



**NOTICE OF PUBLIC MEETING**  
**CITY OF ALBANY**  
**CITY COUNCIL**  
 Council Chambers  
 333 Broadalbin Street SW  
 Wednesday, October 26, 2011  
 7:15 p.m.

**OUR MISSION IS**

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

**OUR VISION IS**

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

**AGENDA**

Rules of Conduct for Public Meetings

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

1. CALL TO ORDER
  2. PLEDGE OF ALLEGIANCE TO THE FLAG
    - a. Linn Benton Young Marines  
 Action: \_\_\_\_\_
  3. ROLL CALL
  4. PROCLAMATIONS
    - a. Red Ribbon Week. [Page 1]  
 Action: \_\_\_\_\_
    - ~~b. National Friends of Libraries Week. [Page 2]~~  
 Action: \_\_\_\_\_
  5. SPECIAL PRESENTATION
    - a. Oregon Association of Municipal Recordors Recorder of the Year Award. [Page 3]  
 Action: \_\_\_\_\_
  6. SCHEDULED BUSINESS
    - a. Business from the Public
    - b. First Reading of Ordinance
      - 1) Levying assessments against property specifically benefited by sewer and water connections and the assessment of Sewer, Water, Parks, and Transportation System Development Charges for property described as Tax Lot 3900, Parcel 10S-04W-36BB; and declaring an emergency. [Pages 4-6]  
 Action: \_\_\_\_\_ ORD. NO. \_\_\_\_\_
    - c. Adoption of Consent Calendar
      - 1) Approval of Minutes
        - a) September 12, 2011, City Council Work Session. [Pages 7-9]
        - b) September 28, 2011, City Council Regular Session. [Pages 10-14]
      - 2) Accepting an easement for public utilities and access from Jean Leone Lovell Trust. [Pages 15-20]  
 RES. NO. \_\_\_\_\_
      - 3) Adopting an updated Investment Policy and repealing Resolution No. 5947. [Pages 21-34]  
 RES. NO. \_\_\_\_\_
      - 4) Adopting Financial Policies and repealing Resolution No. 5970. [Pages 35-40]  
 RES. NO. \_\_\_\_\_
      - 5) Readopting the Risk Management Policy and repealing Resolution No. 5963. [Pages 41-47]  
 RES. NO. \_\_\_\_\_
      - 6) Opting in to the recreation immunity provided by HB 2865 when allowing public use of unimproved right-of-ways. [Pages 48-50]  
 RES. NO. \_\_\_\_\_
      - 7) Authorizing the Parks & Recreation Director to sign an Intergovernmental Agreement with the Oregon Department of Fish and Wildlife for a Thornton Lake turtle study and management plan. [Pages 51-97]  
 RES. NO. \_\_\_\_\_
- Action: \_\_\_\_\_

d. Reports

1) Accepting Disadvantaged Business Enterprise Policy for transit projects. [Pages 98-115]

Action: \_\_\_\_\_

2) Receiving Code Enforcement Team First Quarter Report for Fiscal Year 2011-2012. [Pages 116-117]

Action: \_\_\_\_\_

7. BUSINESS FROM THE COUNCIL
8. RECESS TO EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION OR LITIGATION LIKELY TO BE FILED IN ACCORDANCE WITH ORS 192.660 (2)(h)
9. RECONVENE
10. NEXT MEETING DATE: Regular Session November 2, 2011  
Work Session November 7, 2011  
Regular Session November 9, 2011
11. ADJOURNMENT

City of Albany Web site: [www.cityofalbany.net](http://www.cityofalbany.net)

**PROCLAMATION**

**RED RIBBON WEEK**

**OCTOBER 23-31, 2011**

WHEREAS, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

WHEREAS, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marine of the Marine Corps League to foster a healthy, drug-free lifestyle; and

WHEREAS, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

WHEREAS, the red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty and represents the belief that one person can make a difference; and

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

WHEREAS, National Red Ribbon Week encourages Americans to wear a red ribbon to show their support for a drug-free environment.

NOW, THEREFORE, be it resolved that I, Sharon Konopa, Mayor of the City of Albany, Oregon, do hereby proclaim October 23-31, 2011, to be

**RED RIBBON WEEK**

in Albany, Oregon, and I encourage all residents to join in this observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Albany to be affixed this 26<sup>th</sup> day of October 2011.

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Sharon Konopa, Mayor



**PROCLAMATION**

**NATIONAL FRIENDS OF LIBRARIES WEEK**

**OCTOBER 16-22, 2011**

WHEREAS, Friends of the Albany Public Library raise money that enables our library to provide the resources for additional programming, much needed equipment, support for children's summer reading, and special events throughout the year; and

WHEREAS, the work of the Friends highlights the fact that our library is the cornerstone of the community, providing opportunities for all to engage in the joy of lifelong learning and connect with the thoughts and ideas of others throughout history to the present; and

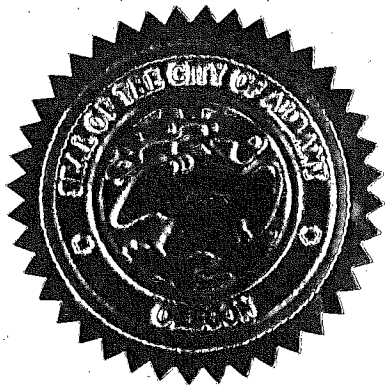
WHEREAS, the Friends understand the critical importance of well-funded libraries and advocate to ensure that our library gets the resources it needs to provide a wide variety of services to all ages, including access to print and electronic materials, with expert assistance in research; help for readers; and children's services; and

WHEREAS, the Friends' gift of their time and commitment to the library sets an example of how volunteerism leads to positive civic engagement and the betterment of our community.

NOW, THEREFORE, be it resolved that I, Sharon Konopa, Mayor of the City of Albany, Oregon, do hereby proclaim October 16-22, 2011, to be

**FRIENDS OF LIBRARIES WEEK**

in Albany, Oregon, and I encourage residents to join the Friends of the Library and to thank them for all that they do to make our library and our community so much better.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Albany to be affixed this 12<sup>th</sup> day of October 2011.

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Sharon Konopa, Mayor



TO: Albany City Council  
VIA: Wes Hare, City Manager  
FROM: Stewart Taylor, Finance Director *ST*  
DATE: October 14, 2011, for the October 26, 2011, City Council Meeting  
SUBJECT: OAMR Recorder of the Year Award to City Clerk Betty Langwell, MMC  
RELATES TO STRATEGIC PLAN THEME: • An Effective Government

Action Requested:

To inform the Council that City Clerk Betty Langwell has been awarded the Recorder of the Year by the Oregon Association of Municipal Recorders (OAMR).

Discussion:

The OAMR Recorder of the Year recognition is an annual award to a Municipal Clerk/Recorder who made an outstanding contribution to the profession or to their individual city during the year. The award program acknowledges excellence and professional accomplishments. It should be noted that it is not sufficient that a person performed his/her duties "well"; rather, this award recognizes outstanding service and performance over and above the person's job.

Nominations come from City Managers, Mayors, and other OAMR members. Mayor Konopa submitted a letter nominating City Clerk Betty Langwell for the 2011 award. On September 23, 2011, President Karin Johnson announced that Betty had been selected for the Recorder of the Year.

Betty has been largely responsible for the production of the Budget document, which has received the GFOA Distinguished Budget Presentation Award every year since 1991. Her contribution to the document has been crucial to Albany's reputation and string of GFOA awards. Not many Oregon City Clerks manage Budget documents so Betty also provides a valuable resource for those who do. She has worked for the City of Albany for 21 years and is a tremendous asset to all City departments.

Budget Impact:

None.

ST:md

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO LEVY ASSESSMENTS AGAINST PROPERTY SPECIFICALLY BENEFITED BY SEWER AND WATER CONNECTIONS AND THE ASSESSMENT OF SEWER, WATER, PARKS, AND TRANSPORTATION SYSTEM DEVELOPMENT CHARGES FOR PROPERTY DESCRIBED AS TAX LOT 3900, OF PARCEL 10S-04W-36BB; AND DECLARING AN EMERGENCY.

WHEREAS, the Sewer and Water System Development Charges, as referred to in this ordinance, are to provide sewer and water connections to serve the structures on this property; and

WHEREAS, the Transportation System Development Charge is intended to assess charges for future expansion or capacity increases to the system, and is aimed at providing additional levels of services to the existing road network; and

WHEREAS, the Parks System Development Charge is intended to impose a portion of the public cost of capital improvements for parks upon properties where developments create the need, or increase the demand for park improvements; and

WHEREAS, these charges will be assessed on the property described as Tax Lot 3900, of Parcel number 10S-04W-36BB, .23 acres. (See attached **Exhibit "A"**)

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

Section 1: The Sewer, Water, and Transportation System Development Charges and the assessments for the same will be levied according to the provisions of Albany Municipal Code, Chapter 15.16. The Parks System Development Charge and the assessment for the same will be levied according to the provision of Albany Municipal Code, Chapter 15.20.

Section 2: The total cost of the Sewer, Water, Transportation, and Parks System Development Charges is \$8,382.00.

(See attached assessment sheet)

Section 3: The City Recorder is hereby directed to enter a statement of the assessments as provided above in the docket of the City liens and give notice thereof as provided by law.

Section 4: Inasmuch as this ordinance is necessary for the immediate preservation of the peace, health, and safety of the City of Albany, Oregon, an emergency is hereby declared to exist; and this ordinance will be in full force and effect immediately upon passage by the Council and approval by the Mayor.

Passed by the Council: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_

Effective Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Owner of Record

Property Description

Assessment Description

Mike Jackson  
2445 NW 29<sup>th</sup> ST  
Corvallis, OR 97330

Acreage: .23 acres  
10S 04W 36BB 03900

Parks SDC  
Amount: \$ 2,196.00  
Acct # psdc2011-0001-000

Mike Jackson  
2445 NW 29<sup>th</sup> ST  
Corvallis, OR 97330

Acreage: .23 acres  
10S 04W 36BB 03900

Sewer SDC  
Amount: \$2,402.00  
Acct # ssdc2011-0001-000

Mike Jackson  
2445 NW 29<sup>th</sup> ST  
Corvallis, OR 97330

Acreage: .23 acres  
10S 04W 36BB 03900

Transportation SDC  
Amount: \$ 1,734.00  
Acct # std2011-0002-000

Mike Jackson  
2445 NW 29<sup>th</sup> ST  
Corvallis, OR 97330

Acreage: .23 acres  
10S 04W 36BB 03900

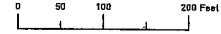
Water SDC  
Amount: \$ 2,050.00  
Acct # wsdc2011-0001-000

Report Total: \$8,382.00

# Exhibit "A"

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY

N.W.1/4 N.W.1/4 SEC.36 T.10S. R.4W. W.M.  
BENTON COUNTY  
1" = 100'



10436BB

REV: 02-18-2009  
CANCELLED:

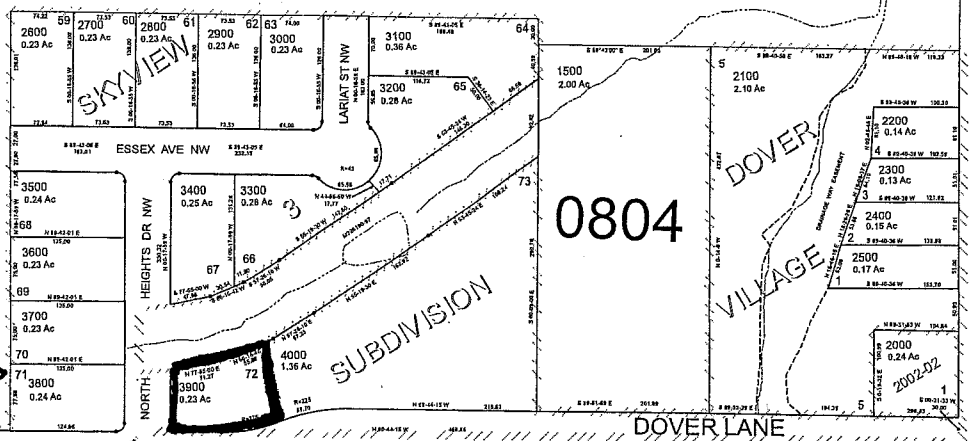
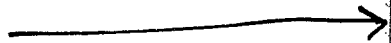
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- 1900

SEE MAP 10435

SEE MAP 10436

SEE MAP 10436BA

10S 4W 36BB  
Tax Lot  
3900



SEE MAP 10435AD

SEE MAP 10436BC

SEE MAP 10436BD

10436BB

CITY OF ALBANY  
CITY COUNCIL (WORK SESSION)  
Municipal Court Room  
Monday, September 12, 2011  
Immediately following the ARA meeting

**MINUTES**

CALL TO ORDER

Mayor Sharon Konopa called the meeting to order at 4:09 p.m.

Konopa said that former Councilor Ralph Reid Jr. passed away. He will be missed. He had been an Albany City Councilor for several years.

Councilor Floyd Collins gave details about his last visit with Reid. He also provided information about the family's requests regarding memorial services.

Councilor Ray Kopczynski said that earlier in the week, he was able to take the freestanding plaque that is engraved with "Ralph's Office" from the upstairs hall table to show Reid. The plaque will remain on the upstairs hall table as a tribute to Reid. Kopczynski said Reid appreciated the gesture.

ROLL CALL

Councilors present: Councilors Dick Olsen, Jeff Christman, Bill Coburn, Floyd Collins, Bessie Johnson, and Ray Kopczynski.

Councilors absent: None.

BUSINESS FROM THE PUBLIC

There was no business from the public.

INTERSTATE 5 UPDATE

Public Works Director Mark Shepard introduced Amy Ramsdell, Project Leader and Darell James, Senior Roadway Designer, from Oregon Department of Transportation (ODOT).

Ramsdell and James gave a Power Point presentation which was included in the agenda.

James pointed out that after the intersection is selected, the next phase is to have another team work on how to connect city streets.

Collins asked, when will ODOT consider costs? Ramsdell said that during the screening phase they will consider each alternative to see if it is cost effective. Also they will test the design to see if future construction and expansion can be phased in.

Ramsdell said that at this time, there are no funds. The funds won't be available until the environmental document is done, perhaps in 2015. She directed the Council to the ODOT website for more information: [www.i5sj20.com](http://www.i5sj20.com).

Konopa said that she and Councilor Bill Coburn are on the Technical Advisory Committee and the Citizen Advisory Committee, in which the City is a stakeholder. She asked if the meetings have concluded. Ramsdell said that ODOT will meet with both groups again, prior to releasing the document.

GOAL 5 QUESTIONS AND ANSWERS

Community Development Director Greg Byrne introduced Greg Winterowd, the consultant for Goal 5.

Planning Manager Heather Hansen handed out a list of suggestions by the Council, titled "Sections Identified by Councilors for Further Discussion" (see agenda file). She explained that some of the suggestions came in after the staff report was already submitted for the agenda packet, so there will be some duplication in the staff report and the spreadsheet.

Byrne said staff wants to meet the Council's needs today in preparation for the next public meeting.

The Council began review of the staff report.

Byrne said staff supports items 1 through 5 because they will improve the Goal 5 protection program. Discussion followed.

Councilor Dick Olsen asked, when did people have to start getting permission to fill? City Attorney Jim Delapoer said that in the 1970s land use laws were passed. Different cities adopted them at different times. It is a longstanding law.

Councilor Bessie Johnson asked which overlays would impact parks the most. Collins asked if the recommendations would conflict with the Parks Master Plan. Discussion followed.

Coburn is concerned about making regulations now, which might hamstring the City later. Delapoer explained land use laws and the process to change them. In land use regulations the specific trumps the general. Conflicts are interpreted by courts in such a way as to make them go away. He doesn't think there is a conflict in the Parks Master Plan, though they may have to do things differently. Parks & Recreation Director Ed Hodney agreed, explaining that the Parks Master Plan presents concepts. Once the engineering and design take place they would need to conform to whatever regulations were in place at the time. Hodney can't think of any facilities that would be harmed by these proposals.

Under item 3.a), Collins requested that the process that is ultimately adopted be reasonable, logical, and easy to understand for the Erosion and Sediment Control Permit (ESCP) process and other permits, so that the customer is clear about what permits are necessary. Hansen described how flags are put in Permits Plus to notify staff of other possible permits the customer may need. Byrne said that he and Shepard work towards meeting Collins' concern for streamlined customer service.

Byrne said that "reasonably feasible" is a defined term that conveys that the decision maker is making a discretionary decision based on reason, by comparing three areas: what efforts have been taken to comply with law; allows decision maker to take economy into account; and if allowed to encroach, what are mitigating efforts to balance.

Byrne said that items 6 through 21 are proposed amendments that weaken Goal 5 protection program. Staff does not recommend them.

Collins is concerned about temporary, emergency repairs.

For item 10, Collins is concerned about an owner that wants to change from one crop to another crop. This seems to restrict that. That is not the intent, and Hansen will draft changes to the verbiage.

The Council discussed how to get a plant added to the native plant list. Delapoer said they could add a process that would allow a plant to be added, but there would have to be a valid scientific process in order for the state to accept it.

Mark Azevedo, Vice Chair of the Tree Commission, said that there is documentation from the early 1820s about native plants. There are also ways to get those types of lists at reduced or no cost.

Winterowd said that most organizations he works with recognize that these lists may change. Most keep the lists in their Planning Departments and keep a historical record of why changes are made.

There was discussion about impervious surfaces and the impact of Goal 5. Staff will refer to the ESCP process to make it clearer.

Regarding item 17, Grand Prairie Water Control District, Byrne passed out a document about a flood control exemption in the proposed ordinance (see agenda file). He said that the Economic, Social, Environmental, and Energy (ESSE) analysis would exempt Grand Prairie from Goal 5.

Winterowd said that if Goal 5 requires anything, it would require steps to review categories and compare to criteria. He doesn't see a reason to exempt certain creeks and not others. Also, it would not pass muster with the state. Instead, he recommends that with ESSE analysis there are huge flood control benefits from a social and economic standpoint to be recognized. It should be consistent with flood management for Albany. He passed out the memo from WinterBrook Community Resource Planning (see agenda file).

Konopa said last week she and Hansen met with the Federal Emergency Management Agency (FEMA). It is FEMA's responsibility to make sure that cities are protecting the floodplain because in the event of a flood, folks are going ask FEMA for financial help or they will be making insurance claims which will raise rates for everyone. Konopa said it is important to remember FEMA's role.

Johnson asked what the process is to have an overlay changed. Hansen said it can be changed if a wetland scientist says the boundary is incorrect and the Division of State Lands (DSL) approves it. If that doesn't apply, they would have to do a comprehensive plan and prove why it was not a significant wetland. If DSL accepts it, then there would be a boundary change.

Winterowd said that Oregon is the only state that works so closely with DSL to have wetlands identified ahead of time, so that developers aren't surprised when they are unable to develop. It is a large investment in time and government money. He thinks it is good process and can't think of a better way to do it.

The Council began review of the "Sections Identified by Councilors for Further Discussion" for any items not already addressed through the review of the staff report.

For item 31, Collins asked about using three-sided versus four-sided footing and crossing structures for bridges. Shepard said the City has used them several times. Hansen suggested they defer to what Oregon Department of Fish and Wildlife (ODFW) requires.

Coburn suggested for item 40, that staff eliminate the extra verbiage and just refer to the Albany Municipal Code (AMC). Delapoe explained the AMC provisions for general penalties. Discussion followed.

Hodney explained the tree ordinances and the different areas they address, such as the Albany Development Code (ADC), the tree's health and condition, and if it's a heritage tree.

Collins is pleased that the Council took the time to listen at the public hearing. He is pleased with the process.

Councilor Jeff Christman stated that his silence on different items under discussion tonight, should not be interpreted as acceptance.

The ordinance to adopt Goal 5, which includes amendments to the Comprehensive Plan and Development Code, will come to the Council at the September 28, 2011, Regular Session.

#### COUNCILOR COMMENTS

Collins said that one of the traffic control signs on North Albany Road, alerting traffic to construction on Highway 20, is not working. Shepard will investigate.

Coburn asked Hodney why the COOL! Pool was closed on the hottest day of the year. Hodney explained that every year, they close the pool when school starts because attendance drops off and they also lose most of their temporary employees, who are also students. It just so happened that this year, the hot weather occurred right at that same time.

Collins noted that the ordinance regarding garage sales allows three days for three instances. He asked if there is a permit for an exemption. Public Information Officer/Executive Assistant Marilyn Smith said the exception would be a temporary merchant, but that would not apply for an extra garage sale.

Konopa said that there will be a tour of Talking Water Gardens at 10:00 a.m. on Wednesday, September 14, 2011.

#### CITY MANAGER REPORT

City Manager Pro Tem Ed Hodney had nothing to add.

Airport & Transit Manager Chris Bailey gave an update about the Request for Proposal (RFP) for the Fixed Base Operator (FBO) at the Airport. They have issued a second RFP which closed in August. They received two proposals. The Airport Commission discussed the proposals and voted to have the Council close the RFP without awarding to either applicant. Staff wants time to consider the FBO and the goal of meeting a long-term operating budget.

Coburn would like to review the proposals.

Shepard explained that neither of the responders seems to be responsive. One wanted financial help from the City, and the other proposal was to buy the property and lease it out as they see fit, but neither was responsive to the RFP. By having the Council close the RFP without awarding, the Airport Commission can consider other options.

Collins wants a written memo about the review and the recommendation.

Bailey said the runway is closed currently, as new runway lights are being installed. This project is funded by the Federal Aviation Agency.

#### ADJOURNMENT

There being no further business, the Work Session adjourned at 7:07 p.m.

Respectfully submitted,

Reviewed by,

Mary A. Dibble, MMC  
Deputy City Clerk

Ed Hodney  
City Manager Pro Tem

CITY OF ALBANY  
CITY COUNCIL  
Council Chambers  
Wednesday, September 28, 2011  
7:15 p.m.

**MINUTES**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE TO THE FLAG**

Konopa led the pledge of allegiance to the flag.

**ROLL CALL**

Councilors present: Jeff Christman, Ray Kopczynski, Floyd Collins, Dick Olsen, Bill Coburn, and Bessie Johnson

**PROCLAMATION**

Oregon Days of Culture.

Konopa read the proclamation declaring October 1-8, 2011, as Oregon Days of Culture.

**SCHEDULED BUSINESS**

**Business from the Public**

Bill Root, 2634 Valley View Drive, read information about his nephew's son who was bitten by a neighbor's dog (written account in agenda file). He had 1,000 stitches and a severed ear. He urged the Council not to allow a dangerous dog to bite again.

Christine Ruck, 37170 Rockhill Drive, Lebanon, said she was running for a Linn County Commissioner position and wanted to introduce herself to the Council.

Dick Owen, 810 Cox Street, said he read a newspaper article about the Eagles Lodge, that the Council wants to tear it down and put in a parking lot. He is against that idea and asked the Council not to let it happen. Konopa said he really didn't have all of the information about what the Eagles want to do. She will meet with him.

Nancy Reeve, 1733 Park Terrace NW, said she understands there were two other dogs in the backyard with Blue and he may not have been the one that bit the child. She asked that the Council allow Blue to go home with staff at the kennel.

Ellen Campbell, 2042 Hill Street, said Blue's issue is a totally different story from the one Mr. Root talked about. With Blue, there was no record of any past injuries. Blue has a clean record. She said that input from her group is not well represented on the Dangerous Dog Committee or in the proposed ordinance. Konopa suggested they submit what they would like to see in the ordinance to the committee. She said the ordinance is not coming to the Council tonight. Campbell said that Albany is now known as an inhumane city and she is not proud of the city anymore.

Sandra Ambrose, 2151 Three Lakes Road, Space 77, said she lived around the corner from Blue and encountered him over three years. She doesn't understand why dogs are grouped all together and not judged individually. She also asked for the Council to consider letting Blue go home with the Pet Hotel staff.

Gary Nelson, 2535 Circle Drive, said he had a product to be developed and it was stolen. It is glow-in-the-dark sticks. It could also be used for bark dust and on roofs.

Tami Wilson, 1519 Del Rio Avenue SE, wants everyone to agree that an error was made with Blue. She wanted a positive resolution.

Dan Miltenberger, 2825 Jackson Street, told a story about a young friend being attacked by an aggressive dog after which there was a personality change in his friend. He also commented on the Airport Fixed Base Operator Request for Proposal (RFP) process, saying that it was too cumbersome. People he had talked to that were interested were put off by the 19 page application requirement.

**First Reading of Ordinance**

CP-02-10 and DC-05-10, amending Ordinance No. 4447, which adopted the City of Albany Comprehensive Plan and Map, and amending Ordinance No. 4441, which adopted the City of Albany Development Code by amending the Comprehensive Plan text and maps, and Development Code text relating to protection of

natural resources (Statewide Planning Goal 5), adopting findings, and becoming effective December 1, 2011.

City Attorney Jim Delapoer read for the first time in title only "AN ORDINANCE AMENDING ORDINANCE NO. 4447, WHICH ADOPTED THE CITY OF ALBANY COMPREHENSIVE PLAN AND MAP; AMENDING ORDINANCE NO. 4441, WHICH ADOPTED THE CITY OF ALBANY DEVELOPMENT CODE BY AMENDING THE COMPREHENSIVE PLAN TEXT AND MAPS; DEVELOPMENT CODE TEXT RELATING TO PROTECTION OF NATURAL RESOURCES (STATEWIDE PLANNING GOAL 5); ADOPTING FINDINGS, AND BECOMING EFFECTIVE DECEMBER 1, 2011."

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

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

MOTION: Coburn moved to adopt the ordinance. Councilor Kopczynski seconded the motion.

Councilor Johnson asked if City parks were exempt from the overlay requirements. Planning Manager Heather Hansen said it is an allowed use rather than a conditional use in an open space. It doesn't exempt them from Goal 5 requirements. The reference on page 140 of the agenda refers to the Parks and Open Space Plan.

Johnson asked, if we pass this ordinance, how can it get amended and how difficult would that be? She would like to see this as the closest to the minimum that the state will allow. Delapoer said, like any ordinance, it can be amended. There is a process in place that includes review by the Planning Commission and the Council, and it would take that route.

Coburn said he too was concerned about unintended consequences. Once those become identified, he was happy to hear that changes could be made.

Hansen said there are some replacement pages on the dais (see agenda file). Staff had received requests for some minor changes. In article 6.065 the word "reduce" should have been inserted. Also, in the last "whereas" statement on page 2 of the ordinance and Section 11 on page 3 of the ordinance, strike "on City owned property", as it limits the use of the payments.

Councilor Christman commended staff for their work and efforts regarding Goal 5, but he is going to vote no. He believes it is too much regulation and feels that there is already too much regulation by government.

Kopczynski said it bothers him that the City is being mandated to do these things. He too believes it is too much regulation.

Collins said he is going to reluctantly support the ordinance. He said he is frustrated that they are dealing with a mandate from a state division that has administrative rules that he believes were not what the legislature intended. The City has received a lot of public input, and he thinks this is the ordinance that will work, considering the parameters.

Johnson thanked Dan Watson and Ed Schultz for their input during the process.

MOTION: Coburn moved to amend the original motion in order to accept the updated changes on the dais. Collins seconded the motion and it passed 6-0.

VOTE: A vote was taken on the original motion and it passed 4-2, with Christman and Johnson voting no.

#### Adoption of Consent Calendar

- 1) Approval of Minutes
  - a) June 22, 2011, City Council Regular Session.
  - b) July 13, 2011, City Council Regular Session.
  - c) July 25, 2011, City Council Work Session.
  - d) August 22, 2011, City Council Work Session.
  - e) August 24, 2011, City Council Regular Session.
- 2) Approving a liquor license for Sweet Red, Inc., D/B/A Sweet Red Coffee Bistro & Wine Bar, 208 First Avenue SW.

MOTION: Coburn moved to adopt the Consent Calendar as presented. Kopczynski seconded the motion and it passed 6-0.

Reports

Airport Advisory Commission recommendation on Fixed Base Operator proposals.

Airport and Transit Manager Chris Bailey explained that the Airport Advisory Commission's opinion is that since the two Requests for Proposals (RFP) advertisements resulted in three unsatisfactory proposals, they want to take some time to re-evaluate what is in the best interest of the City with respect to the Airport. Their concern is that any scenario that requires the City to pay a monthly subsidy to a Fixed Base Operator (FBO) will cause the Airport budget to be out of balance within two to three years. They feel it is better to take additional time now to fully explore scenarios that would contribute to a sustainable Airport budget, rather than enter into a contract which may have severe negative long-term impacts. The Commission recommends that the Council authorize the cancellation of the RFP without awarding either proposer. Authority to cancel was included in language of the RFP.

Coburn asked, is the RFP process too cumbersome? Bailey said staff and the Commission tried to make the second round much clearer. Purchasing and contract language for public documents can be confusing, but are required by law.

Public Works Director Mark Shepard said the Commission is asking to try to make something fit for Albany. It may be something untraditional. But, they need to have that discussion, including a funding discussion.

There followed a discussion regarding comparisons to smaller airports. Bailey wasn't sure that Albany has the capacity to make the operation profitable. They would like time to reassess.

Kopczynski asked, who owns the fuel? Bailey said the City does.

Collins said the Council created the Commission in order to get advice. He thinks they should respect their recommendation.

MOTION: Collins moved to approve the recommendation of the Airport Advisory Commission to close the Request for Proposal for Fixed Base Operator Services without accepting either of the two proposals submitted. Johnson seconded the motion and it passed 6-0.

W-01-04, Siemens equipment purchase settlement agreement.

Shepard said they are asking the Council to authorize the City Manager to sign a settlement agreement with Siemens. He said the agreement has been in negotiations for years. He thanked Water Superintendent Jeff Kinney and his crew for working through the long process of trying to get the plant operating correctly. He also thanked Craig Massey with CH2M Hill for their support. The City is getting a new set of filter membranes, a promise of reduced pricing for purchasing additional filter membranes, and receiving new strainers. The Joint Management Committee unanimously recommended approval of this settlement.

City Manager Wes Hare said the key things the City is getting is that we have a plant that is producing very high quality water and through this agreement the City is bringing maintenance costs into line with what was expected.

Johnson asked, was there ever a problem with the quality of the water? Kinney said the quality of the water was always excellent. It was the quantity of water and the maintenance of the membranes that had some issues. Clogging was happening more often than anticipated. Those events dropped from 4 to 5 times a year to 2 times a year. Staff is happy with this outcome.

MOTION: Collins moved to authorize the City Manager to execute the Maintenance and Release Agreement with Siemens Industry Inc. Johnson seconded the motion and it passed 6-0.

BUSINESS FROM THE COUNCIL

Konopa said there is a resolution on the dais for the Council to consider.

Albany Microenterprise Program.

Konopa said this issue came to the Council Work Session.

Coburn said he may need more information on how these enterprises are funded.

Hare said, in the past, they received money from the city of Corvallis, Lebanon, Sweet Home, and Linn and Benton counties. Benton County, as a lead applicant, funded through a state community block grant. That funding is no longer available. They serve both Linn and Benton counties and Albany citizens are taking advantage of the program.

Collins said he supports the funding in order to help small businesses. It allows the City to partner with folks that can provide expertise and advice to emerging small businesses.

Christman was concerned that the Council continues to use the economic development funds little by little. He said the Council needs to come up with a better plan for the economic development money.

MOTION: Johnson moved to adopt the resolution authorizing financial support to the Albany Microenterprise Program conducted by the Linn-Benton Small Business Development Center. Kopezynski seconded the motion and it passed 6-0, and was designated Resolution No. 6042.

Coburn would like the Council to consider modifying the dogs'-at-large ordinance. He would like voice command control to be an option and a replacement for the requirement of a leash.

Collins read a letter he received complaining about dogs running-at-large at and around Monteith Park (in agenda file) and the lack of control. He asked, who judges the control of a voice command? He is not in support of changing the ordinance.

Councilor Olsen would prefer to finish amending the dangerous dog ordinance, then talk about voice command or other control.

Hare suggested scheduling discussion later in the year.

Coburn asked about Blue being allowed to go to a kennel staff member's home. He asked, is that even possible? Konopa feels there would be too much risk to the City, considering that the dog has been designated a dangerous dog.

Olsen said he discussed this issue with Susan Jones who is a certified dog trainer.

Delapoer said any changes would be "defacto" to the ordinance. If this is allowed, in the future someone in a similar situation should receive the same kind of treatment. The Council has no unilateral power to allow this. The Council would have to give direction to Mr. Warren to ask for a modification of the Court order.

There was no support from the Council to consider the modification.

Coburn said he would like to move forward on the Police Station, in some manner. He would like staff to move ahead, perhaps on the wording for a Request for Proposal. He is frustrated with what he sees as another delay in the process. The City needs to strike while the iron is hot. Considering the depressed economy in the construction industry, prices are low. If the City would start building a new Police station, jobs would filter throughout the community.

There followed a discussion about using local business and if it could be advertised that way. Shepard said public funding wouldn't allow it.

Collins said he agrees with Coburn's reasons, but doesn't think the Council has debated on which building is the highest priority. They need to be on equal footing to make that decision.

Christman thinks the City can do both at the same time. Based on information received at the Work Session on Monday, he believes the City could have the consultants look at Option 3 for the Fire Department while moving forward on the Police Station. He said staff can come up with the funding sources and the Council can receive both reports at the same time.

Olsen said it doesn't need to be a "Cadillac" Fire Station. If the City spends the money on the Police Station, at least make the downtown station seismically (earthquake proof) safe.

Johnson said selling the current Fire and Police stations could provide some money.

Hare said the Council has discussed options, now they need to resolve where to place the Fire Station. The City needs to have a spot for the Fire Station in order to be on an equal footing with the Police Station.

Coburn said for the Police Station we have the spot, we have the money, and we are ready to go.

Konopa agreed with Coburn. She said it is the Police Department's turn. There is too much unknown for the Fire Department.

There followed a discussion about the process.

MOTION: Coburn moved for the Council to support building a new Police Station. Johnson seconded the motion.

Christman thinks no matter what the Council does, they will have to go out to the voters for funding anyway.

Hare said the City could probably fund the Police Station. There followed a discussion about funding.

Collins thinks there needs to be other funding strategies provided.

VOTE: A vote was taken on the motion and it failed 2-4, with Christman, Kopczynski, Collins, and Olsen voting no.

MOTION: Johnson moved for staff to bring to the Council a funding source for building a new Police Station. Christman seconded the motion.

VOTE: A vote was taken on the motion and it passed 4-2, with Collins and Olsen voting no.

Christman commented about his belief that there are too many regulations. He provided an example of his frustration regarding his efforts to change his driveway and comply with the Americans with Disabilities Act (ADA) regulations.

Collins said the Airport send off for former Councilor Reid has been postponed.

#### NEXT MEETING DATE

The next scheduled session of the City Council is a Work Session, on Monday, October 10, 2011, at 4:00 p.m. in the Municipal Court Room of City Hall. The next scheduled Regular Session, is Wednesday, October 12, 2011, at 7:15 p.m., in the Council Chambers of City Hall

#### ADJOURNMENT

There being no other business, the meeting was adjourned at 9:35 p.m.

Respectfully submitted by,

Reviewed by,

Betty Langwell, MMC  
City Clerk

Stewart Taylor  
Finance Director

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ACCEPTING THE FOLLOWING EASEMENT FOR PUBLIC UTILITIES AND ACCESS:

Grantor

Purpose

Jean Leone Lovell Trust

A 15 foot wide public sanitary sewer access easement to provide access from Gale Street to the Calapooia Interceptor sanitary sewer.

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

DATED AND EFFECTIVE THIS 26TH DAY OF OCTOBER 2011.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## EASEMENT FOR PUBLIC UTILITIES AND ACCESS

THIS AGREEMENT, made and entered into this 7 day of October, 2011, by and between Jean Leone Lovell Trust, 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, an easement and right-of-way, including the right to enter upon the real property hereinafter described, and to maintain and repair a gravel access road for the purpose of public sanitary sewer access 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 access road and the further right to remove trees, bushes, under-growth, and other obstructions interfering with the location and maintenance of the said access road.

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 \$250.00, 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 shall return the site to original or better condition.
6. No permanent structure shall be constructed on this easement.
7. In the event that the underlying property is redeveloped, the easement will expire once alternate access acceptable to the City of Albany is provided.

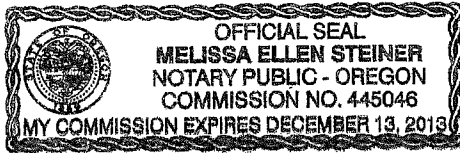
IN WITNESS WHEREOF, the Grantor has hereunto fixed their hand and seal the day and year written below.

**GRANTOR:**

Jean Leone Lovell  
Jean Leone Lovell, Trustee

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

The foregoing instrument was acknowledged before me this 7 day of October, 2011, by Jean Leone Lovell as her voluntary act and deed.



Melissa Ellen Steiner  
Notary Public for Oregon  
My Commission Expires: 12-13-2013

**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 \_\_\_\_\_ 2011.

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

## Exhibit A

### Legal Description

An easement for public sanitary sewer access purposes, over across and upon a portion of that tract of land described in Volume 270 Page 247, deed records of Linn County, Oregon, lying within a 15.00 foot wide strip of land the centerline of which is described as follows:

Beginning at a 5/8 inch rod located at the intersection of the west right-of-line of Gale Street (a 50-foot right-of-way) with the north line of "SPRENGER'S SUPPLEMENTAL PLAT TO HAZELWOOD ADDITION TO ALBANY, OREGON", a subdivision of record in Linn County, Oregon, in the northwest quarter of Section 12, Township 11 South, Range 3 West, of the Willamette Meridian, City of Albany, Linn County, Oregon; thence North  $00^{\circ}22'45''$  West 90.00 feet along the west right-of-way line of Gale Street as described in Volume 877 Page 808, Linn County Deed Records, to the True Point of Beginning; thence North  $60^{\circ}51'57''$  West 47.94 feet; thence North  $88^{\circ}14'43''$  West approximately 21.59 feet, more or less, to the east boundary of the public sanitary sewer easement described in 2009-14792, Linn County Deed Records.

The sidelines of said easement to be lengthened or shortened to terminate at the west right-of-way line of Gale Street as described above and the east boundary line of the sanitary sewer easement described above.

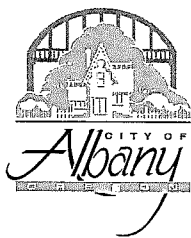
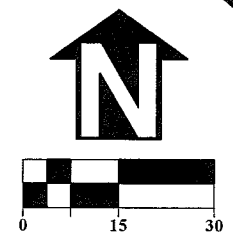


EXHIBIT B  
PUBLIC SANITARY SEWER ACCESS EASEMENT  
T11S R4W SEC 12 TL400



EXISTING PUBLIC SANITARY  
SEWER EASEMENT  
2009-14792  
LINN COUNTY DEED RECORDS

JEAN LEONE LOVELL TRUST  
VOLUME 270 PAGE 247

N88°14'43"W 21.59 FEET, MORE  
OR LESS, TO EAST BOUNDARY  
OF EXISTING PUBLIC SANITARY  
SEWER EASEMENT

N60°51'7"W 47.94 FEET

15' WIDE PUBLIC  
SANITARY SEWER  
ACCESS EASEMENT

TRUE POINT OF  
BEGINNING

POINT OF BEGINNING  
5/8" IRON ROD AT INTERSECTION  
OF WEST RIGHT-OF-WAY LINE  
OF GALE STREET AND NORTH  
LINE OF SPRENGER'S  
SUPPLEMENTAL PLAT TO  
HAZELWOOD ADDITION TO  
ALBANY, OREGON  
LINN COUNTY DEED RECORDS

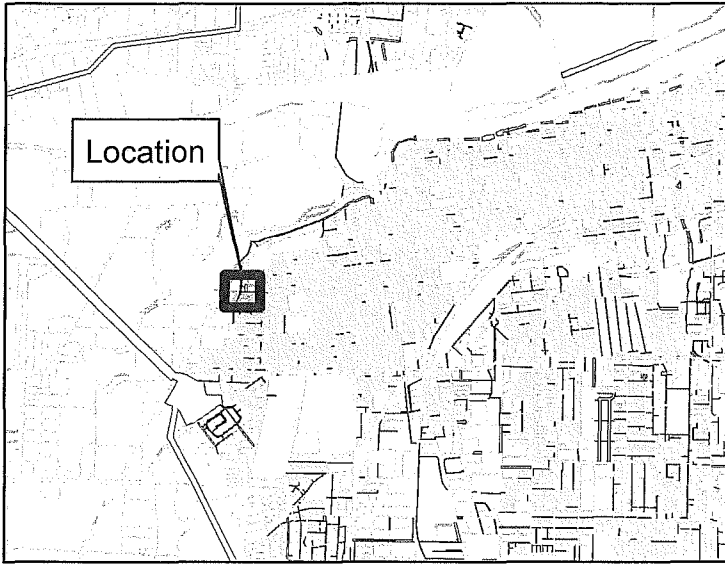
N00°22'45"W 90.00 FEET

GALE STREET RIGHT-OF-WAY  
VOLUME 877 PAGE 808, LINN COUNTY DEED RECORDS

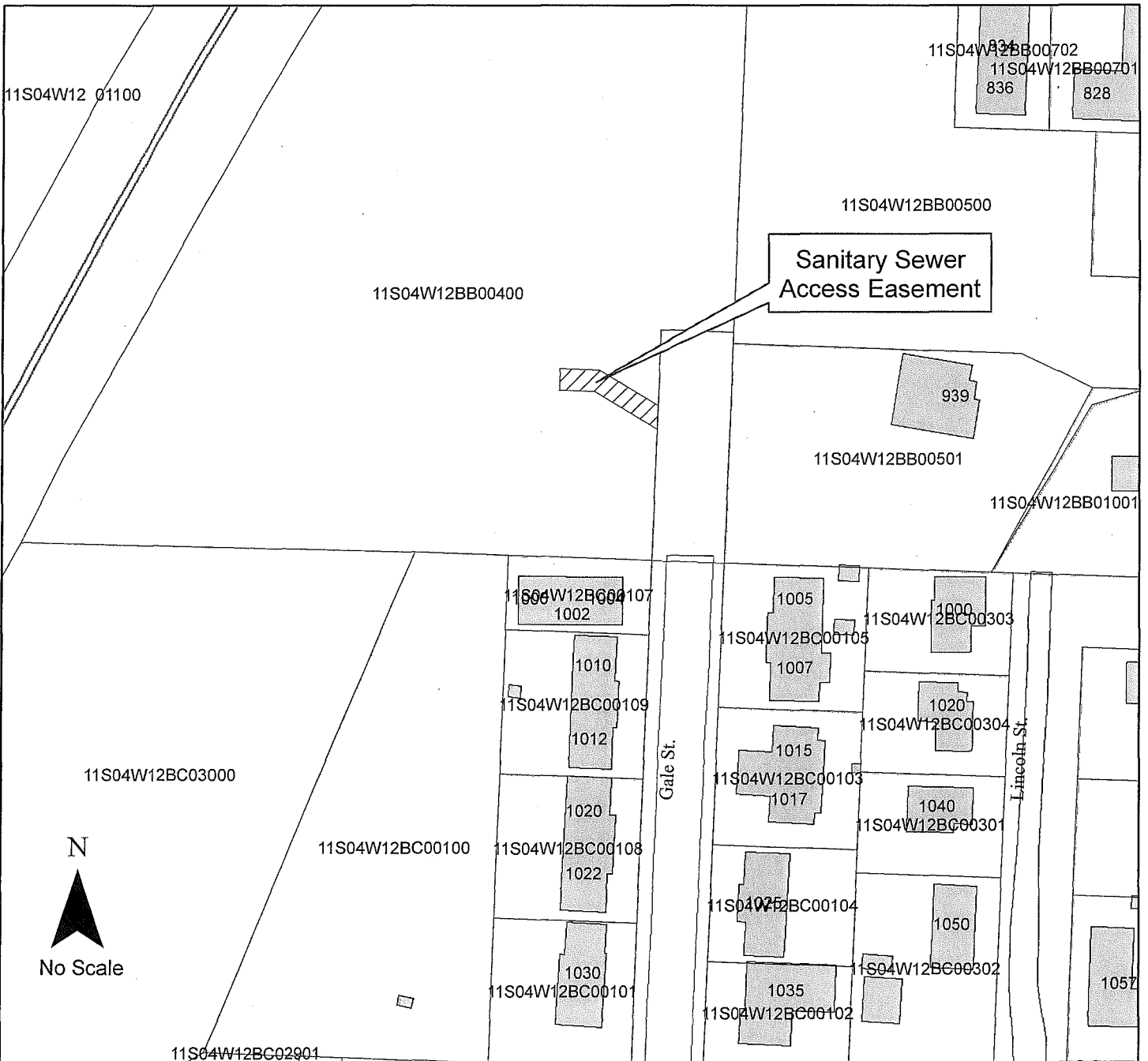
# EXHIBIT C

11S04W12BB00400

Public Sanitary Sewer  
Access Easement



Geographic Information Services





TO: Albany City Council  
VIA: Wes Hare, City Manager  
FROM: Stewart Taylor, Finance Director *[Signature]*  
DATE: October 14, 2011, for the October 26, 2011, City Council Meeting  
SUBJECT: Investment Policy

RELATES TO STRATEGIC PLAN THEME: • Effective Government

Action Requested:

By resolution, adopt the updated Investment Policy and repeal Resolution No. 5947.

Discussion:

The City's current investment policy was last reviewed and adopted by the City Council as Resolution No. 5947 on September 22, 2010. Both the current policy and ORS Section 294.135 require the City Council to review the policy on a periodic basis.

Since the last review, the Government Finance Officers Association drafted a model investment policy. The proposed changes to the current policy incorporate format changes suggested in the model policy. In addition, some minor wording changes have been made to clarify meaning.

Staff has worked closely with the City's Investment Advisor, D. A. Davidson Fixed Income Management, to review the current policy and incorporate the changes. The City Council received a market update from the investment advisor and discussed the proposed changes at the work session on October 24, 2011.

Budget Impact:

The Investment Policy sets parameters for the investment of cash not needed to meet current obligations.

ST

Attachment: Resolution and Policy

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ADOPTING AN UPDATED INVESTMENT POLICY  
AND REPEALING RESOLUTION NO. 5947

WHEREAS, ORS Section 294.135 requires cities to periodically review their written investment policies;  
and

WHEREAS, ORS Section 294.135 (1)(a) requires the Oregon Short Term Fund Board (OSTFB) to  
review and comment on major policy revisions; and

WHEREAS, the OSTFB has reviewed and commented on the City of Albany Investment Policy and has  
found that the statutory policy review requirement has been satisfied; and

WHEREAS, the Government Finance Officers Association (GFOA) has drafted a model investment  
policy; and

WHEREAS, the City desires to modify the current policy to incorporate changes suggested by GFOA and  
to make minor wording changes to clarify meaning.

NOW, THEREFORE, BE IT RESOLVED that the City of Albany City Council adopts Exhibit A as the  
Investment Policy for the City of Albany.


BE IT FURTHER RESOLVED that Resolution No. 5947 is hereby repealed.

DATED AND EFFECTIVE THIS 26<sup>TH</sup> DAY OF OCTOBER, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

	<p><b>City of Albany</b>  Finance Policy  Policy #: F-06-08-004  Title: Investment Policy</p>	
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**I. INTRODUCTION**

The City of Albany, (hereinafter referred to as “Albany” or “City”) was founded in 1848. Albany is the eleventh largest city in the state of Oregon, and is the county seat of Linn County. Albany has a home rule charter and is a Council-Manager form of government where the full time unelected City Manager administers the day-to-day operations and is the chief administrative officer of the City.

The average monthly balance of funds invested in the City’s general portfolio, excluding proceeds from bond issues, is approximately \$60,000,000.00. The highest balances occur when taxes are collected.

**II. GOVERNING BODY**

It is the policy of the City of Albany that the administration of its funds and the investment of those funds shall be handled with the highest public trust. Investments shall be made in a manner that will assure security of principal. Parameters will be set to limit maturities and increase diversification of the portfolio while meeting the daily cash flow needs of the City and conforming to all applicable state and City requirements governing the investment of public funds. The receipt of a market rate of return will be secondary to safety and liquidity requirements. It is the intent of the City to be in complete compliance with local, state, and federal law. The earnings from investments will be used in a manner that best serves the public trust and interests of the City.

**III. SCOPE**

This policy applies to activities of the City of Albany with regard to investing the financial assets of all funds. Funds held by trustees or fiscal agents are excluded from these rules; however, all funds are subject to regulations established by the state of Oregon.

The City commingles its daily cash into one pooled investment fund for investment purposes of efficiency and maximum investment opportunity. The following funds, and any new funds created by the City, unless specifically exempted by the City Council and this policy, are defined in the City’s Comprehensive Annual Financial Report:

- General Fund
- Special Revenue Funds
- Debt Service Fund
- Capital Projects Fund
- Enterprise Funds
- Internal Service Funds
- Permanent Funds

These funds will be invested in compliance with the provisions of all applicable Oregon Revised Statutes (ORS). Investments of any tax-exempt borrowing proceeds and any related Debt Service funds will comply with the arbitrage restrictions in all applicable Internal Revenue Codes.

#### **IV. OBJECTIVES AND STRATEGY**

It is the policy of the City that all funds shall be managed and invested with three primary objectives, listed in the following order of priority:

##### **1. Safety of Principal**

- Safety of principal is the foremost objective of the City. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- Diversification of the portfolio will include diversification by maturity and market sector and will include the use of multiple broker/dealers for diversification and market coverage.

##### **2. Liquidity**

The City's investment portfolio will remain sufficiently liquid to enable it to meet all operating requirements that might be reasonably anticipated.

##### **3. Yield-Return**

The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow of the portfolio. "Market rate of return" may be defined as the average yield of the current three-month U.S. Treasury bill or any other index that most closely matches the average maturity of the portfolio.

Effective cash management is recognized as essential to good fiscal management. Cash management is defined as the process of managing monies in order to ensure maximum cash availability. The City shall maintain a comprehensive cash management program that includes collection of accounts receivable, prudent investment of its available cash, disbursement of payments in accordance with invoice terms, and the management of banking services.

## V. STANDARDS OF CARE

### 1. Delegation of Investment Authority

- a. *Governing Body:* The Finance Director, acting on behalf of the City Council, is designated as the Investment Officer of the City and is responsible for investment management decisions and activities. The Council is responsible for considering the quality and capability of staff, investment advisors, and consultants involved in investment management and procedures. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer and those delegated investment authority under this policy, when acting in accordance with the written procedures and this policy, and in accord with the Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio

- b. *Investment Advisor:* The City of Albany may enter into contracts with external investment management firms on a non-discretionary basis. These services will apply to the investment of the City's short-term operating funds and capital funds including bond proceeds and bond reserve funds.

If an investment advisor is hired, the advisor will serve as a fiduciary for the City and comply with all requirements of this Investment Policy. Exceptions to the Investment Policy must be disclosed and agreed upon in writing by both parties. The Investment Officer remains the person ultimately responsible for the prudent management of the portfolio.

Factors to be considered when hiring an investment advisory firm may include, but are not limited to:

- a. The firm's major business
- b. Ownership and organization of the firm
- c. The background and experience of key members of the firm, including the portfolio manager expected to be responsible for the City's account
- d. The size of the firm's assets base, and the portion of that base which would be made up by the City's portfolio if the firm were hired
- e. Management fees
- f. Cost analysis of the advisor
- g. Performance of the investment advisory firm, net of all fees, versus the Local Government Investment Pool over a given period of time

The Investment Officer shall designate a staff person as a liaison/deputy in the event circumstances require timely action and the Investment Officer is not available.

**2. Prudence**

The standard of prudence to be used in the investment function shall be the “prudent person” standard and shall be applied in the context of managing the overall portfolio. This standard states:

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived.”

**3. Ethics and Conflict of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees, officers, and their families shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City. Officers and employees shall, at all times, comply with the state of Oregon Government Ethics as set forth in ORS 244.

**VI. AUTHORIZED FINANCIAL INSTITUTIONS**

**1. Broker/Dealer Approval Process**

The Investment Officer shall maintain a list of all authorized brokers/dealers and financial institutions that are approved for investment purposes or investment dealings. Any firm is eligible to make an application to the City of Albany and upon due consideration and approval will be added to the list. Additions and deletions to the list will be made at the discretion of the Investment Officer. At the request of the City of Albany, the firms performing investment services shall provide their most recent financial statements or Consolidated Report of Condition for review. Further, there should be in place, proof as to all the necessary credentials and licenses held by employees of the brokers/dealers who will have contact with the City of Albany as specified by, but not necessarily limited to the Financial Industry Regulatory Authority (FINRA), Securities and Exchange Commission (SEC), etc. The Investment Officer shall conduct an annual evaluation of each firm’s credit worthiness to determine if it should remain on the list.

All dealers with whom the City transacts business will be provided a copy of this Investment Policy to ensure that they are familiar with the goals and objectives of the investment program.

If the City hires an investment advisor to provide investment management services, the advisor is authorized to transact with its direct dealer relationships on behalf of the City. A list of approved dealers must be submitted to the Investment Officer prior to transacting business.

**2. Competitive Transactions**

The Investment Officer will obtain telephone, faxed or emailed quotes before purchasing or selling an investment. The Investment Officer will select the quote which best satisfies the investment objectives of the investment portfolio within the parameters of this policy. The Investment Officer will maintain a written record of each bidding process including the name and prices offered by each participating financial institution.

The investment advisor must provide documentation of competitive pricing execution on each transaction. The advisor will retain documentation and provide upon request.

**VII. SAFEKEEPING AND CUSTODY**

**1. Safekeeping and Custody of Securities**

The laws of the state and prudent treasury management require that all purchased securities be bought on a delivery versus payment basis and be held in safekeeping by the City, an independent third-party financial institution, or the City's designated depository.

All safekeeping arrangements shall be designated by the Investment Officer and an agreement of the terms executed in writing. The approved broker/dealer or investment advisor shall provide the City with a confirmation ticket listing the specific instrument, issuer, coupon, maturity, CUSIP number, purchase or sale price, transaction date, and other pertinent information. The broker/dealer which executes the transaction on the City's behalf shall deliver all securities on a delivery versus payment method to the designated third party trustee at the direction of the Investment Officer.

**2. Safekeeping of Funds at Bank Depositories**

The City may hold bank deposits or certificates of deposits at banks qualified under ORS 295.

**3. Accounting Methods**

The City shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including but not necessarily limited to, the Governmental Accounting Standards Board (GASB); the American Institute of Certified Public Accountants (AICPA); and the Financial Accounting Standards Board (FASB).

**4. Pooling of Funds**

Except for cash in certain restricted and special funds, the City will consolidate balances from all funds to maximize investment opportunities. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

**5. Internal Controls**

The City will maintain a structure of internal controls sufficient to assure the safekeeping and security of all investments. All out of compliance situations under this policy will be corrected and brought into compliance as soon as prudently possible.

The Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program that are consistent with this investment policy. Procedures will include reference to safekeeping, wire transfers, banking services contracts, and other investment-related activities.

The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff.

No officer or designee may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer and approved by the Council.

**VIII. AUTHORIZED AND SUITABLE INVESTMENTS**

**1. Authorized Investments**

All investments of the City shall be made in accordance with Oregon Revised Statutes: ORS 294.035 (Investment of surplus funds of political subdivisions; approved investments), ORS 294.040 (Restriction on investments under ORS 294.035), ORS 294.052 (Definitions; investment by municipality of proceeds of bonds), ORS 294.135 (Investment maturity dates), ORS 294.145 (Prohibited conduct for custodial officer), ORS 294.805 to 294.895 (Local Government Investment Pool). Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

**2. Suitable Investments**

The City will diversify investments across maturities, security types and institutions to avoid incurring unreasonable risks. The City has further defined the eligible types of securities and transactions as follows:

TYPE	DEFINITION
U. S Treasury Obligation	Direct obligations of the United States Treasury whose payment is guaranteed by the United States. [ORS Section 294.035(3)(a)]
GSE- Agency Obligations	US Government Agencies, Government Sponsored Enterprises ( <i>GSEs</i> ), Corporations or Instrumentalities of the US Government – Federal Instrumentality Securities include, but are not limited to Federal National Mortgage Association ( <i>FNMA</i> ), the Federal Home Loan Mortgage Corporation ( <i>FHLMC</i> ), Federal Home Loan Banks ( <i>FHLB</i> ), and the Federal Farm Credit Bureau (FFCB). [ORS Section 294.035(3)(a)]
TLGP Debt Obligations	Senior unsecured debt obligations guaranteed by the Federal Deposit Insurance Corporation under the Temporary Liquidity Guarantee Program (TLGP)
Commercial Paper	Commercial Paper* that is rated A1/P1 and has long term bonds which have a minimum rating of AA- by Standard and Poor's and Aa3 by Moody's
Corporate Indebtedness	Corporate Indebtedness* that has a minimum long term debt rating of AA- rated by Standard and Poor's and a Aa3 rating by Moody's and must be rated on the settlement date P-1 or Aa or better by Moody's Investors Service or A-1 or AA or better by Standard & Poor's Corporation. [ORS Section 294.035(3)(i)]

TYPE	DEFINITION
Local Government Investment Pool	State treasurer's local short-term investment fund up to the statutory limit per ORS Section 294.810
Certificates of Deposit/Bank Deposit/Savings Accounts	Time deposit open accounts, certificates of deposit and savings accounts in insured institutions as defined in ORS Section 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state. [ORS Section 294.035(3)(d)]
State Obligations	<p>Lawfully issued debt obligations of the agencies and instrumentalities of the State of Oregon and its political subdivisions that have a long-term rating of A or an equivalent rating or better or are rated on the settlement date by S&amp;P, Moody's or Fitch. [ORS Section 294.035(3)(b)]</p> <p>Lawfully issued debt obligations of the States of California, Idaho and Washington and political subdivisions of those states if the obligations have a long-term rating of AA or an equivalent rating or better or are rated on the settlement date by S&amp;P, Moody's or Fitch. [ORS Section 294.035(3)(c)]</p>

\*As determined on any date that the security is held within the portfolio. If the credit rating of a security is subsequently downgraded below the minimum rating level for a new investment of that security, the Investment Officer shall evaluate the downgrade on a case-by-case basis in order to determine if the security should be held or sold. The Investment Officer will apply the general objectives of safety, liquidity, yield and legality to make the determination.

**3. Collateralization**

Time deposit open accounts, Certificates of Deposit and savings accounts shall be collateralized through the state collateral pool for any excess over the amount insured by an agency of the United States government in accordance with ORS Section 295.018. All depositories must be on the State of Oregon's qualified list. Additional collateral requirements may be required if the Investment Officer deems increased collateral is beneficial to the protection of the monies under the City's management.

## IX. INVESTMENT PARAMETERS

### 1. Diversification

The City will diversify the investment portfolio to avoid incurring unreasonable risks, both credit and interest rate risk, inherent in over investing in specific instruments, individual financial institutions or maturities.

#### Diversification Constraints on Total Holdings: Liquidity and Core Funds\*

Issuer Type	Maximum % Holdings
US Treasury Obligations	100%
FDIC – TLGP Securities	30%
US Agency (GSE) Securities	100%
- FHLB	33%
- FFCB	33%
- FHLMC	33%
- FNMA	33%
- Other GSE's	10%
Bankers Acceptance	10%
Commercial Paper	10%
Corporate Indebtedness	20%
Certificates of Deposit/Bank Deposits/Savings	10%
Obligations of States and political municipals	10% - 5% per issuer limit
LGIP – (Oregon Short-Term Fund)	ORS 294 Limit

### 2. Investment Maturity

The City will not directly invest in securities maturing more than five (5) years from the date of purchase.

- a. The maximum weighted maturity of the total portfolio shall not exceed 1.5 years. This maximum is established to limit the portfolio to excessive price change exposure.
- b. Liquidity funds will be held in the State Pool or in money market instruments maturing six months and shorter. The liquidity portfolio shall, at a minimum, represent three months budgeted outflows.
- c. Core funds will be defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between 1 day and 5 years and will be only invested in high quality and liquid securities.

Total Portfolio Maturity Constraints:

<b>Maturity Constraints</b>	<b>Minimum % of Total Portfolio</b>
Under 30 days	10%
Under 1 year	25%
Under 5 years	100%
WAM (weighted average maturity)	1.5 years

Reserve or Capital Improvement Project monies may be invested in securities exceeding five (5) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time subsequent to the purchase of a particular issuer or investment type may be exceeded. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future reinvestments occur.

**3. Prohibited Investments**

- The City shall not lend securities nor directly participate in a securities lending or reverse repurchase program.
- The purchase of derivatives and use of reverse repurchase agreements are specifically prohibited by this policy.

**X. PERFORMANCE EVALUATION**

The performance of the City of Albany will be measured against the performance of the Local Government Investment Pool, using monthly net yield of both portfolios as the yardstick. Preservation of capital and maintenance of sufficient liquidity will be considered prior to attainment of market return performance. Given these considerations, the City's portfolio should provide a net yield that is equal or better to that attained by the Local Government Investment Pool over interest rate cycles.

Additionally, a market benchmark will be determined that is appropriate for longer term investments based on the City's risk and return profile. The investment advisor will provide return comparisons of the portfolio to the benchmark on a monthly basis. When comparing the performance of the City's portfolio, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return. This would include any in-house management of the funds, as well as outside management.

## **XI. REPORTING**

The Investment Officer shall submit quarterly and annual reports to the local governing board containing sufficient information to permit an informed outside reader to evaluate the performance of the investment program. More frequent reports may be provided when market conditions merit or if requested by the governing board

Minimum quarterly reporting requirements for total portfolio:

### **SPECIFIC REQUIREMENTS**

Earnings Yield  
Holdings Report (including mark to market)  
Transactions Report  
Weighted Average Maturity or Duration  
Compliance Report

## **XII. INVESTMENT POLICY ADOPTION BY GOVERNING BOARD**

This investment policy will be formally adopted by the Albany City Council. The policy shall be reviewed on an annual basis by the Investment Officer and the Albany City Council. Material revisions to this policy will require a review by the Oregon Short Term Fund Board, pursuant to ORS.

Supersedes: Res No. 5947	Created/Amended by/date: 09/22/10; 10/26/11	Effective Date: 10/26/2011
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TO: Albany City Council  
VIA: Wes Hare, City Manager  
FROM: Stewart Taylor, Finance Director *ST*  
DATE: October 14, 2011, for the October 26, 2011, City Council Meeting  
SUBJECT: Financial Policies

RELATES TO STRATEGIC PLAN THEME: ● Effective Government

RELATES TO: ● Continue recognition from the GFOA for excellence in budgeting and financial reporting.

Action Requested:

By resolution, adopt the updated Financial Policies and repeal Resolution No.5970.

Discussion:

The City's current Financial Policies were last reviewed and adopted by the City Council as Resolution No. 5970 on December 15, 2010. The policies are reviewed on an annual basis. This year's review was held at a work session on October 24, 2011.

One notable addition was made to the polices to clarify that community organizations and events funded with transient lodging tax revenues will follow the guidelines set forth in Finance Policy F-12-11-001 as currently adopted or amended.

Budget Impact:

The Financial Policies establish parameters for the annual budget and ongoing financial operations.

ST:md

Attachment: Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION ADOPTING FINANCIAL POLICIES AND REPEALING  
RESOLUTION NO. 5970

WHEREAS, the City's Financial Policies are adopted on an annual basis to clearly define the fiscal environment for the budget process and ongoing financial operations; and

WHEREAS, the policies were last adopted by Resolution No. 5970 on December 15, 2010, following review and discussion by the City Council; and

WHEREAS, this year's review was conducted at a work session on October 24, 2011; and

WHEREAS, the City Council gave direction regarding any changes to the policies and those changes have been incorporated into the attached policies; and

WHEREAS, the Council now desires to adopt the Financial Policies as modified.


NOW, THEREFORE, BE IT RESOLVED that the City of Albany City Council hereby adopts Exhibit A as the Financial Policies for the City of Albany and repeals Resolution No. 5970.

DATED AND EFFECTIVE THIS 26<sup>TH</sup> DAY OF OCTOBER, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

	<b>City of Albany</b> Finance Policy Policy #: F-07-08-004 Title: Financial Policies	
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## I. POLICY STATEMENT

It is the policy of the City of Albany to actively manage financial, operational, and budgetary affairs within established guidelines in order to maintain financial stability both now and in the future.

## II. GENERAL GUIDELINES

1. The City Manager and department directors are charged with achieving the themes, goals, and objectives adopted by the City Council in the City's Strategic Plan.
2. The implementing document for the Strategic Plan is the annually adopted budget. The adopted budget establishes types and levels of services through both operating and capital budgets. The relationships between the operating and capital budgets will be explicitly recognized and incorporated into the budget process. Resources will be identified to provide designated levels of service, and maintenance or enhancement of related capital and fixed assets.
3. The City will actively measure performance and pursue process improvements to enhance productivity and maximize resources.
4. Adequate reserves will be maintained for all known liabilities, including employee leave balances and explicit post employment benefits.
5. The City will actively seek partnerships with private interests and other government agencies to achieve common policy objectives, share the costs of providing local services, and support favorable legislation at the state and federal levels.
6. The City will seek out, apply for, and effectively administer federal, state, and foundation grants-in-aid that address the City's priorities and objectives.

## III. REVENUES

1. The City will actively identify and administer funding sources that create a reliable, equitable and diversified revenue stream to shelter the City from short-term fluctuations in any single revenue source and to maintain desired levels of services.
2. Revenues will be conservatively estimated in the budget process.
3. Target fund balances for operating budgets will range between 5 and 15 percent of operations.
4. The City will consider full cost recovery and comparable rates charged by other municipalities of similar size in establishing rates, fees, and charges.
5. The City will follow an aggressive policy of collecting revenues.
6. Enterprise and internal service funds are intended to be self-supporting.

## IV. EXPENDITURES

1. The City will identify priority services, establish appropriate service levels, and administer the expenditure of available resources to assure fiscal stability and the effective and efficient delivery of services.

2. The City will operate on a current funding basis. Expenditures will be monitored on an ongoing basis so as not to exceed current revenues and targeted fund balances.
3. The City Manager will take immediate corrective actions if at any time during a fiscal year revised revenue and expenditure estimates project a year-end deficit. Mitigating actions may include a hiring freeze, expenditure reductions, fee increases, or use of contingencies. Actions to be avoided include expenditure deferrals into the following fiscal year, short-term loans, and use of one-time revenues to support ongoing operations.
4. Target contingencies for operating budgets will range between 5 and 15 percent of operations.
5. Internal service charges and project accounting should be used when service recipients and parameters of a project can be easily identified. The charges should be based on methodologies that fairly allocate the full cost of services. The Finance Director shall review the methodologies on a periodic basis to verify that they are consistent with federal guidelines and Oregon Local Budget Law.
6. The City Manager will undertake ongoing staff and third-party reviews of City programs to measure efficiency and effectiveness. Privatization and contracting with other governmental agencies will be evaluated as alternatives to in-house service delivery. Programs that are determined to be inefficient and/or ineffective shall be reduced in scope or eliminated.

#### **V. CAPITAL IMPROVEMENT PROGRAM (CIP)**

1. The City will monitor and periodically assess the City's capital equipment and infrastructure, setting priorities for its renovation and replacement based on needs and available resources.
2. The City will develop a multi-year program for capital improvements that will be reviewed annually in the budget process.
3. Projects in the CIP will be flagged as either funded or unfunded depending on whether or not the forecasted operating budget can support or fund the project. All funded projects are included in the operating budget for the corresponding budget year.
4. The City will maintain its physical assets at a level adequate to protect the City's capital investment and minimize future maintenance and replacement costs. The budget process will provide for review of maintenance and orderly replacement of capital assets from current revenues where possible.

#### **VI. CAPITAL ASSETS**

1. Capital assets are non-consumable assets with a purchase price of \$5,000 or greater and a useful life of more than one year.
2. The Finance Department will oversee a physical count/inspection of all capital assets at least on a biennial basis. All additions, deletions, and depreciation of infrastructure will be reported consistent with the requirements of the Government Accounting Standards Board Statement Number 34.
3. Adequate insurance will be maintained on all capital assets.

#### **VII. DEBT**

1. The City will generally limit long-term borrowing to capital improvements.

2. The City will follow a policy of full disclosure on every financial report, official statement, and bond prospectus.
3. The City will strive to maintain its high bond ratings, currently A2 from Standard and Poors and A from Moodys, and will receive credit ratings on all its bond issues.
4. General obligation debt will not be used for self-supporting enterprise activities.
5. The City shall ensure that its general obligation debt margins are within the 3% true cash value limitation as set forth in ORS Section 287.004.
6. Funding strategies that are necessary to support debt obligations should be implemented prior to debt payments becoming due so that debt obligations can be met from current revenues.
7. The City will use voter-approved general obligation debt to fund general-purpose public improvements that cannot be financed from current revenues. Special purpose debt including certificates of participation, revenue bonds, and loans will be linked to specific funding sources.

### **VIII. Grants**

1. Community organizations that desire financial support from the City must submit a Community Grant application no later than March 1 in order to be considered for funding in the next budget year. Applications will be reviewed by the department director assigned by the City Manager. Primary consideration will be given to requests that further the goals and objectives in the Strategic Plan. Applications that are approved by the department director and City Manager shall be included in the Proposed Budget to be considered by the Budget Committee and City Council.

Any recipient of a Community Grant shall submit an accounting of how the funds were expended and the benefits achieved as required by City Council Resolution No. 5089. Recipients of grants greater than \$100,000 must also submit an independent review of financial policies and procedures related to the grant proceeds no later than six months following the end of the fiscal year in which the funds were granted.

Notwithstanding the above, community organizations and events funded with transient lodging tax revenues will follow the guidelines set forth in Finance Policy F-12-11-001 as currently adopted or amended.

2. City departments are encouraged to seek grants and other financial support from private, nonprofit, and government agencies that would supplement City resources in meeting adopted goals and objectives. Grants that are available on an annual basis should be included in the proposed budget and do not require further City Council action once the budget is adopted, unless required by the granting agency. The City Manager is responsible to oversee other grant applications. All awarded grants must be accepted and appropriated by resolution of the City Council as required by Oregon Local Government Budget Law (ORS 294.326(3)).

### **IX. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING**

1. The Finance Department is responsible to see that all accounting, auditing, and financial reporting comply with prevailing federal, state, and local statutes and regulations including generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board (GASB), the American Institute of

Certified Public Accountants (AICPA), and the Government Finance Officers Association (GFOA).

2. The Finance Department will conduct periodic internal audits of financial procedures such as cash handling, purchasing, and accounts payable to test internal controls and to detect instances of fraud or abuse. The Finance Director shall establish locations and limits for petty cash, purchase cards, and other cash and purchasing procedures consistent with operational needs, GFOA best practices, and Oregon Administrative Rules and Revised Statutes.
3. The City will seek out and contract for the assistance of qualified financial advisors, consultants, and auditors in the management and administration of the City's financial functions.
4. The City Council will be provided monthly financial reports of revenues and expenditures.
5. A complete independent audit will be performed annually.
6. The City will issue annual financial reports in accordance with generally accepted accounting principles (GAAP) as outlined in the Governmental Accounting, Auditing, and Financial Reporting (GAAFR) publication.
7. The City will annually seek the GFOA Certificate of Achievement for Excellence in Financial Reporting and the GFOA Distinguished Budget Presentation Award.

Supersedes: Res. No. 5970	Created/Amended by/date: Res. No. 10/26/11	Effective Date: 10/26/11	Reviewed by Council: 10/26/11
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TO: Albany City Council  
VIA: Wes Hare, City Manager  
FROM: Stewart Taylor, Finance Director *ST*  
DATE: October 14, 2011, for the October 26, 2011, City Council Meeting  
SUBJECT: Risk Management Policy  
RELATES TO STRATEGIC PLAN THEME: ● Effective Government

Action Requested:

By resolution, readopt the Risk Management Policy and repeal Resolution No. 5963.

Discussion:

The City's current Risk Management Policy was last adopted by the City Council as Resolution No. 5963 on December 8, 2010. The policy requires an annual report and review by the City Council.

At the October 24, 2011, work session, the City Council received an annual report from the City's insurance broker, Barker-Uerlings Insurance, and discussed the insurance coverages and language in the policy. No changes were made.

Budget Impact:

Costs of proposed insurances are in the current budget. The Risk Management Policy sets parameters for managing risks and insurance coverages.

ST

Attachment: Resolution and Policy

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION READOPTING THE RISK MANAGEMENT POLICY  
AND REPEALING RESOLUTION NO. 5963

WHEREAS, the City Council last adopted the Risk Management Policy as Resolution No. 5963 on December 08, 2010; and

WHEREAS, the policy requires an annual report and review by the City Council; and

WHEREAS, at the October 24, 2011, work session, the City Council received an annual report from the City's insurance broker, Barker-Uerlings Insurance, and discussed the insurance coverages and language in the policy; and

WHEREAS, the City chose not to make any changes at this time.

NOW, THEREFORE, BE IT RESOLVED that the City of Albany City Council adopts Exhibit A as the Risk Management Policy for the City of Albany.


BE IT FURTHER RESOLVED that Resolution No. 5963 is hereby repealed.

DATED AND EFFECTIVE THIS 26<sup>TH</sup> DAY OF OCTOBER, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

	<p><b>City of Albany</b>  Finance Policy  Policy #: F-08-08-002  Title: Risk Management</p>	
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## I. POLICY STATEMENT

It is the policy of the City of Albany to proactively identify and manage the inherent risks of providing municipal services. Potential losses will be mitigated through employee safety committees, loss prevention programs, property and liability insurances, Workers' Compensation, and employee health, life, and disability benefits.

## II. GENERAL RESPONSIBILITIES

Each employee of the City is responsible to contribute to a safe environment for all employees and the public. Employees should help identify and correct unsafe conditions and should follow all established safety laws, policies, and practices.

The City Manager and department directors are responsible to protect the City of Albany's assets by identifying and managing risks. Primary objectives include containing costs, minimizing accidents and injuries to employees and the public, reducing the frequency and severity of property loss, and promoting a healthy employee workforce and working environment.

Department directors are responsible for managing the risks of operations in their respective departments. They ensure that effective safety and loss prevention programs are implemented and oversee the investigation of claims and losses.

Department directors coordinate their efforts with the Senior Accountant who acts as the City's Risk Manager. The Risk Manager is responsible for facilitating claims processing and working closely with third party property and liability insurers.

The City Manager may choose to retain professional advisors, consultants, insurers, brokers, and agents of record to assist the City in placing appropriate insurances and developing effective safety and loss prevention programs.

## III. SPECIFIC RESPONSIBILITIES

### 1. Human Resources Director.

- a. Coordinate and promote city-wide safety awareness and employee wellness programs.
- b. Manage the City's Worker's Compensation and health insurance programs to contain costs and promote safety and wellness for employees and their families.

### 2. Finance Director:

- a. Recommend appropriate levels of property and general liability insurance to the City Manager and City Council.
- b. Coordinate periodic inventories of all property, buildings, equipment, vehicles, and other capital assets and verify that appropriate insurance is in place.
- c. Maintain policies, bonds, and other legal documentation of insurance.

- d. Provide an annual report to the City Council showing claims experience and the costs of insurance programs.
3. **Fire Chief.**
- a. Conduct fire and life safety inspections of City facilities on a periodic basis according to the level of risk in each facility.
  - b. Verify that all facilities are in compliance with recognized fire code standards for fire and life safety.
4. **City Attorney.**
- a. Develop templates of contracts and leases which include language to identify and mitigate liability and other potential losses.
  - b. Notify the City Manager of changes in state statutes and common law that affect municipal liability.
  - c. Assist insurers in the investigation and settlement of claims against the City.
  - d. Review insurance and bond contracts.

**IV. RETAINING AND TRANSFERING RISK**

1. **Reserve Account.**

A Risk Management Fund will be maintained with a working balance of up to \$2,000,000 for unforeseen catastrophic events and major deductibles. Each department will be responsible for claims and deductibles up to \$5,000 per incident resulting from losses in their respective operations.

2. **Insurance Coverages.**

The following minimum policy limits and deductibles will be maintained:

**Property/Boiler & Machinery**

Limit: Determined each year by the filed value of insured property.

Deductibles:	Buildings/Contents	\$10,000
	Boiler & Machinery	\$10,000
	Mobile Equipment	\$10,000
	Earthquake	2% of value
		\$100,000 min
	(Limit	\$100,000,000)
	Flood	\$100,000
	(Limit	Same as earthquake)

**Tort Liability**

Limit: \$5,000,000

**Auto Liability**

Limit: \$5,000,000

**Auto Physical Damage**

Deductibles:	Comprehensive	\$100
	Collision	\$500

**Senior Center Trips**

Limit: \$5,250

**3. Self Insurance.**

The City shall self-insure to the extent it is more cost effective than commercial insurance and does not present unacceptable financial or other risks to the City.

**V. ALLOCATION OF INSURANCE COSTS**

Departments and programs that have dedicated revenue sources or are independent legal entities will be charged insurance costs specific to the risk exposures of the operations of those departments and programs.

Premiums and related costs for liability insurance, Workers' Compensation, and property insurance will be allocated to each department based on claims experience and risk exposure. Property insurance costs are allocated according to the specific properties used and operated by each department or program.

**VI. CONFIDENTIALITY OF RECORDS**

All personally identifiable and confidential information will be maintained in compliance with the Identity Theft Protection Policy, Finance Policy Number F-04-08. All employee medical records and long-term disability claims held by the City will be maintained in separate locked files and access will be controlled through the City Manager and Human Resources Departments.

All police reports will be kept confidential unless the Albany Police Department and/or the City Attorney approve release.

**VII. REPORTING PROPERTY/CASUALTY ACCIDENTS AND LOSSES**

1. Accidents and losses must be reported promptly and in accordance with prescribed procedures. The benefits of timely reporting include enhanced citizen confidence, better protection of the City's interests, reduced time lost for employees and equipment, and savings realized through prompt settlements.

Reports of general liability claims and automobile accidents should be immediately reported to the Risk Manager. The following information should be included in every report:

- a. Date, time, and location of accident or event
- b. Description of vehicle, equipment, or property involved
- c. Name(s) of person(s) involved
- d. Name(s) of person(s) injured
- e. Description of any medical attention received
- f. Nature of damage/loss and estimated cost
- g. Description of circumstances; diagram of events if possible
- h. Insurance Policy Numbers, Agents, and/or Agencies
- i. Name(s) and addresses of witnesses
- j. Appropriate signatures
- k. Copy of DMV report, if filed
- l. Copy of police report, if filed

In addition, procedures described in Human Resources Policy HR-SF-02-001 (Property Loss/Damage) must be followed.

2. The Risk Manager will process all accident/loss notices, except Workers' Compensation, and will notify the appropriate insurance company.
3. The Human Resources Department will file Workers' Compensation accident reports with the appropriate insurance company. Workers' Compensation incidents will be processed in accordance with Human Resources Policy HR-SF-03-001 (Reporting On-the-Job Injuries).
4. Accidents of a serious nature and those occurring on weekends or holidays should be called in to the appropriate supervisor and followed up with the proper accident forms and information. The Risk Manager should be notified of the accident on the first day back to work.
5. As required by law, on-the-job injuries to employees that result in overnight hospitalization for treatment (not just observation), must be reported to OR-OSHA within twenty-four (24) hours of the injury. An on-the-job accident that results in the hospitalization of three or more employees, or in a fatality, must be reported to OR-OSHA within eight (8) hours of the accident. In either of these situations, the Human Resources Generalist or Human Resources Director should be notified immediately so they may make notification to OR-OSHA.

#### **VIII. REPORTS TO BE FILED**

1. All Property/Casualty claims reports will be filed with the Risk Manager.
2. Minutes of City Council meetings, safety meetings, and all other City Committee meetings in which Risk Management policy or procedure decisions are made will be filed as appropriate.
3. Inspection reports when the building inspector or Fire Department inspects City premises will be filed with the Risk Manager or the Fire Department.
4. Long-term Disability and Life Insurance claims and Workers' Compensation claims and reports will be filed with the Human Resources Department.

#### **IX. RISK MANAGER RECORDS**

The Risk Manager shall keep the following records:

1. An inventory of current locations, descriptions, and insurable values of all property/vehicles owned or leased by the City.
2. An insurance register, outlining all coverages in force and including premiums, policy numbers, servicing agents, terms of coverage, and expiration dates.
3. Premium payment and allocation records.
4. Claims filed and pending.

5. Loss records subdivided into property, liability, and other liability claims paid by the insurer under existing insurance policies.
6. Claim recoveries received from third parties who have damaged City property or who are reimbursing for City wages paid.

Supersedes: Res No. 5963	Created/Amended by/date: Res No.	Effective Date: 10/26/2011	Reviewed by Council: 10/26/11
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TO: Albany City Council  
VIA: Wes Hare, City Manager  
FROM: Stewart Taylor, Finance Director *ST*  
DATE: October 14, 2011, for the October 26, 2011, City Council Meeting  
SUBJECT: Recreational Immunity Opt-in

RELATES TO STRATEGIC PLAN THEME: • Effective Government

Action Requested:

By resolution, opt in to the recreational immunity provided by HB 2865 when allowing public use of unimproved rights of way (ROWs).

Discussion:

Recent legislation was adopted to address a specific Portland situation where there was strong interest in making unimproved ROWs available for public recreation purposes. The ROWs would still be considered unimproved and the city would not assume maintenance. The city and the owners of the land abutting the ROWs were concerned about liability if users of these pathways were injured and claimed the landowner or ROW owner, or both, were at fault for design, construction, or maintenance of the improvements.

HB 2865 was introduced as an attempt to provide immunity from liability. The original bill applied only to cities with a population of 500,000 or more (i.e., only Portland). It was later amended to add a provision whereby smaller counties, as well as smaller cities, could opt in by ordinance or resolution.

The City of Albany has several trails located in both easements and unimproved ROWs. The Takena Landing trail, portions of the Dave Clark riverfront path, and the trails around Simpson Park are examples. The immunity granted by the legislation lends favorable consideration to the continued public use of the existing trails and any future ROWs made available for similar uses.

There is some uncertainty as to whether this immunity would actually be upheld against a constitutional challenge in a claim against public employees or volunteers. However, since the right to use the trails is a benefit granted to the users, the immunity would reasonably be upheld. Even if the immunity is not upheld, there seems to be no disadvantage to opting in since a city would be no worse off.

Budget Impact:

None.

ST

c: Ed Hodney  
Mark Shephard  
Ron Irish

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF ALBANY, OREGON, OPTING IN TO THE RECREATIONAL IMMUNITY PROVIDED BY HB 2865 WHEN ALLOWING PUBLIC USE OF UNIMPROVED RIGHT-OF-WAYS (ROWs).

WHEREAS, recent legislation was adopted to address a specific Portland situation where there was strong interest in making unimproved ROWs available for public recreation purposes; and

WHEREAS, the city and the owners of the land abutting the ROWs were concerned about liability if users of these pathways were injured and claimed the landowner or ROW owner, or both, were at fault for design, construction, or maintenance of the improvements; and

WHEREAS, HB 2865 was introduced as an attempt to provide immunity from liability to cities with a population of 500,000 or more; and

WHEREAS, the bill was later amended to add a provision whereby smaller counties, as well as smaller cities, could opt in by ordinance or resolution; and

WHEREAS, The City of Albany has several trails located in both easements and unimproved ROWs including the Tadena Landing trail, portions of the Dave Clark riverfront path, and the trails around Simpson Park; and

WHEREAS, the immunity granted by the legislation lends favorable consideration to the continued public use of the existing trails and any future ROWs made available for similar uses; and

WHEREAS, even if the immunity is not upheld, there seems to be no disadvantage to opting in since a city would be no worse off.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALBANY, OREGON, as follows:

1. The recreational immunity provided by HB 2865 is a consideration in the decision to allow trail use in existing and future ROWs.
2. The City Council hereby opts in to the recreational immunity provided by HB 2865 when allowing public use of unimproved rights of way.

This Resolution shall take effect immediately upon its adoption by the City Council and execution by the Mayor.

DATED AND EFFECTIVE THIS 26<sup>TH</sup> DAY OF OCTOBER, 2011.

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Mayor

ATTEST:

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City Clerk



TO: Albany City Council  
VIA: Wes Hare, City Manager  
FROM: Ed Hodney, Parks & Recreation Director *EH*  
DATE: October 20, 2011, for the October 26, 2011, City Council Meeting  
SUBJECT: Authorization to Sign Intergovernmental Agreement for Turtle Study Grant  
RELATES TO STRATEGIC PLAN THEME: ● An Effective Government  
● Great Neighborhoods

Action Requested:

Approve a Motion authorizing the Parks & Recreation Director to sign an Intergovernmental Agreement with the Oregon Department of Fish and Wildlife (ODFW) for a Thornton Lake turtle study and management plan.

Discussion:

On July 13, 2011, the City Council authorized the Parks & Recreation Director to apply for a grant from ODFW to develop a turtle management plan, including a turtle population count and the removal of invasive weeds on the City's East Thornton Lake Natural Area property. The grant request has since been approved, and the parties must now sign an Intergovernmental Agreement (IGA) to proceed with the study.

Budget Impact:

The total project budget is \$52,538 over a two-year period, of which the City will pay \$26,269, or 50 percent of the total. The project will begin in late spring of 2012 and will be completed by October 2013, with most of the expenditures occurring in the FY 2012-2013 and FY 2013-2014 budget years. Staff will request a Supplemental Budget appropriation next spring when there's a better sense of the amount of money likely to be spent in the current fiscal year.

Parks & Recreation funds will provide the match for the ODFW grant.



**INTERGOVERNMENTAL AGREEMENT**  
*between*  
**OREGON DEPARTMENT OF FISH AND WILDLIFE**  
*and*  
**CITY OF ALBANY**  
*for*  
**T-33-D-1; E-01 Thornton Lake Turtle Management Plan**

**Authorization.** This Agreement is entered into between State of Oregon acting by and through its **Oregon Department of Fish and Wildlife (ODFW)** and the **City of Albany (Recipient)**. This Agreement is entered into under the authority of ORS 496.146(11).

**Objective.** The purpose of this Agreement is protect and conserve Thornton Lake's Western Pond and Western Painted Turtles through development of a management plan, to collect data that will contribute to the long-term protection and conservation of both turtle species and by removal of invasive non-native plants from Oregon Conservation Strategy habitats.

1. **Effective Date and Duration.** This Agreement becomes effective on **date of last signature in this agreement** and unless terminated or extended, this Agreement shall expire when ODFW accepts Recipient's completed performance report on or before **September 30, 2013**, whichever date occurs first.
2. **Statement of Work.** The Statement of Work and Budget (the "Work") as approved by USFWS are contained in Exhibit A, attached and incorporated by reference into this Agreement. Recipient agrees to perform the Work in accordance with the terms and conditions of this Agreement.
3. **Agreement Documents.** This Agreement consists of the following documents, which are listed, in descending order of precedence: this Agreement less all exhibits, attached Exhibit A (Statement of Work and Budgets), Exhibit B (U.S. Fish and Wildlife Service ("USFWS") Approval Letter), Exhibit C (Compliance Requirements, Federal Aid Section 7 Evaluation Form and supplements, NEPA Compliance checklist and State Historic Preservation Office letter) and Exhibit D (ODFW State Wildlife Grant Program Accounting and Recordkeeping Guidance and Reimbursement-Match Declaration Forms A – C). All attached Exhibits are hereby incorporated by reference.
4. **Consideration.** ODFW agrees to pay Recipient the sum not to exceed **\$26,269** for accomplishing the Work required under this Agreement. ODFW's obligations to pay Recipient under this Agreement are expressly conditioned upon ODFW's receipt of funds from the U.S. Fish and Wildlife Service (USFWS) and the State of Oregon to fund this Project under the T-33-D-1 State Wildlife Grant (SWG). If there are conditions in the Agreement that cause ODFW, USFWS, and the State of Oregon to request funds to be returned due to noncompliance by **Recipient**, then **Recipient** must reimburse ODFW for all funds that are called back by USFWS and the State of Oregon as a result of Recipient's noncompliance.  
**Match.** Recipient must provide **\$ 26,269** of the total Project cost. Recipient must document any cash and in-kind contributions Recipient makes to the Project and submit that documentation to ODFW with its invoices and reimbursement requests. If any Project cost savings are realized, all parties must share equally in that saving.
5. **Funds Available and Authorized; Payments**
  - a. ODFW has received funding allocation and approval from the Wildlife and Sport Fish Restoration Program, USFWS, for this Project under the SWG Program, T-33-D-1 Conservation Strategy

- Competitive Grants Program (CFDA No. 15.634). ODFW has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement within ODFW's biennial appropriation or limitation. The Recipient understands and agrees that ODFW's payment of amounts under this Agreement attributable to Work performed after the last day of the current biennium is contingent on ODFW receiving from the Oregon Legislative Assembly appropriations, limitations, or other expenditure authority sufficient to allow ODFW, in the exercise of its reasonable administration discretion, to continue to make payments under this Agreement.
- b. Recipient shall not be compensated for work performed under this Agreement by any other agency or department of the State of Oregon, the United States or any other party.
  - c. ODFW will only pay for completed work that is accepted by ODFW, based on the description of the statement of work and budget identified in Exhibit A and performed in compliance with the terms of this Agreement and the attached Exhibits.
  - d. ODFW shall not pay Recipient for any work performed before the effective date or after the expiration date of this Agreement.
  - e. Recipient submits and ODFW approves a completed invoice and a completed State Wildlife Program (SWG) reimbursement/match worksheet (Exhibit D), following the SWG Accounting and Recordkeeping Guidance (Exhibit D) for reimbursement and match credit of costs incurred in implementing the Project. Each request for reimbursement must include an itemized list and documentation of expenditures, including facsimiles of actual paid invoices and receipts. Costs incurred for travel, lodging and meals shall be reimbursed to the extent they do not exceed Federal Travel Regulation per diem rates in effect at the time of travel and in accordance with the Oregon Accounting Manual travel policy. Non-itemized or incomplete invoices and reimbursement requests shall be detained for payment processing until Recipient supplies, and ODFW approves, corrected documents.
  - f. Payments will be made to Recipient within 45 days of ODFW acceptance of Recipient's request for reimbursement.
  - g. Final request for reimbursement and invoices must be submitted to ODFW within 45 calendars days of termination of this Agreement.
  - h. ODFW will retain ten percent (10%) of the Grant Funds until the end of the Project time and release it upon receipt of a Project Completion Report showing that Recipient did fully implement the Project as per the requirements of this Agreement and upon approval of that work by ODFW.
6. **Reporting Requirements.** As a requirement of USFWS, the Recipient shall compile and deliver to the ODFW annual and final reports that describe the Project progress and/or the work completed under this Agreement using ODFW approved reporting template. The ODFW program manager will provide the report format to the Recipient's project manager. The reporting period is based on the inception date of the Grant. The first interim Project report will be due on November 14, 2011 for the reporting period of September 1, 2011 through September 30, 2011. A final Project report must be submitted within 45 days following the Project end date, and will be due on November 14, 2013. The reports must include:
- a. Expenditures of both grant and match funds;
  - b. Objectives (from Budget Narrative Exhibit A);
  - c. Description of work completed and methods used in completing the work;
  - d. Explanation of why objectives or portions of objectives were not completed. If the work could not be performed within the period specified, provide a statement of the problem, the actions to be taken to resolve the problem, and when it is anticipated that the objectives will be completed.
  - e. Explanation of why expenditures differ from original Project budget;
  - f. Any additional information that would be helpful in evaluating the strengths and weaknesses of the Project methods, materials or assumptions based on expectations of results.

Recipient must report any changes to key project staff (e.g. project manager, specialists, researchers) to ODFW within 10 business days of the change.

7. **No Third Party Beneficiaries.** ODFW and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall

be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

- 8. Subcontracts and Assignment.** Recipient may not enter into any subcontracts, not already identified in the Work required by this Agreement, or assign or transfer any of its interest in this Agreement without ODFW's prior written consent. All subcontractors must be eligible to receive federal funds and not be listed on excluded parties list system. The Recipient will include in any subcontract under this Agreement that the subcontract be bound by Articles 1 through 3, 10 through 18, and the compliance requirements of this Agreement (Exhibit C).

The Recipient is responsible to ensure that any contractor, its subcontractors, if any, and all employers working under this Cooperative Agreement are subject employers under the Oregon Workers' Compensation Law and will comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

- 9. Amendments.** The terms of this Agreement may not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. No amendment shall be effective and bind either party until signed by all parties to this Agreement and all required state approvals have been obtained.
- 10. Termination.** This Agreement or any amendments may be terminated upon mutual written consent signed by both parties or by either party upon thirty (30) days written notice delivered by certified mail or in person. Oral terminations may be used when time is critical, but must be followed by a written notice. ODFW may amend a termination notice as needed if circumstances change after the original notice was issued. ODFW may, with written consent of Recipient, reinstate the terminated portion of the Agreement in whole or in part by amending the notice of termination, if such an action is in the interest of ODFW and Recipient. The reasons for doing so will be documents in the Agreement file.
- 11. Representations and Warranties.** Recipient represents and warrants to ODFW that (1) Recipient has the power and authority to enter into and perform this Agreement, (2) this Agreement, when executed and delivered, shall be a valid and binding obligation of Recipient enforceable in accordance with its terms, (3) the Work under this Agreement shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, and (4) Recipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Work.
- 12. Disputes.** Both parties will try to resolve all agreement issues by mutual consent at the agencies' approving authority level, without litigation.
- In appropriate circumstances, before issuing a decision on a claim, ODFW will initiate informal discussions between the parties, facilitated by individuals who have not participated substantially in the matter in dispute, to aid in resolving the differences. If the informal discussions are not successful, both parties may use non-binding arbitration or mediation to resolve the dispute.
- 13. Indemnity.** Recipient and ODFW each shall be responsible, to the extent permitted by the Oregon tort Claims Act (ORS 30.60-30.300), only for the acts, omissions or negligence of its own officers, employees or agents. Recipient and its employees or volunteers are not considered "officers, employees, or agents" of the State of Oregon as those terms are used in ORS 30.265.
- 14. Publicity and Publications.** Recipient shall acknowledge funding from ODFW and USFWS in any publicity, publications, citations and signage concerning this project, using language included in the program accounting and record keeping guidance.
- 15. Records Maintenance; Access.** Recipient will maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient will maintain any other records pertinent to this Agreement in such a manner as to clearly document Recipient's performance. Recipient acknowledges and agrees that USFWS, ODFW, the Oregon Secretary of State's Office and their duly authorized representatives shall have access to the books, documents, papers and records (whether in electronic or hard copy form) of Recipient that are directly related to this agreement, the Project or the Grant Funds provided hereunder, for the purpose of verifying Recipient's compliance with this agreement, making audits, and examinations. Recipient will retain and keep accessible all

such fiscal records, books, documents, papers, plans and writings for a minimum of six (6) years or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- 16. Compliance with Applicable Law.** Recipient agrees to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement or to Recipient's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time and as identified in exhibit C.
- 17. Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Recipient or ODFW at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section 16. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against ODFW, such facsimile transmission must be confirmed by telephone notice to ODFW's project manager. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- 18. Merger Clause; Waiver.** This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.

BOTH PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGE THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

**Approved by:**

**Recipient:**

\_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

**Oregon Department of Fish and Wildlife:**

\_\_\_\_\_  
Debbie Colbert  
Deputy Director for Administration

\_\_\_\_\_  
Date

**T-33-D-1; E-01 Thornton Lake Turtle Management Plan**

**Administrative Summary**

Funding Source: U.S. Fish and Wildlife Service, State Wildlife Grants

Project Manager Address: Ed Hodney, Director of Parks and Recreation  
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ODFW Project Manager Address: Peter Moore  
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3406 Cherry Avenue NE  
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ODFW Administrative Contact Address: Karen Buell  
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3406 Cherry Avenue NE  
Salem, Oregon 97303

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ODFW Procurement Contact Address: Jeff Svejcar  
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Salem, Oregon 97303

Telephone: (503) 947-6192

EXHIBIT A: STATEMENT OF WORK

PROJECT NARRATIVE

1. **State & Agency:** Oregon; Oregon Department of Fish and Wildlife
2. **Federal Grant Number:** T-33-D
3. **Federal Grant Name:** Conservation Strategy External Grants Program 2011
4. **State Subgrant Number:** E-01
5. **State Subgrant Name:** Segment 1; Thornton Lake Turtle Management Plan
6. **Grant Period:** 10/01/10 – 09/30/13  
**Project Period:** date of USFWS approval – 09/30/13
7. **Location of work:** Multiple sites on both public and private land around Thornton Lake; Albany; Benton County, Oregon; Fourth Congressional District
8. **Costs:** Please identify sources of federal funds and match and indicate amounts budgeted for each. Indicate if match is in-kind (3<sup>rd</sup> party only).

Source	Budgeted
Federal : USFWS – SWG	\$26,269
Other Federal:	
City of Albany – cash	\$26,269
<b>Total Federal</b>	<b>\$26,269</b>
<b>Total Match</b>	<b>\$26,269</b>
<b>Total Project:</b>	<b>\$52,538</b>

9. **Project Goal:** Protect and conserve Thornton Lake’s Western Pond and Western Painted Turtles through development of a management plan and by removal of invasive non-native plants from Oregon Conservation Strategy (OCS) Habitats. Targeted removal of invasive plant species will restore the wooded riparian, restore habitat complexity and enhance habitats for other Strategy Species. Invasive plant removal from the riparian habitat is essential as an initial step for turtle habitat restoration. The overall goal of this project is to collect data that will contribute to the long-term protection and conservation of both turtle species. Additional goals include collecting data that will help to address some of the data gaps identified in the OCS for turtles, and making recommendations for habitat protection and restoration for the East Thornton Lake Natural Area and adjacent private properties.
10. **Need:** This project will assess the habitat requirements for the continued successful establishment of the turtle populations in the Thornton Lake area. Thornton Lake is located approximately 2500 ft from the Willamette River Floodplain Conservation Opportunity Area (COA-03). Studies funded by the City of Albany have established the Thornton Lake drainage as a floodway of the Willamette River and essential for floodplain management. It is likely that turtles are able to move between Thornton Lake and the Willamette River. The larger population of western pond and western painted turtles inhabiting the river will benefit from creation of a population stronghold protected at Thornton Lake.

Western pond and painted turtles are listed as Strategy Species in the Oregon Conservation Strategy (OCS). Both species are threatened by the loss of wetland and riverine habitat, disturbance in nesting areas, and expanding predator populations. Their numbers are in decline and have led to them being listed as Sensitive Critical by the Oregon Department of Fish and Wildlife. This proposed project will gain new insight into the dynamics of a local turtle population, an important data gap identified in the 2006 OCS. Long-term monitoring planned at the site will facilitate an analysis of the response of turtle populations to habitat restoration activities. This project will serve as a significant case study for wildlife habitat effectiveness monitoring, of which there are few other examples (except for anadromous fish) from the Pacific Northwest.

Proposed nest protection, vegetation management, and placement of basking structures have been identified in the Strategy as some of the most important conservation actions that can be taken to benefit native turtles. As indicated in the OCS (pg. 336), limiting factors for native turtles in the Willamette Valley include loss of both aquatic and nesting habitats as well as the introduction of pathogens from introduced, non-native turtle species. Data gaps addressed in the OCS for turtles (pg. 336) include impacts from diseases introduced and/or spread by non-native turtles and population dynamics. This project will help to fill in some of these data gaps by collecting information on presence of non-native turtles and locations of turtles and their habitat use. Habitats will be evaluated and recommendations made for restoration that will benefit not only turtles but also other native species.

Removal of invasive species from the riparian will complement the recommended Conservation Actions for the Willamette River Floodplain Conservation Opportunity Area (WV-03). These actions will “maintain or restore riparian habitat & ecological function, ensure sufficient habitat complexity for wildlife, promote early detection and suppression of invasive weeds, and restore or enhance wetlands” as stated in the OCS. It also offsets the “loss of habitat through on-site restoration or long-term protection and management” (OCS p. 268). Removal of invasive plants will also maintain or increase riparian cover (OCS p. 267). The development of a management plan will develop the framework “for using species and habitat indicators to assess habitat status and trends” (OCS p. 367).

- 11. Project Summary:** A monitoring program is needed to assess the turtle populations and locate their breeding sites in the project area. This information will be used to determine the baseline status of turtle populations prior to habitat restoration activities and an anticipated increase in recreational visitors to the lake. We plan to seek future funding to conduct periodic surveys so that we may monitor population trends and the response of turtle populations to changing conditions at the lake. The information generated through surveys will facilitate adaptive management planning and allow City land managers to balance turtle conservation activities with other land use goals for the site. Monitoring activities will focus on two areas; data collection and analysis: 1) estimating the size and demographics of western painted and western pond turtle populations, and 2) determining the locations of major turtle nesting areas at the site.

Enhancement of the riparian through invasive plant removal will benefit many at risk wildlife species that use this area for nesting, forage and cover. An invasive plant management plan will develop strategies for the early detection, control and prevention of invasives using site appropriate methods.

- 12. Objectives and Tasks:**

**Objective 1: Determine the size and demographic structure of western painted and western pond turtle populations in Thornton Lake. The first two years of monitoring will be used to establish the baseline status of native turtle populations.**

**Task 1.1:** Population data collection.

**Methods:** We will conduct three 10-day trapping sessions during each of the first two years of the project. Turtles will be captured using baited, floating funnel traps. Traps will be checked periodically throughout the day while the traps are open. For each captured turtle capture location, species, individual ID (if applicable) sex, size class, weight, new or re-capture, and any unique individual characteristics will be recorded. Turtles will be permanently marked by filing a small notch into a marginal scute according to a standardized numeric coding system. Photos will be taken of each turtle and will include plastron, carapace and head shots. Native turtles will be immediately released following data collection. Non-native turtles will be euthanized per ODFW instructions on the scientific taking permit.

**Rationale:** These data are requisite for an analysis of population size and structure.

**Product(s):** A database of individual capture histories for native pond turtles at Thornton Lake and maps of turtle capture locations.

**Schedule:** Trapping sessions will occur September 2011, May 2012, July 2012, September 2012, and May 2013.

**Cost:** \$10,868

**Task 1.2:** Analysis of marked individual turtles.

**Methods:** We will utilize the MARK program, a widely used software package developed for population analysis of data collected from captured, marked, and re-captured animals.

**Rationale:** The purpose of this task is to determine the sizes and demographics of native turtle populations in Thornton Lake. Such analyses will identify if population recruitment is occurring or whether the turtle population is skewed to all adults or to one sex. Previous studies have shown pond and painted turtle populations that include only adults or have significantly more males than females. This may be due to the loss hatchlings/juveniles to introduced predators such as bullfrogs or because females experience higher mortality rates while making terrestrial movements during nesting season.

**Product(s):** A written report will describe the current status, estimate size and structure of native turtle populations and provide initial conservation recommendations. Long-term monitoring of turtle populations and habitat conditions will allow us to assess the impacts of restoration activities, recreation use and vehicle traffic on turtles.

**Schedule:** Completed by September 2013

**Cost:** \$2,350

**Objective 2: Improve recruitment within native turtle populations.**

**Task 2.1:** Locate and protect turtle nesting sites; identify potential nesting habitats.

**Methods:** Various methods will be used to locate nests which will include conducting visual surveys of areas to find nests, using a detection dog trained to search for western pond turtle nests and train neighborhood volunteers to locate nesting areas being used by native turtles. If existing nesting areas can be identified, we will take actions such as protecting nests with predator exclosures and work with cooperating property owners to minimize disturbance in occupied nesting habitat during the breeding season. The predator exclosures are wire cages which will be placed onto the soil surface and weighted to be held in place. There will be no soil disturbance or penetration with stakes or posts.

**Rationale:** Suitable nesting habitats likely are the single most limiting factor affecting turtle populations. Turtle nests typically experience high rate of predation by native predators including raccoons and coyotes. Human disturbance around riparian areas can interfere with terrestrial nesting movements by females.

**Product(s):** Maps of potential nesting habitat; UTM coordinates and maps of discovered nests.

**Schedule:** Searches will be conducted in September 2011, mid-to-late May 2012, June 2012, early July 2012, and May – June of 2013.

**Cost:** \$4,470

**Objective 3: Improve availability of basking sites.**

**Task 3.1:** Log and raft placements

**Methods:** An assessment of existing basking sites (typically emergent logs) will be conducted and areas that lack logs suitable for basking will be identified and supplemented with log placements or constructed rafts. Where feasible salvaged logs (diameter >15 in) will be placed at appropriate locations in Thornton Lake. 3' x 3' rafts will be constructed of marine plywood and PVC floats will be installed in the lake offshore from properties with landowners that have agreed to record observations of marked turtles.

**Rationale:** Basking is an essential thermoregulatory behavior in which turtles gain energy via exposure to the sun and warm air. The partial interruption of the connection between Thornton Lake and the main channel of the Willamette River has resulted in low recruitment of woody debris into the lake. An important secondary benefit of this task will be improved opportunities to observe turtles as they bask on logs and rafts utilizing a "citizen science" effort supported by volunteer landowners.

**Product(s):** A minimum of 15-20 new basking sites in Thornton Lake; a dataset of turtle observations.

**Schedule:** Completed by December 2012

**Cost:** Materials will be provided at no cost and volunteers will perform the work. Volunteer labor is not being used as match on this project.

**Objective 4: Ensure long-term viability of turtle populations.**

**Task 4.1:** Develop an adaptive management plan for conserving turtles.

**Methods:** Interdisciplinary review of turtle monitoring data within the context of the overarching management plan.

**Rationale:** The factors limiting native turtle populations at Thornton Lake are currently unknown. Yet monitoring data and analysis during the baseline monitoring period and over a longer period of time is expected to improve our understanding of how restoration actions, residential development, roads, non-native turtles, and predators affect western painted and western pond turtle populations. Consequently, it is more likely the City of Albany can respond with conservation actions matched to the factors having the greatest impact on turtles.

**Product(s):** The first iteration of a written adaptive management plan; recommendations for 10 year plan to conserve native turtles. This will be one of very few case studies from Oregon in which rigorously collected baseline data has been collected and analyzed for an at-risk wildlife population prior to starting planned management actions.

**Schedule:** The management plan will be started at the beginning of the second year of sampling and completed as a deliverable in the fall of 2013.

**Cost:** \$8,450

**Objective 5: Weed management of the riparian habitat at East Thornton Lake Natural Area.**

**Task 5.1:** Remove and control long term the invasive blackberry, English ivy, false brome and reed canary grass from the riparian zone of the East Thornton Lake Natural Area site.

**Methods:** The site will be evaluated before, during and after weed removal by habitat biologists. This will insure that the weed abatement activities minimize negative impacts to wildlife that may be present and/or are dependent upon the wooded riparian and adjacent lake side habitats for nesting, feeding or over story protection. A cultural resource survey (not funded as part of this grant) will also be conducted prior to the weed control activities to ensure that resources are not impacted by ground disturbance. The USFWS tribal notification process will be followed.

Aerial portions of target weeds will be removed either by hand or by using very light weight, rubber tracked skid steer machines with a ground pressure less than 4 psi. The skid steer is an operator-mounted machine that will cut vegetation at or slightly above the ground surface. These machines minimize ground disturbance and are an efficient tool to remove aerial portions of invasive weeds that have become patchy monocultures (e.g. Blackberry). Topsoil will not be removed, although gopher mounds and similar protrusions could be grazed by the machine. No stumps or root wads will be pulled up or extracted. Depending on soil moisture content at the time of operation, the machine may compress the soil slightly.

If deemed appropriate, aerial weed removal will be followed by two herbicide treatments applied at intervals sufficient to allow for target weed re-growth (late summer/fall). All herbicides and their application methods will follow U.S.F.W., U.S.E.P.A., Tribal and all other Federal and State agency guidelines and regulations for use in riparian corridors. Treatments on climbing ivy vines will consist of cutting an 8-12" halo around each affected tree and manually brushing herbicide on the root side of the stem.

Once treatment has occurred, the treated areas will be monitored twice a year (spring and fall) for the presence of invading weeds. Control measures will consist of either hand or mechanical removal (as described above) or chemical treatment or a combination of treatments and will occur within 6 months of invasive weed detection.

**Rationale:** The East Thornton Lake Natural Area property was recently acquired by the City of Albany for conservation, restoration and education activities. The wooded riparian area about the lakeside has been in decline for some time due to invasive weeds which have crowded out some of the native understory plant communities and created patches of thick invasive weed monocultures along this 1800 foot riparian zone. Loss of native habitat throughout the Willamette Valley due to invasive weeds has been cited as an important factor in the decline of both the Western Pond and Painted Turtles and many bird species (OCS). It is essential that we remove the invasive weeds found at East Thornton Lake Natural Area so that we can maintain adequate habitat for our two resident turtle species and the many at-risk bird species which are known to use this site.

**Product(s):** The City of Albany will create an invasive weed management plan for the site with input from State, tribal and federal natural resource experts. This plan will include monitoring, weed management and documentation protocols so that long-term weed control efforts can be evaluated.

**Schedule:** Weed control measures will begin in the summer 2012 (after turtle nests have been vacated) and continue the following year. Actual on-site weed abatement activity will be determined in consultation with wildlife biologists to minimize negative impacts to seasonal wildlife activities such as turtle movements for nesting and aestivation and at risk bird nesting and feeding needs. The weed management plan will be started at the beginning of the second year and completed as a deliverable in the fall of 2013.

**Cost:** \$26,400

**13. Project Benefits:** A monitoring program is needed to assess the turtle populations and locate their breeding sites in the project area. This information will be used to determine the baseline status of turtle populations prior to habitat restoration activities and an anticipated increase in recreational visitors to the lake. We plan to seek future funding to conduct periodic surveys so that we may monitor population trends and the response of turtle populations to changing conditions at the lake. The information generated through surveys will facilitate adaptive management planning and allow City land managers to balance turtle conservation activities with other land use goals for the site. Monitoring activities will focus on two areas; data collection and analysis: 1) estimating the size and demographics of western painted and western pond turtle populations, and 2) determining the locations of major turtle nesting areas at the site.

Enhancement of the riparian through invasive plant removal will benefit many at risk wildlife species that use this area for nesting, forage and cover. An invasive plant management plan will develop strategies for the early detection, control and prevention of invasives using site appropriate methods.

**14. Is the work in this application part of a larger undertaking with other components and funding (Y/N)?**

Yes. East/West Thornton Lake (one body of water) is a remnant channel of the Willamette River. During heavy winter and spring runoff, water moves from the river through an

established channel to the east end of the lake before it re-enters the Willamette River north of Albany. The East Thornton Lake Natural Area which consists of two contiguous tax lots totaling 26.72 acres was purchased by the City of Albany in November 2010. Through acquisition and restoration, the City hopes to:

- Stabilize critical breeding habitat for Western pond and painted turtles. The East Thornton Lake Natural Area contains aquatic habitat currently supports breeding populations of both the Western pond and painted turtles. The site offers the unique opportunity to protect and restore aquatic, riparian and upland habitats for turtles that will meet all their life requirements;
- Prevent ecosystem degradation for Northern red-legged frog, Western grey squirrel, Short-eared owl, Acorn woodpecker, White-breasted nuthatch, American bittern, Dusky Canada goose and Western meadow lark which are all known to occur on-site;
- Protect and restore recognized priority habitats such as fresh-water aquatic beds and emergent marshes, riparian forest and shrub lands and Western Oregon upland prairie and oak savanna; and
- Protect and enhance an area with exceptional biodiversity that is known to contain rare or at-risk plant communities and threatened fresh-water mussels.

**15. What permits are necessary for this project?** An ODFW Scientific taking permit will be obtained prior to the initiation of Task 1.

**16. Federal Compliance:** State Wildlife Grant projects must comply with federal acts that protect listed species and cultural resources.

**Will this project involve (Y/N)?**

- a. Ground-disturbing activities (e.g. planting seeds or plugs, pulling weeds, burning, digging, excavation, dragging trees or equipment, scraping or disturbance of the soil surface)? No
- b. Machinery? No
- c. Disturbance to existing structures greater than 50 years old? No

**Describe any cultural surveys or compliance approvals that were gained on earlier phased of project work at the same site, or actions that have been made toward achieving compliance:** N/A

**17. Name, title, phone number, and e-mail address of person compiling this form:**  
Peter Moore, Wildlife Restoration Coordinator  
(503) 947-6316  
[Peter.J.Moore@state.or.us](mailto:Peter.J.Moore@state.or.us)

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**EXHIBIT A: BUDGETS**

<b>PROJECT BUDGET SUMMARY</b>					
<b>Federal Grant Program:</b>	State Wildlife Grants	<b>Federal Grant No.:</b>	T-33-D-1		
<b>Grant Period:</b>	10/01/10 - 09/30/13	<b>State Contract Number:</b>	Unassigned		
<b>Project Period:</b>	date of ODFW contract execution - 09/30/13	<b>ODFW Project Leader:</b>	Peter Moore		
<b>Project Title:</b>	E-01 Thornton Lake Turtle Management Plan	<b>ODFW Cost Center:</b>	Unassigned		
<b>Personal Service Summary</b>					
A: Name/ Class Title <small>(Write in employee name and Class Title; If the position is vacant enter vacant and Class Title)</small>	B: Position # <small>(Write in the position number from PICS)</small>	C: Hours <small>(number of hours staff will be working on project)</small>	D: Hourly Rate <small>(From monthly salary from Personnel Compensation Plan)</small>	E: Hourly O.P.E. <small>rate from OPE calc.</small>	F: Total <small>C x (D+E)</small>
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Personal Services Total</b>					<b>\$ -</b>
<b>Service &amp; Supplies Summary (list items below)</b>					
					\$ -
					\$ -
<b>Supplies &amp; Services Total</b>					<b>\$ -</b>
<b>Program Income (for PR use only - see attached program income summary)</b>				<b>Project Income Total</b>	\$ -
				<b>Operations Total</b>	\$ -
				<b>*Overhead @ 10%</b>	\$ -
				<small>*On federal \$\$ only</small>	
<b>Capital Outlay Summary (list items below)</b>					
					\$ -
<b>Capital Outlay Total</b>					<b>\$ -</b>
<b>Contractual Services Summary (list services below)</b>					
Turtle population monitoring					\$ 26,138
Invasive plant species removal					\$ 26,400
<b>Contractual Services Total</b>					<b>\$ 52,538</b>
<b>Total Contract</b>					<b>\$ 52,538</b>
<b>Barter (For PR use only - no net monetary gain to contract)</b>				<b>Barter Total</b>	\$ -
<b>Federal Dollars</b>		<small>(enter the \$)</small>	\$	26,269	<b>Percent</b> 50%
<b>State Match</b>					50%
<b>Personnel (see exhibit B for match summary)</b>		<small>(enter the \$)</small>	\$	-	
<b>Cash</b>		<small>(enter the \$)</small>	\$	-	
<b>Other Party Match</b>					
<b>In-kind (see exhibit B for match summary)</b>		<small>(enter the \$)</small>	\$	-	
<b>Cash</b>		<small>(enter the \$)</small>	\$	26,269	
<b>Source of match:</b>	<b>Type of Match</b>	<b>Amount</b>			
City of Albany	cash	\$	26,269		
		\$	-		
		\$	-		
		\$	-		
		\$	13		
<b>Total</b>		\$	<b>26,269</b>		

**Federal Dollar Summary**

<b>Federal Grant Program:</b>	State Wildlife Grants	<b>Federal Grant No.:</b>	T-33-D-1
<b>Grant Period:</b>	10/01/10 - 09/30/13	<b>State Contract Number:</b>	Unassigned
<b>Project Period:</b>	date of ODFW contract execution - 09/30/13	<b>ODFW Project Leader:</b>	Peter Moore
<b>Project Title:</b>	E-01 Thornton Lake Turtle Management Plan	<b>ODFW Cost Center:</b>	Unassigned

**Personal Services:**

<b>A: Name/ Class Title</b> <i>(Write in employee name and Class Title; If the position is vacant enter vacant and Class Title)</i>	<b>B: Position #</b> <i>(Write in the position number from PICS)</i>	<b>C: Hours</b> <i>(number of hours staff charged to grant)</i>	<b>D: Hourly Rate</b> <i>(From monthly salary from Personnel Compensation Plan)</i>	<b>E: Hourly O.P.E.</b> <i>rate from OPE calc.</i>	<b>F: Total</b> <i>C x (D+E)</i>
<b>Personal Services Federal Total</b>					<b>\$ -</b>

**Services & Supplies (list items below):**

<b>Serv. &amp; Supplies Federal Total</b>		<b>\$ -</b>
<b>Operations Federal Total</b>		<b>\$ -</b>
<b>Overhead @ 22.65%</b>		<b>\$ -</b>

**Capital Outlay (list items below):**

<b>Capital Outlay Federal Total</b>		<b>\$ -</b>

**Contract Services (list items below):**

Turtle population monitoring	\$ 13,069	
Invasive plant species removal	\$ 13,200	
<b>Contract Services Federal Total</b>		<b>\$ 26,269</b>
<b>Federal Total</b>		<b>\$ 26,269</b>

**Match Dollar Summary**

<b>Federal Grant Program:</b>	State Wildlife Grants	<b>Federal Grant No.:</b>	T-33-D-1
<b>Grant Period:</b>	10/01/10 - 09/30/13	<b>State Contract Number:</b>	Unassigned
<b>Project Period:</b>	date of ODFW contract execution - 09/30/13	<b>ODFW Project Leader:</b>	Peter Moore
<b>Project Title:</b>	Management Plan	<b>ODFW Cost Center:</b>	Unassigned

**Personal Services:**

A: Name/ Class Title <small>(Write in employee name and Class Title; If the position is vacant enter vacant and Class Title)</small>	B: Position # <small>(Write in the position number from PICS)</small>	C: Hours <small>(number of hours staff will be performing work as match)</small>	D: Hourly Rate <small>(From monthly salary from Personnel Compensation Plan)</small>	E: Hourly O.P.E. <small>rate from OPE calc.</small>	F: Total <small>C x (D+E)</small>
					\$ -
					\$ -
					\$ -
					\$ -
		0			\$ -
		.			
		.			
		.			
					\$ -
<b>Personal Services Match Total</b>					<b>\$ -</b>

**Services & Supplies (list items below):**

<b>Serv. &amp; Supplies Match Total</b>		<b>\$ -</b>
<b>Operations Match Total</b>		<b>\$ -</b>

**Capital Outlay (list items below):**

<b>Capital Outlay Match Total</b>		<b>\$ -</b>

**Contract Services (list items below):**

Turtle population monitoring	\$	13,069
Invasive plant species removal	\$	13,200
<b>Contract Services Match Total</b>		<b>\$ 26,269</b>
<b>Match Total</b>		<b>\$ 26,269</b>

Source of match:	Type of Match	Amount
City of Albany	cash	\$ 26,269
		\$ -
		\$ -
		\$ -
		\$ 15
		\$ -
<b>Total</b>		<b>\$ 26,269</b>



EXHIBIT B: USFWS AWARD LETTER



United States Department of the Interior

FISH AND WILDLIFE SERVICE

911 NE 11<sup>th</sup> Avenue  
Portland, Oregon 97232-4181

In Response Reply To:  
FWS/WSFR

August 11, 2011

Peter Moore  
Wildlife Restoration Coordinator  
Oregon Department of Fish and Wildlife  
3406 Cherry Ave. NE  
Salem, OR 97303

Dear Peter:

This letter is notification that the project Thornton Lake Turtle Management Plan OR T-33-D-1 E01 has been approved pending adherence to the following provisions (see attached BA dated August 10, 2011):

1. Invasive plant removal will remain unapproved not commence until the East Thornton Lake Natural Area site has been evaluated by natural resource specialists for the presence of listed, proposed, or candidate species. The results of such surveys will be reported to the WSFR grant manager and a plan will be written to protect listed species, found to be present at the site, from project activities.
2. Only Aquamaster®, Rodeo®, and Garlon 3A® herbicide products will be used.
3. If a surfactant is used, then only LI-700, Agri-dex, or equivalent will be used.
4. No broadcast use (via ATV, booms) of Aquamaster®, Rodeo®, and Garlon 3A® will occur.
5. Garlon 3 will be limited to 1 application per site per year.
6. The herbicide applicator shall comply with all label instructions, and all applicable Federal, State, and local laws and ordinances.
7. Applicators will have a spill response plan available to them on site and will be familiar with the plan and use of the spill kit before commencing herbicide application operations.
8. All long-term chemical storage and post-application equipment cleaning will be completed in a confined area to prevent the potential contamination of any riparian area.

9. All equipment used for transportation, storage, or application of chemicals will be maintained in good working order and as required by State law.

10. Only daily use quantities of herbicides will be transported to the project site, and only the minimum area necessary for the control of noxious weeds is treated.

11. No weed control work is approved until an archeological survey, in addition to the required survey of listed proposed or candidate species has been conducted and Section 106 clearance has been complete.

SWG funds for this project in the amount of \$26,269 are now available for reimbursement. If you have any questions concerning this project or grant, please feel free to contact me at 503-378-5389 or [karla\\_drewsen@fws.gov](mailto:karla_drewsen@fws.gov).

Sincerely,

Karla Drewsen  
Grant Specialist



## Exhibit C

# COMPLIANCE REQUIREMENTS

### Thornton Lake Turtle Management Plan

#### Project Specific Compliance Requirements:

1. Invasive plant removal will remain unapproved not commence until the East Thornton Lake Natural Area site has been evaluated by natural resource specialists for the presence of listed, proposed, or candidate species. The results of such surveys will be reported to the ODFW grant manager and a plan will be written to protect listed species, found to be present at the site, from project activities.
2. Only Aquamaster®, Rodeo®, and Garlon 3A® herbicide products will be used.
3. If a surfactant is used, then only LI-700, Agri-dex or equivalent will be used.
4. No broadcast use (via ATV, booms) of Aquamaster®, Rodeo®, and Garlon 3A® will occur.
5. Garlon 3A® will be limited to 1 application per site per year.
6. The herbicide applicator shall comply with all label instructions, and all applicable Federal, State, and local laws and ordinances.
7. Applicators will have a spill response plan available to them on site and will be familiar with the plan and use of the spill kit before commencing herbicide application operations.
8. All long-term chemical storage and post-application equipment cleaning will be completed in a confined area to prevent the potential contamination of any riparian area.
9. All equipment used for transportation, storage, or application of chemicals will be maintained in good working order and as required by State law.
10. Only daily use quantities of herbicides will be transported to the project site, and only the minimum area necessary for the control of noxious weeds is treated.
11. No weed control work is approved until an archeological survey, in addition to the required survey of listed, proposed, or candidate species has been conducted and Section 106 clearance has been completed.

#### USFWS State Wildlife Grant Compliance Requirements:

Recipient shall comply with all federal, state and local laws, codes, regulations, executive orders and ordinances applicable to the work under this Agreement without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following as applicable:

- a. Title VI and VII of the Civil Rights Act of 1964, as amended;
- b. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended;
- c. Americans with Disabilities Act of 1990, as amended;
- d. Age Discrimination Act of 1975;
- e. Title IX of the Education Amendments of 1972;
- f. Coastal Zone Management Act of 1972;

- g. Executive Order 11375, and as supplemented in Department of Labor regulations;
- h. Executive Order 11987, Exotic Organisms;
- i. Endangered Species Act of 1973; National Environmental Policy Act of 1969;
- j. Floodplains and Wetlands Protection;
- k. Animal Welfare Act of 1985;
- l. National Historic Preservation Act of 1966;
- m. Coastal Barriers Resources Act of 1982;
- n. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;
- o. 43 CFR 12(A) Administrative and Audit Requirements and Cost Principles for Assistance Programs;
- p. 43 CFR 12(C) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local
- q. 43 CFR 12(E) Buy American Requirements for Assistance Programs;
- r. 43 CFR 12(F) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations;
- s. 43 CFR 43 Governmentwide Requirements for a Drug-Free Workplace;
- t. 43 CFR 42 Governmentwide Debarment and Suspension (Nonprocurement);
- u. 43 CFR 18 New Restrictions on Lobbying;
- v. All other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations

# Federal Aid Section 7 Evaluation Form - PHASE 1

## To be completed by Grantee

[Note: If more space is needed for responses, attach additional sheets, or set up this form to accommodate your responses.]

**Originating Person:** Peter Moore **State/Agency:** Oregon/Oregon Department of Fish and Wildlife

**Date:** 07/08/11

1. **Grant Number and Project Title:** T-33-D-1; E-01 Thornton Lake Turtle Management Plan
2. **County project(s) will occur in:** Benton
3. **Section, township, and range (or latitude and longitude):** T10S R3W S31  
T11S R4W S1  
T11S R3W S6
4. **Listed/Proposed/Candidate species and critical habitat present and occurring within 1 mile of the project(s) area.** Compile list of listed/proposed/candidate species and critical habitat, using the latest information from USFWS ([www.fws.gov/oregonfwo/Species/Lists/default.asp](http://www.fws.gov/oregonfwo/Species/Lists/default.asp)), NOAA's National Marine Fisheries Service (<http://www.nmfs.noaa.gov/pr/species/fish/>) and other sources of distribution data. Attach the county species lists as an appendix.

Upper Willamette River Chinook ESU  
Upper Willamette River Steelhead DPS

None of the listed/proposed/candidate species on the Benton County List are known to occur in the project areas, however, the East Thornton Lake Natural Area site will be evaluated by natural resource specialists for the presence of these species before weed control commences.

5. **Describe the proposed project(s). Be as specific as possible. Attach additional pages as needed. Provide map of the project(s) location, and include species and critical habitat occurrences.**

### Describe project methods:

- a) **Turtle Trapping:** Turtles will be captured using baited, floating funnel traps. Traps will be checked periodically throughout the day while the traps are open. Turtles will be permanently marked by filing a small notch into a marginal scute according to a standardized numeric coding system. Photos will be taken of each turtle and will include plastron, carapace, and head shots. Native turtles will be immediately released following data collection. Non-native turtles will be euthanized per ODFW instructions on the scientific taking permit. MARK, a widely used software package, will be utilized for population analysis of data collected from captured, marked, and re-captured animals.
- b) **Location and Protection of Turtle Nesting Sites:** Visual surveys of lake and participating owners' properties will be conducted to find nests. A trained detection dog will search for western pond turtle nests. Landowner volunteers will be trained to locate nesting areas being used by native turtles.
- c) **Sites:** An assessment of existing basking sites (typically emergent logs) will be conducted and areas that lack logs suitable for basking will be identified and supplemented with log placements or constructed rafts. Where feasible, the City will use logs (diameter >15 in) salvaged from park or road operations and place them at appropriate locations in Thornton Lake. Additionally, 3 X 3 ft rafts constructed of marine plywood and PVC floats will be installed in the lake offshore from properties with landowners that agree to record observations of marked turtles.
- d) **Invasive Weed Removal:** The East Thornton Lake Natural Area site will be evaluated by wildlife biologists prior to invasive plant removal to prevent negative impacts to wildlife. Aerial portions of target weeds will be removed either by hand or by using very light weight, rubber tracked skid steer machines with a ground pressure less than 4 psi. These machines minimize ground disturbance and are an

efficient tool to remove aerial portions of invasive weeds that have become patchy monocultures (e.g. Blackberry). If deemed appropriate, aerial weed removal will be followed by two herbicide treatments applied at intervals sufficient to allow for target weed re-growth (late summer/fall). Treatments on climbing ivy vines will consist of cutting an 8-12" halo around each affected tree and manually brushing herbicide on the root side of the stem. Once treatment has occurred, the treated areas will be monitored twice a year (spring and fall) for the presence of invading weeds. Control measures will consist of either hand or mechanical removal or chemical treatment or a combination of treatments and will occur within 6 months of invasive weed detection.

**Include responses to the following:**

**A. How many acres/miles does the project(s) encompass?** 86.32 acres

**B. What week(s) or month(s) will project(s) occur?**

1. Turtle trapping will occur in July – August and September 2011 through 2013 but will not commence until the ODFW agreement is fully executed and the project manager is given permission to begin work.
2. Turtle surveys will occur early July 2011, mid-late May, June and early July in 2012, and May, June 2013.
3. Placement of basking sites will start in fall 2011.
4. Invasive weed removal at East Thornton Lake Natural Area will occur in March-early April 2012 and again in September 2012.

**C. How long will it take to complete the project(s)?**

1. Each trapping session will be 10 days in length.
2. Database of capture histories and maps of turtle capture locations will be completed by fall 2013.
3. Surveys will be completed in June 2013 and a turtle habitat management plan written by Sept. 2013.
4. Basking sites will be established by December 2012.
5. Weed control measures and an invasive weed management plan will be completed by fall 2013.

**D. What machinery, if any, will be involved?** Light weight rubber tracked skid steer machines with ground pressure of less than 4 psi and hand held weed trimmers.

The skid steer is an operator-mounted machine that will cut vegetation at or slightly above the ground surface. These machines minimize ground disturbance and are an efficient tool to remove aerial portions of invasive weeds that have become patchy monocultures (e.g. Blackberry). Topsoil will not be removed, although gopher mounds and similar protrusions could be grazed. No stumps or root wads will be pulled up or extracted. Depending on soil moisture content at the time of operation, the machine may compress the soil slightly.

**E. Will herbicides be used? If so, describe what herbicide, what it will be used for, and application rate.** Yes. Herbicides for this project would include Aquamaster or Rodeo for the wet areas (Reed Canary Grass removal), and Garlon 3A for the upland sections (blackberry and ivy removal).

Application rate will be at 2% using backpack spot sprayers. All herbicides and their application methods will follow U.S.F.W., U.S.E.P.A., Tribal and all other Federal and State agency guidelines and regulations for use in riparian corridors. Treatments on climbing ivy vines will consist of cutting an 8-12" halo around each affected tree and manually brushing herbicide on the root side of the stem.

**F. By implementing the project(s), what will be accomplished?**

Implementation of the projects will result in the following accomplishments:

- Development of a turtle habitat management plan;

- recommendations for a 10 year plan to conserve native turtles
- recommendations for turtle habitat protection and restoration of the East Thornton Lake Natural Area and adjacent private properties;
- protection of native turtle nesting sites;
- removal of invasive non-native plants from riparian habitat;
- restoration of habitat complexity and enhancement of habitats for Strategy species;
- collection of data that will contribute to the long-term protection and conservation of both turtle species;
- supplementation of data gaps identified in the Oregon Conservation Strategy for turtles;
- development of an invasive plant management plan to address strategies for the early detection, control, and prevention of invasive plants using site appropriate methods; and
- riparian habitat loss is offset through on-site restoration and long-term protection

**G. If there are no field activities, what is the nature of the proposed project?**

**6. What is the estimated effect of the project(s) on each listed species and critical habitat? Evaluate each action on each species.**

- Nest protection, vegetation management, and placement of basking structures will benefit the native turtles.
- Long term monitoring of turtle population and habitat conditions will allow assessment of restoration impacts and lead to more effective management.
- Enhancement of the riparian through invasive plant removal will restore habitat complexity which will benefit the Red-legged Frog, Western Grey Squirrel, Western Pond and Painted Turtles and all of the bird species that use this area for nesting, foraging, and cover.
- Riparian restoration is important for improving water quality and lowering water temperatures which benefits juvenile salmonids.

**7. List any federal permits and/or biological opinions (and their permit/tracing numbers), exemptions under ESA Section 4(d), or other permit authorizations (e.g., state or Corps permits) that may apply to this project(s):** ODFW Scientific Taking Permit

**8. List the mitigation measures associated with the project(s) that will be taken to reduce adverse effects on listed, proposed, or candidate species and critical habitat:**

Invasive plant removal will not commence until the East Thornton Lake Natural Area site has been evaluated by natural resource specialists for the presence of listed, proposed or candidate species. Weed control measures will begin in the spring 2012 and continue the following year. Actual on-site weed abatement activity will be determined in consultation with wildlife biologists to minimize negative impacts to seasonal wildlife activities such as turtle movements for nesting and aestivation and at risk bird nesting and feeding needs. Weed removal activities will be avoided during the peak nesting season from April 15 – July 31. Only USFWS approved herbicides will be spot-sprayed while adhering to the compliance terms to diminish adverse effects on juvenile salmonids.

Turtle surveys and trapping, basking site log placement and habitat assessments will be completed by wildlife biologists to ensure minimal adverse impacts to all species of concern.

**9. Agency Approval**

Peter J. Moore,  
Wildlife  
Restoration  
Coordinator

Digitally signed by Peter J. Moore,  
Wildlife Restoration Coordinator  
DN: cn=Peter J. Moore, Wildlife  
Restoration Coordinator, o=Oregon  
Department of Fish and Wildlife,  
ou=Wildlife Division, email=peter.j.  
moore@state.or.us, c=US  
Date: 2011.07.20 10:23:49 -07'00'

**FEDERALLY LISTED, PROPOSED, CANDIDATE SPECIES  
AND SPECIES OF CONCERN  
UNDER THE JURISDICTION OF THE FISH AND WILDLIFE SERVICE  
WHICH MAY OCCUR WITHIN BENTON COUNTY, OREGON**

Updated July 2, 2011  
U.S. Fish and Wildlife Service, Oregon Fish and Wildlife Office

**LISTED SPECIES**

**Birds**

Marbled murrelet	<i>Brachyramphus marmoratus</i>	CH	T
Northern spotted owl	<i>Strix occidentalis caurina</i>	CH	T

**Fish**

**Inland:**

Oregon chub	<i>Oregonichthys crameri</i>	CH	T
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**Invertebrates**

**Insects:**

Fender's blue butterfly	<i>Icaricia icarioides fenderi</i>	CH	E
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**Plants**

Golden paintbrush	<i>Castilleja levisecta</i>		T
Willamette daisy	<i>Erigeron decumbens var. decumbens</i>	CH	E
Water howellia	<i>Howellia aquatilis</i>		T
Bradshaw's desert parsley	<i>Lomatium bradshawii</i>		E
Kincaid's lupine	<i>Lupinus sulphureus ssp. kincaidii</i>	CH	T
Nelson's checker-mallow	<i>Sidalcea nelsoniana</i>		T

**PROPOSED SPECIES**

**None**

No Proposed Endangered Species	PE
No Proposed Threatened Species	PT

**CANDIDATE SPECIES**

**Birds**

Streaked horned lark	<i>Eremophila alpestris strigata</i>
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**Invertebrates**

**Insects:**

Taylor's checkerspot	<i>Euphydryas editha taylori</i>
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**SPECIES OF CONCERN**

**Mammals**

White-footed vole	<i>Arborimus albipes</i>
Red tree vole	<i>Arborimus longicaudus</i>
Townsend's western big-eared bat	<i>Corynorhinus townsendii townsendii</i>
Silver-haired bat	<i>Lasionycteris noctivagans</i>
Long-eared myotis bat	<i>Myotis evotis</i>
Fringed myotis bat	<i>Myotis thysanodes</i>
Long-legged myotis bat	<i>Myotis volans</i>
Yuma myotis bat	<i>Myotis yumanensis</i>
Camas pocket gopher	<i>Thomomys bulbivorus</i>

## Birds

Northern goshawk  
Western burrowing owl  
Black tern  
Olive-sided flycatcher  
Yellow-breasted chat  
Acorn woodpecker  
Lewis' woodpecker  
Mountain quail  
Band-tailed pigeon  
Oregon vesper sparrow  
Purple martin

*Accipiter gentilis*  
*Athene cunicularia hypugaea*  
*Chlidonias niger*  
*Contopus cooperi*  
*Icteria virens*  
*Melanerpes formicivorus*  
*Melanerpes lewis*  
*Oreortyx pictus*  
*Patagioenas fasciata*  
*Pooecetes gramineus affinis*  
*Progne subis*

## Reptiles and Amphibians

Northern Pacific pond turtle  
Coastal tailed frog  
Northern red-legged frog  
Southern torrent (seep) salamander

*Actinemys marmorata marmorata*  
*Ascaphus truei*  
*Rana aurora aurora*  
*Rhyacotriton variegatus*

## Fish

Pacific lamprey  
Coastal cutthroat trout

*Lampetra tridentata*  
*Oncorhynchus clarki ssp*

## Invertebrates

### Insects:

American acetropis grass bug  
Siskiyou chloealetis grasshopper  
Goeden's lepidostoman caddisfly  
Roth's blind ground beetle  
Haddock's rhyacophilan caddisfly

*Acetropis americana*  
*Chloealetis aspasma*  
*Lepidostoma goedeni*  
*Pterostichus rothi*  
*Rhyacophila haddocki*

### Annelid Worms:

Oregon giant earthworm

*Megascolides macelfreshi*

## Plants

Peacock larkspur  
Shaggy horkelia  
Thin-leaved peavine  
Frye's Limbella  
Hitchcock's blue-eyed grass

*Delphinium pavonaceum*  
*Horkelia congesta ssp. congesta*  
*Lathyrus holochlorus*  
*Limbella fryei*  
*Sisyrinchium hitchcockii*

## DELISTED SPECIES

### Birds

Aleutian Canada goose  
American Peregrine falcon  
Bald eagle

*Branta canadensis leucopareia*  
*Falco peregrinus anatum*  
*Haliaeetus leucocephalus*

SUPPLEMENT 1  
 Thornton Lake Turtle Management Plan  
 Sites included in Turtle Population REVISED 6-3-11

<b><u>Site 1: City of Albany</u></b>	T11S <i>Township</i>	R3W, 4W <i>Range</i>	S1, 6 <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 6.9 W</b>	<b>Latitude 44, 38.9 N</b>	<b>Grid Reference (UTMs): 44.6480, -123.1149</b>		
<b><u>Site 2: McFadden</u></b>	T11S <i>Township</i>	R4W <i>Range</i>	S1 <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 6.9 W</b>	<b>Latitude 44, 38.8 N</b>	<b>Grid Reference (UTMs): 44.6471, -123.1222</b>		
<b><u>Site 3: Olsen</u></b>	T11S <i>Township</i>	R4W <i>Range</i>	S1 <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 6.8 W</b>	<b>Latitude 44, 39.0 N</b>	<b>Grid Reference (UTMs): 44.6497, -123.1136</b>		
<b><u>Site 4: Tigner</u></b>	T11S <i>Township</i>	R4W <i>Range</i>	S1 <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 6.9 W</b>	<b>Latitude 44, 39.0 N</b>	<b>Grid Reference (UTMs): 44.6497, -123.1151</b>		
<b><u>Site 5: Hueglin</u></b>	T11S <i>Township</i>	R4W <i>Range</i>	S1 <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 6.9 W</b>	<b>Latitude 44, 38.9 N</b>	<b>Grid Reference (UTMs): 44.6484, -123.1157</b>		
<b><u>Site 6: Burch</u></b>	T11S <i>Township</i>	R4W <i>Range</i>	S1 <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 7.0 W</b>	<b>Latitude 44, 38.9 N</b>	<b>Grid Reference (UTMs): 44.6482, -123.1160</b>		
<b><u>Site 7: Anderson</u></b>	T11S <i>Township</i>	R4W <i>Range</i>	S1 <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 6.9 W</b>	<b>Latitude 44, 38.9 N</b>	<b>Grid Reference (UTMs): 44.6476, -123.1154</b>		
<b><u>Site 8: Waldock</u></b>	T10S <i>Township</i>	R3W <i>Range</i>	S31 <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 6.5 W</b>	<b>Latitude 44, 39.1 N</b>	<b>Grid Reference (UTMs): 44.6518, -123.1088</b>		
<b><u>Site 9: Yost</u></b>	T10S <i>Township</i>	R3W <i>Range</i>	S31 <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 6.5 W</b>	<b>Latitude 44, 39.3 N</b>	<b>Grid Reference (UTMs): 44.6546, -123.1079</b>		
<b><u>Site 10: Hagquist</u></b>	T10S <i>Township</i>	R3W <i>Range</i>	S31 <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 6.4 W</b>	<b>Latitude 44, 39.2 N</b>	<b>Grid Reference (UTMs): 44.6539, -123.1075</b>		
<b><u>Site 11: LeBow</u></b>	T10S <i>Township</i>	R3W <i>Range</i>	S31 <i>Section(s)</i>	<b>Quad Name: Albany</b>

SUPPLEMENT 1  
 Thornton Lake Turtle Management Plan  
 Sites included in Turtle Population REVISED 6-3-11

<b>Longitude 123, 6.4 W</b>	<b>Latitude 44, 39.2 N</b>	<b>Grid Reference (UTMs): 44.6536, -123.1075</b>		
<b><u>Site 12: St. Germaine</u></b>	<b>T10S</b> <i>Township</i>	<b>R3W</b> <i>Range</i>	<b>S37</b> <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 6.3 W</b>	<b>Latitude 44, 39.2 N</b>	<b>Grid Reference (UTMs): 44.6525, -123.1055</b>		
<b><u>Site 13: Higinbotham</u></b>	<b>T10S</b> <i>Township</i>	<b>R3W</b> <i>Range</i>	<b>S31</b> <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 6.3 W</b>	<b>Latitude 44, 39.1 N</b>	<b>Grid Reference (UTMs): 44.6521, -123.1054</b>		
<b><u>Site 14: Loney</u></b>	<b>T10S</b> <i>Township</i>	<b>R3W</b> <i>Range</i>	<b>S31</b> <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 6.3 W</b>	<b>Latitude 44, 39.1 N</b>	<b>Grid Reference (UTMs): 44.6519, -123.1053</b>		
<b><u>Site 15: Hessel</u></b>	<b>T10S</b> <i>Township</i>	<b>R3W</b> <i>Range</i>	<b>S31</b> <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 6.3 W</b>	<b>Latitude 44, 39.1 N</b>	<b>Grid Reference (UTMs): 44.6516, -123.1058</b>		
<b><u>Site 16: Flaucher</u></b>	<b>T10S</b> <i>Township</i>	<b>R3W</b> <i>Range</i>	<b>S31</b> <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 6.4 W</b>	<b>Latitude 44, 39.3 N</b>	<b>Grid Reference (UTMs): 44.6550, -123.1069</b>		
<b><u>Site 17: Milligan</u></b>	<b>T10S, 11S</b> <i>Township</i>	<b>R3W</b> <i>Range</i>	<b>S6, 31</b> <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 6.5 W</b>	<b>Latitude 44, 39.0 N</b>	<b>Grid Reference (UTMs): 44.6500, -123.1086</b>		
<b><u>Site 18: Chladek</u></b>	<b>T10S, 11S</b> <i>Township</i>	<b>R3W</b> <i>Range</i>	<b>S6, 31</b> <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 6.5 W</b>	<b>Latitude 44, 39.0 N</b>	<b>Grid Reference (UTMs): 44.6504, -123.1087</b>		
<b><u>Site 19: White</u></b>	<b>T11S</b> <i>Township</i>	<b>R4W</b> <i>Range</i>	<b>S1</b> <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 7.2 W</b>	<b>Latitude 44, 38.9 N</b>	<b>Grid Reference (UTMs): 44.6476, -123.1208</b>		
<b><u>Site 20: Pollak</u></b>	<b>T11S</b> <i>Township</i>	<b>R4W</b> <i>Range</i>	<b>S1</b> <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 7.3 W</b>	<b>Latitude 44, 38.8 N</b>	<b>Grid Reference (UTMs): 44.6473, -123.1220</b>		
<b><u>Site 21: McKinley</u></b>	<b>T11S</b> <i>Township</i>	<b>R4W</b> <i>Range</i>	<b>S1</b> <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 7.7 W</b>	<b>Latitude 44, 38.8 N</b>	<b>Grid Reference (UTMs): 44.6472, -123.1279</b>		

SUPPLEMENT 1  
Thornton Lake Turtle Management Plan  
Sites included in Turtle Population REVISED 6-3-11


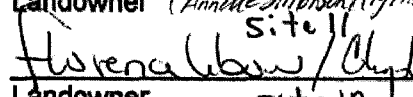
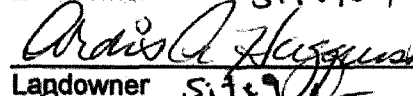
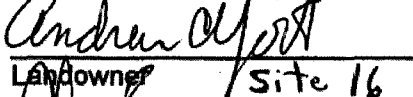
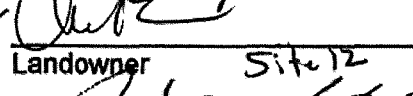
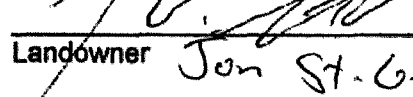

<b><u>Site 22: Magnuson</u></b>	<b>T11S</b> <i>Township</i>	<b>R4W</b> <i>Range</i>	<b>S1</b> <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 7.2 W</b>	<b>Latitude 44, 38.9 N</b>	<b>Grid Reference (UTMs): 44.6491, -123.1204</b>		
<b><u>Site 23: Ryals</u></b>	<b>T11S</b> <i>Township</i>	<b>R4W</b> <i>Range</i>	<b>S1</b> <i>Section(s)</i>	<b>Quad Name: Albany</b>
<b>Longitude 123, 7.1 W</b>	<b>Latitude 44, 38.8N</b>	<b>Grid Reference (UTMs): 44.6475, -123.1184</b>		

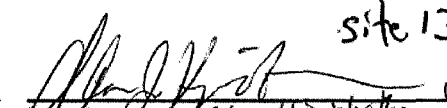
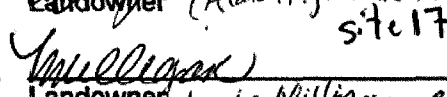
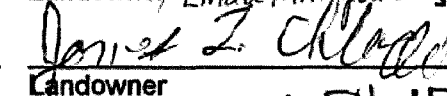
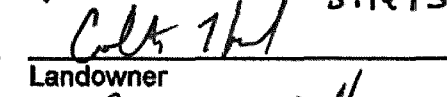
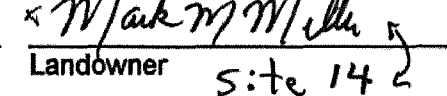
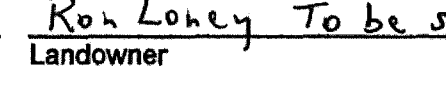
# OREGON CONSERVATION STRATEGY IMPLEMENTATION GRANT APPLICATION

## Thornton Lake Turtle Management Plan

We understand that the submitted proposal and the funded project outputs are matters of public record.

By their signatures, the landowner(s) attest that they have no plans to sell their property as of the date of this application and they agree to provide written notification to the project manager and ODFW before the property is listed for sale. They further agree to provide, upon prior request and at a mutually acceptable time, site access to the applicant or representatives of ODFW for up to two years following project completion to allow for verification of implementation.

	site 13	3-18-11
Landowner	(Annette Simonsen Higinbotham)	Date
	site 11	3-19-11
Landowner	Astrona Low	Date
	site 10	03-19-11
Landowner	Arisla Ferguson	Date
	site 9	03-19-11
Landowner	Andrew	Date
	site 16	3/19/11
Landowner	[unclear]	Date
	site 12	3/19/11
Landowner	[unclear]	Date
	site 12	3/19/11
Landowner	Jon St. Germaine	Date

	site 13	3-19-11
Landowner	(Alan Higinbotham)	Date
	site 17	3/19/11
Landowner	Linda Milligan	Date
	site 18	3/19/11
Landowner	Janet L. Chapp	Date
	site 15	3-20-11
Landowner	[unclear]	Date
	site 14	3-20-11
Landowner	Mark M. Miller	Date
	site 14	To be submitted
Landowner	Ron Loney	Date



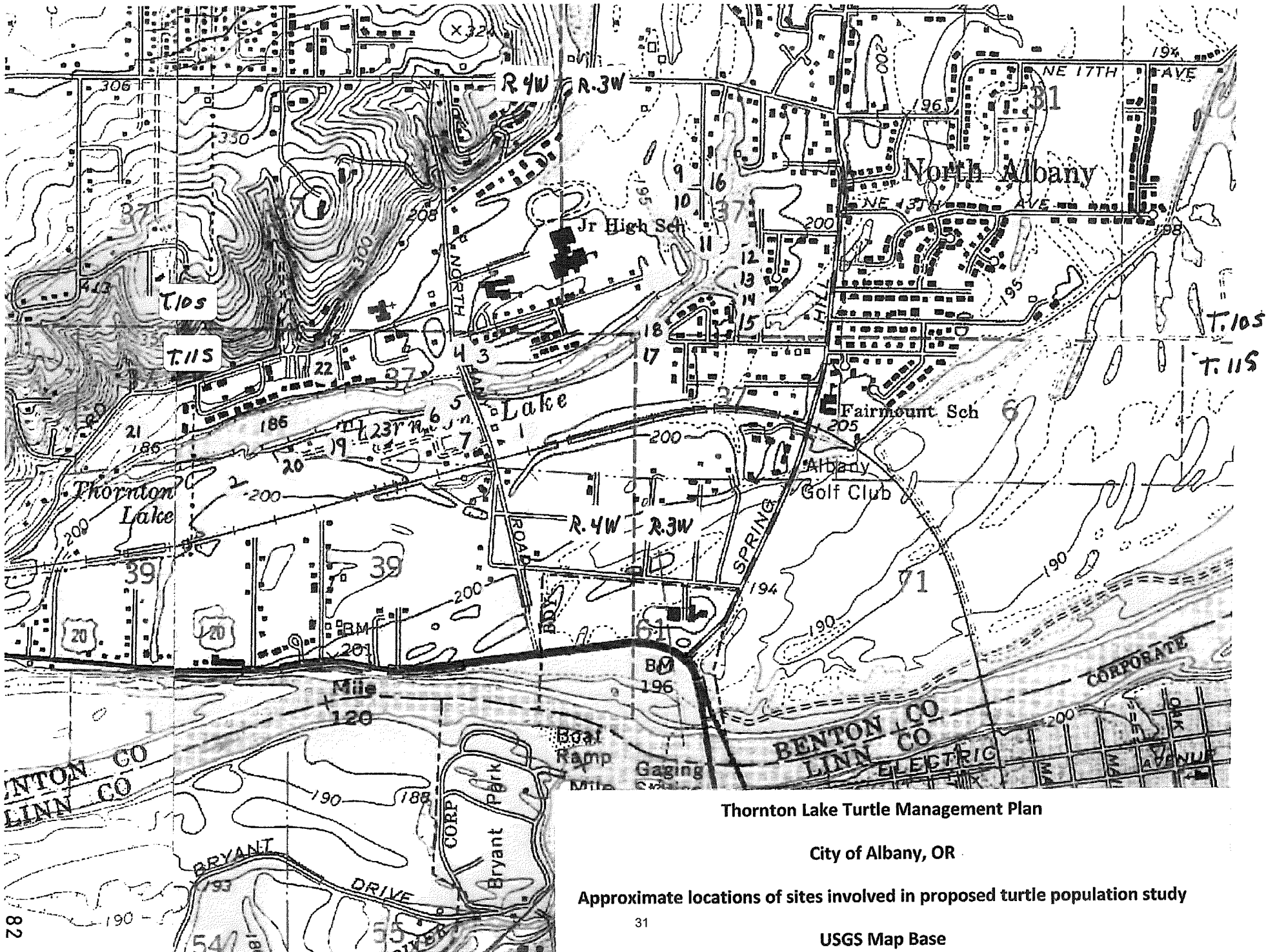
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<p>x <u>Walt</u> site 23      3/20/11          Landowner      Date</p>	<p>_____          Landowner      Date</p>
<p>x <u>George Pallak</u> site 20      3-20-11          Landowner      Date</p>	<p>_____          Landowner      Date</p>
<p>x <u>Jack Corbett</u> site 19      3-20-11          Landowner      Date</p>	<p>_____          Landowner      Date</p>
<p>x <u>Dale Magn</u> site 22      3/20/2011          Landowner      Date</p>	<p>_____          Landowner      Date</p>
<p>x <u>Sumner</u> site 21      3/20/2011          Landowner      Date</p>	<p>_____          Landowner      Date</p>
<p>_____          Landowner      Date</p>	<p>_____          Landowner      Date</p>



**Thornton Lake Turtle Management Plan**

**City of Albany, OR**

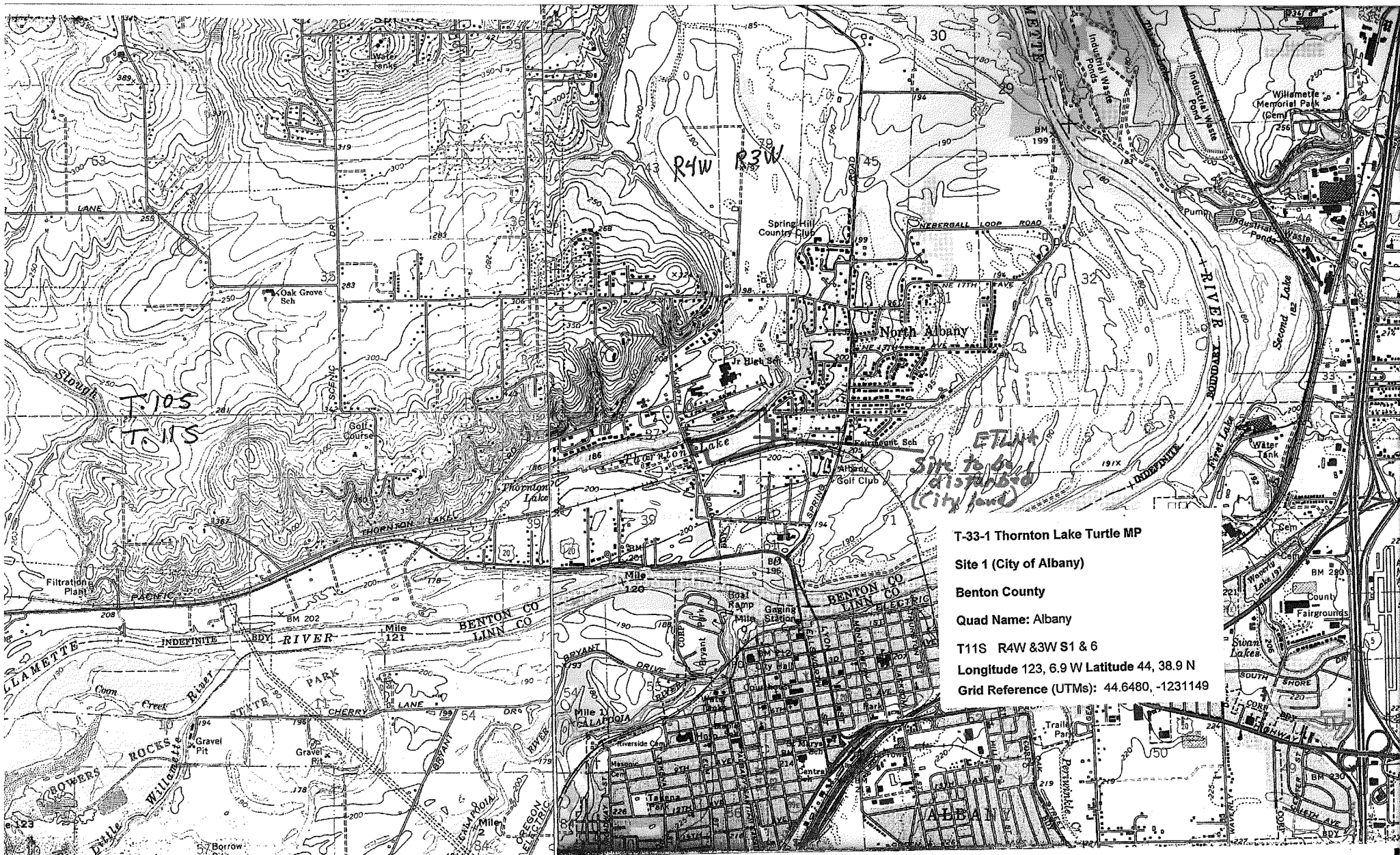
**Approximate locations of sites involved in proposed turtle population study**

Properties involved in Turtle Population Study

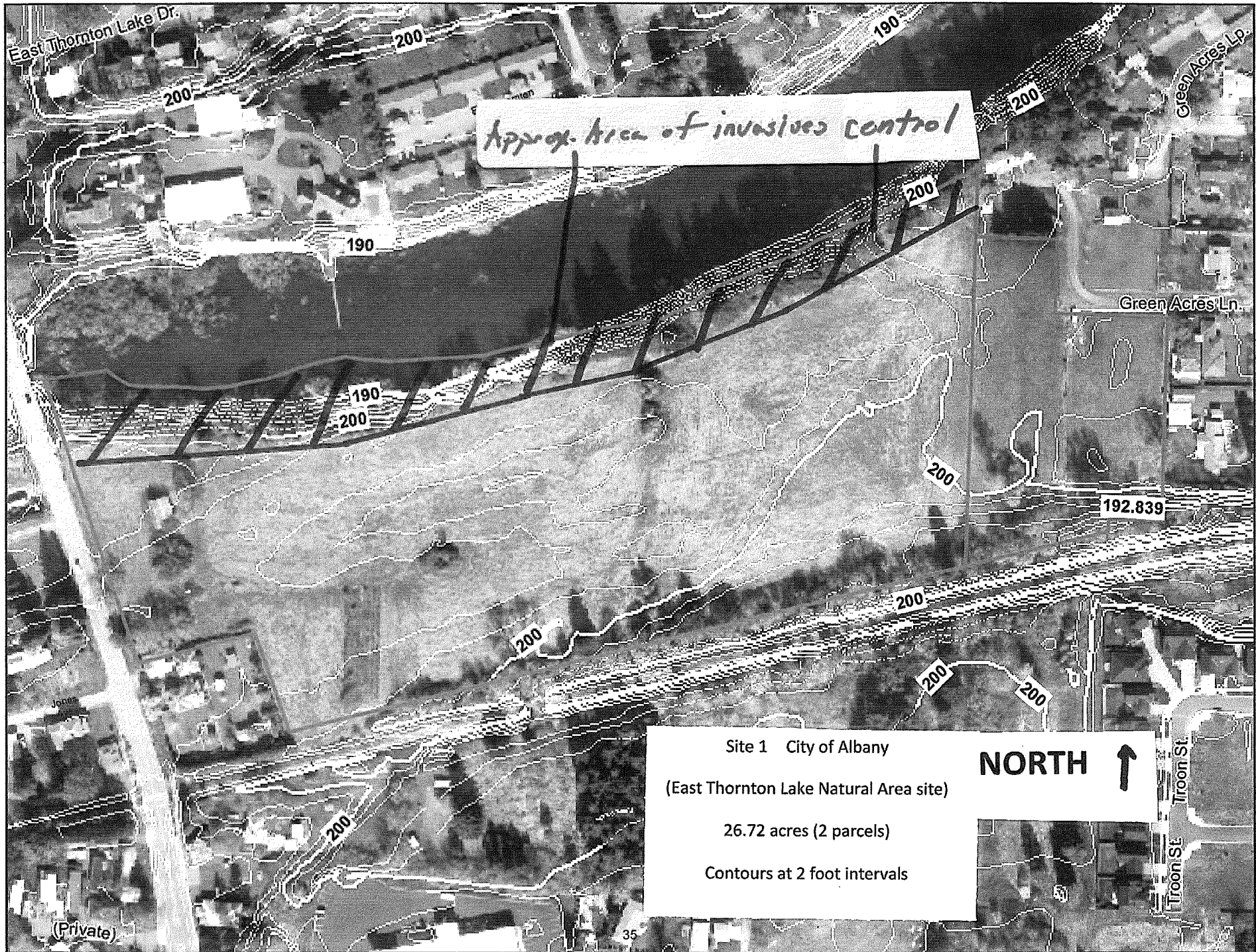
Keyed to Site/Owner List







**T-33-1 Thornton Lake Turtle MP**  
**Site 1 (City of Albany)**  
**Benton County**  
**Quad Name: Albany**  
**T11S R4W & 3W S1 & 6**  
**Longitude 123, 6.9 W Latitude 44, 38.9 N**  
**Grid Reference (UTMs): 44.6480, -1231149**



*Approx. Area of invasives control*

Site 1 City of Albany  
(East Thornton Lake Natural Area site)  
26.72 acres (2 parcels)  
Contours at 2 foot intervals

**NORTH** ↑



# Oregon

John A. Kitzhaber, MD, Governor

## Parks and Recreation Department

State Historic Preservation Office

725 Summer St NE, Ste C

Salem, OR 97301-1266

(503) 986-0671

Fax (503) 986-0793

[www.oregonheritage.org](http://www.oregonheritage.org)

June 17, 2011

Ms. Karen Buell  
ODF&W  
3406 Cherry Ave NE  
Salem, OR 97303

RECEIVED  
JUN 22 2011  
WILDLIFE DIVISION



RE: SHPO Case No. 11-1043  
Thornton Lake Turtle Management Plan Proj  
FOE/habitat restoration  
ODF&W/USFWS  
11S 4W 1 and 11S 3W 6, , Benton County

Dear Ms. Buell:

Our office recently received a request to conduct a cultural resource review for the area of the project referenced above. In checking our statewide cultural resource database, I find that there have been no previous cultural surveys completed within the proposed project area but cultural sites are known to exist in the surrounding area. The project area is located on a landform generally perceived to have an extremely high probability for possessing archaeological sites and buried human remains.

The removal of targeted weeds using skid steer machines appears to result in little ground disturbance and should result in no affect to cultural resources. The follow up control that involves the mechanical removal of species may be more destructive. Does this project include the removal of trees and the pulling of stumps? If so, this activity will result in a major ground disturbance and our office believes that a survey of these areas should be completed prior to project implementation. Areas that under go the pulling and spraying of weeds will not be so adversely affected and no survey is needed. If portions of your project does have major ground disturbing activities involved (as noted above) I suggest that the applicant contact a qualified archaeologist to conduct a cultural resource survey of the project area. A list of possible archaeological consultants can be found on our web site ([www.oregonheritage.org](http://www.oregonheritage.org)) by clicking on Archaeological Services web page and highlighting the section marked Archaeological Permits.

If you have any questions about the above comments or would like additional information, please feel to contact me at your convenience. In order to help us track your project accurately, please be sure to reference the SHPO case number above in all correspondence.

Sincerely,

Dennis Griffin, Ph.D., RPA

State Archaeologist

(503) 986-0674

[dennis.griffin@state.or.us](mailto:dennis.griffin@state.or.us)

**NEPA COMPLIANCE CHECKLIST**

State: Oregon Federal Financial Assistance Grant/Agreement/Amendment Number: T-33-D-1  
 Grant/Project Name: Conservation External Grant Program 2011; E-01 Thornton Lake Turtle Management Plan

This proposal  is;  is not completely covered by categorical exclusion B1, B3 in 516 DM 2, Appendix \_\_\_\_\_; and/or 516 DM 6, Appendix 1.  
 (check (✓) one) (Review proposed activities. An appropriate categorical exclusion must be identified before completing the remainder of the Checklist. If a categorical exclusion cannot be identified, or the proposal cannot meet the qualifying criteria in the categorical exclusion, or an extraordinary circumstance applies (see below), an EA must be prepared.)

**Extraordinary Circumstances:**

Will This Proposal (check (✓) yes or no for each item below):

- | Yes                      | No                                  |   |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 1. Have significant adverse effects on public health or safety.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 2. Have significant adverse effects on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds (Executive Order 13186); and other ecologically significant or critical areas under Federal ownership or jurisdiction. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2)(E)].   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 5. Have a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 6. Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 7. Have significant adverse effects on properties listed or eligible for listing on the National Register of Historic Places as determined by either the bureau or office, the State Historic Preservation Officer, the Tribal Historic Preservation Officer, the Advisory Council on Historic Preservation, or a consulting party under 36 CFR 800.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 8. Have significant adverse effects on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant adverse effects on designated Critical Habitat for these species.   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 9. Have the possibility of violating a Federal law, or a State, local, or tribal law or requirement imposed for the protection of the environment.  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 10. Have the possibility for a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898).  |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 11. Have the possibility to limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007).   |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | 12. Have the possibility to significantly contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112).   |

(If any of the above extraordinary circumstances receive a "Yes" check (✓), an EA must be prepared.)

Yes  No This grant/project includes additional information supporting the Checklist.

**Concurrences/Approvals:**

Project Leader: \_\_\_\_\_ Date: \_\_\_\_\_

State Authority Concurrence: \_\_\_\_\_ Date: \_\_\_\_\_

*(with financial assistance signature authority, if applicable)*

*Within the spirit and intent of the Council of Environmental Quality's regulations for implementing the National Environmental Policy Act (NEPA) and other statutes, orders, and policies that protect fish and wildlife resources, I have established the following administrative record and have determined that the grant/agreement/amendment:*

- is a categorical exclusion as provided by 516 DM 6, Appendix 1 and/or 516 DM 2, Appendix 1. No further NEPA documentation will therefore be made.
- is not completely covered by the categorical exclusion as provided by 516 DM 6, Appendix 1 and/or 516 DM 2, Appendix 1. An EA must be prepared.

**Service signature approval:**

RO or WO Environmental Coordinator: \_\_\_\_\_ Date: \_\_\_\_\_

Staff Specialist, Division of Federal Assistance: \_\_\_\_\_ Date: \_\_\_\_\_

(or authorized Service representative with financial assistance signature authority)



## Oregon Department of Fish and Wildlife

Wildlife Division  
3406 Cherry Avenue NE  
Salem, Oregon 97303

### Accounting and Recordkeeping Guidance for Conservation Program Grantees

#### **Section 1: General**

The U.S. Fish and Wildlife Service (USFWS) and Oregon Department of Fish and Wildlife (ODFW) expect your expenditures to agree closely with the approved budget. *Therefore, it is essential that you maintain thorough expenditure records for the entirety of the State Wildlife Grant (SWG).*

You must receive prior approval for any changes to the budget (including federal SWG funds and match funds) or the scope of work, as an amendment to the project may be necessary. An amendment can take 30 – 120 days to approve, and no work associated with the amendment can begin until it is approved.

It is important to request changes in a timely manner. Should you request an extension less than 60 days prior to the project end date, it is unlikely that your request will be processed in time to prevent the expiration of the project.

Read the ODFW Grant Agreement carefully and ensure that all parties performing work on the project are in compliance with its terms and follow the approved project plan. For example, only the locations, tasks and methods (including specific herbicides) that have been approved by ODFW and USFWS will be reimbursable.

In accordance with 43 CFR 12.63, ODFW will not allow credit for match or reimbursement for expenses incurred before the agreement effective date or after the agreement end date. Do not conduct any work identified in the budget narrative or make any SWG or match expenditures until the ODFW agreement has been fully executed and you receive permission to proceed.

#### **Section 2: Reimbursement and Match Credit Requirements**

Requests for reimbursement and/or match credit must include all of the following:

- Reimbursement/match declaration (Form A), signed by your organization's fiscal authority;
- The reimbursement/match worksheet (Form B) with itemized expenditures and descriptions that clearly reflect their relationship to the approved project budgets and project narrative.
- Copies of payroll records, travel logs (Form C), paid receipts, paid invoices, and/or subcontractor agreements and invoices arranged in the order that expenditures are listed on the reimbursement/match worksheet (Form B).
  - Payroll records must include the employee name, title as identified in the project budgets; pay period; number of hours; hourly rate or salary; and employer payroll costs (OPE). See Section 5 for more details.
  - Invoices must indicate they have been paid with the check/transaction number and the word "Paid."
  - Invoices and receipts must clearly indicate the specific items and amounts relating to the project.

- Paid invoices and receipts must meet Generally Accepted Accounting Principles (GAAP) which includes all of the following:
  - transaction date;
  - date(s) of service;
  - vendor name, address, and phone number or email address;
  - itemized descriptions of each item or service; unit (hours, each, dozen, etc.); number of units; unit cost; total item cost; and total amount due;
  - Reimbursements that include third-party match must submit completed Third-party Match Declaration forms (Form D); Third-party Staff Match (Form E) and/or Volunteer Match logs (Forms F); and copies of actual paid invoices and receipts that meet the requirements outlined above.

See Sources of Expenditures and Reimbursement/Match Categories below for more information.

*Note: Credit card receipts aren't eligible for reimbursement/match credit unless they contain the transaction details outlined above. Personal expenditures are not eligible without itemized documentation of reimbursement by the employer.*

- Forms will be provided by the Conservation Program administrative specialist.
- Only expenditures and activities that are directly related to the project and identified in the approved project budgets will be reimbursed or credited as match.
- Without full documentation, the expenditure will be disallowed.
- Match for expenditures or in-kind services is credited at the actual cost incurred, not the amount the organization would bill for services.
- Match documentation is the same as for SWG funds (see above).
- Match credit requests may be submitted as match is accrued. It is not necessary to wait until you have a reimbursement request for SWG funds.
- Complete and accurate reimbursement and/or match credit requests will expedite the payment process. Incomplete requests will not be processed until all documentation requirements are met.
- ODFW will reimburse SWG within 45 day of receiving a complete request.
- You may submit requests for reimbursement as frequently as once a month, as infrequently as once a year, or at an intermediate frequency.
- There will be no reimbursements for requests submitted more than 45 days after the end date of the Grant Agreement.
- **Send all reimbursement requests to:**

**Karen D. Buell**  
**Wildlife Division**  
**Oregon Department of Fish and Wildlife**  
**3406 Cherry Avenue NE**  
**Salem, Oregon 97303**  
[Karen.D.Buell@state.or.us](mailto:Karen.D.Buell@state.or.us)

**In order to reimburse SWG expenditures**, you must submit match documentation that, cumulatively, is greater or equal to the SWG fund expenditures or at least 50% of the project total (Table 1).

Table 1. Example series of reimbursement requests showing that match expenditures must equal or exceed the SWG expenditures.

Reimbursement request	SWG funds	Match funds	Total for each request	Cumulative total expenditures	Cumulative Match percentage
1	\$0.00	\$6,000	\$6,000	\$6,000	100%
2	\$4,000	\$0.00	\$4,000	\$10,000	60%
3	\$4,000	\$2,000	\$6,000	\$16,000	50%
4	\$2,000	\$2,000	\$4,000	\$20,000	50%
<b>Total</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$10,000</b>	<b>\$20,000</b>	<b>50%</b>

For example, if your first reimbursement request included \$6,000 match expenditures, your second request for reimbursement cannot exceed \$6,000 in SWG funds (in the example above in Table 1, \$4,000 was requested). To keep the match component of the project from falling below 50%, subsequent reimbursements must include sufficient match.

### **Section 3: Instructions for Completing Reimbursement/Match Requests**

#### **Expenditure Categories**

Divide your items, or share of costs, that are being requested as reimbursement (SWG funds) and match credit on the reimbursement/match worksheet (Form B).

- **SWG funds:** federal funds as identified in the approved project budgets.
- **Match:** non-federal funds as identified in the project budgets, including grantee match (that contributed by your organization) and third party match (contributed by other agencies, organizations, groups or individuals that are approved partners on the project. Examples of third-party match include: staff contributions for other agencies or organizations; volunteers groups other than grantees; landowner labor; and donated services, supplies, materials, and equipment. Include qualifying ODFW staff contributions.

#### **Reimbursement/Match Categories**

All expenditures must be accordance with the terms of the Grant Agreement, identified in the project budgets, and directly related to work identified in the project narrative and Section 7.

**1. Personnel & Volunteers:** includes project management, technical assistance, and labor activities performed by paid staff, volunteers and landowners, on objectives and tasks identified in the project narrative. Percentages of salaries and costs associated with leave accrual or usage, uniforms, memberships, subscriptions, awards, personal equipment, etc. that are not specific to the project are not eligible for reimbursement or as match. Project management refers to costs associated with managing the project on-the-ground, such as oversight to ensure satisfactory project implementation and completion. This does not include time for preparation of proposal and planning prior to the ODFW start date.

- **Paid staff:** Itemize the hours and costs for each individual that was identified in the project budget. Duties include technical assistance and labor valued at their actual rate of pay, including employer paid cost (OPE), at the time the work was performed. Staff is the grantee’s employees for whom payroll taxes are paid and doesn’t include subcontractors.

Only actual hours performing work on this project will be reimbursed and/or credited as match. Percentages of FTE (full-time equivalent position) and salaries will not be accepted.

- **Third-party staff match:** Summarize the hours and cost for third party staff on the reimbursement/match worksheet (Form B), and provide supporting documentation, including the Third Party Match Declaration (Form D), Third-party Staff Match Logs (Form E) and payroll records for each employee. Employees of third-party organizations (including landowners' staff) paid to perform work on the project as match is credited for actual hours performing work identified in the project budgets and directly related to the grant agreement. This is credited at actual cost (employee's hourly rate and OPE) and not at the rate the organization would bill for their services. Each paid employee must document individual dates, hours and description of the tasks performed under the direct supervision of the project manager on the Third-party Staff Match Logs (Form E). One employee per page and the log must be signed by the employee, their supervisor and the project manager. Complete the Third-party Match Declaration by including the period of work, total number of hours worked during the period and total match claimed.
- **Volunteers:** Summarize the volunteer hours being claimed as match, and provide the detailed documentation on the volunteer match log (Form F), including the date of service, the hours worked per day and a description of the activity. Form F requires the signatures of both the volunteer and the project manager. Volunteer time is credited at the established rate of pay for an employee performing the task, including employer paid costs (OPE) – see below link for more details.
- **Landowner labor:** Summarize the landowner labor in the volunteer row and provide documentation on the volunteer match log (Form F). This includes the landowner's efforts on behalf of the project and those of their unpaid family and paid employees performing work identified in the project's objectives and tasks and under the direction of the project manager.

The efforts of the landowner and their unpaid family members is credited the rate their paid employees or contract labor is paid to perform the same task (e.g., the match rate for planting trees would be the same as that of the landowner's paid employees or contract labor planting trees). If the landowner has no paid labor, the rate is what is usual and customary for a laborer performing the same task and not the rate they and their family members value their time or are paid in their professional lives. (See below link). Match is submitted with a completed Third-party Match Declaration (Form D) and Volunteer Match Logs (Form F) signed by each family member contributing match, the landowner, and the project manager.

- **Contract labor paid by the landowner** should be listed under Contract Services and requires a completed Third-party Match Declaration form (Form D), copies of paid invoices (see GAAP requirements above) and a copy of the contract for their services.
- **Third-party volunteers:** match contributions for volunteer labor from other partners such as schools and watershed councils is credited at the rate that is usual and customary for the task performed.

**For assistance in assigning hourly rates for volunteer, trained professionals, and landowner labor go to the [U.S. Department of Labor Bureau of Labor Statistics 2009 Occupational and Wage Estimates for Oregon](#). 2009 is the latest year that data is available.**

## 2. Supplies and Services

**Travel:** includes mileage, per diem, and lodging directly related to accomplishing the objectives and tasks identified in the project narrative and budget are eligible for reimbursement of SWG funds and match credit.

The following are conditions that apply to travel associated with SWG projects:

- To be eligible travel must originate and end at the employee's home port (business address) and uses the most direct and usual travel route.
- Mileage is reimbursed or credited as match at the federal mileage rate in effect at the time of travel. Current and past mileage rates can be found at [www.gsa.gov/mileage](http://www.gsa.gov/mileage).
- Per diem is reimbursed and credited as match at the federal rate in effect at the time of travel and administered according to the travel policy in the [Oregon Accounting Manual](#). Current federal rates can be found at <http://www.gsa.gov/portal/category/100120>.
- Per diem is allowed for overnight trips and, in special circumstances, day trips. Departure and return times determine the percentage of per diem that is allowable.
- Receipts are required for lodging which is reimbursed or credited as match at actual cost up to, but not more than, the federal rate in effect at the time of travel.
- Refreshments and meals associated with meetings and events are not considered travel expenses.
- Use the Travel Log (Form C) to document all travel associated with the project.
- *Review the travel rules carefully before submitting travel costs for reimbursement.*

**General supplies, materials, and equipment:** list all the supplies and materials used on the project such as fencing, pipes, seed, plants, boulders, logs, shovels etc. that are typically "used up" in the course of the project. Indicate the number of units and the unit cost wherever appropriate. Supplies and materials must be directly related to the on-the-ground work.

Equipment repair and maintenance are eligible under this budget category.

Equipment with a useful life beyond the period of the project generally should be rented and these costs itemized under Contract Services.

**In-kind supplies and materials:** match contributions for project supplies and materials are valued at the actual cost and must be supported by completed Third-party Match Declaration forms (Form D) and copies of the third-party's paid invoices and receipts. Donations and discounts from suppliers are valued at their usual billable rate.

**In-kind use of equipment:** match contributions for the use of equipment is valued at the hourly rate usual and customary for the specific type of equipment and must be supported by completed Third-party Match Declaration forms (Form D). Methods for determining rates include obtaining quotes from two local rental businesses or an Oregon-based database that contains rates for estimating the value of donated equipment usage.

- 3. Administrative Overhead (indirect):** administrative overhead or indirect is applied to personnel services, supplies/materials and travel (operational costs). It does not apply to contract services costs. Administrative overhead must not exceed 10% of the SWG operational costs – this requirement is to maximize funding for on-the-ground project work, rather than administration.

Costs associated with coordination of other funds associated with the project are a function of project management and are the responsibility of the project manager listed under Personnel.

- 4. Capital Outlay:** Capital outlay or expenditures are expenses that add a fixed asset to a business or increase the value of an existing fixed asset. Purchases are normally considered a capital outlay if they benefit a business for more than one year and includes purchases over \$5,000 that an agency will retain over a course of several years - like a tractor, computers,

automobile, etc. Capital outlay expenditures are allowed when clearly identified in the approved project budget.

Equipment with a useful life beyond the period of the project generally should be rented. Equipment rental/operation costs are eligible only under Contract Services.

- 5. Contract Services:** includes the labor that will be provided by contractors (non-employees for whom you or the project partners and landowners do not pay payroll taxes) and organizations that provide services under contract.

Examples of contract services are equipment operators, equipment rentals, contracted work crews, tree planters, herbicide applicators, archaeologists, professional consultants conducting surveys, etc.

**In-kind contract services:** includes match contributions from partners, landowners or contractors performing work identified in the project narrative and under the supervision of the project manager. Contractual rates apply and cannot exceed rates usual and customary for performing the type of work. Copies of contracts and paid invoices are required for match credit.

#### **Section 4: Reporting Requirements**

If the project lasts more than one year, you are required to submit an interim project report describing progress. The reporting period is based on the inception date of the grant and not the inception date of the Agreement. The due dates are contained in the Agreement.

The final report is due no later than 45 days following the end of the Agreement.

The Conservation Program administrative specialist will provide the project manager with a project-specific report template 4 – 6 weeks before the end of the reporting period.

The reports must include:

- Expenditures for both SWG and match funds from the inception date through the end of the reporting period. Include expenditures that haven't been submitted for reimbursement and match credit;
- Descriptions of the work performed and the methods used during the reporting period in the accomplishment section following each task;
- Explanation of why scheduled objectives or portions of objectives were not completed and if they'll be completed at a later date, include information on when they will be completed;
- If expenditures different from the original project budgets, provide an explanation as to why they differ;
- Any additional information that would be helpful in evaluating the strengths and weaknesses of the project methods, materials or assumptions based on expectation of results.

#### **Section 5: Oregon Conservation Registry**

Projects must be entered in The Conservation Registry within 60 days of signing the Grant Agreement. It's incumbent on the project manager to ensure the details of the project, including the location, mapping, partnerships and sources and amounts of funding are entered and maintained in the Registry throughout the life of the project.

#### **Section 6: Contract Withholding**

Ten percent of the total project award will be withheld from reimbursement until you have completed, to the satisfaction of ODFW and USFWS, the final project report, as specified in the ODFW Grant Agreement.

### **Section 7: Terms of Acceptance**

Per <http://www.doi.gov/pam/TermsandConditions.html>, acceptance of a SWG award carries with it the responsibility to be aware of and comply with the terms and conditions of the Grant Agreement which must also be passed on through contract language to sub-contractors. Awards are based on the application submitted to and approved by USFWS and are subject to the terms and conditions incorporated either directly or by reference to the following:

- Program legislation/regulation.
- Special terms and conditions as outlined in the Grant Agreement exhibits.
- Code of Federal Regulations/Regulatory Requirements, as applicable:
  - [43 CFR 12\(A\) Administrative and Audit Requirements and Cost Principles for Assistance Programs](#)
  - [43 CFR 12\(E\) Buy American Requirements for Assistance Programs](#)
  - [43 CFR 12\(C\) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments](#)
  - [43 CFR 12\(F\) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, other Non-Profit and Commercial Organizations](#)
  - [43 CFR 43 Governmentwide Requirements for a Drug-Free Workplace](#)
  - [43 CFR 42 Governmentwide Debarment and Suspension \(Nonprocurement\)](#)
  - [43 CFR 18 New Restrictions on Lobbying Program legislation/regulation.](#)

### **Section 8: Acknowledgement of Funding**

Project products, such as reports and publications, should acknowledge funding by using the appropriate ODFW and USFWS logos, and language identifying funding support through the SWG Program. This includes any publicity about the funded project, including signage, brochures, newsletters, and website publications.

Below is sample language acknowledging the source of funding:

*Partial funding for this project is/was through the Oregon Department of Fish and Wildlife State Wildlife Grant Program grant T-XX-X in cooperation with the U.S. Fish and Wildlife Service, Wildlife and Sport Fish Restoration Program.*

**OR**

*Funding for this project is/was through the Oregon Department of Fish and Wildlife State Wildlife Grant Program grant T-XX-X in cooperation with the U.S. Fish and Wildlife Service, Wildlife and Sport Fish Restoration Program.*

Contact Karen Buell for the appropriate logos.

### **Questions?**

Contact Karen Buell at (503) 947-6306 or [Karen.D.Buell@state.or.us](mailto:Karen.D.Buell@state.or.us) immediately if you have any questions regarding recordkeeping, completing reimbursement/match requests or documentation.

**Oregon Department of Fish & Wildlife - State Wildlife Grant Program (SWG)**

**Form B - SWG Reimbursement/Match Worksheet**

<b>Project Title:</b>	E-01 Thornton Lake Turtle Management Plan	<b>Recipient:</b>	City of Albany
<b>Project Start Date:</b>	09/01/11	<b>Project End Date:</b>	09/30/13
<b>Federal Grant Number:</b>	T-33-C-1	<b>State Grant Number:</b>	74001 758145 00
<b>Billing Period:</b>	enter billing period here as xx/xx/xx - xx/xx/xx		
<b>Total Grant Award:</b>	\$ 26,269	<b>Total Match Requirement:</b>	\$26,269

**Instructions:**

- Itemize each grant and match expenditure on a separate line below and number each expenditure/item listed consecutively in the cell provided to the left of each entry. Include the item number in the lower right corner of each supporting document and submit them in the order in which they appear below.
- Supporting documentation for all grant and match expenditures is required. See the SWG Accounting and Recordkeeping Guidance for Conservation Program Recipients for documentation requirements. Reimbursement/Match expenditures submitted without supporting documentation will be disallowed.
- All expenditures must be identified in the project budgets and directly related to the USFWS-approved project narrative.
- Insert additional rows as needed.
- Shaded cells contain formulas. Do not type in these cells.
- For questions or assistance, contact Karen Buell at (503) 947-6306 or by email at Karen.D.Buell@state.or.us .

**Personnel & Volunteers**

Item number	List Names	Class Type/Level	Salary	OPE	Number of Hours	SWG Funds Requested	Recipient Match Submitted	Totals
			\$ -		0.00	\$ -	\$ -	\$ -
			\$ -		0.00	\$ -	\$ -	\$ -
			\$ -		0.00	\$ -	\$ -	\$ -
			\$ -		0.00	\$ -	\$ -	\$ -
			\$ -		0.00	\$ -	\$ -	\$ -
			\$ -		0.00	\$ -	\$ -	\$ -
			\$ -		0.00	\$ -	\$ -	\$ -
<b>Total Personal Services:</b>						\$ -	\$ -	\$ -

**Supplies & Services**

Continue numbering from list above	Vendor & Item Description	SWG Funds Requested	Recipient Match Submitted	Totals
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>Total Supplies &amp; Services:</b>		\$ -	\$ -	\$ -
<b>Total Personal Services and Supplies &amp; Services:</b>		\$ -	\$ -	\$ -

<b>Indirect/Administrative Overhead ( __%) for Personnel and Supplies/Materials Only</b> <i>insert percentage rate</i> <i>(Enter only if indirect/administrative overhead is identified as a line item in the federal funds budget for project)</i>	\$ -	\$ -
---	------	------

**Capital Outlay**

Continue numbering from list above	Vendor & Item Description	SWG Funds Requested	Recipient Match Submitted	Totals
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>Total Capital Outlay:</b>		\$ -	\$ -	\$ -

**Contract Services**

Continue numbering from list above	Vendor Name	SWG Funds Requested	Recipient Match Submitted	Totals
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
<b>Total Contract Services:</b>		\$ -	\$ -	\$ -

<b>Total Grant and Match Expenditures:</b>	\$ -	\$ -	\$ -
<b>Total Match Submitted:</b>		\$ -	
<b>Total SWG Reimbursement Request:</b>	\$ -		
<b>Total Project Expenditures for this Period:</b>			\$ -





TO: Albany City Council

VIA: Wes Hare, City Manager  
Mark Shepard, P.E., Public Works Director *Wes Hare*

FROM: Chris Bailey, Airport and Transit Manager *Chris Bailey*

DATE: October 19, 2011, for the October 26, 2011, City Council Meeting

SUBJECT: Acceptance of Disadvantaged Business Enterprise Policy for Transit Projects

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

Action Requested:

Staff requests City Council review and accept the Disadvantaged Business Enterprise Policy for public transit programs as required by the Federal Transit Administration.

Discussion:

Recipients of funds directly from the Federal Transit Administration (FTA) are required to develop and adopt a policy on the use of Disadvantaged Business Enterprise (DBE) contractors. A DBE is defined as a business that is at least 51 percent owned and primarily operated by at least one person who is either socially or economically disadvantaged. The DBE program includes both minority-owned and women-owned businesses. The City transit programs primarily receive funding through the state of Oregon which does not require a DBE program. However, funding for the multimodal station and other capital projects came to the City directly from the FTA which requires a DBE plan. Within our FTA-approved DBE plan is the requirement to inform City Council of our DBE policy and goal.

Staff developed the DBE plan which includes the following policy statement:

It is the policy of the City of Albany to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts
3. To ensure the DBE Program is narrowly tailored in accordance with applicable law
4. To ensure only firms fully meeting 49 CFR Part 26 eligibility standards are permitted to participate as DBEs
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Also included in the DBE plan is a goal for funds to be awarded to DBEs based on the amount of federal dollars the City expects to receive from the FTA and the number of registered DBEs in

Albany City Council

Page 2

October 19, 2011, for the October 26, 2011, City Council Meeting

our area. The City's goal is that one percent of FTA funds will be provided through contract to DBEs. There is no penalty if the City does not reach this goal.

Budget Impact:

Development of an FTA-approved DBE plan allows the City to continue to receive federal funds.

CB:prj

Attachment

# **City of Albany, Oregon**

## **Disadvantaged Business Enterprise (DBE) Program Document**

**2010 – 2011**

**Public Works Director .....Mark Shepard, P.E.**  
**Airport and Transit Manager .....Chris Bailey**

### **PUBLIC WORKS – TRANSIT**



# Disadvantaged Business Enterprise (DBE) Program Document

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## Disadvantaged Business Enterprise Program

### Policy Statement

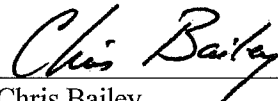
The City of Albany has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U. S. Department of Transportation (DOT), 49 CFR Part 26. The City of Albany has received federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the City of Albany has signed an assurance it will comply with 49 CFR Part 26.

It is the policy of the City of Albany to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts
3. To ensure the DBE Program is narrowly tailored in accordance with applicable law
4. To ensure only firms fully meeting 49 CFR Part 26 eligibility standards are permitted to participate as DBEs
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program

The Airport and Transit Manager has been delegated as the DBE Liaison Officer. In that capacity, the Airport and Transit Manager is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Albany in its financial assistance agreements with the Department of Transportation.

The City of Albany has disseminated this policy statement to the Albany City Council and all the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts by publication in a newspaper in general circulation in Albany and the state of Oregon and by publication in the *Daily Journal of Commerce*.



Chris Bailey  
Airport and Transit Manager

Date: December 30, 2010

**I. Definition of Terms**

The terms used in this program have the meanings defined in 49 CFR 26.5.

**II. Nondiscrimination**

The City of Albany will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin. (See copy of 49 CFR Part 26, Attachment 1.)

In administering its DBE program, the City of Albany will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

**III. DBE Program Updates**

We will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to the DOT updates representing significant changes in the program.

**IV. Quotas**

We will not use quotas in any way in the administration of this DBE program.

**V. DBE Liaison Officer (DBELO)**

We have designated the following individual as our DBE Liaison Officer:

Airport and Transit Manager  
City of Albany  
333 Broadalbin Street  
Albany, OR 97321  
(541) 917-7629

In that capacity, the Airport and Transit Manager is responsible for implementing all aspects of the DBE program and ensuring the City of Albany complies with all provisions of 49 CFR Part 26. The Airport and Transit Manager has direct, independent access to the City Manager concerning DBE program matters.

**VI. Federal Financial Assistance Agreement Assurance**

The City of Albany has signed the following assurance, applicable to all DOT-assisted contracts and their administration:

“The City of Albany shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The City of Albany shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The City of Albany’s DBE Program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and

failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Albany of its failure to carry out its approved program the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

**VII. DBE Financial Institutions**

It is the policy of the City of Albany to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

**VIII. Directory**

The Oregon ESB/M/W/DBE Database Directory is a consolidated and automated directory that identifies firms certified either as MBEs, WBEs, or DBEs by the Oregon Office of Minority, Women, and Emerging Small Business (OMWESB). This DBE Database is maintained and updated daily by the OMWESB. Pursuant to 49 CFR Part 26, the DBE Liaison Officer will use the DBE Database as the primary resource in developing overall and contract-specific DBE participation goals and conducting outreach and other activities to promote DBE participation in U.S. DOT contracts. The DBE directory of certified firms is available on the Internet at <http://www4.cbs.state.or.us/ex/dir/omwesb/>. The directory shall be distributed to contractors and made available at the City to the public on request. The DBE Database includes the firm's name, address, telephone number, and types of work for which the firm is certified as a DBE. The DBE Database shall not in any way prequalify the identified DBE firms with respect to licensing, bondability, competence, or financial responsibility.

**IX. Overconcentration**

The City will review DOT-assisted contract work to determine if any work proposed has been identified as being affected by overconcentration.

**X. Required Contract Clauses**

A. Contract Assurance. The City of Albany will ensure the following clause is placed in every DOT-assisted contract and subcontract:

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

B. Prompt Payment. The City of Albany will include the following clause in each DOT-assisted prime contract:

“The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the City of Albany. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or

postponement of payment from the above-referenced time frame may occur only for good cause following written approval of the City of Albany. This clause applies to both DBE and non-DBE subcontractors.”

**XI. Administrative Sanctions**

Failure of any contractor to meet the DBE Contract Provisions shall constitute a breach of contract for which the imposition of the following sanctions could occur:

- A. Temporarily withholding progress payments until the contractor complies with these contract provisions through future performance.
- B. Permanently withholding payment for work already performed in a manner that constitutes a breach of contract.

**XII. Monitoring and Enforcement Mechanisms**

The City will use the following mechanisms for monitoring and enforcement of DBE program requirements.

**A. Bidders List**

The City will require all prime contractors bidding on FTA/FAA-assisted contracts to return, at the time of bid opening (options apply as to the time this information is required so long as it is prior to the award of the contract), the following information about the prime contractor and all subcontractors who provided a bid or were contacted by the prime:

- Firm name
- Firm address
- Firm’s status as a DBE or non-DBE
- Age of the firm
- Type of work
- Annual gross receipts

The City will use this information to maintain and update its Bidder’s List.

**B. Monitoring Payments to DBEs**

It is the contractor’s responsibility to maintain records and documents for three (3) years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City, FTA, FAA, or U.S. DOT. This reporting requirement is also extended to any certified DBE subcontractor.

The City will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the report of proposed DBE participation.

**C. Reporting to FAA and FTA**

The City will report DBE participation and annual overall goal setting methods to the FTA and the FAA as directed. Statistical data will be maintained as prescribed on a quarterly basis to provide reports to the FAA reflecting the DBE participation on City of Albany DOT-assisted procurement activities. These reports will provide DBE participation information on the City of

Albany race-neutral contracts, race-conscious contracts, and the combined DBE participation on all federally assisted procurement activities.

The City of Albany will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program so that DOT can take steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in §26.109. We also will consider similar action under our own legal authorities, including responsibility determinations in future contracts.

### **XIII. Overall Goals**

The City of Albany will triennially establish overall goals if it anticipates awarding prime contracts exceeding \$250,000 in FAA or FTA funds in any Federal fiscal year in accordance with the two-step process as specified in 49 CFR Part 26.45. If the City of Albany does not anticipate awarding more than \$250,000 in FAA or FTA funds in prime contracts within the Federal fiscal year, it will not develop an overall goal; however, the existing DBE program will remain in effect and the City of Albany will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

In accordance with Section 26.45(f), the City of Albany will submit its overall goal to DOT on August 1 every three years. The next goal will be developed by August 1<sup>st</sup> 2013. Before establishing the overall goal, City of Albany will consult with minority, women owned, disadvantaged, and small business community representatives to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the City of Albany's efforts to establish a level playing field for the participation of DBEs.

Following this consultation, we will publish a notice of the proposed overall goals, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at our principal office for 30 days following the date of the notice, and informing the public that the City of Albany and DOT will accept comments on the goals for 45 days from the date of the notice. The notice will be published in a local newspaper in general circulation, the *Daily Journal of Commerce*, and will be available on the City's website. Normally, this notice will be issued by June 1 of each year. The notice must include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

The City's overall goal submission to DOT will include a summary of information and comments received during this public participation process and the City's responses.

The City will begin using its overall goal on October 1 of each year, unless it has received other instructions from DOT. If a goal is established on a project basis, the City will begin using its goal by the time of the first solicitation for a DOT-assisted contract for the project.

### **XIV. Transit Vehicle Manufacturers**

The City of Albany will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on FTA-assisted transit vehicle procurements, to certify that it has complied with the requirements of this section. Alternatively, the City of Albany may, at its discretion and with FTA approval, establish project-specific goals for DBE participation in the procurement of transit vehicles in lieu of the transit vehicle manufacturer complying with this element of the program.

**XV. Remedial Contract Goals for Certain Subcontracts**

The City of Albany will establish Contract Goals for specific contracts when the City has determined that any portion of the Overall Goals established in Section XIII are not being met using race-neutral means. The purpose of Contracts Goals is to enable the Overall Goals to be met cumulatively, when it is determined by the City that race-neutral means have not been effective to meet the Overall Goals.

The City will use Contract Goals only after it has determined the Overall Goals are not being met in DOT-assisted contracts that involve a General Contract with subcontracting possibilities. The City need not establish Contract Goals on every such contract, and the size of the contract goals will be adapted to the circumstances of each such contract (e.g., including but not limited to type and location of work, availability of DBEs to perform the particular type of work, etc.)

When established for a particular contract, the City will express the Contract Goal as a percentage of the total amount of the particular DOT-assisted contract

We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

**XVI. Good Faith Efforts**

**A. Information to be Submitted**

The City of Albany treats bidder's/offeror's compliance with good faith efforts requirements as a matter of responsiveness. Each solicitation for which a contract goal has been established will require the bidders/offerors to submit with their bid the following information:

1. The names and addresses of DBE firms that will participate in the contract
2. A description of the work each DBE will perform
3. The dollar amount of the participation of each DBE firm participating
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment
6. If the contract goal is not met, evidence of good faith efforts

**B. Demonstration of Good Faith Efforts**

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in CFR 49 Part 26 Appendix A.

The Airport and Transit Manager is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

The City will ensure all information is complete and accurate and adequately documents the bidder's/offeror's good faith efforts before it commits to the performance of the contract by the bidder/offeror.

**C. Administration Reconsideration**

Within five (5) days of being informed by the City of Albany that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidders/offerors should make this request in writing to the following reconsideration official:

Public Works Director  
City of Albany  
333 Broadalbin SW  
Albany, OR 97321-0144  
(541) 917-7676

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder/offeror did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

**D. Good Faith Efforts When a DBE is Replaced on a Contract**

The City will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The City will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

In this situation, the City will require the prime contractor to obtain the City's prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the contractor fails or refuses to comply in the time specified, the City's contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

**XVII. Counting DBE Participation**

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55.

**XVIII. Certification**

The City does not certify DBEs. It relies upon the services of the Oregon Office of Minority, Women, and Emerging Small Business Enterprise Program (OMWESB) for certification. As the sole certification authority in Oregon for targeted government contracts for emerging small businesses and disadvantaged, minority, and woman-owned businesses, OMWESB provides a unified certification process.

The OMWESB complies with 49 CFR Part 26 in determining whether to certify a firm as eligible to participate as a DBE. The directory of certified firms can be found on the internet at <http://www4.cbs.state.or.us/ex/dir/omwesb/>. The directory is updated daily.

## **XIX. Information Collection and Reporting**

### **A. Bidder's List**

The City of Albany will create a bidder's list, consisting of information about all DBE and non-DBE firms that bid or quote on DOT-assisted contracts. The purpose of this requirement is to allow use of the bidder's list approach to calculating overall goals. The bidder's list will include the name, address, DBE/non-DBE status, age, and annual gross receipts of firms. Prime bidders will be required to report the names, addresses, type of work, and other information regarding all firms who quote to them on subcontracts.

### **B. Monitoring Payments to DBEs**

The City will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the City of Albany or the DOT. This reporting requirement also extends to any certified DBE subcontractor.

The City will keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

The City will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

### **C. Reporting to DOT**

We will report DBE participation to the DOT as follows:

FAA reports will be submitted on a Semi-annual basis, Reports are due 6/1 and 12/1 of each year. These reports will reflect payments actually made to DBEs on DOT-assisted contracts.

FTA reports will be submitted on a Semi-annual basis, Using the Uniform Report of DBE commitments / Awards and Payments form. Reports are due to the FTA on 6/1 and 12/1 of each year that we are required to have an annual goal. These reports will reflect payments actually made to DBEs on DOT-assisted contracts.

FHWA reports will be submitted on a Semi-annual basis, Using the Uniform Report of DBE commitments / Awards and Payments form. Reports are due to the FHWA on 6/1 and 12/1 of each year that we are required to have an annual goal. These reports will reflect payments actually made to DBEs on DOT-assisted contracts.

### **Confidentiality**

The City will safeguard from disclosure to third parties any information reasonably regarded as confidential business information, consistent with federal, state, and local law. Notwithstanding any contrary provisions of state or local law, we will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than DOT) without the written consent of the submitter.

## Attachment 1

### City of Albany Albany Transit System Disadvantaged Business Enterprise (DBE) Goal Setting Methodology Fiscal years 2011,2012,2013

**The City of Albany's overall DBE goal for transit programs is one percent.**

The relevant market was determined to be the following Oregon counties: Benton, Lane, Linn, and Marion. These counties were selected because this is where a substantial amount of local contractors are based.

The FY11-13 DBE goal was established by first determining the types and percentages of work that will be put out for bid and paid for in part or in whole by FTA funds:

- Other Automotive Mechanical and Electrical Repair and Maintenance – (NAICS code 811118) – 2.23 percent of total federal funds being bid
- Vans, commercial, and passenger light duty, assembling on chassis of own manufacture – (NAICS code 336112) – 6.62 percent of total federal funds being bid
- Addition, alteration, and renovation general contractors, commercial and institutional building (REA Building) – (NAICS code 236220) – 29.7 percent of total federal funds being bid
- Bus terminal construction – (NAICS code 236220) – 61.4 percent of total federal funds being bid

Using data reported by the DBE Directory maintained by the State of Oregon, Office of Minority, Women, and Emerging Small Business (OMWESB), the number of **DBE firms** located in the relevant market area and in these categories ready, willing, and able to bid for the types of work in the project was determined as follows:

- Other Automotive Mechanical and Electrical Repair and Maintenance: 0
- Vans, commercial and passenger light duty, assembling on chassis of own manufacture: 0
- Addition, alteration and renovation general contractors, commercial and institutional building (REA Building): 5
- Bus terminal construction – (North Albany Park and Ride): 0

The source data used to determine the number of **total firms** (DBEs and non-DBEs together) ready, willing, and able to bid for the types of work contained in the project are as reported by the U.S. Census Bureau 2007 Economic Census (<http://censtats.census.gov/cbpnaic/cbpnaic.shtml>). The number of firms located in the relevant market area by type of work is as follows:

- Other Automotive Mechanical and Electrical Repair and Maintenance: 15
- Vans, commercial, and passenger light duty, assembling on chassis of own manufacture: 0
- Addition, alteration, and renovation general contractors, commercial and institutional building (REA Building): 127
- Bus terminal construction – (NAICS code 236220): 127

**Calculations:**

**Step 1 - Determine the weight of each type of work by NAICS Code:**

\* Enter all the FTA-assisted projects below. Project amounts should be assigned relevant NAICS Code(s).

	<b>NAICS Code</b>	<b>Project</b>	<b>Amount of DOT funds on project:</b>	<b>% of total DOT funds (weight)</b>
1)	811118	Transit Vehicle Maintenance	\$ 27,230.00	0.0223
2)	236220	REA Building Renovation	\$ 362,904.00	0.2972
3)	336112	Purchase of Two Paratransit Vans	\$ 80,800.00	0.0662
4)	236220	NA Park and Ride Construction	\$ 750,204.00	0.6143
5)				0.0000
6)				0.0000
7)				0.0000
8)				0.0000
9)				0.0000
10)				0.0000
	<b>Total FTA-Assisted Contract Funds</b>		<b>\$1,221,138.00</b>	<b>1</b>

**Step 2 - Determine the relative availability of DBE by NAICS Code:**

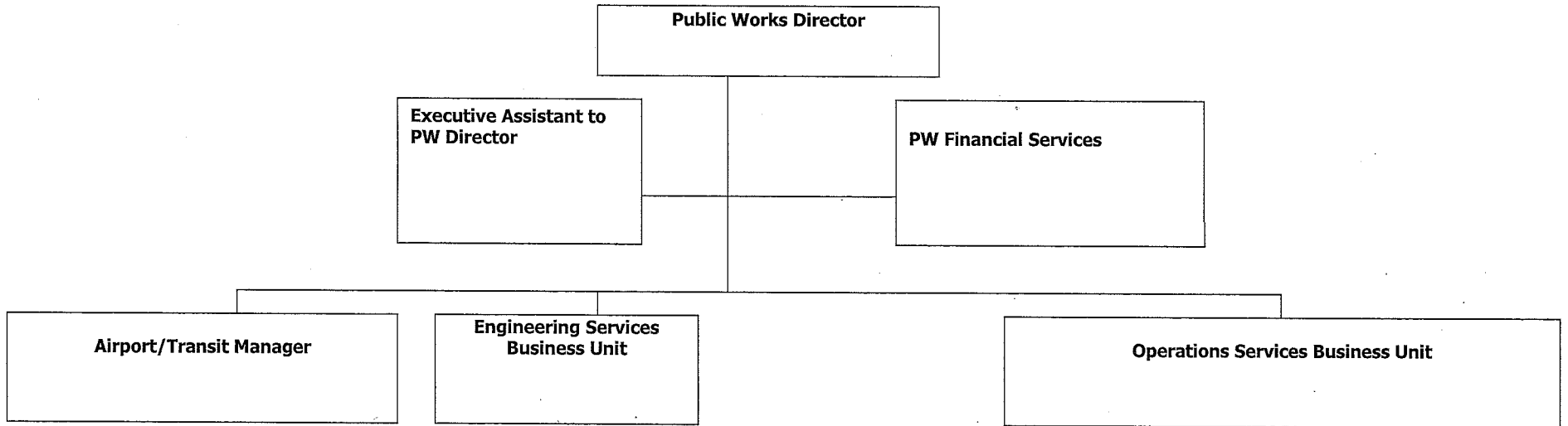
\* Use DBE Directory, census data and/or a bidders list to enter the number of available DBE firms and the number of available firms.

	NAICS Code	Project	Number of DBEs available to perform this work	Number of all firms available (including DBEs)	Relative Availability	
1)	811118	Transit Vehicle Maintenance	0	15	0.0000	
2)	236220	REA Building Renovation	5	127	0.0394	
3)	336112	Purchase of Two Paratransit Vans	0	0		
4)	236220	NA Park and Ride Construction	0	127	0.0000	
5)	0	0				
6)	0	0				
7)	0	0				
8)	0	0				
9)	0	0				
10)	0	0				
	<b>Combined Totals</b>		<b>5</b>	<b>269</b>	<b>0.0186</b>	<b>Overall availability of DBEs</b>

**Step 3 - (Weight) × (Availability) = Weighted Base Figure**

	NAICS Code	Project	Weight	×	Availability	Weighted Base Figure
1)	811118	Transit Vehicle Maintenance	0.02230	×	0.00000	
2)	236220	REA Building Renovation	0.29719	×	0.03937	0.0117
3)	336112	Purchase of Two Paratransit Vans	0.06617	×	0.00000	
4)	236220	NA Park and Ride Construction	0.61435	×	0.00000	
5)	0	0	0.00000	×	0.00000	
6)	0	0	0.00000	×	0.00000	
7)	0	0	0.00000	×	0.00000	
8)	0	0	0.00000	×	0.00000	
9)	0	0	0.00000	×	0.00000	
10)	0	0	0.00000	×	0.00000	
					<b>Total</b>	0.0117
					Expressed as a % (*100)	1.17%
					<b>Rounded, Weighted Base Figure:</b>	1%

# City of Albany Public Works Admin Org chart





TO: Albany City Council  
VIA: Wes Hare, City Manager  
FROM: Marilyn Smith, Management Assistant/Public Information Officer *MS*  
DATE: October 19, 2011, for the October 26, 2011, City Council Meeting  
SUBJECT: Code Enforcement Team First Quarter Report, Fiscal Year 2011-2012

RELATES TO STRATEGIC PLAN THEME:

- Great Neighborhoods
- A Safe City
- An Effective Government

The Code Enforcement Team has begun its 13<sup>th</sup> year of work responding to citizen complaints to address situations that pose a threat to public health and safety or affect neighborhood livability.

The Team began the year with 52 open complaints. During the first quarter, 38 new complaints were investigated and 62 cases were closed. Fifty-two cases remained open at the end of the quarter.

Fifteen of the 38 new complaints concerned properties that were overgrown. Many of these were vacant lots in unfinished subdivisions or properties that had been abandoned by their owners. Staff continues to work with Compliance Connections to contact lenders who usually take care of the problem quickly.

Some outstanding issues and new complaints:

1. 527 Fourth Avenue SE – House was destroyed by fire on September 6, 2011. Rubble pile has been removed and lot has been cleared.
2. 129 Sixth Avenue SE – House heavily damaged by arson fire on November 3, 2010. The property has been boarded up and secured. The City has a court judgment to order repair or demolition.
3. 2209 Jefferson Court SE – Duplex heavily damaged by arson fire October 25, 2010, more than a year after the team began receiving complaints about the building being abandoned and unkempt. Property owners did not respond to many attempts to contact them. The City has filed for default and proposed judgment to give the authority to order repair or demolition.
4. 1126 Sixth Avenue SE – Dangerous conditions found in this rental house during a drug raid on July 8, 2011. House ordered vacated, and property owner was issued a notice-and-order listing deficiencies and a deadline to repair or demolish. House has been boarded up; no changes in recent weeks. Building Division is preparing a notice-and-order to declare the building dangerous and order repairs or demolition.
5. 1122 Second Avenue SE – Tenant complained of mold, bad wiring, faulty appliances, collapsing ceiling, and possible structural damage from water leaks in basement unit of duplex. Property owners have left the area and have not responded to requests to repair deficiencies. City will post the property as dangerous and order it vacated.
6. 530 14<sup>th</sup> Avenue SW – Tenant complained of electrical problems, windows that don't open, ceilings caving, no hot water in bathroom, bugs and slugs coming in through cracks in wall and floor. Multiple additional deficiencies found during inspection. Same owner as 1122 Second Avenue SE (above). City is pursuing the same course of action.
7. 1250 Shortridge Street SE – This property has been on the team's list since 2007. Building and Environmental Services staff are working with the property owner to obtain Veterans' Administration assistance for alterations to make the storage building legally habitable.

8. 3304 Chicago Street SE (May 2, 2011) – Neighbor complained of derelict cars, car parts, and other junk and trash that “never gets cleaned up” at this address, which was also featured in a November 15, 2010, presentation to Council. Property owner had been cited for keeping junk in 2009 and was issued a new citation. Trial is scheduled November 9, 2011, in Municipal Court.

Budget Impact:

Beginning budget	\$21,100.00
Expenditures as of September 30, 2011	<u>1,230.73</u>
	<b>\$19,619.27</b>

MMS:de