

NOTICE OF PUBLIC MEETING
CITY OF ALBANY
CITY COUNCIL WORK SESSION
Municipal Court Room
333 Broadalbin Street SW
Monday, July 20, 2015
4:00 p.m.

AGENDA

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."*

- 4:00 p.m. CALL TO ORDER
- 4:00 p.m. ROLL CALL
- 4:05 p.m. BUSINESS FROM THE PUBLIC
- 4:10 p.m. PUBLIC SAFETY FACILITIES PROJECT UPDATE
- 4:15 p.m. Benton County Road Transfers – Chris Bailey. [Pages 2-15]
Action Requested: Information, discussion, direction.
- 4:45 p.m. Fire Line Backflow Device Discussion – Karen Kelley. [Pages 16-17]
Action Requested: Information, discussion.
- 5:05 p.m. Hearings Officer Designation – Jim Delapoer. [Materials available at work session]
Action Requested: Adoption of resolution. RES. NO. _____
- 5:10 p.m. PacifiCorp Franchise Agreement Change in Ordinance Format – Jim Delapoer. [verbal]
Action Requested: Information, discussion.
- 5:20 p.m. COUNCILOR COMMENTS
- 5:30 p.m. CITY MANAGER REPORT
- 5:50 p.m. ADJOURNMENT

Rules of Conduct for Public Meetings

1. No person shall be disorderly, abusive, or disruptive of the orderly conduct of the meeting.
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 meeting.



TO: Albany City Council

VIA: Wes Hare, City Manager

FROM: Chris Bailey, Interim Public Works Operations Director
Jeff Blaine, P.E., Interim Public Works Engineering and Community Development Director *JB*

DATE: July 14, 2015, for the July 20, 2015, Council Work Session

SUBJECT: Benton County Road Transfer Intergovernmental Agreement

RELATES TO STRATEGIC PLAN THEME:

- A Safe City
- An Effective Government

Action Requested:

Staff recommends that Council conceptually approve the attached draft Intergovernmental Agreement (IGA) with Benton County for road transfers in the City of Albany. If conceptually approved, a final draft will be brought forward to the August 18, 2015, joint meeting between the City of Albany and Benton County for discussion and consideration by both agencies.

Discussion:

The City of Albany and Benton County have a long history of working well together. The recent collaboration to secure property for expansion of North Albany Park and improvement of a portion of Crocker Lane is a great example. Other examples include Benton County's willingness to provide a temporary bridge for Albany residents when a culvert failed on Belmont Avenue in 2012, coordinated outreach and support for the North Albany floodplain study, and water delivery to North Albany County Service District (NACSD) customers. Under a 2005 IGA, similar partnership approaches have been used to manage, improve, and transfer Benton County roads that are located in the City of Albany.

Benton County recently approached Albany staff to discuss alternatives for near-term improvement and transfer of jurisdiction for several roads in North Albany (Attachment 1 shows all of the roads within Albany's city limits that are under Benton County jurisdiction). Benton County wanted to invest in their infrastructure located within Albany's boundaries in order to facilitate a transfer of jurisdiction of those roads to the City of Albany as envisioned in the 2005 IGA. A transfer of jurisdiction is beneficial for Benton County as they would no longer be responsible for long-term operations and maintenance. A transfer of jurisdiction is beneficial for Albany because Albany then has control over roads that are within the Albany city limits, we avoid confusion for residents that want issues addressed on a road located in the City of Albany but under Benton County jurisdiction, and we can more efficiently review and approve development proposals or other capital projects that impact those roads.

The two Public Works' staffs have identified a subset of the roads shown in Attachment 1 that are thought to be appropriate for near-term transfer. These roads experience varying levels of traffic and are in different states of condition. Keeping with the spirit of the 2005 IGA, staffs developed a proposed list of improvements on these roads that were believed to best serve the residents and represent a fair level of investment prior to taking over jurisdiction of the roads. As a result, some roads are not proposed to have any improvements, while others have significant improvements. In this way, we are targeting funds where they are needed most and not taking jurisdiction of a road that requires near-term maintenance.

Albany City Council

Page 2

July 14, 2015, for the July 20, 2015, Council Work Session

Attachment 2 provides a draft IGA that outlines the proposed improvements and identifies timelines for near-term transfers. The draft IGA also retains language from the 2005 IGA addressing how future transfers could occur. Staff is seeking Council direction regarding the draft IGA. If Council is supportive of the concepts included in the draft IGA it will be brought back to the joint City Council/County Commissioners meeting on August 18, 2015, for further discussion and action. Benton County staff would like to initiate some of the identified improvements prior to that meeting, and is willing to do so at their own risk if Council indicates that they are generally in favor of the concepts contained in the draft IGA.

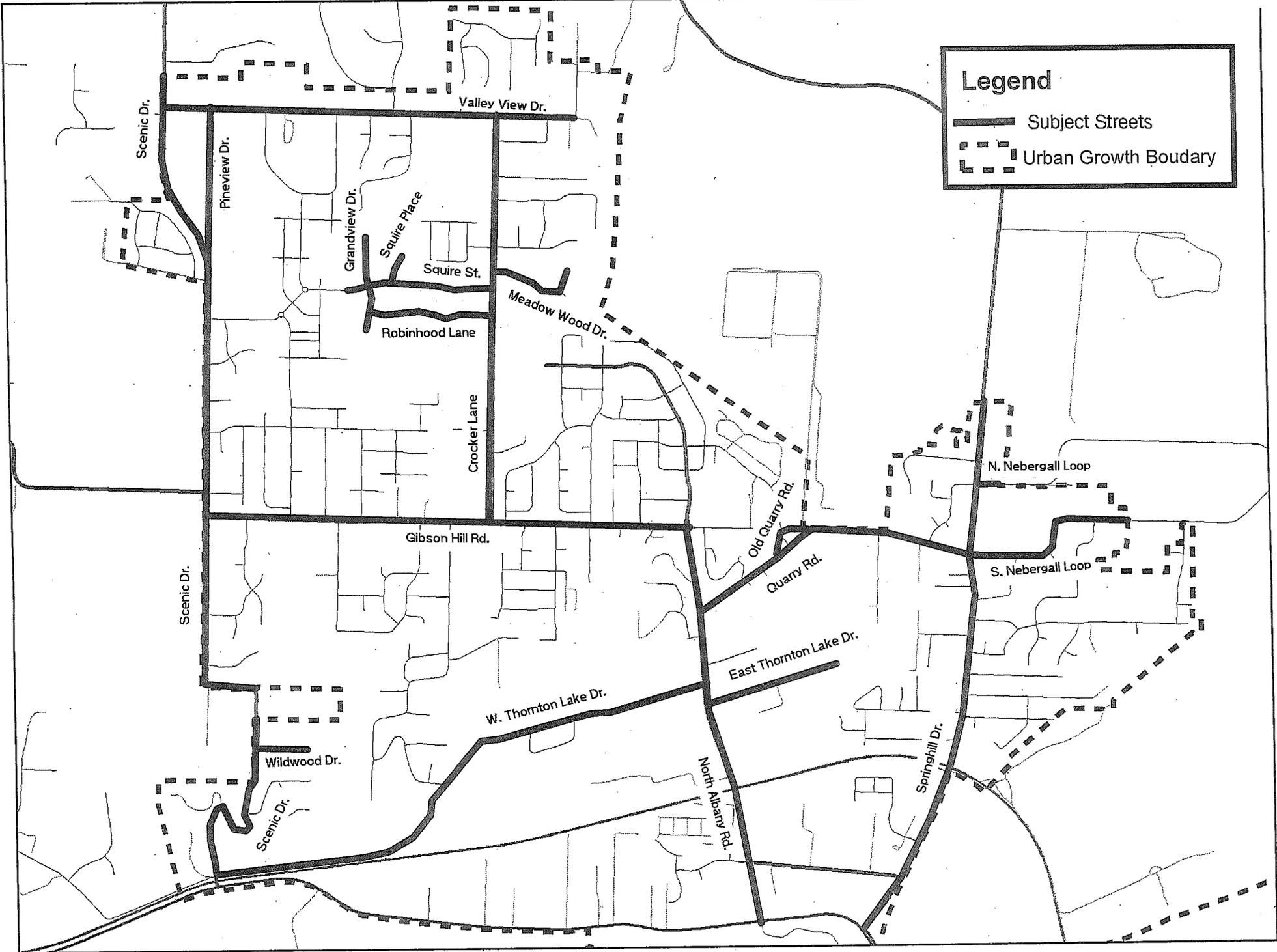
Budget Impact:

There is no budget impact at this time.

JJB:kw

c: Jon Goldman, Transportation Superintendent
Staci Belcastro, P.E., Acting City Engineer
Ronald G. Irish, Transportation Systems Analyst

Attachment 1 - Subject Streets



Legend

- Subject Streets
- - - Urban Growth Boudary

Benton County and City of Albany
**Intergovernmental Agreement
for
Jurisdictional Road Transfer**

This Intergovernmental Agreement made and entered into in duplicate original as of the _____ day of _____ 2015, by and between The City of Albany, a municipal corporation of the State of Oregon, hereinafter referred to as CITY and Benton County, a political subdivision of the State of Oregon, hereinafter referred to as COUNTY, and jointly referred to as PARTIES, or individually as a PARTY, identifies terms for jurisdictional road transfers.

RECITALS

WHEREAS, Oregon Statutes grant general authority for Intergovernmental Agreements by units of local government pursuant to the provisions of ORS 190.010 to 190.110; 368.016(2); 373.260; and 294.950(2); and

WHEREAS, certain roadways presently exist within the CITY's Urban Growth Boundary and City Limits for which the COUNTY presently retains jurisdiction, control, and maintenance responsibility; and

WHEREAS, the CITY and the COUNTY entered into an Intergovernmental Agreement dated **May 11, 2005**, that outlined an orderly process, method and timeliness for the transfer of jurisdiction and maintenance responsibility of COUNTY roads within the CITY's Urban Growth Boundary (UGB) to the CITY; and

WHEREAS, the COUNTY and CITY agree that the parties operated well under the May 11, 2005, intergovernmental agreement (IGA); and

WHEREAS, specific streets have been transferred from COUNTY to CITY jurisdiction and maintenance responsibility under the terms of the May 11, 2005, IGA; and

WHEREAS, additional negotiations between the COUNTY and CITY have made replacing the May 11, 2005 IGA timely; and

WHEREAS, this agreement replaces and supersedes the Intergovernmental Agreement between the CITY and the COUNTY dated **May 11, 2005**; and

WHEREAS, the CITY and the COUNTY desire to agree upon the responsibilities of the operation, maintenance and safety of certain streets, hereinafter "subject streets," in a timely manner; and

WHEREAS, the CITY and the COUNTY acknowledge and agree that a systematic process for transfer of subject streets is desirable; and

WHEREAS, it is in the best interest of the CITY, COUNTY and public that permitting, inspection, and regulation of subject streets responsibilities be transferred to the CITY as soon as possible; and

WHEREAS, a subset of the "subject streets" are identified for near term transfer; and

WHEREAS, the identified improvements and timelines associated with said subset are considered as an overall transfer improvement package and are not separable without agreement between both PARTIES; and

WHEREAS, COUNTY will transfer title of that COUNTY-owned property described in M-57929-84, Benton County Deed Records, located at the southwest corner of North Albany Road and NW Gibson Hill Road to the CITY as part of the transfer of jurisdiction of the above said roads; and

WHEREAS, improvements will be constructed within the timelines identified herein and jurisdictional transfers will be completed in phases.

NOW THEREFORE, in consideration of the recitals above and mutual covenants, terms, provisions, and performances as set forth below, the PARTIES agree as follows:

1. ROADWAYS SUBJECT TO THIS INTERGOVERNMENTAL AGREEMENT

A. Set forth below are the COUNTY roads within the CITY's Urban Growth Boundary (UGB) which are expressly subject to the terms of this Agreement. This list may be supplemented or modified from time to time by mutual agreement of the PARTIES. Roads identified with an asterisk (*) are the subset of streets subject to a near term transfer plan as described herein. Crocker Lane, Valley View Drive, and West Thornton Lake Drive have portions of the existing roads that are subject to near-term transfer and portions that do not yet have an assigned transfer schedule. The limits of the near-term transfer are identified in the following sections:

SUBJECT STREETS

Crocker Lane *	Robinhood Lane *
East Thornton Lake Drive *	Scenic Drive (Portions within City Limits)
Gibson Hill Road *	South Nebergall Loop (Spring Hill Drive to City Limits)
Grandview Drive *	Spring Hill Drive (HWY 20 to City Limits)
Meadow Wood Drive *	Squire Place *
North Albany Road HWY 20 to Roundabout)*	Squire Street *
North Nebergall Loop (Spring Hill Drive to City Limits)	Valley View Drive*
Old Quarry Road	West Thornton Lake Drive*
Pineview Drive	Wildwood Drive *
Quarry Road	

This agreement acknowledges that all other streets in North Albany are either under City jurisdiction, State jurisdiction, or are private. This agreement does not obligate the City to any specific level of maintenance on any roads now identified as under City jurisdiction.

2. NEAR-TERM IMPROVEMENTS AND TRANSFER

- A. The COUNTY shall transfer to the CITY and the CITY shall accept jurisdiction of the streets identified in Sections 2-F through 2-J below based on the improvements and timelines outlined herein.
- B. The PARTIES shall hold a pre-construction meeting prior to constructing any of the identified improvements to ensure that the scope and extents of the work is clearly defined before commencing construction. For major improvements requiring engineering design and development of construction drawings, the COUNTY will provide ample opportunities for the CITY to review and comment on the proposed improvements. Improvements shall be constructed consistent with the most recent version of the City of Albany Engineering Standards and Standard Construction Specifications.
- C. COUNTY and the CITY agree that jurisdictional transfer will occur only upon completion of the improvements identified in Sections 2-F through 2-J below. Completion shall be achieved upon written notice by COUNTY to CITY that such improvements have been accomplished, and CITY by written notice to COUNTY that said improvements have been satisfactorily completed. The COUNTY and the CITY acknowledge that if unforeseen circumstances arise, the timeline set forth may be adjusted and revised upon mutual written consent.
- D. Both PARTIES agree that until such time as the jurisdictional transfers of each identified street occurs, the PARTIES will retain their current operation and maintenance responsibilities, including those identified in the Letters of Understanding provided as Exhibits A and B.
- E. The PARTIES agree that upon completion by COUNTY and acceptance by CITY, COUNTY shall initiate the road(s) transfer and the CITY agrees it shall accept such transfer. The PARTIES agree that such transfers may occur singly, or as a combination of some or all of the identified streets. Public Works staff for both PARTIES shall work together to put forward such transfers.

F. Roads to be transferred by December 2015, with no additional improvement required:

- **NW Wildwood Drive** (County Road Number 14301);
- **NW North Albany Road** (County Road Number 14400);
- **NW West Thornton Lake Drive** (County Road Number 04420) easterly 470 feet.

G. Roads to be transferred by December 2015 upon completion of the following improvements by COUNTY:

- **NW Squire Street** (County Road Number 04433): repaint striping in 2015;
- **NW Squire Place** (County Road Number 04437): spot repairs, crack seal and chip/slurry seal - work to be completed by October 2015;
- **NW Valley View Drive** (County Road Number 04441) from NW Crocker Lane to NW Ridgeview Lane: spot repairs and additional 2-inch overlay approximately 170 feet on the east end – work to be completed by October 2015;
- **NW Grandview Drive** (County Road Number 04436): spot repairs, crack seal and chip/slurry seal – work to be completed October 2015; and
- **NW East Thornton Lake Drive** (County Road Number 14402): spot repairs, 2-inch overlay – work to be completed by October 2015.

H. Roads to be transferred by December 2016 upon completion of the following improvements to be performed by COUNTY:

- **NW Robinhood Lane** (County Road Number 04435): widen road to approximately 26 feet and apply a 2-inch overlay;
- **NW Meadow Wood Drive** (County Road Number 04434): 75 feet of a 2-inch overlay starting at the intersection of Crocker and double chip seal. CITY shall complete water line replacement within project area prior to COUNTY completing said improvements.

I. Roads to be transferred by December 2021 upon completion of the following improvements to be performed by COUNTY:

- **NW Gibson Hill Road** (County Road Number 04910): drainage improvements including shallowing ditches and replacing deteriorated or undersized stormwater piping, incorporation of post-construction stormwater quality facilities as required by City standards, pedestrian facilities including sidewalks and crossings (see Exhibit C), structural repairs and treatments resulting in a structural section that will withstand a 20-year design traffic-loading period with 90 percent reliability and acceptable ride quality, and new thermoplastic pavement markings. CITY and COUNTY shall collaborate and agree on the scope of improvements proposed to meet the specified criteria prior to initiating construction. Improvements shall be completed as not to interfere with future intersection treatments anticipated at the intersection with Gibson Hill Road and Crocker Lane. These improvements will be phased over several years.

J. Roads to be transferred following completion of urban upgrades by the CITY and \$200,000 payment from COUNTY to CITY for said upgrades:

- **NW Crocker Lane** (County Road Number 04403): northerly 2,090 feet between Valley View Drive and Meadow Wood Drive. The COUNTY shall make the \$200,000 payment to the CITY no later than December 31, 2017.

3. LONG-TERM IMPROVEMENTS AND TRANSFERS

A. Subject Streets, and remaining sections of Subject Streets, not identified for improvement and transfer in Section 2 shall remain in COUNTY jurisdiction until such time that the street has been brought up to urban standards consistent with the CITY's Development Code, Engineering Standards, and Standard

Construction Specifications, or as otherwise agreed by both PARTIES; AND the CITY has agreed to accept jurisdiction. If CITY is accepting from COUNTY a roadway that has been improved to qualifying standards, the CITY shall accept the roadway without any additional maintenance compensation.

- B. Where CITY accepts jurisdiction and maintenance responsibility of a roadway in its existing condition without improvement to urban standards prior to transfer, COUNTY shall pay to CITY, in lieu of construction, the twenty- (20) year present worth value of anticipated maintenance costs. Calculations shall be made consistent with the principles described within the latest edition of *Principles of Engineering Economy*, by Grant and Iverson, or other method mutually agreed upon by the PARTIES.
- i. In determining the twenty- (20) year present worth calculation, the PARTIES shall use the current *R.S. Means* as the basis for estimating construction costs, current value, and salvage value (if any), unless they mutually agree to use other estimating techniques.
 - ii. The items to be considered in order to maintain the roadway for its intended twenty- (20) year future life shall be:
 - Slurry Seal at seven (7) years and at fourteen (14) years; and
 - A two-inch grind/overlay at twenty (20) years; and
 - The value of sweeping the roadway once a month; and
 - The value of re-stripping the roadway once per year.All other items which are not specifically identified shall be excluded.
 - iii. The sum of twenty- (20) year maintenance shall include an interest factor that shall be calculated by utilizing the preceding three- (3) year rolling averages of the LGPI published interest rate for municipal investments.
 - iv. PARTIES agree that some roadways will require an alternate method for determining the basis for computing the cash equivalent in lieu of roadway improvement. Various road classifications and partially improved roadways will likely require unique methods and negotiations to determine the cash equivalent. Any alternate methods shall be mutually agreed upon in writing by the PARTIES.
 - v. Nothing herein obligates COUNTY to transfer a road at CITY request.
- C. PARTIES agree that individual IGAs will be executed for each individual or group transfer of roads. These IGAs shall outline the specific details of each transfer agreement.

4. NOTIFICATIONS REGARDING POTENTIAL ROADWAY IMPROVEMENTS

- A. CITY agrees to notify COUNTY of proposed Site Improvement projects, Site Plan Reviews, or potential Local Improvement Districts that might result in the improvement of COUNTY roads within the CITY's urban growth boundary.
- B. COUNTY agrees to notify CITY of proposed construction or reconstruction of any COUNTY roads within CITY's urban growth boundary to ensure proper coordination of various improvements.

5. MAINTENANCE AGREEMENTS AND RESOURCE SHARING

- A. PARTIES agree that individual maintenance and jurisdictional agreements may be made as is beneficial and approved by both PARTIES. This may allow jurisdictional changes or maintenance agreements to occur in conjunction with or independent of IGA transfer agreements.
- B. In order to minimize the cost of various roadway maintenance activities to the citizens of the CITY and COUNTY, the PARTIES agree to contract with one another (subject to availability and to the extent that it is economically feasible) for the performance of services in connection with this Agreement in those circumstances where one PARTY has the expertise or resources to perform the service in the most cost-effective manner.

6. LAW ENFORCEMENT

A. Nothing in this agreement shall affect the jurisdiction or responsibilities of the law enforcement agencies of the CITY or COUNTY.

7. DISPUTE RESOLUTION

A. The PARTIES agree to resolve all disputes that may arise pursuant to the terms of this Agreement by binding Arbitration. In the event the PARTIES cannot agree upon a single mutually acceptable Arbiter, they shall apply to the presiding Judge of Benton County for the appointment of such Arbiter. The costs of Arbitration shall be borne equally by both PARTIES and the Arbiter's decision shall be binding and final. Except for the streets identified for near-term improvement and/or transfer in Section 2, this Arbitration Clause shall not obligate either PARTY to transfer or accept a roadway in the event of a disagreement. Arbitration shall only be utilized to resolve disputes that arise subsequent to a transfer decision having been made and accepted.

8. TERM

- A. This Agreement shall be perpetual so long as there are COUNTY roads within the CITY urban growth boundary. With the exception of the provisions outlined in Section 2, either PARTY may terminate this agreement upon two (2) years written notice to the other. Notwithstanding the right to terminate, the PARTIES agree that all near-term improvements and transfers as described above in Section 2 shall be completed by the PARTIES.
- B. If COUNTY terminates this agreement prior to the CITY utilizing the full cash equivalent of in-kind services due from COUNTY, COUNTY shall make a cash payment to CITY for the cash equivalent of in-kind services.

FOR COUNTY OF BENTON:

FOR CITY OF ALBANY:

Jay Dixon, Commissioner Chair

Sharon Konopa, Mayor

Annabelle Jaramilla, Commissioner Vice Chair

Wes Hare, City Manager

Anne Schuster, Commissioner

Approved as to Content:

Approved as to Content:

Jeff Blaine, P.E., Interim Public Works Engineering and Community Development Director

Joshua Wheeler, Public Works Director

Chris Bailey, Interim Public Works Operations Director

Approved as to Form:

Approved as to Form:

Vance M. Croney, County Counsel

James Delapoer, City Attorney

EXHIBIT A

BENTON COUNTY & CITY OF ALBANY LETTER OF UNDERSTANDING

RECITALS

WHEREAS the CITY and the COUNTY desire to agree upon the responsibilities of the operation, maintenance and safety of NW North Albany Road, County Road Number 14400, and NW Gibson Hill Road, County Road Number 04910 in a timely manner,

WHEREAS the CITY and the COUNTY have entered into an intergovernmental agreement dated May 11, 2005 that outlines an orderly process, which may be utilized to determine the method and timeliness of the transfer of jurisdiction and maintenance responsibility for County Roads within the City's Urban Growth Boundary to the CITY,

WHEREAS it is in the public interest to have only one governmental agency responsible for the operation and safety of any given street and the CITY is the logical and appropriate provider for these services,

WHEREAS urbanized development along North Albany Road and Gibson Hill Road continues as a rapid pace,

WHEREAS it is in the CITY'S, COUNTY'S and public's best interest that permitting, inspection, and regulation of North Albany Road and Gibson Hill Road responsibilities be transferred to the CITY as soon as possible,

WHEREAS a full jurisdictional transfer action will take an extended length of time to evaluate, negotiate and obtain approval for both the City Council and County Board of Commissioners,

THEREFORE, THE CITY AND THE COUNTY AGREE AS FOLLOWS:

Administrative Items

- It is the intent of the parties that the COUNTY delegates to the CITY responsibility for all of the operation and safety over NW North Albany Road, County Road Number 14400, and NW Gibson Hill Road, County Road Number 04910.
- CITY agrees to accept all administration, operation and safety responsibilities of NW North Albany Road, County Road Number 14400, and NW Gibson Hill Road, County Road Number 04910 until the transfers of jurisdiction of the above roads have been completed.
- The CITY will issue all permits, perform all inspections for construction within the right of way of North Albany Road and Gibson Hill Road. COUNTY maintenance of these roads will not require a permit.
- The CITY will handle traffic speed and safety issues, provide for traffic control enforcement and establish traffic regulation for North Albany Road and Gibson Hill Road.
- The CITY will maintain traffic control signs, street improvements and pavement markings for all sections of roadway improved to urban standards.
- The COUNTY will maintain traffic control signs, pavement markings, shoulder, roadside vegetation, and drainage ditches for all sections of roadway that are not improved to urban standards.

- To the extent it is permitted by law, COUNTY agrees to delegate to the CITY full authority to award construction contracts for maintenance and construction or reconstruction of facilities, to collect fees for services per the City of Albany ordinances or fee structure.
- COUNTY will offer that County owned property described in M-57929-84, Benton County Deed Records, located at the southwest corner of North Albany Road and NW Gibson Hill Road to the CITY as part of the transfer of jurisdiction of the above said roads.
- COUNTY will evaluate raising the existing bridge on NW North Albany Road that spans Thornton Lake to an elevation that is 1 foot above the 100-year flood elevation.
- COUNTY will dedicate to the CITY the necessary right of way for the construction of a roundabout at the intersection of North Albany Road and Gibson Hill Road at no cost to the CITY.
- CITY and COUNTY agree to work together to arrive at a solution acceptable to both parties in order that the transfer of jurisdiction of NW North Albany Road, County Road Number 14400, and NW Gibson Hill Road, County Road Number 04910, can be considered by the Albany City Council and the Benton County Board of Commissioners for approval.
- CITY and COUNTY agree that this Letter of Understanding does not bind the Benton County Board of Commissioners or the City of Albany Council to enter into any agreement or take action.

Enforcement

- Nothing in this agreement shall affect the jurisdiction or responsibilities of the law enforcement agencies of the CITY or COUNTY.

Termination

- This agreement shall not be terminable, except by mutual agreement of the CITY and COUNTY, or upon the transfer of jurisdiction of the above-mentioned roads.

CITY OF ALBANY

By *Francine J. Jaramillo* 5-1-05
Public Works Director Date

CITY OF ALBANY

By *J. M. Y.* 6-2-05
City Attorney Date

BENTON COUNTY

By *M. Mc. Pin* 5-25-05
Director of Public Works Date
Contracting Officer

APPROVED

By *David M. Crony* 5-18-05
County Counsel Date

BENTON COUNTY BOARD OF COMMISSIONERS

By *Annabelle Jaramillo*
Annabelle Jaramillo, Chair Date

BENTON COUNTY & CITY OF ALBANY
LETTER OF UNDERSTANDING

RECITALS

WHEREAS the CITY and the COUNTY desire to agree upon the responsibilities of the operation, maintenance and safety of these streets in a timely manner herinafter "subject streets":

NW Crocker Lane, (County Road Number 04403)
NW Squire Street, (County Road Number 04433)
NW Squire Place, (County Road Number 04437)
NW Robinhood Lane, (County Road Number 04435)
NW Grandview Drive (County Road Number 04436)

WHEREAS the CITY and the COUNTY have entered into an intergovernmental agreement dated May 11, 2005 that outlines an orderly process, which may be utilized to determine the method and timeliness of the transfer of jurisdiction and maintenance responsibility for County Roads within the City's Urban Growth Boundary to the CITY,

WHEREAS it is in the public interest to have only one governmental agency responsible for the operation and safety of any given street and the CITY is the logical and appropriate provider for these services,

WHEREAS urbanized development along subject streets continues at a rapid pace.

WHEREAS it is in the CITY'S, COUNTY'S and public's best interest that permitting, inspection, and regulation of subject streets responsibilities be transferred to the CITY as soon as possible,

WHEREAS a full jurisdictional transfer action will take an extended length of time to evaluate, negotiate and obtain approval for both the City Council and County Board of Commissioners,

THEREFORE, THE CITY AND THE COUNTY AGREE AS FOLLOWS:

Administrative Items

- It is the intent of the parties that the COUNTY delegates to the CITY responsibility for all of the operation and safety over subject streets.
- CITY agrees to accept all administration, operation and safety responsibilities of subject streets until the transfers of jurisdiction of the above subject streets have been completed.
- The CITY will issue all permits; perform all inspections for construction within the right of way of subject streets. COUNTY maintenance of these subject streets will not require a permit.
- The CITY will handle traffic speed and safety issues, provide for traffic control enforcement and establish traffic regulation for subject streets.

- The CITY will maintain traffic control signs, street improvements and pavement markings for all sections of roadway improved to urban standards.
- THE CITY will operate and maintain traffic control signals that may be installed on subject streets.
- The COUNTY will maintain traffic control signs, pavement markings, shoulder, roadside vegetation, and drainage ditches for all sections of subject streets that are not improved to urban standards.
- To the extent it is permitted by law, COUNTY agrees to delegate to the CITY full authority to award construction contracts for maintenance and construction or reconstruction of facilities, to collect fees for services per the City of Albany ordinances or fee structure.
- CITY and COUNTY agree to work together to arrive at a solution acceptable to both parties in order that the transfer of jurisdiction of subject streets, can be considered by the Albany City Council and the Benton County Board of Commissioners for approval.
- CITY and COUNTY agree that this Letter of Understanding does not bind the Benton County Board of Commissioners or the City of Albany Council to enter into any agreement or take action.

Enforcement

- Nothing in this agreement shall affect the jurisdiction or responsibilities of the law enforcement agencies of the CITY or COUNTY.

Termination

- This agreement shall not be terminable, except by mutual agreement of the CITY and COUNTY, or upon the transfer of jurisdiction of the above-mentioned roads.

CITY OF ALBANY

By *Arnie Auger*
Public Works Director Date 06-12-06

CITY OF ALBANY

By *[Signature]* 6-20-07
City Attorney Date

BENTON COUNTY

By *[Signature]* 3 Jul 07
Director of Public Works Date
Contracting Officer

APPROVED

By *[Signature]* 6-29-07
County Counsel Date

BENTON COUNTY BOARD OF COMMISSIONERS

By *[Signature]* 10/16/07
Annabelle Jaramillo, Chair Date

A2007-123

NORTH ALBANY



Legend

- Albany Roads
- City Limits

Roads To be Entered into
Letter of Understanding

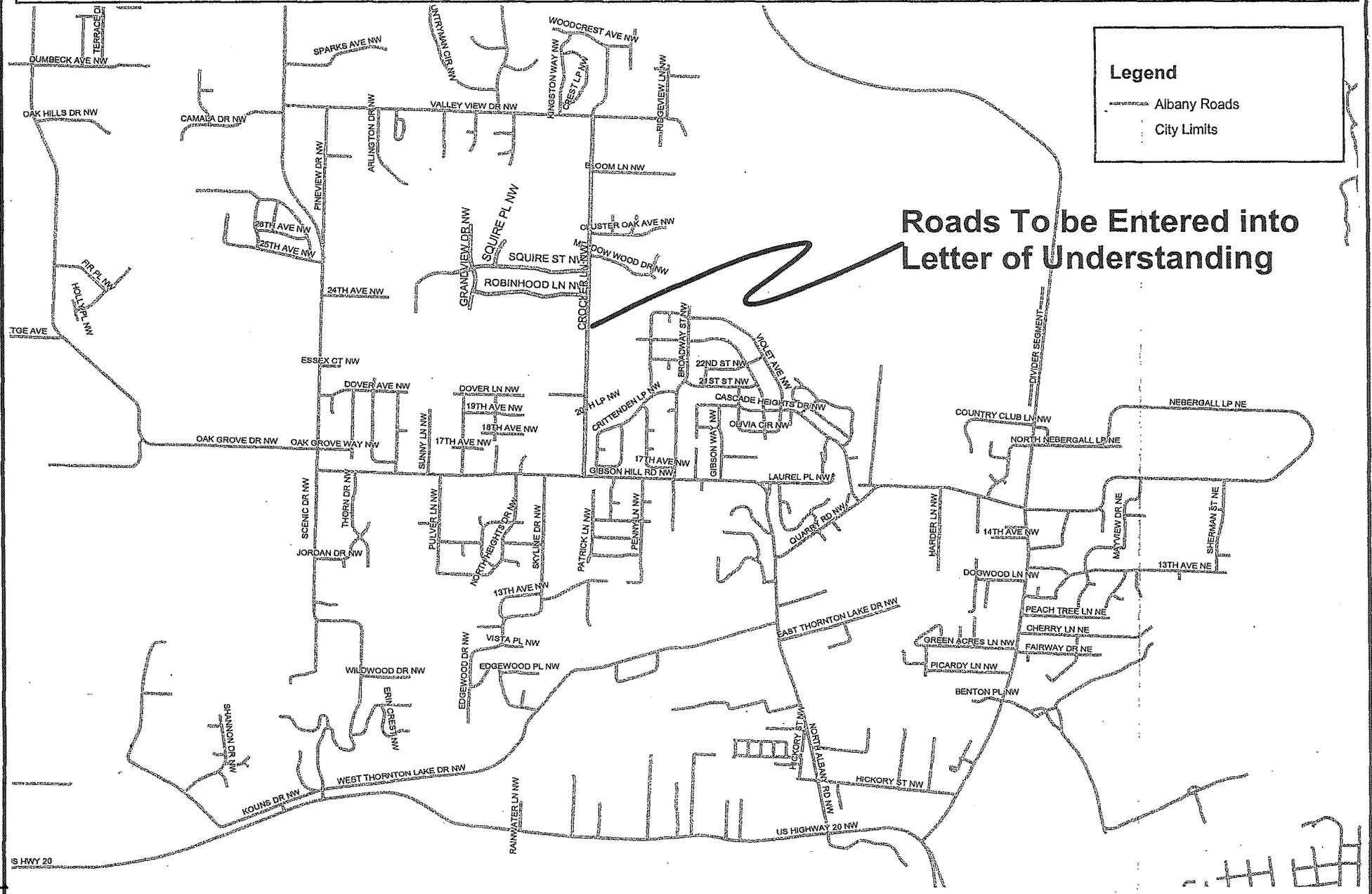
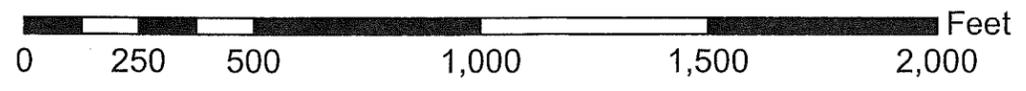




EXHIBIT C



BENTON COUNTY PEDESTRIAN AMENITIES CONTRIBUTION



TO: Albany City Council

VIA: Wes Hare, City Manager
Chris Bailey, Interim Public Works Operations Director *cb*

FROM: Karen Kelley, Water Utility Superintendent

DATE: July 13, 2015, for the July 20, 2015, City Council Work Session

SUBJECT: Private Fire Protection Service Line Compliance

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

Action Requested:

Staff is seeking direction on preferred methods for gaining compliance with local and state regulations for backflow prevention on private fire service lines.

Discussion:

Background

At the April 6, 2015, City Council Work Session, Public Works staff provided the results of a recent audit of the City's private fire protection service lines. The report included identification of several properties with inadequate backflow protection and/or lack of flow detection meters. While the issue was introduced, detailed discussion on how to address the deficiencies was deferred. The purpose of today's discussion is to review those results in more detail and identify a preferred path forward toward compliance.

Detection Meters

Albany Municipal Code 11.01.150 authorizes the City to install a proportional or detection meter on private fire service lines in order to detect any unauthorized use of the fire line for non-fire system purposes. Unauthorized use can range from intentional water theft to accidental use by tapping the wrong line on properties with complex pipe networks. Regardless of the reason, identifying unauthorized use is an important part of responsibly managing our water system. The recent audit found that 24 private fire lines do not have detection meters and therefore unauthorized water use would go undetected.

Albany Municipal Code 11.01.150.8 specifies that these detection meters are the property of the City. Given that the detection meters: 1) are ultimately needed for the City's benefit, 2) are maintained by the City, and 3) are missing from some of these lines for reasons unknown, City staff plans to work with the private fire system owners to schedule installation of a detection meter at the City's cost, unless directed otherwise by Council. These costs will be covered as part of standard meter replacement/installation practices within the Operations budget.

Backflow Prevention Assemblies

Albany Municipal Code 11.01.225 and Oregon Administrative Rule 333-061-0070 require a double detector check valve assembly to be installed on fire system lines to prevent objectionable water intrusion during a backflow or backsiphonage event. This backflow prevention assembly is

required to protect drinking water quality within the public system. The recent audit identified 12 private fire protection systems that have either no, or inadequate, backflow protection. It is important we address these deficiencies to protect the water system and gain compliance with state and local regulations.

The Municipal Code clearly states responsibility for compliance belongs to the property owner. However, how the existing systems came about and what requirements were, or were not, in place at the time of construction is unknown. Unfortunately, installation of backflow assemblies can be very expensive (as much as \$20,000) and now, through presumably no fault of their own, the property owners face an unexpected and substantial investment. In recognition of this, staff recommends Council approve allocation of up to \$150,000 of Water Economic Development funds to help customers gain compliance with backflow requirements.

To complicate matters, in some instances, the installation of an appropriate backflow assembly may reduce water pressure and flow to the fire line. To ensure fire protection requirements are met, a hydraulic analysis of the fire protection system is needed and must be completed by a competent fire protection system contractor prior to installation of the backflow assembly. Many of the buildings in question are very old, records on the fire protection system are not available, and the analysis may result in repair/replacement of the sprinkler system components in order to meet fire flow requirements. Close coordination with the Albany Fire Department will be required to assure these issues are properly addressed.

As a first step toward compliance, staff plans to reach out to the property owners with a letter informing them of the situation. While this is essentially an enforcement procedure, it is likely the property owners are not aware of the requirement, the deficiency within their system, or how to go about resolving it. Staff will strive to establish positive working relationships with these property owners and help walk them through the process to achieve compliance. Our goal is to establish timelines that secure installation of an approved backflow prevention assembly within one year of the date of the letter. If Council approves, staff will contract for evaluation of the fire system and installation of the backflow prevention device using Water Economic Development funds. If the evaluation indicates the fire system will not meet current code requirements with the addition of the backflow prevention device and will therefore require repair or replacement of fire system components, staff will develop potential solutions and bring those back for Council approval.

Budget Impact:

Fire Line Detection Meters:

\$4,000

Water Distribution Operating Budget (615-50-2206)

Fire System Evaluation and Backflow Prevention Devices:

Up to \$150,000

Water Economic Development Budget (615-50-2309)

KEK:prj

c: Chris Bailey, Interim Public Works Operations Director

Jeff Blaine, P.E., Interim Public Works Engineering & Community Development Director

Mike Trabue, Fire Marshall

Mark Yeager, P.E., Utility Services Manager