

# MEETING NOTICE FOR THE CITY OF HUBBARD

TUESDAY

AUGUST 11, 2015

.....  
CITY COUNCIL: YONALLY, KENNEDY, WHEATCROFT, RUIZ, SCHMIDT  
.....

The Hubbard City Council will meet for its regular council meeting at the Hubbard City Hall at 6:30 p.m.

The City will, upon request, endeavor to arrange for the following services to be provided. Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 4:00 p.m. on the Monday the week preceding the meeting date.

- X Qualified sign language interpreters for persons with speech or hearing impairments; and
- X Qualified bilingual interpreters; and
- X Assisting listening devices for persons with impaired hearing.

Additional agenda items may be accepted until 4:00 p.m. on the Monday prior to the meeting. Please contact the Director of Administration/City Recorder Vickie Nogle at 503-981-9633 ext 201. (TTY / Voice 1-800-735-2900) If you would also like to purchase an Agenda packet, please contact the number mentioned above or you may view it online @ [www.cityofhubbard.org](http://www.cityofhubbard.org).

SEE ATTACHED AGENDA

Posted 8/5/2015  
4:00 p.m.

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

**HUBBARD CITY COUNCIL  
MEETING AGENDA  
AUGUST 11, 2015 – 6:30 PM  
LOCATION: CITY HALL  
3720 2<sup>ND</sup> STREET**

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

**1) CALL TO ORDER.**

A) Flag Salute.

**2) EXECUTIVE SESSION.**

A) Council recess Public (open) meeting and convene Executive (closed) session to consider information or records that are exempt by law from public inspection ORS 192.660(2)(f). Pursuant to ORS 192.660(4) Council specifically request that members of the media and other attendees not disclose matters discussed in Executive Session.

B) Council close Executive (closed) session and reconvene Public (open) meeting.

**Regular Session approx. 7:00 p.m.**

**3) UPDATE REGARDING COMPREHENSIVE PLAN – J. Shearer, MWVCOG.**

**4) NEEDS ASSESSMENT PRESENTATION – Scott Moore, Mackenzie Group.**

**5) COMMUNITY REPORTS.**

A) Hubbard Parks Improvement Committee.

**6) FRENCH PRAIRIE CENTENNIAL LIONS CLUB PRESENTATION – Jim Jagers.**

**7) APPEARANCE OF INTERESTED CITIZENS.**

(This additional time is provided by the Council for questions or statements by persons in the audience on ANY item of city business, except those items which appear on this agenda or refer to zone changes or land use requests. Comments may be limited at the Mayor's discretion.)

**8) MAYOR'S PRESENTATIONS, AND/OR COUNCIL'S PRESENTATIONS.**

A) Schedule Workshop to update Beekeeping Code.

**9) STAFF REPORTS.**

A) **Public Works Department**—Public Works Superintendent Jaime Estrada.

B) **Administrative Department**—Dirctr of Admin/Recorder Vickie Nogle; Sr. Acntng Spcilst Kari Kurtz.

C) **Police Department**—Police Chief Dryden.

**10) CONSENT AGENDA.**

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

- A) Approval of July 14, 2015, City Council minutes.
- B) Approval of amendment to Oregon Cooperative Procurement program (ORCPP) Cooperative procurement Participation Agreement Reinstatement and Amendment, and authorize the Mayor to sign.
- C) Approval to place purchase order against Marion County Contract No. 2015-701 for Slurry Seal on streets in Hubbard as listed on the FY2015/16 Street Maintenance Project Worksheet for the estimated amount of \$13,873.44 . (*Refer to Public Works Report*)

11) **DISCUSSION REGARDING MOWING CONTRACT – J. Estrada.**

12) **APPROVAL OF THE JUNE AND JULY 2015 BANK RECONCILIATION REPORTS.**

13) **OTHER CITY BUSINESS.**

14) **ADJOURNMENT.** (Next City Council meeting September 8, 2015, at 7:00 PM)

# Memorandum

**MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS**

**105 HIGH STREET S. E., SALEM, OREGON 97301-3667**

**TELEPHONE: (503)588-6177**

**FAX: (503)588-6094**

**To: Hubbard City Council**  
**From: Joey Shearer, MWVCOG**  
**Date: July 29, 2015**  
**Subject: Oregon Lottery Economic Development Community Projects Grants**

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This memo summarizes the request for applications that Marion County has posted for their Oregon Lottery Economic Development Community Project Grants. Marion County has \$60,000 in lottery revenue that is available as grand funding for economic development projects across the county. Grant applications are due by 3:00pm on August 31, 2015. The following are the Community Project Grant Categories:

1. Capital construction or facility needs
2. Project planning and design
3. Match requirement for larger grants

A rezone of Hubbard's commercial center from residential to commercial may qualify for grant funding under Category 2 – Project planning and design. In response to a question from City Council during the July 14 meeting, the Project Budget criteria includes: "Other sources of non-grant revenue are secured or a clear plan for securing additional non-grant revenue, if needed, is outlined." Thus, it is certainly possible that a request which includes a portion of matching funds may be viewed more favorably than one which does not. If the City has any funding to dedicate to the rezoning project, it may increase the likelihood that grand funding is secured.

For additional information, including evaluation and scoring criteria, please see the attached Request for Applications.



**Marion County**  
OREGON

# **Request for Applications (RFA) Oregon Lottery Economic Development Community Projects Grants 2015-16**

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**Applications will be accepted beginning June 30, 2015.**

**Final day for submission is August 31, 2015 by 3:00 pm.**

**Submit applications to:**

Oregon Lottery Economic Development Grant Program  
Marion County Community Services Department

Attention: Sarah Cavazos

PO Box 14500

555 Court St NE, Suite 5250

Salem, OR 97309

Fax: (503) 373-4460

Email: [scavazos@co.marion.or.us](mailto:scavazos@co.marion.or.us)

**SECTIONS:**

- I. Purpose
- II. Grant Program Description and Criteria
- III. General Grant Information
- IV. Application Instructions
- V. Application Review
- VI. Evaluation and Scoring Criteria
- VII. Questions and Contact Information
- VIII. Previously Funded Projects
- IX. General RFA Conditions
- X. Attachments and Exhibits

**Application Timelines**

**TIMELINES:**

Grant Application Released .....	June 30, 2015
Technical Assistance Workshops .....	July 16, 17, & 23, 2015
Community Projects Grant Applications Due .....	No later than August 31, 2015, by 3:00 pm
Application Reviews .....	October 7, 2015
Grant Award Notifications .....	No later than October 31, 2015
Earliest Funds Availability Date.....	No earlier than November 15, 2015

*The County reserves the right to adjust the above listed dates as necessary.*

**I. Purpose**

**A. Introduction:** Marion County’s Economic Development Lottery Grant Programs are possible due to Oregon’s video lottery revenues that are allocated to Marion County to promote economic development by creating jobs, strengthening workforce development, improving community livability and safety, and other effective ways to further economic development (ORS 461.540).

In 2003, the Marion County Board of Commissioners established the Economic Development Advisory Board (EDAB) to advise the county on issues pertaining to economic development, including but not limited to the development of its video lottery grant programs. EDAB supports economic development activities that involve a concerted effort of entrepreneurs, [community](#) leaders and [policymakers](#) working together to support investment that will grow the economy, improve the [standard of living](#), and increase the tax base. Through this grant application process, EDAB will make recommendations to the Board of Commissioners on the disbursement of funds that strengthens and diversifies Marion County’s economic base and improves standards of living.

**B. Application Deadline:** 3:00 pm August 31, 2015.

Applications must be received by the Marion County Community Services Department by 3:00pm on Monday, August 31, 2015. Successful applicants will receive a grant award notification no later than October 31, 2015.

Marion County anticipates future grant opportunities for the 2016-17 fiscal year to occur in April 2016.

## II. Community Projects Grant Program Description and Criteria

Community Project Grants are available to nonprofits, legal entities, or municipalities to promote economic development through increasing the livability and safety within communities and unincorporated areas of Marion County. Types of projects funded have varied from façade improvements to park enhancements. See section VIII for a list of previously funded projects.

**A. Funds Available:** Up to \$60,000 is available for Community Projects Grants in FY2015-16.

Marion County anticipates up to \$60,000 in Community Projects Grant funds to be available during FY 2015-16. Grant amounts range from \$500 to \$60,000; the maximum requested amount cannot exceed \$60,000. These funds are available for eligible economic development projects in Marion County that meet the criteria outlined under the eligibility criteria in section II (C). The Board of Commissioners is interested in supporting projects throughout the county; no more than one project per incorporated city or unincorporated community is anticipated to be awarded per funding cycle.

**B. Community Project Grants Categories:**

1. Capital construction or facility needs
2. Project planning and design
3. Match requirement for larger grants

**C. Community Project Grants Eligibility Criteria:**

1. **Eligible Entities** – Legal entities, municipalities, or 501(c)(3) non-profit organizations.
2. **Eligible Projects** – Projects must have economic development significance as defined in ORS 461.540 and contribute to improving the livability and safety of communities and must:
  - a. Be implemented within Marion County
  - b. Have a countywide significance and/or strong support within a community
  - c. Have a letter of support from the city, municipality or jurisdiction in which the project will occur
3. **Project Timeline** – The grant funded portion of the project must begin within the funding period of November 1, 2015 to June 30, 2016. Grant funds must be expended within one year of the grant award, unless an extension is pre-authorized by Marion County. Grants awarded for match requirements for larger grants must be expended within three years.
4. **Measurable Results** – Grant funded projects shall have identified outcomes to measure the project's success in achieving its intended goals.

5. **Non-Eligible Projects** – Projects that are not eligible for funding include: (a) On-going program support; (b) funding for individuals; and (c) funding for religious organizations where the facility or program includes religious worship or instruction.

### III. Grant Information

**Application Process:** This application process has been developed in compliance with the State of Oregon and Marion County public contracting rules. The application needs to explain the nature of the project (goals and strategies), what results the project will achieve (activities and outcomes), and how the proposed use of funds will help achieve those outcomes.

**Agreement Requirements:** Upon approval of the grant application by the Board of Commissioners, each successful applicant will be required to execute a Marion County Grant Agreement (Agreement) prior to the distribution of funds. Unless other payment arrangements are approved in the application, funds will be released upon submission of proof of expenditures (invoices or receipts). The timing and format of reports and invoices will be set forth within the Agreement. Measurements to evaluate the effectiveness of the grant will be set forth within in the Agreement.

Under Oregon Public Records laws (ORS Chapter 192), all applications and reports are considered public information. Those receiving funds will operate independently, and not operate as agents of the Oregon Lottery or its fiscal agents, the State of Oregon or Marion County.

**Reporting Requirements:** All entities awarded funding will be required to submit proof of expenditures and clearly defined measurable results that show the effectiveness of the project. The timing and format of reports and invoices will be negotiated at the time of award. All reports are considered public information.

**Notice:** Marion County will disclose limited company information (not proprietary information) on the type and amount of financial subsidies granted by Marion County, the benefits companies have committed to create, and the outcome of fulfilling those commitments. The disclosure of information on the amounts of subsidies and their effectiveness helps public officials and citizens evaluate the use of lottery funds for economic development grant subsidies.

**Funding Availability:** Eligible entities with eligible projects, are encouraged to submit applications to the Marion County Oregon Lottery Economic Development Grant Program. Projects will be considered for funding to the extent resources are available. Unfortunately, some deserving projects may not receive funding. All applications will be awarded on a cost reimbursement basis; awardees will be required to document progress periodically in order to be reimbursed. **Costs incurred prior to the award of grant, or in anticipation of grant cannot be reimbursed.**

**Note:** Grant awards may be taxable; contact your financial advisor for specific information.

Recipients of grant awards must expend grant funds within one year of award. If not, the award must be reviewed and extended by Marion County, or the funds may be required to be returned. Marion County and its agents retain the right to ask additional questions of the grant recipients as deemed necessary.

#### **IV. Application Instructions**

**Application Format and Submission:** All requests for funding must be submitted using the Economic Development Lottery Grant Application for the Grant Program to which the applicant is applying to be considered for funding. All applications must include: (1) Application, (2) Attachment A – Project Budget, (3) Attachment B – Assurances, and (3) Attachment C – W-9 Form. The application with its attachments should clearly outline how the applicant meets the eligibility requirements as stated in section II (C), and give a clear description of the project and how it meets eligibility requirements. Applications must be received by the Marion County Community Services Department no later than 3:00 pm on August 31, 2015. Applications must include all required signatures and can be submitted by:

Hand Delivery: Marion County Community Services Department  
555 Court St NE, Suite 5250 Salem, OR 97309

Mail: Economic Development Grant Program  
Marion County Community Services Department  
Attn: Sarah Cavazos  
PO Box 14500 Salem, OR 97309

Fax: Economic Development Grant Program Attn: Sarah Cavazos  
(503) 373-4460

Email: [scavazos@co.marion.or.us](mailto:scavazos@co.marion.or.us)

**Budget:** Applications must include the Project Budget (Attachment A) to be considered for funding. Responses to the budget questions in the application should be as detailed and concise as possible while providing specifics on secured and pending revenue sources, project expenses and their importance or relevance to the project, as well as show the source of other non-grant funds to complete and maintain the project. The project budget shall detail the revenues and expenses for the total cost of the proposed project, including both requested grant funds and other revenue sources (non-grant funds). Expenses shall be itemized so that the use of grant funds is clearly demonstrated. Information provided in the application narrative should match the items listed in the budget worksheet. Project costs not included in the budget may not be reimbursed with grant funding.

***Budgets shall not include grant funded costs incurred prior to the award of funding or costs for the development of the application.***

## V. Application Review

**Competitive Process:** The Marion County Economic Development Advisory Board (EDAB) will review and score all applications, and then make funding recommendations to the Board of Commissioners for final approval. All successful applications and the subsequent contracts are reviewed and approved by the Board of Commissioners, pursuant to the Oregon Public Meetings Law. Applicants may be invited to meet with EDAB or the Board of Commissioners to discuss their pending application. Applicants who are denied may reapply in future grant cycles. Decisions of the board of commissioners to award, or decline to award, a grant are final.

**Criteria for Reviewing and Awarding Funds:** Only applications that contain the required documentation and are received by the deadline will be eligible for review. Applications will be screened for compliance with the minimum eligibility criteria. Applications that do not meet all of the eligibility requirements will not be evaluated through the competitive process. Priority will be given to applicants based on how high they score in the evaluation criteria as outlined in this Request for Applications.

## VI. Evaluation and Scoring Criteria

All applications for funding under the Community Project Grants program will be evaluated based on the criteria established by the Board of Commissioners. Projects can include: capital construction, facility needs, project planning and design, and/or matching funds for larger grants (to be expended within a three year timeframe). The evaluation points are described below. Each criteria element may receive up to the maximum number of points. The maximum cumulative evaluation points are 100. Priority will be given to applications with the highest score.

### Need for the Project – 10 points

- Need for the project is clearly described.
- Project will impact a large number of individuals relative to the size of the community.
- Project will address an economic development need as defined by ORS 461.540

### Project Description – 45 points

- Project is clearly described.
- Goals and outcomes are outlined.
- Project activities are clear and complete; timelines for activities are provided.
- The grant funded portion of the project will be started within the funding period of October 2015 to June 2016.
- Project will improve the economic conditions or improve the livability and/or safety of the community.
- Has a clear description of how success will be measured.

**Community Support – 10 points**

- Project has broad community involvement and strong support within the community.
- Project aligns with the community's plan as demonstrated through a letter of support from the city, municipality or jurisdiction in which the project will occur.
- The Community Projects Grant will leverage additional non-grant revenue resources.

**Project Budget – 25 Points**

- Budget narrative describes income and expenses; items included correspond with information listed in the budget spreadsheet.
- Budgeted items are relevant to the project activities.
- Budget and budget narrative clearly identify how grant funds will be spent.
- Other sources of non-grant revenue are secured or a clear plan for securing additional non-grant revenue, if needed, is outlined.

**Project Sustainability – 10 points**

- Applicant has identified the necessary resources required for continued operation or maintenance of the project and has a plan to address resource needs.
- Project appears sustainable beyond the grant period.

**VII. Questions and Contact Information**

Community Services will hold community workshops on July 16, 17, and 23, 2015 to provide information and assistance for prospective applicants. Time and locations of trainings can be found at [www.co.marion.or.us/cs](http://www.co.marion.or.us/cs) Prospective applicants with questions or needing support with completing the Economic Development Grant Program application are encouraged to contact:

Sarah Cavazos, Management Analyst

Phone: 503-589-3234

Email: [SCavazos@Co.Marion.Or.Us](mailto:SCavazos@Co.Marion.Or.Us)

**VIII. Previously Funded Projects****2014 COMMUNITY PROJECT GRANT AWARDS****City of Keizer - Big Toy \$30,000**

This project improved economic opportunities in Keizer through the construction of a unique 15,000 square foot playground structure (Big Toy). The primary goal of this project was to increase traffic to local businesses. Big Toy is a tourist destination that will increase traffic to area businesses.



**City of Turner - Stream Gauge \$8,840**

This project funded the installation of Mill Creek’s stream level monitoring station with automated data telemetry within the City of Turner. This provided automated alerts used for timely warnings to business owners, home owners, and critical facility managers; and continues to support the city’s flood response plan.



**KUMZ - Broadcast Range Expansion**

This funded installation of a FM Translator K264AA on an additional tower to increase KUMZ’s broadcast area and expand the potential radio audience (population receiving reception strength of 65dBu or better) from 34,000 to 233,000. Project included the installation of a back-up Studio-Transmitter-Link (STL) to minimize service disruption or interruptions.



**City of Mt. Angel - Community Center \$13,360**

The Mt. Angel Community Building has served multiple purposes for the region, from hosting numerous school and community events, to serving as the areas shelter in the event of an emergency. The project included construction of a meeting room on the second floor of the building to make the building available for use by broader community groups. The grant funded phase two of the project and included the installation of an ADA accessible elevator.

**2013 COMMUNITY PROJECT GRANT AWARDS**



**MWVCOG - Economic Opportunity \$7,500**

The objective of this grant was to update the North Santiam Canyon Economic Opportunity Study. Updates included economic and demographic conditions, commercial/industrial lands inventory, transportation and public infrastructure deficiencies, economic opportunities and barriers, and the development of an updated economic development strategy.



### City of Scotts Mills - Park Pavilion \$7,000

This project improved Scotts Mills City Park by building a pavilion with a built in barbeque. The covered pavilion was constructed to offer event and community space.



### SEDCOR - Economic Development \$15,000

This project included the development of a manufacturing profile for the region, building regional capacity, business outreach, technical assistance, and workforce training for highly skilled manufacturing positions. Specifics included supply chain and labor shed research in Marion County, as well as targeted industry outreach and technical assistance.



### City of Mill City - Directional Signage \$4,000

This project tackled the lack of signage, showing travelers of Highway 22 what recreational/shopping opportunities are available in Mill City. This award funded the creation and installation of directional signage on Highway 22, which can be seen from both east and west travel lanes.



### City of Mt. Angel - Facade Improvement \$5,000

This grant was part of Mt. Angel's downtown facade improvement project. The city solicited interested businesses within the downtown area to improve their storefronts including repainting, mounting new signs and awnings, repairing sidewalks and other simple aesthetic or structural improvements. Mt. Angel required businesses to provide at least 1:1 match for the grant dollars.

## IX. General RFA Conditions

**Execution Of The Application:** If the application is made by a partnership, it shall be executed in the name of the partnership followed by the signature of an authorized partner. If the application is made by a corporation, it shall be executed in the name of the corporation followed by the signature of the officer authorized to sign for the corporation and the printed or typewritten designation of the office that the officer holds in the corporation. If the application is made by a joint venture, it shall be

executed by each participant of the joint venture. The address of the applicant shall be typed or printed on the application.

**Applications Submitted:** Applications, which are incomplete, conditioned in any way, or which contain erasures, alterations or irregularities of any kind may be rejected if in the best interest of Marion County.

**Grant Agreement:** A sample grant agreement is attached to this application as Exhibit A. If a grant is awarded, it is anticipated that agreement will closely resemble this document including “supporting documents.” The ‘supporting documents’ will include, but are not limited to the application document, the applicant’s written application, any required certificates, and all other documents incorporated by reference therein.

**Withdrawal Of Application:** At any time prior to the date and hour set for the receipt of applications, an applicant may withdraw its application. Withdrawal will not preclude the submission of another application prior to the hour and date set for the closing date of the application.

**Incurring Costs:** Neither the County, nor its agents, are liable for any cost incurred by applicants prior to issuance of a contract agreement.

**Insurance Requirements:** The apparent successful Applicant shall provide all required proofs of insurance to County within seven (7) calendar days of the Intent to Award Notice. Failure to present the required documents within the seven (7) calendar-day period may result in application rejection. Applicants are encouraged to consult their insurance agent(s) about the insurance requirements contained in the RFP prior to application submission.

**Equal Opportunity Action Policy:** The applicant agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

**Marion County Reserves The Right To:**

- Reject any and all applications
- Reserve the right to amend the RFA
- Waive any irregularities or informalities in any applications
- Extend the deadline for submission of applications
- Not award an agreement for the requested projects
- Accept the application deemed to be the most beneficial to the public and Marion County

## **X. ATTACHMENTS AND EXHIBITS**

**Application Mandatory Submission Forms:** Applicant shall complete, sign and return Attachments A-C with the grant Application. Failure to do so may result in the Application being deemed to be non-responsive and not considered for award.

Attachment A – Project Budget

Attachment B – Assurances

Attachment C – W-9 Form

Attachments A-C are attached hereto and incorporated herein by reference.

**Exhibits:** By submitting an application to this RFA, applicant shall accept all terms and conditions of the Contract as shown in Exhibit A (Sample Grant Agreement), Exhibit B (Insurance Requirements), Exhibit C (Legal Entity Certification Statement), Exhibit D (Grant Report Template), and Exhibit E (Financial Report). Exhibits A-E are attached hereto and incorporated herein by reference.

## Exhibit A – SAMPLE GRANT AGREEMENT

### MARION COUNTY GRANT AGREEMENT #

\*\*\*title\*\*\*

This Grant Agreement (this “Agreement”) is entered into by and between Marion County (a political subdivision of the State of Oregon), acting by and through its Community Services Department, hereinafter called “County” and \_\_\_\_\_, a \_\_\_\_\_ hereinafter referred to as “Grantee”.

#### Recitals

- A. This Agreement is made pursuant to Marion County’s Community Projects Grants for projects implemented within Marion County that have economic development significance as defined in ORS 461.540 and is made possible through funding proceeds received from the Oregon Economic Development Video Lottery Grant Program
- B. County has received an allocation from the Oregon State Treasury’s Administrative Services Economic Development Fund, pursuant to the authority of sections 461.547. The program established pursuant to ORS 461.500 and referenced in this Agreement is known as the “Community Projects Grant Program” or “CPGP.”
- C. The grant of CPGP moneys under this Agreement (the “Grant”) is subject to the Notice of Allocations, Application Procedures, ORS 461.540, and the Funding Approval, including any special conditions. Each of these Regulations and the Funding Approval constitute part of this Grant Agreement and are incorporated herein by reference.
- D. The Grant also is subject to Marion County’s CPGP Funding Criteria; and regulatory changes and guidelines and other official notices or clarification that may become available from time to time. To avoid unnecessary delay, future Amendments to this Agreement will be sent to Grantee by County in the form of a formal letter for Grantee’s acknowledgement.
- E. County has reviewed the Grantee’s application and determined the activities, as hereinafter defined, to be feasible and merit funding. The Application, as approved by County (the “Application”), is attached.

#### Agreement

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

##### 1. Incorporation of Recitals; Agreement Purpose

###### a. Incorporation of Recitals.

The foregoing Recitals and Application are incorporated herein by reference, but are subject to the express terms of this Agreement.

## Exhibit A – SAMPLE GRANT AGREEMENT

### b. Agreement Purpose.

The purpose of CPGP is to fund economic development programs or projects (as defined in ORS 461.540) that have countywide significance and/or strong support within a Marion County community. Grantee projects and use of funds awarded through this agreement must support the following ORS 431.540 definitions:

- 1) Create jobs in Marion County which includes, but is not limited to: (a) Supporting the creation of new jobs in Oregon; (b) Helping prevent the loss of existing jobs in Oregon; (c) Assisting with work transition to new jobs in Oregon; or (d) Training or retraining workers.
- 2) Furthers economic development in Marion County which includes, but is not limited to, providing: (a) Services or financial assistance to for-profit and nonprofit businesses located or to be located in Oregon; (b) Services or financial assistance to business or industry associations to promote, expand or prevent the decline of their businesses; or (c) Services or financial assistance for facilities, physical environments or development projects

Grant funds derive from lottery sources are subject to the terms under which they are received and shall be provided by County only for allowable costs incurred/outlined in the application submitted by Grantee within the terms and conditions of this Agreement, specific program requirements (including County directives), and applicable law.

### 2. Term of Agreement

Unless terminated or extended, this Agreement covers the period \_\_\_\_\_ to \_\_\_\_\_. This Agreement shall become effective on the date this Agreement has been signed by every party. The expiration of the term of this Agreement, including if this Agreement is terminated prior to the end of the above-described term, shall not terminate remedies available to County or to Grantee hereunder.

### 3. Scope of Services

Grantee shall perform all Activities described in the Application (Exhibit A) in accordance with the terms and conditions of this Agreement, including any applicable CPGP Requirements, and other applicable law whether or not described in this Agreement. Grantee shall perform its obligations hereunder efficiently, effectively and within applicable CPGP timelines, all to the satisfaction of County.

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

### 4. Grant Funding and Compliance Requirements

- a. County has agreed to make a conditional award of funds to the Grantee in the not-to-exceed amount of **Fifty-Seven Thousand Dollars (\$57,000.00)** (the "Grant"). Grant distributions will be made by County to Grantee in increments upon approval of Grantee requests by County on a cost incurred basis unless otherwise agreed to by County.
- b. Funds must be incurred during the project period and within one year of the start date of the

## Exhibit A – SAMPLE GRANT AGREEMENT

agreement. Requests for project extensions beyond the Agreement period must be made in writing by Grantee and approved by County with a written agreement.

- c. Any desired use of funds by Grantee that differs from the Application or applicable CPGP Requirements must first be approved in writing by County. 100% of the Grant must be used to provide services or funding as indicated in Exhibit A. Application.
- d. Grantee shall comply, *inter alia*, with County directives, applicable Oregon Administrative Rules (OAR chapter 461, division 540) <http://www.oregonlaws.org/ors/461.540> as amended from time to time. The foregoing directives, rules and statutes are hereinafter collectively referred to as the “CPGP Requirements.”

### 5. Reporting Requirements.

- a. Grantee must complete and submit all required progress and financial reports to County (see Exhibit B. Project Report and Exhibit C. Request for Funds) within 15 days after commencement of the sixth and twelfth months of the award period. Each project report must be satisfactory to the County. Grantee also shall provide such additional information and documents to County as County may from time to time require.
- b. Grantee must be current on all reporting requirements to receive payments under this Agreement.

### 6. Grant Monitoring

#### a. County Authorized to Monitor Each Grantee

County may monitor the activities of each Grantee and its subrecipients as it deems necessary or appropriate, among other things, to ensure Grantee and its subrecipients comply with the terms of this Agreement and that awarded grant funds are used properly for authorized purposes hereunder; County also may ensure that performance goals are achieved as specified in Exhibit A. Application. Monitoring activities may include, but not limited to the following: (1) the review (including copying) from any and all Grantee and subrecipient(s) files, records and other information related to performance under this Agreement; (2) conducting or arranging for on-site and field visits and inspections; and (3) arranging for, performing, and evaluating general and limited scope audits; among others. County monitoring and enforcement activities may be conducted in person, by telephone and by other means deemed appropriate by County and may be effected through contractors, agents or other authorized representatives.

County reserves the right, at its sole and absolute discretion, to request assistance in monitoring from outside parties.

#### b. Grantee Shall Fully Cooperate

Grantee shall fully and timely cooperate with County in the performance of any and all monitoring and enforcement activities. Failure by Grantee or any of its subrecipients to comply with this requirement is sufficient cause for County to require special conditions and may be

## **Exhibit A – SAMPLE GRANT AGREEMENT**

deemed by County as a failure by the Grantee to perform its obligations under this Agreement.

### **c. Records Maintenance**

Grantee shall, and shall require and cause its subrecipients to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement.

The Grantee and its subrecipients shall establish and maintain records and statistics as follows:

- 1) Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.
- 2) Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

### **d. Access to Records**

- 1) County may review (including copying) from time to time any and all Grantee files, records, and other information of every type arising from or related to performance under this Agreement.
- 2) The County, the State of Oregon, or the applicable audit agencies of the U.S. Government shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Grantee and its subrecipients which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts. These records are the property of County who may take possession of them at any time after three (3) business days' notice to Grantee or subrecipient, as the case may be. Grantee or subrecipient may retain copies of all records taken by County under this Section.
- 3) In its agreements with subrecipients, Grantee shall require and cause its subrecipients to comply with the requirements of this Section and to grant right of access to and ownership by County of the subrecipients' books and records related to this Agreement.

### **e. Notification to Grantee of Findings**

County generally will advise the Grantee as to its observations and findings generated by any on-site visit; usually through an exit interview. Within 60 days after an on-site inspection, County will endeavor to provide Grantee with a written report as to its findings from that inspection. County may advise the Grantee of any corrective action that it deems appropriate based upon its monitoring activities or otherwise. Grantee shall timely satisfy such corrective actions required by County.

### **f. Review of Corrective Action**

## Exhibit A – SAMPLE GRANT AGREEMENT

County may track and follow up with Grantee regarding the correction by Grantee of findings made or other corrective actions required in County' monitoring of Grantee's performance under this Agreement. The tracking record developed by County may include, without limitation: findings, corrective actions, deliverables, due dates, responsible parties, actions taken, and final resolution. Grantees shall resolve findings and other required corrective actions within the timeframes reasonably given by County by written report or otherwise.

### **g. Remedies**

- 1) If County determines, in its sole discretion, that Grantee has failed to comply timely with any material obligation under this Agreement, including but not limited to any County directive or term of a corrective action plan, County may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debaring or otherwise limiting Grantee's eligibility for other funding from County; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.
- 2) The rights and remedies of County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. This Section does not limit Grantee's remedies provided under this Agreement, by law, or otherwise.

### **6. Requests for Funds**

- a. Grantee may request reimbursement of expenses incurred under this Agreement as frequently as monthly, but no less than quarterly; quarterly invoices are due within twenty (20) days of the quarter ending. Grantee shall request grant funds in such form and manner as required by County (see Exhibit C. Request for Funds).
- b. Expenditures of the Grantee may be charged to this contract only if they (1) are in payment of services performed under this agreement, (2) are in payment of an obligation incurred during the agreement period, and (3) conform to applicable state and federal regulations and statutes.
- c. Expenditures and requests for Grant funds shall be supported by Grantee with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of subrecipients, under their respective contracts with Grantee) in accordance with generally accepted accounting principles, Oregon Administrative Rules and applicable federal requirements as specified herein.
- d. County reserves the right to and may request full itemization, receipts, and any other information at any time. County also may request financial records in order to review costs associated with Grantee's

## **Exhibit A – SAMPLE GRANT AGREEMENT**

provision of services and other performance under this Agreement, at its discretion.

### **7. Unauthorized Expenses and Excess Payments**

- a. Request for reimbursements in excess of the grant award will not be fulfilled. It is the responsibility of Contractor to monitor expenses and ensure funds are spent within the scope and limits of the budget as outlined in the application (See Exhibit A). Any adjustments or variations must be submitted to and approved in writing by County.
- b. Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from payment of reimbursements or refunded to the County no later than thirty (30) days after the contract's expiration or notification from the Grantee.
- c. The Contractor shall be responsible to repay for prior agreement period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

### **8. Remedies Related to Request for Grant Funds**

#### **a. Withholding of Grant Funds from Request**

County may withhold any and all Grant funds from Grantee, requested or otherwise, if County, in its sole discretion, determines that Grantee has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Grantee obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to County about its performance under this Agreement as well as timely satisfying all Agreement obligations, including all applicable CPGP Requirements and federal requirements relating to any awarded funds. County also may withhold any and all requested Grant funds from Grantee if County, in its sole discretion, determines that the rate of requests for funds in any expenditure category is substantially different from approved budget submissions.

#### **b. Redistribution or Retention of Funds**

If Grant funds are not obligated for reimbursement by Grantee in a timely manner as determined by County at its sole discretion, County may reduce Grantee funding as it determines to be appropriate in its sole discretion and redistribute such funds to other Grantees or retain such Grant funds for other County use. This remedy is in addition to any other remedies available to County under this Agreement or otherwise.

### **9. Return of Unexpended Grant Funds at Program Final Expenditure Period End**

All unexpended cash or project income from such Grant funds remaining at the end of any project final period for any projects(s) covered by this Agreement must be returned by Grantee to County no later than thirty (30) days following the expiration of the project's final expenditure period or the termination of this Agreement, whichever is earlier.

In the event of termination of all or part of this agreement as specified in Section 16 of this agreement,

## **Exhibit A – SAMPLE GRANT AGREEMENT**

County funds not earned at the date of termination or cancellation shall revert to the County.

### **10. Funding Appropriation**

In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Grantee agrees to abide by any such decision including termination of service.

### **11. Dual Payment**

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

### **12. Unallowable Costs and Lobbying Activities**

Grantee shall review and comply with the allowable costs and other provisions applicable to expenditures under the particular grant programs covered by this Agreement. Grantee shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR Part 230, 2 CFR Part 225, or otherwise. If Grantee makes expenditures or incurs costs for purposes or an amount inconsistent with the allowable costs or any other provisions governing expenditures in an Agreement grant program, County may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

### **13. Disallowance of Costs**

County neither is responsible for nor shall it pay for any costs disallowed for reimbursement from Grant funds either upon request for reimbursement or as a result of any audit, review, or site visit or other disallowance action by County, except for costs incurred by Grantee solely due to the gross negligence or willful misconduct of County, its employees, officers or agents. If a cost is disallowed by County after reimbursement has occurred, Grantee shall, within thirty (30) days of notice of disallowance or such other date as may be required by County, either demonstrate to the satisfaction of County that such disallowance is in error or make repayment of such cost.

County may recover such disallowed costs through repayment, withholding, offset or other means permitted under this Agreement, by law or otherwise from Grantee.

Grantee shall cooperate with County and all appropriate investigative agencies and shall assist in recovering invalid payments.

### **14. Audits**

Unless exempt by OMB Circular A-133, Grantee will obtain and submit the final fiscal year audit of its performance hereunder to County as soon as possible after completion of the fiscal year. Grantee will provide the audit to County not later than ten (10) days after such audit is received by the Grantee.

## Exhibit A – SAMPLE GRANT AGREEMENT

Grantee shall and shall require and cause its subrecipients to submit to County satisfactory financial and compliance audits for the periods covered by the grants in accordance with the provisions of OMB Circular No. A-133 “Audits of States, Local Governments, and Non-Profit Organizations.”

County may withhold any or all requested funds from Grantee if Grantee violates this provision and County may deem such failure as a material default and exercise any available remedy under this Agreement, including without limitation, termination of this Agreement.

### 15. Subrecipient Agreements

Grantee shall not enter into any agreement or renewal with subrecipients without prior written approval of County. County’s approval of any subrecipient shall not relieve Grantee of any of its duties or obligations under this Agreement.

Grantee shall require and cause its subrecipients to comply with all applicable provisions of this Agreement between County and Grantee, each of which must be specifically incorporated into the subrecipient agreements in a manner satisfactory to County. County reserves the right to request that any subrecipient agreement be submitted to it for review and approval by County within 10 business days from the date of written notification.

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

Grantee shall have a written agreement with each subrecipient that is listed in and consistent with the Grantee’s Statement of Work that identifies:

- a. The services or benefits that the subrecipient must provide when delivering the program.
- b. The laws and regulations with which the subrecipient must comply under the terms of the agreement (including but not limited to program specific requirements such as eligibility criteria and matching obligations, public policy for protecting civil rights and the environment, written procedures for appeal by clients of subrecipient determinations, government-wide administrative mandates affecting the subrecipient’s accounting and record keeping systems, and local laws imposed by Grantee).
- c. The Grantee’s and County’s monitoring rights and responsibilities and the methods used by Grantee for monitoring.
- d. A provision to certify that the subrecipient is an independent contractor and not an agent of County or of Grantee.

### 16. Termination

- a. County may immediately terminate this Agreement in whole or in part upon written notice to the Grantee for cause related to any material misrepresentation, malfeasance, negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder

## Exhibit A – SAMPLE GRANT AGREEMENT

by Grantee, whether directly by Grantee or through one or more of its agents, subcontractors, successors or assigns, as determined by County in its sole discretion.

- b. County may, upon thirty (30) days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 9.a. Cause may include any event, including an event of default, as determined by County in its sole discretion that renders inappropriate the continuation of this Agreement. An event of default constitutes an act or omission by Grantee. Grantee, its agents, representatives, contractors, or assigns by which Grantee, as determined by County at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breaches a duty, owed to County under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:
- 1) Grantee fails to fulfill timely any of its obligations under this Agreement;
  - 2) Grantee fails to comply timely with directives received from County or from a governmental agency that is the original source of the Grant funds;
  - 3) Funds provided under this Agreement are used improperly or illegally by Grantee;
  - 4) Funding for grant programs are denied, suspended, reduced or eliminated;
  - 5) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that County is prohibited from paying for or lacks authority to pay for any Statement of Work performance under this Agreement or to pay for any such performance from the planned funding source(s);
  - 6) Funding, appropriations, limitations or expenditure authorization to expend funds is denied, suspended, reduced or eliminated;
  - 7) Any certification, license or certificate required by law to be held by Grantee or others to provide the services required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
  - 8) Grantee is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal department or County.
- c. Grantee may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, if;
- 1) County unreasonably fails to provide timely funding hereunder and does not correct such failure within the thirty (30) day notice period.
  - 2) County provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within thirty (30) days of being informed that it is contrary to any such law.

## Exhibit A – SAMPLE GRANT AGREEMENT

- 3) For its convenience upon thirty (30) days' prior written notice by County to Grantee.
- d. Either party may terminate this Agreement in whole or in part immediately upon written notice to the other party if Oregon statutes or federal laws, regulations or guidelines are modified, or interpreted by a competent court (in a final determination), in such a way that one or both parties no longer has the authority to meet its obligations under this Agreement.
  - e. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, County may, in its sole and absolute discretion, require that Grantee obtain prior County approval from it for any additional expenditures that would obligate County to reimburse it from Agreement grant funds or otherwise.
  - f. Notwithstanding the above, or any termination thereunder, neither Grantee nor County shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. County may withhold any reimbursement to Grantee in the amount of compensation for damages due County from Grantee (as estimated by County in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.
  - g. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Grantee under this Agreement shall be delivered to County within thirty (30) days of the date of termination or upon such date as requested by County.
  - h. Termination of this Agreement shall not impair or invalidate any remedy available to County or to Grantee hereunder, at law, or otherwise.

### 17. Agreement Documents in Order of Precedence

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Grant Application), Exhibit B (Project Report) and Exhibit C (Request for Funds) which are attached hereto and incorporated herein by this reference.

### 18. Governing Law; Venue; Consent to Jurisdiction

This Agreement shall be governed by the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between County and Grantee related to this Agreement shall be conducted exclusively within the Circuit Court of Marion County, Oregon (unless Oregon law requires that it be brought and conducted where the real property is located) or, if necessary, the United States District Court for the District of Oregon. In no event shall this provision be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. GRANTEE, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## Exhibit A – SAMPLE GRANT AGREEMENT

### 19. Compliance with Applicable Law

Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.

### 20. No Third-Party Beneficiaries

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

### 21. Notices

Any notice of termination or other communication having a material effect on this AGREEMENT shall be served by U.S. Mail on the signatories listed.

County Contact Person:

Contact Telephone Number:

E-Mail Address:

Mailing Address:

### 22. Confidentiality

Grantee shall, and shall require and cause its subrecipients to protect the confidentiality of all information concerning applicants for and recipients of services funded by this Agreement. It shall not release or disclose any such information except as necessary for the administration of the program(s), as authorized in writing by the applicant or recipient or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

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

### 23. Fixed Assets

Grantee shall, and shall cause its subrecipients to, maintain policies and procedures for property

## Exhibit A – SAMPLE GRANT AGREEMENT

management that comply with all requirements of the applicable OMB Circulars and specific requirements of the source of funds.

### 24. Insurance and Workers Compensation

Grantee shall maintain at all times Commercial General Liability and Automotive insurance required by Oregon Law to perform services under this Grant Agreement, and provide proof of coverage upon request of County. The Grantee shall add Marion County, its officers/officials, agents, employees, and volunteers as additional insureds for general liability and property damage insurance coverage and a separate endorsement shall be issued by the company showing Marion County as an Additional Insured and provide Notice of Cancellation as set forth in the policy. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 to 30.300: as specified in the attached Exhibit A, Insurance Requirements. All insurance shall be evidenced by a Certificate of Insurance and Endorsement provided to the County, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon.

Grantee and all employers providing work, labor, or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all of their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year or who otherwise constitute "subject workers" under Oregon law.

### 25. Grantee Status

- a. The Grantee is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Grantee's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Grantee is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Grantee will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Grantee is free to contract with other parties for the duration of the contract.
- b. Grantee agrees that insurance coverage, whether purchased or by self-insurance, for Grantee's agents, employees, officers and/or subcontractors is the sole responsibility of Grantee.
- c. Grantee certifies that it is not employed by or contracting with the federal government for the Services covered by this Agreement.
- d. Grantee certifies to the best of its knowledge and belief that neither the Grantee nor any of its principals, officers, directors or employees:

## **Exhibit A – SAMPLE GRANT AGREEMENT**

- 1) Is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or County;
- 2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract related to a public transaction; violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 3) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in subsection (d)(2); and
- 4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, State or local) terminated for cause or default.

### **26. Captions**

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

### **27. Severability**

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

### **28. Execution and Counterparts**

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

### **29. Grant Funds; Indemnity**

For Grant funds used in conjunction with this Agreement, Grantee will assume sole liability for breach of the conditions of the grant by Grantee and hereby covenants and agrees shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from damages arising out of the tortious acts of the Grantee, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement.

### **30. Time is of the essence**

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

### **31. Amendments**

## Exhibit A – SAMPLE GRANT AGREEMENT

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

### 32. Merger Clause

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary County approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of County to enforce any provision of this Agreement shall not constitute a waiver by County of that or any other provision.

### 33. CERTIFICATIONS AND SIGNATURE OF GRANTEE'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF GRANTEE.

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

- A. The undersigned is a duly authorized representative of Grantee, has been authorized by Grantee to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Grantee;
- B. By signature on this Agreement for Grantee, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Grantee and that Grantee is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.
- C. Grantee is bound by and will comply with all requirements, terms and conditions contained in this Agreement.
- D. Grantee further certifies to having a formal statement of nondiscrimination in employment policy.

**Exhibit A – SAMPLE GRANT AGREEMENT**

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

Grantee (print Grantee’s name): \_\_\_\_\_

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

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

By (print name): \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person (Type or Print): \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

Contact E-Mail Address: \_\_\_\_\_

Grantee Address: \_\_\_\_\_

**44. MARION COUNTY SIGNATURE**

Authorized Signature: \_\_\_\_\_  
Department Director or designee Date

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel Date

Reviewed by Signature: \_\_\_\_\_  
Marion County Contracts & Procurement Date

**BOARD OF COMMISSIONERS:**

\_\_\_\_\_  
Chair Date

\_\_\_\_\_  
Commissioner Date

\_\_\_\_\_  
Commissioner Date

**Exhibit B**  
**INSURANCE REQUIREMENTS**  
*Marion County*

During the term of this contract, Contractor shall maintain in force, at its own expense, each insurance checked below. In the event of conflict in language regarding Insurance Requirements between this Exhibit A and the contract document, this Exhibit A shall take precedence.

TYPE OF INSURANCE	EXPLANATION OF REQUIREMENTS
<p><b>WORKERS' COMPENSATION</b>, in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their workers.</p> <p><input type="checkbox"/> Required (Contractor has one Or more employees)</p> <p><input type="checkbox"/> Not required (Contractor has no Employees Must Provide Workers Comp Exemption Certificate)</p>	<p>This coverage is necessary because the County is self-insured for Workers' Compensation and any claim would affect the County directly. Proof of this insurance must be provided before work begins. Coverage is required only if the Contractor has one or more employees.</p>
<p><b>PROFESSIONAL LIABILITY INSURANCE WITH A COMBINED SINGLE LIMIT, OR THE EQUIVALENT, OF NOT LESS THAN \$1,000,000 FOR EACH CLAIM, INCIDENT, OR OCCURRENCE and \$2,000,000 GENERAL AGGREGATE.</b></p> <p><input type="checkbox"/> Required      <input type="checkbox"/> NOT Required</p>	<p>This is to cover damages caused by error, omission or negligent acts related to the services to be provided under this contract.</p> <p>The County does not need this insurance when the Contractor's activity or advice holds almost no risk of damaging property or harming employees, visitors, families, or others. Examples include: author, lecturer, staff trainer, interpreter, photographer, musician.</p> <p>This coverage is required when there is a chance the Contractor's work could do harm and someone might have reason to blame the County or department that retained the Contractor. Examples include: architect, engineer, investigator, accountant, legal advisor, and public works/improvement projects.</p>
<p><b>GENERAL LIABILITY</b> insurance with a combined single limit of not less than \$1,000,000 for each occurrence for bodily injury and property damage and \$2,000,000 general aggregate.</p> <p><input type="checkbox"/> Required      <input type="checkbox"/> NOT Required</p> <p><input type="checkbox"/> \$1,000,000 single - \$2,000,000 aggregate</p> <p><input type="checkbox"/> Exclusion approved by Business Services-Risk Management</p> <p><input type="checkbox"/> \$500,000 single - \$1,000,000 aggregate</p>	<p>This insurance is required unless its deletion is approved by Business Services. Insurance shall include contractual liability coverage for the indemnity provided under this contract and provide by <u>separate written endorsement</u> that Marion County its officials, agents, employees and volunteers, are added as insured, but only with respect to the Contractor's services to be provided under this contract.</p>
<p><b>AUTOMOBILE LIABILITY</b> insurance with a combined single limit, or the equivalent, of not less than (check one):</p> <p><input type="checkbox"/> Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury, \$5,000 personal injury).</p> <p style="text-align: center;">OR</p> <p>For each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable. (Coverage limits required for this contract will depend on nature of contracted services.)</p> <p><input type="checkbox"/> \$500,000 each accident</p> <p><input type="checkbox"/> \$1,000,000 each accident</p> <p><input type="checkbox"/> Not applicable</p>	<p>Automobile liability coverage is required of a Contractor when it, its subcontractor, or the employees of either will operate, maintain, load, or unload vehicles, transport clients or receive mileage reimbursement as part of the contract work.</p> <p><u>The County will determine the appropriate amount of coverage Contractor will need to provide depending on the severity of what could go wrong.</u> For instance, a Contractor transporting clients or staff is at a much greater risk than a Contractor driving his or her vehicle from one meeting site to another without passengers. Larger construction projects may require the higher combined single limit or equivalent. Contractor shall name Marion County, its officials, agents, employees and volunteers, as additional insureds by a separate written endorsement, but only with respect to the Contractor's services provided under this contract.</p>
<p>Notice of cancellation or change. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.</p>	
<p>Certificate of Insurance. Prior to commencing work, the Contractor shall provide a Certificate evidencing the insurance required by this contract and a separate written endorsement adding Marion County its officials, agents, employees, and volunteers as insured. The Certificate shall state that coverage afforded the County as an Insured shall apply as primary and not excess to any insurance issued the County, provide a Cross Liability Clause, and state that the Contractor is responsible for payment of all insurance deductibles on the above-described policies.</p>	
<p>Email the Certificate of Insurance to: Marion County. [email address]</p>	

ANY CHANGES IN COVERAGE MUST BE APPROVED IN ADVANCE BY MARION COUNTY RISK MANAGEMENT

# LEGAL ENTITY CERTIFICATION STATEMENT

Print Form

- 1. Contractor is an incorporated entity (for profit, non-profit, S type. If checked, proceed to section 3 below.):** I, the undersigned, am authorized to act on behalf of the legal entity (business name) designated below. I have an **Employer Identification Number** on attached W-9 form.
- 2. Contractor is an Independent Contractor (If checked, complete sections 2.A, 2.B and 3 below.):** An "independent contractor" means a person who provides services for payment and is: i) free from direction and control over the means and manner of providing the services; ii) customarily engaged in an independently established business; iii) licensed under Oregon law if the services are for architect, engineers, or construction; and iv) responsible for obtaining other licenses, certificates, or training necessary to provide the services. I have a **Social Security Number on attached W-9 form or did not check Section 1 above.**

A. For purposes of subsection ii) above, a person is considered to be customarily engaged in an independently established business if any **three** of the following requirements are met. **Please check the following items that apply to you and provide information or attach supporting documents for each checked box:**

- I maintain a business location that is separate from Marion County offices/facilities or I use a specific portion of my residence primarily for the business.
- I assume financial responsibility for the business or the provision of services by entering into fixed-price contracts; being required to correct defective work; warranting services provided; or negotiating indemnification agreements or purchasing liability insurance, performance bonds or errors and omissions insurance.
- I provide contracted services for two or more different persons within a 12-month period, routinely advertise my business, or use other soliciting/marketing efforts reasonably calculated to obtain new contracts for similar services
- I invest in the business by purchasing tools, equipment, or supplies; paying for premises or facilities where services are provided; or paying for licenses, certificates, or specialized training to perform services.
- I have authority to employ additional persons to provide or assist in providing services.

B. Provide information below or attach documentation to support each checked box: (list name of insurance broker/coverages, other contracts, marketing materials/brochures, business cards/letterhead, licenses, certifications, training, or association memberships.)

**3. I represent that the legal entity identified below is an independently established business that is wholly responsible for its acts as an independent contractor and for the acts of its agents, subcontractors and employees. I further represent that I am duly authorized to sign on behalf of the legal entity identified below.**

Legal Entity Name:  Entity Type:

Signature:  Printed Name:

Position/Title:  Date:

Business Mailing Address:

**Department Review:** Department certifies that the contracted work and submitted documents meets the standards of a corporation or an independent contractor.

Authorized Signature:  Printed Name:

Department Name:  Date:

Check One:  Contract  PO

### For Finance Use Only:

Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_ IRS Check: Date: \_\_\_\_\_ Initials: \_\_\_\_\_

Independent Contractor Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Returned to Department: \_\_\_\_\_ Initials: \_\_\_\_\_



**EXHIBIT D – Grant Report Template**

**MARION COUNTY ECONOMIC DEVELOPMENT COMMUNITY PROJECT GRANT  
2014-15 Annual Project Report**

<b>Project Title:</b>	
<b>Organization:</b>	
<b>Project Contact:</b>	
<b>Phone:</b>	<b>Email:</b>

<b>Project Start Date:</b>	<b>Project End Date:</b>
<b>Grant Award Amount:</b>	<b>Total Grant Funds Expended:</b> <i>Please attach a detailed expense report.</i>

**Provide a complete update on the project below; include a brief description, outcome of the project, any barriers that may have altered the project outcome, if the project achieved its goal(s), and its benefit to the community and economy of Marion County. Please include pictures or diagrams when available.**

**1. Brief description of the project: (250 words or less)**

**2. Description of the outcome of the project:**

**3. Description of project’s impact on the economy within Marion County:**

<b>Report Completed By:</b>	<b>Date:</b>
-----------------------------	--------------

**For Office Use Only:**

Date Received:	Reviewed By:	
Follow Up Needed: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Completed:	Date Presented to BOC:

**Exhibit E: Financial Report**  
**Marion County Oregon Oregon Lottery Economic Development Grant Financial Report**  
Please attach proof of expenditures

<b>Project Revenue</b>	<b>Other Funding</b>	<b>Oregon Lottery Grant</b>
Oregon Lottery Economic Development 2014-15 Grant		\$ -
<b>Project Revenue Total</b>	\$ -	\$ -
<b>Project Expenses</b>		
Item		
<b>Project Expense Total</b>	\$ -	\$ -
<b>Net +/-</b>		\$ -



# NEEDS ASSESSMENT

HUBBARD, OREGON: CITY HALL, POLICE DEPT, & PUBLIC WORKS



## **OUR HISTORY. OUR FUTURE. OUR PROMISE.**

The values of our founder, Tom Mackenzie, remain the hallmarks of our firm. Upon this foundation we have, steadily and intentionally, built a team of experts focused on delivering the highest level of design excellence in service to our clients. This mark is our signature and our bond.

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The information in this document has been obtained from sources believed reliable. Our findings have been based on limited information and on-site observation. Because of the limited scope of our initial review, these preliminary findings should not be used as a principal basis for any decision relating to the site and/or building, and confirmation of the information contained within this document with the applicable government body may be necessary.

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# INTRODUCTION



## Hubbard Police Department

David Dryden - Police Chief

Christie Huston - Assistant to the Police Chief



## Hubbard City Hall

Vickie Nogle - Director of Administration /  
City Recorder

Lucy Astorga - Admin. Assistant / Court Clerk

Kari Kurtz - Senior Accounting Specialist



## Hubbard Public Works

Jaime Estrada - Superintendant

Melinda Olinger - Assistant to the PW Superintendant

## Mackenzie

Jeff Humphreys - Project Principal

Scott Moore - Project Manager

Rachel Peterson - Architectural Designer

Gabriela Frask, Crystal Torres - Land Use Planning

Brent Ahrend - Traffic Planning



## JLD

John Drentlaw - Cost Estimator



Project Team



# PROJECT INTRODUCTION

The Hubbard Police Department, City Hall, and Public Works are seeking to replace their existing facilities and combine their departments into one consolidated building. As detailed throughout this report, the replacement facility has been designed in an effort to better meet Hubbard's needs and goals; provide a more efficient operational model and layout; better align with the current space demand for the Departments; and allow for future staff and facility growth.

The City of Hubbard selected Mackenzie to assist with an evaluation of the existing conditions of the current facilities; work with staff to determine an anticipated building space-needs program for a replacement facility; and provide a conceptual plan and cost estimate for the building.

Mackenzie, which was established in 1960 and is based in Portland, Oregon, provides an integrated design approach to projects, including architecture, structural engineering, landscape architecture, civil engineering, land use planning, transportation planning and interior design services. Mackenzie's Public Projects team specializes in municipal and emergency response facility design, space needs evaluations, and bond campaign assistance. In the past decade, Mackenzie has worked on publicly funded projects in Oregon and Washington for more than 50 counties and municipalities, providing design and engineering services for more than 40 fire facilities, 18 police facilities and six municipal office buildings.

The project has been conceived as a build-out to meet the 20-year needs of the Departments. The new facility is envisioned to be between 14,890 and 15,790 square feet. After the initial collaborative programming process, Mackenzie developed conceptual building and site designs for the facility, with input received from Police Department, City Hall, and Public Works staff. An estimate of anticipated project costs, inclusive of construction, consultant, and owner costs required to fund the project has been provided based on the selected scheme.

The information contained within this report provides a detailed overview of Mackenzie's work with the City of Hubbard. All steps involved in this process have been documented and organized based on the associated task, and are contained within the pages of this report for the City of Hubbard's consideration. Recommendations for next steps have been outlined at the end of the Executive Summary.

# EXECUTIVE SUMMARY

Public facility design is unique in that the building and all its functions are tools required to most effectively and efficiently enhance agency operations and safety. The design focuses on functionality and meeting the stringent requirements associated with protection and security of the building, its staff, and the communities they serve. Jurisdictional, state, and federal criteria for safety, security and operational procedures drive these requirements and invariably impact design considerations. These criteria ensure that this facility not only is able to improve operational efficiency on a day-to-day basis, but is capable of evolving over the life of the building, resisting and responding to emergency events, providing critical services for the citizens of Hubbard, enhancing the built environment of the surrounding area with a strong civic presence, and encouraging investment in the community.

The following report encompasses the primary tasks requested by the City of Hubbard to determine the feasibility of a replacement multi-use municipal facility in meeting the criteria stated above including:

- 1) space needs evaluation and documentation
- 2) conceptual design for the preferred site
- 3) preliminary cost analysis of the conceptual design.

## Process and Methodology

Mackenzie employed programming, communication, consensus-building, and goal-setting techniques to ensure that the final report meets the expectations of the stakeholders involved in the process. Using a multidisciplinary approach, extensive public project experience, and lessons learned on previous police and public building projects, the team provided architectural, structural, space planning, site planning and land use planning services to meet the project objectives and deliverables.

Mackenzie worked with the City, Public Works, and Police Department staff to confirm the key stakeholders who needed to be involved throughout the design process and to support and strengthen dialogue between the Design Team and City, Public Works, and Police staff.

## Existing Facility Assessment

Mackenzie toured the existing facility at 3720 Second Street to examine and document the current space deficiencies, operations, and structural integrity of the existing facility as it pertains to seismic design requirements for an essential facility. This evaluation sets the stage for future programming dialogue around operational requirements, court and department culture, and required adjacencies—both those indicative of justice facilities as well as those unique to the Hubbard Police Department and Hubbard City Hall.

The preliminary focus of this task was to concentrate on examination and documentation of existing infrastructure, access and current circulation, secure and public parking, ADA compliance, life safety compliance and additional land use regulatory requirements.

## Executive Summary

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Primary concerns noted through evaluation of the existing facilities include:

- Based on the age and condition of the current police station and city hall, the building does not meet current seismic criteria requirements for essential facilities.
- A majority of the building does not meet current ADA requirements
- There are numerous deferred maintenance items that need to be addressed
- The energy performance of the existing building systems and building envelope are limited due to the age of the facility
- The ability to expand the existing facility is limited due to the condition of the structures and availability of land on which to expand.
- Due to site constraints, there is a lack of adequate on-site parking for staff and public vehicles, as well as a complete lack of secure parking for Police Department staff.
- There is a shortage of available space to effectively and efficiently operate within the confines of the existing facility.

### Staff Interviews, Space Programming and Adjacency Diagrams

In conjunction with examination of present conditions, Mackenzie worked closely with the Hubbard Police Department, City Hall, and Public Works staff to better understand the current space needs and projected those needs out based on a 20-year forecast. Through staff interviews, Mackenzie guided each Department through the process of space needs identification and required space allocations. From that, the Design Team developed a program matrix that identified the required spaces, their approximate size and amenities to be provided within them. Upon development of this document and prior to gaining City staff approval, Mackenzie reviewed the findings with the project team to clarify any questions or comments brought up over the course of creating the matrix.

Evaluation of the space needs program determined that a facility of approximately 14,890 square feet would be necessary by the end of the 20-year forecast window. Through this process, Mackenzie determined that the approximately 1,750 square feet of space that the Hubbard Police Department currently operates out of is more than five times too small compared to the required space needed at the time of this report. In conjunction with facility projections, it was determined that secure parking requirements for staff and operational vehicles is non-existent, and public parking is greatly undersized. Projections indicate a 20-year demand of 30 parking stalls for the public, 20 secure spaces for personal city staff vehicles, 2 secure spaces for official City vehicles, and 10 spaces of covered secure police parking.

Mackenzie further validated these identified growth projections and space needs through the use of comparable jurisdictions and newly constructed facilities in the region (see page 01-07 for trending spreadsheet). At about 300 square feet per staff member, the existing Hubbard Police Department is well below comparable jurisdictions, when compared to newly completed facilities, which average approximately 500 square feet per staff member at time of building completion (calculated using staffing counts at time of move-in).

In conjunction with identification of facility needs, Mackenzie prepared a series of adjacency blocking diagrams to illustrate spatial adjacencies and relationships specific to this facility's requirements and those particular to the City of Hubbard.

Executive Summary

These concepts were developed to graphically illustrate programming functions and their relationships to each other while also taking into consideration department culture, division work philosophies and general circulation. Each concept additionally takes into account specific security requirements of a police facility and their relationships to one another and the public functions of a facility.

Relationships with other City functions are also important to consider. Currently, the Department interacts most frequently with the City Administration, Municipal Court, and Public Works (for fleet and facility management). The prospect of master planning a site for all functions necessitates the examination of all parts and shared functions between them to facilitate operational and department efficiencies at all levels.

### Site Examination

Based on the evaluation criteria identified during the previous tasks, the Design Team analyzed the existing city hall and police department site for suitability for the Hubbard City Hall, Public Works, and Police Department. It was determined - due to existing building size, seismic requirements, and site restrictions - that the existing site is not suitable for the future needs of the Departments.

Utilizing programming data, adjacency requirements and operational necessities to facilitate examination and development of site criteria, Mackenzie evaluated the feasibility of relocating the facility to the Schmidt Lane site. Evaluation included zoning impacts, geographic considerations, site access, public presence and compatibility with neighborhood, location, proximity to other City/ government functions, site development costs, property availability, expansion opportunities and ability to meet program requirements.

### Concept Design

The Design Team met with stakeholders to discuss the layout and siting of the project through a series of floor and site plan block diagrams. The design team developed a concept design layout that further defined site access, public and secure parking, the building footprint and primary site characteristics.

## Executive Summary

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## Project Cost Development

Based on the selected conceptual design, JLD developed an opinion of probable construction cost for the new municipal facility and associated site development improvements for the project. These cost projections were comprised of the opinion of costs related to the anticipated raw construction costs and anticipated general contractor margins based on a publicly funded project requiring prevailing wage rates for construction.

In conjunction with the development of the construction costs, Mackenzie prepared cost forecasts for consultant costs, including architectural/engineering fees, construction management fees, special inspections, geotechnical inspections, etc. Additionally, Mackenzie worked with the Hubbard Police Department, City Hall, and Public Works to evaluate and compile potential owner costs, including fixtures, furnishings and equipment, lockers and shelving, fitness equipment, moving costs, and applicable permit fees. A final cost matrix was prepared that provides a comprehensive look at all anticipated costs associated with the project broken out to reflect the construction cost, consultant costs and owner costs.

At the time of this report, the cost of the preferred property was unavailable, and as such, was not included in the project cost development. The site costs should be determined prior to finalizing the project budget.

HUBBARD MUNICIPAL FACILITY	<b>General Construction Cost</b>	<b>\$3,132,995</b>
	1-year Escalation	\$93,990
	General Conditions	\$177,484
	Bonds & Insurance	\$42,556
	CM Fee	\$241,292
	Construction Contingency	\$553,247
	<b>Total Construction Costs</b>	<b>\$4,241,564</b>
<b>Total Consultant Costs</b>	<b>\$771,842</b>	
<b>Total Owner Costs</b>	<b>\$562,155</b>	
<b>Total Project Cost</b>		<b>\$5,575,561</b>

Executive Summary

## SUMMARY OF RECOMMENDATIONS

- Based on the current size, age and seismic limitations of the existing facility, coupled with site constraints, the existing facility is severely challenged to meet current needs or future growth requirements of the department and court. Relocation to a site suitable for the development of a facility and required parking is recommended.
- Examination of the Schmidt Lane site found the lot to be ideally sized for the immediate development requirements of the new Hubbard Public Safety Facility; both for the facility itself as well as the required site infrastructure. Furthermore, the site appears to be ideal for development opportunities to collocate other City functions and allow for master development as a civic center.

## NEXT STEPS

- **Determine Availability and Cost of the Property**  
At the time of this report, the cost of the preferred site was unavailable, and therefore not included in the project cost estimate. Before the project budget is finalized, the availability and cost of the preferred site should be determined.
- **Establish a Desired Time Line and Budget for the Project**  
Based on the findings of Mackenzie's analysis, it is determined that the overall projected costs of the project as described in this report (with the exception of land costs) are estimated to be approximately \$5,575,560. It is encouraged that the Department agree on an expectation of project costs and schedule for development to provide clear direction of expectations to those that represent the Department and their consultants.
- **Determine Funding Mechanism**  
Confirm the funding mechanism(s) the Department expects to pursue to complete the project. Once determined, the Department should assess the financial impact, if any, to the local community in comparison to previous voter approvals.
- **Conduct a Survey of the Property to Ensure Preferred Concept Design Is Achievable**  
Due to the nature of the preferred Concept Design, it is recommended that the Department conduct a site survey to clearly describe the boundaries, topography and any encumbrances on the site to confirm that the preferred Concept Design is achievable.
- **Begin the Public Outreach/Campaign Process**  
Begin process of presenting the message of the need for the project to local community. This effort should entail community outreach meetings to allow attendees to observe the condition of the existing station, as well as presenting the findings of the Needs Assessment process. A process for outreach to local community organizations and private business with an interest in the project should be developed and executed. Provide consistent updates and feedback to the community to ensure that your message reaches as many people as possible. Identify advocates for your project and solicit their participation in the assembly of a Public Advisory Committee (PAC). This committee should be comprised of local community members either active in, or supportive of the needs of the City of Hubbard.

### Summary of Recommendations

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# DEPARTMENT COMPARISONS TABLE

Police Department	Population Size (2011)	City Area (Sq Mi)	Construction Cost per Sq Ft	Police Dept (Sq Ft)	Total Staff	Sworn Officers	Sq Ft per Staff	Sq Ft per Officer
Hubbard <sup>B</sup> (Existing)	3,207	0.72 mi <sup>2</sup>	--	2,215 sf <sup>B</sup>	7	6	316 sf	370 sf
Hubbard (2015)	--	--	--	14,890 sf <sup>B</sup>	7	6	802 sf	935 sf

Algona <sup>A</sup> (2012)	3,061	1.29 mi <sup>2</sup>	--	10,700 sf <sup>A</sup>	9	8	1188 sf	1337 sf
Monmouth <sup>C</sup> (2014)	9,635	2.24 mi <sup>2</sup>	\$261 /sf	10,235 sf <sup>C</sup>	16	13	639 sf	787 sf
Sandy (2011)	9,672	3.14 mi <sup>2</sup>	\$231 /sf	8,180 sf	17	14	481 sf	584 sf
Canby (2012)	15,998	3.79 mi <sup>2</sup>	\$ 229 /sf	25,000 sf	30	25	833 sf	1000 sf
Roseburg (2009)	20,169	9 mi <sup>2</sup>	\$232 /sf	26,886 sf	42	37	640 sf	727 sf
Woodburn (2006)	24,358	5 mi <sup>2</sup>	\$ 176 /sf	27,204 sf	39	31	697 sf	877 sf
Tualatin (1999)	26,558	8 mi <sup>2</sup>	\$ 192 /sf	21,107 sf	46.5	38	454 sf	555 sf
McMinnville (2008)	32,451	10 mi <sup>2</sup>	\$ 244 /sf	34,900 sf	40	34	873 sf	1026 sf
Grants Pass <sup>B</sup> (2010)	32,871	8 mi <sup>2</sup>	\$ 211 /sf	24,000 sf <sup>B</sup>	74	46	324 sf	522 sf
Keizer (2009)	36,191	7 mi <sup>2</sup>	\$219 /sf	28,685 sf	48	40	598 sf	717 sf

<sup>A</sup> Based on Needs Assessment Space-Planning  
<sup>B</sup> Facility is a justice center or shared civic facility;  
 Square footage includes shared facilities/spaces  
<sup>C</sup> Facility is a remodel and/or expansion.

\* Population and staff figures based on 'Uniform Crimes Report - 2011';  
 compiled by the FBI. <<http://www.fbi.gov/about-us/cjis/ucr/crime-in-the-u.s/2011/crime-in-the-u.s.-2011/tables/table-78-1/view>>

\*\* City land area based on the 2010 US Census.

Police Department Comparisons Table

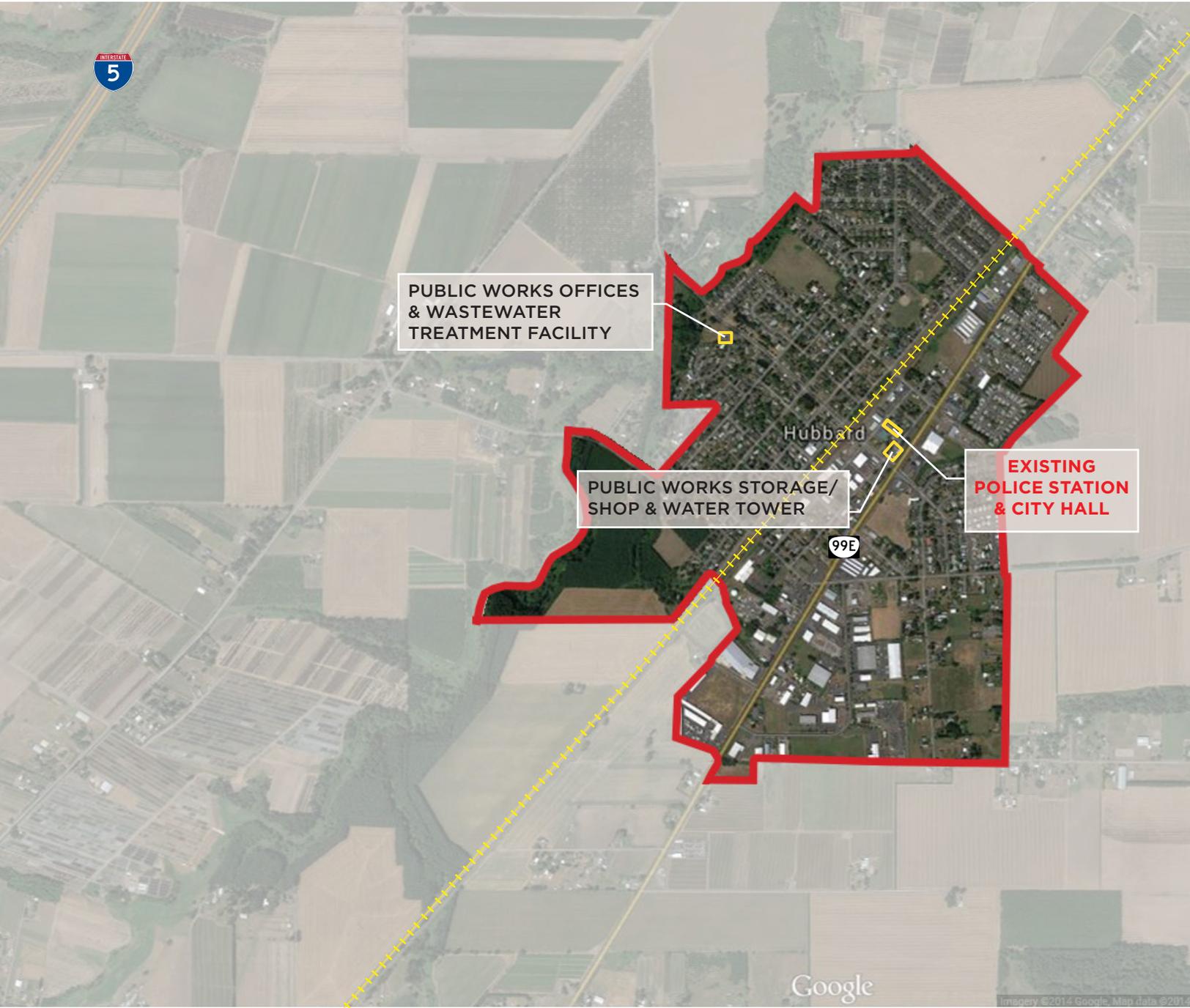




# EXISTING FACILITY ASSESSMENT

2





### HUBBARD, OREGON

- Established : 1891
- Population: 3,173
- Size: .71 square miles
- County: Marion



City of Hubbard: Context Map

# FACILITY ASSESSMENT

The existing facility occupies approximately 3,500 square feet at 3720 Second Street in Hubbard, Oregon. The current facility has been repurposed from a historic schoolhouse building and includes the Hubbard City Hall, Court and City Council Chambers, and Police Department.

Mackenzie performed an architectural and structural observation of the existing building, including review of its current use, operational deficiencies and structural condition. Mackenzie's primary observations have been summarized with photo identification noted on the following floor plan (1, 2, etc.) and subsequent pages of this section.

Overall, from our observation, the current condition of the building is not suitable to meet the current needs of the City of Hubbard. Of primary concern is the lack of structural capacity required for Immediate Occupancy classification of Essential Facilities, the degradation of interior and exterior building materials as well as safety concerns for both staff and the general public resulting from the inadequacy of the condition of the Police Department. Beyond those aspects, the building suffers from a lack of public presence, has no appropriate means of access, spaces that are grossly undersized and over-utilized to meet the City's current needs, and is non-compliant towards ADA (The Americans with Disabilities Act) and Oregon Energy Code standards.

The main public entrance is shared between the Police Department and the City Hall, providing direct access to the "lobby" corridor with little to no ability to reasonably accommodate multiple visitors at one time and is served by one non-ADA compliant toilet room for the public. This area includes a secure service counter for Police directly adjacent to a non-secure service counter for City Hall creating a security issue at this location and also serves as the primary circulation route between the two departments and the existing City Council Chambers. Due to the nature of this space, there is a significant lack of privacy between the public and private areas with no dedicated meeting space outside of the Council Chambers. As the space currently exists, officers are required to hold private conversations with the public in the Council Chambers or escort them into the secure portion of the facility to the interview room.

The Police Department itself lacks a clear hierarchy of security based on areas required to be more public and areas requiring more privacy. The area allocated for processing detainees is situated in an unsecure manner, creating potential for individuals to attempt to flee through other areas of the facility. Additionally, the areas serving the purpose of processing detainees are not hardened and as a result are susceptible to damage and increased maintenance/repairs. Police operations are spread throughout the facility (from the use of the Council Chambers as a Training Room and Evidence Storage to the main Police space on the opposite end of the building). A lack of space is evident throughout. The hallways themselves are also undersized, making it awkward for uniformed officers and staff to pass one another with their duty belts on.

The Department currently stores much of the evidence in a room directly off of the Council Chambers, which is only accessible from an unsecured door directly at the front of the room. This area is particularly undersized with no dedicated temperature and humidity control or additional ventilation as would typically be provided in a modern police facility. The evidence processing space is undersized and shared with the secured entry space used to process detainees and is located at the opposite end of the building from evidence storage, creating the potential for Chain of Custody issues.

There is one locker room on the property for both male and female officers. The space suffers from a lack of ventilation and storage space, creating clutter around the lockers and circulation space.

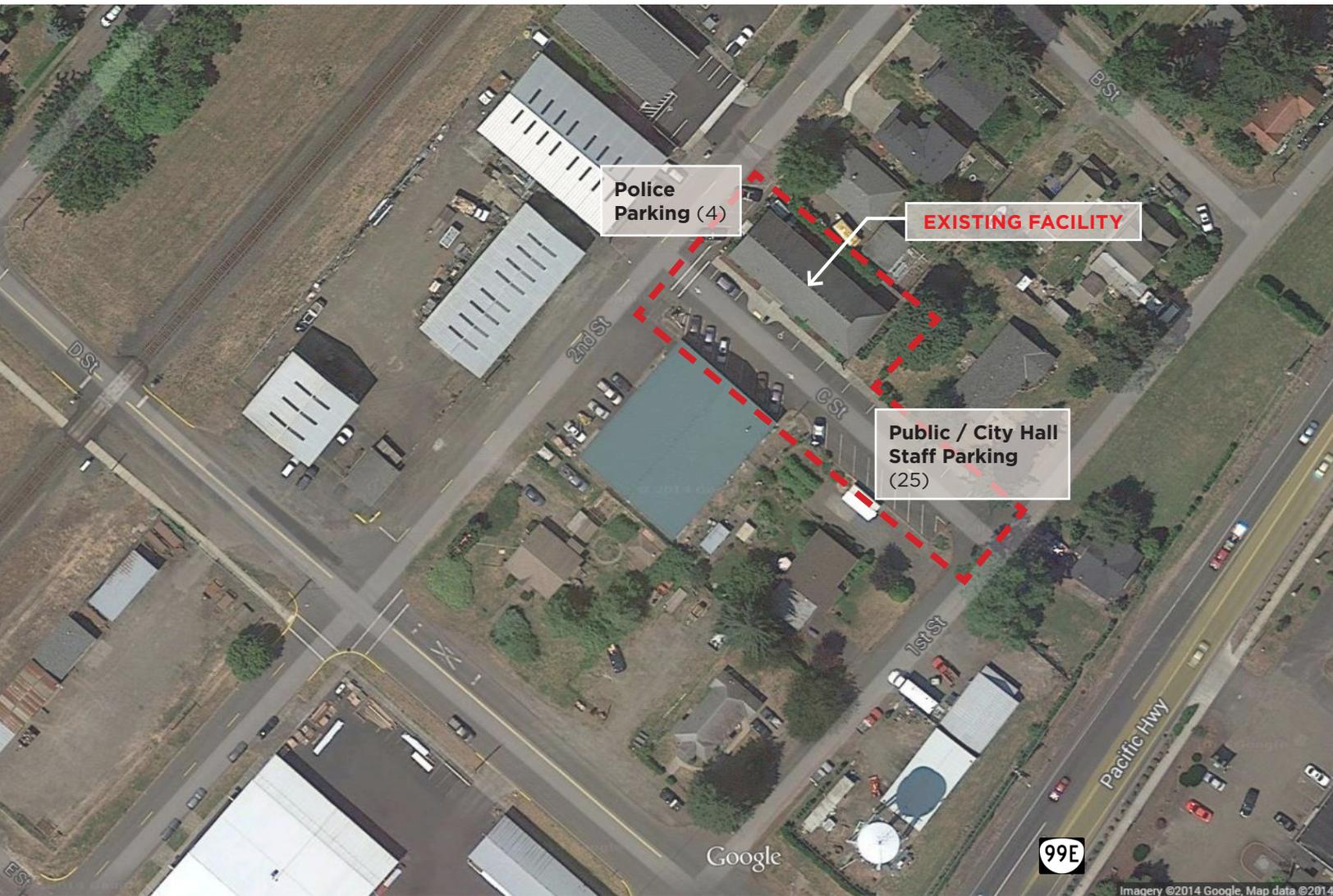
Throughout the facility, Mackenzie staff observed a number of mechanical and ventilation concerns. Such concerns generally surrounded a lack of comfort within the spaces where the mechanical zoning results in rooms that are either too cold or too hot for their intended purpose. Primary ventilation concerns were observed within the evidence and locker rooms. General plumbing fixtures appeared to be operational; however, many fixtures throughout the restrooms do not meet current accessibility requirements. The building is equipped with an emergency generator that is undersized.

## Facility Assessment Text

---

## City of Hubbard

June 2015



## EXISTING CITY HALL AND POLICE STATION

### LOCATION

- 3720 Second Street  
Hubbard, Oregon 97032

### YEAR BUILT/REMODELED

- 1893/major remodel 1996

### SITE SIZE

- 4622 sq. ft (does not include on-street parking)

### BUILDING SIZE

- Approximately 3,500 sf

### PARKING ON-SITE

- 25 Public Spaces
- 4 Non-Secure Staff Spaces

### FLOORS

- 1 story with attic

### ZONING

- Public Use (PU)

### FIRE SPRINKLERS

- No

### CONSTRUCTION TYPE

- V-B

### STAFFING

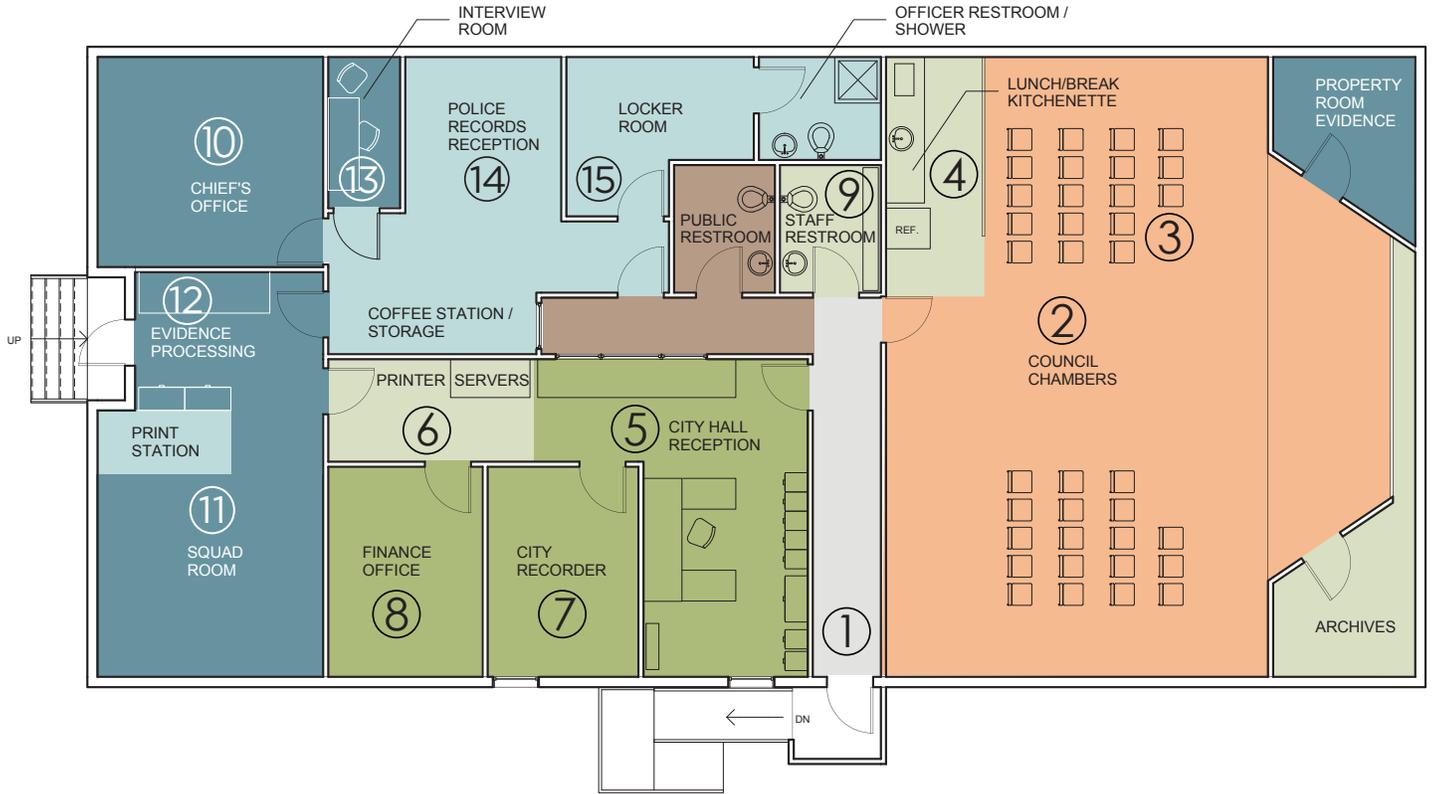
- 6 Sworn Officers
- 1 Unsworn Civilian Staff
- 3 Administrative City Hall Staff



Existing Facility Site: City Hall & Police Department



# EXISTING FACILITY FLOOR PLAN



## LEGEND

- CIRCULATION
- PUBLIC AREAS
- COUNCIL CHAMBERS
- CITY HALL / RECORDS / ADMINISTRATION
- CITY HALL ANCILLARY / STAFF SUPPORT / IT
- POLICE OPERATIONS
- POLICE ANCILLARY / STAFF SUPPORT / IT



Existing Facility Plan: City Hall & Police Department



## 1. PUBLIC ENTRY

- Cramped, narrow space
- Poor lighting
- Lack of seating for visitors
- Unclear circulation



## 2. COUNCIL CHAMBERS

- Undersized for the necessary functions it is currently used for
- Lack of table and chair storage.
- Shared with break room area



## 3. COUNCIL CHAMBERS SEATING

- Shared with break room area
- Undersized space for seating (and for potential growth)



## 4. STAFF LUNCH AREA AND KITCHEN

- Tucked in the corner of the council chambers
- No separation from council chambers' functions and this social space
- Undersized with no dedicated seating

## 5. CITY HALL RECEPTION

- Very limited amount of floor space
- Overflowing with records and storage (file cabinets, boxes, and full shelves)
- Inadequate and precarious location for city safe
- Lacks a well-secured cash drawer



## 6. SERVER / PRINTER AREA

- Currently located in a corridor-width space
- Lack of proper temperature control and ventilation.
- Unsecure



## 7. CITY RECORDER'S OFFICE

- Lack of space for storage
- Lack of table / desk space for laying out large-format plans
- No space for guest seating / small private conference



## 8. FINANCE OFFICE

- No natural light
- Limited ventilation
- Overflowing with storage materials / boxes / file cabinets



Existing Facility Interior



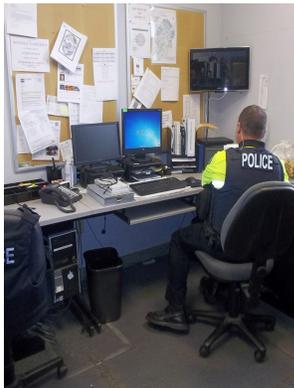
## 9. CITY HALL STAFF RESTROOM

- Overflowing with storage, which limits its functionality
- Not very maneuverable
- Not ADA compliant



## 10. POLICE CHIEF'S OFFICE

- Office spaces within the facility are limited and undersized. There is a lack of available space for file cabinets and guest seating for private conference. This limitation is worsened by the further lack of conference space within the facility for confidential or sensitive discussions.



## 11. SQUAD ROOM

- Lack of storage space
- No room for growth
- Lacks privacy from adjoining police station entry and suspect/evidence processing



## 12. OFFICER EVIDENCE PROCESSING

- Officer processing is limited in space for the necessary clearances to efficiently utilize the equipment. Proper ventilation is critical of evidence processing.

### 13. INTERVIEW ROOM

- Material and furniture lacks durability
- Not equipped with audio or video recording capabilities



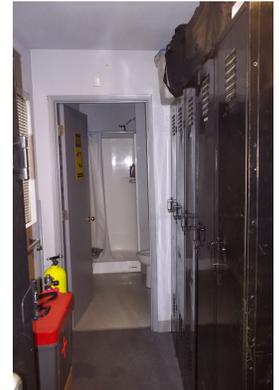
### 14. POLICE RECORDS RECEPTION

- Lack of storage space
- Lack of guest seating



### 15. POLICE STAFF LOCKER ROOM

- Cramped space limits its functionality
- No separate changing for men / women officers
- Lacks proper ventilation



### 16. EVIDENCE OVERFLOW STORAGE

- Located in the officer restroom over the sink
- Potential water damage to evidence due to its location in a restroom with a shower and water-heater
- Inadequate amount of space - both as overflow and in general property room evidence storage



Existing Facility Interior



### 17. POLICE STATION ENTRY / SQUAD CAR PARKING

- Squad car parking is not secure and not covered
- Nondescript and lacks a civic nature



### 18. GENERATOR AND AIR HANDLING UNIT

- Insufficiently sized generator to address emergency needs



### 19. WINDOW CONDITIONS

- Do not meet current energy code standards and require replacement
- Single glazed system increases the energy consumption of the building.
- Many are roughly covered with painted plywood, some are inoperable



### 20. PUBLIC ENTRANCE

- Unidentifiable
- Poor access from the street
- Lack of way finding

## 21. FOUNDATION CONDITION

- Existing brick foundation susceptible to failure in a seismic event
- Poor moisture control



## 22. BUILDING SIDING

- In disrepair with severely chipping paint and deteriorating resistance to moisture intake



## 23. STORMWATER MANAGEMENT

- Direct discharge creates potential for water migration back (in)to the building and site erosion concerns



Existing Facility Exterior





## EXISTING PUBLIC WORKS STORAGE / SHOP & WATER TOWER

### LOCATION

- 3652 First Street  
Hubbard, Oregon 97032

### SITE SIZE

- 16210 sf (.37 Acres)

### BUILDING SIZE

- Approximately 3,000 sf

### PARKING ON-SITE

- 6 Non-Secure Staff Spaces  
and On-Street Parking

### FLOORS

- 1 story warehouse

### ZONING

- Public Use (PU)

### FIRE SPRINKLERS

- No

### CONSTRUCTION TYPE

- V-B



Existing Facility Site: Public Works Storage / Shop & Water Tower



### 1. VIEW OF WATER TOWER ON SITE

- Storage of most Public Works vehicles located on this site
- The warehouse and shop building is used for vehicle, equipment, and supply storage. The police department also uses this space for vehicle storage and to store auction surplus items.
- Public Works has outgrown this site, and it is not adequate for what it is intended for. Some equipment/vehicles must be parked outside, etc.



### 2. SHIPPING CONTAINER STORAGE

- Additional storage located in container on unpaved surface



### 3. VIEW OF GARAGE DOORS ON SHEDS

- Unmarked facility

Existing Facility Exterior

#### 4. WATER PIPES

- Connects to city water tower



#### 5. LARGE EQUIPMENT STORAGE

- Interior of south warehouse with large equipment storage and corner staff restroom



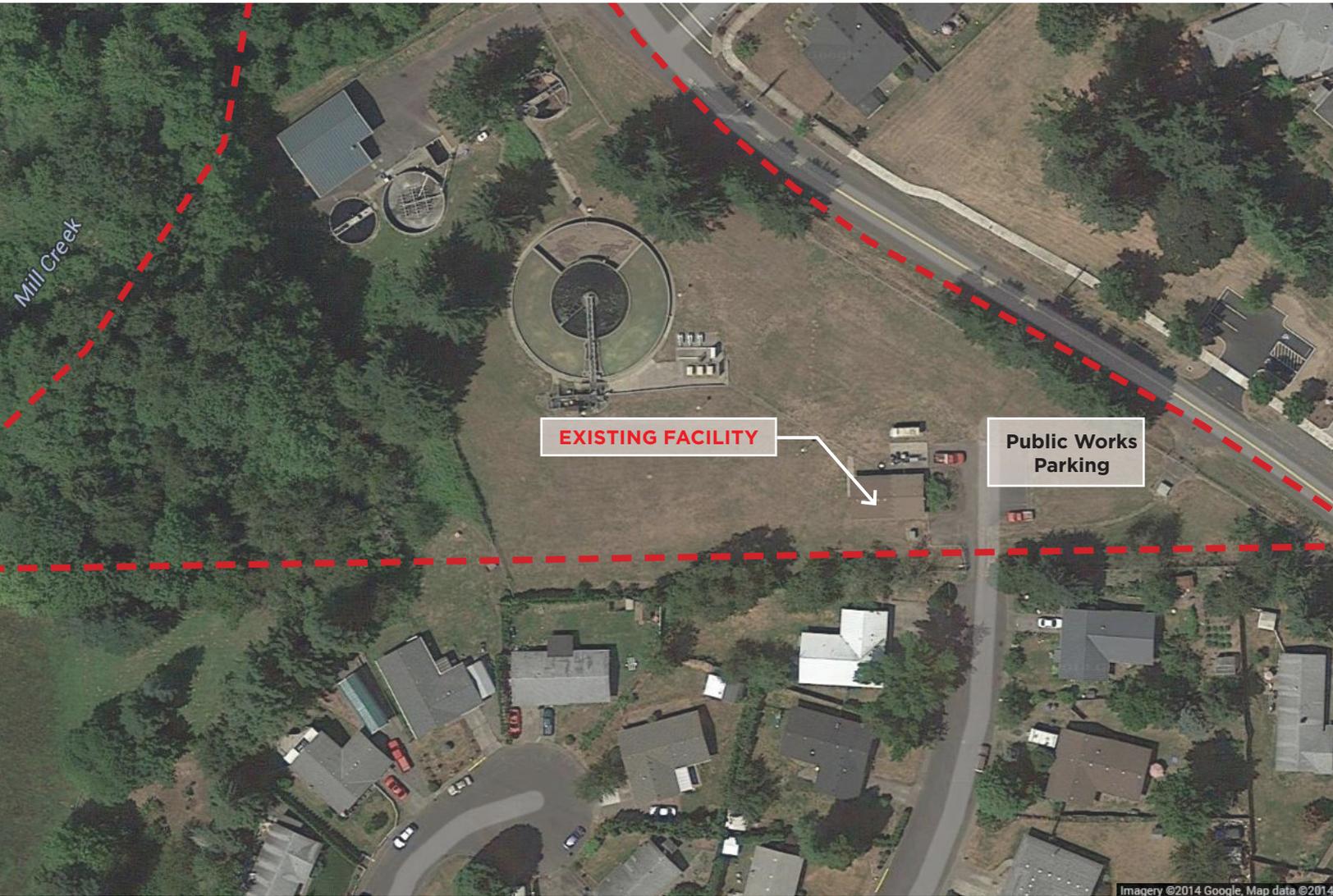
#### 6. SMALL EQUIPMENT STORAGE & SHOP

- Police vehicles also stored in the north shed with small equipment and tools for Public Works



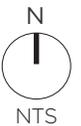
Existing Facility Interior





Imagery ©2014 Google, Map data ©2014

**EXISTING PUBLIC WORKS HEADQUARTERS (& WASTEWATER TREATMENT)**



**LOCATION**

- 3607 Sunset Dr.  
Hubbard, OR 97032

**SITE SIZE**

- 227,726 sf (5.25 acres)

**BUILDING SIZE**

- 882 sf

**PARKING ON-SITE**

- 6 Semi-Secure Staff Spaces

**FLOORS**

- 1 story

**ZONING**

- Public Use (PU)

**FIRE SPRINKLERS**

- No

**CONSTRUCTION TYPE**

- V-B

**STAFFING**

- 2 Full-Time Administrative Staff

Existing Facility Site: Public Works Headquarters & Wastewater Treatment



## 1. PUBLIC WORKS SUPERINTENDENT'S OFFICE

- Current space is somewhat adequate in both offices, with the exception of the map cabinet in the Superintendent's office which is bulky and should be stored in a central area to free up space in the Superintendent's office. Larger office space for both would be good if the offices are moved to a new facility.



## 2. SUPERINTENDENT'S ASSISTANT'S OFFICE

- There is a lack of available table space for reviewing large-scale maps
- Inadequate space for guest seating (for private conference)



## 3. "MEETING" / PRINTING SPACE

- Lack of storage space
- No room for growth
- Backroom/meeting area consists of a general-use computer for Utility Workers; work table; copier; plotter; TV/VCR for viewing underground utility videos, etc.; charging station; and files needing to be accessible to all staff at all times (i.e. safety manual, etc.) The backroom is inadequate for all its intended uses.



## 4. MEETING TABLE SPACE

- Lacks sufficient space for laying out plans
- No seating
- Not enough table space for holding meetings

Existing Facility Interior

**City of Hubbard**

June 2015

## 5. PUBLIC WORKS OFFICE HEADQUARTERS

- Located on the other side of town from the City Hall (inconvenient for shared work with staff at that facility)
- Separated from much of Public Works' equipment which is stored near City Hall
- Lacks civic nature and public presence



## 6. OFFICE ADJACENCY: WASTEWATER TREATMENT

- Adjacency to wastewater treatment creates a less than ideal office setting - especially for public planning meetings



## 7. BUILDING FACADE CONDITION

- Deteriorating condition of paint on exterior walls



## 8. GENERATOR

- Public Works emergency generator



Existing Facility Exterior



# PROGRAM



# PROGRAMMING SUMMARY

Beyond the building program requirements, there are important site elements and considerations that must be taken into account for police operations and public functions. These program elements include public parking; secure parking for staff, patrol vehicles, and equipment; emergency power; building threat protection; and access to and from the site. The most challenging consideration, for any site, stems from public and secure parking requirements. These are governed by jurisdictional

requirements as well as Department growth projections and space requirements for vehicles and equipment.

The following pages outline the specific square footages for each space identified by the project team during the programming effort. Specific space needs have also been identified in the comments section, as appropriate (i.e. equipment, furniture layouts, etc.).

SPACE USE	SQUARE FEET		
	EXISTING	MOVE-IN	2035
PUBLIC AREA: LOBBY ENTRY		1,184 SF	1,184 SF
SHARED FACILITIES & SUPPORT	230 SF	3,522 SF	3,522 SF
CITY HALL	735 SF	1,142 SF	1,219 SF
PUBLIC WORKS	882 SF	950 SF	950 SF
MULTI-PURPOSE ROOM*	1,180 SF	2,400 SF	2400 SF
POLICE ADMINISTRATION & OPERATIONS	725 SF	1,292 SF	1,292 SF
POLICE SUPPORT FUNCTIONS	160 SF	1,608 SF	2,242 SF
<b>POLICE BOOKING / PROCESSING</b>	<b>155 SF</b>	<b>352 SF</b>	<b>352 SF</b>
<b>POLICE PROPERTY / EVIDENCE</b>	<b>85 SF</b>	<b>792 SF</b>	<b>792 SF</b>
<b>TOTAL</b> (INCLUDES 20% CIRCULATION)	<b>4,152 SF</b>	<b>14,052 SF</b>	<b>14,890 SF</b>

\*Council Chambers, Municipal Court Room, Planning Commission, Police Training Room(s), Community Meeting Room, Primary EOC (Emergency) Incident Command

PARKING			
PUBLIC PARKING		5,400 SF (30 STALLS)	5,400 SF (30 STALLS)
STAFF PARKING		2,340 SF (13 STALLS)	3,600 SF (20 STALLS)
OFFICIAL CITY VEHICLES		360 SF (2 STALLS)	360 SF (2 STALLS)
POLICE - SECURE / COVERED		1,260 SF (7 STALLS)	1,800 SF (10 STALLS)



Space / Rm Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments
	Exist	2015	2035	Exist	2015	2035	W	L	Area	Exist	2015	2035	
<b>Hubbard Space Requirements Summary</b>													
City Departments										4,152	14,052	14,890	Assumes a single-story building
Exterior Requirements											22,083	25,600	
<b>TOTAL SITE:</b>											36,135	40,490	Approximately 1 +/- acres at full build-out.
<b>Hubbard Space Requirements Summary *</b>													
Shared Facilities & Support	N/A	N/A	N/A							1,410	7,106	7,106	* This facility will be the emergency services EOC as Incident Command. Community Shelter and Kitchen will be off-site at Fire Department
Police Department	7	7	10							1,125	4,853	5,614	
Municipal Court	2	2	2										
City Hall	3	3	6							735	1,142	1,219	
Public Works	5	5	10							882	950	950	
<b>TOTAL BUILDING SQUARE FOOTAGE</b>										4,152	14,052	14,890	
<b>TOTAL EXTERIOR REQUIREMENTS</b>											22,083	25,600	
<b>TOTAL SITE REQUIREMENTS</b>											36,135	40,490	Approximately 1 +/- acres at full build-out.

Space / Rm Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments
	Exist	2015	2035	Exist	2015	2035	W	L	Area	Exist	2015	2035	
<b>Shared Facilities &amp; Support</b>													
<b>PUBLIC LOBBY</b>													
Vestibule				1	1		8	8	64		64	64	
Main Lobby				1	1		20	30	600		600	600	Includes waiting area seating; lobby display info (could include forms, pamphlets, electronic kiosk?)
Men's Public Restroom				1	1		10	26	260		260	260	Sized for maximum Court capacity
Women's Public Restroom				1	1		10	26	260		260	260	Sized for maximum Court capacity
<b>Group Total</b>		0	0	0							1,184	1,184	
<b>MULTI-PURPOSE ROOM</b>													
Large Multi-Purpose Room				1	1		40	60	2400		2,400	2,400	Functions as Council Chambers, Municipal Courtroom, Planning Commission, Police Training Room(s), Community Meeting Room, Primary EOC (Emergency) Incident Command; dividable space for shared uses; 100 person capacity
Chairs / Tables Storage				1	1		10	10	100		100	100	Also used to store police training mats
Audio / Video Media Storage				1	1		8	10	80		80	80	Secure; Temperature controlled; Projector, microphone equipment, recording system
Coffee Area / Prep				1	1		0	0	0		0	0	Counter w/ sink included within Community Room
<b>Group Total</b>		0	0	0							2,580	2,580	
<b>FACILITY SUPPORT</b>													
Conference/Meeting Room				1	1		12	18	216		216	216	Shared Conference Room / Table for 10 / Video Projection
Small Conference Room				1	1		10	12	120		120	120	Shared by Police, City Hall, Courts, Public Works 4-6 person capacity; data/tele port; Could be taken over by police in the case of a major investigation
Break / Lunch Room				1	1		20	20	400		400	400	Shared / Full Kitchen (stove, fridge, sink)
City Archives / Records Storage				1	1		10	20	200		200	200	Fire and water resistant, secure records strg area temperature controlled; compact shelving
Central Server Room				1	1		10	15	150		150	150	Secure; temperature controlled; electronics storage; Computer Hub
Supply Storage				1	1		6	8	48		48	48	Office supplies, documents
Physical Training				1	1		20	30	600		600	600	Shared fitness/training room
Janitorial Room				1	1		10	12	120		120	120	cleaning materials; include locking cabinets for some secure utility storage
Electrical Room				1	1		12	20	240		240	240	
Sprinkler Riser Room				1	1		8	8	64		64	64	
<b>Group Total</b>		0	0	0							2,158	2,158	
<b>SUBTOTAL</b>											5,922	5,922	
<b>GENERAL CIRCULATION (20%)</b>											1,184	1,184	
<b>TOTAL SQUARE FOOTAGE (Shared Facilities &amp; Support)</b>											7,106	7,106	
<b>EXTERIOR REQUIREMENTS</b>													
Trash/ Recycle				1	1		10	20	200		200	200	
Generator				1	1		10	16	160		160	160	
Public Parking				30	30		10	18	180		5,400	5,400	Combined number from all Depts.
Personal Staff Vehicles				13	20		10	18	180		2,340	3,600	Combined number from all Depts; semi-secure
Official City Vehicles				2	2		10	18	180		360	360	For City Hall: judge/prosecuting attorney; secure
Patrol Vehicles				7	10		10	18	180		1,260	1,800	For Police (marked & unmarked); covered & secure Include bicycle racks for x4 patrol bicycles
Outdoor Community Space				0	1	1	20	40	800		800	800	Size to be confirmed.
Shared Staff Patio				0	1	1	20	20	400		400	400	Size to be confirmed; adjacent to lunch/break room
<b>Group Total</b>											10,920	12,720	
<b>SUBTOTAL</b>											10,920	12,720	
<b>GENERAL CIRCULATION (100%)</b>											10,920	12,720	
<b>TOTAL SQUARE FOOTAGE (Exterior Requirements)</b>											22,083	25,600	

Program: SHARED FACILITIES & SUPPORT

City of Hubbard

June 2015

Space / Rm Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments	
	Exist	2015	2035	Exist	2015	2035	W	L	Area	Exist	2015	2035		
<b>Police Department</b>														
<b>SHARED SPACES</b>														
Public Restrooms				2	2	0	0	0			0	0	0	SF included within Shared Facilities & Support
Conference Room				1	1	0	0	0			0	0	0	SF included within Shared Facilities & Support
Break / Lunch Room				1	1	0	0	0			0	0	0	SF included within Shared Facilities & Support Shared / Full Kitchen (stove, fridge, sink)
Supply Storage				1	1	0	0	0			0	0	0	SF included within Shared Facilities & Support
Training / Classroom/ Community Room				1	1	0	0	0			0	0	0	SF Included within Shared Facilities; Support Seating for 30 at tables /Video Projection/Ability to Mat Room for Hands on Training/ Partitioned into two rooms when needed
<i>Group Total</i>											0	0	0	
<b>ADMINISTRATION &amp; OPERATIONS</b>														
Chief of Police				1	1	14	22	308			308	308	308	Private office; desk; 1 file cabinet; space for small meeting (4 chairs)
Sergeant				1	1	12	18	216			216	216	216	Shared private office: 2 desks/2 files 4-person conference table
Detectives				1	1	16	16	256			256	256	256	Shared private office: 2 desks/4 files Desk and chairs
Squad Room / Report Writing				1	1	16	16	256			256	256	256	Bullpen suite with 4 work stations Direct line of sight to processing area
Coffee Area / Prep				1	1	0	0	0			0	0	0	Counter w/ sink included within Squad Room
Reception Area (Service Counter)				1	1	12	16	192			192	192	192	Secure w/ bullet proof glazing & ADA counter 2 workstations/desk w/ counter/4 file cabinets/copier/ Shred box Evidence release, drug drop box; adjacent to main lobby and office supply strg
Soft Interview Room				1	1	8	8	64			64	64	64	Citizen contact/soft interviews/room for 3 people; Covert camera & microphone
<i>Group Total</i>											1,292	1,292	1,292	
<b>PROPERTY / EVIDENCE</b>														
Evidence Processing - Officers				1	1	12	16	192			192	192	192	Cardkey access, evidence lockers, work area, drying area/cabinets (8' long) Includes Drying, Temp., & Refridg. evidence lockers; 2x work stations with computers
Evidence Processing - Technicians				1	1	0	0	0			0	0	0	Evidence Tech Processing area 2x work stations with computers; SF included within Main Evidence Warehouse
Evidence Storage - Main warehouse				1	1	1	20	30	600		600	600	600	Compact shelving to be used; fuming tanks; drying tables
Refrigeration Storage				1	1	0	0	0			0	0	0	1x refrigerators; 1x future; SF included within Main Evidence Warehouse
Drug Storage				1	1	0	0	0			0	0	0	SF included within Main Evidence Warehouse
Weapons Storage				1	1	0	0	0			0	0	0	SF included within Main Evidence Warehouse
Oversized Item Storage				1	1	0	0	0			0	0	0	Open shelving within Main Evidence Warehouse
Bicycle Storage - Impound				1	1	0	0	0			0	0	0	5 wall-mounted bike racks for evidence storage;SF included within Main Evidence Warehouse
Evidence Release				1	1	0	0	0			0	0	0	Managed in soft interview room
<i>Group Total</i>											792	792	792	

Program: POLICE DEPARTMENT

Space / Rm Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments
	Exist	2015	2035	Exist	2015	2035	W	L	Area	Exist	2015	2035	
<b>BOOKING / PROCESSING</b>													
Detainee Processing					1	1	10	16	160		160	160	Fixed bench; floor drains; finger printing; photo processor
Hard Interview Rooms					2	2	8	8	64		128	128	Secure; table w/ 2 chairs; cuff ring Hardwired camera; intoxilyzer
Unisex Toilet for Detainees					1	1	8	8	64		64	64	Include cuff bar
<b>Group Total</b>											<b>352</b>	<b>352</b>	
<b>POLICE SUPPORT FUNCTIONS</b>													
Mudroom				0	1	1	12	15	180		64	180	Floor drains/slotted rubber floor mats/hose bib; used for secure access vestibule Shared with Public Works
Men's Restroom				1	1	1	10	26	260		150	260	
Men's Shower Room				0	1	1	12	16	192		192	192	3 Individual Showers
Men's Locker Room				1	15	25	2	7	14		210	350	15 Lockers / 25 Future Lockers (2035)
Women's Restroom				1	1	1	10	20	200		150	200	
Women's Shower Room				0	1	1	10	10	100		100	100	1 Individual Shower
Women's Locker Room				1	5	10	2	7	14		70	140	5 Lockers / 10 Future Lockers (2035)
1st Aid Station				0	2	2	0	0	0		0	0	Within locker room
Boot Polish Station				0	2	2	0	0	0		0	0	Within locker room
Quiet Room				0	1	1	10	12	120		120	120	Adjacent to locker rooms, 1x unisex
Patrol Supply Room					1	1	10	12	120		120	120	Secure; Flash lights, portable radios, tasers, etc.
Armory					1	1	12	15	180		180	180	Secure with countertop for weapons cleaning station; Weapons & ammunition strg/gun safe; sub-divided room
Patrol Equipment Room					1	1	12	15	180		32	180	Secure; Vehicle parts; Adjacent to Squad Room; 2'x2' Wall cubbies for Officer Duty Bags/Radar-Lidars; Thermal Imagers/Flashlight charging Banks
Records Storage					1	1	10	16	160		160	160	Secure; files & reports; compact shelving
Police Office Supply/IT Storage					1	1	6	10	60		60	60	Phones/LEDS/NCIC Computer Hub/Records Supply Storage/ Copier/Shred Box
<b>Group Total</b>											<b>1,608</b>	<b>2,242</b>	
<b>SUBTOTAL</b>		7	7	10							4,044	4,678	
<b>GENERAL CIRCULATION (20%)</b>											809	936	
<b>TOTAL SQUARE FOOTAGE (Police Department)</b>											4,860	4,853	5,614
<b>POLICE EXTERIOR REQUIREMENTS</b>													
Public Vehicles											0	0	SF Included in Shared Facilities & Support
Personal Vehicles				10	10	10					0	0	SF Included in Shared Facilities & Support Uncovered, Secured
Patrol Vehicles				7	7						0	0	SF Included in Shared Facilities & Support Covered if possible, secured, video surveillance
Impound Lot				5	5						0	0	SF Included in Shared Facilities & Support Uncovered, Secured, video surveillance
Storage Shed											0	0	SF Included in Shared Facilities & Support
Generator											0	0	SF included within Shared Facilities & Support Enclosed with sound dampening enclosure.
Trash/ Recycling											0	0	SF included within Shared Facilities & Support
K9 Kennel				0	1	1	4	8	32		32	32	Chain Link Enclosure located under covered secure parking area
Found Dog Kennels				0	4	4	4	8	32		128	128	Found dog kennels for holding/covered away from PD
<b>Group Total</b>											<b>160</b>	<b>160</b>	

Program: POLICE DEPARTMENT [continued]

Space / Rm Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments
	Exist	2015	2035	Exist	2015	2035	W	L	Area	Exist	2015	2035	
<b>Municipal Court</b>													
<b>SHARED SPACES</b>													
Lobby				1	1		0	0	0		0	0	SF included within Shared Facilities & Support
Public Restrooms				2	2		0	0	0		0	0	SF included within Shared Facilities & Support
Courtroom/ Multipurpose Room				1	1		0	0	0		0	0	SF included within Shared Facilities & Support; 100 Court occupants; Shared space w/ EOC, Police, City Hall, & Public Works; adjacent Security Room w/ security glass flush in wall for Court Clerk to take court payments prior to defendant leaving room (doors into main room and out of small room) & phone access; (Dedicated entrance for detainees)
Tables and Chairs Storage				1	1		0	0	0		0	0	SF included within Shared Facilities & Support
Conference Room				1	1		0	0	0		0	0	For Public Defender; SF included within Shared Facilities & Support
<i>Group Total</i>											0	0	
<b>SUBTOTAL</b>										0	0	0	
<b>GENERAL CIRCULATION (20%)</b>										0	0	0	
<b>TOTAL SQUARE FOOTAGE (Municipal Court)</b>										0	0	0	
<b>COURT EXTERIOR REQUIREMENTS</b>													
Public Vehicles											0	0	SF included in Shared Facilities & Support
Official Vehicles				2	2	2	10	18	180		0	0	SF included in Shared Facilities & Support Secure, covered if possible
<i>Group Total</i>											0	0	

Program: MUNICIPAL COURT

Space / Rm Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments			
	Exist	2015	2035	Exist	2015	2035	W	L	Area	Exist	2015	2035				
<b>City Hall</b> ADMINISTRATION FOR: FINANCE, MUNICIPAL COURT, PLANNING, UTILITY BILLING, CITY COUNCIL, STAFF BUDGET COMMITTEE, PLANNING COMMISSION, ETC.																
<b>SHARED SPACES</b>																
Lobby					1	1	0	0	0		0	0	SF included within Shared Facilities & Support; Confidentiality for customers; separation between waiting and payment area; Payment drop box; Shared with Court and Building Dept.			
Public Restrooms					2	2	0	0	0		0	0	SF included within Shared Facilities & Support			
Conference Room					1	1	0	0	0		0	0	SF included within Shared Facilities & Support			
Supply Storage					1	1	0	0	0		0	0	SF included within Shared Facilities & Support			
Kitchen / Breakroom					1	1	0	0	0		0	0	SF included within Shared Facilities & Support Tables, chairs, refrigerator, microwave, coffee			
Council Chambers					1	1	0	0	0		0	0	SF included within Shared Facilities & Support as MPR			
<i>Group Total</i>											0	0				
<b>ADMINISTRATION &amp; FACILITIES</b>																
Director of Administration / Recorder	1	1	1		1	1	12	18	216		216	216	Secured locking private office; Front Glass Wall w/ floor to ceiling shade covering; table area to review land use maps and compile packet material			
Senior Accounting Specialist	1	1	1		1	1	12	15	180		180	180	Secured locking private office; Front Glass Wall w/ floor to ceiling shade covering			
Administrative Assistant / Court Clerk	1	1	2		1	2	8	8	64		64	128	Open workstation; long table top for stuffing Utility Bills and Newsletters; Easy access to front counter but some privacy			
Reception / Front Counter			2		1	1	12	20	240		240	240	Open workstation; counter for computer and printer for cash receipting, miscellaneous office equipment & cash draw; emergency buzzers to Public Works & Police Department; "on the phone" light next to the customer buzzer on the window; Filing space for accounts payable paid invoices			
Payment Windows					3	3	4	5	20		60	60	Payment windows/stations for receiving customer payments in person; adjacent to MPR for court payments? (would need acoustic dampening)			
Secure Storage					1	1	0	0	0		0	0	City Safe; contained within front counter area			
<i>Group Total</i>	3	3	6								760	824				
<b>SUPPORT FUNCTIONS</b>																
Unisex Restroom					1	1	8	12	96		96	96	Serving City staff; include shower; adjacent to physical fitness room			
Copy / Work Room					1	1	8	12	96		96	96	Copy machine, fax machine, mailing machine,			
<i>Group Total</i>											192	192				
<b>SUBTOTAL</b>																
											3	3	6		952	1,016
<b>GENERAL CIRCULATION (20%)</b>																
															190	203
<b>TOTAL SQUARE FOOTAGE (City Hall)</b>																
															1,142	1,219
<b>CITY HALL EXTERIOR REQUIREMENTS</b>																
Public Vehicles											0	0	Included in Shared Facilities & Support			
Personal Vehicles					3	3	6	10	180		0	0	SF included in Shared Facilities & Support Uncovered, secured			
<i>Group Total</i>											0	0				

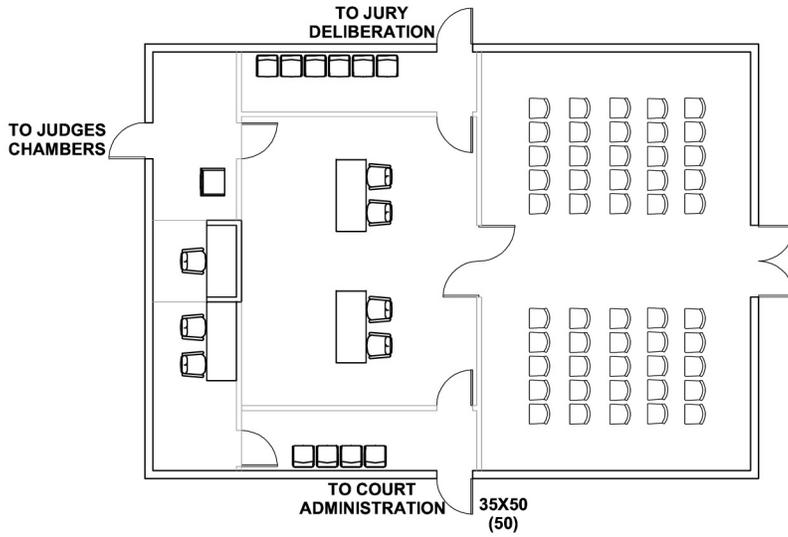
Program: CITY HALL

City of Hubbard

June 2015

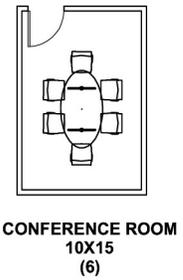
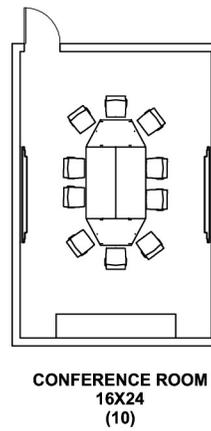
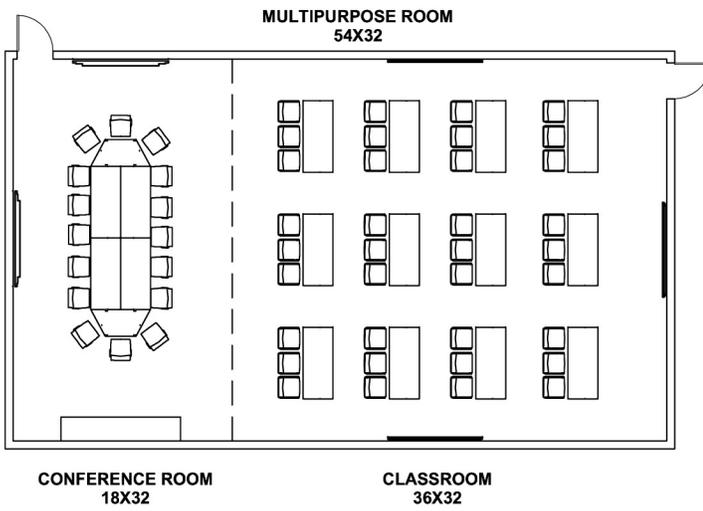
Space / Rm Use	Staffing Requirements			Space Requirements			Space Size			Total Required Square Footage			Comments	
	Exist	2015	2035	Exist	2015	2035	W	L	Area	Exist	2015	2035		
<b>Public Works</b>														
<b>SHARED SPACES</b>														
Lobby				1	1	0	0	0	0	0	0	0	SF included within Shared Facilities & Support	
Public Restrooms				2	2	0	0	0	0	0	0	0	SF included within Shared Facilities & Support	
Conference Room				1	1	0	0	0	0	0	0	0	SF included within Shared Facilities & Support	
Copy Room				1	1	0	0	0	0	0	0	0	SF included within Shared Facilities & Support Printer, copy machine, work space; shared w/ City Hall	
Supply Storage				1	1	0	0	0	0	0	0	0	SF included within Shared Facilities & Support Office supplies, documents, cleaning materials	
Kitchen/ Breakroom				1	1	0	0	0	0	0	0	0	SF included within Shared Facilities & Support Shared with Police & City Hall staff	
<i>Group Total</i>											0	0		
<b>ADMINISTRATION &amp; FACILITIES</b>														
Superintendent				1	1	12	16	192			192	192	Private Office Desk; meeting table; credenza/computer station; 2 guest chairs; 2 file cabinets; would need access to a copy machine	
Assistant to the Superintendent				1	1	10	12	120			120	120	Private Office Plotter; desk; credenza/computer station; bookshelf; 2 file cabinets; 2 guest chairs; small table for viewing large maps. Would need access to a copy machine	
Office Assistant I				1	1	8	8	64			64	64	Open workstation; Work Station w/computer and connection to general printer; 2-4 file drawers; would need access to a copy machine	
Open Meeting / Work Area				7	7	8	8	64			448	448	Work Station w/computer connected to general printer; 2-4 file drawers; for current and future utility workers and temporary summer helper positions	
<i>Group Total</i>											824	824		
<b>SUPPORT FUNCTIONS</b>														
Copy / Work Room				1	1	8	12	96			96	96	Copy machine, fax machine, mailing machine,	
Archive Storage				1	1	0	0	0			0	0	Archived files, shared with other Departments SF included within Shared Facilities/Support	
Mudroom				1	1	0	0	0			0	0	SF included within Police	
Exercise Room				1	1	0	0	0			0	0	SF included within Police	
<i>Group Total</i>											96	96		
<b>SUBTOTAL</b>	5	5	10								0	920	920	
<b>GENERAL CIRCULATION (20%)</b>											0	184	184	
<b>TOTAL SQUARE FOOTAGE (Public Works)</b>											0	1,104	1,104	
<b>PUBLIC WORKS EXTERIOR REQUIREMENTS</b>														
Public Vehicles / Equipment				7	7	8	10	18	180		0	0	0	SF off-site; covered
Personal Vehicles				5	5	10	10	18	180		0	0	0	SF Included in Shared Facilities & Support Uncovered, secured.
Official Vehicles				5	5	9	10	20	200		0	0	0	SF off-site; Covered & enclosed/secure
<i>Group Total</i>											0	0	0	

Program: PUBLIC WORKS



### MUNICIPAL COURT LAYOUT

Scale 1/16" = 1'-0"



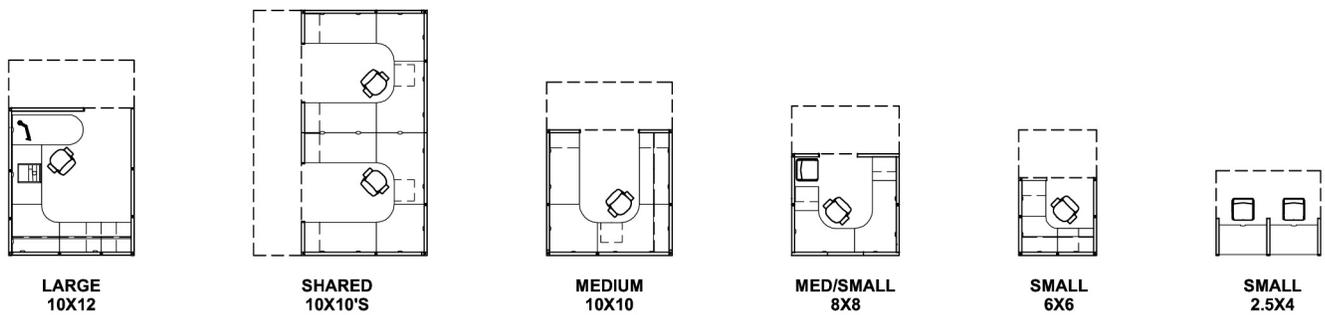
### TYPICAL CONFERENCE LAYOUTS

Scale 1/16" = 1'-0"

# SPACE STANDARDS

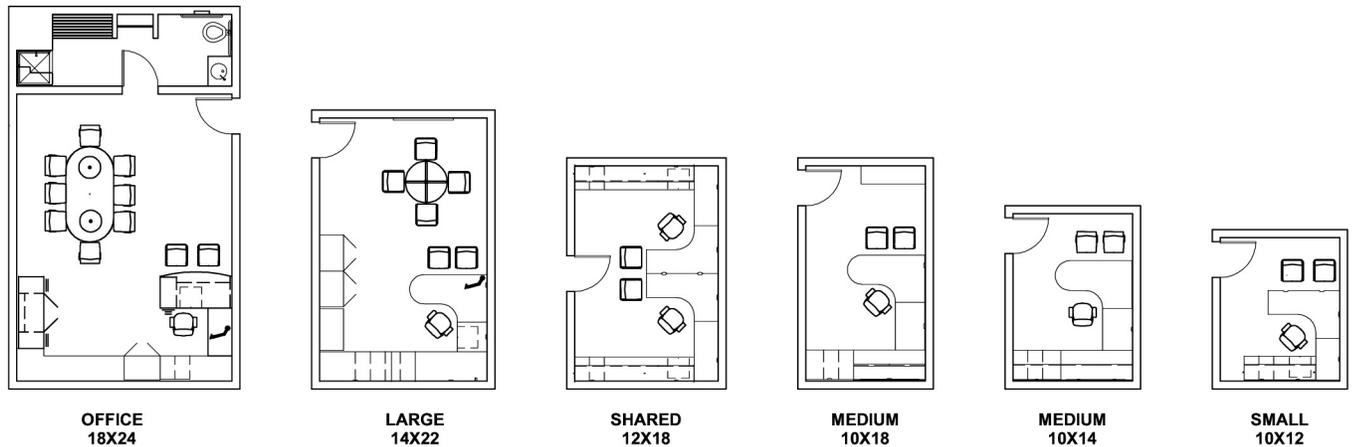
Based on existing emergency response facilities, past experience and general architectural standards, space standards have been developed and depicted to aid in efficiently comparing sizes for offices, support spaces, and primary functions unique to this particular type of facility. These space standards have been utilized in the development and validation of identified program elements.

The following layouts are provided for reference, and to indicate baseline dimensions and room layouts for discussion during the programming process. Actual room dimensions often adjust during the plan development task to account for spacial adjacencies and other design parameters.



## TYPICAL CUBICLE LAYOUTS

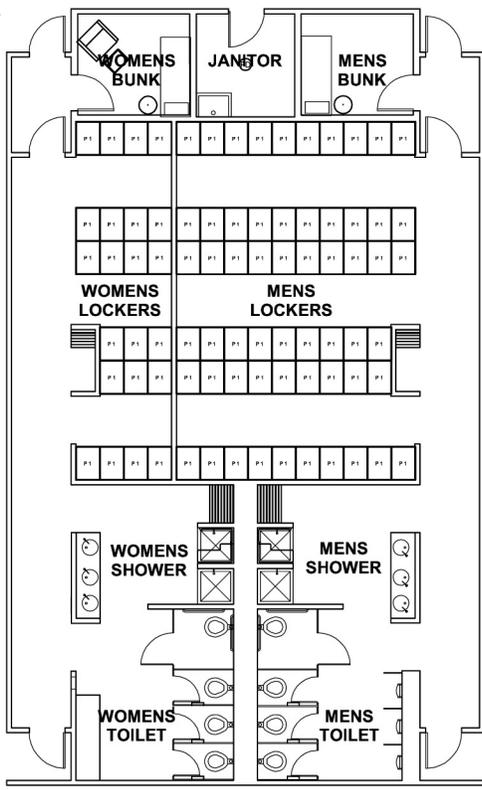
Scale 1/16" = 1'-0"



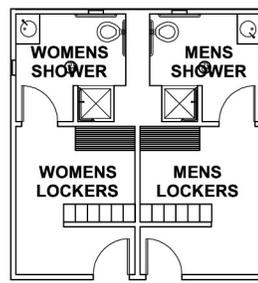
## TYPICAL OFFICE LAYOUTS

Scale 1/16" = 1'-0"

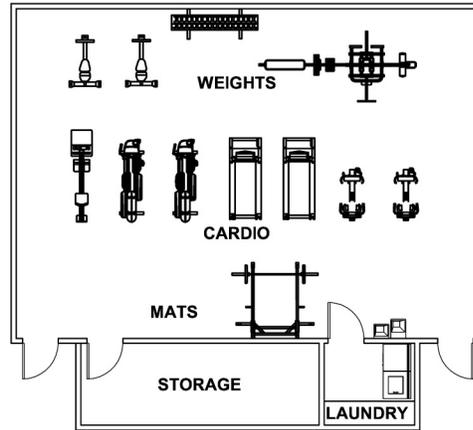
Space Standards



DUTY LOCKER ROOM / SHOWER ROOM



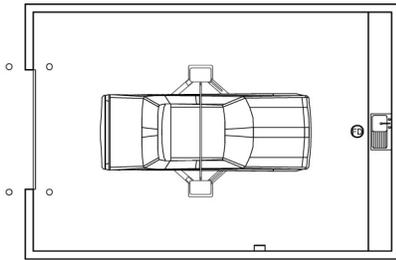
LOCKER ROOM / SHOWER ROOM



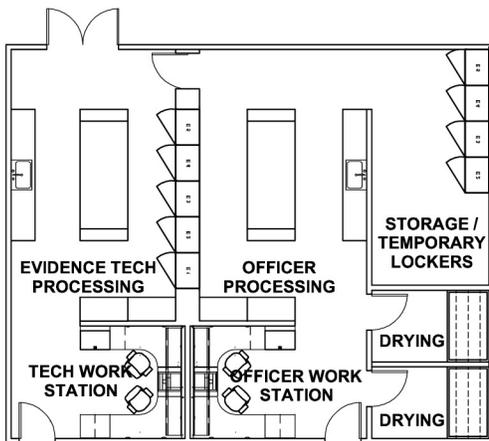
FITNESS

**LOCKER / FITNESS LAYOUTS**

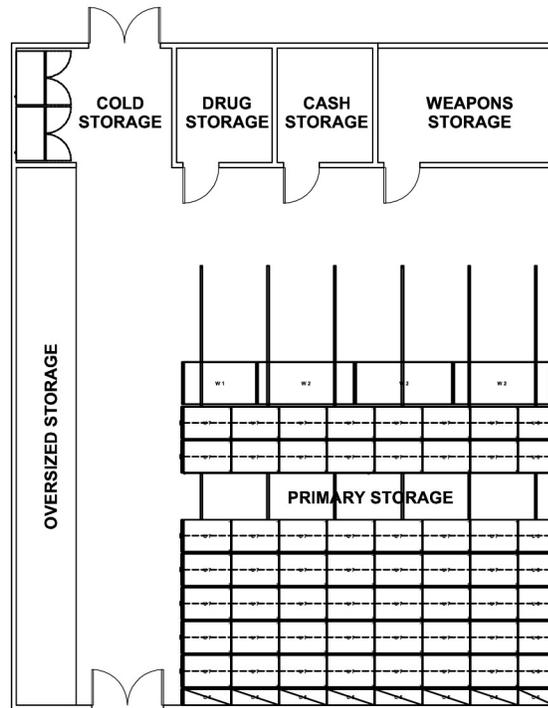
Scale 1/16" = 1'-0"



EVIDENCE VEHICLE GARAGE  
20X30



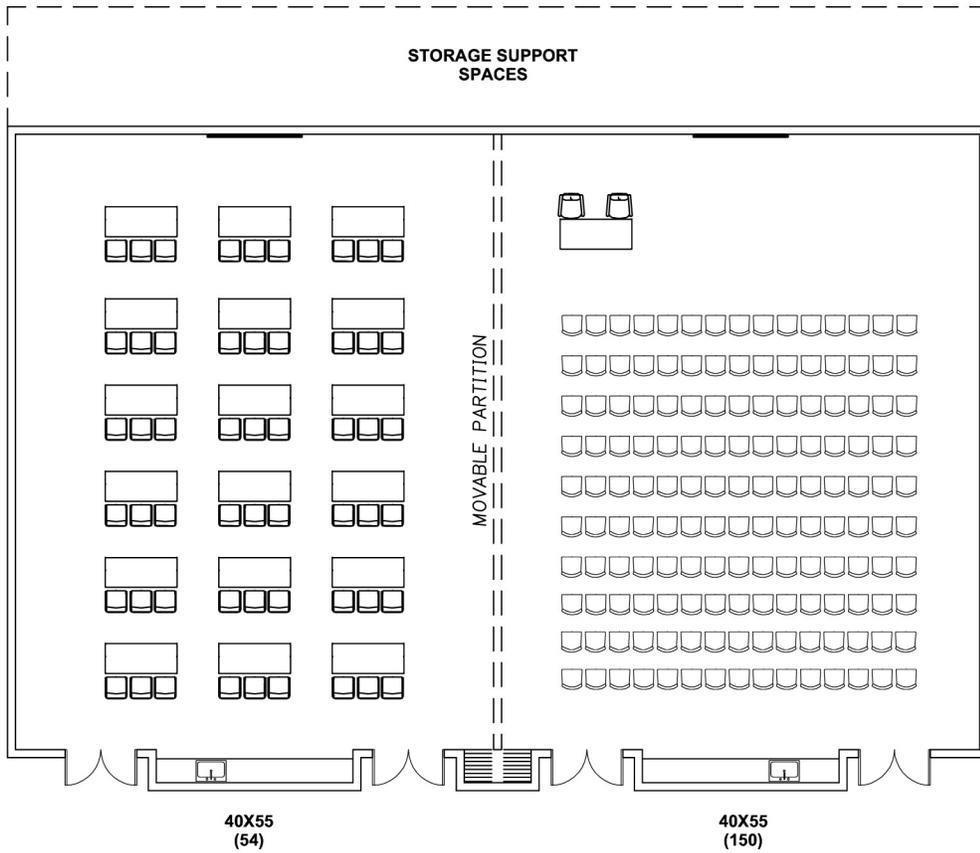
EVIDENCE PROCESSING



EVIDENCE STORAGE  
45X75

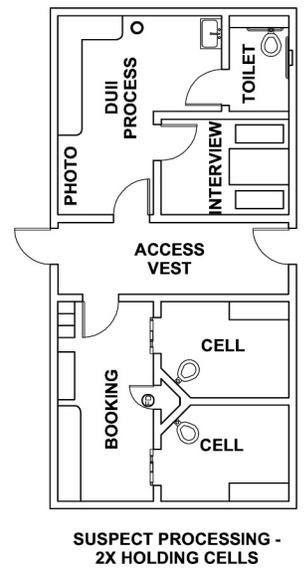
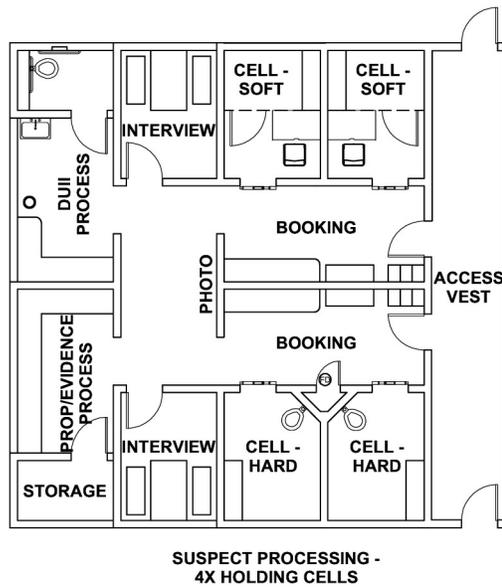
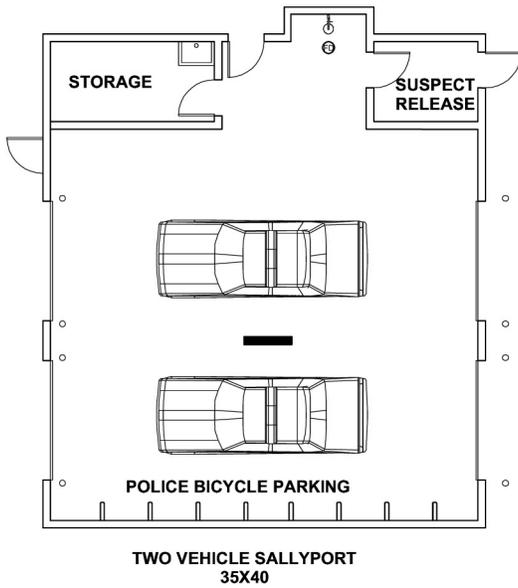
**PROPERTY / EVIDENCE SPACE LAYOUTS**

Scale 1/16" = 1'-0"



**TRAINING CLASSROOM LAYOUTS**

Scale 1/16" = 1'-0"

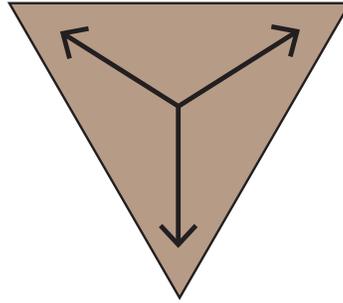


**SUSPECT PROCESSING LAYOUTS**

Scale 1/16" = 1'-0"  
Space Standards

**PUBLIC**

Multi-Purpose Room

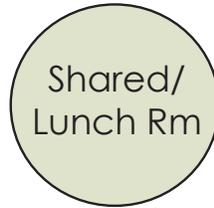


Lobby

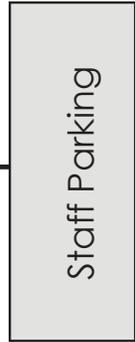


**MEDIUM SECURITY**

City Hall / Public Works Administration

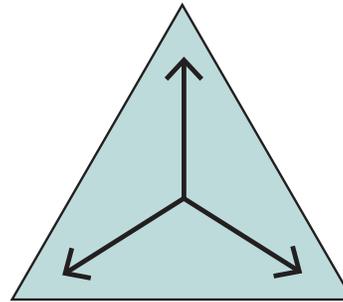


Lockers/Fitness



**HIGH SECURITY**

Evidence/  
Detectives



Patrol/  
Booking



Levels of Security Diagram

# ADJACENCY DIAGRAMS

Public safety facilities are unique in that the relationships of all elements are closely linked to the ability of the police department to efficiently and effectively serve the community. Having an understanding of the relative sizes, proximity, and relationships between spaces is key. In conjunction with developing the future space-needs program for the Hubbard Police Department, City Hall, and Public Works - Mackenzie created three spatial adjacency diagrams: all single-story schemes. These graphics do not represent an actual building, but simply the relationships of spaces and sizes. Their required adjacencies to one another also informed how the schemes were developed.

All three schemes focus on the hierarchy of security between the public, City staff, and Police; flow of services; and development of a common hub for the City of Hubbard. Unlike the existing facility, in these diagrams there are clear public and private faces to establish a secure entrance for Department Staff and provide clear public functions including parking, community plaza, entry lobby, information support, and a large community (multi-purpose) room.

A centralized lunchroom is utilized to help create a common hub for the Police Department and the other City departments that will be housed in the building. The lunchroom is contained within the overall program of shared facilities - which are accessible by all three departments and within the medium security portion of the building.

The high-security area encompasses investigation services, evidence, patrol and booking. These are considered the most sensitive functions and would be located at the farthest reach from the public with secure access from police parking.

The shared functions are:

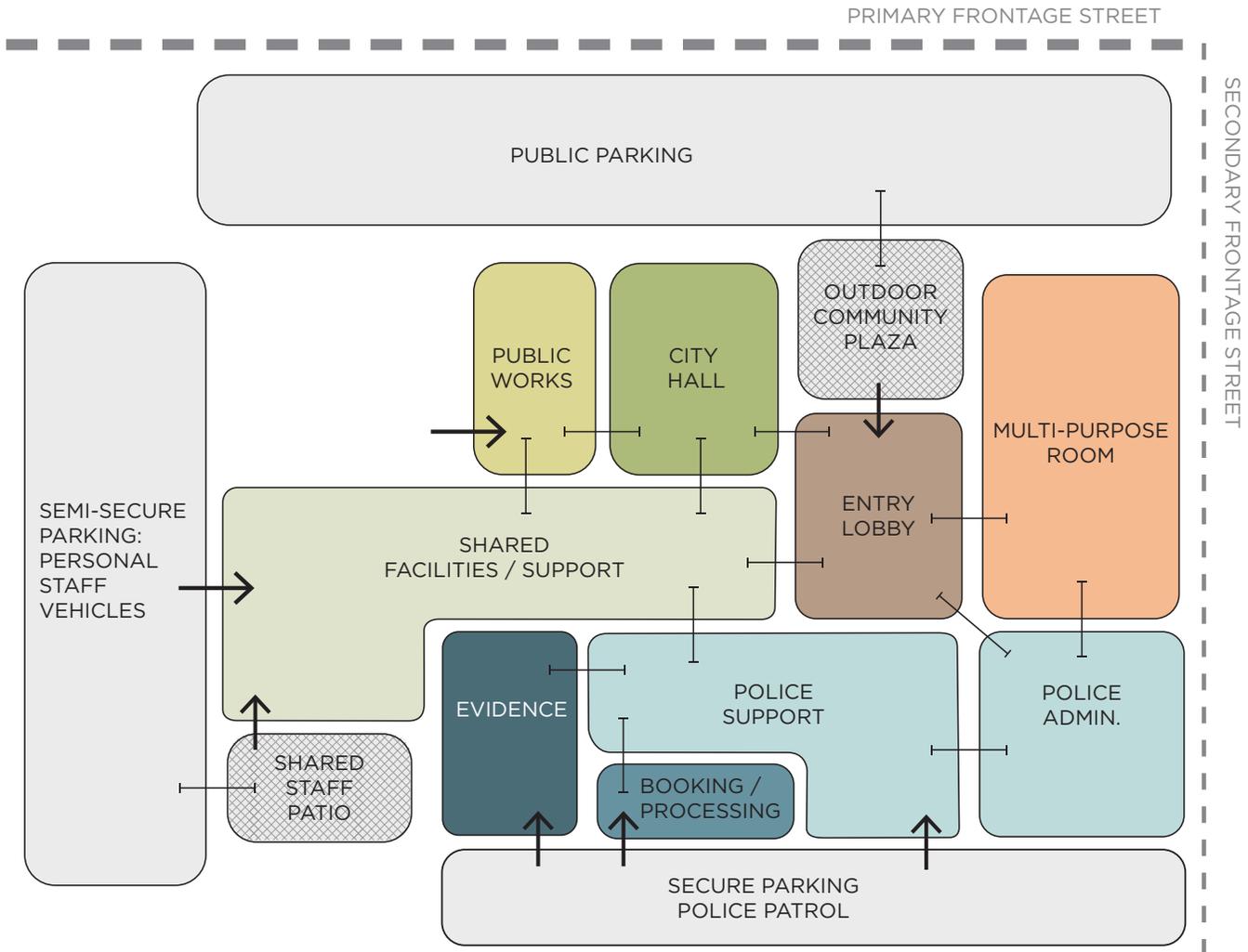
- Multi-Purpose Room
- Various-sized Conference Rooms
- Lunchroom
- City Archives / Records
- Central Server / Information Technology
- Physical Training / Fitness Room
- Public Restrooms
- Lobby
- Staff and Public Parking

The City Departments the Police most often interact with are:

- City Hall Administration
- Municipal Courts
- Public Works for fleet and facility management

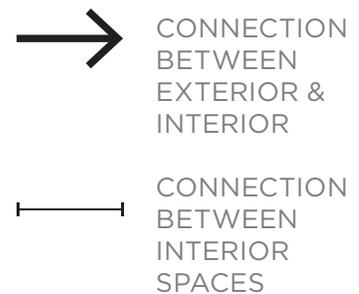
While shared functions will change with a new facility, it is important to consider the necessary and potential connections between the departments - for both design and economic efficiencies.

# OPTION 1



## ADVANTAGES

- All three city departments have direct access to shared facilities (lunch/break, conference rooms, central server, archives, physical fitness, supply storage, etc.)
- Police is buffered from the primary frontage street (the building's public face). This allows for a higher level of security for officers while still providing a connection between Police Administration/Reception and the entry lobby.
- Multi-Purpose Room (MPR) could be opened up to public plaza for community events/gatherings (indoor/outdoor connective space for the people of Hubbard)
- Police secure parking is separated from semi-secure staff vehicle parking. It is best to avoid comingling these parking typologies for security.

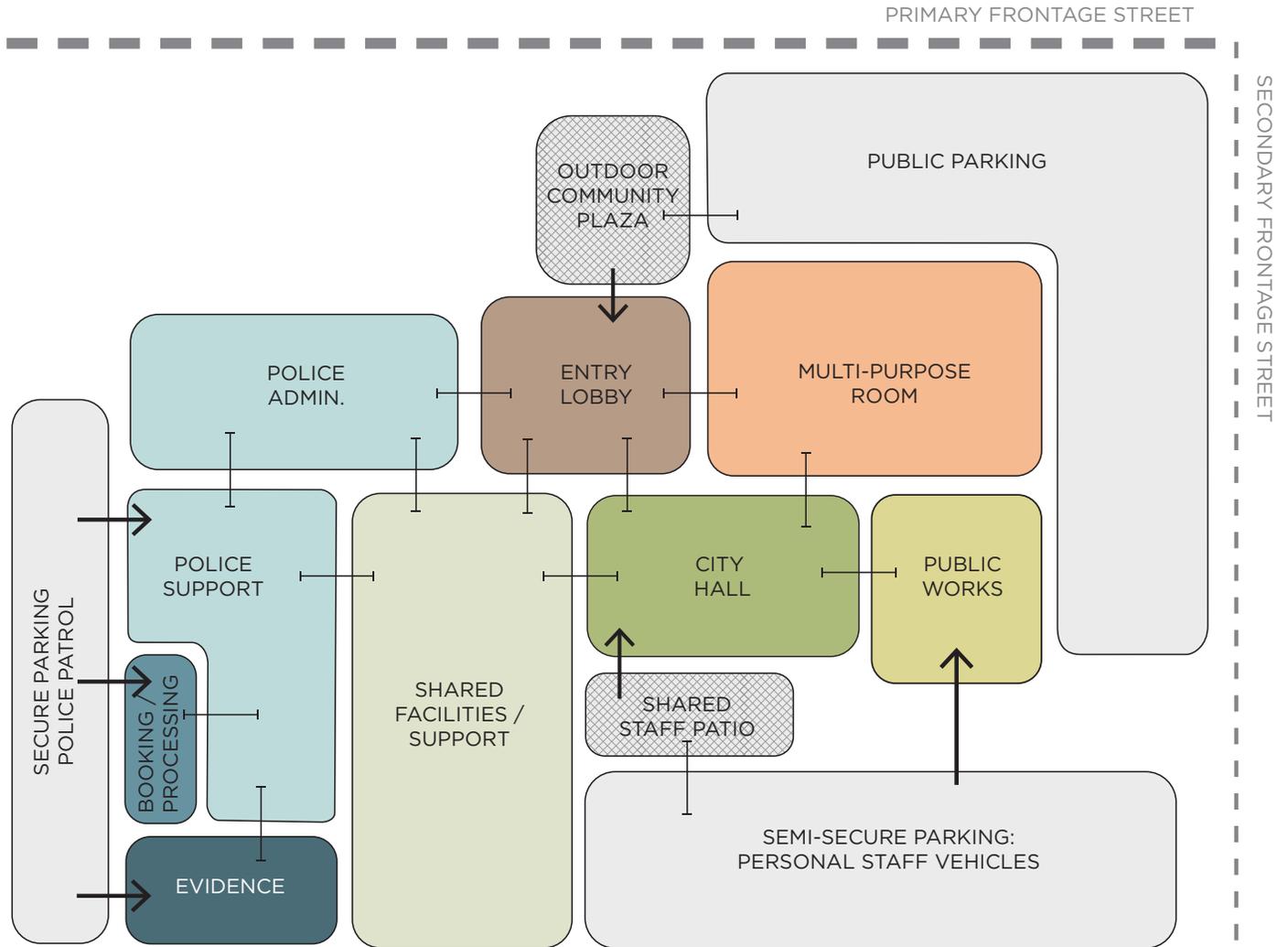


## DISADVANTAGES

- Entry lobby is tucked away from immediate view by MPR and City Hall
- City Hall does not have direct adjacency to MPR

Adjacency Diagram: OPTION 1

# OPTION 2



## ADVANTAGES

- Entrance and public lobby have a prominent presence on the primary frontage street (which could be a welcoming component of the facility)
- Shared facilities are centralized in the layout to allow for optimum functionality among the city departments
- City Hall and Police Administration/Reception have direct access to entry lobby (for connecting to public realm)
- City Hall has direct access to Multi-Purpose Room for court payments

➔ CONNECTION BETWEEN EXTERIOR & INTERIOR

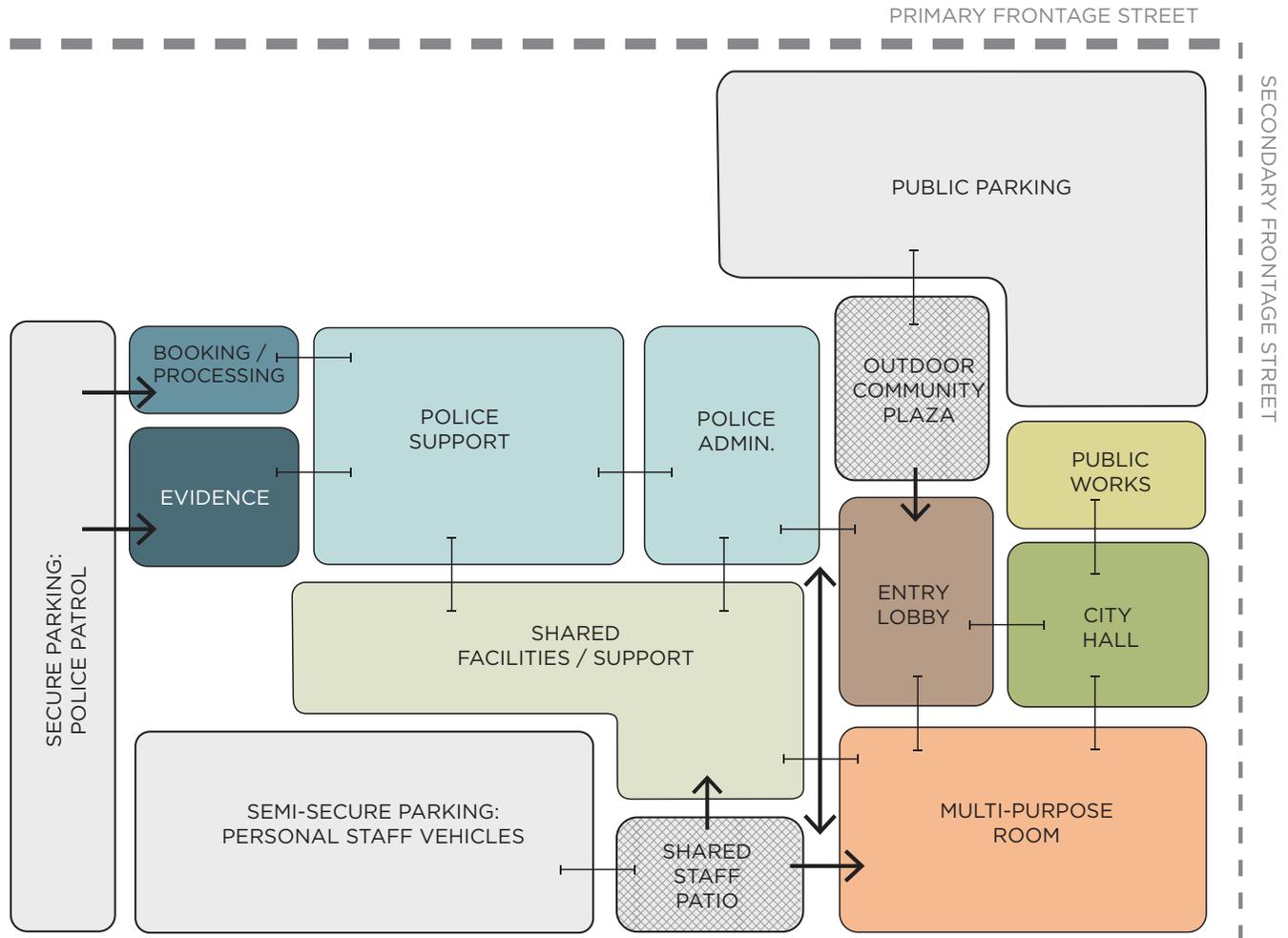
— CONNECTION BETWEEN INTERIOR SPACES

## DISADVANTAGES

- Police Department is partly exposed to primary frontage street and the public realm.
- Public Works does not have direct adjacency to shared facilities

Adjacency Diagram : OPTION 2

# OPTION 3



## ADVANTAGES

- City Hall and Police Administration/Reception have direct access to entry lobby (for connecting to public realm)
- City Hall has direct access to Multi-Purpose Room for court payments

➔ CONNECTION BETWEEN EXTERIOR & INTERIOR

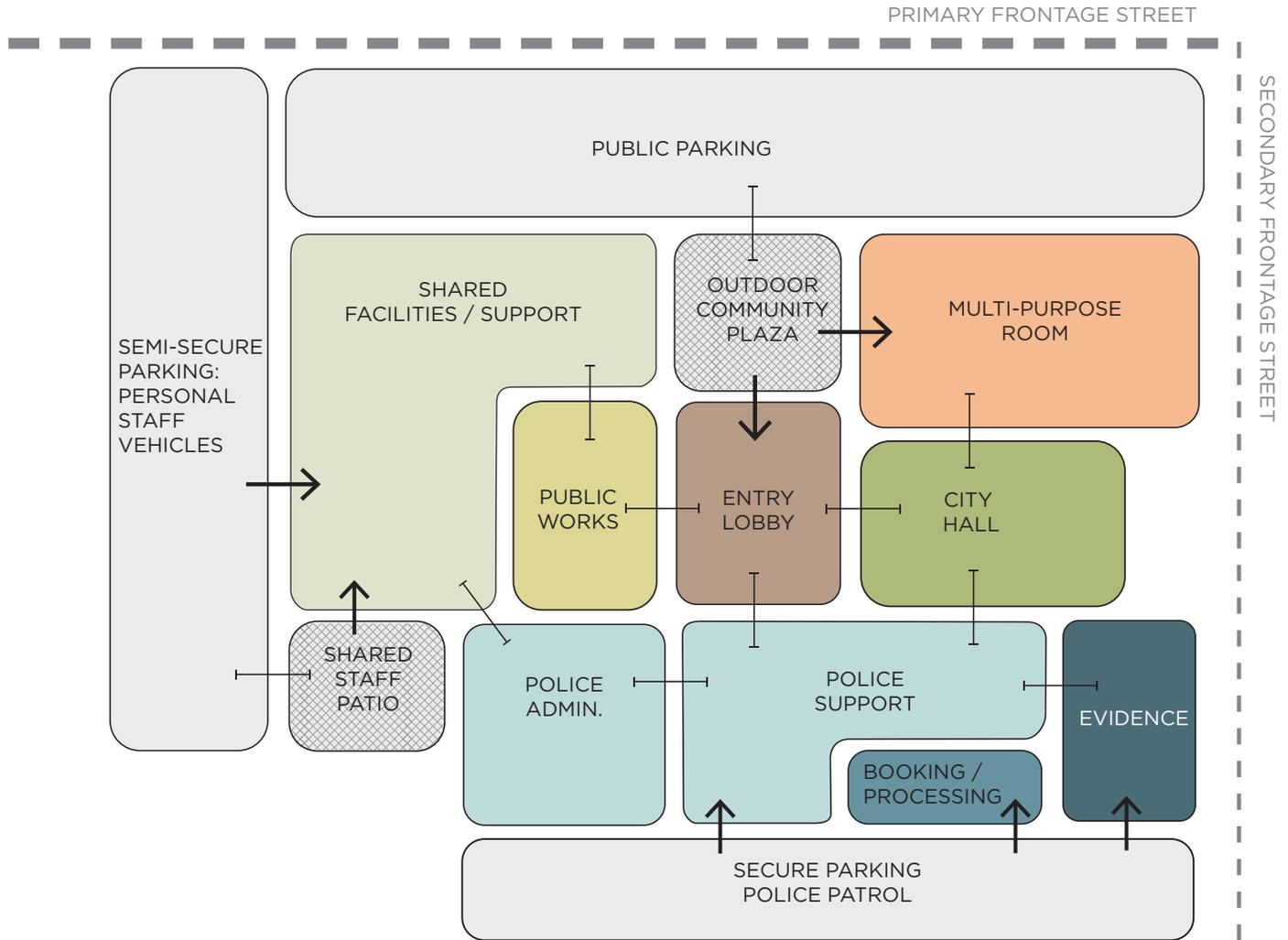
## DISADVANTAGES

- Police department is fully fronting the primary frontage street, which could be a security issue
- City Hall and Public Works do not have direct adjacency to shared facilities (not convenient - especially for supply storage and archives access)
- Police secure parking is directly adjacent to staff parking, which is not ideal for security
- Multi-Purpose Room is located far from public plaza and parking which limits its functionality as a community break-out space

┌─┐ CONNECTION BETWEEN INTERIOR SPACES

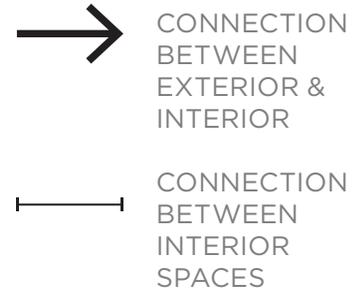
Adjacency Diagram: OPTION 3

# OPTION 4



## ADVANTAGES

- Police is buffered from the primary frontage street (the building's public face).
- Multi-Purpose Room (MPR) could be opened up to public plaza for community events/gatherings (indoor/outdoor connective space for the people of Hubbard)
- City Hall and Public Works are separated from Public Parking for security purposes
- Police secure parking is separated from semi-secure staff vehicle parking. It is best to avoid comingling these parking typologies for security.

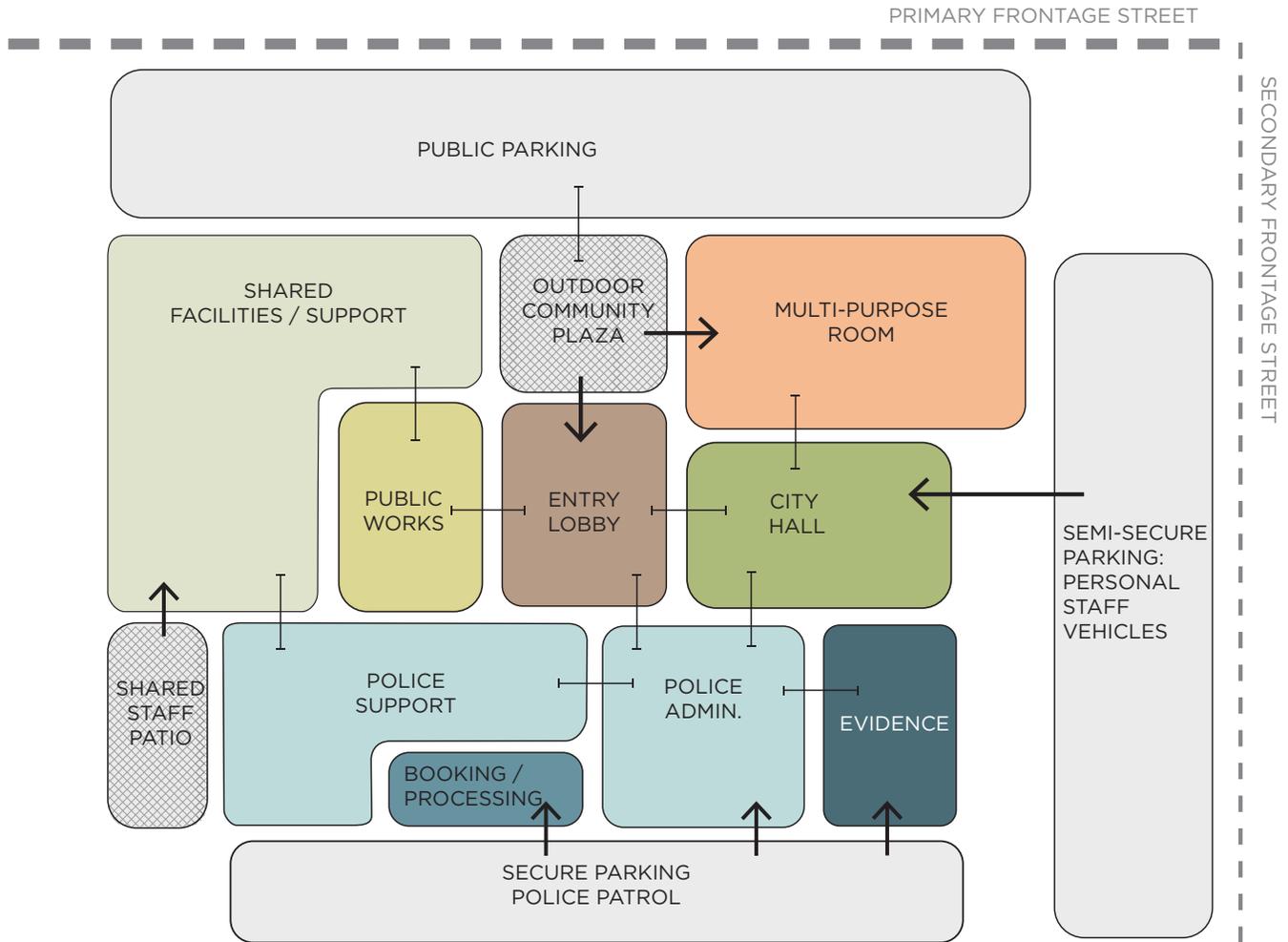


## DISADVANTAGES

- Police Administration (and Reception) doesn't have direct adjacency to Entry Lobby
- Entry lobby is tucked away from immediate view by MPR and Shared Facilities/Support
- City Hall does not have direct adjacency to Shared Facilities/Support

Adjacency Diagram : OPTION 4

# OPTION 5



## ADVANTAGES

- All three City departments have direct access to Entry Lobby
- Police is buffered from the primary frontage street (the building's public face).
- Multi-Purpose Room (MPR) could be opened up to public plaza for community events/gatherings (indoor/outdoor connective space for the people of Hubbard)
- City Hall and Public Works are separated from Public Parking for security purposes

➔ CONNECTION BETWEEN EXTERIOR & INTERIOR

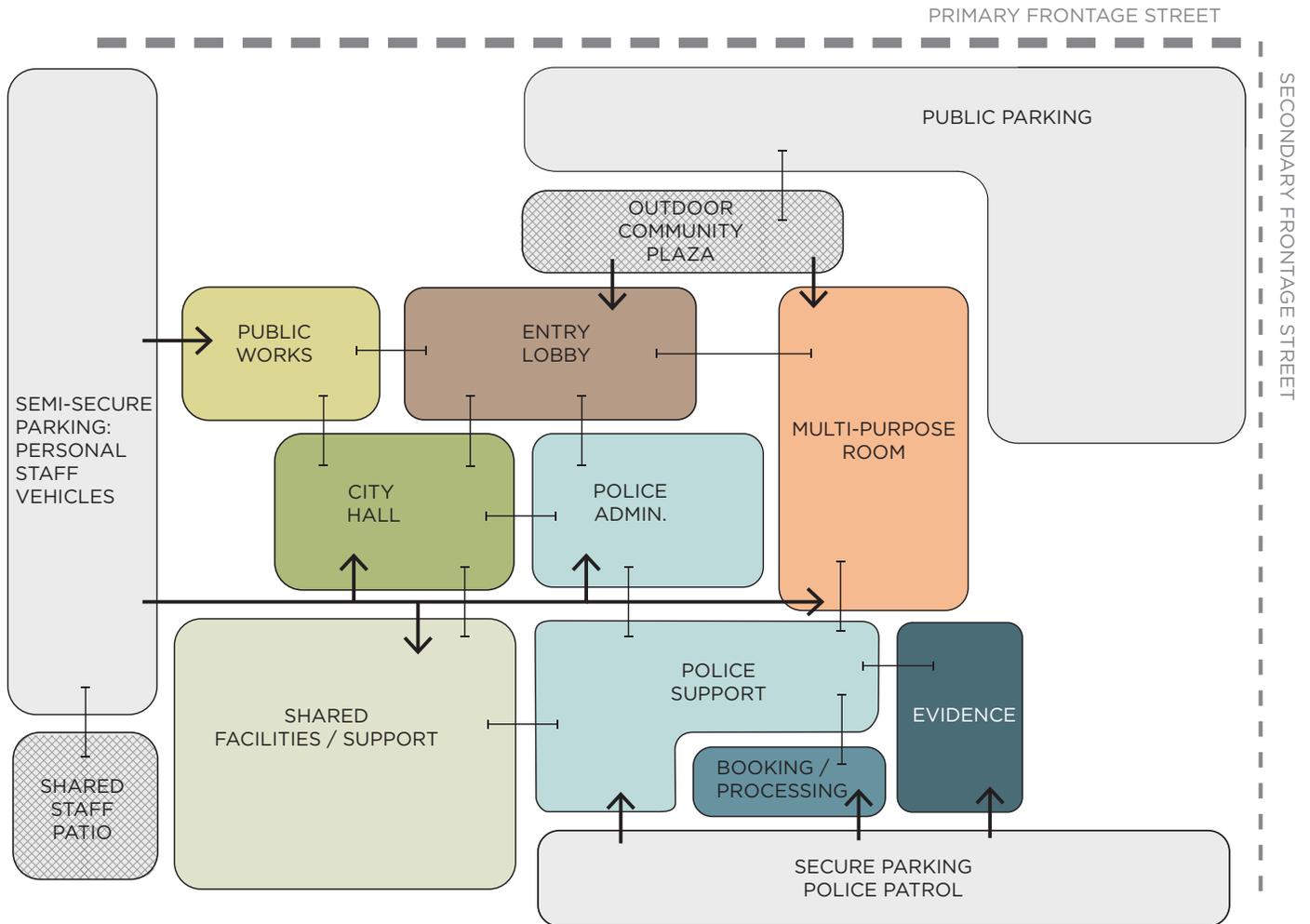
┌ CONNECTION BETWEEN INTERIOR SPACES

## DISADVANTAGES

- Entry lobby is tucked away from immediate view by MPR and Shared Facilities/Support
- City Hall does not have direct adjacency to Shared Facilities/Support; shared spaces are not central in the building, which limits functionality
- Police secure parking is not separate from semi-secure staff vehicle parking. It's best to avoid comingling these parking types for security.

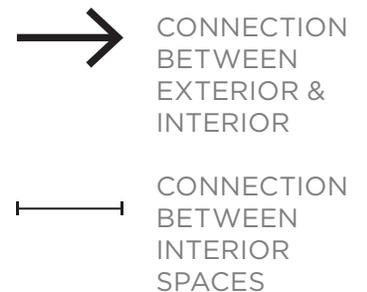
Adjacency Diagram: OPTION 5

# OPTION 6



## ADVANTAGES

- All three City departments have direct access to Entry Lobby
- Police is buffered from the primary frontage street (the building's public face).
- Multi-Purpose Room (MPR) could be opened up to public plaza for community events/gatherings (indoor/outdoor connective space for the people of Hubbard)
- City Hall and Public Works are separated from Public Parking for security purposes
- Police secure parking is separated from semi-secure staff vehicle parking. It is best to avoid comingling these parking typologies for security.
- Prominent Entry Lobby



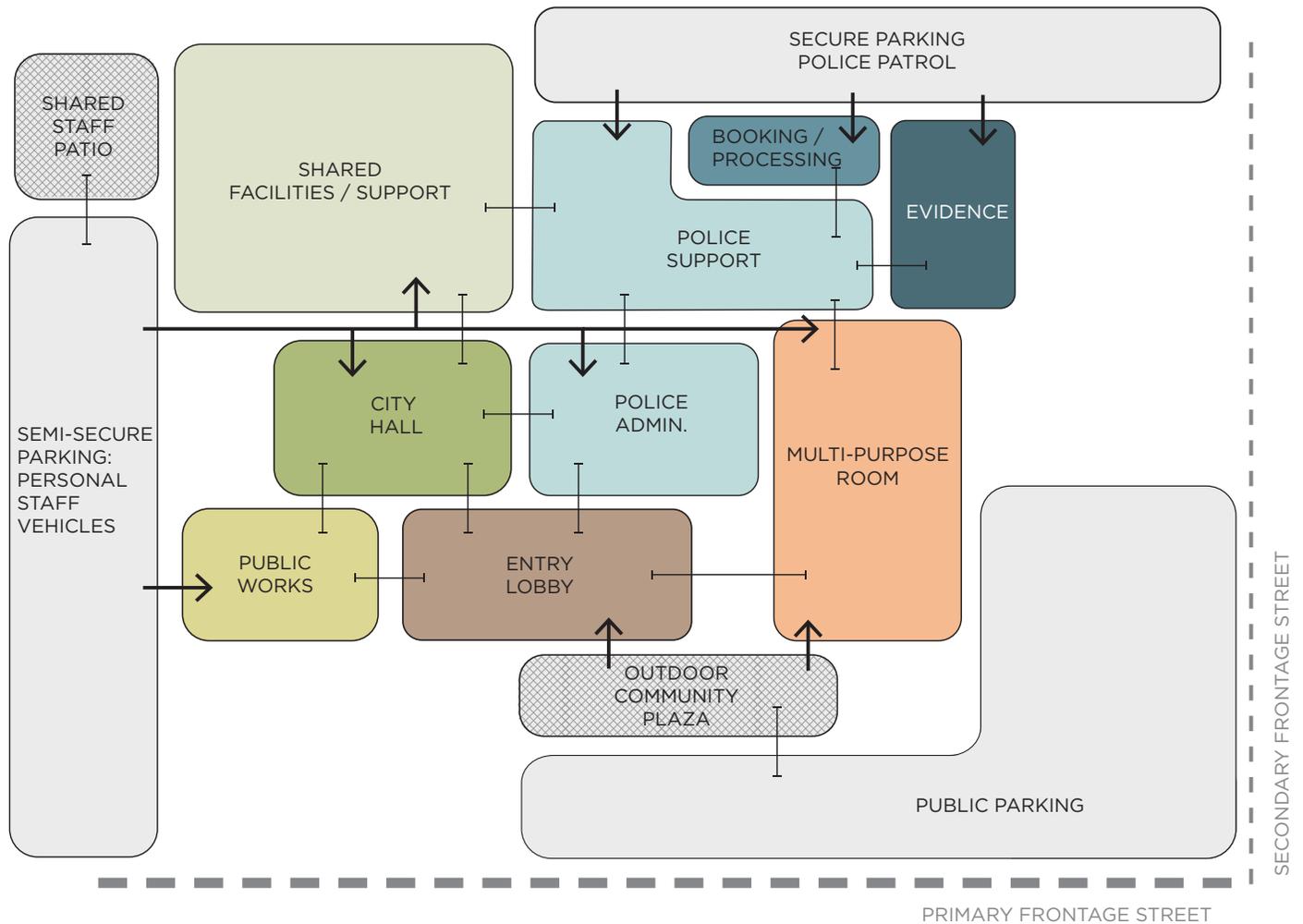
## DISADVANTAGES

- Public Works does not have direct adjacency to Shared Facilities/Support
- City Hall does not have direct access to MPR

Adjacency Diagram : OPTION 6



# SELECTED OPTION



The adjacency diagram shown above has been developed based on comments received from the City of Hubbard during review of the initial adjacency options. The approved adjacency diagram is intended to reflect the ideal relationships between each of the city departments as well as the location of shared and public spaces.

The final adjacency scheme reflects critical relationships often seen in departments, including administration’s interaction with the public

and visibility to the lobby and entry vestibule; proximity of Patrol and Report Writing to the Booking and Processing; central circulation with clear access from staff parking to all departments; and the procedural relationships between officer and evidence processing, and evidence storage.

The final adjacency diagram was leveraged to develop floor and site “block plan” options seen on the following pages.

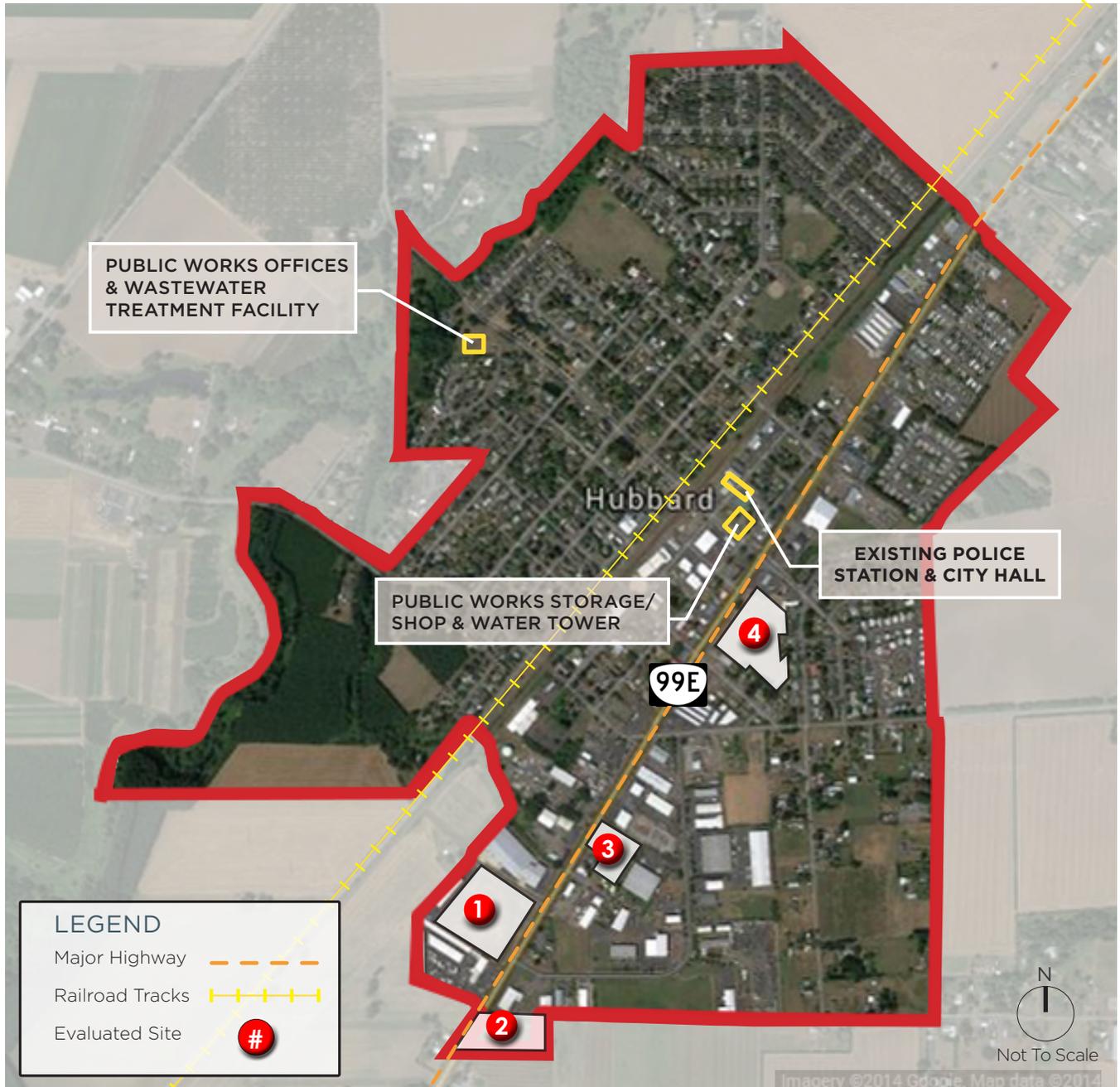
Adjacency Diagram : SELECTED OPTION



# POTENTIAL SITES EVALUATION



# MAP OF POTENTIAL SITES



The current site conditions and development criteria for the four sites selected by the City of Hubbard are outlined in the following Land Use Matrix (page 04-04 and 04-05). The zoning for each of the sites allows for construction of a multi-use building permitted outright.

The selected sites are all located along the main artery (99E) through the City of Hubbard. Shown above is a map showing the city limits (including the urban growth boundary) and the selected sites.

- SITE 1: 2994 Schmidt Lane
- SITE 2: Tom Satere's Property
- SITE 3: Jaman Enterprises, LLC
- SITE 4: Alprop Co/Alpenrose Dairy, Inc.

## Potential Sites

	<b>SITE 1: SCHMIDT LN.</b>	<b>SITE 2: TOM SETERE</b>
<b>PROPERTY ADDRESS</b>	2994 Schmidt Ln	17514-17568 Pacific Hwy 99E
<b>SITE AREA</b>	310820 sq ft tax lot / <b>230,752 sq ft (~5.3 acres) usable</b>	129362 sq ft tax lot / <b>129,362 sq ft (~3 acres) usable</b>
<b>TAX LOT(S)</b>	041W33DC00900	051W0400200
<b>OWNER</b>	PBSL, LLC	2012 BROTHER SETERE
<b>ZONE &amp; JURISDICTION</b>	I-C (Industrial-Commercial) City of Hubbard	I-C (Industrial-Commercial) City of Hubbard
<b>ALLOWED USE</b>	<p>Unless otherwise subject to Conditional Use provisions or requirements of this Ordinance, the following uses are permitted in the Industrial-Commercial District: A. all uses permitted in the Industrial (I) District; B. building material, hardware and garden supply sales; C. retail sales accessory to a permitted industrial use; D. other retail uses which are permitted in the Commercial District; and E. wholesale commercial sales.</p> <p>CONDITIONAL USES: Conditional Uses as identified in Industrial Zoning F. <b>Public and private utility buildings</b> and structures such as electric substations, telephone exchanges, and communications towers and/or antennas.</p>	<p>Unless otherwise subject to Conditional Use provisions or requirements of this Ordinance, the following uses are permitted in the Industrial-Commercial District: A. all uses permitted in the Industrial (I) District; B. building material, hardware and garden supply sales; C. retail sales accessory to a permitted industrial use; D. other retail uses which are permitted in the Commercial District; and E. wholesale commercial sales.</p> <p>CONDITIONAL USES: Conditional Uses as identified in Industrial Zoning F. <b>Public and private utility buildings</b> and structures such as electric substations, telephone exchanges, and communications towers and/or antennas.</p>
<b>FLOOR AREA RATIO</b>	N/A	N/A
<b>MIN. LANDSCAPE REQUIREMENTS</b>	10%	10%
<b>MAX. LOT COVERAGE</b>	90%	90%
<b>MIN. PARKING RATIO</b>	1 SPACE PER 400 SQ. FT	1 SPACE PER 400 SQ. FT
<b>MAX. BUILDING HEIGHT</b>	80 FT	80 FT
<b>BUILDING SETBACKS</b>	<ol style="list-style-type: none"> <li>1. Front yard: 20 feet</li> <li>2. Side yard: Abutting a residential or commercial district 25 feet; Abutting an industrial district 10 feet</li> <li>3. Rear Yard: Abutting a residential or commercial district 25 feet; Abutting an industrial district 10 feet</li> </ol>	<ol style="list-style-type: none"> <li>1. Front yard: 20 feet</li> <li>2. Side yard: Abutting a residential or commercial district 25 feet; Abutting an industrial district 10 feet</li> <li>3. Rear Yard: Abutting a residential or commercial district 25 feet; Abutting an industrial district 10 feet</li> </ol>
<b>PARKING SETBACKS</b>	When adjacent to residential zoning designation buffering and screening will be required as identified in 2.207.05 of the City of Hubbard Development Code. Screening and Buffering types include: 15 foot planted buffer; 10 foot berm plus planting area; 5 foot wall plus planted area	When adjacent to residential zoning designation buffering and screening will be required as identified in 2.207.05 of the City of Hubbard Development Code. Screening and Buffering types include: 15 foot planted buffer; 10 foot berm plus planting area; 5 foot wall plus planted area

SITE 3: JAMAN ENTERPRISE	SITE 4: ALPENROSE
2674-2714 Pacific Hwy 99E	3425 Pacific Hwy 99E
104350 sq ft tax lot / <b>85,862 sq ft (~2 acres) usable</b>	240323 sq ft tax lots / <b>203,119 sq ft (~4.7 acres) usable</b>
041W33DD02000	041W34CB03100; 041W33DA00100
JAMAN ENTERPRISES, LLC	ALPROP CO; ALPENROSE DAIRY, INC.
I-C (Industrial-Commercial) City of Hubbard	C (Commercial) City of Hubbard
<p>Unless otherwise subject to Conditional Use provisions or requirements of this Ordinance, the following uses are permitted in the Industrial-Commercial District: A. all uses permitted in the Industrial (I) District; B. building material, hardware and garden supply sales; C. retail sales accessory to a permitted industrial use; D. other retail uses which are permitted in the Commercial District; and E. wholesale commercial sales.</p> <p>CONDITIONAL USES: Conditional Uses as identified in Industrial Zoning F. <b>Public and private utility buildings</b> and structures such as electric substations, telephone exchanges, and communications towers and/or antennas.</p>	<p>Unless otherwise subject to Conditional Use provisions or requirements of this Ordinance, the following uses are permitted in the C District: A. Retail trade establishments engaged in selling goods or merchandise to the general public for personal or household consumption such as retail groceries, hardware stores, department stores, gas stations and sporting goods stores; B. Retail service establishments offering services and entertainment to the general public for personal or household consumption such as eating and drinking establishments, motels, hotels, banks, real estate and financial services; C. Business service establishments engaged in rendering services to other businesses on a fee or contract basis such as building maintenance, employment services and consulting services; D. Offices and clinics such as doctor and dentist offices, veterinary clinics and law offices; E. Dwelling units accessory to a permitted use or above a permitted use; F. Group day care homes and centers; G. Residential care home / facility; H. Amusement and recreational services; <b>I. Public and private utility buildings</b> and structures such as electric substations, telephone exchanges, and communications antennas or towers (approved in accordance with Section 3.103); J. Churches; K. Automobile sales, both new and used, recreational vehicles, recreational unit, and light trailer sales.</p>
N/A	N/A
10%	10%
90%	90%
1 SPACE PER 400 SQ. FT	1 SPACE PER 400 SQ. FT
80 FT	45 FT
<p>1. Front yard: 20 feet 2. Side yard: Abutting a residential or commercial district 25 feet; Abutting an industrial district 10 feet 3. Rear Yard: Abutting a residential or commercial district 25 feet; Abutting an industrial district 10 feet</p>	<p>B. Minimum yard setbacks: 1. Front Yard None* * - Abutting Highway 99E 20 feet 2. Rear Yard: Abutting a non-residential district None; Abutting a residential district 15 feet 3. Side Yard: Abutting a non-residential district None; Abutting a residential district 15 feet</p>
<p>When adjacent to residential zoning designation buffering and screening will be required as identified in 2.207.05 of the City of Hubbard Development Code. Screening and Buffering types include: 15 foot planted buffer; 10 foot berm plus planting area; 5 foot wall plus planting area</p>	<p>When adjacent to residential zoning designation buffering and screening will be required as identified in 2.207.05 of the City of Hubbard Development Code. Screening and Buffering types include: 15 foot planted buffer; 10 foot berm plus planting area; 5 foot wall plus planting area</p>

# IMPORTANCE FACTOR SCORING CRITERIA

Each site was independently evaluated and scored on 18 parameters outlined within the International Chief of Police (IACP) Facility Planning Guidelines. While there are many factors that must be taken into consideration when selecting a site, the following criteria serve as essential components when conducting a site evaluation.

- 1. COST OF LAND:**  
Ranking evaluates the availability of property for purchase and assessed purchase price of each property.
- 2. COST OF SITE DEVELOPMENT:**  
Ranking evaluates anticipated development costs of the property, including but not limited to existing infrastructure, hazardous material remediation, demolition of existing structures and topographical challenges.
- 3. SIZE OF SITE:**  
Ranking evaluates the usable site acreage available for development within the property boundaries.
- 4. SHAPE OF SITE:**  
Ranking evaluates the shape of the site, with particular emphasis on irregularities that present challenges to parking and building layout, access, visibility and general efficiencies.
- 5. POTENTIAL FOR MULTI-USE:**  
Ranking evaluates multiple use opportunities for expansion of the police facility, co-location of other city functions within the confines of the site, supported access, parking and general placement of a new Police facility.
- 6. PUBLIC ACCESS TO SITE - VEHICLE:**  
Ranking evaluates vehicular access to and from the site for both the public, police department and municipal court. Vehicular access evaluations took into consideration proximity to major arterial streets and highways, visibility and way-finding and ease of circulation once on site.
- 7. PUBLIC ACCESS TO SITE - TRANSIT:**  
Ranking evaluates proximity to public transit infrastructure including light rail stations and bus stops, as well as frequency of routes.
- 8. PUBLIC ACCESS TO SITE - PEDESTRIAN / BICYCLE:**  
Ranking evaluates the ease of access for pedestrians and bicycles to and from the site.
- 9. VISIBILITY AND PROMINENCE:**  
Ranking evaluates the visibility and prominence the site offers for placement and development of a new civic structure for the City of Hubbard. Visibility and prominence can be impacted by alternative parameters such as size and shape of site, natural constraints such as terrain and floodplains and available positioning within the site for the building and parking.

**10. PROXIMITY TO GOVERNMENT FUNCTIONS:**

Ranking evaluates the proximity of the site to other civic structures, functions and property owned by the City of Hubbard.

**11. NEIGHBORHOOD CONTEXT:**

Ranking evaluates the context of the site and surrounding property. Evaluations took into account the nature of a police department and the scale of the facility as it relates to adjacent commercial, industrial or residential properties.

**12. POSITIONING FACILITY ON SITE:**

Ranking evaluates the flexibility of positioning the facility on the site to maximize visibility and prominence, security and potential for multi-use.

**13. SECURITY:**

Ranking evaluates the ability to appropriately locate the facility, public parking, secure parking and access to and from the site in a manner that supports the safety and security parameters associated with a police facility.

**14. TRAFFIC CONGESTION:**

Ranking evaluates street infrastructure, signals, one-way and two-way streets and potential traffic impacts associated with development of a new police facility.

**15. EXPANSION TO ADJACENT SITES:**

Ranking evaluated on the prospective site's direct adjacency to potential future property that could be acquired for either future expansion or development of alternative City functions.

**16. PROXIMITY TO GEOGRAPHIC CENTER:**

Ranking evaluates the property's proximity to Hubbard's city center. As a central headquarters, centralizing the facility within the service area is essential while coupling placement with close proximity to major vehicular streets, arterials and highways.

**17. CURRENT OWNERSHIP:**

Ranking evaluates the current ownership of the property, required purchase for multiple parcels and difficulties associated with land acquisition of property.

**18. LAND USE:**

Ranking evaluates the current use allowance (permitted outright or through a conditional use) and other general zoning regulations.

Importance Factor: Scoring Criteria

# IMPORTANCE FACTOR MATRIX

RANKED: 1 - 4    

(1: LEAST SUITED; 4: MOST SUITED)

- 
1. COST OF LAND
  2. COST OF SITE DEVELOPMENT
  3. SIZE OF SITE
  4. SHAPE OF SITE
  5. POTENTIAL FOR MULTI-USE
  6. PUBLIC ACCESS TO SITE - VEHICLE
  7. PUBLIC ACCESS TO SITE - TRANSIT
  8. PUBLIC ACCESS TO SITE - PEDESTRIAN / BICYCLE
  9. VISIBILITY AND PROMINENCE
  10. PROXIMITY TO GOVERNMENT FUNCTIONS
  11. NEIGHBORHOOD CONTEXT
  12. POSITIONING FACILITY ON SITE
  13. SECURITY
  14. TRAFFIC CONGESTION
  15. EXPANSION TO ADJACENT SITES
  16. PROXIMITY TO GEOGRAPHIC CENTER
  17. CURRENT OWNERSHIP
  18. LAND USE

---

**ASSESSMENT SCORE**

**CUMULATIVE RANK (BASED ON AVERAGE SCORE)**

	SITE 1: SCHMIDT LN.	SITE 2: TOM SETERE	SITE 3: JAMAN ENTERPRISE	SITE 4: ALPENROSE
1.	3.8	2.6	2.8	2.4
2.	4	3.75	3.75	3.75
3.	4	3.33	3.17	4
4.	4	2.83	3.17	4
5.	4	3.33	3.17	3.83
6.	3.83	3.5	3.67	3
7.	3.67	3.17	3.33	3
8.	3.17	2.5	3.17	3.67
9.	4	3.33	3.5	3.83
10.	3.67	3.33	3.67	4
11.	3	2.5	3	3.67
12.	4	2.83	3.5	3.5
13.	4	3.67	3.83	3.67
14.	4	3.33	3.5	2.17
15.	3	2.83	2.67	2.83
16.	2.67	2.17	3	3.83
17.	3.2	3.2	3.6	2.8
18.	4	3.6	4	3.6
	<b>66.01</b>	<b>55.80</b>	<b>60.50</b>	<b>61.55</b>
	<b>1</b>	<b>4</b>	<b>3</b>	<b>2</b>



# EVALUATION OF SELECTED SITES

Upon confirmation of the program size, it was determined that a facility of approximately 14,890 square feet and a parking demand of 10 secure covered spaces for Police, 20 City staff vehicle spaces, and 30 Public spaces were required to meet the 20-year needs of the City. These projections were utilized to appropriately assess and determine the capacity of each of the site options selected by the City of Hubbard and documented in the previous pages.

Initially, this effort focused on four potential sites noted on the map on page 04-03. Each site was first evaluated to determine if any critical flaws were present - such as whether or not the site was available for purchase or lease, appropriate site area, availability of public utilities needed to serve the development, required need for public improvements beyond the area of the site, and access limitations, etc. Each parameter was

considered by Mackenzie and the City of Hubbard in determining a site(s) that best met the criteria established. Through this initial investigation two sites; Schmidt Lane (Site 1) and Alpenrose (Site 4) were determined to best address the initial evaluation criteria completed by City staff.

Upon selection of the two sites, Mackenzie developed preliminary site diagrams for each site based on the programmed size of each department and the required site improvements to describe how each site might specifically accommodate the proposed project as well as projecting rough construction costs based on unit pricing for each option. This effort entailed developing a more refined block diagram from the selected adjacency diagram and testing its orientation on the chosen sites.

# SELECTED SITE: OPTION A



## SCHMIDT LANE SITE

### LOCATION

- 2994 Schmidt Lane  
Hubbard, OR
- Tax Lot: O41W33DC00900

### SIZE

- 230,752 sq ft (5.3 Acres)

### ZONING

- I-C (Industrial-Commercial)

### TRANSPORTATION ACCESS

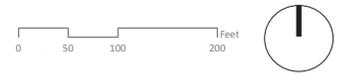
- Pacific Hwy E (Highway 99E)

### SITE INFORMATION

- Building Setbacks (Zone I-C):
  - Front: 20 ft
  - Rear: 25 ft abutting residential or commercial; 10 ft abutting industrial
  - Side: 25 ft abutting residential or commercial; 10 ft abutting industrial
- Maximum Building Coverage: 90%
- Max. Building Height: 80 ft
- Minimum Parking Ratio: 1 SPACE / 400 SQ. FT

- Subject Site
- 2ft contours
- Taxlots

# SELECTED SITE: OPTION B



## ALPROP CO. / ALPENROSE SITE

### LOCATION

- 3425 Pacific Hwy 99E  
Hubbard, OR
- Tax Lot: Multiple Tax Lots

### SIZE

- 203,119 sq ft (4.7 Acres)

### ZONING

- C (Commercial)

### TRANSPORTATION ACCESS

- Pacific Hwy E (Highway 99E)

### SITE INFORMATION

- Building Setbacks (Zone C):
  - Front: 20 ft
  - Rear: 0 ft abutting non-residential  
15 ft abutting residential
  - Side: 0 ft abutting non-residential  
15 ft abutting residential
- Maximum Building Coverage: 90%
- Max. Building Height: 45 ft
- Minimum Parking Ratio: 1 SPACE / 400 SQ. FT

- Subject Site
- 2ft contours
- Taxlots

Selected Sites Evaluation



# CONCEPT DESIGN

5

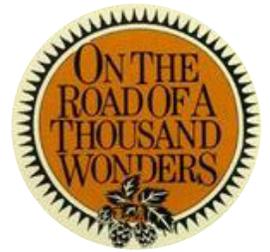


# HISTORICAL CONTEXT

The Hubbard community you see from 99E is a bustling little commercial corridor. The historic city, now a quiet neighborhood of less than a square mile in size with about 3,200 residents, began with a log cabin located about a mile west of the highway. In the 1870s it flourished along the rail line (several blocks away from the present highway).

In 1848, the Hubbard family completed a long trip overland and settled in Oregon City. Charles Hubbard acquired the land now known as the City of Hubbard. His son, Charles Hubbard Jr. apparently had visions of growth for this newly settled hamlet. When plans for development of the Oregon-California Railroad were being made, he offered the right of way and every other block to railroad officials. The offer was accepted, the town site of "Hubbard" platted, track laid. In 1871, the first train stopped in Hubbard. On that day, the little town became a part of the larger world, serving as a grain shipping point and providing transportation for residents. Many Oregon towns, Hubbard included, owe their existence to the route of the railroad.

A solid understanding of the City, its community, its history, and the City government that stands as its foundation are key aspects of any design process, especially those which involve public buildings.



Historical Context

# HUBBARD HOP FESTIVAL



Hubbard Fire Department’s Hop Festival (the third Saturday in July each year) is a special time to see the community in an especially celebratory mood.

The festival recognized its 40th anniversary in 2013 and is reflective of Hubbard’s agricultural history and present economy. It’s a day-long event that includes a parade, carnival in Rivenes Park with games for children, a fun run, horseshoe tournament, craft booths, food vendors, kids play area, raffle, live music, and a beer garden.

Money raised at the festival helps pay for materials and equipment used at the fire stations. The Volunteer Fire Fighters also use the money generated for various charities, scholarships, and community programs.



Hubbard Hop Festival

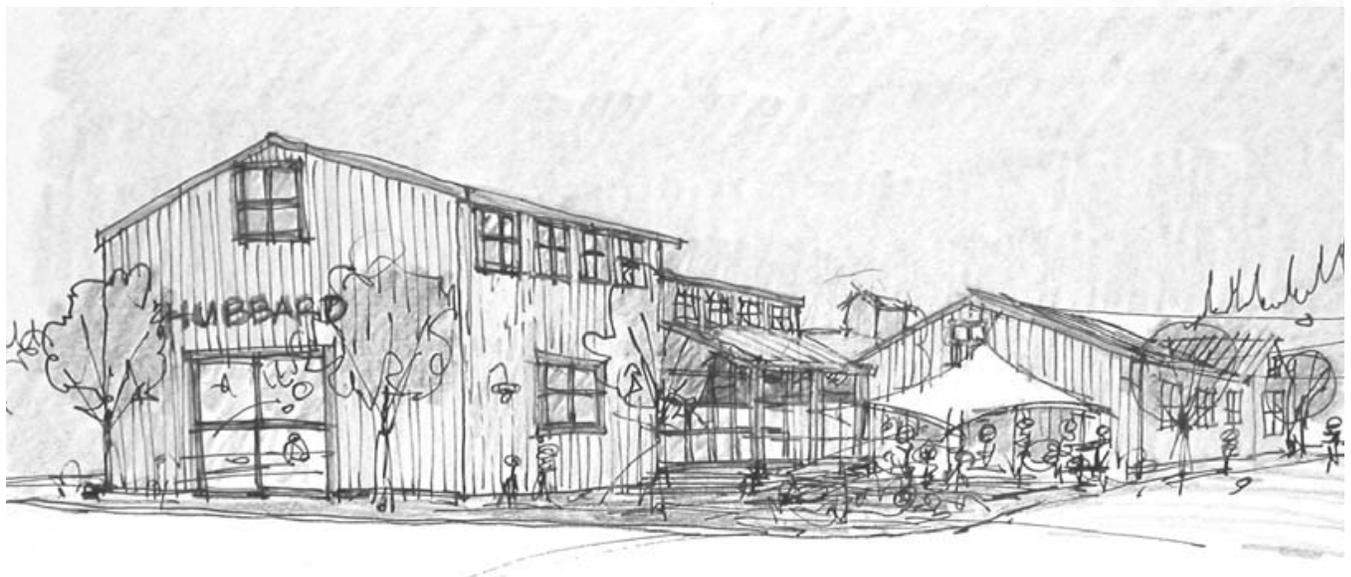
# DOWNTOWN REVITALIZATION REPORT

*"The recommendations contained in this report are broad brush and conceptual in nature. The aim of this project is to bring the community together to discuss a shared vision of downtown's future, then articulate those ideas into conceptual drawings and supporting text. The ideas contained in this report are not written in stone; they should be used as a springboard for further discussion as to which projects should be implemented and to assist in project prioritization and phasing."*

## PROJECT GOALS:

In 2003, the members of the Hubbard Resource Team approached this project with five overarching goals that served as the framework for their recommendations. The goals included:

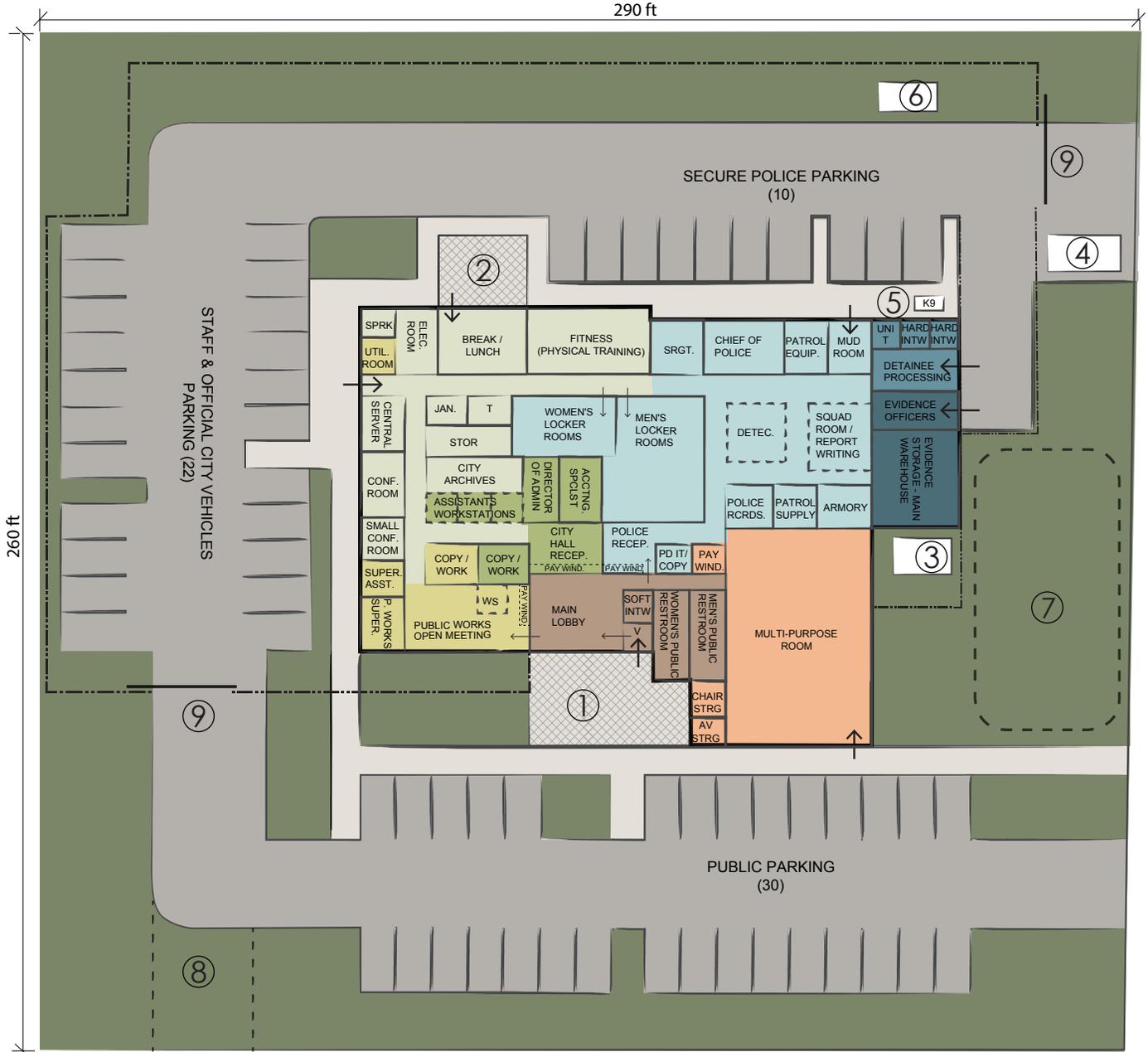
1. Improve the community *for* the community
2. Celebrate the community's unique assets
3. Make the whole commercial district more inviting, walkable, connected and economically vibrant
4. Offer more reasons for visitors and residents to shop in Hubbard
5. Offer the community a downtown plan that can be implemented in phases



2003 ODDA Hubbard Downtown Revitalization Report



# CONCEPT BLOCK DIAGRAM



## KEY SITE ELEMENTS

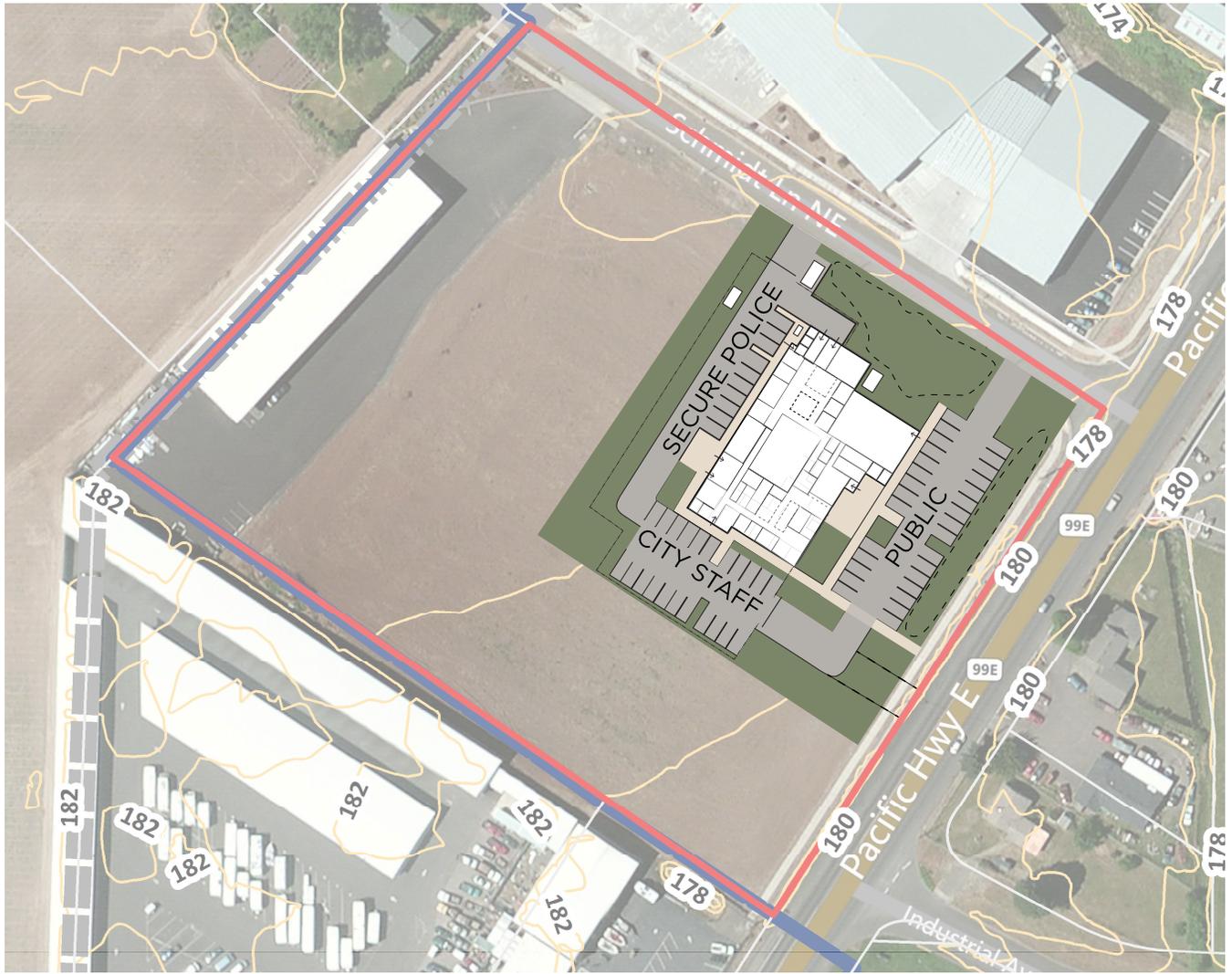
- 1 Community Plaza
- 2 Staff Patio
- 3 Emergency Generator
- 4 Trash/Recycling Enclosure
- 5 K9 Kennel
- 6 Found Dogs Kennels
- 7 Water Quality Swale
- 8 Potential Additional Access
- 9 Motorized Gate

## SITE SUMMARY

Secure Parking	10 Spaces
Staff / City Vehicles Parking	22 Spaces
Public Parking	30 Spaces
Site Area	75,000 SF (~1.7 acres)
Building Area	15,790 SF

Conceptual Site and Floor Plan





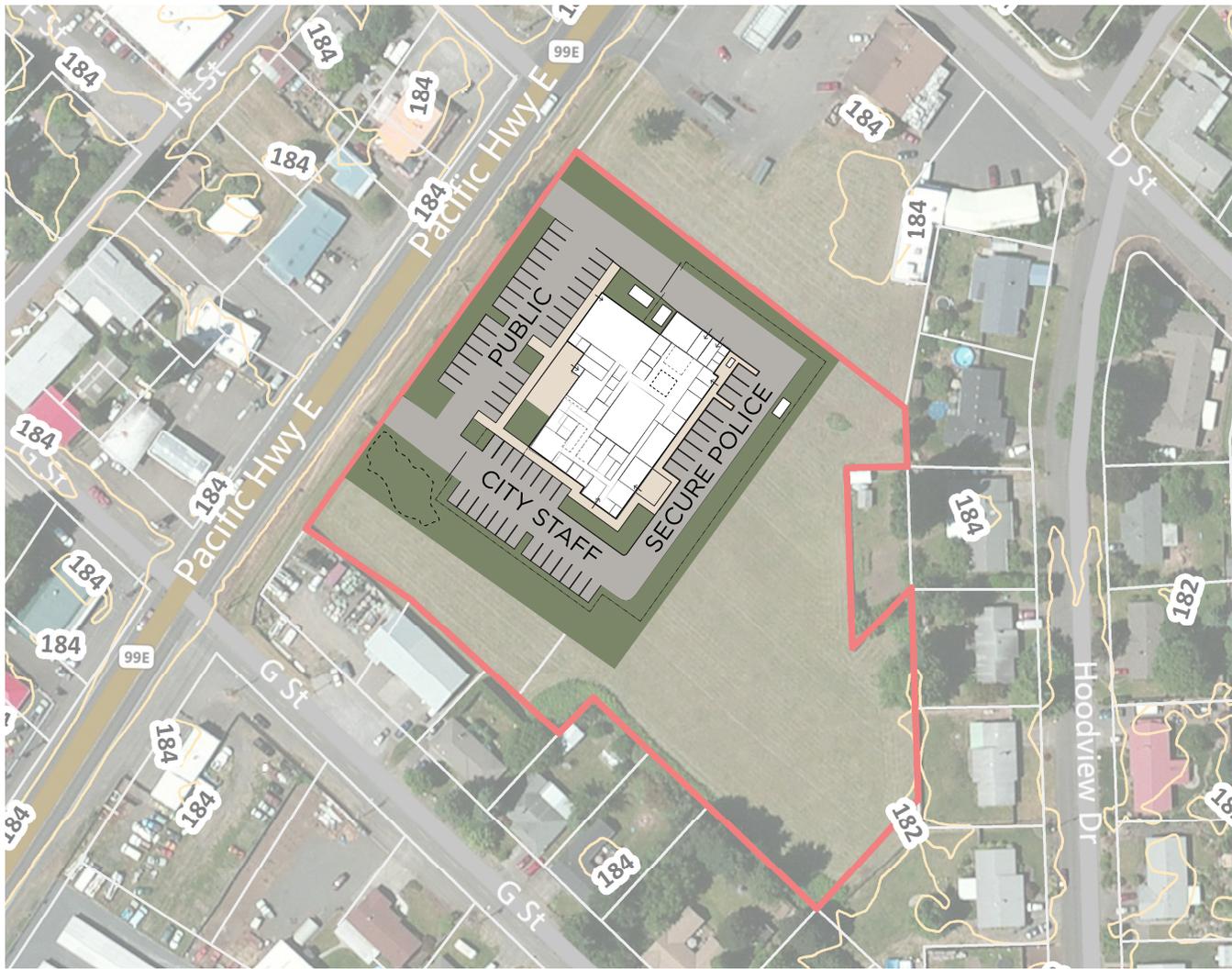
- Subject Site
- 2ft contours
- Taxlots

### SCHMIDT LANE SITE

After the process of developing a block diagram of the floor plan and site plan of the Hubbard Municipal Facility (seen on the previous page), the concept was tested on the two selected sites. Both sites are undeveloped with limited existing topography and also are well oversized for the purposes of the City. In all three of the test-fits, the building and site are tucked into one corner of the site in order to minimize unused space and allow for the City to potentially only purchase a portion of the site.

The Schmidt Lane Site has the advantage of being located on Hwy 99E with a secondary access road (which is Schmidt Ln). It would be preferable to ODOT to have access to the site be located only on Schmidt, but there is a deviation process where a driveway could be located on the highway's frontage, if need be. In this configuration, the public parking and the entry sequence is prominent at the front the site, and it is feasible to reconfigure the existing stormwater swale to incorporate both the new facility and the current adjacent building.

Site Concept Study: Option 01



- Subject Site
- 2ft contours
- Taxlots

ALPROP CO. / ALPENROSE SITE: OPTION A

The Alpenrose Site has the advantage of being located on Hwy 99E in the center of Hubbard’s city limits. A disadvantage to this site is that its only frontage is on 99E. Since this is the only available access, ODOT would be required to allow driveway(s) - assuming no access easements exist. Ideally, one access would be located opposite E St (and possibly shared with the nearby gas station driveway) and one

towards the south end of the site. Spacing and conflicts with driveways on the west side of the highway may potentially be of a concern.

Similar to the Schmidt Lane Site, this configuration has the public parking and the entry sequence as a prominent feature at the front the site with two access points on either end of the site’s 99E frontage.

Site Concept Study: Option 02



- Subject
- 2ft contours
- Taxlots

ALPROP CO. / ALPENROSE SITE: OPTION B

The Alpenrose Site has the advantage of being located on Hwy 99E in the center of Hubbard’s city limits. A disadvantage to this site is that its only frontage is on 99E. Since this is the only available access, ODOT would be required to allow driveway(s) - assuming no access easements exist. Ideally, one access would be located opposite E St (and possibly shared with the nearby gas station driveway) and one towards the south end of the site. Spacing and conflicts with driveways on the west side of the highway may potentially be of a concern.

Unlike the previous test-fits, this configuration is rotated in relationship to the frontage of 99E. This has the disadvantage of situating the public parking and the entry sequence partially hidden by the building when someone is approaching from the south. However, the solar orientation of the building footprint is more ideal than the other schemes for both daylighting and solar heat gain in the winter.

Site Concept Study: Option 03



# PROJECT COST SUMMARY



# COST ESTIMATE SUMMARY

Following completion of the space needs program and conceptual design, Mackenzie evaluated cost impacts of the project proposal. The following cost summary projects a total development cost, including estimated construction costs, design costs and owner costs.

**Development costs** of a project are not limited to construction costs alone and require consideration of other variables. These variables differ between new construction and renovation or expansion, and invariably change from one project to the next depending on site conditions, existing building conditions, building codes, seismic zones and the environment of the construction industry. Differences arise depending on the design approach taken, the construction costs, design and engineering costs; however, owner costs for furniture, fixtures and equipment are constant. New construction can often differ substantially due to the single variable of land acquisition. This cost, coupled with higher construction costs, often leads to this being a more expensive option.

**Construction costs** reflect the raw costs incurred by a general contractor for overhead and profit, bonding and insurance, securing of materials and general construction of the site and building. In addition to the identified construction costs, a design contingency is recommended to ensure dollars are carried through construction for owner changes, design omissions, unforeseen conditions or jurisdictional requirements, among others.

HUBBARD MUNICIPAL FACILITY	<b>General Construction Cost</b>	<b>\$3,132,995</b>
	1-year Escalation	\$93,990
	General Conditions	\$177,484
	Bonds & Insurance	\$42,556
	CM Fee	\$241,292
	Construction Contingency	\$553,247
	<b>Total Construction Costs</b>	<b>\$4,241,564</b>
<b>Total Consultant Costs</b>	<b>\$771,842</b>	
<b>Total Owner Costs</b>	<b>\$562,155</b>	
<b>Total Project Cost</b>		<b>\$5,575,561</b>

**Consultant costs** reflect the costs incurred for project management and design of the project from conceptual design through

construction administration. Though design fees can vary, these costs are generally factored using a fee based on the construction costs for the project. In addition to architectural and engineering services, costs include marketing materials and required services such as topographical surveys and special inspections. A contingency is provided for this category for any unforeseen or additionally requested design services throughout the project.

**Owner costs** reflect the costs generally incurred directly by the owner throughout the project. This includes all items the owner may wish to contract separately from the general construction of the project. Additional owner-related costs include relocation into the new facility, legal documentation and counsel for project documents and issuances, and jurisdictional fees associated with design review, building permits, SDCs, TIF fees and BOLI fees. A contingency is provided in this category for any unforeseen or undefined costs not currently represented.

**The Jurisdictional Fee Summary** reflects a preliminary estimate of the fees which will be assessed by the governing jurisdiction. This information is based on the information available at the date of the report, and the actual fees may vary at the time of permit application or issuance. For the purposes of this estimate, any fees that are expected to be credited back once the permit is issued have been removed from the summary.

The following project development cost estimate examines the construction values of the programmed design concept. The design concept has been estimated for a high range and a low range, with details of scope and assumptions detailed in the statement of probable cost.

Project Cost Summary



# PROJECT COST ESTIMATE

The Project Cost Estimate below details the construction, consultant, and owner costs that have been applied to the anticipated project cost. Hardcosts for the building and sitework are based on the Statement of Probable Costs, found in the following pages. A conservative 15% contingency factor has been applied to the estimate. As the design moves forward and assumptions made in the original estimate are addressed or eliminated, the contingency factor can be reduced to reflect a greater certainty in the hard cost estimate.

## Hubbard Municipal Facility - Needs Assessment Cost Estimate

		Comments	
<b>Construction Cost of Facility</b>			
<b>General Construction Cost</b>	<b>\$3,132,995.00</b>	\$198.42	per SF
1-yr Escalation	\$93,989.85	3.0%	of above GC Costs combined
General Conditions	\$177,484.17	7.0%	of above GC Costs combined
Bonds & Insurance	\$42,555.86	1.3%	of above GC Costs combined
CM Fee	\$241,291.74	1.0%	of above GC Costs combined
Construction Contingency	\$553,247.49	15.0%	of above GC Costs combined
<b>Total Construction Costs</b>	<b>\$4,241,564.11</b>	\$268.62	per SF
<b>Consultants Costs</b>			
A/E Design and Construction Services - Base	\$508,987.69	12%	of Total Construction Cost
A/E LEED Design and Documentation	\$0.00		N/A - City has elected not to pursue certification
Reimbursables	\$38,174.08	8%	of A/E Design and Construction Services - Base
Owner's Project Manager	\$84,831.28	2.0%	of Construction Cost
Marketing Materials	\$0.00	Excluded	
Topo and Boundary Survey	\$6,000.00	Allowance	
Special Inspections	\$25,000.00	Allowance	
Geotechnical Services	\$15,000.00	Site specific investigation, geotechnical specifications and CA site observation	
Environmental Services	\$0.00	N/A	
Hazardous Material Survey/Testing/Mitigation Specs	\$0.00	N/A	
Commissioning	\$40,000.00	Recommended, not required	
Arborist	\$0.00	Not required	
<b>Subtotal - Consultants</b>	<b>\$717,993.05</b>		
Consultants Contingency	\$53,849.48	7.5% of Consultant Costs	
<b>Total Consultants Costs</b>	<b>\$771,842.53</b>	\$48.88	per SF
<b>Owner Costs</b>			
Land Acquisition	\$0.00	TBD	
Fixtures, Furniture & Equipment (FF&E)	\$157,900.00	\$10.00	per SF (Allowance)
Lockers/Shelving	\$120,000.00	Allowance	(Lockers, evidence and records shelving)
Fitness Equipment	\$50,000.00	Allowance	
Telephone/Data/AV/Security Equipment	\$31,580.00	\$2.00	per SF (Allowance)
LEED Registration	\$0.00	N/A - City has elected not to pursue certification	
Moving Allowance	\$15,000.00	Moving into new facility	
Temporary Facilities	\$0.00	N/A	
Permit Fees	\$84,831.28	2%	Building Permits and SDC fees
1.5% For Green Technology	\$63,623.46	1.5%	of Construction Value
<b>Subtotal - Owner Costs</b>	<b>\$522,934.74</b>		
Owner Contingency	\$39,220.11	7.50%	of Owner Costs
<b>Total Owner Costs</b>	<b>\$562,154.85</b>	\$35.60	per SF

<b>Total Project Cost</b>	<b>\$5,575,561.50</b>
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Building Size:	15,790 SF
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Project Cost Summary





City of Hubbard  
City Hall, Police & Public Works  
Hubbard, Oregon

ESTIMATE OF NEEDS ASSESMENT  
prepared for: MACKENZIE

**Estimate Date: June 5th, 2015 - Rev0**



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## Introduction, Basis of Estimate

### **2015 Unit Rates**

Summary section facility category unit rates are based on 15,790 SF as outlined in the concept block diagram.

Projected 2035 and associated escalation is excluded.

### **Assumptions**

100% of the building finishes and structure are assumed and not based on identified design and specifications.

Wall heights are assumed to be 20ft with 2ft parapet at exterior and 10ft tall finished wall on interior. Lobby assumed to be 12ft high ceiling

Demolition of existing buildings is excluded.

Relocation of existing facility and new Furniture Fixtures and Equipment (FF&E) are excluded.

Site is assumed to be flat with no cut and fill required.

One foot of clearing top soil included in estimate.

Assumed natural gas company will supply and install gas line to meter at building

Assumed the communications company will install the communications cable to the building in conduits installed by contractor.

All utilities are assumed to be in the adjacent streets.

### **General Comments**

Estimate is based the needs basis study prepared by Mackenzie for City of Hubbard. Within this document the Programing summary and room identifications Concept Block Diagram were used to form this estimate

Unit prices are based on historical cost data, JLD Construction Consulting internal cost data base, RS Means, MCA, NECA, ENR, market vendor and contractor quotes

Labor rates are based on Portland, Oregon - Zone one) metropolitan area union labor rates with composite crews in accordance with union labor agreements. City of Hubbard is within the 50 mile limit of zone one.

Standard 40 hour week. Overtime excluded

Labor rates meet Oregon prevailing wage requirements.

Design fees excluded.

Owner furnished - Furniture Fixtures & Equipment Excluded.

Escalation excluded from unit prices.

Workers compensation at standard rate experience modification factor remains unchanged

Contingency is set at 15% for cost planning



# **Construction Specification Institute Division Summary**



City of Hubbard  
 City Hall, Police & Public Works  
 June 5th, 2015 - Rev 0

2015 Facility Floor Area 15,790

**Construction Specification Institute Division Summary**

CSI Division	Description	Division Totals	\$ / SF	%
01000	General Requirements	\$ -	\$ -	0.00%
02000	Existing Conditions	\$ -	\$ -	0.00%
03000	Concrete	\$ 191,548	\$ 12.13	4.52%
04000	Masonry	\$ 133,152	\$ 8.43	3.14%
05000	Metal	\$ 321,066	\$ 20.33	7.57%
06000	Wood, Plastics, and Composites	\$ -	\$ -	0.00%
07000	Thermal and Moisture Protection	\$ 117,344	\$ 7.43	2.77%
08000	Openings	\$ 206,693	\$ 13.09	4.87%
09000	Finishes	\$ 309,944	\$ 19.63	7.31%
10000	Specialties	\$ 97,658	\$ 6.18	2.30%
11000	Equipment	\$ 61,321	\$ 3.88	1.45%
12000	Furnishings	\$ 65,550	\$ 4.15	1.55%
13000	Special Construction	\$ 26,158	\$ 1.66	0.62%
14000	Conveying Equipment	\$ -	\$ -	0.00%
21000	Fire Suppression	\$ 67,308	\$ 4.26	1.59%
22000	Plumbing	\$ 296,892	\$ 18.80	7.00%
23000	Heating and Air Conditioning	\$ 298,722	\$ 18.92	7.04%
24000	Integrated Automation	\$ -	\$ -	0.00%
26000	Electrical	\$ 357,737	\$ 22.66	8.43%
27000	Communications	\$ 44,500	\$ 2.82	1.05%
28000	Electronic Safety and Security	\$ 85,903	\$ 5.44	2.03%
31000	Earthwork	\$ 23,328	\$ 1.48	0.55%
32000	Exterior Improvements	\$ 356,441	\$ 22.57	8.40%
33000	Utilities	\$ 71,730	\$ 4.54	1.69%
<b>Direct Trade Cost Subtotal</b>		<b>\$ 3,132,995</b>	<b>\$ 198</b>	<b>74%</b>
3.00%	1yr Escalation - other years excluded	\$ 93,990	\$ 5.95	2.22%
0.00%	Permits Excluded	\$ -	\$ -	0.00%
5.50%	General Conditions	\$ 177,484	\$ 11.24	4.18%
1.25%	Bonds & Insurance	\$ 42,556	\$ 2.70	1.00%
7.00%	CM Fee	\$ 241,292	\$ 15.28	5.69%
15.00%	Construction Contingency	\$ 553,247	\$ 35.04	13.04%
<b>Margins &amp; Allowance Cost Subtotal</b>		<b>\$ 1,108,569</b>	<b>\$ 70</b>	<b>26%</b>
<b>Total Project Cost</b>		<b>\$ 4,241,564</b>	<b>\$ 269</b>	<b>100%</b>



# Uniformat Category Summary



City of Hubbard  
 City Hall, Police & Public Works  
 June 5th, 2015 - Rev 0

2015 Facility Floor Area 15,790

**Uniformat Category Summary**

Uniformat Category	Category Totals	\$ / SF	%
A1010 Standard Foundations	\$ 53,169.07	\$ 3.37	1.25%
A1020 Special Foundations	\$ -	\$ -	
A1030 Slab on Grade	\$ 163,493.28	\$ 10.35	3.85%
A2010 Basement Excavation	\$ -	\$ -	
A2020 Basement Walls	\$ -	\$ -	
B1010 Floor Construction	\$ 2,652.83	\$ 0.17	0.06%
B1020 Roof Construction	\$ 314,858.92	\$ 19.94	7.42%
B2010 Exterior Walls	\$ 114,397.06	\$ 7.24	2.70%
B2020 Exterior Windows	\$ 47,822.97	\$ 3.03	1.13%
B2030 Exterior Doors	\$ 60,540.13	\$ 3.83	1.43%
B3010 Roof Coverings	\$ 74,483.21	\$ 4.72	1.76%
B3020 Roof Openings	\$ 8,665.90	\$ 0.55	0.20%
C1010 Partitions	\$ 163,734.64	\$ 10.37	3.86%
C1020 Interior Doors	\$ 59,484.63	\$ 3.77	1.40%
C1030 Fittings	\$ 85,071.91	\$ 5.39	2.01%
C2010 Stair Construction	\$ 465.45	\$ 0.03	0.01%
C2020 Stair Finishes	\$ -	\$ -	
C3010 Wall Finishes	\$ 41,317.35	\$ 2.62	0.97%
C3020 Floor Finishes	\$ 145,381.11	\$ 9.21	3.43%
C3030 Ceiling Finishes	\$ 61,722.70	\$ 3.91	1.46%
D1010 Elevators & Lifts	\$ -	\$ -	
D1020 Escalators & Moving Walks	\$ -	\$ -	
D1090 Other Conveying Systems	\$ -	\$ -	
D2010 Plumbing Fixtures	\$ 65,674.67	\$ 4.16	1.55%
D2020 Domestic Water Distribution	\$ 127,433.44	\$ 8.07	3.00%
D2030 Sanitary Waste	\$ 46,892.97	\$ 2.97	1.11%
D2040 Rain Water Drainage	\$ 56,890.58	\$ 3.60	1.34%
D2090 Other Plumbing Systems	\$ -	\$ -	
D3010 Energy Supply	\$ 12,000.00	\$ 0.76	0.28%
D3020 Heat Generating Systems	\$ -	\$ -	
D3030 Cooling Generating Systems	\$ -	\$ -	
D3040 Distribution Systems	\$ 159,373.70	\$ 10.09	3.76%
D3050 Terminal & Package Units	\$ 52,686.19	\$ 3.34	1.24%
D3060 Controls & Instrumentation	\$ 45,000.00	\$ 2.85	1.06%
D3070 Systems Testing & Balancing	\$ 18,000.00	\$ 1.14	0.42%
D3090 Other HVAC Systems & Equipment	\$ 5,161.81	\$ 0.33	0.12%
D4010 Sprinklers	\$ 65,118.51	\$ 4.12	1.54%
D4020 Standpipes	\$ 529.64	\$ 0.03	0.01%



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2015 Facility Floor Area 15,790

**Uniformat Category Summary**

Uniformat Category	Category Totals	\$ / SF	%
D4030 Fire Protection Specialties	\$ 2,445.13	\$ 0.15	0.06%
D4090 Other Fire Protection Systems	\$ -	\$ -	
D5010 Electrical Service & Distribution	\$ 121,476.50	\$ 7.69	2.86%
D5020 Lighting and Branch Wiring	\$ 72,178.93	\$ 4.57	1.70%
D5030 Communications & Security	\$ 130,403.29	\$ 8.26	3.07%
D5090 Other Electrical Systems	\$ 106,109.14	\$ 6.72	2.50%
E1010 Commercial Equipment	\$ -	\$ -	
E1020 Institutional Equipment	\$ 32,443.52	\$ 2.05	0.76%
E1030 Vehicular Equipment	\$ 20,000.00	\$ 1.27	0.47%
E1090 Other Equipment	\$ 17,954.88	\$ 1.14	0.42%
E2010 Fixed Furnishings	\$ 58,414.41	\$ 3.70	1.38%
E2020 Movable Furnishings	\$ -	\$ -	
F1010 Special Structures	\$ -	\$ -	
F1020 Integrated Construction	\$ -	\$ -	
F1030 Special Construction Systems	\$ -	\$ -	
F1040 Special Facilities	\$ 17,080.44	\$ 1.08	0.40%
F1050 Special Controls and Instrumentation	\$ -	\$ -	
F2010 Building Elements Demolition	\$ -	\$ -	
F2020 Hazardous Components Abatement	\$ -	\$ -	
G1010 Site Clearing	\$ 11,681.74	\$ 0.74	0.28%
G1020 Site Demolition and Relocations	\$ -	\$ -	
G1030 Site Earthwork	\$ 11,646.70	\$ 0.74	0.27%
G1040 Hazardous Waste Remediation	\$ -	\$ -	
G2010 Roadways	\$ 46,955.72	\$ 2.97	1.11%
G2020 Parking Lots	\$ 141,825.20	\$ 8.98	3.34%
G2030 Pedestrian Paving	\$ 36,268.20	\$ 2.30	0.86%
G2040 Site Development	\$ 67,266.85	\$ 4.26	1.59%
G2050 Landscaping	\$ 39,205.61	\$ 2.48	0.92%
G3010 Water Supply	\$ 18,544.69	\$ 1.17	0.44%
G3020 Sanitary Sewer	\$ 5,055.45	\$ 0.32	0.12%
G3030 Storm Sewer	\$ 41,858.33	\$ 2.65	0.99%
G3040 Heating Distribution	\$ -	\$ -	
G3050 Cooling Distribution	\$ -	\$ -	
G3060 Fuel Distribution	\$ 231.78	\$ 0.01	0.01%
G3090 Other Site Mechanical Utilities	\$ -	\$ -	
G4010 Electrical Distribution	\$ 7,699.33	\$ 0.49	0.18%
G4020 Site Lighting	\$ 74,226.17	\$ 4.70	1.75%
G4030 Site Communications & Safety	\$ -	\$ -	



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2015 Facility Floor Area 15,790

<b>Uniformat Category Summary</b>				
<b>Uniformat Category</b>	<b>Category Totals</b>	<b>\$ / SF</b>	<b>%</b>	
G4090 Other Site Electrical Utilities	\$ -	\$ -		
G9010 Service and Pedestrian Tunnels	\$ -	\$ -		
G9090 Other Site Systems	\$ -	\$ -		
<b>Direct Trade Cost Subtotal</b>	<b>\$3,132,995</b>	<b>\$198</b>	<b>74%</b>	
3.00% 1yr Escalation - other years excluded	\$93,990	\$ 5.95	2.22%	
0.00% Permits excluded	\$0	\$ -	0.00%	
5.50% General Conditions	\$177,484	\$ 11.24	4.18%	
1.25% Bonds & Insurance	\$42,556	\$ 2.70	1.00%	
7.00% CM Fee	\$241,292	\$ 15.28	5.69%	
15.00% Construction Contingency	\$553,247	\$ 35.04	13.04%	
<b>Margins &amp; Allowance Cost Subtotal</b>	<b>\$1,108,569</b>	<b>\$70</b>	<b>26%</b>	
<b>Total Project Cost</b>	<b>\$4,241,564</b>	<b>\$269</b>	<b>100%</b>	



# Construction Detail

**CSI Division  
with subdivision in**

**ASTM E1557-97 - UNIFORMAT II  
Level 3 Classifications**



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**Phase I - Construction Breakdown**

CSI	Description	Qty	Unit	Unit Rate	Total
<b>02000</b>	<b><u>Existing Conditions</u></b>				
	<b>F2010 Building Elements Demolition</b>				
	Facility Demolition		Excluded		
	<b>F2020 Hazardous Components Abatement</b>				
	Remove Hazardous Site Conditions		Excluded		
	<b>G1020 Site Demolition and Relocations</b>				
	Building & Site Improvements Demolition		Excluded		
	<b>Subtotal</b>		<b>Existing Conditions</b>		
<b>03000</b>	<b><u>Concrete</u></b>				
	<b>A1010 Standard Foundations</b>				
	Spread Footing 4-0x4-0x1-6 Concrete 4K	21	CY	214.85	\$4,492
	Spread footing formwork	504	SF	0.45	\$227
	Spread Footing 4-0x4-0x1-6 #5 8"o/c EA T&B	0.44	TN	1862.01	\$828
	8" Concrete foundation wall 3-0	45	CY	214.85	\$9,648
	foundation wall reinforcing steel	3.1	TN	1862.01	\$5,787
	foundation wall formwork	1212	SF	0.45	\$547
	Perimeter Strip Footing formwork	1818	SF	0.45	\$820
	Perimeter Strip Footing - #5 8"O/C EW T&B	5	TN	1862.01	\$9,119
	Perimeter Strip Footing - 36" x 18" concrete	101	CY	214.85	\$21,702
	<b>A1030 Slab on Grade</b>				
	8" Slab on Grade concrete	390	CY	214.85	\$83,807
	Slab on Grade rebar #4 1-6 o/c EW T&B	21.0	TN	1862.01	\$39,046
	Slab on Grade Formwork	1144	LF	4.29	\$4,902
	Utility Pad 1-0" SOG concrete	19	CY	214.85	\$4,146
	Utility Pad SOG rebar #4 1-6 o/c EW T&B	0.7	TN	1862.01	\$1,359
	Utility Pad SOG Formwork	575	SF	4.29	\$2,465
	<b>B1010 Floor Construction</b>				
	Locker room housekeeping pads	2	CY	266.46	\$400
	Housekeeping pad formwork	50	SF	45.06	\$2,253
	<b>Subtotal</b>		<b>Concrete</b>		<b>\$191,548</b>



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**Phase I - Construction Breakdown**

CSI	Description	Qty	Unit	Unit Rate	Total
<b>04000</b>	<b><u>Masonry</u></b>				
	<b>B2010 Exterior Walls</b>				
	Exterior Wall - 8" Split face CMU	9884	SF	10.26	\$101,434
	Exterior Wall - Split face CMU - Reinforcing steel	5.09	TN	1862.01	\$9,482
	<b>C1010 Partitions</b>				
	Interior CMU	1180	SF	14.60	\$17,230
	Interior CMU reinforcing steel	0.60	TN	1862.01	\$1,121
	<b>G2040 Site Development</b>				
	Brick wall at trash/recycle	379	SQ FT	10.26	\$3,885
	<b>Subtotal</b>		<b>Masonry</b>		<b>\$133,152</b>
<b>05000</b>	<b><u>Metal</u></b>				
	<b>B1020 Roof Construction</b>				
	OWJ 6-0 o/c 17 lb./LF	2539	LF	18.40	\$46,716
	Wide Flange Beam w12x87	1127	LF	150.36	\$169,472
	1 1/2 Metal Deck 20 ga 6-0 span	15790	SF	2.21	\$34,924
	6x6 TS Column	484	LF	57.97	\$28,060
	Miscellaneous Steel	2	TN	2682.00	\$5,364
	Roof Ladder	1	EA	465.45	\$465
	<b>C1010 Partitions</b>				
	Metal Studs 3 5/8 " 18ga 10high - no added bracing	1086	LF	33.21	\$36,065
	<b>Subtotal</b>		<b>Metal</b>		<b>\$321,066</b>
<b>06000</b>	<b><u>Wood, Plastics, and Composites</u></b>				
	<b>Subtotal</b>		<b>Wood, Plastics, and Composites</b>		



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**Phase I - Construction Breakdown**

CSI	Description	Qty	Unit	Unit Rate	Total
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**07000 Thermal and Moisture Protection**

**A1030 Slab on Grade**

Vapor Barrier 10mil	158	SQ	10.76	\$1,699
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**B1020 Roof Construction**

Fireproofing 1" thick	16060	SF	1.89	\$30,323
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**B2010 Exterior Walls**

Joint Sealant (allowance)	1000	LF	3.13	\$3,135
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**B3010 Roof Coverings**

Scupper	6	EA	200.95	\$1,206
Downspout	3	EA	136.96	\$411
Splash block	3	EA	41.99	\$126
3" rigid insulation R15	16240	SF	2.69	\$43,747
60mil loose laid EPDM	17440	SF	1.19	\$20,814
Parapet Flashing	556	LF	4.93	\$2,741
Horizontal to vertical flashing	606	LF	6.21	\$3,766
Pipe Penetration	20	EA	83.62	\$1,672

**B3020 Roof Openings**

Roof Hatch	1	EA	2165.90	\$2,166
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**C1010 Partitions**

R-19 wall Insulation	6839	SF	0.66	\$4,523
Wall vapor barrier 6mil	61	SQ	16.62	\$1,015

<b>Subtotal</b>	<b>Thermal and Moisture Protection</b>			<b>\$117,344</b>
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**08000 Openings**

**B2020 Exterior Windows**

Exterior fixed windows	615	SF	29.95	\$18,418
Storefront Window Wall	262	SQ FT	112.37	\$29,405

**B2030 Exterior Doors**

Exterior Secure Door, Frame, Hardware	5	EA	11165.94	\$55,830
Exterior Storefront Door	2	EA	2355.22	\$4,710



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**Phase I - Construction Breakdown**

CSI	Description	Qty	Unit	Unit Rate	Total
<b>C1010 Partitions</b>					
	Bullet Proof Glass Pay Window & Frame	144	SF	243.91	\$35,123
<b>C1020 Interior Doors</b>					
	Detention Doors	4	EA	6230.84	\$24,923
	Wood Doors	27	EA	315.22	\$8,511
	Wood Door Hardware	27	EA	370.11	\$9,993
	Secure Wood Doors	10	EA	325.15	\$3,251
	Wood Ballistic Door, frame, hardware	1	EA	3044.19	\$3,044
	Secure Wood Door hardware	10	EA	595.11	\$5,951
	1-0 x 3-0 relite in doors	37	EA	102.99	\$3,811
<b>C1030 Fittings</b>					
	Training Wall Mirrors	129	SF	17.21	\$2,223
<b>G2040 Site Development</b>					
	Trash/recycle Doors/Gate	1	LS	1500.00	\$1,500
<b>Subtotal</b>			<b>Openings</b>		<b>\$206,693</b>
<b>09000</b>	<b><u>Finishes</u></b>				
<b>C1010 Partitions</b>					
	Gypsum Wall Board	35446	SF	0.78	\$27,579
	Gypsum Wall Board Level 5 finish	35446	SF	0.75	\$26,606
	Moisture resistant wall board	2660	SF	0.90	\$2,389
	Cement Wall Board	420	SF	1.28	\$538
	Sound Batts	7667	SF	1.12	\$8,609
<b>C3010 Wall Finishes</b>					
	Latex Paint	29340	SF	0.14	\$4,187
	Epoxy Paint Detention area	1180	SF	2.68	\$3,165
	Shower tile	420	SF	6.31	\$2,651
	Bathroom/Locker - Tile Wall	2795	SF	5.72	\$15,994



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**Phase I - Construction Breakdown**

CSI	Description	Qty	Unit	Unit Rate	Total
<b>C3020 Floor Finishes</b>					
	Admin - Carpet	277	SY	37.82	\$10,494
	Booking - Epoxy Floor Covering	457	SF	10.06	\$4,596
	City Hall - Carpet	97	SY	37.82	\$3,675
	Evidence - Linoleum	926	SF	19.37	\$17,933
	Multi Purpose - Carpet	236	SY	37.82	\$8,909
	Physical Therapy - Rubber Mat	566	SF	25.36	\$14,360
	Public - Stone Flooring	699	SF	27.14	\$18,975
	Public - Tile Floor	442	SF	16.49	\$7,281
	Public Works - Carpet	114	SY	37.82	\$4,321
	Shared - Carpet	190	SY	37.82	\$7,180
	Shared - Linoleum	475	SF	19.37	\$9,201
	Shared - Sealed Concrete Floor	375	SF	1.06	\$398
	Shared - Static Dissipative Tile	171	SF	9.02	\$1,543
	Support - Linoleum	830	SF	19.37	\$16,072
	Support - Tile Floor	1486	SF	8.96	\$13,310
	Tile base	514	LF	16.31	\$8,383
	6" Rubber Base	2125	LF	3.26	\$6,936
<b>C3030 Ceiling Finishes</b>					
	Hard Ceiling	3914	SF	0.78	\$3,045
	Gypsum Wall Board Level 5 finish	3913	SF	0.75	\$2,937
	Ceiling Suspension System 2x2 grid	11159	SF	1.54	\$17,217
	Ceiling Suspension System Seismic Brace	2641	EA	6.77	\$17,886
	Acoustical Tiles	11159	SF	1.90	\$21,173
	Detention Ceiling	451	SF	2.68	\$1,211
	Moisture resistant wall board	1327	SF	0.90	\$1,192
<b>Subtotal</b>			<b>Finishes</b>		<b>\$309,944</b>



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**Phase I - Construction Breakdown**

CSI	Description	Qty	Unit	Unit Rate	Total
<b>10000</b>	<b><u>Specialties</u></b>				
	<b>C1030 Fittings</b>				
	Interior Signage	45	EA	108.14	\$4,866
	Building Directional Signage	1	AL	6521.77	\$6,522
	15 lockers men / 5 lockers women	19	EA	290.23	\$5,514
	Locker room benches	6	EA	276.28	\$1,658
	HCDP Grab Bars	10	EA	107.94	\$1,079
	Seat Protectors	16	EA	192.81	\$3,085
	Sanitary Disposal	8	EA	583.24	\$4,666
	Toilet Paper Dispenser	16	EA	50.47	\$808
	Soap Dispenser	10	EA	200.18	\$2,002
	Paper Towel Dispenser	6	EA	295.25	\$1,772
	Electric Hand Dryers	6	EA	1094.76	\$6,569
	Fabricated toilet partitions	16	EA	1688.81	\$27,021
	Shower Doors	4	EA	590.31	\$2,361
	Dry Erase Boards	3	EA	243.53	\$731
	Tack Boards	6	EA	465.70	\$2,794
	Cubical workstations	0	Excluded		
	Wall Protection	1	AL	11402.18	\$11,402
	<b>D4030 Fire Protection Specialties</b>				
	Fire Extinguishers	8	EA	125.53	\$1,004
	Fire Extinguisher Cabinets	5	EA	288.18	\$1,441
	<b>G2040 Site Development</b>				
	Flag Pole 50ft	3	EA	4121.40	\$12,364
	<b>Subtotal</b>		<b>Specialties</b>		<b>\$97,658</b>
<b>11000</b>	<b><u>Equipment</u></b>				
	<b>E1010 Commercial Equipment</b>				
	<b>E1020 Institutional Equipment</b>				
	Overhead Projector	1	EA	3966.30	\$3,966
	Recessed Ceiling Operable Screen	1	EA	2426.44	\$2,426
	Detention Equipment	1	EA	4168.29	\$4,168
	Pass Through Drawer	3	EA	3294.17	\$9,882
	Gun Lockers	1	AL	12000.00	\$12,000



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**Phase I - Construction Breakdown**

CSI	Description	Qty	Unit	Unit Rate	Total
<b>E1030 Vehicular Equipment</b>					
	Parking Lot Security Gates (Allowance)	1	AL	20000.00	\$20,000
<b>E1090 Other Equipment</b>					
	Refrigerator	1	EA	3256.91	\$3,257
	Microwave	1	EA	506.91	\$507
	Stove	1	EA	3556.91	\$3,557
	Range Hood	1	EA	1556.91	\$1,557
<b>Subtotal</b>			<b>Equipment</b>	<b>\$61,321</b>	
<b>12000</b>	<b><u>Furnishings</u></b>				
<b>C3020 Floor Finishes</b>					
	Public - Walk off Mat	152	SF	46.94	\$7,135
<b>E2010 Fixed Furnishings</b>					
	Detention Seating	2	EA	1016.02	\$2,032
	Blinds and Window Treatment		excluded		
	Reception Built-In Desk/Counter	66	LF	379.04	\$25,021
	Break room & Copy Cabinets	112	LF	279.04	\$31,362
<b>E2020 Movable Furnishings</b>					
	Excluded				
<b>Subtotal</b>			<b>Furnishings</b>	<b>\$65,550</b>	
<b>13000</b>	<b><u>Special Construction</u></b>				
<b>F1040 Special Facilities</b>					
	K-9 Kennel	1	AL	12290.22	\$12,290
	Found Dog Kennels	1	EA	4790.22	\$4,790
<b>E1090 Other Equipment</b>					
	Evidence built-in cooler	1	AL	9077.26	\$9,077
<b>Subtotal</b>			<b>Special Construction</b>	<b>\$26,158</b>	
<b>14000</b>	<b><u>Conveying Equipment</u></b>				
<b>Subtotal</b>			<b>Conveying Equip</b>		



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**Phase I - Construction Breakdown**

CSI	Description	Qty	Unit	Unit Rate	Total
<b>21000</b>	<b><u>Fire Suppression</u></b>				
	<b>D4010 Sprinklers</b>				
	Wet-Pipe Sprinkler System	15790	SF	3.94	\$62,152
	Detention Fire Sprinkler heads	6	EA	223.63	\$1,342
	4" Dbl Check Valve	1	EA	1625.07	\$1,625
	<b>D4020 Standpipes</b>				
	2 1/2" Standpipe	15	LF	35.31	\$530
	<b>D4090 Other Fire Protection Systems</b>				
	<b>G3010 Water Supply</b>				
	Facility Fire Hydrant	1	EA	1417.17	\$1,417
	FDC Building Connection	1	EA	242.26	\$242
	<b>Subtotal</b>		<b>Fire Suppression</b>		<b>\$67,308</b>
<b>22000</b>	<b><u>Plumbing</u></b>				
	<b>D2010 Plumbing Fixtures</b>				
	Water Closet	14	EA	1525.87	\$21,362
	Urinal	4	EA	945.84	\$3,783
	Lavatory	12	EA	615.54	\$7,386
	Lavatory Wall Hung	1	EA	659.44	\$659
	Break room Sink	1	EA	537.86	\$538
	Shower valves	5	EA	2955.02	\$14,775
	Drinking Fountain	1	EA	1722.48	\$1,722
	Detention Water Closet & Sink	2	EA	6731.78	\$13,464
	Hose Bib and lock box	5	EA	123.63	\$618
	<b>D2020 Domestic Water Distribution</b>				
	Cold water distribution 1"	700	LF	27.28	\$19,096
	Cold water distribution 2"	392	LF	55.53	\$21,766
	Hot water distribution 1"	700	LF	27.28	\$19,096
	Hot water distribution 2"	392	LF	55.53	\$21,766
	Plumbing pipe insulation 1"	1400	LF	6.58	\$9,212
	Plumbing pipe insulation 2"	784	LF	7.36	\$5,771
	Valve & Fitting allowance	1	LS	20000.00	\$20,000
	Gas Water Heater 250MBH	1	EA	10290.72	\$10,291
	Water Heater Flue	15	VLF	29.00	\$435



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**Phase I - Construction Breakdown**

CSI	Description	Qty	Unit	Unit Rate	Total
<b>D2030 Sanitary Waste</b>					
	4" Sanitary waste	150	LF	40.49	\$6,074
	6" sanitary waste	340	LF	55.52	\$18,876
	4" vent piping	350	LF	40.49	\$14,172
	Floor Drain	12	EA	647.55	\$7,771
<b>D2040 Rain Water Drainage</b>					
	Roof Drain	3	EA	227.70	\$683
	Overflow Drain	3	EA	227.70	\$683
	Rainwater leaders	60	LF	162.26	\$9,736
	6" storm water pipe	260	LF	55.52	\$14,435
	8" storm water overflow pipe	260	LF	87.51	\$22,754
	Facility storm water insulation 6"	260	LF	17.10	\$4,446
	Facility storm water insulation 8"	260	LF	21.23	\$5,520
<b>D2090 Other Plumbing Systems</b>					
<b>Subtotal</b>			<b>Plumbing</b>	<b>\$296,892</b>	
<b>23000</b>	<b><u>Heating and Air Conditioning</u></b>				
<b>B3020 Roof Openings</b>					
	Mechanical roof curb allowance	1	AL	6500.00	\$6,500
<b>D3010 Energy Supply</b>					
	Natural Gas Pipe - Allowance	1	AL	12000.00	\$12,000
<b>D3040 Distribution Systems</b>					
	Ductwork 34x18 22ga	8311	Lb.	5.95	\$49,453
	Duct Liner 34x18 1" 3lb	5911	SF	7.21	\$42,604
	Flexible Duct 8" dia	759	LF	9.36	\$7,107
	Insulation Plenum rated	5911	SF	5.74	\$33,923
	VAV boxes	1	AL	10543.01	\$10,543
	Fire Dampers	10	EA	113.92	\$1,139
	Ceiling Diffusers 24 x24	50	EA	292.08	\$14,604
<b>D3050 Terminal &amp; Package Units</b>					
	55 ton cooling / 300 MBH	1	AL	37672.06	\$37,672
	Rooftop MAU	1	AL	15014.13	\$15,014



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**Phase I - Construction Breakdown**

CSI	Description	Qty	Unit	Unit Rate	Total
<b>D3060 Controls &amp; Instrumentation</b>					
	HVAC system controls	1	AL	45000.00	\$45,000
<b>D3070 Systems Testing &amp; Balancing</b>					
	Testing balance HVAC	1	AL	18000.00	\$18,000
<b>D3090 Other HVAC Systems &amp; Equipment</b>					
	Exhaust Fan 300CFM	10	EA	516.18	\$5,162
<b>Subtotal</b>		<b>Heating and Air Conditioning</b>			<b>\$298,722</b>
<b>26000</b>	<b><u>Electrical</u></b>				
<b>D5010 Electrical Service &amp; Distribution</b>					
	Normal Power Main Switchboard 120/208V	1	EA	13397.40	\$13,397
	Normal Power Panel 120/208V	2	EA	3854.96	\$7,710
	Normal Power Transformer 277/480V	1	EA	28821.29	\$28,821
	Normal Power Main Switchboard 277/408V	1	EA	16409.45	\$16,409
	Normal Power Panel 277/480V	2	EA	7069.21	\$14,138
	Grounding to foundation mat	1	LS	5000.00	\$5,000
	Conduit and wiring	1	AL	36000.00	\$36,000
<b>D5020 Lighting and Branch Wiring</b>					
	Suspended Ceiling Fixtures	70	EA	182.60	\$12,782
	Shower light fixtures	6	EA	261.51	\$1,569
	Lobby Light fixtures	6	EA	388.68	\$2,332
	Normal Power Distribution 277/480V	1	AL	54000.00	\$54,000
	Detention Lighting	3	EA	498.68	\$1,496
<b>D5090 Other Electrical Systems</b>					
	Emergency Power Generator	1	AL	50546.86	\$50,547
	AIS Switch	1	AL	4243.39	\$4,243
	Emergency Power Lighting		Included.		
	Emergency Power conduit and wire		Included.		
	Emergency Power Panels	2	EA	16409.45	\$32,819
	Uninterruptible Power Supply	1	AL	18500.00	\$18,500



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**Phase I - Construction Breakdown**

CSI	Description	Qty	Unit	Unit Rate	Total
<b>G4020 Site Lighting</b>					
	Parking Lot Lighting	11	EA	2136.64	\$23,503
	Parking Lot Light Poles 30ft	11	EA	2437.34	\$26,811
	Landscape Lighting	1	AL	4743.39	\$4,743
	Exterior building wall packs	10	EA	291.51	\$2,915
<b>Subtotal</b>		<b>Electrical</b>		<b>\$357,737</b>	
<b>27000</b>	<b><u>Communications</u></b>				
<b>D5030 Communications &amp; Security</b>					
	Public Address	1	AL	3000.00	\$3,000
	Telephone System	1	AL	10000.00	\$10,000
	Television System	1	AL	6500.00	\$6,500
	Data Communications System	1	AL	25000.00	\$25,000
<b>Subtotal</b>		<b>Communications</b>		<b>\$44,500</b>	
<b>28000</b>	<b><u>Electronic Safety and Security</u></b>				
	Exit Sign	7	EA	336.81	\$2,358
	Video Surveillance	1	AL	16486.77	\$16,487
	Security Alarm	1	AL	42433.86	\$42,434
	Fire Alarm	1	AL	18125.00	\$18,125
	Gas Detection	1	AL	6500.00	\$6,500
<b>Subtotal</b>		<b>Electronic Safety and Security</b>		<b>\$85,903</b>	
<b>31000</b>	<b><u>Earthwork</u></b>				
<b>G1010 Site Clearing</b>					
	Site clearing	2	AC	5019.26	\$10,039
	Top soil strip/Haul	2	AC	821.61	\$1,643
	Developed Site Area	1.75	AC		
<b>G1030 Site Earthwork</b>					
	Rough Grading	1	LS	8296.19	\$8,296
	Erosion Control	1100	LF	1.67	\$1,842
	Fine Grading	1	LS	1508.55	\$1,509
<b>Subtotal</b>		<b>Earthwork</b>		<b>\$23,328</b>	



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**Phase I - Construction Breakdown**

CSI	Description	Qty	Unit	Unit Rate	Total
<b>32000 Exterior Improvements</b>					
<b>A1030 Slab on Grade</b>					
	6" SOG Subgrade	14320	SF	1.08	\$15,532
	2" Sand under slab on grade	14322	SF	0.74	\$10,537
<b>G2010 Roadways</b>					
	Driveway/Garbage/entrance Concrete	404	SY	46.54	\$18,782
	Opt - Concrete Driveway	89	SY	46.54	\$4,119
	Full Lot Perimeter to Roadway Curb & Gutter	549	LF	26.27	\$14,418
	Site Bases & sub bases	4429	SF	2.18	\$9,637
<b>G2020 Parking Lots</b>					
	Site Bases & sub bases	25006	SF	0.91	\$22,790
	A/C Pavement	25007	SF	3.78	\$94,641
	18in Standard Curb	1727	FT	13.49	\$23,283
	HCDP - Signs & site markings	3	EA	42.26	\$127
	Site signs allowance	1	AL	500.00	\$500
	Painted Lines - Thermoplastic 4" wide	853	LF	0.57	\$484
<b>G2030 Pedestrian Paving</b>					
	Sidewalk Base	4442	SF	0.35	\$1,546
	Sidewalk forming	4442	SF	0.82	\$3,650
	Sidewalk Concrete Placement	4442	SF	4.50	\$19,990
	Staff Patio Brick pavers	423	SF	12.71	\$5,373
	Public Plaza	860	SF	6.64	\$5,710
<b>G2040 Site Development</b>					
	Chain Link Fence	726	LF	39.32	\$28,535
	Chain Link Vehicle Gate	2	AL	6500.00	\$13,000
	Patio Screen wall	59	LF	5.85	\$346
	Flag Pole Foundation	3	EA	2660.87	\$7,983
<b>G2050 Landscaping</b>					
	Seeding & Planting	18853	SF	0.84	\$15,832
	Irrigation System	18853	SF	1.24	\$23,373



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**Phase I - Construction Breakdown**

CSI	Description	Qty	Unit	Unit Rate	Total
<b>G4020 Site Lighting</b>					
	Parking Lot Light bases	11	EA	1477.62	\$16,254
	Covered Parking	3359	SQ FT		
<b>Subtotal</b>		<b>Exterior Improvements</b>		<b>\$356,441</b>	
<b>33000 Utilities</b>					
<b>G3010 Water Supply</b>					
	Potable Water Distribution	200	LF	24.44	\$4,888
	Potable Water excavation & backfill	405	CY	5.58	\$2,263
	Water Vault	1	EA	650.00	\$650
	Double check valve	1	EA	4534.53	\$4,535
	Fire protection valve by pass	1	EA	150.83	\$151
	Fire protection site water lines	180	LF	24.44	\$4,399
<b>G3020 Sanitary Sewer</b>					
	Sanitary pipe	150	LF	18.22	\$2,733
	Sanitary pipe excavation & backfill	284	CY	6.41	\$1,824
	Sanitary clean out	2	EA	249.36	\$499
<b>G3030 Storm Sewer</b>					
	Storm Sewer Pipe	910	LF	39.36	\$35,821
	Storm Sewer excavation & backfill	1941	CY	5.58	\$10,840
	Retention Pond Savings	-1	AL	8500.00	-\$8,500
	Catch basin	3	EA	360.06	\$1,080
	Utility area drains	3	EA	236.91	\$711
	Utility oil and grease separator	1	EA	1906.91	\$1,907
<b>G3060 Fuel Distribution</b>					
	Site Gas Pipe by Vendor		Excluded		
	Gas Meter Connection	1	EA	231.78	\$232



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**Phase I - Construction Breakdown**

CSI	Description	Qty	Unit	Unit Rate	Total
<b>G4010 Electrical Distribution</b>					
	Underground site conduit	200	LF	20.70	\$4,140
	Concrete conduit cover	200	LF	11.72	\$2,343
	Excavation & Backfill	190	CY	6.41	\$1,216
	Site Transformer - 277/480 by vendor		Excluded		
<b>G4030 Site Communications &amp; Safety</b>					
	Site Telephone - Vendor		Excluded		
	Site cable television - by vendor		Excluded		
	Site Data/Fiber - by vendor		Excluded		
<b>Subtotal</b>			<b>Utilities</b>		<b>\$71,730</b>

End of Estimate



### Abbreviations & Definitions

<u>Item</u>	<u>Definitions</u>	<u>Item</u>	<u>Definitions</u>
ADA	American Disabilities Act	RI	Rough In
AG	Above Grade	SF	Square Feet
Agg	Aggregate	Sgl	Single
AL	Allowance	SOG	Slab on Grade
Alum	Aluminum	SQ	100 Square Feet
BG	Below Grade	SQ FT	Square Feet
CDX	Exterior grade plywood	USF	Useable Square Feet
CFCI	Contractor Furnished & Installed	w/	with
CL	Class	W/C	Water Closet
Clg	Ceiling	WD	Wood
Conc	Concrete	Wdo	Window
Dbl	Double	YD	Yard
Demo	Demolition	RRI	Remove, Refinish, Reinstall
DI	Ductile Iron	R&R	Remove and Reinstall
Dia	Diameter	AFU	risk-Allowance For Unknown
EA	Each	AFC	risk-Allowance For Change
Ext	Exterior		
FD	Floor Drain		
FDC	Fire Department Connection		
Flr	Floor		
ga	Gauge		
GWB	Gypsum Wall Board		
H/C	Hot/Cold		
HM	Hollow Metal		
HVAC	Heating Ventilation & Air Conditioning		
INT	Interior		
IT	Information Technology		
JT	Joint		
LB	Load Bearing		
LT	Light		
LVL	Level		
Mech	Mechanical		
Misc.	Miscellaneous		
Mtl	Metal		
NIC	Not In Contract		
NLD	Non-Loaded		
NR	Not Rated		
O/C	On Center		
OWJ	Open Web Joist		
Oz	Ounce		
P-Lam	Plastic Laminate		



## SAMPLE LIONS PROGRAMS

### Community

*Sight and Hearing screenings*

*Eyeglasses/hearing aids*

*Eyeglass/hearing aid collection*

*Parks*

*Holiday food baskets*

*Disaster relief*

*Community centers*

### Youth

*Scholarships*

*Flags for 1<sup>st</sup> graders*

*Scouts*

*SMART Reading program*

*School sight/hearing screening*

### Fundraising

*Community celebrations*

*Meals*

*Flag displays*

## Who We Are

### About Us

Lions are service-minded men and women who are interested in improving their communities.

Lions are best known for preventing blindness. Members participate in a wide variety of activities, from assisting underprivileged to natural disaster.

### Contact Us:

Past District Governor Jim Jagers

Phone: 503-703-7386

Email: [matthieu5775@comcast.net](mailto:matthieu5775@comcast.net)

**OR THE BUSINESS CARD BELOW**



FRENCH PRAIRIE  
CENTENNIAL LIONS CLUB

# FRENCH PRAIRIE CENTENNIAL

## LIONS CLUB

*Serving Oregon's historic*

*French Prairie*

**INVITE you and your family to become members of the world's largest service organization---Lions Clubs International**



Fall---2016



**We Serve**

## Mission Statement

To empower volunteers to serve their communities, meet humanitarian needs, encourage peace and promote international understanding through Lions clubs.

## Vision Statement

To be the global leader in community and humanitarian service.

## Beginning in 1917

Melvin Jones, a Chicago businessman, asked a simple and world-changing question – what if people put their talents to work improving their communities?

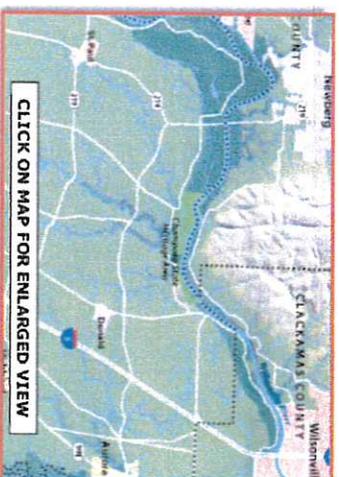
Within three years, Lions became an international organization. Almost 100 years later, Lions Clubs International is the world's largest service club organization.

## FRENCH PRAIRIE

### LIONS CLUB

Serving Oregon's Historic French  
Prairie Communities.

**WE SERVE is the motto of  
Lions around the world. Anyone  
who wishes to help their  
community can find support  
from the French Prairie Lions  
Club.**



## Lions Programs

Lions Clubs worldwide are known for sight and hearing programs since the 1920s and have a close association with the work of Helen Keller.

The Oregon Lions Sight and Hearing Foundation is rated the #4 non-profit in Oregon and provides clubs a number of programs to use in local communities. In addition, the Lions VisionGift Eye Bank is among the best in the nation.

Locally, Lions look for ways to improve the quality of life in our communities. We identify needs and work to meet those needs. Lions Clubs are noted for collection of eye glasses and hearing aids. Many clubs have strong youth programs.

Article 7.18

BEEKEEPING

Sections:

- 7.18.010 Short Title.
- 7.18.020 Definitions.
- 7.18.030 Keeping Bees.
- 7.18.040 Exceptions.
- 7.18.050 Inspection.
- 7.18.060 Penalty.

7.18.010 Short Title

GRC Article 7.18 may be cited as the Gresham Beekeeping Code.  
(Ord. No. 1749, Enacted, 04/16/2015)

7.18.020 Definitions

In addition to the definitions set forth in GRC 1.05.010, for purposes of the Beekeeping Code, the following definitions apply:

Appliances. Any implement or device used in the manipulating of Honeybees or their brood or colony.

Beekeeping (apiculture). The maintenance of honeybee colonies, commonly in hives.

Colony. A group of honeybees.

Disease. Pests, disease or any condition affecting bees or their brood.

Flyway barrier. A barrier which directs the bees quickly into the sky.

Hive. Any receptacle or container made or prepared for use of honeybees, or box or similar container taken possession of by honeybees.

Honeybee. Honey-producing insects of the genus Apis and includes the adults, eggs, larvae, pupae or other immature stages thereof, together with such materials as are deposited into hives by their adults, except honey and beeswax in rendered form.  
(Ord. No. 1749, Enacted, 04/16/2015)

7.18.030 Keeping Bees.

Honeybees may be kept in the city consistent with the following standards:

(1) Honeybee colonies shall only be kept on a lot or parcel that has a single-family detached dwelling in which the beekeeper resides.

(2) The number of colonies shall not exceed six.

(3) All portions of the hives/colony enclosures shall be located in side and/or in rear yards;

(4) A flyway barrier at least six feet in height consisting of a solid wall, solid fencing material, dense vegetation or combination thereof that is parallel to the property line and extends 10 feet beyond the colony in each direction, unless the adjoining property is undeveloped for a minimum of 25 feet past the property line.

(5) Colonies shall be maintained in movable-frame hives with adequate space and management techniques to prevent overcrowding.

(6) Beekeeper shall maintain an adequate supply of water for colonies located within 25 feet of each hive on the property where the Honeybees are located.

(7) Beekeeper will abide by any disease prevention directives issued by the State of Oregon Department of Agriculture.

(8) Hives must be positioned such that the opening is pointed into the beekeeping property and not toward any adjoining property.

(9) Beekeeping appliances shall be kept in a clean condition at all times by taking such action as deemed necessary to prevent any condition which may be dangerous or detrimental to the public health, the health of the colony or constitute a nuisance.  
(Ord. No. 1749, Enacted, 04/16/2015)

**7.18.040 Exceptions.**

Bees being kept on agriculture-use property that are properly registered with the State of Oregon are exempt from this code.

(Ord. No. 1749, Enacted, 04/16/2015)

**7.18.050 Inspection.**

The Manager is authorized to inspect the property to effectuate the purposes and public benefits of the Gresham Revised Code and enforce GRC Article 7.18. Authorization to inspect shall be pursuant to GRC 7.50.510 and GRC 7.50.520.

(Ord. No. 1749, Enacted, 04/16/2015)

**7.18.060 Penalty.**

Violation of any provision of this article may be subject to a fine or penalty in the maximum amount of \$500.

(Ord. No. 1749, Enacted, 04/16/2015)

## Title 6 ANIMALS

### Chapters:

#### 6.05 General Regulations

### Chapter 6.05 GENERAL REGULATIONS

#### Sections:

- 6.05.010 Relationship to state laws.
- 6.05.020 Definitions.
- 6.05.030 Enforcement authority.
- 6.05.040 Complaint procedures.
- 6.05.050 Enforcement complaint.
- 6.05.060 Interference with animal control official.
- 6.05.070 Registration requirements.
- 6.05.080 Impoundment – Authority.
- 6.05.090 Impoundment – Notice.
- 6.05.100 Impoundment – Redemption by owner or keeper.
- 6.05.110 Sick or injured animals.
- 6.05.120 Offenses.
- 6.05.130 Dangerous animals.
- 6.05.140 Wild animals.
- 6.05.150 Exotic animals prohibited.
- 6.05.160 Disposition of habitual offenders.
- 6.05.170 Shelter requirements.
- 6.05.180 Keeping of livestock, certain chickens and/or domesticated rabbits within the city limits of the city of Hubbard.
- 6.05.190 Dead animals – Carcass removal.
- 6.05.200 Summary destruction of certain animals.
- 6.05.210 Violation – Penalty.

#### **6.05.010 Relationship to state laws.**

ORS Chapter 609, pertaining to animal control, exotic animals and dealers, and ORS 167.31 through 167.388, pertaining to offenses against animals shall apply in the city of Hubbard except where expressly superseded by this chapter. (Ord. 234-2000 § 2, 2000)

#### **6.05.020 Definitions.**

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

(1) "Animal" means any of the lower animals as distinguished from and not including man, belonging to the animal kingdom of the living beings, typically differing from plants, and including mammals, fowl, reptiles, and fish.

(2) "Dangerous animal" means any animal generally thought of as "wild" and capable of inflicting injury (such as cougars and boa constrictors – whether owned as pets or not) and including animals which are not dangerous under normal conditions but could become so under abnormal conditions (for example, a rabid dog or unconfined bull).

(3) "Domestic animal" means any animal raised for food, profit or other practical use, including but not limited to farm animals, livestock, poultry, rabbits, and bees.

(4) "Keeper" means any person, firm, or association having the custody of or authority to control the animal.

(5) "Livestock" means horses, mules, jackasses, burros, cattle, sheep, goats, donkeys, swine, and animals bred commercially or otherwise.

(6) "Owner" means owning, keeping, or harboring an animal.

(7) "Owner of property" means any person who has legal or equitable interest in real property, or who has a possessory interest therein, or who resides on the property, or is a guest of any person who owns, rents, or leases said property.

(8) "Poultry" means domestic fowl, such as chickens, turkeys, ducks, geese, or other fowl raised for meat or eggs.

(9) "Running at large" means an animal which is off or outside the premises belonging to the owner, keeper, or person having control, custody, or possession of the animal, or not in the company of or under the control of its owner or keeper by means of an adequate leash, pen, cage, coop, vehicle, or other means of confinement or immediate supervision.

(10) "Wild animal" means any animal which normally lives in a state of nature and is not ordinarily tame or domesticated and usually not amenable to human habits.

(11) "Domesticated rabbits" shall mean rabbits kept for personal use. (Ord. 313-2010; Ord. 234-2000 § 3, 2000)

#### **6.05.030 Enforcement authority.**

The chief of police or any other police officer or any other person designated or appointed by the chief of police. For the purposes of this chapter, those officers or persons are referred to as the "animal control official." (Ord. 234-2000 § 4, 2000)

#### **6.05.040 Complaint procedures.**

(1) Filing a Complaint.

(a) Any person who has cause to believe any animal regulated by this chapter is being maintained as a public nuisance may complain, either orally or in writing, to a city police officer or a Marion County animal control officer. The complaint shall be considered sufficient cause for the officer to investigate the matter and determine if the owner or keeper of the animal is in violation of a provision of this chapter. The city police officer may use discretion in referring the matter to a county animal control officer for prosecution.

(b) Should the city or the appropriate officer find cause to request dismissal of the charge, such motion shall be made on the city's requisite form.

(2) Subpoena. Issuance and service of a subpoena to require a person's attendance in court or the production of documents or tangible things and to permit inspection thereof shall be made as provided in Rule 55, Oregon Rules of Civil Procedure (ORCP), except that:

(a) A subpoena may be issued by the municipal judge or by an attorney of record of the party on whose behalf the witness is required to appear;

(b) Service shall be made as provided in ORCP 55-D; and

(c) Witness fees shall be payable in accordance with ORS 44.415(2).

(3) Jurisdiction. The municipal court of the city of Hubbard has exclusive jurisdiction over violations of any of the provisions of this chapter within the corporate limits of the city. (Ord. 234-2000 § 5, 2000)

**6.05.050 Enforcement complaint.**

(1) Any person authorized to enforce the provisions of this chapter may issue an enforcement complaint to any person found in violation of the provisions of this chapter.

(2) The issuing official shall cause the enforcement complaint to be delivered to the person alleged to have violated the provisions of this chapter. (Ord. 234-2000 § 6, 2000)

**6.05.060 Interference with animal control official.**

(1) It is unlawful for any person to interfere in anyway with an animal control official engaged in enforcing, seizing, impounding, or lawfully disposing of any animal under the authority of this chapter.

(2) It is unlawful to release any animal from the custody of the animal control official after such animal has been seized or impounded under the authority of this chapter. (Ord. 234-2000 § 7, 2000)

**6.05.070 Registration requirements.**

(1) Every person owning or keeping an animal requiring registration or a license as may be defined by federal, state, county, or municipal law or regulation shall register or license such animal in accordance with the specific regulation or law requiring the registration or license.

(2) Registration tags, when required, shall be attached to the animal when such animal is not in the immediate possession or direct supervision of the owner or keeper. (Ord. 234-2000 § 8, 2000)

**6.05.080 Impoundment – Authority.**

(1) Any animal control official is authorized to impound any animal found in violation of any of the provisions of this chapter.

(2) Any animal which bites a person or another animal or which has caused injury to any person or another animal may be summarily seized by any person and, if seized, shall be promptly delivered to the animal control official.

(3) Any animal control official may house an animal impounded under the provisions of this chapter at a kennel, veterinary clinic, or other animal shelter. (Ord. 234-2000 § 9, 2000)

**6.05.090 Impoundment – Notice.**

(1) Whenever an animal is impounded pursuant to the provisions of this chapter, if the owner or custodian of the animal is known to the city police and the animal has not been accused of biting a person, the police shall make reasonable attempts to deliver the animal to its owner.

(2) In case the owner or custodian of the animal is not known to the city police, the animal shall be delivered forthwith to a Marion County animal control officer or directly to a suitable animal shelter. (Ord. 234-2000 § 10, 2000)

**6.05.100 Impoundment – Redemption by owner or keeper.**

(1) Fees for redemption of the animal by its owner shall be due and payable to the county in accordance with county regulations.

(2) The city of Hubbard retains the right to collect from the animal's owner, or keeper, reimbursement of any actual costs incurred by the city of Hubbard for interim care of the animal while in the temporary custody of the city. A statement of expenses shall be mailed to the owner or presented in person and a copy shall be forwarded to the county office of animal control within 48 hours of the animal's transfer to the county's custody. In addition to any fees payable to the county, costs owed to the city must be paid to the city prior to redemption of the animal.

(3) The owner, or keeper, shall pay for any boarding, care or medical expenses incurred in accordance with HMC 6.05.110. (Ord. 234-2000 § 11, 2000)

**6.05.110 Sick or injured animals.**

(1) No person shall permit any animal or bird owned or controlled by that person to be at large within the city if such animal or bird is afflicted with a communicable disease.

(2) Any animal control official who has found or lawfully seized or impounded an animal under the provisions of this chapter and determines that the animal is in apparent need of immediate medical attention due to illness or injury, may authorize the necessary medical attention and/or have the animal destroyed. (Ord. 234-2000 § 12, 2000)

**6.05.120 Offenses.**

(1) No dog, livestock, domesticated rabbit, or poultry shall run at large within the city limits upon any public street or other public place or trespass upon private property not owned or controlled by the owner or keeper of such animal. Animals at large may be taken into custody by the city and disposed of in accordance with the procedures provided by ORS Chapter 609.

(2) No domestic or wild animal shall:

(a) Make excessive or unreasonable noise in such a manner as to disturb or annoy any person or deprive any person of peace and quiet, other than the owner or keeper of such animal;

(b) Cause injury to a person, animal, or property, or show a propensity to cause injury to persons, animals, or property;

(c) Chase persons or vehicles;

(d) Injure or kill an animal belonging to a person other than the owner or keeper of such animal;

(e) Chase, injure, or kill any animal raised or kept for use or profit;

(f) Damage property belonging to a person other than the animal's owner or keeper.

(3) No person who keeps, possesses, or otherwise maintains any animal shall allow the accumulation of raw or untreated animal manure which creates an offensive odor to occur upon any property, whether public or private.

(4) No person shall:

(a) Subject any animal to mistreatment;

(b) Kill any animal under the custody or control of another without legal privilege.

(5) The owner, keeper, or person in charge of an animal found to have committed an offense is punishable in accordance with HMC 6.05.210. (Ord. 313-2010; Ord. 234-2000 § 13, 2000)

**6.05.130 Dangerous animals.**

(1) No person shall keep, possess, or otherwise maintain under their control any dangerous, ferocious, or biting animal.

(2) "Dangerous, ferocious, or biting animal" includes any such animal which, with a lack of provocation, is likely to injure, attack, or otherwise threaten the lawful presence of any person or animal.

(3) In addition to any fines or other penalties provided in this chapter, the council may order such disposition of any dangerous, ferocious, or biting animal as it considers necessary for the safety or health of the public. (Ord. 234-2000 § 14, 2000)

**6.05.140 Wild animals.**

(1) No person shall keep or possess or otherwise maintain any wild animal within the city limits, except for purposes of public display.

(2) "Public display" means keeping in a public place approved by the council for the sole purpose of exhibiting wild animals held in captivity and open to the general public during reasonable hours.

(3) No wild animal shall be allowed to run at large or to run at large upon the property of the person authorized to keep, possess, or otherwise control such animal. A violation of any section of this chapter constitutes a Class I civil infraction and shall be handled according to the procedures established by ordinance relating to civil infractions. (Ord. 234-2000 § 15, 2000)

**6.05.150 Exotic animals prohibited.**

Subject to ORS 609.205, "exotic animal" as defined in ORS 609.305, no person shall keep or maintain one or more exotic, wild or dangerous animals to include bees kept in a collection of hives or colonies. The keeping or maintenance of an exotic, wild or dangerous animal is a public nuisance and shall be abated in conformity with the requirements of this chapter. (Ord. 234-2000 § 16, 2000)

**6.05.160 Disposition of habitual offenders.**

In addition to any fines or other penalties provided herein, the council may order such disposition of the animal as it considers necessary for the safety or health of the public. (Ord. 234-2000 § 17, 2000)

**6.05.170 Shelter requirements.**

(1) The owner or keeper of any animal shall provide adequate shelter for such animal. Adequate shelter means that which provides protection from the meteorological elements.

(2) The council may prohibit the housing or keeping of any animal within the city limits when such housing or keeping may impair the public health, welfare, safety, or create a nuisance.

The council may direct the animal control official to deliver a written notice to the owner or keeper of such animal, directing the owner or keeper to remove the animal with seven days from the service of such notice. (Ord. 234-2000 § 18, 2000)

**6.05.180 Keeping of livestock, certain chickens and/or domesticated rabbits within the city limits of the city of Hubbard.**

(1) No person owning, possessing, or having control of livestock, shall keep such animals unless they are contained in a secure fenced area on a lot having an area of at least 32,670 square feet (0.75 acre) per animal.

(2) Up to four female chickens or domesticated rabbits, or any combination thereof, may be kept on any lot with a minimum area of 5,000 square feet, up to five of such animals on any lot with a minimum area of 7,000 square feet, up to six of such animals on any lot with a minimum area of 10,000 square feet, or up to eight of such animals on any lot over 10,000 square feet. Waste from such animals shall not be allowed to accumulate. Chicken and rabbit food shall be stored in rodent-proof containers at all times.

(3) Male chickens (roosters) and any other poultry shall not be owned, possessed or maintained within the city limits of the city of Hubbard.

(4) Pens, hutches, fencing or other containment shall be maintained to confine such animals to owner's property at all times.

(5) All structures that house livestock, female chickens and rabbits shall be subject to Building Code and Development Code requirements and shall be located at least 20 feet from all neighboring residences, at least five feet from any side property line and at least 10 feet from the rear property line and shall not be located in front of the primary residential structure.

(6) No livestock, poultry or rabbits shall be slaughtered on the subject property for commercial purposes.

(7) Nonconforming Use. For livestock being kept on parcels of less than 32,670 square feet (0.75 acres) per animal, this section shall not preclude any person from continuing to keep or replace livestock which were being kept within the city limits of the city of Hubbard on or before the adoption date of the ordinance codified in this chapter.

(8) Cessation of Use. For parcels of less than 32,670 square feet (0.75 acres), if a nonconforming use for keeping of the livestock is discontinued for a period of 90 days or more, or if the property comes under different ownership, the keeping of livestock shall cease and may not be resumed. (Ord. 313-2010; Ord. 292-2006 § 1; Ord. 234-2000 § 19, 2000)

**6.05.190 Dead animals – Carcass removal.**

No person may permit the carcass of any animal kept, possessed, or otherwise maintained under that person's control to remain upon any public street or other public place or upon any private property for over 24 hours. (Ord. 234-2000 § 20, 2000)

**6.05.200 Summary destruction of certain animals.**

Any animal, whether domestic or wild, which presents an imminent threat of serious physical injury or death to any person or other animal, or which has caused injury or death to any person or other animal, and which, under the immediate circumstances, cannot be captured or impounded as provided in this chapter, may be summarily destroyed in as humane a manner as is practicable under the existing circumstances. (Ord. 234-2000 § 21, 2000)

**6.05.210 Violation – Penalty.**

A violation of any section of this chapter constitutes a Class I civil infraction and shall be handled according to the procedures established by ordinance relating to civil infractions. (Ord. 234-2000 § 22, 2000)



**- MONTHLY REPORT -**

**DATE: August 11, 2015**  
**TO: City Council**  
**FROM: Public Works Department**

**ITEM #1** Marion County recently entered into an Agreement with Blackline, Inc. for slurry work in the County (see attached). The County received a favorable price for their slurry work - \$1.68/sq. yd. The City has the opportunity to “piggy-back” on Marion County’s contract for slurry work recommended in the City’s 2013 Pavement Management Program Report. Please see the attached spreadsheet for additional details about specific street sections. The cost for this project will be approximately, \$13,873.44 (actual quantities may vary).

On the Consent Agenda is Staff’s request for Council authorization to submit a Purchase Order for Blackline, Inc. to complete the slurry work per their proposal dated July 29, 2015 (see attached).

**ITEM #2** Discussion Item: Staff requests Council direction regarding a request from Matt Kennedy regarding the possibility of entering into an Agreement to mow the property on the corner of 3<sup>rd</sup> and “D” Streets. Please also see the attached State Ethics Commission’s letter.

**PENDING Grant Applications:**

1. Multimodal Transportation Program: OR99E: “D” Street to North City Limits Center Turn Lane and OR99E/”A” Street Intersection Crosswalk project – PENDING

<b>The Public Works Department completed 16 requests for locates for the month of July.</b>
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# DIRECTOR OF ADMINISTRATION/CITY RECORDER MONTHLY REPORT

**To:** CITY COUNCIL  
**From:** VICKIE NOGLE, MMC  
**Date:** JULY 29, 2015  
**RE:** REPORT FOR AUGUST 11, 2015, CITY COUNCIL MEETING

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## **ADMINISTRATION**

I will be on vacation starting August 12<sup>th</sup> and will be back in the office August 24<sup>th</sup>. City Staff has my personal cell phone if anyone needs to contact me for emergency purposes.

## **PLANNING COMMISSION**

The August 18, 2015, Planning Commission meeting will be cancelled. Next regular meeting is scheduled for September 15, 2015, at 6:30 p.m.

## **NEWSLETTER**

Please submit your information to Lucy Astorga for the Newsletter no later than **August 13, 2015**. You can submit them in writing or e-mail her at [lastoraga@cityofhubbard.org](mailto:lastoraga@cityofhubbard.org).

## **BUILDING PERMITS**

9 building permit applications have been submitted from January - July 2015.

## BUILDING PERMITS

	Date Received & Sent to Co.	Date Received From County	Permit #	Applicant Name	Address	Map & Tax Lot #
1	10/20/2014	12/8/2014	555-14-006564-STR	AKG PROPERTIES	2360 INDUSTRIAL AVE	41W33DD 01100
2						
3	10/20/2014	10/29/2014	555-14-006569-MD	MARTY SOBO/CRM CONST	3177 RAINBOW LOOP	41W34CB 100
4						
5	10/20/2014	12/9/2014	555-14-006573-STR	CRAIG QUINBY CONST	3295 PACIFIC HWY 99E	41W33DA 2000
6	01/102/2015			JESUS PEREZ	3447 ELM STREET	
7	2/24/2015	3/19/2015	555-15-001438-STR	PBSL LLC	2994 SCHMIDT LANE	41W33DC 900
8	3/2/2015	3/30/2015	555-15-001509-fire	Fire Protection Service, Inc.	2360 Industrail Ave	41W33DD01100
9	3/25/2015	4/13/2015	555-15-002033-STR	Phil Gaboury	3533 Hoodview Drive	41W34CB 03000
10	7/22/2015			Kirk Delgnan	3564Pacific Highway 99E	
11	5/14/2015	6/2/2015	555-15-003302-STR	Schrier Living Trust	3624 Pacific Highway 99E	41W34BC 02400
12	6/8/2015	6/25/2015	555-15-003824-STR	Ryan & Teresa Oconnell	2412 Riviera Creek	041W28DD03600
13						
14	7/8/2015	7/20/2015	7/20/2015	Steve Laue	2433 Allan Avenue	041W28DD00600
15						
16	6/17/2015	7/29/2015	555-15-004192-STR	Odelia Pacific Corp (T-Mobile)	3632 First Street	041W34BC01800
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**BUILDING PERMITS page 2**

	Type of permit	Permit Amount	Receipt #	ROW	Receipt #	City Fee	SDC	Receipt #	EXISE TAX	Valuation
1	WAREHOUSE	\$ 2,236.84	43054	N/A	N/A	\$ 408.79	\$ 8,575.12	44173	4019.5	\$ 455,891.69
2	ADDITIONAL PAYMENT	\$ 2,607.32	44173							
3	ADD MANF HOME TO PARK	\$ 406.20	43052	N/A	N/A	\$ 57.00	N/A	N/A	\$ 864.00	\$ -
4	ADDITIONAL PAYMENT	\$ 864.00	\$ 43,103.00							
5	REMODEL OF EXISTING BUILDING	\$ 603.81	42947	N/A	N/A	\$ 61.30	N/A	N/A		\$ 35,000.00
6	ADDING BEDROOM	\$ 131.20	44825							
7	SIGN	\$ 131.20	45154							\$ 1,800.00
8	Fire Alarm	\$ 145.36	45395							
9	ADDITION BEDROOM & FOYER	\$ 145.36	46242	N/A	N/A	\$ 25.00	N/A	N/A		\$ 2,313.00
10	New Covered Deck for Business	\$ 131.20	46336							
11	Change of Use to Auto Sales	\$ 131.20	46437	N/A	N/A	\$ 25.00	N/A	N/A		\$ 2,313.00
12	Addition to SFR	\$ 975.64	47496	N/A	N/A	\$ 59.45	N/A	N/A	\$ 548.00	\$ 61,732.20
13	Refund 6/30/2015	\$ 70.98	CK #6122							
14	Addition to SFR/storage	\$ 464.92	47170	N/A	N/A		N/A	N/A		\$ 24,958.08
15	ADDITIONAL PAYMENT 7/21/15	\$ 574.68	47533	N/A	N/A	\$ 31.72	N/A	N/A	\$ 576.00	\$ 24,958.08
16	Replacemnet of 6 Antennas	\$ 323.08	47533	N/A	N/A	\$ 32.80	N/A	N/A		\$ 15,000.00
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# FINANCE MONTHLY REPORT – AUG 2015

**To:** CITY COUNCIL

**From:** Kari Kurtz

**Date:** July 29, 2015

**Re:** August 11, 2015 Council Meeting

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## **Finance Reports & Notes:**

1. Included are the following reports for your review:
  - a. Accrual Leave Report
  - b. Revenue Analysis Report
  - c. Expense vs. Budget Report

## **Consent Agenda Reports:**

1. Check listing for the month of July is included in your packet

## **Comments/Questions:**

If you have any questions/comments, please don't hesitate to e-mail me at [kkurtz@cityofhubbard.org](mailto:kkurtz@cityofhubbard.org) or call me at 503-981-9633

# Payroll

## Accrual Register



City of  
Hubbard, OR  
3720 2nd Street  
P.O. Box 380  
Hubbard, OR 97032

User: kari kurtz

07/29/2015 - 6:58 AM

Date Range: 01/01/15 - 12/31/15

Accrual Type	Code	Beginning Balance	Accrued Hours	Additional Hours	Hours Taken	End Balance	Value	Notes
Employee: ANDERSONC Chris Anderson		Anniversary Date: 05/01/2007						
Department: PD								
Comp Time	COMP	81.02	0.00	100.88	115.00	66.90	\$1,667.82	
Holiday	HOLIDAY	30.00	0.00	55.00	55.00	30.00	\$747.90	
Sick	S01	682.00	56.00	0.00	0.00	738.00		
Vacation	VAFTER01	116.67	70.00	0.00	40.00	146.67	\$3,656.48	
Total for ANDERSONC		909.69	126.00	155.88	210.00	981.57		
Employee: ASTORGAL Lucy Astorga		Anniversary Date: 07/01/2007						
Department: Admin								
Comp Time	COMP	5.41	0.00	27.77	25.75	7.43	\$157.52	
Holiday	HOLIDAY	0.00	0.00	50.00	50.00	0.00	\$0.00	
Sick	S01	87.50	56.00	0.00	26.75	116.75		
Vacation	VAFTER01	35.31	70.00	0.00	82.00	23.31	\$494.17	
Total for ASTORGAL		128.22	126.00	77.77	184.50	147.49		
Employee: BENTLEYG Glen Bentley		Anniversary Date: 02/01/2006						
Department: PD								
Comp Time	COMP	4.75	0.00	117.25	115.00	7.00	\$174.51	
Holiday	HOLIDAY	0.00	0.00	55.00	55.00	0.00	\$0.00	
Sick	S01	804.50	56.00	0.00	0.00	860.50		
Vacation	VAFTER01	205.52	70.00	0.00	46.00	229.52	\$5,721.93	
Total for BENTLEYG		1,014.77	126.00	172.25	216.00	1,097.02		
Employee: DRYDEND David Dryden		Anniversary Date: 04/04/1980						
Department: PD								
Comp Time	COMP	20.50	0.00	17.25	20.00	17.75	\$624.09	
Holiday	HOLIDAY	0.00	0.00	40.00	40.00	0.00	\$0.00	
Sick	S01	467.00	56.00	0.00	7.00	516.00		
Vacation	VPRE2001	199.24	189.40	0.00	160.00	228.64	\$8,038.98	
Total for DRYDEND		686.74	245.40	57.25	227.00	762.39		
Employee: ESTRADAJ Jaime Estrada		Anniversary Date: 07/08/1977						
Department: PW								
Comp Time	COMP	67.79	0.00	21.00	57.50	31.29	\$1,069.18	

Notes: 1. Accrual has been capped. 2. Within two periods of reaching maximum allowed.  
3. Accrual has met or exceeded the hours allowed to roll-over after the date specified on the accrual master.

Accrual Type	Code	Beginning Balance	Accrued Hours	Additional Hours	Hours Taken	End Balance	Value	Notes
Holiday	HOLIDAY	0.00	0.00	32.00	32.00	0.00	\$0.00	
Sick	S01	2,280.90	56.00	0.00	40.00	2,296.90		
Vacation	VPRE2001	239.50	201.42	0.00	80.00	360.92	\$12,332.64	
Total for ESTRADAJ		2,588.19	257.42	53.00	209.50	2,689.11		
Employee: GILLW William Gill					Anniversary Date: 04/01/1996			
Department: PD								
Comp Time	COMP	24.37	0.00	6.75	6.00	25.12	\$706.63	
Holiday	HOLIDAY	15.75	0.00	55.00	60.75	10.00	\$281.30	
Sick	S01	871.50	56.00	0.00	265.50	662.00		
Vacation	VPRE2001	256.93	114.72	0.00	110.00	261.65	\$7,360.21	
Total for GILLW		1,168.55	170.72	61.75	442.25	958.77		
Employee: HERNANDEZ Juan Hernandez					Anniversary Date: 03/01/2010			
Department: PW								
Comp Time	COMP	12.40	0.00	32.25	19.00	25.65	\$474.27	
Holiday	HOLIDAY	12.00	0.00	42.50	47.00	7.50	\$138.68	
Sick	S01	177.50	56.00	0.00	8.00	225.50		
Vacation	VAFTER01	160.92	63.36	0.00	0.00	224.28	\$4,146.94	
Vacation PT	VACPT	0.00	0.00	0.00	0.00	0.00	\$0.00	
Total for HERNANDEZ		362.82	119.36	74.75	74.00	482.93		
Employee: HOSTETLER Jess Hostetler					Anniversary Date: 03/01/2010			
Department: PW								
Comp Time	COMP	4.27	0.00	24.00	27.00	1.27	\$24.04	
Holiday	HOLIDAY	0.00	0.00	35.00	35.00	0.00	\$0.00	
Sick	S01	24.00	56.00	0.00	21.50	58.50		
Vacation	VAFTER01	52.78	63.36	0.00	48.50	67.64	\$1,280.43	
Total for HOSTETLER		81.05	119.36	59.00	132.00	127.41		
Employee: HUSTONC Christie Huston					Anniversary Date: 04/03/2006			
Department: PD								
Comp Time	COMP	0.00	0.00	9.00	9.00	0.00	\$0.00	
Holiday	HOLIDAY	0.00	0.00	50.00	50.00	0.00	\$0.00	
Sick	S01	580.25	56.00	0.00	21.00	615.25		
Vacation	VAFTER01	49.19	70.00	0.00	72.50	46.69	\$970.69	
Total for HUSTONC		629.44	126.00	59.00	152.50	661.94		
Employee: KREBSM Michael Krebs					Anniversary Date: 09/01/1993			
Department: PW								
Comp Time	COMP	43.04	0.00	16.50	1.50	58.04	\$1,378.45	
Holiday	HOLIDAY	20.00	0.00	33.50	53.50	0.00	\$0.00	
Sick	S01	1,036.00	56.00	0.00	34.00	1,058.00		
Vacation	VPRE2001	239.25	126.00	0.00	40.00	325.25	\$7,724.69	

Notes: 1. Accrual has been capped. 2. Within two periods of reaching maximum allowed.  
3. Accrual has met or exceeded the hours allowed to roll-over after the date specified on the accrual master.

Accrual Type	Code	Beginning Balance	Accrued Hours	Additional Hours	Hours Taken	End Balance	Value	Notes	
Total for KREBSM		1,338.29	182.00	50.00	129.00	1,441.29			
Employee: KURTZK Kari Kurtz								Anniversary Date: 01/01/2015	
Department: Admin									
Comp Time	COMP	0.00	0.00	25.90	11.50	14.40	\$383.33		
Holiday	HOLIDAY	0.00	0.00	40.00	40.00	0.00	\$0.00		
Sick	S01	11.25	52.00	-7.25	25.50	30.50			
Vacation	VAFTER01	0.00	3.34	-3.34	0.00	0.00	\$0.00		
Total for KURTZK		11.25	55.34	55.31	77.00	44.90			
Employee: NELSON Grady Nelson								Anniversary Date: 11/01/2008	
Department: PD									
Comp Time	COMP	60.13	0.00	88.50	97.00	51.63	\$1,310.89		
Holiday	HOLIDAY	10.00	0.00	50.00	60.00	0.00	\$0.00		
Sick	S01	70.00	56.00	0.00	0.00	126.00			
Vacation	VAFTER01	85.80	70.00	0.00	40.00	115.80	\$2,940.16		
Total for NELSON		225.93	126.00	138.50	197.00	293.43			
Employee: NOGLEV Vickie Nogle								Anniversary Date: 09/08/1998	
Department: Admin									
Comp Time	COMP	7.70	0.00	35.28	32.75	10.23	\$338.82		
Holiday	HOLIDAY	0.00	0.00	50.00	50.00	0.00	\$0.00		
Sick	S01	407.00	56.00	0.00	23.00	440.00			
Vacation	VPRE2001	221.79	102.76	0.00	73.75	250.80	\$8,306.50		
Total for NOGLEV		636.49	158.76	85.28	179.50	701.03			
Employee: OLINGERM Melinda Olinger								Anniversary Date: 09/13/1999	
Department: PW									
Comp Time	COMP	54.75	0.00	0.00	0.00	54.75	\$1,183.70		
Holiday	HOLIDAY	0.00	0.00	50.00	50.00	0.00	\$0.00		
Sick	S01	614.50	56.00	0.00	2.50	668.00			
Vacation	VPRE2001	239.80	98.00	0.00	30.00	307.80	\$6,654.64		
Total for OLINGERM		909.05	154.00	50.00	82.50	1,030.55			
Employee: POMEROYD Darren Pomeroy								Anniversary Date: 09/01/2009	
Department: PD									
Comp Time	COMP	46.88	0.00	113.01	155.00	4.89	\$124.16		
Holiday	HOLIDAY	30.00	0.00	45.00	75.00	0.00	\$0.00		
Sick	S01	349.00	56.00	0.00	40.00	365.00			
Vacation	VAFTER01	235.80	70.00	0.00	37.00	268.80	\$6,824.83		
Total for POMEROYD		661.68	126.00	158.01	307.00	638.69			

Notes: 1. Accrual has been capped. 2. Within two periods of reaching maximum allowed.  
3. Accrual has met or exceeded the hours allowed to roll-over after the date specified on the accrual master.

Accrual Type Code	Beginning Balance	Accrued Hours	Additional Hours	Hours Taken	End Balance	Value	Notes
Report Totals:	11,352.16	2,218.36	1,307.75	2,819.75	12,058.52		

Notes: 1. Accrual has been capped. 2. Within two periods of reaching maximum allowed.  
3. Accrual has met or exceeded the hours allowed to roll-over after the date specified on the accrual master.

# General Ledger

## Revenue Analysis

User: kari kurtz  
 Printed: 07/29/2015 - 6:59 A  
 Period 1, 2016



City of  
 Hubbard, OR  
 3720 2nd Street  
 P.O. Box 380  
 Hubbard, OR 97032

Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Uncollected Balance	Percent Received
100	GENERAL FUND					
100-000-3111	Property Taxes	680,000.00	0.00	0.00	680,000.00	0.00
100-000-3180	FF-Pref L D	0.00	0.00	0.00	0.00	0.00
100-000-3181	FF-PGE	97,000.00	0.00	0.00	97,000.00	0.00
100-000-3182	FF-Qwest	4,600.00	0.00	0.00	4,600.00	0.00
100-000-3183	FF-NW Natural	20,000.00	0.00	0.00	20,000.00	0.00
100-000-3184	FF-Cable TV	13,000.00	0.00	0.00	13,000.00	0.00
100-000-3185	FF-Allied Waste	21,000.00	0.00	0.00	21,000.00	0.00
100-000-3186	FF-Gervais Telephone	700.00	0.00	0.00	700.00	0.00
100-000-3301	Revenue Sharing	15,000.00	0.00	0.00	15,000.00	0.00
100-000-3302	CIG Tax	3,744.00	0.00	0.00	3,744.00	0.00
100-000-3303	OLCC Tax	45,000.00	4,184.26	4,184.26	40,815.74	9.30
100-000-3304	911 Tax	0.00	0.00	0.00	0.00	0.00
100-000-3305	School Excise Revenue	544.00	576.00	576.00	(32.00)	105.88
100-000-3415	General Service Fee	130,000.00	20,642.92	20,642.92	109,357.08	15.88
100-000-3601	Miscellaneous Revenue	1,100.00	10.00	10.00	1,090.00	0.91
100-000-3611	Interest Income	5,400.00	0.00	0.00	5,400.00	0.00
100-001-3112	Delinq Prop Taxes	25,000.00	0.00	0.00	25,000.00	0.00
100-001-3211	Business Registrations	4,600.00	50.00	50.00	4,550.00	1.09
100-001-3401	Lien Search	3,000.00	150.00	150.00	2,850.00	5.00
100-001-3402	Business OLCC Fee	180.00	0.00	0.00	180.00	0.00
100-001-3601	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
100-002-3341	Three Flag Grant	5,000.00	0.00	0.00	5,000.00	0.00
100-002-3342	Osap Grant Duiti	5,000.00	0.00	0.00	5,000.00	0.00
100-002-3346	BVP Reimb Grant	2,000.00	0.00	0.00	2,000.00	0.00
100-002-3351	Ped. Enf. Grant	5,000.00	0.00	0.00	5,000.00	0.00
100-002-3352	Feasibility Study (City Hall)	0.00	0.00	0.00	0.00	0.00
100-002-3353	ODOT Speed Grant	5,000.00	0.00	0.00	5,000.00	0.00
100-002-3401	Fingerprints	1,300.00	90.00	90.00	1,210.00	6.92
100-002-3402	Vehicle Impound	17,000.00	1,200.00	1,200.00	15,800.00	7.06
100-002-3403	Police Reports	800.00	0.00	0.00	800.00	0.00
100-002-3404	Sale Of Surp Prop	1,200.00	0.00	0.00	1,200.00	0.00
100-002-3406	Training PD	0.00	0.00	0.00	0.00	0.00
100-002-3601	Miscellaneous Revenue	2,100.00	0.00	0.00	2,100.00	0.00

Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Uncollected Balance	Percent Received
100-002-3641	Reserve Police Officer Program	0.00	0.00	0.00	0.00	0.00
100-002-3642	Special Programs and Donations	0.00	0.00	0.00	0.00	0.00
100-002-3643	K9 Program Revenues	450.00	25.00	25.00	425.00	5.56
100-002-3644	PD Training Rev	2,700.00	175.00	175.00	2,525.00	6.48
100-003-3401	Municipal Court	70,000.00	6,246.73	6,246.73	63,753.27	8.92
100-003-3402	Marion County Court	23,000.00	551.00	551.00	22,449.00	2.40
100-003-3404	Collections	0.00	0.00	0.00	0.00	0.00
100-003-3405	Temp Offense Surcharge	450.00	45.00	45.00	405.00	10.00
100-003-3611	Collections Interest	2,100.00	387.17	387.17	1,712.83	18.44
100-005-3401	Land Use Fees	26,000.00	417.22	417.22	25,582.78	1.60
100-005-3402	Building Permits	26,000.00	(1.32)	(1.32)	26,001.32	-0.01
100-391-3910	Transfer In - Water Fees	19,890.00	0.00	0.00	19,890.00	0.00
100-391-3912	Transfer In - Sewer Fees	20,877.00	0.00	0.00	20,877.00	0.00
100-391-3914	Transfer In - SDC Admin	8,472.00	0.00	0.00	8,472.00	0.00
100-391-3920	Trans In - OP OH	69,852.00	0.00	0.00	69,852.00	0.00
100-399-9999	Beginning Fund Balance	71,310.00	0.00	0.00	71,310.00	0.00
	100 Totals:	1,455,369.00	34,748.98	34,748.98	1,420,620.02	2.39
121	STREET FUND					
121-000-3190	Gas Tax	148,532.00	0.00	0.00	148,532.00	0.00
121-000-3407	Transportation Utility	75,636.00	11,919.79	11,919.79	63,716.21	15.76
121-000-3408	Row Permits	450.00	0.00	0.00	450.00	0.00
121-000-3554	Assessment Principal	0.00	0.00	0.00	0.00	0.00
121-000-3601	Miscellaneous Revenue	200.00	0.00	0.00	200.00	0.00
121-000-3611	Interest Income	280.00	0.00	0.00	280.00	0.00
121-399-9999	Beginning Fund Balance	85,008.00	0.00	0.00	85,008.00	0.00
	121 Totals:	310,106.00	11,919.79	11,919.79	298,186.21	3.84
122	STREET CONSTRUCTION FUND					
122-000-3190	Gas Tax	37,133.00	0.00	0.00	37,133.00	0.00
122-000-3341	Special Allotment Grant	50,000.00	0.00	0.00	50,000.00	0.00
122-000-3342	Odor Grant	0.00	0.00	0.00	0.00	0.00
122-000-3343	TGM Grant	0.00	0.00	0.00	0.00	0.00
122-000-3404	Sale of Surplus	0.00	0.00	0.00	0.00	0.00
122-000-3550	SDC Administration	2,016.00	0.00	0.00	2,016.00	0.00
122-000-3551	SDC-Improvement	32,724.00	0.00	0.00	32,724.00	0.00
122-000-3554	Assessment Principal	7,044.00	330.19	330.19	6,713.81	4.69
122-000-3601	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
122-000-3611	Interest Income	500.00	79.29	79.29	420.71	15.86
122-399-9999	Beginning Fund Balance	86,941.00	0.00	0.00	86,941.00	0.00

Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Uncollected Balance	Percent Received
123	122 Totals:	216,358.00	409.48	409.48	215,948.52	0.19
123	RESERVE FUND					
123-000-3611	Interest	150.00	0.00	0.00	150.00	0.00
123-000-3642	Donations	0.00	0.00	0.00	0.00	0.00
123-391-0100	Trans From-General	9,907.00	0.00	0.00	9,907.00	0.00
123-391-0121	Trans From-Streets	7,820.00	0.00	0.00	7,820.00	0.00
123-391-0201	Trans From-Sewer	10,980.00	0.00	0.00	10,980.00	0.00
123-391-0205	Trans From-Water	10,980.00	0.00	0.00	10,980.00	0.00
123-399-9999	Beginning Fund Balance	130,286.00	0.00	0.00	130,286.00	0.00
123 Totals:		170,123.00	0.00	0.00	170,123.00	0.00
125	PARK IMPROVEMENT FUND					
125-000-3301	State Shared Revenue	15,000.00	0.00	0.00	15,000.00	0.00
125-000-3341	State Parks Dept. Grant	147,024.00	0.00	0.00	147,024.00	0.00
125-000-3551	SDC-Improvement	36,732.00	0.00	0.00	36,732.00	0.00
125-000-3552	SDC-Reimbursement	5,736.00	0.00	0.00	5,736.00	0.00
125-000-3554	SDC-Administration	1,776.00	0.00	0.00	1,776.00	0.00
125-000-3601	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
125-000-3611	Interest Income	400.00	0.00	0.00	400.00	0.00
125-000-3642	Donations	1,500.00	0.00	0.00	1,500.00	0.00
125-391-0100	Trans From-General	0.00	0.00	0.00	0.00	0.00
125-391-0123	Trans From-Reserve	0.00	0.00	0.00	0.00	0.00
125-399-9999	Beginning Fund Balance	181,914.00	0.00	0.00	181,914.00	0.00
125 Totals:		390,082.00	0.00	0.00	390,082.00	0.00
201	SEWER UTILITY FUND					
201-000-3403	Reconnect Fee	0.00	0.00	0.00	0.00	0.00
201-000-3441	Service Charges Sewer	417,535.00	61,930.45	61,930.45	355,604.55	14.83
201-000-3442	Connection Chgs Sewer	0.00	0.00	0.00	0.00	0.00
201-000-3601	Miscellaneous Revenue	100.00	0.00	0.00	100.00	0.00
201-000-3611	Interest Income	100.00	0.00	0.00	100.00	0.00
201-399-9999	Beginning Fund Balance	125,153.00	0.00	0.00	125,153.00	0.00
201 Totals:		542,888.00	61,930.45	61,930.45	480,957.55	11.41
202	SEWER CONSTRUCTION FUND					
202-000-3550	Wastewater Reuse Revenue	146,916.00	22,636.36	22,636.36	124,279.64	15.41

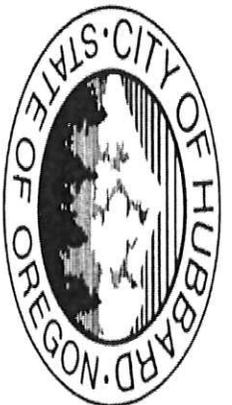
Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Uncollected Balance	Percent Received
202-000-3551	SDC-Improvement	12,720.00	0.00	0.00	12,720.00	0.00
202-000-3552	SDC-Reimbursement	35,676.00	0.00	0.00	35,676.00	0.00
202-000-3554	SDC-Administration	3,336.00	0.00	0.00	3,336.00	0.00
202-000-3601	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
202-000-3611	Interest Income	0.00	0.00	0.00	0.00	0.00
202-000-3615	Trans from-Sewer	0.00	0.00	0.00	0.00	0.00
202-399-9999	Beginning Fund balance	377,617.00	0.00	0.00	377,617.00	0.00
	202 Totals:	576,265.00	22,636.36	22,636.36	553,628.64	3.93
203	SEWER BOND FUND					
203-000-3601	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
203-000-3611	Interest Income	100.00	0.00	0.00	100.00	0.00
203-391-0201	Trans From-Sewer	29,148.00	0.00	0.00	29,148.00	0.00
203-391-0202	Trans From-Sewer Con	0.00	0.00	0.00	0.00	0.00
203-399-9999	Beginning fund Balance	64,161.00	0.00	0.00	64,161.00	0.00
	203 Totals:	93,409.00	0.00	0.00	93,409.00	0.00
205	WATER UTILITY FUND					
205-000-3401	Service Charges Water	388,692.00	58,911.81	58,911.81	329,780.19	15.16
205-000-3402	Connection Chgs Water	3,600.00	0.00	0.00	3,600.00	0.00
205-000-3403	Reconnection Fee	5,500.00	21.02	21.02	5,478.98	0.38
205-000-3404	Sale Of Surp Prop	0.00	0.00	0.00	0.00	0.00
205-000-3601	Miscellaneous Revenue	10,000.00	1,173.15	1,173.15	8,826.85	11.73
205-000-3611	Interest Income	100.00	0.00	0.00	100.00	0.00
205-000-3612	Refunds - UB	0.00	0.00	0.00	0.00	0.00
205-000-3620	Lease-Water Tower	7,200.00	598.95	598.95	6,601.05	8.32
205-000-3622	Verzion Lease	14,400.00	0.00	0.00	14,400.00	0.00
205-399-9999	Beginning Fund Balance	142,715.00	0.00	0.00	142,715.00	0.00
	205 Totals:	572,207.00	60,704.93	60,704.93	511,502.07	10.61
206	WATER CONSTRUCTION FUND					
206-000-3550	Water Static Revenue	107,052.00	7,820.42	7,820.42	99,231.58	7.31
206-000-3551	SDC-Improvement	4,152.00	0.00	0.00	4,152.00	0.00
206-000-3552	SDC-Reimbursement	26,592.00	0.00	0.00	26,592.00	0.00
206-000-3554	SDC-Administration	3,360.00	0.00	0.00	3,360.00	0.00
206-000-3611	Interest Income	400.00	0.00	0.00	400.00	0.00
206-391-0251	Trans From-Water	0.00	0.00	0.00	0.00	0.00
206-399-9999	Beginning fund Balance	300,205.00	0.00	0.00	300,205.00	0.00

Account Number	Description	Budgeted Revenue	Period Revenue	YTD Revenue	Uncollected Balance	Percent Received
207						
207-000-3500	WATER BOND FUND					
207-000-3601	Debt Service Revenue	0.00	0.00	0.00	0.00	0.00
207-000-3611	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
207-391-0251	Interest Income	0.00	0.00	0.00	0.00	0.00
207-399-9999	Trans From-Water	95,727.00	0.00	0.00	95,727.00	0.00
	Beginning Fund Balance	82,500.00	0.00	0.00	82,500.00	0.00
	207 Totals:	178,227.00	0.00	0.00	178,227.00	0.00
	Report Totals:	4,946,795.00	200,170.41	200,170.41	4,746,624.59	4.05

# General Ledger

## Expenses vs. Budget

User: kari kurtz  
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 Period 1, 2016



City of  
 Hubbard, OR  
 3720 2nd Street  
 P.O. Box 380  
 Hubbard, OR 97032

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var Encumbered Amt	Available % Available
100	GENERAL FUND					
100-410	ADMIN EXPENDITURES					
D01	Salaries and Wages					
100-410-1100	SALARIES AND WAGES	70,535.00	0.00	0.00	70,535.00	100.00
100-410-1101	City Recorder	0.00	3,444.60	3,444.60	(3,444.60)	0.00
100-410-1102	Finance Director	0.00	1,845.60	1,845.60	(1,845.60)	0.00
100-410-1105	Administrative Assistant	0.00	551.25	551.25	(551.25)	0.00
	Salaries and Wages	70,535.00	5,841.45	5,841.45	64,693.55	91.71
D02	Employee Benefits					
100-410-4100	EMPLOYEE BENEFITS	41,003.00	0.00	0.00	41,003.00	100.00
100-410-4110	EB-Medical & Dental	0.00	1,826.68	1,826.68	(1,826.68)	0.00
100-410-4120	EB-Insurance (life & disab)	0.00	22.92	22.92	(22.92)	0.00
100-410-4150	EB-Employer Taxes	0.00	466.17	466.17	(466.17)	0.00
100-410-4170	EB-PERS	0.00	1,381.58	1,381.58	(1,381.58)	0.00
100-410-4190	EB-Workers Comp	0.00	66.52	66.52	(66.52)	0.00
	Employee Benefits	41,003.00	3,763.87	3,763.87	37,239.13	90.82
E02	Materials & Services					
100-410-5100	PROFESSIONAL SERVICES	41,019.00	3,318.32	3,318.32	37,700.68	91.91
100-410-5200	CONTRACTED SUPPORT	200.00	0.00	0.00	200.00	100.00
100-410-5300	OPERATIONAL SUPPLIES	375.00	0.00	0.00	375.00	100.00
100-410-5500	PROGRAM & GRANT EXPEN	0.00	0.00	0.00	0.00	0.00
100-410-6100	BUILDING MAINT & SUPPLE	3,100.00	126.38	126.38	2,973.62	95.92
100-410-6200	RENTALS AND LEASES	2,562.00	107.73	107.73	2,454.27	95.79
100-410-6300	INSURANCE	2,605.00	2,471.85	2,471.85	133.15	5.11
100-410-6400	ADVERTISING & RECRUITM	2,000.00	0.00	0.00	2,000.00	100.00
100-410-6500	TRAINING & MEMBERSHIPS	11,765.00	3,068.26	3,068.26	8,696.74	73.92
100-410-6600	OFFICE SUPPLIES & MISC EX	7,650.00	91.70	91.70	7,558.30	98.80
100-410-6700	EQUIP MAINT & SUPPLIES	2,600.00	0.00	0.00	2,600.00	100.00
100-410-6800	UNIFORMS	200.00	0.00	0.00	200.00	100.00
100-410-6900	UTILITIES	5,650.00	447.51	447.51	5,202.49	92.07

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var Encumbered Amt	Available % Available		
	Materials & Services	79,726.00	9,631.75	9,631.75	70,094.25	0.00	70,094.25	87.91
	100-410 Totals:	191,264.00	19,237.07	19,237.07	172,026.93	0.00	172,026.93	89.94
100-412	COURT EXPENDITURES							
D01	Salaries and Wages							
100-412-1100	SALARIES AND WAGES	24,707.00	0.00	0.00	24,707.00	0.00	24,707.00	100.00
100-412-1101	City Recorder	0.00	344.46	344.46	(344.46)	0.00	(344.46)	0.00
100-412-1102	Finance Director	0.00	276.85	276.85	(276.85)	0.00	(276.85)	0.00
100-412-1105	Administrative Assistant	0.00	1,286.28	1,286.28	(1,286.28)	0.00	(1,286.28)	0.00
100-412-1111	Interpreter	0.00	51.26	51.26	(51.26)	0.00	(51.26)	0.00
100-412-1112	Bailiff	0.00	60.00	60.00	(60.00)	0.00	(60.00)	0.00
	Salaries and Wages	24,707.00	2,018.85	2,018.85	22,688.15	0.00	22,688.15	91.82
D02	Employee Benefits							
100-412-4100	EMPLOYEE BENEFITS	16,322.00	0.00	0.00	16,322.00	0.00	16,322.00	100.00
100-412-4110	EB-Medical & Dental	0.00	885.80	885.80	(885.80)	0.00	(885.80)	0.00
100-412-4120	EB-Insurance (life & disab)	0.00	7.34	7.34	(7.34)	0.00	(7.34)	0.00
100-412-4150	EB-Employer Taxes	0.00	159.96	159.96	(159.96)	0.00	(159.96)	0.00
100-412-4170	EB-PERS	0.00	400.07	400.07	(400.07)	0.00	(400.07)	0.00
100-412-4190	EB-Workers Comp	0.00	17.07	17.07	(17.07)	0.00	(17.07)	0.00
	Employee Benefits	16,322.00	1,470.24	1,470.24	14,851.76	0.00	14,851.76	90.99
E02	Materials & Services							
100-412-5100	PROFESSIONAL SERVICES	10,008.00	601.59	601.59	9,406.41	0.00	9,406.41	93.98
100-412-5300	OPERATIONAL SUPPLIES	50.00	0.00	0.00	50.00	0.00	50.00	100.00
100-412-6100	BUILDING MAINT & SUPPLIE	500.00	14.04	14.04	485.96	0.00	485.96	97.19
100-412-6200	RENTALS AND LEASES	520.00	24.28	24.28	495.72	0.00	495.72	95.33
100-412-6300	INSURANCE	754.00	785.57	785.57	(31.57)	0.00	(31.57)	0.00
100-412-6400	ADVERTISING & RECRUITM	100.00	0.00	0.00	100.00	0.00	100.00	100.00
100-412-6500	TRAINING & MEMBERSHIPS	1,100.00	0.00	0.00	1,100.00	0.00	1,100.00	100.00
100-412-6600	OFFICE SUPPLIES & MISC EX	1,050.00	17.04	17.04	1,032.96	0.00	1,032.96	98.37
100-412-6700	EQUIP MAINT & SUPPLIES	200.00	0.00	0.00	200.00	0.00	200.00	100.00
100-412-6900	UTILITIES	1,900.00	128.34	128.34	1,771.66	0.00	1,771.66	93.24
	Materials & Services	16,182.00	1,570.86	1,570.86	14,611.14	0.00	14,611.14	90.29

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var Encumbered Amt	Available % Available
100-413	100-412 Totals:	57,211.00	5,059.95	5,059.95	52,151.05	91.15
E02	COUNCIL EXPENDITURES					
100-413-5100	Materials & Services	3,000.00	0.00	0.00	3,000.00	100.00
100-413-5300	PROFESSIONAL SERVICES	3,000.00	0.00	0.00	3,000.00	100.00
100-413-6500	OPERATIONAL SUPPLIES	1,000.00	0.00	0.00	1,000.00	100.00
	TRAINING & MEMBERSHIPS					
	Materials & Services	7,000.00	0.00	0.00	7,000.00	100.00
	100-413 Totals:	7,000.00	0.00	0.00	7,000.00	100.00
100-419	COM DEV EXPENDITURES					
D01	Salaries and Wages	13,156.00	0.00	0.00	13,156.00	100.00
100-419-1100	SALARIES AND WAGES	0.00	861.15	861.15	(861.15)	0.00
100-419-1101	City Recorder	0.00	230.70	230.70	(230.70)	0.00
100-419-1102	Finance Director	0.00	0.00	0.00	0.00	0.00
100-419-1105	Administrative Assistant	0.00	0.00	0.00	0.00	0.00
	Salaries and Wages	13,156.00	1,091.85	1,091.85	12,064.15	91.70
D02	Employee Benefits	7,907.00	0.00	0.00	7,907.00	100.00
100-419-4100	EMPLOYEE BENEFITS	0.00	344.00	344.00	(344.00)	0.00
100-419-4110	EB-Medical & Dental	0.00	4.24	4.24	(4.24)	0.00
100-419-4120	EB-Insurance (life & disab)	0.00	89.03	89.03	(89.03)	0.00
100-419-4150	EB-Employer Taxes	0.00	276.32	276.32	(276.32)	0.00
100-419-4170	EB-PERS	0.00	0.00	0.00	0.00	0.00
100-419-4190	EB-Workers Comp	0.00	0.00	0.00	0.00	0.00
	Employee Benefits	7,907.00	713.59	713.59	7,193.41	90.97
E02	Materials & Services	18,000.00	1,741.25	1,741.25	16,258.75	90.32
100-419-5100	PROFESSIONAL SERVICES	30,400.00	4,621.88	4,621.88	25,778.12	84.79
100-419-5400	INTERGOVERNMENTAL SERVI	2,049.00	0.00	0.00	2,049.00	100.00
100-419-6500	TRAINING & MEMBERSHIPS	0.00	0.00	0.00	0.00	0.00
	UTILITIES					
	Materials & Services	50,449.00	6,363.13	6,363.13	44,085.87	87.38

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var Encumbered Amt	Available % Available		
100-421-1100	100-419 Totals:	71,512.00	8,168.57	8,168.57	63,343.43	0.00	63,343.43	88.57
D01	POLICE EXPENDITURES							
100-421-1100	Salaries and Wages	404,132.00	0.00	0.00	404,132.00	0.00	404,132.00	100.00
100-421-1101	SALARIES AND WAGES	0.00	114.82	114.82	(114.82)	0.00	(114.82)	0.00
100-421-1102	City Recorder	0.00	92.26	92.26	(92.26)	0.00	(92.26)	0.00
100-421-1103	Finance Director	0.00	6,622.50	6,622.50	(6,622.50)	0.00	(6,622.50)	0.00
100-421-1105	Chief Of Police	0.00	3,603.00	3,603.00	(3,603.00)	0.00	(3,603.00)	0.00
100-421-1106	Administrative Assistant	0.00	22,928.72	22,928.72	(22,928.72)	0.00	(22,928.72)	0.00
100-421-1110	Police Officers	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-421-1200	Community Resource Officer	0.00	1,440.00	1,440.00	(1,440.00)	0.00	(1,440.00)	0.00
100-421-1210	Reserve Officers	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-421-1211	Overtime Holiday	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-421-1212	Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-421-1300	Overtime	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-421-1301	PD Holiday	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Salaries and Wages	404,132.00	34,801.30	34,801.30	369,330.70	0.00	369,330.70	91.38
D02	Employee Benefits							
100-421-4100	EMPLOYEE BENEFITS	264,294.00	0.00	0.00	264,294.00	0.00	264,294.00	100.00
100-421-4110	EB-Medical & Dental	0.00	12,569.69	12,569.69	(12,569.69)	0.00	(12,569.69)	0.00
100-421-4120	EB-Insurance (life & disab)	0.00	132.78	132.78	(132.78)	0.00	(132.78)	0.00
100-421-4150	EB-Employer Taxes	0.00	2,800.19	2,800.19	(2,800.19)	0.00	(2,800.19)	0.00
100-421-4170	EB-PERS	0.00	6,539.81	6,539.81	(6,539.81)	0.00	(6,539.81)	0.00
100-421-4190	EB-Workers Comp	0.00	3,401.01	3,401.01	(3,401.01)	0.00	(3,401.01)	0.00
	Employee Benefits	264,294.00	25,443.48	25,443.48	238,850.52	0.00	238,850.52	90.37
E02	Materials & Services							
100-421-5100	PROFESSIONAL SERVICES	13,450.00	2,857.36	2,857.36	10,592.64	0.00	10,592.64	78.75
100-421-5200	CONTRACTED SUPPORT	5,670.00	110.00	110.00	5,560.00	0.00	5,560.00	98.06
100-421-5300	OPERATIONAL SUPPLIES	6,750.00	154.48	154.48	6,595.52	0.00	6,595.52	97.71
100-421-5400	INTERGOVERNMENTAL SER	86,050.00	18,225.00	18,225.00	67,825.00	0.00	67,825.00	78.82
100-421-5500	PROGRAM & GRANT EXPEN	15,000.00	0.00	0.00	15,000.00	0.00	15,000.00	100.00
100-421-5560	911 Tax - Program Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
100-421-6100	BUILDING MAINT & SUPPLIE	2,190.00	140.43	140.43	2,049.57	0.00	2,049.57	93.58
100-421-6200	RENTALS AND LEASES	2,640.00	39.13	39.13	2,600.87	0.00	2,600.87	98.51
100-421-6300	INSURANCE	16,000.00	17,065.93	17,065.93	(1,065.93)	0.00	(1,065.93)	0.00
100-421-6400	ADVERTISING & RECRUITM	1,000.00	0.00	0.00	1,000.00	0.00	1,000.00	100.00
100-421-6500	TRAINING & MEMBERSHIPS	13,600.00	95.81	95.81	13,504.19	0.00	13,504.19	99.29
100-421-6600	OFFICE SUPPLIES & MISC EX	7,250.00	214.28	214.28	7,035.72	0.00	7,035.72	97.04
100-421-6700	EQUIP MAINT & SUPPLIES	46,200.00	2,577.13	2,577.13	43,622.87	0.00	43,622.87	94.42
100-421-6800	UNIFORMS	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	100.00
100-421-6900	UTILITIES	11,300.00	764.87	764.87	10,535.13	0.00	10,535.13	93.23

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var Encumbered Amt	Available % Available
E03	Materials & Services	232,100.00	42,244.42	42,244.42	189,855.58	81.79
100-421-7000	Capital Outlay CAPITAL OUTLAY	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
100-421 Totals:		900,526.00	102,489.20	102,489.20	798,036.80	88.61
D01	PARK EXPENDITURES					
100-452-1100	Salaries and Wages	63,324.00	0.00	0.00	63,324.00	100.00
100-452-1101	SALARIES AND WAGES	0.00	114.82	114.82	(114.82)	0.00
100-452-1102	City Recorder	0.00	92.29	92.29	(92.29)	0.00
100-452-1104	Finance Director	0.00	1,066.24	1,066.24	(1,066.24)	0.00
100-452-1105	Public Works Super	0.00	936.78	936.78	(936.78)	0.00
100-452-1107	Administrative Assistant	0.00	1,678.33	1,678.33	(1,678.33)	0.00
100-452-1108	Utility Worker 1	0.00	0.00	0.00	0.00	0.00
100-452-1109	PW Admin Assistant	0.00	1,225.27	1,225.27	(1,225.27)	0.00
100-452-1112	PW Maintenance PT	0.00	0.00	0.00	0.00	0.00
100-452-1113	Utility Worker 2	0.00	0.00	0.00	0.00	0.00
100-452-1302	PT Seasonal	0.00	0.00	0.00	0.00	0.00
100-452-1303	Pager Pay	0.00	0.00	0.00	0.00	0.00
	Comp Time	0.00	0.00	0.00	0.00	0.00
	Salaries and Wages	63,324.00	5,113.73	5,113.73	58,210.27	91.92
D02	Employee Benefits					
100-452-4100	EMPLOYEE BENEFITS	51,749.00	0.00	0.00	51,749.00	100.00
100-452-4110	EB-Medical & Dental	0.00	2,564.16	2,564.16	(2,564.16)	0.00
100-452-4120	EB-Insurance (life & disab)	0.00	21.31	21.31	(21.31)	0.00
100-452-4150	EB-Employer Taxes	0.00	404.98	404.98	(404.98)	0.00
100-452-4170	EB-PERS	0.00	1,185.00	1,185.00	(1,185.00)	0.00
100-452-4190	EB-Workers Comp	0.00	447.85	447.85	(447.85)	0.00
	Employee Benefits	51,749.00	4,623.30	4,623.30	47,125.70	91.06
E02	Materials & Services					
100-452-5100	PROFESSIONAL SERVICES	2,600.00	348.14	348.14	2,251.86	86.61
100-452-5200	CONTRACTED SUPPORT	100.00	0.00	0.00	100.00	100.00
100-452-5300	OPERATIONAL SUPPLIES	7,000.00	276.76	276.76	6,723.24	96.04
100-452-6100	BUILDING MAINT & SUPPLIE	3,400.00	72.35	72.35	3,327.65	97.87
100-452-6200	RENTALS AND LEASES	700.00	17.71	17.71	682.29	97.47

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var Encumbered Amt	Available % Available
100-452-6300	INSURANCE	3,426.00	3,388.75	3,388.75	37.25	1.08
100-452-6400	ADVERTISING & RECRUITM	100.00	0.00	0.00	100.00	100.00
100-452-6500	TRAINING & MEMBERSHIPS	1,200.00	0.00	0.00	1,200.00	100.00
100-452-6600	OFFICE SUPPLIES & MISC EX	800.00	14.13	14.13	785.87	98.23
100-452-6700	EQUIP MAINT & SUPPLIES	6,300.00	902.20	902.20	5,397.80	85.67
100-452-6800	UNIFORMS	100.00	0.00	0.00	100.00	100.00
100-452-6900	UTILITIES	4,400.00	546.92	546.92	3,853.08	87.57
	Materials & Services	30,126.00	5,566.96	5,566.96	24,559.04	81.52
100-452 Totals:		145,199.00	15,303.99	15,303.99	129,895.01	89.46
100-491						
E06	Transfers Out					
100-491-8000	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
100-491-8001	Trans To Street Fund	0.00	0.00	0.00	0.00	0.00
100-491-8002	Trans To Street Const	0.00	0.00	0.00	0.00	0.00
100-491-8003	Trans To Reserve	9,907.00	0.00	0.00	9,907.00	100.00
100-491-8004	Trans To Sewer Fund	0.00	0.00	0.00	0.00	0.00
100-491-8005	Trans To Sewer Const	0.00	0.00	0.00	0.00	0.00
100-491-8006	Trans To Sewer Bond	0.00	0.00	0.00	0.00	0.00
100-491-8007	Trans To Water Fund	0.00	0.00	0.00	0.00	0.00
100-491-8008	Trans To Water Const	0.00	0.00	0.00	0.00	0.00
100-491-8009	Trans To Water Bond	0.00	0.00	0.00	0.00	0.00
100-491-8125	Trans To Park Improve	0.00	0.00	0.00	0.00	0.00
	Transfers Out	9,907.00	0.00	0.00	9,907.00	100.00
100-491 Totals:		9,907.00	0.00	0.00	9,907.00	100.00
100-900						
E07	Contingency					
100-900-9900	CONTINGENCY	72,750.00	0.00	0.00	72,750.00	100.00
100-900-9990	Unappropriated EFB	0.00	0.00	0.00	0.00	0.00
	Contingency	72,750.00	0.00	0.00	72,750.00	100.00
100-900 Totals:		72,750.00	0.00	0.00	72,750.00	100.00

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amt	Available %	Available
121	100 Totals:	1,455,369.00	150,258.78	150,258.78	1,305,110.22	0.00	1,305,110.22	89.67
D01	STREET FUND							
121-431-1100	Salaries and Wages	70,392.00	0.00	0.00	70,392.00	0.00	70,392.00	100.00
121-431-1101	SALARIES AND WAGES	0.00	287.05	287.05	(287.05)	0.00	(287.05)	0.00
121-431-1102	City Recorder	0.00	692.10	692.10	(692.10)	0.00	(692.10)	0.00
121-431-1104	Finance Director	0.00	1,066.21	1,066.21	(1,066.21)	0.00	(1,066.21)	0.00
121-431-1105	Public Works Super	0.00	1,304.28	1,304.28	(1,304.28)	0.00	(1,304.28)	0.00
121-431-1107	Administrative Assistant	0.00	1,592.21	1,592.21	(1,592.21)	0.00	(1,592.21)	0.00
121-431-1108	Utility Worker 1	0.00	0.00	0.00	0.00	0.00	0.00	0.00
121-431-1109	PW Admin Assistant	0.00	1,400.35	1,400.35	(1,400.35)	0.00	(1,400.35)	0.00
121-431-1112	Utility Worker 2	0.00	0.00	0.00	0.00	0.00	0.00	0.00
121-431-1113	PT Seasonal	0.00	0.00	0.00	0.00	0.00	0.00	0.00
121-431-1302	Pager Pay	0.00	0.00	0.00	0.00	0.00	0.00	0.00
121-431-1303	Comp Time	0.00	0.00	0.00	0.00	0.00	0.00	0.00
D02	Salaries and Wages	70,392.00	6,342.20	6,342.20	64,049.80	0.00	64,049.80	90.99
121-431-4100	Employee Benefits	53,766.00	0.00	0.00	53,766.00	0.00	53,766.00	100.00
121-431-4110	EMPLOYEE BENEFITS	0.00	2,985.59	2,985.59	(2,985.59)	0.00	(2,985.59)	0.00
121-431-4120	EB-Medical & Dental	0.00	26.27	26.27	(26.27)	0.00	(26.27)	0.00
121-431-4150	EB-Insurance (life & disab)	0.00	509.98	509.98	(509.98)	0.00	(509.98)	0.00
121-431-4170	EB-PERS	0.00	1,422.33	1,422.33	(1,422.33)	0.00	(1,422.33)	0.00
121-431-4190	EB-Workers Comp	0.00	799.87	799.87	(799.87)	0.00	(799.87)	0.00
E02	Employee Benefits	53,766.00	5,744.04	5,744.04	48,021.96	0.00	48,021.96	89.31
121-431-5100	Materials & Services	10,600.00	671.11	671.11	9,928.89	0.00	9,928.89	93.66
121-431-5200	PROFESSIONAL SERVICES	13,200.00	862.47	862.47	12,337.53	0.00	12,337.53	93.46
121-431-5300	CONTRACTED SUPPORT	100.00	20.71	20.71	79.29	0.00	79.29	79.29
121-431-5500	OPERATIONAL SUPPLIES	15,000.00	550.00	550.00	14,450.00	0.00	14,450.00	96.33
121-431-6100	PROGRAM & GRANT EXPEN	1,100.00	0.00	0.00	1,100.00	0.00	1,100.00	100.00
121-431-6200	BUILDING MAINT & SUPPLIE	800.00	15.51	15.51	784.49	0.00	784.49	98.06
121-431-6300	RENTALS AND LEASES	2,723.00	2,595.48	2,595.48	127.52	0.00	127.52	4.68
121-431-6400	INSURANCE	100.00	0.00	0.00	100.00	0.00	100.00	100.00
121-431-6500	ADVERTISING & RECRUITM	1,300.00	0.00	0.00	1,300.00	0.00	1,300.00	100.00
121-431-6600	TRAINING & MEMBERSHIPS	2,200.00	23.92	23.92	2,176.08	0.00	2,176.08	98.91
121-431-6700	OFFICE SUPPLIES & MISC EX	6,700.00	279.44	279.44	6,420.56	0.00	6,420.56	95.82
121-431-6800	EQUIP MAINT & SUPPLIES	300.00	0.00	0.00	300.00	0.00	300.00	100.00
121-431-6900	UNIFORMS	37,100.00	2,739.89	2,739.89	34,360.11	0.00	34,360.11	92.61
	UTILITIES							

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var Encumbered Amt	Available % Available		
	Materials & Services	91,223.00	7,758.53	7,758.53	83,464.47	0.00	83,464.47	91.49
	121-431 Totals:	215,381.00	19,844.77	19,844.77	195,536.23	0.00	195,536.23	90.78
121-491	(No Description)							
E06	Transfers Out							
121-491-8001	Trans To Street Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
121-491-8002	Trans To Street Const	0.00	0.00	0.00	0.00	0.00	0.00	0.00
121-491-8003	Trans To Reserve Fund	7,820.00	0.00	0.00	7,820.00	0.00	7,820.00	100.00
121-491-8004	Trans To Sewer Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
121-491-8005	Trans To Sewer Const	0.00	0.00	0.00	0.00	0.00	0.00	0.00
121-491-8006	Trans To Sewer Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
121-491-8007	Trans To Water Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
121-491-8008	Trans To Water Const	0.00	0.00	0.00	0.00	0.00	0.00	0.00
121-491-8009	Trans To Water Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
121-491-8701	Operational Overhead	19,026.00	0.00	0.00	19,026.00	0.00	19,026.00	100.00
	Transfers Out	26,846.00	0.00	0.00	26,846.00	0.00	26,846.00	100.00
	121-491 Totals:	26,846.00	0.00	0.00	26,846.00	0.00	26,846.00	100.00
121-900	(No Description)							
E07	Contingency							
121-900-9900	CONTINGENCY	67,879.00	0.00	0.00	67,879.00	0.00	67,879.00	100.00
121-900-9990	Unappropriated EFB	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Contingency	67,879.00	0.00	0.00	67,879.00	0.00	67,879.00	100.00
	121-900 Totals:	67,879.00	0.00	0.00	67,879.00	0.00	67,879.00	100.00
	121 Totals:	310,106.00	19,844.77	19,844.77	290,261.23	0.00	290,261.23	93.60
122	STREET CONSTRUCTION FU							
122-431	Materials & Services							
E02	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
122-431-5100	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var Encumbered Amt	Available % Available
122-431-5500	PROGRAM & GRANT EXPEN	3,900.00	0.00	0.00	3,900.00	100.00
122-431-6400	ADVERTISING & RECRUITM	0.00	0.00	0.00	0.00	0.00
	Materials & Services	3,900.00	0.00	0.00	3,900.00	100.00
E03	Capital Outlay					
122-431-7000	CAPITAL OUTLAY	200,000.00	0.00	0.00	200,000.00	100.00
	Capital Outlay	200,000.00	0.00	0.00	200,000.00	100.00
122-431 Totals:		203,900.00	0.00	0.00	203,900.00	100.00
122-491	(No Description)					
E06	Transfers Out					
122-491-8701	Transfer Out- Oper OH	0.00	0.00	0.00	0.00	0.00
122-491-8801	SCD Administration	2,016.00	0.00	0.00	2,016.00	100.00
	Transfers Out	2,016.00	0.00	0.00	2,016.00	100.00
122-491 Totals:		2,016.00	0.00	0.00	2,016.00	100.00
122-900	(No Description)					
E07	Contingency					
122-900-9900	CONTINGENCY	10,442.00	0.00	0.00	10,442.00	100.00
122-900-9990	Unappropriated EFB	0.00	0.00	0.00	0.00	0.00
	Contingency	10,442.00	0.00	0.00	10,442.00	100.00
122-900 Totals:		10,442.00	0.00	0.00	10,442.00	100.00
122 Totals:		216,358.00	0.00	0.00	216,358.00	100.00
123	RESERVE FUND					
123-419	COM DEV EXPENDITURES					
E03	Capital Outlay					
123-419-7000	CAPITAL OUTLAY	799.00	0.00	0.00	799.00	100.00

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var Encumbered Amt	Available % Available
123-419-7504	Dump Truck	24,900.00	0.00	0.00	24,900.00	100.00
123-419-7505	Backhoe	35,180.00	0.00	0.00	35,180.00	100.00
123-419-7506	Pub Wks Tractor/Mower	10,450.00	0.00	0.00	10,450.00	100.00
123-419-7515	Plotter	6,800.00	0.00	0.00	6,800.00	100.00
123-419-7710	Pub Wks Pick Up	44,644.00	0.00	0.00	44,644.00	100.00
123-419-7712	Springbrook	21,000.00	0.00	0.00	21,000.00	100.00
123-419-7725	Server	10,387.00	0.00	0.00	10,387.00	100.00
123-419-7726	City Hall Stiding	11,460.00	0.00	0.00	11,460.00	100.00
123-419-7727	City Hall Carpet	1,235.00	0.00	0.00	1,235.00	100.00
123-419-7740	Police Vehicle	3,268.00	0.00	0.00	3,268.00	100.00
	Capital Outlay	170,123.00	0.00	0.00	170,123.00	100.00
	123-419 Totals:	170,123.00	0.00	0.00	170,123.00	100.00
123-900	(No Description)					
E07	Contingency	0.00	0.00	0.00	0.00	0.00
123-900-9900	CONTINGENCY	0.00	0.00	0.00	0.00	0.00
123-900-9990	Unappropriated EFB	0.00	0.00	0.00	0.00	0.00
	Contingency	0.00	0.00	0.00	0.00	0.00
	123-900 Totals:	0.00	0.00	0.00	0.00	0.00
	123 Totals:	170,123.00	0.00	0.00	170,123.00	100.00
125	PARK IMPROVEMENT FUND					
125-452	PARK EXPENDITURES					
E02	Materials & Services	0.00	0.00	0.00	0.00	0.00
125-452-5100	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
	Materials & Services	0.00	0.00	0.00	0.00	0.00
E03	Capital Outlay	350,000.00	0.00	0.00	350,000.00	100.00
125-452-7000	CAPITAL OUTLAY	350,000.00	0.00	0.00	350,000.00	100.00
	Capital Outlay	350,000.00	0.00	0.00	350,000.00	100.00

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var Encumbered Amt	Available % Available
125-491	125-452 Totals:	350,000.00	0.00	0.00	350,000.00	100.00
E06	(No Description) Transfers Out					
125-491-8000	TRANSFERS OUT	1,776.00	0.00	0.00	1,776.00	100.00
	Transfers Out	1,776.00	0.00	0.00	1,776.00	100.00
	125-491 Totals:	1,776.00	0.00	0.00	1,776.00	100.00
125-900	(No Description) Contingency					
E07	CONTINGENCY	38,306.00	0.00	0.00	38,306.00	100.00
125-900-9900	Unappropriated EFB	0.00	0.00	0.00	0.00	0.00
	Contingency	38,306.00	0.00	0.00	38,306.00	100.00
	125-900 Totals:	38,306.00	0.00	0.00	38,306.00	100.00
	125 Totals:	390,082.00	0.00	0.00	390,082.00	100.00
201	SEWER UTILITY FUND					
201-432	Salaries and Wages					
D01	SALARIES AND WAGES	98,936.00	0.00	0.00	98,936.00	100.00
201-432-1100	City Recorder	0.00	287.05	287.05	(287.05)	0.00
201-432-1101	Finance Director	0.00	692.10	692.10	(692.10)	0.00
201-432-1102	Public Works Super	0.00	2,013.97	2,013.97	(2,013.97)	0.00
201-432-1104	Administrative Assistant	0.00	1,488.04	1,488.04	(1,488.04)	0.00
201-432-1105	Utility Worker 1	0.00	3,207.61	3,207.61	(3,207.61)	0.00
201-432-1107	PW Admin Assistant	0.00	0.00	0.00	0.00	0.00
201-432-1108	PW Maintenance PT	0.00	525.14	525.14	(525.14)	0.00
201-432-1109	Utility Worker 2	0.00	0.00	0.00	0.00	0.00
201-432-1112	PT Seasonal	0.00	0.00	0.00	0.00	0.00
201-432-1113	Pager Pay	0.00	0.00	0.00	0.00	0.00
201-432-1302	Comp Time	0.00	0.00	0.00	0.00	0.00
201-432-1303		0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var Encumbered Amt	Available % Available		
D02	Salaries and Wages	98,936.00	8,213.91	8,213.91	90,722.09	0.00	90,722.09	91.69
	Employee Benefits							
201-432-4100	EMPLOYEE BENEFITS	73,157.00	0.00	0.00	73,157.00	0.00	73,157.00	100.00
201-432-4110	EB-Medical & Dental	0.00	3,623.12	3,623.12	(3,623.12)	0.00	(3,623.12)	0.00
201-432-4120	EB-Insurance (life & disab)	0.00	33.78	33.78	(33.78)	0.00	(33.78)	0.00
201-432-4150	EB-Employer Taxes	0.00	672.50	672.50	(672.50)	0.00	(672.50)	0.00
201-432-4170	EB-PERS	0.00	2,031.42	2,031.42	(2,031.42)	0.00	(2,031.42)	0.00
201-432-4190	EB-Workers Comp	0.00	560.90	560.90	(560.90)	0.00	(560.90)	0.00
	Employee Benefits	73,157.00	6,921.72	6,921.72	66,235.28	0.00	66,235.28	90.53
E02	Materials & Services							
201-432-5100	PROFESSIONAL SERVICES	16,500.00	1,059.48	1,059.48	15,440.52	0.00	15,440.52	93.57
201-432-5200	CONTRACTED SUPPORT	24,300.00	185.15	185.15	24,114.85	0.00	24,114.85	99.23
201-432-5300	OPERATIONAL SUPPLIES	5,000.00	384.96	384.96	4,615.04	0.00	4,615.04	92.30
201-432-6100	BUILDING MAINT & SUPPLIE	2,500.00	16.24	16.24	2,483.76	0.00	2,483.76	99.35
201-432-6200	RENTALS AND LEASES	1,800.00	74.86	74.86	1,725.14	0.00	1,725.14	95.84
201-432-6300	INSURANCE	6,856.00	6,992.44	6,992.44	(136.44)	0.00	(136.44)	0.00
201-432-6400	ADVERTISING & RECRUITM	100.00	0.00	0.00	100.00	0.00	100.00	100.00
201-432-6500	TRAINING & MEMBERSHIPS	6,100.00	0.00	0.00	6,100.00	0.00	6,100.00	100.00
201-432-6600	OFFICE SUPPLIES & MISC EX	7,100.00	68.99	68.99	7,031.01	0.00	7,031.01	99.02
201-432-6700	EQUIP MAINT & SUPPLIES	20,000.00	394.81	394.81	19,605.19	0.00	19,605.19	98.02
201-432-6800	UNIFORMS	600.00	0.00	0.00	600.00	0.00	600.00	100.00
201-432-6900	UTILITIES	41,100.00	3,310.95	3,310.95	37,789.05	0.00	37,789.05	91.94
	Materials & Services	131,956.00	12,487.88	12,487.88	119,468.12	0.00	119,468.12	90.53
201-491	201-432 Totals:	304,049.00	27,623.51	27,623.51	276,425.49	0.00	276,425.49	90.91
E02	Materials & Services							
201-491-8601	Franchise Fee	20,877.00	0.00	0.00	20,877.00	0.00	20,877.00	100.00
	Materials & Services	20,877.00	0.00	0.00	20,877.00	0.00	20,877.00	100.00
E06	Transfers Out							
201-491-8001	Trans To Street Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201-491-8002	Trans To Street Const	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201-491-8003	Trans To Reserve Fund	10,980.00	0.00	0.00	10,980.00	0.00	10,980.00	100.00
201-491-8004	Trans To Sewer Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
201-491-8005	Trans To Sewer Const	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var Encumbered Amt	Available % Available
201-491-8006	Trans To Sewer Bond	29,148.00	0.00	0.00	29,148.00	100.00
201-491-8007	Trans To Water Fund	0.00	0.00	0.00	0.00	0.00
201-491-8008	Trans To Water Const	0.00	0.00	0.00	0.00	0.00
201-491-8009	Trans To Water Bond	0.00	0.00	0.00	0.00	0.00
201-491-8203	Trans To Sewer Bond Fund	0.00	0.00	0.00	0.00	0.00
201-491-8701	Operational Overhead	26,965.00	0.00	0.00	26,965.00	100.00
	Transfers Out	67,093.00	0.00	0.00	67,093.00	100.00
	201-491 Totals:	87,970.00	0.00	0.00	87,970.00	100.00
201-900	(No Description)					
E07	Contingency	150,869.00	0.00	0.00	150,869.00	100.00
201-900-9900	CONTINGENCY	0.00	0.00	0.00	0.00	0.00
201-900-9990	Unappropriated EFB	150,869.00	0.00	0.00	150,869.00	100.00
	Contingency	150,869.00	0.00	0.00	150,869.00	100.00
	201-900 Totals:	150,869.00	0.00	0.00	150,869.00	100.00
	201 Totals:	542,888.00	27,623.51	27,623.51	515,264.49	94.91
202	SEWER CONSTRUCTION FU					
202-432	Materials & Services	0.00	0.00	0.00	0.00	0.00
E02	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
202-432-5100	Materials & Services	0.00	0.00	0.00	0.00	0.00
E03	Capital Outlay	130,000.00	0.00	0.00	130,000.00	100.00
202-432-7000	CAPITAL OUTLAY	130,000.00	0.00	0.00	130,000.00	100.00
	Capital Outlay	130,000.00	0.00	0.00	130,000.00	100.00
	202-432 Totals:	130,000.00	0.00	0.00	130,000.00	100.00

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var Encumbered Amt	Available % Available
202-491	Transfers Out					
E06	TRANSFERS OUT	3,336.00	0.00	0.00	3,336.00	0.00
202-491-8000						100.00
	Transfers Out	3,336.00	0.00	0.00	3,336.00	0.00
						100.00
202-491 Totals:		3,336.00	0.00	0.00	3,336.00	100.00
202-900	(No Description)					
E07	Contingency					
202-900-9900	CONTINGENCY	442,929.00	0.00	0.00	442,929.00	0.00
202-900-9990	Unappropriated EFB	0.00	0.00	0.00	0.00	0.00
	Contingency	442,929.00	0.00	0.00	442,929.00	0.00
						100.00
202-900 Totals:		442,929.00	0.00	0.00	442,929.00	100.00
202 Totals:		576,265.00	0.00	0.00	576,265.00	100.00
203	SEWER BOND FUND					
203-432	Materials & Services					
E02	OFFICE SUPPLIES & MISC EX	0.00	0.00	0.00	0.00	0.00
203-432-6600						
	Materials & Services	0.00	0.00	0.00	0.00	0.00
E05	Debt Service					
203-432-9000	DEBT SERVICE	0.00	0.00	0.00	0.00	0.00
203-432-9001	Loan Interest	14,337.00	0.00	0.00	14,337.00	0.00
203-432-9002	Loan Principal	40,997.00	0.00	0.00	40,997.00	0.00
	Debt Service	55,334.00	0.00	0.00	55,334.00	0.00
203-432 Totals:		55,334.00	0.00	0.00	55,334.00	100.00

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var Encumbered Amt	Available % Available
203-900	(No Description)					
E07	Contingency	0.00	0.00	0.00	0.00	0.00
203-900-9900	CONTINGENCY					
203-900-9990	Unappropriated EFB	38,075.00	0.00	0.00	38,075.00	100.00
	Contingency	38,075.00	0.00	0.00	38,075.00	100.00
	203-900 Totals:	38,075.00	0.00	0.00	38,075.00	100.00
203 Totals:		93,409.00	0.00	0.00	93,409.00	100.00
205	WATER UTILITY FUND					
205-461	Salaries and Wages					
D01	SALARIES AND WAGES	80,122.00	0.00	0.00	80,122.00	100.00
205-461-1100	City Recorder	0.00	287.05	287.05	(287.05)	0.00
205-461-1101	Finance Director	0.00	692.10	692.10	(692.10)	0.00
205-461-1102	Public Works Super	0.00	1,777.04	1,777.04	(1,777.04)	0.00
205-461-1104	Administrative Assistant	0.00	1,855.55	1,855.55	(1,855.55)	0.00
205-461-1105	Utility Worker 1	0.00	1,412.97	1,412.97	(1,412.97)	0.00
205-461-1107	PW Admin Assistant	0.00	0.00	0.00	0.00	0.00
205-461-1108	PW Maintenance PT	0.00	350.08	350.08	(350.08)	0.00
205-461-1109	Utility Worker 2	0.00	0.00	0.00	0.00	0.00
205-461-1112	PT Seasonal	0.00	0.00	0.00	0.00	0.00
205-461-1113	Pager Pay	0.00	0.00	0.00	0.00	0.00
205-461-1302	Comp Time	0.00	0.00	0.00	0.00	0.00
205-461-1303						
	Salaries and Wages	80,122.00	6,374.79	6,374.79	73,747.21	92.04
D02	Employee Benefits	59,567.00	0.00	0.00	59,567.00	100.00
205-461-4100	EMPLOYEE BENEFITS					
205-461-4110	EB-Medical & Dental	0.00	2,821.06	2,821.06	(2,821.06)	0.00
205-461-4120	EB-Insurance (life & disab)	0.00	25.89	25.89	(25.89)	0.00
205-461-4150	EB-Employer Taxes	0.00	512.57	512.57	(512.57)	0.00
205-461-4170	EB-PERS	0.00	1,487.63	1,487.63	(1,487.63)	0.00
205-461-4190	EB-Workers Comp	0.00	446.05	446.05	(446.05)	0.00
	Employee Benefits	59,567.00	5,293.20	5,293.20	54,273.80	91.11
E02	Materials & Services	18,100.00	1,032.31	1,032.31	17,067.69	94.29
205-461-5100	PROFESSIONAL SERVICES					
205-461-5200	CONTRACTED SUPPORT	12,000.00	107.67	107.67	11,892.33	99.10

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var Encumbered Amt	Available % Available		
205-461-5300	OPERATIONAL SUPPLIES	16,000.00	5,826.13	5,826.13	10,173.87	0.00	10,173.87	63.58
205-461-6100	BUILDING MAINT & SUPPLIE	2,000.00	0.00	0.00	2,000.00	0.00	2,000.00	100.00
205-461-6200	RENTALS AND LEASES	2,300.00	74.86	74.86	2,225.14	0.00	2,225.14	96.74
205-461-6300	INSURANCE	9,793.00	9,736.12	9,736.12	56.88	0.00	56.88	0.58
205-461-6400	ADVERTISING & RECRUITM	100.00	0.00	0.00	100.00	0.00	100.00	100.00
205-461-6500	TRAINING & MEMBERSHIPS	5,500.00	0.00	0.00	5,500.00	0.00	5,500.00	100.00
205-461-6600	OFFICE SUPPLIES & MISC EX	8,500.00	68.99	68.99	8,431.01	0.00	8,431.01	99.18
205-461-6700	EQUIP MAINT & SUPPLIES	16,300.00	303.62	303.62	15,996.38	0.00	15,996.38	98.13
205-461-6800	UNIFORMS	600.00	0.00	0.00	600.00	0.00	600.00	100.00
205-461-6900	UTILITIES	38,300.00	3,471.61	3,471.61	34,828.39	0.00	34,828.39	90.93
	Materials & Services	129,493.00	20,621.31	20,621.31	108,871.69	0.00	108,871.69	84.07
205-461 Totals:		269,182.00	32,289.30	32,289.30	236,892.70	0.00	236,892.70	88.00
205-491	Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00	0.00
E06	Trans To Street Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205-491-8001	Trans To Street Const	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205-491-8002	Trans To Reserve Fund	10,980.00	0.00	0.00	10,980.00	0.00	10,980.00	100.00
205-491-8003	Trans To Sewer Fund	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205-491-8004	Trans To Sewer Const	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205-491-8005	Trans To Sewer Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205-491-8006	Trans To Sewer Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205-491-8007	Trans To Sewer Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205-491-8008	Trans To Water Const	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205-491-8009	Trans To Water Bond	95,727.00	0.00	0.00	95,727.00	0.00	95,727.00	100.00
205-491-8206	Trans To Water Const	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205-491-8207	Trans To Water Bond	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205-491-8601	Trans Out - Franchise Fees	19,890.00	0.00	0.00	19,890.00	0.00	19,890.00	100.00
205-491-8701	Trans Out OP OH	23,861.00	0.00	0.00	23,861.00	0.00	23,861.00	100.00
	Transfers Out	150,458.00	0.00	0.00	150,458.00	0.00	150,458.00	100.00
205-491 Totals:		150,458.00	0.00	0.00	150,458.00	0.00	150,458.00	100.00
205-900	(No Description)							
E07	Contingency	152,567.00	0.00	0.00	152,567.00	0.00	152,567.00	100.00
205-900-9900	CONTINGENCY	0.00	0.00	0.00	0.00	0.00	0.00	0.00
205-900-9990	Unappropriated EFBF							
	Contingency	152,567.00	0.00	0.00	152,567.00	0.00	152,567.00	100.00

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var Encumbered Amt	Available % Available
	205-900 Totals:	152,567.00	0.00	0.00	152,567.00	100.00
	205 Totals:	572,207.00	32,289.30	32,289.30	539,917.70	94.35
206	WATER CONSTRUCTION FU					
206-461	Materials & Services	0.00	0.00	0.00	0.00	0.00
E02	PROFESSIONAL SERVICES	0.00	0.00	0.00	0.00	0.00
206-461-5100	Materials & Services	0.00	0.00	0.00	0.00	0.00
E03	Capital Outlay					
206-461-7000	CAPITAL OUTLAY	34,000.00	0.00	0.00	34,000.00	100.00
	Capital Outlay	34,000.00	0.00	0.00	34,000.00	100.00
	206-461 Totals:	34,000.00	0.00	0.00	34,000.00	100.00
206-491	(No Description)					
E06	Transfers Out					
206-491-8000	TRANSFERS OUT	3,360.00	0.00	0.00	3,360.00	100.00
	Transfers Out	3,360.00	0.00	0.00	3,360.00	100.00
	206-491 Totals:	3,360.00	0.00	0.00	3,360.00	100.00
206-900	(No Description)					
E07	Contingency					
206-900-9900	CONTINGENCY	404,401.00	0.00	0.00	404,401.00	100.00
206-900-9990	Unappropriated EFB	0.00	0.00	0.00	0.00	0.00
	Contingency	404,401.00	0.00	0.00	404,401.00	100.00

Account Number	Description	Budgeted Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amt	Available %	Available
206-900 Totals:		404,401.00	0.00	0.00	404,401.00	0.00	404,401.00	100.00
206 Totals:		441,761.00	0.00	0.00	441,761.00	0.00	441,761.00	100.00
207	WATER BOND FUND							
207-461	Debt Service							
E05	BOND INTEREST	19,260.00	0.00	0.00	19,260.00	0.00	19,260.00	100.00
207-461-9001	BOND PRINCIPAL	76,467.00	0.00	0.00	76,467.00	0.00	76,467.00	100.00
207-461-9002	DEBT SERVICE FEE PMTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207-461-9003								
	Debt Service	95,727.00	0.00	0.00	95,727.00	0.00	95,727.00	100.00
207-461 Totals:		95,727.00	0.00	0.00	95,727.00	0.00	95,727.00	100.00
207-900	(No Description)							
E07	Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00
207-900-9900	CONTINGENCY	82,500.00	0.00	0.00	82,500.00	0.00	82,500.00	100.00
207-900-9990	Unappropriated EFB							
	Contingency	82,500.00	0.00	0.00	82,500.00	0.00	82,500.00	100.00
207-900 Totals:		82,500.00	0.00	0.00	82,500.00	0.00	82,500.00	100.00
207 Totals:		178,227.00	0.00	0.00	178,227.00	0.00	178,227.00	100.00
Report Totals:		4,946,795.00	230,016.36	230,016.36	4,716,778.64	0.00	4,716,778.64	95.35

# Chief's Report

**To:** Mayor and City Council Members

**From:** Chief David M. Dryden

**Date:** July 29, 2015

**Re:** Monthly Police Department

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- 1. Hop Festival:** Hop Festival 2015 went very well this year. The police department did not have any major incidents related to the festival. Crowd numbers appeared to be down this year over previous years. This in part may have been due to the heat that day.
- 2. Medical Leave:** Sgt. Gill was released to return to work on August 5<sup>th</sup>. We are glad to have him back on the street.
- 3. Vacation:** I was able to get away from the city for a week August 4<sup>th</sup> through the 8<sup>th</sup>. I took the family to Reno Nevada for Hot August Nights to see the auto show.

# **Monthly Statistical Report**

**To:** Mayor and City Council Members

**From:** Chief David M. Dryden

**Date:** August 3, 2015

**Re:** July 2015 Stats

**Citations: 58**

**Written Warnings: 7**

**Towed Vehicles: 16**

**Custody Arrests: 12**

**CITY OF HUBBARD  
CITY COUNCIL MEETING MINUTES  
JULY 14, 2015**

**CALL TO ORDER:** The Hubbard City Council meeting was called to order by Mayor Jim Yonally at 7:00 p.m. at the Hubbard City Hall, 3720 2<sup>nd</sup> St., Hubbard.

**FLAG SALUTE:** Mayor Jim Yonally led the group in reciting the Pledge of Allegiance.

**City Council Present:** Shannon Schmidt, Jim Yonally, Barbara Ruiz.

**Excused Absence:** Angie Wheatcroft, Matt Kennedy.

**Staff Present:** Director of Administration/City Recorder Vickie Nogle, MMC; Police Chief Dave Dryden; Public Works Superintendent Jaime Estrada; Senior Accounting Specialist Kari Kurtz; City Planner Joseph Shearer; Administrative Assistant Lucy Astorga.

**UPDATE REGARDING COMPREHENSIVE PLAN.** City Planner Joseph Shearer reported there is a conflict between zoning and the comprehensive plan. He said the comprehensive plan was amended in the late 1990's, changing the designation of the "commercial center" between "A" and "G" streets and Highway 99E and 3rd Street from Residential to Commercial, but the zoning was never updated to reflect that change. Consequently, much of the commercial center still has residential zoning, and the full range of commercial uses is not permitted. If the City leaves it as-is, it would require property owners to go through the re-zoning process for each individual property. J. Shearer said there are three options the City can take: First, leave current zone of Residential Commercial as-is, and if a property owner wants to rezone to Commercial zone, they go through the rezoning process; Second, the City initiates a rezone from Residential Commercial to Commercial. The existing dwellings become legal, non-conforming buildings, but can be replaced with limitations. The process for the second option would cost approximately \$2,000-3,000, with a timeline of 2-4 months. Marion County may have some grant money available to help with the cost; The Third option would entail a full update to the comprehensive plan. The Department of Land Conservation and Development (DLCD) may have some technical assistant grant funds available, though it is fairly competitive. This option would cost approximately \$15,000-30,000, with a timeline of 9-12 months.

Mayor Jim Yonally asked what would happen if a property with a dwelling on it is rezoned to Commercial, then a fire destroys the house. Would they be able to rebuild the house?

J. Shearer replied that they can rebuild the house, and it doesn't have to be the same footprint, but they cannot increase the non-conformity of the property.

J. Yonally asked if the zone changed to Commercial, would it change the buildable lands inventory.

J. Shearer responded according to the last buildable lands inventory, done in 2007/2008, the Residential Commercial zone on Third Street was treated as Residential. He said at some point the buildable lands inventory will need to be updated, but not necessarily right now.

J. Yonally asked what the difference is between businesses allowed in Residential Commercial and Commercial zones.

J. Shearer said Residential Commercial allows offices, small retail, restaurants, etc. He added that cities similar to Hubbard are trending towards small wineries/breweries, and small-scale, “craft” manufacturing or processing businesses that also want retail store frontage. He said those currently aren’t allowed in Hubbard’s Residential Commercial zone. J. Shearer said if the City chooses to change the zoning, potential grant funding applications are due by the end of August.

J. Yonally said he is leaning towards option two, the legislative rezoning, but if the money is available for option three’s comprehensive plan update, that would be preferred.

City Recorder Vickie Nogle asked if any City-matching funds would be required for the grant funds.

J. Shearer responded he didn’t know, but typically, a request is looked upon more favorably if applicant matches funds. He added there would probably be enough time to apply for grants if a decision is made at the August Council meeting.

**ORDINANCE NO. 344-2015. AN ORDINANCE AMENDING THE HUBBARD MUNICIPAL CODE SECTIONS 13.14.010, QUALIFIED PERSONS, AND 13.14.060, UTILITY RATE REDUCTION.** MSA/City Councilor Barbara Ruiz/City Councilor Shannon Schmidt made a motion to read Ordinance No. 344-2015 by title only for the first reading. City Councilor Barbara Ruiz, City Councilor Shannon Schmidt, and Mayor Yonally were all in favor. City Councilor Matt Kennedy, and City Council Angie Wheatcroft were not present. Motion carried unanimously.

Mayor Yonally read Ordinance No. 344-2015 by title only for the first reading.

MSA/City Councilor Barbara Ruiz/City Councilor Shannon Schmidt made a motion to read Ordinance No. 344-2015 by title only for the second reading. City Councilor Barbara Ruiz, City Councilor Shannon Schmidt, and Mayor Yonally were all in favor. City Councilor Matt Kennedy, and City Council Angie Wheatcroft were not present. Motion carried unanimously.

Mayor Yonally read Ordinance No. 344-2015 by title only for the second reading.

MSA/City Councilor Barbara Ruiz/City Councilor Shannon Schmidt made a motion to adopt Ordinance No. 344-2015. City Councilor Barbara Ruiz, City Councilor Shannon Schmidt, and Mayor Yonally were all in favor. City Councilor Matt Kennedy, and City Council Angie Wheatcroft were not present. Motion carried unanimously.

**COMMUNITY REPORTS.** There were none.

**APPEARANCE OF INTERESTED CITIZENS.** There were none.

**MAYOR’S PRESENTATIONS, AND/OR COUNCIL’S PRESENTATIONS.** Mayor Jim Yonally read a thank you note for the Police Department. He then passed out a couple notes from citizens regarding utility bills. He suggested the Council look into reducing or removing the general service fee from the utility bill, now that tax revenues are back up.

**STAFF REPORTS.**

**ADMINISTRATIVE DEPARTMENT – Director of Administration/City Recorder V. Nogle, MMC.** Director of Administration/City Recorder Vickie Nogle and Senior Accounting specialist Kari Kurtz said they had nothing to add to their reports.

**POLICE DEPARTMENT – Police Chief Dave Dryden.** Police Chief Dave Dryden reported a modified statistics sheet was handed out at the beginning of the meeting, and is different than the one received in the council packets. The Citation numbers were transposed with the Written Warnings figures

Mayor Jim Yonally asked if any outside agencies would be helping with the Hop Festival this year.

D. Dryden responded that he believes the current officers will be able to handle the day’s events.

**PUBLIC WORKS DEPARTMENT – Public Works Superintendent Jaime Estrada.** Public Works Superintendent Jaime Estrada corrected the date of the Hop Festival on his report, and informed the Council the City’s grant application for Rivenes Park restrooms was denied. J. Estrada said he received a letter from City Councilor Matt Kennedy requesting an agreement to mow his property on Third Street, between the street and the railroad tracks. J. Estrada said he sent the request to the City Attorney, and they suggested checking with the Ethics Commission. He added the same issue had come up a year ago and the City Council said an agreement could be drafted for review, but they didn’t stipulate who would cover the legal costs for the agreement.

City Councilor Barbara Ruiz said her concern is that others will want a mowing agreement.

Mayor Jim Yonally wondered if the property owner should cover the City’s legal costs, since they’re requesting the agreement.

The Consensus of the Council was to have J. Estrada contact City Councilor Matt Kennedy and continue discussion on the topic later.

**CONSENT AGENDA.**

- A. **APPROVAL OF JUNE 9, 2015, CITY COUNCIL MEETING MINUTES.**
- B. **RESOLUTION NO. 597-2015. A RESOLUTION FOR THE 2015 SPECIAL CITY ALLOTMENT FOR IMPROVEMENTS ON “G” STREET BETWEEN PACIFIC HIGHWAY 99E AND 2<sup>ND</sup> STREET.** *(Refer to Public Works report)*

C. **ACCEPT THE ENGAGEMENT LETTER FROM GROVE, MUELLER & SWANK, P.C. FOR AUDIT SERVICES YEAR ENDING JUNE 30, 2015.**

MSA/City Councilor Barbara Ruiz/City Councilor Shannon Schmidt moved to approve the Consent Agenda as presented. City Councilor Shannon Schmidt, City Councilor Barbara Ruiz, and Mayor Jim Yonally were in favor. Motion passed.

**APPROVAL OF THE JUNE 2015 BANK RECONCILIATION REPORTS.** Approval of the report was tabled until the next meeting due to lack of a quorum.

**OTHER CITY BUSINESS.** There was none.

**ADJOURNMENT - (NEXT REGULAR CITY COUNCIL MEETING IS TUESDAY, AUGUST 11, 2015, AT 7:00 P.M.)** MSA/City Councilor Barbara Ruiz/City Councilor Shannon Schmidt moved to adjourn the meeting. City Councilor Shannon Schmidt, City Councilor Barbara Ruiz, and Mayor Jim Yonally were in favor. City Councilor Matt Kennedy, and City Council Angie Wheatcroft were not present. Motion passed. Meeting adjourned at 7:33 p.m.

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Mayor Jim Yonally

**ATTEST:**

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

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Lucy T. Astorga, Administrative Assistant  
Recording & Transcribing

## Vickie Nogle

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**From:** Melinda Olinger  
**Sent:** Tuesday, July 28, 2015 12:12 PM  
**To:** Vickie Nogle  
**Subject:** ORCPP Info

Hi Vickie!

Here's the info from the State - thank you! ☺

Good Day ORCPP Member:

Attention: Melinda Olinger

The Oregon Cooperative Procurement Program is a fee based program that allows many entities such as Cities, Counties, Special Districts, Schools, Tribes, Non-Profits, and others to purchase from more than 340 State of Oregon Price Agreements through ORPIN, which is our centralized procurement information network. This e-mail is not addressing payment, but rather the intergovernmental agreement that was signed when your organization entered into the program. The agreement was set to expire five years after the original signature and execution date.

You are receiving this e-mail because our agreement with your organization has expired and we need to execute the attached amendment as soon as possible to ensure that your organization is in compliance with the ORCPP program and has the authority to purchase from the State of Oregon Price Agreements. However your access to ORPIN and all of our price agreements has not been interrupted.

Please route the attached amendment to the appropriate party in your organization for approval and signature. Once the amendment is signed, please scan it and send it to [info.orcpp@oregon.gov](mailto:info.orcpp@oregon.gov) within 2 weeks' time. If you do not have scanning capabilities you can either fax it to 503-373-1626 or mail it to the below mailing address:

Oregon Department of Administrative Service  
EGS - Procurement Services  
Attn: ORCPP Outreach Program  
1225 Ferry St SE  
Salem, OR 97301

Upon receipt, DAS Procurement Services will counter sign and execute the amendment. A scanned copy of the signed document will be e-mailed to your attention. Execution of the amendment will reinstate your organization as an active member of the ORCPP program.

If you have any questions concerning the program or this process, please feel free to reply to this e-mail and make sure your contact information is included and either Adam Helvey or Kelly Stevens-Malnar (ORCPP Program Managers) will contact you as soon as possible.

We truly appreciate your continued partnership and participation in the program.

Have a great day.

Nancy



**Nancy A Doll**

Administrative Specialist I

(P)503-378-5384 (F) 503-373-1626

<http://procurement.oregon.gov>

Data Classification Level 2 - Limited

**OREGON COOPERATIVE PROCUREMENT PROGRAM (ORCPP)  
COOPERATIVE PROCUREMENT PARTICIPATION AGREEMENT  
REINSTATEMENT AND AMENDMENT**

This is Amendment No. 01 ("Amendment") to ORCPP Cooperative Procurement Participation Agreement No. IGA-KH0022, dated 01/31/2006, as amended from time to time ("Agreement") between the State of Oregon acting by and through the Department of Administrative Services, Enterprise Good and Services Division, Procurement Services (DAS PS) and City of Hubbard (ORCPP Member or Authorized Purchaser).

**I. Purpose.** The purpose of this Amendment is to:

- A. Reflect the name change of the Department of Administrative Services, State Procurement Office to the Department of Administrative Services, Enterprise Goods and Services, Procurement Services; and
- B. Reinstate the Agreement, effective retroactively, to include the ORCPP Member program activities and purchases made by Authorized Purchaser from 01/30/2011 (date of expiration) through the extension term in section 5.

**II. Name Change.** All references in the Agreement to "Department of Administrative Services, State Procurement Office" and "DAS SPO" are deleted in their entirety and replaced with "Department of Administrative Services, EGS-Procurement Services" and "DAS PS," respectively.

**III.** Section 5, Agreement Term, is deleted in its entirety and replaced with the following:

"5. The Agreement is effective as of the date signed by DAS PS and shall remain effective for two (2) years following the effective date of Amendment 01."

**IV. Retroactive Effective Date.** DAS PS and Authorized Purchaser agree that this Amendment is effective retroactively as of 01/30/2011 [*prior expiration date*].

**V.** Except as expressly amended above, all other terms and conditions of the Agreement are still in full force and effect. ORCPP Member's authorized representative certifies that the representations, warranties and certifications contained in the Agreement are true and correct as of the effective date of this Amendment, with the same effect as though made at the time of execution of the Agreement.

**VI. Signatures:** Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Amendment, understands it, and agrees to be bound by its terms and conditions. Each person signing this Amendment represents and warrants that he/she has the authority to execute this Amendment.

**ORCPP MEMBER:** City of Hubbard

Approval Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title (type or print): \_\_\_\_\_

**OREGON DEPARTMENT OF ADMINISTRATIVE SERVICES, EGS-PROCUREMENT SERVICES**

Approval Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title (type or print) \_\_\_\_\_

**CITY OF HULBARD  
#KH0022**

**STATE OF OREGON**



**DEPARTMENT OF ADMINISTRATIVE SERVICES  
OREGON COOPERATIVE PROCUREMENT PROGRAM  
(ORCPP)**

**Cooperative Procurement Participation Agreement**

**Oregon Department of Administrative Services  
State Procurement Office  
1225 Ferry Street SE U140  
Salem OR 97301-4285  
(503) 378-4642 FAX: (503) 373-1626  
<http://procurement.oregon.gov>**

## OREGON COOPERATIVE PURCHASING PROGRAM (ORCPP)

### 1.0 DEFINITIONS:

- 1.1 **Agreement:** Oregon Cooperative Purchasing Program Participation agreement entered into in accordance with and pursuant to ORS 190.
- 1.2 **Authorized Purchaser:** "Authorized Purchaser" means a member of ORCPP as defined in Section 1.12 below that has executed a standard ORCPP Agreement for Services. Members are Entities that have met at least one of the minimum ORCPP qualifications as established herein and maintain an active ORCPP Membership with DAS. Authorized Purchasers can be verified at the following web address: <http://procurement.oregon.gov/DAS/PFSS/SPO/coop-menu.shtml>
- 1.3 **Bid:** A competitive offer, binding on the Bidder and submitted in response to an ITB.
- 1.4 **Bidder:** An Entity that submits a Bid in response to an ITB.
- 1.5 **Contractor:** The Entity awarded a Price Agreement or contract in response to a Solicitation Document.
- 1.6 **DAS:** The State acting by and through the Oregon Department of Administrative Services.
- 1.7 **DAS State Procurement Office:** The purchasing section of the State Services Division of DAS. (DAS SPO)
- 1.8 **Entity:** A natural person capable of being legally bound, sole proprietorship, limited liability company, corporation, partnership, limited liability partnership, limited partnership, profit and nonprofit unincorporated association, business trust, two or more persons having a joint common economic interest, or any other person with legal capacity to contract, or a government or governmental subdivision.
- 1.9 **Interagency Agreement:** Means any agreement solely between State Agencies or between a State Agency and the Legislative Assembly or the courts, or their officers and committees.
- 1.10 **Intergovernmental Agreement:** Means any agreement between a State Agency and unit of local government of this state, the United States, a United States governmental agency, an American Indian tribe or an agency of an American Indian tribe and includes Interstate Agreements and International Agreements.
- 1.11 **Invitation to Bid (ITB):** Means all documents, whether attached or incorporated by reference, used for soliciting bids. See ORS 279B.005(1)(c).
- 1.12 **Oregon Cooperative Purchasing Program (ORCPP):** The State of Oregon Cooperative Purchasing Program that allows its members to utilize certain Oregon State Price Agreements for goods and services. ORCPP eligible entities include cities, counties, school districts, special districts, Oregon University Systems and its individual institutions, Qualified Rehabilitation Facilities, residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, American Indian tribes and agencies of American Indian tribes, and certain qualified public benefit corporations. Also included under this membership program are state agencies not subject to ORS 279A.140 and DAS-implemented Administrative Rules, such as Oregon Lottery, Treasury, Secretary of State, etc. Note: See Section 2, "Program Qualifications".
- 1.13 **Oregon Procurement Information Network (ORPIN):** State of Oregon's electronic procurement information program used to access and publicize government bidding opportunities, State contract information, vendor detail and directories for Oregon, Minority, Women and Emerging Small Business and participating ORCPP members.
- 1.14 **Price Agreement:** Means a public contract for the procurement of goods and services at a set price with (1) no guarantee of a minimum or maximum purchase; or (2) an initial order or minimum purchase combined with a continuing contractor obligation to provide goods or services in which the contracting agency does not guarantee a minimum or maximum additional purchase. See ORS 279B.140

- 1.15 **Proposal:** A competitive offer, binding on the Proposer and submitted in response to a Request for Proposal.
- 1.16 **Proposer:** An Entity that submits a Proposal in response to a Request for Proposal.
- 1.17 **Public Benefit Corporation:** A domestic corporation, as defined in ORS 65.001(37) that provides public services either under contract with a state agency, as defined in ORS 171.133, or under contract with a unit of local government, as defined in ORS 190.003, that funds the contract, in whole or in part with state funds. See ORS 279.835 to ORS 279.855.
- 1.18 **Purchase Order:** Authorized Purchaser's purchase document used to place an order for goods or services under a Price Agreement, including the specifications and requirements for the particular product or service, and which contains the signature of an authorized representative from the requesting Authorized Purchaser.
- 1.19 **Qualified Nonprofit Agency for Disabled Individuals:** A nonprofit activity center or rehabilitation facility: (1) organized under the laws of the United States or of this state and operated in the interest of disabled individuals, and the net income of which does not inure in whole or in part to the benefit of any shareholder or individual; (2) which complies with any applicable occupational health and safety standard required by laws of the United States or this state; and (3) which in the manufacture of products and in the provision of services, whether or not the products or services are procured under ORS 279A.055 and 279.835 to 279.855, during the fiscal year employs disabled individuals for not less than 75 percent of the man-hours of direct labor required for the manufacture or provision of the products or services.
- 1.20 **Quote:** The formal or informal soliciting of offers from Bidders or Proposers.
- 1.21 **Request for Information (RFI):** Solicitation document used to solicit information on industry standards, practices, and delivery methods. The document is not intended to result in the award of a contract and does not request pricing and makes it clear that the RFI is only seeking comments and information. (As defined by the National Institute of Governmental Purchasing (NIGP) "Public Purchasing and Material Management" manual.)
- 1.22 **Request for Proposal (RFP):** Means all documents, whether attached or incorporated by reference, used for soliciting proposals.
- 1.23 **Solicitation Document:** An ITB, RFP, RFO, or other Quote document, including all documents attached or incorporated by reference, that are utilized for soliciting Bids, Proposals or offers.
- 1.24 **Solicitation Services:** The services set out in Section 4.1, including development and administration of the procurement process on behalf of Authorized Purchasers.
- 1.25 **State:** means the State of Oregon.
- 1.26 **State Agency:** "State agency" includes every state officer, board, commission, department, institution, branch or agency of the state government, whose costs are paid wholly or in part from funds held in the State Treasury, except the Legislative Assembly, the courts and their officers and committees. ORS 291.045(2)
- 1.27 **Training:** Means any training provided by the DAS SPO Training and Outreach Unit, including procurement certification classes, ORPIN training, and/or other public procurement-related educational offerings.
- 1.28 **Unit of Local Government:** A county, city, district or other public corporation, commission, authority or entity organized and existing under statute or city or county charter. ORS 190.003

**OREGON COOPERATIVE PURCHASING PROGRAM**

**2. PROGRAM QUALIFICATIONS**

Thank you for expressing an interest in participating in the Oregon Cooperative Purchasing Program (ORCPP).

Your organization must meet one of the following qualifications. Mark the qualification that best describes your organization.

Submit, with a signed ORCPP Agreement, any requested documentation supporting your organization qualification.

My organization City of Hubbard is a:  
 (Please check the appropriate category. Organizations must meet the qualifications in their respective membership category and supply any requested supporting documentation required.)

2.1 Interagency State Agencies Not Subject to ORS Chapter 279A.050 and DAS Implementing Administrative Rules	2.2 Intergovernmental Units of Local Government, Federal Agencies, Indian Tribes or Agencies	2.3 Other Qualified Non Profit Organization (QRF, Residential Programs and Public Benefit Corporations)
	✓	

**2.1 INTERAGENCY**

- Oregon University System
- State Agencies (e.g., Lottery, Secretary of State, Treasury, etc.)
- Legislative Assembly and Committees
- Judicial Department

**2.2 INTERGOVERNMENTAL**

Division or Unit of Local Government having separate autonomy such as Oregon counties, cities, municipalities or other public corporations, commissions, authorities or entities organized and existing under statute or city or county charter and having local governing authority OR a United States governmental agency OR an American Indian tribe or agency.

Other Public Agency/Organization (e.g., Oregon Health Sciences University, Travel Information Council, etc.)

**2.3 OTHER QUALIFIED NON-PROFIT ORGANIZATIONS: ORS 279.855.** The following may purchase equipment, materials, supplies and services through the Oregon Department of Administrative Services in the same manner as state agencies as provided in ORS 279A.140 to 279A.155.

**2.3.1** \_\_\_ **Qualified Non-profit Agency for Disabled Individuals** participating in the program set forth in ORS 279.835 to 279.855, 279A.025 (4) and 279C.335.

*Note: Qualified non-profit must be approved as a Qualified Rehabilitation Facility (QRF) with the Department of Administrative Services State Procurement Office QRF Coordinator. Contact the QRF Coordinator for information regarding approval status at (503) 373-0975.*

**2.3.2** \_\_\_ **Residential program under contract with the Department of Human Services (DHS) or a division thereof to provide services to youth in the custody of the State.** ORS 279.855 (2) *Note: Submit with the ORCPP agreement a letter from Department of Human Services (DHS) or division thereof verifying your contract with DHS. The letter must be on DHS or DHS division letterhead and contain the following information:*

1. \_\_\_ Scope of contract, what service is being provided.
2. \_\_\_ Contract number
3. \_\_\_ Starting and expiration dates of contract
4. \_\_\_ State Contract Administrator's, name, original signature, mailing address & telephone number

**2.3.3** \_\_\_ **PUBLIC BENEFIT CORPORATION** ORS 279.855 (3)

**SUBMIT DOCUMENTATION TO MEET THE REQUIREMENTS SET FORTH BELOW:**

**Part 1: Corporate Requirements**

- a. **Submit a complete copy of the corporate Articles of Incorporation with all amendments thereto.**
- b. **Submit documentation that establishes that the corporation is active and current with respect to state registration obligations.**
- c. **Submit documentation that establishes that the corporation meets one of the following requirements of ORS 65.001 (37) (a):**
  - (i) Formed as a public benefit corporation pursuant to ORS 65.044 to 65.067;
  - (ii) Designed as a public benefit corporation designated by statute;
  - (iii) Recognized as tax exempt under section 501(c)(3) of the Internal Revenue Code of 1986 or
  - (iv) Otherwise organized for public or charitable purpose in accordance with it's articles of incorporation and bylaws.
- d. **Submit documents that establish that the corporation meets the requirements of ORS 65.001 (37) (b), so that on dissolution it must distribute its assets to one of the following:**

- (i) An organization organized for a public or charitable purpose;
- (ii) A religious corporation;
- (iii) The United States of America;
- (iv) A state of the United States of America, or
- (v) A person who is recognized as exempt under section 501 (c) (3) of the Internal Revenue Code of 1986;

**e. Submit documents that establish that the corporation meets the requirements of ORS 65.001 (37) (c) in that the corporation IS NOT a "religious corporation" as defined in ORS 65.001(33).**

**Part 2: Relationship with a state agency or unit of local government.**

a. Provide a letter from the State or local government agency confirming your contract with them. The letter must be on the state or local agency's letterhead and contain the following information:

- \_\_\_ Scope of contract (what service is being provided)
- \_\_\_ Contract number
- \_\_\_ Starting and expiration dates of contract
- \_\_\_ Confirmation that the contract is funded by State funds in part or in whole
- \_\_\_ Signature, name, mailing address & telephone number of the state or local government contract administrator

## OREGON COOPERATIVE PURCHASING PROGRAM (ORCPP)

### 3. STANDARD ORCPP AGREEMENT SERVICES

Pursuant to ORS 190.110, 190.210, 190.240, relating to intergovernmental and interstate agreements, and in exchange for the Fee as provided under Section 3.3 herein, DAS agrees to provide access to cooperative governmental purchasing services to:

City of Hubbard ("Authorized Purchaser").

3.1. **Price Agreements:** In accordance with the terms and conditions of this Agreement, DAS hereby agrees to permit Authorized Purchaser to utilize certain State Price Agreements. Authorized Purchaser:

- a) Agrees that it is only permitted to purchase from certain Price Agreements and that it will only make such purchases using a Purchase Order, issued by the Authorized Purchaser to the Contractor, which contains the following statement:

***"THIS PURCHASE IS PLACED AGAINST STATE OF OREGON SOLICITATION # \_\_\_\_\_ AND PRICE AGREEMENT #: \_\_\_\_\_. THE CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T's & C's) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T's & C's EXPRESS OR IMPLIED".***

- c) Agrees to use only those State of Oregon Price Agreements that identify ORCPP participants as additional Authorized Purchasers.
- d) Agrees that all purchases from Price Agreements will be made only for the direct use of the Authorized Purchaser and not be made on behalf of any third party or for resale.
- e) Understands and agrees that Price Agreements are subject to expiration or termination and that DAS can not guarantee the availability of particular Price Agreements.
- f) Understands and agrees that when using Price Agreements to follow any and all agency rules, policies, applicable requirements contained in ORS 279A, ORS 279B, or ORS 279C, or other applicable laws including without limitation, the prevailing wage requirements of the Oregon Bureau of Labor and Industries (BOLI). See ORS 279C.800 through 279C.870, ORS 200.035, etc.
- g) Understands and agrees that from time to time, DAS SPO may request written commitment from agency to participate in certain solicitations for goods and services to help achieve maximum volume discount contracts for

the benefit of all ORCPP customers. Participation may or may not affect DAS SPO's decision to pursue the solicitation.

**3.2 Electronic Oregon Procurement Information Network:** The State's Oregon Procurement Information Network (ORPIN) system electronically displays Solicitation Documents. This system provides vendors global access to Solicitation Documents that may be viewed or downloaded.

Authorized Purchaser:

- a) Shall be permitted to use the ORPIN system to transfer (upload) Authorized Purchaser's Solicitation Documents and advertisement notices.
- b) Shall take full and complete responsibility for the content and substance and accuracy of all information contained in any Authorized Purchaser Solicitation Documents uploaded and displayed on the ORPIN system. DAS SPO disclaims any and all liability arising out of or relating to Authorized Purchaser's use of the ORPIN System, including but not limited to the uploading and display of Authorized Purchaser's Solicitation Documents and advertisement notices.

**3.3 ORPIN E-Bidding Participation:** The Department of Administrative Services, State Procurement Office ORPIN system supports on-line electronic bidding for state agencies authorized by law or DAS to conduct on-line electronic bidding, or for ORCPP members authorized to use the ORPIN system. DAS intends to permit use of the electronic bidding features of ORPIN as soon as all system testing has been completed. ORCPP member shall make written request to DAS SPO if they are interested in using the ORPIN e-bidding feature. ORCPP member shall then complete and submit an ORPIN E-Bidding Participation Agreement agreeing to abide by all DAS SPO E-Bidding Rules and Policies. The signed Agreement shall be on file with DAS SPO. ORCPP Authorized Purchaser organization will receive a copy for their files.

**3.4 Standard ORCPP Service Fees:**

- a) Authorized Purchaser agrees to pay to DAS SPO a non-refundable fully earned annual membership fee upon subscription to ORCPP services. The agreement fee covers the primary portion of cost of services identified in Section 3. Additional fees will also be assessed for "ADDITIONAL ORCPP SERVICES" as defined in Section 4.0 below.
- b) Authorized Purchaser agrees to pay any additional fees that may be incurred under this Agreement.
- c) The following fee structure is based on the Authorized Purchaser's total organizational budget.

**IMPORTANT:** On the annual fee schedule below initial the budget range that represents your organization's annual budget.

**Individual Organization Fee Schedule**

Initial	Organizational Budget	Organizational Budget	Annual Membership Fee
In Box	MORE than	LESS than	
	\$ 0.00	\$ 3,000,000	\$ 200.00
	\$ 3,000,000	\$ 7,500,000	\$ 500.00
	\$ 7,500,001	\$ 21,000,000	\$ 900.00
	\$ 21,000,001	\$ 30,000,000	\$ 1,000.00
	\$ 30,000,001	\$ 68,000,000	\$ 2,000.00
	\$ 68,000,001	\$ 90,000,000	\$ 3,000.00
	\$ 90,000,001	\$ 150,000,000	\$ 4,000.00
	\$ 150,000,001	and over	\$ 5,000.00

Authorized Purchaser shall submit budget documentation.

- d) DAS SPO reserves the right to verify Authorized Purchaser's budget. The Notice of Public Hearings Budget Reports, line 12, on file with the Oregon Department of Revenue will be used for verification.

**Special Public Agency Consortium Member Fee Schedule:**

*(Limited to Qualified Public Agencies under Section 2.2, with annual budgets of \$0 - \$3,000,000)*

Initial	Organizational Budget	Organizational Budget	Annual Membership Fee
In Box	MORE than	LESS than	
	\$ 0.00	\$ 1,000,000	\$ 50.00
	\$ 1,000,000	\$ 3,000,000	\$ 100.00

- a) Authorized Purchaser shall submit budget documentation.
- b) DAS reserves the right to verify Authorized Purchaser's budget. The Notice of Public Hearings Budget Reports, line 12, on file with the Oregon Department of Revenue will be used for verification.

3.5 DAS SPO reserves the right to implement a Vendor Collected Administrative Fee (VCAF) on certain contracts when such fee does not adversely affect the savings or percentage of discount for the awarded contract. DAS SPO shall use marketplace analysis and other procurement assessment tools to determine on a case-by-case basis whether a VCAF is feasible to implement prior to its inclusion in a contract.

**4.0 ADDITIONAL ORCPP SERVICES:**

4.1 **Solicitation Services.** Upon submission by Authorized Purchaser of a completed Solicitation Services Project Request Form, a copy of which is attached hereto as Attachment A and incorporated by reference, DAS SPO may, pursuant to this Agreement, provide Authorized Purchaser with the following solicitation services ("Solicitation Services"):

- a) DAS SPO:
  - 1) Shall develop Solicitation Document(s) on DAS's automated purchasing system.

- 2) Shall advertise Solicitation Document(s) on the DAS's ORPIN System.
  - 3) Shall administer the procurement process on behalf of, and in consultation with, Authorized Purchaser.
  - 4) Shall issue notice of intent to award.
- b) Authorized Purchaser:
- 1) Shall, in consultation with DAS, determine the responsive responsible Bidder or Proposer for purposes of issuing a notice of intent to award.
  - 2) Shall be responsible for final selection of Contractor, contract award, contract execution and contract administration. DAS SPO shall not be a party to any resulting contract and shall have no involvement in contract oversight or administration.
- c) DAS SPO shall provide Authorized Purchaser a time and cost estimate for the Solicitation Services.
  - d) DAS SPO and Authorized Purchaser shall work together to insure that the solicitation is compliant with public purchasing statutes and rules.
  - e) Solicitation Services are not available for products and/or trade services otherwise available under existing State Price Agreements.
  - f) DAS SPO reserves the right to decline a Authorized Purchaser's request for Solicitation Services.
  - g) In the event this Agreement is terminated after DAS SPO has accepted an Authorized Purchaser's request for Solicitation Services but before Solicitation Services have been completed, DAS SPO shall cease performing Solicitation Services and shall return all Solicitation Services material to Authorized Purchaser upon payment for any services incurred prior to termination.

#### 4.2 Solicitation Services Fees:

- a) DAS SPO shall charge \$52.00 dollars per hour for Solicitation Services provided pursuant to Section 4.1.
- b) Fees for Solicitation Services will be invoiced and collected on a monthly basis. In the event this Agreement is terminated in accordance with its terms, DAS SPO may collect from Authorized Purchaser for Solicitation Services performed prior to receipt or delivery of notice of effective date of termination.
- c) DAS SPO may obtain legal services as necessary to assist it in the provision of Solicitation Services. Any legal fees associated incurred by DAS SPO with the provision of Solicitation Services for Authorized Purchaser must be reimbursed to DAS SPO by the Authorized Purchaser. Such legal fees shall be separately invoiced to Authorized Purchaser and reimbursed by Authorized Purchaser to DAS SPO. Notwithstanding this reimbursement, Authorized Purchaser acknowledges and agrees that such legal services are rendered on to DAS SPO and solely for the benefit of DAS SO and the Authorized Purchaser. Authorized Purchaser acknowledges that it is solely responsible for obtaining any legal services that it deems prudent or necessary with regard to the Solicitation Services.

**4.3 Training:** ORCPP members are eligible to attend any DAS SPO-sponsored and scheduled procurement-related training or workshop at the same cost as state agency participants. Additional agency-specific training by DAS SPO on behalf of an Authorized Purchaser member may be coordinated through the DAS SPO Training and Outreach Unit at a cost to be determined and agreed to between the parties.

**5. Reciprocal Cooperative Governmental Purchasing Agreements:** DAS SPO may, from time to time, enter into interstate cooperative governmental purchasing agreement(s). Interstate cooperative governmental purchasing agreement(s) ("Interstate Agreements") may allow Authorized Purchaser to access some or all of the purchasing services provided therein. Any purchasing service(s) accessibility available to Authorized Purchaser under an Interstate Agreement shall be outlined in the Interstate Agreement. DAS SPO shall: (1) notify Authorized Purchaser of such Interstate Agreement(s); and, (2) the particular purchasing service available (if any); and, (3) the procedures for use; and, (4) any additional cost or fees applicable. Authorized Purchaser is responsible for assuring that use of such Interstate Agreement complies with all laws, rules or regulations that might govern Authorized Purchaser's ability or authority to use such Interstate agreements.

**6. Agreement Term:** The Agreement Term shall be for a fiscal year (July 1 through June 30). This Agreement is effective as of the date signed by DAS SPO, and shall remain in effect until June 30 of each year, unless earlier terminated or renewed. Agreement may be renewed annually, upon payment of the appropriate membership fee, for a maximum of five (5) years beginning with the 2005-2006 subscription year. Expiration of this Agreement shall not extinguish or prejudice DAS SPO's right to enforce this Agreement with respect to any breach of contract or any default or defect in Authorized Purchaser performance that has not been cured. DAS SPO shall invoice members between June 1 and July 15 of each year. Agencies may request to be invoiced earlier than June, upon request.

**7. Agreement Renewal:**

- (a) DAS SPO shall send Authorized Purchaser a notice of pending Agreement expiration together with required renewal documentation no later than sixty (60) days prior to the expiration of the then current Term.
- (b) Authorized Purchaser shall submit the required Agreement fee and all required renewal documentation to DAS SPO prior to the expiration of the then current Term.
- (c) DAS SPO shall allow a grace period through August 31, to allow participants adequate time to process payment and complete and return the Agreement for the new fiscal year.
- (d) If payment is not received by August 31, ORCPP participant shall be placed on the inactive list and access privileges will be suspended in the ORPIN system. ORCPP privileges and ORPIN access will be fully restored upon receipt of payment for the current fiscal year.

**8. Termination:**

- a. **Parties' Right to Terminate For Convenience.** This Agreement may be terminated at any time by mutual written consent of the parties.
- b. **Party's Right To Terminate For Convenience.** Either party may, in its sole discretion, terminate this Agreement, in whole or in part, upon 30 days notice to the Other.
- c. **DAS SPO's Right to Terminate For Cause.** DAS SPO may terminate this Agreement, in whole or in part, immediately upon notice to Authorized Purchaser, or at such later date as DAS SPO may establish in such notice, upon the occurrence of any of the following events:

(i) DAS SPO fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to continue its obligations under this Agreement;

(ii) Federal or state laws, regulations or guidelines are modified or interpreted in such a way that either performance of DAS SPO's obligations under this Agreement are prohibited or DAS is prohibited from paying for such Work from the planned funding source;

(iii) Authorized Purchaser is no longer legally eligible to participate in this program or fulfill its obligations under this Agreement; or

(iv) Authorized Purchaser commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement and such breach, default or failure is not cured within 10 business days after delivery of DAS SPO's notice, or such longer period as DAS SPO may specify in such notice.

d. **Authorized Purchaser's Right to Terminate for Cause.** Authorized Purchaser may terminate this Agreement if DAS SPO commits any material breach or default of any covenant, warranty, obligation or agreement under this Agreement and such breach, default or failure is not cured within 10 business days after delivery of Authorized Purchaser's notice, or such longer period as Authorized Purchaser may specify in such notice.

e. **Remedies**

In the event of DAS SPO's termination pursuant to Sections 8.b, 8.c(i), 8.c(ii) or 8.d, Authorized Purchaser's sole remedy shall be a claim for the pro-rated amount of the annual fees. If it is determined for any reason that Authorized Purchaser was not in default under Section 8.c(iii) or 8.c(iv), the rights and obligations of the parties shall be the same as if the Agreement was terminated by DAS SPO pursuant to Section 8.b.

f. **Limitation of Liabilities.** Neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Agreement, including lost profits or (ii) any damages of any sort arising from the termination of this Agreement in accordance with its terms.

9. **Hold Harmless; Indemnity:** Subject to limitations of the Oregon Tort Claims Act and the Oregon Constitution, Authorized Purchaser shall save, defend, hold harmless and indemnify, its divisions, officers, employees, or agents and members from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of or related to (1) the acts or omissions of the Authorized Purchaser, or its officers, employees, members or agents under this Agreement and (2) any services, including Solicitation Services, provided under this Agreement pursuant to a representation of Authorized Purchaser's authority and State's reliance thereon.

Provided, however, the Oregon Attorney General must give written authorization to any legal counsel purporting to act in the name of, or represent the interests of, the State and/or its officers, employees and agents prior to such action or representation. Further, the State, acting by and through its Department of Justice, may assume its own defense, including that of its officers, employees and agents, at any time when in the State's sole discretion it determines that (i) proposed counsel is prohibited from the particular representation contemplated; (ii) officers, employees and/or agents; (iii) important governmental interests are at stake; or (iv) the best interests of the State are served thereby. Contractor's obligation to pay for all costs and expenses shall include those incurred by the State in assuming its own defense and/or that of its officers, employees, or agents under (i) and (ii) above.

10. **Successors in Interest, Assignment:** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall assign or transfer its interest in this Agreement without the prior written consent of the other. Any such attempted assignment or transfer shall be void.

11. **Merger Clause; Amendment; Waiver:** This Agreement constitutes the entire agreement between the parties on the subject matter thereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent or modification of the Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent or modification, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the State to enforce any provision of this Agreement shall not constitute a waiver by the State of that or any other provision.

12. **Limitation of Liability:** Authorized Purchaser acknowledges and agrees that the State shall not be liable for any direct, indirect, incidental or consequential damages sustained by Authorized Purchaser which arise out of or are in any way related to goods or services obtained from Contractors under any agreement, contract or purchase order including without limitation a Price Agreement or Interstate Agreement utilized by Authorized Purchaser pursuant to this Agreement and that State makes no representation or warranty regarding the suitability, durability, merchantability or fitness for a particular purpose of any goods or services available under any agreement, contract or purchase order including a Price Agreement or Interstate Agreement.

Furthermore, Authorized Purchaser acknowledges and agrees that the State shall not be liable for any direct, indirect, incidental or consequential damages arising out of or related to any goods or services obtained under any contract entered into by Authorized Purchaser pursuant to any services, including Solicitation Services, provided under this Agreement.

13. **Compliance with Applicable Law:** Authorized Purchaser shall comply with all federal, State and local laws, regulations, executive orders and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and State civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated. For Public Contracts, as defined in ORS 279A.010 (1)(x), DAS's performance under such contracts is conditioned upon Authorized Purchaser's compliance with the provisions of ORS 279B.220, 279C.515, 279C.520, 279C.530, and 279B.270, which are incorporated by reference herein.

14. **Governing Law; Venue:** Any claim, action, suit, litigation, or proceeding (collectively "Claim") between the State and Authorized Purchaser arising out of or related to this Agreement, shall be brought and conducted solely and exclusively in the Circuit Court of Marion County in Salem, Oregon; provided however if a claim must be brought in a federal forum, then unless otherwise prohibited by law, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Authorized Purchaser, by execution of this Agreement hereby consents to the in personum jurisdiction of said courts. However, nothing herein shall be construed as waiver of the State's sovereign or governmental immunity, or immunity derived from the Eleventh Amendment to United States Constitution, or any defenses based thereon.

15. **Signatures:** Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants that he/she has the authority to execute this Agreement.

**AUTHORIZED PURCHASER**

Signature: Rob Daykin  
Name: Rob Daykin  
Title: Finance Director  
Date: 12-14-05

**STATE:**

Signature: Marscy Stone  
Name: Marscy Stone  
Title: **External Operations Manager**  
Date: **1/31/06**

**AUTHORIZED PURCHASER**

*(legal counsel signature, if necessary)*

**APPROVED AS TO FORM:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ASSISTANT ATTORNEY GENERAL**

**APPROVED AS TO FORM:**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

pd  
1/05  
ma

Attachment A

ORCPP SOLICITATION SERVICES  
PROJECT REQUEST FORM

Date Received: \_\_\_\_\_ Date Assigned: \_\_\_\_\_  
Requesting ORCPP Agency: \_\_\_\_\_  
ORCPP Member #: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone #: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Project Title: \_\_\_\_\_  
Requested Timeline: \_\_\_\_\_  
Review Completion Date: \_\_\_\_\_

Project Description to include, at a minimum: (1) a detailed description of the goods or services, (2) estimated quantity or level of service, (3) estimated Unit item and total contract value and (4) projected contract term (attach additional pages if necessary):

DAS Analyst Comments: \_\_\_\_\_  
Additional Required Information: \_\_\_\_\_

(To be completed by ORCPP member)

Ship To Address:  
City of Hubbard  
3720 2nd Street  
Hubbard, OR 97032

Bill To Address:  
City of Hubbard  
PO Box 380  
Hubbard, OR 97032

Project Information (To be completed by DAS)

DAS Purchasing Analyst: \_\_\_\_\_  
Phone #: \_\_\_\_\_ FAX: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Estimated Cost: \_\_\_\_\_ (Solicitation Services/Fees, 2005-07 ORCPP Agreement, Section 4.1 and 4.2: The fee for solicitation services is \$52 dollars per hour. DAS shall invoice ORCPP member for actual hours of project.)

Estimated Hours of Work: \_\_\_\_\_ Actual Hours: \_\_\_\_\_  
DAS Timeline: \_\_\_\_\_ DAS Project #: \_\_\_\_\_

Authorization to Proceed with Solicitation:

ORCPP Agency Signature:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ORCPP AUTHORIZED PURCHASER INFORMATION FORM**

AGENCY NAME: City of Hubbard  
ADDRESS: P.O. Box 380  
Hubbard, OR 97032  
TEL # (503) 981-9633 FAX # (503) 981-8743

LIST ALL DIVISIONS OR SECTIONS IN YOUR AGENCY AUTHORIZED UNDER THIS AGREEMENT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Agency ORPIN Contact: Melinda Olinger TEL. # (503) 982-9429  
FAX# (503) 982-2172 Internet E-Mail Address: m.olinger@cityofhubbard.org

Contact person for accounts payable issues: Rob Daykin  
TEL. # (503) 981-9633 FAX # (503) 981-8743  
Internet E-Mail Address: rdaykin@cityofhubbard.org

**ORPIN Access**

The ORPIN System is accessed through the Internet. You can get to ORPIN from the State Procurement Web Site at: <http://www.oregon.gov/DAS/PFSS/SPO/index.shtml> or directly at: <http://orpin.oregon.gov> Agency users must be set up individually in the ORPIN system. Forms to add additional users are available from Nancy Ahlbin at: [nancy.a.ahlbin@state.or.us](mailto:nancy.a.ahlbin@state.or.us)

Program Administrative Fee Payment method: paid 7-20-05  
Check # 13340 Visa/Mastercard Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_

Send to: Department of Administrative Services  
State Procurement Office  
Oregon Cooperative Purchasing Program  
1225 Ferry Street SE U140  
Salem OR 97301-4285

**For DAS Use Only**

Agency #: \_\_\_\_\_ USER ID: \_\_\_\_\_  
New \_\_\_\_\_ Renewed \_\_\_\_\_



CITY OF HUBBARD - PUBLIC WORKS DEPT.  
 P.O. Box 380, 3720 2nd Street  
 Hubbard, OR 97032  
 Phone: (503) 982-9429 Fax: (503) 982-9429

Purchase Order No. 2015-01

## PURCHASE ORDER

**Vendor**

Name Blackline, Inc.  
 Address MPB 196, 13023 N.E. Hwy 99, Ste 7  
 City Vancouver St WA ZIP 98686  
 Phone 360.225.1080

**Ship To**

Name City of Hubbard - Public Works Department  
 Address P.O. Box 380  
 City Hubbard St OR ZIP 97032  
 Phone (503) 982-9429

Qty	Units	Description	Unit Price	TOTAL
		<b>Per Proposal Dated 07/29/2015</b> All prices & amounts on this order are expressed in U.S. Dollars		
8,258.00	Sq Yd	Misc. Streets Slurry Seal (see attached spreadsheet) TAG onto Marion County Contract No. 2015-701  "This purchase is placed against Marion County Contract No. 2015-701. The contract terms and conditions and special contract terms and conditions (T&C's) contained in the Contract are hereby incorporated by reference and shall apply to this purchase and shall take precedence over all other conflicting T&C's expressed or implied."	\$1.68	\$13,873.44

**Payment Details**

- Check
- Cash
- Account No.
- Credit Card

Name \_\_\_\_\_  
 CC # \_\_\_\_\_  
 Exp Date \_\_\_\_\_

SubTotal	\$13,873.44
Shipping & Handling	
Taxes State	
<b>TOTAL</b>	<b>\$13,873.44</b>

**Shipping Date**

**Approval**

Jaime Estrada, Superintendent

Date 8/11/2015  
 Order No \_\_\_\_\_  
 Sales Rep \_\_\_\_\_  
 Ship Via \_\_\_\_\_

**Notes/Remarks**



**Blackline, Inc.**  
**PMB 196**  
**13023 NE Hwy 99, Ste 7**  
**Vancouver, WA 98686**

Date: 7/29/2015  
 Expires: 8/30/2015  
 Estimator: Cody Lorenzen  
 (509) 218-1221  
[Cody@blacklineinc.net](mailto:Cody@blacklineinc.net)

Slurry Seal Specialists Since 1987

# Proposal

**In conjunction with Marion County's Project: Furnishing & Applying  
 Type II Slurry Seal on Various Marion County Roads**

**Customer:** Melinda Olinger @ Hubbard Public Works  
**Project:** 2015-16 Street Maintenance Proposal  
**Location:** Hubbard, OR

Item #	QTY	Unit	Description	Unit Price	Total Price
706.1	1676.89	SY	3rd Street	\$ 1.68	\$ 2,817.17
706.1	320	SY	3rd Street	\$ 1.68	\$ 537.60
706.1	2112	SY	5th Street	\$ 1.68	\$ 3,548.16
706.1	797.111	SY	Baines Blvd	\$ 1.68	\$ 1,339.15
706.1	1563	SY	Beaver Ct	\$ 1.68	\$ 2,625.84
706.1	1331.67	SY	"C" Street	\$ 1.68	\$ 2,237.20
706.1	457.333	SY	Dorsey Drive	\$ 1.68	\$ 768.32

8258 SY Total **\$ 13,873.44**

**Proposal Includes:**

Type II Slurry Seal One (1) Mobilizations One (1) Day of Work Sweeping Traffic Control	Notification
--	--------------

**Proposal DOES NOT Include:**

Re-Striping  
 Crack Sealing

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Quantities are approximate and the Total Price will vary based on Actual quantities installed. Payment terms are Net 30 days from date of invoice. Overdue accounts are subject to a late charge of 1% per month. Customer shall pay all Costs, Expenses and Reasonable Attorney's fees incurred by Blackline, Inc. in any suit, arbitration, mediation, bankruptcy proceedings and post-judgement proceeding as well as any appeal of the forgoing to collect amount due. This Proposal will be an attachment to any Contract issued.

OR CCB 66384 WA License # BLACKI\*135CP Idaho PWCL# 009681-B-4  
 EIN 91-1357581 ESD 620357-00-5 Ind. Ins. Acct #: 511,463-00 UBI: 601 000 623 CCB: 66384

# FY 2015/16 Street Maintenance Project Worksheet

August, 2015

\$1.68/SQ YARD

	STREET	FROM	TO	LENGTH	WIDTH	SQ FEET	SQ YARDS	COST	NOTES
1	3rd Street	South City Limits	"J" Street	686	22	15,092	1,676.89	\$2,817.17	"J" & 3rd Street intersections
2	3rd Street	Moonbeam Ct	160' S. of Moonbeam Ct	160	18	2,880	320.00	\$537.60	Moonbeam Ct. intersection
3	5th Street	"D" Street	"F" Street	528	36	19,008	2,112.00	\$3,548.16	"F" Street intersection
4	Baines Blvd.	Dorsey Dr	Kurth Avenue	211	34	7,174	797.11	\$1,339.15	Kurth intersection
5	Beaver Ct.	Entire cul-de-sac	4th Street	521	27	14,067	1,563.00	\$2,625.84	
6	"C" Street	2nd Street	End of parking lot (1st Street)	235	51	11,985	1,331.67	\$2,237.20	City Staff will re-paint parking lines
7	Dorsey Drive	Munker Street	5th Street	147	28	4,116	457.33	\$768.32	Munker Street intersection

<b>TOTAL</b>	<b>74,322</b>	<b>8,258.00</b>	<b>\$13,873.44</b>
Estimates			

**CONSTRUCTION CONTRACT 2015-701**

THIS CONTRACT, made and entered into in triplicate this 24 day of June, 2015, by and between MARION COUNTY, A Political Subdivision of the State of Oregon, acting by and through its duly elected, qualified, and acting Board of Commissioners, hereinafter called the "County" and Blackline, Inc., hereinafter called the "Contractor" for the Project entitled: Furnishing and Application of Type II Slurry Seal on Various Marion County Roads.

**WITNESSETH**

THAT the said Contractor, in consideration of the sums to be paid by the County in the manner and at the times herein provided, and in consideration of the other covenants and agreements herein contained, hereby agrees to perform and complete the work herein described and provided for and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials and labor, and do all things in accordance with the applicable Plans, the applicable Standard Specifications, the Special Specifications and Bid Bond and in accordance with such alterations and modifications of the same as may be made by the County. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Contractor.

THAT the Contractor shall faithfully complete and perform all of the obligations of this Contract, and in particular does hereby agree:

1. Make payment promptly, as due, to all persons supplying to such Contractor labor and/or material for the prosecution of the work provided for in such contract.
2. Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
3. Not to permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If the Contractor fails, neglects, or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person, or the assignee of the person, in connection with the public works contract as such claim becomes due, the proper officer or officers of the public contracting agency may pay such claim and charge the amount of the payment against funds due or to become due the contractor by reason of such Contract.
6. Contractor shall comply with the conditions for public contracts under Oregon State Law, particularly as set forth in ORS 279C.500 through 279C.530. Contractor must give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. Furthermore, Contractor shall not employ any person performing work under this contract for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. Contractor shall pay all individuals performing work under this contract at least time-and-a-half pay for:

- a. All overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and
  - b. All overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
  - c. All work performed on Saturday or Sunday and on any legal holiday specified in ORS 279C.540.
7. That the Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

All employers working under the contract are subject employers that will comply with ORS 656.017.

8. That each worker in each trade or occupation employed in the performance of the Contract either by the Contractor, Sub-contractor or other person doing or contracting to do the whole or any part of the work on the Contract, shall be paid not less than the applicable prevailing rate of wage set forth in the attached schedule pursuant to ORS 279C.840(4) & OAR 839-016-0033(1).
9. That the Contractor shall maintain all records and file all wage certification forms as required by Oregon Administrative Rules.

10. Prevailing Wage Requirements

a. Applicable Prevailing Wage Rates

- 1. If this project is subject to the applicable Oregon Prevailing Wage Rate publication and any amendments, and/or the federal Davis Bacon Wage Rate Act (40 U.S.C. 3141 et seq.), in effect at the time of solicitation, the Contractor shall pay the wage rate and fringe benefits listed in the Bureau of Labor and Industries publication titled "January 1, 2012 Prevailing Wage Rates for Public Works Contracts in Oregon", which is incorporated herein by reference or can be accessed and downloaded at BOLI's website at: [http://www.boli.state.or.us/BOLI/WHD/PWR/pwr\\_state.shtml](http://www.boli.state.or.us/BOLI/WHD/PWR/pwr_state.shtml).
- 2. If the project is subject to the federal Davis Bacon Act, the current wage rate publication for Oregon can be accessed and downloaded at <http://www.gpo.gov/davisbacon/or.html>. ORS.279C.838
- 3. 3141 et seq. if the project is subject to the Davis-Bacon Act and if the state prevailing rate of wage is higher than the federal prevailing rate of wage that is in effect at the time a public agency enters into a contract with a contractor for the project, the contractor and every subcontractor on the project shall pay no less than the state prevailing rate of wage. ORS 279C.838
- 4. All prevailing wage rates that apply to the project must be posted at the job site. Every contractor on the site is responsible for this posting. ORS 279C.840(4) & OAR 839-025-0033(1)
- 5. All contracts and subcontracts for this project must include a provision that each worker in each trade or occupation employed in the performance of the contract either by the contractor, subcontractor or other person doing or contracting to do or contracting for the whole or any part of the work on the contract, must be paid not less than the applicable state prevailing rate of wage, or the applicable federal prevailing

rate of wage, whichever is higher. ORS 279C.838

b. Certified Payroll Filing Requirements

1. Every employer on a covered project must file certified payroll records with the contracting agency. Certified statements for each week during which the Contractor or Subcontractor employs a worker upon the public work shall be submitted once a month, by the fifth business day of the following month. Information submitted on certified statements may be used only to ensure compliance with the provisions of ORS 279C.845 to 279C.860.

c. Certified Payroll Form

1. To help employers satisfy the filing requirement, Form WH-38 is included in each PWR rate book. BOLI does not require contractors to use this form, but contractors must supply all information the form requests and this information must be certified.

Employers using their own forms or reports can comply with the certification requirement by attaching and completing a copy of the certification from the WH-38 form to their filing.

Employers must submit the hours worked each day by each employee, his or her name, address, the pay rate, work classification, gross pay to the employee and the amount contributed to any third party fringe benefits (and the type of benefit provided).

To meet filing requirements, the employer must sign the certified payroll to confirm that the information is true and complete. Unsigned reports do not satisfy the filing requirement. Submitting false or incomplete information can be the basis for civil penalties or debarment.

The Contractor and subcontractors shall preserve the certified statements for a period of three (3) years from the completion of the contract.

d. Certified Payroll Retainage

1. As required in ORS 279C.845, the County will retain 25% of any amount earned by the Contractor on the project until the Contractor has filed the certified statements required in ORS 279C.845 or in FHWA Form 1273. The County will pay to the Contractor the amount retained within 14 days after the Contractor files the required certified statements, regardless of whether a subcontractor has failed to file certified statements.
2. As required in ORS 279C.845, the Contractor shall retain 25% of any amount earned by a first tier subcontractor on the project until the first tier subcontractor has filed with the County the certified statements required in ORS 279C.845 or FHWA Form 1273. Before paying any amount retained, the Contractor shall verify that the first tier subcontractor has filed the certified statement. Within 14 days after the first tier subcontractor files the required certified statement the Contractor shall pay the first tier subcontractor any amount retained.

e. Public Works Bond

1. The Contractor and all subcontractors working on this project are required to file a Public Works Bond for \$30,000 with the Construction Contractors Board (CCB) pursuant to ORS 279C.836, unless specifically exempt under ORS 279C.836 (7), (8), or (9). ORS 279C.836 (7) addresses exclusions for certified disadvantaged, minority, women or small business enterprises; ORS 279C.836 (8) exempts projects with contract prices less than \$100,000; and ORS 279C.836 (9) addresses exclusions due to emergencies made in accordance with rules adopted under ORS 279A.065. This bond must be filed prior to starting work on this project and remain in effect

continuously; being renewed as required by the surety or if depleted due to a wage claim. The Contractor must verify their subcontractors have filed the bond with the CCB.

11. If this project is subject to the applicable Oregon Prevailing Wage Rate, or the federal Davis Bacon Act, the Contractor shall demonstrate that an employee drug testing program is in place.
12. The CONTRACTOR shall agree to defend, indemnify, and hold harmless the COUNTY, its officers, agents, and employees from damages arising out of the tortious acts of the CONTRACTOR, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.
13. So much of the money due the said Contractor under and by virtue of this Contract may be returned for the use of the County; or, in case no money is due, his surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.
14. The CONTRACTOR shall maintain at all times commercial general liability insurance, property damage insurance, and medical/professional malpractice if applicable, covering its activities and operations under this Agreement.

The CONTRACTOR SHALL add Marion County, its officers/officials, agents, employees, and volunteers as additional insureds for general liability and property damage insurance coverage and a **separate** written endorsement shall be issued by the company showing Marion County as an Additional Insured and provide Notice of Cancellation as set forth in the policy. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 – 30.300, or in the forms and amounts not less than set forth in subsection 00170.70 of the Standard Specifications and Special Provision, whichever is greater. Minimum limits required for medical/professional malpractice \$1,000,000. All insurance shall be evidenced by a Certificate of Insurance and Endorsement provided to the COUNTY, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon.

The COUNTY, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

The CONTRACTOR shall obtain and maintain at all times during the term of this contract, workers' compensation insurance with statutory limits and employers' liability insurance. The CONTRACTOR shall provide the COUNTY with evidence that it is a carrier-insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, or that it employs no persons subject to the requirements of ORS 656, Workers' Compensation Coverage.

15. THAT in consideration of the faithful performances of all of the obligations, both general and special, herein set out and in consideration of the faithful performance of the work as set forth in this Contract, the applicable plans, general provisions, Bid Proposal, and all general and detailed specifications and plans which are a part hereof, and in accordance with the directions of the County and to its satisfaction, the County agrees to pay to the said Contractor the amount earned, as determined from the actual quantities of work performed and the prices and other basis of payment specified, and taking into consideration any amounts that may be deductible and under the terms of the Contract and to make such payments in the manner and at the time provided in the applicable instructions to bidders or special specifications, and the schedule of contract prices.

16. In the event the Board of Commissioners of the COUNTY reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the CONTRACTOR agrees to abide by any such decision, including termination of service.
17. THAT the Contractor agrees to guarantee all work under this contract for a period of 1 (one) year from the date of final acceptance thereof.
18. THAT if any unsatisfactory condition or damage develops within the time of this guarantee due to materials or workmanship which were defective, inferior, or not in accordance with the contract agrees, whenever notified by the County, to immediately place such guaranteed work in a condition satisfactory to the County and make repairs of all damage made necessary in the fulfillment of the guarantee.
19. THAT this contract may be increased by twenty (20) percent over the original contract amount to include work in addition to that which is specified in the contract, upon mutual agreement of both parties.
20. The COUNTY delegates to the Marion County Engineer the authority and responsibility for issuing approvals, providing notices, receiving notices, issuing directives, authorizing change orders, and avoiding and resolving disputes.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their respective official seals, the day and year first above written.

**MARION COUNTY**

**CONTRACTOR**

Recommended by:

Al M. Haley      6-15-15  
 Director of Public Works      Date

Blackline, Inc.  
 Company

APPROVED AS TO FORM:

Glenn Brooks  
 Signature

Cambren Schlegel      6-16-15  
 Contracts Compliance Analyst      Date

Glenn Brooks  
 Name

[Signature]      6/16/15  
 Legal Counsel      Date

Vice President  
 Title

APPROVED BY:

Not Present at meeting

13023 NE Hwy. 99, Ste. 7, PMB 196  
 Address

\_\_\_\_\_  
 Commissioner      Date

Vancouver, WA 98686  
 City, State, Zip

[Signature]      6/24/15  
 Commissioner      Date

[Signature]      6-24-15  
 Commissioner      Date

360-225-1080  
 Phone Number

MARION COUNTY PUBLIC WORKS  
SPECIAL PROVISIONS  
FOR  
FURNISHING AND APPLYING  
TYPE II SLURRY SEAL  
ON VARIOUS MARION COUNTY ROADS

MARION COUNTY, OREGON

Bid Opening May 27, 2015

ECMS CONTRACT NO. 2015-701  
ACCOUNTING PROJECT NO. 100095

---

MARION COUNTY BOARD OF COMMISSIONERS

Kevin Cameron	Commissioner
Janet Carlson	Commissioner
Sam Brentano	Commissioner

---

Alan Haley, Director of Public Works



EXPIRES 12-31-2015

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## INTRODUCTION

### 1.1 Description of Work

Furnishing and application of type II slurry seal on various Marion County roads as called for in the Plans and Specifications and such additional Incidental Work as requested by the Engineer. Estimated cost is not released by Marion County.

### 1.2 Time and Place of Receiving Bids

Submit Bids as specified in 00120.45 by **2:00 p.m.** on the **27th day of May, 2015** to **Tim Beaver, Contract Specialist c/o the Receptionist at Marion County Public Works, 5155 Silverton Road NE Salem, Oregon 97305-3802.** Bids submitted after the time set for receiving Bids will not be opened or considered.

Bids will be opened and read in the North Santiam Room at Marion County Public Works, 5155 Silverton Road NE Salem, Oregon, immediately following Bid closing.

### 1.3 Time for Completion of Work

Start no Work under the Contract prior to **July 1, 2015**, and complete all Work to be done under the Contract not later than **September 4, 2015.**

### 1.4 Project Information

Information pertaining to this Project may be obtained from the following persons at Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305-3802:

<u>Name</u>	<u>Phone No.</u>	<u>Email</u>
Spencer Hohenshelt	503.588.5036	<a href="mailto:Shohenshelt@co.marion.or.us">Shohenshelt@co.marion.or.us</a>
Dave Chamness	503.588.5036	<a href="mailto:Dchamness@co.marion.or.us">Dchamness@co.marion.or.us</a>

### 1.5 Applicable Standard Specifications

The Standard Specifications, which are applicable to the Work on this Project, are the 2008 edition of the Oregon Standard Specifications for Construction published by the Oregon Department of Transportation. All number references in the Special Provisions shall be understood to refer to the section or subsection of the Standard Specifications or Supplemental Standard Specifications bearing like numbers. The Standard Specifications, the Supplemental Standard Specifications and the Standard Drawings may be modified, supplemented or superseded by the Special Provisions contained herein.

The Contractor shall be bound to Marion County by the applicable provisions of the above Specifications as he would be if each mention of State, Commission, Department/ODOT and Engineer therein were to read Marion County, Marion County Board of Commissioners, Marion County Public Works and Marion County Engineer, respectively.

The Standard Specifications noted above are also supplemented for this Project with the Standard Drawings listed in the table of contents of the Special Specifications and/or, where applicable, in the Plans.

#### 1.6 Time Limit of Unsettled Disputes

No action, suit or other legal proceedings shall be maintained by any party thereto against another party hereto upon any claim or cause of action arising out of the Contract or breach thereof or anything done in connection therewith unless commenced within one (1) year of the Final Acceptance of Work under this Contract. All claims or causes of action in any way resulting from this Contract shall be deemed barred unless action or suit thereon shall have been commenced within such time.

#### 1.7 Contract Expiration Date

The Contract expires on September 4, 2016.

#### 1.8 Compliance with Oregon Revised Statutes

The Contractor must comply with all of the Oregon Revised Statutes for Public Works Contracts.

If the Bid is in excess of \$50,000 then the Project is subject to the applicable Oregon prevailing wage rate law (BOLI) and any amendments in effect at the time of solicitation. It is not subject to the Davis Bacon act. See detailed requirements in the sample contract.

#### 1.9 Funding

This project is locally funded.

#### 1.10 Mandatory Submission Forms

The following forms must be completed, signed and returned with the Bidder's submission package.

1. Bid Schedule
2. Organization Identification/Responsibility Form
3. Experience/References
4. Cooperative Purchasing Response Form
5. Bid Proposal
6. Bid Bond
7. Drug and Alcohol Testing Policy Certification
8. Addenda, if any are issued
9. First-Tier Subcontractor Disclosure Form (within 2 hours of Bid closing).

The County shall consider the Bid of any Contractor that does not include the identified forms in this section to be non-responsive. A non-responsive bid will not be considered for award.

Marion County Public Works  
2015 Slurry Seal of Various Roads

BID SCHEDULE  
CONTRACT NUMBER 2015-701

May 27, 2015

FURNISHING AND APPLICATION OF TYPE II SLURRY SEAL ON VARIOUS MARION COUNTY ROADS

ITEM #	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
706.100	TYPE II SLURRY SEAL	62,474	Square Yards	\$ 1.68	\$ 104,956.32

ORGANIZATION IDENTIFICATION/RESPONSIBILITY

MARION COUNTY  
2015 Furnishing and Applying of Type II Slurry  
On Various Marion County Roads

ORGANIZATION NAME: Blackline Inc.  
PRINCIPAL: Cody Lorenzen, General Manager  
Name / Title  
ADDRESS: 13023 NE HWY 99, Ste #7 PMB 1910  
Vancouver, WA 98686  
TELEPHONE: 360-225-1080

The information provided in this form is part of the County's inquiry concerning proposer responsibility pursuant to ORS 279B.110 for general procurement of goods and services. Please print clearly or type.

Answer all questions. Submission of a form with unanswered questions, incomplete or illegible answers may result in a finding that you are not a responsible proposer. This document will become part of your response to the solicitation and will be subject to Oregon Public Records laws. Any information that may be considered confidential, must be marked according to instructions in the solicitation document.

**Submit completed form with other proposal forms as specified in Solicitation Document.**

1. Is your company a Resident Oregon Bidder/Proposer as defined in ORS 279A.120?  
 Resident  Non-resident

**Note:** "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid, has a business in this state and has stated in the bid whether the bidder is a "resident bidder". (ORS 279A.120(1)(b).

2. During the past five years, has a judgment ever been made against the Firm for breach of contract?  Yes  No  
If yes, explain. \_\_\_\_\_
3. Has your firm ever been at any time in the last ten years the debtor in a bankruptcy case?  
 Yes  No  
If yes, explain. \_\_\_\_\_
4. Does your firm have any outstanding judgments pending against it?  Yes  No  
If yes, List court cases. \_\_\_\_\_
5. Have you or any of your affiliates discontinued business operations with outstanding debts?  
 Yes  No  
If yes, explain. \_\_\_\_\_

**Declaration and Signatures**

The undersigned hereby declares that he or she is duly authorized to complete and submit this Organization/Responsibility Form and that the statements contained herein are true and correct as of the date set forth below. Incomplete, incorrect or misleading information will be reason for a determination by the County of non-responsibility.

Date: 5/26/15

By: [Signature]  
(Signature of authorized official)

Name: Cody Lorenzen  
(Please type or print)

Title: General Manager  
(Please type or print)

For: Blackline Inc.  
(Firm's name) (Please type or print)

**Business Organization: (Check one)**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership            | <input type="checkbox"/> Sole Proprietor           |
| <input type="checkbox"/> Joint Venture          | <input type="checkbox"/> Other _____               |

**THIS DOCUMENT MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR BID PACKAGE.**

# Experience / References

**Current Contracts in Force/Previous Experience** – minimum of three required of similar nature with public sector work.

**Contract #1**

Location (city/state)	2014 - Marion County
Owners Name	
Type of Work	+ See Attached
% Completed	
Est. Completion Date	

**Contract #2**

Location (city/state)	
Owners Name	
Type of Work	
% Completed	
Est. Completion Date	

**Contract #3**

Location (city/state)	
Owners Name	
Type of Work	
% Completed	
Est. Completion Date	

**References** – minimum of two project owner references and two subcontractor references. References may be contacted to discuss submitting contractor's qualifications.

**#1 Project Owner Reference**

Reference Name	Call Anyone on Attached Sheet
Business or Employer	
Telephone	
Project Name/\$ Amount	

**#2 Project Owner Reference**

Reference Name	
Business or Employer	
Telephone	
Project Name/\$ Amount	

**#1 Subcontractor Reference**

Reference Name	CR. Contracting - Russell Davis
Business or Employer	
Telephone	541-306-6216
Project Name/\$ Amount	2013 Newberg, OR \$91,711.00

**#2 Subcontractor Reference**

Reference Name	Ron Hicks
Business or Employer	Hicks Striping
Telephone	503-364-4577
Project Name/\$ Amount	2014 WA Co. SS Project - \$25,009.94

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PACKAGE.**

# Blackline, Inc.

13023 NE Hwy 99, Ste. 7  
PMB 196  
Vancouver, WA 98686



OREGON						
<u>Project</u>	<u>City</u>	<u>State</u>	<u>Year</u>	<u>Contract Amount</u>	<u>Contact Name</u>	<u>Contact Phone</u>
2014 Crack Seal and Slurry Seal	Hood River	OR	2014	\$ 85,110.00	Anne Medenbach	541-386-1645
Pavement Management Program	Hillsboro	OR	2014	\$ 199,819.41	Teresa Gibson	503-681-6100
City of Tualatin 2014 Various Streets	Tualatin	OR	2014	\$ 74,850.88	Bert Olheiser	503-691-3096

WASHINGTON						
<u>Project</u>	<u>City</u>	<u>State</u>	<u>Year</u>	<u>Contract Amount</u>	<u>Contact Name</u>	<u>Contact Phone</u>
2014 Slurry Seal Project	Kirkland	WA	2014	\$ 496,080.85	George Minassian	425-587-3800
City of Washougal 2014 Various Streets	Washougal	WA	2014	\$ 70,954.20	Will Noonan	360-835-2662
Auburn Municipal Airport	Auburn	WA	2014	\$ 550,401.89	Amanda DeSilver	253-876-1980

**COOPERATIVE PURCHASING RESPONSE FORM**

**MARION COUNTY  
Invitation to Bid  
Furnishing and Applying of Type II Slurry Seal  
on Various Marion County Roads**

Pursuant to ORS 279A and Marion County's procurement rules, other public agencies may have the ability to establish contracts or price agreements under the terms, conditions and prices of the original contract established from this solicitation.

Any such purchases shall be between the Contractor and the participating public agency and shall not impact the Contractor's obligation to Marion County. Any estimated purchase volumes listed herein do not include other public agencies and Marion County makes no guarantee as to their participation.

Any bidder, by written notification included with their solicitation response, may decline to extend the prices and terms of this solicitation to other public agencies.

<p>Will your company extend pricing and terms to other public agencies?</p> <p><input checked="" type="checkbox"/> Yes                      <input type="checkbox"/> No</p>
---

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PACKAGE**

**BID PROPOSAL**

The Honorable Board of  
County Commissioners  
Marion County Courthouse  
Salem, Oregon 97301

Gentlemen:

The Undersigned, hereinafter called the Bidder, declares that the only person or parties interested in this Bid Proposal are those named herein; that this Bid Proposal is in all respects fair and without fraud; that it is made without collusion with any official or employee of the County, and the Bid Proposal is made without any connection or collusion with any person making another proposal on this Contract.

The Bidder further declares that he has carefully examined the Specifications and other proposed Contract Documents; that he personally has made an examination of the site of the proposed work and has made the necessary investigations to determine the conditions to be encountered independently of the indications in the Specifications. The applicable Standard Specifications, General Specifications, the Special Specifications, and Technical Specifications and the other Contract Documents bound herewith are by reference a part of this bid proposal.

The Bidder further agrees to accept as full payment for the work herein proposed or the materials to be furnished the amount computed as determined by the provisions of the Special Specifications and based on the following Bid Proposal, it being expressly understood that the unit prices listed are independent of the exact quantities involved, where unit prices apply.

The Bidder further agrees that the provisions required by ORS 279C.840 shall be included in his Contract.

The name of the Bidder who is submitting this Bid Proposal is:

Company: Blackline Inc  
(Print or Type)

Address: 13023 NE HWY 99, Ste #7 PMB 196  
(Print or Type)

City, State Zip Vancouver, WA 9810810  
(Print or Type)

which address is the address to which all communications considered with this Bid Proposal and with the Contract shall be sent.

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED WITH YOUR BID PACKAGE.**

The names of the principal officers of the corporation submitting this Bid Proposal or of the partners, if the Bid Proposal is submitted by a partnership, or of all persons interested in this Bid Proposal as principals, are as follows:

Guy Lorenzen  
Glenn Brooks

President  
Vice President

Dated this 26<sup>th</sup> day of May, 2015

Construction Contractor's  
Board Registration Number

100384

Blackline Inc  
Firm Name

[Signature]  
Signature of Bidder

Cody Lorenzen  
Name | Print or Type

General Manager  
Title | Print or Type

Telephone No. 360-225-1080

Tax ID # 91-1357581

The Bidder submitting this proposal certifies that they are \_\_, are not , a resident bidder of the State of Oregon as defined in ORS 279A.120.

**THIS DOCUMENT MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR BID PACKAGE.**

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that Blackline, Inc.  
\_\_\_\_\_, hereinafter  
called the Principal, and Contractors Bonding and Insurance Company, a Corporation  
organized and existing under and by virtue of the laws of the state Illinois duly  
authorized to do surety business in the State of Oregon as Surety, are held and firmly bound unto  
Marion County hereinafter called the County, in the penal sum of Ten Percent of Total Amount  
Bid----- Dollars (\$-----10%-----), for the payment of which, well and truly to  
be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the Principal herein is herewith  
submitting his or its Bid Proposal for Furnishing and Applying Type II Slurry Seal on Various Marion County Roads  
said Bid Proposal, by reference thereto, being hereby made a part hereof.

NOW THEREFORE, if the said Bid Proposal submitted by the said Principal be accepted, and the  
Contract be awarded to said Principal, and if the said Principal shall execute the proposed Contract as  
required by the bidding and the Contract Documents within the time set by said Documents, then this  
obligation shall be void. If the Principal shall fail to execute the proposed Contract, the Surety hereby  
agrees to pay to the County the penal sum as liquidated damages.

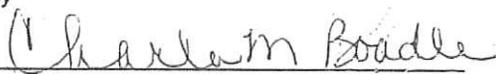
Signed and sealed this 27th day of May, 2015.

Blackline, Inc.  
Principal

By: 

A certified copy of the Agent's  
Power-of-Attorney must be  
Attached hereto.

Contractors Bonding and Insurance Company  
Surety

By:   
Attorney-in-Fact Charla M. Beadle

THIS DOCUMENT MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR BID PACKAGE.



9025 N. Lindbergh Dr. | Peoria, IL 61615  
Phone: (800)645-2402 | Fax: (309)689-2036

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Charla M. Boadle, Dee Dee Pike, Shawn M. Wilson, Nicholas W. Paget, jointly or severally

in the City of Spokane, State of Washington, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

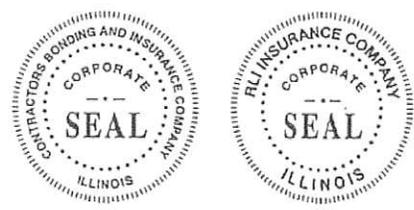
The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

**RLI Insurance Company and Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 6th day of May, 2015.

State of Illinois }  
County of Peoria } SS



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
[Signature]  
Roy C. Die Vice President

On this 6th day of May, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company and/or Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

[Signature]  
Jacqueline M. Bockler Notary Public



**CERTIFICATE**  
I, the undersigned officer of **RLI Insurance Company, and/or Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company, and/or Contractors Bonding and Insurance Company** this 27th day of May, 2015.

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
[Signature]  
Roy C. Die Vice President

**DRUG & ALCOHOL TESTING POLICY CERTIFICATION**

Has your firm established and implemented a drug and alcohol policy and testing program that complies with ORS 279C.505 for public improvement contracts?

  ✓   Yes                                 No

I hereby certify that the information provided on this form is true and accurate to the best of my knowledge.

Please print or type:

Company Name Blackline Inc.  
Name/Title Cody Lorenzen, General Manager  
Address 13523 NE Hwy 99, Ste #7 PMB 196, Vancouver, WA 98686

Signature   
Date 5/26/15

**THIS DOCUMENT MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR BID PACKAGE.**

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

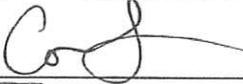
Project Name: TyDETT Slurry Seal on Various Marion  
 Bid Closing: Date: 5.27.15 Time: 2:00 PM Co. Rds

Criteria for disclosure of first tier subcontractors:

- A bidder shall submit to the County within two (2) working hours after the date and time of the deadline when the bids are due to the County, a disclosure of any first tier subcontractor(s) that will be furnishing labor or labor and materials in connection with the public improvement and whose contract value is equal to or greater than:
  - Five percent (5%) of the total project bid or \$15,000, whichever is larger; or \$350,000 regardless of the percentage of the total project bid.
- The undersigned, if awarded the contract, intends to subcontract certain portions of said contract in accordance with the following schedule:
  - There are no first tier subcontractors for this public improvement project.
  - This public improvement project is estimated to be under \$100,000 and does not require disclosure of first tier subcontractors.
  - Disclosure required as follows:

List below the name of each subcontractor that will be furnishing labor or labor and materials and that is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. This disclosure does not include subcontractors providing materials only. (Attach additional sheets if needed.) Enter "NONE" if there are no subcontractors that need to be disclosed.

Subcontractor Name/Address	Category of Work	Dollar Value
<u>NONE</u>	<u>NONE</u>	

Form submitted by: (bidder Signature)   
 Company Name: Blackline Inc Date: 5/26/15  
 Contact Phone Number: 310-225-1080

**THIS DOCUMENT MUST BE COMPLETED, SIGNED, AND SUBMITTED IN ACCORDANCE WITH GENERAL INSTRUCTIONS SECTION, REGARDLESS OF DOLLAR AMOUNT OF PROJECT. THE COUNTY SHALL CONSIDER THE BID OF ANY CONTRACTOR THAT DOES NOT SUBMIT A SUBCONTRACTOR DISCLOSURE TO BE NON-RESPONSIVE. A NON-RESPONSIVE BID WILL NOT BE CONSIDERED FOR AWARD.**

**PERFORMANCE BOND**

(NOTE: CONTRACTORS MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW BY ALL PERSONS BY THESE PRESENTS:

We the undersigned Blackline, Inc. as PRINCIPAL (hereinafter called CONTRACTOR), and Contractors Bonding and Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Illinois duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, to pay to MARION COUNTY as OBLIGEE (hereinafter called MARION COUNTY), the amount of One Hundred Four Thousand Nine Hundred Fifty-Six Dollars and Thirty-Two Cents (\$104,956.32) in lawful money of the United States of America.

WHEREAS, the CONTRACTOR entered into a contract with MARION COUNTY dated June 24, 2014, which Contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Furnishing and Application of Type II Slurry Seal on Various Marion County Roads; Contract 2015-701.

NOW, THEREFORE, the condition of this obligation is such that if the CONTRACTOR shall promptly, truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of the aforesaid contract and having performed its obligations thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect until the expiration of any statutes of limitation or repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract.

Whenever CONTRACTOR shall be declared by MARION COUNTY to be in default under the Contract Documents for the project described herein, the SURETY may promptly remedy the default, or shall promptly complete the project in accordance with the Contract Documents and the project Specifications with a contractor approved by MARION COUNTY. SURETY, for value received, further stipulates and agrees that all changes, extensions of time, alterations, or additions to the terms of the Contract or Specifications for Furnishing and Application of Type II Slurry Seal on Various Marion County Roads are within the scope of the SURETY's undertaking on this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications. Any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications shall automatically increase the obligation of the Surety hereunder in a like amount, provided that such increase shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the Surety.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted.

No right of action shall accrue on this bond to or for the use of any person or corporation other than MARION COUNTY or its heirs, executors, administrators, successors or assigns.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for obligations on this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24th day of June, 2015.

Contractors Bonding and Insurance Co.  
SURETY

By: Charla M. Boadle

Title: Charla M. Boadle, Attorney-In-Fact

818 West Riverside Avenue #800  
Street Address

Spokane WA 99201  
City, State ZIP

509-325-3024  
Phone Number

Blackline, Inc.  
CONTRACTOR

By: GM

Title: GM

13023 NE Hwy 99 #7 PMB 196  
Street Address

Vancouver WA 98686  
City, State ZIP

360-225-1080  
Phone Number

**LABOR AND MATERIALS PAYMENT BOND**

(NOTE: CONTRACTOR MUST USE THIS FORM, NOT A SURETY COMPANY FORM)

KNOW ALL PERSONS BY THESE PRESENTS:

We the Undersigned Blackline, Inc. as PRINCIPAL and Contractors Bonding and Insurance Company a corporation organized and existing under and by virtue of the laws of the state of Illinois, and duly authorized to do surety business in the state of Oregon and named on the current list of approved surety companies acceptable on federal bonds and conforming with the underwriting limitations as published in the Federal Register by the audit staff of the Bureau of Accounts and the U.S. Treasury Department and which carries an "A" rating and is of the appropriate class for the bond amount as determined by Best's Rating System, as SURETY, hereby hold and firmly bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, unto MARION COUNTY, as OBLIGEE, in the sum of One Hundred Four Thousand Nine Hundred Fifty-Six Dollars and Thirty-Two Cents (\$104,956.32) in lawful money of the United States of America, for the payment of that sum for the use and benefit of claimants as defined below.

The condition of this obligation is such that whereas the PRINCIPAL entered into a contract with MARION COUNTY dated June 24, 2014, which contract is hereunto annexed and made a part hereof, for accomplishment of the project described as follows: Furnishing and Application of Type II Slurry Seal on Various Marion County Roads; Contract 2015-701.

NOW THEREFORE, if the PRINCIPAL shall promptly make payments to all persons, firms, subcontractors, corporations and/or others furnishing materials for or performing labor in the prosecution of the Work provided for in the aforesaid Contract, and any authorized extension or modification thereof, including all amounts due for materials, equipment, mechanical repairs, transportation, tools and services consumed or used in connection with the performance of such Work, and for all labor performed in connection with such Work whether by subcontractor or otherwise, and all other requirements imposed by law, then this obligation shall become null and void; otherwise this obligation shall remain in full force and effect, until the expiration of any statutes of limitation or repose applicable to claims against Principal arising out of said Contract or for as long as CONTRACTOR is liable under the Contract, subject, however, to the following conditions:

1. A claimant is as specified in ORS 279C.600 to 279C.620.
2. The above-named PRINCIPAL and SURETY hereby jointly and severally agree with the OBLIGEE and its assigns that every claimant as above-specified, who has not been paid in full, may sue on this bond for the use of such claimant, prosecute the suit to final judgment in accordance with ORS 279C.610 for such sum or sums as may be justly due claimant, and have execution thereon. The OBLIGEE shall not be liable for the payment of any judgment, costs, expenses or attorneys' fees of any such suit.

PROVIDED, FURTHER, that SURETY for the value received, hereby stipulates and agrees that all changes, extensions of time, alterations to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall be within the scope of the SURETY's undertaking on this bond, and SURETY does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the

Specifications. Any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Specifications shall automatically increase the obligation of the SURETY hereunder in a like amount, provided that the total of such increases shall not exceed twenty-five percent (25%) of the original amount of the obligation without the consent of the SURETY.

This obligation shall continue to bind the PRINCIPAL and SURETY, notwithstanding successive payments made hereunder, until the full amount of the obligation is exhausted, or if the full amount of the obligation is not exhausted and no claim is pending resolution, until such time as no further claims can be made pursuant to law with regard to the above-described project, by any claimant specified in ORS 279C.600.

If more than one SURETY is on this bond, each SURETY hereby agrees that it is jointly and severally liable for all obligations of this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 24th day of June, 2015.

Contractors Bonding and Insurance Co.  
SURETY

By: Charla M. Boadle

Title: Charla M. Boadle, Attorney-In-Fact

818 West Riverside Avenue #800  
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360-225-1080  
Phone Number



9025 N. Lindbergh Dr. | Peoria, IL 61615  
Phone: (800)645-2402 | Fax: (309)689-2036

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Charla M. Boadle, Dee Dee Pike, Shawn M. Wilson, Nicholas W. Paget, jointly or severally

in the City of Spokane, State of Washington, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

**RLI Insurance Company** and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 6th day of May, 2015.



State of Illinois }  
County of Peoria } SS

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
[Signature]  
Roy C. Die Vice President

On this 6th day of May, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

[Signature]  
Jacqueline M. Bockler Notary Public



**CERTIFICATE**  
I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 24th day of June, 2015.

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**  
[Signature]  
Roy C. Die Vice President

## SPECIAL PROVISIONS

### Section 00110 - Organization, Conventions, Abbreviations, and Definitions

Comply with Section 00110 of the Standard Specifications modified as follows:

#### 00110.20 Definitions

In the definition of **Bid**, add "also known as Bid Proposal," between "offer," and "binding".

Replace the definition of **Bid Booklet**, with the following: The bound paper version titled "Marion County Public Works Special Provisions" included in the Bid Documents or the electronic version that is available to be downloaded from the County web site that contain the information identified in 00120.10.

In the definition of **Supplemental Drawings**, add "and/or in the Table of Contents of the Project Special Provisions" between "block" and the period at the end of the definition.

### Section 00120 - Bidding Requirements and Procedures

Comply with Section 00120 of the Standard Specifications modified as follows:

**00120.00 Prequalification of Bidders** - Delete this subsection. Prequalification of Bidders is not required

**00120.05 Requests for Solicitation Documents** - Replace the first paragraph with the following:

Bid Documents can be obtained for free by registering on the Oregon Procurement Information Network (ORPIN) at website at <http://orpin.oregon.gov/open.dll/welcome> and clicking on "Browse" and then "Browse Opportunities" and then searching "By Organization" for Marion County opportunities.

Alternatively, bid Documents can be obtained from the Receptionist at Marion County Public Works, Building #1, 5155 Silverton Road NE, Salem, Oregon 97305-3802, 503-588-5036 for a \$25 fee per set.

Delete subparagraphs "(a) Paper Bids" and "(b) Electronic Bids".

**00120.10 Bid Booklet** - Replace this subsection, except for subsection number and title, with the following:

The Bid Booklet may include, but is not limited to the following:

1. Advertisement For Bids
2. Description and location of the proposed Project
3. Notice of any pre-offer conference or mandatory pre-Bid meeting
4. Time, date and location for submitting and opening Bids
5. Project completion time
6. Identification of applicable Standard Specifications, Supplemental Specifications, and Standard Drawings
7. Organization Identification/Responsibility Form
8. Bid Schedule
9. Bid Proposal form
10. Bid Bond form

11. Drug & Alcohol Testing Policy Certification form
12. First-tier Subcontractor Disclosure form
13. Sample Construction Contract form
14. Performance Bond form
15. Labor and Materials Payment Bond form
16. Special Provisions

Other certificates or statements may be bound with the Bid Booklet. Plans, Specifications, and other documents referred to in the Bid Booklet will be considered part of the Solicitation Documents.

**00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids** - Replace the last two sentences in the first paragraph with the following:

The Agency will provide Addenda by publishing them on the ORPIN website at <http://orpin.oregon.gov/open.dll/welcome>.

Replace the second paragraph with the following:

Addenda may be downloaded from the web site and must be included with Bid proposals. Bidders should check the web site weekly until 7 days before Bid Closing and then daily until Bid Closing.

**00120.40(a) General** - Revise the last sentence in the first paragraph to read as follows:

Signatures and initials shall be in ink.

**00120.40(c) Bid Schedule Entries** – Delete the second subparagraph.

**00120.40(e) Bid Guaranty** - Replace this subsection with the following:

**00120.40(e) Proposal Guaranty** - The Bid proposal must be accompanied by a proposal guaranty in the form of a Cashier's Check, Certified Check or Bid Bond, payable to Marion County for an amount at least equal to ten percent (10%) of the Aggregate amount of the Bid proposal, which sum shall be forfeited as fixed and liquidated damages should the Bidder neglect or refuse to enter into a Contract and provide suitable bonds for the faithful performance and payment of labor and Materials of the Work in the event the Contract is awarded to the Bidder.

No Bid proposal will be considered unless accompanied by a proposal guaranty.

The Bid Bond must be executed upon the County's standard proposal bond form, a copy of which is attached to this proposal.

**00120.40(f) Disclosure of First-Tier Subcontractors** – Under the paragraph that begins "The Subcontractor Disclosure Form may be submitted for a paper Bid...", replace the second bullet with the following bullet:

- By removing it from the Bid Booklet, filling it out, signing and dating it in ink, and submitting it separately in a sealed envelope at the address given in 00120.45. The envelope shall be plainly labeled "First-Tier Subcontractors for Marion County Slurry Seal Bid".

Delete all references to FAX and e-mail submission of forms or documents in this subsection.

Delete the paragraph which begins "The subcontractor Disclosure Form may be submitted for an electronic Bid . . .":

Delete the bullets following this paragraph.

Delete the next to last paragraph in this subsection.

**00120.45 Submittal of Bids** - Replace this subsection, except for subsection number and title, with the following:

Bids shall be delivered by hand, Mail, or courier to Tim Beaver, Contract Specialist, c/o the Receptionist at Marion County Public Works, Building 1, 5155 Silverton Road NE, Salem, Oregon 97305. Bids shall be delivered in a sealed envelope (minimum size 9" x 12"), plainly labeled "**Marion County Slurry Seal Bid**". The name and address of the Bidder shall be included on the outside of the sealed envelope.

Bids submitted after the time set for receiving Bids will not be opened or considered. The Agency assumes no responsibility for the receipt and return of late Bids.

If the Disclosure of First-Tier Subcontractors form is submitted separate from the Bid proposal, it shall be submitted as specified in 00120.40(f).

**00120.50 Submitting Bids for More than One Contract** - Delete this subsection.

**00120.60 Revision or Withdrawal of Bids** - Replace this subsection, except for subsection number and title, with the following:

Information entered into the Bid Booklet by the Bidder may be changed or the Bid withdrawn after the Bid has been delivered to the Agency, provided that the changes or withdrawal request is submitted:

- In writing on the Bidder's letterhead and signed by an individual who is authorized to sign the Bid and proof of authorization to sign the Bid accompanies the change request.
- At the location designated for submitting Bids.
- By the time designated for opening Bids.

**00120.70 Rejection of Nonresponsive Bids**

In the fourth bulleted item, replace "Contractor Plans office" with "Agency".

In the sixth bulleted item, delete "(save for changes received by FAX as provided by 00120.60)"

Delete the twelfth and nineteenth bulleted items.

Add the following bulleted item:

- The Agency determines that any Pay Item is significantly unbalanced to the potential detriment of the Agency.

**00120.90 Disqualification of Bidders** - Under the heading that reads "A Bidder will be disqualified if the Bidder has:" delete the first bulleted item.

**00120.91 Rejection of Bid on Grounds of Nonresponsibility of Bidder** - Replace this subsection, except for the subsection number and title, with the following:

The Bid of a Bidder who is found to be nonresponsible according to the criteria listed in 00130.10 or ORS 279C.375(3) will be rejected.

**00120.95 Opportunity for Cooperative Arrangement** – Delete this subsection.

## Section 00130 - Award and Execution of Contract

Comply with Section 00130 of the Standard Specifications modified as follows:

**00130.10 Award of Contract** - Replace the first three paragraphs with the following:

After the Bids are opened and a determination is made that a Contract is to be awarded, the Contract will be awarded by Marion County to the lowest responsible Bidder. The "lowest responsible Bidder" means the lowest Bidder who has substantially complied with all prescribed public bidding procedures and requirements, who is found responsible according to 00120.91 as revised and who has not been disqualified by the State of Oregon.

**The Agency will provide Notice of Intent to Award on the ORPIN website at <http://orpin.oregon.gov/open.dll/welcome>.**

In the fourth paragraph, first bullet, replace "Three working days" with "Seven days".

**00130.15 Right to Protest Award** – In the first sentence in the first paragraph replace "ODOT Procurement Office-Construction" with "Marion County Contract Review Board" and replace "three working days" with "seven days".

**00130.40 Contract Bonds, Certificates, and Registrations** – Replace the sentence that begins "Before the Agency will..." with:

Before the Agency will execute the Contract, the successful Bidder shall furnish the following:

**00130.40(a) Performance and Payment Bonds** - Replace the first sentence in the second paragraph with the following:

The successful Bidder shall use Marion County's bond forms, copies of which are included in the Bid Booklet; a surety's standard performance and Payment Bond forms will not be acceptable.

**00130.40(b) Certificates of Insurance** - Replace the first sentence in the first paragraph with the following:

The successful Bidder shall furnish certificates of liability insurance to Marion County as proof of liability insurance coverages required by 00170.70. Marion County, its officers, agents, and employees shall be named as additional insured under **separate written endorsement**. The certificates and separate endorsement will be required before the Board of Commissioners will execute the Contract. Insurance coverages required under this Contract shall be obtained from insurance companies or entities acceptable to Marion County. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

Delete the second paragraph.

**00130.40(c) Workers' Compensation** - Replace this subsection, except for subsection number and title, with the following:

The successful Bidder shall provide proof to Marion County that the Contractor is registered by the Oregon Workers' Compensation Division either as a carrier-insured employer, a self-insured employer, or is an independent Contractor who will perform the Work on the Project without the assistance of others. Proof will be required before the Board of Commissioners will execute the Contract.

Add the following subsection:

**00130.40(e) Tax Identification Number** - The successful Bidder shall furnish the Agency the Bidder's Federal Tax Identification Number.

**00130.50(a) By the Bidder** - In the first sentence in the first paragraph, replace "ODOT Procurement Office – Construction within 15 Calendar Days after the date on which the Contract booklets are sent or otherwise conveyed to the Bidder under 00130.10" with "the Agency within 10 Calendar Days after the date that the Contract booklets are received by the Bidder".

In the first paragraph, delete the fourth sentence, which begins "Certificates of insurance for coverages."

**00130.50(b) By the Agency** - Replace "seven" with "fourteen" and replace "Attorney General" with "Marion County Legal Counsel".

**00130.70 Release of Bid Guaranties** - Replace this subsection, except for subsection number and title, with the following:

Bid guaranties will be released and returned after the Contract has been awarded.

**00130.80 Project Site Restriction** - Replace this subsection, except for subsection number and title, with the following:

Until the Agency sends the Contractor written Notice to Proceed with the Work, a preconstruction conference has been held, the Contractor has filed the public works bonds required in 00170.20 and any specified start-Work dates have passed, the Contractor shall not have authority to go on the property on which the Work is to be done or to move Materials, Equipment or workers onto that property.

The Contractor will not be entitled to extra compensation because the commencement of Work is delayed by failure of the Agency to send the Contract for execution. However, if more than 21 Calendar Days elapse between the date the Bids are opened and the date the Agency sends the Contract to the Contractor to be executed, the Contractor may apply for an adjustment of Contract Time according to 00180.80(c).

**00130.90 Notice to Proceed** - Replace this subsection, except for subsection number and title, with the following:

Notice to Proceed will be issued after the Contract is fully executed.

The Contractor will not be entitled to extra compensation because the commencement of Work is delayed by failure of the Agency to send the Notice to Proceed. However, if more than 21 Calendar Days elapse between the date the Agency receives from the Contractor the executed Contract together with the other required documents and the date the Agency sends the Notice to Proceed, the Contractor may apply for an adjustment of Contract Time according to 00180.80(c).

### **Section 00140 - Scope of Work**

Comply with Section 00140 of the Standard Specifications modified as follows:

**00140.70 Cost Reduction Proposals** – Delete this subsection.

**00140.90 Final Trimming and Cleanup** - Add the following paragraph between the last bulleted item and the last paragraph:

Cleanup shall accompany the progress of the Work as nearly as practical. The Project will not be regarded as complete until the cleanup has been entirely finished. In the event cleanup has not been completed within the specified Contract Time, the assessment of liquidated damages will be made accordingly.

### Section 00150 - Control of Work

Comply with Section 00150 of the Standard Specifications modified as follows:

**00150.05 Cooperative Arrangements** – Delete this subsection.

**00150.30 Delivery of Notices** - In the first sentence, after "person" add "either" and after "Agency" at the end of the sentence, add "or to the Contractor or the Contractor's representative."

**00150.35(c) Number and Size of Drawings** - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall submit Working Drawings according to one of the following methods:

**(1) Paper Submittal** - For paper submissions, submit four copies of Working Drawings. The submitted copies shall be clear and legible. Drawing dimensions shall be 8 1/2 inches by 11 inches, 11 inches by 17 inches, or 22 inches by 36 inches in size. One copy of the submitted Working Drawings will be returned to the Contractor after processing. The Contractor shall submit such additional number of copies to the Engineer for processing that the Contractor would like to have returned.

**(2) Electronic Submittal** - For electronic submissions consult the Engineer.

**00150.35(d-1) Stamped Working Drawings** - Replace the sentence with the following sentence:

Stamped Working Drawings will be designated as "reviewed" or "reviewed with comments" by the Engineer.

**00150.35(d-2) Unstamped Working Drawings** - Replace the sentence with the following sentence:

Unstamped Working Drawings will be designated on the face of the Drawing, as "approved", "approved as noted", or "returned for correction" by the Engineer.

### Section 00160 - Source of Materials

Comply with Section 00160 of the Standard Specifications modified as follows:

**00160.00 Definitions** – In the first sentence, replace "Section 00160" with "borrow pits and Aggregate sources".

**00160.10 Ordering, Producing, and Furnishing Materials** - Delete the last two sentences, which begin "Upon request..." and "Quantity estimates....".

**00160.10(b) Approval of Quantity of Materials Ordered** - Replace the first paragraph with the following:

The Contractor is cautioned that Materials quantities shown on the Plans, or indicated by quantities and Pay Items, are subject to change or elimination. Unless otherwise specified in the Contract, the Agency will not be responsible for:

**00160.20(a) Buy America** - Delete this subsection. Federal highway funds are not involved in this Project.

### **Section 00165 - Quality of Materials**

Comply with Section 00165 of the Standard Specifications modified as follows:

**00165.03 Testing by Agency** - Delete "its central laboratory, field laboratories, or other" in the first sentence.

**00165.04 Costs of Testing** - Replace the first paragraph with the following:

When the Special Provisions or the Manual of Field Test Procedures indicate that testing may be performed by the Agency and the Agency elects to do that testing, the testing will be at the Agency's expense.

**00165.10(a) Field-Tested Materials** – Add the following paragraph to this subsection:

Material testing will be according to Section 5 of the MFTP for a Type D Project.

**00165.30(c) Acceptance of Field-Tested Materials** - Replace this subsection with the following:

The Contractor's test results for field-tested Materials will be reviewed by the Agency. The Agency, at its discretion, may perform verification testing according to the MFTP. The Agency will accept the Contractor's test results if the following criteria are met:

- All of the specified tests were performed.
- The tests were performed by qualified personnel.
- The accuracy of the Contractor's test results is confirmed by verification testing. (This criterion applies only if the Agency elects to perform verification testing).

If the Agency determines that the Contractor's test results conform to the above criteria and the test results are within the upper and lower tolerances of the specified values for the Materials, then the Materials will be accepted by the Engineer for incorporation in the Work and for payment.

If the Agency determines that the Contractor's test results are not acceptable or are not within the upper and lower tolerances of the specified values for the Materials, the Agency will, at its option, do one or more of the following:

- Require the Contractor to perform further tests at Contractor expense.
- Perform additional testing, the cost of which will be deducted from payment due the Contractor.
- In accordance with 00150.25, reject the Materials or accept the Materials with a price reduction.

**00165.40 Statistical Analysis** - Delete this subsection.

**00165.50 Statistical Acceptance Sampling and Testing** - Delete this subsection and all of its subsections.

**00165.70(c) Contractor's Request for Testing Assistance** - Replace this subsection, except for subsection number and title, with the following:

If acceptable Materials Conformance Documents are not available, the Contractor shall have the necessary tests performed by an independent private laboratory at the Contractor's expense.

## Section 00170 - Legal Relations and Responsibilities

Comply with Section 00170 of the Standard Specifications modified as follows:

**00170.03 Furnishing Right-of-Way and Permits** – Replace the sixth bulleted item with the following:

- Building construction permits, but not including permits for specialty work such as mechanical, plumbing and electrical systems.
- Removal Fill permits
- 1200 C erosion control permits

Delete the seventh bulleted item.

**00170.10(f) Notice of Claim Against Bond** - Replace the first paragraph with the following:

An Entity claiming not to have been paid in full for labor or Materials supplied for the prosecution of the Work may have a right of action first on the Contractor's public works bond and then, for any amount of a claim not satisfied by the public works bond, on the Contractor's bond, cashier's check, or certified check as provided in ORS 279C.600 and ORS 279C.605.

**00170.60 Safety, Health, and Sanitation Provisions** – Add the following paragraphs:

Provide portable chemical toilets for employees in accordance with the following table:

<u>Number of Employees</u>	<u>Minimum Number of Toilets</u>
40 or less	1
More than 40	number of workers divided by 40 and rounded up to the nearest whole number

Each toilet shall have both a toilet seat and a urinal.

Under temporary field conditions, make provisions to assure that not less than one toilet is available at the Project site.

Maintain toilets and toilet areas in good repair and in a clean and sanitary condition.

There will be no separate payment for the toilets; the cost will be considered as incidental to the Pay Items in the Bid Schedule.

**00170.62 Labor Nondiscrimination** - In the first paragraph, insert "applicable" between "all" and "Laws".

**00170.65(c) When No Federal Funds Are Involved** - Replace the first paragraph with the following:

If the Contract exceeds the \$50,000 minimum statutory threshold the Contractor shall pay the wage rates and fringe benefits listed in the Bureau of Labor and Industries publication titled "Prevailing Wage Rates for Public Works Contracts in Oregon", which is incorporated herein by reference.

**00170.65(e) Owner/Operator Data** – At the beginning of the first sentence in the first paragraph, add "If requested by the Engineer,".

In the second sentence in the first paragraph, add "at or" between "provided" and "before".

Add the following paragraph at the end of this subsection:

Failure to provide this information upon request may result in withholding payment as provided in 00195.50(e).

**00170.70(a) Insurance Coverages** – Add the following after the first paragraph:

Insurance Coverages	Combined Single Limit per Occurrence	Annual Aggregate Limit
Commercial General Liability	<u>\$1,500,000</u>	<u>\$2,000,000</u>
Commercial Automobile Liability	<u>\$1,500,000</u>	(Aggregate limit not required)

**00170.70(d) Workers' Compensation** – In the second paragraph, replace “certify in the Contract” with “provide proof to Marion County”.

Add the following at the end of the second paragraph:

Proof will be required before Marion County will execute the Contract.

**00170.70(f) Certificate(s) of Insurance** – Add the following to this subsection:

Marion County, its officers, agents, and employees shall be named as additional insured under **separate written endorsement** for the coverages required under the contract. The certificates and separate endorsement will be required before the Board of Commissioners will execute the Contract.

**00170.82(c) Protection and Restoration of Non-Agency Property and Facilities** - Replace the second sentence in the first paragraph with the following:

The Contractor shall protect known or visible survey monuments and property marks. If such monuments and marks are in danger of being disturbed, damaged or destroyed, the Contractor shall reference their locations. If such monuments and marks are disturbed, damaged or destroyed by the Contractor or its Subcontractor, the Contractor shall, at its expense, replace them at the same level of accuracy as the originals and in a timely manner as directed by the Marion County Surveyor. The Contractor shall have the replacement performed by a registered professional land surveyor. If the Contractor fails to replace monuments and marks in a timely manner, the Engineer may have them replaced. The Engineer will deduct the cost of such replacement from payments due the Contractor. Replacement of hidden and unknown monuments and marks disturbed during the course of necessary Work will be paid according to Section 00196.

### Section 00180 - Prosecution and Progress

Comply with Section 00180 of the Standard Specifications modified as follows:

**00180.21(b) Submittal of Requests** - Replace the first sentence with the following:

The Contractor must submit requests in writing for consent to subcontract any portion of the Contract, at any tier.

Delete the second sentence.

**00180.21(d) Terms of Subcontracts** – In (1), add the following paragraph:

This payment clause shall require the Contractor to return all retainage withheld from the Subcontractor, whether held by the Contractor or the Agency, as specified in 00195.50(d).

In (3), delete the second paragraph.

**00180.40(b) On-Site Work** - Add the following paragraph to the end of the subsection:

The Contractor shall not begin On-Site Work before July 1, 2015 unless approved by the Engineer.

Add the following Subsection:

**00180.40(c) Specific Limitations** - Limitations of operations specified in these Special Provisions include, but are not limited to, the following:

Limitations	Subsection
Contract Completion Time .....	00180.50(h)
Traffic Lane Restrictions .....	00220.40(e)
Holidays and Special Events .....	00220.40(e)

Be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this Subsection.

**00180.41 Project Work Schedules** - In the fourth sentence in the first paragraph, add "shall provide for the passage of traffic with the least practicable interference therewith and" between "schedule" and "shall".

**00180.41 Project Work Schedules** – Add the following paragraph:

The Contractor may submit either a Type "A", Type "B" or Type "C" schedule.

**00180.42 Preconstruction Conference** - Replace this subsection with the following:

The Contractor shall schedule a preconstruction conference with the Engineer prior to the commencement of any Work at a time acceptable to the Engineer. The meeting is to include, but not necessarily to be limited to, representatives of the following groups: Marion County Public Works, Contractor, and Subcontractors and, affected utilities, cities, etc.

At the specified intervals prior to the preconstruction conference, submit to the Engineer, in writing or other acceptable documentary form:

- A traffic control plan according to 00225.05.
- A pollution control plan (PCP) according to 00290.30(b).
- Slurry mix design(s) according to 00706.15
- List of source(s) of Aggregate
- List of material suppliers
- List of Subcontractors
- Work Schedule

**00180.43 Commencement and Performance of Work** - Add the following bulleted items:

- Notify the County 7 Days prior to commencing Work on a Project.

**00180.50(a) General** – Replace this subsection except number and title with the following:

Complete all Work or Pay Items to be done under the Contract before the elapse of the Time for Completion of Work as listed in the Introduction and known as the "Contract Time". (See 00110.20)

**00180.50(c) Beginning of Contract Time** - Replace this subsection with the following:

When the Contract Time is stated in Calendar Days, counting of Contract Calendar Days will begin on the day the Contractor or any Subcontractor, except surveyor, starts "On-Site Work" as defined in 00110.20.

Add the following subsection:

**00180.50(h) Contract Time** – Complete all Work to be done under the Contract as specified in the Introduction under Time for Completion of Work.

**00180.85(b) Liquidated Damages** - Replace the first paragraph with the following:

Marion County will sustain damage if the Work required under the Contract is not completed within the specified Contract Time. The actual damage the County will sustain will be impossible to accurately determine. Therefore, the Contractor agrees to pay to the County, not as a penalty but as liquidated damages the following:

- (1) The amount of \$300 for each Calendar Day used in excess of the Contract Time or adjusted Contract Time for all Work under the Contract.

Calendar Day amounts are applicable when the Contract Time is expressed on the Calendar Day or fixed date basis.

#### **Section 00190 - Measurement of Pay Quantities**

Comply with Section 00190 of the Standard Specifications.

#### **Section 00195 - Payment**

Comply with Section 00195 of the Standard Specifications modified as follows:

**00195.12 Steel Material Price Escalation/De-Escalation Clause** – Delete this subsection and all of its subsections.

**00195.20(b) Significant Changed Work** - Delete the last paragraph.

Add the following paragraphs:

The term "significantly alter" will apply only to the following circumstances:

- When the character of the Work as altered differs materially in kind, nature, or unit cost from that involved or included in the original proposed construction, and
- The bid item under consideration had an original Contract value greater than 10% of the Contract amount, and
- When the final quantity of the item of Work, as defined herein, is more than 125% or less than 75% of the original Contract item quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of original Contract item quantity, or in case of a decrease below 75%, to the actual amount of Work performed.

**00195.50(a-2) Value of Materials on Hand** - Replace "will" with "may".

**00195.50(b) Retainage** – In the first sentence, replace "2.5%" with "5%".

Delete the second sentence, which begins "If the Agency...".

**00195.50(c-1) Cash, Alternate A** - In the paragraph that begins "Any retainage withheld on...", replace "00195.90(d)" with "00195.50(d)".

**00195.50(c-2) Cash, Alternate B (Retainage Surety Bond)** – In the first sentence in the second paragraph, delete "up to".

**00195.60(a-3) Responsibility for Protection** – In the second paragraph, between "stored," and "the", add "the Contractor may replace them or".

### **Section 00197 - Payment for Force Account Work**

Comply with Section 00197 of the Standard Specifications.

### **Section 00199 - Disagreements, Protests, and Claims**

Comply with Section 00199 of the Standard Specifications modified as follows:

**00199.30(b) Claims Requirements** - Replace this subsection, except for subsection number and title, with the following:

At any time during the progress of the Work, but not later than 15 Calendar Days following the date of the Second Notification, the Contractor shall submit to the Engineer claims for compensation additional to that specified in the Contract. For a claim not submitted within the 15 day limit, that has not met the requirements of 00199.20, or is not filed as provided in 00199.30, the Contractor waives any claim for additional compensation or for a combination of additional compensation and Contract Time, and the Agency may reject the claim.

To be considered, claims for compensation shall be completed according to 00199.30 and shall be submitted with the information and in the format and labeled as required below for each claimed issue:

**(1) Executive Summary** (page ES -1 through page ES -?)

In the Executive Summary include a detailed, factual statement of the claim for additional compensation and Contract Time, if any, with necessary dates and locations of Work involved in the claim, the dates of when the event arose and when notice was given to the Agency. Also, include detailed facts supporting the Contractor's position relative to the Engineer's decision (see 00199.20(f));

**(2) Copies of the Contract Specifications** that support the Contractor's claim (page Spec -1 through page Spec -?);

**(3) Theory of entitlement** (page TOE -1 through page TOE -?)

Include a narrative of how or why the specific Contract Specifications support the claim and a statement of the reasons why such Specifications support the claim;

**(4) Itemized list of claimed amounts** (page CDA -1 through page CDA -?)

Claimed damages that resulted from the event with a narrative of the theories and documents used to arrive at the value of the damages;

**(5) Contract Time Aspect** (page CTA -1 through page CTA -?)

If Contract Time is included in the claim, submit a copy of the schedule that was in effect when the event occurred and a detailed narrative, which explains how the event impacted Contract Time. In addition, if an Agency-caused delay is claimed:

- Include the specific days and dates under claim,
- Provide detailed facts about the specific acts or omissions of the Agency that allegedly caused the delay, and the specific reasons why the resulting delay was unreasonable, and
- A schedule analysis that accurately describes the impacts of the claimed delay;

**(6) Copies of actual expense records (page EXP -1 through page EXP -?)**

Include documents that contain the detailed records and which support and total to the exact amount of additional compensation sought. Include the information and calculations necessary to support that amount. That amount may be calculated on the basis of Section 00197, if applicable, or may be calculated using direct and indirect costs presented in the following categories:

- Direct Materials,
- Direct Equipment. The rate claimed for each piece of Equipment shall not exceed the actual cost. In the absence of actual Equipment costs, the Equipment rates shall not exceed 75% of those calculated under the provisions of 00197.20. For each piece of Equipment, the Contractor shall include a detailed description of the Equipment and attachments, specific days and dates of use or standby, and specific hours of use or standby,
- Direct labor,
- Job overhead,
- General and administrative overhead, and
- Other categories as specified by the Contractor or the Agency; and

**(7) Copies of, or excerpts from, any documents that support the claim, such as manuals standard to the industry and used by the Contractor, other than Agency documents and documents previously furnished to the Engineer by the Contractor;**

**(8) If the claim includes Work done or costs incurred by a Subcontractor, Materials supplier, or any Entity other than the Contractor, the following are required:**

- Data required by the other Subsections of 00199.30(b);
- Copy of the Contractor's separate analysis and evaluation;
- Copy of the Contractor's independent review and analysis of the amount of damages sought; and

**(9) Include any daily reports or diaries related to the event, photographs or other media that help explain the issue or event (optional), or all other information the Contractor chooses to provide (optional);**

**00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies** - In the third sentence in the first paragraph, replace "four" with "three" and replace "(e)" with "(d)".

**00199.40(b) Step 1: Region Level Review** - In the title of this subsection, replace "Region" with "Department".

In the first sentence in the first paragraph, replace "Region-level reviewer" with "Marion County Director of Public Works (Director)".

In the second paragraph, replace "Region-level reviewer" with "Director" and replace "reviewer" with "Director".

In the third paragraph, replace "Region-level reviewer" with "Director".

Replace the fourth paragraph with the following:

If the Contractor does not accept the Step 1 decision, the Contractor may request in writing a review at Step 2 (See 00199.40(c) below).

**00199.40(c) Step 2: Agency Level Review** - In the title of this subsection, add "Contract Review Board" between "Agency" and "Level".

Replace the first paragraph with the following:

The Contractor shall send a written notice of claim to the Marion County Contract Review Board through the Marion County Contracts Officer prior to the Contract expiration date.

Delete the second, third and fourth paragraphs.

**00199.40(d) Step 3: Arbitration; Claims Review Board:** - Delete this subsection and all of its associated subsections (00199.40(d-1), 00199.40(d-2) and 00199.40(d-3)).

**00199.40(e) Step 4: Litigation** - In the title of this subsection, replace "e" with "d" and replace "4" with "3".

In the first paragraph, replace the first sentence, which reads "This step applies to:" and the three bulleted items with "This step applies to appeals of Marion County Contract Review Board decisions issued under Step 2 at 00199.40(c).

In the second sentence in the last paragraph, replace "the State of Oregon" with "Marion County, Oregon".

### **Section 00210 - Mobilization**

Comply with Section 00210 of the Standard Specifications.

### **Section 00220 - Accommodations for Public Traffic**

Comply with Section 00220 of the Standard Specifications modified as follows:

**00220.02 Public Safety and Mobility** – Add the following bullet items:

- Allow incident response units immediate passage at all times.
- Provide adjacent property owners with adequate information about the Project, including descriptions of activities that will impact them and the dates of construction. Coordinate with them to minimize adverse impacts.

Marion County will provide preliminary notification of the planned Project to adjacent property owners. However, the notification will contain general information only and will contain no statement of facts concerning the actual dates of construction or activities of the Contractor that will impact them.

- Do not place work zone signs or supports that will block existing walkways or existing bikeways.

**00220.40(e-1) Weekdays** - Replace this subsection with the following:

**00220.40(e-1) Weekday Requirements for Lane Closure** – Roads may be closed only during the days and hours specified below:

During working hours Monday through Friday:

- 8:00 a.m. to 4:30 p.m.

**00220.40(e-2) Weekends** – Replace this subsection, except for subsection number and title, with the following:

Do not close any traffic lanes between the hours of 4:30 p.m. on Friday and midnight on Sunday unless approved in writing by the Agency and shown on the project schedule.

**00220.60(a-1) Contractor Responsibility** - Replace the bullet that begins, "Keep roads, streets, bikeways..." with the following bullet:

- Keep surfaces being used by public traffic free of all dirt, mud, gravel, materials, or other debris.

### **Section 00225 - Work Zone Traffic Control**

**00225.02 General Requirements** – Add the following after the last paragraph of this subsection:

Protect traffic by using the appropriate configurations as detailed on Standard Drawings TM820, TM840, TM841 and TM850 or as modified by the supplemental drawings

Traffic Control Signs may be set one hour prior to the work shift and must be removed by one hour after the work shift. Turn "BE PREPARED TO STOP" and "FLAGGER AHEAD" sign when flaggers are not in position.

**00225.05 Contractor Traffic Control Plan** – Replace the first paragraph of this subsection with the following:

The Contractor will be allowed to use the Agency's TCP, modify the Agency's TCP, or use a different TCP. Submit the following, for approval, five Calendar Days before the preconstruction conference:

**(a) Agency or Contractor TCP** - If the Agency's TCP is used without modification, a written notification indicating that the Agency's TCP will be used without modification. If the Contractor will be using a modified Agency TCP, or if the Contractor will not be using the Agency TCP, include the following:

- Proposed TCP showing all TCM and quantities of all TCD.
- Proposed order and duration of the TCM.
- A detailed temporary striping plan.

**00225.11 Temporary Signage** - Replace the sentence that begins "Furnish new or acceptable temporary signs..." with the following sentence:

Use temporary signs meeting the requirements of the "Acceptable" category shown in the American Traffic Safety Services Association (ATSSA) "Quality Standards For Work Zone Traffic Control Devices" handbook and the following:

**00225.80 Measurement** – Replace this Section, except for subsection number and title, with the following:

All work covered under this Section will be measured by the following method:

- **Method "C" Incidental Basis** – Under this method, no measurement of quantities will be made.

**00225.90 Payment** – Replace this subsection, except for subsection number and title, with the following:

All work zone traffic control will be considered incidental and no separate payment will be made.

### **Section 00280 - Erosion and Sediment Control**

Comply with Section 00280 of the Standard Specifications modified as follows:

**00280.00 Scope** - Replace the second paragraph with the following:

No erosion or sediment control is anticipated for the construction work shown. If erosion control is required by the Contractor's methods of operations and scheduling, identify and describe appropriate erosion control measures as part of the Pollution Control Plan requirements of 00290.30(b).

**00280.02 Erosion and Sediment Control Plan on Agency Controlled Lands** - Replace references to "the Agency's Erosion Control Manual" with "ODOT's Erosion and Sediment Control Field Manual".

**00280.92 Incidental Basis** - Add this subsection.

When the Schedule of Items does not indicate payment for Erosion Control, Erosion Control will be considered incidental to the work and no separate or additional payment will be made.

### **Section 00290 - Environmental Protection**

Comply with Section 00290 of the Standard Specifications modified as follows:

**00290.20(c-3-e) Disposal on Agency-Owned Lands** - Replace this subsection, except for subsection number and title, with the following:

Do not dispose of materials within the limits of the Project or on Agency-owned or Agency-controlled lands.

**00290.20(f) Off Site Disposal** - Add the following before the last sentence:

The agreement must contain a statement that specifically absolves Marion County from all responsibility and holds the county harmless from all consequences related to the Contractors use of the property.

**00290.20(g) Spills and Releases** - In the paragraph that begins "Obtain a response agreement..." replace the term "29 CFR 1920.120" with the term "29 CFR 1910.120". Replace the second paragraph, that begins "In the event...", with the following paragraph:

In the event of a spill or release of a hazardous substance or hazardous waste or the release of any other material that has the potential to harm human health or the environment, do the following:

**00290.30(b) Pollution Control Plan (PCP)** – Replace the last bullet with the following:

- Include Best Management Practices as outlined in Marion County's Best Management Practices for Clean Water Crew Manual 2009, available at: <http://www.co.marion.or.us/NR/rdonlyres/FEB0411C-1575-4B6D-B5E5-40D19087EDA2/41311/BMPCrewManual091.pdf> (May be by reference)

### Section 00706 - Emulsified Asphalt Slurry Seal Surfacing

Comply with Section 00706 of the Standard Specifications supplemented and/or modified as follows:

**00706.16 Tolerances and Limits** - In bullet point four, replace "plus or minus 2 inches," with "plus or minus 0.2 inches."

**00706.17 (b) Slurry Seal Production (Gradation)** - Replace bullet points with the following:

- **Stockpile** - As requested by Engineer.
- **Tanker** - As requested by Engineer.
- **Mixture** - To be taken directly out of pugmill as requested by Engineer.

**00706.22 Spreading Equipment - Spreader Box** - Add the following to the end of this subsection:

At no time shall the drags or strike off blades be cleaned on a public street without a suitable material barrier below them. Any excess material that falls off the slurry seal equipment during transit shall be swept up and removed to the Engineer's satisfaction before continuation of laydown is permitted.

**00706.30 Quality Control Personnel** - Delete this subsection.

**00706.40 Weather Limitations** - Add the following sentence to the beginning of this subsection:

The slurry seal may be applied if weather is forecasted to a high of greater than 70° F, humidity less than 70%, and chance of rain less than 10%.

**00706.41 Preparation of Surface** - Delete items (a), (b), (c) and (d) from this subsection.

**00706.42 General** - Add the following paragraph to the beginning of this subsection:

Slurry seal shall only be placed between the hours of 8:00 a.m. and 2:30 p.m. and during road closure days specified in 00220.40 (e) and (f) unless authorized by the Engineer.

**00706.44 Applying Slurry Seal Sample Strip** - Add the following sentence to the beginning of this subsection:

Apply a sample strip if requested by the Engineer.

**00706.45 Joints** - Replace the sentence that begins with "In the case of a concrete gutter" with:

The joint between the asphalt and concrete gutters shall be sealed by overlapping the slurry by no more than one to two inches.

In the sentence that begins with "Remove any overlap," insert the word "excess" after "any".

Add the following sentence to the end of this subsection:

Building paper or other suitable material shall be placed at transverse joints and over previously placed slurry seal to avoid double placement of slurry seal and aid in creating a neat appearance.

**00706.47 Curing** - Replace the first sentence of this subsection with the following:

The rate of slurry seal curing shall be such that the street will be opened to traffic within 3 hours after application without tracking or damage to the surface.

**00706.49 Cleanup** - Add the following paragraph to the end of this subsection:

Excess slurry on curbing, ADA ramps and driveways shall be avoided. Excess shall be removed satisfactorily to the Engineer. Address numbers painted on curbs shall be repainted and restored to original condition or better if obscured by the slurry. All excess slurry clean up work shall be completed by the end of the day.

**00706.51 Provision for Traffic** - Replace the first sentence with the following paragraph:

The Contractor shall notify residents and business owners 48 hours or 2 working days, whichever is greater, prior to placing slurry seal. Notification shall be written information about the project, including descriptions of activities that will occur and the dates of construction, and signs indicating no parking areas. The signs must specify date and time of parking, access, traffic lane, or street closure. The Contractor shall coordinate with impacted owners and residents to minimize adverse impacts. If a schedule change occurs, re-notify following the same process.

PROJECT SUMMARY LIST  
for  
FURNISHING AND APPLYING TYPE II SLURRY SEAL ON VARIOUS COUNTY ROADS  
MARION COUNTY, OREGON  
Contract 2015-701

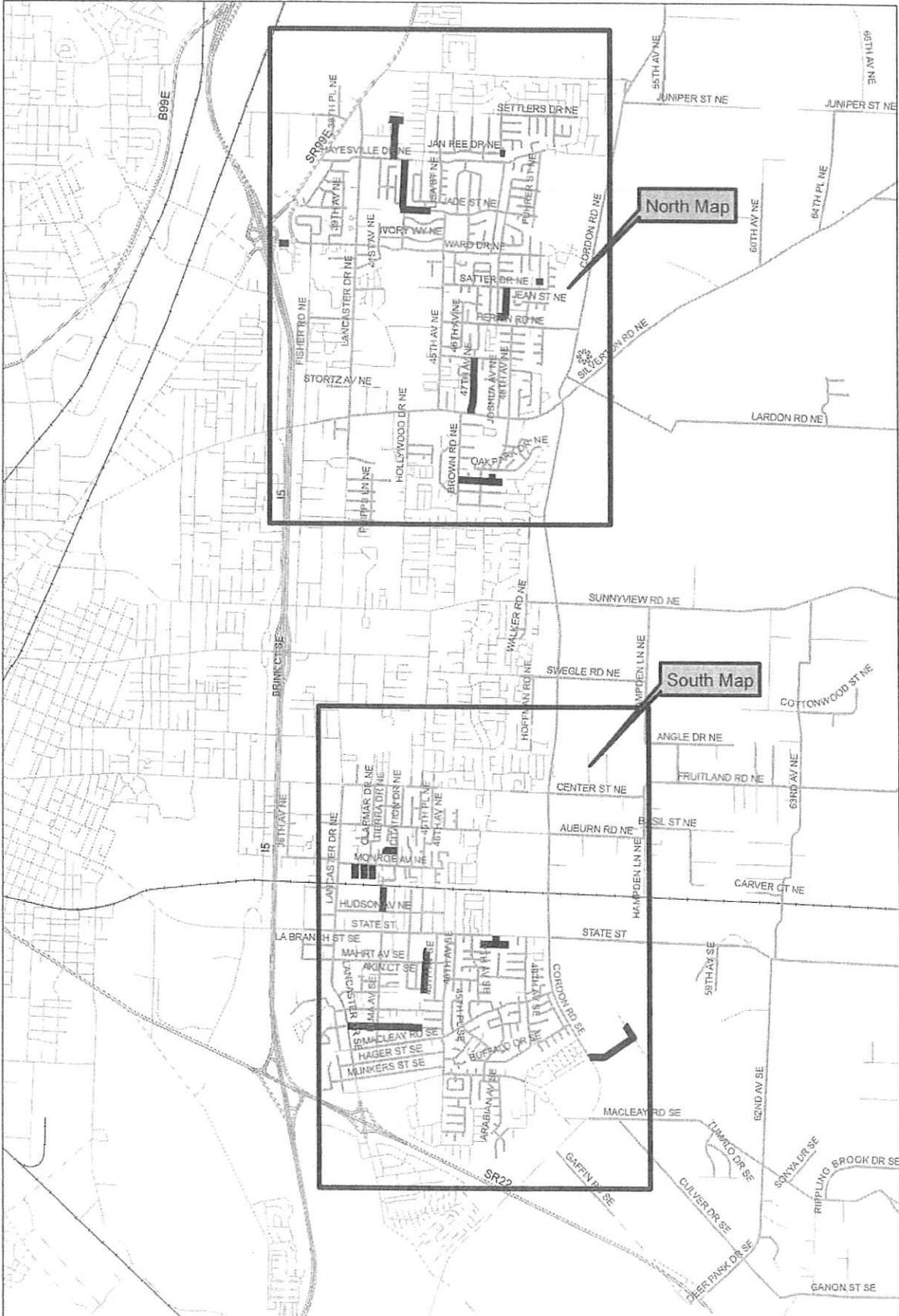
RoadName	Begin Location	End Location	Length (Feet)	Width (Feet)	Square Yards
47TH AV NE	SESAME ST	SILVERTON RD	1,559	34	5,955
AARON CT NE	MONROE AVE	CUL-DE-SAC	475	34	2,051
ANNETTE CT NE	MONROE AVE	CUL-DE-SAC	475	34	2,042
BRINK AV SE	DEAD END	MAHRT AVE SE	897	34	3,400
BRINK CT SE	MAHRT AVE SE	CUL-DE-SAC	364	28	1,361
CAPLINGER RD SE	CORDON RD	END OF PAVEMENT	1,947	20	4,347
COUGAR CT SE	STATE ST	E & W COUGAR CT	228	34	914
COUGAR CT SE	W CUL-DE-SAC (OFF STATE ST)	E CUL-DE-SAC	919	34	3,929
ELLA LN NE	GLENDALE AV	DEAD END	211	34	820
ELMA AV NE	HUDSON AVE	DEAD END	739	22	1,820
GERANIUM AV NE	CURRANT LN NE	MINNO LN NE	410	27	1,241
GLENDALE AV NE	BROWN RD	SALEM CL	1,320	34	5,001
GLENWOOD DR SE	LANCASTER DR	CURB SECTION	2,217	22	5,460
GREAT PLAINS DR NE	129 FT N OF SATTER DR	#4256 GREAT PLAINS DR NE	195	31	672
HOMER RD NE	HAYESVILLE DR	GERANIUM AV	1,135	28	3,573
JADE ST NE	DEAD END (E. OF REIMANN ST)	#4357 JADE ST	950	34	3,633
JAN REE CT NE	BONANZA DR	CUL-DE-SAC	161	29	626
PENTICTON CR NE	47TH AVE	SATTER DR	1,108	34	4,495
REIMANN ST NE	JADE ST	HAYESVILLE DR	1,435	34	5,432
SNOOPY CT NE	SNOOPY LN	CUL-DE-SAC	528	34	1,995
WARD CT NE	CUL DE SAC	E. LOT LINE 3363	328	36	1,661
WHITESSELL CT NE	MONROE AVE	CUL-DE-SAC	475	34	2,046

SUM 62,474



# Marion County, Oregon 2015 Slurry Seal: Vicinity

2015 Slurry





# Marion County, Oregon 2015 Slurry Seal: North

— 2015 Slurry

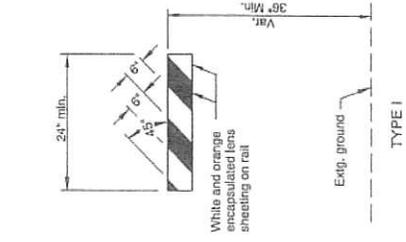
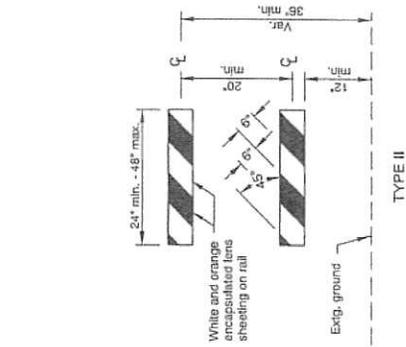
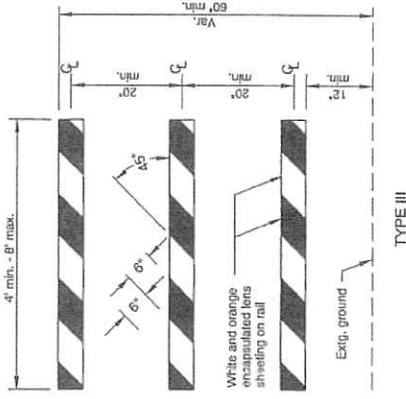




# Marion County, Oregon 2015 Slurry Seal: South

2015 Slurry





- GENERAL NOTES FOR ALL DETAILS:**
- All non-reflectized surfaces shall be white.
  - Sandbags (approximately 25 lb sack filled with sand) may be placed on lower frame to provide additional ballast.
  - Ballast shall not extend above bottom rail or be suspended from barricade.
  - For rails less than 36" long, 4" wide stripes shall be used.
  - Rules must be 8" min. to 12" max. in height.
  - Use barricades from ODOT Qualified Products List (QPL).
  - Use 4" Type III barricades where horizontal space is limited.
  - Do not block bike lanes or shoulders used by bicycles unless facility is properly closed and signed.
  - Do not place barricades in sidewalks unless sidewalk is closed and signed according to the TCP. See Dwg. No. TM 844



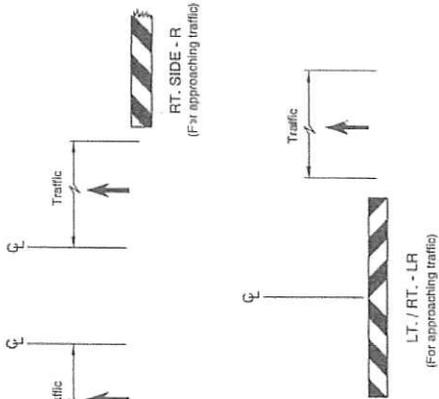
**BARRICADE NOTATION**

BASELINE REPORT DATE	01-JUL-2014
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications	
<b>OREGON STANDARD DRAWINGS</b>	
<b>TEMPORARY BARRICADES</b>	
DATE	2015
REVISION DESCRIPTION	

The selection and use of this Standard Drawing, while designed in accordance with generally accepted engineering principles and practices, is the sole responsibility of the user and should not be used without consulting a Registered Professional Engineer.

**BARRICADE RAIL LAYOUT**

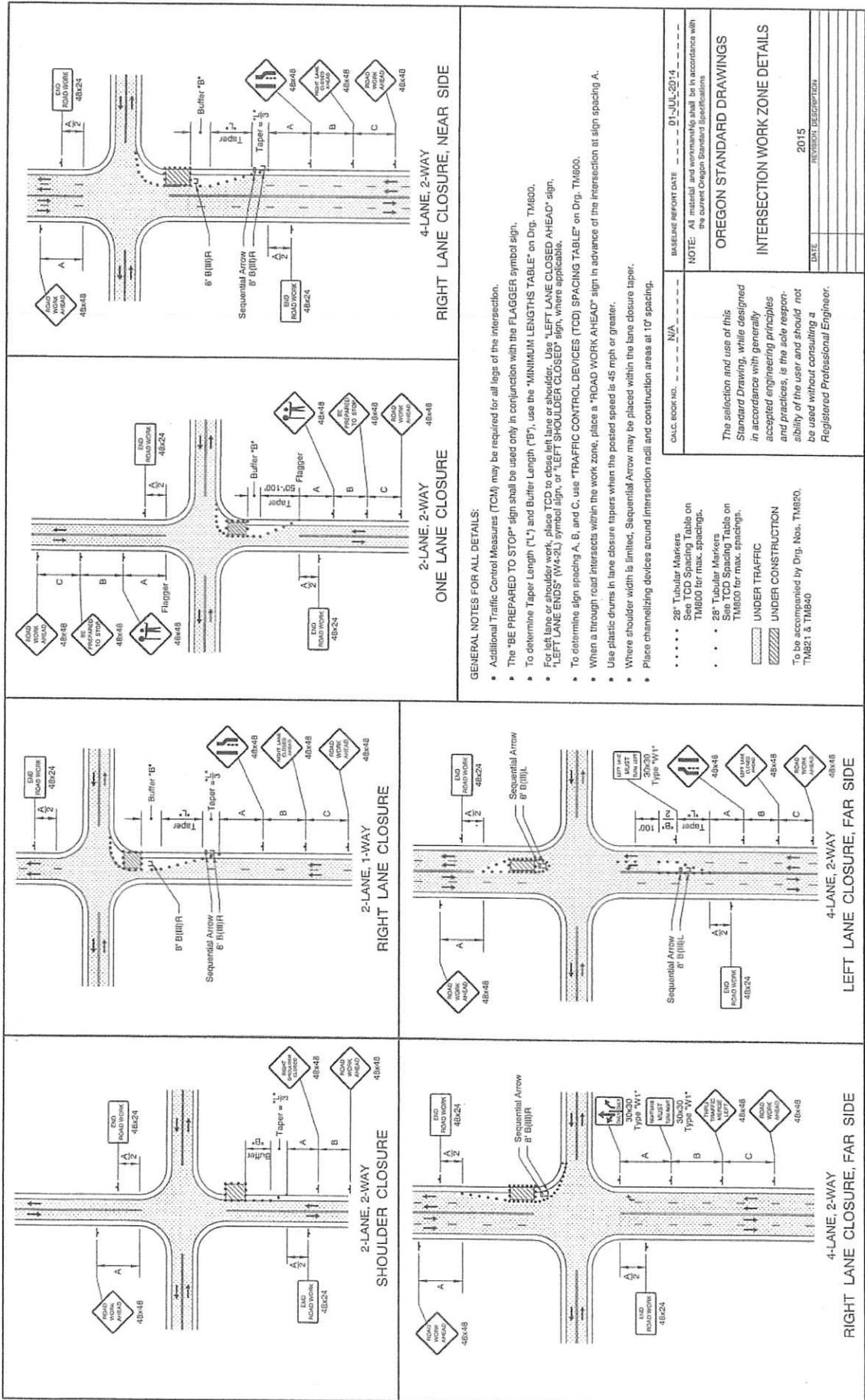
- NOTES:**
- Markings for barricade rails shall slope downward at an angle of 45° in the direction traffic is to pass.
  - Where a barricade extends entirely across a roadway, it is desirable that the stripes slope downward in the direction toward which traffic must turn in detouring.
  - Where both right and left turns are provided for, slope the chevron striping downward in both directions from the center of the barricade.
  - For full roadway closures, the C or LR barricade may be used. Exposed barricades completely across roadway unless access is required for local road users.



**DIAGRAM FOR BARRICADE PLACEMENT AND SLOPE MARKING**

**Effective Date: February 1, 2015 - May 31, 2015** TM820





tm841.dgn 01-JUL-2014

TM841

GENERAL NOTES FOR ALL DETAILS:

- Additional Traffic Control Measures (TCM) may be required for all legs of the intersection.
- The "BE PREPARED TO STOP" sign shall be used only in conjunction with the FLAGGER symbol sign.
- To determine Taper Length ("L") and Buffer Length ("B"), use the "MINIMUM LENGTHS TABLE" on Dwg. TM800.
- For left lane or shoulder work, place TCD to close left lane or shoulder. Use "LEFT LANE CLOSED AHEAD" sign, "LEFT LANE ENDS" (W4-2L) symbol sign, or "LEFT SHOULDER CLOSED" sign, where applicable.
- To determine sign spacing A, B, and C, use "TRAFFIC CONTROL DEVICES (TCD) SPACING TABLE" on Dwg. TM800.
- When a through road intersects within the work zone, place a "ROAD WORK AHEAD" sign in advance of the intersection at sign spacing A.
- Use plastic drums in lane closure tapers when the posted speed is 45 mph or greater.
- Where shoulder width is limited, Sequential Arrow may be placed within the lane closure taper.
- Place channelizing devices around intersection radii and construction areas at 10' spacing.

- 28" Tubular Markers  
See TCD Spacing Table on TM800 for max. spacings.
  - 28" Tubular Markers  
See TCD Spacing Table on TM800 for max. spacings.
  - UNDER TRAFFIC
  - UNDER CONSTRUCTION
- To be accompanied by Dwg. Nos. TM820, TM821 & TM840

DATE: 01-JUL-2014	BASELINE REPORT DATE: 01-JUL-2014
NOTE: All material and workmanship shall be in accordance with the current Oregon Standard Specifications.	
<b>OREGON STANDARD DRAWINGS</b>	
<b>INTERSECTION WORK ZONE DETAILS</b>	
DATE: 2015	REVISION DESCRIPTION:

Effective Date: February 1, 2015 - May 31, 2015 TM841



July 1<sup>st</sup>, 2015

Public Works Dept  
City of Hubbard  
Attn: Jaime Estrada

Re: Mowing between D and G St

Greetings Jaime,

I know I'd brought up the issue of mowing in one of the previous council meetings. I've looked over the situation again, and want to again request that there be some sort of agreement or consideration for the city to mow the property abutting 3<sup>rd</sup> St, between D and G St.

The city is currently mowing acres of field and property owned by Union Pacific. A strip of this lies just to the east of the subject parcel. You mow large areas to the north and south of the subject parcel. From my recollection, the city has a "beautification agreement" signed with UP. I don't know exactly how this is beneficial, but I know the agreement exists.

I purchased this area discussed from UP several years back. I now own a portion as does Trish Kennedy. The unmowed areas in this strip are relatively insignificant when noting the space that's being mowed for UP. I've paid taxes on this area for years now, and allow the businesses and others to park there without restriction. The public use there dwarfs any use of the areas you currently mow for UP.

Based on the use by the public and the fact that the city mows so much directly around this property, I would ask that the subject also be mowed by the city. If I need to sign a similar agreement, I'd be happy to look at that option. Trish has also contacted me about this, and I believe she would be willing to enter into an agreement as well if that is what's required. As the grass is dying off in the heat, I doubt that this will need much attention in the summer months. Please feel free to contact me with any questions.

Kind Regards,

Matt Kennedy  
[Homes@mattkennedy.com](mailto:Homes@mattkennedy.com)  
503-314-7086



# Oregon

Kate Brown, Governor

## Government Ethics Commission

3218 Pringle Rd SE Ste 220

Salem, OR 97302-1544

Telephone: 503-378-5105

Fax: 503-373-1456

E-mail: [ogec.mail@oregon.gov](mailto:ogec.mail@oregon.gov)

Web Site: [www.oregon.gov/ogec](http://www.oregon.gov/ogec)

July 22, 2015

Melinda Olinger  
Hubbard Public Works  
P.O. Box 380  
Hubbard, Oregon 97032

Dear Ms. Olinger:

This letter of advice is provided in response to your request received on July 7, 2015, which presented a question regarding any Government Ethics issues that may arise from the City of Hubbard entering an agreement to mow private property owned by a City Council Member at no cost. The analysis and advice to follow is offered under the authority granted in ORS 244.284 as guidance on how the current provisions of Oregon Government Ethics law may apply to the specific circumstances you have presented.

To clarify, Union Pacific and the City of Hubbard have continually maintained an ongoing "beautification agreement" since 1998 whereby the City is responsible for mowing Union Pacific's right-of-way. A Hubbard City Councilor recently purchased a portion of this right-of-way from Union Pacific. Although the City still mows the land belonging to Union Pacific, it discontinued mowing the portion that was sold to the City Councilor once the property changed hands. However, because the City Councilor permits the general public to park on his part of the property for free, he would like to enter a similar agreement with the City to begin mowing it again. City Council must approve the agreement. No other such agreements currently exist between the City of Hubbard and private citizens who own property.

You have requested guidance on whether: "[a]ssuming the Councilor abstains from any Council meeting discussions, votes, etc. regarding this topic, would the City be violating" Oregon Government Ethics by entering into such an agreement?

In response to whether "the City" could be in violation, the answer is no. Oregon Government Ethics law does not authorize governance over the actions of public bodies or governing bodies as a whole, nor does any provision extend vicariously to penalize a public official who is responsible for another public official who is the subject of a violation. Rather, Oregon Government Ethics law applies directly to individual public officials (ORS 244.020(14)) whose actions and decisions could



result in personal financial benefits to themselves (as well as their relatives (ORS 244.020(15)), household members (ORS 244.020(10)), or business associations (ORS 244.020(2)-(3))).

As for the question of whether the City Councilor could be at risk of violating Oregon Government Ethics by entering into an agreement with the City as discussed above, it appears that Conflict of Interest (ORS 244.020(1) & (12)) and Prohibited Use of Office (ORS 244.040(1)) issues may arise.

As you may already be aware, Oregon Government Ethics law recognizes two kinds of Conflicts of Interest, "Actual" (ORS 244.020(1)) and "Potential" (ORS 244.020(12)), and the difference is determined by the words "would" and "could", respectively. More specifically, an Actual or Potential Conflict of Interest arises anytime a public official, while acting in an official capacity, participates in any action or decision that "would" (Actual Conflict) or "could" (Potential Conflict) result in private financial benefit or avoidance of detriment for the official, a relative, or any business with which either is associated. Any time an elected public official such as a City Councilor *is* faced with a Conflict of Interest, ORS 244.120(2) dictates: The conflicted public official must publicly announce the nature of the conflict of interest. Furthermore, when it is an Actual Conflict of Interest, the public official must refrain from participating in any official action, decision, or recommendation on the issue giving rise to conflict.

The situation presented in your inquiry will create an Actual Conflict of Interest for the City Councilor if he is faced with participating in a City Council action, decision, or recommendation on the issue of the City mowing his property. This is because he "would" stand to avoid the financial detriment of either incurring the cost of mowing or realizing the consequential cost of not keeping up the property. In order to properly dispose of the Actual Conflict, the City Councilor must publicly announce the nature of the conflict each time the issue arises. It would be sufficient for him to verbally state the conflict on the record at each City Council meeting the issue will be discussed, before it is discussed. He must also refrain from any City Council actions, decisions, or recommendations regarding the matter.

However, compliance with the Conflict of Interest provisions does not bar risk of violating other Oregon Government Ethics laws (ORS 244.120(7)). As such, the Prohibited Use of Office statute at ORS 244.040(1) might also bear relevant mention in this instance. It states that a public official is prohibited from using or attempting to use the public position to obtain financial benefits personally, or for relatives, household members, or any business with which any of them are associated, if the benefit would not be available if not for the public official holding the public position or office.

M. Olinger  
7/22/2015  
Page 3

Whether the circumstances presented would rise to the level of violating the Use of Office prohibition is somewhat unclear. The provision would clearly prohibit the City Councilor from having any influence among other members of City Council in obtaining the benefit. However, nothing in Oregon Government Ethics law expressly prohibits a public official from standing before his own governing body to make requests as a private citizen. If this matter were brought before the Commission, the question would appear to hinge on the facts relevant to determining whether the arrangement would be available to the City Councilor if not for holding his position on the City Council. That the City maintains no other such agreements with other property-owning members of the general public may be one such factor, as would looking at whether similar property care-taking agreements have been requested and considered by the City in the past.

If you have any additional questions regarding the application of Oregon Government Ethics law in this matter, please feel free to contact me directly.

Sincerely,



Ronald A. Bersin  
Executive Director

RAB/hw

\*\*\*\*\*DISCLAIMER\*\*\*\*\*

This staff advice is provided under the authority given in ORS 244.284(1). This opinion offers guidance on how Oregon Government Ethics law may apply to the specific facts described in your request. This opinion is based on my understanding and analysis of the specific circumstances you described and should not be applied to circumstances that differ from those discussed in this request.

# Bank Reconciliation

## Checks By Date



City of  
Hubbard, OR

3720 2nd Street  
P.O. Box 380  
Hubbard, OR 97032

07/06/2015 - 10:45 AM

User: kari kurtz

Cleared and Not Cleared Checks

Check No	Check Date	Name	Comment	ModuleVoid	Clear Date	Amount
6040	06/10/2015	Blackline, Inc		AP		63,600.00
6041	06/10/2015	BlackPoint IT Services		AP		562.50
6042	06/10/2015	Blumenthal Uniforms & Equipmen		AP		667.50
6043	06/10/2015	Chief Supply		AP		43.99
6044	06/10/2015	City of Woodburn		AP		2,839.25
6045	06/10/2015	Covanta Energy, LLC		AP		31.35
6046	06/10/2015	Dryden Electric, Inc.		AP		787.95
6047	06/10/2015	Grundfos CBS Inc		AP		1,665.00
6048	06/10/2015	GW Hardware Center		AP		144.25
6049	06/10/2015	GW Sweeping, Inc.		AP		829.75
6050	06/10/2015	Hattenhauer Energy Co		AP		60.55
6051	06/10/2015	Brenda Hidalgo		AP		115.00
6052	06/10/2015	Hillside Church		AP		50.00
6053	06/10/2015	Idexx Distribution Corp.		AP		29.02
6054	06/10/2015	LGPI		AP		1,287.00
6055	06/10/2015	Marion County Treasury Dept		AP		285.60
6056	06/10/2015	NAPA Davison Auto Parts		AP		6.53
6057	06/10/2015	Net Assets		AP		50.00
6058	06/10/2015	North Santiam Paving Co		AP		60,950.00
6059	06/10/2015	Office Depot		AP		62.50
6060	06/10/2015	OGFOA		AP		105.00
6061	06/10/2015	One Call Concepts, Inc.		AP		68.25
6062	06/10/2015	Oregon Dept of Revenue		AP		1,256.63
6063	06/10/2015	OVS		AP		29.90
6064	06/10/2015	Pacific Office Automation		AP		38.58
6065	06/10/2015	PGE- Portland General Electric		AP		6,483.00
6066	06/10/2015	Portland Tribune		AP		247.50
6067	06/10/2015	Profectus, INC.		AP		396.63
6068	06/10/2015	Public Works Supply, Inc		AP		420.00
6069	06/10/2015	Quality Control Services, Inc.		AP		455.00
6070	06/10/2015	Republic Services		AP		287.60
6071	06/10/2015	SOS Lock Service		AP		80.00
6072	06/10/2015	Traffic Safety Supply Co.		AP		798.00
6073	06/10/2015	Verizon Wireless		AP		381.89
6074	06/10/2015	Waste Connections		AP		36.47
6075	06/10/2015	Waterlab Corporation		AP		287.50
6076	06/10/2015	Watershed Inc.		AP		143.92
6077	06/10/2015	Willamette Valley Security, In		AP		119.70
6078	06/25/2015	AKS Engineering & Forestry, LL		AP		3,124.75
6079	06/25/2015	Beery Elsner & Hammond, LLP		AP		2,165.06
6080	06/25/2015	BlackPoint IT Services		AP		1,049.00
6081	06/25/2015	Blumenthal Uniforms & Equipmen		AP		1,399.98
6082	06/25/2015	Canby Plumbing, Inc		AP		242.40
6083	06/25/2015	CIT		AP		219.11
6084	06/25/2015	Lori Coukoulis		AP		400.00
6085	06/25/2015	Davison Auto Parts		AP		8.99
6086	06/25/2015	ELAN Corporate Payment Systems		AP		893.53
6087	06/25/2015	Grundfos CBS Inc		AP		1,955.80
6088	06/25/2015	Hattenhauer Energy Co		AP		115.96
6089	06/25/2015	Hubbard Chevrolet, Inc.		AP		89.38

Check No	Check Date	Name	Comment	Module	Void	Clear Date	Amount
6090	06/25/2015	Language Line Services		AP			13.65
6091	06/25/2015	Mid-Willamette Valley		AP			3,386.25
6092	06/25/2015	N McClain Consulting CO		AP			7,000.00
6093	06/25/2015	NW Natural Gas		AP			97.11
6094	06/25/2015	Office Depot		AP			122.36
6095	06/25/2015	OHA Cashier		AP			52.50
6096	06/25/2015	Oregon Department of Agricultu		AP			135.00
6097	06/25/2015	Pacific Office Automation		AP			128.33
6098	06/25/2015	PGE- Portland General Electric		AP			2,573.59
6099	06/25/2015	Pitney Bowes Inc		AP			315.24
6100	06/25/2015	Schreiber Pure Ingenuity		AP			1,138.00
6101	06/25/2015	Shell Fleet Plus		AP			1,623.84
6102	06/25/2015	T.H. DeArmond & Son		AP			9,570.00
6103	06/25/2015	The Pool & Spa House		AP			745.63
6104	06/25/2015	Traffic Safety Supply Co.		AP			399.00
6105	06/25/2015	Verizon Wireless		AP			188.00
6106	06/25/2015	Walmart Community		AP			97.18
6107	06/25/2015	Walter E. Nelson Co		AP			68.50
6108	06/25/2015	Zwald Transport Inc.		AP			4,665.00
6109	06/30/2015	Colonial Life & Accident		AP			96.40
6110	06/30/2015	Dave Dryden		AP	Void		1,908.77
6111	06/30/2015	GW Hardware Center		AP			180.70
6112	06/30/2015	Idexx Distribution Corp.		AP			137.47
6113	06/30/2015	Integra Telecom		AP			681.24
6114	06/30/2015	MACKENZIE		AP			165.75
6115	06/30/2015	Newark Element 14		AP			187.72
6116	06/30/2015	North Marion SD #15		AP			526.08
6117	06/30/2015	Office Depot		AP			157.80
6118	06/30/2015	OVS		AP			178.57
6119	06/30/2015	Profectus, INC.		AP			396.63
6120	06/30/2015	Roth Heating & Cooling		AP			632.50
6121	06/30/2015	University of Georgia		AP			419.00
6122	06/30/2015	Welcome Homes		AP			70.98
6123	06/30/2015	Yes Graphics Printing Co.		AP			610.00
6124	06/30/2015	Dryden Electric, Inc.		AP			1,908.77
Total for Valid Checks:							196,036.06
Total Valid Checks:							84
Total Void Checks:							1
Total Checks:							85

# Bank Reconciliation

## Checks By Date



City of  
Hubbard, OR

3720 2nd Street  
P.O. Box 380  
Hubbard, OR 97032

07/29/2015 - 7:00 AM

User: kari kurtz

Cleared and Not Cleared Checks

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
6125	07/14/2015	Accela, Inc		AP		3,970.11
6126	07/14/2015	AKS Engineering & Forestry, LL		AP		1,718.75
6127	07/14/2015	Beery Elsner & Hammond, LLP		AP		2,641.70
6128	07/14/2015	BlackPoint IT Services		AP		549.00
6129	07/14/2015	City/County Ins Services		AP		48,775.41
6130	07/14/2015	Ferguson Waterworks		AP		1,773.13
6131	07/14/2015	GW Sweeping, Inc.		AP		829.14
6132	07/14/2015	Hattenhauer Energy Co		AP		86.75
6133	07/14/2015	Brenda Hidalgo		AP		115.00
6134	07/14/2015	Hillside Church		AP		50.00
6135	07/14/2015	Hubbard Chevrolet, Inc.		AP		764.57
6136	07/14/2015	John Deer Financial		AP		159.17
6137	07/14/2015	Les Schwab-W		AP		12.82
6138	07/14/2015	LGPI		AP		1,521.00
6139	07/14/2015	Long Bros. Bldg Supply		AP		51.00
6140	07/14/2015	Marion County Bldg Inspection		AP		915.53
6141	07/14/2015	Marion County Treasury Dept		AP		486.99
6142	07/14/2015	Metcom 9-1-1		AP		18,225.00
6143	07/14/2015	Mid-Willamette Valley		AP		3,706.35
6144	07/14/2015	Net Assets		AP		50.00
6145	07/14/2015	NW Natural Gas		AP		53.16
6146	07/14/2015	Office Depot		AP		52.70
6147	07/14/2015	One Call Concepts, Inc.		AP		13.65
6148	07/14/2015	Oregon Dept of Revenue		AP		1,961.00
6149	07/14/2015	Pacific Office Automation		AP		104.92
6150	07/14/2015	PGE- Portland General Electric		AP		9,737.11
6151	07/14/2015	Public Works Supply, Inc		AP		41.42
6152	07/14/2015	Republic Services		AP		383.73
6153	07/14/2015	Roth Heating & Cooling		AP		280.85
6154	07/14/2015	SEDCOR		AP		500.00
6155	07/14/2015	Shell Fleet Plus		AP		1,823.39
6156	07/14/2015	The Pool & Spa House		AP		256.05
6157	07/14/2015	Traffic Safety Supply Co.		AP		35.00
6158	07/14/2015	Verizon Wireless		AP		381.95
6159	07/14/2015	Waste Connections		AP		25.47
6160	07/14/2015	Waterlab Corporation		AP		287.50
6161	07/14/2015	Wilbur-Ellis		AP		379.68
6162	07/28/2015	Colonial Life & Accident		AP		96.40
6163	07/28/2015	BlackPoint IT Services		AP		750.00
6164	07/28/2015	CIT		AP		219.11
6165	07/28/2015	Lori Coukoulis		AP		400.00
6166	07/28/2015	ELAN Corporate Payment Systems		AP		459.73
6167	07/28/2015	Engleman Electric, Inc.		AP		141.48
6168	07/28/2015	Hattenhauer Energy Co		AP		241.35
6169	07/28/2015	Hubbard Chevrolet, Inc.		AP		59.15
6170	07/28/2015	Integra Telecom		AP		681.89
6171	07/28/2015	Ken's Auto Body, Inc		AP		28.00
6172	07/28/2015	League Of Oregon Cities		AP		2,482.26
6173	07/28/2015	Lezlie Miller		AP		212.00
6174	07/28/2015	Office Depot		AP		60.66

Check No	Check Date	Name	Comment	Module	Clear Date	Amount
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6176	07/28/2015	Pitney Bowes Inc		AP		134.97
6177	07/28/2015	Public Works Supply, Inc		AP		998.00
6178	07/28/2015	Traffic Safety Supply Co.		AP		515.00
6179	07/28/2015	Univar Usa Inc		AP		4,053.00
6180	07/28/2015	Verizon Wireless		AP		172.25
6181	07/28/2015	Walmart Community		AP		215.12
6182	07/28/2015	Woodburn Veterinary Clinic		AP		36.10
Total						\$114,815.50
Total Checks:						58