



NOTICE OF PUBLIC MEETING
CITY OF ALBANY
CITY COUNCIL
 Council Chambers
 333 Broadalbin Street SW
 Wednesday, August 27, 2008
 7:15 p.m.

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

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

AGENDA

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. ROLL CALL
4. SCHEDULED BUSINESS

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.

a. Continued Public Hearings

- 1) AN-01-08, annexation and zoning of approximately 30.15 acres south of Knox Butte Road and west of Scrael Hill Road. [Pages 1-2]

Action: _____

- 2) MN-01-08 and LA-05-08, 1020 and 1110 Hill Street SE, appealing the Planning Commission's approval of modification to a nonconforming use to allow a change from industrial use to an automotive repair business. [Pages 3-7]

Action: _____

b. Quasi-Judicial Public Hearings

- 1) VC-02-08, vacating a portion of Linn Avenue NE between Alco Street and Burkhart Street, and adopting findings. [Pages 8-20]

Action: _____ ORD. NO. _____

- 2) CU-06-08, conditional use application for Eades Park. [Pages 21-34]

Action: _____

c. Business from the Public

d. Adoption of Resolutions

- 1) Authorizing the special procurement of geographic information system (GIS) application development services. [Pages 35-38]

Action: _____ RES. NO. _____

- 2) Authorizing the purchase of real property on Lochner Road from Chad Curry, appropriating funds, and authorizing the City Manager to execute an agreement for conveyance of real property. [Pages 39-47]

Action: _____ RES. NO. _____

- 3) Approving an extended property tax abatement agreement waiving employment requirements on a short-term exemption for investment of at least \$25 million in an Oregon Enterprise Zone, between the City of Albany, a cosponsor of the South Santiam Enterprise Zone and Wah Chang. [Pages 48-54]

Action: _____ RES. NO. _____

e. Adoption of Consent Calendar

- 1) Approval of Minutes
 - a) July 21, 2008, Work Session [Pages 55-56]
 - b) July 23, 2008, City Council Meeting [Pages 57-61]
 - c) July 28, 2008, City Council Work Session [Pages 62-63]
- 2) Accepting the 2008-2009 Linn County Special Transportation Program grant funding agreement for Albany Call-A-Ride, Albany Transit System, and Linn-Benton Loop Transit System. [Pages 64-65] RES. NO. _____
- 3) Authorizing the City of Albany to accept a grant award from Pacific Power, provided as part of the Blue Sky Grant Program. [Pages 66-67] RES. NO. _____
- 4) Authorizing participation in the Oregon Main Street Program. [Pages 68-69] RES. NO. _____
- 5) Accepting a local government grant from the Oregon Cascades West Council of Governments, Senior and Disability Services, to provide aquatic fitness classes for older adults. [Pages 70-81] RES. NO. _____
- 6) Accepting a local government grant from the Oregon Cascades West Council of Governments, Senior and Disability Services, to provide personal fitness prescriptions for older adults. [Pages 82-95] RES. NO. _____
- 7) Authorizing the Mayor to sign a new lease agreement with the Oregon Department of Transportation for Tadena Landing Park. [Pages 96-109]
- 8) Accepting two slope and public utilities easements from Mary Morris, Trustee of the Evelyn F. Brandis Family Charitable Trust #1 and Charitable Trust #2; John S. Brandis, Jr.; Trinity O. Lind; fka Gail Brandis Jacob, Gail Brandis Yarborough, and Gail Brandis Coleman; Susan B. Decker; and Timberhill Corporation:
 - a) Brandis Avenue and Somerset Avenue. [Pages 110-117] RES. NO. _____
 - b) Brandis Avenue and Knox Butte Road. [Pages 118-126] RES. NO. _____
- 9) Accepting a slope and public utilities easement from the Greater Albany Public School District. [Pages 127-133] RES. NO. _____

Action: _____

f. Appointment

- 1) Appointing Kim Whitley to the Human Relations Commission. [Pages 134-136]

Action: _____

g. Reports

- 1) Hydropower project – change order request. [Pages 137-140]

Action: _____

- 2) Creation of a property manager staff position. [Pages 141-149]

Action: _____

- 3) HEART board of directors' annual report. [Pages 150-157]

Action: _____

5. BUSINESS FROM THE COUNCIL

6. RECESS TO EXECUTIVE SESSION TO DISCUSS CURRENT LITIGATION OR LITIGATION LIKELY TO BE FILED IN ACCORDANCE WITH ORS 192.660 (2)(h)

7. RECONVENE

8. NEXT MEETING DATE: Work Session Monday, September 8
Regular Session Wednesday, September 10

9. ADJOURNMENT

City of Albany Web site: www.cityofalbany.net

CITY COUNCIL FINDINGS DOCUMENT

City of Albany File AN-01-08; Knox Butte Road Annexation
Adopted by the City Council at the August 27, 2008, City Council Meeting

BACKGROUND

On August 13, 2008, the Albany City Council held a public hearing on an application to annex 28.2 acres of land south of Knox Butte Road and west of Scrael Hill Road. The applicants did not submit an application to change the zoning of the property from the current Linn County zoning to City zoning. The applicants are M2 Investments LLC (Sid and Cindy Miles). Following the public hearing, the City Council passed a motion to tentatively deny the annexation application and direct staff to bring back findings to the next City Council meeting to support denial. Those findings follow.

FINDINGS OF FACT

1. Albany Development Code (ADC), Section 2.820 – 2.830, list the applicable review criteria for annexations. All of the review criteria must be met for the City Council to approve an annexation application.
2. ADC 2.825 makes it clear that City action to place an annexation before the voters requires both a quasi-judicial determination of legal eligibility, and a legislative determination by the City Council that the annexation is in the public interest. An applicant must satisfy both the quasi-judicial eligibility criteria and the legislative “public interest” requirement in order to be entitled to voter consideration.
3. The fourth, quasi-judicial, review criterion says “The City shall determine that it is reasonable to annex the property.”
4. In their application, the applicants explain:

“At this time, the applicant has no plans to develop the property. The site will not be developed for about two to three years. Which at that time, the applicant will evaluate the market and applicable housing needs to determine the appropriate zone for the property. At that time, the applicant will be able to provide a range of housing types and add to the housing supply for a growing population.” (Annexation Application, page 33)

And:

“The annexation of this site creates an enclaved territory of approximately 15 acres of property located west of the subject property. These parcels and lots are zoned Linn County UGA-UGM-20 and are primarily developed with single family dwellings. The average lot size of the lots within the San Felicia Acres subdivision, served by San Felicia Avenue SE, [of] 0.46 acres is similar to urban densities. The applicant has contacted property owners within the enclave. The applicant was advised that a couple of the property owners were interested in being annexed into the City of Albany. However, there has been no interest shown by the electors involved to be included with the applicants’ annexation petition at this time.” (Annexation Application, page 3)

5. The applicant has not asserted or demonstrated any current need for more developable land within the City at the area proposed for annexation.
6. The applicant is not proposing to establish City zoning at the time of annexation. As a consequence, upon annexation, the land would maintain, as interim zoning, the county classification (ADC 2.835). The County zoning for the subject property is UGA-UGM-20 which stands for, “Urban Growth Area-Urban Growth Management, minimum parcel size 20 acres.” The uses permitted outright in this zone are principally agricultural uses and low density residential development. The City’s Comprehensive Plan establishes that there is currently no need for additional low-density residential land in the City and

agricultural uses are generally not desired urban uses. The City Council finds that there is no reason to annex this land with County zoning into the city at this time.

7. Annexing this property would create an island of unincorporated territory surrounded on all sides by property within the City limits. This island would consist of 26 parcels totaling approximately 15 acres. The City Council finds that, in the situation before us, an island of unincorporated land will create confusion pertaining to jurisdictional boundaries related to police, fire, and other emergency services.

Annexation of the land surrounding the island may create the expectation by property owners within the island that city services will be available to them. City services are not available until the property is annexed. The City Council finds that, in the situation before us, provision of public utilities to the property proposed for annexation would not be a reasonable and logical extension of public utilities.

8. The applicant has not demonstrated any advantage to the City which would follow this annexation other than a modest increase in the City's tax base. However, the applicant has indicated no immediate plans to discontinue the present agricultural uses on the property nor has the applicant provided any information to the City from which it could be determined that there would be any particular additional tax revenue. The applicant has not demonstrated that the property would be removed from agricultural tax deferral and as a consequence, any positive financial impact to the City is speculative.
9. The staff recommendation, included in the staff report, points out that "the reason to annex property is not that the City needs more land for development." Staff testified at the public hearing that "The most recent buildable lands inventory indicates that there is a surplus of single-family zoned land in the City." When this lack of need is coupled with the undesirable creation of an island of unincorporated territory which, as noted in finding 7 above, creates jurisdictional boundary confusion and a false expectation that the City will extend public facilities within the island, the disadvantages of annexation of the territory, at the present time, out weigh any speculative but unproven advantage of adding the property to the City boundaries. In a circumstance where the City finds that the annexation presents more disadvantages than advantages, the application does not satisfy the reasonableness criteria of ADC 2.820(4).
10. In addition to the quasi-judicial eligibility determinations that the City makes pursuant to ADC 2.820, the City also is allowed to make a legislative determination concerning whether the public interest is best served by the annexation (ADC 2.825). This legislative review allows the City Council to make discretionary "livability" and "quality of life" determinations concerning whether or not the annexation, even if satisfying the quasi-judicial, threshold criteria, actually is in the public interest.
11. The City Council finds that the proposed annexation is not needed, is of no benefit to the City, and presents undesirable consequences through the creation of an island of incorporated territory. As a consequence, the annexation would be detrimental to the quality of life of the citizens of Albany and would have an adverse affect on livability of the community.

CONCLUSIONS

1. The proposed annexation would create an island of unincorporated territory surrounded by the city. It is not reasonable to create an island by approving this annexation because it would create confusion for emergency service providers and the expectation by property owners that city services will be available within the island.
2. It is not reasonable to annex the subject property at the present time, therefore, the quasi-judicial eligibility requirements of ADC 2.820 have not been met.
3. The proposed annexation would be detrimental to the livability of the community and would diminish the City's quality of life and is therefore not in the public interest.
4. The review criteria are not met, so the annexation application is denied.



TO: Albany City Council

VIA: Wes Hare, City Manager
Greg Byrne, Community Development Director *Wes Hare*

FROM: Don Donovan, Planning Manager *Don*

DATE: August 20, 2008, for the August 27, 2008, City Council Meeting

SUBJECT: Files MN-01-08 and LA-05-08

Action Requested:

Pass the motion included on the page following the Supplemental Findings, Conclusions, and Conditions document attached to this memo.

Discussion:

At the August 13, 2008, City Council meeting, the Council held a public hearing on an application for a Modification to a Non-Conforming Use to allow a change from an industrial use to an automotive repair business. At the public hearing, the Council heard new evidence that was not included in the staff report, and stated an intent to require additional Conditions of Approval.

Following the public hearing, the City Council passed a motion to tentatively approve with conditions the Modification to A Non-Conforming Use application and direct staff to bring back supplemental findings to the next City Council meeting.

Attached to this memo is a document titled Supplemental Findings, Conclusions, and Conditions. This document includes responses to the new evidence and the Conditions required by the City Council.

The attached motion includes approval with conditions of the Modification to A Non-Conforming Use and approval with conditions of the concurrent Property Line Adjustment that was also submitted by the applicants. The Council did not make revisions at the hearing to the approval of the Property Line Adjustment.

Budget Impact:

None.

Attachment: Supplemental Findings, Conclusions, and Conditions

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SUPPLEMENTAL FINDINGS, CONCLUSIONS, AND CONDITIONS
CITY OF ALBANY FILE MN-01-08
MODIFICATION TO A NON-CONFORMING USE
Adopted by the City Council at the August 27, 2008 City Council Meeting

BACKGROUND

On August 13, 2008, the City Council held a public hearing on an application for a Modification to a Non-Conforming Use to allow a change from an industrial use to an automotive repair business. At the public hearing, the Council heard new evidence that was not included in the staff report, and stated an intent to require additional Conditions of Approval.

Following the public hearing, the City Council passed a motion to tentatively approve the Modification to A Non-Conforming Use application and direct staff to bring back supplemental findings to the next City Council meeting.

The Findings, Conclusions, and Conditions below includes responses to the new evidence and the Conditions required by the City Council. These Supplemental Findings, Conclusions, and Conditions are in addition to those included in the staff report and supersede those in the staff report should there be a conflict between the two documents.

FINDINGS OF FACT

1. Findings 2.3 in the staff report say "In written information submitted with the application, the applicants explain that the current business averages 20 rail cars a month and 60 semi-trucks a month." The applicants have subsequently determined that this information pertains to a business that no longer operates on the property. An accurate description of the business is included in documents submitted to the City Council by Terry Shores at the hearing.
2. Mr. Shores says two businesses operate on the property now. One is the Plaque Factory. The Plaque Factory averaged 12 semi-trucks per month in 2007. The other business is Western Shores Plywood & Lumber. This business receives wood at the property and stores it on the property until it is reloaded later. Mr. Shores submitted photographs that document these activities on the property.
3. The appropriate comparison for making a decision whether there will be a net decrease in overall detrimental impacts with the proposed auto repair business over the impacts of the previous use as required by Review Criterion (2) is a comparison between the businesses on the property now, as described by Mr. Shores, and the proposed auto repair business.
4. The applicants had sound tests done at their existing business and at the business on the Shores property. The sound tests shows that their existing business generates less noise than the business on the Shores property. The applicants state that they will insulate and put sheetrock in the warehouse building where the auto repair business will be located. The repair bays will be located deep inside the building.
5. The applicants agree they will meet applicable noise regulations. Paula Connaghan testified that they are willing to put up a fence or screen the property with trees if the Council requires this as a condition of approval.

6. Marianne McDonald submitted a 43-page document that was intended to be a Powerpoint presentation. The computer in the City Council Chambers would not play the Powerpoint presentation, so paper copies were provided to the Council. Ms. McDonald went through the paper copy. She cited Comprehensive Plan Goals, the Albany Municipal Code, the Staff Report, the sound report submitted by the applicants, and an email from Terry Shores included with the Staff Report.

Ms. McDonald argued that the current business on the property has only two cars on the site normally, there is very little noise, deliveries are not frequent, and the only refuse on the property is in three bins. She is concerned about the noise and junk/refuse that will be generated by the auto repair shop. Photographs are included in the document.

7. Norma Rice testified that she was involved in observing the subject property for a few days to see what kind of activity was taking place on the property. She heard very little noise and saw no trucks.
8. Tim Rowe testified that the auto repair business would generate noise, especially for second stories of houses.
9. Alva Anderson testified that he is in favor of the project. He thinks improving the property as proposed for the auto repair business will improve property values. He doubts neighbors will hear much noise if they have not been able to hear the routers that operate in the warehouse now.
10. The applicants presented rebuttal testimony. They testified that the auto repair business will operate from 8:00 a.m. to 5:00 p.m., Monday through Friday. They will deter crime by filling the holes on the property and remove the blackberries. They will not keep junk outside. They have one bin that they will lock up. The City prefers one driveway to serve the three properties currently owned by Mr. Shores at this location. They will excavate concrete if necessary to plant required trees along the south property line. The railroad does not have an easement on the property that they are aware of. The City's Fire Department is satisfied with access to the warehouse.

CONCLUSIONS

The City Council finds that:

1. With the mitigation measures listed as conditions of approval in the staff report and in the conditions of approval listed below, there will be a net decrease in overall detrimental impacts with the auto repair shop over the impacts of the previous use on the surrounding area [Review Criterion (2)].
2. The appearance of the new use and development will not detract from the desired function and character of the OP zone in which the subject property is located [Review Criterion (4)].

CONDITIONS

1. The auto repair business must meet state Department of Environmental Quality (DEQ) noise regulations. These regulations are included in Oregon Administrative Rules (OAR) 340-035-0035.

2. The applicants must provide buffering and screening along the south boundary of the property in accordance with Albany Development Code (ADC) Sections 9.240 and 9.250. The buffering and screening is to be provided along the south property line from the southwest corner of the warehouse building to the southeast corner of the property. The buffering and screening requirements are as follows:

Buffering. The minimum improvements within a buffer area consist of the following:

- (1) At least one row of trees. These trees will be not less than 10 feet high at time of planting for deciduous trees and spaced not more than 30 feet apart and 5 feet high at time of planting for evergreen trees and spaced not more than 15 feet apart.
- (2) At least five 5-gallon shrubs or ten 1-gallon shrubs for each 1,000 square feet of required buffer area.
- (3) The remaining area treated with attractive ground cover (e.g., lawn, bark, rock, ivy, evergreen shrubs).

Screening. The following standards apply in addition to conditions (1) and (3) above:

- (1) One row of evergreen shrubs which will grow to form a continuous hedge at least four feet in height within two years of planting, or
 - (2) A minimum of a five-foot fence or masonry wall constructed to provide a uniform sight-obscuring screen, or
 - (3) An earth berm combined with evergreen plantings or a fence which forms a sight and noise buffer at least six feet in height within two years of installation.
3. The applicants must submit a plan to the City's Planning Division for review before the buffering and screening is provided on the property. The buffering and screening must be in place before the auto repair business begins operation on the property.

CITY COUNCIL MOTION
CITY OF ALBANY FILE MN-01-08
MODIFICATION TO A NON-CONFORMING USE
Passed by the City Council at the August 27, 2008, City Council Meeting

I MOVE that the City Council APPROVE WITH CONDITIONS the applications for the Modification to a Non-Conforming Use and the Property Line Adjustment for property located at 1020 and 1110 Hill Street SE (Files MN-01-08 and LA-05-08). This motion is based on the findings and conclusions of the staff report, testimony presented at the public hearing, and the Supplemental Findings, Conclusions, and Conditions document presented by staff to the City Council at the August 27, 2008, meeting.



TO: Albany City Council

VIA: Wes Hare, City Manager
Greg Byrne, Community Development Director

FROM: Mike Leopard, Infrastructure Analyst

DATE: August 20, 2008, for the August 27, 2008, City Council Meeting

SUBJECT: Public Right-of-way Vacation
Linn Avenue Between Alco Street and Burkhart Street NE

Action Requested:

Staff requests that the City Council hold a public hearing and make a decision whether to approve the application to vacate Linn Avenue between Alco Street and Burkhart Street NE.

Discussion:

The City of Albany Parks and Recreation Department has submitted an application to develop a neighborhood park (Eades Park) north of Linn Avenue, between Alco Street and Burkhart Street. In conjunction with this application to develop the park, the Parks and Recreation Department has also applied to have a section of Linn Avenue vacated. At the June 25, 2008, City Council meeting, the Council voted to initiate this street vacation at the request of the Parks and Recreation Department.

This section of street right-of-way is currently not improved and is not open to traffic. The area consists of trees and other vegetation. Due, in part, to the limited development potential adjacent to this section of right-of-way, it is very unlikely that this right-of-way would ever be improved to City standards.

None of the existing lots adjacent to this right-of-way currently use it for access. It is possible that in the future, the redevelopment of one of the lots may need to use a portion of the area to be vacated for access; therefore, an access easement would be retained over part of the area.

The Planning Commission held a public hearing on this application on August 11, 2008, and voted unanimously to recommend that the City Council approve the vacation request.

Budget Impact:

None.

MAL

Attachment: Vacation Ordinance (with Staff Report)
c: Don Donovan, Planning Manager

AN ORDINANCE VACATING THAT PORTION OF LINN AVENUE NE BETWEEN ALCO STREET AND BURKHART STREET, IN ALBANY, OREGON; AND ADOPTING FINDINGS.

WHEREAS, on June 25, 2008, the Albany City Council directed staff to initiate the vacation of this portion of right-of-way (File VC-02-08); and

WHEREAS, notices of public hearing were mailed, posted, and published as required by state and local law; and

WHEREAS, the Albany Planning Commission held a public hearing on August 11, 2008; and

WHEREAS, the Albany Planning Commission recommended that the City Council approve the proposed vacation; and

WHEREAS, the Albany City Council held a public hearing on August 27, 2008, and;

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

Section 1: Subject Property. The portion of Linn Avenue NE right-of-way between Alco Street and Burkhart Street (see legal descriptions on attached Exhibit A and map labeled Exhibit B) is hereby vacated.

Section 2: Findings. The Findings, Conclusions, and Conditions in the Staff Report attached as Exhibit C are hereby adopted in support of this decision.

Section 3: Public Utility Easement Retained. The City retains a public utility easement over the entire vacated area. The easement will benefit the City, their successors, assigns, authorized agents, and/or contractors.

Section 4: Access Easement Retained. An access easement is retained over the westernmost 50 feet of the southern half of the area being vacated. This access easement is for the benefit of that tract of land described as Lot 2, Block 8, of the Burkhart Park Addition subdivision.

Section 5: Emergency Clause. Inasmuch as this ordinance is necessary for the immediate preservation of the peace, health, and safety of the citizens of this city of Albany, Oregon, an emergency is hereby declared to exist; and this ordinance shall be in full force and effect immediately upon its passage by the Council.

Section 6: The City Recorder shall, within 10 days of the effective date of this ordinance, file a certified copy of the ordinance with the County Clerk, County Assessor, and County Surveyor. The petitioner for the vacation shall bear the recording costs.

Passed by Council: _____

Approved by Mayor: _____

Effective Date: _____

Mayor

ATTEST:

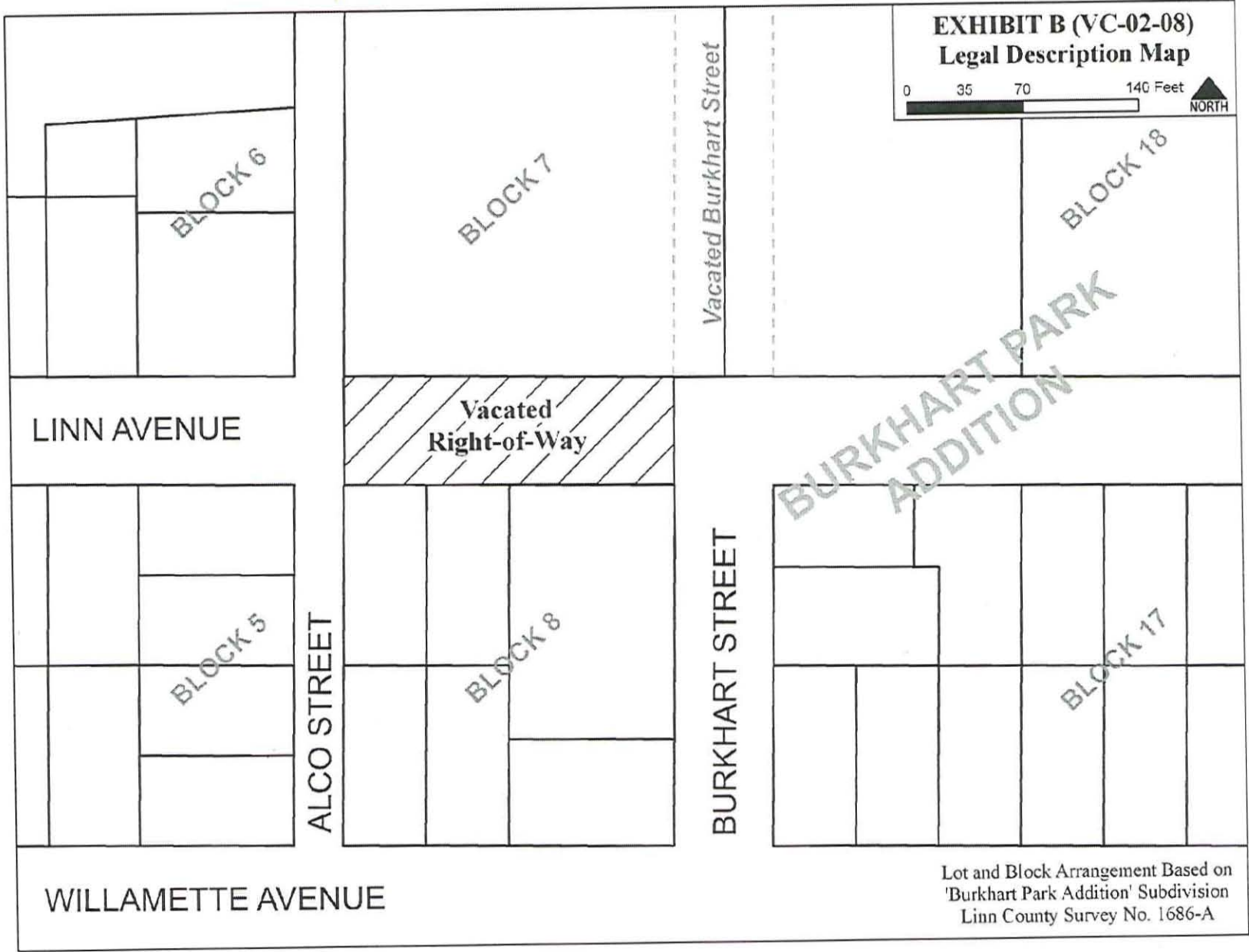
City Clerk

EXHIBIT A

Right-of-Way Vacation VC-02-08

A tract of land located in the northeast one-quarter of the southwest one-quarter of Section 5, Township 11 South, Range 3 West, Willamette Meridian, City of Albany, Linn County, Oregon, that consist of:

ALL of that right-of-way of Linn Avenue located between the Alco Street right-of-way and the Burkhart Street right-of-way; also described as lying between Block 7 and Block 8 of the Burkhart Park Addition subdivision; said right-of-way being 66 feet in width.





Community Development Department

333 Broadalbin Street SW, P.O. Box 490
Albany, OR 97321

Phone: (541) 917-7550 Facsimile: (541) 917-7598
www.cityofalbany.net

STAFF REPORT Vacation

<u>HEARING BODY</u>	CITY COUNCIL
<u>HEARING DATE</u>	Wednesday, August 27, 2008
<u>HEARING TIME</u>	7:15 p.m.
<u>HEARING LOCATION</u>	Council Chambers, Albany City Hall, 333 Broadalbin Street SW

GENERAL INFORMATION

DATE OF REPORT:	August 20, 2008
FILE:	VC-02-08
TYPE OF APPLICATION:	Vacation of Public Right-of-Way (Linn Avenue between Alco Street and Burkhart Street)
REVIEW BODY:	City Council
STAFF REPORT PREPARED BY:	Mike Leopard
PROPERTY OWNER:	Public Right-of-Way
APPLICANT:	City of Albany – Parks and Recreation Department
APPLICANT REP:	Craig Carnagey
ADDRESS/LOCATION:	Linn Avenue, between Alco Street and Burkhart Street
MAP/TAX LOT:	Linn County Assessor's Map No. 11S-03W-05CA (south of Tax Lot 1200)
TOTAL LAND AREA:	0.30 acres
EXISTING LAND USE:	Unimproved public right-of-way
NEIGHBORHOOD:	Willamette
SURROUNDING ZONING:	RM (north); RS-5 (south)
SURROUNDING USES:	Single Family Residential (south, west, and east); Undeveloped (north)

NOTICE INFORMATION

A notice of public hearing was mailed to affected property owners on August 1, 2008. The site was posted on July 31, 2008, in accordance with Section 1.410 of the Albany Development Code. Two legal notices were published in the *Albany Democrat-Herald* on July 29, 2008, and August 4, 2008, in accordance with Oregon Revised Statute (ORS) 271.110. At the time this staff report was completed (August 20, 2008), the Albany Planning Division had received no written comments.

STAFF RECOMMENDATION

APPROVAL with CONDITIONS of this Vacation application for Linn Avenue, between Alco Street and Burkhart Street. The proposed conditions are found in this staff report.

PLANNING COMMISSION RECOMMENDATION

At a public hearing held on August 11, 2008, the Albany Planning Commission voted unanimously to recommend APPROVAL WITH CONDITIONS of this Vacation application for that portion of the Linn Avenue NE right-of-way that lies between Alco Street and Burkhart Street (File VC-02-08). The proposed conditions are found in this staff report.

CITY COUNCIL DECISION

MOTION TO APPROVE

If the findings in the staff report adequately address testimony presented at the public hearing, the City Council may approve the application based on the findings and conclusions of the staff report.

I MOVE that the City Council APPROVE WITH CONDITIONS the application that would result in the vacation of a portion of the Linn Avenue NE right-of-way between Alco Street and Burkhart Street (File VC-02-08). This motion is based on the findings and conclusions of the staff report and testimony presented at the public hearing.

MOTION TO DENY

If the City Council determines that there is insufficient evidence to demonstrate that the review criteria have been met, the City Council may deny the application.

I MOVE that the City Council DENY the application for the vacation of a portion of the Linn Avenue NE right-of-way between Alco Street and Burkhart Street (File VC-02-08).

APPEALS

Within five days of final action on this application, the Community Development Director will provide written notice of the decision to the applicant and any other parties entitled to notice.

A decision of the City Council may be appealed to the Land Use Board of Appeals by filing a notice of intent to appeal not later than 21 days after the decision becomes final [Ord. 5446; Ord. 5475].

STAFF ANALYSIS

Vacation File VC-02-08

OVERVIEW

The City of Albany Parks and Recreation Department owns the parcel north of the proposed vacation. A neighborhood park is being proposed for this parcel. The Parks Department wishes to utilize a portion of this right-of-way as part of the park development.

At the June 25, 2008, City Council meeting, the Council agreed to initiate the vacation application. The affected property owners received notice of the proposed vacation and associated public hearings, and were given the opportunity to comment.

The Albany Development Code (ADC) contains the following review criteria which must be met for this application to be approved. Code criteria are written in *bold italics* and are followed by findings and conclusions.

- (1) *The requested vacation is consistent with relevant Comprehensive Plan policies and with any street plan city transportation or public facility plan.*

FINDINGS OF FACT

- 1.1 The following Comprehensive Plan policies have been identified as relevant to this review criterion:

GOAL 11: Public Facilities and Services

- a. Prohibit the construction of structures over public water lines and easements.
 - b. Prohibit the construction of structures over drainage improvements and easements.
 - c. Prohibit the construction of structures over public wastewater lines and easements.
- 1.2 Sanitary Sewer. City utility maps show that currently no public sanitary sewer mains exist within the area proposed for vacation. Lots on the south side of this portion of Linn Avenue are served by a public sanitary sewer main that runs along their back (south) property boundaries.
- 1.3 Sanitary Sewer. In an effort to provide better access to public sewer facilities, and to minimize the infringement on property owners, the City will periodically replace “back lot-line” sewer mains with public mains that lie within public rights-of-way. To allow for the possible relocation of the “back lot-line” sewer main south of Linn Avenue to the Linn Avenue right-of-way, a public utility easement will be retained over the area to be vacated.
- 1.4 Water. City utility maps show that currently no public water mains exist within the area proposed for vacation. Lots on the south side of this portion of Linn Avenue are served by public water mains in Alco Street and Burkhart Street.
- 1.5 Water. The City’s Engineering Division indicates that there may be a need for a future public water main in Linn Avenue within the area proposed for development. In order to allow for this potential future water main extension, a public utility easement will be retained over the area to be vacated.
- 1.6 Storm Drainage. City utility maps show no public storm drainage facilities within this portion of Linn Avenue. The right-of-way is not improved and is not open to traffic.
- 1.7 Other Utilities. City staff has contacted the various franchise utility providers about the proposed right-of-way vacation. We received no response from the franchise utilities; therefore it is assumed that no franchise utilities exist within the area to be vacated.
- 1.8 Transportation. The Linn Avenue right-of-way proposed for vacation is located between Alco Street and Burkhart Street and is classified as a local street. This portion of Linn Avenue is not improved to city standards and is not currently open to traffic.
- 1.9 Transportation. Albany’s Transportation System Plan does not identify this portion of Linn Avenue as being part of the city’s arterial/collector street system.

CONCLUSIONS

- 1.1 Retaining a public utility easement over the entire right-of-way to be vacated will allow for the installation of public utilities within this area if needed in the future.
- 1.2 The proposed vacation does not conflict with Albany’s Transportation System Plan.

CONDITION

- 1.1 The City will retain a public utility easement over the entire area to be vacated. This easement will allow legal access to the area for any needed future public utilities, and will prohibit the construction of any permanent structures within this easement.
- (2) *The requested vacation will not have a negative effect on access between public rights-of-way or to existing properties, potential lots, public facilities or utilities.*

FINDINGS OF FACT

- 2.1 If Linn Avenue is vacated, each parcel along the right-of-way will receive that portion of the area along its frontage out to the centerline of the right-of-way.
- 2.2 Four lots adjoin the right-of-way proposed for vacation; the park development proposed on the north side of the right-of-way, and three residential lots on the south side of the right-of-way.
- 2.3 The easterly residential lot is developed with a single-family home and has frontage on, and takes access from, Burkhart Street. The proposed vacation will not impact access to this lot.
- 2.4 The center residential lot (Tax Lot 11S-03W-05CA; 01303) is developed with a single-family home and has street frontage only on the portion of Linn Avenue proposed for vacation. The home has an existing driveway that extends over the adjoining parcel to the west out to Alco Street. The proposed vacation would not affect the home's current driveway access, but it would eliminate all direct right-of-way frontage for the lot. If the adjoining parcel to the west was ever developed, the parcel with the existing home could end up land locked, unless provisions are made now to provide alternate access to the lot.
- 2.5 The westerly residential lot (Tax Lot 11S-03W-05CA; 01300) is not developed, has frontage on Alco Street, and is under common ownership with the center lot. The proposed vacation will not impact access to this western lot.

CONCLUSION

- 2.1 In order to assure that Tax Lot 1303 continues to have approved access to Alco Street after this portion of Linn Avenue is vacated, an access easement must be retained over the portion of the vacated right-of-way that fronts Tax Lot 1300.

CONDITION

- 2.1 A shared access easement must be retained over the 33 feet of Linn Avenue right-of-way that will revert back to Tax Lot 1300. This access easement will be for the benefit of Tax Lot 1303.
- (3) *The requested vacation will not have a negative effect on traffic circulation or emergency service protection.*

FINDING OF FACT

- 3.1 The right-of-way proposed for vacation is not currently open to traffic. Because it is unlikely that the street would ever be improved to city standards and opened to traffic, vacating the right-of-way will not have a negative effect on traffic circulation or emergency service protection.

CONCLUSION

- 3.1 The requested vacation will not have a negative effect on traffic circulation or emergency vehicle access to the area.
- (4) *The portion of the right-of-way that is to be vacated will be brought into compliance with Code requirements, such as landscaping, driveway access, and reconstruction of access for fire safety.*

FINDINGS OF FACT

- 4.1 The right-of-way to be vacated will be incorporated into the parcels directly abutting it, or revert back to the owners of the properties from which the right-of-way was dedicated. The area to be vacated was initially dedicated as public right-of-way with the Burkhart Park Addition subdivision plat. Half (33 feet) of the right-of-way will revert back to the parcels adjacent to those sections along the property frontages. This property distribution is shown on Staff Report Attachment D.
- 4.2 The area proposed for vacation would not become part of the adjacent properties "front yard" setback, and therefore will not require additional landscaping, etc.
- 4.3 As detailed under Review Criterion 2, an access easement over the portion of the vacated right-of-way adjacent to Tax Lot 1300 must be provided in order to maintain legal access to a public street for Tax Lot 1303.
- 4.4 Because the right-of-way proposed for vacation is not open to traffic, there would not need to be reconstruction of an access for emergency vehicles.

CONCLUSIONS

- 4.1 No additional landscaping will be necessary if the areas are vacated, because the property adjacent to the vacated areas will no longer be considered "front yards" for the adjacent parcels.
- 4.2 An access easement over the section of vacated right-of-way that will revert back to Tax Lot 1300 must be provided for the benefit of Tax Lot 1303.

CONDITION

- 4.1 A shared access easement must be retained over the 33 feet of Linn Avenue right-of-way that will revert back to Tax Lot 1300. This access easement will be for the benefit of Tax Lot 1303.

(5) *The public interest, present and future, will be best served by approval of the proposed vacation.*

FINDINGS OF FACT

- 5.1 The existing right-of-way is not currently open to traffic. Vacating the right-of-way will not change traffic patterns in this area.
- 5.2 The vacation of this right-of-way will allow for the construction of a city park on property to the north. This park will include a sidewalk/path through the north portion of the vacated area that will allow bike and pedestrian traffic to travel from Alco Street to Burkhart Street.
- 5.3 The existing trees and vegetation within this area are more likely to be preserved if the area is vacated and a park is developed on a portion of the property.

CONCLUSION

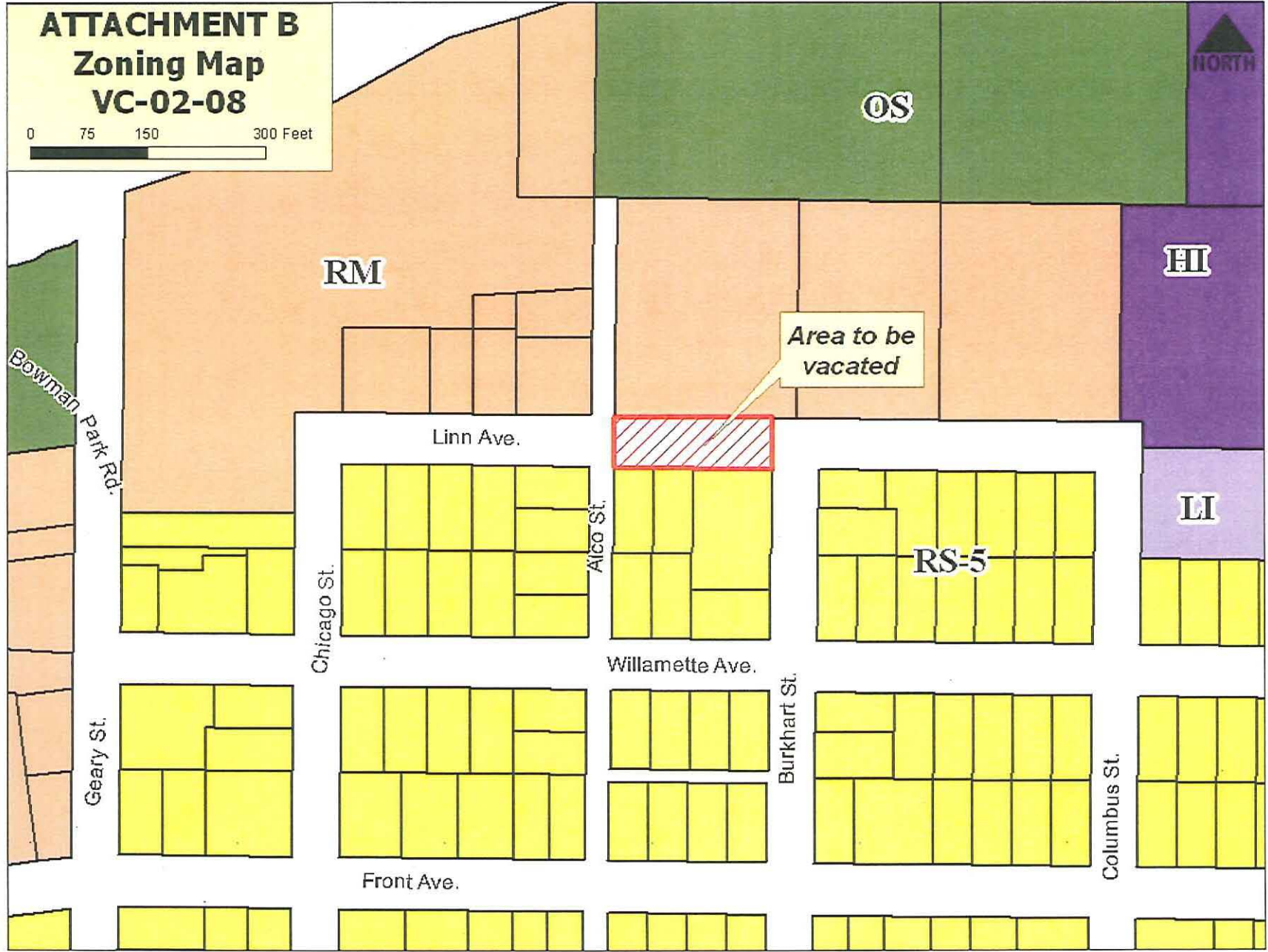
- 5.1 Development of the site as a park will result in access for bike and pedestrian traffic within this area, where none existed before.

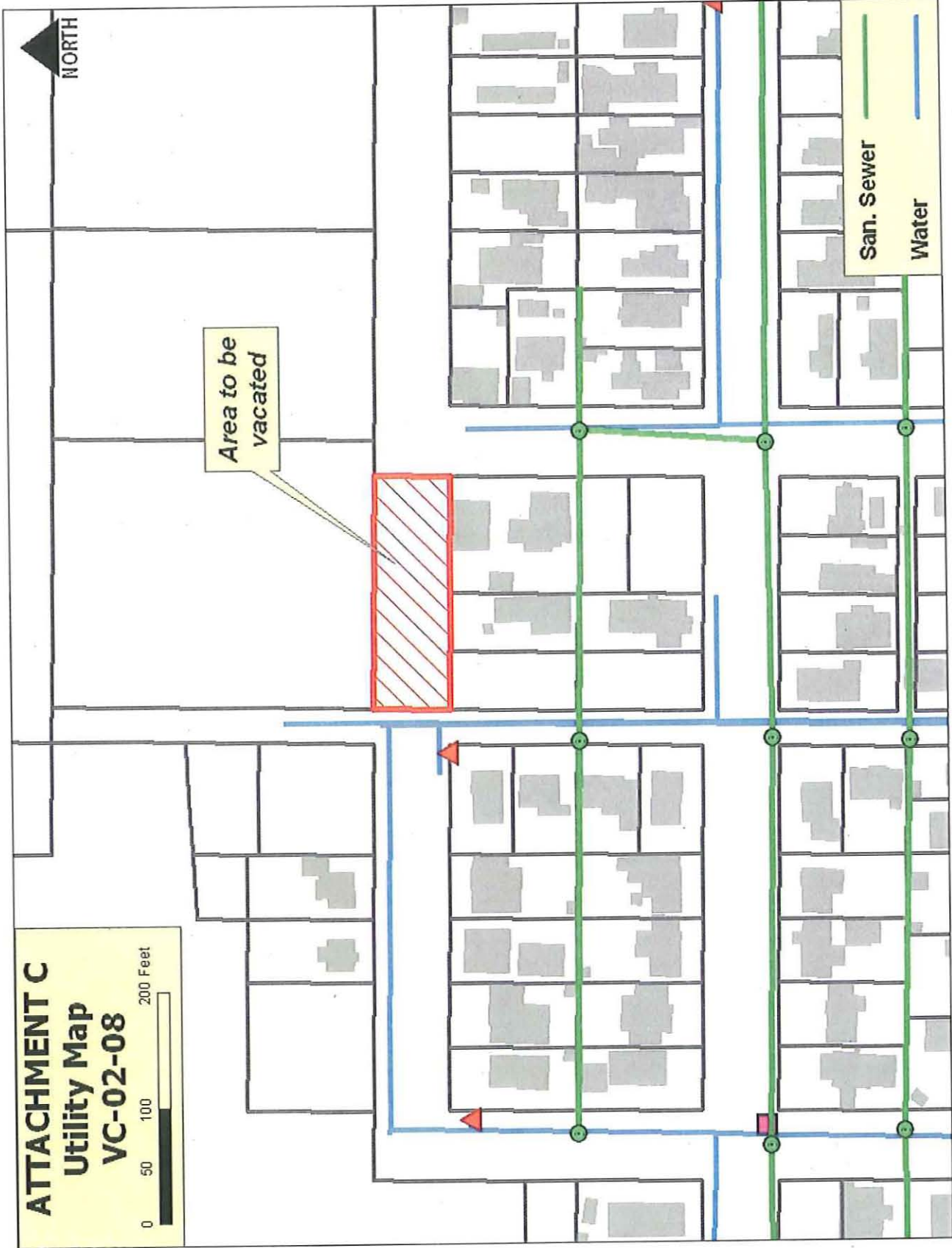
ATTACHMENT A
Location Map
VC-02-08



ATTACHMENT B
Zoning Map
VC-02-08

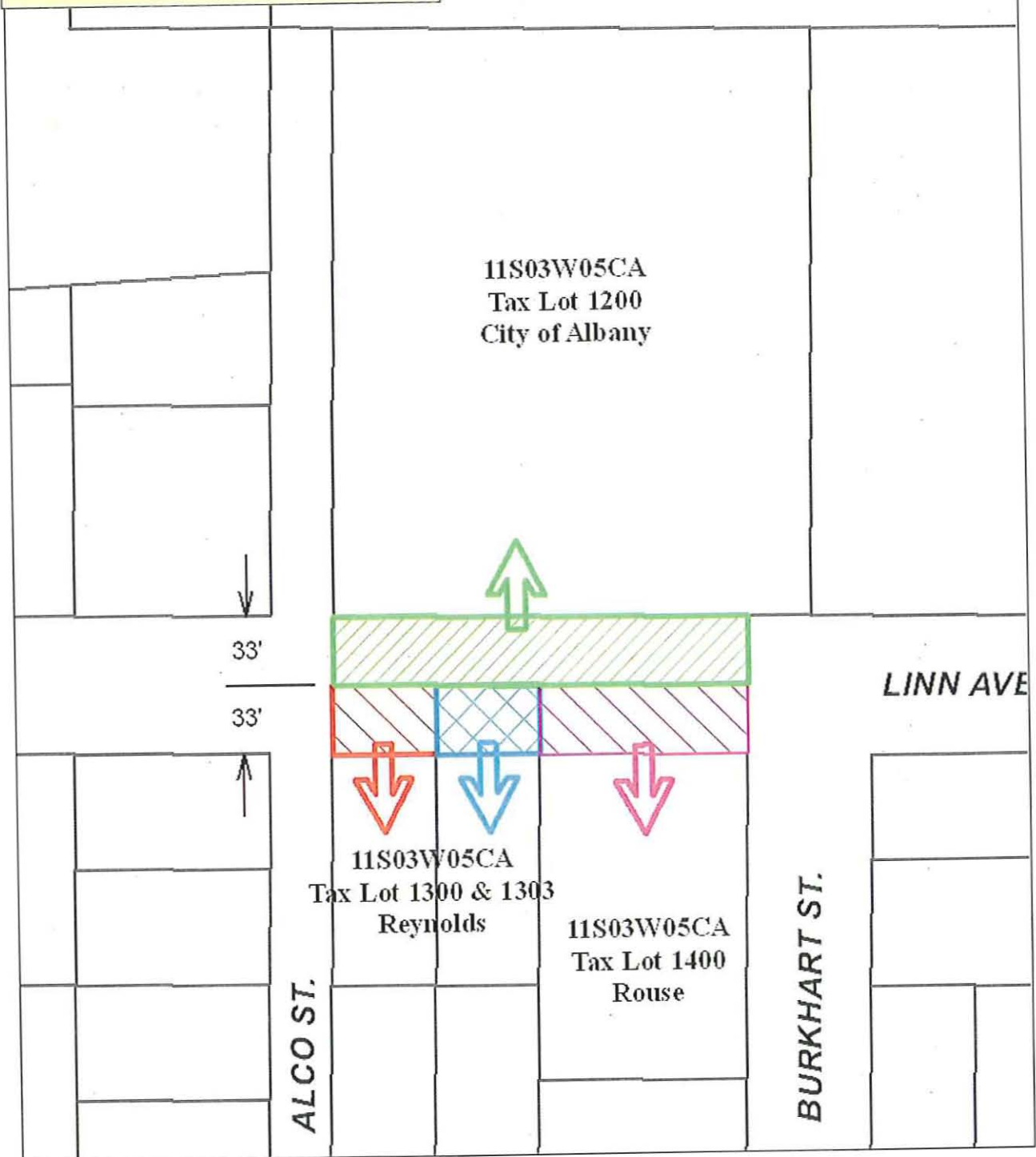
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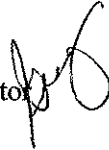
ATTACHMENT D
Property Distribution Map
VC-02-08


0 30 60 120 Feet





TO: Albany City Council

VIA: Wes Hare, City Manager
Greg Byrne, Community Development Director 

FROM: Janet Morris, Planner II 

DATE: August 20, 2008, for the August 27, 2008, City Council Meeting

SUBJECT: File CU-06-08, Conditional Use Application for Eades Park

Action Requested:

That the City Council hold a public hearing on the Conditional Use application referenced above.

Discussion:

The City's Parks and Recreation Department proposes to improve Eades Park. Eades Park is a mostly undeveloped parcel of land (about 2 acres) located north of Linn Avenue NE and east of Alco Street NE.

Development of the park will include play equipment, bike and pedestrian paths, benches, and parking for bicycles and vehicles.

On April 3 and May 8, 2008, the City Parks and Recreation staff held informal meetings with the residents of the neighborhood. A few concerns about landscaping were raised by the residents, but the general consensus was that the residents were in favor of the park.

On August 11, 2008, the Albany Planning Commission held a hearing on the Conditional Use application for the park. No one testified in opposition. Following the hearing, the Planning Commission voted unanimously to recommend that the City Council approve the application.

The Conditional Use application comes to the City Council because it is bundled with a street vacation application that is required to be reviewed by the Council.

Budget Impact:

None, except the cost for improvement of the park identified in the Parks and Recreation budget.

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Community Development Department

333 Broadalbin Street SW, P.O. Box 490, Albany, OR 97321

Phone: (541) 917-7550 Facsimile: (541) 917-7598

STAFF REPORT Conditional Use

<u>HEARING BODY</u>	CITY COUNCIL
<u>HEARING DATE</u>	Wednesday, August 27, 2008
<u>HEARING TIME</u>	7:15 p.m.
<u>HEARING LOCATION</u>	Council Chambers, Albany City Hall, 333 Broadalbin Street SW

GENERAL INFORMATION

DATE OF REPORT:	August 20, 2008
FILE:	CU-06-08
TYPE OF APPLICATION:	Conditional Use to construct a neighborhood park (Eades Park) located north of Linn Avenue NE and east of Alco Street NE. Improvements include play equipment, bike and pedestrian paths, benches, and parking for bicycles and vehicles.
REVIEW BODY:	City Council
STAFF REPORT PREPARED BY:	Janet Morris, Planner
PROPERTY OWNER/ APPLICANT:	City of Albany, Craig Carnagey; City of Albany Parks and Recreation Department; PO Box 490; Albany, OR 97321
ADDRESS/LOCATION:	525 Alco Street NE
MAP/TAX LOT:	Linn County Assessor's Map No. 11S-3W-5CA; Tax Lot 1200 (plus one-half of right-of-way on the south side of this tax lot)
ZONING:	RM (Residential Multiple Family)
TOTAL LAND AREA:	1.8 acres
EXISTING LAND USE:	Vacant land
NEIGHBORHOOD:	Willamette
SURROUNDING ZONING:	North: OS (Open Space) South: RS-5 (Residential Single Family) East: RM (Residential Multiple Family) West: RM (Residential Multiple Family)
SURROUNDING USES:	North: Vacant land – city owned South: (across Linn Avenue) single-family houses East: Vacant land West: (across Alco Street) – vacant land and single-family houses

PRIOR HISTORY:

The subject property was annexed to the City in 1944. In 2006 the site was the recipient of land from a street vacation of Burkhart Street on the east and River Avenue on the north (VC-01-06/ORD 5649). Also in 2006 this property was approved for a replat to remove the property lines of the eight underlying lots created by the subdivision named Burkhart Park Addition (RL-07-2006). The City has a concurrent street vacation application to vacate Linn Avenue where it abuts this site on the south (VC-02-08). The City's property would receive the north one-half of the vacated 66 feet of right-of-way.

NOTICE INFORMATION

Before applying for approval to construct the park, on April 3 and May 8 of 2008, the City Parks and Recreation staff held informal meetings with the residents of the neighborhood. Seventeen people attended the first meeting; and five people attended the second meeting. Minimal concerns about landscaping were raised by the residents and the consensus was that they were in favor of the development of the park.

On August 1, 2008, notices of the public hearings (Planning Commission and City Council) on the park proposal were mailed to surrounding property owners. The site was also posted with a sign that advertises the public hearings in accordance with Section 1.410 of the Albany Development Code. At the time this staff report was completed, August 20, 2008, the Albany Planning Division had not received written comments on this application.

STAFF RECOMMENDATION

APPROVAL WITH CONDITIONS of the Conditional Use application to construct a neighborhood park (Eades Park) on City-owned property located at the northeast corner of Alco Street NE and Linn Avenue NE. The proposed conditions are found below in the staff report.

PLANNING COMMISSION RECOMMENDATION

At a public hearing on August 11, 2008, the Albany Planning Commission voted unanimously to recommend APPROVAL WITH CONDITIONS of the Conditional Use application (CU-06-08) to develop a neighborhood park as proposed on the subject City-owned property located at the northeast corner of Alco Street NE and Linn Avenue NE.

CITY COUNCIL DECISION

MOTION TO APPROVE WITH CONDITIONS

If no new evidence is presented at the public hearing, the City Council may recommend approval of the application based on the findings and conclusions of the staff report.

I MOVE that the City Council APPROVE WITH CONDITIONS the Conditional Use application to construct a neighborhood park (Eades Park) located at the northeast corner of Alco Street NE and Linn Avenue NE (File CU-06-08). This motion is based on the findings and conclusions of the staff report and testimony presented at the public hearing.

MOTION TO APPROVE WITH CONDITIONS AS MODIFIED

If there is information not included in the staff report or new information is presented at the public hearing, the City Council may propose new findings and conditions or modify the proposed conditions.

I MOVE that the City Council APPROVE WITH CONDITIONS AS MODIFIED (*Insert modification(s) here*) the Conditional Use application to construct a neighborhood park (Eades Park) located at the northeast corner of Alco Street NE and Linn Avenue NE (File CU-06-08). This motion is based on the findings and conclusions of the staff report and testimony presented at the public hearing.

APPEALS

Within five days of final action on this application, the Community Development Director will provide written notice of the decision to the applicant and any other parties entitled to notice.

A decision of the City Council may be appealed to the Land Use Board of Appeals by filing a notice of intent to appeal not later than 21 days after the decision becomes final.

STAFF ANALYSIS

Conditional Use File CU-06-08

Overview of the Project

The City of Albany Parks and Recreation Department proposes to construct a neighborhood park (Eades Park) on about 1.8 acres of land located at the northeast corner of Linn Avenue NE and Alco Street NE. (See location map - Exhibit A.)

The site plan for the park shows that it will include a play structure for children, benches, open play areas, and parking for bicycles and vehicles. (See Site Plan - Exhibit B.) The park design has included use of one-half of the Linn Avenue right-of-way located on the south side of the subject tax lot. Acquisition of this right-of-way is subject to final approval of a concurrent street vacation application (File VC-02-08).

Review Criteria

The Albany Development Code (ADC 2.250) contains the following review criteria that must be met for this application to be approved. Code criteria are written in *bold italics* and are followed by findings, conclusions, and conditions if conditions are necessary to meet the review criteria.

- (1) *The proposed use is consistent with the intended character of the base zone and the operating characteristics of the neighborhood.*

FINDINGS OF FACT

- 1.1 The proposed use is a “neighborhood park” that includes a play structure, walking/biking paths, benches, open recreation space, picnic tables, and parking for bicycles and vehicles. The vehicle parking spaces are located on the west side of the park, which is away from the majority of the nearby developed properties.
- 1.2 The City’s Park and Recreation Master Plan Update (May 2006) describes a neighborhood park as follows: “Neighborhood parks provide close-to-home recreation opportunities primarily for non-supervised, non-organized recreation activities. These parks typically range from 2 to 20 acres, although a site may be larger if significant natural resource land is incorporated into the park. Facilities found in neighborhood parks may include children’s playgrounds, picnic areas, trails, tennis or basketball courts, minimal parking, and sports practice fields” (Park Master Plan page 11).

- 1.3 The proposed Eades Park is shown on the “Proposed Park System” diagram labeled Figure 5.1 in the 2006 Parks & Recreation Master Plan. The Parks Master Plan (Chapter 4, page 49) states that the typical neighborhood park user:
- Comes from within one-half mile of the park, and
 - Arrives on foot or bicycle, and
 - Visits the park on a short-time basis.
- This usually places neighborhood parks in or adjacent to the residential neighborhoods they are intended to serve.
- 1.4 The subject property is 1.8 acres and is zoned RM (Residential Multiple Family). RM zoning district is intended primarily for medium-density urban residential development (ADC 3.020).
- 1.5 A public park is a “conditional use” in the RM zoning district. Certain uses are conditional uses instead of being allowed outright, although they may have beneficial effects and serve important public interests. They are subject to the Conditional Use regulations because they may, but not necessarily do, have significant adverse effects on the environment, overburden public services, change the desired character of an area, or create major nuisances. A review of these proposed uses is necessary due to the potential individual or cumulative impacts they may have on the surrounding area or neighborhood. The Conditional Use process provides an opportunity to allow the use when there are minimal impacts, to allow the use but impose conditions to address identified concerns, or to deny the use if the concerns cannot be resolved [Albany Development Code (ADC) 2.230].
- 1.6 The park site abuts City owned undeveloped land on the north (zoned Open Space), and privately owned vacant land on the east (zoned RM). Across Alco Street on the west, are vacant lots and single-family homes. The City has applied to vacate the abutting Linn Avenue right-of-way on the property’s south border. If approved, the park property would immediately abut single-family zoned land and uses on the south. On the south side of Linn Avenue the properties are developed with single-family homes.
- 1.7 The operating characteristics of this residential neighborhood include: personal vehicles entering and leaving properties, people walking and bicycling, and working or recreating in yards. Other typical activities related to a residential use, such as eating, sleeping, and personal entertainment, are usually conducted within the home itself.

CONCLUSIONS

- 1.1 The intended character of the RM zoning district where the park is proposed is medium density residential uses. Parks are desirable as part of a residential neighborhood.
- 1.2 The proposed neighborhood park is intended to serve the neighborhood within one-half mile.
- 1.3 The proposed improvements within the park are those described in the Parks Master Plan as appropriate for a neighborhood park.
- 1.4 While the park is within walking and bicycling distance to the people of the neighborhood it is intended to serve, five parking spaces are proposed.
- 1.5 The proposed use is consistent with the intended character of the base zone and the operating characteristics of the neighborhood. This criterion is met.

- (2) *The proposed use will be compatible with existing or anticipated uses in terms of size, building scale and style, intensity, setbacks, and landscaping or the proposal calls for mitigation of differences in appearance or scale through such means as setbacks, screening, landscaping or other design features.*

FINDINGS OF FACT

- 2.1 The subject property is zoned RM (Residential Multiple Family). Except for the abutting city-owned property to the north that is zoned Open Space (OS) the land to the east, west and south are zoned RM. The RM zoned properties currently contain single-family houses.
- 2.2 Occupants of residential properties typically use their open spaces (yards) for low intensity purposes such as gardening, recreation, and entertaining.
- 2.3 No buildings are proposed for this park. Except for a children's play structure, the development is designed for passive recreational uses such as reading, picnicking, walking, and biking. There is an open lawn area north of the play structure. The proposed five parking spaces are located on the west side of the park, adjacent to currently unimproved Alco Street right-of-way and away from most of the existing homes in the vicinity.
- 2.4 Setbacks. The minimum setback from property lines along streets to buildings in RM zoning districts is 15 feet. There are no buildings proposed in the park, but the setbacks to any of the uses that are proposed in the park exceed 15 feet from the property line. The interior setback is a minimum of 10 feet for a single-story structure. The playground equipment is the only structure on the site. It will be located about 65 feet from the south property line, 25 feet from the west property line (Alco Street), 160 feet from the east property line, and 220 feet from the north property line.
- 2.5 Landscaping. ADC 3.360 requires landscaping in all front yards in RM zoning districts. A front yard is any yard abutting a street. Assuming the vacation of Linn Avenue is approved, the park will have street frontage only on Alco Street. The minimum front yard landscaping per 50 lineal feet of frontage (deducting the width of parking/driveways areas) is as follows:
- 1 tree at least six feet in height; and
 - 4 one-gallon shrubs or accent plants; and
 - the remaining area treated with ground cover (e.g. lawn, bark, rock, ivy and evergreen shrubs).
- 2.6 Buffering and screening. In order to reduce the impacts on adjacent uses which are of a different type, ADC 9.210 requires buffering and screening in accordance with a matrix included in the Code. Where a use would be abutting another use except for separation by right-of-way, buffering (but not screening) is required as specified in the matrix.

The matrix does not list parks as a use. City parks are typically open areas with trees and shrubs scattered throughout the site. The subject property, as well as the Linn Avenue right-of-way located on the south that is to be vacated and added to the park land, are unimproved natural areas.

Development of the park is mainly in the southwest corner of the 1.8-acre site. Only four trees that have trunks 8 inches in diameter or less will need to be removed. Blackberries and other noxious vegetation will be removed as necessary to construct the pathways, recreation and parking areas. For security reasons, it is preferable to not create a vegetative or other type of enclosure around the property. A detailed landscape plan has not been submitted, but the Site Plan shows adding some plants and trees in harmony with the natural setting of the park development. Consistent with other neighborhood park facility, the property will not be irrigated.

- 2.7 **Parking.** Parking is not normally constructed with a neighborhood park, but since the streets in the near area are not fully improved, there is little opportunity for on-street parking adjacent to the park. The City will dedicate the land under the parking area to add it to the Alco Street public right-of-way, so that it is considered on-street parking.

CONCLUSIONS

- 2.1 The intensity of the recreational activities that will take place within the proposed park are similar to those that take place in the yards of people's houses.
- 2.2 The activities that take place in the park will be at least 65 feet from the nearest houses.
- 2.3 Much of the site will be left undisturbed. Some landscaping will be added to harmonize the improvements with the remainder of the site. For safety reasons, the site should remain relatively open to the view of park users and passers-by.
- 2.4 Parking is proposed because the adjacent streets are not improved to provide on-street parking.
- 2.5 The proposed use will be compatible with existing or anticipated uses in terms of size, building scale and style, intensity, setbacks, and landscaping.
- 2.6 This criterion is met when the following conditions are satisfied.

CONDITIONS

- 2.1 The minimum front yard landscaping per 50 lineal feet of Alco Street frontage is as follows:
- 1 tree at least six feet in height; and
 - 4 one-gallon shrubs or accent plants; and
 - the remaining area treated with ground cover (e.g. lawn, bark, rock, ivy and evergreen shrubs).
- 2.2 Before installation of plant materials, the Planning Division must approve a final landscape plan for the park. This plan must show the location of all plants, trees, and ground cover and include a legend that identifies the quantity of each type of plant, their common and botanical names, and the pot size at time of planting (gallons/inches) and intended spacing between plants. All landscaping shall be installed before the park is open to the public.
- (3) ***The transportation system is capable of supporting the proposed use in addition to the existing uses in the area. Evaluation factors include street capacity and level of service, on-street parking impacts, access requirements, neighborhood impacts and pedestrian safety.***

FINDINGS OF FACT

- 3.1 The subject site is located at the northeast corner of Linn Avenue NE and Alco Street NE. The proposed development is to construct a neighborhood park on a vacant 1.8-acre parcel owned by the City.
- 3.2 Alco Street is classified as a local street and is not improved to City standards. The right-of-way width is 30 feet. The street is currently unimproved across the frontage of the property.
- 3.3 Linn Avenue is classified as a local street and is not improved to City standards. The right-of-way width is 66 feet. The street is currently unimproved across the frontage of the property. The design of the park includes use of land acquired by the concurrent vacation of Linn Avenue on the southern boundary of the

site between Alco Street and Burkhart Street.

- 3.4 The City's Traffic Impact Study Guidelines require a traffic study for development that generate 50 or more new vehicle trips during the p.m. peak hour. Based on the Institute of Traffic Engineers (ITE) Trip Generation Manual rate for Land Use 411, "City Park," staff estimates that the park would generate only two vehicle trips during an average weekday, and 21 trips per day during weekends. Most park users are expected to be residents of the neighborhood who will walk or bike to the park as opposed to driving a vehicle.
- 3.5 The site plan for the park includes construction of a small parking lot near the site's southwest corner along its frontage on Alco Street frontage. A total of five paved parking spaces would be constructed to provide some on-street parking. The land under the parking spaces would be dedicated as right-of-way. Alco Street would be paved from Linn Avenue north a distance of about 95 feet in order to provide access to the new five parking spaces. The travel aisle for the parking spaces will be located within the Alco Street right-of-way.
- 3.6 Albany's Transportation System Plan (TSP) does not identify any level of service or congestion issues adjoining the site.
- 3.7 ADC 12.060 requires that new development improve adjoining public streets to City standard unless the City Engineer determines that the improvement is not timely.
- 3.8 ADC 12.122 identifies the standard design for local streets as having a right-of-way width of 54 feet and a curb to curb width of 30 feet. The portion of Alco Street adjoining the west boundary of this site is unimproved and has a right-of-way width of 30 feet.
- 3.9 Alco Street adjoins the west boundary of the site and is not improved to City standards. The unimproved right-of-way for Alco Street ends at the northern boundary of this site. The property between the end of the right-of-way and the Willamette River is owned by the City. Alco Street north of Linn Avenue is not identified as a necessary street in Albany's TSP, and it is not needed in order for adjoining parcels to develop. Because of the likelihood that the section of Alco Street adjoining this development will never need to be improved as a public street, the City Engineer has determined that improvement of the street to full City standards is not timely with this development. A portion of the street will, however, need to be improved to provide access to the parking lot proposed with the development. In addition, emergency vehicles may need to use the road as a secondary access route in the event the adjoining property to the west develops. The minimum width for an emergency vehicle access is 20 feet. The minimum back up aisle for the parking stalls is 24 feet or 26 feet, depending upon the width of the parking stalls.
- 3.10 The development plan for the park includes installation of sidewalk improvements at the corner of Burkhart Street and Linn Avenue. In order to protect pedestrians on the sidewalk from vehicles movements around the corner, the sidewalk needs to be raised above the pavement grade with a curb. The alignment of the sidewalk and curb should be designed so as to define a clear and direct path for vehicles around the corner.
- 3.11 Primary access to the park facilities (parking, playground, picnic tables, and benches) will be concrete and conform with disabled access requirements.

CONCLUSIONS

- 3.1 The park use is expected to generate two new vehicle trips per average weekday and about 21 new vehicle trips per day on weekends.

- 3.2 Existing public streets and right-of-way adjacent to the park site are not yet improved to City standards. The City Engineer has determined that it is not timely to improve the adjoining streets to City standards.
- 3.3 A portion of the Alco Street right-of-way along the site's west boundary will be used to pave a travel aisle for new parking spaces. It may also be used in the future to provide secondary emergency vehicle access to adjoining parcels to the west.
- 3.4 Off-street parking is not required for a neighborhood park. The site plan shows providing five parking spaces. Because of the low number of trips expected to be generated by the development, no on-street parking impacts are anticipated. The parking area will be dedicated as public right-of-way.
- 3.5 The sidewalk improvements proposed for the corner of Burkhart Street and Linn Avenue need to be designed to separate pedestrian and vehicle movements around the corner.
- 3.6 Albany's Transportation System Plan does not identify any level of service or congestion issues adjoining the site.
- 3.7 The transportation system is capable of supporting the vehicle and pedestrian traffic that will be generated by the proposed park.
- 3.8 This criterion will be met when the following conditions are satisfied.

CONDITIONS

- 3.1 Before performing any work within the public right-of-way, the applicant shall obtain a *Permit for Private Construction of Public Improvements* from the City's Public Works Department.
- 3.2 The applicant shall construct a City standard curb return on the northwest corner of Linn Avenue and Alco Street.
- 3.3 In order to provide the five parking spaces at the location shown on the site plan, the applicant must dedicate right-of-way to the City. Contact Gordon Steffensmeier in the Public Works Department for information about this process.
- 3.4 The applicant shall construct a 6-inch-high concrete curb around the perimeter of the paved parking lot and access aisle within Alco Street right-of-way. The parking area must be striped to City standards.
- 3.5 The applicant shall construct pavement to City standards along the site's west boundary from the southern right-of-way of Linn Avenue to the north end of the proposed parking lot. The pavement shall have a minimum width of 20 feet and be centered within the Alco Street right-of-way. The width of the aisle way behind the parking spaces shall be a minimum of 24 feet for 10-foot-wide stalls and 26 feet wide for stalls less than 10 feet wide.
- 3.6 The proposed sidewalk located at the northwest corner of Burkhart Street and Linn Avenue shall be constructed with a 6-inch-high curb face. The location of that portion of the sidewalk located within public right-of-way shall be approved by the City Engineer.
- 3.7 Primary access to the park facilities (parking, playground, picnic tables, benches) will be concrete and conform with disabled access requirements.

- (4) *Public services for water, sanitary and storm sewer, water management and for fire and police protection are capable of servicing the proposed use.*

FINDINGS OF FACT

Sanitary Sewer

- 4.1 City utility maps show no public sanitary sewer mains adjacent to the subject property. The property is currently undeveloped.
- 4.2 The site plan for the proposed park does not include a restroom or any other wastewater producing facilities.

Water

- 4.3 City utility maps show a 2-inch water line along the southern portion of the subject property's west boundary.
- 4.4 The site plan for the proposed park does not show any facilities that will require a connection to the public water system. If in the future a connection to the public water system is needed (e.g., drinking fountain, irrigation, etc.), the applicant must make application to the Public Works Department for such a connection, and pay all necessary fees and charges for the connection.

Storm Drainage

- 4.5 City utility maps show no public storm drainage facilities adjacent to the subject property. The streets (rights-of-way) adjacent to the subject property are not improved. The property generally slopes down to the north, toward the river. There are currently no impervious surfaces on the site.
- 4.6 The proposed park includes new impervious surfaces, such as parking areas, sidewalks, and street improvements. Stormwater runoff from these impervious surfaces must be accommodated in a manner approved by the City Engineer.
- 4.7 The applicant must submit a drainage plan to Public Works to show how the stormwater runoff from the new development will be collected and discharged to an approved location.

Police and Fire

- 4.8 The Albany Police and Fire Departments will provide services to the park when needed.

CONCLUSIONS

- 4.1 The site plan does not show facilities that require public sanitary sewer and/or water service.
- 4.2 The applicant must submit a drainage plan to the Public Works Engineering Division that shows how on-site stormwater runoff will be accommodated.
- 4.3 No structures will be built. The Fire and Police Departments will respond as needed.
- 4.4 Public services for water, sanitary and storm sewer, water management and for fire and police protection are capable of servicing the proposed use.
- 4.5 This criterion will be met when the following condition is satisfied.

CONDITION

4.1 Before the City will issue building permits for this project, the applicant must submit a detailed storm drainage plan for the proposed development to the Public Works Engineering Division.

(5) *The proposal will not have significant adverse impacts on the livability of nearby residentially zoned lands due to: (a) Noise, glare, odor, litter, and hours of operation; (b) Privacy and safety issues.*

FINDINGS OF FACT

5.1 Hours of operation. The operating hours of the park will be posted to be from dawn to dusk.

5.2 Noise. There is one piece of playground equipment for children located about 125 feet from the nearest house. The remainder of the improvements, walking and biking paths, benches, and open area would not be expected to produce much noise, if any. The five-stall parking lot is located on the west side of the park, which is away from residences.

5.3 Glare. The site plan show installing five 12 to 15-foot-tall black powder-coated posts each topped with an opaque globe light fixture. The lights will have automatic timers to turn the lights off at night.

5.4 Odor. The park development does not include features that would be expected to produce odors.

5.5 Litter. Parks and Recreation staff will routinely maintain the park grounds.

5.6 Privacy and safety issues. The nearest homes are located about 45 feet from any of the proposed improvements: There are existing trees and vegetation that will be retained to buffer the improvements from nearby properties. Landscaping will be kept to a minimum to keep it open to public view.

CONCLUSIONS

5.1 The improvements to the park are small and generally for passive recreation. The use of the park is not intended to be after dark. All lighting will automatically turn off at night.

5.2 The park will not have significant adverse impacts on the livability of nearby residentially zoned lands. This criterion is met.

(6) *Any special features of the site (Such as topography, floodplain, wetlands, vegetation, historic sites, etc.) have been adequately considered and utilized.*

FINDINGS OF FACT

6.1 Topography: The site plan shows that elevations on the subject property range from 196 feet to 208 feet. The property slopes generally down from south to northeast. There is a narrow draw in the eastern portion of the site. The area to be improved is basically flat.

6.2 Floodplain: *Comprehensive Plan Plate 5: Floodplains*, show this property has portions that are in the floodplain of the Willamette River. FEMA/FIRM Community Panel Number 410137 0004 F, dated July 7, 1999, shows that the area of the property to be improved in Zone X, an area determined to be outside any 500-year floodplain. The northern portion, of the property, which will only have woodchip path, is in Zone X, an area determined to be in the 500-year floodplain. None of the property is within the 100-year floodplain.

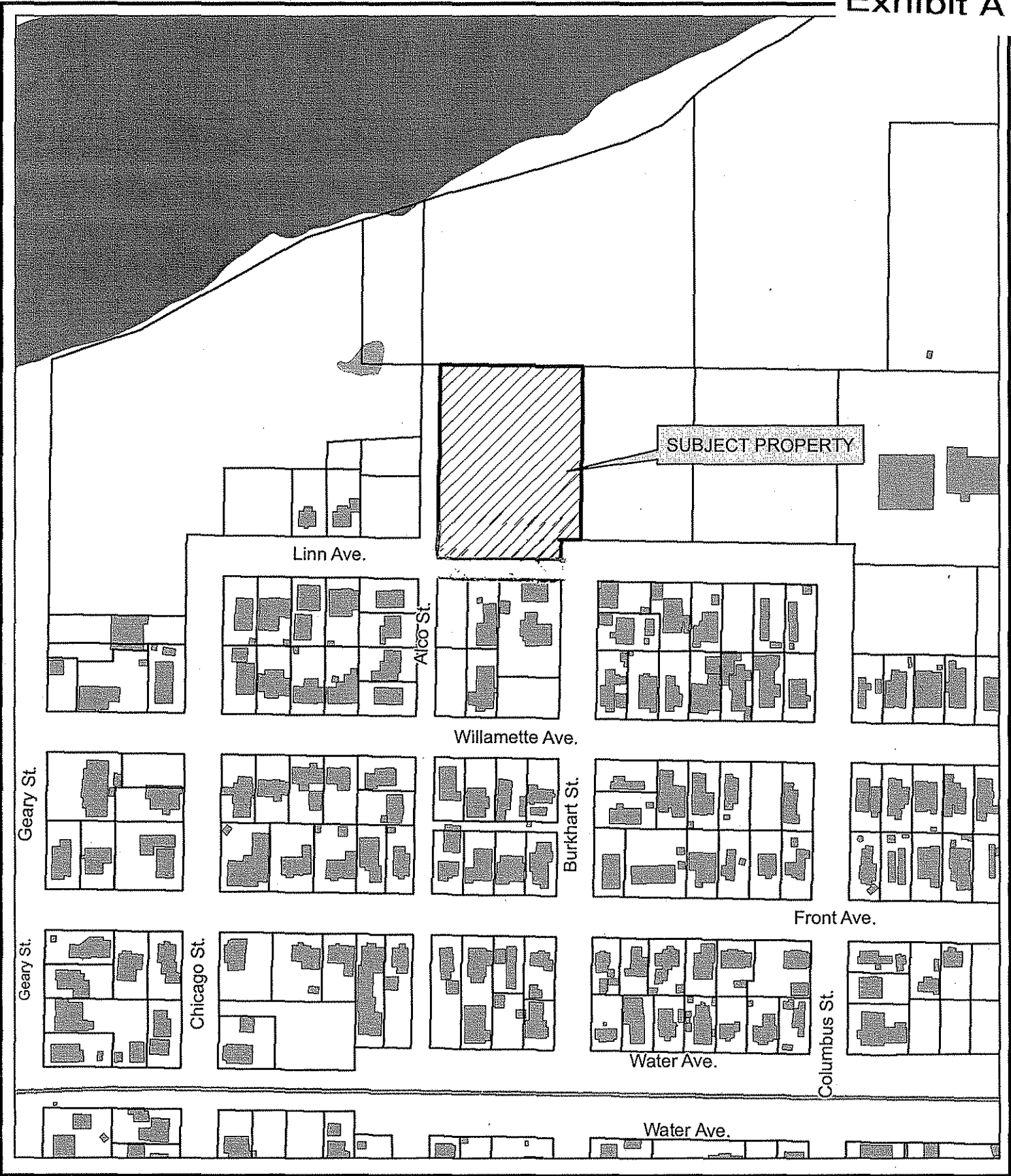
- 6.3 Wetlands: *Comprehensive Plan Plate 6: Wetland Sites*, does not show wetlands on the property. This property is not included in a City Local Wetlands Inventory. The 1987 Soils Survey for Linn County does not show the property having hydric soils, which are an indicator of possible wetlands.
- 6.4 Vegetation. The vegetation on the property consists of trees, brush, blackberries and shrubs. Clearing of underbrush, blackberries and four small trees will be done as part of the park development. A tree felling approval is not needed.
- 6.5 Historic sites. The property is vacant and not within one of the City's National Register Historic districts.

CONCLUSION

- 6.1 There are no special features of the site to consider with the application. This criterion is met

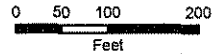
Attachments: Exhibit A - Location Map; Exhibit B - Site Plan

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LOCATION MAP- EADES PARK

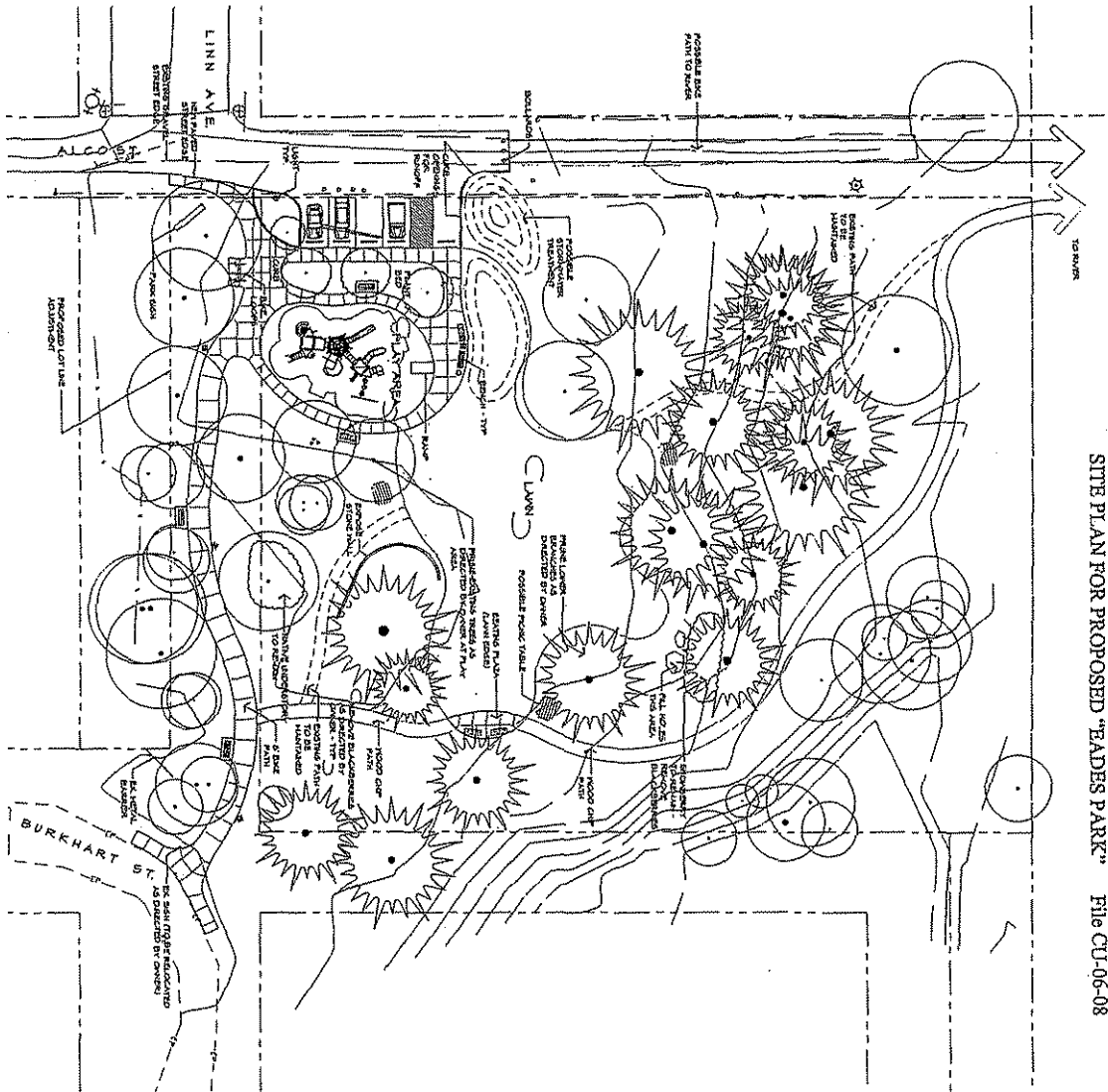
The City of Albany's maps, records, drawings, and other documents have been prepared over many decades, using differing standards for quality control, documentation, and notation. All the information provided represents current information to the best of our knowledge. While the information provided is generally believed to be accurate, occasionally the information proves to be incorrect, and this is our responsibility. Please do not rely on any property boundaries or other information based in full or in part upon the information provided. We specifically advise that you independently verify the information contained within our records.



CU-06-08

Planning Division

City of Albany - 333 Broadalbin St. SW, Albany, Oregon 97321 (541) 917-7676



SITE PLAN FOR PROPOSED "EADES PARK" File CU-06-08

7/23/2008
 PRELIMINARY - NOT FOR CONSTRUCTION
CONCEPTUAL MASTER PLAN
 SCALE: 1"=20'-0"
 0 5 10 20 40 60
 NORTH

<p>LA-1</p>	<p>DWG NO.</p>	<p>PROJECT: EADES NEIGHBORHOOD PARK Alcoa Street and Linn Ave. Albany, OR</p>	<p>CITY OF ALBANY DEPT. OF PARKS AND RECREATION CRAIG CARNAGEY PARKS AND FACILITIES MAINT. MANAGER 541-917-7679 PHONE 541-917-7776 FAX</p>	 <p>DLA Inc. Design/Landscape Architects 424 Westmoreland Blvd., Suite 202 Eugene Oregon 97402 541-485-5800 fax • 541-485-9183 cell</p>	<p>PRELIMINARY</p>
	<p>DATE: - REVISIONS</p>				



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Jorge Salinas, Information Technology Director *Jorge*
DATE: August 20, 2008, for the August 27, 2008, City Council Meeting
SUBJECT: Special Procurement – Geographic Information System (GIS) Application
Development Services

RELATES TO STRATEGIC PLAN THEME: • Effective Government

Action Requested:

Staff recommends the Council, acting as the Local Contract Review Board, adopt the attached resolution that will:

1. Approve a special procurement method to appoint GeoNorth, LLC, of Portland, Oregon, to provide geographic information system (GIS) application development services; and
2. Authorize the Information Technology Director to negotiate and enter into a special procurement purchase agreement with GeoNorth in an amount not to exceed \$40,200.

Discussion:

Staff recommends the retention of a consultant to provide services for the development of a geographic information system application that will facilitate access to the City's geographic data for both internal staff and external City customers. Council, acting as the Local Contract Review Board, may award a contract without competitive bidding when the contract is for the special procurement of the goods and services required.

State law allows for the direct appointment of a consultant under special procurement statutes with the following requirements:

- The use of the procedure will be unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts; and
- Result in substantial cost savings to the contracting agency or to the public; or
- Substantially promote the public interest in a manner that could not practicably be realized by complying with the other available methods of procurement.
- Public notice of the approval must be given (local newspaper/trade journal) describing what is to be acquired at least seven days before award of the contract.
- Affected persons may protest the request for approval of the special procurement (ORS 279B.400 and OAR 137-047-0700).

This special procurement is justified based on the following findings:

1. The City's geographic information system (GIS) is in need of an upgraded application for internal and external (via the internet) customers that provides access to our geographic data due to the retirement by our software vendor of the application versions currently in use.

2. An application was initially developed internally by GIS staff, however, the application was not completed prior to the departure from City employment of the staff member primarily responsible for its development.
3. The Information Technology Department has previously made use of the vendor for prior approved contract work who is intimately familiar with the City's GIS system as well as the application under consideration. Utilizing this vendor to complete the requested work will provide substantial cost savings over the use of a new vendor who would be unfamiliar with our system.
4. The use of the proposed special procurement process would avoid further delays in the deployment of the new application that would be caused by a more prolonged vendor selection process.
5. Because the requested special procurement is for a single contract and based on a unique set of circumstances, its approval would not diminish competition or lead to favoritism for any other City contract.

The attached Resolution authorizes the use of the special procurement process after adopting the findings needed to satisfy city and state purchasing requirements. The Resolution also authorizes the City to negotiate and enter into a special procurement purchase agreement with GeoNorth, LLC, in the amount not to exceed \$40,200 for application development services.

Budget Impact:

The Information Technology, GIS Services Fund (701-13-2010) FY 2008-2009 budget has sufficient funds to pay for this application development project. The project was approved in the FY 2008-2009 Central Services: Information Technology Department (Geographic Information Services) budget and was originally planned to be developed internally, however, a staff vacancy has necessitated the use of a private consultant to complete the work.

PJB:de

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SPECIAL PROCUREMENT OF GEOGRAPHIC INFORMATION SYSTEM (GIS) APPLICATION DEVELOPMENT SERVICES.

WHEREAS, Albany Municipal Code 2.66.070 and 2.66.060 (11), Oregon Revised Statutes 279B.085 and OAR 137-047-0285 allow the City Council, acting as the Local Contract Review Board, to authorize the use of the special procurement process for the selection of a consultant for a specific personal services contract; and

WHEREAS, such authorization must be based on a written request submitted by the contracting agency seeking the exemption that describes the special procurement method to be used and the circumstances that support the use of the special procurement as set forth below; and

WHEREAS, under authority granted by the City Manager, Information Technology Director Jorge Salinas has submitted a written request ("Memorandum") for a special procurement process to select a consultant to provide Geographic Information System (GIS) Application Development Services (the "Project"); and

WHEREAS, the City's GIS is an integral component of daily business operations; and

WHEREAS, the City desires to develop a new GIS application that provides ease of access to the City's geographic data for both internal staff and external City customers; and

WHEREAS the memorandum describes circumstances and facts that support the use of the special procurement, including the following:

1. The City's GIS is in need of an upgraded application for internal and external (via the internet) customers that provides access to our geographic data due to the retirement by our software vendor of the application versions currently in use.
2. An application was initially developed internally by GIS staff, however, the application was not completed prior to the departure from City employment of the staff member primarily responsible for its development.
3. The Information Technology Department has previously made use of GeoNorth, LLC, for prior approved contract work who is intimately familiar with the City's GIS system as well as the application under consideration. Utilizing this vendor to complete the requested work will provide substantial cost savings over the use of a new vendor who would be unfamiliar with our system.
4. The use of the proposed special procurement process would avoid further delays in the deployment of the new application that would be caused by a more prolonged vendor selection process.
5. Because the requested special procurement is for a single contract and based on a unique set of circumstances, its approval would not diminish competition or lead to favoritism for any other City contract.

WHEREAS, based on the circumstances described above, and the other facts and circumstances described in the Memorandum, the City Council finds that the use of the special procurement will:

- (1) Be unlikely to encourage favoritism in the awarding of City contracts or to substantially diminish competition for the City's contracts; and
- (2) Result in substantial cost savings to the City as follows:

- i) The selected consultant has already created components of the project, including database design, development and implementation, data compilation scripting, data maintenance application development, software installation and configuration, and system documentation, that would require significant time and resources of another consultant who is unfamiliar with the project to become proficient with, resulting in higher costs to the City and delaying the start of the project; and
- ii) The selection of another consultant would require significant additional time from City staff who will oversee the project, increasing staff administration costs. Increased City costs would be realized in terms of the staff time that would have to be dedicated to the development of scope of services and request for proposal documents, project advertisement, proposal review and analysis, consultant selection, and contract development and negotiations.

WHEREAS, GeoNorth, LLC, has confirmed that it has the capacity to complete the project as required by the City; and

WHEREAS, the City is requesting that the contract for Geographic Information System Application Development Services for the project be awarded to GeoNorth, LLC, in accordance with City Code Section 2.66.070, so that the Information Technology Director may negotiate and enter into the contract without further delay;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALBANY ACTING AS THE LOCAL CONTRACT REVIEW BOARD:

Section 1. Each of the recitals set forth above, and the facts set forth in the accompanying memorandum of the Information Technology Director are hereby adopted as findings of fact; and

Section 2. Notwithstanding the provisions of City Code Section 2.66.070, the City is authorized and directed to use the special procurement method to directly appoint GeoNorth, LLC, to provide Geographic Information System Application Development Services for the project; and

Section 3. The Information Technology Director is hereby directed to negotiate and enter into a contract with GeoNorth, LLC, in an amount not to exceed \$40,200; and

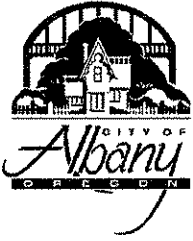
Section 4. This Resolution shall become effective immediately upon its adoption.

DATED AND EFFECTIVE THIS 27TH DAY OF AUGUST 2008.

ATTEST:

Mayor

City Clerk



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Ed Hodney, Director of Parks and Recreation *EJH*
DATE: August 20, 2008, for the August 27, 2008 City Council Meeting
SUBJECT: Resolution to Purchase Curry Property and Appropriate Funds
RELATES TO STRATEGIC PLAN THEME: ● Great Neighborhoods
RELATES TO: ● Master plans

Action Requested:

Adopt a Resolution authorizing the purchase of property on Lochner Road from Chad Curry, appropriating funds, and authorizing the City Manager to execute an agreement for conveyance of real property.

Discussion:

The 2006 Parks and Recreation Master Plan calls for a new community park to be established in south Albany. This park will provide a location for a youth sports complex to include soccer, football, and baseball fields, as well as other outdoor recreation facilities. The project has been included in the adopted Capital Improvements Program.

In May 2008, the City Council directed staff to proceed with negotiations to purchase property from Chad Curry for the new park in south Albany. An agreement for the purchase has been drafted for the Council's review and approval. In brief, the agreement calls for:

- the initial purchase of 26.6 acres of property near the intersection of Lochner Road and Ellingson Road for \$46,375 per acre, or a total of \$1,234,039;
- the reservation of an option for the City to purchase an additional 5 acres within three years at a price of \$46,375 per acre;
- the obligation of Curry to secure Linn County's approval of a partition plat;
- the sharing of costs related to the construction of a residential street, designed to meet City development code requirements, which would serve both the park and any future development on the remainder of Curry's property;
- the dedication of the street to the City.

Budget Impact:

This project was originally budgeted in the FY 2007-08 Parks and Recreation Fund (Park SDC Program). However, the acquisition did not take place as expected and the funds were not spent. Both resources and expenditures need to be increased in the FY 2008-09 budget to accommodate the project. These adjustments will be made in the Park SDC (202-35-1500) and the Parks Capital Improvements (202-35-1507) programs and are detailed in the proposed Resolution.

Attachments: Resolution and Agreement for Conveyance of Real Property

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RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF REAL PROPERTY ON LOCHNER ROAD FROM CHAD CURRY, APPROPRIATING FUNDS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR CONVEYANCE OF REAL PROPERTY.

WHEREAS, Chad Curry owns certain real property in the City of Albany, Linn County, Oregon, which is suitable for use as a new community park in south Albany; and

WHEREAS, the City of Albany has determined this property is integral to the 2006 Parks and Recreation Master Plan; and

WHEREAS, this property is needed for the establishment of a youth sports complex; and

WHEREAS, Chad Curry has agreed to sell 26.61 acres of his property to the City of Albany for \$46,375 per acre, or approximately \$1,234,039 in total; and

WHEREAS, the City has agreed to pay the purchase price and to complete the terms specified in the agreement; 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 hereby authorizes the purchase of title to the real property identified as the Curry Property; authorizes the City Manager to execute an agreement for conveyance of real property; and authorizes the following appropriations to be made for the Fiscal Year 2008-2009.

		<u>Resources</u>	<u>Requirements</u>
<u>Park SDC Program</u>			
202-35-1500-49905	Beginning Balance	\$2,352,700	
202-35-1500-91255	To Parks Capital Imprvts		\$1,300,000
202-35-1500-90012	Reserve		\$1,052,700
<u>Parks Capital Improvements</u>			
202-35-1507-49039	From Park SDC Program	\$1,300,000	
202-35-1507-72034	Community Park Acquisition		\$1,300,000

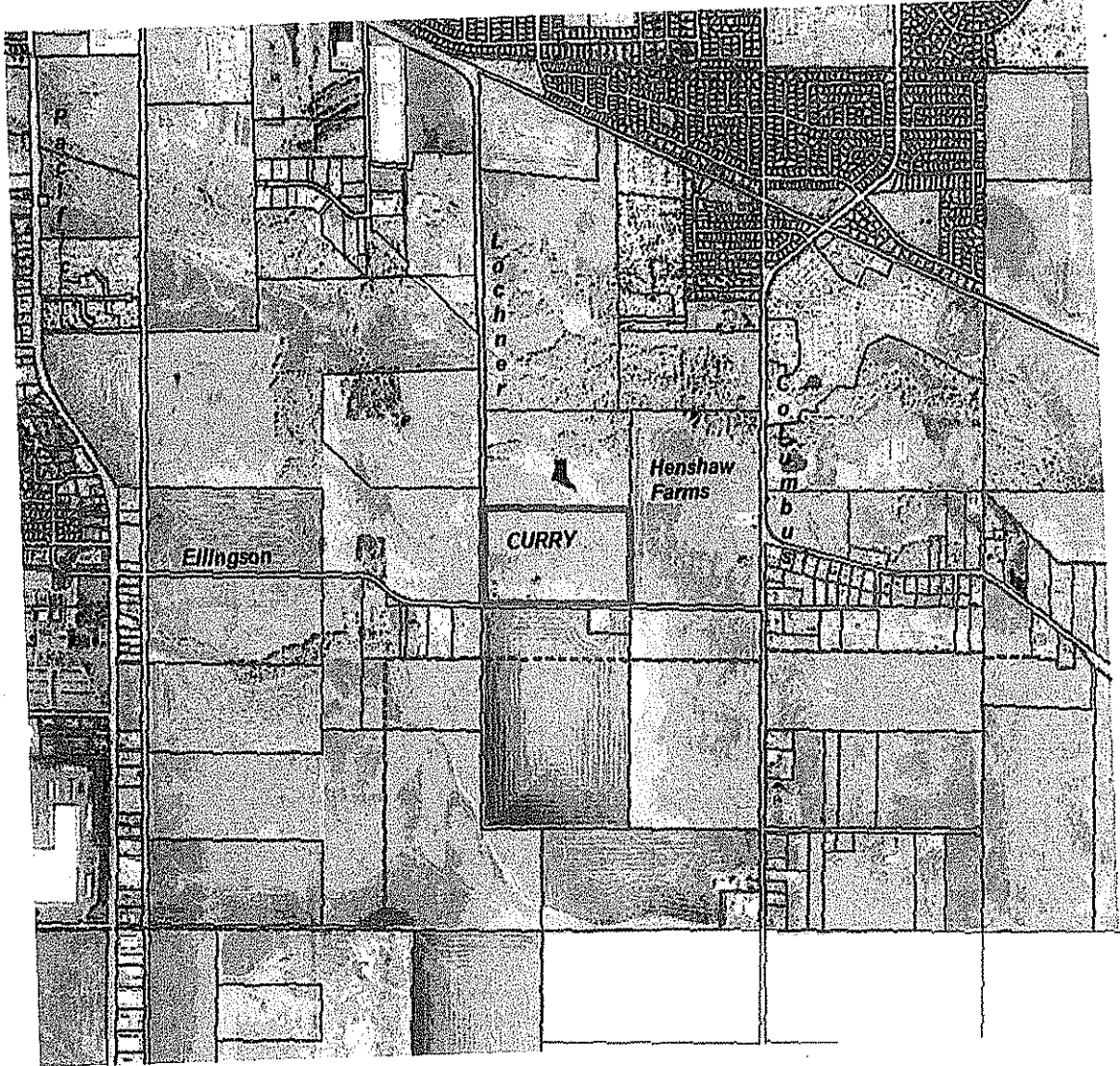
DATED AND EFFECTIVE THIS 13TH DAY OF AUGUST, 2008.

Mayor

ATTEST:

City Clerk

Curry Tract



↑
North

FOUND MONUMENT LIST

- 50 WSW COR. ROBERT PENTLAND D.L.C. No. 69
FD. 3 1/4" ALUM CAP (B) THAT IS 0.15' BELOW A.C. SURFACE.
HELD TO ESTABLISH CENTERLINE.
- 53 FD. 5/8" I.R. (A) W/YPC STAMPED "BARKER PLS 636" THAT IS
0.25' BELOW GROUND SURFACE; ON E-O-W LINE; HELD FOR NW CORNER.
- 55 FD. 3" BRASS CAP (C) THAT IS FLUSH W/ A.C. SURFACE.
HELD TO ESTABLISH CENTERLINE.
- 56 FD. 5/8" I.R. (E) W/YPC THAT IS 1.8' BELOW GROUND.
- 57 FD. 5/8" I.R. (D) W/YPC STAMPED "WRG DESIGN INC".
ON R-O-W LINE; HELD FOR SE CORNER.
- 59 FD. 5/8" I.R. (A) W/YPC STAMPED "BARKER PLS 636" THAT IS
FLUSH W/ GROUND SURFACE, IN EAST-WEST FENCE LINE.
HELD TO ESTABLISH NORTH LINE.
- 62 FD. 5/8" I.R. (A) W/YPC STAMPED "BARKER PLS 636" THAT IS
FLUSH W/ GROUND SURFACE, 0.7' EAST OF NORTH-SOUTH
FENCE LINE. HELD TO ESTABLISH EAST LINE.
- 62 FD. 5/8" I.R. (F) THAT IS 0.2' BELOW GROUND SURFACE.
ON LINE.

LEGEND

- FOUND MONUMENT, AS NOTED; SEE "FOUND MONUMENT LIST"
- CALCULATED POINT PER RECORD DATA
- SET 5/8" X 30" ROD W/YPC MARKED "CHD ENGR. LS 58561"
- () RECORD DATA, SEE "RECORD REFERENCE LIST"
- FD. FOUND
- I.R. IRON ROD
- YPC YELLOW PLASTIC CAP
- ALUM ALUMINUM
- COR. CORNER
- C.R. COUNTY ROAD
- C.S. COUNTY SURVEY
- D.L.C. DONATION LAND CLAIM
- W.C. WITNESS CORNER
- R-O-W RIGHT-OF-WAY
- A.C. ASPHALT CONCRETE
- 50 FOUND MONUMENT REFERENCE; SEE "FOUND MONUMENT LIST"
- (A) RECORD SURVEY REFERENCE; SEE "RECORD REFERENCE LIST"
- (100) CALCULATED POINT BASED ON RECORD DATA

RECORD REFERENCE LIST

- (A) C.S. 21645
- (B) LINN COUNTY CORNER RESTORATION BOOK 8, PAGE 15, LINN COUNTY GPS 93050
- (C) LINN COUNTY GPS 93270 RESET 2004
- (D) C.S. 24373
- (E) C.S. 23891
- (F) ROAD RECORD VOL. 10, PG. 159

C.S. _____

PARTITION PLAT No. 2008- _____

FOR
CHAD CURRY

LOCATED IN
THE ROBERT PENTLAND D.L.C. No. 69
NW 1/4 SEC. 29, T. 11 S., R. 3 W., W.M.
NE 1/4 SEC. 30, T. 11 S., R. 3 W., W.M.
LINN COUNTY, OREGON

JULY 9, 2008
LINN COUNTY CASE No. PDO8-0136

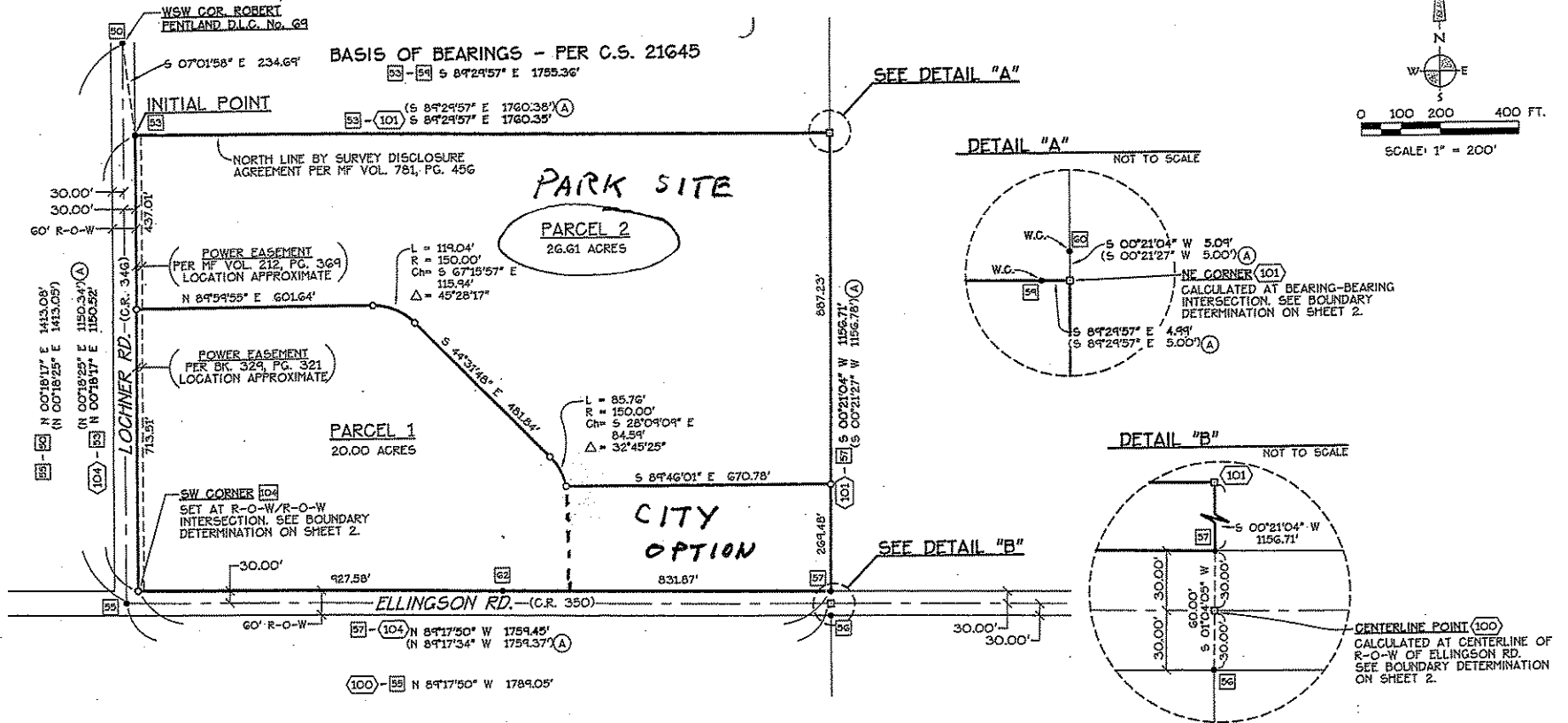
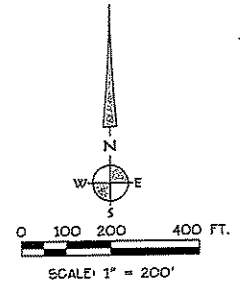
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 9, 2002
JOE J. GOTA
#555811S
Renewal: 12/31/09

I HEREBY CERTIFY THIS TO BE A TRUE
AND EXACT COPY OF THE ORIGINAL PLAT.

JOE J. GOTA

P.L.S. 58561



AGREEMENT FOR CONVEYANCE OF REAL PROPERTY

This Agreement is made and entered into this ____ day of _____, 2008, by and between the **CITY OF ALBANY, OREGON, a municipal corporation**, (hereinafter "Albany") and **CHAD CURRY** (hereinafter "Curry").

WHEREAS, Curry owns a parcels of land containing approximately ____ acres, more or less, outside of Albany's corporate boundary but within Albany's urban growth boundary; and

WHEREAS, Albany desires to purchase a portion of Curry's above described property for public park purposes; and

WHEREAS, both parties desire to agree upon the terms and circumstances pursuant to which the costs of the developing infrastructure will be paid to serve their respective properties after a purchase by Albany and intend, and by this Agreement, define their rights and obligations with regard to each other with respect to the matters hereafter set forth.

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

Section 1. Purchase of Property.

1.1 **Curry's Obligation to Partition.** Albany's obligations under this Agreement are contingent upon Curry applying for and obtaining permission from Linn County, Oregon, to partition the property described in Exhibit "1," attached hereto and by this reference incorporated herein, into two parcels. The partition shall result in the creation of two lawful parcels one of which shall consist of approximately 26.6 acres of land and shall be known, for purposes of this Agreement, as "Parcel 2" and the balance of the original parcel shall hereafter be known as "Parcel 1." A map showing the size, location, and configuration of the two parcels, upon completion of the required partitioning is attached hereto as Exhibit "2," and by this reference incorporated herein.

1.2 Upon partitioning as described above, Albany agrees to purchase and Curry agrees to sell "Parcel 2," described in Exhibit "2" for the purchase price of \$46,875 per acre. Curry shall have the parcel surveyed and that survey shall determine the exact acreage. The product of \$46,875 times the surveyed acreage shall be the purchase price.

1.3 **Other terms.** This purchase shall be subject to the following additional terms:

Deed. On the Closing Date, Curry shall execute and deliver to Albany a statutory warranty deed, conveying the Property to Albany, free and clear of all liens and encumbrances except the Permitted Exceptions.

Preliminary Title Report. Within ten (10) days after full execution of this Agreement, Curry shall furnish to Albany a preliminary title report showing the condition of title to the Property, together with copies of all exceptions listed therein (the "Title Report"). Albany will have ten (10) days from receipt of the Title Report to review the Title Report and to notify Curry, in writing, of Albany's disapproval of any exceptions shown in the Title Report. Those exceptions not objected to by Albany are referred to below as the "Permitted Exceptions." Zoning ordinances, building restrictions, taxes due and payable for the current tax year, and reservations in federal patents and state deeds shall be deemed Permitted Exceptions. If Albany notifies Curry of disapproval of any exceptions, Curry shall have 15 days after receiving the disapproval notice to either remove the exceptions or provide Albany with reasonable assurances of the manner in which the exceptions will be removed before the transaction closes. If Curry does not remove the exceptions or provide Albany with such assurances, Albany may terminate this Agreement by written notice to Curry given within 15 days after expiration of such 15-day period, and this Agreement shall be null and void. It is the intent of the parties to close this transaction within 15 days of Albany's receipt of the preliminary title report.

Title Insurance. Within fifteen (15) days after closing, Curry shall furnish to Albany with an ALTA owner's policy of title insurance in the amount of the Purchase Price, standard form, insuring Albany as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions.

Taxes; Prorates. Real property taxes for the current tax year, insurance premiums (if Albany assumes the existing policy) and other usual items shall be prorated as of the Closing Date.

Possession. Albany shall be entitled to possession immediately upon closing.

Closing. Closing shall take place on or before the 5th day following the issuance of the commitment to issue the owners policy set forth above. Closing shall occur at the offices of First American Title Company, 2405 14th Ave., SE, Suite B; Albany. Curry shall pay all taxes and title insurance fees. Each party shall pay one-half of the escrow fees.

Earnest money. Curry hereby acknowledges receipt of the sum of \$ _____ (2% of the estimated purchase price) paid by Albany as earnest money. The earnest money shall be applied to the purchase price on the closing date.

Purchase price. The purchase price shall be paid as follows:

At closing, the earnest money shall be credited to the purchase price.

At closing, Albany shall pay the balance of the purchase price in cash.

Curry's Representations. Curry represents and warrants to Albany as follows:

- i. Curry has received no written notice of any liens to be assessed against the Property.
- ii. Curry has received no written notice from any governmental agency of any violation of any statute, law, ordinance or deed restriction, rule or regulation with respect to the Property.
- iii. As far as Curry is aware, the Property has never been used for the storage or disposal of any hazardous material or waste. There are no environmentally hazardous materials or wastes continued on or under the Property and the Property has not been identified by any governmental agency as a site upon which environmentally hazardous materials or wastes have been or may have been located or deposited.

Section 2. Grant of Option. Curry grants Albany an exclusive option to purchase approximately 5 acres of "Parcel 1," which is depicted in Exhibit "2," as Parcel 1 the sale shall be upon the same terms, and for the same consideration as the City's purchase of property in Section 1 above. Curry further grants and assigns to Albany the right to apply for and consent to annexation of the property in question into the corporate limits of Albany. In the event City exercises this option and Curry applies for and receives approval for the annexation of the

property described in this Section to the corporate limits of Albany, Albany will reimburse Curry for one-half of the annexation and election fees. This option shall terminate three (3) years following execution of this Agreement. The City may exercise this option upon 30 days written notice to Curry. Closing shall occur on or before the 30th day following exercise of the option.

Section 3. Dedication and Construction of Residential Street. Upon annexation of the land described in Section 2 above to the corporate limits of the City of Albany, Curry agrees to dedicate to Albany a public right-of-way, as depicted in Exhibit "3," attached hereto and by this reference incorporated herein. This dedication shall be without cost to Albany and shall conform with the City's requirements for residential streets. Upon dedication and acceptance of the right-of-way by Albany, each party shall share equally in the actual cost of constructing the residential street at the approximate location shown on Exhibit "3". Curry may, but is not obligated, to construct the street and shall have the option of constructing the street, to City standards utilizing the SI (site improvement) permit process prior to his dedication of the land to City or, by filing a Petition for Improvement and waiver of remonstrance, authorizing the street to be constructed and further authorizing his adjoining property to be assessed one-half of the cost therefore. Albany's one-half cost of the street shall be paid in accordance with whichever method was chosen by Curry.

Section 4. Binding Effect/Assignment Restricted. This Agreement is binding upon all parties and shall inure to the benefit of Curry, Albany, and their respective heirs, legal representatives, successors and assigns.

Section 5. Attorney Fees. In the event action is instituted to enforce any term of this Agreement, the prevailing party shall recover from the losing party reasonable attorney fees incurred in such action as set by the trial court and, in the event of appeal, as set by the appellate courts.

Section 6. Notices. All notices and communications in connection with this Agreement shall be given in writing and shall be transmitted by certified or registered mail, return receipt requested, to the appropriate party as the address first set forth above. Any notices so transmitted shall be deemed effective on the date it is placed in the United States mail, postage prepaid. Either party may, by written notice, designate a different address for purposes of this Agreement.

To Albany: City of Albany
333 Broadalbin Street
P.O. Box 490
Albany, OR 97321

To Buyer: Chad Curry

Section 7. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the purchase and sale of the Property. This Agreement supersedes any and all prior negotiations, discussions, agreements and understandings between the parties. This Agreement may not be modified or amended except by a written agreement executed by both parties.

Section 8. Applicable Law. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Oregon.

Section 9. Disclaimer. The property described in this instrument may not be within a Fire Protection District Protecting Structures. The property is subject to land use laws and regulations which, in farm or forest zones, may not authorize construction or siting of a residence *AND WHICH LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES.* Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and existence of fire protection for structures.

Section 10. Representation. This Agreement is the subject of a negotiated transaction wherein both sides have had input into the terms hereof. As a consequence, the customary rule of contractual construction which resolves ambiguities against the drafter shall not apply. Albany has been represented in this transaction by the law firm of Long, Delapoer, Healy, McCann & Noonan, P.C., Attorneys at Law. Curry has been represented in this transaction by the law firm of Heilig, Misfeldt, & Armstrong, LLP. Each party acknowledges that they have relied strictly on the advice and representations provided to them by their respective attorneys.

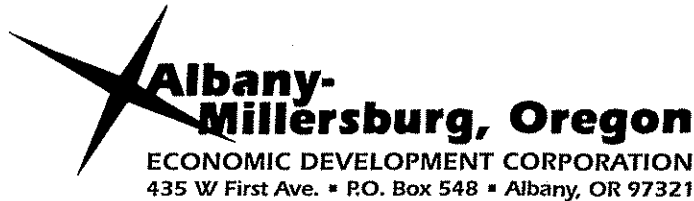
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the date and year first above written.

CITY OF ALBANY, OREGON

By _____
Title:

CHAD CURRY

By _____



Memo

Date: August 18, 2008

To: Albany City Council

From: John Pascone, Enterprise Zone Co-Manager

Subject: Request for Approval
Wah Chang Millersburg
Agreement for Extended Enterprise Zone Benefits and
Waiver of Regular Employment Requirements

Reason for Request

Wah Chang Millersburg has submitted an Enterprise Zone authorization application and has requested extended benefits beyond the regular three-year tax exemption and a waiver of the regular 10% employment increase.

For the Extended Benefits:

Regulations require that the company enter into an agreement with the City of Millersburg and the approvals of the City of Albany, City of Lebanon and Linn County, which are all sponsors of the enterprise zone. In order to qualify for the additional two years, the company must pay 150% of Linn County's average annual wage to the new employees for the five years of the exemption. Currently, those numbers are \$33,486 to \$50,229.

For the Waiver of Employment:

Regulations require that the company and the cosponsors enter into an agreement which specifies that the company's investment exceeds \$25 million and that the company maintains a minimum employment level. In this case, the company is investing approximately \$42 million and agrees to maintain at least 1,000 employees for the 5-year duration of the agreement.

A lower employment number is allowed, in part, because most large investments made by large companies increase productivity and competitiveness and do not always create a lot of jobs, at least not the 10% normally required. Also, large investments are encouraged because they will eventually become taxable and a company that makes large investments in their facility will usually keep it operating. If the company is contemplating closing the facility, it usually does not invest large dollars in it.

Another reason for allowing a lower number is that, during the duration of the exemption, the economy could drop, forcing the company to cut back for a while through no fault of its own. Such an event would not cause them to lose the exemption as long as they maintain the minimum agreed level.

Description of Project

The project is a \$42 million expansion which includes \$2 million for building modifications and \$40 million for equipment. The investment is designed to increase production capacity of zirconium sponge by two million pounds.

The company's average employment over the past 12 months is 1,058. Fifteen new jobs are projected with this new investment.

Wah Chang Millersburg is in the South Santiam Enterprise Zone and the City of Albany, as a co-sponsor, must pass a resolution approving the agreement. The approval of the other co-sponsors, Lebanon, Millersburg and Linn County will follow.

Thank you for your support.

Agreement for Oregon Enterprise Zone Extended Abatement
And
Waiver of Employment Requirement

**AGREEMENT WITH THE SOUTH SANTIAM ENTERPRISE ZONE SPONSORS TO
EXTEND PROPERTY TAX EXEMPTION TO FIVE CONSECUTIVE YEARS IN TOTAL
FOR CAPITAL INVESTMENT BY WAH CHANG, MILLERSBURG.**

The sponsors of the South Santiam Enterprise Zone, comprising the governing bodies of the cities of Albany, Lebanon, and Millersburg and Linn County (hereinafter the "Zone Sponsor") and Wah Chang, Millersburg (hereinafter "The Firm") do hereby enter into an agreement for extending the period of time in which The Firm shall receive an exemption on its investment in qualified property in the South Santiam Enterprise Zone contingent on certain special requirements under ORS 285C.160 (2003).

The Zone Sponsor and The Firm jointly acknowledge that: subject to submission and approval of an application for authorization and the satisfaction of other requirements under ORS 285C.050 to 285C.250, The Firm is eligible for three years of complete exemption on its qualified property; nothing in this agreement shall modify or infringe on this three-year exemption or the requirements thereof; and this agreement becomes null and void if The Firm does not qualify for these three years of the exemption.

The Zone Sponsor extends The Firm's property tax exemption an additional two years on all property that initially qualifies in the South Santiam Enterprise Zone in the assessment year beginning on January 1, 2009 and thus sets a total period of exemption of five consecutive years during which statutory requirements for the standard three-year enterprise zone exemption must also be satisfied and maintained.

CONFIRMATION OF STATUTORY PROVISIONS

In order to receive the additional two years of enterprise zone exemption granted herein, The Firm agrees herewith under ORS 285C.160 (3) (a) (A) that ,for each year of the entire exemption period, all of The Firm's new employees shall receive an average level of compensation equal to or greater than 150 percent of the county average annual wage, in accordance with the specific definitions and guidelines in Oregon Administrative Rules (OAR), Chapter 123, Division 65 (123-065-41##), which provides that:

1. Such compensation may include non-mandatory benefits that can be monetized;
2. The county average annual wage is set at the time of authorization, except as pursuant to ORS 285C.160 (4), according to the 2006 Linn County average annual wage rate of \$ 33,486 for which 150 percent equals \$ 50,229.

3. Only employees working at jobs filled for the first time after the application for authorization but by December 31 of the first full year of the initial exemption and performed within the current boundaries of the South Santiam Enterprise Zone are counted; and

4. Only full-time, year-round and non-temporary employees engaged a majority of their time in The Firm's eligible operations consistent with ORS 285C.135 & 285C.200(3) are counted, regardless if such employees are leased, contracted for or otherwise obtained through an external agency or are employed directly by The Firm.

LOCAL ADDITIONAL REQUIREMENTS

For The Firm to receive the additional two years of enterprise zone exemption granted herein, the Zone Sponsor and The Firm agree that there are no additional requirements besides the statutory requirements.

WAIVER OF EMPLOYMENT REQUIREMENT ON SHORT-TERM EXEMPTION FOR INVESTMENT OF AT LEAST \$25 MILLION IN AN OREGON ENTERPRISE ZONE

The Firm intends to invest an estimated \$ 42 million in capital improvements for the Wah Chang plant in Millersburg, Linn County ,Oregon, starting in 2008; and

The Wah Chang plant is located within the South Santiam Enterprise Zone, which is sponsored by the cities of Albany, Lebanon, and Millersburg and Linn County; and

The Firm has applied for authorization in the Enterprise Zone for the aforementioned investment; and

Under ORS 285C.155 and 285C.200(2), the enterprise zone sponsor may provide by resolution for authorization of an eligible business firm, such that it may qualify for the exemption on qualified property in the zone without increasing zone employment as normally required, if the firm's total investment in qualified property costs \$25 million or more, and it maintains a minimum number of full-time employees in the zone (as established by the zone sponsor), and it satisfies other reasonable requirements as the zone sponsor also may establish; and

Wah Chang, Millersburg has 1,058 full-time employees throughout the South Santiam Enterprise Zone as averaged over the past 12 months.

Wah Chang, Millersburg is hereby authorized to qualify in accordance with ORS 285C.200 for purposes of the exemption on qualified property under ORS 285C.175, provided that:

1. the investment at the Wah Chang Millersburg plant in qualified property, for which the exemption is claimed over one to five years, costs \$25 million or more in total; and

2. the number of full-time, year-round employees of Wah Chang, Millersburg in the South Santiam Enterprise Zone is maintained at or above 1,000 average for each calendar year of the exemption period.

ACCEPTING FOR THE CITY OF MILLERSBURG, A ZONE SPONSOR OF
THE SOUTH SANTIAM ENTERPRISE ZONE:

Clayton Wood, Mayor

ACCEPTING FOR Wah Chang;

Joe Frazier, Vice President Finance

The City of Albany, City of Lebanon and Linn County, zone co-sponsors, approve this Agreement by passing separate Resolutions, copies of which are attached.

RESOLUTION NO. _____

A RESOLUTION APPROVING AN EXTENDED PROPERTY TAX ABATEMENT AGREEMENT WAIVING EMPLOYMENT REQUIREMENTS ON A SHORT-TERM EXEMPTION FOR INVESTMENT OF AT LEAST \$25 MILLION IN AN OREGON ENTERPRISE ZONE, BETWEEN THE CITY OF ALBANY, A COSPONSOR OF THE SOUTH SANTIAM ENTERPRISE ZONE AND WAH CHANG.

WHEREAS, Wah Chang is expanding and investing in plant construction and equipment; and

WHEREAS, Wah Chang intends to add 15 new employees; and

WHEREAS, Wah Chang anticipates providing average pay and benefits to these employees equal to or greater than 150 percent of the Linn County average, as required under ORS 285C.160; and

WHEREAS, Wah Chang, which is located in the city of Millersburg, has applied to extend the property tax abatement for which it qualifies through its inclusion in the South Santiam Enterprise Zone; and

WHEREAS, Wah Chang intends to invest an estimated \$42 million in capital improvements on the Millersburg plant in Linn County, starting in August 2008; and

WHEREAS, Wah Chang has applied for authorization in the Enterprise Zone for the aforementioned investment; and

WHEREAS, under ORS 285C.155 and 285C.200(2), the enterprise zone sponsor may provide by resolution for authorization of an eligible business firm, such that it may qualify for the exemption on qualified property in the zone without increasing zone employment as normally required, if the firm's total investment in qualified property costs \$25 million or more, and it maintains a minimum number of full-time employees in the zone, as established by the zone sponsor, and it satisfies other reasonable requirements as the zone sponsor also may establish; and

WHEREAS, Wah Chang has 1,058 full-time employees throughout the South Santiam Enterprise Zone, as averaged over the past 12 months; and

WHEREAS, the City of Millersburg has requested support of this agreement from the other cosponsors of the South Santiam Enterprise Zone; and

WHEREAS, the City of Albany is a cosponsor of the South Santiam Enterprise Zone.

NOW, THEREFORE, BE IT RESOLVED that the attached Extended Abatement Agreement and Employment Waiver Agreement is hereby approved by the Albany City Council and that Wah Chang is hereby authorized to qualify in accordance with ORS 285C.200 for purposes of the exemption on qualified property under ORS 285C.175, provided that:

1. The investment at the Wah Chang Millersburg plant in qualified property, for which the exemption is claimed over one to five years, costs \$25 million or more in total; and
2. The number of full-time year-round employees of Wah Chang in the South Santiam Enterprise Zone is maintained at or above 1,000, on average, for each calendar year of the exemption period.

DATED AND EFFECTIVE THIS 27TH DAY OF AUGUST 2008.

Mayor

ATTEST:

City Recorder

CITY OF ALBANY
CITY COUNCIL (WORK SESSION)
Council Chambers
Monday, July 21, 2008
4:00 p.m.

MINUTES

CALL TO ORDER

Council President Sharon Konopa called the meeting to order at 4:00 p.m.

ROLL CALL

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

Councilors absent: Mayor Dan Bedore and Councilor Jeff Christman.

BUSINESS FROM THE PUBLIC

There was no business from the public.

CHANGES TO INTERSTATE 5/HIGHWAY 20 OVERPASS

Oregon Department of Transportation (ODOT) Project Leader Jerry Wolcott said the state has 12 projects scheduled to improve bridge clearance which will primarily benefit trucks and other over-height vehicles. Currently trucks have to detour to avoid low clearance bridges which increases fuel costs and tears up off-route roads. Wolcott passed out a picture from the *Gazette-Times* which shows a truck that hit a sign while passing under a bridge in Corvallis (see agenda file). This is an example of what ODOT wants to avoid. It is neither safe nor efficient.

The bridge project will cost \$3.8 million. This does not include the Environmental Impact Study for the new interchanges in Albany, which is a study 2-3 years out, followed by identifying sources for funding construction.

Wolcott described how traffic will be rerouted during the bridge project and referred to the picture in the agenda file. The route has been approved by the City and Benton County. They were asked to close the ramp for the shortest time possible, but there is a high water table in the area they will have to work around. The project will be bid in April 2009 with work to begin that summer.

Wolcott said it is less expensive to lower the grade than to raise the bridge in this case. During construction Knox Butte Road will have four way stop signs for about one month, which is more cost effective than putting in a traffic light for that short duration of time.

Councilor Floyd Collins encouraged the Council to consider a temporary signal at Knox Butte instead, not only during construction but also after the project is complete. It would help the businesses on the east side of the freeway and is important enough that the City should consider participating in the cost. Discussion followed. Wolcott said he would forward the proposal to the ODOT committee but he doubts they will approve it.

MOTION: Collins moved to request that ODOT install a temporary signal, instead of a stop sign, on Knox Butte Road during the construction period; for ODOT to consider leaving the temporary signal there long-term; and that the City might contribute financially to the signal and Councilor Dick Olsen seconded it.

Councilor Ralph Reid asked, is the freight industry contributing financially? Wolcott said there is no federal money involved. Reid is concerned that ODOT is simply playing catch-up. He asked, what about the south bound and north bound side and the integration of I-5? The projects seem to be piecemealed. Collins agreed, and said there is a lack of coordination and planning. When I-5 is widened later, the freeway exit will just have to be redone. There seems to be a lot of money being spent on short-term fixes. Wolcott said the bridge project is from Cottage Grove to Salem and the bridge study pertains only to Albany.

James Brooks, owner of the 76 Station on Pacific Boulevard, wished to speak. He drives Timber Street and Goldfish Farm Road. They are not safe, so it is important to limit their traffic. Goldfish Farm Road is too narrow and both roads have low limit bridges, so trucks should not be routed there at all. Wolcott said there will be signs to prevent trucks from using those roads.

Collins wants to see documentation of pre-detour and post-detour damage on these two roads.

Reid wants the east side of the interchange to be lighted, especially by Knox Butte Road and Century Drive. Discussion followed. Wolcott said lighting is outside of the project limit.

VOTE: A vote was taken and the motion passed 5-0.

COUNCIL CHAMBERS AUDIO CHANGES

Information Technology (IT) Director Jorge Salinas described the problem with the audio system and the changes that have been implemented to resolve it. He reviewed the document titled "Council Chambers Audio Updates" (see agenda file). Salinas said the audio recordings should be clear and balanced. They also added a lapel microphone to the audio system.

IT Technician Michael Cox gave the Council detailed speaking and presentation tips.

The Council thanked Salinas and Cox for their attention to the details and for providing the public with a quality reproduction.

COUNCILOR COMMENTS

Olsen said he attended the Linn County Fair and enjoyed it. It seemed to be successful.

Konopa noticed the agenda for the next Regular Session included setting top four priorities for the League of Oregon Cities legislative proposal survey. She thinks it warrants discussion in a work session. City Manager Wes Hare said Albany is one of 240 cities submitting lists, so he suggests we do not spend too much time on it. Staff agreed to schedule it for a work session.

Bedore arrived at the meeting at 4:35 p.m.

Olsen said he does not like the new keypads which were installed on the doors which enter into staff offices at City Hall. Hare said the locks were installed as a result of non-employees wandering around through the areas and a recent theft. The goal is to have entry be as unobtrusive as possible while also providing a higher level of security.

CITY MANAGER REPORT

Hare met with the developer of the Wheel House project, David Johnson, to work through some of the last hurdles. Johnson has until August 1 to have the project plans completed.

City Attorney Jim Delapoe noted that Transportation Systems Analyst Ron Irish did a great job on this project.

In a previous meeting the Council asked staff to post speed limit signs and possibly have the speed lowered on Scenic Drive. Irish talked to Benton County and found out that they studied the stretch between Dover Lane and 24th Avenue in 2004. Their counts were consistent and the speeds did not change although the numbers did. Irish put out a counter and found that the average speed is 55 mph, with 85-90 percent of the speeds at 58 mph. He doubts Benton County would forward a request to ODOT to lower the speed limit because they won't want to drop it lower than 58 mph. Irish does think Benton County would be willing, however, to post signs.

Collins said that without the speed being posted, law enforcement cannot write tickets. He also thinks Springhill Drive should have signs. Collins suggested to North Albany Neighborhood Association (NANA) President Bill Root, who was in the audience, that this is an example of the Council responding to citizen concerns. Root said that is why he attends the meetings and said that communication between NANA and the City has been good.

Reid said he would not be able to attend the upcoming Cascade West Area Commission on Transportation meeting and asked Irish, as the City's designated alternate, to attend and vote in his place.

Hare said he learned that Linn County is applying for an Emergency Operations Center Grant. It makes sense for the City to apply along with them for this single-command center. It would not require a resource commitment from the City because a match has already been identified. Hare commented that the City's relationship with Linn County is good and he commended them.

Public Information Officer/Management Assistant Marilyn Smith said the November 2008 Council meeting schedule needs to be adjusted because Smart Centre's plan is being submitted, with the corresponding 120 day clock scheduled to run out on November 12, 2008. The Council decided to schedule Council meetings for November 12 and 24, and December 8 and 17.

ADJOURNMENT

There being no other business, the Work Session adjourned at 4:52 p.m.

Respectfully submitted,

Mary A. Dibble, CMC
Deputy City Clerk
G:\Mary\CCWorkSession\ccwks07-21-08.MTS.doc

Reviewed by,

Stewart Taylor
Finance Director

CITY OF ALBANY
CITY COUNCIL
Council Chambers
Wednesday, July 23, 2008
7:15 p.m.

MINUTES

CALL TO ORDER

Mayor Bedore called the meeting to order at 7: 15 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

Communications

Albany Visitors' Association updates and upcoming events.

Jimmy Lucht, Albany Visitors Association (AVA) Manager, explained that the Bi-Mart River Festival would be on the weekend, on Water Street, between Ferry Street and Broadalbin Street. There will be a BBQ Cook Off, a kid's BBQ Cook Off, Rays Food Place BBQ-Cook Off, a Treasure Hunt, pirates, a rib eating contest, a kid's pie eating contest, entertainment, and a fastest text message-sender contest for teens. He invited the Council to attend.

Proclamation read by Mayor Bedore

Bedore read a proclamation declaring August 1-3, 2008 as Albany Pirate Days. Captain Slappy, representing the Albany pirate community, gave each of the Council members a pirate name (in agenda file) with a description of their personality. Captain Slappy administered a Pirate Oath to the Council (in agenda file).

Request from the League of Oregon Cities for Albany's top four priorities for 2009 legislative proposals.

This item was postponed to a Council work session.

Second time extension request from Bob Mitchell for the airport restaurant property.

City Manager Wes Hare explained that Bob Mitchell has encountered some problems regarding the sprinkler system. His recommendation is to grant the extension with the understanding that this is the last extension the Council will consider.

MOTION: Councilor Johnson moved to approve a second 90-day extension for completion of the airport restaurant being constructed by Bob Mitchell Construction with a deadline of January 9, 2009. Councilor Konopa seconded the motion and it passed 6-0.

Business from the Public

Leslie Templeton, 20826 Sunny Lane NW, asked if any fenced dog parks were being considered in Albany. Public Information Office/Manager Assistant Marilyn Smith said the Parks Master Plan includes a dog park.

Keith Eichleman, 4021 Somerset Drive NE, explained that the Boy Scout Troop 100 was attending this City Council meeting in order to qualify for a merit badge.

Second Reading of Ordinance

YC-01-08, vacating a portion of Jackson Street NE, north of Water Avenue and adopting findings.

Bedore noted that the ordinance that would be read a second time includes only the vacation of Jackson Street north of Water Avenue. The ordinance the City Council read the first time was for the vacation of both Jackson Street and Jefferson Street. A condition of reading the ordinance for the second time, and approving the street vacations, was that the owners of property adjacent to the streets sign joint use and maintenance agreements for the vacated street rights-of-way. An agreement has been submitted for

Jackson Street, but not for Jefferson Street. The staff memo in the agenda explains this in more detail. Bedore asked the City Attorney to read the ordinance a second time in title only.

City Attorney Jim Delapoe read for the second time in title only "AN ORDINANCE VACATING A PORTION OF JACKSON STREET NE, NORTH OF WATER AVENUE, IN ALBANY, OREGON; AND ADOPTING FINDINGS."

MOTION: Councilor Reid moved to adopt the ordinance. Councilor Collins seconded the motion and it passed 6-0, and was designated Ordinance No. 5701.

Bedore explained that a decision of the City Council may be appealed to the Oregon Land Use Board of Appeals (LUBA), if a person with standing files a Notice of Intent to Appeal within 21 days of the date the decision is reduced to writing and bears the necessary signature of the decision maker.

Adoption of Resolutions

ST-07-03, 53rd Avenue Bridge and Roadway Improvements, declaring a necessity that the City acquire certain real property located within and outside the city limits of the City of Albany, Linn County, Oregon, for the purpose of improving and creating a public right-of-way.

Hare said this is the beginning of the process to acquire property that the City needs to build the 53rd Avenue extension that is in the master plan and is a contractual obligation with the SVC Corporation.

Delapoe said the nature of the contract with PepsiCo requires that the City go forward to acquire the property for the roadway. This resolution formally authorizes the beginning of the condemnation process if the City is unable to come to a mutual agreement with the property owner and it also authorizes the City to ask the court for immediate possession. Immediate possession is achieved by depositing with the court an amount determined by an appraiser as fair market value. He explained the process to get immediate possession. He said the opponents will bring up a legal question to challenge the ability to get immediate possession outside the City limits. He recommends getting an intergovernmental agreement with Linn County, whose jurisdiction is immediately outside the City limits, regarding the property. That should avoid the legal challenge. He doesn't anticipate problems with Linn County. Immediate possession could be necessary if PepsiCo decides to go forward this January. He said that he has, acting on the City's behalf, retained outside legal counsel whose specialty is this very area. If it becomes necessary to go for an immediate possession, he cautioned the Council that the jury may come back for a higher award to the property owner. The City would pay all costs incurred. This resolution will authorize beginning the process. Delapoe assured the Council that staff is continuing discussions with the property owner.

Konopa said the contract isn't with PepsiCo directly; it is with one of their new sub corporations that has been in existence only since 2004. What happens if SVC goes bankrupt? Delapoe said the City's agreement is with SVC not PepsiCo. SVC stands for Stokley Van Camp Manufacturing. They have been in existence for decades. Hare said staff did a very thorough search of the company before the contract was negotiated and they have assets over a billion dollars, so they feel confident they will live up to their side of the agreement.

Councilor Olsen doesn't like the idea of condemning property. He will be voting against the motion.

Johnson agrees with Olsen about condemning property. She asked if the City was still within the agreement timelines. Delapoe said, if PepsiCo goes forward, we have no extra time. He feels most of the legal opposition to this project is to slow us down.

MOTION: Johnson moved to adopt the resolution declaring a necessity that the City acquires certain real property located in Linn County, partially in the City of Albany and partially outside of the City limits, but within the Urban Growth Boundary, for the purpose of improving and creating a public right-of-way. Councilor Christman seconded the motion and it passed 4-2 with Konopa and Olsen voting no. The resolution was designated Resolution No. 5636.

Authorizing the Mayor to sign the financing contract with the Oregon Economic and Community Development Department to provide financing for infrastructure improvements related to the SVC development agreement and the Oak Creek Revitalization Area.

Delapoe explained that this is a necessary resolution to get the financing in place with the state.

Konopa asked, what would happen if the Local Improvement District never went through and SVC backed out of the project? Hare said the agreement with the state is what is in the project document. SVC has never backed out of similar projects. The City has an agreement with PepsiCo; they have lived up to their obligations so far. He believes our risks are reasonably covered.

Christman asked, is this similar to a line of credit? Delapoe said yes.

MOTION: Johnson moved to adopt the resolution authorizing the Mayor to sign the financing contract with the Oregon Economic and Community Development Department to provide financing for infrastructure improvements related to the SVC Development Agreement and the Oak Creek Revitalization Area. Reid seconded the motion and it passed 5-1, with Olsen voting no. The resolution was designated Resolution No. 5637.

Authorizing the Mayor to sign the intergovernmental agreement with the Albany Revitalization Agency pledging certain revenues for repayment of the Oregon Economic and Community Development Department special public works fund loan.

Delapoe explained that this resolution is a housekeeping resolution to allow for a paper trail of the monies.

Konopa asked, does it matter if the Mayor or the City Manager signs the agreement? Hare explained that the state requires the Mayor's signature.

MOTION: Johnson moved to adopt the resolution authorizing the Mayor to sign the Intergovernmental Agreement with the Albany Revitalization Agency pledging certain revenues to repayment of the Oregon Economic and Community Development Department Special Public Works Fund Loan. Reid seconded the motion and it passed 5-1, with Olsen voting no. The resolution was designated Resolution No. 5638.

Adoption of Consent Calendar

1. Approval of Minutes
 - a) June 9, 2008, City Council Work Session
 - b) June 25, 2008, City Council Meeting
2. Annual liquor license renewals.
3. Authorizing the Fire Department to apply for a 2008 Homeland Security Grant. RES. NO. 5639
4. Accepting a right-of-way dedication from KCH Enterprises. RES. NO. 5640
5. Accepting Federal Aviation Administration (FAA) grant funds and a commitment to provide the required local match. RES. NO. 5641

Konopa asked that 1a) be removed for discussion.

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

MOTION: Konopa moved to adopt item 1a) with correction from "1992 Transportation Plan" to "1997 Transportation Plan" on page two of the June 9 minutes. Johnson seconded the motion and it passed 6-0.

Award of Bid

AR-08-01, Security Fence Improvements, and AR-08-02, Drainage Improvements at the Albany Municipal Airport.

MOTION: Collins moved to award a contract in the amount of \$80,075.50 to the low bidder, Gelco Construction Company, for fence improvements, and to also award a contract in the amount of \$90,601.25 to the low bidder, Sloan's Enterprise of Amboy, LLC for drainage improvements at the Albany Municipal Airport. Reid seconded the motion and it passed 6-0.

Report

Receiving Code Enforcement Team Year-end Report for Fiscal Year 2007-2008.

Bedore said that 330 Marilyn Street is occupied by an elderly couple who are unable to accomplish the requirements for the cleanup of their property. He proposed to undertake a clean up on their behalf, asking for volunteers from the Council, Scout troops, and Oxford House members.

DIRECTION: Council directed staff to schedule a cleanup day, with volunteers and City staff, for 330 Marilyn Street.

Smith explained that item 7) on the report is being cleaned up.

Bedore complimented the Code Enforcement team.

Reid also thanked the team for work on 20th Avenue and Hill Street.

BUSINESS FROM THE COUNCIL

Johnson introduced her grandson, Chase.

Olsen asked that there be more visible advertising for Albany as he is proud of living here. Johnson said the AVA is working on that. There followed discussion about where advertising is taking place and how often.

DIRECTION: The Council directed staff to contact the AVA asking them to prepare a presentation regarding how the City is being advertised.

Collins passed on a constituent's compliment to the water crew.

Konopa had concerns about the cyclone fencing surrounding the storage buildings and City offices at Timber Linn Park. She suggested some sort of coverage on the fences to camouflage the equipment. The Council discussed options.

DIRECTION: The Council directed staff to consider vegetation cover for the cyclone fencing surrounding the City-used buildings at Timber Linn Park.

Bedore said there is a large motor home rally planned at the fairgrounds this weekend and he will be speaking.

Bedore mentioned that bike path signs are planned to go up east of the Dave Clark Bike Path where it currently moves into the neighborhoods and becomes unmarked. He too has received compliments regarding the City.

Hare reported that Arthur Wallace owns property that the City has been trying to mediate a settlement for because of drainage issues from a subdivision the City permitted on Clover Ridge Road. Wallace believes his property is receiving more water as a direct result of the subdivision's drainage plan. The developer eventually was willing to negotiate with the Wallaces to accept a payment of \$12,000 towards the reconstruction of their property to re-drain the runoff. Because of the current economic climate, the offer has been withdrawn as the developer is no longer able to give it. The Wallaces were very upset. It has been the City's contention that the damage was the result of the developer and not the City. However this dispute has gone on for three years. There has been money spent in staff time, if nothing else, trying to mediate the dispute. To forestall any potential litigation, Hare thinks it would be wise to make the payment of \$12,650 to the Wallaces from the City's liability reserve. He is asking the Council for permission to settle with Mr. Wallace.

Bedore mentioned that since this issue came up, the City has changed their practices on how they have oversight on developments like this. Payment to the Wallaces would be with the understanding that no further legal action would take place.

Johnson was concerned about setting a precedent. Hare said this was a pretty unique case. He said the Wallaces expressed concerns at a Planning Commission meeting and were assured that drainage was accounted for. But, there is standing water in their backyard.

Konopa said she showed pictures of the drainage damage a year ago. She explained that she has been in contact with the Wallaces and this process has been very slow and laborious for them, and they are elderly. It was very confusing at times for them and they did not realize that they had to respond to the developer's offer themselves. They thought that someone would do that on their behalf. So, basically they left the offer on the table too long before accepting.

Collins suggested the City file a grievance with the Construction Contractors Board and the Better Business Bureau.

MOTION: Konopa moved to resolve the drainage issue on Clover Ridge Road and settle with Mr. and Mrs. Wallace for \$12,650. Reid seconded the motion and it passed 6-0.

There followed discussion of accountability of the developer and how much responsibility he should have taken.

DIRECTION: The Council directed staff to contact the developer regarding the Clover Ridge Road drainage issue asking for reimbursement of the \$12,650 and if there is no resolution, to contact the Construction Contractors Board or the Better Business Bureau about the issue.

Smith asked if the Council meeting schedule for November and December (in agenda file) was acceptable to the Council. The Council was agreeable.

Community Development Director Greg Byrne gave a brief update on "SmartCentres" timelines.

NEXT MEETING DATE

The next Work Session of the City Council is scheduled for July 28, 2008, at 4:00 p.m., in the Municipal Court Room, at City Hall and the next Regular Session is scheduled for August 13, 2008, at 7:15 p.m., in the Council Chambers, at City Hall.

Albany City Council Regular Session
Wednesday, July 23, 2008

ADJOURNMENT

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

Respectfully submitted by,

Betty Langwell, CMC
City Clerk

Reviewed by,

Stewart Taylor
Finance Director

CITY OF ALBANY
CITY COUNCIL (WORK SESSION)
Council Chambers
Monday, July 28, 2008
4:00 p.m.

MINUTES

CALL TO ORDER

Mayor Dan Bedore called the meeting to order at 4:00 p.m.

ROLL CALL

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

Councilors absent: None.

BUSINESS FROM THE PUBLIC

There was no business from the public.

ELECTRONIC AGENDA PACKETS & LAPTOPS

Bedore is on the Central Willamette Credit Union Board. He described how they conduct all of their meetings on laptops using electronic agendas. It saves paper, streamlines information, and keeps information accessible to the public. Bedore supports the idea of using laptops for City Council meetings. The issue to be decided today is if, or how, the City would provide laptops to Councilors.

City Manager Wes Hare said electronic packets are already available. Councilors could get the agenda by downloading from the City website or staff can provide them with a flash drive. Hare said that Councils using laptops to conduct meetings is not a new concept, but rather a tool that can be used along with electronic packets. Staff has already experienced savings in paper and time since they have moved from paper to electronic packets.

Hare said Graphics & Web Specialist Matt Harrington is prepared to give a demonstration on how to download the agenda from the City's website, which has been available to the public since March, and how to use Acrobat Professional as a commenting tool.

Councilor Floyd Collins said he had received many comments about the possibility of the City providing the Councilors with their own laptops as a result of the article in the *Democrat-Herald*. The public sees it as an extravagance and they think that the monies should be used differently. Collins said he already owns a laptop so he doesn't need the City to provide him with one.

Bedore doesn't think this has to be an all-or-nothing decision. Councilors could use their own laptops or laptops from the City's inventory.

City Attorney Jim Delapoer agreed that it is unfortunate that the laptops had been categorized in the newspaper article as a "bonus" for the Councilors. Extra laptops could easily become part of the City's inventory and made available to check out for City business for use by all employees, including Councilors. Discussion followed.

Delapoer reminded the Council that public record requests often ask for disclosure of electronic data. Councilors would need to separate their own data from City data if they use their own laptops. However, if the Councilors use a laptop from the City's inventory they could utilize help from the City's Information Technology (IT) Department. Laptop use would be subject to the City's policies and procedures for all electronic equipment. Staff's suggestion is that the laptops be publicly owned, and available for use by this and future Councils.

Johnson supports staff's suggestion.

Olsen doesn't want to use a laptop to conduct meetings. He thinks laptops would be distracting during meetings. He prefers printed material.

Reid prefers to use his own laptop and to receive the agenda packet on a flash drive.

Harrington passed out a document titled Electronic Agenda Instructions (see agenda file). He demonstrated the commenting tools of Acrobat Professional.

Finance Director Stewart Taylor pointed out that HR-ER-13-003, Use of Office and Telecommunication Equipment, is attached to the agenda and applies to laptops that are checked out from the City's inventory. If the Councilors intend to use their own computers, and they mix personal and City applications, their computer is still subject to disclosure and retention schedules. Delapoer suggested that in that scenario, Councilors should set up separate folders for City and personal uses.

The Council agreed that laptops would not be purchased for Councilors; that Councilors who wish to check out laptops from the City inventory may do so and their use is subject to City policies and procedures; that agendas will be produced electronically; and that Councilors may receive the agenda in the format of their choice by contacting the City Manager's Office.

COUNCILOR COMMENTS

Reid will not be attending the first two meetings in December.

Johnson would like an update on the Municipal Court remodel project. Taylor said they have contracted for the design phase.

Bedore said a large tree fell in his neighborhood and took down a power line. The Fire Department took control of the scene until the utility company was able to respond. The Fire Department did a great job.

CITY MANAGER REPORT

Hare said the Fire Department plans to apply for a \$103,000 Homeland Security Grant from the state of Oregon for hazardous materials. There was some confusion about which local agency should apply, so that is why the information did not come to the Council prior to the application.

Hare said the Oregon Government Ethics Commission will be presenting training at the August 11, 2008, work session.

Hare and Delapoe will be talking to Burlington Northern Railroad about franchises and the waterfront on Tuesday. On Wednesday they will be involved in mediation with Union Pacific Railroad.

ADJOURNMENT

There being no other business, the Work Session adjourned at 5:11 p.m.

Respectfully submitted,

Mary A. Dibble, CMC
Deputy City Clerk

Reviewed by,

Stewart Taylor
Finance Director



TO: Albany City Council

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

FROM: Guy Mayes, Special Project Coordinator *SM*
Ted Frazier, Transit Programs Supervisor

DATE: August 12, 2008, for the August 27, 2008, City Council Meeting

SUBJECT: Acceptance of 2008-2009 Linn County STF Funding for the Albany Call-A-Ride, Albany Transit System, and Linn-Benton Loop Transit System

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

Action Requested:

Staff requests the City Council accept the 2008-2009 Linn County Special Transportation Formula (STF) funding for the Albany Call-A-Ride, Albany Transit System (ATS), and Linn-Benton Loop Transit System (Loop) by adopting the attached resolution and authorizing the Public Works Director to sign the Intergovernmental Agreements (IGA) on behalf of the City.

Discussion:

The Linn County Transportation Advisory Committee (TAC) recommended \$21,250 STF operating fund support for Call-A-Ride, \$4,320 STF operating fund support for ATS, and \$12,670 for the Linn-Benton Loop. These STF funds are net amounts that reflect a four percent deduction for STF administrative fees. The Linn County Board of Commissioners accepted the Linn County TAC recommendations. To provide the operating fund support, Linn County requires two executed copies of each of the IGAs.

Budget Impact:

Linn County STF funding was budgeted for 2008-2009 in Call-A-Ride (213-16-1108), ATS (213-16-1106), and the Linn-Benton Loop (213-16-1107).

TF:rr:kw

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE 2008-2009 LINN COUNTY SPECIAL TRANSPORTATION PROGRAM (STF) GRANT FUNDING AGREEMENT FOR ALBANY CALL-A-RIDE, ALBANY TRANSIT SYSTEM, AND LINN-BENTON LOOP TRANSIT SYSTEM

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

WHEREAS, the City of Albany is the service provider for the transit systems; and

WHEREAS, receipt of these funds are included in the City's fiscal year 2008-09 budget.

NOW, THEREFORE, BE IT RESOLVED that the City of Albany accepts the Linn County Special Transportation Program funding support agreements in the amounts of \$21,250 for Albany Call-A-Ride, \$4,320 for Albany Transit System, and \$12,670 for Linn-Benton Loop Transit System for operating expenses 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 2008-2009 grant funding agreement in the amount of \$39,840 is hereby appropriated as follows:

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

DATED AND EFFECTIVE THIS 27TH DAY OF AUGUST 2008.

ATTEST:

Mayor

City Clerk



TO: Albany City Council

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

FROM: Mark Yeager, Utility Services Manager *MWS*
Peter Harr, Civil Engineer III *FOR*

DATE: August 20, 2008, for August 27, 2008, City Council Meeting

SUBJECT: Project W-03-02, Grant Award Acceptance for Hydropower Project

RELATES TO STRATEGIC PLAN THEME: • An Effective Government

Action Requested:

Staff requests that Council approve the attached resolution to accept a \$25,000 grant award from the Pacific Power Blue Sky Grant Award Program on behalf of the City's Hydropower Project.

Discussion:

On March 26, 2008, Council provided permission for staff to apply for a Pacific Power grant, as part of Pacific Power's Blue Sky program targeting community-based, renewable energy projects. Subsequently on August 13, 2008, the City received letter notification that we had received a \$25,000 grant award.

As part of this award, Pacific Power initially requested they be able to share in any energy credits produced by the project. Staff informed Pacific Power that this grant stipulation could not be met, since these credits had already been committed to the Oregon Energy Trust, as part of a substantial grant the City is receiving for the hydropower power project. Pacific Power subsequently reconsidered, and then rescinded, this requirement, thereby providing the full \$25,000 grant award without this stipulation. The grant only requires easily met reporting and other minor administrative requirements.

Budget Impact:

Reduction of City capital costs associated with the project.

PEH:prj
Attachment

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF ALBANY TO ACCEPT A GRANT AWARD FROM PACIFIC POWER, PROVIDED AS PART OF THE BLUE SKY GRANT PROGRAM.

WHEREAS, Pacific Power is offering funding to renewable energy projects through their Blue Sky Award Program; and

WHEREAS, Pacific Power made a \$25,000 grant award to the City on August 13, 2008, for the City's hydropower project currently underway; and

WHEREAS, a receipt of these funds will further enhance the economic benefit derived from the Vine Street Hydropower Project; and

WHEREAS, a local match is not required.

NOW, THEREFORE, BE IT RESOLVED that the City of Albany approves and accepts the \$25,000 grant award provided by Pacific Power as part of the Blue Sky Grant Program for Albany's Hydropower Project.

DATED AND EFFECTIVE THIS 27TH DAY OF AUGUST 2008.

Mayor

ATTEST:

City Clerk



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Kate Porsche, Urban Renewal Manager
Anne Catlin, Community Development Planner
DATE: August 20, 2008, for the August 27, 2008, City Council Meeting
SUBJECT: Oregon Main Street Program Application

Kate Porsche
alc

RELATES TO STRATEGIC PLAN THEME: ● A Healthy Economy

Action Requested:

Adoption of the attached resolution supporting Albany's application to participate in the Oregon Main Street Program.

Discussion:

Albany is applying to participate in the new Oregon Main Street Program. Albany participated in the first Main Street Program from 1982-1998, until the program lost funding in the State Legislature. To be successful in the new program, Albany needs broad-based community support and involvement from the community from both public and private sectors. A wide variety of community members attended a public meeting on the subject on August 6, 2008 and showed that support. The Albany Downtown Association's (ADA) board of directors approved the program application on August 13, 2008, and it has since been endorsed by the Albany Visitors Association, Albany Area Chamber of Commerce, Albany-Millersburg Economic Development Corporation, and numerous business and Albany property owners, public officials, and residents.

The Oregon Main Street Program application requires a resolution showing the Albany City Council's support.

Albany's Main Street Program will be focused on 20 blocks bounded by the Willamette River, Baker Street, Third Avenue and Washington Street. The program will be administered through the ADA. The program is ongoing and requires indefinite commitment to commercial district revitalization, preservation of historic commercial buildings, and financial support from the City and the community at large.

The Main Street Program provides assistance to communities to help revitalize their downtowns, preserve their unique identities, and create opportunities for economic development. This national program is based on a four-point approach: organization, promotion, design, and economic restructuring. Over 1,600 communities in 40 states have participated in Main Street programs. Becoming a Main Street city includes but is not limited to national recognition, training, technical assistance, access to grants, and resource team visits.

Budget Impact:

None.

Attachment: Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING PARTICIPATION IN THE OREGON MAIN STREET PROGRAM.

WHEREAS, the Oregon Main Street Program has been established to assist cities and towns in developing a public/private effort to revitalize urban neighborhoods and traditional central business district areas; and

WHEREAS, the Oregon Main Street Program will accept new cities or towns to participate in its ongoing program and receive intensive technical assistance from the Oregon Main Street Program; and

WHEREAS, Albany participated in the Oregon's first Main Street Program; and

WHEREAS, Albany has a non-profit downtown organization, the Albany Downtown Association (ADA), with a paid full-time executive director; and

WHEREAS, the City of Albany recently renewed an Economic Improvement District for downtown for five years that supports the ADA; and

WHEREAS, Albany endorses the goal of economic development of the designated Main Street district within the context of the preservation and rehabilitation of its historic commercial buildings, recognizing that the Main Street Program is one of many economic and community development tools available and that it is location specific; and

WHEREAS, Albany recognizes that a commitment to commercial district revitalization is an ongoing process requiring long-term attention, community support and involvement, and a full public/private partnership that is expected to last indefinitely; and

WHEREAS, there is support from the Albany Downtown Association, Chamber of Commerce, Albany Millersburg Economic Development Corporation, Albany Visitors Association, and numerous business leaders in the community to participate in the Oregon Main Street Program.

NOW, THEREFORE, BE IT RESOLVED that the City of Albany endorses the submission of this application, and agrees to participate in the development and support of the local Main Street Program for the duration of its existence.

DATED AND EFFECTIVE THIS 27TH DAY OF AUGUST 2008.

ATTEST:

Mayor

City Clerk



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Ed Hodney, Director of Parks and Recreation *EH*
DATE: August 19, 2008, for the August 27, 2008 City Council Meeting

SUBJECT: Adoption of Resolution for OCWCOG Aquatic Fitness Grant and Appropriations

RELATES TO STRATEGIC PLAN THEME: ● Effective Government

RELATES TO:

Action Requested:

Adopt a Resolution accepting a Local Government Grant from the Oregon Cascades West Council of Governments (OCWCOG), Senior and Disability Services, to provide aquatic fitness classes for older adults, appropriating funds and authorizing the Parks and Recreation Director to sign the grant agreement and related documents.

Discussion:

This grant opportunity came to the attention of the Parks and Recreation Department at the end of May, 2008. The grant application deadline was prior to the next available City Council meeting. In order to take full advantage of this funding opportunity, the Parks and Recreation Department submitted a grant application for aquatic fitness classes for older adults. The grant was awarded August 1, 2008.

The OCWCOG has now authorized the City to move forward with the project, subject to the execution of the grant agreement. The proposed Resolution would authorize the Parks and Recreation Director to sign the grant agreement and related documents.

The City Council is also asked to make appropriations to the revenue and expenditure accounts related to this project, as detailed in the Resolution.

Budget Impact:

Both resources and expenditures will be increased in the FY 2008-09 budget for Fund 203 (Grants Fund) by \$2,316.

Attachments: Resolution
Grant award letter and application

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A LOCAL GOVERNMENT GRANT FROM THE OREGON CASCADES WEST COUNCIL OF GOVERNMENTS (OCWCOG), SENIOR AND DISABILITY SERVICES, TO PROVIDE AQUATIC FITNESS CLASSES FOR OLDER ADULTS, APPROPRIATING FUNDS AND AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO SIGN THE GRANT AGREEMENT AND RELATED DOCUMENTS.

WHEREAS, the Parks and Recreation Department submitted a grant application in the amount of \$2,316 for aquatic fitness classes for older adults; and

WHEREAS, the City has been awarded this grant in the requested amount; and

WHEREAS, the acceptance of this grant award will pay for equipment to provide these classes; 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 Local Government Grant in the amount of \$2,316; and the following appropriations be made for the Fiscal Year 2008-2009.

		<u>Resources</u>	<u>Requirements</u>
203-35-5063-42032	Grant- Council of Governments	\$2,316	
203-35-5063-61028	Senior Aquatic Fitness		\$2,316

DATED AND EFFECTIVE THIS 27TH DAY OF AUGUST, 2008.

Mayor

ATTEST:

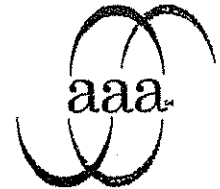
City Clerk



Senior and Disability Services

1400 Queen Ave SE • Suite 206 • Albany, OR 97322
(541) 967-8630 TTY/Voice • 1-800-638-0510 TTY/Voice

203 N Main St • Toledo, OR 97391
(541) 336-2289 • (541) 336-8103 TTY/Voice • (800) 282-6194



Area Agency on Aging

*Copy to Barb
8/15*

MEMORANDUM

DATE: August 4, 2008

TO: Rob Romancier, Albany Community Pool

FROM: Scott Bond, Director, Senior and Disability Services

RE: New Contract for OAA Funding

Enclosed please find two copies of your new contract with OCWCOG Senior and Disability Services. We ask that you review and then sign both copies of the contract (unless you have questions about the terms). Return one copy of the contract and at that time, we will consider the contract fully in force.

These contracts are written as a grant, which means that you will be able to invoice our agency for the full grant amount or you may arrange to invoice us through installments. Our intention is to allow equipment purchases to occur without creating cash flow issues. For other service related expenditures, you can invoice us once and expend the funds according to your contract Statement of Work.

There will be two visits from our agency to evaluate your progress related to the contract, one visit at six months, and one at 12 months. We suggest that you develop a reporting form that will show the progress that you have made in accomplishing your goals with the funds. This will make it easier to see what you have accomplished. The second visit will be with committee members of the advisory council's Monitor and Review Committee. This second visit will be an opportunity for you to showcase what you have accomplished with the funding and assist us in educating our citizen members about your organization and the services you offer.

If you have questions concerning this contract, please call me at 541-812-6008.

**GRANT AGREEMENT
BETWEEN
OREGON CASCADES WEST COUNCIL OF GOVERNMENTS
SENIOR AND DISABILITY SERVICES
AND
ALBANY COMMUNITY POOL**

This Agreement is made and entered into upon execution by and between Oregon Cascades West Council of Governments, hereinafter referred to as OCWCOG, an Intergovernmental entity created under the authority of ORS 190.010, and Albany Community Pool.

Recitals

- A. ORS 190.010 permits units of local government agencies to enter into agreements for the performance of required duties or the exercise of permitted powers.
- B. Albany Community Pool has staff with the proper credentials, licensing and experience to provide such service.

THEREFORE, the parties to this Grant Agreement agree to the following terms and conditions:

Agreement

SECTION 1. SCOPE OF SERVICES

- A. Increase the functional fitness of older participants – functional fitness helps to reduce the risk of many major diseases and illnesses. It enables seniors to carry out activities of daily living effectively, preserve independence, and allow individuals to pursue hobbies and sports.
- B. Reduce the risks of falls, a leading cause of injury, death, and hospital admissions, according to the Centers for Disease Control. Reducing the risk of a fall could have a dramatic effect on an aging adult's quality of life and lifespan; several research studies have shown that the more active a senior is, the better the person's overall health.
- C. Offer an easy-going, fun activity that invites participation and social interaction among older participants. Aquatic exercise allows you to meet and be with other people...because it allows opportunities for conversation; it reduces isolation and loneliness—a major health risk factor for older adults.
- D. Purchase 20 aqua belts, 20 sets of light hand weights, 20 sets of aqua glove and 13 pairs of hydro fit buoyancy/resistance cuffs.
- E. Use purchase of additional equipment to increase participation in classes by 20%.
- F. Fulfill services as outlined in the RFP proposal as submitted by Albany Community Pool, set forth in Attachment B.

SECTION 2. OCWCOG RESPONSIBILITY

- A. OCWCOG will provide a one-time grant of \$2316 to Albany Community Pool for aquatic fitness classes. Funding is provided through the Older Americans' Act.

SECTION 3. ALBANY COMMUNITY POOL RESPONSIBILITY

- A. Offer a variety of classes and recreational experiences for the community.
- B. Primary focus will be increasing the availability and variety of classes for the senior population. Currently, 150 senior participate in Albany Community Pool programs weekly.
- C. The needs assessment activities will be coordinated through BCHD's Health Promotion Unit, Chronic Disease and Tobacco Prevention Programs.
- D. BCHD and the Public Health Advisory Committee will work closely to oversee and monitor the project.
- E. Grant will be used in conjunction with the on going Tobacco-Related and Other Chronic Diseases (TROCD) project funded by the Oregon Division of Health.
- F. Through the TROCD project, Benton County will develop an evidence-based programmatic and policy intervention in response to the chronic disease crisis in Oregon.
- G. BCHS will use this funding opportunity as a means of leveraging limited resources to focus needed attention on the health status and services of older adults living in rural areas of the county.
- H. Contractor agrees to maintain books, records, and documents, accounting procedures and practices which properly reflect all costs expended in the performance of this contract. The Contractor agrees to maintain financial records related to the contract separate from other accounts. These records shall be made available at all reasonable times to OCWCOG, federal state, and other persons duly authorized by OCWCOG.
- I. The Contractor agrees to retain all books, records and other documents relevant to this agreement for three years after the end of the fiscal year during which they were created and any longer period which may be required to resolve any pending audit findings in accordance with 45CFR74, subpart D and applicable state law.

SECTION 4. PROVISIONS

- A. Contract Period: This Agreement shall be effective upon signing by both parties and shall terminate on July 31, 2009.
- B. Assignability: This Agreement is for the exclusive benefits of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior written consent of all the remaining parties.

- C. Waiver: Waiver of any breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of this same or any other provision of this Agreement.
- D. Termination: Either party may terminate this Agreement. Suspension in whole or in part of this Agreement by either party will require fifteen (15) days written notice to the other party or at such later date as may be established by OCWCOG under any of the following conditions:
- i. If OCWCOG funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.
 - ii. If federal and state regulations or guidelines are modified or changed in any way so that the services are no longer allowable or appropriate for purchase under this agreement.
 - iii. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- E. Discrimination: The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.
- F. Compliance: The Contractor agrees to promptly observe and comply with all applicable current laws, order, regulations, rules, ordinances, licensing, standards, policies, procedures and requirements of federal, state, county, local governments and/or OCWCOG. The Contractor agrees to comply with applicable standards and policies which relate to energy efficiency and which are contained in approved State of Oregon energy conservation plan, which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).
- G. Indemnification and Insurance: To the fullest extent permitted by Oregon Law, Contractor agrees to and shall indemnify and hold harmless the OCWCOG, its officers, agents and employees from and against claims, demands, losses, damages, causes of action, suits, and liabilities (including reasonable attorney's fees, court costs and expenses related thereto) for bodily injury, sickness, disease or death, or for injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused by the negligent acts or omissions of the Contractor or any subcontractors under this contract.

The Contractor shall carry Commercial General Liability Insurance. The contractor shall include the OCWCOG, its officers, agents, and employees as "Additional Insured" on their policy.

The Contractor shall carry, at a minimum, Business Automobile Liability Insurance as is applicable to the organization.

In addition, the Contractor shall carry Professional Liability Insurance as is applicable to the organization.

- H. Public Contracts: Both parties agree to comply with all federal, state, county and local laws, ordinances, and regulations applicable to this Agreement. They specifically agree that the provisions of ORS 279.310 through 279.320 and 279.334 shall govern performance of this Agreement.
- I. The Contractor and OCWCOG are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires CONTRACTOR to provide workers compensation coverage for all of its subject workers.
- J. Any Amendment to this Agreement shall be in writing and signed by authorized representatives of both parties.
- K. Written Notice:

Albany Community Pool Attn: Rob Romancier PO Box 490 Albany, OR 97321	Cascades West Council of Governments Attn: Jeanette Denos, Finance Director 1400 Queen Ave SE, Ste 201 Albany, OR 97322
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- L. Severability: If any provision of the agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 5. REPORTING

This grant requires reports to be submitted at six-months and twelve-month intervals. Report shall detail work that has been accomplished toward meeting goals and objectives as set forth in the original RFP as submitted to Senior and Disability Services, and shall also include details of collaborative efforts during the timeframe of the grant. The six-month report is due no later than January 30, 2009, and the twelve-month report is due July 31, 2009.

SECTION 6. BUDGET

See Attachment A.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

Cynthia Solie
 Cynthia Solie, Executive Director
 Oregon Cascades West
 1400 Queen Ave SE, Ste 201
 Albany, OR 97322

~~Rob Romancier, Albany Community Pool~~
 Ed Hodnsy, Director
 Albany Parks & Recreation

Date: 8-4-08

Date: _____

ATTACHMENT A

BUDGET

SENIOR AQUATIC FITNESS PROGRAM BUDGET	
INCOME	NEXT FISCAL YEAR
Class Registration Fees	\$38,100
Grants (OAA)	\$2,316
Other	
Total Program Income	\$40,416
EXPENSES	
Staff positions & related costs (1 instructor + 1 lead guard)	\$18,400
Facility operations	\$18,720
Advertising/Marketing/PR	\$980
Total Expenses	\$38,100
Equipment	
20 Aqua Joggers	\$1,080
20 sets of 2-3lb weights	\$130
20 sets of aqua gloves	\$300
13 pairs of hydrofit buoyancy/resistance cuffs	\$806
Total Equipment	\$2,316
GRAND TOTAL EXPENSE + EQUIPMENT	\$40,416

ATTACHMENT B

**Older Americans Act Fund Award Request
2008 Grant Application**

Name of Project: Aquatic Fitness Classes for Older Adults

Name of Organization: Albany Community Pool

Tax ID#: 93-6002114

Contact Name: Rob Romancier

Phone: 541-967-4521 Fax: 541-917-7776

Address: P.O. Box 490, Albany, OR 97321

Project Timeline: August 2008-August 2009

Location of the Event: Albany Community Pool

Total Grant Award Request: \$2316

1. Please describe your project and how it will address one of the stated services in Section 1. Limit responses to 300 word maximum. 30 points maximum value.

The Albany Community Pool, in Linn County, offers a variety of classes and recreational experiences for the community. A primary focus of the Albany Community Pool has been on increasing the availability and variety of classes for the senior population. The Senior Exercise Class, Shallow Water Aerobics, Deep Water Aqua Jogging, and Therapy Lap Swim are among the most popular classes for seniors. Currently, 150 seniors participate in these programs weekly. In order to meet the growing demand from older adults, this grant would purchase 20 aqua belts, 20 sets of light hand weights, 20 sets of aqua gloves, and 13 pairs of hydro fit buoyancy/resistance cuffs. We anticipate that this purchase would increase participation by 20%.

Aquatic fitness programs offer many different forms of training. From improving cardiovascular endurance to rehabilitating chronic pain, aquatic exercise can help participants reach their goals. Water fitness programs offer particular benefits to older adults and contribute to a "healthy aging population". They improve overall well-being and cardiovascular fitness; strengthen muscles; improve flexibility, mobility and agility; improve physical coordination and balance; relieving pain; and are low impact. Joints are protected against damage, because the buoyancy of the water counteracts the weight. Exercise physiologist Robert A. Robergs notes that swimming is a good fitness choice for those who have physical limitations or who find other forms of exercise painful". In addition to physical benefits of water exercise, "there are psychological and social benefits as well. People feel better about themselves, are more engaged in community activities, and they tend to not lose their independence because they're physically fit", says Wojtek Chodzko-Zajko, PhD, Department of Kinesiology at the University of Illinois at Urbana-Champaign.

2. Please state at least 3 goals that you propose to achieve through your project that will benefit older adults living in the community. Limit response to 150 words. 25 points maximum value.
- Increase the functional fitness of older participants - Functional fitness helps to reduce the risk of many major diseases and illnesses. It enables seniors to carry out activities of daily living effectively, preserve independence, and allow individuals to pursue hobbies and sports.
 - Reduce the risks of falls, a leading cause of injury, death and hospital admissions according to the Centers for Disease Control. Reducing the risk of a fall could have a dramatic effect on an aging adult's quality of life and lifespan; several research studies have shown that the more active a senior is, the better the person's overall health.
 - Offer an easy-going, fun activity that invites participation and social interaction among older participants. Aquatic exercise allows you to meet and be with other people...because it allows opportunities for conversation, it reduces isolation and loneliness, a major health risk factor for older adults.
3. Please describe how you plan to coordinate your project with existing services, programs or community partner programs. Include any plans to develop coordinated marketing or training related to your project. Limit response to 300 words maximum. 25 points maximum value.

The Albany Community Pool currently offers Senior Exercise Classes two times each day, four days each week. The Shallow Water Aerobics and Deep Water Aqua Jogging classes are each offered two times each week. The Older Americans Act award would provide the opportunity for more older adults to participate in these classes. Currently, the Albany Community Pool has a limited amount of equipment, much of the available equipment is peeling, rusting, and is in need of replacement.

The Albany Community Pool with the help of the City of Albany Parks & Recreation Department, will market and promote the senior aquatic fitness program several ways, including listing class descriptions and program information on the Albany Parks & Recreation website; promotion of classes in the Albany Parks & Recreation Brochure mailed to 27,000 households quarterly; specialized posters and fliers given to users of other aquatic programs and recreational swim opportunities; work with community partners like senior living facilities, the Albany Senior Center, local insurance agents, and Samaritan Health Services Geriatric Programs to provide class schedules and information to users of those programs.

4. Please include a budget that shows how the requested funds will be utilized as well as any matching or in-kind funds that will be used to support your request. Limit response to one budget page maximum. 20 points maximum value.

See Budget – Attachment # B

Total ACP Budget \$ 687,900

Senior Aquatic Fitness Programs Budget

INCOME	Next Fiscal Year
Class Registration Fees	\$ 38,100
Grants (OAA)	\$ 2,316
Other	

Total Program Income \$ 40,416

EXPENSES

Staff positions & related costs (1 instructor + 1 lead guard)	\$ 18,400
Facility operations	\$ 18,720
Advertising/Marketing/PR	\$ 980

Total Expenses \$ 38,100

Equipment:

20 Aqua Joggers	\$ 1,080
20 sets of 2-3 lb weights	\$ 130
20 sets of aqua gloves	\$ 300
13 pairs of hydrofit buoyancy/resistance cuffs	\$ 806

Total Equipment \$ 2,316

**Grand Total Expense +
Equipment \$ 40,416**

Budget Narrative:

Staff expenses are figured for a total of 48 weeks during the year and 12 hours per week at a rate of \$32 an hour which includes both an instructor and a lead life guard.

Facility Operations are figured at 1/4 of the facility rental rate (\$32.50) for 12 hours per week and 48 weeks per year.



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Ed Hodney, Director of Parks and Recreation *E.H.*
DATE: August 19, 2008, for the August 27, 2008 City Council Meeting
SUBJECT: Adoption of Resolution for OCWCOG Personal Fitness Grant and Appropriations
RELATES TO STRATEGIC PLAN THEME: • Effective Government
RELATES TO:

Action Requested:

Adopt a Resolution accepting a Local Government Grant from the Oregon Cascades West Council of Governments (OCWCOG), Senior and Disability Services, to provide personal fitness prescriptions for older adults, appropriating funds and authorizing the Parks and Recreation Director to sign the grant agreement and related documents.

Discussion:

This grant opportunity came to the attention of the Parks and Recreation Department at the end of May, 2008. The grant application deadline was prior to the next available City Council meeting. In order to take full advantage of this funding opportunity, the Parks and Recreation Department submitted a grant application to provide personal fitness prescriptions for older adults. The grant was awarded August 1, 2008.

The OCWCOG has now authorized the City to move forward with the project, subject to the execution of the grant agreement. The proposed Resolution would authorize the Parks and Recreation Director to sign the grant agreement and related documents.

The City Council is also asked to make appropriations to the revenue and expenditure accounts related to this project, as detailed in the Resolution.

Budget Impact:

Both resources and expenditures will be increased in the FY 2008-09 budget for Fund 203 (Grants Fund) by \$2,400.

Attachments: Resolution
Grant award letter and application

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A LOCAL GOVERNMENT GRANT FROM THE OREGON CASCADES WEST COUNCIL OF GOVERNMENTS (OCWCOG), SENIOR AND DISABILITY SERVICES, TO PROVIDE PERSONAL FITNESS PRESCRIPTIONS FOR OLDER ADULTS, APPROPRIATING FUNDS AND AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO SIGN THE GRANT AGREEMENT AND RELATED DOCUMENTS.

WHEREAS, the Parks and Recreation Department submitted a grant application in the amount of \$2,400 for personal fitness prescriptions for older adults; and

WHEREAS, the City has been awarded this grant in the requested amount; and

WHEREAS, the acceptance of this grant award will pay for equipment, equipment storage and an independent contractor to provide this service; 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 Local Government Grant in the amount of \$2,400; and the following appropriations be made for the Fiscal Year 2008-2009.

		<u>Resources</u>	<u>Requirements</u>
203-35-5064-42032	Grant- Council of Governments	\$2,400	
203-35-5064-61028	Equipment		\$500
203-35-5064-61044	Facility Enhancement		\$850
203-35-5064-60101	Independent Contractor		\$1,050

DATED AND EFFECTIVE THIS 27TH DAY OF AUGUST, 2008.

Mayor

ATTEST:

City Clerk



Senior and Disability Services

1400 Queen Ave SE • Suite 206 • Albany, OR 97322
(541) 967-8630 TTY/Voice • 1-800-638-0510 TTY/Voice

203 N Main St • Toledo, OR 97391
(541) 336-2289 • (541) 336-8103 TTY/Voice • (800) 282-6194



Area Agency on Aging

MEMORANDUM

COPY

DATE: August 4, 2008

TO: Rick Barnett, Albany Senior Center

FROM: Scott Bond, Director, Senior and Disability Services

RE: New Contract for OAA Funding

[Handwritten signature]

Enclosed please find two copies of your new contract with OCWCOG Senior and Disability Services. We ask that you review and then sign both copies of the contract (unless you have questions about the terms). Return one copy of the contract and at that time, we will consider the contract fully in force.

These contracts are written as a grant, which means that you will be able to invoice our agency for the full grant amount or you may arrange to invoice us through installments. Our intention is to allow equipment purchases to occur without creating cash flow issues. For other service related expenditures, you can invoice us once and expend the funds according to your contract Statement of Work.

There will be two visits from our agency to evaluate your progress related to the contract, one visit at six months, and one at 12 months. We suggest that you develop a reporting form that will show the progress that you have made in accomplishing your goals with the funds. This will make it easier to see what you have accomplished. The second visit will be with committee members of the advisory council's Monitor and Review Committee. This second visit will be an opportunity for you to showcase what you have accomplished with the funding and assist us in educating our citizen members about your organization and the services you offer.

If you have questions concerning this contract, please call me at 541-812-6008.

**GRANT AGREEMENT
BETWEEN
OREGON CASCADES WEST COUNCIL OF GOVERNMENTS
SENIOR AND DISABILITY SERVICES
AND
ALBANY AREA SENIORS, INC. & ALBANY SENIOR CENTER**

This Agreement is made and entered into upon execution by and between Oregon Cascades West Council of Governments, hereinafter referred to as OCWCOG, an Intergovernmental entity created under the authority of ORS 190.010, and Albany Area Senior, Inc. & Albany Senior Center.

Recitals

- A. ORS 190.010 permits units of local government agencies to enter into agreements for the performance of required duties or the exercise of permitted powers.
- B. Albany Areas Seniors, Inc. & Albany Senior Center has staff with the proper credentials, licensing and experience to provide such service.

THEREFORE, the parties to this Grant Agreement agree to the following terms and conditions:

Agreement

SECTION 1. SCOPE OF SERVICES

- A. Increase the functional fitness of older adults by offering fitness prescriptions that consist of four components: aerobic exercise, strength training, balance, and flexibility.
- B. Update the minor equipment at the Albany Senior Center to improve the quality of the eight fitness classes currently offered at that facility, affecting approximately 150 people, and to facilitate the addition of more classes in order to serve additional people.
- C. To provide safe, fun and appealing activities for older adults in the Albany community that will get them moving, keep them in their homes, and reduce their risk of disease.
- D. Fulfill services as outlined in the RFP proposal as submitted by Albany Area Seniors, Inc., and Albany Senior Center, set forth in Attachment B.

SECTION 2. OCWCOG RESPONSIBILITY

- A. OCWCOG will provide a one-time grant of ^{\$2400}~~\$2500~~ to Albany Area Senior, Inc. and Albany Senior Center for their Personal Fitness Prescriptions for Older Adults program.

SECTION 3. ALBANY AREA SENIORS, INC. AND ALBANY SENIOR CENTER RESPONSIBILITY

- A. Provide older adults with an assessment of their current level of functional fitness while also providing them with exercises that will help manage their daily physical activity and prevent the onset of disease.
- B. Provide information on aging.
- C. Offer support for family caregivers.
- D. Further public health education and disease prevention efforts.
- E. Contractor agrees to maintain books, records, and documents, accounting procedures and practices which properly reflect all costs expended in the performance of this contract. The Contractor agrees to maintain financial records related to the contract separate from other accounts. These records shall be made available at all reasonable times to OCWCOG, federal state, and other persons duly authorized by OCWCOG.
- F. The Contractor agrees to retain all books, records and other documents relevant to this agreement for three years after the end of the fiscal year during which they were created and any longer period which may be required to resolve any pending audit findings in accordance with 45CFR74, subpart D and applicable state law.

SECTION 4. PROVISIONS

- A. Contract Period: This Agreement shall be effective upon signing by both parties and shall terminate on July 31, 2009.
- B. Assignability: This Agreement is for the exclusive benefits of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior written consent of all the remaining parties.
- C. Waiver: Waiver of any breach of any provision of this Agreement by either party shall not operate as a waiver of any subsequent breach of this same or any other provision of this Agreement.
- D. Termination: Either party may terminate this Agreement. Suspension in whole or in part of this Agreement by either party will require fifteen (15) days written notice to the other party or at such later date as may be established by OCWCOG under any of the following conditions:
 - i. If OCWCOG funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated services. When possible, and when agreed upon, the agreement may be modified to accommodate a reduction in funds.
 - ii. If federal and state regulations or guidelines are modified or changed in any way so that the services are no longer allowable or appropriate for purchase under this agreement.

- iii. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- E. Discrimination: The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.
- F. Compliance: The Contractor agrees to promptly observe and comply with all applicable current laws, order, regulations, rules, ordinances, licensing, standards, policies, procedures and requirements of federal, state, county, local governments and/or OCWCOG. The Contractor agrees to comply with applicable standards and policies which relate to energy efficiency and which are contained in approved State of Oregon energy conservation plan, which was issued in compliance with the Energy Policy and Conservation Act (PL 94-165).
- G. Indemnification and Insurance: To the fullest extent permitted by Oregon Law, Contractor agrees to and shall indemnify and hold harmless the OCWCOG, its officers, agents and employees from and against claims, demands, losses, damages, causes of action, suits, and liabilities (including reasonable attorney's fees, court costs and expenses related thereto) for bodily injury, sickness, disease or death, or for injury to or destruction of tangible property including loss of use resulting there from, but only to the extent caused by the negligent acts or omissions of the Contractor or any subcontractors under this contract.

The Contractor shall carry Commercial General Liability Insurance. The contractor shall include the OCWCOG, its officers, agents, and employees as "Additional Insured" on their policy.

The Contractor shall carry, at a minimum, Business Automobile Liability Insurance as is applicable to the organization.

In addition, the Contractor shall carry Professional Liability Insurance as is applicable to the organization.

- H. Public Contracts: Both parties agree to comply with all federal, state, county and local laws, ordinances, and regulations applicable to this Agreement. They specifically agree that the provisions of ORS 279.310 through 279.320 and 279.334 shall govern performance of this Agreement.
- I. The Contractor and OCWCOG are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires CONTRACTOR to provide workers compensation coverage for all of its subject workers.
- J. Any Amendment to this Agreement shall be in writing and signed by authorized representatives of both parties.

K. Written Notice:

Albany Area Seniors, Inc &
Albany Senior Center
Attn: Rick Barnett
PO Box 490
Albany, OR 97321

Cascades West Council of Governments
Attn: Jeanette Denos, Finance Director
1400 Queen Ave SE, Ste 201
Albany, OR 97322

- L. Severability: If any provision of the agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

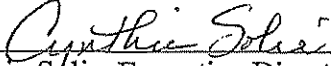
SECTION 5. REPORTING

This grant requires reports to be submitted at six-months and twelve-month intervals. Report shall detail work that has been accomplished toward meeting goals and objectives as set forth in the original RFP as submitted to Senior and Disability Services, and shall also include details of collaborative efforts during the timeframe of the grant. The six-month report is due no later than January 30, 2009, and the twelve-month report is due July 31, 2009.

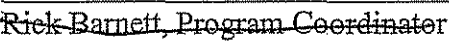
SECTION 6. BUDGET

See Attachment A.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.



Cynthia Solie, Executive Director
Oregon Cascades West
1400 Queen Ave SE, Ste 201
Albany, OR 97322



~~Rick Barnett, Program Coordinator~~
Ed Hodney, Director

Date: 8-4-08

Date: _____

ATTACHMENT A

BUDGET

SENIOR AQUATIC FITNESS PROGRAM BUDGET	
INCOME	NEXT FISCAL YEAR
Grants (OAA)	\$2,400
Other (In-kind donations)	\$3,173
Total Program Income	\$5,573
EXPENSES	
Parks & recreation staff (calculated @ \$20.00 per hour)	\$960
Independent Contractor	\$1,050
Facility rental	\$480
Facility enhancement for equipment storage	\$850
Advertising/Marketing/PR	\$700
4 Volunteers (calculated @ \$16.14 per hour)	\$1,033
Total Expenses	\$5,073
Equipment	
10 quality exercise mats	\$400
Hand weights, exercise band	\$100
Total Equipment	\$500
GRAND TOTAL EXPENSE + EQUIPMENT	\$5,573

EXHIBIT A

BUSINESS ASSOCIATE RELATIONSHIP

OCWCOG will make available and/or transfer to CONTRACTOR certain information, in conjunction with goods or services that are being provided by CONTRACTOR to OCWCOG that is confidential and must be afforded special treatment and protection.

CONTRACTOR will have access to and/or receive from OCWCOG certain information that can be used or disclosed only in accordance with this agreement and the HHS Privacy Regulations.

To the extent required by 42 U.S.C. 1171 *et seq.* enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, CONTRACTOR assures OCWCOG that CONTRACTOR will appropriately safeguard protected health information made available to or obtained by CONTRACTOR.

CONTRACTOR further agrees to comply with applicable laws relating to protected health information and with respect to any task or other activity CONTRACTOR performs on behalf of OCWCOG, to the extent OCWCOG would be required to comply with such requirements.

For purposes of this agreement, the following terms shall apply:

- A. The County shall be considered a BUSINESS ASSOCIATE;
- B. OCWCOG shall be considered a COVERED ENTITY;
- C. HHS Privacy Regulations shall mean the Code of Federal Regulations (C.F.R.) at Title 45, Sections 160 and 164;
- D. Individual shall mean the person who is the subject of the information, and has the same meaning as the term 'individual' is defined by 45 C.F.R. 164.501; and
- E. Secretary shall mean the Secretary of the Department of Health and Human Services (HHS) and any other officer or employee of HHS to whom the authority involved has been delegated;
- F. Information shall mean any health information provided and/or made available by OCWCOG to the County, and has the same meaning as the term 'health information' as defined by 45 C.F.R. 160.102.

CONTRACTOR agrees it shall:

1. Not use or further disclose such information other than as permitted or required by this agreement. The County shall not, except as necessary for the proper management, administration and performance of its duties under this agreement, use, reproduce, disclose, or provide to third parties, any confidential document or information relating to OCWCOG or clients of OCWCOG without the prior written consent or authorization of OCWCOG or of the client. If the County uses such information for the purposes set forth above, it will only do so if the disclosure is required by law or the County obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the

purpose for which the County disclosed it to the person. The County shall ensure that its personnel, employees, affiliates and agents maintain the confidentiality of patient health information and business information of OCWCOG.

2. Not use or further disclose the information in a manner that would violate the requirements of applicable law, if done by OCWCOG;
3. Use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this agreement;
4. Report to OCWCOG any use or disclosure of such information not provided for by this agreement of which the County becomes aware;
5. Ensure that any subcontractors or agents to whom the County provides protected health information received from OCWCOG agree to the same restrictions and conditions that apply to the County with respect to such information;
6. Make available protected health information in accordance with applicable law, i.e., the Code of Federal Regulations (C.F.R.) at Title 45, Sections 160 and 164;
7. Maintain standard records, pursuant to this agreement, and to provide such records and other necessary information to OCWCOG as may be requested in writing and as permitted by law. The County agrees that all records kept in connection with this agreement are subject to review and audit by OCWCOG upon reasonable notice of a minimum of 14 workdays from the date of written request by OCWCOG;
8. Make the County's internal practices, books, and records relating to the use and disclosure of protected health information received from OCWCOG available to the Secretary of the United States Health & Human Services for purposes of determining OCWCOG's compliance with applicable law (in all events, CONTRACTOR shall immediately notify OCWCOG upon receipt by the County of any such request, and shall provide OCWCOG with copies of any such materials);
9. Hold harmless, indemnify and defend OCWCOG from any claim, suit, action, fine or penalty of any type whatsoever based in whole or in part on the County's failure to comply with applicable laws protecting covered health information.
10. Upon termination of this agreement, the County shall promptly return all protected health information received from OCWCOG. If the return of protected health information is not feasible, the County shall continue the protections required under this contract to the protected health information consistent with the requirements of this Attachment and the HIPAA privacy standards.

ATTACHMENT B

RECEIVED MAY 23 2008

**Older Americans Act Fund Award Request
2008 Grant Application**

Name of Project: Personal Fitness Prescriptions for Older Adults
Name of Organization: Albany Area Seniors, Inc. & Albany Senior Center
Tax ID#: 93-0717994
Contact Name: Rick Barnett
Phone: 541-917-7763 Fax: 541-917-7761
Address: P.O. Box 490, Albany, OR 97321
Project Timeline: August 2008-August 2009
Location of the Event: Albany Senior Center
Total Grant Award Request: \$2400

- Please describe your project and how it will address one of the stated services in Section 1. Limit responses to 300 word maximum. 30 points maximum value.

The Albany Senior Center, a multi-purpose community center is a focal point for seniors, services, recreation, and learning. The Albany Senior Center opened in 1974 and underwent a remodel that doubled its size and capacity in 1986. Each month, more than 12,000 people take advantage of senior programs and services provided by the Albany Senior Center. The Albany Senior Center is a community resource, providing information on aging, support for family caregivers, education and training for professional and lay leaders and students, and provides for the development of innovative approaches to addressing aging issues. One of the ways that the Albany Area Seniors, Inc. can help the Albany Senior Center offer services and “**promote healthy aging**” is through a program designed to provide older adults with an assessment of their current level of functional fitness while also providing them with exercises that will help to manage their daily physical activity and prevent the onset of disease.

Regular exercise provides a myriad of health benefits in older adults, including improvements in blood pressure, diabetes, lipid profile, osteoarthritis, osteoporosis, and neurocognitive function. According to Robert J. Nied, M.D. from Michigan State University and Barry Franklin, PH.D. from William Beaumont Hospital, “regular physical activity is also associated with decreased mortality and age-related morbidity in older adults.” Despite this, “up to 75% of older Americans are insufficiently active to achieve these health benefits.” In an effort to increase the number of persons age 60 and older involved in regular exercise programs, the Older Americans Act Grant would provide the funding for the Albany Senior Center to provide personal fitness prescriptions for 30 people. Initial assessments will occur in two phases, testing and then evaluation/prescription. Follow up assessments and testing will occur after six months and would track progress, allowing for any needed adjustments.

- Please state at least 3 goals that you propose to achieve through your project that will benefit older adults living in the community. Limit response to 150 words. 25 points maximum value.
 - To increase the functional fitness of older adults by offering fitness prescriptions that consist of four components: aerobic exercise, strength training, balance, and flexibility.
 - To update the minor equipment at the Albany Senior Center to improve the quality of the eight fitness classes currently offered at that facility, affecting approximately 150 people, and to facilitate the addition of more classes in order to serve additional people.
 - To provide safe, fun, and appealing activities for older adults in the Albany community that will get them moving, keep them in their homes, and reduce their risk of disease.
- Please describe how you plan to coordinate your project with existing services, programs or community partner programs. Include any plans to develop coordinated marketing or training related to your project. Limit response to 300 words maximum. 25 points maximum value.

The free personal fitness prescriptions will be marketed to the community, in general, and in particular with partner agencies and businesses. The Albany Senior Center currently hosts eight fitness classes for older adults and they are a combination of co-sponsored classes with Linn-Benton Community College and classes directly offered by Albany Parks & Recreation. The fitness evaluation and prescription team members will work with a variety of organizations in the greater Albany area and will send participants to the best location that will meet their particular fitness goals, keeping in mind that there are a variety of available options and there may be some financial constraints for some individuals. For example, if the best fit is to start at a fairly low level of exercise, the recommendation might be walking or LBCC's Gentle Yoga class. If the best fit is aqua fitness classes, then the recommendation might be to go to the Albany Community Pool or the YMCA.

The Albany Area Seniors, Inc and the Albany Senior Center will work with the Albany Parks & Recreation Department to advertise this program in the quarterly brochure, mailed to 27,000 households, and on the City of Albany's website. The Albany Senior Center will advertise and promote this program in *Senior Highlights*, the quarterly newsletter mailed to more than 2,300 subscribers. Specialized posters and fliers will be available at the Albany Senior Center and given to daily participants. The Albany Senior Center will work with community partners like senior living facilities and Samaritan Health Services to provide information and schedules for promotion of the program.

- Please include a budget that shows how the requested funds will be utilized as well as any matching or in-kind funds that will be used to support your request. Limit response to one budget page maximum. 20 points maximum value.

See Budget – Attachment #1

Senior Personal Fitness Prescriptions Program Budget

INCOME	Next Fiscal Year
Grants (OAA)	\$2,400
Other (In-kind donations)	\$3,173
Total Program Income	\$5,573

EXPENSES	
Parks & Recreation Staff (calculated @\$20.00 per hour)	\$960
Independent Contractor	\$1,050
Facility rental	\$480
Facility enhancement for equipment storage	\$850
Advertising/Marketing/PR	\$700
4 Volunteers (calculated @ \$16.14 per hour)	\$1,033
Total Expenses	\$5,073

Equipment:	
10 quality exercise mats	\$400
Hand weights, exercise band	\$100
Total Equipment	\$500

Grand Total Expense + Equipment	\$5,573
--	----------------

Budget Narrative:

Parks & Recreation Staff - there will be 3 Parks & Recreation/Senior Center Staff that will participate in the fitness evaluations/testing. The pay rate is calculated at \$20 per hour with benefits for a total of 48 hours.

The independent contractor, Elke Asleson, a certified fitness professional, will perform the fitness prescriptions for 30 people at a rate of \$35 per person. This includes both initial prescription and followup evaluation.

Facility Rental is calculated at three 1/2 day rentals for the facility @ \$160 per 1/2 day.

Grant Funds will be used to pay the independent contractor, purchase the minor equipment listed above, pay the facility rental fee, and will cover 1/2 of the cost of advertising for the program.

Remainder of the costs will be provided by Albany Parks & Recreation, Albany Senior Center, and volunteers.



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Ed Hodney, Director of Parks and Recreation
DATE: August 19, 2008, for the August 27, 2008 City Council Meeting
SUBJECT: Takena Landing Park Lease

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

Action Requested:

Approve a Motion authorizing the Mayor to sign a new lease agreement with the Oregon Department of Transportation for Takena Landing Park

Discussion:

Since 1988, the City of Albany has leased from the Oregon Department of Transportation (ODOT) a 20-acre site known as Takena Landing Park (Exhibit A). The original lease period has expired. ODOT is willing to enter into a new lease agreement for a term of ten years, with provisions for two additional five-year renewals. No lease payment is required.

Staff recommends approval of the new lease.

Budget Impact:

The new lease will require no additional expenditures, and the City has maintained the park for twenty years. The current Parks and Recreation budget includes the resources for ongoing maintenance of this park.

Attachment: Proposed Lease Agreement with Exhibit A

1
2 **OREGON DEPARTMENT OF TRANSPORTATION**

3 **LEASE**

4 THIS LEASE, made and entered into this _____ day of _____, 20____, by and between the **STATE**
5 **OF OREGON**, by and through its **DEPARTMENT OF TRANSPORTATION**, hereinafter called
6 "State", and **CITY OF ALBANY**, a municipal corporation, hereinafter called "Lessee";

7 **WITNESSETH:**

8 That State, for and in consideration of the covenants, conditions, agreements, and stipulations of Lessee
9 contained in this lease, does lease unto Lessee, and Lessee does lease from State, only for **PUBLIC PARK**
10 and **RECREATION PURPOSES**, that property **20.5 ACRES**, more or less, and outlined in yellow on Exhibit "A",
11 attached hereto and by reference made a part hereof, and also described as follows:

12 A parcel of land lying in the A.M. Rainwater D.L.C. No. 39, Township 11 South, Range 4 West, W.M.
13 and in the A.M. Rainwater D.L.C. No. 61, Township 11 South, Range 3 West, W.M., Benton, County, Oregon
14 and being a portion of that property designed as Parcels 3, 5 and 6 and acquired by the State of Oregon, by
15 and through its State Highway Commission in the Final Judgment dated May 14, 1971, entered as Circuit Court
16 Case No. 24524, Benton County, Oregon; the said parcel being that portion of said property lying Southerly of
17 the following described line:

18 Beginning at a point opposite and 60 feet Southerly of the center line of the Eastbound lane of the
19 relocated Albany-Corvallis Highway at Engineer's Station 59+00; thence Easterly parallel with said center line
20 to a point opposite Engineer's Station 87+80; thence Southeasterly in a straight line to the Southwest corner of
21 that property designated as Parcel 1 and described in that deed to the State of Oregon, by and through its
22 State Highway Commission, recorded May 29, 1970, as Instrument No. 3426 in M-18758, Microfilm Records of
23 Benton County, Oregon; thence Easterly along the Southerly line of said last mentioned property to a point
24 opposite and 70 feet Northeasterly of the center line of the Westbound lane of the relocated Albany-Corvallis
25 Highway; thence Southeasterly parallel with said Westbound lane center line to a point opposite Engineer's
26 Station "E" 95+00.

27 The center lines of the Eastbound and Westbound lanes of the relocated Albany-Corvallis Highway
28 referred to herein are described in said Final Judgment.

29 **EXCEPT:** (1) That portion of the above-described property occupied by the supporting piers of the
30 highway bridges structures; (2) the airspace above and the airspace occupied by said structures and that
31 portion of the airspace under the structures to allow sufficient vertical and horizontal clearance for the
32 operation, maintenance, ventilation and safety of State's highway facilities; (3) that portion of said property
33 occupied by fills or drainage facilities.

34 TO HAVE AND TO HOLD the above mentioned property, hereinafter called "premises", unto Lessee for the
35 period from MAY 17, 2008 through MAY 16, 2018, unless otherwise terminated.

36 In consideration of the leasing of premises and of the mutual agreements hereinafter contained, the parties
37 hereto expressly covenant and agree as follows:

38 **1. IMPROVEMENTS**

39 No new improvements shall be placed in or on premises, and no alterations shall be made to existing
40 improvements on premises without the prior written consent of State. All improvements made shall be done at
41 the sole expense of Lessee. All permanent improvements made by Lessee on premises shall become the
42 property of State upon expiration or termination of this lease.

43 **2. LEASE RATE**

44 No monetary rent will be paid by the City of Albany for use of premises. Use of premises by the public
45 shall be free of charge.

46 Following CONSUMER PRICE INDEX (CPI-U), U.S. City Average is NOT APPLICABLE to this Lease.

47 Effective annually hereafter until lease expiration, the lease rate will be adjusted to reflect the change in the
48 CONSUMER PRICE INDEX (CPI-U), "U.S. City Average". This adjustment will be made using the more
49 recently published "U.S. City Average" for the month three (3) months prior to the annual adjustment month.
50 (i.e., Annual November lease is based upon the published rate for August of the same year.) The base CPI-U
51 "U.S. City Average" factor for this lease is «CPI RATE», based on the published rate for «month of published
52 rate» (1982-84 = 100). State will notify Lessee at least fifteen (15) days in advance of the rental increase. In
53 no event shall the rent decrease below the original rate noted above.

54 **3. RENEWAL**

55 Lessee shall have the option, subject to the following conditions, to renew this lease for additional five (5) year;
56 with up to a maximum of two renewals. Lessee shall provide State written notice of intent to exercise the
57 option, such notice to be received by State not more than 120 days or less than 60 days prior to expiration of
58 the lease or renewal period. Lessee must not then be in default or in breach of any of the lease terms. State
59 shall, at its sole discretion, have the right to approve or reject such request for renewal and shall give written
60 notice of its decision at least 30 days prior to lease or renewal expiration. Lease amount applicable to each
61 renewal period will be established at the time of renewal based upon fair market rents.

62 **4. LEASE TERMS ARE INDEPENDENT**

63 The agreements, conditions, covenants and terms, herein contained and to be performed by the parties, are
64 separate and independent; and the performance of each and every one is not conditioned or dependent upon
65 performance of any other, unless specifically so stated within the language of the provision. Any provision of
66 this lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other
67 provision hereof and such other provisions shall remain in full force and effect.

68 **5. ACCEPTABLE & NON-ACCEPTABLE USES**

69 The premises shall be used only for PUBLIC PARK and RECREATION PURPOSES. The lease is not
70 intended for, nor does it allow use of the premises for residential purposes. Lessee covenants that premises
71 shall not be used for any purpose other than that stated heretofore. A breach of this covenant shall result in
72 default and possible termination of this agreement.

73 Premises shall not be used for the storage, disposal or manufacture of any inflammable materials. The property
74 will not be used for storage, disposal or processing of waste material, junk, scrap, or the dismantling of vehicles
75 or equipment. Nor shall the premises be used for any purpose deemed by State to be a potential hazard to the
76 public or detrimental to the use, maintenance and scenic enjoyment of the adjacent State Transportation
77 Facility.

78 Lessee shall not use or allow premises to be used for any unlawful purpose whatsoever.

79 **6. HAZARDOUS MATERIALS**

80 Lessee shall not: (a) install facilities for or operate on premises a gasoline supply station or gasoline pump; (b)
81 allow vehicles used or designed for the transportation of, or bulk amounts of, gasoline, petroleum products or
82 explosives on premises; (c) store bulk gasoline, petroleum products or explosives on premises. Except with
83 the prior written approval of State, which approval may be withheld at the State's sole discretion, Lessee shall
84 not cause, permit or suffer any "Hazardous Material" (defined below) to be brought upon, treated, kept, stored,
85 disposed of, discharged, released, produced, manufactured, generated or used upon, about, or underneath the
86 premises or any portion thereof by Lessee, its agents, employees, contractors, or invitees, or any other person.
87 Any request for written consent by State shall be in writing and shall demonstrate to the satisfaction of State
88 that the Hazardous Material is necessary to the business of Lessee, and will be stored, used and disposed of in
89 a manner that complies with all federal, state or local laws, statutes, rules, regulations, ordinances, orders,

90 permits or licenses applicable to the Hazardous Material. Any such approved use of Hazardous Materials shall
91 continue during the term of this lease to comply with all federal, state, and local laws, statutes, rules,
92 regulations, ordinances, orders, permits or licenses applicable to Hazardous Material.

93 "Hazardous Material" is defined for purposes of this lease as any substance;

94 (i) the presence of which requires investigation or remediation under any federal, state or local statute,
95 regulation, ordinance, order, action, policy or common law; or

96 (ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant
97 under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without
98 limitation, the Comprehensive Environmental Response Compensation and Liability Act (42 USC 9601 et seq.)
99 and/or the Resource Conservation and Recovery Act (42 USC 6901 et seq.); or

100 (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or
101 otherwise hazardous and is or becomes regulated by any governmental authority, agency, department,
102 commission, board, or instrumentality of the United States, the State of Oregon, or any political subdivision
103 thereof.

104 7. INGRESS & EGRESS

105 Access to the property will be from public street. All ingress and egress shall be subject to administrative and
106 statutory requirements, including but not limited to ORS 374 et seq. Access to premises via city/county roads
107 shall be under local city/county jurisdiction.

108 There shall be no access from premises to any main-traveled way of State highways, except to the South side
109 of the Albany-Corvallis Highway opposite the traffic signal at North Albany Road, M.P. 9.98.

110 8. OCCUPANCY

111 Occupancy and use of premises shall not be such as will permit hazardous or unreasonably objectionable
112 smoke, fumes, vapor, or odors to emanate from premises. Lessee shall operate and maintain the premises to
113 protect against hazards as to the use, safety or appearance of premises. Use and maintenance of premises
114 shall cause no interference with traffic on adjacent State Transportation Facility. Maintenance of premises by
115 Lessee, as required under Paragraph 12 herein, shall include such emergency maintenance procedures as
116 may be required by State.

118 **9. TAXES & ASSESSMENTS**

119 Lessee shall be responsible for all taxes and assessments, if any, on all real and personal property located on
120 or attached to premises, regardless of ownership.

121 Real Property taxes shall be paid by State. Lessee shall reimburse State within 30 days of billing for said taxes
122 by State. If lease terminates after June 30, of any year, Lessee hereby agrees to be responsible for all
123 taxes and assessments imposed for that tax year, regardless of when tax is imposed. Lessee shall not
124 be entitled to any pro-ration of taxes.

125 **10. UTILITIES**

126 Lessee shall pay for all utility services furnished to premises and shall order and pay for any meter installations,
127 which may be necessary.

128 **11. ADVERTISING SIGNS**

129 No advertising signs, displays or devices may be erected on premises except signs advertising Lessee's on-
130 site business. Any on-premise signs and informational notices shall be subject to the approval of State and
131 shall indicate no more than the type of activity being conducted on premises. No signs are allowed on areas
132 within State's recognized right of way nor under/over any State structure. All signs shall comply with local sign
133 ordinances.

134 **12. PROPERTY MAINTENANCE**

135 Lessee shall at all times, and at Lessee's sole expense, keep and maintain premises, including the sidewalks, if
136 any, in front of the premises, free and clear of ice, snow, rubbish, debris, noxious weeds, obstructions and all
137 inflammable or explosive materials of every kind, and shall keep premises in an orderly, clean and safe
138 condition. Lessee shall maintain the landscaping by regular trimming, weeding and generally maintain the
139 property in a neat, well-kept manner.

140 **13. TRANSPORTATION FACILITY PROTECTION**

141 Lessee shall, without expense to State, take all steps necessary to effectively protect the adjacent State
142 Transportation Facility from damage incident to Lessee's use of premises. Lessee shall be liable to and shall
143 reimburse State for any damage to State's right of way fences, markers, monuments, slope easements,
144 structures or facilities resulting from or attributable to the use and occupancy of premises by Lessee.

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146 **14. PERMITS AND LICENSES**

147 Lessee shall secure all necessary permits and licenses required in connection with operations on premises and
148 shall comply with all federal, state, and local statutes, ordinances, and regulations that may concern, in any
149 way, Lessee's use of premises.

150 **15. LIABILITY**

151 Lessee shall occupy and use premises at Lessee's own risk and expense, and shall save and hold harmless
152 State, its Transportation Commission, Commission members, officers, agents, and employees, from all claims,
153 suits or actions for any damage to property or injury or death of any person arising out of or in connection with
154 the occupancy or use of premises by Lessee. State shall, in no event, be liable to Lessee for any damage to
155 property, or injury to or death of any person occurring or arising from the use of premises by Lessee.

156 Lessee further agrees to indemnify and hold harmless State from any and all claims, liabilities, losses, damage,
157 costs and expenses (including attorney fees at trial and on any appeal or review) arising out of use of the
158 premises by Lessee or its agents, employees, contractors or invitees, including but not limited to the costs of
159 remediation or clean-up of any Hazardous Material used on the premises by Lessee or its agents, employees,
160 contractors or invitees, whether with or without the approval of State.

161 **16. INSURANCE**

162 Lessee shall, for ITS operations under this lease, carry and keep in force public liability and property damage
163 insurance in a form and with companies acceptable to State, with limits for each occurrence of not less than
164 \$500,000 for one person and \$1,000,000 for all persons for injury or death, and \$100,000 for damage to
165 property. The insurance policy or policies shall include as additional named insured the State of Oregon, its
166 Transportation Commission, its members, officers, agents, and employees. Lessee shall furnish State with this
167 signed lease a certificate of insurance or a copy of each policy.

168 **17. ASSIGNMENT**

169 Lessee shall not assign this lease or sublet premises without the prior written consent of State, and any attempt
170 to assign or sublet without written consent shall be void and shall be a default in this lease. Lessee shall pay a
171 service charge to State for every assignment of this lease entered into by Lessee.

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174 **18. TERMINATION**

175 This lease may be terminated as to all or part of premises when needed for public purposes, or when State
176 determines that it is in the public's best interest, upon giving of a 30-day written notice to Lessee of its intent to
177 terminate same. In the event of such termination, Lessee hereby waives all its rights to make a claim for any
178 losses or damages suffered thereby.

179 If Lessee requests termination prior to lease expiration, the termination request may be granted by State upon
180 written request and upon receipt of payment in the form of a cashier's check or money order equal to one fourth
181 (1/4) the annual lease rate set forth in Section 2 or \$1,500 whichever is greater. Upon early termination, lessee
182 remains liable for all taxes per Section 9 of this lease. Depending on termination date, this could be tax for the
183 full year.

184 **19. ENTRY ONTO PROPERTY**

185 State specifically reserves the right to enter and occupy premises upon failure of Lessee to comply with any
186 provision of this lease. State also reserves the right to enter premises for purposes of inspection and to
187 determine whether Lessee is complying with the provisions of this agreement; to perform acts necessary or
188 proper for the protection, preservation, maintenance, reconstruction, and operation of adjacent State
189 Transportation Facility; and to perform acts necessary or proper in connection with the construction or
190 maintenance of adjacent State Transportation Facility. State also reserves the right to enter and take
191 possession of premises in case of national or other emergency for the purpose of preventing sabotage and
192 otherwise protecting its Transportation Facility. During such emergency occupation Lessee shall be relieved
193 from obligation to comply with the provisions of this lease.

194 **20. DEFAULT**

195 The following shall be events of default:
196

197 (a) Failure of Lessee to pay any rent or other charge within 15 days after it is due.
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199 (b) Failure of Lessee to comply with any term or condition or fulfill any obligation of the lease (other than the
200 payment of rent or other charges) within 10 days after written notice by State specifying the nature of the
201 default. If the default is of such a nature that it cannot be completely remedied within the 10 day period, this
202 provision shall be complied with if Lessee begins correction of the default within the 10 day period and
203 thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

204 (c) Filing of a voluntary or involuntary petition in bankruptcy, or filing of any proceeding to subject this lease
205 or the interest of Lessee herein to garnishment or sale under execution.

206 **21. REMEDIES FOR DEFAULT**

207 In the event of default the Lease may be terminated. In the event of termination, regardless of how effected,
208 including termination for need or failure to comply with any provision of this lease, Lessee shall, by the date
209 of said termination, peaceably and quietly leave, vacate completely and surrender premises, including those
210 improvements and fixtures placed or made thereon by Lessee that belong to State, in a good, clean and
211 sightly condition, reasonable use and wear, and damage by earthquake, fire, public calamity, the elements,
212 acts of God, or other circumstances over which Lessee has no control, excepted. If premises are not
213 voluntarily surrendered, the State may, without notice, re-enter and take possession of premises and may,
214 without breach of the peace, and with or without legal process, evict and dispossess Lessee from premises.

215 In the event of termination or retaking of possession following default, State shall be entitled to recover
216 immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the
217 lease term, the following amounts as damages: (1) The loss of rental from the date of default until a new
218 lessee is secured, or until the termination date of the lease, whichever is sooner; and, (2) The reasonable
219 costs of reentry and re-letting including without limitation the cost of any cleanup, refurbishing, removal of
220 Lessee's property, or any other expense occasioned by Lessee's default including but not limited to, any
221 repair costs, attorney fees and court costs.

222 **22. TIME**

223 TIME is of the essence of every provision of this lease. Failure of State to object to the violation of any
224 provision of this lease shall not be deemed a waiver by State of a subsequent similar breach nor of State's right
225 to demand strict performance by Lessee of any provision contained therein.

226 **23. LEASE MODIFICATION**

227 Notwithstanding anything herein contained to the contrary, this lease may be terminated or any provision of this
228 lease may be changed, by mutual consent of the parties hereto, in writing.

229 **24. SUCCESSORS & ASSIGNS**

230 The provisions of this lease and all obligations and rights thereunder shall extend to and bind the successors
231 and assignees of Lessee and any assignee or legal successor of State.

232 **25. FEDERAL HIGHWAY ADMINISTRATION (FHWA) REGULATIONS**

233 Notwithstanding any provision herein to the contrary, Lessee shall comply with all the standards and
234 requirements of Federal Highway Administration Regulation, which shall, in case of conflict with any provision
235 of this lease, be deemed minimum standards and requirements. This paragraph shall not, however, relieve
236 Lessee from the duty to comply with all other provisions of this lease and all provisions of this lease which are
237 in addition to or more stringent than the standards and requirements of said regulations.

238 **26. CIVIL RIGHTS (NON-DISCRIMINATION)**

239 Lessee, for itself and assigns, as part of the consideration hereof, does covenant and agree, as a covenant
240 running with the land, that (1) no person, on the grounds of race, color, or national origin, shall be excluded
241 from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of
242 premises; (2) that in connection with the construction of any improvements on premises, no discrimination shall
243 be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-
244 tier subcontractors, and first-tier subcontractors in the selection and retention of second-tier subcontractors; and
245 (3) that Lessee shall use premises in compliance with all other requirements imposed pursuant to Title 15,
246 Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of Commerce,
247 Part 8 (15 C.F.R., Part 8), and as said Regulations may be amended.

248 In the event of breach of any of the above non-discrimination covenants, State shall have the right to
249 immediately terminate this lease, to re-enter and repossess premises, and to hold the same as though this
250 lease had never been made or issued.

251 **27. PRIOR LEASES/AGREEMENTS**

252 This lease is intended to supersede and/or replace all previous agreements, written or oral, entered into by the
253 parties hereto for the rental of premises, EXCEPT, however the following:

254 (1) City shall install such fencing as State may at any time determine to be necessary in order to
255 protect highway facilities or traffic thereon.

256 (2) No vending of any kind shall be conducted or allowed on premises.

257 (3) City shall not cut any trees on premises except trees that State has, before such cutting, specifically
258 designated and permitted to be cut. Such cut trees, unless otherwise agreed upon, shall remain the property of
259 State.

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28. "UNIFORM" ACT

Should this lease be terminated for any reason, Lessee hereby acknowledges, understands, agrees and waives any and all benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended, or any other benefits under similar acts applicable to Lessee, or the property leased herein.

29. SINGULAR/PLURAL

In construing this lease, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this lease shall apply equally to corporations and individuals.

30. NOTICES

The State (for notice) is: **Deolinda G. Jones
State Right-of-Way Manager
Department of Transportation
355 Capitol St., NE, Room 420
Salem, Oregon 97301-3871
Phone: (503) 986-3600
FAX: (503) 986-3625**

The Lessee (for notice is): **CITY OF ALBANY, a municipal corporation
PO BOX 490
ALBANY, OR 97321**

31. COMPLETE AGREEMENT

THIS CONTRACT CONSTITUTES THE ENTIRE CONTRACT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE, OR TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. LESSEE, BY THE SIGNATURE BELOW, HEREBY ACKNOWLEDGES READING THIS CONTRACT, UNDERSTANDING IT, AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS.

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32. APPROVALS

ODOT REGION APPROVAL

**STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION**

By _____
ODOT Region Manager

By _____
Deolinda G. Jones, State Right of Way Manager

Date _____

FHWA FORMAT APPROVAL

By: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

CITY OF ALBANY, a municipal corporation

By _____

By _____
Mayor

By _____
Auditor

STATE OF OREGON, County of _____

Dated _____, 20____. Personally appeared _____
and _____, who, being sworn, stated that they are the Mayor and Auditor of the City
of Albany, Oregon, a municipal corporation, and that this instrument was voluntarily signed on behalf of said municipal
corporation by authority of its Ordinance No. _____, passed by the Council of said City on
this _____ day of _____, 20____.

Notary Public for Oregon
My Commission expires _____

347 In Witness Whereof, the lessee has executed this instrument this _____ day of _____, 20____; if a
348 corporation lessee, it has caused its name to be signed and its seal, if any, affixed by an officer or other person
349 duly authorized to do so by order of its board of directors.

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352 STATE OF OREGON, County of Marion

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354 _____, 20____. Personally appeared, Deolinda G. Jones, who being sworn, stated that she
355 is the State Right of Way Manager for the State of Oregon, Department of Transportation, and that this document was
356 voluntarily signed on behalf of the State of Oregon by authority delegated to her. BEFORE ME:

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Notary Public for Oregon
My Commission Expires: _____

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Lessee Federal Tax I.D. or Social Security No.: _____

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ODOT Federal Tax I.D.: 93-1111585

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End of Lease Document

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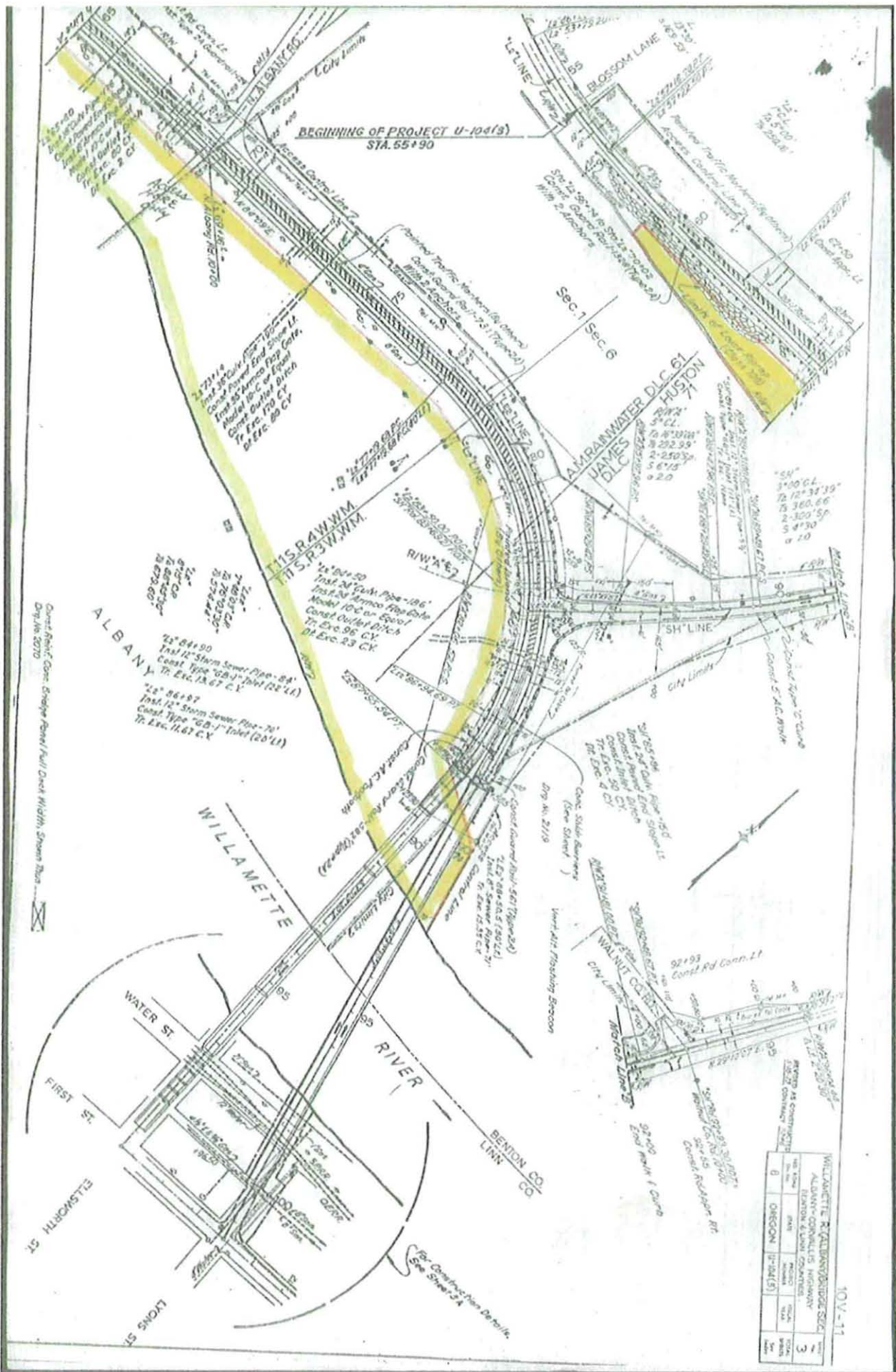


EXHIBIT "A"

NOV-11

WILLAMETTE RIVER BRIDGE	
ALBANY - CORNELLIS BRIDGE	
LINN & LINN COUNTIES	
NO. 1	NO. 2
NO. 3	NO. 4
NO. 5	NO. 6
NO. 7	NO. 8
NO. 9	NO. 10
NO. 11	NO. 12
NO. 13	NO. 14
NO. 15	NO. 16
NO. 17	NO. 18
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NO. 21	NO. 22
NO. 23	NO. 24
NO. 25	NO. 26
NO. 27	NO. 28
NO. 29	NO. 30
NO. 31	NO. 32
NO. 33	NO. 34
NO. 35	NO. 36
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NO. 65	NO. 66
NO. 67	NO. 68
NO. 69	NO. 70
NO. 71	NO. 72
NO. 73	NO. 74
NO. 75	NO. 76
NO. 77	NO. 78
NO. 79	NO. 80
NO. 81	NO. 82
NO. 83	NO. 84
NO. 85	NO. 86
NO. 87	NO. 88
NO. 89	NO. 90
NO. 91	NO. 92
NO. 93	NO. 94
NO. 95	NO. 96
NO. 97	NO. 98
NO. 99	NO. 100

A RESOLUTION ACCEPTING THE FOLLOWING SLOPE AND PUBLIC UTILITIES EASEMENT:

Grantor

Purpose

Mary Morris, Trustee of the Evelyn F. Brandis Family Charitable Trust #1 and #2; John S. Brandis, Jr.; Trinity O. Lind, fka Gail Brandis Jacob, Gail Brandis Yarborough, and Gale Brandis Coleman; Susan B. Decker; and Timberhill Corporation.

10-foot wide slope and public utility easement adjacent to the Brandis Avenue and Somerset Avenue right-of-way, in connection with the street project to Timber Ridge School.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this slope and franchise utility easement.

DATED AND EFFECTIVE THIS 27TH DAY OF AUGUST 2008.

Mayor

ATTEST:

City Clerk

SLOPE AND FRANCHISED PUBLIC UTILITIES EASEMENT

THIS AGREEMENT, made and entered into this 24th day of July, 2008, by and between Mary Morris in her capacity as Trustee of the Evelyn R. Brandis Family Charitable Trust #1 and #2; John S. Brandis, Jr.; Trinity O. Lind, fka Gail Brandis Jacob, Gail Brandis Yarborough, and Gail Brandis Coleman; Susan B. Decker; and Timberhill Corporation, an Oregon Corporation collectively as their interest in the property may appear, hereinafter called Grantor, and the CITY OF ALBANY, a Municipal Corporation, and those Utility Companies with Franchise Agreements with the City, herein called "Grantee."

WITNESSETH:

That for and in consideration of the total compensation to be paid by the City, the Grantor does hereby grant, bargain, sell, convey, and transfer unto Grantee, an easement and right-of-way, including the right to enter upon the real property hereinafter described, and to place, maintain and repair public utilities and the roadway fill slope, for the purpose of conveying public franchised utilities services and the roadway fill slope over, across, through, and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of the said public utilities and roadway fill slope and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location and maintenance of the said public utilities and roadway fill slope.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:

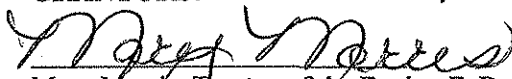
See legal description on attached Exhibit A and maps on attached Exhibits B and C.
2. The permanent easement described herein grants to the Grantee, and to its successors, assigns, authorized agents, or contractors, the perpetual right to enter upon said easement at any time that it may see fit, for construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$1.00, receipt of which is acknowledged by the Grantor, and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
4. The Grantor does hereby covenant with the Grantee that they are lawfully seized and possessed of the real property above-described and that they have a good and lawful right to convey it or any part thereof and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.
5. Upon performing any maintenance, the Grantee shall return the site to original or better condition, at Grantee's sole cost and expense.
6. No permanent structure shall be constructed on this easement.
7. Grantee shall indemnify and hold harmless Grantor, its successors and assigns, from any and all claims, actions, damages, liability and expense which arise in connection use of the easement and right-of-way by Grantee, its agents, employees, invitees, or licensees; or occasioned wholly or in part by any act or omission for which Grantee, its agents, contractors, employees, servants, lessees, concessionaires or invitees are legally liable.
8. With respect to any dispute arising under or relating to this Agreement, or in the event that a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce this Agreement or any provisions of this Agreement, the prevailing party shall be entitled to recover from the


losing party its reasonable attorneys', paralegals', accountants', and other experts' and professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring title to the part should check with the appropriate city or county planning departments to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

IN WITNESS WHEREOF, the Grantor has hereunto fixed their hand and seal the day and year written below.

GRANTORS:


Mary Morris, Trustee of the Evelyn F. Brandis
Family Charitable Trusts #1 and #2

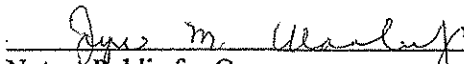

John S. Brandis, Jr.

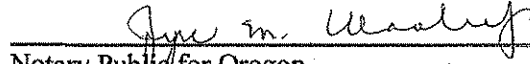
STATE OF OREGON)
County of Linn) ss.
City of Albany)

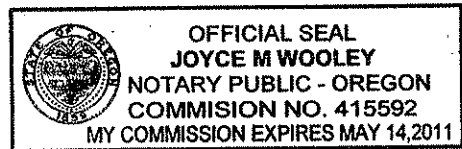
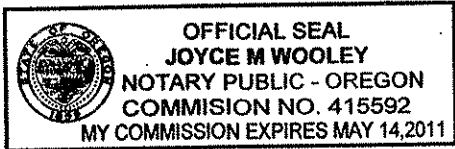
STATE OF OREGON)
County of Linn) ss.
City of Albany)

The foregoing instrument was acknowledged before me this 11th day of August, 2008, by Mary Morris, Trustee of the Evelyn F. Brandis Family Charitable Trusts #1 and #2 as a representative of the trusts as their voluntary act and deed.

The foregoing instrument was acknowledged before me this 11th day of August, 2008, by John S. Brandis, Jr. as their voluntary act and deed.


Notary Public for Oregon
My Commission Expires: 5/14/2011


Notary Public for Oregon
My Commission Expires: 5/14/2011



Trinity O. Lind
Trinity O. Lind, fka Gail Brandis Jacob, Gail
Brandis Yarborough, and Gail Brandis Coleman.

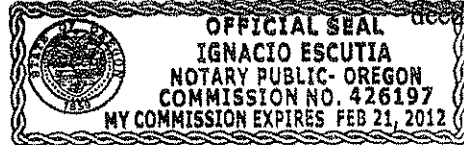
Tanya Durkee, President, Timberhill Corporation

STATE OF OREGON)
* County of ~~Linn Deschutes~~) ss.
* City of Albany Bend)

STATE OF OREGON)
County of ~~Linn Clackamas~~) ss.
City of Albany Lake Oswego)

The foregoing instrument was acknowledged before
me this 1 day of August, 2008,
by Trinity O. Lind as their voluntary act and deed.

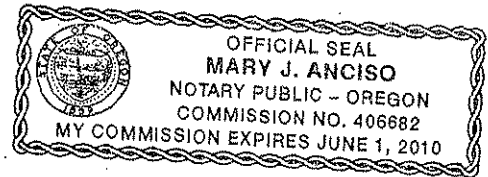
The foregoing instrument was acknowledged before
me this 31 day of July, 2008,
by Tanya Durkee, President, as a representative of
Timberhill Corporation as their voluntary act and



Ignacio Escutia
Notary Public for Oregon
My Commission Expires: Feb. 21, 2012

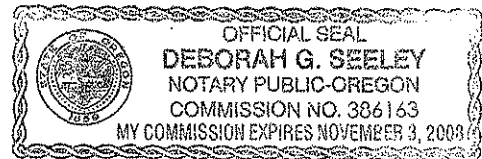
Mary J. Anciso
Notary Public for Oregon
My Commission Expires: 6-1-2010

Susan B. Decker
Susan B. Decker



STATE OF OREGON)
County of ~~Linn Benton~~) ss. 29
City of Albany Corvallis) 27

The foregoing instrument was acknowledged before
me this 7th day of August, 2008,
by Susan B. Decker as their voluntary act and deed.



Deborah G. Seeley
Notary Public for Oregon
My Commission Expires: 11-3-08

CITY OF ALBANY:

STATE OF OREGON)
County of Linn) ss:
City of Albany)

I, Wes Hare, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number _____, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this _____ day of _____ 2008.

City Manager

ATTEST:

City Clerk

EXHIBIT A
DESCRIPTION FOR SLOPE AND UTILITY EASEMENT
PARCEL 1 OF PARTITION PLAT 2008-02

BEING A PORTION OF PARCEL 1 OF PARTITION PLAT 2008-02 IN THE LINN COUNTY RECORD BOOK OF PARTITION PLATS WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TEN (10.00) FOOT WIDE CONTIGUOUS STRIP LYING NORTHERLY OF THE RIGHT-OF-WAY OF SOMERSET DRIVE NE (SIXTY FEET WIDE) AND EASTERLY OF THE RIGHT-OF-WAY OF BRANDIS AVENUE (SEVENTY FEET WIDE) AS DEDICATED ON PARTITION PLAT 2007-74 AND SHOWN ON PARTITION PLAT 2008-02 OF THE LINN COUNTY RECORD BOOK OF PARTITION PLATS. SAID TEN-FOOT STRIP TO RUN CONTINUOUSLY FROM THE WESTERLY BOUNDARY OF SAID PARCEL 1 TO THE NORTH BOUNDARY OF PARCEL 2 OF PARTITION PLAT 2008-02. THE MOST NORTHERLY CORNER OF SAID STRIP TO BE AT THE INTERSECTION OF THE PROLONGATION OF AN ARC TEN FOOT DISTANT FROM THE NORTH RIGHT-OF-WAY OF SOMERSET DRIVE AND THE PROLONGATION OF A LINE TEN FOOT DISTANT FROM THE EASTERLY RIGHT-OF-WAY OF BRANDIS AVENUE.

AND ALSO:

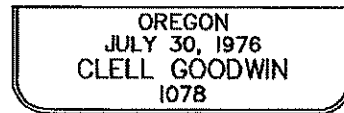
A TEN (10.00) FOOT WIDE CONTIGUOUS STRIP LYING SOUTHERLY OF THE RIGHT-OF-WAY OF SOMERSET DRIVE NE (SIXTY FEET WIDE) AND WESTERLY OF THE RIGHT-OF-WAY OF BRANDIS AVENUE (SEVENTY FEET WIDE) AS DEDICATED ON PARTITION PLAT 2007-74 AND SHOWN ON PARTITION PLAT 2008-02 OF THE LINN COUNTY RECORD BOOK OF PARTITION PLATS. SAID TEN-FOOT STRIP TO RUN CONTINUOUSLY FROM THE WESTERLY BOUNDARY OF SAID PARCEL 1 TO THE SOUTHERLY BOUNDARY THEREOF.

AND ALSO:

A TEN (10.00) FOOT WIDE STRIP LYING CONTIGUOUS TO AND EASTERLY OF THE RIGHT-OF-WAY OF BRANDIS AVENUE (SEVENTY FEET WIDE) AS DEDICATED ON PARTITION PLAT 2007-74 AND SHOWN ON PARTITION PLAT 2008-02 OF THE LINN COUNTY RECORD BOOK OF PARTITION PLATS. SAID TEN-FOOT STRIP TO RUN CONTINUOUSLY FROM THE SOUTH BOUNDARY OF PARCEL 2 OF PARTITION PLAT 2008-02 TO THE SOUTH BOUNDARY OF PARCEL 1 OF SAID PLAT.



Clell Goodwin



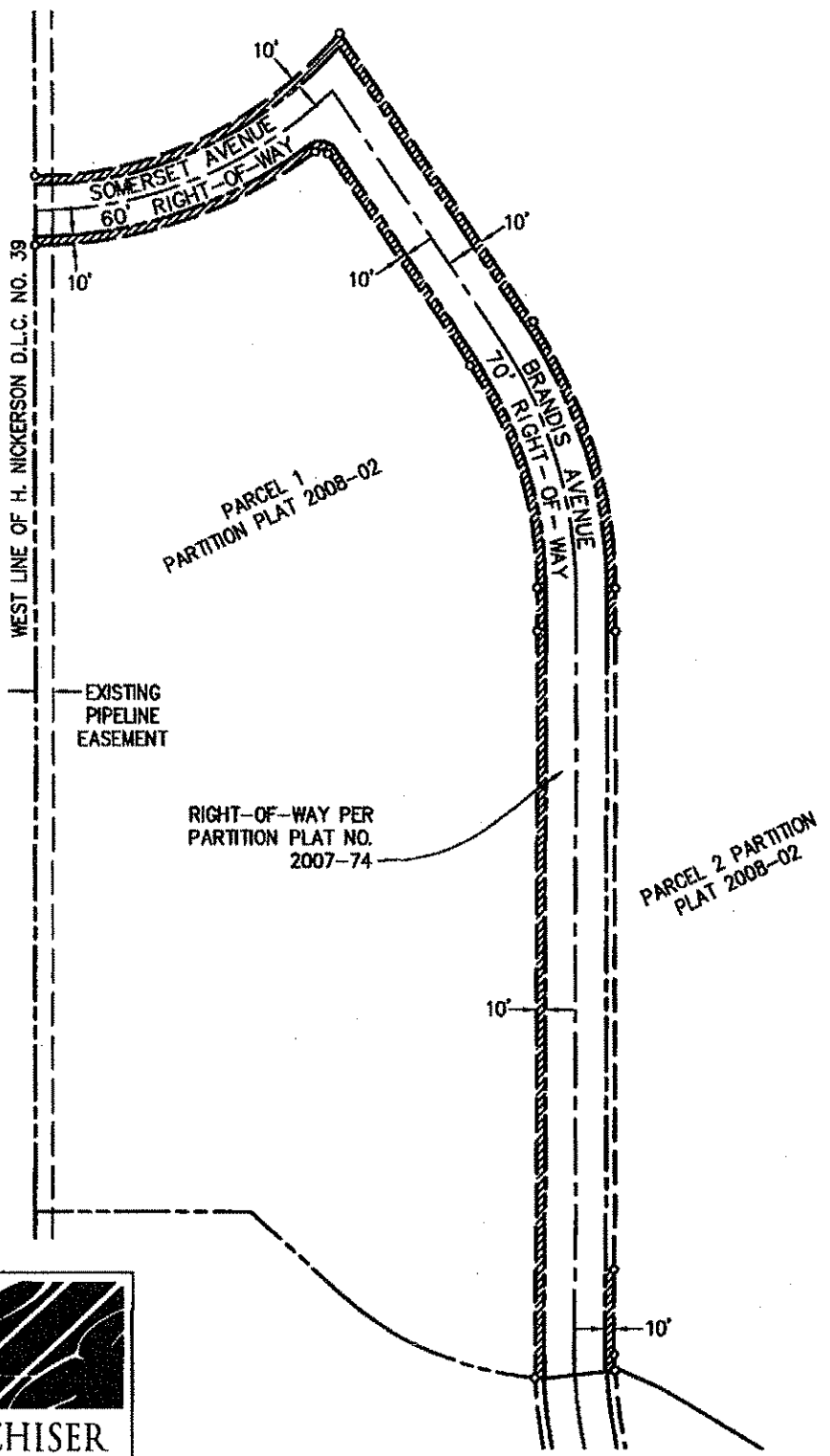
EXPIRES JUNE 30, 2009

LEGEND

- PROPERTY LINE
- - - RIGHT-OF-WAY
- - - CENTERLINE
- ////// PROPOSED SLOPE AND UTILITY EASEMENT



SCALE 1"=200'



REGISTERED
PROFESSIONAL
LAND SURVEYOR

C. Clell Goodwin

OREGON
JULY 30, 1976
CLELL GOODWIN
1078

EXPIRES JUNE 30, 2009

**BALZHISER
& HUBBARD
ENGINEERS**

MECHANICAL
•
ELECTRICAL
•
CIVIL
•
TRANSPORTATION
•
SURVEYORS

100 WEST 13TH AVENUE
EUGENE, OR 97401
P: 541-686-8478
F: 541-345-5303

**SLOPE AND UTILITY EASEMENT
PARCEL 1 OF PARTITION PLAT 2008-02**

PROJECT 2100-022-06
DATE: AUGUST 13, 2008
FILENAME: BOUNDARY.dwg
TAX MAP 11-03-03 AND TAX MAP 10-34-03

SHEET No.
**EXHIBIT
B**

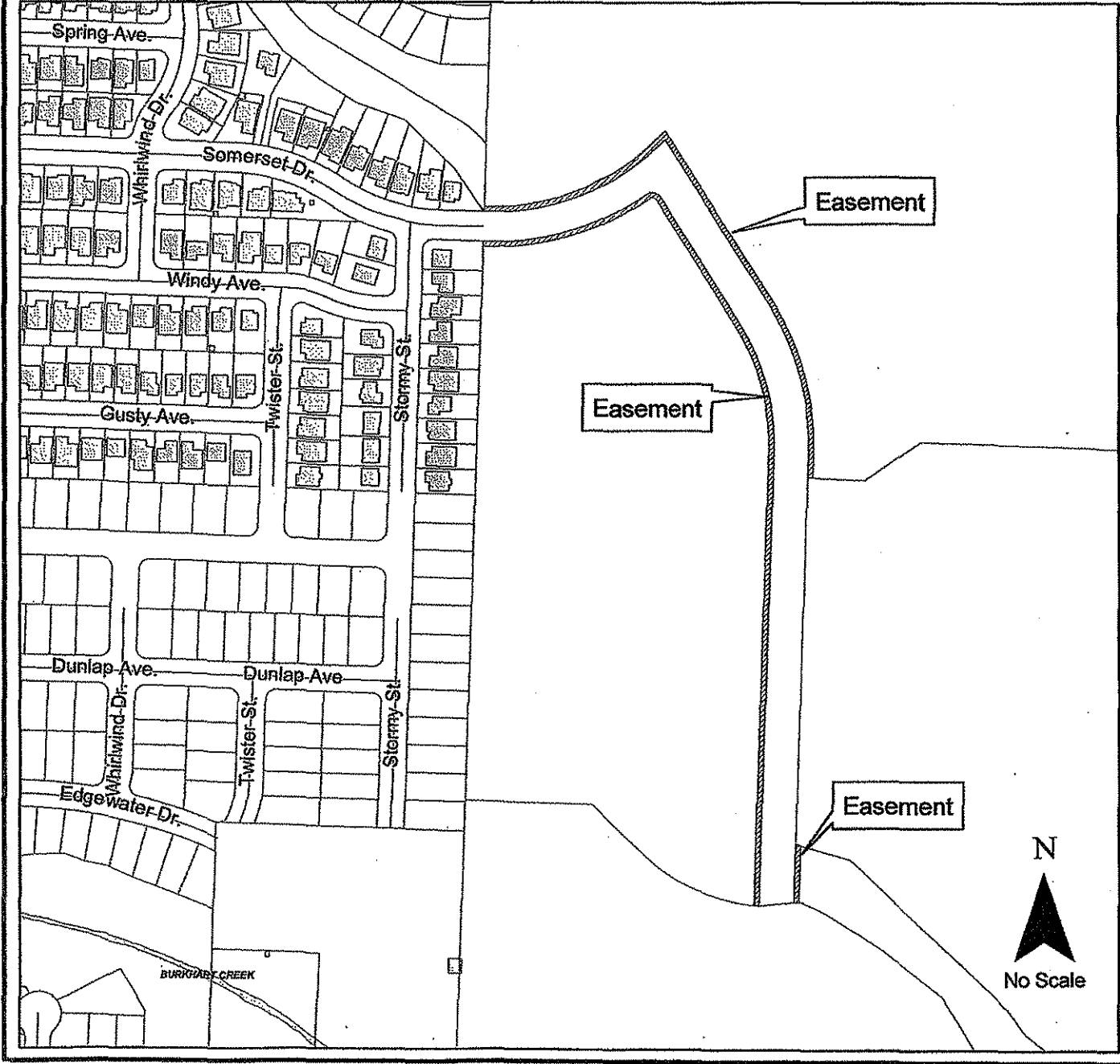
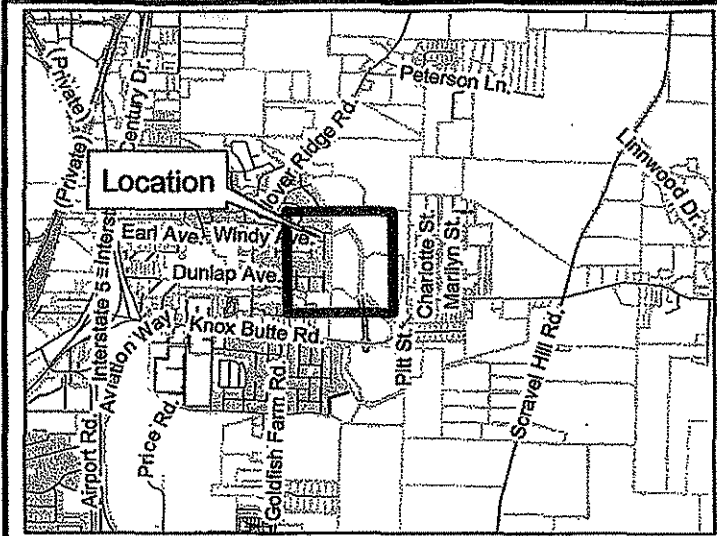
EXHIBIT C

11SO3W03B 00100

Slope and Utility Easement related to construction of a new public school.



Geographic Information Services



A RESOLUTION ACCEPTING THE FOLLOWING SLOPE AND PUBLIC UTILITIES EASEMENT:

Grantor

Mary Morris, Trustee of the Evelyn F. Brandis Family Charitable Trust #1 and #2; John S. Brandis, Jr.; Trinity O. Lind, fka Gail Brandis Jacob, Gail Brandis Yarborough, and Gale Brandis Coleman; Susan B. Decker; and Timberhill Corporation.

Purpose

10-foot wide slope and public utility easement adjacent to the Brandis Avenue and Knox Butte Road right-of-way, in connection with the street project to Timber Ridge School.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this slope and franchise utility easement.

DATED AND EFFECTIVE THIS 27TH DAY OF AUGUST 2008.

Mayor

ATTEST:

City Clerk

SLOPE AND FRANCHISED PUBLIC UTILITIES EASEMENT

THIS AGREEMENT, made and entered into this 24th day of July, 2008, by and between Mary Morris in her capacity as Trustee of the Evelyn R. Brandis Family Charitable Trust #1 and #2; John S. Brandis, Jr.; Trinity O. Lind, fka Gail Brandis Jacob, Gail Brandis Yarborough, and Gail Brandis Coleman; Susan B. Decker; and Timberhill Corporation, an Oregon Corporation collectively as their interest in the property may appear, hereinafter called Grantor, and the CITY OF ALBANY, a Municipal Corporation, and those Utility Companies with Franchise Agreements with the City, herein called "Grantee."

WITNESSETH:

That for and in consideration of the total compensation to be paid by the City, the Grantor does hereby grant, bargain, sell, convey, and transfer unto Grantee, an easement and right-of-way, including the right to enter upon the real property hereinafter described, and to place, maintain and repair public utilities and the roadway fill slope, for the purpose of conveying public franchised utilities services and the roadway fill slope over, across, through, and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of the said public utilities and roadway fill slope and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location and maintenance of the said public utilities and roadway fill slope.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:

See legal description on attached Exhibit A and maps on attached Exhibits B and C.
2. The permanent easement described herein grants to the Grantee, and to its successors, assigns, authorized agents, or contractors, the perpetual right to enter upon said easement at any time that it may see fit, for construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$1.00, receipt of which is acknowledged by the Grantor, and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
4. The Grantor does hereby covenant with the Grantee that they are lawfully seized and possessed of the real property above-described and that they have a good and lawful right to convey it or any part thereof and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.
5. Upon performing any maintenance, the Grantee shall return the site to original or better condition, at Grantee's sole cost and expense.
6. No permanent structure shall be constructed on this easement.
7. Grantee shall indemnify and hold harmless Grantor, its successors and assigns, from any and all claims, actions, damages, liability and expense which arise in connection use of the easement and right-of-way by Grantee, its agents, employees, invitees, or licensees; or occasioned wholly or in part by any act or omission for which Grantee, its agents, contractors, employees, servants, lessees, concessionaires or invitees are legally liable.
8. With respect to any dispute arising under or relating to this Agreement, or in the event that a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted to interpret or enforce this Agreement or any provisions of this Agreement, the prevailing party shall be entitled to recover from the

losing party its reasonable attorneys', paralegals', accountants', and other experts' and professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or other proceeding, or on any appeal or review, in addition to all other amounts provided by law.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring title to the part should check with the appropriate city or county planning departments to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

IN WITNESS WHEREOF, the Grantor has hereunto fixed their hand and seal the day and year written below.

GRANTORS:

Mary Morris
Mary Morris, Trustee of the Evelyn F. Brandis
Family Charitable Trusts #1 and #2

John S. Brandis, Jr.
John S. Brandis, Jr.

STATE OF OREGON)
County of Linn) ss.
City of Albany)

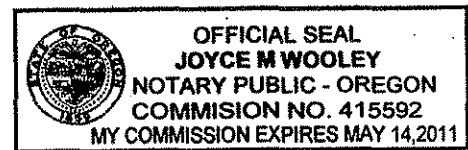
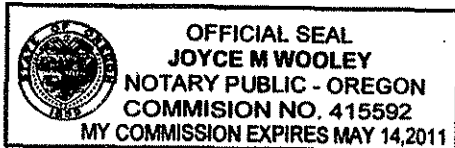
STATE OF OREGON)
County of Linn) ss.
City of Albany)

The foregoing instrument was acknowledged before me this 11th day of August, 2008, by Mary Morris, Trustee of the Evelyn F. Brandis Family Charitable Trusts #1 and #2 as a representative of the trusts as their voluntary act and deed.

The foregoing instrument was acknowledged before me this 11th day of August, 2008, by John S. Brandis, Jr. as their voluntary act and deed.

Joyce M Wooley
Notary Public for Oregon
My Commission Expires: 5/14/2011

Joyce M Wooley
Notary Public for Oregon
My Commission Expires: 5/14/2011



Trinity O. Lind
Trinity O. Lind, fka Gail Brandis Jacob, Gail Brandis Yarborough, and Gail Brandis Coleman.

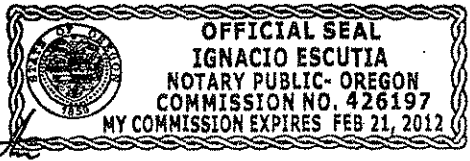
Tanya Durkee
Tanya Durkee, President, Timberhill Corporation

STATE OF OREGON)
* County of Linn Deschutes) ss.
* City of Albany Bend)

STATE OF OREGON)
* County of Linn Clackamas) ss.
* City of Albany Lake Oswego)

The foregoing instrument was acknowledged before me this 6 day of August, 2008, by Trinity O. Lind as their voluntary act and deed.

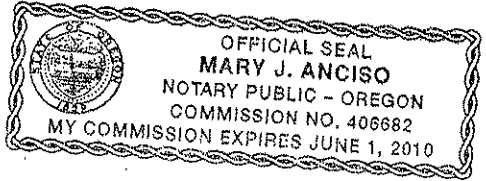
The foregoing instrument was acknowledged before me this 31st day of July, 2008, by Tanya Durkee, President, as a representative of Timberhill Corporation as their voluntary act and deed.



Ignacio Escutia
Notary Public for Oregon
My Commission Expires: Feb. 21, 2012

Mary J. Anciso
Notary Public for Oregon
My Commission Expires: 6-01-2010

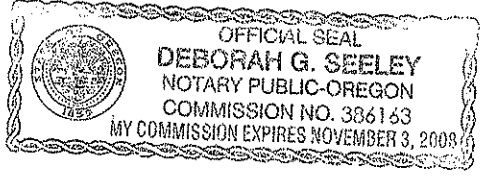
Susan B. Decker
Susan B. Decker



STATE OF OREGON)
County of Linn Benton) ss.
City of Albany Corvallis)

The foregoing instrument was acknowledged before me this 7th day of August, 2008, by Susan B. Decker as their voluntary act and deed.

Deborah G. Seeley
Notary Public for Oregon
My Commission Expires: 11-3-08



CITY OF ALBANY:

STATE OF OREGON)
County of Linn) ss.
City of Albany)

I, Wes Hare, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number _____, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this _____ day of _____ 2008.

City Manager

ATTEST:

City Clerk

EXHIBIT A
DESCRIPTION FOR SLOPE AND UTILITY EASEMENT
PARCEL 2 OF PARTITION PLAT 2007-74 AND
PARCEL 1 OF PARTITION PLAT 2007-73

BEING A PORTION OF PARCEL 2 OF PARTITION PLAT 2007-74 IN THE LINN COUNTY RECORD BOOK OF PARTITION PLATS WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TEN (10.00) FOOT WIDE STRIP LYING CONTIGUOUS TO AND EASTERLY OF THE RIGHT-OF-WAY OF BRANDIS AVENUE (SEVENTY-THREE FEET WIDE) AS DEDICATED BY DOCUMENT NUMBER 2008-03978 OF THE CLERK RECORDS OF LINN COUNTY, OREGON. SAID TEN-FOOT STRIP TO RUN CONTINUOUSLY FROM THE NORTH BOUNDARY OF SAID PARCEL 2 TO THE RIGHT-OF-WAY OF KNOX BUTTE ROAD AT POINT "A". SAID EASEMENT TERMINATING, AT THE SOUTHERLY END, AT A LINE RADIAL TO THE RIGHT-OF-WAY OF KNOX BUTTE ROAD.

AND ALSO:

A TEN (10.00) FOOT WIDE STRIP LYING CONTIGUOUS TO AND NORTHERLY OF THE RIGHT-OF-WAY OF KNOX BUTTE ROAD BEGINNING AT THE ABOVE-DESCRIBED POINT "A" AND RADIAL LINE AND THENCE RUNNING ALONG THE RIGHT-OF-WAY OF KNOX BUTTE ROAD, IN AN EASTERLY DIRECTION, ON A CURVE TO THE LEFT AN ARC DISTANCE OF FIFTY (50.00) FEET AND THERE TERMINATING ON A LINE RADIAL TO THE RIGHT-OF-WAY AT THAT POINT.

AND ALSO:

A TEN (10.00) FOOT WIDE STRIP LYING CONTIGUOUS TO AND WESTERLY OF THE RIGHT-OF-WAY OF BRANDIS AVENUE (SEVENTY-THREE FEET WIDE) AS DEDICATED BY DOCUMENT NUMBER 2008-03978 OF THE CLERK RECORDS OF LINN COUNTY, OREGON. SAID TEN-FOOT STRIP TO RUN CONTINUOUSLY FROM THE NORTH BOUNDARY OF SAID PARCEL 2 TO THE RIGHT-OF-WAY OF KNOX BUTTE ROAD AT POINT "B". SAID EASEMENT TERMINATING, AT THE SOUTHERLY END, AT A LINE PERPENDICULAR TO THE RIGHT-OF-WAY OF KNOX BUTTE ROAD.

AND ALSO:

A TEN (10.00) FOOT WIDE STRIP LYING CONTIGUOUS TO AND NORTHERLY OF THE RIGHT-OF-WAY OF KNOX BUTTE ROAD BEGINNING AT THE ABOVE-DESCRIBED POINT "B" AND PERPENDICULAR LINE AND THENCE RUNNING ALONG THE RIGHT-OF-WAY OF KNOX BUTTE ROAD, IN AN WESTERLY DIRECTION, A DISTANCE OF FIFTY (50.00) FEET AND THERE TERMINATING ON A LINE PERPENDICULAR TO THE RIGHT-OF-WAY AT THAT POINT.

AND ALSO: (CONTINUED ON FOLLOWING PAGE)

BEING A PORTION OF PARCEL 1 OF PARTITION PLAT 2007-73 IN THE LINN COUNTY RECORD BOOK OF PARTITION PLATS WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TEN (10.00) FOOT WIDE STRIP LYING CONTIGUOUS TO AND EASTERLY OF THE RIGHT-OF-WAY OF BRANDIS AVENUE AS DEDICATED BY DOCUMENT NUMBER 2008-03978 OF THE CLERK RECORDS OF LINN COUNTY, OREGON. SAID TEN-FOOT STRIP TO RUN CONTINUOUSLY FROM THE SOUTHEAST CORNER OF THE RIGHT-OF-WAY DESCRIBED AS EXHIBIT B IN SAID DOCUMENT AND A LINE PERPENDICULAR TO THE EASTERLY RIGHT-OF-WAY LINE AT THAT POINT TO THE RIGHT-OF-WAY OF KNOX BUTTE ROAD AT POINT "C". SAID EASEMENT TERMINATING, AT THE NORTHERLY END, AT A LINE RADIAL TO THE RIGHT-OF-WAY OF KNOX BUTTE ROAD.

AND ALSO:

A TEN (10.00) FOOT WIDE STRIP LYING CONTIGUOUS TO AND SOUTHERLY OF THE RIGHT-OF-WAY OF KNOX BUTTE ROAD BEGINNING AT THE ABOVE-DESCRIBED POINT "C" AND RADIAL LINE AND THENCE RUNNING ALONG THE RIGHT-OF-WAY OF KNOX BUTTE ROAD, IN AN EASTERLY DIRECTION, ON A CURVE TO THE LEFT AN ARC DISTANCE OF FIFTY (50.00) FEET AND THERE TERMINATING ON A LINE RADIAL TO THE RIGHT-OF-WAY AT THAT POINT.

AND ALSO:

A TEN (10.00) FOOT WIDE STRIP LYING CONTIGUOUS TO AND WESTERLY OF THE RIGHT-OF-WAY OF BRANDIS AVENUE AS DEDICATED BY DOCUMENT NUMBER 2008-03978 OF THE CLERK RECORDS OF LINN COUNTY, OREGON. SAID TEN-FOOT STRIP TO RUN CONTINUOUSLY FROM THE SOUTHWEST CORNER OF THE RIGHT-OF-WAY DESCRIBED AS EXHIBIT B IN SAID DOCUMENT AND A LINE PERPENDICULAR TO THE WESTERLY RIGHT-OF-WAY LINE AT THAT POINT TO THE RIGHT-OF-WAY OF KNOX BUTTE ROAD AT POINT "D". SAID EASEMENT TERMINATING, AT THE NORTHERLY END, AT A LINE PERPENDICULAR TO THE RIGHT-OF-WAY OF KNOX BUTTE ROAD.

AND ALSO:

A TEN (10.00) FOOT WIDE STRIP LYING CONTIGUOUS TO AND SOUTHERLY OF THE RIGHT-OF-WAY OF KNOX BUTTE ROAD BEGINNING AT THE ABOVE-DESCRIBED POINT "D" AND PERPENDICULAR LINE AND THENCE RUNNING ALONG THE RIGHT-OF-WAY OF KNOX BUTTE ROAD, IN AN WESTERLY DIRECTION, A DISTANCE OF FIFTY (50.00) FEET AND THERE TERMINATING ON A LINE PERPENDICULAR TO THE RIGHT-OF-WAY AT THAT POINT.

P:\2100-022-06\SURVEY\TIMBERHILL DESCRIPTION.doc

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Clell Goodwin

OREGON
JULY 30, 1976
CLELL GOODWIN
1078

EXPIRES JUNE 30, 2009

LEGEND

PROPERTY LINE

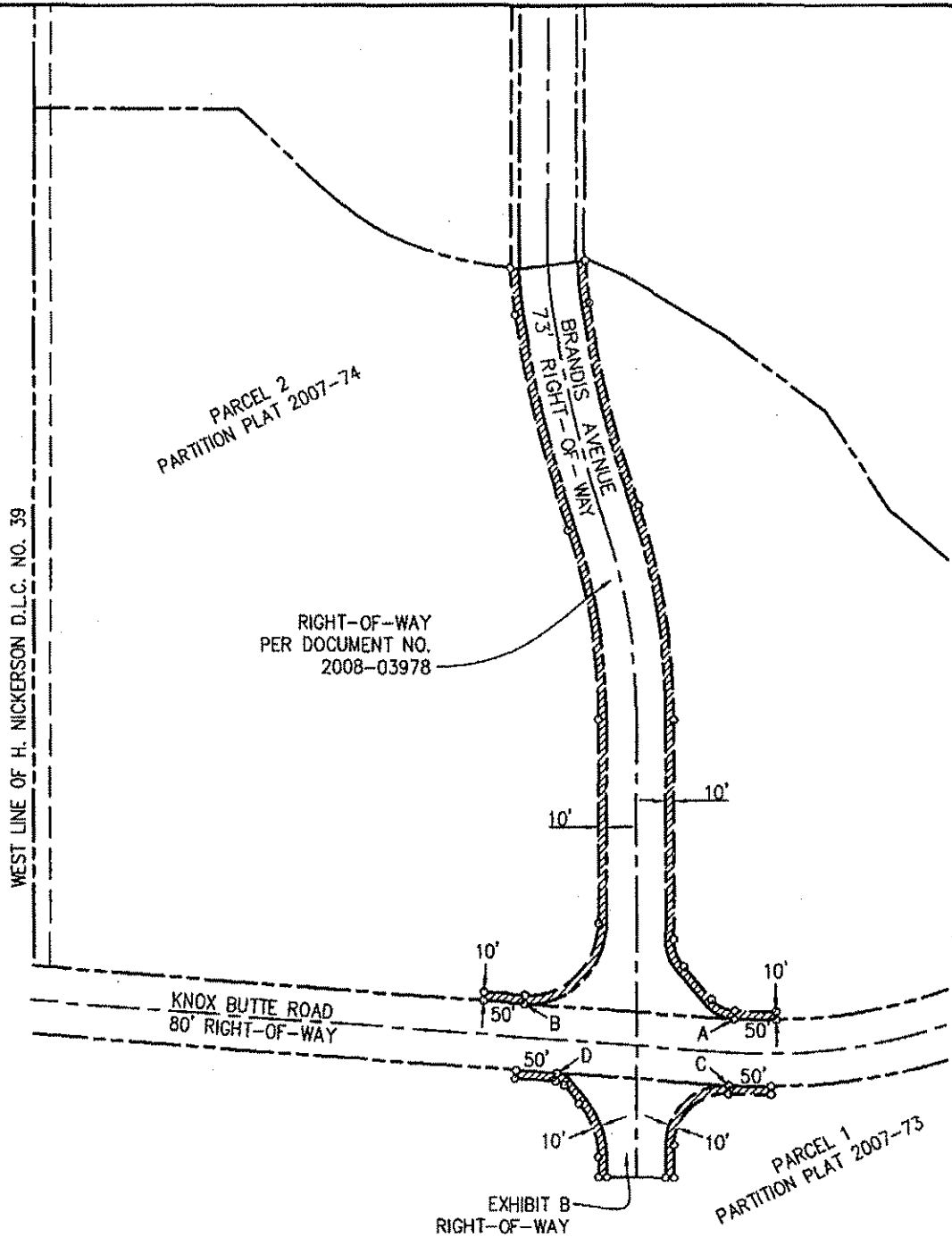
RIGHT-OF-WAY

CENTERLINE

PROPOSED SLOPE AND UTILITY EASEMENT



SCALE 1"=200'



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Clell Goodwin

OREGON
JULY 30, 1976
CLELL GOODWIN
1078

EXPIRES JUNE 30, 2009



**BALZHISER
& HUBBARD**
ENGINEERS

MECHANICAL
ELECTRICAL
CIVIL
TRANSPORTATION
SURVEYORS

100 WEST 13TH AVENUE
EUGENE, OR 97401
P: 541-686-8478
F: 541-345-5303

**SLOPE AND UTILITY EASEMENT
PARCEL 2 OF PARTITION PLAT 2007-74
PARCEL 1 OF PARTITION PLAT 2007-73**

PROJECT 2100-022-06

DATE: JULY 30, 2008

FILENAME: BOUNDARY.dwg

TAX MAP 11-03-03 AND TAX MAP 10-34-03

SHEET No.

**EXHIBIT
B**

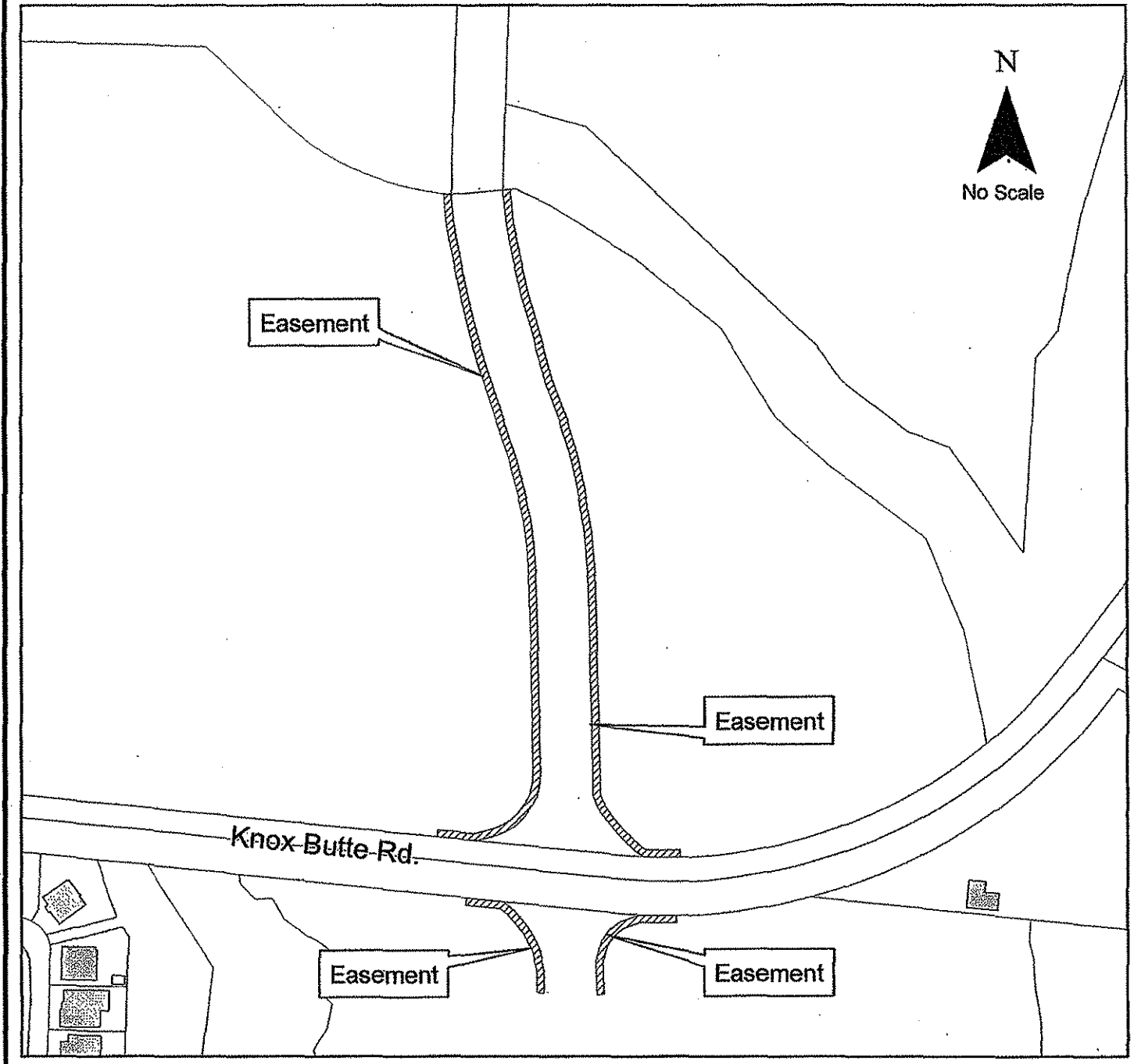
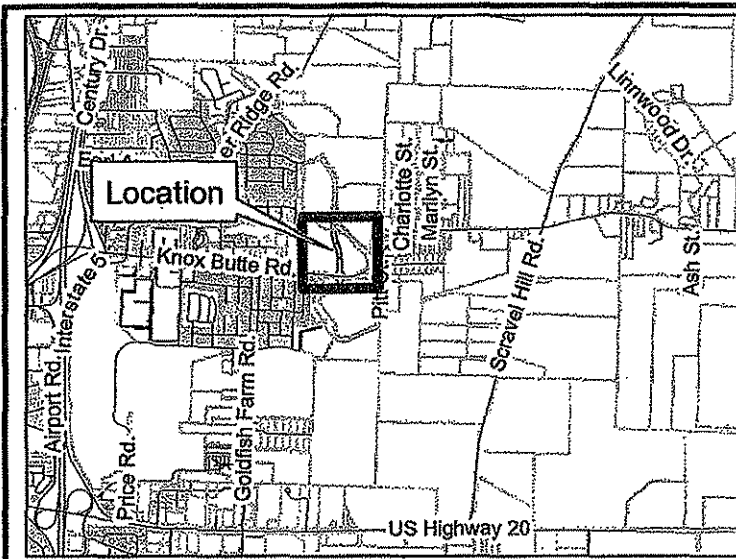
EXHIBIT C

11SO3W03B 00101 and
11SO3W03C 00100

Slope and Utility Easement related
to construction of a new public
school.



Geographic Information Services



RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE FOLLOWING SLOPE AND PUBLIC UTILITIES EASEMENT:

Grantor

Purpose

Greater Albany Public School District 8J

10-foot wide slope and public utility easement adjacent to the Brandis Avenue right-of-way, in connection with the street project to Timber Ridge School.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby accept this slope and franchise utility easement.

DATED AND EFFECTIVE THIS 27TH DAY OF AUGUST 2008.

Mayor

ATTEST:

City Clerk

SLOPE AND FRANCHISED PUBLIC UTILITIES EASEMENT

THIS AGREEMENT, made and entered into this 19 day of August, 2008, by and between Greater Albany Public School District 8J, hereinafter called Grantor, and the CITY OF ALBANY, a Municipal Corporation, herein called "City."

WITNESSETH:

That for and in consideration of the total compensation to be paid by the City, the grantor has this day bargained and sold and by these presents does bargain, sell, convey, and transfer unto the City of Albany and Utility Companies with Franchise Agreements with the City, an easement and right-of-way, including the right to enter upon the real property hereinafter described, and to place, maintain and repair public utilities and the roadway fill slope for the purpose of conveying public franchised utilities services and the roadway fill slope over, across, through, and under the lands hereinafter described, together with the right to excavate and refill ditches and/or trenches for the location of the said public utilities and roadway fill slope and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said public utilities and roadway fill slope.

This agreement is subject to the following terms and conditions:

1. The right-of-way hereby granted consists of:

See legal description on attached Exhibit A and maps on attached Exhibits B and C.
2. The permanent easement described herein grants to the City, and to its successors, assigns, authorized agents, or contractors, the perpetual right to enter upon said easement at any time that it may see fit, for construction, maintenance, evaluation and/or repair purposes.
3. The easement granted is in consideration of \$1.00, receipt of which is acknowledged by the Grantor, and in further consideration of the public improvements to be placed upon said property and the benefits grantors may obtain therefrom.
4. The Grantor does hereby covenant with the City that they are lawfully seized and possessed of the real property above-described and that they have a good and lawful right to convey it or any part thereof and that they will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.
5. Upon performing any maintenance, the City or Franchise Utilities shall return the site to original or better condition.
6. No permanent structure shall be constructed on this easement.

IN WITNESS WHEREOF, the Grantor has hereunto fixed their hand and seal the day and year written below.

GRANTORS:

Maria Delapoer
Maria Delapoer, Superintendent

Greater Albany Public School District 8J

STATE OF OREGON)
County of Linn) ss.
City of Albany)

The foregoing instrument was acknowledged before me this 14th day of August, 2008, by Maria Delapoer as their voluntary act and deed.



Lori Dyal
Notary Public for Oregon
My Commission Expires: 01/23/10

CITY OF ALBANY:

STATE OF OREGON)
County of Linn) ss.
City of Albany)

I, Wes Hare, as City Manager of the City of Albany, Oregon, pursuant to Resolution Number _____, do hereby accept on behalf of the City of Albany, the above instrument pursuant to the terms thereof this _____ day of _____ 2008.

City Manager

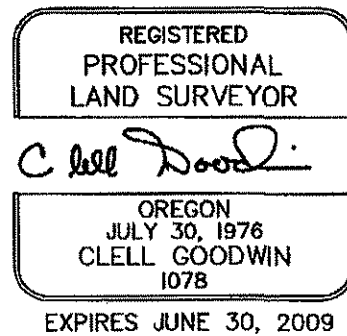
ATTEST:

City Clerk

**EXHIBIT A
DESCRIPTION FOR SLOPE AND UTILITY EASEMENT
PARCEL 2 OF PARTITION PLAT 2008-02**

BEING A PORTION OF PARCEL 2 OF PARTITION PLAT 2008-02 IN THE LINN COUNTY RECORD BOOK OF PARTITION PLATS WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TEN (10.00) FOOT WIDE STRIP LYING CONTIGUOUS TO AND EASTERLY OF THE RIGHT-OF-WAY OF BRANDIS AVENUE (SEVENTY FEET WIDE) AS DEDICATED ON PARTITION PLAT 2007-74 AND SHOWN ON PARTITION PLAT 2008-02 OF THE LINN COUNTY RECORD BOOK OF PARTITION PLATS. SAID TEN-FOOT STRIP TO RUN CONTINUOUSLY FROM THE NORTH BOUNDARY OF SAID PARCEL 2 TO THE SOUTH BOUNDARY THEREOF.

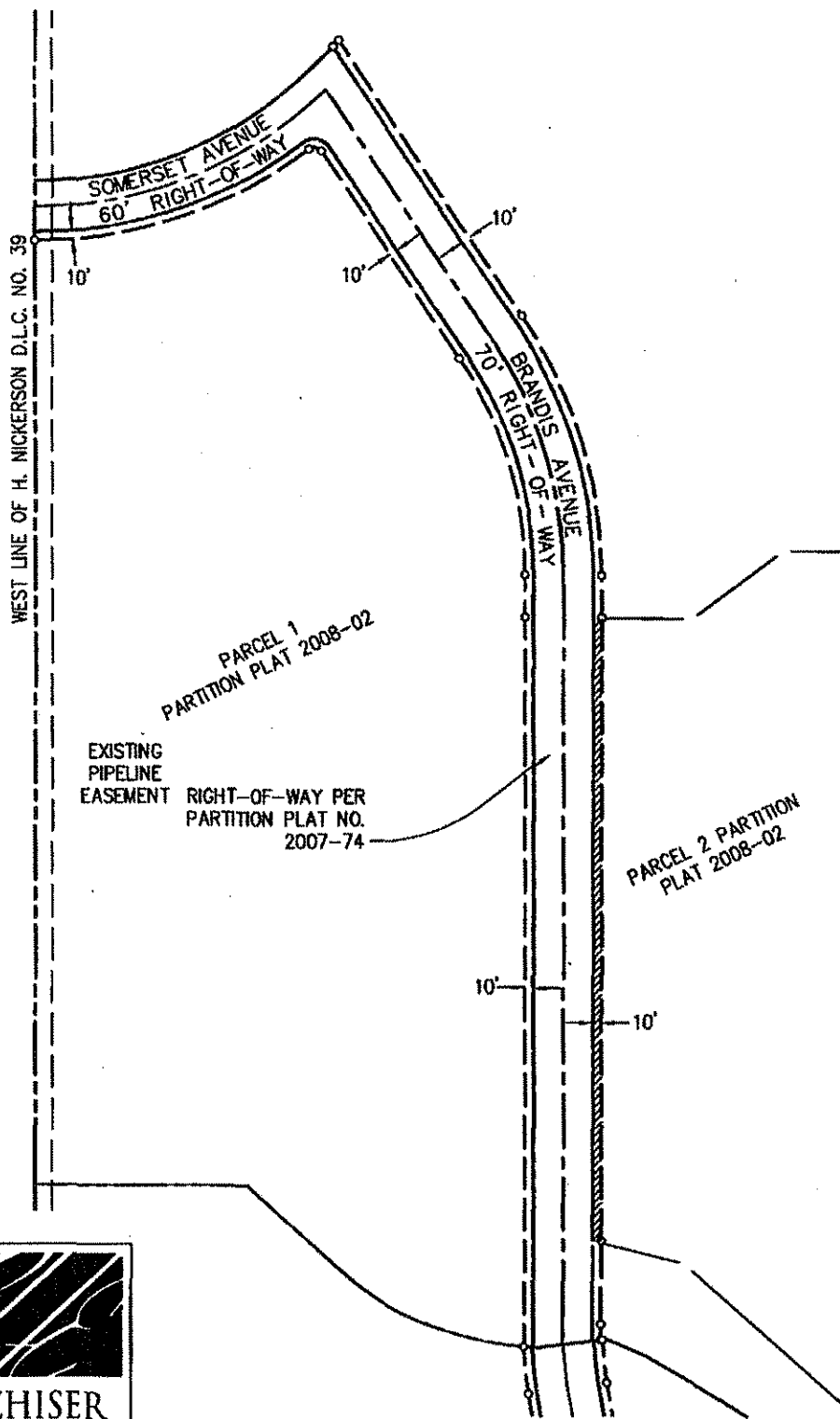


LEGEND

- PROPERTY LINE
- RIGHT-OF-WAY
- CENTERLINE
- /////
PROPOSED SLOPE AND UTILITY EASEMENT



SCALE 1"=200'



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Clell Goodwin

OREGON
JULY 30, 1976
CLELL GOODWIN
1078

EXPIRES JUNE 30, 2009



**BALZHISER
& HUBBARD
ENGINEERS**

- MECHANICAL
- ELECTRICAL
- CIVIL
- TRANSPORTATION
- SURVEYORS

100 WEST 13TH AVENUE
EUGENE, OR 97401
P: 541-686-8478
F: 541-345-5303

**SLOPE AND UTILITY EASEMENT
PARCEL 1 OF PARTITION PLAT 2008-02**

PROJECT 2100-022-06
DATE: JULY 30, 2008
FILENAME: BOUNDARY.dwg
TAX MAP 11-03-03 AND TAX MAP 10-34-03

SHEET No.
**EXHIBIT
B**

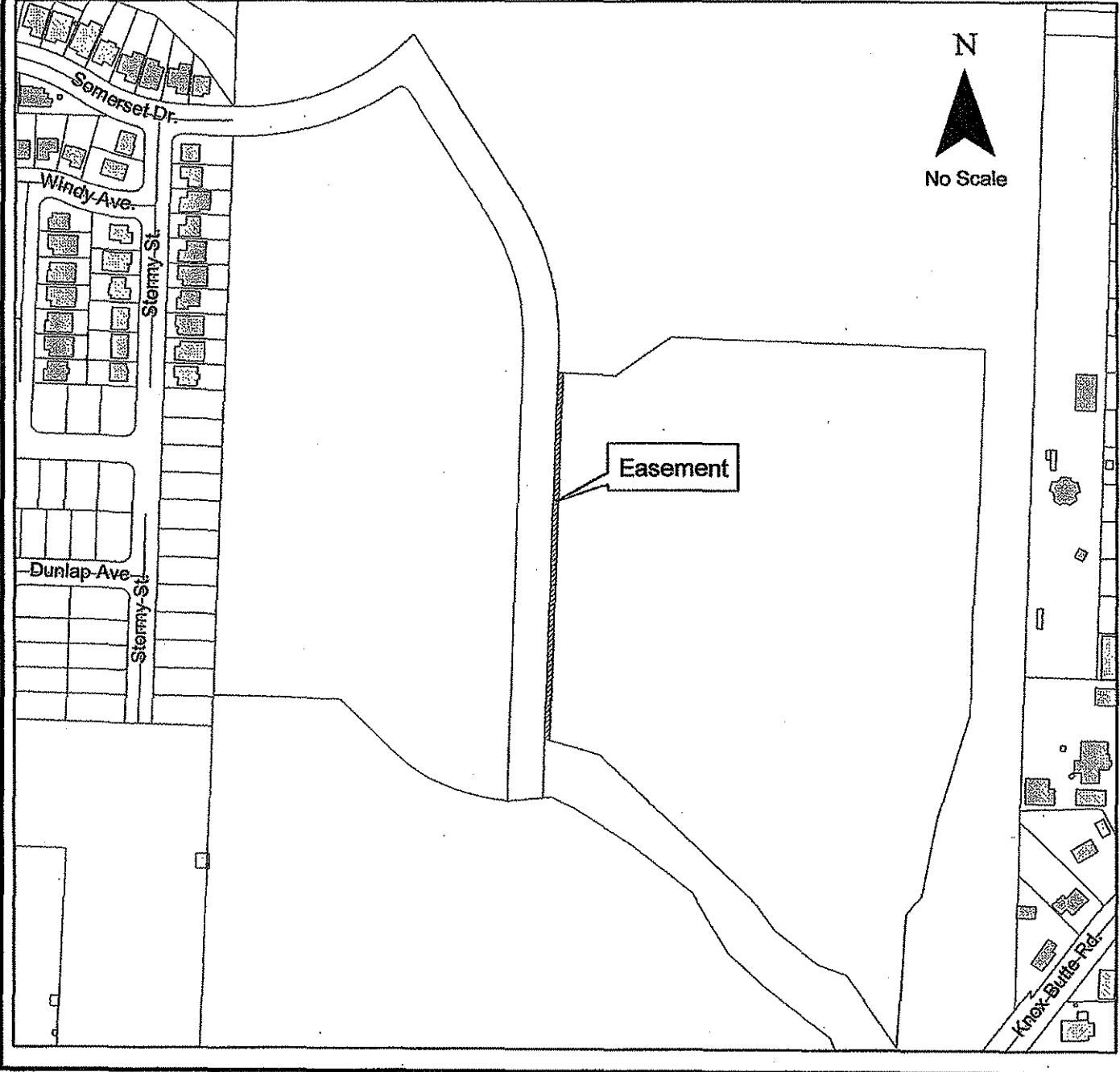
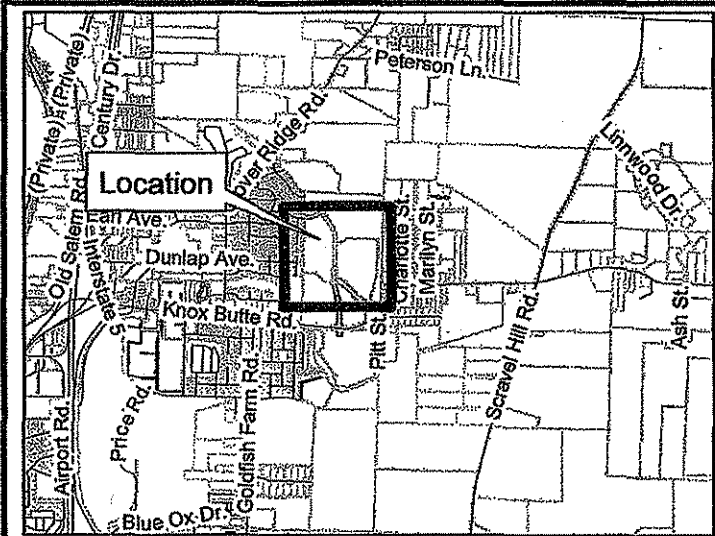
EXHIBIT C

11SO3W03B 00102

Slope and Utility Easement related to construction of a new public school.



Geographic Information Services





TO: Albany City Council
FROM: Bessie Johnson, City Councilor
DATE: August 13, 2008, for August 27, 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 Human Relations Commission:

Human Relations Commission

Kim Whitley

[appointment to fill vacant position due to Anna Anderson's resignation; expires December 31, 2009]

Discussion:

None.

Budget Impact:

None.

Attachment

BJ:ldh

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BOARD, COMMISSION, AND COMMITTEE APPLICATION/NOMINATION

RECEIVED
DEC 06 2007
City of Albany
City Managers Office

(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:

Budget Committee, Central Albany Revitalization Area, Human Relations Commission, Joint Water Project, Senior Center Endowment Committee, Planning Commission
(List all that apply)

Name: Kim Whitley

Preferred First Name: Kim

Residential Information:	
Home Address: <u>3530 NW Mariposa Drive</u>	Phone: _____
<u>Albany, OR 97321</u>	Cellular: _____ (Optional)
E-mail: _____	Fax: _____ (Optional)

Employment Information:	
Employer's Name: <u>Samaritan Health Services</u>	Phone: _____
Work Address: _____	Cellular: _____ (Optional)
E-mail: _____	Fax: _____ (Optional)

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 _____
Chief Operating Officer, Samaritan Health Plan Operations - a division
of Samaritan Health Services

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

OVER

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

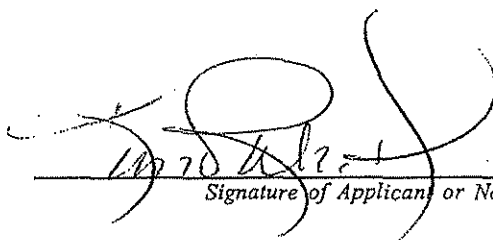
- participate in several State Committees related to Health Insurance:
DMAP Contractors Committee, DMAP Rules and Contracts
- organized annual caroling event to home bound individuals within
Albany
- Volunteer with Community Outreach providing free Health Clinic
services in Albany, Lebanon, and Corvallis

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

I am interesting in collaborating with other service minded Albany
residents and becoming more involved in the Community of Albany.

- What contributions do you hope to make?

I hope that my skills and experience in leadership, employee and project
management and negotiations can assist a committee in progressing
initiatives forward and accomplishing their goals.


Signature of Applicant or Nominator

12/6/07
Date



TO: Albany City Council

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

FROM: Peter Harr, P.E., Civil Engineer III *[Signature]*
 Mark Yeager, Utility Services Manager

DATE: August 20, 2008, for the August 27, 2008, Council Meeting

SUBJECT: Hydropower Project – Change Order Request

RELATES TO STRATEGIC PLAN THEME: • An Effective Government

Action Requested:

This memorandum provides a status update of the Hydropower Project and requests Council approval for a change order to CF Malm Engineering in an amount of approximately \$296,600 as part of the Design-Build project costs.

Discussion:

Project Background

In December 2006 the City entered into a \$1,558,000 construction/engineering agreement with CF Malm Engineers, Seattle, Washington, for the purpose of upgrading and refurbishing the existing hydropower equipment at the Vine Street Water Treatment Plant. This agreement was based on a design-build concept, and involves replacing one of the two existing turbine-generators with a new system, capable of delivering 500-kW of power.

Project Work Review & Status

Since commencing work in December 2006, good progress has been made on the project. Currently, the project is more than 90 percent complete. A brief summary of some of the significant milestones achieved to date are as shown in **Table 1**.

Table 1

<u>Date</u>	<u>Project Progress</u>
December 2006	Design/Build project work begins.
January 2007	Demolition of one of the two existing turbine-generator units is completed. The second unit is being preserved for historic purposes. Existing switchgear, which features open knife gate switches, is also being preserved on site.
March 2007	Engineering team successfully concludes negotiations and a purchase agreement for new turbine-generator equipment, after travelling to China and meeting with the Chinese manufacturer.
May 2007	Pacific Power Interconnection Study Report is received, outlining the details of power delivery onto the local grid.
October 2007	Contractor removes an extensive amount of silt from the turbine tailrace-discharge area, which had accumulated during 20 years of system inactivity. Concurrently, detailed layout work continues on the existing turbine deck where the new equipment will be installed.

November 2007	Work is initiated on a Power Purchase Agreement with Pacific Power.
January 2008	Engineering team travels to China and completes final equipment technical issues and equipment delivery details.
February 2008	Work on the Pacific Power Interconnection Agreement continues.
March 2008	Pacific Power Purchase Agreement is finalized.
April 2008	All major turbine and generator equipment arrives safely on site.
July 2008	Installation of entire turbine-generator unit is completed, with the aid of an on-site Chinese engineering team. Final electrical conduit and wiring work is begun. Interconnection Agreement with Pacific Power is finalized.

Additional Design-Build Engineering & Construction Costs

Despite the extensive progress made to date, several project elements have been encountered that require additional work beyond what was originally anticipated by the City and the Engineer. These elements are due to unknown and unforeseen circumstances, which could not be reasonably anticipated as part of the October 2006 CF Malm Engineering Report, and which are typically dealt with by issuing a change order. The cost for this unanticipated work will increase the design-build contract costs more than 10-percent of the original contract. Therefore, City Council approval is required for this Change Order. Specifically, the extra work encountered concerns the following:

- Pacific Power Interconnection Components (\$115,600): These costs account for transformer enclosures and electrical switches required to safely deliver power onto the local grid. Several iterations of these components and the power delivery concept have been presented by Pacific Power during the course of construction. Overall, the final power connection costs are well beyond what the Engineer originally estimated and had included in the Design/Build budget.
- Turbine Discharge Bank Erosion (\$110,000): This work concerns bank erosion that has taken place at the river level behind the turbine discharge draft tube, over the decades of system operation. Concrete work is now required to shore up and protect this area.
- Forebay Concrete Repairs (\$61,400): This work concerns the existing concrete intake structure, located upstream of the penstock pipe. As part of other work in this area, some major and some minor leakage was recently discovered in this nearly 90-year old structure. Repair work is needed to ensure this structure can withstand the full hydraulic head of the Canal under operating conditions.
- Canal Intake Trash Barrier (\$11,100): The water intake area has received a new automatic trash rack to remove leaves and other small debris. However, occasionally larger floating debris enters the Canal which could potentially damage this new equipment. To prevent this, a floating trash barrier will be added to prevent larger, coarse material from entering the intake area and damaging the equipment.
- Pacific Power Interconnection Agreement (\$149,000): The City and the Engineer did not anticipate that Pacific Power was going to charge additional costs associated with an Interconnection Agreement. This is an agreement required by Pacific Power and reimburses them for their direct engineering design and construction costs in order to receive the generated power. These costs also reflect a separate System Impact Study which Pacific Power needed to produce. Staff attempted to work with Pacific Power to minimize these costs.

Staff recommends that Council approve Change Order 3 to complete the work outlined above.

Based on these changes and two previous smaller Change Orders, the revised Design-Build project cost is estimated as shown below in **Table 2**. Change Order 3 will place these costs above 10-percent of the original contract.

It should be noted that the project will be receiving some grants and credits that were not originally anticipated. In addition to the \$475,000 grant from the Oregon Energy Trust. The City was notified this month that we would also be receiving a small \$25,000 grant from the Pacific Power Blue Sky program. In addition, the project will very likely be able to sell some Business Energy Tax Credits resulting from the overall project costs. These credits were somewhat uncertain as to their availability and market value at the time of project initiation. Now, however, these credits have gained considerably in their marketability and potential value. The additional grant and credit funding is also shown in Table 2.

Table 2

Amounts shown have been rounded to the nearest \$100.

Project Components	Estimated Cost at Time of Design/Build Contract	Estimated Final Cost
I. Engineering & Construction Costs		
a. Engineering Design/Build Contract	\$ 1,558,000	\$ 1,558,000
b. Change Order No. 1	n/a	\$ 20,700
c. Change Order No. 2	n/a	\$ 46,300
d. Change Order No. 3	n/a	\$ 298,100
e. Pacific Power Interconnection Costs	n/a	\$ 149,000
<i>Subtotal Engineering/Construction Cost</i>	\$ 1,558,000	\$ 2,072,100
II. Grants & Credits		
a. Oregon Energy Trust	\$ 475,000	\$ 475,000
b. Pacific Power Blue Sky Grant	n/a	\$ 25,000
c. Business Energy Tax Credits (estimate)	n/a	\$ 455,500
<i>Grant & Credits Subtotal</i>	\$ 475,000	\$ 955,000
<i>Net Total Project Cost To City</i>	\$ 1,083,000	\$ 1,117,100
<i>Under/(Over) Project Budget</i>		\$ 34,100

Projected Operational Costs & Income

Using the above costs, and the latest forecasts for project revenue, **Table 3** summarizes and updates the project operational costs. Note that the projected revenues are based upon a review of South Santiam river flows for over a 40-year period. It also reflects a Canal hydraulic capacity of at least 190 cfs. This capacity now appears to be a reasonable assumption based upon the very extensive efforts undertaken during the last year to improve the Canal's capacity and recent flow test that have been conducted.

Due to the unique skills and knowledge required to operate the new project, it is assumed that operations and maintenance will be preformed via a contract with a firm specialized in this work. Staff will explore further with CF Malm their willingness and costs to provide these services. Note that the costs shown in **Table 3** also include a set-aside for equipment replacement. Based

on these figures and assumptions, the project is anticipated to have a positive cash flow from the outset, assuming river flows match historical flows.

Table 3

<u>Items</u>	<u>Total Project Cost</u>
<u>Project Revenue</u>	
Estimated Annual Avg. Power Production – kw-hr	\$2,800,000
Projected Avg. Power Sale Rate- \$/kw-hr	\$ 0.073
Gross Annual Revenue	\$ 204,400
Subtotal – Revenue	\$ 204,400
<u>Project Operational Costs</u>	
Albany Staff Costs & Misc. Expenses	\$ 12,500
Contract Operational Services & Equipment set-aside	\$ 62,300
Project Bond Repayment – estimated	\$ 60,700
Subtotal – Costs	\$ 135,500
Net Annual Cash Flow	\$ 68,900

Budget Impact:

Based upon the foregoing, the project construction-engineering cost will be approximately \$1,115,600, after taking into account grants and the sale of available energy tax credits. This project is funded from the Water Bond Fund and there are adequate funds for the project.

PH:kw



TO: Albany City Council
VIA: Wes Hare, City Manager
Bob Woods, Management Systems Director *BW*
FROM: Will Norris, Intern *WN*
DATE: August 20, 2008, for the August 27, 2008, City Council Meeting
SUBJECT: Creation of a Property Manager Staff Position
RELATES TO STRATEGIC PLAN THEME: • Effective Government

Action Requested:

Information only.

Discussion:

The attached analysis includes:

- Salary survey and descriptions of similar positions within other Oregon cities
- Information about city-owned properties and leases
- Description of current property management activities within the city
- Description of possible workloads and applications of a property manager within the city
- General description of a property manager
- List of duties normally assigned to a property manager

Executive Summary:

On June 23, 2008, the Council directed staff to analyze hiring a property manager for the City of Albany. After conducting staff interviews, contacting other Oregon cities, and analyzing city leases and property holdings, it is recommended that the current property management activities within the city do not necessitate the creation of a property manager position. The current estimate is that the annual workload for a property manager will range from 250 to 1000 hours per year.

While a full-time position could not be filled with property management work, it should be noted that the City of Albany is not currently maximizing the value of its land holdings. Airport leases are noted to be below market as a result of a Department of Aviation sponsored survey and as of August 8, 2008, roughly 25 percent (8 of 31) of tenants are delinquent in their payments. These delinquent tenants are not charged late penalties or interest on their accounts and are not referred to collection agencies. There has also been anecdotal evidence cited by various City staff indicating a perception that the city may be paying a premium for land purchases and not receiving maximum return on investment when disposing of properties. The City of Albany obtains independent appraisals for land purchases and has the option to condemn if a property owner is asking for an unreasonable sum.

The current total annual lease revenue of \$56,095 is currently used to support expenses in the funds that own the subject properties. This revenue, in and of itself, would not offset the mean annual cost estimate of \$122,881 associated with having a property manager on staff.

Creation of a Property Manager Staff Position

Page 2

August 20, 2008

Other revenues/savings that may accrue from land purchases/sales resulting from retaining a professional staff person would require the services of a real estate professional and a comprehensive study to obtain this information. Other cities in Oregon that employ property managers are the cities of Salem, Eugene, Bend, and Springfield. The position within the City of Springfield is part-time. No cities in Oregon smaller than Bend, population 77,760, employ a full-time property manager.

A property manager would be useful for improving the organization of the city's property holdings. Knowledge of city property holdings is widely dispersed throughout the organization. However, making these improvements is a one time project that could be implemented with retaining outside consultant assistance along with staff time.

After studying the city's property holdings, separating the parcels that looked to be the most apt for disposal and then meeting with various staff persons to determine their purposes and history, there were no obvious surplus lands of any significant size located which could be easily liquidated. Properties which could be liquidated would either need to be subdivided to separate the unused portions from the portions in active use for city purposes, require easements for access to city utilities, were likely unmarketable, or would require further studies to determine habitability.

The position of a property manager could be fully utilized within the City of Albany if the Council chose to take a significantly more active and aggressive role in managing its properties and using the newly created position as a tool to stimulate development. Examples of such activities would be an increased use of eminent domain to acquire blighted properties and manage their redevelopment, creating and managing a bank of wetland mitigation credits, and leasing city-owned property to attractive tenants at below market rates to encourage desirable uses.

It is additionally noted that in evaluating the creation of a new position, there should also be recognition that positions in other operations might also be desired. Any preference by the Council should consider needs not covered in this review.

Budget Impact:

Complete cost estimates are between \$101,940 and \$148,011 per year with an upfront cost of \$21,483 for equipment. The true cost will likely be on the lower end of these estimates because Albany is significantly smaller than other cities with this position.

No funding source is identified at this time.

WFN:de
Attachment

U:\Administrative Services\City Manager's Office\Property Manager Exec Summary Current (2).docx

Property Management Activities within Other Oregon Cities

Springfield, population 57,320

The City of Springfield employs a part-time property management coordinator on staff. This position works under the direction of the community services manager. The responsibilities and duties of the position include:

- Leasing, selling, purchasing, marketing residential property and the city-owned industrial complex of Booth Kelly Center
- Advertises, shows, and negotiates lease space
- Writes and monitors leases of residential, commercial, and industrial properties
- Monitors and manages contractual agreements related to property leasing, development, and marketing
- Works with city departments, professional consultants, developers, appraisers, and business and community representatives
- Negotiates right-of-way and other land acquisitions on behalf of the city
- Negotiates easement agreements
- Writes letters of opinion of value to support staff in property acquisition or sales
- Responds to public inquiries about city-owned property and property management activities
- Works as a team member on various management objectives of the Development Services Department and Public Works Department
- Oversees collection of rents and leases, and reports budget activities to the Finance Department

The property management coordinator manages 21 business leases within the Booth Kelly Center, leases two buildings to other governmental agencies, one house on farm acreage, as well as a changing number of residential properties.

This position was created in 1986. At this time, the City of Springfield had recently acquired the Booth Kelly industrial property as well as foreclosed on 1,100 residential properties which needed to be sold. The current property management coordinator, De Little, is a licensed real estate broker and holds an interdisciplinary Master's degree with a minor in business. To keep current on rental rates, she attends real estate classes, maintains her real estate license, and keeps in contact with a network of brokers and appraisers.

This position is currently part-time. The property management coordinator at the City of Springfield also supervises the business license program and processes all liquor licenses. The position is additionally funded at 1/5 FTE conducting right-of-way appraisals for the Public Works Department.

Corvallis, population 54,890

The City of Corvallis does not have a dedicated property manager. Instead, Corvallis manages their property similarly to the City of Albany. Each department usually has a specific staff member who is designated to perform any property management duties on an as needed basis.

Corvallis leases several properties to individuals and nonprofit organizations. Their airport leases include 35 land leases, three land lease options, 47 t-hangar leases, one farm lease/contract with Venell Farms, and agreements with 15 law enforcement agencies for day use of the closed runway. Marketing for the airport is contracted to the economic development arm of the Corvallis-Benton Chamber Coalition. Property management issues at the airport are dealt with by the airport program specialist.

Several city-owned homes are located on the Corvallis' wastewater treatment plant site. These homes are rented to wastewater treatment plant employees. These employees provide overnight security and respond to after-hour emergencies when needed.

Corvallis Parks and Recreation leases several sites. Some properties are rented to city employees and a nonprofit education program. Additionally, space is leased to the "Dial-a-Bus" program at the Senior Center for below market rates. Parks & Recreation has one facility leased to private renters for slightly below market rates due to potable water issues.

The City of Corvallis occasionally requires market appraisals for municipal buildings for insurance purposes. Additionally, the city manager will appoint a staff member to obtain an appraisal when the city is considering a land purchase. It was noted that municipal land purchases rarely occur.

The cities of Tigard, Lake Oswego, Keizer, and McMinnville were also contacted but declined to respond.

Current Property Management Activities within the City of Albany

The responsibilities of a property manager are dispersed throughout City of Albany staff. Each department usually has a designated person(s) who conducts property acquisitions or disposals on an as needed basis.

Property disposals are sometimes contracted through an agreement with the Oregon State University. OSU auctions the property, taking their fee out of the proceeds of the sale.

There are advantages of managing properties in this decentralized manner. When departments are locating and negotiating for property, they understand their relative priorities and can more swiftly modify deals to suit those needs. Mark Shepard, Assistant Public Works Director, noted that having engineering project managers conduct their own property acquisitions allows them flexibility. Engineering project managers have the specialized knowledge which allows them to make immediate project revisions if a property owner is resistant to selling their property. This agility may be lost if departments are required to use a centralized property manager.

Apart from Engineering and Parks and Recreation, city departments rarely conduct property transactions. Accordingly, staff within these departments do not maintain relationships with real estate professionals and familiarity with property markets. This may result in the City of Albany paying more for property acquisitions and overlooking potentially attractive sites. Anecdotal evidence of this has been presented by several staff, however, a quantifiable measure of this cannot be estimated without the expertise of a real estate professional. Additionally, the city obtains independent appraisals for property transactions and has the ability to condemn properties if their owners are asking for unreasonable sums.

Lease payments to the City of Albany are processed through accounts receivable within the Finance Department.

Current Leases Include:

- A Church on 401 Main Street
- A parking lot on 1100 Salem Avenue
- Acreage at Bryant Park
- 28 lease agreements at the Municipal Airport

The payments from these leases amount to \$56,094.65 annually. Of the total 31 leases that the city holds, as of August 8, 2008, eight accounts or roughly 25 percent, have past due balances totaling \$15,161.77. There are also two former tenants who still owe the city payments totaling another \$750.00.



Diane Wood, Purchasing Coordinator, helps draft new leases as well as processes property acquisitions and disposals, therefore performing a portion of a property manager's duties. She obtained her sales associate license in real estate in 1992. Related to property management, the purchasing coordinator's job description includes the following duty:

- Maintains city property records; assists in sales and acquisitions.

Ms. Wood noted that her property related workload varies widely depending upon the number of property acquisitions and disposals which occur in a given year. She also believed that the city could benefit from a concerted effort to organize its property holdings, but did not believe that there were enough ongoing property management activities to necessitate a full-time position.

Between two and three airport leases become eligible for renewal each year. These lease renegotiations can take as little as 20 hours of staff time to complete. However, if the negotiations become protracted, the process can take several hundred staff hours to complete. Because these airport leases have been negotiated by many different personnel over the years, there are inconsistencies in their terms.



All land leases at the airport are discounted at 5 percent for prepayment. There is a \$10 late payment charge. Land leases also include a 0.75 percent interest charge on late balances. The City of Albany does not enforce late payment fees or interest to delinquent accounts. Additionally, the city has not utilized collection agency services for exceedingly past due accounts. Currently, the airport manager is not automatically notified when an account becomes delinquent and therefore is not in a position to more actively manage the payments. An airport ground lease survey commissioned by the State Department of Aviation and conducted by the firm of Duncan and Brown in 2007, found that the lease rates at the Albany

Municipal Airport were below market.

The potential for increased activity in operating future leases under the supervision of a property manager could not be determined. Unneeded structures on land acquired by the city over the last several years have been substandard and likely could not be leased. Accordingly, they have been demolished. Public Works intends to purchase the approximately four properties adjacent to the wastewater treatment plant as they come for sale. The intent is to accommodate future plant expansion which may occur 20 years or more in the future. These homes could not be leased due to a prior Council directive to demolish them.

Possible Workloads and Applications

The current property management activities within the City of Albany, once consolidated, is not anticipated to require a full-time position's worth of work. A very rough approximation of workload is between 250 and 1000 hours per year. This dramatic variance in workload estimations stems from many staff persons providing time estimates for normal years requiring several hours of their time and years when they needed to purchase a property requiring several hundred hours of their time. Therefore, the potential workload for a property manager primarily depends on the number of property acquisitions and disposals transacted per year.

Engineering acquires and disposes of the most properties of any department. This workload is about three to four properties per year. Both the Police and Fire Departments are examining the possibility of acquiring land in the near future for new stations.

Additionally, Guy Mayes, Public Works Special Projects Coordinator, expressed that he expects to acquire land to house the City's bus fleet and maintenance within the next several years. Mayes noted that the process of obtaining federal funds to assist with the construction of new bus facilities is expedited if the city already owns the proposed construction site. After acquiring properties for these purposes, these departments will likely not acquire additional properties for another decade.

A property manager would be helpful to organize and hold knowledge concerning the City's properties. The city does not have a comprehensive list of its properties. The City's GIS database currently has 290 parcels listed as being owned by the City of Albany. 53 of these parcels have addresses associated with them. There are roughly 180 city-owned parcels that are not obviously right-of-ways, drainage areas, or barrier strips. This number overestimates the actual number of usable parcels that the city owns because of the way that the parcels are divided. For example, the Vine Street Plant and associated holding ponds occupies 11 parcels. The new wastewater treatment plant occupies a similar number of parcels. Most City parks appear to occupy about five city-owned parcels. In addition to these subdivided parcels, there are other parcels without an obvious purpose but are also not of significant or useful size. These complicating factors did not allow a comprehensive inventory of usable parcels to be compiled for this analysis.

After studying the City's property holdings, separating the parcels that looked to be the most apt for disposal, and then meeting with various staff persons, there were no obvious surplus lands of any significant size located. Three undeveloped parcels were located on the corner of Ninth and Jackson which are plainly surplus. These parcels have had several interested buyers who have then decided not to purchase the properties after examining their small size and zoning designation. After working with Betty Langwell, the City Recorder, and Diane Wood, the Purchasing Coordinator, the original reason why the city owns these parcels could not be determined. There are about five other properties which possibly could be partially liquidated with caveats. These properties would either need to be subdivided to separate the unused portions from the portions in active use for city purposes, require easements for access to city utilities, or require further studies to determine habitability. There are also remnant parcels which are only valuable to the property owners directly adjacent, and thus, not highly marketable. Lastly, there is a relatively large unused city parcel along State Highway 99 near LBCC, however, this cannot be liquidated because the deed carries an agreement that the parcel reverts back to original ownership if not used for public purposes.

The Burkhardt reservoir has been identified as city-owned property which could be liquidated. This reservoir has been empty since at least 1994. The amount of concrete and the odd shape of the parcel could limit the properties development prospects and marketability. Furthermore, it



it should be determined that no other departments could utilize the property before it is liquidated. Additionally, an old dumpsite along the Calapooia River has been mentioned by a staff member as a parcel for liquidation. After consulting with other staff, it was revealed that this property likely contains hazardous waste. A study of the property would likely need to be conducted before the city could dispose of it. In a similar situation, a parcel was identified as likely surplus by one staff member only to have another reveal that it held important cultural significance.



Having a dedicated property manager on staff to centralize this dispersed property information could clear misunderstandings about property statuses, uses, and history. A property manager would also be in the position to understand each department's property needs to plan for long-range property acquisitions and ensure that parcels are not prematurely liquidated. Both the Police and Parks and Recreation Departments noted that they would find it helpful to have easy access to city property information. The Police would like to inventory possible sites for training, and Parks would like to identify future sites for development.

Another application for a property manager would be to work with the Central Albany Revitalization Area. Some cities choose to take active roles in the revitalization of their urban renewal districts by condemning blighted properties and either redeveloping them through requests for proposals or leasing the acquired properties to attractive tenants at below market rates. Kate Porsche, Urban Renewal Manager, has experience in property management and likely could fulfill this need if the CARA Board so decides. It should be noted, however, that she currently has a full workload; therefore this remains a potential use for a property manager. Additionally, the City of Eugene actively manages their wetlands to maintain a bank of mitigation credits. These credits are then used as a negotiating tool when in discussions with developers. The City of Albany owns several large parcels of wetlands around the Calapooia River which make this a potential opportunity.

Associated Costs

Salaries for this position elsewhere in Oregon vary between \$50,843.52 and \$80,376 annually. When the added cost of benefits are included, these figures shift upward to an estimated, \$79,315 and \$125,386 annually. The additional costs of creating this position, which include furniture, workstation, vehicle, boots, hard hat, vest, and a computer with software, are estimated to be \$21,483. Continuing costs related to this position, which include City Hall office space, central services, telephone services, computer and vehicle replacement, gasoline, meetings/conferences/trainings, and materials and supplies, are estimated to be \$22,625 annually.

Source	Minimum Yearly Salary	Mean Yearly Salary	Maximum Yearly Salary
Bureau of Labor Statistics (National, Local Government Specific)	-	\$60,130	-
Bureau of Labor Statistics (National, not industry Specific)	-	\$53,530	-
Bureau of Labor Statistics (Oregon, not industry Specific)	-	\$46,060	-
Salem	\$53,747.16	-	\$68,328
Eugene	\$59,217.60	-	\$73,777
Bend	\$58,332	-	\$80,376
Springfield	\$50,843.52	-	\$61,761

Associated Expenditures	Cost
One Time Costs:	
Furniture	\$ 400.00
Workstation	\$ 3,000.00
Vehicle	\$16,000.00
Boots/Hard Hat/Vest	\$ 300.00
Computer/Software	
Adobe	\$ 228.00
Microsoft Office	\$ 470.15
System w/ Display	\$ 1,085.45
Sub Total	\$21,483.60
On Going Costs	
City Hall Office Space	\$ 5,300.00
Central Services	\$ 7,600.00
Telephone/Cell Phone	\$ 500.00
Computer Replacement	\$ 595.00
Vehicle Replacement	\$ 1,500.00
Gasoline	\$ 3,700.00
Materials & Supplies	\$ 200.00
Meetings/Conferences/Training	\$ 3,000.00
License Renewal Fee	\$ 230.00
Sub Total	\$22,625.00
Total	\$44,108.60

Hiring a property manager has the potential to produce added revenue and cost savings to offset a portion of the property manager's cost. These offsetting benefits could come in the form of higher returns on leases, more favorable prices on property acquisitions and disposals, and swifter liquidation of property back to the tax rolls. Additionally, the city may benefit from having a staff person coordinating the City's future property needs. An accurate estimation of these offsetting revenues could not be determined for this analysis.

Job Description

Using the City of Bend, Eugene, and Salem as models, the following description for a property manager could encompass the duties that may be involved:

"The property manager serves as the lead professional in planning, developing, organizing, and managing real property activities for the City of Albany and the Central Albany Revitalization Area (CARA). The property manager is responsible for appraisals, appraisal reviews, acquisitions, disposals, leases, as well as relocation and general property consulting for city departments. The property manager is able to provide complex professional assistance to city staff regarding real property transactions, processes, legal requirements specific to public acquisitions, and the use of eminent domain."

Potential List of General Duties

- Supervises, negotiates, and conducts property acquisitions; including formal and informal appraisals or selection of appraisers; appraisal reviews and negotiations of fee purchases and easements in conformance with applicable state and federal laws.
- Oversees and conducts property management functions including leasing City/CARA owned properties, managing leased properties, and selling vacant land or improved properties. Works with the airport manager in managing and negotiating airport leases.
- Represents the City/CARA in condemnation cases and works with legal counsel and owner legal counsel to resolve issues as needed.
- Evaluates market for acquired land and properties by reviewing appraisals and surveying market prices. Determine sales price or plan alternative use for property to increase value of return. Plan and manage projects to develop property in order to increase its marketability or sales price. Plan marketing strategy including marketing current properties for different uses.
- Researches real estate properties, titles, and escrow administrations. Resolves issues regarding clearing titles for purchase of property.
- Organizes and maintains data system to track city-owned properties.
- Attends public meetings or hearings as required.
- Forecasts real estate planning functions, and develops budget recommendations for real estate functions.
- Researches and develops economic studies.
- Performs other duties as required to accomplish objectives of the position.

Recommendation

The current property management activities within the City of Albany do not necessitate the creation of a property manager position. While the City of Albany is not maximizing the value of its land holdings, may be paying a premium for land and not receiving maximum return when disposing of its unneeded property, it could not be definitively determined that rectifying these deficiencies would offset the mean annual cost estimate of \$113,660 for this position.

The services of a real estate professional and a comprehensive study would be needed to obtain this information. The City of Albany does obtain independent appraisals for land purchases and has the option to condemn if a property owner is asking for an unreasonable sum. There is also a need to better organize the City's property records and payment processes. This is a one time project which could be completed by a consultant or by prioritizing it above other existing projects utilizing existing current staff time. The position of a property manager could be fully utilized within the City of Albany if the Council chooses to take a significantly more active and aggressive role in managing the properties and using the newly created position as a tool to stimulate development.

In evaluating the creation of a new position, there should also be recognition that other positions in other operations might also be desired. Any preference by the Council should consider needs not covered in this review.


Oregon State University's Fee Structure for Property Disposal

Selling Price	Returned to the City
\$0 - \$40.00	\$0
\$40.01 - \$50.00	\$10
\$50.01 - \$350.00	60 percent
\$350.01 - \$1,500.00	75 percent
\$1,500.01 - \$10,000.00	85 percent
\$10,000.01 or more	90 percent
Service Charge per Item	\$40
Charge for Pickup of Property	\$0.45 per mile, \$15.00 per hour per person

Current Staff Time Estimates per Year

Staff Member	Lower (Hours)	Upper (Hours)
Guy Mayes	40	300
Mike Wolski	10	210
Ed Hodney	5	10
Kevin Kreitman	0	130
Mark Shepard	Indeterminate	Indeterminate
Linda Lamer	2	3
Diane Wood	Indeterminate	Indeterminate
Ed Gallagher	0	1600
Police Department	0	Indeterminate



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Ben Atchley, Police Captain 
DATE: August 14, 2008, for the August 27, 2008, City Council Meeting
SUBJECT: HEART Board of Directors Annual Report FY 2007-2008

RELATES TO STRATEGIC PLAN THEME: ● Effective Government

- A Safe City
- Great Neighborhoods

The Homeless Enrichment and Rehabilitation Team (HEART) board of directors organized formally earlier this year to provide continuity in community efforts to improve conditions for Albany's homeless population, and to capitalize on momentum generated by three community summits on the topic.

Charter members of the board are Ben Atchley, Albany Police Captain; Mike Koos, retired farmer and member of the Salvation Army Advisory Board; Barbara Thayer, homeless advocate; Roxanne Beach, Senior and Disability Services; Kim Sass, Samaritan Albany General Hospital Foundation; Terry Weygandt, Community Services Consortium; Randy Glaser, homeless advocate and member of the Albany Helping Hands Board; Donna Forrest, owner, MidValley Gems; Judith Hamilton, NP, Samaritan Albany General Hospital InReach Clinic; Annette Hobbs, Fish of Albany; and Marilyn Smith, City of Albany Public Information Officer.

The board meets monthly in an effort to continue to get information out to all those who are working with the homeless. The board's focus is to assist those who are already offering services and to identify areas of need. We also work to bring together service providers in an effort to optimize what is already being done.

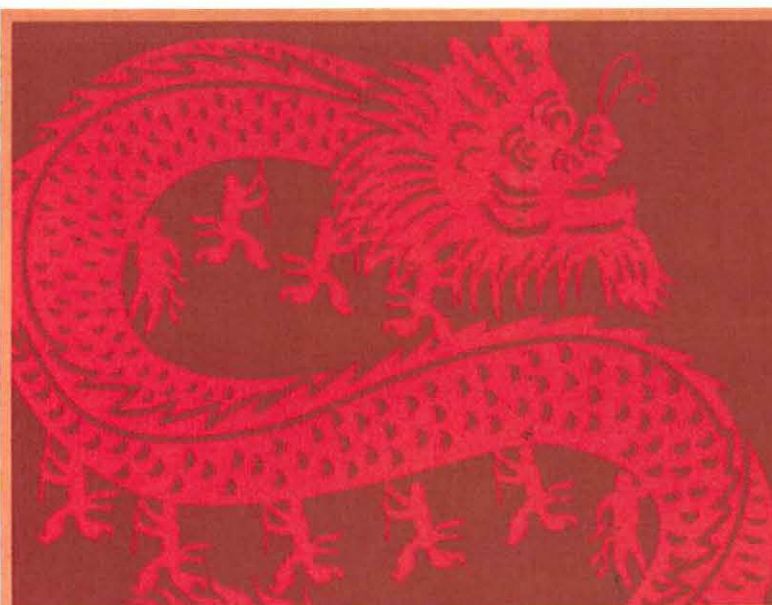
The board presents this report as a summary of its activities for the last year.

- The second HEART to Heart Resource Fair was held May 22, 2008, at the Swanson Fitness Center. More than 150 people were assisted to services ranging from health care to housing options, up from 120 people last year. NW Medical Teams dental van, staffed by Albany dentist Doug Johnson, treated 18 people and Dr. Tim Reid provided veterinary care. We have reached capacity at the fitness center and are looking for another location for next year's fair.
- The Toto Program began this year with an anonymous \$500 gift to the Community Services Consortium. The program provides help to people who become stuck in Albany but have support systems elsewhere. Toto is administered by Fish and also can be accessed at Albany Police Department. To date, Fish has spent \$450 in long-distance transportation help for five individuals. Two have been turned down. Both Fish and the Police Department make sure the persons requesting assistance are eligible and have a valid need. The Change for Change program, established to replenish the Toto funds by deflecting panhandling gifts to designated donation boxes in local businesses, has not

been able to keep up with demand, but CSC recently received a second gift for Toto for \$450.

- Love INC is well on its way to opening a resource center, hopefully this winter. It will provide a central location for the homeless and/or the working poor to be referred to available services such as health care, food, shelter, clothing, and employment options. To date, 21 churches have committed to being involved. Churches will help to fill gaps that are identified in services to the homeless and working poor such as budgeting, mentoring, and advocacy. They have selected a board of directors and an interim executive director, Deb Powell. They are currently securing non-profit status, looking for an office location, will be having board training and are conducting a search for an executive director and a clearinghouse coordinator. After the next round of training, the executive director will meet with local agencies who provide services to the homeless to determine how all of them can work together most effectively.
- InReach Services: have separated from Community Outreach, Inc., Corvallis and is now managed by Judith Hamilton, a Family Nurse Practitioner, employed by Samaritan Health Physicians with support from Samaritan Albany General Hospital and the Albany General Hospital Foundation. The Thursday night clinic at Linn County Health Department continues and Hamilton is working with volunteer parish nurses and the county in offering health services at Albany Helping Hands. A dental services program aimed at the working poor and children is being developed, with eight days of service scheduled over the next eight months. Volunteer health professionals make all of these services possible. More than 500 people have already been treated in the first seven months of 2008, an increase over 2007's total of 600.
- HEART breakfasts are sponsored by Samaritan Albany General Hospital the last Friday of each month, except November and December, at the hospital. These brainstorming sessions are open to anyone who has an interest in working with the homeless or working poor and have resulted in a number of ideas to assist people in need and in collaboration by those who are providing services to the homeless. They are an effective avenue for service providers to keep in touch with each other.
- Linn and Benton County 10-Year Plans to End Homelessness: Plans are well underway in both counties. Linn County plans to present its 10-year plan in May 2009 at the HEART to Heart Fair. Benton County hopes to have a plan ready sometime in 2009. Both counties desire to have a regional plan in place after the individual county plans are completed. Both counties realize that this is not a single city's issue and that homelessness crosses all boundaries. Planners are also working with the rural areas in both counties to meet their needs.
- The fourth Community Summit on Homelessness is scheduled for Wednesday, November 5, 2008, at Albany City Hall, from 9:00 a.m. to noon. The agenda will include updates on the 10-year plan; Love INC.; Albany Helping Hands; and other local programs and services. The City Council is encouraged to attend as you have in the past to show your support for this community effort.

BDA:mms



Inside *InReach*

Summer 2008

Inside:

Hospital employees honor Albany InReach Services

Altrusa supports InReach

On the back

2008 – 2009 *New Beginnings* events for InReach Services

InReach marks new beginnings, including a dental initiative

July 1 marks a milestone in the 15-year history of the Albany InReach Clinic. “We’re calling it *New Beginnings* in a six month celebration of our past accomplishments and acknowledgement of our new purposes,” said Judith Hamilton, FNP, coordinator of Albany InReach Services.

Hamilton said that as of July 1 the full responsibility for the clinic and associated activities will be assumed by the Albany medical and entire community. “We have valued the assistance Community Outreach, Inc., a Benton County non-profit agency, has provided with clinic coordination, but it was time to realize that growing needs in a growing community requires new approaches.”

Volunteer physicians agree that more comprehensive care is needed through the clinic and beyond. Longtime volunteer Daniel Mulkey, MD, said, “We want to leave each evening with the feeling that we’ve done something well and are making a difference.” And according to Hamilton, making a difference may mean new initiatives. One of those initiatives is attending to the area’s dental needs. Underinsured people often ignore dental problems until they are forced to visit the hospital emergency department because of the pain.

Who knew teeth could be so important?

Oral disease has become what many experts call “the silent epidemic,” causing chronic suffering for millions and disproportionately affecting low-income families, minorities and the elderly. In 2006 and 2007, dental disorders were the most frequent health concern presented by patients to the

SAGH emergency staff. “This is clearly an issue we need to address,” said Hamilton.

Studies in recent years reveal disturbing statistical evidence. For example, tooth decay is now the single most common chronic childhood disease – five times more common than asthma and seven times more common than hay fever.

According to the Oral Health Access Council based in California, millions of young children are regularly kept awake at night with pain caused by tooth decay and oral disease. Among Californians aged 6 to 8 years old, 55 percent have untreated tooth decay, more than twice the national average for this age group. And children of minority populations have even higher rates of untreated decay. Oregon ranks 43rd among the states for adequate dental care for children. This epidemic affect adults, too. A majority of low-income adults lack dental health insurance.

There is a complex interaction of factors causing this epidemic. These include a declining number of practicing dental professionals; lack of economic incentives for professionals to serve low-income populations; poor coordination between providers of primary care and dental care; growing numbers without dental insurance; insufficient public funding for dental care; poor coordination of current resources; lack of public awareness about ways to prevent oral disease; lack of understanding of oral health issues by policymakers; and lack of effective government policy to correct these problems.

Hamilton successfully petitioned the Samaritan Health Services Social Accountability program to invest \$25,000 in the coming year to:

1. Develop an Albany-area Oral Health Council

Under Hamilton's direction, a task force will convene to collect information, review issues and search for creative solutions to increase accessibility for the underserved to oral health care. Members of the council will include local dental professionals; social service agency representatives; Samaritan Health representatives from among physician, pharmacy and insurance services; and independent emergency service personnel.

2. Concentrate funding assistance on underinsured adults

Hamilton explained that the United Way of Linn County, with help from Samaritan Albany General Hospital, has an organized program for children in Linn County by utilizing Medical Teams International mobile dental van programs in coordination with Linn-Benton Community College, Sweet Home School District, Greater Albany Public Schools and volunteer dentists. A separate service, for the Spanish speaking population, is also part of their strategy. Another target population, the homeless, is served by Albany's Homeless Enrichment and Rehabilitation Team and United Way.

InReach Services will focus its efforts to connect working poor adults—the core mission of Albany InReach Services—with basic dental care.

3. Prevent disease

InReach will team up with local volunteers, the Linn County Health Department, United Way, schools and others to help low-income working adults understand the importance of dental health and the measures necessary to improve their health status.

Hamilton invites anyone interested in this initiative to contact her at (541) 812-4059 or e-mail juhamilton@samhealth.org.

At a glance

- Albany dentist Douglas Johnson, DMD, recently provided dental care to homeless and working poor adults at a May 23 event sponsored by the Homeless Enrichment and Rehabilitation Team of Albany.
- Judith Hamilton, FNP, InReach coordinator, agreed to be involved in the Ten Year Plan to End Homelessness, a local as well as national effort to understand and prioritize homeless issues. Benton County is also undergoing the same exercise and Lincoln County completed its plan in 2007.
- Hamilton was recently given the permission to set up a regular time to treat residents of the Albany Helping Hands Homeless Shelter. Local parish nurses, under the direction of Rachel Hagfeldt, SAGH Community Health Ministries coordinator, also continue to regularly volunteer their time to this population.
- An Albany couple recently donated a sizeable doll house to the AGH Foundation to help raise funds for InReach. An employee of Samaritan Lebanon Community Hospital bought the house and, in the process, learned more about Albany InReach activities.
- Sponsors are being sought for InReach special events. Want to know more? Call (541) 812-4704.

Albany InReach Services volunteers

The Albany InReach Clinic could not run without the caring expertise of volunteers. Below is a current list of those volunteers.

Physicians:

Scott Babe, MD
Lynn Bentson, MD
Pamela Chapin, MD
Thomas Clark, MD
Nilgoon Karami, MD
Jon Larson, MD
Jenny Olsen, MD
William Origer, MD
Rebekah Owen-Thayer, MD
Jaimy Patton, MD
Michael Peterson, MD
Thomas Rafalski, MD
Michael Sherman, MD
Douglas Thayer, MD
Kenneth Vaughn, MD retired
John Ward, MD
Matthew Zollinger, MD

Nurses:

Larry Burks
Tami Crain
Kathy Dutlinger
Ethel Ellingson
Dawn Gaudenti
Tracy Johnson
Dorothy O'Hare
Donna Reishus
Larie Trivette
Debbie Waldie

Clinic coordinators:

Avanash Beeram
Tracy Johnson
Carol Eichelberger
Hieu Nguyen

Interpreters:

Marcel Loriz
Dawn Gaudenti
Evan Sandberg



Hospital employees honor Albany InReach Services

Samaritan Albany General Hospital (SAGH) recently held a contest among employees to name Albany's newest espresso bar in the recently remodeled SAGH Surgery Center. The winning entry: With InReach Espresso.

The significance of the word InReach hints at the connection it has with the weekly free clinic for uninsured families. When the café opened late in 2007, the staff realized that while most espresso bars accept tips, it's not appropriate in a hospital setting. So they requested permission for a tip jar to benefit the charity of their choice, the Albany InReach Clinic.

Since its opening, the friendly energetic espresso bar staff has donated more than \$1,000 in tips to the Albany General Hospital (AGH) Foundation for use in the InReach Clinic.

To celebrate their creativity, the hospital's Nutrition Services and AGH Foundation leaders stepped up to run the café one morning in appreciation for the staff and their generosity. During that time staff was on the receiving end of special treats, coffee and praise.

You can check out this special café anytime Monday through Friday, 6:30 a.m. to 2 p.m. And don't forget, tips are always welcomed.

Altrusa supports InReach

The Albany General Hospital Foundation recently received a \$1,000 grant from the women of Altrusa International of Albany to help fund the newly appointed InReach coordinator position. Judith Hamilton, FNP, the new coordinator, has special education and experience in the diagnosis and treatment of women, family medical health needs and working with the uninsured. She offers additional support to the Greater Albany Public School District health nurse – a nurse with 9,000 children under her watch.

***2008–2009 New Beginnings* events for InReach Services**

Saturday, Sept. 20, 2008 9 a.m. to 1 p.m.

Trap Shoot and BBQ, Albany Gun Club, Hwy. 20 east of Albany

Team awards for first, second and third places

Additional awards for best shot: men, women and youth (10 to 17 years)

Host: Albany Gun Club

Tuesday, Oct. 28, 2008 noon to 1:15 p.m.

Fall InReach Luncheon, Spring Hill Country Club, North Albany

Special guest speaker will offer an entertaining update on InReach activities

Silent auction and chocolate fountain

Hosts: Renee Smith and Kathy Westberg

Thursday, Jan. 22, 2009 6 to 9 p.m.

Annual Gala, Sybaris Restaurant, downtown Albany


“Chinese New Year”

Asian fusion meal by nationally recognized chef Matt Bennett

Hosts: Drs. Gregg and Rose Miller and Dr. Paul and Patti Daskalos

Watch for details on these events, or contact Stephanie Hagerty at (541) 812-4704 or shagerty@samhealth.org



 **Samaritan**
Albany General
Hospital Foundation

1046 Sixth Avenue SW
Albany, Oregon 97321

Laid-off workers between jobs may need InReach support

- Those with chronic conditions like diabetes and high blood pressure are woven into individual physician practices, at no cost to the patients, with savings realized when the family nurse practitioner assists physicians with managing the care
- Homeless adults at risk for serious communicable diseases are treated
- Adults and children without the resources for dentistry are offered services
- Limited psychiatric services and medication support makes a difference



Albany's InReach: cost effective, caring services

Partnerships make the difference in offering health services to the most vulnerable in our community.

These partnerships include volunteer physicians, dentists, nurses, clerical staff, individual donors and area businesses. The 15-year investment in the weekly clinic demonstrates the commitment of the partners to address basic human needs. Investments of time, talent and finances for InReach hold the promise of improving health outcomes among the working poor, and maximizing the impact of the partners' precious resources.

How does InReach strengthen our community?

- Non-insured working adults are welcomed at the clinic
- Single women over 50 who do not qualify for Medicare or are not insured are directed to free or low-cost gynecological and mammography screening options in the community
- Working families who fall below the federal poverty level but do not qualify for the Oregon Health Plan are seen at the clinic

Get involved, help us celebrate new beginnings!

Call Stephanie Hagerty at (541) 812-4704 for more information on how you can get involved by donating funds, time or talent to help us make a fresh start.

Donations can be mailed to:



Samaritan

Albany General
Hospital Foundation

1046 Sixth Avenue SW, Albany, OR 97321



Celebrating new beginnings

EVENTS IN SUPPORT OF

INREACH SERVICES

"I am aware of working poor families who cannot afford to pay for care or even take time away from their jobs to seek medical assistance. The clinic is their only option, and they are willing to wait a week, then sometimes hours in line, to receive help."—Judith Hamilton, MSN, FNP

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The InReach Team

as of June 2008

Judith Hamilton, MSN, FNP
InReach Services Coordinator
(541) 812-4059

Volunteer physicians

Scott Babe, MD
Lynn Bentson, MD
Pamela Chapin, MD
Thomas Clark, MD
Nilgoon Karami, MD
Jon Larson, MD
Takiko May, MD
Daniel Mulkey, MD
Jenny Olsen, MD
William Origer, MD
Laura Oulette, MD
Rebekah Owen-Thayer, MD
Jaimy Patton, MD
Michael Peterson, MD
Thomas Rafalski, MD
Michael Sherman, MD
Douglas Thayer, MD
Kenneth Vaughn, MD,
retired
John Ward, MD
Matthew Zollinger, MD

Clinical assistants

Larry Burks
Tami Crain
Kathy Dutlinger
Ethel Ellingson, RN
Dawn Gaudenti, RT
Tracy Johnson
Dorothy O'Hare, RN
Donna Reishus
Larie Trivette
Debbie Waldie, LPN

Clinic coordinators

Avanash Beeram
Carol Eichelberger
Tracy Johnson
Hieu Nguyen
Interpreters
Dawn Gaudenti
Marcel Loriz
Heidi Weinstein
Evan Sandberg

Special Champions

Kevin Ewanchyna, MD, vice-president of medical affairs,
Samaritan Health Physicians
Rachel Hagfeldt, RN, parish nurse coordinator,
Samaritan Albany General Hospital
Jeannie Watts, LPN, school nurse,
Greater Albany Public Schools
Emma Eaton, medication coordinator,
Elm Street Pharmacy
Michael Goger, DMD, retired
Stephanie Hagerty, development coordinator,
Albany General Hospital Foundation
Frank Moore, director,
Linn County Health Department
Greg Roe, executive director,
Linn County United Way
Oregon State University Pharmacy Program
Linn Benton Community College
Dental Assistant Program

Expanding our reach

This is a watershed year for InReach Services. The Albany InReach Clinic was launched 15 years ago when volunteer physicians and nurses accepted the weekly challenge of serving those without insurance. In partnership with the Linn County Health Department, the Albany General Hospital Foundation and other volunteers, more than 600 children and adults were seen in 2007.

But as the Albany area has grown, so has the need for medical services. Access for the working poor is a special challenge. In response, a full-time family nurse practitioner (FNP), Judith Hamilton, was hired by Samaritan Health Physicians to treat Albany-area families, side by side with volunteer physicians. Beyond managing the weekly clinic, she also seeks creative alternatives to fulfill unmet health concerns.



New initiatives for a new beginning

- The Greater Albany Public School District has one school nurse—sponsored by Samaritan Albany General Hospital—to care for more than 9,000 students. InReach supports the school nurse and helped establish a 'kids with asthma' educational partnership with the American Lung Association.
- InReach Services, Linn County United Way, Samaritan Albany General Hospital, volunteer dentists and the community college are tackling dental issues for families without dental insurance.
- Local parish nurses deliver basic health care and health information to Albany's homeless. InReach team members work with parish nurses to offer appropriate medical assistance to this population, as well as actively participate in the community's homeless initiatives.

Special events in support of InReach Services

Annual events raise awareness and funding for InReach Services. Because of the increased demand on the clinic and associated activities, your help is needed more than ever.

For more details and to get involved, please contact Stephanie Hagerty,
(541) 812-4704.

TRAP SHOOT & BARBEQUE

Saturday, Sept. 20
9 a.m. to 1 p.m., Albany Gun Club

INREACH LUNCHEON

Tuesday, Oct. 28
12 to 1:30 p.m., Spring Hill Country Club

CHINESE NEW YEAR GALA

Celebrating new beginnings
Thursday, Jan. 22, 2009
6 to 9 p.m., Sybaris Restaurant
Hosted by Drs. Gregg and Rose Miller
and Dr. Paul and Patti Daskalos

