

**MEETING NOTICE FOR THE
CITY OF HUBBARD**

TUESDAY

DECEMBER 8, 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 approximately 7:00 p.m. Work Session will be start at 6:00 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 the week preceding 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.

SEE ATTACHED AGENDA

**Posted 12/2/2015
4:00 p.m.**

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

**HUBBARD CITY COUNCIL
MEETING AGENDA
DECEMBER 8, 2015 – 6:00 PM
LOCATION: CITY HALL
3720 2ND STREET**

Work Session 6:00 p.m.

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

- 2) **WORK SESSION- BEEKEEPING.**

Regular Session approx. 7:00 p.m.

- 3) **COMMUNITY REPORTS.**
 - A) Hubbard Parks Improvement Committee.

- 4) **APPOINT BUDGET COMMITTEE MEMBER.**
(Position term January 1, 2016 – December 31, 2018)
 - A. Joan Viers.

- 5) **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.)

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

- 7) **STAFF REPORTS.**
 - A) **Police Department**—Police Chief Dryden.
 - B) **Public Works Department**—Public Works Superintendent Jaime Estrada.
 - C) **Administrative Department**—Dirctr of Admin/Recorder Vickie Nogle; Sr. Acntng Spcilst Kari Kurtz.

- 8) **CONSENT AGENDA.**
(Matters listed within the Consent Agenda have been distributed to each member of the Hubbard City Council for reading and study, are considered to be routine, and will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda at the beginning of the meeting and placed on the Regular Agenda by request.)
 - A) **Approval of the October 20, 2015, Combined City Council/Planning Commission meeting minutes.**

 - B) **Approval of November 10, 2015, City Council minutes.**

 - C) **Accept the 2016 Special City Allotment Agreement (G Street: OR 99E to 2nd Street), and authorize the Mayor to sign.**

D) Authorize 20 hours of compensatory time and 15 hours of holiday paid to the Public Works Administrative Assistant Melinda Olinger. (Refer to Public Works Report)

E) Authorize 27.29 of compensatory time and 35.5 hour of holiday paid to Public Works Foreman Mike Krebs. (Refer to Public Works Report)

F) Accept the Intergovernmental Agreement between Marion County and the City of Hubbard for the Commercial Center Rezone project with the Economic Development Community Project Grant award in the amount of \$3,500.

9) APPROVAL OF THE NOVEMBER 2015 BANK RECONCILIATION REPORTS.

10) OTHER CITY BUSINESS.

11) ADJOURNMENT. (Next City Council meeting January 12, 2016, at 7:00 p.m.)

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 habitats.

(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)

MIKE Rodia

Vickie Nogle

From: Vickie Nogle
Sent: Tuesday, May 26, 2015 12:40 PM
To: 'Donald Dreese'
Subject: RE: bee heeping in Hubbard.

I will put a spot on the Council Agenda. The Agendas are posted on the City Council website, I will send you a link when the Agenda/Packet is available.

Vickie L. Nogle, MMC
Director of Administration/City Recorder
503.981.9633

"There's only one way to succeed at anything, and that is to give it EVERYTHING" ~~Vince Lombardi

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

From: Donald Dreese [<mailto:velocipid@msn.com>]
Sent: Monday, May 25, 2015 9:40 PM
To: Vickie Nogle
Cc: velocipid@msn.com
Subject: bee heeping in Hubbard.

Hi Vicki, my name is Don Dreese. I am writing you to request an spot on the city council's agenda line up for June 9th.

i want to talk about bee keeping in Hubbard. It's time to change the code and allow Bee keeping. I have discussed this with the various local beekeeping, and many of them plan to attend. there is also a bill in the Oregon Legislature that will help regulate a city control of Bee keeping. House bill HB2653.

So please let me know if this is possible. thanks, don. 503/318/1862

Vickie Nogle

From: Ralph Rodia <rrodia@msn.com>
Sent: Monday, June 01, 2015 11:48 AM
To: Vickie Nogle
Subject: FW: City of Hubbard Honeybee Ban

From: rrodia@msn.com
To: reetielee@gmail.com
CC: angwheatcroft@msn.com; shannonschmidt5@gmail.com; homes@mattkennedy.com; chata31860@yahoo.com; jim.yonally@yahoo.com; cg912project1@gmail.com; webmaster@wrbo.org; eremley@thornrun.com; fred@vannatta.com; shallotman@yahoo.com; vazzafarms@yahoo.com; janeoku1958@gmail.com; jenny@oregonfb.org; joemaresh@bctonline.com; john@oldsolenterprises.com; keehunt@gmail.com; rrodia@msn.com; milligan50@msn.com; mvand581@gmail.com; officers@portlandurbanbeekeepers.org; osba.newsletter@gmail.com; pamseaver2000@yahoo.com; paulande@easystreet.net; pmaresh@spiretech.com; president@klamathbeekeepers.org; rep.chrisgorsek@state.or.us; rfarrierfarms@gmail.com; rosannamattngly@gmail.com; vnogle@cityofhubbard.org
Subject: City of Hubbard Honeybee Ban
Date: Mon, 1 Jun 2015 11:43:38 -0700

Finally getting my act together concerning the upcoming City of Hubbard Council meeting and the citing of a local beekeeper for having honey bees under 6.05.150. John Collins has correctly pointed out that there is no basis in either State or City codes/laws that support the City's inclusion of honey bees as exotic animals. The insertion of honeybees into the City's code as exotic animals may have been made in response to concerns over Africanized honeybees that were rapidly moving into the southern U.S. fifteen years ago. So the code writer may have not understood that our honey bees are not Africanized. Further, it is unlikely that Africanized honeybees will move into the valley anytime soon, if ever.

It may be that the Council is unaware of the City's ban and, moreover, that it runs counter to the now prevailing acceptance of honeybees in urban settings. As pointed out by Dick Temple the city is surrounded by farming operations that make extensive use of hundreds of honeybee colonies for crop pollination. The "few" honey bee colonies that might be kept by City beekeepers would barely be counted when considering the numbers of honeybees that may be found foraging in the City's flowers and trees.

In preparation for the Council meeting on Monday I will assemble information concerning urban beekeeping and that the City's ban is without justification and is unneeded. It is possible that as occurred in Salem, the Council will decide that 6.05.150 will not be enforced until it is reviewed and rewritten to reflect urban beekeeping as it is now practiced.

I am also forwarding this E-mail to the City and Council to advise them of our interest in this matter and to request that we be added to the Council's meeting agenda for June 9, 2015.

Ralph (Mike) Rodia, PhD, Oregon State Beekeeper's Association(OSBA)
4194-12th St. Cut-Off S.E.
Salem Oregon 97302 Ph. 503-364-3275 E-Mail: rrodia@msn.com

From: reetielee@gmail.com
Subject: Fwd: Suggested HB2653 Changes as PDF
Date: Wed, 20 May 2015 19:08:21 -0700
To: rrodia@msn.com; joemaresh@getonline.com; brian@livehoneybees.com

Are you available to help with this? Please advise. Thanks! Raine

Hubbard City Council Meeting
June 9th at 7:00pm
3720 Second Street
Hubbard, OR 97032
(503) 981-9633
http://www.cityofhubbard.org/city_of_hubbard_city_council.html

Begin forwarded message:

From: Raine Lee Ritalto <reetielee@gmail.com>
Date: May 20, 2015 at 11:34:11 AM PDT
To: Rep Gorsek <rep.chrisgorsek@state.or.us>
Cc: "joemaresh@bctonline.com" <joemaresh@bctonline.com>, "edoyle@orcities.org" <edoyle@orcities.org>, "rkachadoorian@oda.state.or.us" <rkachadoorian@oda.state.or.us>, "fred@vannatta.com" <fred@vannatta.com>, "jenny@oregonfb.org" <jenny@oregonfb.org>, "Nelson, Ariel" <Ariel.Nelson@portlandoregon.gov>, "eremley@thornrun.com" <eremley@thornrun.com>, "wrbo.mail@gmail.com" <wrbo.mail@gmail.com>, N'ann Harp <friendsofhoneybees@yahoo.com>

Yet another example of the need for HB 2653...

"Hello fellow beekeepers, anyone out there have any experience or advice on how to deal with your town banning beekeeping?
Hubbard Or. has bees listed as "EXOTIC" animals with a subsequent ban.
So, either I move my bees, or recieve a citation and \$500.00 fine! what the hell? i am going to the city council meeting in early June, Advice?"

Hubbard, Oregon's code prohibits bees because they are "wild, exotic, and dangerous."
<http://www.codepublishing.com/OR/Hubbard/>

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)

Feedback from John Collins, Dayton, OR, City Council Member:

Hubbard ordinance 6.05.150 says that bees can't be kept BECAUSE: bees are either 1-wild OR 2-dangerous OR 3-Exotic. BUT Hubbard's own definitions of both WILD (6.05.140) and DANGEROUS (6.05.130) animals clearly does not apply to bees, so that eliminates those two issues. So that leaves the state's definition of exotic as the only thing that gives this ordinance "teeth" regarding bees. And the state's definition of exotic animal no longer includes bees (and I actually can't find evidence that it ever did). So this is a very poorly crafted local ordinance that is not enforceable re. bees. AND likely leaves the City of Hubbard open to litigation from those who have been fined or had to destroy colonies, etc.

NOTE: This earlier link below provided by Raine may also be interest to the City of Hubbard. Ralph (Mike) Rodia

On Apr 17, 2015, at 11:21 AM, Raine Lee Ritalto <reetielee@gmail.com> wrote:

Here's an update on Medford. Note the big differences in sentiment and code compared to Gresham and Ashland. Further validation for the necessity of Oregon's urban beekeeping Bill (HB 2653) still in Ways and Means.

<http://m.mailtribune.com/article/20150417/NEWS/150419600/101064/NEWS>



VOLUNTEER APPLICATION

RECEIVED

NOV 09 2015

CITY OF HUBBARD

"The Small City with a Big Heart"

3720 2nd Street/P.O. Box 380, Hubbard OR 97032
(503)981-9633 www.cityofhubbard.org

CITY OF HUBBARD

COMMISSION OR COMMITTEE APPLYING FOR: Budget

APPLICANTS NAME: Joan Viers

MAILING ADDRESS: [REDACTED]

HOME ADDRESS: [REDACTED], Hubbard

HOME PHONE: [REDACTED] WORK PHONE: [REDACTED]

E-mail Address: [REDACTED] CELL PHONE [REDACTED]

YEARS AS HUBBARD RESIDENT: 20 yrs

ARE YOU A REGISTERED VOTER IN THE CITY OF HUBBARD? YES NO

OCCUPATION Licensed Tax Consultant

PLEASE MAKE A BRIEF STATEMENT ABOUT WHY YOU WOULD LIKE TO SERVE ON THE COMMISSION OR COMMITTEE FOR THE CITY OF HUBBARD. (IF YOU NEED MORE SPACE, USE BACK)

I volunteered earlier and filled in a spot, now I'd like to be a budget member. I've only been to one meeting + beginning how they work + I'd like to continue

WHAT EXPERIENCE, BACKGROUND, OR SKILLS CAN YOU BRING TO THE COMMITTEE/COMMISSION YOU ARE APPLYING FOR?

I have 2 yr. accounting degree + I understand money.

Chief's Report

To: Mayor and City Council Members
From: Chief David M. Dryden
Date: December 1, 2015
Re: Monthly Police Department Report

- 1. Chief's Appointment to New Board:** I have been selected by the Oregon Association Chief's of Police to represent the association on the **Law Enforcement Memorial Trust Fund Board of Directors**. This board oversees the funds that are generated by the sale of Fallen Officer License Plates in the State of Oregon, as well as oversight of the annual Law Enforcement Memorial Ceremony.
- 2. Police Department Vacation Totals:** The police department was able to maintenance the totals of all police staff under the vacation totals cap before the end of the calendar year.
- 3. Inclement Weather Has Arrived:** We are in the season of inclement weather and ask our community to keep an eye out for those residents that do not have much of a support system in our neighborhoods. The police department maintains a list of people that are elderly or physically or mentally challenged. During inclement weather these people are at risk due to not being able to get out for basic supplies as well as at risk due to the extreme weather. We try to check in on these people during these times and ask everyone to be alert for their neighbors that may be at risk.

Monthly Statistical Report

To: Mayor and City Council Members

From: Chief David M. Dryden

Date: December 1, 2015

Re: November 2015 Stats

Citations: 110

Written Warnings: 23

Towed Vehicles: 12

Custody Arrests: 11

- MONTHLY REPORT -

DATE: December 8, 2015
TO: City Council
FROM: Public Works Department

ITEM #1 Flagpole Project Update: The first piece of this project began on Wednesday, November 25th, and the second piece (electrical) should be completed the week of November 30th.

ITEM #2 On the Consent Agenda is Staff's request for acceptance of the 2016 Special City Allotment Grant Agreement and authorization for the Mayor to sign.

ITEM #3 Well #1 Rehab Project Update: This project is scheduled to begin on December 1, 2015, and is anticipated to be complete in three weeks.

ITEM #4 Per the Personnel Policy, accrued Holiday time needs to be used within 60 days and comp time above 60 hour cap also needs to be used within 60 days. Both comp and holiday time were recently accrued due to the boil water alert issue.

Due to upcoming projects and deadlines in the coming months, Staff requests Council authorize holiday and comp pay-out for Melinda Olinger (35 hours) and Mike Krebs (62.79 hours). There are sufficient funds available in the personnel budget for this buy-out.

ITEM #5 Total Maximum Daily Loads (TMDL) Implementation Plan Update: Staff is working with DEQ on our mandatory TMDL 5-Year review. The process consists of a review of current management practices and goals and updating as needed. We anticipate bringing the completed update for Council approval and signature on January 12, 2016. The final document is due to DEQ on January 31, 2016.

ITEM #6 On Sunday, November 8, 2015 Hubbard Fire responded to a large fire on Whiskey Hill Road. They estimated approximately 140,000 to 160,000 gallons of City water was used to put the fire out.

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
2. 2016 Special City Allotment Grant: "G" Street between 2nd Street and Pacific Hwy. 99E. - AWARDED

The Public Works Department completed 11 requests for locates for the month of November.



DIRECTOR OF ADMINISTRATION/CITY RECORDER MONTHLY REPORT

To: CITY COUNCIL
From: VICKIE NOGLE, MMC
Date: DECEMBER 2, 2015
RE: REPORT FOR DECEMBER 8, 2015, CITY COUNCIL MEETING

PLANNING COMMISSION

Planning Commission regular scheduled meeting December 15, 2015, at 6:30 p.m.

- Continued discussion for potential regulation of marijuana-related activities.
- Similar Use Application #2015-01- 2880 J Street (West Fork Holding Inc.); Processing of Cannabis & Cannabinoids.

NEWSLETTER

Please submit your information to Lucy Astorga for the Newsletter no later than **December 10, 2015**. You can submit them in writing or e-mail her at lastoraga@cityofhubbard.org.

BUILDING PERMITS

30 building permit applications have been submitted from January – November 2015.

BUILDING PERMITS

	Date Received & Sent to Co.	Date Received From County	Permit #	Applicant Name	Address	Map & Tax Lot #
1	10/19/2015	11/10/2015	555-15-007116-DWL	Chad E. Davis Construction	2241 Thomas Way	041W28DD12400
2						
3	10/19/2015	11/24/2015	555-15-007124-DWL	Chad E. Davis Construction	2156 Thomas Way	
4						TOTAL PYMNT \$73,601.25
5	10/19/2015	11/24/2015	555-15-007123-DWL	Chad E. Davis Construction	3997 8th Street	
6						TOTAL PYMNT \$73,601.25
7	10/19/2015			Chad E. Davis Construction	3983 8th Street	
8						
9	10/19/2015	11/10/2015	555-15-007109-DWL	Chad E. Davis Construction	3999 10th Street	041W28DD13000
10						TOTAL PYMNT \$53,891.45
11	10/19/2015			Chad E. Davis Construction	3975 10th Street	041W28DD13100
12						TOTAL PYMNT \$53,891.45
13	10/20/2015			Mike Holleman	2690 Industrial Avenue	
14						
15						
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BUILDING PERMITS page 2

	Type of permit	Permit Amount	Receipt #	ROW	Receipt #	City Fee	SDC	Receipt #	EXISE TAX	Valuation
1	SFR	\$ 1,295.28	49705	\$225.00	1000043	\$ 114.99	\$ 14,321.00	1000043	\$ 1,881.00	\$ 232,910.15
2	ADDITIONAL PAYMENT	\$ 17,620.92	1000043							
3	SFR	\$ 1,388.65	49703	\$225.00	1.000177	\$ 189.90	\$ 14,321.00	1.000177	\$ 1,935.00	\$ 241,615.31
4	ADDITIONAL PAYMENT	\$ 17,760.03	1.000177							
5	SFR	\$ 1,497.59	49703	\$225.00	1.000173	\$ 225.00	\$ 14,321.00	1.000173	\$ 2,178.00	\$ 269,985.89
6	ADDITIONAL PAYMENT	\$ 18,523.41	1.000173							
7	SFR	\$ 1,505.38	49703							
8										
9	SFR	\$ 1,598.75	49703	\$225.00	3.000087	\$ 201.36	\$ 14,321.00	3.000087	\$ 2,645.00	\$ 330,977.49
10	ADDITIONAL PAYMENT	\$ 19,489.49	3.000087							
11	SFR	\$ 1,264.15	49703	\$225.00	3.0000.87	\$ 152.20	\$ 14,321.00	3.0000.87	\$ 1,682.00	\$ 213,417.85
12	ADDITIONAL PAYMENT	\$ 17,206.91	3.0000.87							
13	Cabinet Shop 8/18/2015	\$ 8,541.95	48605							
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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	01/10/2015			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	2353 Allan Avenue	041W28DD00600
15						
16	6/17/2015	7/29/2015	555-15-004192-STR	Odelia Pacific Corp (T-Mobile)	3632 First Street	041W34BC01800
17	8/5/2015			Jose Alfaro & Lucero Alvarez	3571 Maple Street	
18	8/11/2015	9/1/2015	555-15-05797-STR	Alberto Rodriguez	3327 G Street	041W33DA00600
19						
20	9/1/2015	10/12/2015	555-15-005989-STR	Jeremy & Nicole McCain	4305 5th Street	041W28DD00300
21						
22	9/10/2015	11/12/2015	555-15-006108-STR	Jon & Jill Kenagy	3770 7th Street	041W33AA08901
23						
24	9/24/2015	10/12/2015	555-15-006559-STR	D & M Leasing	2363 Industrial Avenue	041W33DD01500
25						
26	10/19/2015	12/1/2015	555-15-007155-DWL	Claud Davis	2389 Thomas Court	
27						
28	10/19/2015	11/10/2025	555-15-007119-DWL	Claud Davis	2283 Thomas Way	041W28DD12200
29						
30	10/19/2015	11/10/2015	555-15-007117-DWL	Claud Davis	2185 Thomas Way	041W28DD12500
31						
32	10/19/2015	11/10/2015	555-15-007113-DWL	Claud Davis	2141 Thomas Way	041W28DD12700
33						
34	10/19/2015	11/16/2015	555-15-007153-DWL	Chad E Davis Construction	3832 10th Street	041W33AA12000
35						
36	10/19/2015	11/24/2015	555-15-007154-DWL	Chad E. Davis Construction	3842 10th Street	
37						TOTAL PYMNT \$73,601.25
38	10/19/2015	11/24/2015	555-15-007139-DWL	Chad E. Davis Construction	2174 A Street	
39						TOTAL PYMNT \$73,601.25
40	10/19/2015			Chad E. Davis Construction	2262 A Street	
41						
42	10/19/2015	11/10/2015	555-15-007125-DWL	Chad E. Davis Construction	2145 A Street	041W28DD11500
43						TOTAL PYMNT \$53,891.45

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	\$ 31.72	N/A	N/A	\$ 576.00	\$ 24,958.08
15	ADDITIONAL PAYMENT 7/21/15	\$ 574.68	47533							
16	Replacemnet of 6 Antennas	\$ 323.08	47533	N/A	N/A	\$ 32.80	N/A	N/A		\$ 15,000.00
17	Addition to living room	\$ 400.24	48559							
18	Accessory Structure-Shed	\$ 202.00	48581	N/A	N/A	\$ 25.48	N/A	N/A		\$ 18,718.56
19	ADDITIONAL PAYMENT 9/1/2015	\$ 170.40	48646							
20	Addition Master bed/bath	\$ 323.08	48645	N/A	N/A	\$ 84.80	N/A	N/A	\$ 488.00	\$ 54,973.20
21	ADDITIONAL PAYMENT	\$ 1,000.20	2.000174							
22	Addition of Sunroom	\$ 370.36	48996	N/A	N/A	\$ 52.55	N/A	N/A	\$ 232.00	\$ 27,435.00
23	ADDITIONAL PAYMENT	\$ 379.26	1.000127							
24	Interior remodel/change of use	\$ 1,264.15	49489	N/A	N/A	\$ 82.91	N/A	N/A	N/A	\$ 100,000.00
25	ADDITIONAL PAYMENT	\$ 202.68	49687							
26	SFR	\$ 1,373.09	49707							
27										
28	SFR	\$ 1,295.28	49705	\$225.00	3000090	\$ 113.30	\$ 14,321.00	3000090	\$ 1,797.00	\$ 231,463.91
29	ADDITIONAL PAYMENT	\$ 17,543.35	3000090							
30	SFR	\$ 1,373.09	49708	\$225.00	3000089	\$ 154.70	\$ 14,321.00	4000042	\$ 2,198.00	\$ 279,929.74
31	ADDITIONAL PAYMENT	\$ 18,481.15	3000089							
32	SFR	\$ 1,349.75	49704	\$225.00	3000091	\$ 137.80	\$ 14,321.00	3000091	\$ 2,004.00	\$ 259,115.20
33	ADDITIONAL PAYMENT	\$ 18,052.01	3000091							
34	SFR	\$ 1,341.96	49703	\$225.00	4000042	\$ 187.30	\$ 14,321.00	4000042	\$ 1,865.00	\$ 240,488.89
35	ADDITIONAL PAYMENT	\$ 17,763.19	4000042							
36	SFR	\$ 1,513.16	49703	\$225.00	1.000176	\$ 223.70	\$ 14,321.00	1.000176	\$ 2,203.00	\$ 269,270.23
37	ADDITIONAL PAYMENT	\$ 18,375.89	1.000176							
38	SFR	\$ 1,598.75	49703	\$225.00	1.000175	\$ 267.00	\$ 14,321.00	1.000175	\$ 2,399.00	\$ 301,749.13
39	ADDITIONAL PAYMENT	\$ 18,941.92	1.000175							
40	SFR	\$ 1,287.49	49703							
41										
42	SFR	\$ 1,264.15	49703	\$225.00	3.000087	\$ 98.09	\$ 14,321.00	3.000087	\$ 1,671.00	\$ 212,590.43
43	ADDITIONAL PAYMENT	\$ 17,195.05	3.000087							

FINANCE MONTHLY REPORT – DEC 2015

To: CITY COUNCIL
From: Kari Kurtz
Date: December 1, 2015

Re: December 8, 2015 Council Meeting

I will be out of the office December 7 – December 10 for medical reasons and will not be at the Council Meeting.

We have converted to our new software system. We are still learning the system and how to create custom reports. The Revenue Analysis Report and Expense vs. Budget Report, that you normally receive in your packet, will be handed out at the Council Meeting.

Finance Reports & Notes:

1. Included are the following reports for your review:
 - a. Accrual Leave Report

Consent Agenda Reports:

1. Check listing for the month of November 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 or call me at 503-981-9633

Employee Number	Name	Rate Desc	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain	Liability Amount
Administration							
102	Astorga, Lucy T M	Vac	43.31	10.00	.00	53.31	1,130.29
		Sic	108.50	8.00	.00	116.50	
		Hol	.00	30.00	30.00	.00	.00
		Com	18.44	4.13	11.75	10.82	229.41
113	Kurtz, Kari J	Vac	.00	.00	.00	.00	.00
		Sic	50.57	7.69	1.50	56.76	
		Hol	.00	40.00	40.00	.00	.00
117	Nogle, Vickie Lynne	Com	4.65	17.25	.00	21.90	582.96
		Vac	220.16	15.34	10.00	225.50	7,468.83
		Sic	459.00	8.00	.00	467.00	
		Hol	.00	30.00	30.00	.00	.00
		Com	22.36	16.13	.00	38.49	1,274.83
		Police Department					
101	Anderson, Chris	Vac	11.67	15.00	16.67	10.00	249.29
		Sic	762.00	8.00	.00	770.00	
		Hol	10.00	45.00	.00	55.00	1,371.11
		Com	53.90	.00	15.33	38.57	961.52
103	Bentley, Glen W	Vac	189.52	10.00	.00	199.52	4,973.89
		Sic	884.50	8.00	20.00	872.50	
		K9	.00	.00	.00	.00	.00
		Hol	10.00	40.00	10.00	40.00	997.17
		Com	25.50	9.00	1.00	33.50	835.13
		Vac	230.66	27.34	40.00	218.00	7,665.75
		Sic	520.00	8.00	2.00	526.00	
		Hol	.00	30.00	30.00	.00	.00
105	Dryden, David	Com	49.00	4.13	.00	53.13	1,868.26
		Vac	271.69	16.68	40.00	248.37	6,987.27
		Sic	666.00	8.00	.00	674.00	
107	Gill, William W	Hol	20.00	45.00	.00	65.00	1,828.61
		Com	28.88	3.00	.00	31.88	896.86
		Vac	59.69	10.00	14.00	55.69	1,157.60
111	Huston, Christie Ann	Sic	628.25	8.00	.00	636.25	
		Hol	.00	30.00	30.00	.00	.00
		Com	.00	7.50	.00	7.50	155.90
116	Nelson, Grady	Vac	95.80	10.00	.00	105.80	2,686.37
		Sic	27.00	18.00	.00	45.00	
		Hol	8.50	30.00	20.00	18.50	469.73
119	Pomeroy, Darren J.	Com	48.38	13.50	21.00	40.88	1,037.98
		Vac	253.80	10.00	20.00	243.80	6,190.33
		Sic	387.50	8.00	2.00	393.50	
		Hol	.00	44.00	2.00	42.00	1,066.42
		Com	41.77	22.88	.00	64.65	1,641.53
		Public Works					
106	Estrada, Jaime	Vac	408.94	29.34	56.00	382.28	13,063.96
		Sic	2,320.90	8.00	8.00	2,320.90	
		Hol	2.00	24.00	24.00	2.00	68.35
		Com	50.42	4.50	2.50	52.42	1,791.39
109	Hernandez, Juan M	Vac	221.78	10.00	8.00	223.78	4,137.78
		Sic	249.50	8.00	.00	257.50	
		Hol	.00	24.00	16.00	8.00	147.92
		Com	19.65	12.38	.00	32.03	592.25
112	Krebs, Michael R	Vac	258.61	18.68	.00	277.29	6,584.94
		Sic	1,066.00	8.00	.00	1,074.00	
		Hol	.00	39.50	4.00	35.50	843.04
		Com	57.29	30.00	.00	87.29	2,072.92

Employee Number	Name	Rate Desc	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain	Liability Amount
118	Olinger, Melinda L.	Vac	231.16	14.68	.00	245.84	5,314.57
		Sic	692.00	8.00	.00	700.00	
		Hol	.00	35.00	20.00	15.00	324.27
		Com	54.75	24.38	.00	79.13	1,710.63
Grand Totals:			2,496.79	197.06	204.67	2,489.18	67,610.88
			8,821.72	121.69	33.50	8,909.91	
			.00	.00	.00	.00	.00
			50.50	496.50	256.00	291.00	7,116.63
			474.99	168.78	51.58	592.19	15,651.59

**CITY OF HUBBARD
CITY COUNCIL AND PLANNING COMMISSION MEETING MINUTES
OCTOBER 20, 2015**

CALL TO ORDER: The Hubbard City Council meeting was called to order by Mayor Jim Yonally at 6:31 p.m. at the Hubbard City Hall, 3720 2nd Street, Hubbard.

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

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

Excused Absence: Matt Kennedy.

Planning Commission Present: Glenn Holum, Dan Estes, Byron Nichols, Kevin Nelson.

Excused Absence: Harold Anderson.

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, MWVCOG; Administrative Assistant Lucy Astorga.

Mayor Jim Yonally turned the meeting over to Planning Commission Chairman Glenn Holum.

APPROVAL OF THE SEPTEMBER 15, 2015, PLANNING COMMISSION MINUTES.

MSA/Planning Commissioner Dan Estes/Planning Commissioner Kevin Nelson moved to approve the minutes as presented. Planning Commissioners Dan Estes, Kevin Nelson, Glenn Holum, and Byron Nichols were in favor. Motion passed.

Planning Commission Chairman Glenn Holum turned the meeting back over to Mayor Jim Yonally.

DISCUSSION REGARDING REGULATED MARIJUANA ACTIVITIES. City Planner Joseph Shearer said to remember there are seven different marijuana uses up for discussion, and the different uses may be more applicable to different zones.

Planning Commissioner Dan Estes asked how much of an influence potential revenue is for the City Council and Planning Commission when it comes to making a decision on the matter at hand.

Mayor Jim Yonally replied that revenue doesn't really play a part in his opinion or decision. He added the City of Aurora is going to allow them, but with restrictions.

Planning Commissioner Kevin Nelson asked for Police Chief Dave Dryden's opinion.

Police Chief Dave Dryden said after seeing the impact marijuana has, he has never been an advocate of it, and probably never will be. He recommended putting the facilities in the industrial area to keep it away from families, if the City allows it. He has heard the argument

that type of business is not meant for that area, but said there are smaller storefronts within the larger industrial buildings.

Planning Commissioner Byron Nichols said he believes Woodburn will allow the facilities in their industrial area.

City Councilor Angie Wheatcroft asked D. Dryden if he agreed the all-cash business of the marijuana facilities may increase illegal activity.

D. Dryden responded it absolutely could increase illegal activity, and added some facilities are having difficulty dealing with the cash flow because banks are federally insured and won't take their money. Because of this, marijuana facilities are keeping the cash on-hand. He said it will become the new "stop and rob," creating a magnet for criminal activity.

K. Nelson asked if there was any documentation showing the revenue versus the cost of increased police call loads.

D. Dryden replied it is still too early to tell, and states are still gathering information from Colorado.

D. Estes reported there was a situation in Colorado where a hotel was losing business because of the marijuana facility located next door. The hotel sued the facility and their attorney, the bank who had loaned them money, and the City who approved it because of the loss of revenue it was costing them.

D. Dryden said security could also be an issue, as a security officer cannot be armed and certified if working in a marijuana facility.

Public Works Superintendent Jaime Estrada commented the water and discharge laws they currently deal with may change as well, due to additional chemicals they may use to process the marijuana and products.

D. Estes asked D. Dryden's opinion of Butane Hash Oil (BHO).

D. Dryden responded that it can be very dangerous and there are a lot of risks involved. He said he assumes if it's done within the business, there would be additional regulations they have to follow.

J. Yonally asked if there was a deadline to come to a decision.

J. Shearer said there are not necessarily time limitations, and there is a more restrictive time line if the City chooses to opt-out. He said most cities allowing it are putting time, place, and manner restrictions on it. He recommended doing each of the seven uses separately.

J. Yonally suggested putting a square footage regulation on it.

A. Wheatcroft suggested restricting to 1,000 feet from parks, putting square footage restrictions on it, defining the hours of operation, and a \$5,000 business license fee.

D. Estes reminded everyone the revenues from fees/taxes are based on licenses issued, not sales.

Planning Commission Chairman Glenn Holum asked if the marijuana facilities can be contained to a certain zone.

J. Shearer replied they can, within reason.

D. Estes asked if the City's development code is changed, can something also be done to make the code enforcement more robust, as it's just complaint-driven now.

D. Dryden responded the police just don't have enough personnel to have a code enforcement officer.

J. Shearer mentioned it may already be outside the timeline to amend the development code at the November meeting, as the notice has to be done a certain number of days in advance.

J. Yonally said aside from retail, the chart provided by J. Shearer on page four (4) of his staff report looks good regarding the other marijuana uses.

J. Shearer said from a land use perspective, locating marijuana retail facilities may not be the best use of industrial buildings.

B. Nichols also commented that the commercial zone is sporadic throughout the city and it may be more difficult to allow it in a commercial zone while still keeping it away from residences.

J. Shearer said he will put together a map, showing what would be off-limits for location of marijuana facilities, in regards to required distance from each other, etc.

ADJOURNMENT - (NEXT REGULAR PLANNING COMMISSION MEETING IS TUESDAY, NOVEMBER 17, 2015, AT 6:30 P.M.) MSA/City Councilor Angie Wheatcroft/City Councilor Shannon Schmidt moved to adjourn the meeting. Planning Commissioners Glenn Holum, Dan Estes, Byron Nichols, Kevin Nelson, and City Councilors Angie Wheatcroft, Barbara Ruiz, Shannon Schmidt and Mayor Jim Yonally were in favor. Motion passed. Meeting adjourned at 7:47 p.m.

Glenn Holum, Planning Commission Chair

Mayor Jim Yonally

ATTEST:

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

Lucy T. Astorga, Administrative Assistant
Recording & Transcribing

**CITY OF HUBBARD
CITY COUNCIL MEETING MINUTES
NOVEMBER 10, 2015**

CALL TO ORDER: The Hubbard City Council meeting was called to order by Mayor Jim Yonally at 6:36 p.m. at the Hubbard City Hall, 3720 2nd Street, Hubbard.

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

City Council Present: Jim Yonally, Matt Kennedy, Angie Wheatcroft, Barbara Ruiz.

Excused Absences: Shannon Schmidt.

Staff Present: Director of Administration/City Recorder Vickie Nogle, MMC; Police Chief Dave Dryden; Public Works Administrative Assistant Melinda Olinger; Public Works Foreman Mike Krebs; Senior Accounting Specialist Kari Kurtz; Administrative Assistant Lucy Astorga.

EXECUTIVE SESSION.

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. Mayor Jim Yonally declared the ORS for the executive session and opened the closed executive session meeting.

COUNCIL CLOSE EXECUTIVE (CLOSED) SESSION AND RECONVENE PUBLIC (OPEN) MEETING. Mayor Jim Yonally closed the Executive Session meeting at 6:45 p.m. and opened the public meeting at 7:00 p.m.

ORDINANCE NO. 345-2015. AN ORDINANCE OF THE CITY OF HUBBARD, OREGON TEMPORARILY PROHIBITING THE ESTABLISHMENT OF MARIJUANA FACILITIES WITHIN THE CITY AND DECLARING AN EMERGENCY. City Attorney Chad Jacobs attended this portion of the meeting via Skype.

City Councilor Matt Kennedy asked what the definition of “processing site” is.

C. Jacobs said according to HB 3400, a processing site entities taking marijuana and transforming it into another marijuana product. He said under the medical program, it is regulated by Oregon Health Authority (OHA), and under the recreational program, it’s regulated by Oregon Liquor Control Commission (OLCC).

M. Kennedy asked how the ordinance would affect currently operating processors.

C. Jacobs said he doesn’t believe there are any legally operating, as permits for recreational have not yet been issued.

M. Kennedy said there is a company across from Hubbard City Hall who are currently operating as a processing site, and is regulated by OHA. He said he doesn’t want to kick out good, law-abiding businesses.

C. Jacobs commented he doesn't know that OHA has granted any processing sites. Under the ordinance, businesses could be grandfathered in, if the City wants it that way. He said the business M. Kennedy is referring to may already be grandfathered in under HB 3400, but he would need more information regarding the business in question to be able to answer that.

City Councilor Angie Wheatcroft said she would like more information regarding the business rumored to be currently operating as a processing site.

C. Jacobs said a copy of the ordinance would need to be supplied to OHA and OLCC.

Director of Administration/City Recorder Vickie Nogle mentioned the business M. Kennedy is referring to listed their business as "property and equipment rentals," they provided on their 2015 business registration although she was under the impression they were a distillery type business for water distribution. *[The land-use letter submitted states "wholesale beverage manufacture."]*

M. Kennedy said he wouldn't want the ordinance to adversely affect a legal, law-abiding business.

C. Jacobs recommended adding a sentence in section C1 of the ordinance to read "that doesn't apply to any legally operating business within the City at the time of enactment."

MSA/City Councilor Matt Kennedy/City Councilor Angie Wheatcroft made a motion to read Ordinance No. 345-2015 by title only for the first reading. City Councilor Matt Kennedy, City Councilor Angie Wheatcroft, City Councilor Barbara Ruiz, and Mayor Yonally were all in favor. Motion carried unanimously.

Mayor Yonally read Ordinance No. 345-2015 by title only for the first reading.

MSA/City Councilor Matt Kennedy/City Councilor Angie Wheatcroft made a motion to read Ordinance No. 345-2015 by title only for the second reading. City Councilor Matt Kennedy, City Councilor Angie Wheatcroft, City Councilor Barbara Ruiz, and Mayor Yonally were all in favor. Motion carried unanimously.

Mayor Yonally read Ordinance No. 345-2015 by title only for the second reading.

MSA/City Councilor Matt Kennedy/City Councilor Barbara Ruiz made a motion to adopt Ordinance No. 345-2015, as amended with the addition of a sentence in section C1 of the ordinance to read "that doesn't apply to any legally operating business within the City at the time of enactment." City Councilor Matt Kennedy, City Councilor Angie Wheatcroft, City Councilor Barbara Ruiz, and Mayor Yonally were all in favor. Motion carried unanimously.

COMMUNITY REPORTS. Mayor Jim Yonally reminded everyone there would be an event at Marion E Carl Veterans Memorial to celebrate Veterans on Wednesday, November 11, 2015, at 10:30 a.m.

APPOINT BUDGET COMMITTEE MEMBER 2 positions available.

MSA/City Councilor Angie Wheatcroft/City Councilor Matt Kennedy moved to appoint Thia Plante to the Budget Committee for the vacated term ending December 31, 2016. City Councilor Matt Kennedy, City Councilor Barbara Ruiz, City Councilor Angie Wheatcroft, and Mayor Jim Yonally were in favor. Motion passed.

MSA/City Councilor Matt Kennedy/City Councilor Angie Wheatcroft moved to appoint Tom McCain to the Budget Committee for the term ending December 31, 2018. City Councilor Matt Kennedy, City Councilor Barbara Ruiz, City Councilor Angie Wheatcroft, and Mayor Jim Yonally were in favor. Motion passed.

APPEARANCE OF INTERESTED CITIZENS. There were none.

MAYOR’S PRESENTATIONS, AND/OR COUNCIL’S PRESENTATIONS. There were none.

STAFF REPORTS.

PUBLIC WORKS DEPARTMENT. Public Works Administrative Assistant Melinda Olinger gave an update regarding the boil water notice. She said the notice was still in effect and there were two samples that came back positive, one was the same as before, and the other was from downstream of City Hall. She said they are working with the county health department, who will determine how many clean samples are needed before lifting the alert. She said a larger pump was purchased for chlorine and they will do additional hydrant flushing. She added approximately 36 hours of overtime had been accrued by their department and it will likely continue to accrue until the situation is resolved.

Mayor Jim Yonally asked where the positive samples from City Hall had come from.

Public Works Foreman Mike Krebs responded the first positive sample was from the public restroom, then when doing additional samples of all City Hall faucets over the weekend, they all came back positive except for the public restroom. He said the public restroom sample was positive when tested on Monday, and another from downstream was positive. He added the downstream sample was not collected by staff.

J. Yonally asked if something is wrong with the City Hall pipes or if there’s something under the building causing the issue.

M. Krebs replied the chance of backflow is highly unlikely, and his best guess is the issue is due to old pipes that weren’t replaced when the City Hall building was remodeled.

City Councilor Matt Kennedy asked what the county’s standard for issuing an alert is when a sample comes back positive. He asked why everyone needs to boil their water.

M. Krebs said they discussed that with the county on Friday, and the decision to issue a boil water alert is made by the state health authority. He said state law requires the alert when there are two positive tests.

City Councilor Angie Wheatcroft said she shared the information provided by the City to the Council and was asked by people why they didn't receive that information from City Staff. She said just providing more information would have been helpful, and would have made the citizens feel better.

M. Kennedy said the information was issued, but he still felt uninformed. He said it would be nice to have all the information in one place.

M. Krebs said staff has already had discussions on what could be done better. He said the county provided a list of what to do, but the phone calls from the public drastically slowed down the informing and alerting process and contacting media, etc.

A. Wheatcroft asked if any processes had changed between the everbridge notice sent out Friday and the one sent out Monday.

M. Olinger said there were things done differently. She said they re-organized processes and it went much smoother on the City's end Monday.

A. Wheatcroft asked what the City did to alert Spanish speaking citizens.

M. Olinger said they have one avenue for the alert, a popular Hispanic community television channel. She said they are looking into other avenues as well.

A. Wheatcroft suggested sending flyers home with school children with the information in English and Spanish.

Police Chief Dave Dryden said there are many elderly in the community who don't have internet access, so officers dropped off informational flyers to as many as them as possible.

J. Yonally asked what was going on with the flag pole and tennis court lights at Barendse Park.

M. Olinger said they received estimates and they were better than originally anticipated. She said it appears Public Works has the funds in the current budget to move forward with it.

M. Kennedy asked what was wrong with the lighting.

M. Krebs said the wiring for the flag pole and tennis courts needs to be redone, as over time, the wires have deteriorated.

The Consensus of the Council was to move forward with the lighting project if it fits in the current budget.

ADMINISTRATIVE DEPARTMENT – Director of Administration/City Recorder V. Nogle, MMC. Director of Administration/City Recorder Vickie Nogle asked the Council if they wanted to hold the annual holiday awards banquet this year.

Mayor Jim Yonally said the cost is a relatively small amount, and suggested a potluck.

City Councilor Angie Wheatcroft agreed with something less than what has been done in the past.

City Councilor Matt Kennedy said he wouldn't put off the event, but agreed something smaller scale would be better.

The Consensus of the Council is to look into holding a potluck at the Fire Hall again.

Senior Accounting Specialist Kari Kurtz reported the audit had been completed and asked if Council wanted a representative from the auditor's office to speak with them. She said the parks budget had been over expended due to necessary purchases. She said the new software go-live date is November 16, 2015. She said the new program would allow customers to view statements online, etc.

The Consensus of the Council is to not have a representative from the auditor's office attend the meeting.

POLICE DEPARTMENT – Police Chief Dave Dryden. D. Dryden had nothing to add to his report.

CONSENT AGENDA.

- A. **APPROVAL OF OCTOBER 13, 2015, CITY COUNCIL MINUTES.**
- B. **APPROVAL OF APPLICATION FOR NORTH MARION FELLOWSHIP TO USE CENTENNIAL PARK DECEMBER 4, 2015, FOR A CHRISTMAS TREE LIGHTING CEREMONY, AND AUTHORIZATION FOR THE CITY TO PAY FOR THE LIGHTING COSTS.** *(Refer to the Public Works report #2)*
- C. **AUTHORIZE TO PAY-OUT 44 HOURS OF VACATION TIME FOR PUBLIC WORKS SUPERINTENDENT JAIME ESTRADA.** *(Refer to the Public Works report #3)*
- D. **AUTHORIZE TO PAY-OUT 56 HOURS OF VACATION TIME FOR PUBLIC WORKS FOREMAN MIKE KREBS.** *(Refer to the Public Works report #4)*

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

APPROVAL OF THE OCTOBER 2015 BANK RECONCILIATION REPORT. MSA/City Councilor Matt Kennedy/City Councilor Angie Wheatcroft moved to approve the bank reconciliation reports as presented. City Councilor Matt Kennedy, City Councilor Angie Wheatcroft, and Mayor Jim Yonally were in favor. Motion passed. City Councilor Barbara Ruiz

abstained from voting due to a conflict of interest as her father is the owner of the Shell gas station that she is employed.

OTHER CITY BUSINESS. There was none.

ADJOURNMENT - (NEXT REGULAR CITY COUNCIL MEETING IS TUESDAY, DECEMBER 8, 2015, AT 6:00 P.M.) MSA/City Councilor Angie Wheatcroft/City Councilor Barbara Ruiz moved to adjourn the meeting. City Councilor Matt Kennedy, City Councilor Angie Wheatcroft, City Councilor Barbara Ruiz, and Mayor Jim Yonally were in favor. Motion passed. Meeting adjourned at 7:55 p.m.

Mayor Jim Yonally

ATTEST:

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

Lucy T. Astorga, Administrative Assistant
Recording & Transcribing

2016 SPECIAL CITY ALLOTMENT AGREEMENT

G Street: OR 99E to 2nd Street
City of Hubbard

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State;" and the CITY OF HUBBARD, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. G Street is part of the city street system under the jurisdiction and control of Agency.
2. By the authority granted in Oregon Revised Statutes (ORS [190.110](#), [366.800](#), and [366.805](#)), there has been withdrawn from State Highway Funds appropriated for allocation to cities of the State of Oregon the sum of \$500,000 and an additional \$500,000 available to the Oregon Department of Transportation from the State Highway Fund. These sums have been set up in a separate account to be administered by the Oregon Department of Transportation. The \$1,000,000 shall be allotted each year by State for use upon city streets that are not a part of the state highway system, that are within cities with populations of 5,000 or fewer persons, and that are inadequate for the capacity they serve or are in a condition detrimental to safety. No one project can receive more than \$50,000.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. By the authority granted in ORS [366.805\(2\)](#), Agency has requested monies from this account for a new pavement overlay, curb, and sidewalk along G Street between OR 99E to 2nd Street, hereinafter referred to as "Project." The total estimated cost of the Project is \$59,128. The location of the Project is approximately as shown on the map attached hereto, marked "Exhibit A," and by this reference made a part hereof.
2. State has considered Agency's request for the Project and has determined that this Project is eligible for funding under the Special City Allotment (SCA) Program.
3. The Parties hereto mutually agree and understand that the cost of the Project will be paid for with SCA funds and by Agency as follows: SCA funds will pay for eligible Project costs up to an amount not to exceed \$50,000, and Agency shall pay any costs in excess of \$50,000. State shall issue payments after January 1, 2016. Only work begun after the effective date of this Agreement is eligible for reimbursement with SCA funds.

4. Documented cost of preliminary engineering and construction engineering services performed by the Agency, or the Agency's consultant, are eligible Project costs.
5. The term of this Agreement will begin upon execution and will terminate two (2) years following the date of final execution unless extended by an executed amendment.

AGENCY OBLIGATIONS

1. Agency shall conduct all right of way activities in accordance with the [Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970](#), as amended, ORS [Chapter 35](#), [Federal-Aid Policy Guide](#), [Code of Federal Regulations](#) (CFR) and the [ODOT Right of Way Manual](#), and [Title 23 CFR Part 710](#) and [Title 49 CFR Part 24](#).
2. Agency shall assume management and financial responsibility for the acquisition of all right of way. Right of way may be acquired by Agency or on behalf of Agency (by consultants or State) at Agency's choice. If State performs the acquisition, a Right of Way Services Agreement shall be executed setting forth the responsibilities of each Party.
3. Agency shall assume management and financial responsibility (at no expense to State) for the adjustment, reconstruction, and relocation of utility installations, including all privately or publicly owned utility conduits, lines, poles, mains, pipes and all other facilities of every kind and nature where such relocation or reconstruction is required for Project completion.
4. Agency shall prepare, or cause to be prepared, the plans and specifications for the Project, advertise the Project, contract the work, perform the construction engineering, and make the necessary contract payments.
5. Agency shall, during the course of the work, accumulate and retain documentation of all Project costs.
6. Agency shall, upon completion of Project, certify to State that Project is complete and in substantial conformance with the plans and controlling specifications. Agency shall submit an invoice for the remaining cost of Project which, when added to the amount previously advanced by State, shall not exceed the actual total cost of Project or \$50,000, whichever is less.
7. Agency shall assume management and financial responsibility for the ongoing maintenance of Project following construction completion.
8. Agency understands those streets or portions of streets, upon which SCA funds have been expended, are not eligible for additional SCA funds for a period of ten (10) years following the approval of such funds.

9. Agency understands that if Project is canceled by Agency, or not completed within the time requirements or in accordance with the terms of this Agreement, after Agency has received the advance of one-half (50 percent) of the estimated cost of Project or \$25,000, whichever is less, Agency shall immediately repay to State the full amount of the advance.
10. All employers, including Agency, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage unless such employers are exempt under ORS [656.126](#). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. Agency shall ensure that each of its contractors complies with these requirements.
11. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#), and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
12. Agency acknowledges and agrees that State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
13. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
14. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS [190.003](#), if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Oregon Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS [30.260](#), caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or

subcontractors of the contractor (“Claims”). It is the specific intention of the Parties that State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.

15. Any such indemnification shall also provide that neither Agency’s contractor and subcontractor nor any attorney engaged by Agency’s contractor and subcontractor shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency’s contractor is prohibited from defending the State of Oregon, or that Agency’s contractor is not adequately defending the State of Oregon’s interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency’s contractor if the State of Oregon elects to assume its own defense.
16. Agency’s Project Manager of this Project is Jaime Estrada, Public Works Superintendent, City of Hubbard, 3720 Second Street, PO Box 380, Hubbard, Oregon 97032; phone: (503) 982-9429; email: jestrada@cityofhubbard.org, or assigned designee upon individual’s absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State shall administer the funds in the SCA account in the following manner:
 - a. After January 1, 2016, at Agency’s request, State may, upon execution of this Agreement, and concurrence on the plans and specifications, forward to the Agency an advance deposit equal one-half (50 percent) of the estimated cost of the Project, not to exceed \$25,000.
 - b. State shall, upon satisfactory final inspection by State and certification of acceptance of work by the Agency, accompanied by documentation of all Project costs, make final payment to Agency. Total payments to Agency, including advance deposit payment, shall not exceed a total of \$50,000.
2. State’s Project Manager for this Project is Brennan Burbank, Local Project Delivery Coordinator, ODOT, Region 2, 455 Airport Road SE, Building B, Salem, Oregon 97301; phone: (503) 986-2650; email: brennan.s.burbank@odot.state.or.us, or assigned designee upon individual’s absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of both Parties.
2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If State fails to receive funding, appropriations, limitations, or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or State is prohibited from paying for such work from the planned funding source.
3. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which the State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such

expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS [30.260](#) to [30.300](#), if the State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS [30.260](#) to [30.300](#), if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. Agency maintenance responsibilities shall survive termination of this Agreement if Project is completed and accepted.
9. This Agreement may be executed in several counterparts (facsimile or otherwise) all of which when taken together shall constitute one Agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
10. 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 either Party unless in writing and signed by both Parties and all necessary 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 State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.

THE PARTIES, by execution of this Agreement, hereby acknowledge that its signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on October 14, 2015 by the Program and Funding Services Manager.

CITY OF HUBBARD, by and through its elected officials

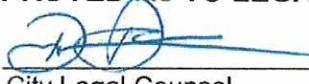
By _____
Mayor

Date _____

By _____
Director of Administration/City Recorder

Date _____

APPROVED AS TO LEGAL FORM

By  _____
City Legal Counsel

Date 11/19/15 _____

Agency Contact:

Jaime Estrada, Public Works Superintendent
City of Hubbard
3720 Second Street
PO Box 380
Hubbard, OR 97032
Phone: (503) 982-9429
Email: jestrada@cityofhubbard.org

STATE OF OREGON, by and through its Department of Transportation

By _____
Region 2 Manager

Date _____

APPROVAL RECOMMENDED

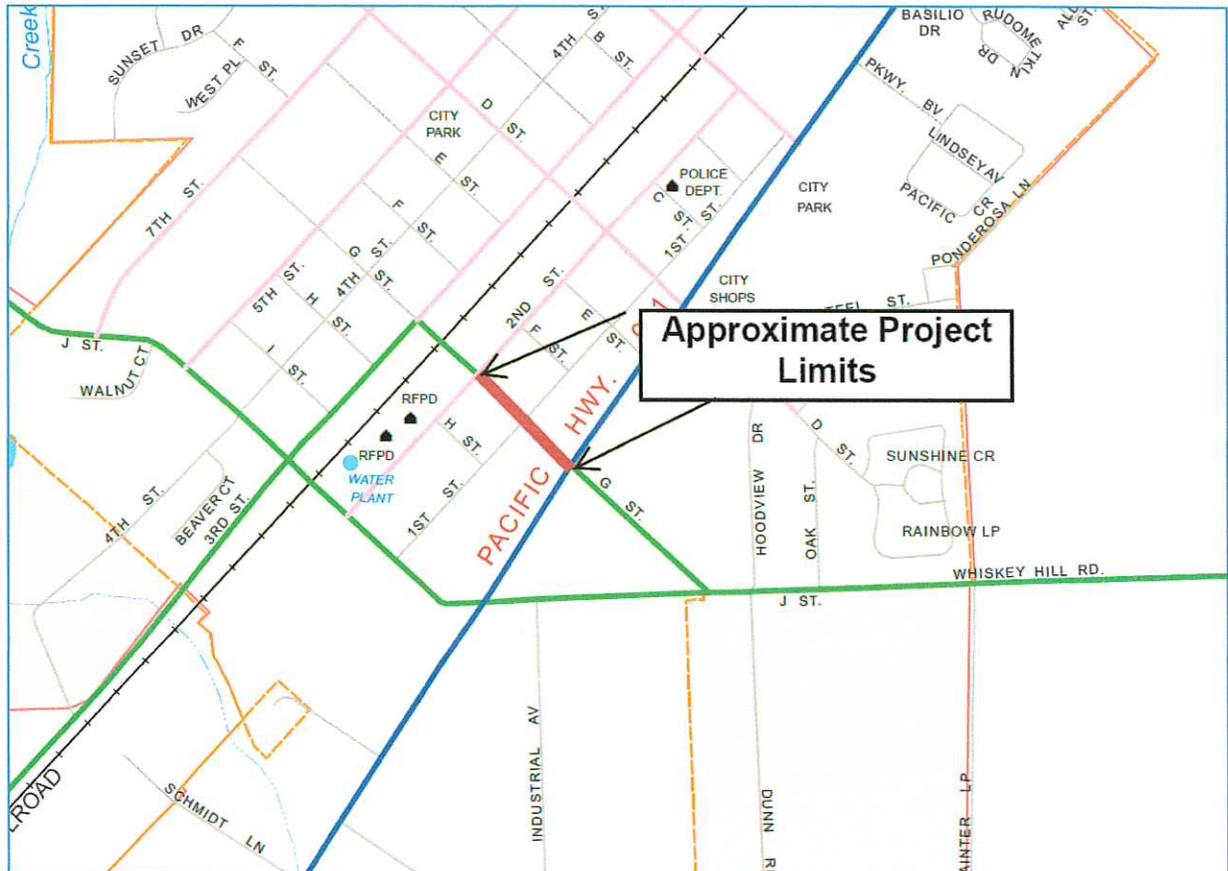
By _____
Region 2 Planning and Development
Manager

Date _____

State Contact:

Brennan Burbank
Local Project Delivery Coordinator
ODOT, Region 2
455 Airport Road SE, Bldg. B
Salem, OR 97301
Phone: (503) 986-2650
Email: brennan.s.burbank@odot.state.or.us

EXHIBIT A
Project Location Map
G Street: OR 99E to 2nd Street



half of their normal pay rate for all such hours worked.

- D. All Holiday time off must be taken within sixty (60) days of accrual, unless approval is extended by the City Council. The Department Head shall review and initial all extension requests. Accrued Holiday time above the maximum must be paid in cash at overtime rates. It is the responsibility of Department Heads to schedule accrued Holiday time off to conform to budget constraints. (Accrued Holiday time is a liability of the City.) ♦

♦ Amended by Resolution No. 506-2011

is not provided to Volunteers or to employees not eligible for overtime.

Regular part-time employees are not eligible to receive call back time unless they have worked 40 hours in the workweek. ♦

8.02 COMPENSATION CALL BACK TIME

Regular full-time employees called into work other than the regular starting time without at least 24 hours advance notice will be paid or accrued a minimum of two (2) hours pay at the employee's overtime rate. All time provided in this section must be approved by the Department Head. Call time is not provided to Volunteers or to employees not eligible for overtime.

Regular part-time employees are not eligible to receive call back time unless they have worked 40 hours in the workweek. ♦

8.02.01 REMOTE ACCESS

If the City assigns work to an employee outside of her/his regularly scheduled shift, but such work does not required the employee to remain at or travel to a City work site (such as remote computer access or phone access) such work shall not be considered callback regardless of notice. However, the employee shall be entitle compensation at one-and-one half (1 ½) times his/her straight time rate for the duration of the work.

8.03 COMPENSATORY TIME OFF

Maximum Accrual of Compensatory Time shall conform to the Fair Labor Standards Act (40 hours of work equals 60 hours compensatory time). The maximum accrual of compensatory time shall be 60 hours. Department Heads will closely monitor comp-time and will schedule workloads accordingly to minimize the amount of comp-time accrued.

During emergency situations in the Police and Public Works Departments, accrual over 60 hours may be extended. However, the excess accrual must be taken off within the following 60 days, or extended with approval of the City Council. The responsible Department Head must indicate in writing that an emergency situation did occur and overtime was authorized beyond the maximum. Since authorization for comp-time during an emergency situation will most likely be given by telephone, the written report may be prepared after the time has been accrued. The report shall contain the reason for the overtime, when authorization was given and when the accrued time will be brought into compliance. The Department Head shall review and initial all authorizations for comp-time beyond the maximum.

Accrued hours worked above the maximum must be paid in cash at overtime rates. It is the responsibility of Department Heads to limit the amount of compensatory time to conform to budget constraints. (Accrued compensatory time is a liability of the city.)

Payroll Department will keep an account of all accrued compensatory time.

INTERGOVERNMENTAL AGREEMENT
Between
MARION COUNTY and CITY OF HUBBARD

1. PARTIES TO AGREEMENT

This Agreement between *City of Hubbard*, hereafter called Agency, and *Marion County*, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Cooperative Agreements).

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Agency will implement the Commercial Center Rezone project with the Economic Development Community Project Grant award. These services are further described in Section 5.

3. TERM AND TERMINATION

3.1 This Agreement shall be effective for the period of *December 15, 2015* through *June 30, 2016* unless sooner terminated or extended as provided herein.

3.2 This Agreement may be extended for an additional period of one year by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.

3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing, and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

3.4 County may terminate this agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
- b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement or are no longer eligible for the funding proposed for payments authorized by this agreement.
- c. If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this agreement is for any reason denied, revoked or not renewed.

- d. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
- e. If Agency fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

3.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. FUNDING AND BILLING

4.1 The total amount paid under this contract shall not exceed the grant award amount of \$3,500.00. Payments under this contract shall be made on a cost reimbursement basis according to the following terms:

- a. 80% of funds will be paid upon signed contract and submission of an invoice.
- b. 20% of funds will be paid upon receipt and approval of the final project and financial report; and submission of an invoice and proof of all expenditures.

4.2 Requests for payment shall be submitted to the County *by invoice as outlined above in 4.1* to the attention of: *Community Services Economic Development* at the following address: PO Box 14500, Salem, OR 97309. Final invoices are due no later than *July 15, 2016*.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

5.1 GENERAL PROVISIONS

- 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 ORS 461.500 et seq. The program established pursuant to ORS 461.500 et seq. and referenced in this Agreement is known as the "Community Projects Grant Program" or "CPGP."
- c. The funds under this Agreement are subject to the Notice of Allocations, Application Procedures, ORS 461.500 et seq., and the Funding Approval, including any special conditions. Each of these regulations and the Funding Approval constitute part of this Agreement and are incorporated herein by reference.
- d. The Agreement is also subject to Marion County's CPGP Funding Criteria;

regulatory changes; and guidelines and other official notices or clarification that may become available from time to time.

- e. County has reviewed the City'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.

5.2 UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL:

- a. Agency shall perform the Commercial Center Rezone (Project), described in the Application, hereby incorporated and attached as Exhibit A. The Project includes a parcel by parcel land use inventory of the commercial center, identification and mapping of parcels primed for rezone, hosting of public hearings, analysis of information and recommendation to the City Council Planning Commission.
- b. Changes to the Project by the Agency shall require 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.
- c. Agency shall submit a final report due July 15, 2016, or 30 days after completion date of the project, whichever comes first. The report shall be submitted using Exhibit B and shall include:
 - i. A review of the components proposed and funded including the completion of each component and the result of implementation of each components.
 - ii. Explanations for any components not implemented or completed.
 - iii. An overview of the result of the project on the overall project goals and/or the community.
 - iv. A detailed project financial report (Exhibit B-2).

The Agency may be asked to give a report in person to the Marion County Board of Commissioners during their weekly board session.

Reports will be submitted to Marion County Community Services: 555 Court Street NE, Ste. 3120, PO Box 14500, Salem, OR 97309.

Failure to comply with these reporting requirements may result in the suspension of funds, or a termination of the Agreement.

5.3 UNDER THE TERMS OF THIS AGREEMENT, COUNTY SHALL:

- a. County shall provide funds to the Agency, beginning with the execution of this agreement as outlined above.
- b. The County shall evaluate the effectiveness of the project using the following criteria:
 - i. An inventory and analysis of land parcels to be rezoned conducted.

- ii. Public hearings held regarding the proposed rezoning.
- iii. Recommendation on the rezone provided to the City Council.
- iv. Net gain of acreage zoned Commercial in the designated Commercial Center.

6. COMPLIANCE WITH APPLICABLE LAWS

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

7. NONDISCRIMINATION

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

8. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

9. INSURANCE

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

10. MERGER CLAUSE

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

11. NOTICES

Any notice required to be given the Agency or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For County:

For Agency:

Marion County
Community Services Department
P.O. Box 14500
Salem, OR 97309-5036

City of Hubbard
PO Box 380
Hubbard, OR 97032

SIGNATURES

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

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

MARION COUNTY SIGNATURE

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

CITY OF HUBBARD

Authorized Signature: _____ Date: _____

Title: _____

EXHIBIT A - Application



Community Projects Grants Application Summary Form

Due by 3pm August 31, 2015

Date: August 26, 2015	
Organization Name:	City of Hubbard
Fiscal sponsor if applicable:	N/A
Entity Type	Nonprofit 501(c)3 <input checked="" type="checkbox"/> Public entity <input type="checkbox"/> Other: <input type="checkbox"/>
Address	P.O. Box 380
City	Hubbard State OR Zip Code 97032
Phone	503.981.9633 Fax 503.981.8743
Website	http://www.cityofhubbard.org/
Employer ID number (EIN)	93-055-4149 Year org. established 1859
Number of paid employees	18 FTE 15 Number of volunteers 13
Organization Director	
Prefix (Mr., Ms., etc.)	
First Name	James Last Name Yonally
Title	Mayor E-Mail jim.yonally@yahoo.com
Project Contact Person	
Prefix (Mr., Ms., etc.)	
Name	Vickie Nogle Title Director of Administration/City Recorder
Phone	503.981.9633 E-Mail vlnogle@cityofhubbard.org
Project Category (select one)	Capital construction <input type="checkbox"/> facility needs <input type="checkbox"/> Match requirement for larger grant <input type="checkbox"/> Project planning and design <input checked="" type="checkbox"/>
Project Title	Hubbard Commercial Center Rezone
Project Description (one sentence)	Legislative rezone of the Commercial Center in Hubbard to remove an obstacle to private development and allow the full range of commercial uses and development.
Key Project Components (a snapshot of your project, including benefit to the community and measurable outcomes)	<ul style="list-style-type: none"> ▪ Identify parcels in the Commercial Center primed for rezone ▪ Notify affected property owners and solicit feedback ▪ Hold a public hearing before the Hubbard Planning Commission to facilitate citizen input ▪ Hold a second public hearing before the Hubbard City Council ▪ Rezone the Commercial Center to allow a full range of commercial uses ▪ Rezone effectively eliminates an obstacle to private investment, unlocks the market, and fosters economic development in the Commercial Center ▪ Measurable Outcome: Increased supply of properties zoned to accommodate a full range of commercial uses and development in the Commercial Center
Which cities will benefit from the project?	Hubbard and the surrounding area
How many persons will directly benefit from the project?	3,200+

EXHIBIT A - Application

Total Project Budget	\$5,300	Total Grant Request	\$3,500
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Please list other funding sources and amounts for this project; indicate if the funding has been secured with a "Yes" or "No".

Source	Amount	Secured	Source	Amount	Secured
City of Hubbard Funds	\$1,800	Yes			

Please list grant applications submitted in the past five years to any Marion County Economic Development Grant program. Include amounts requested and awarded.

N/A

With my signature I certify the following: (1) The above information is correct; (2) I am authorized by the organization to submit this grant application; and (3) This organization is in good standing with the IRS.

Jim Donally
Printed Name of Authorized Agent

[Handwritten Signature]
Signature of Authorized Agent

MAYOR
Title

8/24/2015
Date

Note: The information below is for your information. You may delete it from your completed grant application form.

EXHIBIT A - Application



Community Projects Grants Grant Narrative

Due by 3pm August 31, 2015

Instructions: Please keep form to no more than five pages, using 12-point font. Delete the instructions and the *italicized* sub-headers for each question prior to submission. Do not delete the numbered headers in bold.

Your Organization's Name:	City of Hubbard
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1. Tell us about your organization. *What are your mission and track record of the applicant? Highlight two or three key facts and accomplishments that best define you.*

Historically, the economy of the Hubbard area was built around the agricultural production of the valley. During the late 1980s and into the 1990s the City significantly increased its industrial base. The largest employers include meat packing, auto sales, a seed cleaning operation, clothing production, numerous manufacturing businesses, telecommunication services, construction services, and related commercial activities. Hubbard provides limited commercial services in a small downtown area.

The City of Hubbard has adopted a Resource Team Report prepared by the Oregon Downtown Development Association (ODDA) as part of its Comprehensive Plan. The ODDA report includes a number of recommendations intended to improve the viability of Hubbard's historic Commercial Center. The report recommended expanding the diversity of retail and related commercial uses to, as well as pedestrian and streetscape improvements.

Since the completion of the ODDA study, the City has emphasized improvements to sidewalks along Highway 99E. The City has been awarded, and successfully brought to completion, a grant from the Oregon Transportation Enhancement Program for sidewalk and pedestrian improvements along Highway 99E from D Street to the north, and along D Street from Casteel Street to the Highway 99E intersection.

The City has continuously reaffirmed its support for its Commercial Center through analysis of economic opportunities, establishment of Comprehensive Plan policies, and investment in infrastructure improvements.

2. Describe the need for the project. *Provide a brief description of the community need for the project. Where will the project occur? What need(s) will the project address? Who will benefit from the project? Why are grant funds needed?*

Hubbard has a charming downtown area including the land "across the tracks" on Third Street. Third Street has a fairly contiguous line of storefronts, both historic and new infill. This street has a distinct charm due to its scale, architecture, and the wonderful line of street trees and green space directly across from it. While the Hubbard Comprehensive Plan designation for this area is "Commercial," much of the commercial center, including Third Street, is not currently zoned to allow the full range of commercial uses.

The ODDA report found that Hubbard has both a shortage of viable retail/commercial properties and strong redevelopment potential of a historic downtown with a special "sense of place". An important component of Hubbard's overall downtown revitalization should be the 'reclaiming' of Third Street as an

EXHIBIT A - Application

important retail component of downtown. Currently, contains a mix of uses ranging from residential to commercial service, which is reflective of its Residential-Commercial zoning. However, breweries, distilleries, and other smaller-scale “craft” or “artisan” processing operations are not currently permitted in much of the commercial center. These types of commercial uses, which often include a compelling retail component, are strong economic drivers for small towns in the region.

Hubbard needs to amend its zoning to align its zoning map with its existing Comprehensive Plan designations. Simultaneously, this will allow for the full range of commercial uses in the designated commercial center, removing a barrier to private investment and fostering economic development. The scale and ambiance of the commercial center, and especially Third Street, lends itself to this type of development and commercial activity, but the zoning must first be amended to accommodate it.

3. Describe the proposed project. *Provide a brief description of the project including the project goals and anticipated outcomes or results.*

Phase 1 – Analysis. An updated parcel by parcel land use inventory will be conducted in the commercial center, and each parcel primed for rezone will be identified and mapped. The City will reach out to property owners affected by the rezone and solicit their input and feedback.

Phase 2 – Adoption. The Hubbard Planning Commission will hold a public hearing on the proposed zoning amendment to take additional public comment before making a recommendation to the City Council. The City Council will hold a final public hearing on the zoning amendment before making a decision.

Project Goals: Bring zoning into compliance with Comprehensive Plan designations. Increase the acreage of commercially zoned land available in the Commercial Center to meet the anticipated need and economic development potential identified in the Comprehensive Plan and ODDA Resource Team Report. Remove an obstacle to private investment and strengthen the City’s economic base.

Anticipated Outcomes: City Council adoption of amendments to the official City Zoning Map which achieve the project goals listed above.

4. Describe the project activities. *What is the plan for implementing the project? Provide a detailed description of the activities including timelines for starting and completing each activity. Identify which activities are to be funded by the grant.*

The City of Hubbard has previously implemented multiple legislative amendment to its Comprehensive Plan and Zoning Map. Detailed procedures for legislative amendments to a zoning map are mandated by ORS 197, ORS 227, and the Hubbard Development Code.

Phase 1 – Analysis. The contract planner will conduct an updated parcel by parcel land use inventory of the commercial center, and each vacant or redevelopable parcel primed for rezone will be identified and mapped. The City will reach out to property owners affected by the rezone and solicit their input and feedback. The contract planner will draft a formal assessment of the rezone against Development Code provisions, Comprehensive Plan policies, and other applicable regulations.

Phase 2 – Adoption. The Hubbard Planning Commission will hold a public hearing on the proposed zoning amendment to take additional public comment before making a recommendation to the City

EXHIBIT A - Application

Council. The City Council will hold a public hearing on the zoning amendment before making a final decision.

Phase 1: December 1, 2015 to January 31, 2016

Grant funding will be used to compensate a contract planner to conduct Phase 1 analysis and prepare a staff report and recommendation to the Planning Commission.

Phase 2: February 1, 2015 to March 31, 2016

Grant funding will be used to compensate a contract planner to staff public hearings by the Hubbard Planning Commission and City Council.

5. How will you measure results? *What will success look like? How will you measure or document project success or impact? Please outline at least three measurable outcomes.*

In the near term, City Council adoption of a legislative rezone of the Commercial Center will constitute success. Longer term, each commercial development, redevelopment and/or new business sited in the Commercial Center will constitute a growing success. Additionally, the prohibition in the Commercial Center of additional residential development, except when above or accessory to a permitted commercial use, will constitute success.

Within the context of this project, success can be evaluated using the following three metrics:

- 1) Net gain of acreage zoned Commercial in the designated Commercial Center;
- 2) Redevelopment of existing structure in the Commercial Center for commercial purposes; and
- 3) New commercial development in the Commercial Center

6. Describe the economic development significance of this project for the community. *How does the project enhance community livability or community safety? How does the project support economic development?*

Currently, the zoning of Hubbard's Commercial Center does not align with its designation in Hubbard's Comprehensive Plan, and this misalignment creates an obstacle to economic development. This obstacle is defined further by the ODDA Resource Team Report's conclusion that a limited retail base with few available commercial properties is an ongoing challenge for the City.

This project will address both impediments by bringing the zoning of the Commercial Center into compliance with its designation in the Comprehensive Plan and simultaneously increasing the acreage available to support the widest range of commercial uses, and those uses most likely to drive economic growth in small cities. Fixing the underlying zoning will allow a viable retail base to grow in the Commercial Center, cultivate new jobs, create a more vibrant and pedestrian-oriented retail environment, offer goods and services to people from across the region. In addition to the economic development benefits, increased foot traffic and activity is a proven deterrent to crime and promotes community safety.

7. Describe the community support for the project. *Briefly describe support for the project;, does the project align with the community's plan? List partners or businesses involved.*

EXHIBIT A - Application

The project will bring the City of Hubbard into greater compliance with its Comprehensive Plan and the ODDA Resource Team Report. For more than a decade, spanning multiple City Councils and Planning Commissions, the City has consistently adopted land use and economic development policies which align with the project, and each City Council decision has been reached at the conclusion of a public process with multiple opportunities for potential opponents to raise their concerns. The current City Council voted to pursue grant funding for this project, and this application includes a letter of support from Mayor Jim Yonally.

8. Who is responsible for your project? *Briefly describe your project leaders and the role that each will play in the project. Identify the person responsible for grant reporting and compliance?*

At a staff level, the project will be led by the contract planner and Director of Administration. The contract planner will manage collection of information, coordinate with other city departments and state agencies, perform technical analysis, draft findings, and make a recommendation to the Hubbard Planning Commission. Grant reporting and compliance will be managed by the Director of Administration with support from the contract planner and other city staff.

9. How much will the project cost? *Please note: Project revenues and expenses described here should correlate to project activities and match your attached project budget. How will grant funds be spent? When are grant funds needed? Are other sources of funding secured? If the grant award is less than the requested amount, will the project be able to move forward? What is your plan if you are unable to secure the full revenue required for the project?*

Please see Attachment A. A total of \$3,500 in grant funding is requested to finance the contract planner, mileage, and supplies. The City of Hubbard will contribute \$1,800 in salaries and wages for staff to support the project. Up to half of the requested grant funding would be needed upon completion of Phase 1, and the balance of previously unused funds upon the Completion of Phase 2. The project is unlikely to move forward if a grant award is less than the requested amount. If the City is unable to secure the necessary revenue, the project will not be completed at this time.

10. How will you sustain the project beyond the grant funding? *What is the anticipated cost for ongoing maintenance or activities? Please describe your plan for securing the financial, human and in-kind resources needed to sustain or build on project.*

There is no cost for ongoing maintenance or activities. Once an area is rezoned, no maintenance is required. The City of Hubbard already has goals and policies built into its Comprehensive Plan to encourage the types of development and activities that would be permitted with as a result of the proposed rezone.

EXHIBIT A Application

Economic Development Lottery Grant Application

Attachment A - Project Budget

ORGANIZATION NAME: _____ CITY OF HUBBARD

Insert additional rows as needed.

PROJECT REVENUES			
Funding Sources	Grant Funds	Non-Grant Funds	Total
Oregon Lottery Economic Development Grant	\$ 3,500.00		\$ 3,500.00
City of Hubbard		\$ 1,800.00	\$ 1,800.00
Total Revenue	\$ 3,500.00	\$ 1,800.00	\$ 5,300.00

PROJECT EXPENSES			
Personnel	Grant Funds	Non-Grant Funds	Total
Salaries/Wages		\$1,800.00	\$1,800.00
Fringe Benefits			
Personnel Total		\$1,800.00	\$1,800.00

Travel	Grant Funds	Non-Grant Funds	Total
Mileage	\$76.00		\$76.00
Travel Total	\$76.00		\$76.00

Supplies	Grant Funds	Non-Grant Funds	Total
Maps	\$300.00		\$300.00
Notices	\$36.00		\$36.00
Postage	\$88.00		\$88.00
Supplies Total	\$424.00		\$424.00

Operations	Grant Funds	Non-Grant Funds	Total
N/A			
Operations Total			

Contractual (non-construction)	Grant Funds	Non-Grant Funds	Total
Contract Planner	\$3,000.00		\$3,000.00
Contractual Total	\$3,000.00		\$3,000.00

Construction	Grant Funds	Non-Grant Funds	Total
N/A			
Construction Total			

Total Direct Costs	\$3,500.00	\$1,800.00	\$5,300.00
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Indirect	Grant Funds	Non-Grant Funds	Total
Indirect Total			

Total Project Costs	\$3,500.00	\$1,800.00	\$5,300.00
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EXHIBIT A - Application



Economic Development Lottery Grants

Due by 3pm May 13, 2015

ATTACHMENT B – ASSURANCES

Organization Name:

My signature below indicates that I understand that if my business is awarded funds under this application I will:

1. Agree to specific measurements that can identify the effectiveness of my project.
2. Provide proof of secured revenue prior to release of grant funds if required by County.
3. Agree to a Money-Back Guarantee on grant funds.
4. Allow Marion County to disclose limited company information (non-proprietary) on the type and amount of grant awarded by Marion County, the benefits my company has committed to create relevant to this grant program, and the outcome of fulfilling those commitments.
5. Track expenditures related to this project separately from other organizational funds, and provide reports at specified intervals agreed upon in the contract.
6. Complete project reports as outlined in the contract, including a final report at the end of the project providing both anecdotal information and data on the project's outcomes. (Final payment will not be made until a final report is accepted and reviewed by the Marion County Economic Development Advisory Board.)
7. Maintain sufficient resources on hand to cover project costs incurred between invoices. (Invoices may be submitted once each month, or as negotiated.)
8. Sign a Contract before funds are delivered and comply with the terms and conditions therein for the duration of the project.
9. Have the authority to sign this application on behalf of my organization.

JIM YONALLY
Printed Name of Authorized Agent

Signature of Authorized Agent

MAYOR
Title

Date

8/26/2015

EXHIBIT A - Application

CITY OF HUBBARD

3720 2nd Street • P.O. Box 380 Hubbard, Oregon 97032

503-981-9633 Fax: 503-981-8743
www.cityofhubbard.org



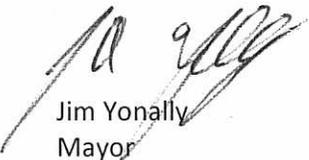
August 26, 2015

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

To Whom It May Concern:

The City of Hubbard seeks funding from Marion County to initiate a rezone of Hubbard's Commercial Center. The Comprehensive Plan identifies the Commercial Center as the blocks bounded by A Street to the north, G Street to the south, 3rd Street to the west, and Hwy 99E to the east. However, only a small portion of this area is zoned for the widest array of commercial uses. Small businesses have expressed interest in redeveloping some of the underutilized buildings in the Commercial Center, but the zoning is viewed as an obstacle to private investment. The City believes that initiating a legislative rezone of the Commercial Center is in the best interest of the City, will help unlock the market, and lay the foundation for increased private investment and economic development in our city.

Sincerely,



Jim Yonally
Mayor



EXHIBIT B

MARION COUNTY ECONOMIC DEVELOPMENT LOTTERY GRANT 2015-16 Project Report

Project Title: Commercial Center Rezone	
Company: City of Hubbard	
Project Lead:	
Phone:	Email:

Project End Date: June 30, 2016	Report Due: July 15, 2016
Grant Award Amount: \$3,500.00	Total Grant Funds Expended: <i>Please attach a detailed expense report.</i>
Planned Match Revenue:	Actual Match Revenue YTD:
Number of project volunteers:	Number of volunteers hours:

1. Brief description of the project: (500 words or less)

The Project includes a parcel by parcel land use inventory of the commercial center, identification and mapping of parcels primed for rezone, hosting of public hearings, analysis of information and recommendation to the City Council Planning Commission.

2. Please provide a brief update on each of the project goals accomplishments to date and any modifications to the original project. Please include photos (if relevant) as part of the final report.

Status of Project Objective #1: Complete an inventory and analysis of land parcels to be rezoned.	<input type="checkbox"/> Complete <input type="checkbox"/> In Progress <input type="checkbox"/> Not Started
Status of Project Objective #2: Hold public hearings regarding proposed rezoning.	<input type="checkbox"/> Complete <input type="checkbox"/> In Progress <input type="checkbox"/> Not Started
Status of Project Objective #3: Provide a recommendation for rezoning to the City Council.	<input type="checkbox"/> Complete <input type="checkbox"/> In Progress <input type="checkbox"/> Not Started
Status of Project Objective #4: Measure the net gain of acreage zoned Commercial in the designated Commercial Center.	<input type="checkbox"/> Complete <input type="checkbox"/> In Progress <input type="checkbox"/> Not Started

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3. Is/Was there any unforeseen challenges or barriers to completing the project as planned? If so, please describe the problem and any identified solutions.

--

Report Completed By:	Date:
-----------------------------	--------------

For Office Use Only:

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

Marion County
Economic Development Lottery Grant Exhibit B-2 - Project Expense Report

COMPANY NAME: City of Hubbard

Insert additional rows as needed.

PROJECT REVENUES			
Funding Sources	Grant Funds	Non-Grant Funds	Total
Oregon Lottery Economic Development Grant	\$ 3,500.00	\$ -	\$ 3,500.00
			\$ -
			\$ -
Total Revenue	\$ 3,500.00	\$ -	\$ 3,500.00

PROJECT EXPENSES			
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Expenses - Cash	Grant Funds	Non-Grant Funds	Total
			\$ -
	\$ -	\$ -	\$ -
Total Cash Expenses	\$ -	\$ -	\$ -

Expenses - In-kind (volunteer labor, donations, etc.)	Grant Funds	Non-Grant Funds	Total
			\$ -
	\$ -	\$ -	\$ -
Total In-kind Expenses	\$ -	\$ -	\$ -

Total Project Costs	\$ -	\$ -	\$ -
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Report Criteria:
Report type: Summary
Check.Type = {<>} "Adjustment"

Check Number	Check Issue Date	Name	Amount
375	11/09/2015	EFTPS - Federal Tax	7,938.68
376	11/09/2015	ING-State of Oregon Plan	1,862.50
377	11/09/2015	OR Dept of Revenue	1,910.85
378	11/09/2015	PERS	7,041.60
6358	11/09/2015	American Extermination Plus	4.00
6359	11/09/2015	BlackPoint IT Services	500.00
6360	11/09/2015	Coukoulis, Lori	380.00
6361	11/09/2015	DEQ - State Of Oregon	2,197.00
6362	11/09/2015	ESRI	400.00
6363	11/09/2015	GW Hardware Center	81.44
6364	11/09/2015	GW Sweeping, Inc.	1,662.50
6365	11/09/2015	Hattenhauer Energy Co	147.17
6366	11/09/2015	Hidalgo, Brenda	115.00
6367	11/09/2015	Hillside Church	50.00
6368	11/09/2015	Idexx Distribution Corp.	166.49
6369	11/09/2015	John Deer Financial	387.42
6370	11/09/2015	Lan Tel Services, Inc	220.00
6371	11/09/2015	Les Schwab-W	417.89
6372	11/09/2015	Marc Nelson Oil Products	620.53
6373	11/09/2015	Marion Co. Tax Collector	1,908.69
6374	11/09/2015	Marion County Treasury Dept	501.48
6375	11/09/2015	Mid-Willamette Valley	150.00
6376	11/09/2015	Net Assets	80.00
6377	11/09/2015	Office Depot	140.72
6378	11/09/2015	One Call Concepts, Inc.	7.35
6379	11/09/2015	Oregon Dept of Revenue	2,393.60
6380	11/09/2015	PGE- Portland General Electric	5,574.08
6381	11/09/2015	Postmaster	114.00
6382	11/09/2015	Profectus, INC.	396.63
6383	11/09/2015	Rohm, Michael	30.00
6384	11/09/2015	Secretary of State- Audits Division	250.00
6385	11/09/2015	Tacoma-Pierce County Chaplaincy	375.00
6386	11/09/2015	Traffic Safety Supply Co.	51.95
6387	11/09/2015	Verizon Wireless	381.91
6388	11/09/2015	Walter E. Nelson Co	137.00
6389	11/09/2015	Waste Connections	25.47
6420	11/23/2015	AKS Engineering & Forestry, LLC	1,290.00
6421	11/23/2015	American Water Works Association	355.00
6422	11/23/2015	Astorga, Lucy	114.88
6423	11/23/2015	Beery Elsner & Hammond, LLP	4,886.22
6424	11/23/2015	BlackPoint IT Services	2,250.00
6425	11/23/2015	Blumenthal Uniforms & Equipment	56.94
6426	11/23/2015	Don R. Fleck	439.00
6427	11/23/2015	ELAN Corporate Payment Systems	1,743.90
6428	11/23/2015	Furrow Pump	1,652.00
6429	11/23/2015	Grove, Mueller & Swank	7,500.00
6430	11/23/2015	Hattenhauer Energy Co	125.69
6431	11/23/2015	Hubbard Chevrolet, Inc.	185.44
6432	11/23/2015	limc - National	155.00
6433	11/23/2015	Language Line Services	39.00
6434	11/23/2015	Marc Nelson Oil Products	62.50
6435	11/23/2015	Marion County Bldg Inspection	4,373.48
6436	11/23/2015	Marion County Environmental Health	364.00

Check Number	Check Issue Date	Name	Amount
6437	11/23/2015	Metcom 9-1-1	17,025.00
6438	11/23/2015	Mid-Willamette Valley	1,828.75
6439	11/23/2015	Nogle, Vickie	153.86
6440	11/23/2015	NW Natural Gas	108.20
6441	11/23/2015	Office Depot	133.97
6442	11/23/2015	OHA Cashier	200.00
6443	11/23/2015	Pacific Office Automation	63.03
6444	11/23/2015	PGE- Portland General Electric	2,575.12
6445	11/23/2015	Republic Services	287.60
6446	11/23/2015	Roth Heating & Cooling	90.00
6447	11/23/2015	Shell Fleet Plus	558.97
6448	11/23/2015	Solenis. L.L.C.	756.00
6449	11/23/2015	Waterlab Corporation	287.50

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"
