



NOTICE OF PUBLIC MEETING
CITY OF ALBANY
CITY COUNCIL
 Council Chambers
 333 Broadalbin Street SW
 Wednesday, February 13, 2008
 7:15 p.m.

OUR MISSION IS
*"Providing quality public services
 for a better Albany community."*

OUR VISION IS
*"A vital and diversified community
 that promotes a high quality of life,
 great neighborhoods, balanced
 economic growth, and quality public
 services."*

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. ROLL CALL

4. SCHEDULED BUSINESS

a. Business from the Public

1) Proposal from David Anderer regarding "We the People" 2008. [Pages 1-2]

Action: _____

b. Adoption of Resolutions

1) Establishing a public records policy and setting fees. [Pages 3-9]

Action: _____ RES. NO. _____

2) Authorizing the City Manager to sign a power sales agreement with Pacific Power for hydroelectric power generation. [Pages 10-12]

Action: _____ RES. NO. _____

3) Waiving competitive bidding and awarding sole source contract to L.N. Curtis & sons for the purchase of Task Force Tips brand fire hose nozzles. [Pages 13-14]

Action: _____ RES. NO. _____

4) Waiving competitive bidding and awarding sole source contract to Ward Diesel Filter Systems for the purchase of "No Smoke" exhaust filtration systems. [Pages 15-16]

Action: _____ RES. NO. _____

5) Authorizing a capital purchase for an additional detective vehicle. [Pages 17-18]

Action: _____ RES. NO. _____

6) WWTP 08-02, Wetlands Treatment Project. [Pages 19-20]

Action: _____ RES. NO. _____

c. Approval of Contract

1) Municipal Court Judge contract. [Pages 21-24]

Action: _____

d. Adoption of Consent Calendar

1) Approval of Minutes

a) January 7, 2008, City Council Work Session

b) January 9, 2008, City Council Meeting

2) Accepting easements, dedication deeds and warranty deeds: [Page 25]

a) Easements:

(i) David and Denise Russell. [Pages 26-27] RES. NO. _____

(ii) Jaimy T. Patton and Sarah Castleton. [Pages 28-29] RES. NO. _____

(iii) Jason and Lisa Bethell. [Pages 30-31] RES. NO. _____

(iv) James D. Gutierrez II. [Pages 32-33] RES. NO. _____

(v) Diana Garrison. [Pages 34-35] RES. NO. _____

b) Dedication deeds:

(i) Jim Hamel. [Pages 36-38] RES. NO. _____

(ii) Timberhill Corporation and Brandis Family. [Pages 39-41] RES. NO. _____

c) Warranty deeds:

(i) Patton Park, LLC. [Pages 42-43] RES. NO. _____

(ii) BBF Development, Breadner Parker & Associates. [Pages 44-46] RES. NO. _____

d. Adoption of Consent Calendar - *continued*

- 3) Approving abandonment proceedings for the construction of sanitary sewer improvements:
a) SS-07-02, Thornton Lake Place Sewer Extension. [Pages 47-49] RES. NO. _____
b) SS-98-05, Columbus Street sanitary sewer LID. [Pages 50-53] RES. NO. _____
- 4) Approving abandonment proceedings for ST-03-08, Grand Prairie Road LID. [Pages 54-57] RES. NO. _____
- 5) Reauthorizing appropriations for ST-07-05, pedestrian island installations for the construction of four pedestrian median islands. [Pages 58-59] RES. NO. _____
- 6) Authorizing the Fire Department to apply for a \$7,500 grant from the Fred Meyer Foundation and a \$2,000 grant from Joe's Sports & Outdoor Foundation to provide funding for scholarships, materials, and supplies for the Fire Department's Safety Camp program. [Pages 60-61] RES. NO. _____
- 7) Approving new outlet liquor license for Clemenza Inc., D/B/A Clemenza's Italian-American Café, 236 First Avenue W. [Page 62]
- 8) Accepting the 2007-2009 Biennium Oregon Department of Transportation Public Transit Division discretionary grants for the following:
a) Preventive maintenance for Albany Transit System, Linn-Benton Loop, and Albany Paratransit. [Pages 63-73] RES. NO. _____
b) Linn-Benton Loop operating funds. [Pages 74-81] RES. NO. _____
c) Linn County Special Transportation fund intergovernmental agreement for Title XIX Medicaid non-medical transportation grant match reimbursement. [Pages 82-91] RES. NO. _____
- 9) Appointing Municipal Court Judge Pro Tems. [Page 92] RES. NO. _____

Action: _____

e. Award of Contracts

- 1) SS-07-04, North Albany Lift Station property acquisition. [Pages 93-95]

Action: _____

- 2) 53rd Avenue Park, authorizing an increase of \$67,510 to the original contract. [Pages 96-97]

Action: _____

f. Personnel Request

- 1) Approving FTE increase for a regular, part-time Transit Operator position. [Page 98]

Action: _____

g. Reports

- 1) Receiving Code Enforcement Team Second Quarter Report for Fiscal Year 2007-2008. [Pages 99-101]

Action: _____

- 2) Helping Hands construction project update. [verbal]

Action: _____

- 3) Initiating a vacation of Jackson Street NE and Jefferson Street NE, north of Water Avenue NE. [Pages 102-105]

Action: _____

h. Appointment

- 1) Appointment to the Budget Committee. [Page 106]

Action: _____

5. BUSINESS FROM THE COUNCIL

6. NEXT MEETING DATE: Work Session, February 25, 2008
Regular Session, February 27, 2008

7. ADJOURNMENT

City of Albany Web site: www.cityofalbany.net



TO: Albany City Council

FROM: Diane Taniguchi-Dennis, Pro Tem City Manager *Diane Dennis*

DATE: February 8, 2008

SUBJECT: Agenda Review for the Wednesday, February 13, 2008, City Council Agenda

Scheduled Business

- Item a Sharon was approached by this group to address the Council regarding their proposal which is included in the agenda.
- Item b1 Wes believes the proposed public records policy strikes the right balance between providing access to information and recovering costs from requests. His bias is to err on the side of access, but records requests can be used to maliciously hamstring government at significant cost to the public.
- Item b2 The proposed resolution will authorize the City Manager to enter into a power purchase agreement for the hydropower that will be generated with the restart of the hydroelectric generator at Vine Street Water Treatment Plant. The recommended agreement with Pacific Power is a fixed guaranteed price with a built-in escalator. The agreement is for 15 years. The 2008 price is 2.58 cents per kilowatt hour higher than originally projected when Council approved the hydroelectric project.
- Item b3 The proposed resolution is for the sole source purchase of Task Force Tips brand fire hose nozzles for their two new engines. This purchase will maintain the continuity of having the same nozzles on the new engines that are on the existing engines.
- Item b4 The proposed resolution is for the sole source purchase of the patented "No Smoke" exhaust filtration system for five fire engines (two new and three existing engines). The Fire Department has been outfitting its fleet with this system over the past several years. This purchase will complete the installation on all Fire Department emergency vehicles and maintain continuity of having the same exhaust filtration systems on all equipment.
- Item b5 The proposed resolution allows the Police Department to purchase a 2008 Ford Escape that is necessary equipment for the additional Detective staffing. There are currently two vehicles that are rented from a local vendor. The Department was unable to come to an agreement with the vendor for a third rental vehicle and recommends purchase of a vehicle from the state contract.
- Item b6 The proposed resolution provides the budget authority to accept funds for the design of the Wastewater Wetlands Treatment Project and to expend them in this fiscal year.
- Item c This item is for the approval of the Municipal Court Judge contract through December 31, 2008, followed by adoption of a resolution on the Consent Calendar to appoint Municipal Court Judge Pro Tems to assure court work will not be interrupted when the Judge is absent from his position.
- Item d I support adoption of the Consent Calendar as proposed.
- Item e1 This request is to purchase property necessary for construction of the replacement for the North Albany Lift Station.

- Item e2 Council is requested to authorize change orders to the construction contract for the 53rd Avenue Park because they are greater than ten percent of the original contract. The significant portion of the change orders were necessary to avoid wetland impacts and to meet conditional use permit requirements.
- Item f Wes supports the request for a minimal (0.09) increase in a Transit Operator's position to improve the quality of our service. The increase amounts to about 188 hours per year.
- Item g1 The Code Enforcement Team continues to do good work in addressing violations of our Municipal Code while recognizing legitimate property owner concerns.
- Item g2 A verbal report will be provided on the status of the Helping Hands construction project.
- Item g3 This item is to request Council to initiate a street vacation of Jackson Street NE and Jefferson Street NE, north of Water Avenue NE as requested by the property owners adjacent to the two streets.
- Item h Sharon is nominating C. Jeffery Evans to fill her Budget Committee appointment.

RWH:ldh
Attachment

Proclamation of "We the People" 2008

Proposal to the Albany - City Council

Vision: Encourage, enable, educate and inspire citizens of Albany to engage in our democratic process of government throughout 2008.

Reason: 2008 is a year of major of decisions for our citizens: nationally in this presidential election year, State wide with issues and representative to be decided; and locally we have major issues to resolve and the opportunity to involve a whole new generation of Albany citizens in the democratic process of government. Stimulating citizen education, involvement, and voter participation can only contribute to a healthy democracy here in Albany.

Three Main Objectives:

- 1.) Issue a proclamation to the citizens of Albany declaring "We the People" 2008. An example of a proclamation is provided
- 2.) The City could encourage citizens of all ages to become more educated, informed and involved in our democracy.
- 3.) Encourage the Albany schools to adopt the proclamation by encouraging children to write essays, read books, and have special projects, speech contests with the City providing a prize.

Other Suggested ideas: 4.) The City could present at different opportunities the need for citizens to involve themselves in the democratic process, through talks, mailings, special events and speakers. 5.) The City could have special tours for citizens and students explaining how our City works. 6.) Ask State representatives to come and speak to our citizens about the need to get involved in the process (Town Hall Meetings). 7.) City employees could become mentors to Albany students interested in a career in public service. 8.) Add quotes on citizenship to City mailings. 9.) Have a special July 4th event. 10.) Inaugurate a scholarship for students seeking a career in government.

Benefits: We would all benefit from a community wide effort to revitalize citizenship and the encouragement of a greater cooperation and involvement in our democratic process of government. The future health and wellbeing of our City depends on the quality and health of our citizenship and this effort will help. The focus on Citizen Democracy for one year may very well reap rewards for many years to come for our community and her citizens.

Costs: There is no cost in speaking up this idea to our citizens if current communication tools are used. There would be a minimum cost if employees of the City were to get involved in some of the proposed objectives and projects. Citizen financial sponsorship by individuals, civic groups and local businesses could provide funds for some of the proposed objectives.

If Approved: Create a project team that would create a proclamation, implementation plan and schedule that would be approved by the City Council.

Proclamation

(City of Albany Seal)

“We the People” 2008

We, Albany City Council, recognize that:

Whereas, “We the People” are the foundation of our democracy, and good citizenship is the essential responsibility that makes democracy work and,

Whereas, good citizenship being essential to our democratic society, and our community wellbeing, the educated, involved and concerned citizens are critical to our democratic society and,

Whereas, the future health and wellbeing of Albany and her people is in the hands of our good citizens it is an essential responsibility that the City of Albany encourage citizen education, involvement and participation in the process of good self-government and,

Whereas, 2008 is a critically important election year for the American People, the City of Albany encourages all her citizens, schools, organizations, businesses and government services to focus on this all important responsibility of achieving good citizenship.

Now, Therefore, We, the City Council of Albany Oregon Proclaim “We the People” 2008. We encourage all citizens of Albany to engage in all manner of creative activities that would encourage and improve good citizenship in our people, schools, organizations, businesses and institutions.

Now, therefore, We the undersigned do hereby proclaim” “We the People” 2008 and urge Albany citizens to celebrate our democracy with goodwill and in cooperation for the common good.

In witness whereof,

We have here unto set our hand this <insert day>

Day of <insert month>, 2008

<sign here>

<Insert names and titles>

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING A PUBLIC RECORDS POLICY AND SETTING FEES.

WHEREAS, the City of Albany, Oregon, desires to adopt a policy addressing the procedures for inspection of public records within the City of Albany; and

WHEREAS, Oregon State Statutes require that a public records policy be in place by January 2008; and

WHEREAS, Oregon State Statutes allow for reasonable fees calculated to reimburse local government costs for providing those records.

NOW, THEREFORE BE IT RESOLVED by the Albany City Council that the Public Records Request Policy (Attachment A) be established.

DATED AND EFFECTIVE THIS 13th DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk

ATTACHMENT A

CITY OF ALBANY PUBLIC RECORDS REQUEST POLICY

SECTION 1: Right to Inspect Public Records. Every person has a right to inspect any non-exempt public record held by the City of Albany. Requests for any records of the City must be made under the Oregon Public Records Law and in accordance with the rules of this City of Albany Public Records Policy.

SECTION 2: Application for Public Records Inspection.

1. All applications for inspection of non-exempt public records shall be addressed to the City Clerk or the Deputy City Clerk using the Public Records Request form (Sample 1).
2. All applications for inspection of Police Department Records shall be received at the Police Department using the attached request form and fee schedule (Sample 2 and 3).
3. Upon receipt of said application, the application may be referred to legal counsel to determine whether records requested are exempt from disclosure.
4. The City Clerk, or the Deputy City Clerk in the City Clerk's absence, is the official "Records Officer". The Records Officer shall take reasonable measures to preserve the integrity of the records. In this capacity, the Records Officer may adopt reasonable rules necessary to protect the records and prevent interference with the regular discharge of duties of the City of Albany.

SECTION 3: Specificity of Request. In order to facilitate the public's access to records in the City's possession, and to avoid unnecessary expenditure of staff time, persons requesting access to public records for inspection or copying, or who submit written request for copies of public records, shall specify the records requested with particularity, furnishing the dates, subject matter, and such other detail as may be necessary to enable City personnel to readily locate the records sought.

SECTION 4: Reasonable Opportunity to Inspect.

1. The Records Officer shall allow a person applying for inspection and/or copying of public records a reasonable opportunity to inspect the records during usual business hours. Reasonable opportunity does not mean the time frame set by the requestor, so long as the Records Officer provides access to the non-exempt records within a reasonable period of time. All records shall be inspected by the requestor and copied by City staff at the City of Albany place of business.
2. The Records Officer may furnish a certified copy of the record to a person requesting said record. Certification shall mean a statement on the cover sheet or last sheet of the copy certifying that the copy is a true and correct copy and signed by the Records Officer.
3. If the public record is maintained in a machine readable or electronic form, the custodian shall provide copies of the public record in the form requested, if available. If not available in the form requested, it shall be made available in the form in which it is maintained.
4. The public right to receive copies of public records shall be complied with by the Records Officer within a reasonable time. It is the policy of the City not to postpone or disrupt current and ongoing matters of city business to provide staff time for inspection or copying of non-exempt public records. Staff time shall be coordinated by the Records Officer and shall be provided within a reasonable period of time from the date the record request was made.
5. The City is not required to produce "lists" of records that are not already available in the form of a "list".

SECTION 5: Fees for Public Records. In order to cover its actual costs for responding to public records requests, the following fee schedule is adopted by the City:

1. Copies of Public Records: Copies of public records shall be .25 cents per page for standard black and white letter size copies, .50 cents per page for 11X17 black and white copies. Color copies

will be .50 for letter size copies and \$1.00 for 11X17. Photo quality paper will be an additional charge.

2. Electronic Format: Electronic documents may include sound recording, video recordings, and electronic documents. These non-exempt public records will be provided in electronic format on CD or DVD at a cost of \$5.00 each. Records that are already in audio tape form will be provided for \$15.00 for the first copy and \$5.00 for each additional tape. For records that are not already in electronic format and request to be converted, a Research Fee will be required as stated in this policy.
3. Copies of Maps and other Nonstandard Documents: Charges for maps, large documents, or other nonstandard size documents, in the custodial possession of the Records Officer, shall be charged in accordance with the actual costs incurred by the City to reproduce them.
4. Research Fees: If a request for records requires City personnel to spend more than 30 minutes searching or reviewing records prior to their review or copying, the fee will be as follows:
 - a. Up to 30 minutes Copy cost only
 - b. 30 minutes to 2 hours..... Copy cost plus \$25 per hour
 - c. Over 2 hours..... Employee costs plus overheadThe City will provide a written cost estimate to requestor and must receive confirmation that the requestor wants the City to proceed with the request. Cost estimates over \$10 will be paid in advance. If the actual time and cost are less than estimated, the excess money shall be refunded to the requestor. If the actual cost and time are in excess of the estimated cost, the difference shall be paid at the time the records are produced.
5. Archived Scanned Copies: Scanned copies archived in the City of Albany Laserfiche system and readily available to the Records Officer, may be sent to an email address provided by the requestor for the cost of the applicable research fee only.
6. Electronic Searches: For non-exempt public record requests including emails or other electronic files stored on any City network and not readily available to the Records Officer, the information shall be provided on CD/DVD. The cost will be \$5.00 per CD/DVD plus \$100 per hour for the research and copying time with a minimum of one hour charge.
7. Additional Charges: If a request is of such magnitude and nature that compliance would disrupt the City's normal operation, the City may impose such additional charges as are necessary to reimburse the City for its actual costs of producing the records.
8. Reduced Fee or Free Copies: Whenever the City determines that furnishing copies of public records in its possession at a reduced fee or without costs would be in the public interest, the City may so authorize. ORS 192.440(4).

SECTION 6: Review of Original Records. If a request to review original records is made, the City shall permit such a review provided that research fees are paid in advance in accordance with SECTION 5, above. A representative of the City shall be present at any time original records are reviewed. At no time shall an original record of the City be removed from the City's files or the place at which the record is regularly maintained, except upon authorization of the City. If any person attempt to alter, remove, or destroy any original record, the City representative shall immediately terminate such person's review, and notify the City Attorney.

PUBLIC RECORDS FEES

City of Albany
Finance Department
City Clerk's Office

Note: See Resolution No. 1111 for full City of Albany Public Record Request Policy.

SECTION 5: Fees for Public Records. In order to cover its actual costs for responding to public records requests, the following fee schedule is adopted by the City:

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2. **Electronic Format:** Electronic documents may include sound recording, video recordings, and electronic documents. These non-exempt public records will be provided in electronic format on CD or DVD at a cost of \$5.00 each. Records that are already in audio tape form will be provided for \$15.00 for the first tape and \$5.00 for each additional tape. For records that are not already in electronic format and request to be converted a Research Fee will be required as stated in this policy.
3. **Copies of Maps and other Nonstandard Documents:** Charges for maps, large documents, or other nonstandard size documents, in the custodial possession of the Records Officer, shall be charged in accordance with the actual costs incurred by the City to reproduce them.
4. **Research Fees:** If a request for records requires City personnel to spend more than 30 minutes searching or reviewing records prior to their review or copying, the fee will be as follows:
 - a. Up to 30 minutes Copy cost only
 - b. 30 minutes to 2 hours Copy cost plus \$25 per hour
 - c. Over 2 hours Employee costs plus overhead

The City will provide a written cost estimate to requestor and must receive confirmation that the requestor wants the City to proceed with the request. Cost estimates over \$10 will be paid in advance. If the actual time and cost are less than estimated, the excess money shall be refunded to the requestor. If the actual cost and time are in excess of the estimated cost, the difference shall be paid at the time the records are produced.

5. **Archived Scanned Copies:** Scanned copies archived in the City of Albany Laserfiche system and readily available to the Records Officer, may be sent to an email address provided by the requestor for the cost of the applicable research fee only.
6. **Electronic Searches:** For non-exempt public record requests including emails or other electronic files stored on any City network and not readily available to the Records Officer, the information shall be provided on CD/DVD. The cost will be \$5.00 per CD/DVD plus \$100 per hour for the research and copying time with a minimum of one hour charge.
7. **Additional Charges:** If a request is of such magnitude and nature that compliance would disrupt the City's normal operation, the City may impose such additional charges as are necessary to reimburse the City for its actual costs of producing the records.
8. **Reduced Fee or Free Copies:** Whenever the City determines that furnishing copies of public records in its possession at a reduced fee or without costs would be in the public interest, the City may so authorize. ORS 192.440(4).

Copies per page		Electronic Formats	
.25	8.5 x 11 black & white	5.00	Each DVD
.50	11 x 17 black & white	5.00	Each CD
.50	8.5 x 11 color	15.00	First audio tape
1.00	11 x 17 color	5.00	Each add'l audio tape
Additional charge	Photo quality paper	Additional charge	See: Research Fees
Research Fees		Maps & Nonstandard Documents	
Up to 30 minutes	Copy costs only	Actual cost for reproduction	
30 minutes to 2 hours	Copy cost plus \$25 an ho	Electronic Searches	
Over 2 hours	Employee cost plus over	\$100 per hour	One hour minimum



PUBLIC RECORDS REQUEST FORM

City of Albany
Finance Department
City Clerk's Office

For Police Records contact: 541.917.7680

Notice: Oregon Public Records Law grants each person the right to inspect the records of a public body (unless exempt from disclosure). ORS 192.430 allows the public body a reasonable time to respond to a records request and ORS 192.440 (5) authorizes the public body to charge fees associated with the requests. City of Albany fees are set by Resolution No. 1111 and are listed on the back of this form. Prepayment will be required for requests that exceed \$10. Senate Bill 554 requires that a public body respond in writing to a public records request. You will be given a copy of this form when the City processes your records request to serve as that notification.

Your signature below acknowledges that you have read, understand, and accept financial responsibility for the fees associated with this public records request.

Signature: _____ Date: _____

Requestor Information:

Name Mailing Address

City State Zip Code

Daytime Phone Number Fax Number Email address

Document Information:

Describe the information/records you are requesting being specific enough for the City to determine the nature, content, and department within which the records you are requesting may be located. Provide specific dates whenever possible. Use additional sheets of paper if necessary.

Return Form To: Mail or drop off: City Hall, Finance Dept, 333 Broadalbin Street SW, Albany, OR 97321
Fax: 541.917.7511 Email: cityclerk@cityofalbany.net

For Staff Use

Date Request Received: _____ Date copy of form provided: _____
Staff Initial: _____ Via: Mail Email Fax Pick up at City Hall

This Records Request:

- Was completed on (date): _____
- Was referred to the City Attorney on (date): _____
- Will require more time to process. (Estimated completion date): _____
- Will exceed \$10 so will require prepayment. (Estimated amount due prior to completion): _____
- Was unable to be completed because the City is not in possession of the records.
- Was unable to be completed because the records are exempt under state or federal law.
- Other: _____

ALBANY POLICE DEPARTMENT RECORDS FEES & PROCEDURES

All requests require a **non-refundable advance payment** of \$7.00 to cover research fees

Police Reports	
Police Incident Reports Computerized Incident Report (CAD) Miscellaneous Police Documents	\$ 7.00 Research fee includes up to ten single-sided copies. Lengthy reports requiring over 15 minutes to process will accrue additional charges at a rate of \$28.00 per hour plus additional copy charges.
Copy charges	Additional \$.10 (cents) per side after ten pages
Postage for mailing reports	\$ 2.00 for up to ten pages, \$.10 (cents) per page after ten pages.
Records Checks (Records only available back to 1990)	
Person	\$ 7.00 per person
Letters of Clearance	\$ 7.00 per person
Location	\$ 7.00 per 12-month period
Statistics	\$ 7.00 per requested activity
Postage for mailing records checks	\$ 2.00 for up to ten pages, \$.10 (cents) per page after ten pages.
Supplemental Fees (in addition to the fees identified above)	
Photographs	
Photos saved to Compact Disc	\$10.00 per CD
Photos printed on paper	\$ 2.50 per sheet (up to 4 photos per sheet)
Photos reproduced from negatives	\$10.00 for first 24 prints/per single role, \$.50 (cents) for each additional print
Postage for mailing photographs	\$ 2.00 for up to ten photos/pages. \$.10 (cents) per photo/page after ten pages. \$ 2.00 per CD
Recordings	
Compact Disc, DVD or Cassette tape recordings	\$10.00 for first 15 minutes of staff time, \$7.00 for each additional 15 minutes
Postage for mailing recordings	\$2.00 per tape/CD/DVD

A request for police records information can take up to 2 weeks to process. Requested information will be available for pickup at the front counter of the Albany Police Department or may be mailed to you for an additional fee. All items must be picked up within 30 days after notification that the information is ready, otherwise it will be destroyed and another request will need to be made.

*Requests can be completed in a timely manner if the data you provide is complete and accurate. Please provide the full name of the individual, their date of birth, driver's license number and social security number. Any special requests not indicated above will be charged at a minimum hourly rate of \$28.00/per hour, plus additional copy charges and at the discretion of the Albany Police Department. We appreciate your cooperation and assistance in making this process efficient.

1117 Jackson SE
Albany, OR 97322
541-917-7680

ALBANY POLICE DEPARTMENT REQUEST FOR COPIES

Requests can take up to two weeks to complete and are processed in the order they are received.

Today's Date:		Requester Name:			
Requester Phone Number:		Requester Cell Phone Number:		Requester Agency (if applicable):	
Email Address (if you want contact by email):					
Requester Address, City, State & Zip Code:					
Requester Signature:					
Circle One:	Auto Accident	Theft/Burglary		Other:	
Incident Number:		Incident Location:			
Date of Incident:		Time of Incident:		Officer:	
Person(s) Involved: (Only use insured persons name if the insured person was involved as the driver/victim):					
Amount Enclosed: _____			<u>Non-refundable minimum \$7.00 fee for report requests</u> includes records search, and up to ten single-sided or five double-sided pages		
Additional Amount Due at Pickup: _____			<u>Non-refundable minimum \$10.00 fee for tape requests</u> include records search and up to 15 minutes of tape reproduction		
			Mailing Fee Included: Yes No		
			(See reverse side for fee schedule)		
POLICE DEPARTMENT USE ONLY					
We cannot supply the report you requested for the following reason (s):					
Cash or check for the correct amount was not enclosed					
Additional money in the amount of \$ _____ is needed to complete your request.					
The incident is still under investigation and cannot be released at this time					
We have no record involving this person/incident. Please check your information for accuracy.					
The incident is not in our jurisdiction and/or our department did not take the report.					
Please Contact:					
This incident involved an arrest and/or investigation that requires the prosecutor to authorize/provide this information. You should contact:					
Linn County District Attorney – P.O. Box 100, Albany, Or 97321 (541) 967-3836					
City Attorney Office – P.O. Box 40, Albany, OR 97321 (541) 926-5504					
Benton County District Attorney – 120 NW 4 th , Corvallis, Or 97330 (541-766-6815)					
Other:					
Payment Received By:		Cash	Check:	Date:	
		Counter:	Clerk:	Mail:	



TO: Albany City Council

VIA: Wes Hare, City Manager
Diane Taniguchi-Dennis, P.E., Public Works Director *DSTD*

FROM: Peter Harr, P.E., Civil Engineer III *PH*
Bob Woods, Public Works Business Manager *BW*

DATE: January 15, 2008, for the February 13, 2008, City Council Meeting

SUBJECT: Power Purchase Agreement

RELATES TO STRATEGIC PLAN THEME: • An Effective Government

Action Requested:

Adopt the resolution authorizing the City Manager to sign a power purchase agreement with Pacific Power.

Discussion:

The City Council on October 25, 2006, authorized the re-starting of the hydroelectric generator facility located in the Vine Street Water Treatment Plant as part of a design-build contract with C.F. Malm Engineers. Part of that project involves a new power purchase agreement for the sale of the electricity generated.

When the ownership of the facility transferred to the City of Albany, a component of the original contract provided for the sale of power generated to Pacific Power. Since that time, actions by the Federal and State governments have resulted in mandated power purchase agreements whose terms are much more favorable to the City than the terms of the existing agreement. The City seeks to avail itself of the additional income that would be realized by the adoption of a replacement agreement.

Under Public Utility Commission regulations, the City has the right to choose one of these options in securing a purchase agreement:

1. Fixed Avoided Cost Prices

Prices are fixed at the time that the contract is signed by both the City and Pacific Power and will not change during the term of the contract. The prices that are agreed upon do have price escalation increases built into the contract rates. Fixed Avoided Cost Prices are available for a contract term of up to 15 years. Prices under a longer term contract (up to 20 years) will thereafter be under either Banded Gas Market Indexed Avoided Cost Prices or Gas Market Indexed Avoided Cost Prices.

2. Gas Market Indexed Avoided Cost Prices

Fixed prices apply during the resource sufficiency period (the first 5 years). A portion of the price will remain fixed and never change, and a portion will be indexed to actual monthly West Side Gas Market Index prices. Prices are available for a term of up to 20 years. The overall actual price paid can increase or decrease.

3. Banded Gas Market Indexed Avoided Cost Prices

Fixed prices apply during the resource sufficiency period (the first 5 years). Then a portion of avoided cost prices are indexed to actual monthly West Side Gas Market Index prices. The Gas Market portion price change, however, is placed within a +/- price band which it will not exceed. The remaining portion of avoided cost prices will be fixed at the time that the contract is signed by both the City and Pacific Power and will not change during the term of the contract. Prices are available for a term of up to 20 years.

Essentially, Option 1 will provide the City with a predetermined guaranteed price with built-in escalators over the term of the contract. The other options rely on market conditions to determine the price paid, primarily tied to the price of natural gas. In the end, the question is "Do the other options provide the City with a likelihood of a return higher than that guaranteed in the fixed price option?"

Staff looked at the data provided by Pacific Power and at predictive information from the United States Department of Energy and information from *Platt's* energy market data, and it became readily apparent that the power purchase market place is a complex environment far beyond the capabilities of City staff to make an informed analysis. Staff contacted public sector associates with a background working with other entities entering into power purchase agreements, and they did not know of any entities that did not avail themselves of Option 1, Fixed Avoided Cost Prices. Our hydropower consultant C.F. Malm Engineers looked at the options and it was their opinion that Option 1, the fixed price option, well serves the interests of the City at the least risk.

The initial price guaranteed in Option 1 begins at a weighted average price of 6.46 cents per kilowatt hour in 2008 and rises to 8.08 cents per kilowatt hour in 2023 at the end of the standard 15-year contract. This compares to the 3.88 cents per kilowatt hour that was based on the existing agreement in effect back in 2002, when the City approached the Energy Trust for supplemental funding for this hydropower project.

The guaranteed rate under Option 1 represents a significantly higher rate than originally projected when Council approved the hydroelectric project. While the other options have a potential to generate even more, they also have a potential to generate less than Option 1. We agree with C.F. Malm Engineers that accepting more risk is an unnecessary gamble when we already stand to receive greater than expected returns in choosing the low risk option.

Staff recommends that the City Manager sign an agreement utilizing Option 1 Fixed Avoided Cost Prices for a standard term of 15 years.

Budget Impact:

There will be increased revenue to the Water Fund over initial project projections based on a higher per kilowatt hour payment.

BW:PH:kw
Attachment

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A POWER SALES AGREEMENT WITH PACIFIC POWER FOR HYDROELECTRIC POWER GENERATION.

WHEREAS, the City Council authorized Project 515021 – W-03-02, Hydroelectric System Improvements which will re-start the closed hydroelectric generating facility at the Vine Street Water Treatment Plant; and

WHEREAS, tariffs authorized by the Oregon Public Utilities Commission (PUC) provide for a price structure for the purchase of electric power generated from our facility; and

WHEREAS, the tariffs provided for by the PUC offer a significantly higher rate of return than what was anticipated under a pre-existing agreement with Pacific Power.

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager or designee to negotiate and sign a power sales agreement with Pacific Power.

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Kevin Kreitman, Fire Chief *KK*
DATE: February 6, 2008, for the February 13, 2008, City Council Meeting
SUBJECT: Sole Source Procurement for Task Force Tips Fire Hose Nozzles & Accessories
RELATES TO STRATEGIC PLAN THEME: • A Safe City

Action Requested:

In the Council's role as the Local Contract Review Board, the Fire Department requests authorization to purchase Task Force Tips brand fire hose nozzles from a sole source vendor in accordance with sole source purchasing requirements specified in Oregon Revised Statutes 279B.075. The sole source vendor is L.N. Curtis & sons, 1800 Peralta Street, Oakland, CA 94607.

Discussion:

The Fire Department is in the process of purchasing fire equipment to supply the two new engines, which are expected for delivery in February 2008. The Fire Department currently uses Task Force Tips brand fire hose nozzles for emergency services operations. Purchase of Task Force Tips nozzles for the new vehicles will maintain the same equipment on all fire emergency services vehicles, promoting firefighter familiarity and efficiency, and increasing safety to firefighters and the public.

L.N. Curtis & sons is the sole vendor for Task Force Tips fire hose nozzles and accessories for Oregon customers.

Budget Impact:

\$23,000 Fire Suppression Equipment (100-25-1201-62000); approved in the 2007-2008 fiscal year budget.

KK:ljh
Attachment

RESOLUTION NO. _____

A RESOLUTION OF THE ALBANY CITY COUNCIL, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, WAIVING COMPETITIVE BIDDING AND AWARDING A SOLE SOURCE CONTRACT TO L.N. CURTIS & SONS.

WHEREAS, the Albany City Council serves as the City's Local Contract Review Board; and

WHEREAS, the Local Contract Review Board may award a contract without competitive bidding when the contractor is the sole source of the goods required; and

WHEREAS, the Fire Department requires Task Force Tips fire hose nozzles, compatible with existing equipment for safe, efficient emergency services operations; and

WHEREAS, L.N. Curtis & sons is the sole vendor for Oregon customers of Task Force Tips fire hose nozzles and accessories; and

WHEREAS, the Albany City Council adopted the 2007-2008 Fire Suppression fiscal year budget for fire equipment; and

WHEREAS, the Albany City Council authorized Department Directors to sign contracts and agreements (Resolution 5183 dated August 24, 2005).

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The City of Albany City Council, acting as the Local Contract Review Board, adopts the following findings:

1. L.N. Curtis & sons is a sole source vendor of Task Force Tips fire hose nozzles and accessories, in accordance with ORS 279B.075 and OAR 137-047-0275.

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Kevin Kreitman, Fire Chief *KK*
DATE: February 5, 2008, for the February 13, 2008, City Council Meeting
SUBJECT: Sole Source Procurement for "No Smoke" Exhaust Filtration Systems
RELATES TO STRATEGIC PLAN THEME: • A Safe City

Action Requested:

In the Council's role as the Local Contract Review Board, the Fire Department requests authorization to purchase patented "No Smoke" exhaust filtration systems from a sole source supplier in accordance with sole source purchasing requirements specified in Oregon Revised Statutes 279B.075. The sole source manufacturer and supplier is Ward Diesel Filter Systems, 133 Philo Road W, Elmira, NY 14903.

Discussion:

"No Smoke" is the only system that mounts directly to the vehicle and is fully automatic at trapping contaminants. All other exhaust removal systems are plumbed in the building and hooked from overhead duct work into the vehicle's exhaust pipe, and disconnect upon driving the vehicle out of the station.

The Fire Department has been outfitting its emergency fleet with "No Smoke" exhaust filtration systems over the past several years, budgeting for a few units each fiscal year. Since these systems are currently in use on our fleet, it is essential to acquire the same type of system for operations, efficiency, compatibility, and cost-savings perspectives for new and existing fire vehicles.

The Fire Department has three emergency vehicles that are not currently equipped with "No Smoke" systems and will be receiving two new engines in February 2008 that will also require these systems.

The Fire Department budgeted funds to purchase and install five "No Smoke" systems. This will complete installation of the systems on all Albany Fire Department emergency vehicles. Bid specifications for future emergency vehicle purchases would include installation of the systems by the vehicle manufacturer prior to delivery.

Budget Impact:

\$42,500 Fire Suppression Capital (100-25-1201-70005); approved in the 2007-08 fiscal year budget.

KK:ljh
Attachment

RESOLUTION NO. _____

A RESOLUTION OF THE ALBANY CITY COUNCIL, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, WAIVING COMPETITIVE BIDDING AND AWARDING A SOLE SOURCE CONTRACT TO WARD DIESEL FILTER SYSTEMS.

WHEREAS, the Albany City Council serves as the City's Local Contract Review Board; and

WHEREAS, the Local Contract Review Board may award a contract without competitive bidding when the contractor is the sole source of the goods and services required; and

WHEREAS, the Fire Department requires "No Smoke" mounted exhaust filtration systems, compatible with existing equipment for safe, efficient emergency services operations; and

WHEREAS, Ward Diesel Filter Systems is the sole manufacturer and supplier of this patented product; and

WHEREAS, the Albany City Council adopted the 2007-2008 Fire Suppression fiscal year budget for capital equipment; and

WHEREAS, the Albany City Council authorized Department Directors to sign contracts and agreements (Resolution 5183 dated August 24, 2005).

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The City of Albany City Council, acting as the Local Contract Review Board, adopts the following findings:

1. Ward Diesel Filter Systems is a sole source manufacturer and supplier of "No Smoke" exhaust filtration systems and services, in accordance with ORS 279B.075 and OAR 137-047-0275.

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk



TO: Albany City Council

VIA: Wes Hare, City Manager

FROM: *Edward Boyd*
Edward Boyd, Chief of Police

DATE: January 3, 2008, for the February 13, 2008 City Council Meeting

SUBJECT: Approval of the Capital Purchase of a New Detective Vehicle.

RELATES TO STRATEGIC PLAN THEME • An Effective Government.

Action Requested:

Staff is asking the Council to authorize the Albany Police Department to purchase an additional 2008 Ford Escape for a Detective vehicle that is needed due to additional Detective staffing.

Discussion:

In F.Y. 07-08 the Albany Police Department anticipated the increased staffing in the Detective Unit and we budgeted \$3,600 for a third short-term rental car to provide a vehicle for additional Detective staff. We currently rent two undercover vehicles for our narcotics detectives from a local vendor. However, we were unable to come to an agreement with the vendor for a third rental vehicle.

Our planned rental option did not work out so we need to purchase an additional non-emergency vehicle. The current purchase price for a Ford Escape on the Oregon State bid is \$15,680. We will pay for the new car from the Equipment Replacement Fund. The auction proceeds from sold vehicles will cover nearly the entire cost of the new vehicle. We will budget funds in the Equipment Replacement Fund for future vehicle replacement.

Suggested Motion: I move that the Council authorize the Albany Police Department to purchase an additional non-emergency 2008 Ford Escape for a Detective vehicle.

Budget Impact:

Funds are available in the approved FY 07-08 Budget.

RESOLUTION NO. _____

A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING A CAPITAL PURCHASE FOR AN ADDITIONAL DETECTIVE VEHICLE.

WHEREAS, the City of Albany Police Department has been acquiring detective vehicles through the State bid process; and

WHEREAS, the Albany City Council has the authority to authorize the purchase of additional capital equipment.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

The City of Albany City Council adopts the following findings:

1. Funds to purchase the new vehicle are in the Police Equipment Replacement Fund (217-10-1010-70005).
2. The Albany Police Department is authorized to expand their purchased vehicle fleet by one Ford Escape to be used as a Detective vehicle.

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk



TO: Albany City Council

VIA: Wes Hare, City Manager
Diane Taniguchi-Dennis, P.E., Public Works Director *DSTD*

FROM: Bob Woods, Public Works Business Manager

DATE: February 6, 2008, for the February 13, 2008, City Council Meeting

SUBJECT: Resolution to Receive Funds and Appropriate Budget Authority

RELATES TO STRATEGIC PLAN THEME: • An Effective Government

Action Requested:

Staff requests that Council approve the attached resolution to receive funding from outside sources and provide appropriation authority via adjustments to the FY 2007-08 Annual Budget.

Discussion:

At the meeting of July 23, 2007, the City Council authorized staff to pursue capital project WWTP-08-02 Wastewater Wetlands Treatment. The staff report laid out the funding for the project and authorized staff to negotiate with ATI Wah Chang and the City of Millersburg for their share of participation in the project. At that time, a resolution authorized the use of SDC Reimbursement funds for the project, but did not address the funding to be paid for by ATI Wah Chang and the City of Millersburg.

The attached resolution, which was not included with the staff report, will provide staff with the legal authorization to adjust the anticipated revenues in the Sewer Fund and to authorize the corresponding appropriations necessary to the project.

Budget Impact:

No additional impact prior to what was contained in the previous staff report. That report detailed a total project cost of \$440,000, of which \$100,000 was to come from Sewer Capital, \$185,100 from Sewer SDC-Reimbursement reserves, and a total of \$154,900 from the combination of the City of Millersburg and ATI Wah Chang.

BW:kw
Attachment

RESOLUTION NO. _____

A RESOLUTION AMENDING THE FY 2007-08 ANNUAL BUDGET BY PROVIDING FOR THE RECEIPT OF ADDITIONAL FUNDING AND AUTHORIZING ADDITIONAL APPROPRIATIONS IN THE SEWER FUND RELATING TO PROJECT #511021 – WWTP-08-02, WETLANDS TREATMENT PROJECT.

WHEREAS, the City Council on July 23, 2007, determined that the best interests of the citizens of Albany would be served by authorizing the Wetlands Treatment Project; and

WHEREAS, staff has determined that funding will be secured from the City of Millersburg and from ATI Wah Chang to supplement City funding of this project; and

WHEREAS, amending the budget to provide for the receipt of funds and the appropriation of corresponding expenses will enable staff to more accurately track and control budget expenditures.

NOW, THEREFORE, BE IT RESOLVED that the following amendment is made to the FY 2007-08 Annual Budget:

REVENUES in 601-50-2500 *Sewer System Capital Projects* are hereby INCREASED by the following amounts:

42807 - City of Millersburg:	\$ 31,700
42821 - ATI Wah Chang:	<u>\$123,200</u>
Total New Revenue to Receive:	\$154,900

EXPENDITURES in 601-50-2500 *Sewer System Capital Projects* are hereby INCREASED by:

60402 – Wetlands Evaluation	(\$100,000)	transfer existing funding to 88003
88003 – WWTP 08-02 Wetlands	<u>\$254,900</u>	
Net Additional Appropriation:	\$154,900	


DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

City Council President

ATTEST:

City Clerk



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Stewart Taylor, Finance Director 
DATE: February 6, 2008, for the February 13, 2008, City Council Meeting
SUBJECT: Contract for Municipal Court Judge Robert Scott
RELATES TO STRATEGIC PLAN THEME: • An Effective Government

Action Requested:

Approval of the Municipal Court Judge contract for 2008 and adoption of the resolution appointing Municipal Court Judge Pro Tems.

Discussion:

Judge Scott presented his 2007 Annual Report at the January 28 Work Session. Approval of this contract will continue his services thru December 31, 2008.

Adoption of the resolution appointing Municipal Court Judge Pro Tems will assure that work for the Municipal Court will not be interrupted when the Judge is absent from his position.

Budget Impact:

With Council approval of the contract on February 13, 2008, the budget impact will be an increase of 3.5 percent to Judge Scott's compensation would cost the City approximately \$199 each month, or \$2,388 annually.

ST:bl
Attachment

G:\City Clerk\CCMINUTE\2008\Judge Scott contract CC.mmo.doc

CONTRACT TO PROVIDE MUNICIPAL COURT SERVICES

THIS AGREEMENT is made and entered into this 1st day of January 2008 by and between the CITY OF ALBANY, Oregon, a municipal corporation, hereinafter referred to as "CITY" and ROBERT T. SCOTT, Attorney at Law.

WITNESETH:

WHEREAS, the CITY desires the services of ROBERT T. SCOTT as Municipal Judge, pursuant to Section 23 of the Charter of the CITY OF ALBANY; and

WHEREAS, ROBERT T. SCOTT desires to serve in said capacity as an independent contractor, rather than as an employee of the CITY OF ALBANY; and

WHEREAS, it is the desire of both parties hereto to establish and set forth their mutual responsibilities one to the other.

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

Duties. The CITY hereby contracts with ROBERT T. SCOTT to perform all functions and duties specified in Section 23 of the Charter of the CITY OF ALBANY and to perform such other legally permissible and proper duties and functions as said position shall require. These duties shall include, but are not limited to, the following:

- a. Provide an overview of the Municipal Court judicial function, including pretrial conferences, scheduling of pro tem judges, and annual reviews of the financial condition of the Municipal Court system;
- b. Preside over criminal, traffic, parking cases, arraignments, trials, and hearings and set forth the courtroom calendar;
- c. Develop and carry out policies for trial procedures, including the adoption of an appropriate bail schedule;
- d. Coordinate with the City Attorney to reduce or eliminate backlog of pending cases;
- e. Review annually, data gathered by the CITY regarding cases generated by the Albany Police Department which are being filed in the District Court;
- f. Prepare an annual report concerning Municipal Court operations and personally present that report to the Council;
- g. Annually review and recommend changes to the Albany Municipal Code which relate to Municipal Court; and
- h. Make recommendations to the CITY to improve the financial or other operating conditions of the Court.

Independent Contractor. In performing the duties of Municipal Court Judge, ROBERT T. SCOTT shall serve as an independent contractor and not as an employee of the CITY. The CITY shall have no right or responsibility to control or influence the manner in which he carries out his judicial responsibilities, save and except that ROBERT T. SCOTT agrees to carry out his duties in a timely, consistent, and

impartial manner. All employees of ROBERT T. SCOTT who may work under this agreement are subject employees under the Oregon workers' compensation law, and ROBERT T. SCOTT agrees to comply with ORS 656.017 as to such persons.

Pro Tem Services. While it is agreed that ROBERT T. SCOTT shall personally serve as Municipal Judge and shall be available to fill the duties of that office generally not less than eighty percent of the time, it is anticipated that ethical conflicts, scheduling conflicts, vacations, illness, etc., will occasionally require the employment of pro tem municipal judges. It is understood that it is in the interest of both parties to maintain an active pool of pro tem judges so that the work for the Municipal Court will not be interrupted when ROBERT T. SCOTT must be absent from that position. Therefore:

- a. On or before the 1st of January of each and every year this contract remains in effect, ROBERT T. SCOTT shall submit to the City Council the names of those persons whom he wishes to nominate as pro tem judges for the 12 months following the date of such appointment. These persons shall all be members of the Oregon State Bar, in good standing, and must be satisfactory to the City Council of the CITY. Upon receiving such list of proposed pro tem judges, the City Council shall, at its next regularly scheduled meeting, or as soon thereafter as may be convenient, review the list of persons nominated by ROBERT T. SCOTT and approve or deny their appointment as pro tem municipal judges. Any pro tem municipal judge shall also be an independent contractor and not an employee of the City of Albany and shall exercise the same functions, duties, powers, and responsibilities as those assumed by ROBERT T. SCOTT pursuant to this agreement.
- b. When the services of pro tem judges are required because Robert T. Scott is on vacation, ill, has a conflict of interest or scheduling conflict, the City shall pay the pro tem judges' fees for services rendered, up to a maximum expenditure of \$3,000 during the calendar year 2008. Robert T. Scott shall be responsible for negotiating with the pro tem judges and setting their per hour fee for services rendered, which shall not exceed \$150 per hour. In the event the total cost of pro tem services exceeds \$3,000 in the calendar year 2008, Robert T. Scott shall pay the excess over \$3,000 and shall hold the City harmless therefrom.

When Albany Municipal Court business or the professional development of the Municipal Judge requires that Robert T. Scott be away from the Court, compensation of a pro tem judge shall be at the same rate as established for other pro tem use, and shall be paid by the City. The amount so paid shall not be included in the \$3,000 contracted for by the City in the preceding paragraph.

- c. ROBERT T. SCOTT shall make a reasonable effort to maintain a pool of at least three pro tem municipal judges and shall endeavor to rotate pro tem services among the approved pro tem pool so that all will be reasonably familiar with Municipal Court procedures should their service be necessary.
- d. ROBERT T. SCOTT shall instruct all pro tems concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.

Term. This Agreement shall commence on the date set forth on page one and shall continue until December 31, 2008. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties. Notwithstanding the foregoing, ROBERT T. SCOTT shall serve at the pleasure of the City Council. No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement and nothing in this Agreement shall be deemed to vest in ROBERT T. SCOTT any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof. Either party may, at any time, terminate this Agreement, with or without cause, upon thirty (30) days' written notice, in which event ROBERT T. SCOTT shall be entitled to all compensation then due.

1. Compensation. Effective January 1, 2008, ROBERT T. SCOTT shall have his compensation

increased by the cost-of-living adjustment granted to the Nonbargaining/Executive employees on July 1 of the previous year; that percentage was 3.5 percent, for a new monthly amount totaling \$5,888.00. Payment shall be made on or before the last working day of each month this Agreement remains in effect. This cost-of-living adjustment shall then remain in effect for a 12-month period until the succeeding January 1 at which time a new calculation shall be made using the same formula.

Hours of Work. It is recognized that the hours devoted by the judge in the performance of his responsibilities may vary with the caseload of the Court. The judge shall file periodically, at a frequency specified by the Council, an account with the Court Clerk describing the amount of time he is devoting to his judicial duties.

Periodic Review. The City Council may review the performance and compensation of the Municipal Court Judge by such method and at such times as the Council shall deem appropriate.

Dues and Subscriptions. The Municipal Court Judge shall maintain membership in the Oregon Municipal Judges Association and all fees required for such membership shall be paid by the CITY. In addition, the CITY encourages the Municipal Judge to participate in national, regional, and state and local associations and organizations necessary and desired for his continued professional growth and advancement and to improve his performance as Municipal Judge of the CITY OF ALBANY. Should the Municipal Judge desire to incur any expenditure for any of the proposed activities outlined above, he may obtain prior consent from the Mayor of the CITY OF ALBANY, in which event the CITY shall be obligated to reimburse for such pre-authorized expenses, or the Municipal Judge may submit a request for reimbursement without prior authorization, in which event the CITY, in the exclusive exercise of discretion, may reimburse for such expenses.

Professional Development. The CITY agrees to reimburse the Municipal Judge for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the Municipal Judge. The procedures for reimbursement referred to in paragraph 7 above shall apply to expenses incurred pursuant to this paragraph as well.

General Provisions. This Agreement shall constitute the entire agreement between the parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from CITY to ROBERT T. SCOTT or any pro tem judge other than as set forth herein.

CITY OF ALBANY:

JUDGE:

By _____
Sharon Konopa, Council President

Robert T. Scott, Municipal Judge

Date: _____

Date: _____

ATTEST:

City Clerk

APPROVED:

CITY OF ALBANY
CITY COUNCIL (WORK SESSION)
Municipal Court Room
Monday, January 7, 2008
4:00 p.m.

MINUTES

CALL TO ORDER

Council President Sharon Konopa called the meeting to order at 4:03 p.m.

ROLL CALL

Councilors present: Councilors Ralph Reid Jr., Dan Bedore, Jeff Christman, Bessie Johnson, Dick Olsen, and Sharon Konopa.

Councilors absent: Mayor Doug Killin.

BUSINESS FROM THE PUBLIC

Tom Cordier, 2240 Park Terrace, asked to speak. He said the City will be renewing their franchise agreement with Allied Waste Services (AWS). He thinks they do a great job, are on time, and friendly. His concern is that currently they do not accept plastic bags in their curbside recycling program, so plastic bags are put in the garbage instead and end up in the landfill. He has been told that no one out there takes the bags, yet Fred Meyer has a bin of plastic bag so there must be someone that does recycle them. He thinks AWS should research plastic bag recycling options further. He is not sure if anyone recycles styrofoam either, because it also ends up in the landfill. He asked the Council to instruct AWS to incorporate plastic bag recycling into their curbside program as part of contract negotiations.

Councilor Dan Bedore said that styrofoam, among other items, can be recycled in Corvallis at a transfer station off Ninth Street. Cordier said that AWS should take recycling items there for Albany.

ALLIED WASTE SERVICE CHANGES AND PROPOSED RATE INCREASE

Public Information Officer/Management Assistant Marilyn Smith passed out a new document from AWS, dated November 28, 2007, with an orange "x" in the left hand margin (see agenda file). This document is to replace the original in the agenda packet, because the overall rate increases listed on the original document were incorrect. The new rates represent an overall increase of 7.5%. Residential rates would increase of 9.4%, commercial rates would increase 5.4% on average, and industrial rates would increase of 3.1% on average.

Kevin Hines, Operations Manager, and Carol Dion, General Manager, were at the meeting representing AWS. Hines said the city of Lebanon approved the rate increase already, and AWS will be meeting with the city of Millersburg and Linn County later in the week. The proposal includes the rate increases as well as a one-time account origination fee of \$10.00 for administration and delivery of carts, bins, and containers.

Hines said the rate increase is driven by implementation of a new automated co-mingled cart collection system to replace the current bin collection system. The program will begin in April and would incorporate one 30 gallon lidded container for all recycling. The container is small enough that customers can easily store it in their garage and then roll it to curbside on pick up day, which will be scheduled for the opposite week their yard debris is collected. The automated system should improve recovery rates and will ease recycling efforts for customers. The rate increase will cover higher disposal costs at landfills, higher fuel costs, four automated recycling trucks, and cost-of-living increases for employees.

Hines reviewed the AWS report.

Councilor Bessie Johnson asked, can plastic bags be recycled in the commingled container? Hines said that the vendor that processes the recyclable materials will not take plastic bags because they clog up the belts and can shut the processing system down. Eugene used to take them but discontinued the program because they clogged the processing system so frequently; and even with the collection program in place there were still so many bags discarded in the regular garbage being hauled to the landfill, that it wasn't worth it. If the plastic bags are separated, they can be bailed and recycled separately.

Dion said the depot has been collecting styrofoam off and on. The vendor in Portland that accepts styrofoam cannot handle the municipal quantities. He shut down for three months to use up his supply and just opened back up again to take in more. AWS is careful to not add a commodity that may not be available in the future.

Councilor Jeff Christman asked, how much of the 7.5% increase can be attributed to the new commingling program? Dion said the overall increase would have been 4-5% due to fuel costs without the commingling program. She noted that the cities of Bend and Salem collect comingled recycling every other week and their rates increased by more than \$3.00 a month.

AWS will not be requesting the old recycling bins back, although they will pick them up if a customer requests it.

Councilor Dick Olsen asked, what is AWS's relationship with the landfill? Dion said they have been a sister-company for 30 years. The landfill has a separate relationship with the Benton County. She did compare local landfill rates to other landfills; Coffin Butte charges \$44.00 per ton, the Hills charges \$39.00 per ton, and Riverbend charges \$30.00 per ton. AWS pays \$30.50 per ton, which is a commercial rate.

Olsen asked, are the trucks you already have paid off? Dion said they are on a ten-year depreciation schedule, purchased in 1999. They plan to keep to glass collection trucks and will be selling or internal transferring the others. The new trucks will be the same as the residential automated trucks. Olsen is concerned about sidewalks in his neighborhood being destroyed because the trucks are too big.

LINN COUNTY EXTENSION SERVICE SPECIAL DISTRICT PROPOSAL

City Manager Wes Hars explained that the Linn County Extension Service received notice that they would not be getting financial support from Linn County due largely to the impact of the reduction in federal timber receipts. In other Oregon areas the extension services are funded with tax funding.

Dan McGrath, from the Oregon State University (OSU) Extension Service, said they are proposing the formation of a 4-H and Extension Service District with a tax base of \$.07 per thousand dollars valuation. In the Council packets is a feasibility study, a copy of the petition that was filed with the Linn County clerk, and a sample resolution.

Bedore asked, would the tax base be your sole source funding? McGrath said no; Linn County pays for secretaries and the office, and OSU pays faculty salaries. The faculty in Linn County raises about \$100,000 in special grants. There are also a number of programs that are fee based, such as grass seed certification, master gardener, and 4-H. For about every \$1 received from the county, about \$4 comes from the state and federal government.

Bedore asked, will the 7 cents generated from the tax base replace that money? McGrath said yes.

McGrath said the compression study done by the assessor looked at all the levies in the county with or without service districts. He distributed the Linn County Assessor Compression Study document (see agenda file). He spoke with Fire Chief Kevin Kreitman and Police Chief Ed Boyd about the impact to the public safety levy. Police and fire would experience compression costing \$5,000 each. McGrath pointed out that the value of keeping 1-2 juveniles out of the system by engagement in Extension Service programs would offset public safety costs.

McGrath said the resolution would allow citizens to participate in an election to vote whether or not to form a service district. Secondly, it would allow citizens to receive services should the district pass. Passing the resolution at the January 9, 2008, Regular Session is timely because signatures need to be gathered for the petitions by March 31 in order to be on the November 2008 ballot.

Reid asked, are the compression calculations based on Linn and Benton County? McGrath said just Linn County, since those in North Albany (or Benton County) are not affected by this district.

Johnson asked, if Albany doesn't join the taxing district, would there be enough funding from other entities? She is surprised Albany was not the first entity to be approached. McGrath said this process started in late November, and due to the holidays there was a delay. If Albany doesn't join the district, it will create an issue since the Extension Service is housed in Albany. Also, Albany citizens would not benefit from the programs.

Olsen asked, do you have to have matching funds from the county in order to receive the federal money? He is concerned because the federal government shut down the Multnomah office because the tax levy did not pass. McGrath said it would not necessarily be shut down but it has happened in the past. Linn County has informally agreed to provide office and utilities for the time being. However, 16 counties have formed a service district and in those cases, the counties started to charge the extension service for office space. Linn County has been very supportive so far, but they are lacking money due to losses of federal forest receipts.

Councilor Ralph Reid said he has been on the Linn County Expo Center Board and confirmed that they had been running in the red until just last year. He is concerned that millage rate changes. McGrath said 7 cents is the maximum amount that can be taxed per state statute; but in all likelihood it could be less than that. The only way to change the amount would be to go back to the voters. He clarified that this is a district, not a levy.

McGrath introduced Skip Ray, the Vice Chair of Linn County Extension Association Board of Directors.

TRANSPORTATION SYSTEM PLAN TECHNICAL MEMORANDA

Civil Engineer III Jeni Richardson passed out inserts for the Transportation System Plan (TSP): Memo #6A, Ext Trips, and Memo #6B (see agenda file).

Richardson said Memo #6A summarizes our road corridor analysis to date. The first four alternatives document the regional bridge concepts that were discussed in July. Part of the impetus for the bridge analysis was understanding the number of vehicles that use the Albany road system as a hub to reach other destinations. The working document on External Trips explains this background information. The next alternatives document a package of state and local corridor improvements to handle traffic in 2030. She said to keep in mind that this is theoretical corridor level analysis, and the City hasn't looked at intersection improvements. Currently staff continues to work on the

intersection analysis where signal and turn lane modifications complement, and in some cases replace, the corridor projects described in Memo #6A.

Richardson said the second memo, Memo #6B, forms the first draft of the non-auto transportation solutions. The pedestrian, bicycle, transit, and other project maps have been reviewed by the public at four Open Houses held in July, October, and November and they complement existing Albany plans by Parks & Recreation, Community Development, and Transit, as well as the Benton County Rails with Trails project. In addition to project maps, this document also includes project lists with planning-level cost estimates and an estimated construction time-frame whenever that information was available.

Richardson said that these interim summaries document staff work and serve to keep the Council informed and involved with the TSP project. Over the next few weeks staff will summarize comments received from outside agencies and return to the Council for input and direction.

Olsen asked, does this include deleting roads in the downtown area? Richardson said these memos do reflect that level of detail. This overall view looks at potential corridor projects. Olsen is concerned that projects will recommend parking removal on downtown roads. City Manager Wes Hare explained that this project shows what road use will be like in the future and to get people thinking about what we can do to improve it. This is a planning document. We are not making any recommendations for solutions right now. There is a whole range of options to consider.

Regarding transmissions in Memo #6B, Reid asked, what kind are they? Richardson said pipelines, gas, water, and sewer. They did not look at power.

Christman said, 50 percent of highway traffic travels through Albany but does not stop here. He assumes they are going to I-5. He asked, are they headed north or south on I-5? Richardson said we can make deductions using the model and the job survey data (in transit section), but we have not done a detailed origin-to-destination study. The model output provides trip volumes on each road and can estimate origins and destinations.

Konopa said that removal of parking on Hill Street was part of the Transportation Master Plan; her concern is that it is not removed. Hare said this step does not reach that level of detail. We do need to consider what the options are, but in the end the policy making body will choose what to do.

Richardson said, as with all components of the TSP, including roads, we are committed to reach as many people as we can in as many ways as we can. For example, she has an email notification list of 200 people for Open Houses, and the list grows following each meeting with the public.

Richardson plans to present the roadway corridor and intersection component (Memo #6C) to the Council for a "fatal flaw" check before scheduling a public Open House.

PROPOSED AMENDMENT TO ALBANY-MILLERSBURG WASTEWATER TREATMENT PLANT

Utility Engineer Chip Ullstad introduced the attorney for the city of Millersburg, Forrest Reid.

Ullstad explained that the city of Millersburg is requesting that Albany amend the 1996 intergovernmental sewer service agreement (IGA) to allow discharge of industrial process wastewater from Peak Sun Silicon Corporation to the Wastewater Treatment Plant (WWTP). The 1996 agreement prohibits discharge of industrial wastewater from Millersburg customers. Albany and Millersburg City Councils adopted an update to the 1996 agreement as part of a joint venture to expand the WWTP. The updated agreement allows Millersburg customers to discharge process wastewater to the WWTP subject to Albany's pretreatment requirements, but is not effective until the expanded WWTP becomes operational, approximately mid 2009.

Ullstad explained that Peak Sun is constructing a pilot process demonstration unit for production of electrical grade silicon that will be used to manufacture solar energy products. The discharge is expected to be approximately 10 gallons per minute of process wastewater, cooling blow down, and residential character wastewater from an office building. The process wastewater will be pretreated to meet all local, state and federal industrial pretreatment requirements.

Ullstad said staff has drafted an amendment to the current IGA that allows discharge of industrial process wastewater from Millersburg. This addresses the current request and future requests that may be made before the new agreement takes effect. Staff did not make the proposed amendment specific to Peak Sun's discharge in order to minimize the administrative costs of bringing this issue before both City Councils and to avoid multiple reviews by the state Department of Environmental Quality (DEQ), in the event that another industrial user requires the same agreement.

DEQ has reviewed the proposed amendment and indicated they will approve it upon adoption by both City Councils.

Ullstad said that the action requested is to authorize staff to bring the amendment to the IGA the before Millersburg City Council at their January 8, 2008, Council Meeting. If the IGA is authorized by both Councils it will return to the Albany City Council at the January 9, 2008, Regular Session with a recommendation to adopt the resolution.

Johnson asked, you will not make it specific to this company? Ullstad said that is correct. It is not limited to Peak Sun, but is broad enough that if another company comes along we won't have to go through this process again.

Olsen asked, what is in their industrial waste? Ullstad said they will get a feedstock of silicone that they will purify. He said Albany will require detailed information regarding effluent characteristics as part of the pretreatment permitting process.

MOTION: Christman moved to authorize staff to present the city of Millersburg with the resolution. Johnson seconded the motion and it passed 6-0.

INTERGOVERNMENTAL AGREEMENT WITH MILLERSBURG FOR FIRE PROTECTION

Kreitman is asking for Council approval to enter into an IGA with the city of Millersburg for Albany to provide protection of property currently protected by the Jefferson Rural Fire Protection District. He said it may not be necessary to provide Millersburg with protection if they withdraw from the Jefferson Fire District and are able to annex the property to Albany Rural at the same time, but this interim agreement provides service in the event that they are not. Per ORS 190.010 guidelines, interim protection such as this requires Council approval.

Konopa asked, do we get reimbursed for administration fees, building maintenance, etc? Kreitman said the rate of compensation will be at \$2.00 per thousand, for five years, fixed, starting in July 2008.

Olsen would like a review of where the Albany Fire District ends and the Jefferson District begins. Kreitman said the north end of the paper mill and Arnold Road is the dividing line.

City Attorney Jim Delapoe cautioned the Council to give staff discretion to amend the draft agreement based on the ORS used for withdrawal from the Rural Fire District.

MOTION: Reid moved to enter into an Intergovernmental Agreement with the city of Millersburg for fire protection of property withdrawn from Jefferson Rural Fire Protection District if required, and to amend the agreement based on the ORS section utilized for the withdrawal of said property. Bedore seconded the motion and it passed 6-0.

ADDITIONAL PROPERTY ACQUISITION AT SPICER DRIVE AND THREE LAKES ROAD

Assistant Public Works Director Mark Shepard said that staff has been contacted by the owner of 3815 Spicer Drive with an offer to sell. A portion of this property is needed for the realignment of Timber Street. There is a house on the property that could remain there with the realignment. Staff is asking for Council authorization for surveying, appraisal, a Phase 1 environmental assessment, and to start negotiations. The Council would authorize the final sale when negotiations are complete.

Shepard said the funding was not identified in the TSP, but a similar property was acquired in November. If staff does get to the point of an agreement with the property owner, they will ask the Council to add purchase of this property by resolution so it would be eligible for Transportation System Development Charges funding. Based on the price paid for the other property in November, this property should be less than \$150,000. The amount of right-of-way (ROW) is close to 23,000 square feet.

Bedore is concerned that we are spending money on (ROW) for a project that is not high on our priority list. Shepard said because there is a willing seller, we should take this opportunity.

Reid said he learned with the Wastewater Treatment Plant project that it is far better to deal with willing sellers than unwilling sellers. He supports this purchase. Delapoe agreed, and added that if federal money is involved, to displace folks is costly so we should take opportunities such as this when they present themselves. This property has not been annexed into the City.

MOTION: Bedore moved to authorize the Public Works Director to secure an appraisal, perform a Phase 1 environmental assessment, perform surveying, and enter into negotiations for the purchase of the property. Reid seconded the motion and it passed 6-0.

PACIFIC BOULEVARD SAFETY IMPROVEMENTS

Shepard introduced Jerry Wolcott, Project Leader for Oregon Department of Transportation (ODOT). The portion of this project between Geary Street and 12th Avenue was discussed last February by the Council. Tonight's discussion will focus on Geary Street to the railroad tracks. The two major safety issues are cross traffic and merging. Some changes are within ODOT's jurisdiction while others will be in the City's jurisdiction.

Wolcott thanked Shepard and Transportation Systems Analyst Ron Irish for their work on this project. This safety program is funded by federal dollars.

Wolcott said that ODOT has a responsibility to act. He gave details about the two major issues.

1. Geary Street: There have been 47 accidents in two years, mostly rear ends. The Safety Priority Index System (SPIS) compares traffic volume to accidents, and this street has the highest SPIS rating in Oregon right now.
2. Sherman Street and Madison Street: Traffic attempts to cross Pacific Boulevard and risks getting t-boned, which results in serious injuries. Driver behavior is an issue as vehicles make dangerous attempts to get across.

Wolcott explained the striping changes outlined in the staff report. Also, ODOT is considering making Sherman Street, Main Street, and Madison Street one-way exits off of Pacific Boulevard in an attempt to reduce the t-bone accidents.

James Brooks, owner of the Union 76 station where Pacific Boulevard crosses Sherman Street, said he lost 50-60 percent of his business the first time Pacific Boulevard was realigned. He has been at that location for ten years and has seen a lot of accidents, mostly because drivers turn left from the middle lane. The middle lane backs up past his station every day because it is the only access to downtown Albany. He described other accidents, but feels the most common is the left turn from the center lane. He is concerned about the flow of traffic on Sherman Street because of access to his station but also because the gas stations are fueled by trucks, and it would be an awkward entry. He said he is finally just about at the same sales level he was ten years ago before the first realignment of Pacific Boulevard, so he certainly does not want to go backwards now. He is not sure how anyone can stop bad driving behavior; he has even witnessed vehicles driving the wrong way on Pacific Boulevard.

Olsen thinks it is unwise to make Madison Street a one-way. It should be left open so folks can cross at Madison Street and the light at Hill Street. Discussion followed.

Reid said we should consider widening the bridge to alleviate vehicles jockeying for position as the lanes merge. Discussion followed.

Wolcott said staff will be notifying businesses and property owners and start discussions with them.

CITY CHARTER REVISIONS UPDATE

This item was postponed until the Wednesday, January 9, 2008, Council Meeting.

COMMUNITY SURVEY UPDATE

This item was postponed until the Wednesday, January 9, 2008, Council Meeting.

COUNCILOR COMMENTS

Christman said the Linn Library League will be making a presentation to the Council. Olsen suggested the League show the impact to police and fire personnel their levy would have, if successful.

MOTION: Reid moved to approve the appointments to Boards, Committees, and Commissions made by Mayor Doug Killin. Johnson seconded the motion and it passed 6-0.

The Mayor's appointments to Boards, Committees, and Commissions are as follows:

Albany Arts Commission

Marsha Meidinger (Mayor's reappointment)
Michael Moore (Mayor's new appointment)

Albany Bicycle and Pedestrian Advisory Commission

Steve Pensinger (Mayor's appointment to fill vacant position that expires December 31, 2008)

Albany Budget Committee

Steve Terjeson (Mayor's reappointment)

Building Board of Appeals

William Ryals (Mayor's new appointment)

City Tree Commission

Barb Bolden (Mayor's new appointment)

Human Relations Commission

Blanca Ruckert (Mayor's reappointment)

Landmarks Advisory Commission

Linda Herd (Mayor's reappointment)
David Pinyerd (Mayor's reappointment)
Robyn van Rossman (Mayor's new appointment)

Library Board

Ryan Mattingly (Mayor's appointment to fill vacant position that expires December 31, 2011)

Parks & Recreation Commission

Sharon Edwards (Mayor's reappointment)

John Vandepas (Mayor's reappointment)

Planning Commission

Scott Whitney (Mayor's new appointment)

Public Safety Commission

Floyd Collins (Mayor's reappointment)

Senior Center Endowment Committee

Marian Anderson (Mayor's reappointment)

Margo Coleman (Mayor's reappointment)

Traffic Safety Commission

Robert Fox (Mayor's reappointment)

Jerry Shipman (Mayor's new appointment)

Cascades West Area Commission on Transportation

Ralph Reid, Jr. (primary) (Mayor's reappointment)

Ron Irish (alternate) (Mayor's reappointment)

Smith said there are four vacant positions the Mayor is still attempting to fill; he hopes to have those appointments by Tuesday, January 8.

Cordier wished to speak again. He said he spoke with Hines from AWS in the hallway following their presentation to the Council. He suggested to Hines that since they will be doing a separate collection for oil and glass, that they pick up the plastic bags at that time also. He is hoping they implement his suggestion, but if they do not, he thinks the Council should require it.

ADJOURNMENT

There being no other business, the Work Session adjourned at 6:08 p.m.

Respectfully submitted,

Mary A. Dibble, CMC
Deputy City Clerk

Reviewed by,

Stewart Taylor
Finance Director

APPROVED:

CITY OF ALBANY
CITY COUNCIL
Council Chambers
Wednesday, January 9, 2008
7:15 p.m.

MINUTES

CALL TO ORDER

Council President Sharon Konopa called the meeting to order at 7:15 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG

Konopa led the pledge of allegiance to the flag.

ROLL CALL

Councilors present: Jeff Christman, Bessie Johnson, Dick Olsen, Dan Bedore, Ralph Reid, Jr., and Sharon Konopa

Council Members absent: Mayor Doug Killin

KEY TO THE CITY

Konopa suggested giving Mayor Doug Killin a Key to the City. The Council agreed.

Councilor Dan Bedore added that the Key would be in recognition of Killin's dedication to the City and for years of service in the community as well. Bedore personally thanked Killin for his appointment to the Planning Commission. Bedore would also like for the Council to find a more long-term and lasting tribute to honor Killin.

MOTION: Councilor Jeff Christman moved to present Mayor Doug Killin with a Key to the City. Councilor Ralph Reid seconded the motion and it passed 6-0.

SPECIAL PRESENTATION

Covie Quick, 35263 Riverside Drive, Albany, is a teacher at Calapooia Middle School. She introduced a team of students called the Calapooia Creators. This group is part of a group of Oregon students participating in the first Lego League. The challenge is to build robots from legos with a computer brain. The robot must complete several tasks.

Quick explained a second challenge was to research power and energy, and alternative forms, by choosing a public building and analyzing it for energy efficiency. The students chose City Hall, and toured it in December. Their suggestions for improved energy efficiency will be shared tonight. Quick said the students placed well in the local tournament in Corvallis and are advancing to the state tournament. Part of the requirement for the state tournament is to give a presentation about their findings. Quick thanked City employees for their wonderful assistance.

The Calapooia Creators are: Scotti Anderson, Seth Anundson, Zach Gillespie, Kevin Koos, Erick Lee, Logan Scofield, Coyote Stephens, Joel Stutzman, and Taylor Trout. The Calapooia Creators gave their presentation, as outlined in the agenda packet.

The Council thanked the group for their presentation.

City Manager Wes Hare will be sure to forward this information to the Building Maintenance Manager.

Quick said the students did a lot of internet research and found other costs. They will have the rest of the information in about a week and will send it to the City staff.

SCHEDULED BUSINESS

Communications

Accepting letter of resignation from Barbara Nichoetti from the Albany Arts Commission.

MOTION: Bedore moved to accept the letter of resignation from Barbara Nicoletti from the Albany Arts Commission. Christman seconded the motion and it passed 6-0.

Supporting sustainable management of Oregon's public forests.

Hare said the agenda packet includes the additional information the Council requested at the last meeting.

MOTION: Councilor Bessie Johnson moved to adopt the resolution to support sustainable management of Oregon's public forests and Reid seconded it.

Councilor Dick Olsen thinks this sustainable forest effort is really a license to cut down what is left of old growth forest. He does not support the motion.

Bedore said the sense he gets is that in the short-term there are consequences but in the long-term, they will be mitigated and over 100 years it will have a positive impact on forests. He supports the motion.

Christman is not sure he is any more informed than he was before with the addition of the new material in the agenda packet. "Sustainable management" is a term that can be applied to theories on both sides of the issue. He thinks that as a Council, they have spent too much time on this issue already and they should not have dealt with it in the first place. There are more pressing City issues that warrant this much time. He realizes sustainable forest management impacts Albany, but he does not think it is a priority and should have been at the bottom of the list.

Konopa doesn't support the motion. She said both sides were confusing but she prefers select cutting to clear cutting.

VOTE: A vote was taken on the motion and it passed 4-2, with Olsen and Konopa voting no, and was designated Resolution No. 5540.

Adoption of Findings and Final Decision

SD-05-07 and SP-14-07, appealing the Planning Commission's approval of a Subdivision Tentative Plat that would divide 24.2 acres of land into 78 residential single-family lots and two open space tracts (Thornton Lake Estates); and Site Plan Review to remove 21 trees from the property to construct the subdivision referenced above.

Konopa said, next on tonight's agenda is the adoption of findings and a final decision on SD-05-07 and SP-14-07, the proposed Thornton Lake Estates (TLE) subdivision. On December 12, the Council made a tentative decision to approve the applications and directed staff to bring back findings and conclusions to support approval.

Konopa said, staff has presented Council with two Supplemental Findings documents which provide findings, conclusions, and conditions in addition to the staff report to support the Council's decision. The Supplemental Findings document is on blue paper in the City Council agenda packet. A Second Supplemental findings document was placed on the dais tonight and is on yellow paper (see agenda file).

Konopa said, we will take a moment to review the proposed Supplemental Findings document now to see if they are satisfactory. She noted that there is a January 9, 2008, memo from Planning Manager Don Donovan with the Second Supplemental findings document regarding an additional condition of approval for TLE (see agenda file). Konopa said there is a proposed motion to approve with conditions on the dais on green paper for Council consideration (see agenda file).

A Notice of Decision was also on the dais (see agenda file).

Donovan explained that the first two conditions, which Council has had time to review, were to have the applicant build a fence around the water quality basin and to have the applicant sign a petition of waiver for future improvement on Highway 20, which would lengthen the right hand turn lane. When staff last reviewed this they found that they had not included a condition that requires the lots in the subdivision to meet the minimum lot depth requirement. There were findings in the Supplemental Findings that explain the depth requirement must be met, but the condition was not added to the document. We want to incorporate that condition and have done so in the Second Supplemental Findings document.

Donovan explained that staff also realized that it would be better to adopt the original subdivision plat that the City Council reviewed in October with the condition that the new lot depth requirement be met, rather than the revised plat (especially since the revised plat shows the roundabout option for the North Albany Road intersection and that's not what the Council approved). The motion on the green colored paper before the City Council reflects these revisions.

Reid asked, will there be a waiver of remonstrance for all the lots? Donovan said yes, those documents will be recorded and stay with each lot even if property ownership changes.

Johnson asked, if the grading is not done correctly and it leads to inadequate storm drainage, would the developer be held liable, or will the responsibility pass to the homeowner? Donovan said the Homeowners Association would be responsible for the maintenance of the storm drainage system. The City can also enter through an easement, if necessary, and then bill the Home Owner's Association. To the question of who is responsible if the grading was not done correctly, City Attorney Jim Delapoe said that if this street was constructed as part of the Street Improvement (SI) permit process by the developer and the engineer certified that the grade standards were met, but he was wrong, his malpractice insurance would come into play. He can

be sued by anyone that suffers adversely. Donovan added that this is not the last time staff will look at grading for the property; there will still be a grading permit required. The subdivision process is not designed to review the details of the grading.

Johnson asked, is the right-of-way (ROW) along North Albany Road for future road expansion? Donovan said it is a condition of approval to dedicate that ROW for future widening of North Albany Road.

MOTION: Johnson moved that the City Council approve with conditions the Subdivision Tentative Plat for Thornton Lake Estates that will divide 24.2 acres of land into 78 residential single-family lots and two open space tracts. The subdivision tentative plat that is being approved is the plat that was presented to the City Council at the October 10, 2007, public hearing with the tee intersection, subject to the conditions in the Staff Report, the Supplemental Findings, and the Second Supplemental Findings. The motion includes that the City Council approve with conditions the Site Plan Review that will allow the property owner to remove 21 trees from the property to construct the subdivision (Files SD-05-07 and SP-14-07). This motion is based on the findings and conclusions of the Staff Report, testimony presented at the public hearings, the Supplemental Findings, and the Second Supplemental Findings. Christman seconded the motion and it passed 4-2 with Olsen and Konopa voting no.

Konopa said that within five days of the decision, the Community Development Director will provide written notice of the decision to the applicant and any other parties entitled to notice. A decision of the City Council may be appealed to the Land Use Board of Appeals (LUBA) by filing a Notice of Intent to Appeal not later than 21 days after the decision becomes final.

Business from the public

Tom Cordier, 2240 Park Terrace Drive, spoke to the collection of refuse by Allied Waste Service (AWS). He said that as of 5:00 p.m. yesterday, the representative from AWS, Kevin Hines, refused to accept the idea of plastic bags being collected as a second waste stream at the same time glass and oil are collected. Therefore, Cordier is requesting that the Council deny the AWS rate increase request until that requirement is met. He believes the solution of having commingled waste in one large container, and plastic bags, oils, and glass in separate containers to be picked up at separate time, is a simple solution to the problem of plastic bags. After discussion at length, it appears to him that the issue is strictly AWS's unwillingness to do so. Cordier said there was no financial argument made. As he discussed with some Councilors, perhaps the definition of "plastic bag" should be explored. He had samples of bags from Target and Fred Meyer, as well as bags used by other industries such as bread bags used for initial packaging at Costco. His understanding is AWS refuses to commingle plastic bags and pick up separately. Cordier thinks the Council should deny their request to increase fees 9% for the commingled recycling service. He said, we also need to educate the public about what happens to plastic bags and why they need to be separated. He was told at the January 7, 2008, City Council work session that there is a market for this material, but instead we are putting them back into the landfills and avoiding the obvious solution.

Pat Ryan, 6615 Abraham Lane, submitted a letter to the Council (see agenda file). He got involved with AWS as a contractor disposing of demolition debris at the Coffin Butte landfill. AWS told him that he is too small of a vendor to deal with, that they only wanted to deal with firms that hauled in thousands of tons of debris. Previously when the Bun family owned the landfill, contractors would get superior rates for nominal disposal by local people. Fifty percent of the average disposal fee for a ton of debris was \$22 at the time. Others might be paying \$37 per ton. Ryan said he got into an argument with them over this and started to do his own research. He decided that as a contractor he didn't deserve a better rate, but he did start to study what was going on at AWS. When the letter he submitted was written, AWS was charging local people in the area of Benton County, Linn County, and Polk County a \$27 minimum disposal fee for 50 lbs up to half a ton, which included \$5.00 for an environmental fee. At that rate, if ten loads at 200 lbs each are dumped, AWS makes \$50 in environmental fees. Yet a hauler from Clark County, Washington, is charged \$5 for one ton. They started subsidizing their business at the landfill with the fee they charge local people. Ryan said he went to a Solid Waste Advisory Committee (SWAC) meeting in Benton County and got a financial statement from them leading to an increase in rates from Benton County. They were asking for a 9% rate increase yet had just 4.3% of an increase in costs. They claimed they were only getting a 1% increase in profit, though to him it seems it would be closer to 5% in profit. Ryan thinks they have done some things that misrepresent their position at the landfill. AWS says the landfill is increasing their rates so they have to raise rates as well, but the AWS is a subsidiary of the landfill. AWS controls garbage service in Benton County, Salem, Sweet Home, and Dallas. It seems they are buying up everyone in the area and getting a stranglehold on disposal fees.

Ryan said it impacts him because when he hauls debris, he may have a 25 yard trailer but is limited to one spot, about 30 feet, in a field to dump his load. Trucks, on the other hand, could be hauling up to 30 tons of debris and get 200 feet. He has to sit in line and wait, and gets charged twice as much. As far as he can see, they are using local people to subsidize them and now, they want a rate increase. In an article in both Albany and Corvallis newspapers, Brian May said that on Sundays they closed the landfill because it is too expensive to keep it open since they couldn't cover up the wet debris. But, Ryan pointed out, local people dump into dumpsters, not the landfill. A lot of what he hears from AWS is about how they are for the local people and only doing what they have to, to provide service. In February Ryan was on an island in the Bahamas and saw a yacht that cost \$25 million. It is parked there all year and only used for a two week fishing tournament, and is owned by the owner of AWS. Ryan said, if you have an organization that looks like a municipality, a large local

organization that has absolute and total control over how things are priced, they will use that absolute and total control to maximize their profit.

Adoption of Resolutions

Amending the Albany-Millersburg Sanitary Sewer Service Agreement.

Utility Engineer Chip Ullstad introduced Forrest Reid, Millersburg City Attorney, and said the city of Millersburg is requesting Albany amend the 1996 Intergovernmental Agreement (IGA) for sewer service to allow discharge of industrial process wastewater from Peak Sun Silicon Corporation to the Wastewater Treatment Plant (WWTP). At the January 7, 2008, work session, Council authorized staff to present the resolution to the Millersburg City Council on January 8, 2008.

Ullstad said the Millersburg City Council unanimously adopted a resolution to amend the IGA as proposed, and asked him to convey their appreciation to the Albany City Council for Albany's assistance concerning this request.

As noted at Monday's work session, Ullstad said the 1996 agreement prohibits discharge of industrial wastewater from Millersburg customers. Albany and Millersburg Councils adopted an update to the 1996 agreement as part of a joint venture to expand the WWTP. The updated agreement allows Millersburg customers to discharge process wastewater to the WWTP subject to Albany's pretreatment requirements, but is not effective until the expanded WWTP becomes operational in approximately mid 2009.

Ullstad said Peak Sun is constructing a pilot process demonstration unit for production of electrical grade silicon that will be used to manufacture solar energy products. The discharge is expected to be approximately 10 gallons per minute of process wastewater, cooling blow down, and residential character wastewater from an office building. The process wastewater will be pretreated to meet all local, state, and federal industrial pretreatment requirements.

Ullstad said staff has drafted an amendment to the current IGA that allows discharge of industrial process wastewater from Millersburg. This addresses the current request and future requests that may be made before the new agreement takes effect. The proposed amendment is not specific to Peak Sun's discharge to minimize administrative costs in bringing this issue before both City Councils again and to avoid multiple reviews by the state Department of Environmental Quality (DEQ). The DEQ has reviewed the proposed amendment and indicated they will approve it upon adoption by both City Councils.

MOTION: Bedore moved to approve a resolution adopting an amendment to the IGA for sanitary sewer service between the City of Albany and the city of Millersburg and Johnson seconded it.

Reid asked, does the agreement that takes effect in 2009 buy Millersburg a portion of the WWTP's expanded capacity? Ullstad said yes, essentially ten percent. They are to make three cash payments and are sharing the debt service payment. The first cash payment was one million and was paid in November 2007.

Bedore asked, although this was designed for Peak Sun Silicone, can other industries take advantage of it as well? Ullstad said yes, other industries in Millersburg may discharge industrial process wastewater subject to meeting Albany's industrial pretreatment program requirements. He explained this is a stop-gap measure until the new agreement is effective. Bedore asked if there is anything in the 1996 agreement that allows Albany to take precedence over Millersburg for capacity. Ullstad explained the 1996 agreement does not include a provision for sharing capacity similar to the agreement to enter into a joint venture for expansion of the WWTP, or designate Albany as having higher priority for service than Millersburg.

Olsen asked, when will the WWTP be coming on line? Ullstad said Phase 1 was a huge project, to be completed in summer 2008. Phase 2 does not affect the capacity but the amount of solids produced, and should be done in mid 2009. The contractor is approximately three months ahead of schedule.

Councilor Jeff Christman asked, is it probable that the plant will be done before Peak Sun can come online? Ullstad said Peak Sun has not provided a start date for construction, but anticipates beginning to discharge about 90 days from when the construction is started. Consequently, if Peak Sun begins construction before May 2008, they may be discharging to the WWTP prior to completing the first phase of construction.

Forrest Reid, city attorney for Millersburg, said this is for the pilot plant. His understanding is this is for the pretreatment process of 10 gallons per minutes. If that proves viable they will start the second phase, which won't come online until 2009.

Ullstad said Albany will be getting a completed pretreatment application at the pretreatment staff review and part of a construction plan review when the pilot plant goes in.

VOTE: A vote was taken on the motion and it passed 6-0 and was designated Resolution No. 5541.

Supporting formation of a 4-H & Extension Service District.

Dan McGrath, 104 4th Street, said he represents Linn County Oregon State University (OSU) Extension Service. The Extension Service provides a variety of programs for youth, families, and the community, such as agricultural, forestry, and research. Several popular programs include: master gardener, master woodland manager, master food preserver, family and community leadership, and water shed steward. 4-H and the Extension Service are cooperatively funded. For every \$1 the county provides, the state and federal government put in \$4. Because of reduction in timber receipts, the Extension Service is in jeopardy of losing Linn County financial support. A campaign to form a service district is underway. The goal is put a service district on the November ballot and let the voters decide. In order to do so, they must deliver to the Linn County Clerk 8,700 valid signatures by March 31.

McGrath is asking the City to pass a resolution which would benefit citizens two ways: it would allow Albany citizens to vote and participate in the decision whether or not to form the district, and allow citizens to continue receiving services from the Extension Service should the district be formed.

McGrath said that 7 cents per \$1,000 assessed value would be the permanent maximum rate limit for the lifetime of the district. The district is not required to collect the full rate. By statute, the final budget authority would remain with Linn County. It is unlikely they would allow the district to charge the maximum amount because it is unnecessary for services at current levels. In the feasibility study, the worst case estimate was 5 cents per \$1,000 assessed value for the first year. The reason for the district is to provide financial stability. It would protect the future of extension services in Linn County. Sixteen other extension services in Oregon have established service districts. Some counties have gotten into financial problems and as a result have started charging the extension services for rent and utilities where in the past they were given as an in-kind contribution. More importantly than the possibility of future increases, is the future possibilities. The world is changing rapidly. McGrath asked, what if in the future there are economical development opportunities for Linn County communities? For example, in areas of renewable energy, related to bio-fuels; work force opportunities for Linn County due to changes in the global marketplace; or new partnerships between Linn County and the OSU School of Business or Engineering. This seven cent tax rate limit is designed to protect the partnership between the Extension Service and OSU and to protect future opportunities for youth, families, and the community.

Bill O'Bryan is the General Manager for National Frozen Foods (NFF). The Extension Service is important to their business. He agrees with McGrath that the Council should consider passing the resolution so voters can participate in the Linn County Extension Service District decision. Albany's economic center is one of the ten most productive agricultural centers of the world. We grow grass seed, vegetable seed, beans, corn, peas, and other crops. The Extension Service definitely contributes to the health of Albany's economy. The contribution NFF makes to the community in wages, services, and taxes is \$5-6 million to Linn County alone. The service that the Extension Service provides to growers is important for education, research, and science. When growers have problems with crop disease or pest management, they do not have chemists or others to consult with but they can ask the Extension Service for advice. The Extension Service also has a commercial agricultural program and NFF has benefited directly from them through sustainability programs they have made part of their business practice. The Extension Service has also been involved in a stewardship program which has been responsive and productive to the farming environment.

O'Bryan said the health of the agricultural community is important to Albany. The Extension Service is one of the areas where folks get exposure to agriculture, especially with the farm base shrinking. O'Bryan said that 1-4 jobs in Albany are related to food processing or secondary wood products and 4 of the top 15 employers are associated with these two. O'Bryan supports approval of this resolution.

Dan Walters, 175 West H Street, represents DLF International Seeds of Halsey and is the current President of Oregon Seed Trade Association. He too supports the Linn County Extension Service for its importance to the agriculture community in Albany and Linn County. He said the Extension Service provides a vital role both in providing basic research and in disseminating current production information to area producers. Growers in Oregon and in Linn County tend to be well educated and are quick to adapt new methods and incorporate promising research into their operations. The Extension Service provides an interface for that information and progress. Grass and legume seed ranks Oregon's third most valuable agricultural commodity and Linn County is chief among the production areas. Each time he drives south on I-5 he passes the sign that says, "Welcome to Linn County, Grass Seed Capital of the World." He said, it really is true. Each year, farmgate revenues for annual and perennial rye grass, tall fescue, orchard grass, bent grass, and white clover add more than \$150 million to the economy of Linn County and Albany. Grass seed growers and their families and many people from supporting industries spend much of their money right here, in Albany. Even if they live in one of Linn County's smaller towns, they are likely to come to Albany to buy pickups, cars, furniture for their homes, and dinner and a movie on Friday night. Grass seed is an important crop in Oregon, and on a national scale it is very much a specialty crop. Grass seed does not compete with major crops for private research dollars. OSU and the Extension Service provide a vital role in providing basic research to support more efficient, more sustainable farming methods.

McGrath said that research and information provided by the Extension Service goes beyond the economy. For example, economic information and training is another large part of their service. Growers can use enterprise budgets developed and updated by the Extension Service as templates to help evaluate their own operations and

cost of production for each of their crops. Linn County plays a key role in cooperating with farmers and private industry to coordinate public and private research to benefit area farmers. Most importantly, they are most effective in disseminating that information in a way that allows practical, on-farm application. Seed companies in Linn County also benefit. His company ships seed all over the world. The Extension Service personnel provide a service by inspecting the seeds and hanging tags, which allows his company to meet the requirements of that program in order to ship seed worldwide. This service ties local area growers to the global economy. Agriculture is big business in Linn County. It provides jobs for families and is a major source of vigor for the economy. He urged the Council to approve the resolution to get this decision into the hands of area voters.

Joe Alvernaz, 3874 Azalea, explained that 4-H and the Extension Service are not separate organizations; if you lose one, you lose both. Most people connect 4-H with kids and their cattle at the county fair, but that is not what the organization is really about. The real focus of 4-H is its co-educational aspects. In addition to the livestock program which is probably the most well known, 4-H has a guide dog puppy program, veterinarian science program, family and consumer science program, art, and a very successful natural science and hard science program. The 4-H Extension Service was very much involved in a science camp recently held at OSU and attended by kids from all over the west coast. The horticultural engineering programs are very important. There is also a very important community involvement aspect. Alvernaz said that when he was in 4-H he participated in small, yet important projects such as food drives. A recent study in October showed that of students from fourth to ninth grade over a four year period who were involved extracurricular activities, those involved in youth development programs such as 4-H, Boys & Girls Clubs, and Boy Scouts and Girl Scouts showed a much higher retention indicator for community involvement in the future. These programs resulted in more community involvement than sports or other activities. This is a reflection on the people in the audience tonight who support this; they are civically involved.

Sudie Lamb, 37477 Highway 228, Brownsville, is President of the Linn County Extension Association (LCEA). She said about 22 years ago the Extension got into problems and lost agencies and facilities. A group got together, and that is how the LCEA became a functioning group. One of the main functions of the membership, which happens to be more than 600 currently, is to publish the monthly Update magazine. It is delivered with the *Democrat-Herald* to educate the public about what the Extension Service does. Lamb spoke with McGrath and with the timber situation such as it is and declining revenues, they decided to go for a service district. With Council approval, they will start the petition. Hopefully they will get enough signatures to present it to the voters.

Mark Azevedo, 1210 Skyline Drive, said his job is in research with the US Department of Agriculture in conjunction with OSU. They are the basic research folks behind the Extension Service and he agrees it is critical to maintain the Extension Service. It is critical that the Extension Service component remains in place, to take the academic side of research and make it useable and applicable to the end user whether they are the grass grower, company, forester, or engineer. He is very much in favor of any kind of maintenance of the Extension Service.

Shawn Ewing, 927 12th Avenue, has questions about the service district. He is concerned that anytime an entity seeks more money, they usually have to provide an income statement and balance sheet to show where they are lacking in goods and services. Since this is part of a marketing strategy to create a service district, he encouraged them to provide these documents so that those who do not live in town, and therefore may not be directly influenced by the agricultural community around us, or the influx of people from out of state that may not be familiar with it, can see the importance of it.

Konopa pointed out that there was information from the Extension Service about their funding at the Monday work session.

Christman asked, will the actual budget oversight be with Linn County? McGrath said yes; ORS 451.484 states that the budget authority remains with the county. Christman asked, so this could be addressed during the county's budget session meetings? McGrath said yes.

Johnson asked, will the revenue be in a separate line item that cannot be used by programs other than the Extension Service? McGrath said yes, it will be separate.

MOTION: Bedore moved to approve a resolution supporting formation of a 4-H & Extension Service District and Johnson seconded it.

Reid said earlier in the Council meeting, we talked about sustainable forests which predicated this because of lack of timber harvest. He thinks it is abhorrent that most of the money supporting this type of program comes from Washington DC, and yet they have no concept of this. They come once or twice, maybe, in their lifetime, if at all. Sustainable forests must be looked at, addressed, and maintained. He is in total support of this resolution.

VOTE: A vote was taken on the motion and it passed 6-0 and was designated Resolution No. 5542.

Establishing rates for the collection of refuse inside the Albany city limits.

Kevin Hines, 5125 Alpine Drive, is the Operations Manager for Allied Waste of Albany-Lebanon. He said Allied Waste Service (AWS) is the parent company. He gave some history of the company. They acquired Waste Control Systems in January 2000. At that time, Waste Control Systems owned Albany Lebanon Sanitation, Corvallis Disposal, Dallas, Capital Recycling in Salem, a couple of transfer stations, and the landfill. Our relationship with the landfill is the same now as it was then, in that they are run completely separate but they have been our sister company for about 30 years. He cannot speak to the rates at the landfill, but he can speak to the current rate AWS is paying. AWS pays \$30.50 a ton for disposal at the landfill, which is 14 miles from their facility. There are other landfills in Oregon and their per-ton rates and distances are as follows: Hillsboro is \$39.05 at 90 miles away; McMinnville is \$30.40 at 52 miles away; Eugene is \$65.00 at 48 miles away. Hines said it makes sense to go to this landfill, given their rate and travel costs.

Regarding plastic bags, Hines said he appreciates the concerns. The issue is being able to contain the bags within the recycling trucks, because they are so lightweight they will blow out. Source separating bags and containing them in the truck is difficult to do. There is no other collection company that picks up curb side, source separated. The facility they are transporting to will not allow plastic bags in the commingled material, because of problems they cause. Hines said that doesn't mean that someday plastic bags can't be added in, but currently they can not. Some other options for recycling include customers taking them to the public recycle depot. They have separate bins for plastic, shrink wrap, and bubble wrap. The depot will bail them and ship them to the processor. The plastic must be bundled though; they cannot be loose. There are stores that take them back, such as Fred Meyer. The best alternative is to use the reusable nylon bags available in many stores for shopping. AWS can take paper, junk mail, newspaper, magazines, cardboard, paperboard, tin cans, container glass, plastics, and jars and tubs which are five lbs or less, curbside. With the new comingling program they have added aseptic containers, milk cartons, pots and pans which are 18" or less, and rigid nursery pots 4" or larger. AWS is excited about this new automated program because it is much cleaner, more convenient, and should increase recycling recovery by about ten percent. The cities of Lebanon and Millersburg passed the rate increase.

Reid said, according to the financial statement that was provided at the work session, AWS' labor is going up 3.5 to 4 percent and administrative costs are increasing 20 percent. Hines explained that from 2006-07 there were two positions that were vacant for 4-6 months. They are filled now, so the increase reflects that. The financial statements were the actual, not budgeted.

Konopa hopes they find a resolution to the plastic bags issue. She suggested that AWS at least remind customers of the locations for plastic bag recycling. Hines said they have a full-time Recycle Coordinator who will be promoting those locations with flyers. Konopa also suggested they put signs on their new trucks.

Christman asked, do any other waste disposal services pick up plastic bags curbside? Hines said he has not found any in Oregon that do curbside collection. Eugene started to take them curbside but had so many problems with bags jamming the processing equipment, that they had to discontinue the program.

Christman said, so it is not that there is no market for the bags, but rather because they are lightweight and fly around whether they are in a truck, or curbside, or in the processing equipment. Hines said that is correct. Also, they are not accepted in the commingled recycling material because they jam the processing machines. Discussion followed. Christman encouraged AWS to continue working towards a solution. Hines said they will continue to work with the processor to that end.

Johnson thinks that for as large as AWS is, and its sister-relationship with the landfill, that there must be some solution. Sending plastic to the landfill is not environmentally healthy.

Delapoe said, the City's relationship with AWS is complicated and is governed by ordinances as well as a contract. There are many aspects. The relationship is intended, as opposed to regular competition, to allow an economy of scale by providing an exclusive franchise, or monopoly, to a single provider. The concept is better regulation and better economy of scale if there is one franchise doing the work. Also, historically garbage collection service was a governmental service. When the shift went to privatization, governments maintain some measure of control with their ordinances. Our franchise renews automatically for an ongoing five year term which leads to a long term relationship. The Council does have a good deal of discretion not only in establishing rates but also cooperative control with the franchisee to put emphasis on recycling. For example, the Council can require certain recycling programs that are consistent with recycling and reuse programs that the City of Albany has authority to adopt from time to time. On the other hand, Delapoe said, the franchisee is entitled to a reasonable rate of return. To the extent that we impose franchise requirements on the franchisee that add to their cost of doing business, they are entitled to require of us that rates be adjusted to reflect that. Delapoe said the Council does have the flexibility to do more than just grant or deny the rate increase. For example, they could grant the request for a shorter term, or require they come back with a progress report. They can impose such reasonable conditions that are necessary to promote the recycling goals, which are a big part of the franchise agreement. Reducing the waste stream is a common goal.

Olsen said customers could stuff one empty plastic bag with other plastic bags so that it is full, tie it off, and it would not blow away. AWS could require that bags be recycled in that manner. He intends to vote no on the

increase because of the bags, and because of the 14 percent increase in cost for the landfill. We have no leverage and he cannot justify approval.

Delapoer cautioned that the Council should not make a decision about their rates based on what another vendor charges. The landfill rates are regulated by Benton County and if the Council thinks they are too permissive in some of their practices, the Council should direct the comments to them.

Hare said we do have the authority to make certain requirements, but bear in mind that they are our service provider and we are dependent on them. Staff will do as the Council requests and review practices, bring back alternative service models, etc, including to research the feasibility of municipal garbage service if the Council so directs.

Johnson suggested that AWS come back in six months with a solution.

Delapoer said that if the Council likes the service AWS is contemplating for the comingling recycling, they should consider that it will require a large capital outlay. If the Council does not give assurance that this rate is approved it is difficult for the vendor to proceed with the program. The Council could approve the rate now and get the program in effect, then ask them to return in six months with more information with the expectation that by the next annual program, they will have a solution. That solution may cost the customer extra, but the Council would be in a position to review it. However, the Council cannot require them to solve a problem that they have no solution to. All you can do is ask them to look into it.

Christman thinks the Council should approve the rates and then ask for an update in six months on the comingling project and look for other cities, wherever they are, that are successfully recycling plastic bags.

Cordier asked to speak again. He came from private industry, Wah Chang, and one of his responsibilities was waste management and environmental issues. At one point in their relationship with the landfill, they were not doing a good job of segregating zirconium to keep it out. They got a phone call from the landfill that there was a fire and it was tracked back to Wah Chang material that was improperly disposed of. Cordier said they solved the problem that very day. He said, we didn't give ourselves six months. This is not rocket science. AWS is already handling glass and oil at curbside, so they can put plastic into a bin that has a lid on it, and take it to the station to be baled. The fact that we continue to hear AWS's reluctance suggests to him that they just don't want to do it. His understanding is that the trucks are already on order, so the capital has already been outlaid, and this rate increase is extra. He thinks it is crazy that it will take six months to do a study to figure out how to get a lid on a bin or a truck.

Ryan asked to speak again. In response to Delapoer's comments about Benton County regulating the landfill costs, he explained that in 1996 Benton County estimated a \$1.85 gross ton fee to charge the landfill. That fee has not gone up in 12 years yet the landfill has doubled their rates in same the timeframe. It is not reflective of what the county charges them. They are creating more than twice the income. The last rate he was quoted from Capital City was \$23 a ton for them to pick up debris at a job site for him. He thinks there is something disingenuous here. At the same time, AWS should not say their sister company can manipulate rates that drive their rates up, when they have not provided a reasonable explanation for why the landfill rates have increased.

Reid asked, have we been participating in SWAC meetings? Hare said, not to his knowledge. Reid suggested that as the second largest city in Benton County that we should become apprised of those negotiations.

Bedore said that the rate of return on the Performa provided by AWS at the Monday work session did not seem out of line to him. Certainly there is a solution to the bags, along with a corresponding price tag for the solution. AWS's proposal did not include additional requirements that we add to the recycling stream, so while it is a concern, he doesn't think it is necessarily on the table as a part of this proposal. There are other alternatives as well. Consumers can get a paper bag in most places, or they can shop at places where they provide paper as opposed to plastic, or consumers can by a reusable bag, or use a back pack. He said he would like to make someone else responsible for the choices he makes that make his life more difficult, but if he were to have too many plastic bags in his kitchen, it is because at the grocery counter when they asked "paper or plastic", he chose plastic. Someone has to take responsibility for the things that cause the problems that they are trying to solve.

MOTION: Bedore moved to approve the resolution. Christman seconded the motion with an amendment to ask AWS to come back in six months with a review of the recycling program, including comingling and solutions to plastic bag recycling, and a review of the financial situation such as average rate increases and rates from the landfill.

Bedore does not consider the landfill to be part of his motion, because AWS has no control over what the landfill charges.

WITHDRAWAL: Bedore withdrew his motion.

MOTION: Christman moved to approve a resolution establishing rates for collection of refuse inside the Albany city limits and repealing Resolution No. 5299; and to have Allied Waste Services provide in six months

a review of the commingling recycle program, solutions to plastic bag recycling, a review of finances, and information about the cost of the landfill, and Johnson seconded it. The motion passed 4-2, with Reid and Olsen voting no, and was designated Resolution No. 5543.

Adoption of Consent Calendar

- 1) Approval of Minutes
 - a) November 14, 2007, City Council Meeting
 - b) December 3, 2007, City Council Work Session
 - c) December 5, 2007, City Council and Greater Albany School Board Joint Meeting
 - d) December 10, 2007, City Council Meeting
- 2) Accepting a Ready to Read Grant from the Oregon State Library for collection development, programs, and materials at both libraries. RES. NO. 5544
- 3) Appointing the Finance Director as Budget Officer for the City of Albany. RES. NO. 5545

MOTION: Christman moved to adopt the Consent Calendar as presented. Johnson seconded it and it passed 6-0.

Award of Contracts

WTP-07-02, Vine Street Water Treatment Plant Chlorine Improvements.

Christman noted that even with these changes, the Water Treatment Plant will still come in under budget.

MOTION: Johnson moved to approve a construction contract increase to MPP Piping in the amount of \$25,000 for the Vine Street Water Treatment Plant Chlorine Improvements. Christman seconded the motion and it passed 6-0.

Temporary extension of courier service contract.

Hare said staff is in the process of writing a Request For Proposal for courier services, but in the interim is asking Council approval of an extension of the contract with the current vendor.

Johnson asked why the contract was from March to December, which is less than a year. Finance Director Stewart Taylor explained that there was a period of time when there was not a contract in place.

MOTION: Johnson moved to approve a temporary extension to the current agreement with Valley Merchant Police on a month-by-month basis until the Courier Services Request for Proposal package is prepared and awarded. Christman seconded the motion and it passed 6-0.

Personnel request

Approving the reclassification of two of the six Community Service Officer positions to Community Education Specialists.

Police Chief Ed Boyd said that in July 2003, the police Code Enforcement Specialist and the Community Policing Specialist positions were combined into one classification called Community Service Officer. At the time it was thought that combining the positions would allow for cross-training and would provide a larger pool for customer service. However, experience has shown that these two positions actually have two very different skill sets. During the hiring process, it is very difficult to find applicants that qualify for all the skill sets we currently require. The skills are different, and generally an applicant with one skill set is not gifted in, or even interested in, the other skill set or job duties.

Boyd said the proposed position descriptions are in the agenda packet. Boyd worked closely with the union in making these changes and they are supportive. The proposed job descriptions have been reviewed and approved by the Human Resource Director. Human resources did a salary survey and found that similar jobs in other cities are divided into two separate positions. Also, the Community Education Specialist Position warrants a three percent wage increase because of the increased education requirements. Boyd said the police budget can accommodate this wage increase.

Johnson commended Boyd for being willing to come to the Council and explain the situation.

MOTION: Bedore moved to authorize the reclassification of two of the six existing Community Service Officer positions to Community Education Specialists. Reid seconded the motion and it passed 6-0.

Appointments

City Boards, Commissions, and Committees.

Konopa said there is a staff memo on the dais dated January 9, 2008, with Revised Appointments to City Boards, Committees, and Commissions (see agenda file) as follows:

- Albany Arts Commission*
Glenda Fleming (Mayor's appointment to fill vacant position that expires December 31, 2008)
- Albany Budget Committee*
Doug Moore (Councilor Olsen's reappointment)
- City Tree Commission*
Mark Azevedo (Mayor's new appointment)
David Smith (Mayor's appointment to fill vacant position that expires December 31, 2008)
- Human Relations Commission*
Jodi Nelson (Councilor Bedore's reappointment)
- Hospital Facility Authority*
Bill Coburn (Mayor's new appointment)
- Planning Commission*
Paul Davis (Councilor Reid's reappointment)
Loretta (Lolly Gibbs) (Councilor Johnson's appointment to fill vacant position that expires December 31, 2010)
- Public Safety Commission*
Lee Swanson (Mayor & Council appointment; Rural Fire District representative)
Mike Martin (Councilor Bedore's appointment to fill vacant position that expires December 31, 2008)

MOTION: Johnson moved to accept the appointments to City Boards, Commissions, and Committees. Bedore seconded the motion and it passed 6-0.

Audit Committee.

There was no discussion on this item.

MOTION: Christman moved to appoint Sue Folden and Sharon Konopa to the Audit Committee. Bedore seconded the motion and it passed 6-0.

Reports

City Charter revisions update.

Olsen asked why the reading of an ordinance a second time in title only with a unanimous decision of the Council is being changed. Delapoer said they are proposing to change that section because that process was intended for emergency circumstances. Many years ago we passed an ongoing resolution that said that "business necessity", i.e. not needlessly delaying business, was declared an emergency sufficient to invoke the charter right to read ordinances a second time in title only. Some could argue that that was not what the charter was envisioning. When the City had fewer ordinances it made sense to read the ordinance in its entirety, as most ordinances were simpler and shorter. Now, it makes sense to bring the charter into unison with what is normal practice. It is very important, in Delapoer's opinion, to bring the Charter in line with the normal practice. When they depart from the charter, or declare an emergency simply for business convenience, the City is vulnerable.

Public Information Officer/Management Assistant Marilyn Smith read the proposed language: "An ordinance, before being adopted, shall be read in an open Council meeting, in title only and may then be read a second time in title only. The ordinance could then be adopted in a single meeting by unanimous vote of all Councilors present." Delapoer said it would still require a unanimous vote to have a second reading. Discussion followed.

Bedore would like to see the Charter be gender-neutral. Delapoer said it is staffs' intention to change all gender references. They may have missed some but will be sure to catch them all in the final draft.

Delapoer said the Council should consider how to get this information to the public. Smith believes there is a public hearing on this issue scheduled and *City Bridges* will run an article. The Charter revisions are housekeeping issues and are not substantive.

MOTION: Johnson moved to direct staff to take the steps necessary to put the City Charter revisions on the May 2008 ballot. Bedore seconded the motion and it passed 6-0.

Community attitude survey update.

Smith said that quotes came in much higher than anticipated and were for telephone surveys only, not for mail surveys, which is what staff requested. They made good arguments for each type of survey. The city of Silverton survey is three times what we budgeted. The vendor said that those with cell phones are not statistically significant because they tend to be young single men who statistically do not vote. The 40 percent return on the mail survey, according to the Silverton City Manager, is because those surveyed were offered cash and merchandise as incentives to reply. The cash and merchandise were received as donations from local businesses. Corvallis, on the other hand, has a hard time getting mailed surveys turned back in. It takes several notices and there are fewer that respond. Discussion followed.

Hare said, there is a technology to polling and standards that determine a statistically valid technique. The issue is that we budgeted only \$5,000. Our options are to spend more now, or wait until the next budget to dedicate more funds.

If or when we proceed, Smith thinks it is valuable to establish a regular schedule for surveys so that there is a standard way of measuring public opinion, or benchmarking.

Konopa thinks written surveys are better than phone surveys because written provides more thoughtful answers. Smith said for phone surveys, a notification is mailed out to tell citizens that the call is coming, and at what time. The mail surveys go to about 2,500 homes to achieve a statistically valid sampling of about 400.

Smith said in the last survey, we had a non random element polled by providing different color surveys at different public buildings. They were tabulated but were not included in the survey calculations so as not to skew the number.

Smith said she will contact the firms that responded so far, as well as others to see what the cost of a mail survey would be. The last survey was in 2003 and focused on ballot measures. Smith will bring the information back to the Council.

BUSINESS FROM THE COUNCIL

Hare said Mayor Doug Killin submitted a letter of resignation with a date of January 10, 2008.

Reid proposed that the Council consider looking for the Mayor's replacement. Discussion followed.

Reid proposed that the Council appoint Bedore as Mayor starting on Friday. Olsen thinks it is inappropriate to appoint a new Mayor before Killin's resignation is effective.

Delapoer said legally, the Council can make an appointment effective on a future date. Discussion followed.

Johnson thinks they should appoint the Mayor from the current Council and then fill the Councilor vacancy. Konopa feels it should be a Councilor with longevity with the Council, and it should be a Councilor that was voted into the position, such as Olsen, Reid, or herself. Discussion followed. Olsen and Reid were not interested, but Konopa said she would be interested if the Council wanted her to fill the Mayor position.

Christman thinks a Mayor should be appointed soon, as there are many upcoming events and projects in 2008. The Council has functioned well as a body without the Mayor in the short-term and has not had situations where the Mayor was needed to break a tie-vote, but that could change. He said the Council should not prolong the process. It should be done in a very timely manner. He thinks if it waits until the next Council meeting, there should at least be something definitive to vote on at that meeting.

Delapoer suggested that if a Mayor is appointed from the Council, it will be even more important to fill the Council vacancy quickly. With only five Councilors to vote, the Council may have difficulty getting four votes to pass or fail motions. For example, land use issues have 120 day clocks. Time is of the essence to have a full Council. Discussion followed.

CONSENSUS: There was consensus of the Council to make an appointment for the Mayor position from the current Council and to set a process and a deadline to fill the Councilor vacancy at the January 23, 2008, City Council Meeting; and that the effective appointment date for the Mayor coincide with the appointment date of the Councilor.

Christman passed out a draft Resolution establishing time limitations for public hearings before the Albany City Council (see agenda file). This will help with the local process of hearings and land use issues. He is not looking for action tonight but wants this item to be put on a future agenda along with a discussion on time limits for public hearings. He would like staff and Delapoer to give information about a hearings officer at one work session, and then allow discussion at the next work session. Christman believes it is frustrating to go through land use hearings when the Council receives hundreds of pages of documents the night of the hearing, and is expected to review them and make a decision. Having time limits would not stop that, but time limits would help citizens, developers, and the Council come to quicker decisions.

Olsen does not think we should have a hearings officer. The Councilors are elected officials and it is our responsibility to listen to the public. He does not want to start limiting public comment.

Christman said he is not advocating for a hearings officer yet, but he does want to hear the information to make a decision if a hearings officer would be good for Albany. In his estimation, between the Planning Commission and the Council, there was over 60 hours spent on the TLE process. For the Planning Commission and the Council, those were hours that could have been spent finding solutions for issues that were brought up during the TLE review. For example, the Council could have used that time to talk about the development of North Albany Road. The Council has not been spending their time wisely with the way the land use hearings have been working.

Delapoer said he advocates for a hearings officer. He agrees with Christman about the time issues, but beyond that a hearings officer may be able to make a better decision based on the criteria. The Council has been very divided and those who ultimately lose may feel that a hearings officer was objective. Councilors are not lawyers. To expect a lay body to bring the same judicial structure to a proceeding that an attorney can, is not possible. A hearings officer would be neutral and could produce a better quality decision. The Council could still veto the hearing's officer with four votes. With a hearings officer the Council would be more assured that the decisions would be criteria-driven, objective decisions.

Hare said, we should ask ourselves, how we can assure we get the best information, and the best citizen involvement? A good process will allow that. Currently the process is unwieldy and discourages the public from getting involved. Hare gets complaints that folks show up for Council meetings, but the hearing goes so long that often the only ones left are the ones that can afford to stay the latest. Hearings officers are successfully used in other jurisdictions in Oregon. The Council could still preserve their role.

Olsen sees the Council akin to a jury and the hearings officer as more of a judge. He prefers the system we currently use.

Further discussion of a hearings officer will come to a future work session.

Olsen asked, have we made progress getting the railroad property cleaned up by RCM homes? Hare said Economic Development Director Dick Ebbert told him the railroad agreed and that it is just a matter of waiting on documents. However, that has been their promise for months now. Hare's understanding is that they have taken steps to comply with the Notice and Order. Hare said it is not likely RCM Homes will pull out of the project since they are receiving Central Albany Revitalization Agency (CARA) funding. Discussion followed.

Johnson suggested that when there are Council agenda items that involve a staff report, that we move those items up on the agenda so that staff does not have to stay so late. She is concerned about paying overtime for late meetings. Hare said that Department Heads do not get overtime because they are on salary. Other staff are eligible for overtime however. The problem is that we would not want the public to think that their time is not as valuable as staff time by allowing staff agenda items to take place before items for public input. Hare said we do try to show consideration for staff who have very short reports by scheduling them early in the agenda, and Department Heads are not required to attend if they do not have an item on the agenda.

Hare said the City received notice to the local taxing district about designation of a rural renewable energy development zone. He directed the Council to the letter from Albany-Millersburg Oregon Economic Development Corporation (see agenda file). Linn County Commissioners will have a hearing on February 13, 2008, at 9:45 a.m. to decide if they will participate in the renewable development zone. This zone is similar to an enterprise zone but is specifically targeted to renewable energy in the county.

NEXT MEETING DATES: Regular Session, January 23, 2008 and Work Session, January 28, 2008

ADJOURNMENT

There being no other business, the meeting was adjourned at 10:30 p.m.

Respectfully submitted,

Mary A. Dibble, CMC
Deputy City Clerk

Reviewed by,

Stewart Taylor
Finance Director



TO: Albany City Council

VIA: Wes Hare, City Manager
Diane Taniguchi-Dennis, P.E., Public Works Director *DSTD*

FROM: Mark Shepard, P.E., Assistant Public Works Director/City Engineer *MWS*
Gordon Steffensmeier, P.E., Civil Engineer III

DATE: January 31, 2008, for February 13, 2008, City Council Meeting

SUBJECT: Acceptance of Easements, Dedication Deeds, and Warranty Deeds

Action Requested:

Staff requests that Council accepts the easements, right-of-way dedication deeds, and warranty deeds.

In an effort to save a considerable amount of paper, the documents are not being reproduced and included in each of the Council packets. Each of the nine original documents is included with the "master" City Council agenda and can be reviewed upon request.

Discussion:

EASEMENTS:

<u>Grantor</u>	<u>Purpose</u>	RES NO. _____
David & Denise Russell	Sewer Lateral Replacement	RES NO. _____
Jaimy T. Patton	Sewer Lateral Replacement	RES NO. _____
Sarah Castleton		
Jason and Lisa Bethell	Sewer Lateral Replacement	RES NO. _____
James D. Gutierrez II	Sewer Lateral Replacement	RES NO. _____
Diana Garrison	Sewer Lateral Replacement	RES NO. _____

DEDICATION DEEDS:

<u>Grantor</u>	<u>Purpose</u>	RES NO. _____
Jim Hamel	Periwinkle Bridge Project on Second Avenue	RES NO. _____
Timberhill Corporation Brandis Family	Street right-of-way for new school	RES NO. _____

WARRANTY DEEDS:

<u>Grantor</u>	<u>Purpose</u>	RES NO. _____
Patton Park LLC	Deed over tract containing a drainageway east of Clover Ridge Road	RES NO. _____
BBF Development, Breadner Parker & Associates	Deed over tract containing a drainageway East of Clover Ridge Road	RES NO. _____

Budget Impact: None.

GPS:AMS:kw
Attachments

G:\Legal\Easement\2008 Easements\MEMOFebruary13COUNCIL.doc

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

Purpose

David E Russell II & Denise M Russell

A 10-foot wide easement along southern property line over an existing sewer main as part of the sewer lateral replacement program.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this easement; and

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk

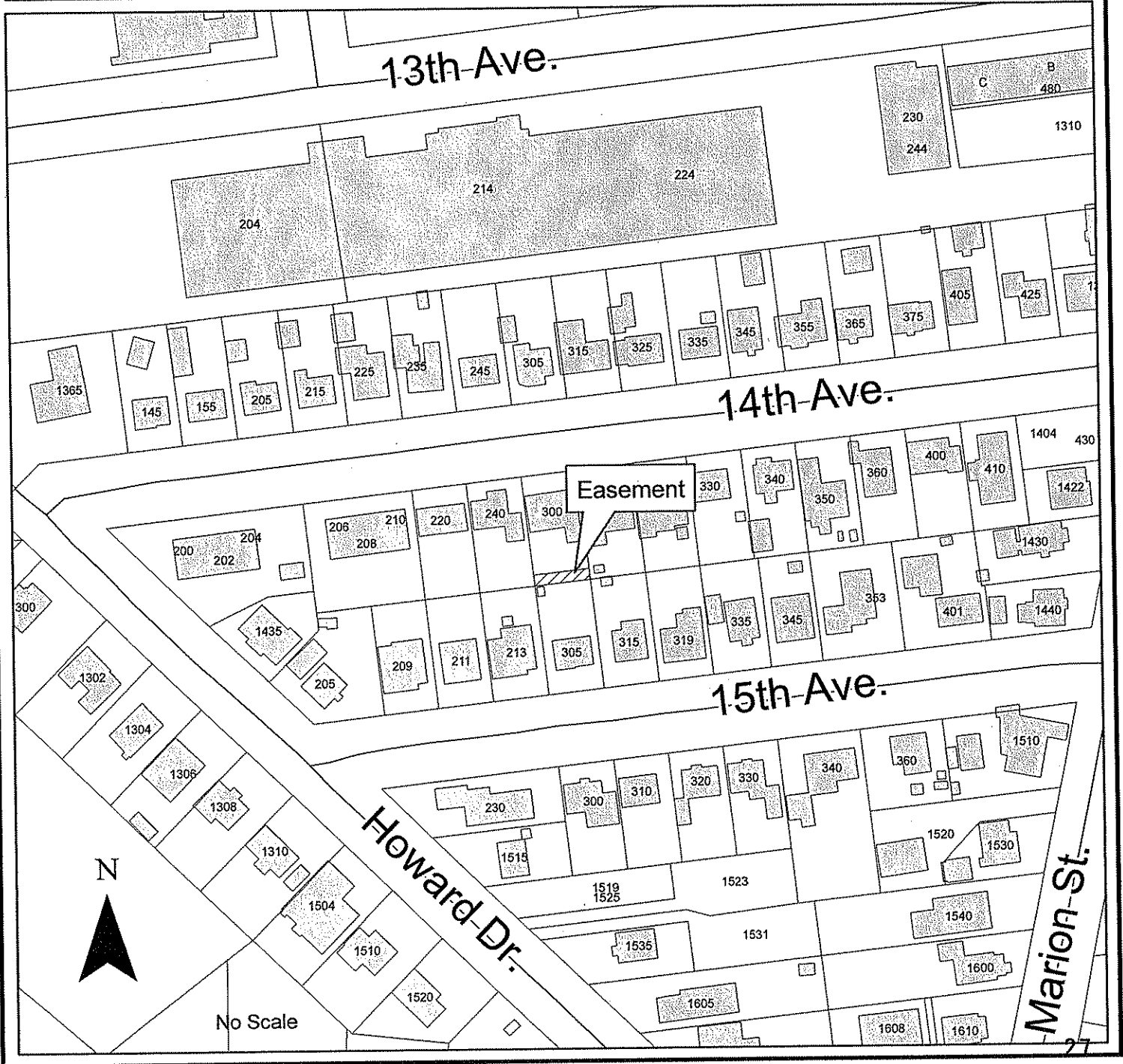
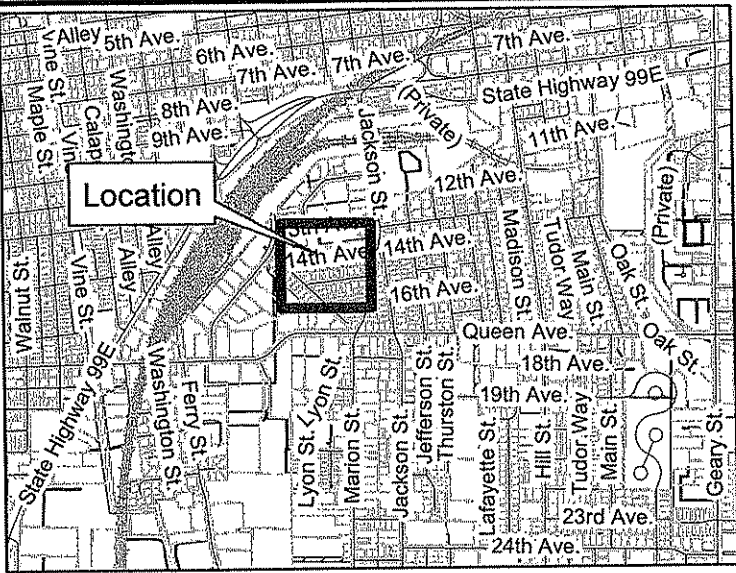
EXHIBIT A

11S03W07CA03000

A 10-foot wide easement over an existing sewer main as part of the sewer lateral replacement program.



Geographic Information Services



RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

Purpose

Jaimy T Patton & Sarah Castleton

A 10-foot wide easement along southern property line over an existing sewer main as part of the sewer lateral replacement program.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this easement; and

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk

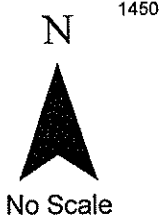
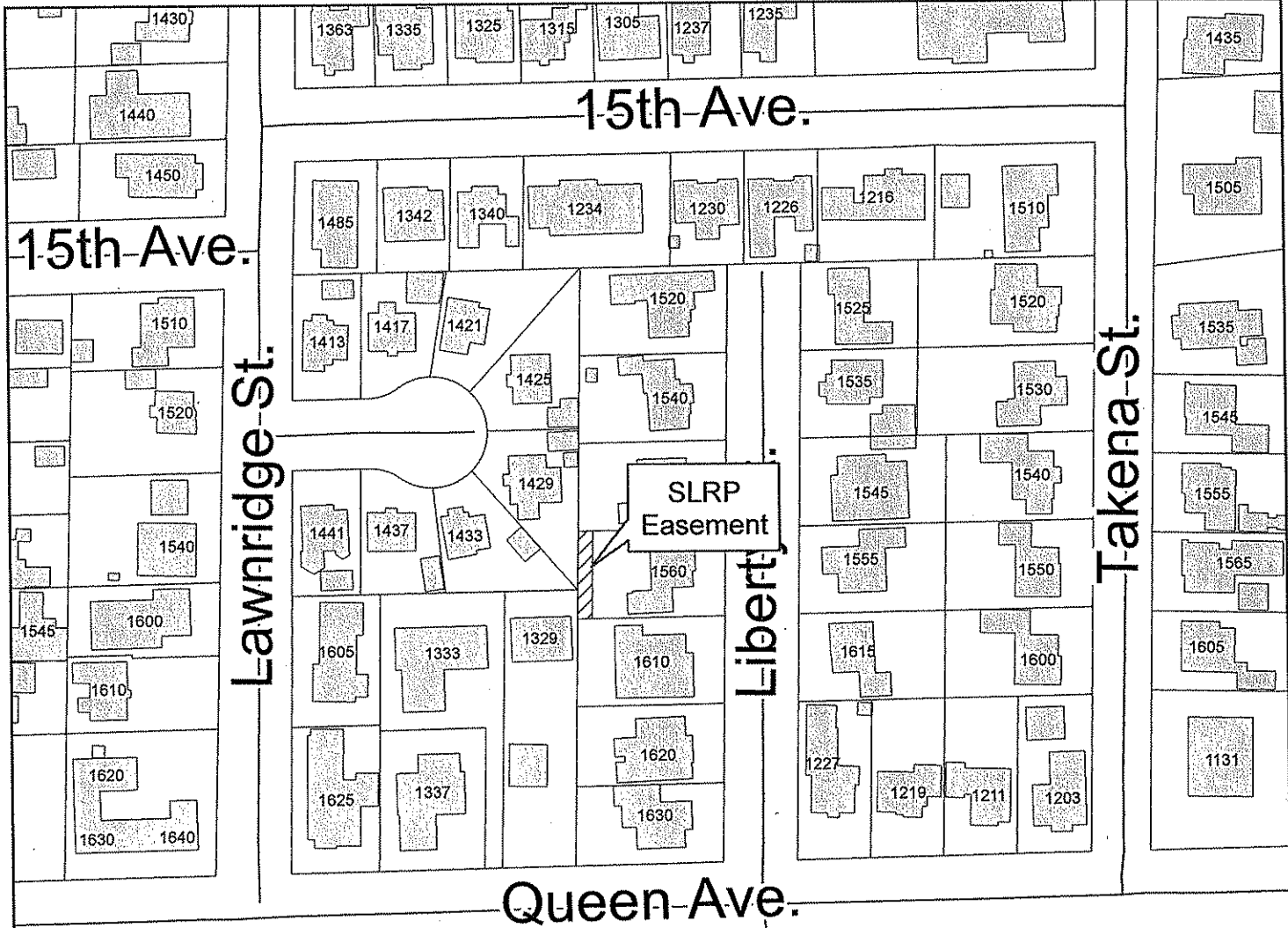
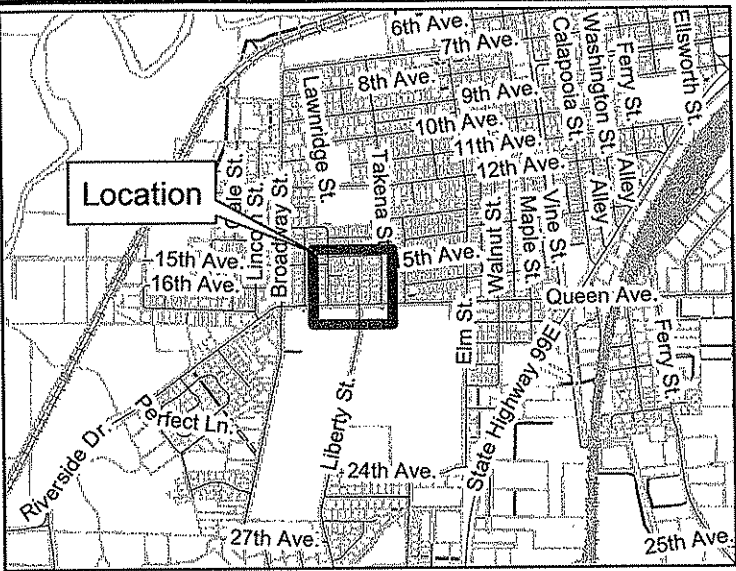
EXHIBIT A

11SO4W12CA06100

A 10-foot wide easement over existing sewer main as part of the sewer lateral replacement program.



Geographic Information Services



RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

Purpose

Jason L Bethell & Lisa A Bethell

An 8-foot wide easement along southern property line over an existing sewer main as part of the sewer lateral replacement program.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this easement; and

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk

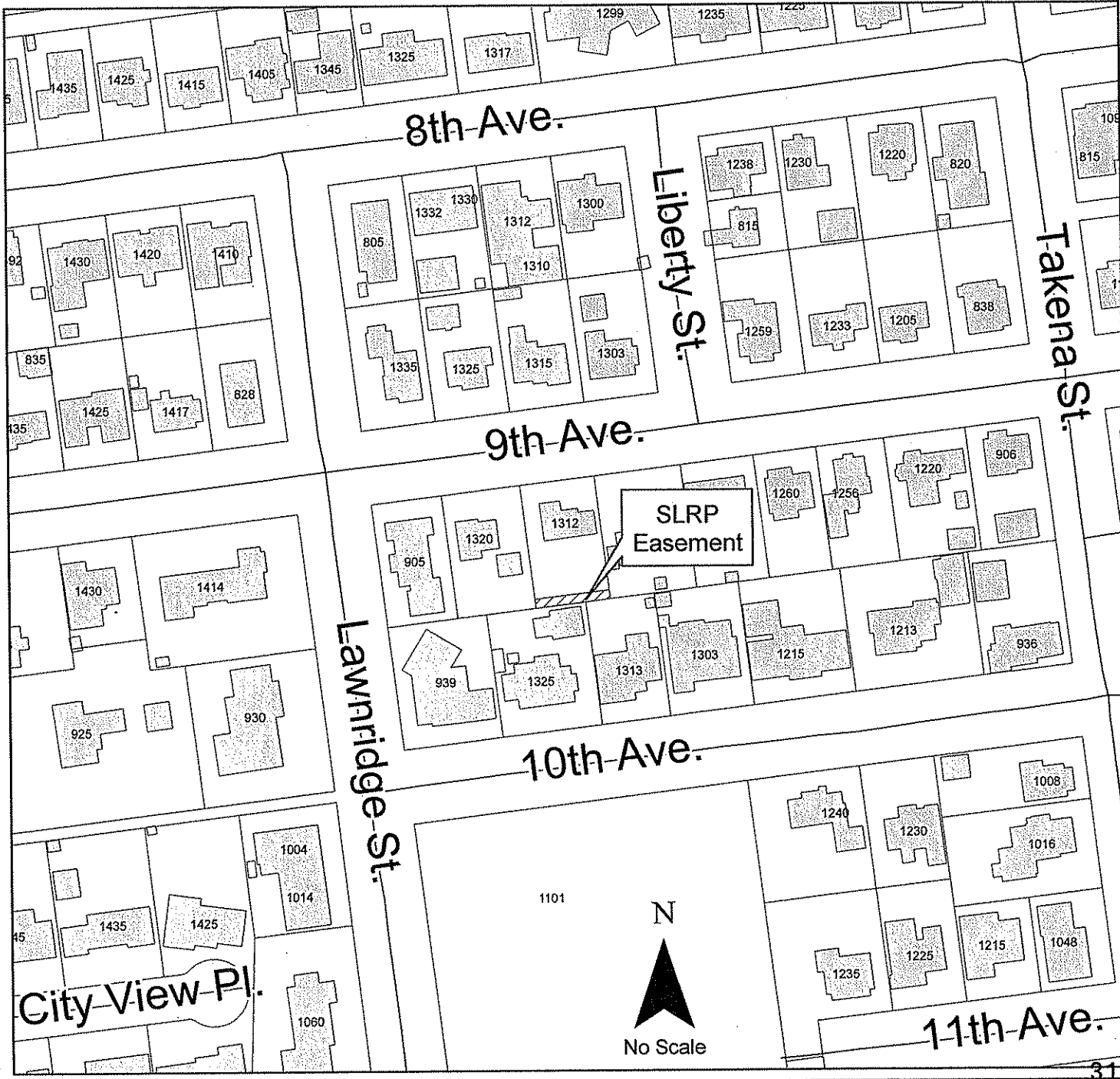
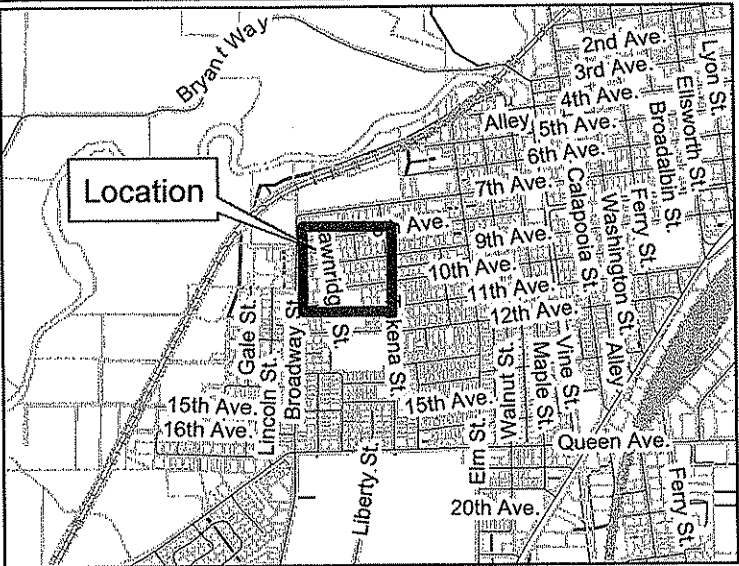
EXHIBIT A

11SO4W12BD04000

An 8-foot wide easement over an existing sewer main as part of the sewer lateral replacement program.



Geographic Information Services



RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

Purpose

James D. Gutierrez II

A 10-foot wide easement along eastern property line over an existing sewer main as part of the sewer lateral replacement program.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this easement; and

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk

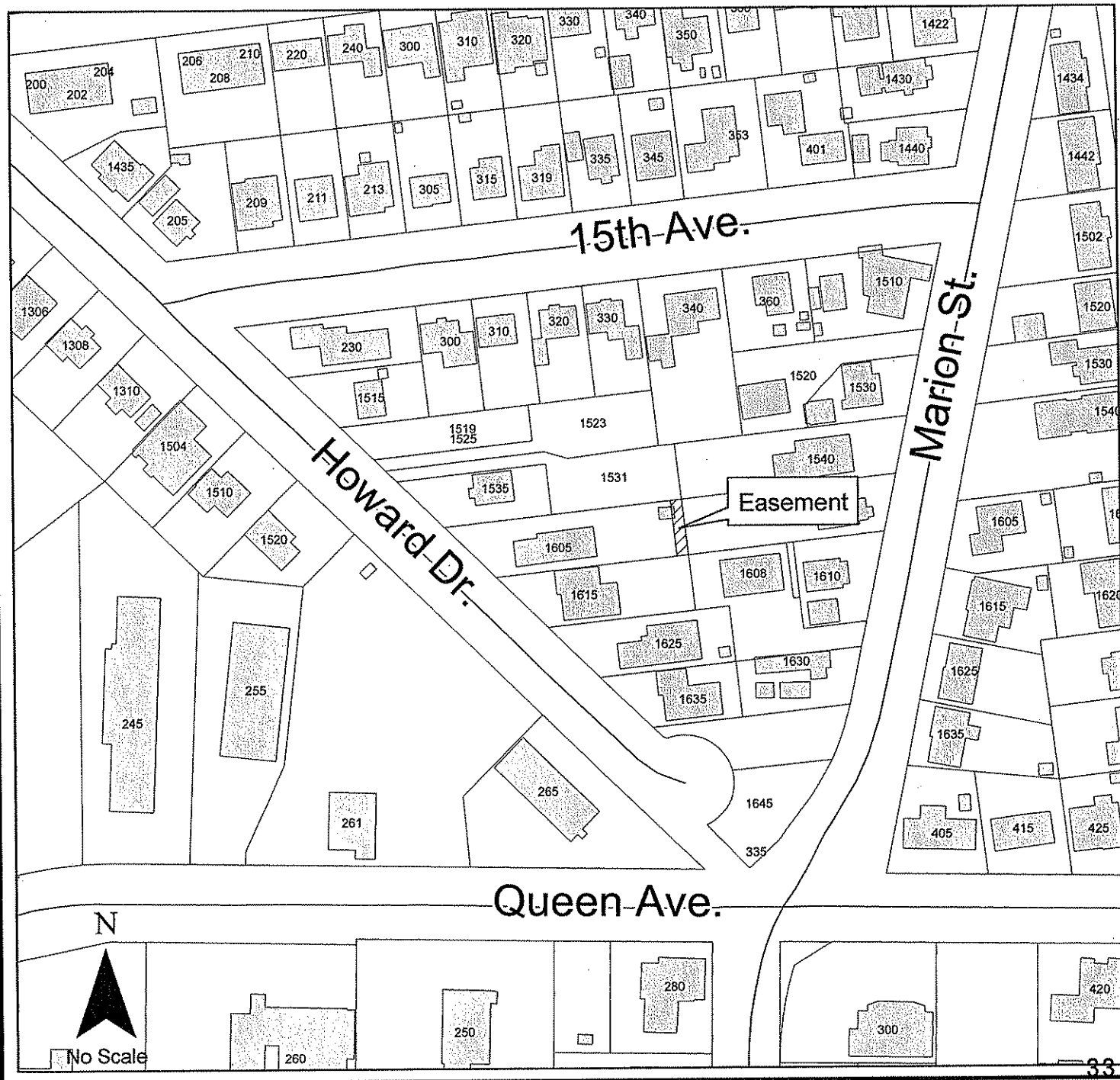
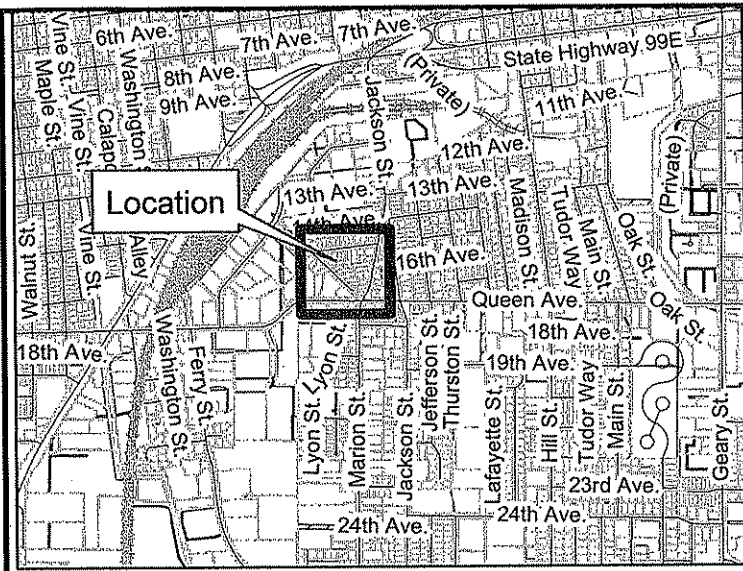
EXHIBIT A

11SO3W07CA06703

A 10-foot wide easement over existing sewer main as part of the sewer lateral replacement program.



Geographic Information Services



RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT:

Grantor

Purpose

Diana Garrison

A 10-foot wide easement along southern property line over an existing sewer main as part of the sewer lateral replacement program.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this easement; and

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk

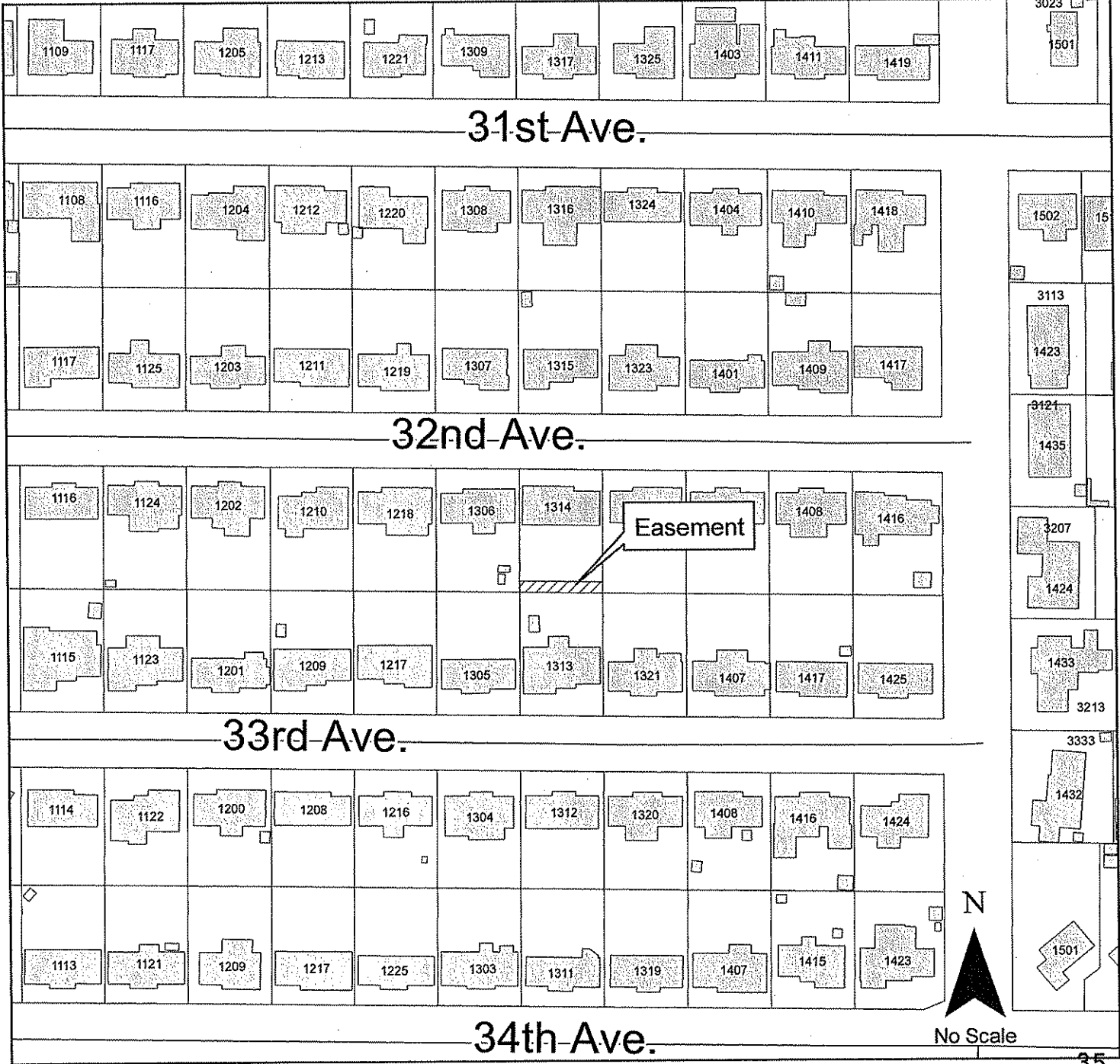
EXHIBIT A

11SO3W17CB06801

A 10-foot wide easement over an existing sewer main as part of the sewer lateral replacement program.



Geographic Information Services



RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE FOLLOWING RIGHT-OF-WAY DEDICATION:

Grantor

Purpose

Jim Hammel

Dedicate Right-of-Way for 2nd Avenue Periwinkle
Creek Bridge project.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this
right-of-way dedication deed.

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

City Council President

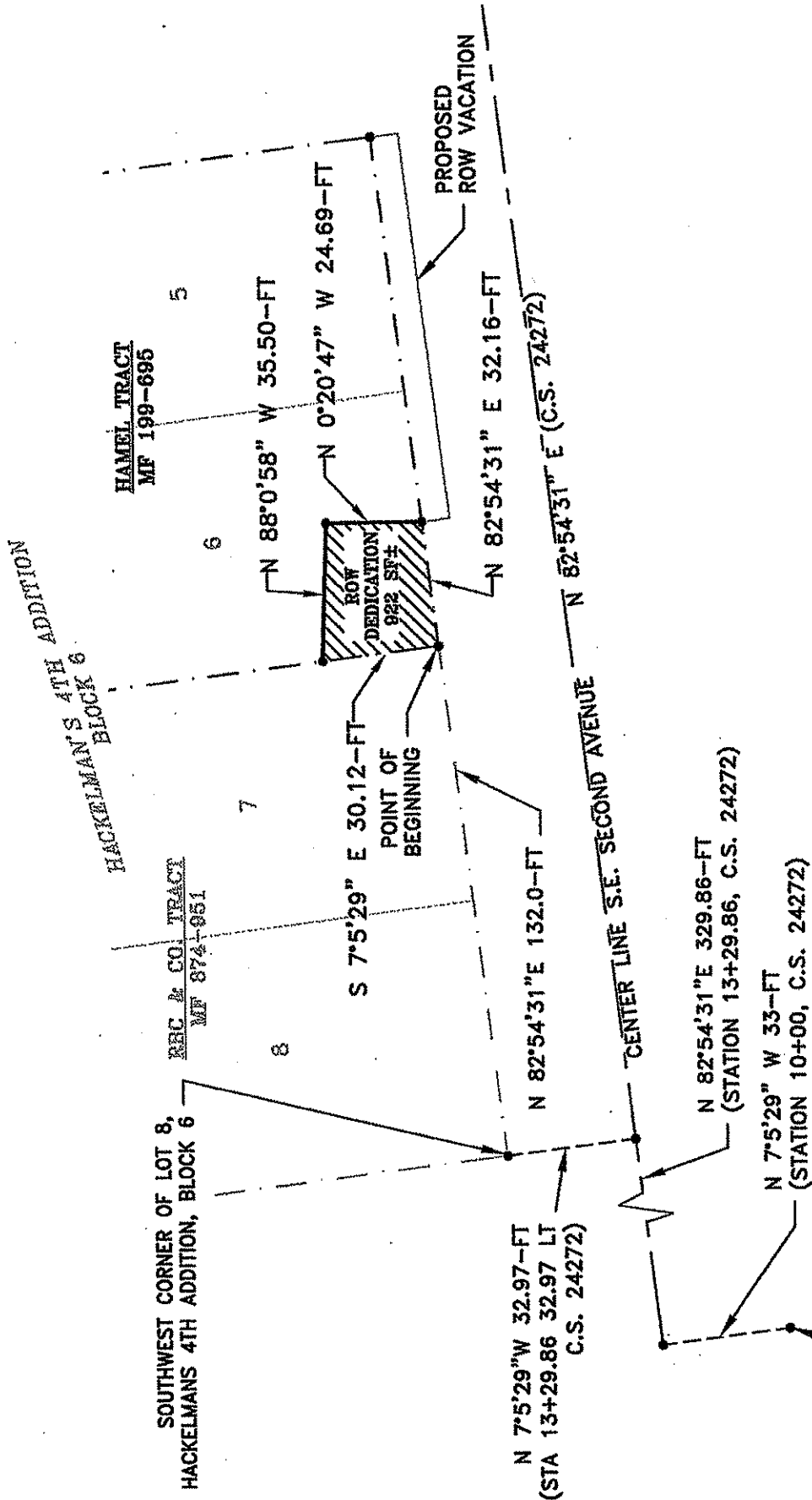
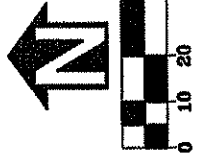
ATTEST:

City Clerk



EXHIBIT A

BR-06-01, 2nd Avenue Crossing of Periwinkle Creek
Right-of-Way Dedication
Hamel Tract MF 199-695
11S3W05CC05801



INITIAL REFERENCE POINT 3/4" IRON BOLT
SOUTHWEST CORNER OF HACKELMANS 4TH ADDITION
SECTION 5 TOWNSHIP 11 SOUTH, RANGE 3 WEST
WILLAMETTE MERIDIAN, LINN COUNTY OREGON
BASIS OF BEARINGS PER LINN COUNTY SURVEY NO. 24272

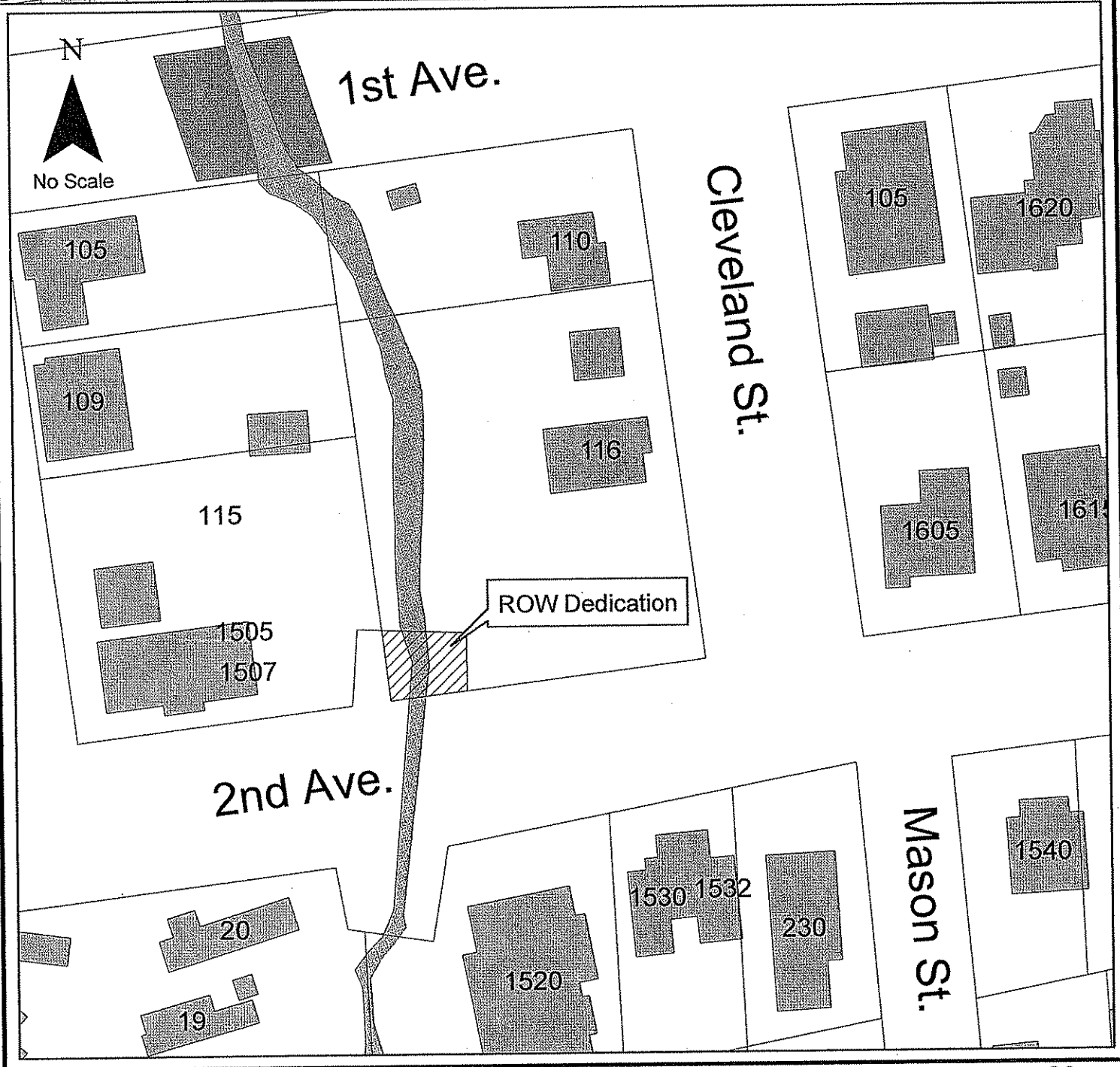
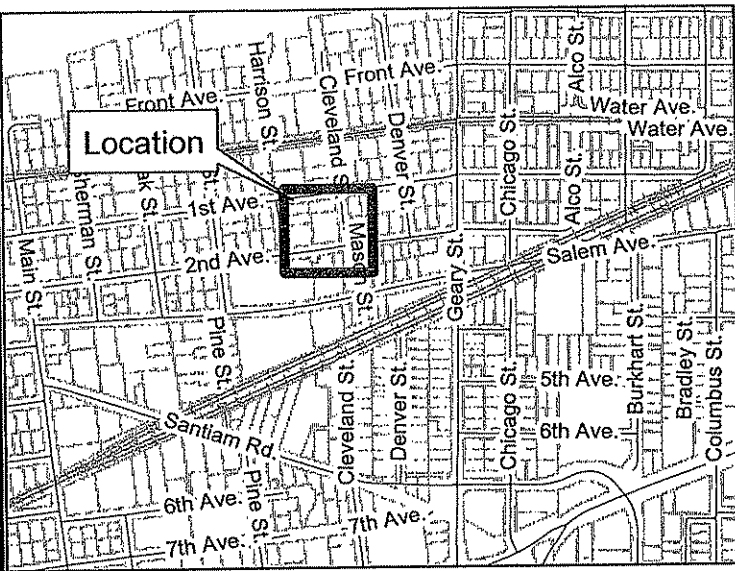
EXHIBIT C

11S03W05CC05801

BR-06-01;
2nd Avenue Crossing of
Periwinkle Creek



Geographic Information Services



RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE FOLLOWING RIGHT-OF-WAY DEDICATION:

Grantor

Purpose

Mary Morris in her capacity as Trustee of the Evelyn F. Brandis Family Charitable Trust #1 and Charitable Trust #2; John S. Brandis, Jr.; Trinity O. Lind, fka Gail Brandis Jacob, Gail Brandis Yarborough, and Gail Brandis Coleman; Susan B. Decker; and Timberhill Corporation, an Oregon Corporation collectively as their interests in the property may appear (collectively herein, "Timberhill")

To dedicate the rights-of-way necessary for the construction of a new combined elementary and middle school for the Greater Albany Public School District north of Knox Butte Road.

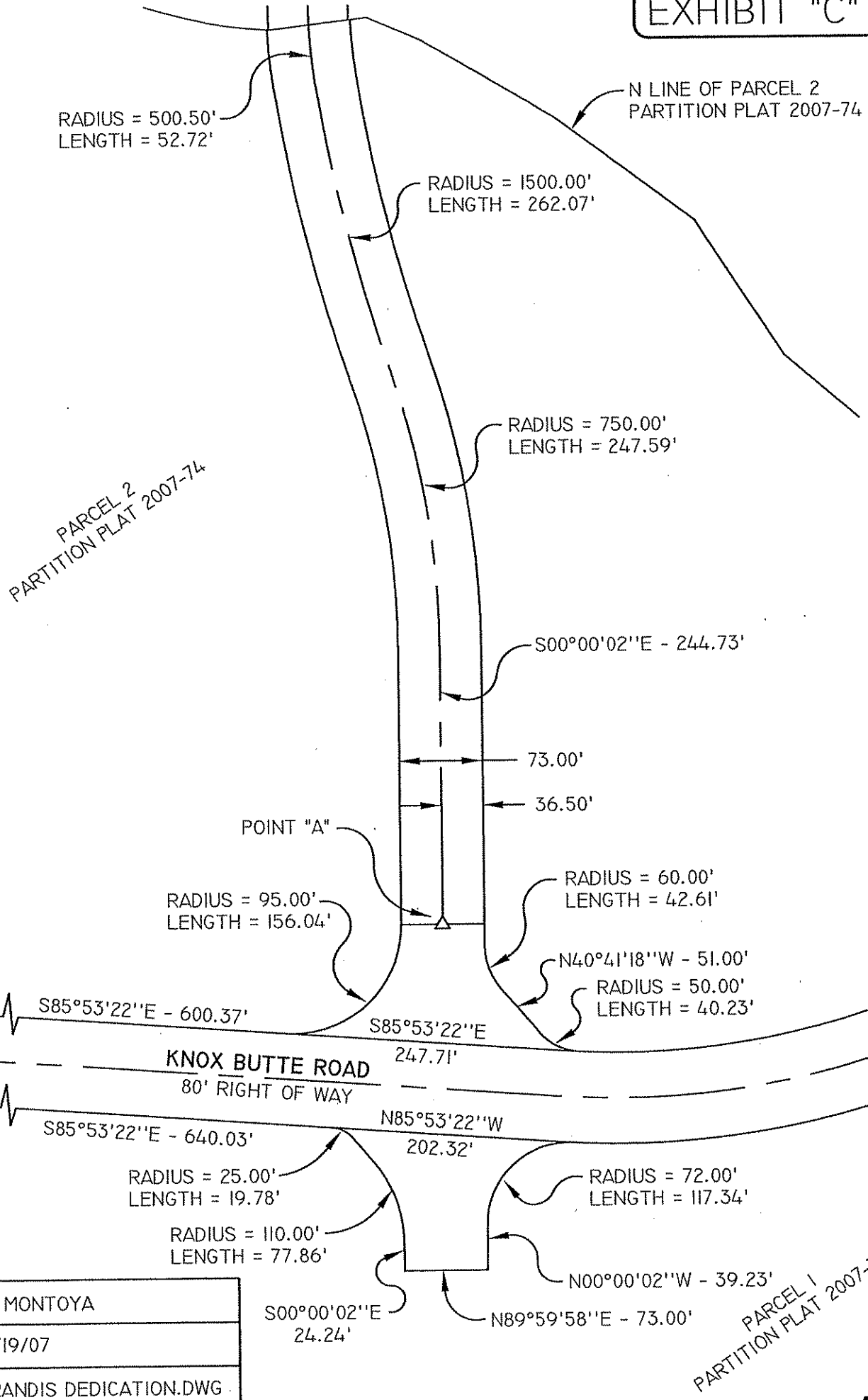
NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this right-of-way dedication deed.

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

City Council President

ATTEST:

City Clerk



DRAWN BY: J. MONTOYA	
DATE:	12/19/07
DRAWING:	BRANDIS DEDICATION.DWG

PARCEL 1
PARTITION PLAT 2007-73

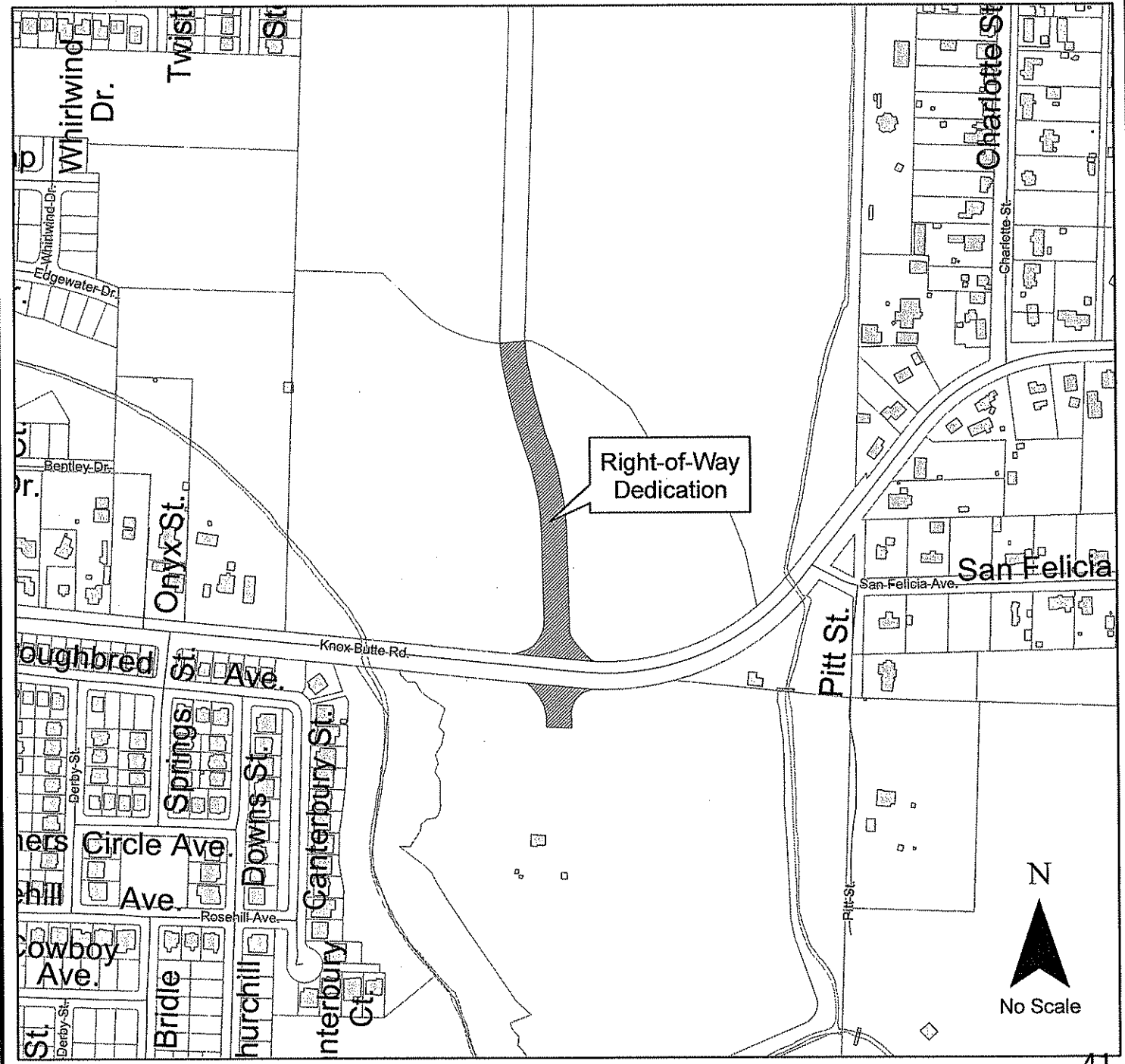
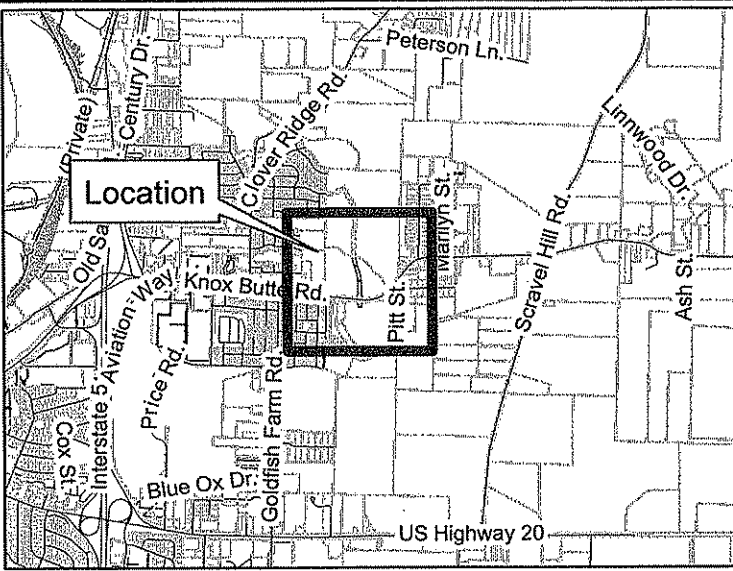
EXHIBIT D

11S03W03B 00101 and
11S03W03C 00100

Right-of-way dedication for the
construction of a new school.



Geographic Information Services



RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE FOLLOWING WARRANTY DEED:

Grantor

Purpose

PATTON PARK L.L.C.

A warranty deed transferring ownership of a tract of land containing a drainageway to the City of Albany, as required by the Conditions of Approval for Patton Park subdivision.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this warranty deed.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon passage by the Council and approval by the Mayor.

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

City Council President

ATTEST:

City Clerk

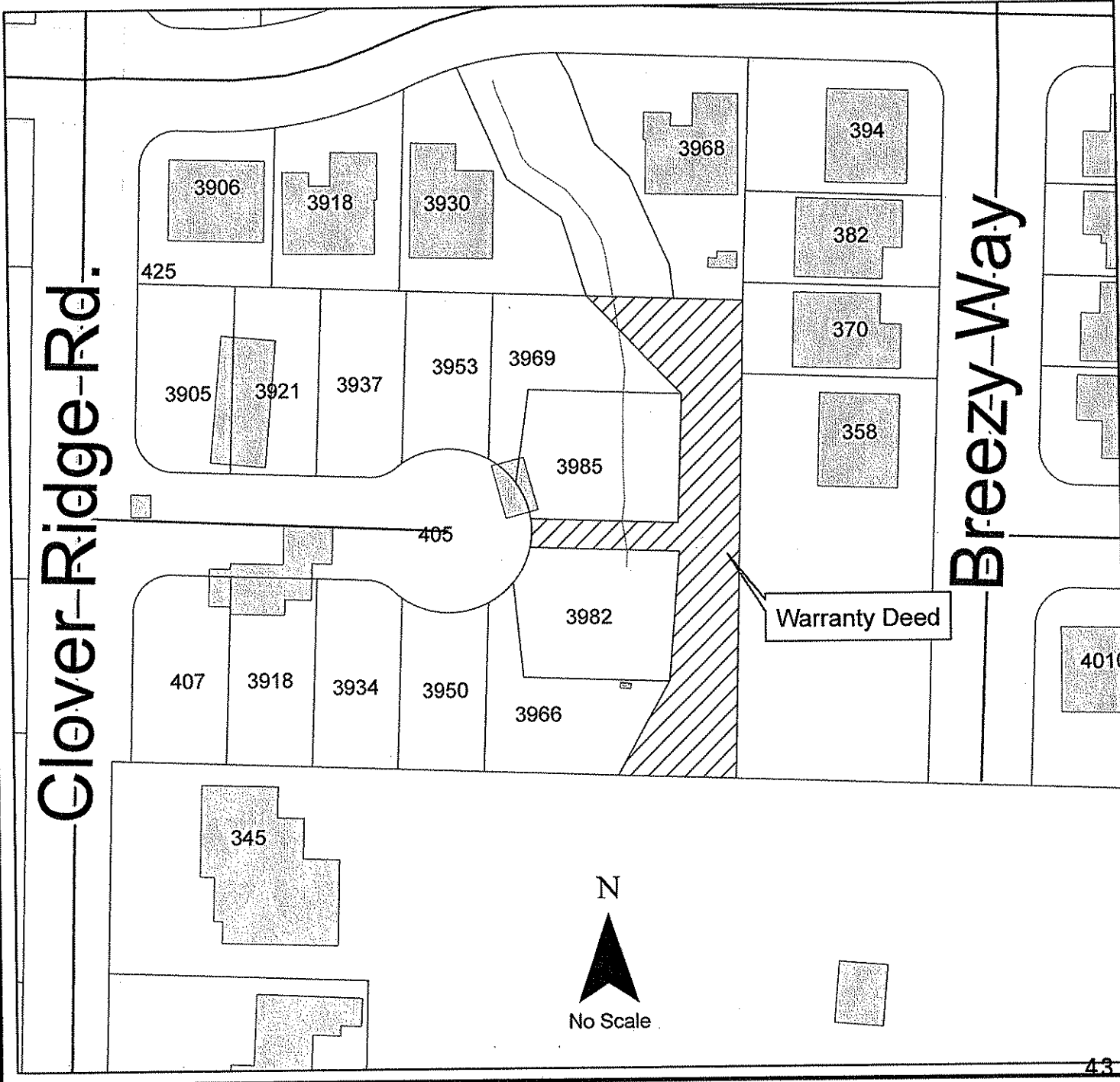
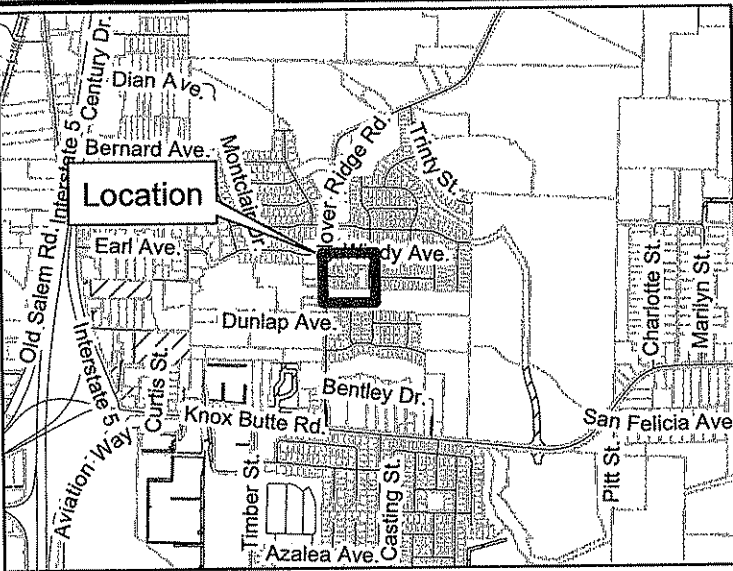
EXHIBIT A

11SO3W04AA09900

A warranty deed transferring ownership of of the tract containing a drainageway to the City of Albany. (Patton Park Subdivision)



Geographic Information Services



RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE FOLLOWING WARRANTY DEED:

Grantor

Purpose

BBF Development (Clover Ridge), LLC; and
Breadner Parker & Associates, (Clover Ridge),
LLC

A warranty deed over a tract of land containing a
drainageway and wetlands within Edgewater North
at Clover Ridge subdivision, as required in the
subdivision's conditions of approval.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this
warranty deed.

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

City Council President

ATTEST:

City Clerk

EXHIBIT "B"

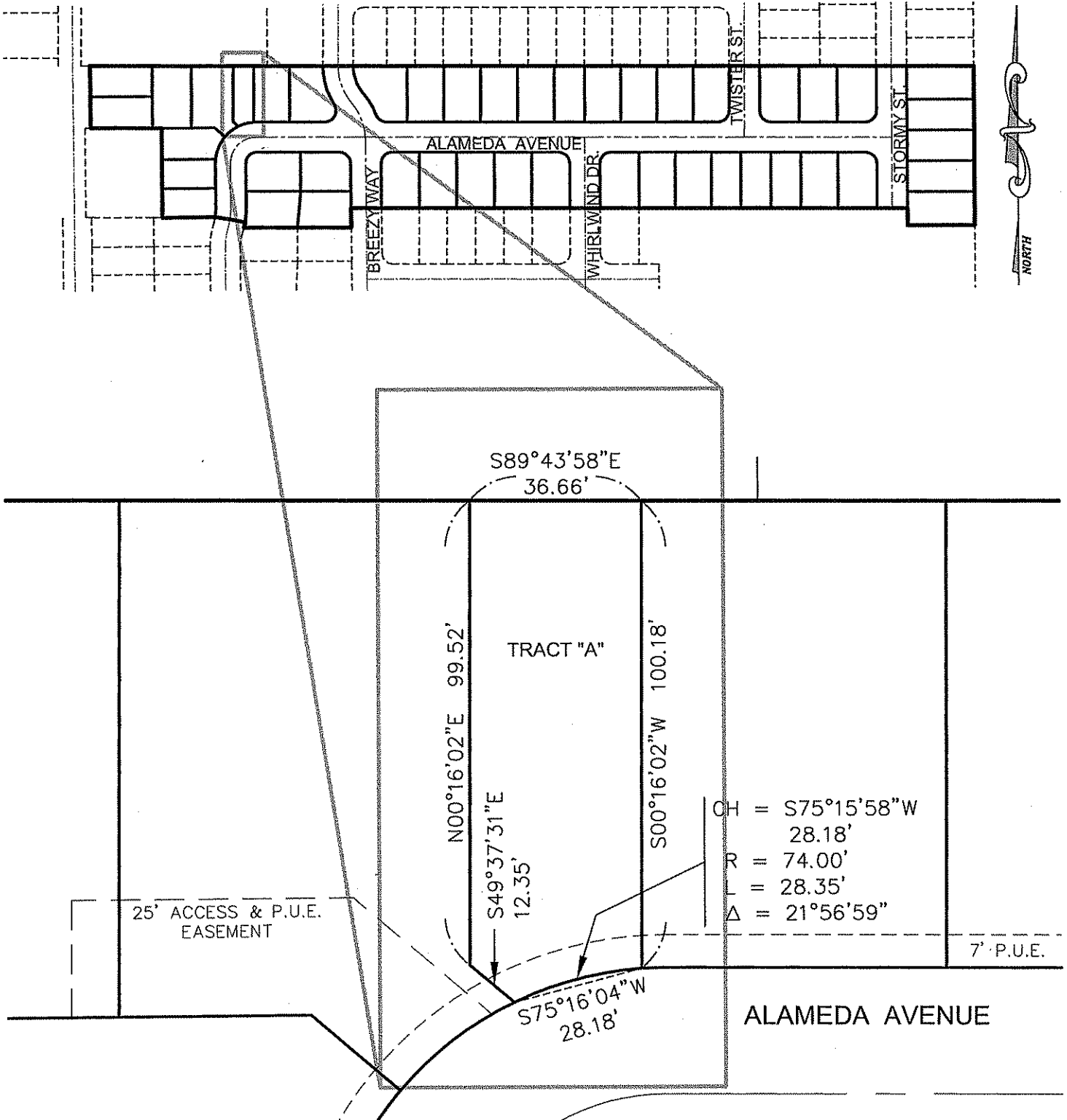


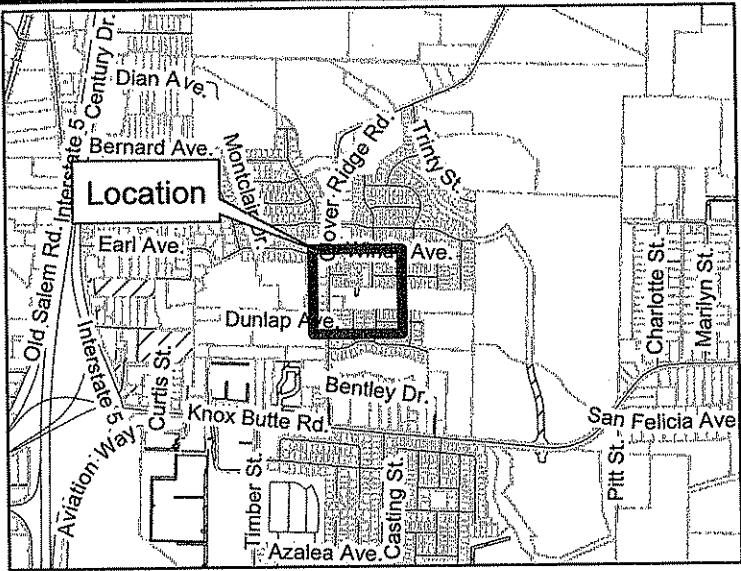
EXHIBIT C

11SO3W03B 00400

A warranty deed transferring ownership of the tract containing a drainageway and wetlands. (Edgewater North at Clover Ridge Subdivision)



Geographic Information Services





TO: Albany City Council

VIA: Wes Hare, City Manager
Diane Taniguchi-Dennis, P.E., Public Works Director *DSTD*

FROM: Mark W. Shepard, P.E., Assistant Public Works Director / City Engineer *MWS*
Jeff Blaine, P.E., Public Works Permitting and Development Services Engineer *JB*
Jeff Woodward, P.E., Civil Engineer II *JW*

DATE: January 18, 2008, for the February 13, 2008, City Council Meeting

SUBJECT: SS-07-02, Thornton Lake Place Sewer Extension
Abandonment of LID Proceedings

- RELATES TO:
- Great Neighborhoods
 - A Safe City

Action Requested:

Staff requests that City Council approve the attached resolution to abandon proceedings for the Thornton Lake Place Sewer Extension project.

Background:

On June 20, 2006, a petition was received for the construction of a sanitary sewer extension on West Thornton Lake Drive to serve properties in the Thornton Lake Place neighborhood. This project would have extended sanitary sewer approximately 3,000 feet to reach the neighborhood and serve all the properties expressing interest in the project. The map showing the proposed Local Improvement District (LID) boundary is shown on Attachment A.

Two parcels were identified by the Benton County Environmental Health Division as having failed septic systems. With 18 parcels out of the 38 parcels within the LID boundary expressing interest, Council adopted Resolution No. 5307 on August 9, 2006, directing staff to proceed with the project. It was understood that after holding a neighborhood meeting to share the preliminary design concept and cost estimates, a 75 percent support level would be required to proceed. The neighborhood meeting was held on September 26, 2006. After receiving the information, the neighborhood declined to support the project.

Discussion:

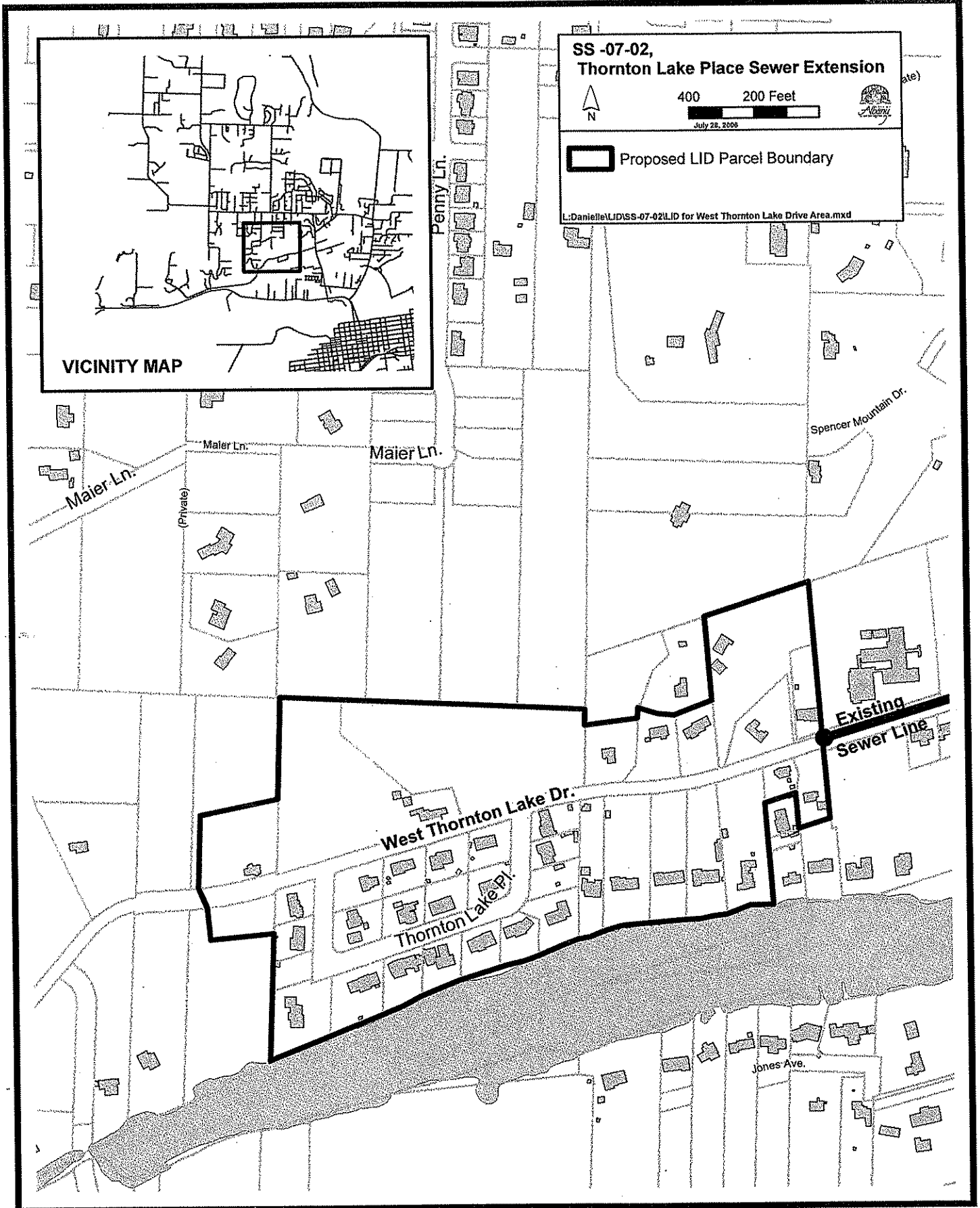
The owners of the two parcels with failed septic systems have since repaired or replaced their systems under permits from Benton County. No other failed septic systems within the LID boundary have been identified or brought to the City's attention to date. Having received no further indication of a potential health hazard and no further interest from any of the property owners, it is now prudent to abandon the LID proceedings for this project.

Budget Impact:

Staff time expenses of approximately \$2,450 were incurred and are not recoverable through assessments because the LID was not formed. These Engineering Services costs are paid for by a chargeback to the Sewer Administration budget.

JMW:kw:prj
Attachments (2)

ATTACHMENT A



RESOLUTION NO. _____

A RESOLUTION TO ABANDON PROCEEDINGS FOR THE CONSTRUCTION OF SANITARY SEWER IMPROVEMENTS TO SERVE PROPERTY ALONG WEST THORNTON LAKE DRIVE AND THORNTON LAKE PLACE, INITIATED AS SS-07-02, COLUMBUS STREET SANITARY SEWER LOCAL IMPROVEMENT DISTRICT (LID).

WHEREAS, the property owners representing 47 percent of the affected property have submitted a petition for sanitary sewer improvements and City Council directed staff to prepare an Initial Engineer's Report and Financial Investigation by Resolution No. 5307; and

WHEREAS, a neighborhood meeting was held on September 26, 2006, to distribute preliminary design and cost estimate information; and

WHEREAS, the neighborhood failed to reach a support level of 75 percent after the neighborhood meeting; and

WHEREAS, the two parcels with failed septic systems have repaired or replaced those systems and no other failing systems have been identified to date; and

WHEREAS, Subsection 15.04.180 of the Albany Municipal Code requires the City Council to abandon Local Improvement District proceedings after they have been initiated.

NOW, THEREFORE, BE IT RESOLVED that the City Council is abandoning proceedings related to sanitary sewer improvements initiated as SS-07-02, Thornton Lake Place Sewer Extension, to be in compliance with AMC Section 15.04.180.

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk



TO: Albany City Council

VIA: Wes Hare, City Manager
Diane Taniguchi-Dennis, P.E., Public Works Director *DSTD*

FROM: Mark W. Shepard, P.E., Assistant Public Works Director / City Engineer *MWS*
Jeff Blaine, P.E., Public Works Permitting and Development Services Engineer *JB*
Jeff Woodward, P.E., Civil Engineer II *JW*

DATE: January 18, 2008, for the February 13, 2008, City Council Meeting

SUBJECT: SS-98-05, Columbus Street Sanitary Sewer LID
Abandonment of LID Proceedings

- RELATES TO:
- Great Neighborhoods
 - A Safe City

Action Requested:

Staff requests that City Council approve the attached Resolution to abandon proceedings for the Columbus Street Sanitary Sewer Local Improvement District (LID) project.

Background:

On December 16, 1998, a petition was submitted by the Evangel Assembly, New Life Center, for the construction of approximately 750 feet of sanitary sewer along Columbus Street south of Oak Creek, and approximately 1600 feet of sanitary sewer easterly on the subject parcel. At that time, surrounding properties were outside the City Limits and it was understood that this was a one parcel Local Improvement District (LID). With 100% support, Council directed staff to proceed with the project by Resolution No. 4051. The map showing the proposed LID boundary is shown on Attachment A.

On July 14, 1999, Council adopted Resolution No. 4143, accepting the Initial Engineer's Report and Financial Investigation for this project and setting a public hearing for July 28, 1999. The public hearing was held on that date and Council adopted Resolution No. 4149 forming the LID with the understanding the Evangel Assembly would temporarily use a holding tank permitted by the Department of Environmental Quality (DEQ).

Discussion:

The original DEQ permit for the holding tank was for a period of five years. Due to financial difficulty, the Evangel Assembly elected to further delay construction of the sanitary sewer improvements and applied for a modification of the DEQ permit. The modification was granted and the permit extended to June 2006. After that date, jurisdiction of the permit was transferred to Linn County Environmental Health to be evaluated on an annual basis.

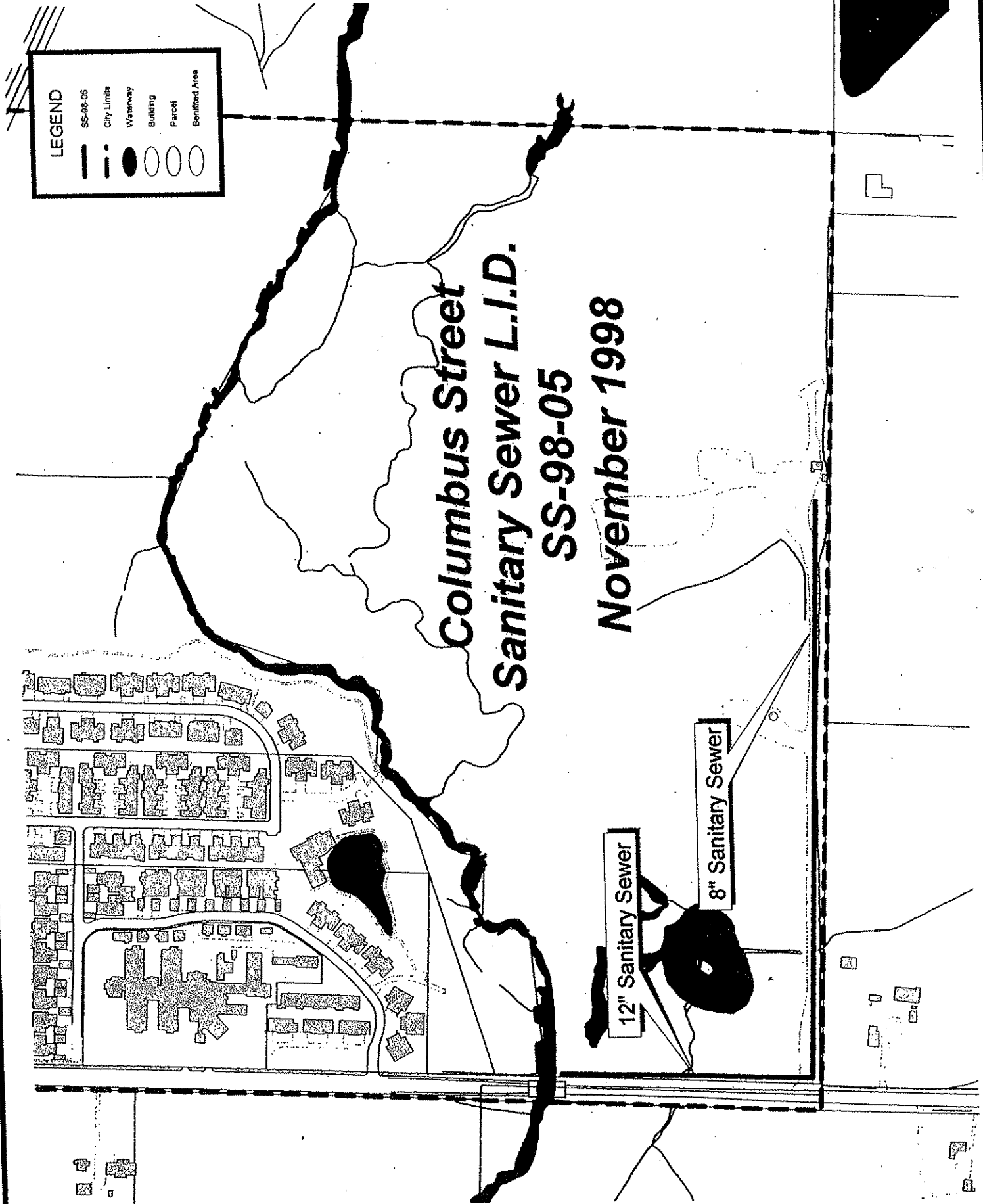
During this time, land to the west of Columbus Street has been annexed into the City, which affectively changes the premise of the original LID boundary and the land within the annexation area should pay for a share of the cost to construct the Columbus Street sewer. Due to the significant conceptual changes that have occurred in this area, it is now prudent to abandon the original LID. When it becomes timely, these sanitary sewer improvements may be constructed as either a private development driven project or though formation of a new LID project.

Budget Impact:

There is no current budget impact. It has been several years since any significant staff time has been expended and those costs were absorbed by the base budgets in past years. With no current staff time charges pending and because no design or construction work was performed for this project, there are no costs to assess. It is recommended that the base budgets that absorbed staff expenses in previous years retain those charges.

JMW:kw:prj

Attachments (2)



**Columbus Street
Sanitary Sewer L.I.D.
SS-98-05
November 1998**

12" Sanitary Sewer

8" Sanitary Sewer

RESOLUTION NO. _____

A RESOLUTION TO ABANDON PROCEEDINGS FOR THE CONSTRUCTION OF SANITARY SEWER IMPROVEMENTS ON PROPERTY LOCATED SOUTH OF OAK CREEK AND EAST OF COLUMBUS STREET, INITIATED AS SS-98-05, COLUMBUS STREET SANITARY SEWER LOCAL IMPROVEMENT DISTRICT (LID).

WHEREAS, the property owners representing 100 percent of the affected property have submitted a petition for sanitary sewer improvements and City Council directed staff to prepare an Initial Engineer's Report and Financial Investigation by Resolution No. 4051; and

WHEREAS, the Initial Engineer's Report and Financial Investigation were accepted by Resolution No. 4143; and

WHEREAS, a public hearing was held on July 28, 1999, and the Local Improvement District (LID) was formed by Resolution No. 4149; and

WHEREAS, no design or construction work has been done and the premise of a one parcel LID is no longer valid due to recent annexation of adjacent land into the City; and

WHEREAS, Subsection 15.04.180 of the Albany Municipal Code requires the City Council to abandon Local Improvement District proceedings after they have been initiated.

NOW, THEREFORE, BE IT RESOLVED that the Albany City Council is abandoning proceedings related to sanitary sewer improvements initiated as SS-98-05, Columbus Street Sanitary Sewer LID, to be in compliance with AMC Section 15.04.180.

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk



TO: Albany City Council

VIA: Wes Hare, City Manager
Diane Taniguchi-Dennis, P.E., Public Works Director *DSTD*

FROM: Mark W. Shepard, P.E., Assistant Public Works Director / City Engineer *MWS*
Jeff Blaine, P.E., Public Works Permitting and Development Services Engineer *JB*
Jeff Woodward, P.E., Civil Engineer *JW*

DATE: January 29, 2008, for the February 13, 2008, City Council Meeting

SUBJECT: ST-03-08, Grand Prairie Road Local Improvement District (LID)
Abandonment of LID Proceedings

- RELATES TO:
- A Safe City
 - Great Neighborhoods

Action Requested:

Staff requests that City Council approve the attached Resolution to abandon proceedings for the Grand Prairie Road Local Improvement District (LID) project.

Background:

This LID process was initiated in February 1999, but canceled in February 2001 after receiving high levels of remonstrance from developers and property owners concerned with assessments, levels of participation by both the City of Albany and Linn County, and canceling of a major adjacent development (Creskide Park) that was to construct a portion of the infrastructure improvements.

On February 25, 2004, Council passed Resolution No. 4944 directing staff to investigate interest in re-initiating the LID and prepare the Initial Engineer's Report and Financial Investigation. At that time three adjacent developments were proposed, along with a high level of interest from Linn County to participate in the project so it could be constructed to urban standards and the jurisdiction transferred from the County to the City between Waverly Drive and Interstate-5. The map of the proposed LID boundary is shown on Attachment A.

Discussion:

A series of negotiations ensued between the City and adjacent developments over the various scopes of responsibility for infrastructure improvements. The site previously proposed as Periwinkle Park Village was purchased and developed by the LDS Church, who negotiated full participation through construction of utility lines adjacent to the church property and beyond. The other properties elected to not participate at this time and pay connection charges at the time of their development.

Also during this time Linn County proposed to design the remaining improvements in-house as a cost savings measure. The County funded construction of the basic road and storm drain improvements with the City contributing approximately \$190,000 from the Street Capital and Restoration Fund for urban improvements. When adjacent property on the south side of Grand Prairie Road develops, the City will recover approximately \$154,000 for the street system and \$84,000 for the storm drain system, based on current connection charge rates.

The City further agreed to fund completion of the sanitary sewer and water system improvements to avoid future damage to the street as a condition of the County's participation. The City contributed approximately \$58,000 of sanitary sewer capital funds and \$100,000 of water capital funds for those improvements. When adjacent property on the south side of Grand Prairie Road develops, the City will recover approximately \$92,000 for the sewer system and \$52,000 for the water system, based on current connection charge rates.

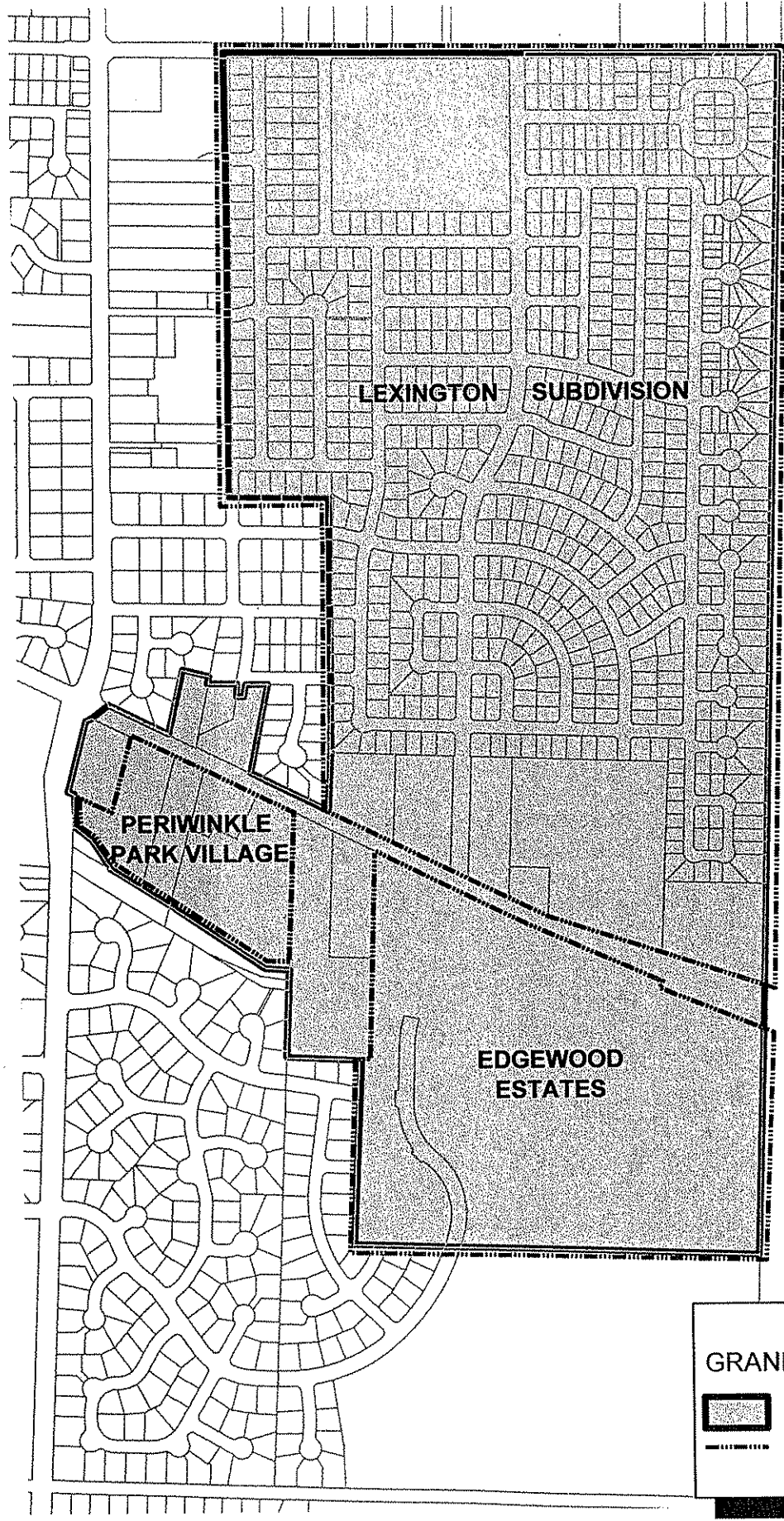
Through negotiation and participation by the LDS Church, Linn County, and the City of Albany, the project was successfully completed in the summer of 2007. Due to the alternative funding strategies and cooperation of the parties involved, it was not necessary to pursue the Initial Engineer's Report and Financial Investigation effort and the LID was not formed. There is no longer a need to maintain this LID project to assure construction and, pursuant to Albany Municipal Code Section 15.04.180, Abandonment of Proceedings, staff recommends that Council abandon this project.

Budget Impact:



There is no current budget impact. No significant staff time has been expended for nearly three years and the minimal amount of time taken to prepare the Council memos were absorbed by the base budgets in past years. With no current staff time charges pending and because the Initial Engineer's Report and Financial Investigation was not done, there are no costs to assess. It is recommended that the base budgets that absorbed staff expenses in previous years retain those charges.

JMW:kw

Attachments (2)



ST-03-08,
GRAND PRAIRIE ROAD LID

-  Possible Benefited Area
 -  Developments
- February 2004



RESOLUTION NO. _____

A RESOLUTION TO ABANDON PROCEEDINGS FOR THE CONSTRUCTION OF IMPROVEMENTS ON GRAND PRAIRIE ROAD, BETWEEN WAVERLY DRIVE AND INTERSTATE 5 (I-5), INITIATED AS ST-03-08, GRAND PRAIRIE ROAD LOCAL IMPROVEMENT DISTRICT (LID).

WHEREAS, conditions of annexation and/or development review criteria obligated fronting properties to participate in the construction of improvements on this section of Grand Prairie Road; and

WHEREAS, Petition for Improvements and Waiver of Remonstrance have been recorded representing 530 properties within the Lexington Subdivision, for improvements to be constructed on this section of Grand Prairie Road; and

WHEREAS, City Council directed staff to prepare an Initial Engineer's Report and Financial Investigation by Resolution No. 4944; and

WHEREAS, the public infrastructure improvements were constructed and alternatively funded by a combination of private development, City of Albany and Linn County funding; and

WHEREAS, Subsection 15.04.180 of the Albany Municipal Code requires the City Council to abandon Local Improvement District proceedings after they have been initiated.

NOW, THEREFORE, BE IT RESOLVED that the City Council is abandoning proceedings related to sanitary sewer improvements initiated as ST-03-08, Grand Prairie Road Local Improvement District (LID) to be in compliance with AMC Section 15.04.180.

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk



TO: Albany City Council

VIA: Wes Hare, City Manager
Diane Taniguchi-Dennis, Public Works Director DSTID

FROM: Mark Shepard, Assistant Public Works Director/City Engineer MWS
Chris Cerklewski, P.E., Civil Engineer II CLC

DATE: January 23, 2008, for the February 13, 2008, City Council Meeting

SUBJECT: Re-Authorization of Appropriation for ST-07-05 Pedestrian Island Installations

RELATES TO STRATEGIC PLAN THEME: ● A Safe City

Action Requested:

Staff requests Council adopt the resolution re-authorizing appropriations for the Pedestrian Island Installation project.

Discussion:

On February 28, 2007, Council authorized the Pedestrian Island Installation project and provided appropriation authority for the receipt of a \$65,000 ODOT grant and transfer of \$15,000 in matching cash from the Street Fund.

This project was added to the FY-06-07 budget, but no work or costs were expended on the project in FY 06-07. As staff recently prepared to begin work on this project it was discovered that the appropriation authority to carry the cost forward to FY 07-08 had been omitted from the FY 07-08 budget.

The attached resolution will re-authorize the project and allow staff to proceed with these safety improvements.

Budget Impact:

Revenue of \$65,000 will be added to the FY 08 budget and \$15,000 will be transferred from the Street Fund to provide for the required match.

BW:prj
Attachment (Resolution)

RESOLUTION NO. _____

A RESOLUTION ACCEPTING AN ODOT PEDESTRIAN/BICYCLE IMPROVEMENT GRANT FOR THE CONSTRUCTION OF FOUR PEDESTRIAN MEDIAN ISLANDS

WHEREAS, at the City Council meeting on June 28, 2006, the Albany City Council approved the submittal of a grant application to the Oregon department of Transportation in the amount of \$65,000 for the construction of pedestrian median islands; and

WHEREAS, conditions of obtaining this grant include a local match of \$15,000; and

WHEREAS, a receipt of these funds will allow the City to construct four pedestrian median islands throughout Albany to improve pedestrian safety.

WHEREAS, the Council on February 28, 2007 authorized the expenditure of these funds in the FY 07 budget; and

NOW, THEREFORE, BE IT RESOLVED that the City of Albany accepts this Pedestrian/Bicycle Improvement Grant in the amount of \$65,000 for the construction of four pedestrian median islands, approves the City of Albany's local match of \$15,000, and authorizes the Public Works Director to execute the agreements and conditions for their acceptance.

BE IT FURTHER RESOLVED that the following account numbers shall be applied to the grant:

ODOT Pedestrian/Bicycle Improvement Grant	Debit	Credit
State of Oregon (203-50-5052-42403)	\$65,000	
From Street Fund (250-50-5052-49019)	\$15,000	
ST-07-05 Pedestrian/Bicycle Improvements (203-50-5052-85017)		\$80,000
Capital Reserve (250-50-2700-90012)	\$15,000	
To Grants Fund (250-50-2700-91203)		\$15,000

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Kevin Kreitman, Fire Chief *KK*
DATE: February 1, 2008, for the February 13, 2008, City Council Meeting
SUBJECT: Fred Meyer Foundation and Joe's Sports & Outdoor Foundation Grant Applications
RELATES TO STRATEGIC PLAN THEME: ● A Safe City

Action Requested:

Approval from the City Council by resolution to apply for a \$7,500 grant from the Fred Meyer Foundation and a \$2,000 grant from Joe's Sports & Outdoor Foundation to provide funding for scholarships, materials, and supplies for the Fire Department's Safety Camp program.

Discussion:

The Fire Department promotes fire and life safety education through an annual summer Safety Camp for local children entering fourth, fifth, and sixth grades. The interest in Safety Camp has increased over the years to a point where the Fire Department now provides two weeklong camps each summer.

Through local business donations and General Fund funding, the Fire Department has been able to keep the cost of the camp to \$30 per camper and provide scholarships so that any child wanting to participate in Safety Camp can do so.

The continued increase in participants is a positive indicator of the success of the program, and we know that we are reaching a larger number of at-risk youth. However, the continued increase in participants is having a negative impact on our ability to continue to maintain an affordable camp and provide scholarships for everyone in need.

We hope through grant funding from the Fred Meyer Foundation and Joe's Sports & Outdoor Foundation that we can continue to provide an affordable, effective Safety Camp program and increase safety behavior in Albany's youth.

Budget Impact:

None

KK:ljh
Attachment

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FIRE DEPARTMENT TO APPLY FOR A \$7,500 GRANT FROM THE FRED MEYER FOUNDATION AND A \$2,000 GRANT FROM JOE'S SPORTS & OUTDOOR FOUNDATION TO PROVIDE FUNDING FOR SCHOLARSHIPS, MATERIALS, AND SUPPLIES FOR THE FIRE DEPARTMENT'S SAFETY CAMP PROGRAM.

WHEREAS, the Fire Department promotes fire and life safety education through its public education programs; and

WHEREAS, the Fire Department provides an annual summer Safety Camp for local children entering fourth, fifth, and sixth grades; and

WHEREAS, interest in Safety Camp has grown in attendance to a point where the Fire Department provides two camps each summer; and

WHEREAS, the cost per camper is \$30; and

WHEREAS, scholarships have been made available through donations from local businesses so that any child wanting to participate in Safety Camp can do so; and

WHEREAS, the continued increase in participants is having an impact on the ability to maintain an affordable camp and provide scholarships for everyone in need; and

WHEREAS, the Fred Meyer Foundation and Joe's Sports & Outdoor Foundation have grant programs which provide funding for important community programs that require no matching funds.

NOW, THEREFORE, BE IT RESOLVED the Albany City Council authorizes the Fire Department to apply for a \$7,500 grant from the Fred Meyer Foundation and a \$2,000 grant from Joe's Sports & Outdoor Foundation to provide funding for scholarships, materials, and supplies for the Fire Department's Safety Camp program.

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: *Edward Boyd*
Edward Boyd, Chief of Police
DATE: January 31, 2008, for February 13, 2008, City Council Meeting
SUBJECT: Limited On-Premises Sales, New Outlet Liquor License Application for Clemenza, Inc., D/B/A Clemenza's Italian-American Cafe, 236 SW 1st

Action Requested:

I recommend the Limited On-Premises Sales, New Outlet liquor license for Clemenza Inc., D/B/A Clemenza's Italian-American Café be approved.

Discussion:

Matt Bennett, on behalf of Clemenza, Inc., D/B/A Clemenza's Italian-American Café, has applied for a Limited On-Premises Sales, New Outlet liquor license. Based on a background and criminal history investigation through Albany Police Department records, I recommend approval of this request.

Budget Impact:

None.

MR



TO: Albany City Council

VIA: Wes Hare, City Manager
Dick Ebbert, Economic Development Director

FROM: Ted Frazier, Transit Programs Supervisor *TF*

DATE: February 6, 2008, for the February 13, 2008, City Council Meeting

SUBJECT: Request to Accept the ODOT 2007-2009 Biennium Discretionary Preventive Maintenance Grant for Albany Transit System, Linn-Benton Loop, and Albany Paratransit

RELATES TO STRATEGIC PLAN THEME:

- Great Neighborhoods
- An Effective Government

Action Requested:

Staff recommends that the City Council accept the 2007-2009 Biennium ODOT Public Transit Division Discretionary Grant agreement 24277 for preventive maintenance funds in the amount of \$13,460 for the City of Albany's three transportation services.

Discussion

At the July 27, 2007, City Council meeting, Council authorized staff to pursue an ODOT biennial discretionary grant for vehicle preventive maintenance funds to assist with the rising cost of vehicle maintenance. ODOT has authorized discretionary grant funding to help transportation agencies with preventive maintenance in order to preserve local government capital equipment.

Budget Impact:

This grant requires a 20 percent grant match (\$3,365). The City match will be paid for out of the three transportation budgets (ATS, Loop, and Paratransit), line item 65513, Vehicle Maintenance.

TF:ldh
Attachment

U:\Economic Development\Transit\Council Memos\m.ODOT.Accept.Dis.Grant.07-09.Preventive Maint.doc

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE 2007-2009 BIENNIUM OREGON DEPARTMENT OF TRANSPORTATION PUBLIC TRANSIT DIVISION DISCRETIONARY GRANT FOR PREVENTIVE MAINTENANCE FOR ALBANY TRANSIT SYSTEM, LINN-BENTON LOOP, AND ALBANY PARATRANSIT

WHEREAS, the Oregon Department of Transportation Public Transit Division has submitted the 2007-2009 biennium Discretionary Grant Agreement for preventive maintenance, State Grant Agreement Number 22277, in the amount of \$13,460; and

WHEREAS, the City has matching funds available in the vehicle maintenance line item of all three transportation programs; and

WHEREAS, with the rising cost of vehicle maintenance, these funds will assist in keeping our capital equipment in safe, reliable shape to ensure the public's confidence and to preserve the condition of the equipment; and

WHEREAS, Oregon Local Budget Law provides that expenditures in the year of receipt of grants, gifts, bequests, or devices transferred to the local government in trust for a specific purpose may be made after enactment of a resolution or ordinance authorizing the expenditure (ORS 294.326(3)); and

NOW, THEREFORE, BE IT RESOLVED that the City of Albany accepts this Oregon Department of Transportation Public Transit Division Discretionary Grant in the amount of \$13,460 for operating expenses and authorizes the Economic Development Director to execute the agreement and conditions for their acceptance; and

BE IT FURTHER RESOLVED that the following account numbers shall be applied to the grant:

	<u>Debit</u>	<u>Credit</u>
<u>Public Transit Fund: ATS, Loop, and CAR</u>		
<u>Resource</u>		
213-16-1106-42031, Oregon Department of Transportation	\$5,500	
213-16-1107-42031, Oregon Department of Transportation	\$5,500	
213-16-1108-42031, Oregon Department of Transportation	\$2,460	
<u>Requirement</u>		
213-16-1106-65513, Vehicle Maintenance		\$5,500
213-16-1107-65513, Vehicle Maintenance		\$5,500
213-16-1108-65513, Vehicle Maintenance		\$2,460

DATED AND EFFECTIVE THIS 13th DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk

PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

STATE GRANT AGREEMENT NO. 24277

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 City of Albany, hereinafter referred to as "Recipient." Recipient enters into this Agreement with State to secure financial assistance to complete the activities described in Exhibit A, hereinafter referred to as the "Project," attached hereto and by this reference made a part hereof.

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform. The State of Oregon acting through the Oregon Transportation Commission is authorized to enter into agreements and disburse funds for the purpose of supporting public transportation pursuant to ORS 184.670 to 184.733.
2. This Agreement is based upon, and is subject to, ORS, Oregon Administrative Rules (OAR), and Federal Transit Administration (FTA) regulations such as those contained in ORS 323.455, ORS 391.800 through 391.830 and FTA Circular 9040.1F including all associated references and citations. From time to time these laws, rules and regulations may be amended; and State reserves the right to amend this Agreement if it is affected. State will provide thirty days notice of impending changes and will prepare a supplemental agreement incorporating the changes to be executed by the parties.

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. Estimated total Project cost is \$16,825.00. Maximum allowable reimbursement shall be either 80% of allowable costs or \$13,460.00, whichever is less.
2. This Agreement shall begin on July 1, 2007 and shall expire, unless otherwise terminated, on June 30, 2009.
3. It is mutually agreed and understood by State and Recipient that Recipient may enter into an agreement with one or more additional entities (subrecipients) to complete the Project.
 - a. If subrecipients are to be used, Recipient agrees to do so only through a signed written agreement (subagreement). Subagreements shall incorporate and pass through all of the requirements of this Agreement to any subrecipient. Use of a subagreement does not

relieve the Recipient of its responsibilities to carry out the terms and conditions of this Agreement.

- b. Recipient also agrees to provide State with a copy of any signed subagreement within 30 days of execution. Any substantial breach of a term or condition of a subagreement by a subrecipient relating to funds covered by this Agreement must be reported by Recipient to State within 10 days of its being discovered.
- c. The use of subagreements shall not apply to procurements of goods and services supplied by subcontractors. Recipients and subrecipients shall follow procedures described in Section I, Recipient Obligations, paragraph A (2) of this Agreement for procurement contracts used to buy goods and services from subcontractors.
4. The following documents, Agreement Obligations and General Provisions, Exhibit A: Project Description and Budget, Exhibit B: Financial Information, Exhibit C: Discretionary Grant Reimbursement Invoice and Attachment 1 of Exhibit C - Reimbursement Request Form, are attached hereto and by this reference made a part of this Agreement. The following document is incorporated by reference: Fiscal Year 2007 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements and Federally Required and Other Model Contract Clauses. These certifications and assurances are used in connection with all Federal assistance programs administered by FTA during Federal Fiscal Year 2007. These certifications and assurances include all annual certifications required by 49 U.S.C. § 5311 Rural and Small Urban Areas.

SIGNATURE PAGE TO FOLLOW

Agreement Obligations and General Provisions

I. RECIPIENT OBLIGATIONS

A. General Requirements

- 1. Recipient shall conduct activities in accordance with Exhibit A, Project Description and Budget. Recipient shall notify State in writing of changes in the Project prior to performing any changes and will not perform any changes to the Project listed in Exhibit A without specific written approval from State.
2. Recipient shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with OAR Chapter 125 for the Oregon Department of Administrative Services and ORS and in conformance to FTA Circular 4220.1E, Third Party Contracting Requirements, ensuring that:
a. all applicable clauses required by Federal Statute, executive orders and their implementing regulations are included in each competitive procurement;
b. all procurement transactions are conducted in a manner providing full and open competition;
c. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements), and;
d. architectural and engineering procurements are based on Brooks Act procedures unless the State of Oregon has adopted a statute that governs such procurements.

Recipient is responsible for submission of any draft subagreements and contracts associated with this Agreement to State for review and approval. Best Practices Procurement Manual, a technical assistance prepared by the FTA, is available on the FTA website: www.fta.dot.gov

- 3. Recipient agrees to 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 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, which hereby are incorporated by reference. Without limiting the generality of the foregoing, Recipient 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.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year hereinafter written.

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a Project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On March 18, 2004 the Director approved Subdelegation Order No. 14, which delegates the authority to conduct the following day-to-day operations to the Public Transit Division Administrator:

Execute Oregon Transportation Commission intergovernmental agreements and grants for special payments to local governments and other non-profit units and operators of public transportation services for disbursement of state and federal funds for public transit programs. The Division Manager will maintain a listing of all intergovernmental agreements and grants and submit a quarterly report to the OTC.

City of Albany PO Box 490 Albany, Oregon 97321

Oregon Department of Transportation Public Transit Division 555 13th Street NE, Suite 3 Salem, Oregon 97301-4179

Signature (Legally designated representative) Michael R. Ward

Name (Printed or typed)

Title Date

Administrator

Date

Recipient's Legal Counsel (If required in local process only)

Name (printed or typed)

Title Date

ORS 656.126. Recipient shall ensure that each of its subcontractors complies with these requirements.

10. Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement.

11. Recipient's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

12. In accepting this Agreement, Recipient certifies that neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in the Agreement by any state or federal agency. Recipient must provide notice to State if at any time it learns that this certification is erroneous when submitted or if circumstances have changed (new personnel, indictments, convictions).

13. Recipient shall permit State, the Secretary of State, the Comptroller General of the United States, the US Department of Transportation, or their authorized representative, upon reasonable notice, to inspect all vehicles, real property, facilities, equipment purchased by the Recipient as part of the project, and/or transportation services rendered by Recipient, subcontract and/or any subcontractor acting on behalf of the Recipient. Recipient shall permit the above named persons to audit the books, records, and accounts of Recipient relating to the project.

14. Recipient may request that State purchase equipment on Recipient's behalf, and State may so purchase if mutually agreed to. Recipient shall complete all purchases of property or equipment prior to the expiration date of this Agreement. If local circumstances prevent the purchase by the specified date, at least 45 days prior to the expiration of the Agreement, the Recipient will notify State in writing of the delay and provide a reason for the delay. Contract amendment for time will be considered in extenuating circumstances.

15. Recipient shall bear the cost of insuring vehicles purchased under this Agreement based on a risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and protect equipment through the period of use. At a minimum, this shall include comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed, liability insurance of \$50,000 for property damage, \$200,000 for bodily

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4. Recipient shall maintain all required records for at least three years after State's final payment.

5. To receive reimbursement as described in Section II of this Agreement, Recipient shall submit quarterly progress reports. Reports shall include a detailed statement of revenues and expenditures for each quarter, including documentation of local match contributions. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

The reporting periods are based on the state fiscal year. Quarter 1 is July through September. Quarter 2 is October through December. Quarter 3 is January through March. Quarter 4 is April through June. Reports are due to State, Public Transit Division, 555 13th St. NE Suite 3, Salem OR 97301 no later than 45 days after the last day of the quarter.

6. Recipient shall defend, save and hold harmless the State of Oregon, including the Oregon Transportation Commission, State, and their members, officers, agents, and employees from all claims, suits, actions of whatsoever nature resulting from or arising out of the activities of Recipient or its subcontractors, agents or employees under this Agreement. Recipient shall not be required to indemnify State for any such liability arising out of negligent acts or omissions of the State of Oregon, its employees, or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

7. Notwithstanding the foregoing defense obligations under the paragraph above, neither Recipient nor any attorney engaged by Recipient 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 anytime at its election assume its own defense and settlement in the event that it determines that Recipient is prohibited from defending the State of Oregon, or that Recipient is not adequately defending the State of Oregon's interests, or that an important government 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 any claims it may have against Recipient if the State of Oregon elects to assume its own defense.

8. Recipient shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

9. All employers, including Recipient, that employ subject workers who 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

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costs incurred as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

C. Other Federal Requirements

One of the principles of contracting with Federal funds received indirectly from the FTA is recognition that, as a condition of receiving the funds, certain specific requirements must be met not only by the Recipient, but also by any subrecipients and contractors. To the extent applicable, Federal requirements extend to the third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier. The specific requirements for particular grant funds are found in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300 or accessing the FTA website: www.fta.dot.gov

The following is not a complete list of Federal requirements. Rather it is a summary of various primary requirements associated with the type of transaction covered by this Agreement and the type of funds described in Exhibit A.

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person in the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27, *Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance* which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.

Recipient shall comply with the following service provisions, as appropriate:

- a. Maintenance of accessible features
- b. Procedures to ensure lift availability
- c. Lift and securement use
- d. Announcements on vehicles of stops on fixed-route systems
- e. Vehicle identification system
- f. Service animals

injury per person, \$500,000 bodily injury per occasion, uninsured motorist protection, and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient shall include the Oregon Department of Transportation, Public Transit Division as "Additional Insured."

16. Recipient shall submit an annual vehicle inspection report to State. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports shall be submitted on forms covering required areas of inspection provided by State.

17. Any recipient of grant funds, pursuant to this Agreement with State, shall assume sole liability for that Recipient's breach of the conditions of this Agreement, and shall, upon Recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement, or if legal limitations apply to the indemnification ability of the recipient of grant funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

B. Audit Requirements

1. Recipients receiving Federal funds in excess of \$500,000 are subject to audit conducted in accordance with Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, And Non-profit Institutions*. Recipient, if affected by this requirement shall at Recipient's own expense, submit to State, Public Transit Division, 555 13th St. NE, Suite 3, Salem, OR 97301-4179, a copy of its A-133 annual audit covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subcontractor of Recipient responsible for the financial management of funds received under this Agreement
2. Recipients receiving less than \$500,000 in Federal funds shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th St. NE, Suite 3, Salem, OR 97301-4179, a copy of any annual audit covering the funds expended under this Agreement by Recipient or any subcontractor of Recipient receiving funds as a result of this Agreement, and a copy of the management letter and any report that accompanies the annual audit covering the funds expended under this Agreement.
3. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Oregon Secretary of State's Audits Division in response to allegations with respect to the funds expended under this Agreement. Recipient's liability for any costs incurred under this provision is not limited to the grant amount defined by the Terms of Agreement, and is binding whether or not the allegations are substantiated. It is also mutually agreed and understood that any audit

Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

8. Recipients, subrecipients and their contractors with safety sensitive employees (except maintenance contractors) shall comply with the drug and alcohol testing regulations as defined by *Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations* (49 CFR 655); and *Procedures of Transportation Workplace Drug and Alcohol Testing Programs* (49 CFR 40). Recipient agrees to comply with, and ensures the compliance of its employees, subrecipients, and contractors with information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552.

II. STATE OBLIGATIONS

- A. State shall reimburse eligible costs incurred in carrying out the Project subject to the amounts shown in the Terms of Agreement.
- B. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
- C. State reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning Recipient's activities. State reserves the right to reallocate any portion of the Agreement amount which State reasonably believes will not be used by Recipient within the Terms of Agreement.

III. GENERAL PROVISIONS

- A. This Agreement may be terminated by mutual written consent of both parties. State may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Recipient, or at such later date as may be established by State, under any of the following conditions.
 1. If Recipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof, or
 2. If Recipient 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 10 days or such longer period as State may authorize; or
 3. 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; or

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- g. Use of accessibility features
 - h. Public information / communication
 - i. Lift deployment at any designated stop
 - j. Service to persons using respirators or portable oxygen
 - k. Adequate time for boarding /deboarding
 - i. Training
3. Recipient has, or will have, the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. § 5311; and to implement and manage the Project.
 4. Recipient will correct any condition which State or FTA believes "creates a serious hazard of death or injury" in accordance with Section 22 of the Federal Transit Act as amended.
 5. Recipient will comply with the applicable provisions of 49 CFR 26 related to Disadvantaged Business Enterprises and report quarterly to State. Each contract Recipient signs with the contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of State-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Recipient deems appropriate.

6. Recipient has certified to State that it will comply with 49 CFR 604 in the provision of any charter service provided with equipment of facilities acquired with FTA assistance.
7. Recipient and contractors receiving in excess of \$100,000 in Federal funds must certify to State that they have not and will not use Federal funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement or any other Federal award. If non-federal funds have been used to support lobbying activities in connection with the Project Recipient shall complete Standard Form I.L.L., *Disclosure Form to Report Lobbying* and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure.

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F. 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.

4. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 5. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the activities described in Exhibit A of the Agreement are no longer allowable or no longer eligible for funding proposed by this Agreement; or
 6. The Project would not produce results commensurate with the further expenditure of funds; or
 7. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State; or
 8. The commencement, prosecution, or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, illegal, or
 9. Recipient is in default under any provision of this Agreement.
- B. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
- C. Recipient shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with generally accepted accounting principles, generally accepted governmental accounting standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. Recipient acknowledges and agrees that State, the Secretary of State's Office of the State of Oregon, the Federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
- D. This Agreement may be revised or amended by a supplemental written agreement between the parties and executed with the same formalities as this Agreement.
- E. 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.

Exclusions: Maintenance in this Grant Agreement will not include repairs resulting from motor vehicle accidents, or repairs charged to warranty or service agreements, or that are otherwise paid for in other grants or contracts. Maintenance reimbursed in this Grant Agreement is only for vehicles providing transportation services to the general public or special publics such as seniors and people with disabilities. This agreement does not allow maintenance for staff vehicles, vehicles used for business of the agency, or maintenance vehicles.

**EXHIBIT A
 PROJECT DESCRIPTION AND BUDGET**

Project Budget	Total Project	Local Share	Source of Local Match	Agreement Amount
Vehicle Preventive Maintenance	\$16,825	\$3,365	Local funds	\$13,460
TOTALS	\$16,825	\$3,365		\$13,460

Project Description/Scope of Work

The sole purpose of this Grant Agreement is to provide funding for the following projects.

Preventive Maintenance: This Grant Agreement provides maintenance funding on vehicles used to provide client or public transportation. Maintenance should be performed to ensure the fleet is maintained (per manufacturer's recommendations) in good condition and that vehicles may pass an annual inspection. Preventive maintenance includes the following: oil changes; tune-ups; tires and tire maintenance; annual vehicle inspections, scheduled or routine maintenance; and associated parts, supplies and labor. This category of project does not include the costs associated with major repairs and major component replacement (such as engine or transmission rebuilds or replacements).

Reporting Requirements: Recipient, by signing this Grant Agreement, will provide report information as prescribed by ODOT on these vehicle(s) as long as they remain in public transportation service. If a vehicle is transferred to another provider for public transportation, Recipient agrees to notify ODOT if useful life standard has been met and title has been released by ODOT. If ODOT retains title, Recipient must request permission to transfer a vehicle prior to its meeting federal useful life standards.

Invoice Requirements: Submit a cover letter or Exhibit C Invoice documenting the total expenses for the deliverables during the period covered. Recipient may list labor costs on Attachment 1 of Exhibit C, Sample Reimbursement Request Form. In-kind match is allowed for labor on maintenance and/or rehabilitation, if otherwise allowed and not used as a match for any other grant or contract.

If Recipient chooses to create or use an alternate form of invoice, all of the information contained in Attachment 1 of Exhibit C must be included. Whatever form is used, signature of the agency's designated representative is required.

All purchases and installations must be completed prior to the expiration date of this Grant Agreement. If an extension for time is required, a request must be received by ODOT at least 45 days prior to the expiration date.

EXHIBIT C
ODOT Public Transit Division
2005-2007 Fleet Preservation
Reimbursement Invoice

Agency: City of Albany FEIN (Federal tax ID No.): _____
 Agreement No. 24277 Fiscal Year: _____
 This Payment Covers: Quarter/Month(s): _____

Original Grant Amount	\$
Prior Payments	\$
Balance of Grant (Beginning of Quarter)	\$
Total Expenses this period	\$
Match (1)	\$
Source of Match:	
Other (Explain)	
Total Reimbursement:	\$
Balance of Grant (End of Quarter)	\$

- (1) Attach documentation of in-kind match.
 Contracting opportunities this period (2) \$
 Contracting opportunities to Disadvantaged Business Enterprise (DBE) firms (3) \$
 (2) Type and dollar amount of contracting opportunity entered into this period.
 (3) Type of opportunity and name of DBE firm(s).

I certify that this request is accurate and is not being billed in any other grant or contract:
 Authorized Agency Signature _____ Date _____

Type or Print Name of Authorized Agency Signature _____ Phone Number _____
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EXHIBIT B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) Circular A-133.

This grant is financed by the funding source as indicated below:

Federal Program Title Federal Funds Available through: 49 U.S.C. § 5311 Program	Total Federal Funding \$13,460.00
Federal Catalogue Number 20.509	
Federal Funding Agency U.S. Department of Transportation Federal Transit Administration Region X, Suite 3142 Federal Building 915 Second Avenue Seattle, WA 98174	State Funding Agency Oregon Department of Transportation Public Transit Division Mill Creek Building 555 13 th Street NE, Suite 3 Salem, OR 97301-4179

Attachment 1: Reimbursement Request – Preventive Maintenance

Provider Name	City of Albany	Date:		
Reimbursement Period				
Vehicle IDs (Last 5 digits of VIN # or agency assigned no.)	Brief Description of Maintenance	Quantity	Charge	Total Charges
Total Charges *				\$
Signature	Title	"I certify that this billing is accurate and that these charges are not being billed to any other grant and are not being reimbursed from any other source."		
* The total charges must match the amount requested on Exhibit "C"				



TO: Albany City Council

VIA: Wes Hare, City Manager
Dick Ebbert, Economic Development Director

FROM: Ted Frazier, Transit Programs Supervisor *TF*

DATE: February 6, 2008, for the February 13, 2008, City Council Meeting

SUBJECT: Request to Accept the ODOT 2007-2009 Biennium Discretionary Grant for the Linn-Benton Loop Operating Grant for Lebanon Run

RELATES TO STRATEGIC PLAN THEME: • Great Neighborhoods
 • An Effective Government

Action Requested:

Staff recommends that the City Council accept the 2007-2009 Biennium ODOT Public Transit Division Discretionary Grant agreement 24289 for operating expenses in the amount of \$151,700 for the Linn-Benton Loop Lebanon run and authorizes the Economic Development Director to sign on behalf of the City:

Discussion

At the July 27, 2007, City Council meeting, Council authorized staff to pursue ODOT biennial discretionary grant for operating funds to be used for the Linn-Benton Loop, Lebanon run.

The extension of the Linn-Benton Loop services between Lebanon, the LBCC Albany campus, and Corvallis will serve several needs including employment, medical, and education in the communities. It will also better link existing transportation services of the Albany Transit System, the Linn Shuttle, Albany Call-A-Ride, Corvallis Transit System, and Benton County Dial-A-Ride. The Rural Family Economic Success (RuFES) work group (under the umbrella of the Linn County Business Development Center) has specifically noted the lack of transportation services available to residents between East Linn County and Corvallis. It would specifically provide better linkage between the Linn-Benton Community College (LBCC) Centers in Lebanon and the main campus in Albany.

Budget Impact:

This grant requires a 50 percent match (\$75,850). The match will be paid for out of developed partnerships and the City of Albany. Reimbursement of these grant funds will not take place until Fiscal Year 2008-2009

TF:ldh
Attachment

U:\Economic Development\Transit\Council Memos\m.ODOT.Accept.DiscretionaryGrant.07-09.doc

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE 2007-2009 BIENNIUM OREGON DEPARTMENT OF TRANSPORTATION PUBLIC TRANSIT DIVISION DISCRETIONARY GRANT FOR LINN-BENTON LOOP OPERATING FUNDS.

WHEREAS, the Oregon Department of Transportation Public Transit Division has submitted the 2007-2009 biennium Discretionary Grant for operating funds, State Grant Agreement Number 24289, in the amount of \$151,700; and

WHEREAS, the City has matching funds available in the Linn-Benton Loop budget and will request other local agencies assist with matching funds; and

WHEREAS, the mission of the Linn-Benton Loop Transit System is to provide regional mobility for citizens within the service area designed by the participating member agencies; these operating funds will be used for an expansion to the existing Linn-Benton Loop; additionally grant funds have been awarded to purchase a 42-passenger bus for this run; the expansion of the Linn-Benton Loop service between Lebanon, the LBCC Albany campus, and Corvallis will serve needs including employment, medical, and education in the communities; and

WHEREAS, Oregon Local Budget Law provides that expenditures in the year of receipt of grants, gifts, bequests, or devices transferred to the local government in trust for a specific purpose may be made after enactment of a resolution or ordinance authorizing the expenditure (ORS 294.326(3)); and

WHEREAS, there will be no budget impact until Fiscal Year Budget 2008-2009.

NOW, THEREFORE, BE IT RESOLVED that the City of Albany accepts this Oregon Department of Transportation Public Transit Division Discretionary Grant in the amount of \$151,700 for operating expenses and authorize the Economic Development Director to execute the agreement and conditions for their acceptance.

BE IT FURTHER RESOLVED that the following account numbers shall be applied to the grant:

	<u>Debit</u>	<u>Credit</u>
<u>Public Transit Fund: Linn-Benton Loop</u>		
<u>Resources</u>		
213-16-1107-42031	\$151,700	
<u>Requirement</u>		
213-16-1107-51001		\$151,700

DATED AND EFFECTIVE THIS 13th DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk

PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

STATE GRANT AGREEMENT NO. 24289

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 Albany, Oregon** hereinafter referred to as "Recipient". Recipient enters into this Agreement with State to secure financial assistance to complete the activities described in Exhibit A, hereinafter referred to as the "Project", attached hereto and by this reference made a part hereof.

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform. The State of Oregon acting through the Oregon Transportation Commission is authorized to enter into agreements and disburse funds for the purpose of supporting public transportation pursuant to ORS 184.670 to 184.733.
2. This Agreement is based upon, and is subject to, ORS, Oregon Administrative Rules (OAR), and Federal Transit Administration (FTA) regulations such as those contained in ORS 323.455, ORS 391.800 through 391.830 and FTA Circular 9040.1F including all associated references and citations. From time to time these laws, rules and regulations may be amended; and State reserves the right to amend this Agreement if it is affected. State will provide thirty days notice of impending changes and will prepare a supplemental agreement incorporating the changes to be executed by the parties.

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. Estimated total Project cost is **\$151,700.00**. Maximum allowable reimbursement shall be either 50% of eligible costs as defined by Exhibit A: Project Description and Budget, or **\$75,850.00**, whichever is less.
2. This Agreement shall begin on July 1, 2007 and shall expire, unless otherwise terminated, on June 30, 2009.
3. The following documents, **Agreement Obligations and General Provisions, Exhibit A: Project Description and Budget and Exhibit B: Financial Information**, are attached hereto and by this reference made a part of this Agreement. The following document is incorporated by reference: **Fiscal Year 2007 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements**. These certifications and assurances are

used in connection with all Federal assistance programs administered by FTA during Federal Fiscal Year 2007. These certifications and assurances include all annual certifications required by 49 U.S.C. § 5316 Job Access/Reverse Commute program. The FTA Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300 or accessing the FTA website: www.fta.dot.gov.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year hereinafter written.

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On March 18, 2004 the Director approved Subdelegation Order No. 14, which delegates the authority to conduct the following day-to-day operations to the Public Transit Division Administrator:

Execute Oregon Transportation Commission intergovernmental agreements and grants for special payments to local governments and other non-profit units and operators of public transportation services for disbursement of state and federal funds for public transit programs. The Division Manager will maintain a listing of all intergovernmental agreements and grants and submit a quarterly report to the OTC.

The City of Albany
PO Box 490
Albany, OR 97321

Oregon Department of Transportation
Public Transit Division
555 13th Street NE, Suite 3
Salem, Oregon 97301-4179

Signature (Legally designated representative) _____ Michael R. Ward

Name (printed or typed) _____ Administrator
Title _____ Date _____

Recipient's Legal Counsel _____ Date _____
(If required in local process only)

Name (printed or typed) _____ Date _____
Title _____

5. To receive reimbursement as described in Section II of this Agreement, Recipient shall submit quarterly progress reports, unless an alternative reporting schedule is mutually agreed upon by Recipient and State. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

The reporting periods are based on the state fiscal year. Quarter 1 is July through September. Quarter 2 is October through December. Quarter 3 is January through March. Quarter 4 is April through June. Reports are due to State, Public Transit Division, 555 13th St. NE Suite 3, Salem OR 97301 no later than 45 days after the last day of the quarter.

6. Recipient shall defend, save and hold harmless the State of Oregon, including the Oregon Transportation Commission, State, and their members, officers, agents, and employees from all claims, suits, actions of whatsoever nature resulting from or arising out of the activities of Recipient or its subcontractors, agents or employees under this Agreement. Recipient shall not be required to indemnify State for any such liability arising out of negligent acts or omissions of the State of Oregon, its employees, or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

7. Notwithstanding the foregoing defense obligations under Paragraph 6, neither Recipient nor any attorney engaged by Recipient 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 anytime at its election assume its own defense and settlement in the event that it determines that Recipient is prohibited from defending the State of Oregon, or that Recipient is not adequately defending the State of Oregon's interests, or that an important government 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 any claims it may have against Recipient if the State of Oregon elects to assume its own defense.

8. Recipient shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes and state and federal income tax withholdings.

9. All employers, including Recipient, that employ subject workers who 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. Recipient shall ensure that each of its subcontractors complies with these requirements.

Agreement Obligations and General Provisions

I. RECIPIENT OBLIGATIONS

A. General Requirements

1. Recipient shall conduct activities in accordance with Exhibit A, Project Description and Budget. Recipient shall notify State in writing of changes in the Project prior to performing any changes and will not perform any changes to the Project listed in Exhibit A without specific written approval from State.

2. Recipient shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with OAR Chapter 125 for the Oregon Department of Administrative Services and ORS and in conformance to FTA Circular 4220.1E, *Third Party Contracting Requirements*, ensuring that:

- a. all applicable clauses required by Federal Statute, executive orders and their implementing regulations are included in each competitive procurement;
- b. all procurement transactions are conducted in a manner providing full and open competition;
- c. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
- d. architectural and engineering procurements are based on Brooks Act procedures unless the State of Oregon has adopted a statute that governs such procurements.

Recipient is responsible to obtain State approval of the procurement process prior to solicitation, which approval shall not be unreasonably held. *Best Practices Procurement Manual*, a technical assistance prepared by the FTA, is available on the FTA website: <http://www.fta.dot.gov>.

3. Recipient agrees to 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 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270, which hereby are incorporated by reference. Without limiting the generality of the foregoing, Recipient 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.

4. Recipient shall maintain all required records for at least three years after State's final payment.

C. Other Federal Requirements

One of the principles of contracting with Federal funds received indirectly from the FTA is recognition that, as a condition of receiving the funds, certain specific requirements must be met not only by the Recipient, but also by any subrecipients and contractors. To the extent applicable, Federal requirements extend to the third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier. The specific requirements for particular grant funds are found in the Master Agreement that is signed and attested to by State.

The following is not a complete list of Federal requirements. Rather it is a summary of various primary requirements associated with the type of transaction covered by this Agreement.

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27, *Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance* which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient has, or will have the necessary legal, financial, and managerial capacity to apply for, receive and disburse Federal assistance authorized for 49 U.S.C. § 5311; and to implement and manage the Project.
4. Recipient has, to the maximum extent feasible, coordinated with other transportation providers and users, including social service agencies authorized to purchase transit service.
5. Recipient has complied with the transit employee protective provisions of 49 U.S.C. § 5333(b).
6. Recipient will comply with applicable provisions of 49 CFR 605 pertaining to school transportation operations. "Tripper services" that are part of the routine schedule and are open to the general public are not considered to be school bus services.

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10. Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement.

11. Recipient's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising there from.

12. In accepting this Agreement, Recipient certifies that neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in the Agreement by any state or federal agency. Recipient must provide notice to State if at any time it learns that this certification is erroneous when submitted or if circumstances have changed (new personnel, indictments, convictions, etc.).

13. Any recipient of grant funds, pursuant to this Agreement with State, shall assume sole liability for that Recipient's breach of the conditions of this Agreement, and shall, upon Recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of grant funds, the indemnification amount shall be the maximum amount of funds available non-appropriated funds, up to the amount received under this Agreement.

B. Audit Requirements

1. Recipients receiving Federal funds in excess of \$500,000 are subject to audit conducted in accordance with Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, And Non-profit Institutions*. Recipient, if affected by this requirement shall at Recipient's own expense, submit to State, Public Transit Division, 555 13th St. NE, Suite 3, Salem, OR 97301-4179, a copy of the A-133 annual audit covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subcontractor of Recipient responsible for the financial management of funds received under this Agreement.
2. Recipients receiving less than \$500,000 in Federal funds shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th St. NE, Suite 3, Salem, OR 97301-4179, a copy of any annual audit covering the funds expended under this Agreement by Recipient or any subcontractor of Recipient receiving funds as a result of this Agreement; and a copy of the management letter and any report that accompanies the annual audit covering the funds expended under this Agreement.

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II. STATE OBLIGATIONS

- A. State shall reimburse eligible costs incurred in carrying out the Project subject to the amounts shown in the Terms of Agreement.
- B. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
- C. State reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning Recipient's activities. State reserves the right to reallocate any portion of the Agreement amount which State reasonably believes will not be used by Recipient within the Terms of Agreement.

III. GENERAL PROVISIONS

- A. Agreement may be terminated by mutual written consent of both parties. State may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Recipient, or at such later date as may be established by State, under any of the following conditions.
 1. If Recipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
 2. If Recipient 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 10 days or such longer period as State may authorize; or
 3. 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; or
 4. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 5. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the activities described in Exhibit A of the Agreement are no longer allowable or no longer eligible for funding proposed by this Agreement; or
 6. The Project would not produce results commensurate with the further expenditure of funds; or
 7. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State; or

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7. Recipient will correct any condition which State of FTA believes "creates a serious hazard of death or injury" in accordance with Section 22 of the Federal Transit Act, as amended.
8. Recipient will comply with the applicable provisions of 49 CFR 26 related to Disadvantaged Business Enterprises and report quarterly to State. Each contract Recipient signs with the contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subcontractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of State-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Recipient deems appropriate.
9. Recipient has certified to State that it will comply with 49 CFR 604 in the provision of any charter service provided with equipment of facilities acquired with FTA assistance.
10. Recipient and contractors receiving in excess of \$100,000 in Federal funds must certify to State that they have not and will not use Federal funds to pay for influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement or any other Federal award. If non-federal funds have been used to support lobbying activities in connection with the project Recipient shall complete Standard Form LLL, *Disclosure Form to Report Lobbying* and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.
11. Recipients, subcontractors and their contractors with safety sensitive employees (except maintenance contractors) shall comply with the drug and alcohol testing regulations as defined by *Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations* (49 CFR 655); and *Procedures of Transportation Workplace Drug and Alcohol Testing Programs* (49 CFR 40). Recipient agrees to comply with, and ensures the compliance of its employees, subcontractors and contractors with information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552.

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**EXHIBIT A
 PROJECT DESCRIPTION AND BUDGET**

Statement of Work

The purpose of this Agreement is to provide Job Access/Reverse Commute (JARC) program funding for Recipient to complete the following project: Provide a JARC transportation service, which is defined as a service designed to improve access to employment and employment related activities for welfare recipients and eligible low-income individuals and to transport residents of urbanized areas and nonurbanized areas to suburban employment opportunities.

To the extent possible, Recipient will coordinate the delivery of transportation services with other public and private transportation providers to enhance regional services and to avoid duplication of services.

Description of Service

The service to be provided under this Agreement is as follows:

The City of Albany will expand service on the Linn-Benton Loop to include the City of Lebanon with stops at the Lebanon Senior Center and the Linn-Benton Community College One-Stop Center providing a better link to employment sites.

The service will operate Monday through Friday from 6:30 a.m. to 6:35 p.m.. There will be eleven daily runs.

Recipient may amend the service design at any time in accordance with local demand, funding issues or other situation that requires service to be changed. Recipient will inform State if there is a change in the service funded by this Agreement.

Project Accounting, Match and Budget

Recipient may not count the same costs twice if they have multiple agreements for which these costs may be eligible. Depreciation of capital equipment funded from USDOT- or State-source grants is not an eligible expense.

Recipient will not use fares as match. Recipient will subtract fares from the gross operating expense of service. Administrative expenses directly incurred by the Recipient may be treated as an operating expense or may be added to the net operating cost to determine the net project cost. The required local match share will be subtracted from the net project expenses to determine the grant share of the project expense.

Estimated Project Expense for project period (07/01/2007through 06/30/2009)	
Administration	\$25,700.00
Operations:	
Labor and fringe	89,640.00
Insurance	540.00
Fuel	18,400

8. The commencement, prosecution or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, illegal; or
9. Recipient is in default under any provision of this Agreement.
- B. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.
- C. Recipient acknowledges and agrees that State, the Secretary of State's Office of the State of Oregon, the Federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for reasonable costs of copies is reimbursable by State.
- D. This Agreement may be revised or amended by a supplemental written agreement between the parties and executed with the same formalities as this Agreement.
- E. 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.
- F. 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.

EXHIBIT B
FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) Circular A-133.

This grant is financed by the funding source as indicated below:

Federal Program Title Federal Funds Available through: 49 U.S.C. 5316 Program	Grant Number: OR-37-00-10 Total Federal Funding \$75,850.00
Federal Catalogue Number: 20.516	
Federal Funding Agency U.S. Department of Transportation Federal Transit Administration Region X, Suite 3142 Federal Building 915 Second Avenue Seattle, WA 98174	State Funding Agency Oregon Department of Transportation Public Transit Division Mill Creek Building 555 13 th Street NE, Suite 3 Salem, OR 97301-4179

Other non-labor	Total Project	17,420.00 \$151,700.00
Estimated Project Revenue for project period (July 1, 2007 through June 30, 2009)		
Grant Funds awarded for project		\$75,850.00
Operating grant funds from other sources		\$0
Fares, tickets, passes		\$0
Special Transportation Formula Funds		\$0
General Fund		\$75,850.00
Total Project		\$151,700.00

Source and Amount of Matching Share	General Fund	\$75,850.00
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Service Goals and Reporting

The primary goal of the project is to increase the level of services offered to welfare recipients and eligible low-income individuals over the term of this Agreement. The success of the service will be measured by:

- Actual or estimated number of jobs that can be accessed as a result of the geographic area served or the times of day the service is provided.
- Actual or estimated number of rides (as measured by one-way trips) provided as a result of the JARC service.

Statistics:	FY 07-08	FY 08-09	TOTAL
Number of Jobs	19,000	20,000	39,000
Number of Rides			



TO: Albany City Council

VIA: Wes Hare, City Manager
Dick Ebbert, Economic Development Director

FROM: Ted Frazier, Transit Programs Supervisor *TF*

DATE: February 6, 2008, for the February 13, 2008, City Council Meeting

SUBJECT: Request to Accept the ODOT 2007-2009 Biennium Discretionary Grant for Reimbursement of Medicaid Non-Medical Transportation match funds.

RELATES TO STRATEGIC PLAN THEME:

- Great Neighborhoods
- An Effective Government

Action Requested:

Staff recommends that the City Council accept the Linn County Intergovernmental Agreement 2007-897 for the reimbursement of matching funds for Medicaid Non-Medical transportation services. This Grant is a 2007-2009 Biennium ODOT Public Transit Division Discretionary Grant passed through Linn County for distribution of funds.

Discussion

At the July 27, 2007, City Council meeting, the Council authorized staff to pursue ODOT biennial discretionary grant funds for to assist with the reimbursement of City match funds for Title XIX Non-Medical Transportation grant. The Oregon Department of Transportation, Transit Division has awarded a grant in the amount of \$12,830, funds to be passed through to Linn County STF.

Budget Impact:

There is no match requirement for this grant. Reimbursement will be distributed 50 percent (\$6,415) for fiscal year 2007-2008 and 50 percent (\$6,415) for fiscal year 2008-2009 to revenues line item 213-16-1108-42420.

TF:ldh
Attachment

U:\Economic Development\Transit\Council Memos\m.ODOT.Accept.Dis.Grant.07-09.CAR.Title XIX reim.doc

A RESOLUTION ACCEPTING THE LINN COUNTY SPECIAL TRANSPORTATION FUND INTERGOVERNMENTAL AGREEMENT FOR TITLE XIX MEDICAID NON-MEDICAL TRANSPORTATION GRANT MATCH REIMBURSEMENT FROM 2007-2009 ODOT DISCRETIONARY GRANT FUND PASSED DOWN TO THE COUNTY FOR DISTRIBUTION

WHEREAS, Linn County, STF is the executor of the 2007-09 biennium discretionary grant for Title XIX Medicaid Non-Medical reimbursement distributor, Intergovernmental Agreement Number 2007-897, in the amount of \$12,830; and

WHEREAS, there is no match requirements for this grant; and

WHEREAS, the reimbursement of these funds allows City matching funds to be used for operating expenses instead of match; and

WHEREAS, Oregon Local Budget Law provides that expenditures in the year of receipt of grants, gifts, bequests or devices transferred to the local government in trust for a specific purpose may be made after enactment of a resolution or ordinance authorizing the expenditure (ORS 294.326(3)).

NOW, THEREFORE, BE IT RESOLVED that the City of Albany accepts this Linn County STF Intergovernmental Agreement in the amount of \$6,415 with the remaining \$6,415 to be included in the 2008-2009 fiscal year Paratransit budget; and

BE IT FURTHER RESOLVED that the Albany City Council accepts these funds and authorizes the Economic Development Director to execute the agreement and conditions for their acceptance; and

BE IT FURTHER RESOLVED that the following account numbers shall be applied to the 2007-2008 adopted budget:

	<u>Debit</u>	<u>Credit</u>
<u>Public Transit Fund: Paratransit System</u>		
<u>Resource</u>		
213-16-1108-42420, Oregon Department of Transportation	\$6,415	
<u>Requirement</u>		
213-16-1108-62210, Senior Grant Matching Funds		\$6,415

DATED AND EFFECTIVE THIS 13th DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk

4. **Declaration of the nature of the contractual relationship:** Contractor agrees that Contractor is an independent Contractor and not an employee of or agent of the County. County shall not be responsible for any claims, demands or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.

5. **Workers Compensation Provisions:** Contractor shall obtain and at all times keep in effect Worker's Compensation insurance. Contractor represents to the County that it presently maintains coverage sufficient to meet the requirements of Oregon law by: City County Insurance Services Policy No. 07-WALB.

6. **Other insurance provisions:**

a. **Indemnification.** Each party to this Agreement shall defend, indemnify and hold harmless the other party and its officers, employees and agents from claims arising from:

- i. injury to any person or damage to property caused by the negligence or other wrongful acts or omissions of the other party, its officers, employees or agents; or
- ii. failure or refusal of one party to perform or fulfill its responsibilities under this Agreement or any law, through no fault of the other party. The obligations or rights under this section may not be delegated or assigned without the express consent of the County.

b. **General Liability.**

i. Contractor shall obtain and at all times keep in effect, liability insurance covering activities and operations of the Contractor. Such liability insurance shall meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300. Such requirements include the following limits:

- (1) \$50,000 to any claimant for any number of claims for damage to or destruction of property, including consequential damages, arising out of a single accident or occurrence;
- (2) \$100,000 to any claimant as general and special damages for all other claims arising out of a single accident or occurrence, unless those damages exceed \$100,000, in which case the claimant may recover additional special damages, but in no event shall the total award of special damages exceed \$100,000; and
- (3) \$500,000 for any number of claims arising out of a single accident or occurrence.

ii. Contractor shall name County, and its officers, employees, and agents as additional insureds on any activities being performed under the contract. Such insurance shall be evidenced by a Certificate of Insurance issued by an insurance company licensed to do business in the State of Oregon, containing a thirty (30) day Notice of Cancellation endorsement and shall be forwarded to County prior to commencement of the services.

iii. Contractor has obtained insurance required by Subsection (6) (b)(i) by Policy No. 07 LALB, written by City County Insurance Services.

c. **Professional Liability.** Contractor shall obtain and at all times keep in effect, any professional liability required by law, or, if not required by law, any professional liability insurance Contractor holds at the time of execution of this Agreement.

d. **Policy Changes.** In the event of unilateral cancellation or restriction by the insurance company of an insurance policy referred to in this paragraph, the Contractor shall immediately notify County orally and in writing within three (3) business days.

e. Contractor represents that it has obtained the insurance required by this Agreement.

7. **Other contractor duties:** Contractor further agrees to:

a. Comply with all applicable Federal and State statutes, rules and regulations, specifically including the following provisions of the Oregon Revised Statutes ("Public Contracts and Purchasing") which are incorporated by this reference in this Contract: ORS 279B.220, 279B.225, 279B.230, and 279B.235;

b. Not delegate the responsibility for providing services hereunder to any other individual or agency, except as may be provided for above; and

INTERGOVERNMENTAL AGREEMENT

(Resolution & Order No. 2007-597)

THIS AGREEMENT is made and entered into by and between the following parties:

LINN COUNTY, a political subdivision of the State of Oregon, (County), of P.O. Box 100, Albany, Oregon, 97321, and
CITY OF ALBANY, an Oregon municipal corporation, (Contractor), of P.O. Box 490, Albany, Oregon 97321, whose Federal Employer Identification No. is 93-6002114.

PROGRAM ABSTRACT: Provide Transportation Services

TOTAL CONTRACT SUM: an amount not to exceed \$12,830

The County requires the services described herein and desires that Contractor provide them. Contractor shall perform all necessary work in order to accomplish the services specified in consideration of the mutual agreements hereinafter set forth. IT IS AGREED:

1. **Term of Contract:** This Agreement shall be effective and services required hereunder shall commence on July 1, 2007, and shall terminate on June 30, 2008, except as provided by the termination and non-funding provisions set out below.

2. **Consideration:** As consideration for the performance of all terms and conditions set forth in this Contract, County promises to pay \$12,830 to Contractor, minus four percent (4%) for planning, contract management and technical assistance (consistent with OAR 732-005-0021(iii) and (iv)) to Cascades West Council of Governments, in the manner described State Grant Agreement No. 24255 (hereafter "Grant") attached as Exhibit A. Payment to Contractor is contingent upon County receiving funding from the State of Oregon for the services provided in this Contract. If payments to County are reduced by the State, payment to Contractor will be reduced on a pro-rata basis unless otherwise determined by the Linn County Board of Commissioners (upon recommendation by the Special Transportation Advisory Committee).

3. **Contractor Services:** Contractor agrees to perform the following services to the satisfaction of the County:

- a. Contractor agrees to use the money to provide call-a-ride services consistent with all of the requirements, duties and obligations in State Grant Agreement No. 24255 (hereafter "Grant") and Contractor's application for grant ("Grant Application"). Contractor agrees to continue to bill the Oregon Department of Human Services for the 60% portion. Contractor agrees to submit a request to Cascades West Council of Governments (hereafter "COG") for the 40% portion that COG will forward to ODOT each quarter. After receipt of a check from ODOT to Linn County, Linn County will forward payment to Contractor. Contractor agrees to submit appropriate and required documentation, as provided in this contract, Grant, Grant Application or as otherwise required by applicable law or rule.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in duplicate by the duly authorized persons whose signature appear below. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this agreement represents and warrants to have the authority to execute this agreement.

CITY OF ALBANY

Signature

Economic Development Director

Title

Date

BOARD OF COMMISSIONERS
FOR LINN COUNTY


Roger Nyquist, Chairman

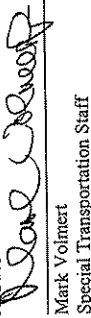
ABSENT

John K. Lindsey, Commissioner

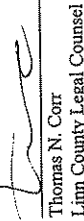

Cliff Wooten, Commissioner

Date
9/12/07

APPROVED AS TO CONTENT:


Mark Volmert
Special Transportation Staff

APPROVED AS TO FORM:


Thomas N. Corr
Linn County Legal Counsel

- c. To provide County with periodic reports to County at the frequency and with the information prescribed to be reported by County.
- 8. **Termination; for cause, non-funding, convenience:**
a. For Convenience. Either party may terminate this Contract without specifying any reason for termination by giving written notice of intent to terminate, in writing, mailed at least thirty (30) days before the intended termination date to the other party at the party's address given above. Such termination shall be without liability or penalty. No such termination shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
b. For Cause. It is further agreed that this Contract may be terminated by the County for either of the following causes by the mailing of written notice to the Contractor at Contractor's address given above, specifying the cause:
 - i. unsatisfactory performance or nonperformance. The Linn County Board of Commissioners is the sole judge of Contractor's unsatisfactory performance or nonperformance; or
 - ii. loss of available funding.
- 9. **Waiver:** The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
- 10. **Assignment:** The Contractor shall not assign this Agreement in whole or in part for any purpose without the express written consent from the County.
- 11. **Severability:** If any provision of this agreement shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.
- 12. **Entire agreement:** This agreement constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
- 13. **Governing law:** This agreement shall be governed and construed in accordance with the laws of the State of Oregon. Any claim, action, suit, or proceeding that arises from or relates to this agreement shall be brought in and conducted solely and exclusively within the circuit court of Linn County for the State of Oregon. Provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District court for the State of Oregon.
- 14. **Notices:** Any notice or other communication required or permitted to be given under this agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the addresses first set forth above. Any notice or other communication shall be deemed to be given at the expiration of forty-eight (48) hours after the deposit in the United States mail. The addresses to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other party as provided in this section.
- 15. **Other conditions:** Contractor agrees to comply with the Public Transit Division Agreement between ODOT and Linn County (ODOI Grant Agreement No. 24255) attached as Exhibit A. The Source of funding is the State portion of STF funds Disc. Grant under OAR 732-020-0005.
- 16. **Entire agreement:** This agreement, including Exhibit A, constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

STATE GRANT AGREEMENT NO. 24255

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 Linn County hereinafter referred to as "Recipient." Recipient enters into this Agreement with State to secure financial assistance to complete the activities described in Exhibit A, hereinafter referred to as the "Project," attached hereto and by this reference made a part hereof.

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government or other state agencies for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform. The State of Oregon acting through the Oregon Transportation Commission is authorized to enter into agreements and disburse funds for the purpose of supporting public transportation pursuant to ORS 184.670 to 184.733.
2. This Agreement is based upon, and is subject to, ORS, Oregon Administrative Rules (OAR), and Federal Transit Administration (FTA) regulations such as those contained in ORS 323.455, ORS 391.800 through 391.830 and FTA Circular 9070.1F including all associated references and citations. From time to time these laws, rules and regulations may be amended; and State reserves the right to amend this Agreement if it is affected. State will provide thirty days notice of impending changes and will prepare a supplemental agreement incorporating the changes to be executed by the parties.
3. The following documents, Agreement Obligations and General Provisions, Exhibit A: Project Description and Budget and Exhibit B: Financial Information are attached hereto and by this reference made a part of this Agreement.

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. Estimated total Project cost is \$49,343.00. Maximum allowable reimbursement shall be either 40% of allowable costs or \$19,737.00, whichever is less.
2. This grant has a 60% local matching requirement.
3. This Agreement shall begin on July 1, 2007 and shall expire, unless otherwise terminated, on June 30, 2009.

EXHIBIT A

Attached to IGA 2007-597

(State Grant Agreement No. 24255 approved by Resolution & Order No. 2007-599)

City of Albany

4. It is mutually agreed and understood by State and Recipient that Recipient may enter into an agreement with one or more additional entities (subrecipients) to complete the Project.

a. If subrecipients are to be used, Recipient agrees to do so only through a signed written agreement (subagreement). Subagreements shall incorporate and pass through all of the requirements of this Agreement to any subrecipient. Use of a subagreement does not relieve the Recipient of its responsibilities to carry out the terms and conditions of this Agreement.

b. Recipient also agrees to provide State with a copy of any signed subagreement within 30 days of execution. Any substantial breach of a term or condition of a subagreement by a subrecipient relating to funds covered by this Agreement must be reported by Recipient to State within 10 days of its being discovered.

c. The use of subagreements shall not apply to procurements of goods and services supplied by subcontractors. Recipients and subrecipients shall follow procedures described in Section 1, Recipient Obligations, Paragraph A(2) of this Agreement for procurement contracts used to buy goods and services from subcontractors.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties have set their hands as of the day and year hereinafter written.

The Oregon Transportation Commission on June 18, 2003, approved Delegation Order No. 2, which authorizes the Director to approve and execute agreements for day-to-day operations when the work is related to a project included in the Statewide Transportation Improvement Program or a line item in the biennial budget approved by the Commission.

On March 18, 2004 the Director approved Subdelegation Order No. 14, which delegates the authority to conduct the following day-to-day operations to the Public Transit Division Administrator:

Execute Oregon Transportation Commission intergovernmental agreements and grants for special payments to local governments and other non-profit units and operators of public transportation services for disbursement of state and federal funds for public transit programs. The Division Administrator will maintain a listing of all intergovernmental agreements and grants and submit a quarterly report to the OTC.

Linn County
PO Box 100
Albany, Oregon 97321

Oregon Department of Transportation
Public Transit Division
555 13th St. NE, Suite 3
Salem, Oregon 97301-4179

Signature (Legally designated representative) _____
Michael R. Ward

Roger Nequist, Chairman
Name (Printed or typed) _____

Board of Commissioners _____
Title _____ Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By _____
Assistant Attorney General (If Over \$100,000)

Thomas N. Corr
Name (Printed or typed) _____
Linn County Legal Counsel
Title _____ Date _____

Division, 555 13th Street NE, Suite 3, Salem OR 97301, no later than 45 days after the last day of the quarter or on a schedule agreed upon by both Recipient and State.

6. Recipient shall submit documentation to Public Transit Division to request payment for all qualifying expenses. The documentation must include:

- a. A letter that includes:
 - 1) The total of the costs submitted for payment,
 - 2) The five (5) digit State agreement number associated with request,
 - 3) The source of matching funds.

7. Recipient shall defend, save and hold harmless the State of Oregon, including the Oregon Transportation Commission, State, and their members, officers, agents, and employees from all claims, suits, actions of whatsoever nature resulting from or arising out of the activities of Recipient or its subcontractors, agents or employees under this Agreement. Recipient shall not be required to indemnify State for any such liability arising out of negligent acts or omissions of the State of Oregon, its employees, or representatives. This provision is subject to the limitations, if applicable, set forth in Article XI, Section 10 of the Oregon Constitution and in the Oregon Tort Claims Act, ORS 30.260 to 30.300.

8. Notwithstanding the foregoing defense obligations under the paragraph above, neither Recipient nor any attorney engaged by Recipient 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 anytime at its election assume its own defense and settlement in the event that it determines that Recipient is prohibited from defending the State of Oregon, or that an important not adequately defending the State of Oregon's interests, or that an important government 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 any claims it may have against Recipient if the State of Oregon elects to assume its own defense.

9. Recipient shall perform the services under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement, including but not limited to retirement contributions, workers' compensation, unemployment taxes, and state and federal income tax withholdings.

10. All employers, including Recipient, that employ subject workers who under this Agreement in the State of Oregon shall comply with ORS 636.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Recipient shall ensure that each of its subcontractors complies with these requirements.

Agreement Obligations and General Provisions

1. RECIPIENT OBLIGATIONS

A. General Requirements

1. Recipient shall conduct activities in accordance with Exhibit A, Project Description and Budget. Recipient shall notify State in writing of changes in the Project prior to performing any changes and will not perform any changes to the Project without specific written approval from State, which approval shall not be unreasonably held.

2. Recipient shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with OAR Chapter 125 for the Oregon Department of Administrative Services and ORS.

a. Procurements of rolling stock, facilities and personal services at any dollar and all procurements greater than \$75,000 threshold shall be subject to State approval prior to solicitation.

b. Recipient is responsible to obtain State approval of the procurement process prior to solicitation, which approval shall not be unreasonably held.

3. Recipient 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 279B.220, 279B.225, 279B.230, 279B.235 and 279B.270 incorporated herein by reference and made a part hereof; Without limiting the generality of the foregoing, Recipient 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.

4. Recipient shall permit State, the Secretary of State, or their authorized representative, upon reasonable notice, to inspect all vehicles, real property, facilities, equipment purchased by the recipient as part of the project, and/or transportation services rendered by recipient, subrecipient and/or any subcontractor acting on behalf of the recipient.

5. Recipient shall submit quarterly progress and financial reports, unless an alternative reporting schedule is mutually agreed upon by Recipient and State. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

The reporting periods are based on the state fiscal year. Quarter 1 is July through September. Quarter 2 is October through December. Quarter 3 is January through March. Quarter 4 is April through June. Reports are due to State, Public Transit

- B. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
- C. State reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning Recipient's activities. State reserves the right to reallocate any portion of the Agreement amount which State reasonably believes will not be used by Recipient within the Terms of Agreement.

III. GENERAL PROVISIONS

A. This Agreement may be terminated by mutual written consent of both parties. State may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Recipient, or at such later date as may be established by State, under any of the following conditions.

1. If Recipient fails to provide services called for by this Agreement within the time specified herein or any extension thereof; or
2. If Recipient 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 10 days or such longer period as State may authorize; or
3. 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; or
4. The requisite local funding to continue the Project becomes unavailable to Recipient; or
5. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the activities described in Exhibit A of the Agreement are no longer allowable or no longer eligible for funding proposed by this Agreement; or
6. The Project would not produce results commensurate with the further expenditure of funds; or
7. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State; or
8. The commencement, prosecution, or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, illegal; or
9. Recipient is in default under any provision of this Agreement.

11. Recipient's officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement of any benefit arising therefrom.
12. Any recipient of grant funds, pursuant to this Agreement with State, shall assume sole liability for that Recipient's breach of the conditions of the Agreement, and shall, upon Recipient's breach of such conditions, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the recipient of grant funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.

B. Audit Requirements

1. Recipients shall submit to State of any annual audit covering the funds expended under this Agreement by Recipient or subrecipient receiving funds as a result of this Agreement; and a copy of the management letter, any report and appendices that accompany the annual audit covering the funds expended under this Agreement. The audit report shall be submitted in its entirety at the Recipient's own expense to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, OR 97301-4179. Audit reports for subcontractors shall be available upon request.
2. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Oregon Secretary of State's Audits Division in response to allegations with respect to the funds expended under this Agreement. Recipient's liability for any costs incurred under this provision is not limited to the grant amount defined by the Terms of Agreement, and is binding whether or not the allegations are substantiated. It is also mutually agreed and understood that any audit costs incurred as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

II. STATE OBLIGATIONS

- A. State shall reimburse 40% of eligible costs incurred in carrying out the Project subject to the amounts shown in the Terms of Agreement. Eligible costs are the reasonable and necessary costs incurred by the Recipient or subrecipient in completing the Project as defined by Exhibit A and that are not excluded from reimbursement by State, either by the Agreement or by exclusion as a result of financial review or audit. Expenses that are ineligible include expenses associated with lobbying, personal expenses and expenses not directly associated with the Project or that are incurred inappropriately, e.g., failure to follow the terms of the Agreement when procuring goods and services.

EXHIBIT A

PROJECT DESCRIPTION AND BUDGET

Project Purpose

The purpose of this Agreement is to provide funding for Recipient to complete the following project:

Provide the approximate 40% matching share required for waived non-medical transportation services provided by the Recipient, or its subrecipients, under contract to the Oregon Department of Human Services (DHS). The Recipient contributes the required local non-federal matching share, which is eligible for reimbursement under this Agreement. The funds paid to Recipient, or its subrecipients, by DHS are federal Title 19 (Medicaid), and are the match to this Agreement.

Project Reporting

For projects providing transportation services to eligible seniors and people with disabilities, Recipient is responsible to pay to DHS the local matching share at the time payment is requested from DHS.

To request reimbursement of the local matching share from ODOT, Recipient will submit an invoice to ODOT and will attach a copy of the standard payment request form submitted to DHS. Recipient may request reimbursement from ODOT on a monthly or quarterly basis.

Additional reporting requirements may be requested by ODOT as needed by ODOT or DHS to determine specific details of the project and to analyze the effectiveness of the project.

Estimated Project Budget

The share paid by Recipient is approximately 40% of the total cost of each trip provided; this rate is adjusted by DHS on a regular basis.

Project Purpose	Grant Share	Local Match: Federal Title 19 (Medicaid)	Total Project Cost
For City of Albany	\$12,830	\$19,245	\$32,075
For City of Lebanon	\$6,907	\$10,361	\$17,268
TOTAL	\$19,737.00	\$29,606.00	\$49,343.00

B. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the parties prior to termination.

C. Recipient shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with generally accepted accounting principles, generally accepted governmental accounting standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. Recipient acknowledges and agrees that State, the Secretary of State's Office of the State of Oregon, the Federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.

D. This Agreement may be revised or amended by a supplemental written agreement between the parties and executed with the same formalities as this Agreement.

E. 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.

F. 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.

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) Circular A-133.

This grant is financed by the funding source as indicated below:

State Program Title:

State funds available through ORS 323.455 and ORS 391.800 through ORS 390.830. Special Transportation Discretionary Fund.

State Grant Number:
24255

Total State Funding:
\$19,737.00

State Funding Agency:
Oregon Department of Transportation
Public Transit Division
Mill Creek Building
555 13th Street NE, Suite 3
Salem OR 97301-4179

RESOLUTION NO. _____

A RESOLUTION APPOINTING MUNICIPAL COURT JUDGE PRO TEMS

WHEREAS, an active pool of pro tem judges shall be maintained so that the work for the Municipal Court will not be interrupted when the Judge is absent from his position; and

WHEREAS, Section 3a of the contract between the City of Albany and Judge Robert T. Scott specifies that he shall submit to the City Council the names of persons whom he wishes to nominate as pro tem judges for the duration of a new contract; and these persons shall be members of the Oregon State Bar and in good standing.

NOW, THEREFORE, BE IT RESOLVED that the following persons are hereby appointed as Judge Pro Tems for the Albany Municipal Court of the City of Albany, Oregon:

- Doug Moore
- Gary Norman
- Mark Taleff
- Paul Kuebrich
- Mark Donahue

BE IT FURTHER RESOLVED that Resolution No. 5836 is hereby repealed.

DATED AND EFFECTIVE THIS 13TH DAY OF FEBRUARY 2008.

Council President

ATTEST:

City Clerk



TO: Albany City Council

VIA: Wes Hare, City Manager
Diane Taniguchi-Dennis, P.E., Public Works Director *DTD*

FROM: Mark A. Yeager, P.E., Utility Services Manager
Peter Harr, P.E., Civil Engineer III

DATE: February 6, 2008, for the February 13, 2008, City Council Meeting

SUBJECT: SS-07-04, North Albany Lift Station
Property Acquisition, 110 Hickory Street, NW

Action Requested:

Staff requests that Council authorize the City Manager to execute such agreements as are customary and necessary for the acquisition of a portion of Linn County Assessor's Tax Lot No. 900, Map No. 11-30W-6CB, located at 110 NW Hickory Street. This acquisition is required in order to replace and expand the existing North Albany lift station and construct a new lift station in its place. The location of the property is shown in Exhibit "A" on the attachment hereto.

Background:

At the April 9, 2007, Council Work Session, staff presented to Council an overview of lift station improvements, which included the existing North Albany station. Staff recommended replacement of the existing station with a new one, in order to meet both current and future needs of this service area. This new station, together with the planned expansion of the Oak Creek lift station and force main, would address capacity limitations in the riverfront interceptor that result in wet weather overflows during peak storm events. Council concurred with this recommendation.

Replacement of the North Albany lift station is related to, and a companion of, the current Wastewater Treatment Plant Expansion project, as it pertains to meeting the DEQ Stipulated Order concerning reduction of wastewater collection system overflows.

Discussion:

Since the April 9, 2007, Council Work Session, preliminary engineering of the new lift station has been completed, and final design is now underway. The overall engineering effort identified the need to acquire additional property, adjacent to the current lift station site, as shown in Exhibit "A." During the last several months, staff has been in contact with the adjacent property owners, who have indicated a willingness to sell a portion of their existing parcel, as identified in Exhibit "A." An appraisal for this area completed in October 2007 by Duncan & Brown Real Estate Analysts of Eugene, determined an estimated value of the 2,089 square-foot acquisition to be \$26,300.

In a subsequent meeting, the owners felt that this appraisal is somewhat low and not entirely reflective of current commercial sales in this rapidly developing area. Consequently, these owners countered with an offer of \$30,000. Although about 10-percent higher than the appraised fair market value, staff and the City Attorney recommend purchase of the property to expedite the project and complete the transaction between the City and willing sellers. If Council concurs, the acquisition process will involve making a property line adjustment to add the acquired area to the City's current property where the existing lift station is located.

Budget Impact:

Approval of this request will result in an expenditure of \$30,000 to purchase the real property described in Exhibit A and payment of related title fees, recording costs, and final surveying costs. Including these related costs, total acquisition is estimated to cost \$33,000. This expenditure is part of a planned capital project expenditure for SS-07-04, North Albany Lift Station from funding source 601-50-2507-87003.

PEH:kw

Attachment

EXHIBIT A





TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Ed Hodney, Parks and Recreation Director
DATE: February 6, 2008 for the February 13, 2008 City Council Meeting
SUBJECT: Increase in Contract Amount for Construction of 53rd Avenue Park
RELATES TO STRATEGIC PLAN THEME: • Great Neighborhoods

Action Requested:

Staff requests that the City Council authorize an increase of \$67,510.00 (28.2%) to the construction contract awarded originally on May 23, 2007 to Custom Sprinkling Specialist, Inc.

Discussion:

Subsequent to the award of the original contract (\$239,349.25) to Custom Sprinkling Specialist, Inc., two events occurred that significantly increased the cost of this project. A Conditional Use Permit was issued for the project by the Planning Commission, imposing two conditions that required design changes and additional construction costs. Electrical service and park lighting were added to supplement existing street lighting around the park. An off-street parking area, including a new wheelchair ramp, was added to accommodate two vehicles. The cost of these additions was \$9,300.00.

Also after the award of contract, the City was notified that a portion of the site was considered to be protected wetland. The wetland was delineated and the impact was mitigated with the purchase of wetland bank credits. The required permits were issued to the City during the summer. To minimize the amount of wetland credit the City had to purchase, the park was redesigned to avoid the alteration of all but a small portion of the delineated wetland area. This redesign required that a larger amount of soil be hauled away, rather than spreading it on the site as originally intended. The additional cost related to wetland avoidance was \$41,810.00.

The change orders related to wetland avoidance and Conditional Use Permit account for \$51,110.00 of the total \$67,510.00. The remaining change orders total \$16,400.00 (6.9% of original contract).

Staff requests that the City Council authorize an amended contract amount of \$306,859.00, an increase of 28.2% over the original contract amount of \$239,349.25.

Budget Impact:

These additional project costs will be funded from the Parks SDC Projects fund (202-35-1500).

EH/th
Attachment

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53rd Avenue Park Construction

	Original Construction Contract	Change Order Amount	Totals	Notes
	239,349.00	239,349.00	239,349.00	
1	Change Order (install 2" double check valve)	1,500.00		
2	Change Order (install (26) 4" sleeves under walks)	2,400.00		
3	Change Order (remove 600 yds. topsoil)	10,800.00		Required by design changes related to wetland permitting
4	Change Order (remove 650 yds. topsoil)	9,100.00		Required by design changes related to wetland permitting
5	Change Order (install steel pedestal for irrigation)	1,500.00		
6	Change Order (Change concrete depth to 6" for entrances)	1,500.00		
7	Change Order (Install off-street accessible parking and wheelchair ramp)	4,800.00		Required by CUP
8	Change Order (install concrete pad for portable toilet)	2,500.00		
9	Change Order (install electrical conduit)	4,500.00		Required by CUP
10	Change Order (weather related erosion control costs)	5,000.00		Required by design changes related to wetland permitting
11	Change Order (concrete pad for picnic tables)	5,000.00		
12	Change Order (wood screen for restroom)	2,000.00		
13	Change Order (addtl 57 linear ft. of concrete @ playground)	2,280.00		Required by design changes related to wetland permitting
14	Change Order (maintaining wetland/erosion control fencing)	900.00		Required by design changes related to wetland permitting
15	Change Order (addtl 121 yd wood chips for playground)	9,680.00		Required by design changes related to wetland permitting
16	Change Order (600 addtl sq. ft. of concrete @ jr. ballcourt)	4,050.00		Required by design changes related to wetland permitting
	TOTAL	67,510.00	67,510.00	
			306,859.00	Increase of 28.2% over original contract



TO: Albany City Council
VIA: Wes Hare, City Manager
Dick Ebbert, Economic Development Director
FROM: Ted Frazier, Transit Programs Supervisor *TF*
DATE: January 15, 2008, for the February 13, 2008, City Council Meeting
SUBJECT: Increase FTE of a 0.91 Regular, Part-Time Transit Operator Position
RELATES TO STRATEGIC PLAN THEME: • An Effective Government

Action Requested:

Increase the FTE of the 0.91 regular, part-time Transit Operator position to 1.00 FTE effective January 1, 2008.

Discussion:

By changing this Transit Operator position to regular, full-time, the transit function will be able to bring the cleaning, fueling, and general service to the buses back to proper levels.

Since the start of an additional Loop run in the mornings to accommodate LBCC and OSU students which is funded with additional 5311 funds, there has been a void to the level of service needed to keep the buses properly cleaned, fueled, and generally maintained due to using this time to provide a Transit Operator to provide the additional Loop morning run.

Budget Impact:

Albany Transit System budget (213-16-1106): Increase Wages & Salary (51001) by \$1,200 and Employer Paid Benefits (56001) by \$600 from February 1, 2008 through the end of the fiscal year.

TF:ldh

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TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Marilyn Smith, Management Assistant/Public Information Officer *mms*
DATE: January 16, 2008, for the February 13, 2008, City Council Meeting
SUBJECT: Code Enforcement Team Second Quarter Report, Fiscal Year 2007-2008

RELATES TO STRATEGIC PLAN THEME:

- Great Neighborhoods
- A Safe City
- An Effective Government

With this midyear report, we have begun to pare the case list down to complaints that truly require a multi-departmental effort to resolve the problem – the original mission of the Code Enforcement Team. We continue to route straightforward reports of junk, trash, abandoned or derelict vehicles, and similar nuisance conditions to the Police Department Community Resource Unit, where they are handled and tracked separately.

Increasingly, we field complaints about unsightly properties, messy yards, and primarily cosmetic property maintenance lapses. Our codes don't address these situations, which are frequently a reflection of economics or lifestyle. I often thank the complainant for having high standards and caring about their community.

The team continues to monitor remodeling underway at Helping Hands homeless shelter. The shelter signed an agreement with the City in October 2007 to complete the remodeling and discontinue allowing guests to sleep in the main dining room by February 15, 2008. Project Manager Jim Preston contacted Deputy Fire Marshal Bob Brooks on January 11 to let him know that the project is one to two months behind schedule due to delays in erecting steel for the roof.

Here is the summary of activity the second quarter of the year:

1. 725 Main Street SE – Junk in the driveway. Occupant cited into Municipal Court; failed to appear, warrant issued. **Status: Open.**
2. 135 Onyx Street NE (received September 14, 2007) – Report of “sky-high” piles of trash and household garbage, derelict vehicles, and people living in an RV. **Status: Open.**
3. 2105 Hill Street SE (received September 11, 2007) – Report of excessive vehicles, parking on the lawn. Police report some progress. **Status: Open.**
4. 1555 Oak Street SE/1605 Oak Street SE (received October 18, 2007) – Report of junk left behind in abandoned homeless camp in brush on adjacent vacant parcels. Brush removed from north parcel; clean-up attempted but incomplete on south parcel. **Status: Open.**
5. 1515 Lafayette Street SE (received October 2, 2007) – Neighbors reported this abandoned house as “falling down,” attracting transients, unkempt lawn, piles of junk. No violations found, but City Attorney sent a letter to the owners advising them that the property is becoming a nuisance. **Status: Monitor.**
6. 3010 Lansing Avenue SE (received July 31, 2007) – Junk and trash. Most has been cleaned up; some follow-up needed. **Status: Open.**
7. 3083 Highway 20 NW (received January 4, 2007) – Assorted derelict vehicles, blown down fence, major appliances. The property was abandoned following a drug raid; the City of Corvallis is pursuing foreclosure through the drug property forfeiture statute. **Status: Open.**

8. 2225 Oak Street SE (received December 22, 2006) – House damaged by fire and abandoned; unsecured. Numerous attempts to contact owner were unsuccessful. Building determined that the house is a dangerous building and posted a notice and order for the house to be repaired or demolished. Deadline: March 7, 2008. Owner contacted Assistant Building Official Melanie Adams on January 11 after receiving the notice & order via certified mail. She reports he said he hadn't been living there for the past two years, expressed considerable surprise, and said he had no idea that the house had burned. He thought the City or the County or a mortgage company had taken over ownership of the property long ago. **Status: Open.**
9. 1250 Shortridge Street SE (original complaint in 2004; reopened complaint February 28, 2007) – Property owner living in a storage building without sanitation or other utilities; accumulated junk and trash. Building Division has issued a notice and order under the property maintenance/dangerous buildings code; inspector is working closely with the property owner. Code Enforcement has provided two 20-yard dumpsters that the property owner filled. Property owner continues cleanup. Quantity of junk/trash items is slowly diminishing and significant brush has been recently cleared. **Status: Open.**
10. 3476 Bernard Avenue NE (received November 14, 2006) – Property owner has been cited for keeping junk and trash. **Status: Ongoing.**
11. 1839 Queen Avenue SE (received October 16, 2006) – Household garbage being stored in a shed. **Status: Open.**
12. 629 Fulton Street SE (received August 10, 2006) – Yard full of cars. Letter sent with dates for compliance. **Status: Open.**
13. 240 Second Avenue SW (ham radio tower installed without permits on top of old City Hall) (received December 2005) – Property owner's request for the tower was denied by Landmarks Advisory Commission on October 3, 2007. Owner said he would remove the tower during good weather; it's still there. **Status: Open.**
14. 2030 Geary Street SE (received September 12, 2006) – Chronic case of junk and trash and residence in disrepair and perpetual state of remodeling. No new information. **Status: Open.**
15. 1834 Fourth Avenue SE (received March 14, 2007) – Trash, inoperable cars, car full of trash on the lawn. Referred to Police. Property was the site of narcotics raid in the spring; is now for sale. **Status: Open.**
16. 1843 Queen Avenue SE (received October 20, 2006) – Continuing problem with occupant storing household garbage outside. Referred to Police. **Status: Open.**
17. 1217 Sherwood Place NW (received April 24, 2007) – Junk vehicles, derelict motor home. Police have contacted property owners many times and report progress. **Status: Open.**
18. 2015 Jackson Street SE (reported March 12, 2007) – House left vacant; furniture and other belongings left in the yard. Property has been cleaned up. **Status: Closed.**
19. 3110 Pine Street SE (received July 6, 2007) – Report of junk accumulating and people living in motor homes. Warning issued; motor home report unfounded. **Status: Closed.**
20. 950 Airport Road SE, # 44 (received September 24, 2007) – Accumulating junk and trash and a bad smell. Police contacted occupant; cleaned up. **Status: Closed.**
21. Utility trailer stored on the street, 22nd Avenue at 22nd Place SE (received August 10, 2007). Referred to Police. Trailer has been moved. **Status: Closed.**

22. 5139 Deer Run Drive SE (received August 20) – Pickup and fifth-wheel trailer stored on the street. Has been removed. **Status: Closed.**
23. 2077 Marion Street SE (received May 7, 2007) – Report of junk and trash and inoperable motor home. Substantial cleanup and motor home has been moved to the back yard. **Status: Closed.**
24. Reported homeless camping on vacant property south of Periwinkle Creek and west of Columbus Street SE (received July 24, 2006) – No new complaints. Property owner maintains the required 50-foot fire safety buffer. **Status: Closed.**
25. 2500 20th Avenue SE (received November 29, 2006) – Two-story house under construction with little or no progress for more than a year; yard littered with construction debris. City Attorney contacted property owner; yard cleaned up. Notice of Substandard Conditions filed on property deed. Building Division continues to monitor for ownership changes and permit activity. **Status: Closed.**
26. 1420 Water Avenue NE (received September 4, 2007) – House and derelict vehicle covered by vegetation, odd pieces of wood used as fencing, property generally rundown. Consistent with the character of the neighborhood; no enforcement. **Status: Closed.**
27. 2270 17th Avenue SW (received November 2, 2007) – Report of junk and trash and someone living in a motorhome. Unfounded. **Status: Closed.**
28. 2751 Salem Avenue SE (received July 25, 2007) – Report of six-foot tall pile of household garbage. Removed and occupants have moved out. **Status: Closed.**
29. 1010 20th Avenue SE (received April 10, 2007) – Report of many cars in various states of repair. Referred to Police. **Status: Closed.**
30. 3615 Earl Avenue NE (received September 13, 2007) – Report of vehicles covered by tarps, lots of vehicles coming and going, and possibly people living in vehicles. Most vehicles have been removed; new owner is fixing property up. **Status: Closed.**
31. 249 Juniper Lane NW (received April 12, 2007) – Pickup with part of another pickup in the bed parked in a driveway for the last seven years. After numerous contacts, owner was cited for keeping junk; has since licensed the pickup and it is operable. **Status: Closed.**
32. 3518 Chicago Street SE (received March 24, 2007) – Many derelict vehicles. Occupants contacted; given until April 15, 2007, to get rid of junk and trash. It took several months longer than that, but complainants are now satisfied. **Status: Closed.**

Budget Impact:

Beginning Budget	\$32,000.00
Expenditures as of 12-31-07	<u>\$ 5,940.00</u>
Balance	\$26,060.00

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TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Don Donovan, Planning Manager *Don.*
DATE: February 6, 2008 for the February 13, 2008 City Council Meeting

SUBJECT: Vacation of Jackson Street NE and Jefferson Street NE, north of Water Avenue NE

Action Requested:

That the City Council initiate vacation of Jackson Street NE and Jefferson Street NE, north of Water Avenue NE.

Discussion:

Three owners of property adjacent to Jackson Street NE and Jefferson Street NE, north of Water Avenue NE, have asked that the City Council initiate the vacation of these sections of street rights-of-way. The property owners are David Johnson, Scott Lepman, and John Boock.

A letter from the property owners is attached to this memo. The letter explains why the property owners would like the street rights-of-way to be vacated. An attached exhibit shows the affected streets and properties.

The usual application for a street vacation requires that the applicants obtain the signatures of property owners within 200 feet on either side of the street to be vacated and within 400 feet of the end of the street. If the Council initiates the street vacations, these signatures are not required. A large number of signatures would be required if the City Council does not initiate the street vacations and some of the owners live out of town. The potential applicants for the street vacations say that it would be a time consuming process to obtain the necessary signatures and they need to proceed with certain pre-construction activities now to expedite their projects.

All three properties owned by Johnson, Lepman, and Boock are in the CARA district. Each of the owners has a project they want to build that has been stalled for one reason or another. The City Council may be able to help accelerate the process to the extent that initiation of the street vacations will do that.

If the Council initiates the street vacations, the three property owners will still have to submit a street vacation application and pay the required application fee. Surrounding property owners will receive notice of the application. Public hearings before the Planning Commission and City Council will be held and the decision to actually vacate the street rights-of-way will be made on the merits of the application.

The City's Transportation Analyst Ron Irish and Urban Renewal Coordinator Kate Porsche support the request that the City Council initiate the street vacations.

Budget Impact:

None.

January 9, 2008

TO: City of Albany City Council
VIA: Wes Hare, City Manager
333 Broadalbin Street
Albany, OR 97321

RE: Vacation of Jackson and Jefferson Streets Lying North of Water Avenue NE (see attached Exhibit 'A').

Honorable Mayor Doug Killin and Honorable City Councilors Dick Olsen, Daniel Bedore, Ralph Reid Jr., Sharon Konopa, Bessie Johnson and Jeff Christman:

David Johnson on behalf of Ohanamula LLC (Tax Lot 11500, Linn County Assessor's Map 11-3W-06CD) (~~see attached Exhibit 'A-1'~~); Scott D. Lepman on behalf of Glorietta Bay LLC (Tax Lot 100, Linn County Assessor's Map 11-3W-06DC); and John A. Boock Jr., Trustee of John a Boock Jr. Trust (Tax Lot 6900, Linn County Assessor's Map 11-3W-06DC) (~~see attached Exhibit 'A-2'~~) respectfully seek the vacation of Jackson and Jefferson Streets rights-of-way lying north of Water Avenue and south of the Willamette River and ask that the City Council initiate the vacation proceedings of the aforementioned streets as allowed by ORS271.130.

The rights-of-way of Jackson and Jefferson Streets adjacent to the above listed properties have never been improved to City Standards (~~see attached Exhibit 'B-1'~~). The Jackson Street right-of-way between Tax Lots 11500 and 100 has historically been incorporated into the off-street parking area utilized by the former restaurant use that occupied Tax Lot 11500. The Jefferson Street right-of-way between Tax Lots 100 and 6900 in recent years had been utilized by the former Willamette Seed plant for a loading dock and access to the dock. Access has also been provided to a warehouse building and storage yard on the Boock property from this unimproved right-of-way.

The vacated Jackson Street right-of-way will serve as a joint-use accessway and parking area for the future Ohanamula LLC and Glorietta Bay LLC developments (~~see attached Exhibit 'C'~~) being constructed by Ohanamula LLC on the west side of the existing right-of-way (~~see attached Exhibit 'C-1'~~) and by Glorietta Bay LLC on the east side of the existing right-of-way (~~see attached Exhibit 'C-2'~~).

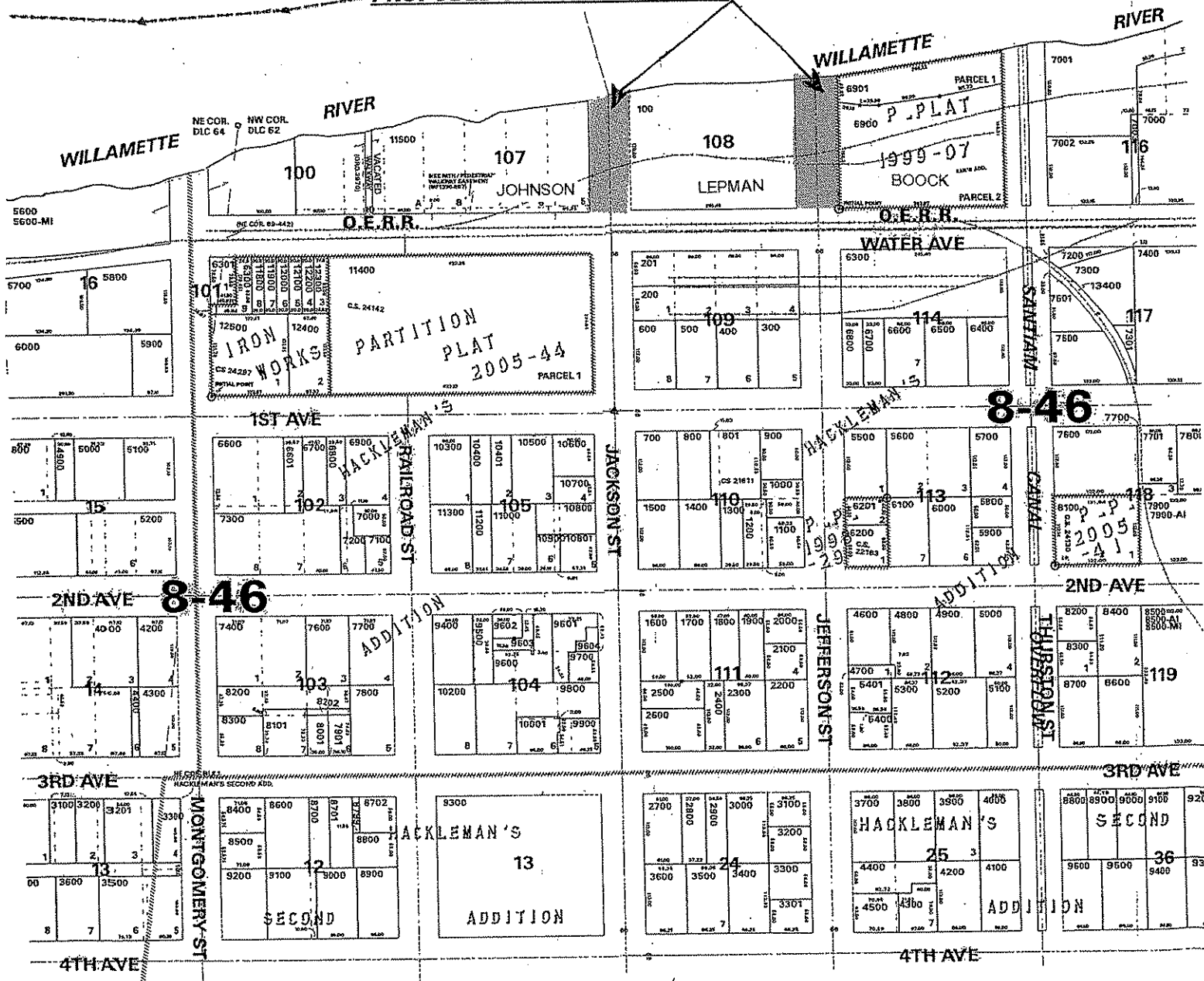
The vacated Jefferson Street right-of-way will in utilized by the Glorietta Bay LLC development for an emergency vehicle accessway only and access to the Boock property until such time that the railroad crossing is closed. At that time, the joint accessway will be closed to all vehicles except emergency vehicles. The Boock property also has access to Thurston Street to the east (~~see attached Exhibits 'A' and 'A-1'~~).

At the time of construction, the pavement section of the private joint-use accessways located within the vacated street rights-of-way will be constructed to City of Albany Construction Standards to assure a 20-year life of the pavement section and to insure adequate emergency access to abutting properties. The Jackson Street right-of-way will be utilized with a joint-use access drive centered in the sixty-six (66) wide right-of-way. The western twenty-one (21) feet of the right-of-way will continue to be utilized primarily as part of the off-street parking lot for the new restaurant/office building as it has historically been utilized by the former restaurant use of the abutting property. The eastern twenty-one (21) feet of the right-of-way will contain a six-foot wide pedestrian sidewalk and landscaping in areas where no access to the Glorietta Bay development or pedestrian access is provided (~~see Exhibit 'C'~~). The Jefferson Street right-of-way will have a joint-use access drive centered in the right-of-way with the westerly fifteen (15) feet being incorporated into the landscaping for the development. A six-foot wide pedestrian access way will be provided from the sidewalk within the development adjacent to Water Street connecting to the existing City pedestrian/bikeway adjacent to the Willamette River. The eastern twenty-one feet (21) will be landscaped in areas where no existing access to the Boock property is currently utilized or where emergency access to the future redevelopment of the Boock property is provided.

Covenants requiring the upkeep, maintenance and use limitations of the private streets, and walkways can be provided as a part of the Deed Covenants, Conditions and Restrictions for the vacated street rights-of-way prior to the Final Reading of the Vacation Ordinance and recorded with the final Street Vacation Ordinance.

EXHIBIT 'A'

PROPOSED STREET VACATIONS





TO: Albany City Council
FROM: Sharon Konopa, Council President *SK*
DATE: January 29, 2008, for February 13, 2008, City Council Meeting
SUBJECT: Appointment to the Budget Committee
RELATES TO STRATEGIC PLAN THEME: • An Effective Government

Action Requested:

Council approval of the following appointment to the Budget Committee:

Albany Budget Committee

C. Jeffery Evans (Councilor Konopa's new appointment)

Discussion:

With the Council ratification of this appointment, all vacancies will be filled on City Boards, Commissions, and Committees.

Budget Impact:

None.

SK:ldh

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