



NOTICE OF PUBLIC MEETING

CITY OF ALBANY
CITY COUNCIL WORK SESSION
City Hall, Municipal Court Room
333 Broadalbin Street SW
Monday, February 21, 2011
4:00 p.m.

AGENDA

- 4:00 p.m. **CALL TO ORDER**
- 4:00 p.m. **ROLL CALL**
- 4:00 p.m. **BUSINESS FROM THE PUBLIC**
- 4:05 p.m. **MUNICIPAL COURT ANNUAL REPORT, REVIEW JUDGE'S CONTRACT** – Robert Scott
Action Requested: Information, discussion, direction.
- 4:20 p.m. **CAROUSEL BUILDING PLANS** – Gary Goby, John Boock, Jr.
Action Requested: Information, discussion.
- 4:50 p.m. **TAKENA STREET PARKING UPDATE** – Ron Irish
Action Requested: Information, discussion, direction.
- 5:30 p.m. **DISCUSSION OF KNOX BUTTE ROAD LIGHTING** – Chris Bailey
Action Requested: Information, discussion, direction.
- 6:00 p.m. **COUNCILOR COMMENTS**
- 6:10 p.m. **CITY MANAGER REPORT**
- 6:15 p.m. **ADJOURNMENT**

City of Albany Web site: www.cityofalbany.net

The location of the meeting/hearing is accessible to the disabled. If you have a disability that requires accommodation, advance notice is requested by notifying the Human Resources Director at 917-7500.



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Stewart Taylor, Finance Director *ST*
DATE: February 14, 2011, for the February 21, 2011, City Council Work Session
SUBJECT: Presentation of the 2010 Annual Report by Municipal Court Judge Robert Scott and Review of Annual Contract
RELATES TO STRATEGIC PLAN THEME: • An Effective Government

Action Requested:

Presentation of the 2010 Annual Report by Municipal Court Judge Robert Scott and review of the contract renewal. No action needed.

Discussion:

The contract renewal for Municipal Court Judge Robert Scott and the resolution for Pro Tem Judges will come to the February 23, 2011, City Council Regular Session for Council approval.

In previous contracts, Judge Scott's compensation was increased annually by the cost-of-living adjustment granted to Non bargaining employees on July 1 of the previous year.

Budget Impact:

There will be no increase to the Budget as Non bargaining employees did not receive an annual cost-of-living adjustment on July 1.

ST:md
Attachment

ALBANY MUNICIPAL COURT
 JUDGE'S ANNUAL REPORT FOR
 THE CALENDAR YEAR 2010

The following is the annual judge's report on the status of the Albany Municipal Court for the 2010 calendar year.

1. CASE STATISTICAL COMPARISON FOR 2008, 2009 AND 2010.

<u>A. CASES FILED</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>DIFFERENCE</u> 2009-2010
Criminal non-traffic	1178	962	1001	+39
Criminal traffic	189	139	124	(15)
Contempt	70	62	109	+47
Violation non-traffic	325	348	292	(56)
Violation traffic	6410	4348	3377	(971)
Parking	657	333	210	(123)
Towing hearings	3	0	0	0
Dangerous dog hearings	1	2	6	+4
Restitution hearings	1	8	9	+1
TOTAL CASES	8834	6202	5128	(1074)

B. WARRANTS ISSUED.

Bench (FTA-FTC)	1503	1276	1302	(26)
Arrest	81	71	75	+4
	<u>1584</u>	<u>1347</u>	<u>1377</u>	<u>+30</u>

As I've previously reported, the Court plays no role in the initiation or filing of cases. Once the cases are filed, we try to process them in a timely, orderly and fair manner. Given the decrease in the caseload over the past two years, there should not be and is not a backlog of cases pending.

2. REVENUE COMPARISON BY CALENDAR YEAR.

<u>ITEM</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>DIFFERENCE</u> <u>2009-2010</u>
Total Revenue	\$1,281,769	\$1,092,387	\$957,399	(\$134,988)
City Share	1,042,428	912,636	811,738	(100,898)
State share	193,526	146,794	123,902	(22,892)
County share	34,394	24,603	21,760	(2,843)
OR Judicial Dept.	11,421	8,354	7,210	(1,144)

Court expenditures for the 2010 calendar year were \$620,981, or \$190,757 less than the City's share of revenue. After the first six months of the current fiscal year, the Municipal Court had used 47.69 percent of its expenditures budget.

3. CONCLUSION.

In 2009, the number of total cases decreased by about 30 percent from the number filed in 2008. In 2010, the number of total cases again decreased, this time by about 18 percent. That is a decrease of about 42 percent from the 2008 total. During the same time period, total revenues have decreased about 23 percent.

As always, I thank the Council for its support and I compliment the court staff for the courteous, empathetic way it deals with our residents in these difficult economic times.

Respectfully submitted,

Robert T. Scott
Municipal Judge

CONTRACT TO PROVIDE MUNICIPAL COURT SERVICES

THIS AGREEMENT is made and entered into this ~~26th~~ 23rd day of ~~January-February~~ 2010 by and between the CITY OF ALBANY, Oregon, a municipal corporation, hereinafter referred to as "CITY" and ROBERT T. SCOTT, Attorney at Law.

WITNESETH:

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

WHEREAS, ROBERT T. SCOTT desires to serve in said capacity; and

WHEREAS, the Internal Revenue Service defines a Judge as a public official and an employee of the government for whom he or she serves and, therefore, the CITY is responsible for withholding and paying Federal income tax, social security and Medicare taxes, and issuing a Form W-2 Wage and Tax Statement to the public official; and WHEREAS, it is the desire of both parties hereto to establish and set forth their mutual responsibilities one to the other.

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

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

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

Independent. In performing the duties of Municipal Court Judge, ROBERT T. SCOTT shall serve as a 0.25 FTE Nonbargaining employee of the CITY. However, the CITY shall have no right or responsibility to

control or influence the manner in which he carries out his judicial responsibilities, save and except that ROBERT T. SCOTT agrees to carry out his duties in a timely, consistent, and impartial manner. ROBERT T. SCOTT shall have no management or administrative responsibility or authority over other City employees.

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

- a. On or before the 1st of January of each and every year this contract remains in effect, ROBERT T. SCOTT shall submit to the City Council the names of those persons whom he wishes to nominate as pro tem judges for the 12 months following the date of such appointment. These persons shall all be members of the Oregon State Bar, in good standing, and must be satisfactory to the City Council of the CITY. Upon receiving such list of proposed pro tem judges, the City Council shall, at its next regularly scheduled meeting, or as soon thereafter as may be convenient, review the list of persons nominated by ROBERT T. SCOTT and approve or deny their appointment as pro tem municipal judges. Any pro tem municipal judge shall also be an independent contractor and not an employee of the City of Albany and shall exercise the same functions, duties, powers, and responsibilities as those assumed by ROBERT T. SCOTT pursuant to this agreement.
- b. When the services of pro tem judges are required because Robert T. Scott is on vacation, ill, has a conflict of interest or scheduling conflict, the City shall pay the pro tem judges' fees for services rendered, up to a maximum expenditure of \$3,000 during the calendar year 204011. Robert T. Scott shall be responsible for negotiating with the pro tem judges and setting their per hour fee for services rendered, which shall not exceed \$150 per hour. In the event the total cost of pro tem services exceeds \$3,000 in the calendar year 204011, ~~Robert T. Scott~~ ROBERT T. SCOTT shall pay the excess over \$3,000 and shall hold the City harmless therefrom.

When Albany Municipal Court business or the professional development of the Municipal Judge requires that ~~Robert T. Scott~~ ROBERT T. SCOTT be away from the Court, compensation of a pro tem judge shall be at the same rate as established for other pro tem use, and shall be paid by the City. The amount so paid shall not be included in the \$3,000 contracted for by the City in the preceding paragraph.
- c. ROBERT T. SCOTT shall make a reasonable effort to maintain a pool of at least three pro tem municipal judges that all will be reasonably familiar with Municipal Court procedures should their service be necessary.
- d. ROBERT T. SCOTT shall instruct all pro tems concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.

Term. This Agreement shall commence January 1, 204011, and shall continue until December 31, 204011. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties. Notwithstanding the foregoing, ROBERT T. SCOTT shall serve at the pleasure of the City Council. No rights, responsibilities, salary, or other benefits shall extend beyond the term of this Agreement and nothing in this Agreement shall be deemed to vest in ROBERT T. SCOTT any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof. Either party may, at any time, terminate this Agreement, with or without cause, upon thirty (30) days' written notice, in which event ROBERT T. SCOTT shall be entitled to all compensation then due.

Compensation. Effective January 1, 2011, ROBERT T. SCOTT shall ~~would be entitled to~~ have his compensation increased by the cost-of-living adjustment granted to the Nonbargaining employees on July 1 of the previous year. ~~There will be no increase as Non-bargaining employees did not receive an annual cost-of-living adjustment on July 1. Payment shall be made on or before the last working day of each month this Agreement remains in effect. This cost-of-living adjustment shall then remain in effect for a 12-month period until the succeeding January 1 at which time a new calculation shall be made using the same formula. All other benefits and conditions of employment will be consistent with those of a .25 FTE Nonbargaining employee. Because Nonbargaining employees did not receive a cost-of-living adjustment on July 1, 2010, ROBERT T. SCOTT shall receive no cost-of-living adjustment for the calendar year 2011. On January 1, 2012, the parties shall again consider whether or not ROBERT T. SCOTT shall be granted a cost-of-living adjustment for the calendar year 2012.~~

~~For his service during the calendar year 2011, ROBERT T. SCOTT shall be paid gross compensation of \$6,140.00 per month. All other benefits and conditions of employment will be consistent with those of a 0.25 FTE Nonbargaining employee.~~

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Hours of Work. It is recognized that the hours devoted by the judge in the performance of his responsibilities may vary with the caseload of the Court. The judge shall file a monthly timesheet with the Court Clerk describing the amount of time he is devoting to his judicial duties.

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

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

Professional Development. The CITY agrees to reimburse the Municipal Judge for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the Municipal Judge. The procedures for reimbursement shall be the same as those for Nonbargaining employees.

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

CITY OF ALBANY:

JUDGE:

By _____
Sharon Konopa, Mayor

Robert T. Scott, Municipal Judge

Date: _____

Date: _____

ATTEST:

City Clerk

CONTRACT TO PROVIDE MUNICIPAL COURT SERVICES

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WITNESETH:

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

WHEREAS, ROBERT T. SCOTT desires to serve in said capacity; and

WHEREAS, the Internal Revenue Service defines a Judge as a public official and an employee of the government for whom he or she serves and, therefore, the CITY is responsible for withholding and paying Federal income tax, social security and Medicare taxes, and issuing a Form W-2 Wage and Tax Statement to the public official; and WHEREAS, it is the desire of both parties hereto to establish and set forth their mutual responsibilities one to the other.

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- a. Provide an overview of the Municipal Court judicial function, including pretrial conferences, scheduling of pro tem judges, and annual reviews of the financial condition of the Municipal Court system;
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- c. Develop and carry out policies for trial procedures, including the adoption of an appropriate bail schedule;
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- e. Review annually, data gathered by the CITY regarding cases generated by the Albany Police Department which are being filed in the District Court;
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ROBERT T. SCOTT agrees to carry out his duties in a timely, consistent, and impartial manner. ROBERT T. SCOTT shall have no management or administrative responsibility or authority over other City employees.

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adjustment on July 1, 2010, ROBERT T. SCOTT shall receive no cost-of-living adjustment for the calendar year 2011. On January 1, 2012, the parties shall again consider whether or not ROBERT T. SCOTT shall be granted a cost-of-living adjustment for the calendar year 2012.

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CITY OF ALBANY:

JUDGE:

By _____
Sharon Konopa, Mayor

Robert T. Scott, Municipal Judge

Date: _____

Date: _____

ATTEST:

City Clerk

RESOLUTION NO. _____

A RESOLUTION APPOINTING MUNICIPAL COURT JUDGE PRO TEMS AND REPEALING
RESOLUTION NO. 5883

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

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

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

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

BE IT FURTHER RESOLVED that Resolution No. 5883 is hereby repealed.

DATED AND EFFECTIVE THIS 23RD DAY OF FEBRUARY 2011.

Mayor

ATTEST:

City Clerk



TO: Albany City Council

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

FROM: Mark Shepard, P.E., City Engineer *MWS*
Ron Irish, Transportation Systems Analyst *R.I.*

DATE: February 10, 2011, for the February 21, 2011, Council Work Session

SUBJECT: Tadena Street, Queen Avenue to 12th Avenue

RELATES TO STRATEGIC PLAN THEME: • Great Neighborhoods
• A Safe City

Action Requested:

No action is requested at the work session. A discussion and decision on the issue is scheduled for the regular Council meeting on February 23, 2011.

Background

On October 27, 2010, residents from Tadena Street between 12th and Queen Avenues addressed Council concerning on-going issues on the street including vehicle speeds, school zone safety, the narrow road width, and parking issues. Council directed staff to work with residents to develop a list of options for the street, have those options reviewed by the Traffic Safety Commission (TSC), and then bring a recommendation back to Council for consideration.

This section of Tadena Street has a 40-foot right-of-way and a curb-to-curb width of 27 feet. Most adjoining lots are developed with single family homes with narrow driveways. There is a 4-foot-wide sidewalk together with a 2-foot shoulder along the east side of the street. The distance between the curb and right-of-way line is consistent at 6 feet. The west side of the street has a distance of 7 feet between the curb and right-of-way line, with sidewalk widths varying between 4 feet and 5 feet. In most cases the landscape strip has been covered in concrete or by stone pavers. The posted speed limit is 25 mph, and a reduced speed school zone began just south of 12th Avenue along the frontage of Tadena Elementary School. On-street parking is allowed on both sides of the road. The section of the road south of 14th Avenue has parking restrictions in place that limit on-street parking during week days and school hours. Those restrictions were established years ago as the result of overflow parking demand from West Albany High School students (WAHS).

In 1976 Council adopted a resolution (attached) that allowed parking over the curb along both sides of the road. The action was taken in response to the narrow width of the road. Opposing drivers had a difficult time passing each other when vehicles on opposite sides of the road were parked against the curb.

Staff conducted a speed and volume study on the road on November 2, 2010. The study was taken just south of 14th Avenue, about halfway between 12th Avenue and Queen Avenue. The average driver speed was 20 mph, and the 85th percentile speed was 27 mph. The volume of traffic was 460 ADT.

Review and Recommendation by Neighborhood

Staff hosted a neighborhood meeting for Tadena Street residents on November 18, 2010. Four residents volunteered to form a design team to review and develop options for the street with the assistance of City staff. The design team met on December 16, 2010, and again on

January 11, 2011. Two changes have already been made on the street as a result of the design team meetings: the reduced speed school zone for Takena Elementary School has been extended south to 13th Avenue, and the parking restriction signs south of 14th Avenue have been pulled. The change to the boundary of the reduced speed school zone is permanent. The removal of parking restriction signs is a test and was done in an attempt to verify the current level of overflow parking demand generated by WAHS. The school recently expanded its on-site parking facilities and as a result there may well be less spill-over parking demand on Takena Street. It will likely take several months to tell if that is the case or not.

The narrow width of the road combined with on-street parking along both sides and narrow driveway widths have resulted in numerous issues on the road:

- The Council resolution passed in 1976 allowing drivers to park over the curb has not eliminated parking issues along the street. Drivers are occasionally still cited for parking on a sidewalk by officers not familiar with the resolution. In addition, Section 13.21.030 of the Municipal Code specifically prohibits parking on a public sidewalk, as does the Oregon Vehicle Code. Both of those regulations would supersede a Resolution.
- Because of the narrow sidewalk widths along the street, even the most well-intentioned drivers that park over the curb often partially encroach and block the public sidewalk. Staff has visited the street on numerous occasions over the past few months and never failed to observe vehicles along both sides of the street parked over the curb in a manner that partially blocked sidewalks. Because the sidewalks are narrow, even a partial blockage reduces the available sidewalk width below ADA requirements. Any formal action to legitimize the practice would expose the City to serious liability exposure.
- When vehicles are parked on opposite sides of the street, the remaining open pavement (about 13 feet) provides insufficient space for the operation of emergency vehicles. Fire trucks can traverse the street in between parked vehicles, but cannot count on there being space to stop and set up operations in the event of an emergency. Most driveways along the street are narrow and are not placed on the side of the lot next to the neighbor's driveway. As a result, the driveways do not provide "gaps" in parked vehicles that emergency vehicles can take advantage of as occurs on the "skinny streets" currently being constructed in most new developments.

Staff, working with the neighborhood design team, identified four potential options for addressing the parking issues resulting from the narrow width of the street. The options are listed below together with advantages and disadvantages, and are prioritized starting with the neighborhood's preferred options. The first two options were ranked equally by the neighborhood design team.

A-1. *Better identify allowable shoulder parking areas.*

This option would leave the existing curbs along the street in place, but make changes to the shoulder area between the curb and sidewalk in order to better identify the area of the street where shoulder parking is allowable. The new shoulder material would need to be paving stones or a similar material in order to provide a color and texture change from the existing sidewalk.

Advantages:

- Would better delineate the areas of the street designated for parking and pedestrian use.
- Moderate cost option. Similar result but less expensive than full road reconstruction.

- Might be able to incorporate improvements into a “bike boulevard” project in order to utilize TSDC funds.

Disadvantages:

- Unless violations were rigorously enforced, could result in City and resident ADA-related liability exposure as a result of partially blocked sidewalks.
- Retains narrow vehicle travel width.
- Does not provide adequate road width for the operation of emergency vehicles.

A-2. *Restrict parking along one side of the street and prohibit “shoulder” parking*

This option would restrict parking along one side of the street in order to provide a wider vehicle travel area. Parking would likely alternate between sides of the street between 12th and Queen Avenues. On-site parking spaces would be added where feasible and desired by property owners.

Advantages:

- Resolves ADA access issues and limits liability exposure of both residents and City.
- Low cost option.
- Might be able to incorporate improvements into a “bike boulevard” project in order to utilize TSDC funds.
- Provides adequate room for the operation of emergency vehicles.

Disadvantages:

- Overall reduction in the amount of available parking along the street.
- Some residents would lose on-street parking in front of their homes.
- Could increase vehicle speeds unless traffic calming features are added to the street.

B. *No Action*

This option would leave the street width and parking situation on Tadena Street as it currently exists.

Advantages:

- Lowest cost option.
- No immediate adverse impact on neighborhood parking.

Disadvantages:

- Does not resolve legal ambiguity concerning the parking of vehicles over the curb along the street.
- Results in City and resident ADA-related liability exposure as a result of blocked sidewalks.
- Retains narrow vehicle travel width.
- Does not provide adequate road width for the operation of emergency vehicles.
- Would not resolve long-standing parking issues and conflicts along the street.

C. Reconstruct and widen the road

This option would widen the curb width of the road by up to five feet in order to provide more room for on-street parking. Sidewalks would be 4-feet wide and be located immediately behind the curb.

Advantages:

- Would provide increased road width for vehicle travel.
- Would clearly delineate the areas of the street designated for parking and pedestrian use.

Disadvantages:

- Highest cost option – would require reconstruction of all concrete and asphalt improvements along the street together with substantial modification of both the storm drainage and water systems.
- Would require driveway construction on private property in order to match adjusted street/sidewalk grades.
- The increased road width would still not provide adequate space for the operation of emergency vehicles.
- Curbs would need to be a “roll curb” design in order to provide for ADA compliant pedestrian facilities at driveways.

Review and Recommendation by Traffic Safety Commission

The Traffic Safety Commission (TSC) met on February 7, 2011, and reviewed the conditions on Takena Street and the recommendations of the neighborhood design team. The TSC recommends and supports option A2. The primary reasons for that support were:

- It is the only option that provides sufficient set-up space for emergency vehicle operations.
- It eliminates the need for the City to endorse “over the curb” parking and the ADA liability exposure that would result.
- It was one of the two options favored by the neighborhood design team.

Next Steps: This issue is scheduled for Council discussion and a decision on February 23, 2011. Notice of that meeting has been sent to residents on Takena Street and some residents may wish to address Council directly on the issue. The next steps in the process will depend on which design option Council favors for the street.

If Council selects option “A,” staff would work to develop a project scope and cost estimate to better delineate the area of the shoulder where vehicle parking is allowed. That information would be brought back to Council at a later date for a direction concerning project scheduling and funding.

If Council selects option “A2,” staff will begin work with the neighborhood to develop a plan to remove parking along one side of the street and verify which residents desire construction of on-site parking pads or widened driveways . Once those details were worked out staff would bring the project back to Council for approval of a resolution authorizing removal of on-street parking and identification of a funding source for the project. If speed humps and/or other traffic calming

improvements were part of the project (the neighborhood design team supported that concept) there would be an option to use TSDC funds from TSP project B12.

If Council selects option "B," no further action will be undertaken in the near future. If the neighborhood decides that the "test" removal of parking restrictions on the south end of the block has been successful, there will be a resolution brought forward to rescind the parking restrictions.

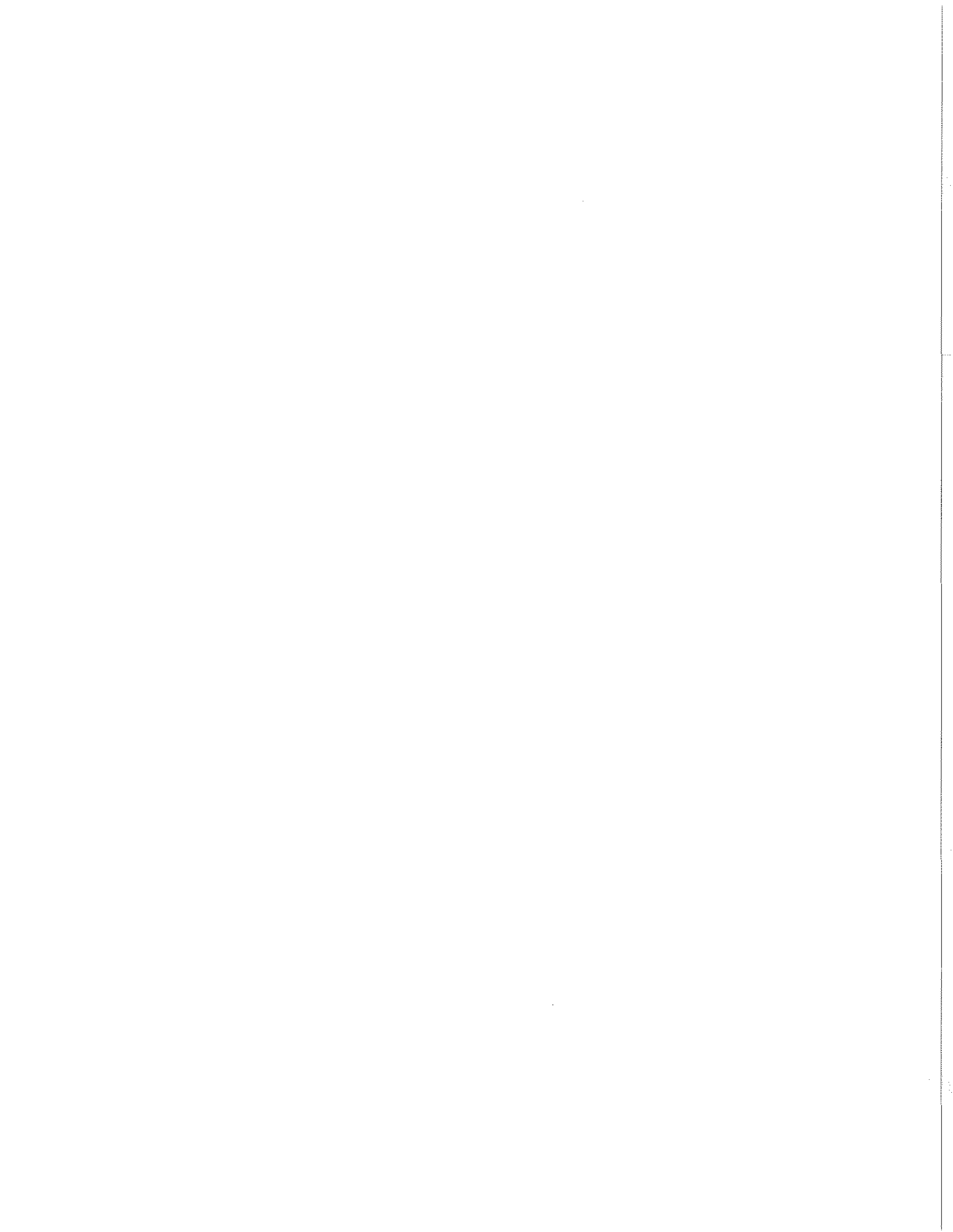
If Council selects option "C," direction would need to be provided regarding the timing and funding source for the project.

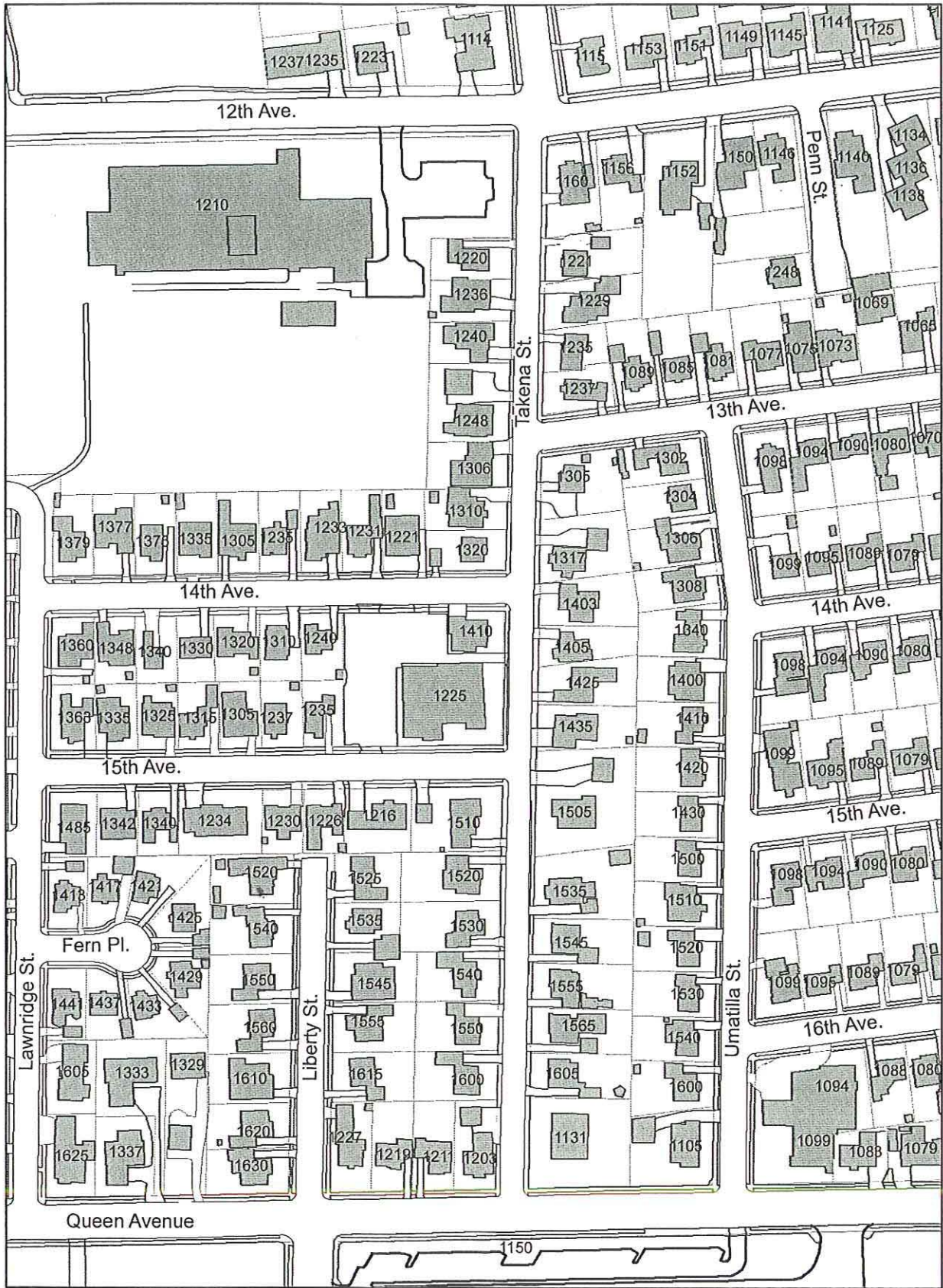
Budget Impact:

The budget impact will vary depending upon the design option selected for the street.

RGI:kw

Attachment





Takena Street - Queen to 12th

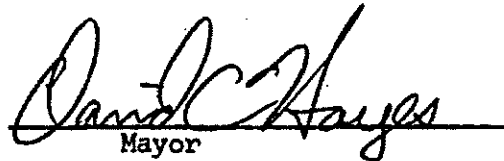
RESOLUTION NO. 1790

WHEREAS, the Albany Parking and Safety Commission has met for study and recommends the following action be taken,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Albany City Council that the following recommendations be adopted:

1. That parking be allowed over the curb and on the 2' parking strip to continue to allow parking on both sides of Tadena Street between Queen and 12th Avenues.
2. That parking be eliminated for 20' back from the properties of both Queen and Tadena Streets at this intersection.
3. That parking be eliminated on the east side of Pacific Blvd. from 34th southerly for 350 feet.

DATED this 9th day of June, 1976.



Mayor

ATTEST:



City Recorder



TO: Albany City Council

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

FROM: Chris Bailey, Airport and Transit Manager *Chris Bailey*
Ron Irish, Transportation Systems Analyst

DATE: February 17, 2011, for the February 21, 2011, City Council Work Session

SUBJECT: Illumination of the Knox Butte / I-5 Intersection

RELATES TO STRATEGIC PLAN THEME: ● Effective Government
● Safe City

Action Requested:

Staff requests Council discuss and provide direction regarding an Oregon Department of Transportation (ODOT) project to install lighting at the intersection of Knox Butte Road and Interstate 5.

Discussion:

Background

ODOT is currently installing light poles around the intersection of I-5 and Knox Butte Road in their right-of-way. This project is part of a regional set of projects to upgrade existing lighting and add new lighting to meet current ODOT standards. The work is already underway: ODOT has contracted for the work and purchased the poles and other equipment necessary for the project. After the project was underway, several members of the Airport Advisory Commission became concerned that some of the poles may represent a hazard to flight operations at the airport as they lie within the normal flight path at the north end of the runway. At the City's request, ODOT has asked their contractor to delay installing eight of the light poles until mid-March (see attached map).

Because the project occurs close to an airport, ODOT was required to submit information to the Federal Aviation Administration (FAA) for approval of the work. The FAA approved the construction of the light poles, and placed some restrictions on the project including reducing the height of several of the poles so that they would not intrude into the Runway Approach Surface and requiring marking of the poles with FAA-approved hazard warning lights. The FAA-approved height for the poles closest to the airport is 36 feet.

The Airport Commission feels that the poles at 36 feet are too high. In response to the Airport Commission's concerns, the City requested ODOT research other options. ODOT can reduce the height of the poles in the current design from 36 feet to 32 feet and still meet their lighting standards. Ordering eight shorter poles would create a new cost to the project of approximately \$40,000. ODOT could also further reduce the height of the poles to 25 feet and still meet their lighting standards, but would need to adjust the design to add more poles. The cost to install ten 25-foot poles would be approximately \$80,000. Poles shorter than 25 feet would not meet their lighting standards.

Airport Advisory Commission Recommendation

The Airport Advisory Commission is concerned about the placement of additional vertical structures along the flight path. Although the poles meet the regulatory requirements according to FAA, some of them are directly in line with the runway and create a new hazard for pilots on takeoff or landing who may not be able to clear the poles due to mechanical problems. For this reason, the recommendation of the Airport Advisory Commission is to request ODOT not install the eight easternmost poles. The Commission feels that if a pilot has problems during takeoff at that end of the runway and needs to set the aircraft down, he or she would have only a few seconds to make a decision and would most likely turn west, away from the neighborhood north of Knox Butte Road. Currently, with no light poles in that area, it is possible to have a successful forced landing. The addition of the light poles would make it virtually impossible to find a clear zone to set down a disabled aircraft.

Runway Extension

Another item that should be mentioned is the impact of a runway extension. Extension of the runway is a long-standing goal at the airport. If the runway is extended to the north by 210 feet as discussed in the Airport Master Plan, the poles will intrude into the Runway Approach Surface (RAS) by about 10 feet and would have to be dealt with at that time. The Commission is concerned that removing the poles once they are installed will be a difficult proposition and may impact the decision to implement a runway extension in the future.

It should be noted that the light poles would not be the only consideration in planning to extend the runway. In order to accomplish the extension, several other tasks would be necessary, including:

- An updated Airport Master Plan would need to be developed that showed the runway extension.
- The existing taxiways along each side of the runway would need to be moved away from the runway in order to meet the current runway/taxiway separation requirements of the FAA.
- The Airport entrance road would need to be moved from the north to the south end of the airport.
- Navigational lights would need to be updated.
- Additional RAS aviation easements would need to be acquired from the property north of the airport that reflect the reduced allowable construction and object heights on those properties. Current allowable object heights along the RAS would be reduced by 10.5 feet.

Transportation System Master Plan/Airport Master Plan Conflicting Goals

The Transportation System Plan and the Airport Master Plan have defined goals based on the needs of the facilities. The issue with the height of the light poles and future traffic signals in the area has highlighted the need for Council to consider and integrate the potentially conflicting goals between the Master Plans.

The Airport Master Plan has a goal to preserve the opportunity for a future runway extension. The Transportation System Master Plan is focused on mobility and traffic safety. The planned transportation improvements for Knox Butte Road include a project to install a temporary traffic signal at the Knox Butte/Century Drive intersection. The traffic signal poles would need to be at the same height and similar locations to the currently proposed street lights of 36 feet. In addition, the long-term improvements for the I-5/Knox Butte Interchange that are currently the subject of an ODOT Environmental Assessment project will likely include a traffic signal at the

ramp terminals on the east side of the interchange. That signal will be located very near the Knox Butte/Century Drive intersection and could conflict with the runway approach surface that would result from a future runway extension. It is possible that the preferred interchange design that results from the Environmental Assessment will be able to keep the ramp terminals far enough away from the runway to avoid that problem.

Traffic Safety

There are currently no street lights on the east side of the interchange along Knox Butte Drive. The lack of illumination was brought forward as a concern during a neighborhood meeting for the area held during the TSP update process. Residents requested installation of both a traffic signal and street lights. Analysis showed that the Knox Butte/Century Drive intersection met volume warrants for installation of a traffic signal and had a pattern of traffic crashes. ODOT declined a Council request to consider installation of a traffic signal when the intersection was used as a detour route during work on the I-5/US 20 interchange, and later declined a Council request to install street lighting at the same intersection. The current ODOT project to install the street lights is part of a larger project updating street lighting on several ODOT facilities.

Options

Staff has identified the following options:

- A. Request that ODOT proceed with the 36-foot street light installation with the understanding that ODOT and the City would need to discuss removal of the light poles as part of a future runway extension.*

ODOT would proceed with street light installation. The light poles, while below the current runway approach surface, would become an additional obstacle for pilots to deal with. If a runway extension proved feasible and desirable in the future, ODOT acknowledges that the lights may need to be removed, likely at the City's cost.

- B. Request that ODOT delete four or eight street lights from their project.*

ODOT would drop four or eight of the easternmost lights from their project. The Airport Advisory Commission recommends the eight easternmost lights be removed from the project. Council would need to provide additional direction concerning resolution of future conflicts between a runway extension and traffic system improvements (temporary signal at Knox Butte/Century Drive and I-5/Knox Butte interchange improvements) and acquisition of additional runway approach surface easements over property north of Knox Butte Road.

- C. Request that ODOT install shorter light poles, either eight 32-foot poles or ten 25-foot poles.*

ODOT would have to order the new light poles from the manufacturer. The cost to make this change would likely be borne by the City. Although the shorter poles offer additional cushion between the height of the poles and the bottom of the current runway approach surface, they would still represent an obstacle to aircraft in distress on takeoff or landing. At either of these shorter heights, the poles would penetrate the RAS of the extended runway.

Budget Impact:

A decision to support street light installation under the original ODOT design would not have an impact on the FY 2011 budget. However, removal of these poles would create an additional cost to a future runway extension project.

A decision to oppose street light installation would have no budget impact in FY 2011, but could have future budget impacts as it may eliminate one obstacle to a runway extension.

A decision to request ODOT install 32-foot poles would cost approximately \$40,000. A decision to request ODOT install 25-foot poles would cost approximately \$80,000. These funds are not budgeted in the Airport budget. Also, at either height, these poles would need to be removed as part of a future runway extension project.

CB:RI:kw

Attachment

c: Vivian Payne, ODOT Cascades West Area Manager
Heath Kasper, Chair, Airport Advisory Commission

Albany Municipal Airport

