



NOTICE OF PUBLIC MEETING
CITY OF ALBANY
CITY COUNCIL
 Council Chambers
 333 Broadalbin Street SW
 Wednesday, June 25, 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

Rules of Conduct for Public Hearing

1. No person shall be disorderly, abusive, or disruptive of the orderly conduct of the hearing.
2. Persons shall not testify without first receiving recognition from the presiding officer and stating their full name and residence address.
3. No person shall present irrelevant, immaterial, or repetitious testimony or evidence.
4. There shall be no audience demonstrations such as applause, cheering, display of signs, or other conduct disruptive of the hearing.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. ROLL CALL

4. PROCLAMATION

a. Recognizing the 224 Engineer Company of the Oregon Army National Guard. [Page 1]

Action: _____

5. SCHEDULED BUSINESS

a. Public Hearings

1) SS-07-04, North Albany Lift Station and Force Main – alternate contracting method and exemption from competitive bidding. [Pages 2-6]

Action: _____ RES. NO. _____

2) Adopting the 2008-2009 annual budget. [Pages 7-12]

Action: _____ RES. NO. _____

3) Withdrawing territory from the Albany Rural Fire Protection District located on Clover Ridge Road NE and North of Dunlap Avenue. [Pages 13-19]

Action: _____ ORD. NO. _____

Action: _____ ORD. NO. _____

b. Business from the Public

c. Adoption of Resolutions

1) Revising fees and charges for Parks & Recreation services for Fiscal Year 2008-2009. [Pages 20-25]

Action: _____ RES. NO. _____

2) Adopting the proposed Fiscal Year 2007-2008 supplemental budget. [Pages 26-32]

Action: _____ RES. NO. _____

d. Adoption of Consent Calendar

- 1) Approval of Minutes
 - a) June 11, 2008, City Council Meeting
- 2) Extending City of Albany's workers' compensation coverage to volunteers for policy year 2008-2009. [Pages 33-37] RES. NO. _____
- 3) Annual liquor license renewals. [Page 38]
- 4) Accepting a federal highway administration state planning and research grant for additional analysis for the transportation system plan. [Pages 39-40] RES. NO. _____
- 5) Accepting the Oregon Department of Transportation, Public Transit Division, rural and small urban areas, Section 5311, operating assistance grants for Fiscal Year 2008-2009. [Pages 41-56] RES. NO. _____
- 6) Accepting the 2008-2009 Linn-Benton Community College intergovernmental agreement for Albany Transit System and the Linn-Benton Loop Transit System pass programs. [Pages 57-60] RES. NO. _____
- 7) Accepting the 2008-2009 Oregon State University intergovernmental agreement for funding the OSU/LBCC dual enrollment pass program and the OSU student, staff, and faculty pass program on the Linn-Benton Loop Transit System and on Albany Transit System, and Linn-Benton Loop operating support. [Pages 61-64] RES. NO. _____
- 8) Accepting the 2008-2009 Benton County Special Transportation Program grant funding agreement for the Linn-Benton Loop Transit System. [Pages 65-76] RES. NO. _____

Action: _____

e. Contract Amendment

- 1) ST-07-03, 53rd Avenue Bridge and Roadway Improvement Project – consulting engineering contract amendment. [Pages 77-78]

Action: _____

f. Personnel Request

- 1) Reclassifying Wastewater Treatment Plant Laboratory Technician position. [Page 79]

Action: _____

g. Appointment

- 1) Appointment to the Parks & Recreation Commission. [Pages 80-83]

Action: _____

h. Report

- 1) Initiating the vacation of Linn Avenue NE between Alco Street NE and Burkhart Street NE. [Pages 84-87]

Action: _____

6. BUSINESS FROM THE COUNCIL

7. NEXT MEETING DATE: Work Session – July 7, 2008
Regular Session – July 9, 2008

8. ADJOURNMENT

City of Albany Web site: www.cityofalbany.net

PROCLAMATION

**RECOGNITION OF THE 224 ENGINEER COMPANY OF THE OREGON ARMY
NATIONAL GUARD**

WHEREAS, the 224 Engineer Company of the Oregon Army National Guard was demobilized in a ceremony at the Linn County Fair & Expo Center on Wednesday, June 11, 2008; and

WHEREAS, the 224 Engineer Company returned home after a 9½-month deployment to Iraq; and

WHEREAS, they endured the stresses and pressures of war; and

WHEREAS, their efforts protected American and Iraqi troops; and

WHEREAS, their families tolerated the tensions and difficulties of waiting for their return; and

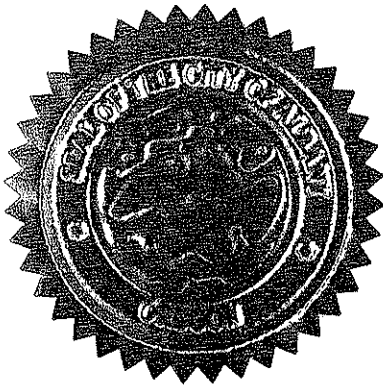
WHEREAS, the city of Albany community appreciates their dedicated service; and

WHEREAS, it is the desire of the community to support the returning troops and their families.

NOW, THEREFORE, I, Mayor Dan Bedore and the Albany City Council do hereby

**CONGRATULATE AND RECOGNIZE THE MEN AND WOMEN OF 224 ENGINEER
COMPANY OF THE OREGON ARMY NATIONAL GUARD AND THEIR FAMILIES FOR
THEIR DEVOTION TO DUTY.**

IN WITNESS WHEREOF, I have hereunto set
my hand and caused the seal of the City of
Albany to be affixed this 25th day of June 2008.



Dan Bedore, Mayor



TO: Albany City Council

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

FROM: Mark W. Shepard, P.E., Assistant Public Works Director / City Engineer
Peter Harr, P.E., Civil Engineer III

DATE: June 19, 2008, for the June 25, 2008, Council Meeting

SUBJECT: SS-07-04, North Albany Lift Station Project Status & Exemption From Competitive Bidding/Alternate Contracting Method

RELATES TO STRATEGIC PLAN THEME: • An Effective Government

Action Requested:

Staff recommends that Council, acting as the Local Contract Review Board, adopt the attached Resolution that will: 1) approve an exemption from competitive bidding and approve an alternate project contracting method for Project SS-07-04, North Albany Lift Station (NA-LS), and 2) direct staff to prepare a public solicitation Request For Proposals for a Construction Manager/General Contractor (CM/GC) project delivery approach, consistent with the principles and goals outlined within this memo and the attached Resolution.

Discussion:

Project Background

On June 9, 2008, staff presented Council with the project background concerning the NA-LS project and its importance in supporting the goals of the Stipulated Final Order (SFO) entered into with the Oregon Department of Environmental Quality (DEQ). More specifically, the NA-LS project will construct a new force main from the North Albany Lift Station, which will deliver all of the North Albany wastewater directly to the Wastewater Treatment Plant, currently undergoing expansion. Several alternative routes are presently being evaluated as shown in attached Figure 1.

This pumping concept will substantially off-load all of the North Albany wastewater from the existing Riverfront Interceptor Sewer (RFI). The RFI has limited hydraulic capacity and currently experiences intermittent wet weather overflows. Significantly reducing these overflows is an important requirement of the SFO. The proposed revised pumping system will accomplish this goal. Operational completion of this project is required by December 31, 2009, per the SFO.

Due to the critical importance of this project and the need for its timely completion, staff recommended to Council on June 9, 2008, that the Project be completed using an alternate, competitive contracting method known as Construction Management/General Contractor, as provided by OAR 137-049-0600 thru 0690. The justification for this approach is due to the project's complexity and the relatively high level of engineering and construction expertise required to complete the work. The pipeline will be routed along the north side of the Willamette River and may require construction in busy public roads, sensitive environmental areas, open agricultural areas, and will require sophisticated boring and/or directional drilling under the Willamette River. The project also involves the sole wastewater pump station serving the entire North Albany service area. As such, the lift station must be kept operational during the entire construction period until the new pipeline is completed.

Recommendations

Based on the foregoing, staff recommends that the construction services needed to complete this project be exempt from competitive bidding and that the CM/GC alternate contracting method be adopted. This approach requires that Council, acting as the local Contract Review Board, declare the project exempt from competitive bidding in accordance with AMC 2.66.060 and ORS 279C.335. The City's intent is, therefore, to select the CM/GC Contractor through a competitive, qualifications-based Request for Proposal (RFP) process as outlined in OAR 137-049-0600-0690.

The required legal Findings for the exemption supporting this alternate contracting method are in the attached Resolution. Prior to adoption of the Resolution, Oregon purchasing regulations require that a public hearing be held to provide an opportunity for any interested party to speak to the Findings supporting the request. Staff published a notice of a public hearing of the City's intent on June 11, 2008. The draft Findings have been available for public review since the notice of the public hearing was published.

Budget Impact:

Funding in support of this project is available from the Sewer Fund (615-50-2302).

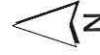
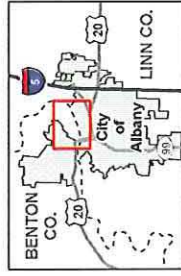
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Attachment: Figure 1

Figure 1
North Albany Pipeline
and Existing Lift
Station Improvements

LEGEND

- Alternative 1 Segments
- Alternative 2 Segments
- - - Alternative 2 Options
- Railroad
- Existing Force Main
- River Front Interceptor
- Road
- Wetland
- Albany City Limit
- Park



0 400 800 1,200
 Feet

1 INCH EQUALS 800 FEET



RESOLUTION NO. _____

A RESOLUTION EXEMPTING THE CONSTRUCTION OF SS-07-04, NORTH ALBANY LIFT STATION (NA-LS) PROJECT FROM THE COMPETITIVE BIDDING PROCESS AND APPROVING AN ALTERNATE CONTRACTING METHOD, REFERRED TO AS CONSTRUCTION MANAGER/GENERAL CONTRACTOR (CM/GC).

WHEREAS, Albany Municipal Code 2.66.060 and Oregon Revised Statutes 279C.335 allow the City Council, acting as the Local Contract Review Board, to exempt a specific public improvement contract or class of public improvement contracts from competitive bidding requirements; and

WHEREAS, such exemption shall be based on the approval of Findings submitted by the contracting agency seeking the exemption and as defined in OAR 137-049-0600 thru 0690 and as included herein; and

WHEREAS, this exemption is for a single project requiring a high level of construction knowledge, experience, and management expertise, and granting the exemption will not provide a basis for other similar exemptions or any pattern of exemptions; and

WHEREAS, the CM/GC contracting selection method is based on a competitive, qualifications-based, public selection process using a published Request For Proposals (RFP); and

WHEREAS, the RFP evaluation criteria uses an extensive evaluation list to evaluate the proposer's qualifications, including their experience and capabilities; their proposed work plan; their project management capabilities with emphasis on leadership, communications and organization; their project control methodology focused on cost, schedule, safety, and quality control; and the proposer's cost-based factors including subcontractor markup, overhead, and profit factors; and

WHEREAS, the NA-LS project evaluation criteria recognizes the need for a contractor that has specialized expertise implementing trenchless pipeline technologies, who will be working in potentially constrained areas or roads, on a compressed schedule, and around an active wastewater collection system with significant safety and security requirements; and

WHEREAS, the RFP Evaluation Team will review the proposals and will recommend approval to award to the contractor that best meets the RFP evaluation criteria; and

WHEREAS, the CM/GC contracting method offers a direct public benefit and affords the City the ability to select a qualified and experienced contractor who can aid in making design decisions that will improve the project quality, will result in project savings, and will reduce project risk regarding the Stipulated Final Order (SFO) deadline; and

WHEREAS, the alternative contracting method allows the contractor to join the engineering design team before the design effort has been completed; and

WHEREAS, this early involvement with the project affords an increased opportunity for the contractor to engage in value engineering, thereby providing project quality improvements and increasing the likelihood of cost savings, while providing greater assurance of meeting the project's budgetary goals; and

WHEREAS, this early involvement also assists the selected contractor with construction scheduling, phasing, costing, quality assurance, and design constructability reviews; and

WHEREAS, safety is important not only with regards to construction activities, but with regards to not disrupting the City's sanitary sewer system and causing a sewer overflow and a threat to human health, and the fact that the RFP process will allow the City to take contractor's safety records and safety programs into account; and

WHEREAS, the CM/GC is selected through competitive selection which is open to the same contractors that would have participated in the traditional low bid method; and

WHEREAS, no negative impact is expected regarding market place competition because there is expected to be an adequate number of Oregon-based competitors available to respond to the RFP; and

WHEREAS, none of the above mentioned benefits can be adequately evaluated in a sealed bid process, but can be better evaluated through a negotiated RFP process; and

WHEREAS, the proposed contract is expected to be funded by the City of Albany from the Oregon Department of Environmental Quality (DEQ) State Revolving Fund (SRF) Loan proceeds, and the CM/GC selection procedure adheres to the Oregon Revised Statutes, Chapters 279A and C; and

WHEREAS, the City published a public notice on June 11, 2008, and held a public hearing on June 25, 2008, before adoption of these findings in accordance with OAR 137-049-0630.

NOW, THEREFORE, BE IT RESOLVED, that each of the recitals set forth above are hereby adopted as Findings of fact.

BE IT FURTHER RESOLVED that the Albany City Council, acting as the Local Contract Review Board finds that the awarding of a public improvement contract under this exemption using the RFP selection process for a CM/GC contract will provide the City with an assured and dependable path towards meeting the mandated completion schedule and the project's budgetary goals; and

BE IT FURTHER RESOLVED that the Albany City Council, acting as the Local Contract Review Board finds that it is unlikely that the exemption of this contract from competitive bidding will encourage favoritism in the awarding of public contracts or substantially diminish competition for future public improvement contracts.

DATED AND EFFECTIVE THIS 25TH DAY OF JUNE 2008.

Mayor

ATTEST:

City Clerk



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Stewart Taylor, Finance Director *ST*
DATE: June 17, 2008, for the June 25, 2008 City Council Meeting
SUBJECT: Resolution adopting the 2008-2009 Annual Budget

RELATES TO STRATEGIC PLAN THEME: ● An Effective Government

RELATES TO: ● Effectively deliver the services that Albany's citizens need, want, and are willing to support.

Action Requested:

Consider testimony received during the public hearing and approve the resolution adopting the budget, making appropriations, and declaring and categorizing taxes for fiscal year 2008-2009.

Discussion:

The Budget Committee of the City of Albany approved the Proposed Budget on May 7, 2008. A financial summary of the approved budget and a notice of budget hearing before the City Council were published in the "Democrat Herald" on Wednesday, June 18, 2008, according to the requirements of Oregon Local Budget Law (ORS 294.416). The City Council may take action to adopt the budget once the budget hearing has been held and testimony has been considered.

Budget Impact:

The resolution adopts the fiscal year 2008-2009 annual budget of \$179,293.

ST

Attachment: Resolution

RESOLUTION NO. _____

BE IT RESOLVED that the Albany City Council hereby adopts the approved 2008-2009 budget in the total sum of \$179,293,000 now on file at the Albany City Hall.

BE IT FURTHER RESOLVED that the amounts for the fiscal year beginning July 1, 2008, and for the purposes shown below are hereby appropriated as follows:

GENERAL FUND

Nondepartmental

Materials & services	\$ 398,200
Transfers out	1,130,100
Contingency	2,202,100
Municipal Court	698,700
Code Enforcement	22,100
Fire Suppression	8,015,700
Public Safety Levy: Fire	1,032,900
Fire & Life Safety	691,900
Police	11,271,400
Public Safety Levy: Police	1,040,600
Planning	1,164,500
Housing	303,300
Library	2,452,000

Total GENERAL FUND **\$ 30,423,500**

SPECIAL REVENUE FUNDS

PARKS & RECREATION

Sports Services	\$ 210,600
Children/Youth/Family Rec Services	258,900
Resource Development/Marketing Services	261,300
Adult Rec & Fitness Services	187,100
Park Maintenance Services	1,372,700
Parks & Recreation Administration	1,397,800
Senior Services	460,900
Aquatic Services	678,400
NW Art & Air Festival	172,600
Performance Series	190,700
Urban Forestry	326,800
Park SDC Projects	1,667,300
Senior Center Foundation	16,300
Parks Capital Improvement Program	1,292,000

Total PARKS & RECREATION **\$ 8,493,400**

SPECIAL REVENUE FUNDS, continued

GRANTS

Personnel	\$ 16,000
Materials & services	340,100
Capital	2,511,500
Total GRANTS	\$ 2,867,600

BUILDING INSPECTION

Building Inspection	\$ 1,518,800
Electrical Permit Program	182,100
ADA Code Enforcement	67,900
Development Code Enforcement	34,800
Total BUILDING INSPECTION	\$ 1,803,600

RISK MANAGEMENT

Materials & services	\$ 1,990,000
Total RISK MANAGEMENT	\$ 1,990,000

ECONOMIC DEVELOPMENT

Target Utilities	\$ 54,100
Economic Development Activities	887,600
Albany Municipal Airport	690,000
Total ECONOMIC DEVELOPMENT	\$ 1,631,700

AMBULANCE

Personnel	\$ 1,933,900
Materials & services	438,300
Contingency	-
Total AMBULANCE	\$ 2,372,200

PUBLIC TRANSIT

Albany Transit System	\$ 504,900
Linn-Benton Loop	520,700
Paratransit System	241,200
Total PUBLIC TRANSIT	\$ 1,266,800

PUBLIC SAFETY LEVY

Transfers out	\$ 2,863,100
Total PUBLIC SAFETY LEVY	\$ 2,863,100

CAPITAL REPLACEMENT

Equipment Replacement	\$ 4,357,200
City Facilities Replacement	2,284,000
GF Facilities Maintenance Projects	619,500
IT Equipment Replacement	1,465,800
Total CAPITAL REPLACEMENT	\$ 8,726,500

SPECIAL REVENUE FUNDS, continued

STREET

Personnel	\$ 736,200
Materials & services	3,297,500
Capital	8,382,100
Transfers out	271,700
Contingency	-
Total STREET	\$ 12,687,500

DEBT SERVICE FUND

DEBT SERVICE

Bancroft Debt Service	\$ 399,100
1995 Fairgrounds Revenue Bonds	468,900
1999 GO Street Improvement Bonds	480,600
2002 LTD Tax Pension Bonds	752,000
2004 Revenue Obligations	423,500
2007 GO Refunding Bonds	743,800
Total DEBT SERVICE	\$ 3,267,900

CAPITAL PROJECTS FUND

CAPITAL PROJECTS

Albany Data Integration Project	\$ 282,000
LID Construction Projects	2,909,000
City Facility Projects	200,100
Albany Station REA Building	1,589,000
Albany Station Pathway	648,900
North Albany Park & Ride	942,200
Library Renovation	3,620,000
Periwinkle Creek Bridge	-
ST-07-03 53rd Ave Bridge/Roadway	7,785,000
SS-07-02 Ellingson Rd Sewer Ext	50,000
WL-07-08 Ellingson Rd Water Ext	1,358,000
SVC Access Road	1,500,000
SVC Water Line	1,000,000
Total CAPITAL PROJECTS	\$ 21,884,200

PERMANENT FUNDS

SENIOR CENTER ENDOWMENT

Materials & services	\$ 2,400
Unappropriated	49,900
Total SENIOR CENTER ENDOWMENT	\$ 52,300

PERMANENT FUNDS, continued

LIBRARY TRUST

V. O. Torney Trust	\$ 12,200
Manela Trust	78,100
Total LIBRARY TRUST	\$ 90,300

ENTERPRISE FUNDS

SEWER

Personnel	\$ 1,932,200
Materials & services	6,002,600
Capital	22,881,700
Transfers out	2,285,500
Debt Service	1,792,800
Contingency	354,000
Total SEWER	\$ 35,248,800

WATER

Personnel	\$ 1,953,600
Materials & services	6,374,300
Capital	16,242,900
Transfers out	481,000
Debt Service	4,015,600
Contingency	814,400
Total WATER	\$ 29,881,800

INTERNAL SERVICE FUNDS

CENTRAL SERVICES

Finance	\$ 1,471,300
Council & Nondepartmental	286,100
City Manager's Office	1,268,200
Information Technology Services	1,231,500
GIS Services	599,500
Permit Tracking	91,200
Human Resources	780,200
Facilities Maintenance	665,100
Total CENTRAL SERVICES	\$ 6,393,100

PUBLIC WORKS SERVICES

PW Administration	\$ 744,200
Engineering Services	2,552,600
Operations Administration	1,170,200
Water Quality Control Services	472,400
PW Customer Services	1,127,000
Facilities & Maintenance Engineering	1,282,300
Total PUBLIC WORKS SERVICES	\$ 7,348,700

BE IT FURTHER RESOLVED that the Albany City Council hereby imposes the taxes provided for in the adopted budget at a rate of \$6.3984 per one thousand of assessed value plus bonded debt service in the amount of \$1,898,191, plus an adjustment for annexations, and that these taxes are hereby levied upon all taxable property within said districts as of 1 a.m., July 1, 2008. The following allocations and categorizations, subject to the limits of SECTION IIIB, Article XI, of the Oregon Constitution, make the aggregate levy.

	Subject to the General Government Limitation	Excluded from the Limitation
Gross tax levy	\$6.3984 per \$1,000 of Assessed Value	
Public Safety Levy	\$0.95 per \$1,000 of Assessed Value	
Debt Service		\$ 1,898,191

Passed by the Council: _____

Approved by the Mayor: _____

Effective Date: _____

Mayor

ATTEST:

City Clerk



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Stewart Taylor, Finance Director
Betty Langwell, City Clerk
DATE: June 18, 2008 for the June 25, 2008, City Council Meeting
SUBJECT: Withdrawal of territory from the Albany Rural Fire District.

Action Requested:

Requesting the City Council hold a public hearing and adopt the Ordinances removing from the Albany Rural Fire District the properties annexed into the City by voters at the May 20, 2008, General Election.

Discussion:

The final step in any annexation process is removing the territory from the rural fire district for taxing purposes. The ordinances removing the properties from the Albany Rural Fire Protection District make it clear that they will be taxed only once by the City of Albany for fire protection. Oregon Revised Statutes require a public hearing before removing any property from a taxing district.

After the hearing, a first and second reading of the ordinances and their adoption is the follow up paperwork requirement set by ORS.

Budget Impact:

Expected increase, at current value of property, of around \$500 in General Fund revenues.

ORDINANCE NO. _____

AN ORDINANCE WITHDRAWING TERRITORY FROM THE ALBANY RURAL FIRE PROTECTION DISTRICT LOCATED ON CLOVER RIDGE ROAD NE (LINN COUNTY ASSESSOR'S MAP NO. 11S-03W-04AB, TAX LOTS 400, 500, 600, AND 900), CONTAINING APPROXIMATLEY 15.9 ACRES MORE OR LESS, AND DECLARING AN EMERGENCY.

WHEREAS, the Albany City Council on June 11, 2008, proclaimed the annexation of territory by adoption of Ordinance No. 5697 and described in Exhibits A and B, attached hereto; and

WHEREAS, the Albany City Council set a date for a public hearing concerning the withdrawal of said territory from the Albany Rural Fire Protection District (ARFD); and

WHEREAS, notices of said public hearing were published and posted in the manner and for the time prescribed by law and on June 25, 2008, the Albany City Council did hold a public hearing during which time interested persons were given an opportunity to be heard on this matter; and

WHEREAS, the City Council, following said public hearing, determined that the withdrawal of territory from the ARFD is in the best interests of the citizens of Albany.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF ALBANY DO ORDAIN AS FOLLOWS:

Section 1: The following described real property to-wit (see attached legal description, Exhibit A, and map, Exhibit B) is hereby proclaimed to be withdrawn from the Albany Rural Fire Protection District.

Section 2: The City Clerk shall, within 10 days of the effective date of this ordinance, file a copy of the ordinance with the County Assessor of Linn County, Secretary of State of the State of Oregon, State of Oregon Department of Revenue, and the Albany Rural Fire Protection District.

Section 3: Inasmuch as this ordinance is necessary for the immediate preservation of the peace, health, and safety of the City of Albany, Oregon, an emergency is hereby declared to exist; and this ordinance will be in full force and effect immediately upon passage by the Council and approval by the Mayor.

Passed by the Council: _____

Approved by the Mayor: _____

Effective Date: _____

Mayor

ATTEST:

City Clerk

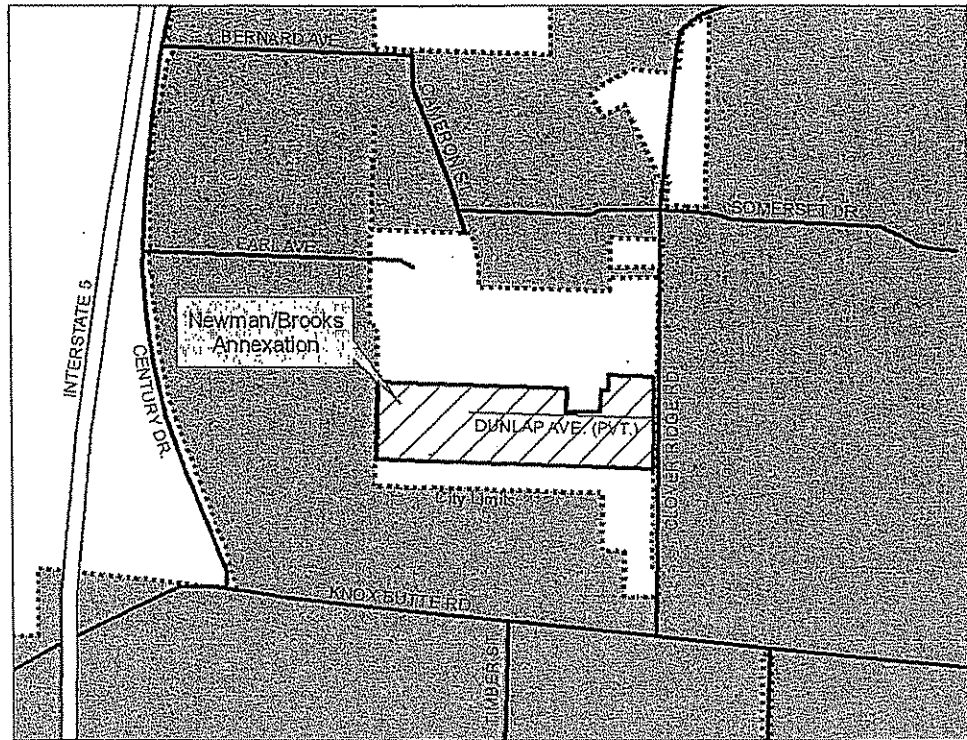
EXHIBIT A

LEGAL DESCRIPTION FILES AN-01-07/ZC-03-07

Beginning at the Southwest corner of Lot 21 of Fairlanes Subdivision, a residential subdivision recorded in County Survey No. 3038, Linn County, Oregon survey records; thence South 89°38' East, along the south line of said Fairlanes Subdivision and its easterly extension, a distance of 1005.79 feet to a 1/2-inch pipe, said pipe also being the Northwest corner of that tract owned by Robert and D. Kay Kingsberry, described in Linn County Microfilm Deed Records MF172-581; thence South 0°16' East, along the Westerly line of said Kingsberry tract, a distance of 120.00 feet, to the Southwest corner of said Kingsberry tract; thence South 89°39' East, along the Southerly line of said Kingsberry tract, a distance of 180.32 feet to the Southeast corner of said Kingsberry tract; thence, North 0°16' West, along the Easterly line of said Kingsberry tract, a distance of 120.20 feet to the Northwest corner of that tract owned by Micheal and Roberta Newman, described in Linn County Microfilm Deed Records MF1262-367; thence South 89°39' East, along the northerly line of said Newman tract, a distance of 44.91 feet, to the Southwest corner of that tract owned by Micheal and Roberta Newman, described in Linn County Microfilm Deed Records MF663-10; thence North 0°16' West, along the West line of said Newman tract, a distance of 80.88 feet to a 3/4-inch rod at the northwest corner of said Newman tract; thence South 89°39' East, along the northerly line of said Newman tract, and the easterly extension thereof, a distance of 259.25 feet, more or less, to the city limits boundary; thence South 0°16' East, along said city limits boundary, a distance of 493.0 feet, more or less, to the intersection of said city limits boundary and the easterly extension of Southerly line of that tract owned by Micheal and Roberta Newman, described in Linn County Microfilm Deed Records MF1268-420; thence North 89°39' West along the Southerly line of said Newman tract, a distance of 1491.83 feet to an iron bar, said point also being the Southwest corner of that tract owned by James and Monica Brooks, described in Linn County Microfilm Deed Records MF1620-910; thence North 0°05' East, along the Westerly line of said Brooks tract and the Northerly extension thereof, a distance of 413.63 feet to the Point of Beginning.

Said area containing 14.9 acres, more or less.

EXHIBIT B



ORDINANCE NO. _____

AN ORDINANCE WITHDRAWING TERRITORY FROM THE ALBANY RURAL FIRE PROTECTION DISTRICT LOCATED NORTH OF DUNLAP AVENUE AND WEST OF CLOVER RIDGE ROAD NE (LINN COUNTY ASSESSOR'S MAP NOS. 11S-03W-04AB, TAX LOT 700, AND 11S-03W-04AC, TAX LOTS 100, 200, 203, 300, 400, 500, 501, AND 600), CONTAINING APPROXIMATLEY 14.9 ACRES MORE OR LESS, AND DECLARING AN EMERGENCY.

WHEREAS, the Albany City Council on June 11, 2008, proclaimed the annexation of territory by adoption of Ordinance No. 5696 and described in Exhibits A and B, attached hereto; and

WHEREAS, the Albany City Council set a date for a public hearing concerning the withdrawal of said territory from the Albany Rural Fire Protection District (ARFD); and

WHEREAS, notices of said public hearing were published and posted in the manner and for the time prescribed by law and on June 25, 2008, the Albany City Council did hold a public hearing during which time interested persons were given an opportunity to be heard on this matter; and

WHEREAS, the City Council, following said public hearing, determined that the withdrawal of territory from the ARFD is in the best interests of the citizens of Albany.

NOW, THEREFORE, THE PEOPLE OF THE CITY OF ALBANY DO ORDAIN AS FOLLOWS:

Section 1: The following described real property to-wit (see attached legal description, Exhibit A, and map, Exhibit B) is hereby proclaimed to be withdrawn from the Albany Rural Fire Protection District.

Section 2: The City Clerk shall, within 10 days of the effective date of this ordinance, file a copy of the ordinance with the County Assessor of Linn County, Secretary of State of the State of Oregon, State of Oregon Department of Revenue, and the Albany Rural Fire Protection District.

Section 3: Inasmuch as this ordinance is necessary for the immediate preservation of the peace, health, and safety of the City of Albany, Oregon, an emergency is hereby declared to exist; and this ordinance will be in full force and effect immediately upon passage by the Council and approval by the Mayor.

Passed by the Council: _____

Approved by the Mayor: _____

Effective Date: _____

Mayor

ATTEST:

City Clerk

EXHIBIT A

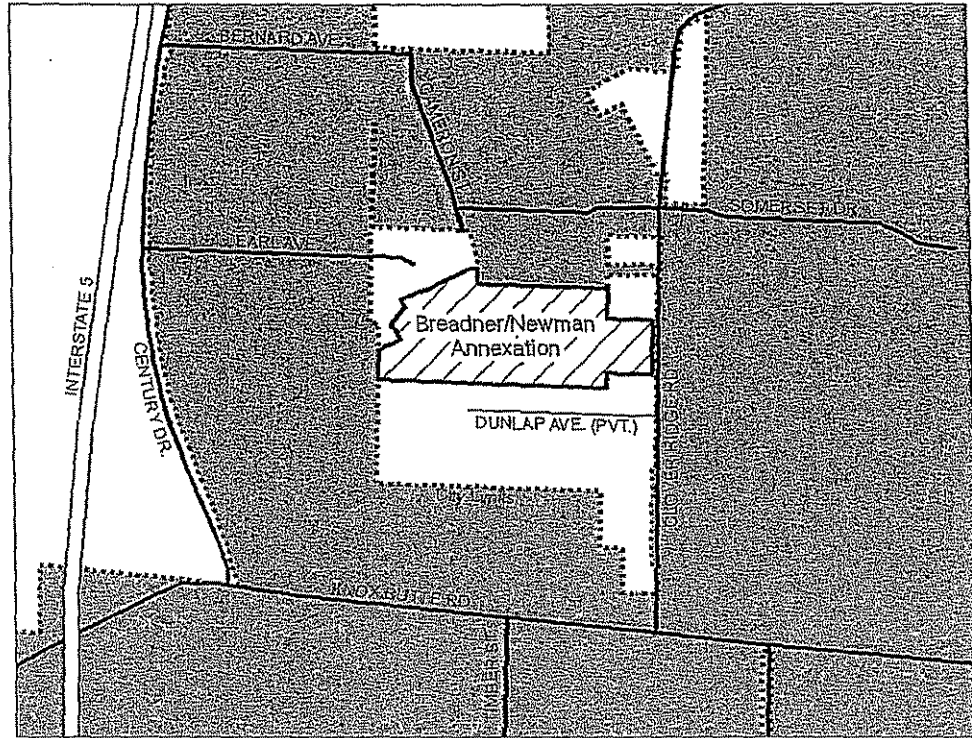


EXHIBIT B

LEGAL DESCRIPTION
FILES AN-02-06/ZC-01-06

Beginning at the Southwest corner of Lot 21 of Fairlanes Subdivision, a residential subdivision recorded in County Survey No. 3038, Linn County, Oregon survey records; thence North 0°04'40" East, along the west line of said subdivision plat, a distance of 150.28 feet to an iron bar; thence North 59°44'24" East, along the northerly line of Lot 20 of said Fairlanes Subdivision, a distance of 138.63 feet, to an iron rod at the centerline of the vacated portion of Fairlane Street; thence North 30°12'15" West, along said centerline, a distance of 49.92 feet to an iron rod; thence further along said centerline, along a curve to the left with a radius of 75.00 feet, (the chord of which bears North 46°23'56" West, 42.08 feet), a distance of 42.80 feet to an iron rod; thence North 35°58'14" East, leaving said centerline, and along the northerly line of Lot 15 of Fairlanes Subdivision, a distance of 125.36 feet, to an iron rod at the southeast corner of Lot 13 of said subdivision; thence North 28°57'10" West, along the east line of said Lot 13 a distance of 42.83 feet to an iron rod at the northwest corner of Lot 12 of Fairlanes Subdivision; thence North 66°26'48" East, along the northerly line of said Lot 12, and the easterly extension thereof, a distance of 144.42 feet to an iron rod; thence South 28°18'09" East, a distance of 5.10 feet, to an iron rod on the southerly right-of-way line of Earl Street; thence North 61°41'51" East along said Earl Street right-of-way line, a distance of 240.21 feet to an iron rod; thence along a curve to the right, with a radius of 100.00 feet, (the chord of which bears North 75°45'21" East, 49.17 feet), a distance of 50.03 feet to an iron rod; thence South 89°29'57" East, a distance of 11.58 feet to an iron rod on the West boundary of that parcel owned by BBF Development (Clover Ridge) LLC, described in Linn County Microfilm Deed Records MF1405-437; thence South 0°24'37" West, leaving said Earl Street right-of-way line, a distance of 78.29 feet to an iron rod at the Southwest corner of said BBF Development parcel; thence South 89°39'00" East, along the South boundary of said BBF Development parcel, a distance of 706.27 feet to an iron rod at the Northwest corner of that parcel owned by Ben Kauffman, described in Linn County Microfilm Deed Records DN2006-14008; thence South 0°16'00" East, along the West boundary of said Kauffman parcel, a distance of 161.80 feet to the Southwest corner of said Kauffman parcel; thence South 89°39'00" East, along the South boundary of said Kauffman parcel, and its extension, a distance of 269.22 feet to the existing City Limits boundary; thence South 0°16'00" East, along said City Limits boundary, a distance of 292.70 feet, to the Easterly extension of the North boundary of that parcel owned by Michael and Roberta Newman, described in Linn County Microfilm Deed Records MF663-10; thence North 89°39'00" West, along said North boundary a distance of 269.22 feet to the Northwest corner of said Newman parcel; thence South 0°16'00" East, along the West boundary of said Newman parcel, a distance of 80.77 feet to the Southwest corner of said parcel; thence North 89°39'00" West, along the south boundaries of those parcels described in Linn County Deed Records MF971-91 and MF695-157, a distance of 1,231.02 feet to the Point of Beginning.

Said area containing 15.9 acres, more or less.



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Ed Hodney, Director of Parks and Recreation *EH*
DATE: April 28, 2008 for the June 25, 2008 City Council Meeting
SUBJECT: Adoption of Parks and Recreation Fees for FY 2008-2009
RELATES TO COUNCIL GOAL: • An Effective Government

Action Requested:

The City Council is asked to adopt the attached Resolution, repealing Resolution 5446 and establishing Parks and Recreation fees and charges for FY 2008-2009.

Discussion:

The Parks and Recreation Department annually reviews the costs of delivering our services, as well as the revenues used to pay for them. Prices are adjusted as necessary to cover expenses and meet our financial objectives. The FY 2008-09 budget incorporates these price changes into the anticipated revenues for next year.

This year, adjustments have been made in the costs of the programs at Maple Lawn Preschool, the Aquatics programs, Sports complex rentals, and some Senior Center room rentals.

Exhibit A shows the proposed fees for 2008-09. These fees and charges will be set through June 30, 2009.

Budget Impact:

The proposed FY 2008-2009 budget for the Parks and Recreation Fund (202) anticipates the revenues from the proposed fees and charges.

eh

Attachments:

- Resolution
- Exhibit A, Schedule of Fees and Charges

RESOLUTION NO. _____

A RESOLUTION REVISING FEES AND CHARGES FOR PARKS AND RECREATION SERVICES FOR FY 2008-2009 AND REPEALING RESOLUTION 5446 (A RESOLUTION ESTABLISHING FEES AND CHARGES FOR PARK AND RECREATION SERVICES).

WHEREAS, the City of Albany, Oregon, is dedicated to delivering the services that Albany's citizens need, want, and are willing to support; and

WHEREAS, the City of Albany, Oregon, has duly adopted Resolution 5446, establishing fees and charges for the Parks and Recreation Services for Fiscal Year 2007-2008; and

WHEREAS, the effective date of Resolution 5446 is expiring;

NOW, THEREFORE BE IT RESOLVED by the Albany City Council that Resolution No. 5446 is hereby repealed; and

NOW, THEREFORE BE IT FURTHER RESOLVED the fees and charges listed as "Exhibit A," as attached be established for the Parks and Recreation Department programs and services, effective July 1, 2008.

DATED AND EFFECTIVE THIS 25th DAY OF JUNE, 2008.

Mayor

ATTEST:

City Clerk

EXHIBIT A

Albany Parks and Recreation Schedule of Fees and Charges
FY 2008-2009

RECREATION PROGRAMS

NOTE: Recreation fees are intended to recover the following expenses: all direct costs as well as marketing costs associated with programs. These include (as appropriate): facility expenses, transportation, instruction, equipment, supplies and materials. Charges may vary according to location, instructor wages, and contracted services rates. All direct costs are divided proportionately among the participants.

SPORTS PROGRAMS

Team Fees	Per Game
Flag Football	35.00
Volley Ball	27.50
Basketball	60.00
3-on-3 Basketball	22.50
Men's League Softball	50.00
Women's League Softball	47.50
Co-ed League Softball	47.50

NOTES: Fees include costs for staffing, officials, facilities, capital enhancement fees, marketing costs associated with programs, field maintenance and awards. Prices may be adjusted to reflect unanticipated increases in gym rental prices. Number of games offered may be affected by gym availability.

MAPLE LAWN PRESCHOOL

Session	Resident/Non-Resident	Unit
Garden class 3-day session	100.00/133.00	Monthly
3 day Garden class materials fee	45.00/45.00	One-time fee
Garden class 2-day session	75.00/99.00	Monthly
2 day Garden class materials fee	40.00/40.00	One-time fee
Bear class 2-day session	60.00/80.00	Monthly
Bear class materials fee	35.00/35.00	One-time fee

ALBANY RESIDENT DISCOUNT

For most services, Albany residents receive a discount between 20% and 33%. Non-residents typically pay full price. However, frequent non-resident customers may elect to purchase a Frequent Customer Card (FCC), which covers any non-resident surcharges for one full year.

Individual FCC	40.00	Per year
Family FCC	80.00	Per year

EXHIBIT A

AQUATICS PROGRAM

COOL! SWANSON PARK ACTION CENTER

Admission	Daily	10-Visit	Season Pass
Adults/Senior	4.00/5.00	36.00/45.00	120.00/150.00
Youth (6-17 years)	3.25/4.25	31.50/38.25	97.50/127.50
Tot (Through 5 years)	2.50/3.00	22.50/27.00	75.00/95.00
Family (Up to 4 people)	-	-	250.00/300.00
Observers	2.00	-	-

COOL! POOL RENTALS

Pool/Deck	Hourly Resident/Non-Resident
1-50	160.00/185.00
51-75	200.00/215.00
76-100	215.00/235.00
101-150	260.00/285.00
151-200	285.00/315.00
201-250	305.00/335.00
251-300	350.00-375.00

For each additional 25 persons, add \$25.00

COOL! FACILITY RENTALS

Community Room Rental	35.00/40.00
Recreation Room Rental	Rate negotiable
Refundable Damage Deposit	100.00

Maximum 15 persons in Community Room

ALBANY COMMUNITY POOL (ACP)

General Admission	Individual	Annual Pass	20-Visit Cards
Youth	2.75	175.00	50.00
Adult	3.25	200.00	60.00
Senior (55+)	3.00	185.00	50.00
Family	9.00	350.00	-
Parent/Child	3.75	-	-
Combination	-	-	55.00

ACP FACILITY RENTAL

Entire Pool (up to 40 persons)	110.00/hr
Half pool (up to 40 persons)	65.00/hr

EXHIBIT A

FACILITY RENTALS

Picnic Shelters and Stages	Weekday (M-TH) Resident/Non-Resident	Weekend/Holiday Resident/Non-Resident
Bowman	45.00/60.00	60.00/80.00
Bryant #1 or Bryant #2	45.00/60.00	60.00/80.00
Eleanor	40.00/55.00	55.00/75.00
Grand Prairie	55.00/70.00	75.00/95.00
Monteith Shelter	55.00/70.00	75.00/95.00
Monteith Stage/Shelter	105.00/135.00	240.00/315.00
Timber Linn #1 or #2	60.00/75.00	135.00/175.00
Timber Linn Amphitheater*	375.00/375.00	500.00/500.00
Non-Shelter Areas	Rates Negotiable	Rates Negotiable
Refundable Damage Deposit		100% of rental

* Minimum charge. For private, non-sponsored event rentals that require paid admission, the City will be paid 15% of gross sales. Payment to the City will be limited to \$5,000 per event.

Sports Complex	Per Field	Per Complex
Ball Fields	60.00	160.00
Lighting (Per night)	50.00	80.00
Refundable deposit (Per day)	100.00	100.00

MISCELLANEOUS

Alcohol Permit	20.00
Refundable Damage Deposit – Alcohol	150.00
Amplified Sound Permit	10.00
Cancellation Fee	10.00
Dumpsters and Port-a-Pots	Cost + 15%
Refundable Key Deposit (Bollard)	50.00
Refundable Key Deposit (Other)	25.00
Stage Sound and Lighting	50.00
Water for Event Support	20.00
Staff Time for Event Assistance	35.00/Hour

SENIOR CENTER ROOM RENTALS

	Non-Profit Per-Hour	Private Per-Hour	Commercial Per Hour
1 Bay	15.00	25.00	30.00
2 Bays	20.00	30.00	40.00
3 Sections	25.00	45.00	50.00

SENIOR CENTER ROOM RENTALS (Cont.)

EXHIBIT A

	Non-Profit Per-Hour	Private Per-Hour	Commercial Per Hour
Activity Room	20.00	35.00	45.00
Meeting Room	15.00	20.00	25.00
Kitchen	25.00	40.00	60.00
Entire Facility First 2 Hour	40.00	90.00	125.00
Entire Facility Third Hour +	40.00	80.00	100.00
Refundable Security Deposit	100.00 Per Event		
Refundable Alcohol Deposit	500.00 Per Event		
Janitorial Fee – Groups Over 100	100.00 Per Event		



TO: Albany City Council
VIA: Wes Hare, City Manager
Stewart Taylor, Finance Director *[Signature]*
FROM: John Stahl, Assistant Finance Director *[Signature]*
DATE: June 10, 2008
SUBJECT: 2007-2008 Supplemental Budget

Action Requested:

Staff recommends the adoption of the proposed Fiscal Year 2007-2008 supplemental budget.

Discussion:

The proposed supplemental budget changes total \$893,100, a 0.46% increase to the current FY 2007-2008 budget. This supplemental budget will be used to adjust appropriations for personnel services, intrafund transfers, grants activities, and other budget changes as needed. The \$893,100 represents the smallest supplemental budget in recent memory. No single fund required an increase of more than the ten percent level which would require a public hearing. In fact, the Capital Projects Fund, with a 2.10% increase, has the largest change. The proposed changes are discussed on a fund by fund basis in the narrative which is presented below.

Changes to the FY 2007-2008 budget are proposed as follows:

General Fund: In the Fire Suppression program, \$287,000 will be appropriated from contingency for overtime and temporary employees. In the Nondepartmental program, \$10,000 will be appropriated from Contingency for the spay and neuter program and \$1,800 will be appropriated as a transfer to close the FEMA Grant program in the Grants Fund. The transfer to the Debt Service fund for the 2004 Revenue Obligations will increase by \$1,300. There will be no net increase in expenditures for the General Fund.

Parks & Recreation Fund: Appropriations in the Parks Maintenance program will be reduced by \$31,400. Appropriations will be increased in three programs: Senior Center, \$20,400; Urban Forestry Management, \$10,000; and Parks Administration transfer to the Debt Service Fund, \$1,000. There will be no net increase in expenditures for the Parks & Recreation Fund.

Grants Fund: Total revenues and expenditures will increase by \$3,400, 0.24% of the current Grants Fund budget. Appropriations will increase \$1,200 for the 23rd Avenue Infrastructure Grant; \$2,100 for the 2005-06 SHPO Historic Preservation Grant; and \$100 for the 2006-07 SHPO Historic Preservation Grant. In the Library Foundation program, capital will be reduced by \$45,000 to fund a transfer of \$45,000 to the Capital Replacement Fund for Carnegie Library improvement projects.

Capital Replacement Fund: In the General Fund Facilities Maintenance program, a transfer in of \$45,000 will be established from the Library Foundation program in the Grants Fund. The transfer will be used to pay for 50% of qualifying Carnegie Library maintenance projects. The beginning balance in the General Fund Facilities Maintenance program will be reduced by \$45,000. There will be no net increase in expenditures for the Capital Replacement Fund.

Street Fund: \$35,000 will be appropriated from Street Fund Contingency for personnel costs. There will be no net increase in expenditures for the Street Fund.

Capital Projects Fund: Total revenues and expenditures will increase by \$498,000, 2.10% of the current Capital Projects Fund budget. Unanticipated revenues of \$6,000 and \$1,000 will be appropriated in the RMTC-Local Match and RMTC-Federal TEA Grant programs. In the Bicycle Pedestrian Project program, appropriations totaling \$41,000 for design and construction will be made from the July 31, 2007, Beginning Balance. In the Periwinkle Creek Bridge program, appropriations will increase by \$450,000 reflecting the higher than anticipated carryover from the 2006-07 Fiscal Year.

Water Fund: Total revenues and expenditures will increase by \$327,000, 1.07% of the current Water Fund budget. \$50,000 will be appropriated from Water Fund Contingency for personnel services. In a purely bookkeeping change, \$327,000 will be transferred from the Water SDC Improvement Fee program to the Water Debt Service program. In the 2007-08 adopted budget for the Water Debt Service program, there are revenues of \$327,000 in Water SDC-I Fees. For the historical record, it will be clearer to record the SDC fees in the SDC program and show the \$327,000 as a transfer to the debt service program.

Central Services Fund: Appropriations for the Finance program will be reduced by \$15,000. In the Facilities Maintenance program the appropriation for City Hall maintenance will be increased by \$15,000. There will be no net increase in expenditures for the Central Services Fund.

Public Works Services Fund: Total revenues and expenditures will increase by \$64,700, 0.92% of the current Public Works Services Fund budget. Increases in appropriations will be \$20,300 for the PW Administration program and \$44,400 for the Operations Administration program.

RESOLUTION NO. _____

WHEREAS, the Albany City Council adopted a budget for the City of Albany for the 2007-2008 fiscal year on June 27, 2007; and

WHEREAS, there have been occurrences which were not ascertained as the time of the presentation of the budget for Fiscal Year 2007-2008 which require a change in the City's financial planning; and

WHEREAS, there has occurred a pressing necessity which was not foreseen at the time of the preparation of the budget which required prompt action,

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the budget appropriation shown below are hereby approved for the 2007-2008 fiscal year.

	Current Budget	Budget Adjustments	Revised Budget
GENERAL FUND			
Nondepartmental			
Materials & services	\$ 342,700	\$ 10,000	\$ 352,700
Transfers out	1,115,200	3,100	1,118,300
Contingency	2,943,800	(300,100)	2,643,700
Municipal Court	702,100	-	702,100
Code Enforcement	32,000	-	32,000
Fire Suppression	7,144,900	287,000	7,431,900
Public Safety Levy: Fire	995,800	-	995,800
Fire & Life Safety	570,200	-	570,200
Police	10,515,800	-	10,515,800
Public Safety Levy: Police	912,100	-	912,100
Planning	1,128,200	-	1,128,200
Housing	455,000	-	455,000
Library	2,138,200	-	2,138,200
Total GENERAL FUND	\$ 28,996,000	\$ -	\$ 28,996,000

SPECIAL REVENUE FUNDS

PARKS & RECREATION			
Sports Services	\$ 203,500	\$ -	\$ 203,500
Children/Youth/Family Rec Services	219,400	-	219,400
Resource Development/Marketing Services	238,200	-	238,200
Adult Rec & Fitness Services	192,800	-	192,800
Park Maintenance Services	1,494,500	(31,400)	1,463,100
Parks & Recreation Administration	1,444,000	1,000	1,445,000
Senior Services	420,500	20,400	440,900
Aquatic Services	669,800	-	669,800
NW Art & Air Festival	149,000	-	149,000
Performance Series	183,200	-	183,200
Urban Forestry	298,300	10,000	308,300
Park SDC Projects	2,827,100	-	2,827,100
Senior Center Foundation	15,500	-	15,500
Total PARKS & RECREATION	\$ 8,355,800	\$ -	\$ 8,355,800

SPECIAL REVENUE FUNDS, continued

GRANTS

Personnel	\$ 15,100	\$ -	\$ 15,100
Materials & services	290,200	3,400	293,600
Capital	1,109,800	(45,000)	1,064,800
Transfers out	-	45,000	45,000
Total GRANTS	\$ 1,415,100	\$ 3,400	\$ 1,418,500

BUILDING INSPECTION

Building Inspection	\$ 2,684,800	\$ -	\$ 2,684,800
Electrical Permit Program	182,300	-	182,300
ADA Code Enforcement	30,000	-	30,000
Development Code Enforcement	27,000	-	27,000
Total BUILDING INSPECTION	\$ 2,924,100	\$ -	\$ 2,924,100

RISK MANAGEMENT

Materials & services	\$ 1,455,000	\$ -	\$ 1,455,000
Total RISK MANAGEMENT	\$ 1,455,000	\$ -	\$ 1,455,000

ECONOMIC DEVELOPMENT

Target Utilities	\$ 58,600	\$ -	\$ 58,600
Economic Development Activities	1,008,200	-	1,008,200
Albany Municipal Airport	523,400	-	523,400
Total ECONOMIC DEVELOPMENT	\$ 1,590,200	\$ -	\$ 1,590,200

AMBULANCE

Personnel	\$ 1,774,500	\$ -	\$ 1,774,500
Materials & services	387,600	-	387,600
Contingency	30,100	-	30,100
Total AMBULANCE	\$ 2,192,200	\$ -	\$ 2,192,200

PUBLIC TRANSIT

Albany Transit System	\$ 516,300	\$ -	\$ 516,300
Linn-Benton Loop	487,800	-	487,800
Paratransit System	273,900	-	273,900
Total PUBLIC TRANSIT	\$ 1,278,000	\$ -	\$ 1,278,000

PUBLIC SAFETY LEVY

Transfers out	\$ 3,002,900	\$ -	\$ 3,002,900
Total PUBLIC SAFETY LEVY	\$ 3,002,900	\$ -	\$ 3,002,900

CAPITAL REPLACEMENT

Equipment Replacement	\$ 4,235,200	\$ -	\$ 4,235,200
City Facilities Replacement	1,980,000	-	1,980,000
GF Facilities Maintenance Projects	686,500	-	686,500
IT Equipment Replacement	1,044,000	-	1,044,000
Total CAPITAL REPLACEMENT	\$ 7,945,700	\$ -	\$ 7,945,700

SPECIAL REVENUE FUNDS, continued

STREET

Personnel	\$ 683,700	\$ 35,000	\$ 718,700
Materials & services	3,340,300	-	3,340,300
Capital	8,923,200	-	8,923,200
Transfers out	2,165,000	-	2,165,000
Contingency	250,000	(35,000)	215,000
Total STREET	\$ 15,362,200	\$ -	\$ 15,362,200

DEBT SERVICE FUND

DEBT SERVICE

Bancroft Debt Service	\$ 824,200	\$ -	\$ 824,200
1995 Fairgrounds Revenue Bonds	483,800	-	483,800
1999 GO Street Improvement Bonds	517,300	-	517,300
2002 LTD Tax Pension Bonds	621,200	-	621,200
2004 Revenue Obligations	421,700	-	421,700
2007 GO Refunding Bonds	723,400	-	723,400
Total DEBT SERVICE	\$ 3,591,600	\$ -	\$ 3,591,600

CAPITAL PROJECTS FUND

CAPITAL PROJECTS

Albany Data Integration Project	\$ 345,000	\$ -	\$ 345,000
LID Construction Projects	215,000	-	215,000
Albany Station REA Building	1,600,000	-	1,600,000
Albany Station Pathway	630,000	-	630,000
North Albany Park & Ride	950,000	-	950,000
Library Renovation	4,000,000	-	4,000,000
RMTC - Local Match	-	6,000	6,000
RMTC - Federal TEA Grant	-	1,000	1,000
Periwinkle Creek Bridge	949,900	450,000	1,399,900
Bicycle/Pedestrian Project	-	41,000	41,000
ST-07-03 53rd Ave Bridge/Roadway	9,500,000	-	9,500,000
SS-07-02 Ellingson Rd Sewer Ext	1,050,000	-	1,050,000
WL-07-08 Ellingson Rd Water Ext	1,961,000	-	1,961,000
SVC Access Road	1,500,000	-	1,500,000
SVC Water Line	1,000,000	-	1,000,000
Total CAPITAL PROJECTS	\$ 23,700,900	\$ 498,000	\$ 24,198,900

PERMANENT FUNDS

SENIOR CENTER ENDOWMENT

Materials & services	\$ 2,400	\$ -	\$ 2,400
Unappropriated	50,400	-	50,400
Total SENIOR CENTER ENDOWMENT	\$ 52,800	\$ -	\$ 52,800

LIBRARY TRUST

V. O. Torney Trust	\$ 11,900	\$ -	\$ 11,900
Manela Trust	76,600	-	76,600
Total LIBRARY TRUST	\$ 88,500	\$ -	\$ 88,500

ENTERPRISE FUNDS

SEWER

Personnel	\$ 1,816,900	\$ -	\$ 1,816,900
Materials & services	5,572,020	-	5,572,020
Capital	38,210,180	-	38,210,180
Transfers out	3,662,600	-	3,662,600
Debt Service	1,076,900	-	1,076,900
Contingency	354,000	-	354,000
Total SEWER	\$ 50,692,600	\$ -	\$ 50,692,600

WATER

Personnel	\$ 1,807,500	\$ 50,000	\$ 1,857,500
Materials & services	5,962,600	-	5,962,600
Capital	17,985,000	-	17,985,000
Transfers out	25,000	327,000	352,000
Debt Service	4,012,600	-	4,012,600
Contingency	814,400	(50,000)	764,400
Total WATER	\$ 30,607,100	\$ 327,000	\$ 30,934,100

INTERNAL SERVICE FUNDS

CENTRAL SERVICES

Finance	\$ 1,438,400	\$ (15,000)	\$ 1,423,400
Council & Nondepartmental	281,200	-	281,200
City Manager's Office	975,100	-	975,100
Information Technology Services	1,128,000	-	1,128,000
GIS Services	579,200	-	579,200
Permit Tracking	90,700	-	90,700
Human Resources	702,800	-	702,800
Facilities Maintenance	563,000	15,000	578,000
Total CENTRAL SERVICES	\$ 5,758,400	\$ -	\$ 5,758,400

PUBLIC WORKS SERVICES

PW Administration	\$ 636,600	\$ 20,300	\$ 656,900
Engineering Services	2,663,000	-	2,663,000
Operations Administration	1,100,000	44,400	1,144,400
Water Quality Control Services	430,900	-	430,900
PW Customer Services	1,061,500	-	1,061,500
Facilities & Maintenance Engineering	1,130,300	-	1,130,300
Total PUBLIC WORKS SERVICES	\$ 7,022,300	\$ 64,700	\$ 7,087,000

TOTALS	\$ 196,031,400	\$ 893,100	\$ 196,924,500
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DATED AND EFFECTIVE THIS 25th DAY OF JUNE, 2008.

Mayor

ATTEST:

City Clerk

APPROVED: _____

CITY OF ALBANY
CITY COUNCIL
Council Chambers
Wednesday, June 11, 2008
7:15 p.m.
MINUTES

CALL TO ORDER

Mayor Bedore called the meeting to order at 7:17 p.m.

PLEDGE OF ALLEGIANCE TO THE FLAG

Mayor Bedore led the pledge of allegiance to the flag.

ROLL CALL

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

SCHEDULED BUSINESS

Second Public Hearing

Creating an Economic Improvement District in Downtown Albany.

Bedore opened the public hearing.

No one wished to testify.

Bedore closed the public hearing at 7:19 p.m.

City Attorney Jim Delapoer read for the first time in title only "AN ORDINANCE CREATING AN ECONOMIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH ORS 223.112 THROUGH 223.132, AND DECLARING AN EMERGENCY."

MOTION: Councilor Konopa moved to have the ordinance read a second time in title only. Councilor Johnson seconded the motion and it passed 6-0.

Delapoer read the ordinance for a second time in title only.

MOTION: Councilor Reid moved to adopt the ordinance. Konopa seconded the motion and it passed 6-0, and was designated Ordinance No. 5695.

Johnson commented that Albany Downtown Association Manager Rick Rogers did a great job.

Adoption of Findings and Final Decision

PA-01-08 and VR-05-08, appealing the Planning Commission's approval of a tentative partition plat that would divide a 1.59-acre parcel of land into two parcels (north side of Valley View Drive NW).

Bedore explained that staff is asking for the adoption of findings and final decision of file PA-01-08, a Tentative Partition Plat that would divide a 1.59-acre parcel of land into two parcels. The applicant is Orezona Building Company. He said the Council may recall that they held a public hearing on this application May 28 and tentatively approved the application. Staff has presented the Council with a supplemental findings document which provides findings, conclusions, and conditions in addition to the staff report to support the Council's decision. He said that there were motions for the Council's consideration on blue paper on the dais as well as a correction to the report (in agenda file).

Planning Manager Don Donovan explained the difference from the original plat and the revised plat, saying the easement for the shared driveway went from 40-feet wide to 50-feet wide and there was a minor change in the configuration of the easement for the septic system.

Councilor Olsen said he had talked to the owners and they assured him they would not subdivide the property after the partition into two properties, so he is agreeable to the partition. Donovan added that in the conditions of approval, the City is requiring them to record that they will not divide parcel two again.

Councilor Collins noted that although he wasn't at the meeting, he did review the minutes and feels he is informed enough to make a decision on this issue, but will abstain from voting unless necessary.

MOTION: Councilor Christman moved to approve, with conditions, the revised Tentative Partition Plat application that would divide a 1.59-acre parcel of land into two parcels; and the Variance application to

allow four parcels to share an access easement. Reid seconded the motion and it passed 5-0, with Collins abstaining.

Business from the Public

Graig Sheets, from Southern California, provided personal information (in agenda file) regarding drug trafficking in Albany and the surrounding area.

Adoption of Resolutions

Authorizing the Parks & Recreation Department to apply for a Youth Legacy Park Special Grant from the Oregon Parks and Recreation Department for Teloh-Calapooia Park.

MOTION: Reid moved to adopt the resolution authorizing the Parks & Recreation Department to apply for a Youth Legacy Park Special Grant from the Oregon Parks and Recreation Department for the restoration and renovation of Teloh-Calapooia Park to provide a nature based playground and multi-use wood chip path system and authorizing the Parks & Recreation Director to sign the application. Johnson seconded the motion and it passed 6-0, and was designated Resolution No. 5612.

Revising fees for Development Code provisions.

Christman mentioned that although the Planning Department was increasing fees, activities have decreased and therefore the City will not see any increases in revenue.

Konopa agreed, adding that it is not a full cost recovery.

MOTION: Konopa moved to adopt the resolution revising fees for Development Code provisions and repealing Resolution Nos. 5450 and 5478. Reid seconded the motion and it passed 6-0, and was designated Resolution No. 5613.

Revising the Transportation Project List.

MOTION: Konopa moved to adopt the resolution revising the Transportation System Project List and repealing Resolution No. 5481. Reid seconded the motion and it passed 6-0, and was designated Resolution No. 5614.

Adoption of Consent Calendar

- 1) Approval of Minutes
 - a) May 14, 2008, City Council Meeting
 - b) May 19, 2008, City Council Work Session
- 2) Appointing City Manager Pro Tems.
- 3) Authorizing the Fire Department to accept \$1,000 from Joe's Sports & Outdoor Foundation for the 2008 Safety Camp Program. RES. NO. 5622
- 4) Accepting utility easements from Oregon Metallurgical Corporation for the purpose of constructing a:
 - a) sanitary sewer force main. RES. NO. 5615
 - b) sewer force main. RES. NO. 5616
- 5) Annual liquor license renewals.
- 6) Declaring the City's eligibility to receive state revenues. RES. NO. 5617
- 7) Declaring the City's election to receive state revenues. RES. NO. 5618
- 8) Accepting abstract of votes for ballots cast in the state of Oregon election held Tuesday, May 20, 2008:
 - a) City of Albany Measure 22-77: Annexation of property at 330, 340, 410 Clover Ridge Road and Tax Lot 11S-03W-4AB-0900, totaling about 15.9 acres. RES. NO. 5619
 - b) City of Albany Measure 22-78: Annexation of properties located north of Dunlap Avenue NE and west of Clover Ridge Road NE, totaling about 14.9 acres. RES. NO. 5620

Konopa asked to have item 1a) pulled for discussion.

MOTION: Konopa moved to adopt the Consent Calendar with item 1a) pulled for discussion. Reid seconded the motion and it passed 6-0.

Konopa said on page four, line three, the word "passed" should be replaced with "drafted".

MOTION: Konopa moved to adopt item 1a) of the Consent Calendar with the correction. Reid seconded the motion and it passed 6-0.

First Reading of Ordinances

Proclaiming the annexation and zoning of properties located north of Dunlap Avenue and west of Clover Ridge Road NE and containing approximately 14.9 acres.

City Attorney Jim Delapoer read for the first time in title only "AN ORDINANCE PROCLAIMING THE ANNEXATION AND ZONING OF PROPERTIES LOCATED NORTH OF DUNLAP AVENUE AND WEST OF CLOVER RIDGE ROAD NE, AND CONTAINING APPROXIMATELY 14.9 ACRES."

MOTION: Reid moved to have the ordinance read a second time in title only. Konopa seconded the motion and it passed 6-0.

Delapoer read the ordinance for a second time in title only.

MOTION: Reid moved to adopt the ordinance. Konopa seconded the motion and it passed 6-0, and was designated Ordinance No. 5696.

Proclaiming the annexation of property on Clover Ridge Road NE and containing approximately 15.9 acres.

City Attorney Jim Delapoer read for the first time in title only "AN ORDINANCE PROCLAIMING THE ANNEXATION OF PROPERTY ON CLOVER RIDGE ROAD NE AND CONTAINING APPROXIMATELY 15.9 ACRES."

MOTION: Reid moved to have the ordinance read a second time in title only. Konopa seconded the motion and it passed 6-0.

Delapoer read the ordinance for a second time in title only.

MOTION: Reid moved to adopt the ordinance. Johnson seconded the motion and it passed 6-0, and was designated Ordinance No. 5697.

Second Reading of Ordinance

Amending Ordinance No. 4441, which adopted the City of Albany Zoning Map and adopting findings, conclusions, and condition for properties located west of Clover Ridge Road NE.

Delapoer read for a second time in title only "AN ORDINANCE AMENDING ORDINANCE NO. 4441, WHICH ADOPTED THE CITY OF ALBANY ZONING MAP AND ADOPTING FINDINGS, CONCLUSIONS, AND CONDITIONS FOR PROPERTIES LOCATED WEST OF CLOVER RIDGE ROAD NE."

MOTION: Reid moved to adopt the ordinance. Konopa seconded the motion and it passed 6-0, and was designated Ordinance No. 5698.

Award of Bid

SS-06-05, 34th Avenue sanitary sewer lift station.

City Engineer Mark Shepard said that unfortunately the bids for this project came in over the Engineer's estimate.

MOTION: Collins moved to award the contract in the amount of \$1,626,900 to the low bidder, Emery & Sons Construction, Inc., of Stayton, Oregon. Johnson seconded the motion and it passed 6-0.

Report

BR-06-01, Second Avenue crossing of Periwinkle Creek.

Shepard said that this project came in under budget. The City had to terminate the first contract because of failure to make substantial progress on the project. Emery & Sons Inc. became the second contractor and was able to complete construction of the project, including final asphalt paving, in December 2007. Costs for this project are funded from money that the City received through the 2003 OTIA III Local Bridge program. The signed agreement between the City and ODOT require the City to return any unspent balance, which is approximately \$80,500.

BUSINESS FROM THE COUNCIL

Christman said that it seems that the Council deals with infrastructure concerns in North Albany on a regular basis. He would like to propose having a task force to look at infrastructure issues there. Not only would the task force identify problem areas, but they would be tasked to put together a plan to look at how to prioritize and

fund solutions. He said he wouldn't want the task force to focus on growth in North Albany, but to figure out a way to fix some of the issues that exist. He believes the task force should include representation from the City at large as well as Councilors and representatives from North Albany.

Konopa said she believes it is good to explore those issues. She would ask staff to review the possibility for timing, costs, and have them bring back information and a timeline. She would want the Council to decide on representation.

City Manager Wes Hare said there is a master plan for utilities that can be reviewed for needs. Does the Council want them to look at funding options? Christman added for them to prioritize as well. He said that one area he talked to Public Works Director Diane Taniguchi-Dennis about was sewer and septic tanks. There are a significant number in North Albany and they will eventually have to be connected to the sewer system. Christman said he wants the task force to give direction to staff, similar to the process that happened for the water rates.

Johnson agreed with Christman.

Collins said there is a 40-year history of infrastructure concerns in North Albany. There are multiple plans out there. He would agree to have a group come together to share information and provide that information to the Council and the community. The City is spending money and making progress; although sometimes it is not visible.

Olsen said, if we have a task force, the public wouldn't get to see much. He prefers providing public information. He agrees with Collins that the City needs to educate citizens.

Bedore thinks Christman is talking about integration, linking the multiple plans for the area together, and getting some fresh ideas. He likes the approach used with the Transportation Plan; meetings in schools, inviting the surrounding neighborhood, etc.

Johnson said she would like to see the task force prioritize concerns. They should answer the question: what needs to be done now?

Christman said his intent is not to get information out to people in North Albany, but with the information the City gets, formulate a plan that prioritizes needs in North Albany. Using the Water Task Force as an example, he explained that the Water Task Force put the City on a path to get a water facility in place.

Hare suggested that the first step is to have the Public Works and Community Development Departments, at a City Council Work Session, prepare an executive summary of the major infrastructure issues in North Albany and the current planned improvements. He said that would give the Council an idea of the basic structure in North Albany and give a base line from which to draw. The Council can go from there. The Council agreed and directed staff to proceed.

Christman said he would not be able to attend the June 23 Council Work Session with the Linn County Commissioners.

Hare said the Special Work Session on electronic agenda packets has been rescheduled for July 14.

Olsen commented that his neighbors were pleased with the work and the way it was done regarding separating storm drains on roofs from flowing out to the street into the sewer system. Shepard will pass that along to the company the City hired.

Johnson related a compliment about Chief Boyd from a police staff member.

Reid welcomed the returning National Guard members. Bedore suggested the Council pass a resolution or proclamation welcoming the 224 Engineer Company back to the community. The Council agreed and directed staff to prepare something to be adopted at the next meeting.

Konopa said she attended a meeting regarding neighborhood concerns about the Waverly Drive project. She said Shepard was there as well and the community had an opportunity to air their concerns about a traffic light.

Bedore said he would be going to visit a site regarding the PSRB Siting Committee, the community homes for incarcerated state sex offenders.

Hare reported that staff had a visit from representatives from PepsiCo. They were in town meeting with representatives of the Weatherfords, concerning property PepsiCo is purchasing, and dropped by to meet with City personnel. He also reported that he went to the state capital to give a report on the "Big Look" Committee, which has been reinstated.

Shepard asked the Council to suggest names for the road in front of the new school being built in north east Albany. As it runs north and south, it cannot be an avenue. The Council agreed to submit names.

Albany City Council Regular Session
Wednesday, June 11, 2008

NEXT MEETING DATE

The next Work Session of the City Council will be a Joint Work Session with the Linn County Commissioners on June 23, 2008, at 4:00 p.m., and the next Regular Session is scheduled for June 25, 2008, at 7:15 p.m., in the Council Chambers, at City Hall.

ADJOURNMENT

There being no other business, the meeting was adjourned at 8:20 p.m.

Respectfully submitted by,

Reviewed by,

Betty Langwell, CMC
City Clerk

Stewart Taylor
Finance Director

A RESOLUTION EXTENDING CITY OF ALBANY'S WORKERS' COMPENSATION COVERAGE TO VOLUNTEERS FOR POLICY YEAR 2008-2009

WHEREAS, the City of Albany elects the following:

Pursuant to ORS 656.031, workers' compensation coverage will be provided to the classes of volunteer workers listed on the attached Volunteer Election Form.

1. An assumed monthly wage of \$1,200 per month will be used for public safety volunteers; and
2. An aggregate assumed annual wage of \$2,500 will be used for public officials and per volunteer board, commission, and committee for the performance of administrative duties; and
3. Nonpublic safety volunteers will keep track of their hours and have their assumed payroll reported in the correct class code for the type of work being performed using Oregon minimum wage; and
4. Court-mandated community service workers/inmates on work release may be covered for workers' compensation benefits by the sentencing court. Coverage will be determined prior to work inception and stipulated to in writing between City of Albany and the respective sentencing court. Court-mandated volunteers will keep track of their hours and have their assumed payroll reported in Class Code 7720V using Oregon minimum wage; and
5. A roster of active volunteers (public safety, nonpublic safety, and community service workers/inmates on work release) will be kept monthly for reporting purposes. It is acknowledged that City/County Insurance Services may request copies of these rosters during year-end audit; and
6. Unanticipated volunteer projects or exposure not addressed herein will be added onto City of Albany's coverage agreement (a) by endorsement, (b) with advance notice to CIS, and (c) allowing two weeks for processing. It is hereby acknowledged that coverage of this type cannot be backdated.

NOW, THEREFORE, BE IT RESOLVED by the City Council of City of Albany to provide for workers' compensation insurance coverage as indicated above. This resolution will be updated annually.

DATED AND EFFECTIVE THIS 25TH DAY OF JUNE 2008.

Mayor

ATTEST:

City Clerk

VOLUNTEER ELECTION FORM

Entity Name: City of Albany

Coverage Year: 7/1/2008

CIS= ability to provide workers= compensation coverage for volunteers is directly related to each entity=s ability to keep verifiable records of the names and hours worked by participants. Claims adjusters will verify coverage at the time a claim is filed.

(A) Public Safety Volunteers (Code 8411, 8411F, 8411FC)

Column (1) - Using last year=s rosters, estimate the number of volunteer months for each position and enter the total on the appropriate line in Column (1). Some volunteers are not active every month, i.e., one volunteer firefighter may be active five months out of the year, two volunteer firefighters may be active 12 months out of the year, and five volunteer firefighters may be active only one month out of the year. Thus, the number of volunteer firefighter months would be 34 (1 x 5 + 2 x 12 + 5 x 1).

Column (2) - Refer to your Volunteer Resolution before filling out the amounts in Column No. 2 below. Use an assumed monthly wage of no less than \$800 per volunteer per month (regardless if one day or 30 are worked) for contribution payment and calculation of benefits. This assumed monthly wage may be increased at the entity=s discretion in increments of \$100.

Multiply (1) x (2) = Estimated Assumed Payroll				
Volunteer Category	Class Code	(1) Est. No. of Volunteer Months*	(2) Assumed Monthly Wage	(1) x (2) = (3) 2008-09 Estimated Assumed Payroll
Ambulance Driver	8411			
Ambulance Technician	8411			
Crime Prevention Unit	8411			
Sheriff	8411			
Emergency Med Technician	8411			
Explorer Scout	8411	83	1200	99,600
Fire Chief/Asst. Fire Chief	8411FC			
Firefighter	8411F	12	1200	14,400
Police Officer	8411			
Police Reserve	8411			
Probation Officer	8411			
Search and Rescue	8411			
Sheriff=s Posse	8411			
CERT/Quick Response	8411			
Other (please specify)	8411			

(B) Public officials on unpaid boards, commissions, and councils (Code 8742V)

CIS has designated Class Code 8742V for this type of exposure, if functions performed are strictly administrative, clerical, no manual labor, reimbursed for expenses only and receive no remuneration. If you wish to provide workers= compensation benefits, you may do so using an aggregate \$2,500 assumed annual payroll amount for each Board, Commission, and Council you elect to cover, regardless of how many officials are on each Board, Commissions or Council.

Type (City Council or Planning Commission or Budget Committee, etc.) If additional space is needed, please attach another sheet.	Estimated Assumed Payroll (\$2,500 each)
Six City Councilors PLEASE SEE ATTACHED LIST	
Nine Planning Commissioners	
Seven Budget Committee Members	
TOTAL:	52,500

(C) Public officials performing manual labor (Code 8742V)

CIS has designated Class Code 8742V for this type of exposure as well. Coverage for this exposure is available based on an assumed monthly wage of \$800 per month per public official.

Multiply (1) x (2) = Estimated Assumed Payroll			
Position (Mayor, etc.) If additional space is needed, please attach another sheet.	(1) No. of Months per year	(2) Assumed Monthly Wage (\$800)	(3) 2008-09 Estimated Assumed Payroll
N/A			
TOTAL:			

(D) Court-Mandated Community Service Workers/Inmates (Code 7720V)

If your entity uses workers from the correctional system (i.e., community service workers, inmates on work release, peer review crews, etc.), it is important to clarify in writing who will provide workers= compensation coverage for these workers prior to work inception. CIS recommends you obtain a Certificate of Coverage for Workers= Compensation from the sentencing court or make arrangements to provide coverage through your own entity. If you are responsible for providing the workers= compensation coverage, be sure to keep monthly time records for these workers and report them using Oregon minimum wage (\$7.95 per hour effective 1/1/2008). CIS has designated Class Code 7720V for this type of exposure.

TYPE
(City Council or Planning Commission or Budge Committee, etc.)

ALBANY ARTS COMMISSION	\$	2,500
ALBANY REVITALIZATION AGENCY (ARA) BOARD	\$	2,500
ARA BUDGET COMMITTEE	\$	2,500
AUDIT COMMITTEE	\$	2,500
BICYCLE & PEDESTRIAN ADVISORY COMMISSION	\$	2,500
BUDGET COMMITTEE	\$	2,500
BUILDING BOARD OF APPEALS	\$	2,500
CARA FINANCE SUBCOMMITTEE	\$	2,500
CARA SMALL GRANTS SUBCOMMITTEE	\$	2,500
CENTRAL ALBANY REVITALIZATION AREA (CARA) ADVISORY BOARD	\$	2,500
CITY COUNCIL (INCLUDING MAYOR)	\$	2,500
CITY TREE COMMISSION	\$	2,500
HUMAN RELATIONS COMMISSION	\$	2,500
JOINT WATER PROJECT MANAGEMENT COMMITTEE	\$	2,500
LANDMARKS ADVISORY COMMISSION	\$	2,500
LIBRARY BOARD	\$	2,500
PARKS & RECREATION COMMISSION	\$	2,500
PLANNING COMMISSION	\$	2,500
PUBLIC SAFETY COMMISSION	\$	2,500
SENIOR CENTER ENDOWMENT COMMITTEE	\$	2,500
TRAFFIC SAFETY COMMISSION	\$	2,500
	TOTAL \$	52,500

(E) All other volunteers (Codes – see below)

Assumed payroll for all other volunteer elections should be computed at **Oregon minimum hourly wage (\$7.95 effective 1/1/2008)** times actual hours worked and reported in the appropriate NCCI classification code with a suffix "V". Unanticipated volunteer projects or exposure can be added throughout the coverage year (1) by endorsement, (2) with advance notice to CIS, and (3) allowing two weeks for processing. Coverage of this type cannot be backdated.

Multiply (1) x (2) x (3) x (4) = Estimated Assumed Payroll						
Volunteer Category	NCCI Code	(1) Est. No. of Volunteers per month	(2) No. of Hours per month	(3) No. of Months per year	(4) Oregon Minimum Wage (\$7.95)	(5) 2008-09 Estimated Assumed Payroll
Building Maintenance	9015V					
Clerical	8810V					
Community Center	9102V	4	25	12	7.95	9,540
Court-Mandated Community Service Workers	7720V	8	60	12	7.95	45,792
Emergency Call Center	8810V					
Garbage/Refuse	9403V					
Interpreters	8810V					
Janitorial	9015V					
Library	8810V	50	10	12	7.95	47,700
Lifeguards (pools)	9015V					
Lifeguards (beaches & rivers)	9102V	10	11	12	7.95	10,494
Meal Site Volunteers	9079V					
Parks & Drivers	9102V					
Public Health <i>(please call CIS for proper class code)</i>						
RV Park	9015V					
Senior Center	9061V	150	16	12	7.95	228,960
Sewer & Drivers	7580V					
Sewer/Street Cleaning	9402V					
Snow Removal	9402V					
Street/Road Maintenance	5506V					
Waterworks & Drivers	7520V					
Other <i>(please specify)</i> BAILIFF	8820V	1	173.33	12	7.95	16,560



TO: Albany City Council
VIA: Stewart Taylor, Finance Director *ST*
FROM: Linda Booth, Parks & Recreation Clerk III
DATE: June 18, 2008, for the June 25, 2008 City Council Meeting
SUBJECT: Annual Liquor License Renewals

RELATES TO STRATEGIC PLAN THEME: • A Safe City

Action Requested:

Council approval for these annual liquor license renewals

Discussion:

Following is a list of businesses that have submitted an application for liquor license renewal. These businesses have paid their fees.

TOM TOM DELI & MARKET	321 AIRPORT RD SE
WINE DEPOT & DELI	300 SW 2ND
WINE DEPOT & DELI	300 SW 2ND
FRONT STREET BAR & GRILL	2300 FRONT ST N
PEPPER TREE SAUSAGE HOUSE	1125 SALEM AVE SE
GEARY STREET MARKET	2805 GEARY ST
76 FOOD MART	3135 SANTIAM HWY
MARRAKESH FULL SERVICE SALON	2736 PACIFIC BLVD
RIVERVIEW MONGOLIAN GRILL ALBANY	2125 PACIFIC BLVD
LUCKY LARRY'S LOUNGE	1295 COMMERCIAL WY
DISCOUNT CIGARETTES	2850 SANTIAM HWY SE
LAKE SHORE LANES	5432 PACIFIC BLVD SW
JAVA NETWORK	5444 PACIFIC BLVD
FAVORITE MISTAKE	5420 PACIFIC BLVD SW
RILEY'S BILLIARDROOM	124 BROADALBIN
RED ROBIN RESTAURANT	1845 14 TH AVE SE

Budget Impact:

Revenue of \$560

lb



TO: Albany City Council

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

FROM: Jeni Richardson, P.E., Civil Engineer III *Jeni For MWS*

DATE: June 9, 2008, for the June 25, 2008, City Council Meeting

SUBJECT: Grant from ODOT for Additional Analysis for the Transportation System Plan

Action Requested:

Staff requests Council approve the attached resolution that accepts grant funds from Oregon Department of Transportation (ODOT) for additional analyses of ODOT intersections and corridors beyond the Transportation System Plan (TSP) scope of work.

Discussion:

ODOT requested additional analyses of ODOT intersections and corridors to clarify the TSP project list, costs, and priorities in the TSP document. This requested work will be conducted by Kittelson and Associates, Inc. (KAI) and funded entirely by ODOT.

Budget Impact:

There will be no budget impact to accepting this grant or performing this work.

Jen:kw
Attachment
c: Barbara Powell, Accounting Specialist

RESOLUTION NO. _____

A RESOLUTION ACCEPTING FEDERAL HIGHWAY ADMINISTRATION STATE PLANNING AND RESEARCH GRANT FOR ADDITIONAL ANALYSIS FOR TRANSPORTATION SYSTEM PLAN.

WHEREAS, at the City Council meeting on September 27, 2006, the City Council approved a contract with Kittelson and Associates, Inc. (KAI) for Transportation System Plan work; and

WHEREAS, Oregon Department of Transportation (ODOT) desires additional analyses beyond the original scope of work; and

WHEREAS, ODOT is funding the additional work using Federal Highway Administration (FHWA) State Planning and Research (SPR) funds as described in Intergovernmental Agreement (IGA) #23097.01; and

WHEREAS, the conditions of obtaining this grant do not require a local match; and

WHEREAS, a receipt of these funds as invoices are presented will allow the City to complete additional analysis at ODOT intersections (KAI Task #12), ODOT corridors (KAI Task #13), and up to three steering committee meetings (KAI Task #14); 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 FHWA SPA Grant set forth in IGA #23097.01 in the amount of \$44,713 for additional analysis of ODOT intersections and corridors, and authorizes the City Manager to execute the agreements and conditions for their acceptance.

BE IT FURTHER RESOLVED that the Albany TSP-ODOT IGA #23097.01 grant in the amount of \$44,713 is hereby appropriated in the 2008-2009 budget as follows:

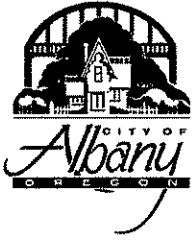
	<u>Debit</u>	<u>Credit</u>
Resources		
250-50-2700-42028 Federal Hwy Adm (20.205)	\$44,713	
Requirements		
250-50-2700-60232		\$44,713

DATED AND EFFECTIVE THIS 25TH DAY OF JUNE 2008.

Mayor

ATTEST:

City Clerk



TO: Albany City Council

VIA: Diane Taniguchi-Dennis, Public Works Director DSTT
Guy Mayes, Special Projects Coordinator GM

FROM: Ted Frazier, Transit Programs Supervisor TF

DATE: June 19, 2008, for the June 25, 2008, City Council Meeting

SUBJECT: Acceptance of the 2008-2009 Section 5311 Operating Assistance Grant Agreements for the Public Transit Systems

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

Action Requested:

Staff recommends that the Albany City Council accept the 2008-2009 Rural and Small Urban Area, Section 5311, Operating Assistance Grant Agreements for the Albany Transit System (ATS) and the Linn-Benton Loop Transit System (Loop) by adopting the attached resolution and authorizing the Public Works Director to sign the agreements on behalf of the City.

Discussion:

Section 5311 of Title 49 of the United States Code provides for operating assistance funding for transit systems in nonurbanized areas. Each year, staff applies to the Oregon Department of Transportation (ODOT), Public Transit Division, for operating assistance grants under the Rural and Small Urban Areas (5311) Formula. In 2008-2009, ATS will receive \$225,792 and the Loop \$167,208 from this program. The funding amounts are based on a formula administered by Public Transit Division which includes population, number of rides, and service miles.

Budget Impact:

The grant amounts are included in the 2008-2009 ATS (213-16-1106) and Loop (213-16-1107) budgets.

TF:rr
Attachments

U:\Economic Development\Transit\Council Memos\CM5311 08-09.doc

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE OREGON DEPARTMENT OF TRANSPORTATION, PUBLIC TRANSIT DIVISION, RURAL AND SMALL URBAN AREAS, SECTION 5311, OPERATING ASSISTANCE GRANTS FOR FISCAL YEAR 2008-2009

WHEREAS, the state of Oregon Department of Transportation, Public Transit Division, has submitted the 2008-2009 annual Section 5311 operating assistance grant agreements for the Albany Transit System and the Linn-Benton Loop Transit System; and

WHEREAS, the City of Albany is the service provider for the Albany Transit System and the Linn-Benton Loop Transit System; and

WHEREAS, conditions of obtaining these grants include compliance with the DEPARTMENT OF TRANSPORTATION TITLE VI ASSURANCE and the ANNUAL CIVIL RIGHTS ASSURANCE; 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 Albany City Council accepts the Section 5311 Operating Assistance Grants in an amount not to exceed \$225,792 for Albany Transit System and an amount not to exceed \$167,208 for the Linn-Benton Loop Transit System for the fiscal year 2008-2009; and

BE IT FURTHER RESOLVED that the Albany City Council accepts these grants and authorizes the Public Works Director to execute the agreements and conditions for their acceptance.

DATED AND EFFECTIVE THIS 25TH DAY OF JUNE 2008.

Mayor

ATTEST:

City Clerk



Oregon
Theodore R. Kulongoski, Governor

Department of Transportation
Public Transit Division
Mill Creek Office Building
555 13th Street NE, Suite 3
Salem, OR 97301-4179
Telephone (503) 986-3300
FAX (503) 986-4189
www.oregon.gov/odot/pt

June 16, 2008

Mr. Ted Frazier
Transit Programs Supervisor
City of Albany
PO Box 490
Albany, Oregon 97321

Re: ODOT Grant Agreement Number 24811

Dear Mr. Frazier:

Enclosed are two copies of grant agreement number 24811 between ODOT – Public Transit Division and City of Albany for general public transportation operations. The source of the grant is Federal Transit Administration Section 5311 funds.

Please have the agreements reviewed, signed and dated by the appropriate person(s) and return both to:

Public Transit Division
Attn: Malle Boals
555 13th Street NE, Suite 3
Salem OR 97301-4179

Public Transit Division will have the appropriate ODOT representative sign the agreements and a signed original will be returned to you for your records. Please be aware that the agreement is not executed until all required parties have signed and dated the agreement.

Please call me if you have questions or if I can assist you in any way. My phone number is (503) 986-4414

Sincerely,

Sharon Peerenboom

Sharon Peerenboom
Small City and Rural Program Manager
Sharon.k.peerenboom@odot.state.or.us

Enclosures: (2)

Misc. Contracts and Agreements
Agreement No. 24811
Rural and Small Urban Areas (5311) Formula

PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

STATE GRANT AGREEMENT NO. 24811

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 \$402,625.00. Maximum allowable reimbursement shall be either 56.08% of eligible costs or \$225,792.00, whichever is less.
2. This Agreement shall begin on July 1, 2008 or upon execution by all parties, whichever date is later, and shall expire, unless otherwise terminated, on June 30, 2009.

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 2008 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements.

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These certifications and assurances are used in connection with all Federal assistance programs administered by FTA during Federal Fiscal Year 2008. These certifications and assurances include all annual certifications required by 49 U.S.C. § 5311 Rural and Small Urban Areas Program.

SIGNATURE PAGE TO FOLLOW

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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 St. NE, Suite 3
Salem, Oregon 97301-4179

Signature (Legally designated representative)

Signature

Diane Taniauchi-Dennis
Name (printed or typed)

Michael R. Ward
Name

Public Works Director
Title

Date

Administrator
Title

Date

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

Name (printed or typed)

Title

Date

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 4220.1B, *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. contracts will not exceed a period of five (5) years without prior approval of FTA;
 - e. architectural and engineering procurements are based on Brooks Act procedures unless the State of Oregon has adopted a statute that governs such procurements.
3. If Recipient enters into a subagreement or contract for services or purchases associated with this Agreement, Recipient is responsible for submission of any such draft subagreement or contract to State for review and approval. Recipient is also responsible to obtain State approval of any procurement process prior to solicitation, which approval shall not be unreasonably held. Best Practices Procurement Manual, a technical aid prepared by the FTA, is available on the FTA website: www.fta.dot.gov for further assistance.
4. 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.

5. Recipient shall maintain all required records for at least six (6) years after State's final payment.
6. To receive reimbursement as described in Section II, Paragraph A, of this Agreement, Recipient shall submit quarterly progress reports, unless an alternative reporting schedule is mutually agreed upon by Recipient and State. 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.
7. 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, and 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 forty-five (45) days after the last day of the quarter.
8. 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.
9. 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.
10. 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.
11. 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

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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.

12. 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.
13. 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.
14. 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.).
15. 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, 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

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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 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. 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.

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.

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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.
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, 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.

9. Recipient has certified to State that it will comply with 49 CFR 604 in the provision of any charter service provided with equipment or 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, subrecipients and their contractors with safety sensitive employees (except maintenance contractors) shall comply with the drug and alcohol testing

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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 ten (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.
- 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 the 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 sub recipients 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 six (6) 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 A
PROJECT DESCRIPTION AND BUDGET

Project Description	Grant Amount	Local Share	Project Total
General Public Transportation	\$225,792.00	\$176,833.00	\$402,625.00
TOTAL	\$225,792.00	\$176,833.00	\$402,625.00
Expanded Project Description			
This grant provides funding for general public transportation in the City of Albany. Fixed route service is provided within the city limits of Albany plus some urban growth boundary areas. Service is provided Monday through Friday. Estimated ridership is 74,000 passenger trips.			

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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 (s) as indicated below:

Federal Program Title Federal Funds Available through: 49 U.S.C. § 5311 Program	Total Federal Funding \$225,792.00
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



Oregon
Theodore R. Kulongoski, Governor

Department of Transportation
Public Transit Division
Mill Creek Office Building
555 13th Street NE, Suite 3
Salem, OR 97301-4179
Telephone (503) 986-3300
FAX (503) 986-4189
www.oregon.gov/odot/pt

June 16, 2008

Mr. Ted Frazier
Transit Programs Supervisor
City of Albany
PO Box 490
Albany, Oregon 97321

Re: ODOT Grant Agreement Number 24832

Dear Mr. Frazier:

Enclosed are two copies of grant agreement number 24832 between ODOT – Public Transit Division and City of Albany for general public transportation operations. The source of the grant is Federal Transit Administration Section 5311 funds.

Please have the agreements reviewed, signed and dated by the appropriate person(s) and return both to:

Public Transit Division
Attn: Maile Boals
555 13th Street NE, Suite 3
Salem OR 97301-4179

Public Transit Division will have the appropriate ODOT representative sign the agreements and a signed original will be returned to you for your records. *Please be aware that the agreement is not executed until all required parties have signed and dated the agreement.*

Please call me if you have questions or if I can assist you in any way. My phone number is (503) 986-4414

Sincerely,

Sharon Peerenboom

Sharon Peerenboom
Small City and Rural Program Manager
Sharon.k.peerenboom@odot.state.or.us

Enclosures: (2)

Misc. Contracts and Agreements
Agreement No. 24832
Rural and Small Urban Areas (5311) Formula

PUBLIC TRANSIT DIVISION
OREGON DEPARTMENT OF TRANSPORTATION

STATE GRANT AGREEMENT NO. 24832

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 \$298,160.00. Maximum allowable reimbursement shall be either 56.08% of eligible costs or \$167,208.00, whichever is less.
2. This Agreement shall begin on July 1, 2008 or upon execution by all parties, whichever date is later, and shall expire, unless otherwise terminated, on June 30, 2009.

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 2008 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements.

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SIGNATURE PAGE TO FOLLOW

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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.

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City of Albany
PO Box 490
Albany, Oregon 97321

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

Signature (Legally designated representative)

Signature

Diane Taniguchi-Dennis
Name (printed or typed)

Michael R. Ward
Name

Public Works Director
Title

Date

Administrator
Title

Date

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

Name (printed or typed)

Title

Date

Agreement Obligations and General Provisions

I. RECIPIENT OBLIGATIONS

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 - 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);
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4. 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.

5. Recipient shall maintain all required records for at least six (6) years after State's final payment.
6. To receive reimbursement as described in Section II, Paragraph A, of this Agreement, Recipient shall submit quarterly progress reports, unless an alternative reporting schedule is mutually agreed upon by Recipient and State. 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.
7. 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, and 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 forty-five (45) days after the last day of the quarter.
8. 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.
9. 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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.).
15. 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, 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.

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 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. 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.

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.
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, 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.

9. Recipient has certified to State that it will comply with 49 CFR 604 in the provision of any charter service provided with equipment or 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, 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 ten (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.
- 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 the 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 sub recipients 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 six (6) 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 A
PROJECT DESCRIPTION AND BUDGET

Project Description	Grant Amount	Local Share	Project Total
General Public Transportation	\$167,208.00	\$130,952.00	\$298,160.00
TOTAL	\$167,208.00	\$130,952.00	\$298,160.00
Expanded Project Description			
This grant provides funding for general public transportation services between Albany and Corvallis. Commuter service is offered Monday through Saturday. Estimated ridership is 88,000 passenger trips.			

Misc. Contracts and Agreements
 Agreement No. 24832
 Rural and Small Urban Areas (5311) Formula

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 (s) as indicated below:

Federal Program Title Federal Funds Available through: 49 U.S.C. § 5311 Program	Total Federal Funding \$167,208.00
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



TO: Albany City Council

VIA: Diane Taniguchi-Dennis, Public Works Director DSTD
Guy Mayes, Special Projects Coordinator gm

FROM: Ted Frazier, Transit Programs Supervisor TF

DATE: June 19, 2008, for the June 25, 2008, City Council Meeting

SUBJECT: Acceptance of 2008-2009 Linn-Benton Community College Intergovernmental Agreement for Albany Transit System and the Linn-Benton Loop Transit System Pass Programs and the Linn- Benton Loop Partnership

- RELATES TO STATEGIC PLAN THEME:
- Great Neighborhoods
 - An Effective Government

Action Requested:

Staff recommends the City Council accept the 2008-2009 Linn-Benton Community College (LBCC) intergovernmental agreement for Albany Transit System (ATS) and the Linn-Benton Loop Transit System (Loop) Pass Programs and the 2008-2009 Linn-Benton Loop Partnership by adopting the attached resolution and authorizing the Public Works Director to sign the agreement on behalf of the City.

Discussion:

ATS and the Loop provide rides for LBCC students, staff, and faculty at no additional cost to the individuals upon display of their LBCC identification card. Students must have a valid term sticker on their cards. In exchange, LBCC agrees to provide bus fare match for ATS and the Loop. Because of the large number of dual enrollment students, Oregon State University has agreed to participate in funding the Loop portion of the established pass program.

Budget Impact:

The total LBCC bus fare match contribution for fiscal year 2008-2009 is \$46,800. Of this amount, \$9,800 is allocated to ATS (213-16-1106) and \$20,500 is allocated to the Loop (231-16-1107) for the annual pass programs fee plus \$16,500 for the Pass Program Partnership Fee. The percentage split is based on ridership statistics.

TF:rr
Attachments 2

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RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE 2008-2009 LINN-BENTON COMMUNITY COLLEGE INTERGOVERNMENTAL AGREEMENT FOR ALBANY TRANSIT SYSTEM AND THE LINN-BENTON LOOP TRANSIT SYSTEM PASS PROGRAMS

WHEREAS, Linn-Benton Community College has submitted the 2008-2009 intergovernmental agreement for Albany Transit System and the Linn-Benton Loop Transit System pass programs; and

WHEREAS, the City of Albany is the service provider for Albany Transit System and the Linn-Benton Loop Transit System; 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 the Linn-Benton Community College funding support in the amount of \$46,800 for fiscal year 2008-2009 of which \$9,800 is allocated to ATS and \$20,500 is allocated to the Loop for the annual pass programs fee plus \$16,500 for the Pass Program Partnership Fee; and

BE IT FURTHER RESOLVED that Albany Transit System and the Linn-Benton Loop Transit System will provide rides to Linn-Benton Community College students, staff, and faculty at no additional cost to the individuals upon display of their Linn-Benton Community College identification card with valid term sticker, if required; and

BE IT FURTHER RESOLVED that the Albany City Council and authorizes the Public Works Director to execute the agreement and condition for their acceptance; and

DATED AND EFFECTIVE THIS 25TH DAY OF JUNE 2008.

Mayor

ATTEST:

City Clerk

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____ 2008, by and between the CITY OF ALBANY, hereinafter referred to as "City," and LINN-BENTON COMMUNITY COLLEGE, hereinafter referred to as "LBCC," the promises of each being given in consideration of the promises of the other.

WHEREAS, the City is the operator of the Linn-Benton Loop Transit System (Loop), which provides economical, effective, and responsive public transportation between Albany, Corvallis, OSU, and Linn-Benton Community College (LBCC); and

WHEREAS, the City is the operator of the Albany Transit System (ATS), which provides economical, effective, and responsible public transportation within Albany City limits; and

WHEREAS, LBCC desires to provide a public transit option for LBCC students, staff, and faculty; and

WHEREAS, the City agrees to provide regular bus route transportation on the Loop and ATS to LBCC students, staff, and faculty at no fare upon the display of a valid LBCC identification card.

NOW, THEREFORE, the parties agree as follows:

1. Compensation. Linn-Benton Community College will compensate the City of Albany a total amount of \$46,800, for use as follows:
 - a) Albany Transit System Group Pass Program: LBCC shall pay \$9,800 to the City to provide transit service on Albany Transit System for LBCC students, staff, and faculty.
 - b) Linn-Benton Loop Group Pass Program: LBCC shall pay \$20,500 to the City to provide transit service on the Linn-Benton Loop for LBCC students, staff, and faculty.
 - c) Linn-Benton Loop Partnership Program: LBCC shall pay \$16,500 to the City to enhance transit service for LBCC students, staff, and faculty in addition to the above Linn-Benton Loop Group Pass Program.
2. Scope of Service. The transit service provided shall be on regular Loop and ATS bus routes.
3. Purpose. The City shall use these funds to offset the operating expenses of the Loop and ATS bus systems.
4. Term. The period of this Agreement is from July 1, 2008, through June 30, 2009.
5. Review. The City will record and review the affected ridership figures monthly and adjust the requested Compensation accordingly on an annual basis.
6. Each party shall indemnify and hold harmless the other from any suits or damages caused by the negligent actions or omission of its employees or agents. Nothing in the hold harmless condition shall be deemed to create a liability in excess of the Oregon Tort Claims limit for

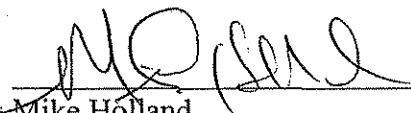
either party. The City shall maintain general and automobile liability insurance meeting or exceeding the amounts stated in ORS 30.260 through 30.300 as now exists or as may be hereinafter amended. Such insurance shall name Linn-Benton Community College, Oregon State University, the Linn-Benton Loop Transit System, and Albany Transit System as additional insureds, but only with respect to the City's services to be provided under this Agreement.

7. The parties shall not discriminate on the basis of race, religion, sex, color, age, source of income, sexual orientation, or national origin in the performance of this contract.

In witness whereof the parties hereto affix their signatures below.

LINN-BENTON COMMUNITY COLLEGE

CITY OF ALBANY, OREGON



Mike Holland
Vice President of Administrative and
Academic Affairs

Diane Taniguchi-Dennis
Public Works Director



TO: Albany City Council

VIA: Diane Taniguchi-Dennis, Public Works Director DSTD
Guy Mayes, Special Project Coordinator *gm*

FROM: Ted Frazier, Transit Programs Supervisor *TF*

DATE: June 19, 2008, for the June 25, 2008, City Council Meeting

SUBJECT: Acceptance of 2008-2009 Oregon State University Intergovernmental Agreement for Albany Transit System and the Linn-Benton Loop Transit System Pass Programs and, and the Linn-Benton Loop Partnership Fee

- RELATES TO STATEGIC PLAN THEME:
- Great Neighborhoods
 - An Effective Government

Action Requested:

Staff recommends the City Council accept the 2008-2009 Oregon State University (OSU) intergovernmental agreement for Albany Transit System (ATS) and the Linn-Benton Loop Transit System (Loop) Pass Programs and the Linn-Benton Loop Partnership Fee by adopting the attached resolution and authorizing the Public Works Director to sign the agreement on behalf of the City.

Discussion:

ATS and the Loop provide rides for OSU students, staff, and faculty at no additional cost to the individuals upon display of their OSU identification card. Students must have a valid term sticker on their cards. In exchange, OSU agrees to provide bus fare match for ATS and the Loop. Because of the large number of dual enrollment students, Linn-Benton Community College has agreed to participate in funding the Loop portion of the established pass program.

Budget Impact:

The total OSU bus contributions for 2008-2009 is \$34,700. Of this amount, \$900 is allocated to ATS (213-16-1106) and \$17,300 is allocated to the Loop (231-16-1107) for the annual pass programs fee plus \$16,500 for the Linn-Benton Partnership Fee. The percentage split is based on ridership statistics.

TF:rr
Attachments 2

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RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE 2008-2009 OREGON STATE UNIVERSITY INTER-GOVERNMENTAL AGREEMENT FOR FUNDING THE OSU/LBCC DUAL ENROLLMENT PASS PROGRAM AND THE OSU STUDENT, STAFF, AND FACULTY PASS PROGRAM ON THE LINN-BENTON LOOP TRANSIT SYSTEM AND ON ALBANY TRANSIT SYSTEM, AND LINN-BENTON LOOP OPERATING SUPPORT

WHEREAS, Oregon State University has submitted the 2008-2009 Intergovernmental Agreement (IGA) to support the pass programs for the Linn-Benton Loop Transit System and Albany Transit System; and

WHEREAS, the IGA includes operational support for the Linn-Benton Loop; and

WHEREAS, the City of Albany is the designated operator for the Linn-Benton Loop Transit System and Albany Transit System; 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 the Oregon State University funding support for a total of \$34,700 for fiscal year 2008-2009 of which \$900 is allocated to ATS and \$17,300 is allocated to the Loop for the annual pass programs fees plus \$16,500 for the Linn-Benton Partnership Fee; and

BE IT FURTHER RESOLVED that the Albany City Council accepts these funds and authorizes the Public Works Director to execute the agreement and conditions for their acceptance.

DATED AND EFFECTIVE THIS 25TH DAY OF JUNE 2008.

Mayor

ATTEST:

City Clerk

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is entered into this 12th day of June 2008, by and between the CITY OF ALBANY, hereinafter referred to as "City," and State of Oregon Acting By and Through the State Board of Higher Education on Behalf of Oregon State University, hereinafter referred to as "OSU," the promises of each being given in consideration of the promises of the other.

WHEREAS, the City is the operator of the Linn-Benton Loop Transit System (Loop), which provides economical, effective, and responsive public transportation between Albany, Corvallis, OSU, and Linn-Benton Community College (LBCC); and

WHEREAS, the City is the operator of the Albany Transit System (ATS), which provides economical, effective, and responsible public transportation within Albany City limits; and

WHEREAS, OSU desires to provide a public transit option for OSU students, staff, and faculty; and

WHEREAS, the City agrees to provide regular bus route transportation on the Loop and ATS to OSU students, staff, and faculty at no fare upon the display of a valid OSU identification card.

NOW, THEREFORE, the parties agree as follows:

1. Compensation. Oregon State University will compensate the City of Albany a total amount of \$34,700, for use as follows:
 - a) Albany Transit System Group Pass Program: OSU shall pay \$900 to the City to provide transit service on Albany Transit System for OSU students, staff, and faculty.
 - b) Linn-Benton Loop Group Pass Program: OSU shall pay \$17,300 to the City to provide transit service on the Linn-Benton Loop for OSU students, staff, and faculty.
 - c) Linn-Benton Loop Partnership Program: OSU shall pay \$16,500 to the City to enhance transit service for OSU students, staff, and faculty in addition to the above Linn-Benton Loop Group Pass Program.
2. Scope of Service. The transit service provided shall be on regular Loop and ATS bus routes.
3. Purpose. The City shall use these funds to offset the operating expenses of the Loop and ATS bus systems.
4. Term. The period of this Agreement is from July 1, 2008, through June 30, 2009.
5. Review. The City will record and review the affected ridership figures monthly and adjust the requested Compensation accordingly on an annual basis.
6. Each party shall indemnify and hold harmless the other from any suits or damages caused by the negligent actions or omission of its employees or agents. Nothing in the hold harmless condition shall be deemed to create a liability in excess of the Oregon Tort Claims limit for

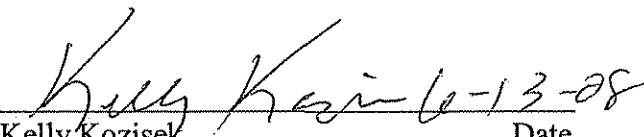
either party. The City shall maintain general and automobile liability insurance meeting or exceeding the amounts stated in ORS 30.260 through 30.300 as now exists or as may be hereinafter amended. Such insurance shall name Linn-Benton Community College, Oregon State University, the Linn-Benton Loop Transit System, and Albany Transit System as additional insureds, but only with respect to the City's services to be provided under this Agreement.

7. The parties shall not discriminate on the basis of race, religion, sex, color, age, source of income, sexual orientation, or national origin in the performance of this contract.

In witness whereof the parties hereto affix their signatures below.

OREGON STATE UNIVERSITY

CITY OF ALBANY, OREGON



Kelly Kozisek, Date
Manager Procurement and
Contract Services, Contracts Officer

Diane Taniguchi-Dennis Date
Public Works Director



TO: Albany City Council

VIA: Diane Taniguchi-Dennis, Public Works Director DSTD
Guy Mayes, Special Project Coordinator *AM*

FROM: Ted Frazier, Acting Transit Programs Supervisor

DATE: June 19, 2008, for the June 25, 2008, City Council Meeting

SUBJECT: Acceptance of the 2008-09 Benton County Special Transportation Formula Grant Funding Agreement for the Linn-Benton Loop Transit System and Albany Paratransit

RELATES TO STRATEGIC PLAN THEME:

- An Effective Government
- Great Neighborhoods

Action Requested:

Staff recommends that the City Council accept the 2008-09 Benton County Special Transportation (STF) Grant Funding Agreement in the amount of \$8,600 for the Linn-Benton Loop Transit System (Loop) and Albany Paratransit by adopting the attached resolution and authorizing the Public Works Director to sign the agreement on behalf of the City.

Discussion:

The Loop and Albany Paratransit applied to Benton County STF for \$8,600 operating fund support as it does annually. To provide this support, Benton County requires that the agreement be executed.

Budget Impact:

Benton County STF operating support is budgeted in the 2008-09 Loop (213-16-1107) and Albany Paratransit (213-16-1108) budgets.

TF:rr
Attachments 2

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A RESOLUTION ACCEPTING THE 2008-2009 BENTON COUNTY SPECIAL TRANSPORTATION PROGRAM GRANT FUNDING AGREEMENT FOR THE LINN-BENTON LOOP TRANSIT SYSTEM

WHEREAS, Benton County has submitted the 2008-2009 annual Special Transportation Program funding support agreement for the Linn-Benton Loop Transit System and Albany Paratransit; and

WHEREAS, the City of Albany is the service provider for the Linn-Benton Loop Transit System and Albany Paratransit; and

WHEREAS, Oregon Local Budget Law provides that expenditures in the year of receipt of grants, gifts, bequests, or devices transferred to the 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 the Benton County Special Transportation Program funding support agreements in the amount of \$8,600 for operating expenses for the Linn-Benton Loop Transit System and Albany Paratransit for fiscal year 2008-2009 and authorizes the Public Works 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>
Resources		
<u>Public Transit Fund</u>		
213-16-1107-42817, Special Transit Fund: Benton Co.	\$4,600	
213-16-1107-42817, Special Transit Fund: Benton Co.		\$4,600
213-16-1108-42817, Special Transit Fund: Benton Co.	\$4,000	
213-16-1108-42817, Special Transit Fund: Benton Co.		\$4,000
Requirements		
<u>Public Transit Fund</u>		
213-16-1107-65513, Vehicle Maintenance		\$4,600
213-16-1107-65513, Vehicle Maintenance	\$4,600	
213-16-1108-65513, Vehicle Maintenance		\$4,000
213-16-1108-65513, Vehicle Maintenance	\$4,000	

DATED AND EFFECTIVE THIS 25TH DAY OF JUNE 2008.

Mayor

ATTEST:

City Clerk

**COUNTY OF BENTON
SPECIAL TRANSPORTATION FUND
GRANT AGREEMENT**

CONTRACT PERIOD: From July 1, 2008 to June 30, 2009

NOTICE OF CONTRACT AWARD: Under Authority of Oregon Revised Statutes 391.800 - 391.830, Oregon Administrative Rules Chapter 732, and Benton County Ordinances and Regulations applicable to this program, the following contract is awarded to:

**Linn-Benton Loop Transit System
P.O. Box 490
City of Albany, OR 97321**

CONTRACTED SERVICE	CONTRACTED AMOUNT
Operating:	\$4,600.00

The CONTRACTOR, also known as the provider agency, as an independent contractor, shall perform the necessary services as described herein. CONTRACTOR agrees to prepare and furnish such reports and data as may be requested by the COUNTY. Both CONTRACTOR and COUNTY are bound by applicable Federal Statutes and Regulations, Oregon Statutes and Administrative Rules and Benton County Ordinances and Regulations. Both the COUNTY and CONTRACTOR are bound by the terms of the Special Transportation Fund agreement for FY 08-09 between the COUNTY and the State of Oregon, including provisions of the Governing Body Assurances made a part of this agreement (Exhibit A) by this reference.

It is understood by the parties that this contract is subject to any conditions listed below and that failure to satisfy these conditions may be cause for termination of funding.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

CONTRACTOR will perform services as described in its application for FY 08-09 funding, and such application is made a part of this agreement (Exhibit B) by this reference.

Records relating to operations or purchases under this contract shall be kept for three years from the date of the final payment, or when all other matters pending are closed, which ever is later.

The CONTRACTOR agrees to list Oregon Department of Transportation's Public Transit Section as first security interest holder and Benton County as secondary security interest holder on the title of any vehicle purchased in whole or part with special transportation funds.

No operating funds may be converted to purchase equipment or vehicles costing over \$1,000 without the written authorization of COUNTY.

Payments

Payment will be made for allowable operating expenditures up to 100 percent of cost up to the maximum amount identified above. The CONTRACTOR shall receive payment from the COUNTY under this contract for operating expenditures on a quarterly basis with payments disbursed by the 10th working day of the first month of the quarter. No funds will be advanced to CONTRACTOR if there is insufficient cash in the COUNTY Special Transportation Fund.

Payment for capital equipment, if any under this agreement, will be made by COUNTY to the CONTRACTOR at the time of delivery, upon receipt of invoice, purchase agreement or other proof of purchase price. The CONTRACTOR is responsible for payment to the vendor and all costs associated with the acquisition including title and insurance.

Payments will be made by check to:

Linn-Benton Loop Transit System
P.O. Box 490
City of Albany, OR 97321

COUNTY may terminate this contract effective upon delivery of written notice to the CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

(1) If COUNTY funding from the State of Oregon or other sources is not obtained or continued at a level sufficient to allow for provision of the services contemplated in this agreement. This contract may be amended to accommodate a reduction in funding.

(2) If State or County regulations are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract, or are no longer eligible for the funding authorized by the contract.

CONTRACTOR acknowledges that a review of the Special Transportation system is underway, and funding is subject to mid-year review of the program by COUNTY. The contract amount may be adjusted to accommodate any changes required as a result of this review. Notice of this adjustment will be made by contract amendment.

Quarterly Reports

The CONTRACTOR shall submit a quarterly expenditure report in a form approved by the COUNTY no later than 20 days following the quarter. Quarters will be based on the July 1 to June 30 fiscal year. Failure to submit expenditure reports when due may result in the withholding of subsequent payments.

Withholding of Payments

Notwithstanding any other payment provision of this contract, failure of the CONTRACTOR to submit required reports when due, or failure to perform or document the performance of contracted services, may result in the withholding of payments under this contract. Such withholding shall begin for the payment period beginning 30 days after written notice is given by the COUNTY to the CONTRACTOR. The COUNTY may deny payment for cause, and may continue to withhold payment until the CONTRACTOR establishes, to the COUNTY's satisfaction, that such failure arose out of causes beyond the control of and without the fault or negligence of the CONTRACTOR.

Audits and Inspections

The CONTRACTOR shall permit authorized representatives of the COUNTY, the State of Oregon Department of Transportation, the State of Oregon Secretary of State's Audit Division, or the State of Oregon Executive Department, to review the records of the CONTRACTOR in order to satisfy audit or program evaluation purposes deemed necessary by the COUNTY or State of Oregon and permitted under law, and shall permit authorized representatives of the COUNTY or State of Oregon to perform site reviews of all services covered by this contract.

Indemnification

The CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the COUNTY or State of Oregon. The COUNTY shall not be responsible for any liability, claims, demands, and 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, incidental to, or resulting directly or indirectly from the operations or activities of the CONTRACTOR. CONTRACTOR shall defend, hold harmless, and indemnify COUNTY on account of any and all such liability, claims, demands, and causes of action, including attorney's fees and witness costs, except liability arising out of the sole negligence of COUNTY and its employees.

Non-Discrimination

The CONTRACTOR, sub recipient 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 ODOT-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.

Insurance

The CONTRACTOR and its subcontractors shall maintain insurance acceptable to the COUNTY in full force and effect throughout the term of this contract. It is agreed that any insurance maintained by COUNTY shall apply in excess of, and not contribute with, insurance provided by CONTRACTOR. The policy or policies of insurance maintained by the CONTRACTOR and its subcontractors shall provide at least the following limits and coverages:

General Liability	\$500,000
Automobile liability covering any vehicle used on any County Business	Bodily Injury \$200,000 per person \$500,000 per occurrence Property Damage \$50,000 per occurrence OR Bodily Injury & Property Damage \$500,000
Workers' Compensation Insurance	As Per Oregon State Statutes

Each insurance policy required by this contract shall contain the following clauses:

A. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the County Administrative Officer in the Benton County Board of Commissioner's Office, 180 NW 5th, Corvallis, OR 97330."

B. "Benton County, its officers, agents and employees are added as additional insured as respects operations performed for Benton County."

Clause A shall be included in any Workers' Compensation insurance policy where such guarantee of notification is obtainable. Clause B is waived as respects any Workers' Compensation Insurance Policy.

If CONTRACTOR employs subject workers under ORS 656.027, CONTRACTOR is a subject employer under ORS 656.023 and shall provide workers compensation coverage for all subject employees under ORS 656.017.

CONTRACTOR agrees to deposit with the COUNTY, at the time it returns the executed contract, Certificates of Insurance, including endorsements as relate to Clauses A and B or a Binder of Insurance, if the policy has expired, necessary to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates and binders thereof on deposit with the COUNTY during the entire term of this contract.

The procuring of such required insurance shall not be construed to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provisions of this contract. Notwithstanding said insurance, the CONTRACTOR shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

Termination

If CONTRACTOR fails to perform any of its obligations under this contract, within the time and in the manner provided, or otherwise violates any of the terms of this agreement, COUNTY may terminate the agreement by giving CONTRACTOR written notice stating the reason for the termination. If COUNTY terminates pursuant to this paragraph, CONTRACTOR shall submit a report of total expenditures for the revised contract period. There shall be deducted from such amount the amount of damage, if any, sustained by COUNTY due to the breach of the agreement by CONTRACTOR. Any COUNTY funds not obligated at the date of termination or cancellation shall revert to the COUNTY according to instructions furnished by the COUNTY

**COUNTY OF BENTON
SPECIAL TRANSPORTATION FUND
GRANT AGREEMENT**

CONTRACT PERIOD: From July 1, 2008 to June 30, 2009

NOTICE OF CONTRACT AWARD: Under Authority of Oregon Revised Statutes 391.800 - 391.830, Oregon Administrative Rules Chapter 732, and Benton County Ordinances and Regulations applicable to this program, the following contract is awarded to:

**City of Albany Dial-A-Ride
P.O. Box 490
City of Albany, OR 97321**

CONTRACTED SERVICE	CONTRACTED AMOUNT
Operating:	\$4,000.00

The CONTRACTOR, also known as the provider agency, as an independent contractor, shall perform the necessary services as described herein. CONTRACTOR agrees to prepare and furnish such reports and data as may be requested by the COUNTY. Both CONTRACTOR and COUNTY are bound by applicable Federal Statutes and Regulations, Oregon Statutes and Administrative Rules and Benton County Ordinances and Regulations. Both the COUNTY and CONTRACTOR are bound by the terms of the Special Transportation Fund agreement for FY 08-09 between the COUNTY and the State of Oregon, including provisions of the Governing Body Assurances made a part of this agreement (Exhibit A) by this reference.

It is understood by the parties that this contract is subject to any conditions listed below and that failure to satisfy these conditions may be cause for termination of funding.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

CONTRACTOR will perform services as described in its application for FY 08-09 funding, and such application is made a part of this agreement (Exhibit B) by this reference.

Records relating to operations or purchases under this contract shall be kept for three years from the date of the final payment, or when all other matters pending are closed, which ever is later.

The CONTRACTOR agrees to list Oregon Department of Transportation's Public Transit Section as first security interest holder and Benton County as secondary security interest holder on the title of any vehicle purchased in whole or part with special transportation funds.

No operating funds may be converted to purchase equipment or vehicles costing over \$1,000 without the written authorization of COUNTY.

In January of 2009, CONTRACTOR may submit a request to the COUNTY for additional funding, not to exceed \$8,000 in the fiscal year. Submission of request will be based on an increase of

rides performed by the CONTRACTOR and all necessary reporting to have been completed by the CONTRACTOR.

Payments

Payment will be made for allowable operating expenditures up to 100 percent of cost up to the maximum amount identified above. The CONTRACTOR shall receive payment from the COUNTY under this contract for operating expenditures on a quarterly basis with payments disbursed by the 10th working day of the first month of the quarter. No funds will be advanced to CONTRACTOR if there is insufficient cash in the COUNTY Special Transportation Fund.

Payment for capital equipment, if any under this agreement, will be made by COUNTY to the CONTRACTOR at the time of delivery, upon receipt of invoice, purchase agreement or other proof of purchase price. The CONTRACTOR is responsible for payment to the vendor and all costs associated with the acquisition including title and insurance.

Payments will be made by check to:

Linn-Benton Loop Transit System
P.O. Box 490
City of Albany, OR 97321

COUNTY may terminate this contract effective upon delivery of written notice to the CONTRACTOR, or at such later date as may be established by COUNTY, under any of the following conditions:

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CONTRACTOR acknowledges that a review of the Special Transportation system is underway, and funding is subject to mid-year review of the program by COUNTY. The contract amount may be adjusted to accommodate any changes required as a result of this review. Notice of this adjustment will be made by contract amendment.

Quarterly Reports and Ridership Reports

The CONTRACTOR shall submit a quarterly expenditure report in a form approved by the COUNTY no later than 20 days following the quarter. Quarters will be based on the July 1 to June 30 fiscal year. Ridership reports shall be submitted at the same time as quarterly expenditure reports. Ridership reports shall be supplied by the COUNTY. Failure to submit expenditure reports when due may result in the withholding of subsequent payments.

Withholding of Payments

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COUNTY may deny payment for cause, and may continue to withhold payment until the CONTRACTOR establishes, to the COUNTY's satisfaction, that such failure arose out of causes beyond the control of and without the fault or negligence of the CONTRACTOR.

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The CONTRACTOR shall permit authorized representatives of the COUNTY, the State of Oregon Department of Transportation, the State of Oregon Secretary of State's Audit Division, or the State of Oregon Executive Department, to review the records of the CONTRACTOR in order to satisfy audit or program evaluation purposes deemed necessary by the COUNTY or State of Oregon and permitted under law, and shall permit authorized representatives of the COUNTY or State of Oregon to perform site reviews of all services covered by this contract.

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The CONTRACTOR agrees that it is an independent CONTRACTOR and not an agent of the COUNTY or State of Oregon. The COUNTY shall not be responsible for any liability, claims, demands, and 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, incidental to, or resulting directly or indirectly from the operations or activities of the CONTRACTOR. CONTRACTOR shall defend, hold harmless, and indemnify COUNTY on account of any and all such liability, claims, demands, and causes of action, including attorney's fees and witness costs, except liability arising out of the sole negligence of COUNTY and its employees.

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General Liability	\$500,000
Automobile liability covering any vehicle used on any County Business	Bodily Injury \$200,000 per person \$500,000 per occurrence Property Damage \$50,000 per occurrence OR Bodily Injury &

Workers' Compensation Insurance

Property Damage
\$500,000
As Per Oregon State Statutes

Each insurance policy required by this contract shall contain the following clauses:

A. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the County Administrative Officer in the Benton County Board of Commissioner's Office, 180 NW 5th, Corvallis, OR 97330."

B. "Benton County, its officers, agents and employees are added as additional insured as respects operations performed for Benton County."

Clause A shall be included in any Workers' Compensation insurance policy where such guarantee of notification is obtainable. Clause B is waived as respects any Workers' Compensation Insurance Policy.

If CONTRACTOR employs subject workers under ORS 656.027, CONTRACTOR is a subject employer under ORS 656.023 and shall provide workers compensation coverage for all subject employees under ORS 656.017.

CONTRACTOR agrees to deposit with the COUNTY, at the time it returns the executed contract, Certificates of Insurance, including endorsements as relate to Clauses A and B or a Binder of Insurance, if the policy has expired, necessary to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificates and binders thereof on deposit with the COUNTY during the entire term of this contract.

The procuring of such required insurance shall not be construed to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provisions of this contract. Notwithstanding said insurance, the CONTRACTOR shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in two (2) copies, by their officers, thereunto duly authorized.

CONTRACTOR

BENTON COUNTY

Signature Date

Diane Taniguchi-Dennis
Type Name

Public Works Director
Title

Signature Date

Roger M. Irvin
Type Name

Public Works Director and Contracting Officer
Title

Approved as to form:

County Counsel



TO: Albany City Council

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

FROM: Mark W. Shepard, P.E., Assistant Public Works Director / City Engineer

DATE: June 19, 2008, for the June 25, 2008, City Council Meeting

SUBJECT: ST-07-03, 53rd Avenue Bridge and Roadway Improvement Project –
Consulting Engineering Contract Amendment

RELATES TO STRATEGIC PLAN THEME: ● Safe City
● Healthy Economy

Action Requested:

Staff recommends that Council authorize a contract Amendment with OBEC Consulting Engineers in the amount of \$210,000 for the design efforts for ST-07-03, 53rd Avenue Bridge and Roadway Improvement Project.

Discussion:

The Albany Municipal Code (AMC 2.66.040) requires amendments be approved by City Council that in aggregate exceed 10 percent of the original amount of a contract previously approved by Council. The Amendment to the engineering services contract with OBEC Consulting Engineers for the design of the 53rd Avenue improvement is slightly less than 30 percent; therefore, staff is seeking Council approval of the Amendment.

Background

Council authorized the original contract with OBEC Engineers for the design of the 53rd Avenue Bridge and Roadway Improvement Project on November 15, 2006. The original contract was developed based upon a preliminary project scope as it was known at the time design work was initiated. The project schedule was extremely aggressive and as such, design work and coordination with state agencies needed to begin as quickly as possible in order to meet the schedules developed in the Development Agreement with SVC Corporation. As a result, there have been significant scope changes since the original contract was signed by the City.

Although staff works diligently to identify all project scope requirements before entering engineering contracts, it is not uncommon for unforeseen items to arise on a project of this size. In addition, the work was being moved forward at an aggressive pace. The scope changes in this project can be classified into three major categories. The first issue was the final project limits that were established. The project limits were extended east of the initial project limits by approximately 2,000 feet. This was done because it became apparent that the connection of the new roadway to Ellingson was best done at the straight section of Ellingson Road rather than in the "S" curve. The existing "S" curve would not meet design speed standards and would present a possible safety issue. The design and construction of the access roadway between 53rd Avenue and the SVC property was not in the original scope of the project and was added. At the time of the original scope development, it was not completely known what portions of this access SVC might build. This change added an additional 440 feet of roadway. The addition of 2,400 feet of roadway resulted in a significant increase in effort to survey, design, and draft the project that was not anticipated in the original project scope.

The second scope change was the increased requirements of the Oregon Department of Transportation (ODOT). Discussions with ODOT when the SVC Corporation project was in its initial stages indicated that the permitting process and requirements from ODOT were straight-

forward and minor. However, when the design and coordination effort was launched with ODOT, their requirements were different than previously represented and required significant design improvements. City staff and OBEC spent considerable time coordinating with ODOT and working through their requirements. The end result was multiple meetings and conceptual plans. Ultimately, ODOT required a north-bound deceleration lane to be constructed on Highway 99E in conjunction with the intersection improvements at 53rd Avenue and 99E. This lane is approximately 1,000 feet in length.

The last significant addition to the project scope was coordination with Mr. Epping and his engineering team. Mr. Epping is a significant land owner along the project route and approximately 95 percent of the right-of-way required for the project will come from him. In an effort to partner with Mr. Epping, the design was coordinated with his engineers. This required multiple meetings and the development of several options for his engineer to consider and review. An effort to design the access to the Epping "piano property" was included in this work.

Summary of Project Status

The project design is complete to approximately 95 percent. Draft final plans and specifications have been developed by OBEC and City staff has reviewed these plans and provided comments back to OBEC regarding the plans and specifications. Based on recent cost estimates of construction projects, staff has determined that the paving surface of the roadway west of the new bridge will be concrete. The remaining roadway east of the bridge will be asphalt pavement.

All of the required right-of-way and easements have been identified and staff has initiated efforts to acquire the right-of-way from the various property owners. It is likely that acquisition of the Epping property will require condemnation proceedings. The condemnation process is likely to begin in July.

The City has applied for all permits required for construction of the project. These permits include wetland/water quality, railroad, erosion control, and ODOT permits. The erosion control and railroad permits have been issued. The wetland/water quality and ODOT permits are pending the acquisition of the right-of-way. The City has reserved the wetland bank credits that will be required for mitigation of wetland impacts with the payment of 10 percent earnest money.

If the right-of-way is secured by October, the outstanding permits should be issued in time for the project to be bid in January 2009. This will allow construction to be initiated in the spring of 2009 and the project would be completed in September of 2010. This would enable the City to meet the obligation of the Development Agreement with SVC Corporation should they decide to initiate the plant construction in the 2009. If SVC chooses to delay construction of the plant for another year, Council will have the option to initiate the roadway project construction or delay it further.

Budget Impact:

The increased cost for design that resulted from the change in project scope will be incorporated into the overall project costs. The Amendment represents approximately one percent (1%) of the anticipated roadway project costs.

MWS:kw



TO: Albany City Council

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

FROM: Mike Wolski, Assistant PW Director/Operations Manager
Herb Hoffer, Environmental Services Manager

DATE: May 27, 2008, for June 25, 2008, City Council Meeting

SUBJECT: Reclassification of Public Works - Wastewater Treatment Plant Laboratory Technician Position

Action Requested:

Council approval is requested to reclassify the position of Wastewater Treatment Plant (WWTP) Laboratory Technician from pay grade A138 to A142. The reclassification, if approved, would take effect July 1, 2008.

Discussion:

Reclassification of the existing WWTP Laboratory Technician position is needed to better match the position's compensation with the duties required of the position. The WWTP Laboratory Technician is filled by one FTE and is a position in the Environmental Services work group. The Laboratory Technician is responsible for all daily operations within the City's laboratory including analysis of wastewater and stormwater samples for compliance with the National Pollutant Discharge Elimination System (NPDES) permits, quality assurance and quality control reporting, management of contract laboratories, preliminary budget development, and regular communication with the Oregon Department of Environmental Quality.

A review of the job description for this position led to a revision of key functions to more accurately describe the work requirements and level of responsibility assigned to the Laboratory Technician position. Further research indicated that this position is not compensated at a rate reflecting the level of responsibility the City is asking of the incumbent. Key job duties such as laboratory budget preparation, research, and implementation of new laboratory analyses, were not captured in the prior job description and are more indicative of advanced laboratory positions found in other municipalities.

The Human Resources Director has reviewed the job duties and responsibilities assigned to this position and concurs with the proposed reclassification.

Budget Impact:

At the Step C level, the annual salary increase for a reclassification of this position would be \$2,112.

HEH:kw



TO: Albany City Council
FROM: Dan Bedore, Mayor *(Signature)*
DATE: June 16, 2008, 2008, for June 25, 2008, City Council Meeting
SUBJECT: Appointment to Boards, Committees, and Commissions
RELATES TO STRATEGIC PLAN THEME: • An Effective Government

Action Requested:

Council approval of the following appointment to the Parks & Recreation Commission:

Parks & Recreation Commission

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

Discussion:

None.

Budget Impact:

None.

Attachment

DB:ldh

U:\Administrative Services\City Manager's Office\Boards-Commissions\2008 Recruitment\^2008 appointments-boards & commissions-mdb-1.doc



BOARD, COMMISSION, AND COMMITTEE APPLICATION/NOMINATION

(Please print legibly or type)

CITY HALL
333 Broadalbin SW
P.O. Box 490
Albany, OR 97321-0144
www.ci.albany.or.us
(541) 917-7500

Board, Commission, and/or Committee Preference:

Parks and Recreation

(List all that apply)

Name: Russell Allen

Preferred First Name: Russ

Residential Information:	
Home Address: _____ Albany, OR 97321	Phone: _____
E-mail: _____	Cellular: _____ <i>(Optional)</i>
	Fax: _____ <i>(Optional)</i>

Employment Information:	
Employer's Name: <u>Greater Albany Public Schools</u>	Phone: <u>541-967-4505</u>
Work Address: <u>718 Seventh Ave SW</u> Albany, OR 97321	Cellular: _____ <i>(Optional)</i>
E-mail: <u>russ.allen@albany.k12.or.us</u>	Fax: _____ <i>(Optional)</i>

Please provide information as requested below to describe your (or your nominee's) qualifications to serve on this City of Albany Board, Commission, or Committee. Feel free to provide additional information that you may wish to share with the City.

- List current or most recent occupation, business, trade, or _____
School district business manager, responsible for facilities

For City use only: Ward: I II III (Circle One)

OVER

BOARD, COMMISSION, AND COMMITTEE APPLICATION/NOMINATION FORM

Page 2

- List community/civic activities. Indicate activities in which you (or your nominee) are or have been

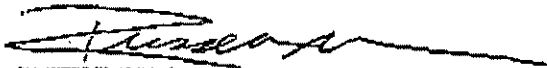
Unit Commissioner, Boy Scouts of America
Volunteer, American Youth Soccer Organization

- Indicate why you (or your nominee) are interested in serving on this board or commission and what other qualifications apply to this position.

Interested in quality of life issues in my community and looking for ways
for agencies to partner.

- What contributions do you hope to make?

School district background in indoor and outdoor recreation facilities.



 Signature of Applicant or Nominator

5/23/08

 Date



SUPPLEMENTAL FORM

for

BOARD/COMMISSION/COMMITTEE MEMBERS

Member's Name Russell Allen

Board/Commission/Committee Name Parks & Rec

Sometimes, the City receives requests for contact information for members serving on City boards, commissions, and committees. Under Oregon law, as a public body volunteer serving the City, your addresses and telephone numbers are generally exempt from public disclosure.

To help City staff members, could you please check "yes," "no," or "not applicable" below as to whether or not you authorize this information being available to the public:

Home Address	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Home Telephone Number	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Home Fax Number	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Personal Cellular/Pager Number	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Home E-mail Address	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Work Address	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Work Telephone Number	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Work Fax Number	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Work Cellular/Pager Number	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Not Applicable
Work E-mail Address	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Not Applicable

Generally, only information for which you have checked "yes" will be released. If you have chosen "no" to all and a citizen wants to communicate with you, the City will suggest that s/he either:

- send a letter to you c/o the liaison City department, P.O. Box 490, Albany, OR 97321; then that department will forward it to you; or
- leave a phone message or E-mail message with the applicable staff liaison who will then give the message to you.

Signature

Date 6/11/08



TO: Albany City Council

VIA: Wes Hare, City Manager
Ed Hodney, Parks and Recreation Director *[Signature]*

FROM: Craig Carnagey, Parks and Facilities Manager

DATE: June 16, 2008 for the June 25, 2008 City Council Meeting

SUBJECT: Vacation of Linn Ave. NE between Alco St. and Burkhart St. NE

Action Requested:

The City Council is asked to initiate the vacation of Linn Ave. NE between Alco Street and Burkhart Street.

Discussion:

The Parks and Recreation Department is developing plans for the improvement to the new Eades Park site, located at the northeast corner of the intersection of Alco Street and Linn Avenue. The current plan calls for the placement of a pathway and other minor improvements within the Linn Avenue right-of-way. The property owners adjacent to and south of the park have participated in the planning process and have expressed support for the park design. A Conditional Use Permit application has been filed with the Community Development Department.

The attached exhibit shows the affected streets and properties. Staff requests that the City Council initiate the vacation of Linn Avenue, between Alco Street and Burkhart Street (Exhibit A). Improvement of this section of Linn Avenue as a public street would be costly and would prevent the construction of the planned park improvements in the right-of-way. The proposed development plan for Eades Park is also attached (Exhibit B).

Other reasons for the vacation request are as follows:

- 1) The street system in the area does not need to include this portion of Linn Avenue in order to meet the connectivity and access standards contained in the Development Code;
- 2) The City's Transportation Plan doesn't show this portion of Linn Avenue as being a necessary street connection;
- 3) The Development Code requires all new development adjoining an unimproved public street to improve that street to city standards. Construction of a park is considered a new development under the code. As a result, any land use decision approving the construction of a park would need to include conditions relative to improvement of the street. In cases like this where the new development adjoins only one side of a street that typically means an obligation for half-street improvements. Therefore, the property on the other side of the street, in this case two single family homes, would eventually be responsible for funding the construction of the other half of the street. Vacation of the right-of-way would eliminate the obligation of property on both sides of the street to improve it to city standards;
- 4) The possible future need to extend public utilities (water, sewer, etc.) along the right-of-way can be accommodated through retention of a public utility easement;

- 5) Vacation of the right-of-way would allow for construction of certain improvements (signs, park facilities, non city standard sidewalk, etc.) within the area without acquisition of an encroachment permit or agreement of some type;
- 6) Because the south half of the right-of-way would go to the adjoining residential parcels, that land would provide them with a “buffer” from park activities.

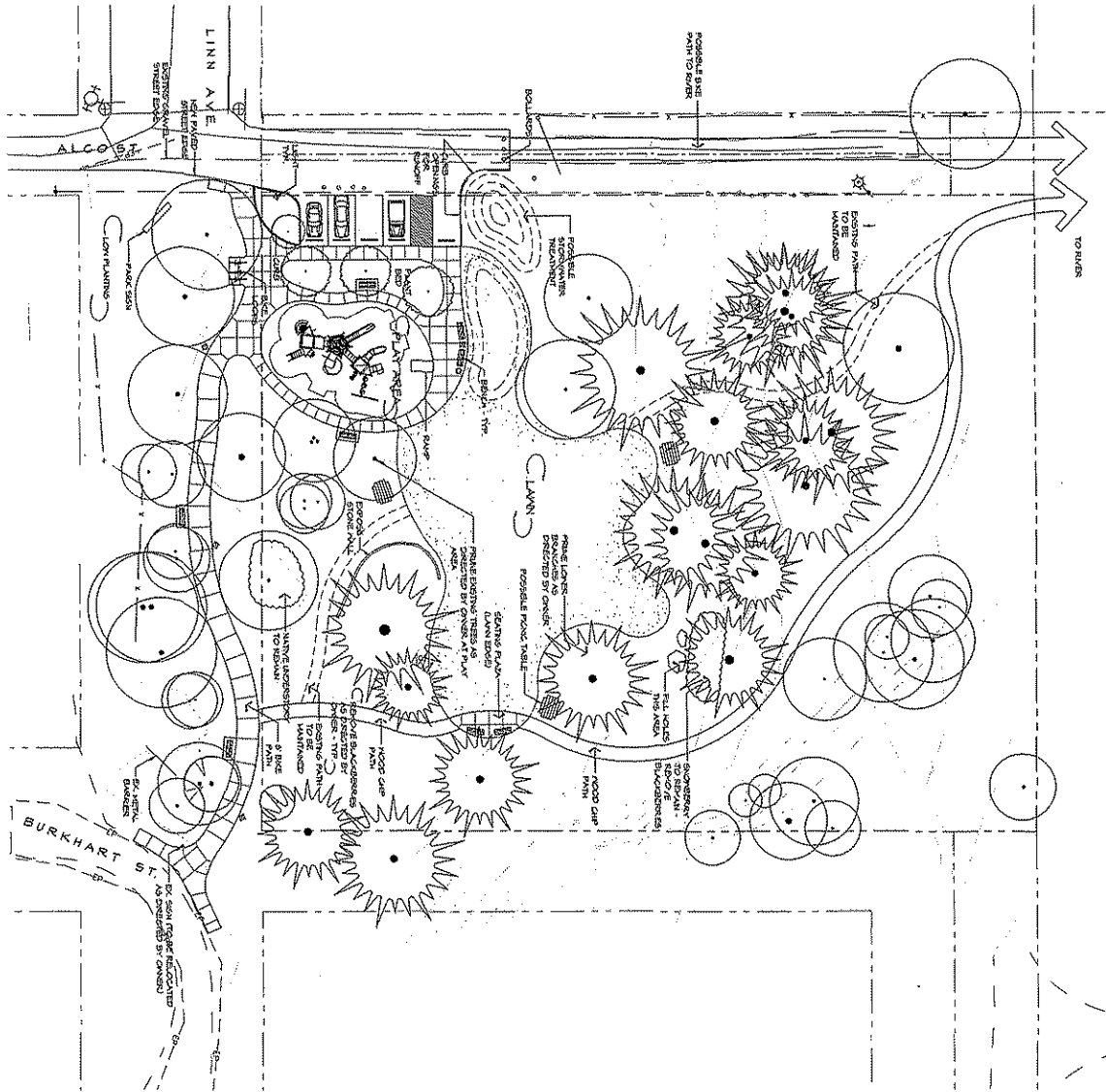
The adjacent property owners have expressed support for this right-of-way vacation. The City’s Transportation Analyst Ron Irish and City Engineer Mark Shepard also support the request that the City Council initiate the street vacations.

Budget Impact:

None.

Attachments: Exhibit A—Street vacation map
Exhibit B—Eades Park site plan

EXHIBIT B



4/10/2008
 PRELIMINARY - NOT FOR CONSTRUCTION
CONCEPTUAL MASTER PLAN
 0 5 10 20 40 60
 SCALE: 1"=30'
 NORTH

PROJECT:
EADES NEIGHBORHOOD PARK
 Alco Street and Linn Ave. Albany, OR

CITY OF ALBANY
 DEPT. OF PARKS AND RECREATION
 CRAIG CARNAGEY
 PARKS AND FACILITIES MAINT. MANAGER
 541-917-7679 PHONE
 541-917-7776 FAX



DATE: -
 REVISIONS:
 DWG NO.
LA-1

PRELIMINARY