

**MEETING NOTICE FOR THE  
CITY OF HUBBARD**

**TUESDAY**

**JANUARY 12, 2016**

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

**The Hubbard City Council will meet for its regular council meeting at the Hubbard City Hall at 7:00 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 preceding the meeting date.**

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

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

**SEE ATTACHED AGENDA**

**Posted 1/6/2016  
4:00 p.m.**

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

**HUBBARD CITY COUNCIL  
MEETING AGENDA  
JANUARY 12, 2016 – 7:00 PM  
LOCATION: CITY HALL  
3720 2<sup>ND</sup> STREET**

- 1) **CALL TO ORDER.**
  - A) **Flag Salute.**
  
- 2) **DISCUSSION REGARDING DRAFT ORDINANCE TO ALLOW BEEKEEPING.**
  
- 3) **APPOINT PLANNING COMMISSIONER 2 position available.**

*(Two positions with the term of January 1, 2016 – December 31, 2018)*

  - A) **Byron Nichols.**
  - B) **Harold Anderson.**
  
- 4) **COMMUNITY REPORTS.**
  - A) **Hubbard Parks Improvement Committee.**
  
- 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) **Administrative Department**—Dirctr of Admin/Recorder Vickie Nogle; Sr. Acntng Spcilst Kari Kurtz.
  - B) **Police Department**—Police Chief Dryden.
  - C) **Public Works Department**—Public Works Superintendent Jaime Estrada.
  
- 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 December 8, 2015, City Council minutes.**
  
  - B) **Resolution No. 600-2016. A Resolution to comply with HB 2174 (2015) after receipt of the FY 2015-2015 Audit Report.**
  
  - C) **Approval of Xpress Bill Pay Gateway and Administrative Service Agreement, authorizing the Mayor to sign as well as pertinent merchant agreements.**

**D) Approval to grant a step increase to step D of the current Salary Schedule for Senior Accounting Specialist Kari Kurtz, effective January 1, 2016. (Refer to Director of Administration/City Recorder report)**

**E) Appoint Senior Accounting Specialist Kari Kurtz as the Budget Officer.**

**F) Approval of the Fiscal Year 2016-17 Budget Calendar.**

**9) APPROVAL OF THE DECEMBER 2015 CHECK REGISTER REPORT.**

**10) OTHER CITY BUSINESS.**

**11) ADJOURNMENT. (Special City Council meeting January 25, 2016, 6:30 p.m.; regular meeting February 9, 2016, at 7:00 p.m.)**

## ORDINANCE DRAFT-2016

### AN ORDINANCE AMENDING HUBBARD MUNICIPAL CODE SECTIONS 6.05.020, DEFINITIONS; 6.05.150, EXOTIC ANIMALS PROHIBITED; AND ADDING SECTION 6.05.185, KEEPING BEES.

#### Findings

A. The City Council of the City of Hubbard find it necessary to amend the sections in Chapter 6.05 of the Hubbard Municipal Code to allow the keeping of bees.

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

#### Section 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) **Appliances. Any implement or device used in the manipulating of Honeybees or their brood or colony**
- (3) **Beekeeping (apiculture). The maintenance of honeybee colonies, commonly in hives.**
- (4) **Colony. A group of honeybees.**
- (5) ~~(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).
- (6) **Disease. Pests, disease or any condition affecting bees or their brood.**
- (7) ~~(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.
- (8) **Flyway barrier. A barrier which directs the bees quickly into the sky.**
- (9) **Hive. Any receptacle or container made or prepared for use of honeybees, or box or similar container taken possession of by honeybees.**
- (10) **Honeybee. Honey-producing insects of the genus Apis and includes the adults, eggs, larvae, pupae or other immature states thereof, together with such material as are deposited into hives by their adults, except honey and beeswax in rendered form**

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

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

(13) (6) “Owner” means owning, keeping, or harboring an animal.

(14) (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.

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

(16) (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.

(17) (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.

(18) (11) “Domesticated rabbits” shall mean rabbits kept for personal use.

#### **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.

#### **6.05.185 Keeping Bees.**

Honey bees 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 one on any lot with a minimum area of 5,000 square feet, up to two colonies on any lot with a minimum area of 7,000 square feet, and up to three colonies on any lot 10,000, square feet or larger.

(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 moveable-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 directive 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.

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

The foregoing ordinance was passed by the City Council and the City of Hubbard this **???** day of **???** 2016, by the following vote.

**AYES:** \_\_\_\_\_  
**NAYS:** \_\_\_\_\_  
**ABSENT:** \_\_\_\_\_

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

Passed and approved by the City Council of the City of Hubbard this **???** day of **???** 2016.

\_\_\_\_\_  
**Jim Yonally, Mayor**

**ATTEST:**

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

**APPROVED BY CITY ATTORNEY:**

\_\_\_\_\_  
**Beery Elsner and Hammond LLP**

# City of Gresham

## 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 within 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)



RECEIVED

JAN 05 2016

CITY OF HUBBARD

VOLUNTEER APPLICATION

**CITY OF HUBBARD**

"The Small City with a Big Heart"

3720 2<sup>nd</sup> Street/P.O. Box 380, Hubbard OR 97032

(503)981-9633 [www.cityofhubbard.org](http://www.cityofhubbard.org)

COMMISSION OR COMMITTEE APPLYING FOR: Hubbard Planning Commission

APPLICANTS NAME: Byron W. Nichols

MAILING ADDRESS: [REDACTED]

HOME ADDRESS: [REDACTED]

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

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

YEARS AS HUBBARD RESIDENT: 30+ <sup>years</sup>

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

OCCUPATION Manufacturing SELF Employed

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)

Continue to help and serve the city of Hubbard  
As it grows,

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

30 years business experience, Construction, Building,  
Manufacturing. 28 years self employment  
Prion Planning Commission Experience - City of Hubbard.

Byron W. Nichols 1-5-16



## VOLUNTEER APPLICATION

### CITY OF HUBBARD

"The Small City with a Big Heart"

3720 2<sup>nd</sup> Street/P.O. Box 380, Hubbard OR 97032

(503)981-9633 [www.cityofhubbard.org](http://www.cityofhubbard.org)

COMMISSION OR COMMITTEE APPLYING FOR: Planning Commision

APPLICANTS NAME: Harold R Anderson

MAILING ADDRESS: [REDACTED]

HOME ADDRESS: [REDACTED]

HOME PHONE: [REDACTED]

WORK PHONE: [REDACTED]

E-mail Address: [REDACTED]

CELL PHONE [REDACTED]

YEARS AS HUBBARD RESIDENT: 3

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

OCCUPATION Self Employed Real Estate and Foster Care

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 have served for about 2 years and would like to continue.

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

I have served on a corporate board of directors. I have owned several businesses.

I have managed an orthotics office for an orthotics and prosthetics practice.

I have renovated a number of homes. I have been a cabinetmaker and woodworker.



# DIRECTOR OF ADMINISTRATION/CITY RECORDER MONTHLY REPORT

**To:** CITY COUNCIL  
**From:** VICKIE NOGLE, MMC  
**Date:** JANUARY 6, 2016  
**RE:** REPORT FOR DECEMBER 8, 2015, CITY COUNCIL MEETING

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## **ADMINISTRATION**

Kari Kurtz has completed 12 months consecutive working for the City as of December 31, 2015. Kari continues to display a strong willingness to learn and seek out answers to issues that arise. She is a team player and has no problem working on her own. She continues to display strong attributes as a Finance Director for the City. I recommend Kari be granted a step increase to Step D of the current adopted Salary Schedule effective July 1, 2015.

## **PLANNING COMMISSION**

Planning Commission regular scheduled meeting January 19, 2016, at 6:30 p.m. is pending.

- Continued discussion for potential regulation of marijuana-related activities.

## **COURT**

At the Judges request the Hubbard Municipal Court implemented a Traffic Safety Diversion program in December 2015. The violator must meet certain criteria to be eligible to apply for the program. If they qualify, they must pay the presumptive fine in full, attend and complete a mandated traffic course from National Traffic Safety Institute, and provide proof of completion within 90 days from the court date. They may not receive a moving violation citation within the next 180 days of their court date. Once the condition of the diversion agreement has been met, the case will be closed and the pending charge dismissed. If they fail to comply, they will be convicted of the offense and it will be reported to the Department of Motor Vehicles.

## **NEWSLETTER**

Please submit your information to Lucy Astorga for the Newsletter no later than **February 11, 2016**. You can submit them in writing or e-mail her at [lastoraga@cityofhubbard.org](mailto:lastoraga@cityofhubbard.org).

## **BUILDING PERMITS**

32 building permit applications have been submitted from January – December 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	041W28DD11700
4						TOTAL PYMNT \$73,601.25
5	10/19/2015	11/24/2015	555-15-007123-DWL	Chad E. Davis Construction	3997 8th Street	041W28DD12000
6						TOTAL PYMNT \$73,601.25
7	10/19/2015	12/30/2015	555-15-007121-DWL	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	12/30/2015	555-15-007112-STR	Mike Holleman	2690 Industrial Avenue	041W33DD00303
14						
15	12/17/2015			Claud Davis	2392 Thomas Court	
16	1/5/2016			CitiHomes Group	2477 G Street	
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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	\$ 225.00		\$ 236.70	\$ 14,321.00		\$ 2,142.00	\$ 272,581.22
8	ADDITIONAL PAYMENT #	\$ 18,340.40								
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	\$ 225.00	49682	\$ 772.98	\$ 11,781.00	1.000452		\$ 916,332.53
14	ADDITIONAL PAYMENT 1/4/16	\$ 12,398.87	1.000452							
15	SFR									
16	SFR/Replacement of Manuf Home	\$ 1,692.13	1.000453							
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# FINANCE MONTHLY REPORT – JAN 2016

**To:** CITY COUNCIL  
**From:** Kari Kurtz  
**Date:** January 5, 2016  
**Re:** January 12, 2016 Council Meeting

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## **Finance Reports & Notes:**

1. Included are the following reports for your review:
  - a. Accrual Leave Report
2. Revenue/Expense with Comparison to Budget will be handed out at the Council Meeting.
3. We are still working out the kinks (expected with any conversion) in our new software system, Caselle but we are making progress.
4. Budget season is upon us – Budget Calendar is included on the Consent Agenda.

## **Consent Agenda Reports:**

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

## **Comments/Questions:**

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

Employee Number	Name	Rate Desc	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain	Liability Amount
<b>Administration</b>							
102	Astorga, Lucy T M	Vac	53.31	10.00	.00	63.31	1,342.32
		Sic	116.50	8.00	2.00	122.50	
		Hol	.00	30.00	30.00	.00	.00
		Com	10.82	12.38	.50	22.70	481.29
113	Kurtz, Kari J	Vac	.00	.00	.00	.00	.00
		Sic	56.76	8.00	35.50	29.26	
		Hol	.00	30.00	30.00	.00	.00
117	Nogle, Vickie Lynne	Com	21.90	.00	.00	21.90	582.96
		Vac	225.50	15.34	40.00	200.84	6,652.06
		Sic	467.00	8.00	.00	475.00	
		Hol	.00	30.00	30.00	.00	.00
		Com	38.49	9.00	10.00	37.49	1,241.71
		<b>Total Administration:</b>		278.81	25.34	40.00	264.15
		640.26	24.00	37.50	626.76		
		.00	90.00	90.00	.00	.00	
		71.21	21.38	10.50	82.09	2,305.97	
<b>Police Department</b>							
101	Anderson, Chris	Vac	10.00	10.00	.00	20.00	498.59
		Sic	770.00	8.00	.00	778.00	
		Hol	55.00	20.00	.00	75.00	1,869.70
		Com	38.57	5.25	10.00	33.82	843.11
103	Bentley, Glen W	Vac	199.52	10.00	.00	209.52	5,223.19
		Sic	872.50	8.00	.00	880.50	
		K9	.00	10.00	10.00	.00	.00
		Hol	40.00	20.00	.00	60.00	1,495.76
		Com	33.50	10.50	26.00	18.00	448.73
104	Coggins, John E	Hol	10.00	.00	.00	10.00	.00
105	Dryden, David	Vac	218.00	27.34	48.00	197.34	6,939.26
		Sic	526.00	8.00	10.00	524.00	
		Hol	.00	40.00	40.00	.00	.00
		Com	53.13	3.75	30.00	26.88	945.21
107	Gill, William W	Vac	248.37	16.68	40.00	225.05	6,331.22
		Sic	674.00	8.00	.00	682.00	
		Hol	65.00	30.00	.00	95.00	2,672.59
		Com	31.88	1.50	.00	33.38	939.06
111	Huston, Christie Ann	Vac	55.69	10.00	20.00	45.69	949.74
		Sic	636.25	8.00	15.50	628.75	
		Hol	.00	30.00	30.00	.00	.00
		Com	7.50	6.00	2.00	11.50	239.04
116	Nelson, Grady	Vac	105.80	10.00	.00	115.80	2,940.28
		Sic	45.00	8.00	2.00	51.00	
		Hol	18.50	20.00	20.00	18.50	469.73
		Com	40.88	6.00	2.00	44.88	1,139.55
119	Pomeroy, Darren J.	Vac	243.80	243.80-	.00	.00	.00
		Sic	393.50	383.50-	10.00	.00	.00
		Hol	42.00	32.00-	10.00	.00	.00
		Com	64.65	54.65-	10.00	.00	.00

Employee Number	Name	Rate Desc	Hours Beg Bal	Hours Accrued	Hours Used	Hours Remain	Liability Amount
Total Police Department:			1,081.18	159.78-	108.00	813.40	22,882.27
			3,917.25	335.50-	37.50	3,544.25	
			.00	10.00	10.00	.00	.00
			230.50	128.00	100.00	258.50	6,507.78
			270.11	21.65-	80.00	168.46	4,554.70
<b>Public Works</b>							
106	Estrada, Jaime	Vac	382.28	14.66-	128.00	239.62	8,188.73
		Sic	2,320.90	8.00	.00	2,328.90	
		Hol	2.00	16.00	18.00	.00	.00
		Com	52.42	.00	.00	52.42	1,791.39
109	Hernandez, Juan M	Vac	223.78	10.00	.00	233.78	4,322.69
		Sic	257.50	8.00	.00	265.50	
		Hol	8.00	20.00	12.00	16.00	295.85
		Com	32.03	.00	.00	32.03	592.25
112	Krebs, Michael R	Vac	277.29	37.32-	.00	239.97	5,698.69
		Sic	1,074.00	8.00	.00	1,082.00	
		Hol	35.50	16.00	9.00	42.50	1,009.27
		Com	87.29	4.50	.00	91.79	2,179.78
118	Olinger, Melinda L	Vac	245.84	14.68	21.00	239.52	5,177.94
		Sic	700.00	8.00	.00	708.00	
		Hol	15.00	30.00	30.00	15.00	324.27
		Com	79.13	.00	.00	79.13	1,710.63
Total Public Works:			1,129.19	27.30-	149.00	952.89	23,388.04
			4,352.40	32.00	.00	4,384.40	
			.00	.00	.00	.00	.00
			60.50	82.00	69.00	73.50	1,629.39
			250.87	4.50	.00	255.37	6,274.05
Grand Totals:			2,489.18	161.74-	297.00	2,030.44	54,264.69
			8,909.91	279.50-	75.00	8,555.41	
			.00	10.00	10.00	.00	.00
			291.00	300.00	259.00	332.00	8,137.16
			592.19	4.23	90.50	505.92	13,134.72

# Chief's Report

**To:** Mayor and City Council Members

**From:** Chief David M. Dryden

**Date:** January 5, 2016

**Re:** Monthly Police Department Report

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- 1. Reserve AJ Miller Resignation:** I received notification that Reserve Officer AJ Miller has been hired by the Polk County Sheriff's office as a patrol deputy. AJ has been with our agency for a couple of years and has been training with our officers with the intention of locating a full time position as a police officer. We wish him the best of luck as he starts his new career.
- 2. Criminal Activity:** Over the last few weeks we have noted a rash of car break in's and a couple of residential burglaries. We have been able to locate a suspect in these crimes and are moving to secure the needed evidence to charge this individual. He is currently in custody at the Marion County Jail on unrelated crimes.
- 3. Police Labor Contract:** It appears we have agreed on a contract with the new police union. The contract should be ready for ratification by the City Council shortly.
- 4. Duty Schedule adjustments:** I have made some adjustments to the duty schedule for the officers to spread coverage as best we can with one vacant position in the police department. These adjustments consisted of moving some days off and work days to minimize the hours and days without officer coverage.

# **Monthly Statistical Report**

**To:** Mayor and City Council Members

**From:** Chief David M. Dryden

**Date:** January 4, 2016

**Re:** December 2015 Stats

**Citations: 44**

**Written Warnings: 4**

**Towed Vehicles: 8**

**Custody Arrests: 8**

**- MONTHLY REPORT -**

**DATE: January 12, 2016**  
**TO: City Council**  
**FROM: Public Works Department**

**ITEM #1** The Barendse Park flagpole project is complete.

**ITEM #2** The centrysis at the WWTP has been malfunctioning, so it has been shipped to the manufacturer for repair. The manufacturer will begin work on it the week of January 4<sup>th</sup>. We hope to have it back in operation by the end of this month.

**ITEM #3** Well #1 Rehab Project: The contractor found a collapse of the screen at approximately 220' – it is unclear when this collapse took place, however the end result is that we were not able to rehab the well as originally planned. Staff will be gathering more information and recommendations from the contractor and City Engineer on the best way to proceed, and additional information will be provided to Council in the future.

**ITEM #4** “G” Street Project: Staff has received the fully-executed Agreement from the State for this project, and the City Engineer has been notified to proceed with the preliminary plans.

**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

<p><b>The Public Works Department completed 20 requests for locates for the month of December.</b></p>
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**CITY OF HUBBARD  
CITY COUNCIL MEETING MINUTES  
DECEMBER 8, 2015**

**CALL TO ORDER:** The Hubbard City Council meeting was called to order by Mayor Jim Yonally at 6:13 p.m. at the Hubbard City Hall, 3720 2<sup>nd</sup> Street, Hubbard.

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

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

**Excused Absence:** Matt Kennedy.

**Unexcused Absence:** Barbara Ruiz.

**Staff Present:** Director of Administration/City Recorder Vickie Nogle, MMC; Police Chief Dave Dryden; Administrative Assistant Lucy Astorga.

**WORK SESSION – BEEKEEPING.** Director of Administration/City Recorder Vickie Nogle said the City of Gresham allows six colonies of bees.

City Councilors Angie Wheatcroft and Shannon Schmidt said they believe six colonies is too many.

Mayor Jim Yonally said they could also look into the number of colonies depending on lot size.

V. Nogle said discussion could be tabled and invite the beekeeping proponents to give input and answer questions.

S. Schmidt said she likes the idea of tailoring the number of colonies to lot size.

A. Wheatcroft said she thinks the maximum allowed should be three colonies.

The meeting was recessed at 6:29 p.m. and reconvened at 6:58 p.m.

**COMMUNITY REPORTS.** Linda Kleczynski, 2409 A Street, Hubbard, Hubbard Parks Improvement Committee (HPIC), reported they had purchased equipment to redo the baseball backstops at Barendse Park. She said they hoped to add a bench as well. She added there were new people wanting to join HPIC. L. Kleczynski said the BINGO event had been canceled until new officers were in place.

**APPOINT BUDGET COMMITTEE MEMBER.**

MSA/City Councilor Angie Wheatcroft/City Councilor Shannon Schmidt moved to appoint Joan Viers to the Budget Committee for the term ending December 31, 2018. City Councilor Angie Wheatcroft, City Councilor Shannon Schmidt, and Mayor Jim Yonally were in favor. Motion passed.

**APPEARANCE OF INTERESTED CITIZENS.** Rob Prinslow, 3745 10<sup>th</sup> Street, Hubbard, asked if there was any more information regarding the business operating across from City Hall. He asked if staff had found out if they were legally operating or not.

Mayor Jim Yonally said staff is still looking into it.

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

**STAFF REPORTS.**

**POLICE DEPARTMENT – Police Chief Dave Dryden.** D. Dryden reported he received notification that Officer Darren Pomeroy resigned and is taking a position with City of Forest Grove. He said due to the current budget, staff will leave the vacated position open until the budget has been determined.

City Councilor Angie Wheatcroft asked if any officers had been told they may lose their jobs.

D. Dryden replied he told them there was a possibility of budget cuts, but there were no plans currently to cut jobs.

A. Wheatcroft asked if any of them had been told they’d be losing their job this December.

D. Dryden replied they had not been told that.

**PUBLIC WORKS DEPARTMENT.** There was no representative at the meeting.

City Councilor Angie Wheatcroft stated with the current budget, she didn’t think the City should be paying out comp and holiday time. She said they should look into other options.

Director of Administration/City Recorder Vickie Nogle said the Council has the option to extend the amount of time to carry over comp and holiday time.

8(D). **AUTHORIZE 20 HOURS OF COMPENSATORY TIME AND 15 HOURS OF HOLIDAY PAID TO THE PUBLIC WORKS ADMINISTRATIVE ASSISTANT MELINDA OLINGER.** *(Refer to the Public Works report)*

8(E). **AUTHORIZE 27.29 OF COMPENSATORY TIME AND 35.5 HOURS OF HOLIDAY PAID TO PUBLIC WORKS FOREMAN MIKE KREBS.** *(Refer to the Public Works report)*

MSA/City Councilor Angie Wheatcroft/City Councilor Shannon Schmidt moved to extend the comp and holiday hours for Public Works an additional 60 days. City Councilor Angie Wheatcroft, City Councilor Shannon Schmidt, and Mayor Jim Yonally were in favor. Motion passed.

**ADMINISTRATIVE DEPARTMENT – Director of Administration/City Recorder V. Nogle, MMC.** Director of Administration/City Recorder Vickie Nogle reported the new software implementation was going well and the kinks were getting worked out.

**CONSENT AGENDA.**

- A. APPROVAL OF 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 2<sup>ND</sup> STREET), AND AUTHORIZE THE MAYOR TO SIGN.
- 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.

MSA/City Councilor Angie Wheatcroft/City Councilor Shannon Schmidt moved to approve the Consent Agenda, with the removal of Items “D” and “E”. City Councilor Angie Wheatcroft, City Councilor Shannon Schmidt, and Mayor Jim Yonally were in favor. Motion passed.

**APPROVAL OF THE NOVEMBER 2015 BANK RECONCILIATION REPORT.**

MSA/City Councilor Angie Wheatcroft/City Councilor Shannon Schmidt moved to approve the bank reconciliation reports as presented. City Councilor Angie Wheatcroft, City Councilor Shannon Schmidt, and Mayor Jim Yonally were in favor. Motion passed.

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

**ADJOURNMENT - (NEXT REGULAR CITY COUNCIL MEETING IS TUESDAY, JANUARY 12, 2016, AT 7:00 P.M.)**

MSA/City Councilor Angie Wheatcroft/City Councilor Shannon Schmidt moved to adjourn the meeting. City Councilor Angie Wheatcroft, City Councilor Shannon Schmidt, and Mayor Jim Yonally were in favor. Motion passed. Meeting adjourned at 7:20 p.m.

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Mayor Jim Yonally

**ATTEST:**

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

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Lucy T. Astorga, Administrative Assistant  
Recording & Transcribing

**RESOLUTION NO. 600-2016**

**A RESOLUTION TO COMPLY WITH HB 2174 (2015) AFTER RECEIPT OF THE FY 2014-2015 AUDIT REPORT.**

**Findings**

- A. Under Oregon law, the City is required to prepare and file an annual audit report with the Oregon Secretary of State; and
- B. The City commissioned an independent audit by Grove, Mueller and Swank, P.C. (“the City Auditor”) for FY 2014-2015; and
- C. The City Auditor’s report and results of the FY 2014-2015 Audit Report was presented to the City Council on November 10, 2015; and
- D. HB 2174 (2015) required this Resolution be adopted by the City Council in response to the FY 2014-2015 Audit Report by the City Auditor.

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

- 1. The City Auditor found two matters that should be addressed in this Resolution in conformance with HB 2174 (2015).
- 2. In the first matter found by the City Auditor, the City’s budget for estimated beginning fund balance for the 2015-16 fiscal year did not always approximate the actual ending fund balance for the 2014-15 fiscal year. City staff will carefully analyze estimated resources and estimated expenditures for the budget year to ensure that estimate ending fund balances reflect a reasonable approximation.
- 3. In the second matter found by the City Auditor, the City had over expenditures of appropriations as noted in the notes of the financial statements. City staff will carefully monitor the budgeted appropriations available for each line item before making purchases to ensure expenditures do not exceed appropriations.

**ADOPTED BY THE CITY COUNCIL** this 12th day of January 2016.

**APPROVED:**

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Jim Yonally, Mayor

**ATTEST:**

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Vickie Nogle, MMC  
Director of Administration/City Recorder

**APPROVED AS TO FORM:**

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Berry, Elsner, & Hammond, City Attorney



## Gateway and Administrative Service Agreement

This Gateway and Administrative Service Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **Xpress Solutions, Inc.** ("Xpress") and **City of Hubbard, OR** ("Customer") upon such terms and conditions as are set forth below.

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1.0 Term and Renewal: The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.
- 2.0 Fees and Payments: Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, and hosting Fees, and various transaction Fees as set forth in Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit C on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact customer for resolution which will include resubmission up to 3 times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.
- 3.0 Services Provided; Obligations of Customer to ODFI: Transactions are placed through Xpress as a third party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress's requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards, or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account

holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

- 4.0 Support Services and Service Levels: Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for customers within the continental United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.
- 5.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit B. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Internet Explorer 8 or Mozilla Fire Fox 2.0.
- 6.0 Debit Authorization: Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.
- 7.0 Submitting Entries: Entries shall be submitted by the Customer to Xpress using the Xpress software, as provided by Xpress. Entries received by Xpress by 3:00 p.m. MST, shall be processed through Xpress the same day for next business day settlement.
- 8.0 Accepting Transactions: Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be re-presented in accordance with the Rules and Regulations.
- 9.0 Returned Entries: Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software or by other means as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.
- 10.0 Reports: Xpress will provide a detailed report of all funds transfers collected as a result of any and all funds transfers. All reporting will be via the Internet.
- 11.0 Limits of Xpress Liability: Xpress will be responsible for Xpress' performance in processing ACH services as a third party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.

- 12.0 Representations and Warranties Regarding End Users: Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) Each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.
- 13.0 Regulatory Compliance: Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.
- 14.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and electronic funds transfer services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.
- 15.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress's Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit D. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.
- 16.0 Termination: This Agreement may be terminated by either party upon not less than 15 days written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.
- 17.0 Governing Law; Attorney' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.
- 18.0 Independent Contractors: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.
- 19.0 No Warranty: Xpress makes no warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to customer or to third parties dealing with customer even if Xpress has been advised of the possibility of such damages.

- 20.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.
- 21.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zion's First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.
- 22.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.
- 23.0 Oregon State Law Public Contracting General Provisions: Xpress covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 Chapters A and B, as though each obligation or condition were set forth fully herein.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

**Accepted by:**

Xpress Solutions Inc.

BY:  \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Paul Grincer  
(Print or Type Name)

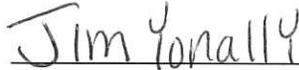
TITLE: Operations Manager

DATE: 12/15/2015

**Accepted by:**

City of Hubbard

BY: \_\_\_\_\_  
(Authorized Signature)

 \_\_\_\_\_  
(Print or Type Name)

TITLE: Mayor

DATE: \_\_\_\_\_

**EXHIBIT A**

**FEEES**

**Initial Configuration Fees**

1. Training (One Full Day's Training)

Actual Travel Costs  
(Not to Exceed \$470.00)

**Recurring Monthly Fees**

3. Gateway Fees:

Credit Card Processing (per transaction)	\$ 0.30
EFT Online Payments (per transaction)	\$ 0.40
EFT Returned Items	
(Invalid account number or unable to locate account)	\$ 5.00
(NSF or Closed Account)	\$ 10.00
(Customer Stop Payment)	\$ 25.00
Bank Bill Pay (per transaction)	\$ 0.20
Lock Box Service (per transaction)	* \$ 0.48
Integrated Remote Deposit (per transaction)	* \$ 0.30
800 Operator Assisted Payment (per call)	* \$ 1.95
800 IVR Assisted Payments (per call)	* \$ 1.95
XBP Deposit Account Withdrawals	
(6 free per month then \$3.25)	

4. Monthly Support & Hosting \$ 50.00  
((\$0.015 per billing statement hosted. Minimum \$50.00) minimum

5. Monthly Account Keeping Fee \$ 19.00  
(Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account)

*\* if service is activated*

**EXHIBIT B**  
**OPTIONAL EQUIPMENT LIST PRICE LIST**

**Card Swipes**

USB Magnetic Stripe Credit Card Reader	\$ 75.00
USB Keyboard with Integrated Magnetic Credit Card Swipe	\$ 99.00

**Printers**

Star Micronics 40 Column Thermal Printer (Tear Bar, Gray Color, USB Connection)	\$ 240.74
Star Micronics 40 Column Thermal Printer (Tear Bar, Black Color, USB Connection)	\$ 304.40
Star Micronics 40 Column Thermal Printer (Auto Cutter, Gray Color, USB Connection)	\$ 252.50
Star Micronics 40 Column Thermal Printer (Auto Cutter, Putty Color, USB Connection)	\$ 261.43
Star Micronics 40 Column Thermal Printer (Auto Cutter, White Color, USB Connection)	\$ 323.21
Star Micronics 40 Column Thermal Printer (Auto Cutter, Black Color, USB Connection)	\$ 322.50
Star Micronics 40 Column Thermal Printer (Auto Cutter, Grey Color, Ethernet Connection)	\$ 336.96

**Check Scanners**

Panini VisionX 50 Check Scanner	\$ 945.00
Panini VisionX 75 Check Scanner	\$ 1,145.00
Panini VisionX 100 Check Scanner	\$1,345.00

**Miscellaneous**

FMC Checkmate Check Jogger	\$ 249.00
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*\* Please note: prices subject to change at any time without further notice.*

**EXHIBIT C**  
**CUSTOMER ACCOUNT INFORMATION**

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: \_\_\_\_\_

Account Type: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

Bank Name: \_\_\_\_\_

**EXHIBIT D**  
**ACCEPTABLE USE POLICY**

**Introduction**

The Acceptable Use Policy (AUP) was created by Xpress Solutions and its subsidiaries (the "Company") to protect its network, including, without limitation, the products and services which the Company offers and the related Internet Data Center Services (as defined in the Master Services Agreement) it provides (collectively, the "Xpress Solutions Network"). The Company reserves the right, in its sole discretion, to interpret and apply this AUP. The Company reserves the right to modify this AUP at any time, effective upon posting at [www.xpressbillpay.com/aup.asp](http://www.xpressbillpay.com/aup.asp).

**Purpose/Scope**

The purpose of this AUP is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

**Policy**

This AUP governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this AUP, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

**1.1 Prohibited Actions**

It shall be prohibited by this AUP to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this AUP and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this AUP:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this AUP or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this AUP.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.

- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;
- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this AUP or the AUP of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of ping, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to insure compliance with this AUP generally, and also of this provision specifically.

### **1.2 Enforcement**

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the AUP. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the AUP.

### **1.3 Client Duties**

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this AUP. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

#### **1.4 Client Password Policy**

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

#### **1.5 Reports and Complaints**

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.  
387 S 520 W, Suite 110  
Lindon, UT 84042  
800-768-7295  
[security@xpressbillpay.com](mailto:security@xpressbillpay.com)

#### **1.6 Digital Millennium Copyright Act**

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which is incorporated into this AUP hereby and which may viewed at [www.xpressbillpay.com/copyright](http://www.xpressbillpay.com/copyright).

#### **1.7 Handling Charges**

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

**CITY OF HUBBARD  
2016-2017 Budget Calendar**

<u>ORS Requirement</u>	<u>City Timeline / Due Dates</u>	<u>City Process</u>
<b>ORS 294.331</b> Appoint Budget Officer	1/12/16	Appoint acting Budget Officer at Council Meeting
<b>ORS 294.331</b> Prepare Proposed Budget	1/28/16	Budget worksheets to Department Heads
	3/17/16	Department heads return completed budget request forms to budget officer
<b>ORS 294.421</b> Publish Notice of Budget Committee Meeting	4/11/16	Submit budget committee meeting notice for publication on 4/20/16. Update Website with Public Notice listed. The publication date should list the first date of the actual meeting and any additional dates if necessary.
<b>ORS 294.426</b> Budget Committee Meets	5/3/16	Committee first meets to receive the 2016-17 budget message and budget presentation of the proposed budget. Proposed budget will be on file in the city office by this date. Budget Committee hears public comments on state shared revenues during budget committee process. <i>Additional meeting dates may be scheduled if needed. When the Budget Committee is satisfied with the budget, including any additions or deletions, it is approved and forwarded to City Council.</i>
<b>ORS 294.428</b> Approve Budget	6:30 PM	
<b>ORS 294.421</b> Publish Budget Summary & Notice of Budget Hearing	5/31/16	Submit newspaper publication of financial summary, notice of budget hearing, & state shared revenue hearing by council. Publish 06/08/16
<b>ORS 294.456</b> Budget Hearing  Public Hearing on State Shared Revenue	6/14/16	Council holds public hearing on the approved budget. Council holds public hearing on State Shared Revenue. The council adopts the budget
<b>ORS 294.565</b> Submit Tax Certification Document to Assessor	6/30/16	Submit State Shared Revenue resolution and forms by 6/30/16
<b>ORS 294.565</b> Submit Tax Certification Document to Assessor	6/30/16	Submit LB50 and copies of adopted budget to Assessor's office by 7/15/16. Submit copies to county clerk by 9/30/16

Check Number	Check Issue Date	Name	Amount
6421	12/08/2015	CIT	219.11
6422	12/08/2015	C-More Pipe Services, Inc.	617.50
6423	12/08/2015	C-More Pipe Services, Inc.	3,520.00
6424	12/08/2015	Dryden Electric, Inc.	423.80
6425	12/08/2015	GW Hardware Center	97.89
6426	12/08/2015	Hillside Church	50.00
6427	12/08/2015	Integra Telecom	678.43
6428	12/08/2015	LeGore, Michael	30.00
6429	12/08/2015	Office Depot	513.04
6430	12/08/2015	Olinger, Melinda	22.56
6431	12/08/2015	Oregon Department of Agriculture	57.50
6432	12/08/2015	Pacific Office Automation	117.71
6433	12/08/2015	Profectus, INC.	396.63
6434	12/08/2015	Ramos, Daniel	24.24
6435	12/08/2015	Schweighardt, Tracy	72.21
6436	12/08/2015	Silverton Hospital	75.00
6437	12/08/2015	Traffic Safety Supply Co.	37.60
6438	12/08/2015	Univar Usa Inc	358.02
6439	12/08/2015	Verizon Wireless	172.15
6440	12/08/2015	Walmart Community	171.86
6441	12/17/2015	AKS Engineering & Forestry, LLC	1,127.50
6442	12/17/2015	BlackPoint IT Services	950.00
6443	12/17/2015	Coukoulis, Lori	500.00
6444	12/17/2015	DMV - State Of Oregon	11.50
6445	12/17/2015	GW Sweeping, Inc.	2,618.36
6446	12/17/2015	Hach Company	418.97
6447	12/17/2015	Hattenhauer Energy Co	97.73
6448	12/17/2015	Hidalgo, Brenda	115.00
6449	12/17/2015	John Deer Financial	188.36
6450	12/17/2015	Lan Tel Services, Inc	42.55
6451	12/17/2015	Marion County Bldg Inspection	33,494.84
6452	12/17/2015	Mid-Willamette Valley	1,672.25
6453	12/17/2015	Net Assets	50.00
6454	12/17/2015	North Marion SD #15	24,170.88
6455	12/17/2015	NW Natural Gas	470.71
6456	12/17/2015	Office Depot	556.70
6457	12/17/2015	One Call Concepts, Inc.	13.65
6458	12/17/2015	Pacific Office Automation	101.06
6459	12/17/2015	PGE- Portland General Electric	9,196.42
6460	12/17/2015	Republic Services	287.60
6461	12/17/2015	Shell Fleet Plus	1,153.96
6462	12/17/2015	Univar Usa Inc	244.02
6463	12/17/2015	Verizon Wireless	381.91
6464	12/17/2015	Waste Connections	25.47
6465	12/17/2015	Waterlab Corporation	852.50
6466	12/17/2015	Watershed Inc.	35.00
6467	12/17/2015	Willamette Valley Security, In	119.70
6468	12/17/2015	Yes Graphics Printing Co.	142.00
Grand Totals:			86,693.89