



NOTICE OF PUBLIC MEETING
CITY OF ALBANY
CITY COUNCIL
 Council Chambers
 333 Broadalbin Street SW
 Wednesday, March 9, 2016
 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 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.

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. ROLL CALL
4. SPECIAL PRESENTATION
 - a. APD Employee of the Year Awards. [Verbal]
 Action: _____
5. SCHEDULED BUSINESS
 - a. Communication
 - 1) Report from the Albany Visitors Association on its trade show work. [Verbal]
 Action: _____
 - b. Business from the Public
 - c. Second Reading of Ordinance
 - 1) Amending AMC Chapter 6.10, Keeping of animals, to allow Albany residents to temporarily keep juvenile swine. [Pages 3-6]
 Action: _____ ORD. NO. _____
 - d. Adoption of Resolution
 - 1) Adopting a new fines and fees schedule for the Albany Public Library and repealing Resolution No. 5800. [Pages 7-9]
 Action: _____ RES. NO. _____
 - e. Adoption of Consent Calendar
 - 1) Resolution establishing a Money Purchase Plan and Trust to be known as City of Albany City Manager Plan in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. [Pages 10-22]
 RES. NO. _____
 Action: _____
 - 2) Resolution establishing a Money Purchase Plan and Trust to be known as City of Albany Executive Plan in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. [Pages 23-34]
 RES. NO. _____
 Action: _____
 - f. Award of Bid
 - 1) City property mowing contract. [Pages 35-37]
 Action: _____

g. Appointments

- 1) Appointing Larry Preston to the Building Board of Appeals. [Pages 38-41]

Action: _____

- 2) Appointing Karen Cardosa to the Community Development Commission as the housing representative.
[Page 38 and 42-44]

Action: _____

h. Reports

- 1) Notice of emergency measure to be authorized by City Manager for a temporary fire station. [Page 45]

Action: _____

- 2) East I-5 development – Jeff Blaine. [Verbal]

Action: _____

- 3) Code Enforcement Team semiannual report for Fiscal Year 2015-2016. [Pages 46-52]

Action: _____

6. BUSINESS FROM THE COUNCIL

7. NEXT MEETING DATE: Work Session: March 21, 2016
Regular Session: March 23, 2016

8. ADJOURNMENT

ORDINANCE NO. _____

AN ORDINANCE AMENDING AMC CHAPTER 6.10, KEEPING OF ANIMALS, TO ALLOW ALBANY RESIDENTS TO TEMPORARILY KEEP JUVENILE SWINE.

WHEREAS, AMC Title 6 currently contains regulations for a variety of domestic and farm animals; and

WHEREAS, swine are specifically prohibited from the types of animals allowed to be kept within the city limits; and

WHEREAS, the City Council believes that certain restrictions can be imposed to allow juvenile swine to be kept for short periods for educational purposes.

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

Section 1: AMC 6.10.010, Area requirements and number permitted.

The keeping of animals listed in this chapter for more than 72 hours shall be subject to the following restrictions:

- (1) For poultry, fowl (including domestic and game birds raised for meat, eggs, breeding or other purposes) and rabbits, not more than two animals on any lot less than 7,000 square feet in area; for each additional animal there shall be an additional 3,000 square feet of lot area.
- (2) For horses, cows, sheep, and goats, one half-acre of open yard area shall be provided for each animal over the age of six months.
- (3) **For swine, a maximum of two animals under seven months of age shall be allowed on any lot of at least one acre for up to four consecutive months in a 12-month period for educational purposes.**
- ~~(3)~~(4) Persons desiring to keep more animals than permitted by this section may do so with approval of the City Manager only when written approval is obtained from the owners of all improved property contiguous to the applicant(s) and which is within 200 feet of any fence, hutch or pen containing animals.
- (5) To keep juvenile swine, as defined in (3), written approval shall be obtained from all owners of adjacent properties within 300 feet.**
- ~~(4)~~ (6) Permission granted by the City Manager is revocable by the City Council.

Section 2: AMC 6.10.020 Animal containment.

All animals covered in this chapter shall be contained entirely on private property under the control of the owner(s) of such animals and in accordance with the following additional provisions.

- (1) All poultry, fowl, and rabbits shall be contained within hutches, fences, or pens inaccessible to other predatory animals and set back a minimum of 10 feet from adjoining property lines and 20 feet from any public right-of-way.
- (2) Horses, cows, goats and sheep shall be contained within fences at least four feet in height, but not more than six feet in height. The fence shall be adequate to contain the animal and shall be maintained in good repair.
- (3) **Swine shall be kept within secure pens no less than 25 feet from adjacent property lines.**
- (4) No animal described in this chapter shall be contained by means of tethering, hobbling or by electric or barbwire fences.

Section 3: AMC 6.10.030 Miscellaneous provisions.

- ~~(1) Swine are not permitted within the City limits.~~

Passed by the Council: _____

Approved by the Mayor: _____

Effective Date: _____

Mayor

ATTEST:

City Recorder

ORDINANCE NO. _____

AN ORDINANCE AMENDING AMC CHAPTER 6.10, KEEPING OF ANIMALS, TO ALLOW ALBANY RESIDENTS TO TEMPORARILY KEEP JUVENILE SWINE AND DECLARING AN EMERGENCY.

WHEREAS, AMC Title 6 currently contains regulations for a variety of domestic and farm animals; and

WHEREAS, swine are specifically prohibited from the types of animals allowed to be kept within the city limits; and

WHEREAS, the City Council believes that certain restrictions can be imposed to allow juvenile swine to be kept for short periods for educational purposes.

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- (3)(4) Persons desiring to keep more animals than permitted by this section may do so with approval of the City Manager only when written approval is obtained from the owners of all improved property contiguous to the applicant(s) and which is within 200 feet of any fence, hutch or pen containing animals.
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Section 3: AMC 6.10.030 Miscellaneous provisions.

- ~~(1) Swine are not permitted within the City limits.~~

Section 4: In as much as this ordinance is necessary for the immediate preservation of the public peace, health, and safety of the City of Albany, or to facilitate the prompt and timely completion of important City business, an emergency is hereby declared to exist; and this Ordinance shall take effect and be in full force and effect when signed by the Mayor.

Passed by the Council: _____

Approved by the Mayor: _____

Effective Date: _____

Mayor

ATTEST:

City Recorder

RESOLUTION NO. _____

A RESOLUTION TO ADOPT A NEW FINES AND FEES SCHEDULE FOR THE ALBANY PUBLIC LIBRARY AND REPEAL RESOLUTION NO. 5800.

WHEREAS, on November 27, 2012, the Library Board approved changes to the Fines and Fees Policy regarding there would be no refunds; and

WHEREAS, the Albany Public Library Advisory Board recommends said changes be approved by the Albany City Council; and

WHEREAS, on March 21, 2013, the Albany Public Library Advisory Board approved raising the fee threshold from \$5 to \$10; and

WHEREAS, the Albany Public Library Advisory Board recommends said changes be approved by the Albany City Council.

WHEREAS, on February 23, 2016, the Albany Public Library Advisory Board approved raising the fee threshold from \$10 to \$15; and

WHEREAS, the Albany Public Library Advisory Board recommends said changes be approved by the Albany City Council.

NOW, THEREFORE, BE IT RESOLVED that the Albany City Council does hereby adopt by resolution the attached fines and fees schedule for the Albany Public Library and repeal Resolution No. 5800.

DATED AND EFFECTIVE THIS 9th DAY OF MARCH 2016.

Mayor

ATTEST:

City Clerk

Overdue Materials

1. It shall be the policy of the Albany Public Library to charge a fine (nonrefundable) for overdue materials.
2. Fines are charged for overdue materials based upon the current fee schedule. Patrons may continue to check out library materials until they have accumulated \$15.00 in charges. Patrons with more than \$15.00 in charges will not be permitted library privileges until the fines are paid such that the total charge is less than \$15.00. If overdue items are returned before the fifth day overdue, the patron will not be fined for the first four days. Charges for days 1-4 will be removed from the balance.
3. A library card renewal will not be processed until all overdue materials are returned and/or fines paid.
4. Fines for overdue library materials are:
 - a. All materials (except those listed below): \$.20 per item per day; to a maximum cost of material or \$5.00, whichever is lower, including patrons sent to collections.
 - 1) Paperbacks (uncatalogued) – no fines charged.
 - 2) Fines may be forgiven at the discretion of the staff person or the Librarian-in-Charge in the event of illness, death in the family, or other extraordinary circumstances.

At the end of each calendar year, fines over three years old or missing material charges over five years old will be dropped except those \$100 and over. Missing material charges over five years will be reviewed by the Library Director prior to being dropped.

Lost Material

1. Generally, the replacement charge for a lost item is the retail price of the item plus a nonrefundable processing fee of \$5.00 per item. If replacement charges are paid for a lost or damaged item within six months of the due date, no late fees will be charged. If items are more than six months overdue, the borrower will be charged both replacement charges and any applicable fines.
2. To determine the retail price of items online sources will be consulted.
3. Receipts are to be given on all lost or damaged material transactions.
4. No replacement copies will be accepted, except at the discretion of the Library Director, or designee.
5. Lost book charges may be forgiven at the discretion of the Library Director, or designee, in the event of extraordinary circumstances.

Damaged Materials

1. Materials that have been damaged beyond repair or use to the Library are charged at replacement cost, as listed below. The material may then be kept by the patron after the barcode is removed and material stamped "withdrawn from collection" by the Technical Services Librarian, or designee.

2. Damaged materials that may still be circulated will be subject to the following charges:

Cigarette burns	50¢/page or price of book if more than 10 pages
Page torn	25¢/page if it can be mended
Ink marks	50¢/page or price of book if significant
Pages missing	Price of book
Water marks/water damage	25¢/page or price of book if significant
Lost or cut periodicals	50¢/page up to \$7.50 if significant

Fees - Suspension of Library Privileges

The library privileges of any patron having \$15.00 or more in fines, any unreturned material, and any returned checks will be suspended until the charges are cleared.

Fees - Nonresident

Nonresident: Those living outside the Albany city limits who wish to borrow materials from the Albany Public Library may purchase a borrower's card in lieu of the property tax assessed to the residents of Albany for the support and operation of the Library.

Fee: \$50.00/year. All members of the household living at that address receive a borrower's card valid for one year and enjoy the full privileges of a resident borrower.

Fees - Interlibrary Loans

Basic Request A nonrefundable \$3.00 fee is assessed in advance for each item requested. Occasionally, the loaning library will charge extra costs, in which case the patron will be so notified.

Microfilm A microfilm loan is the same as the basic interlibrary loan except for microfilm borrowed from the American Genealogical Lending Library. The loan fee is \$3.25 plus \$3.00 postage in a check or money order made payable to American Genealogical Lending Library and any additional charges after microfilm has been received. All fees for basic requests are to be paid when ILL request is submitted.



TO: Albany City Council

VIA: Wes Hare, City Manager

FROM: Stewart Taylor, Finance Director 

DATE: March 3, 2016 for the May 9, 2016 City Council Meeting

SUBJECT: ICMA Deferred Compensation Plan Re-Enstatement of 401a Adoption Agreements

RELATES TO STRATEGIC PLAN THEME: ● Effective Government

Action Requested:

By resolution, amend and restate the ICMA Retirement Corporation 401a Governmental Deferred Compensation Plan & Trust.

Discussion:

The City provides employee compensation to the City Manager and Executive employees through a monthly pre-tax contribution into a 401a deferred compensation plan with ICMA Retirement Corporation. The IRS is requiring that all 401a plan Adoption Agreements be reviewed, updated, and re-instated prior to April 30, 2016, to ensure that the plan is operating in accordance with IRS regulations.

Budget Impact:

None.

ST:drj

c: David Shaw, HR Director

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ALBANY, OREGON RELATING TO THE ICMA RETIREMENT CORPORATION 401a CITY MANAGER GOVERNMENTAL MONEY PURCHASE PLAN.

WHEREAS, the City of Albany (“City”) has employees rendering valuable services; and

WHEREAS, the City has established a qualified retirement plan for such employees that serves the interest of the City by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City has determined that the continuance of the qualified retirement plan will serve these objectives; and

WHEREAS, the City desires that its money purchase retirement plan be administered by the ICMA Retirement Corporation and that the funds held under such plan be invested in the ICMA Retirement Trust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans.

NOW, THEREFORE, BE IT RESOLVED that the Albany City Council amends and restates the qualified retirement plan as follows:

1. The City of Albany hereby restates the ICMA Retirement Corporation 401a Money Purchase Plan & Trust.
2. The City of Albany hereby reaffirms its agreement to serve as Trustee under the Plan.

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

DATED AND EFFECTIVE THIS 9th DAY OF MARCH, 2016.

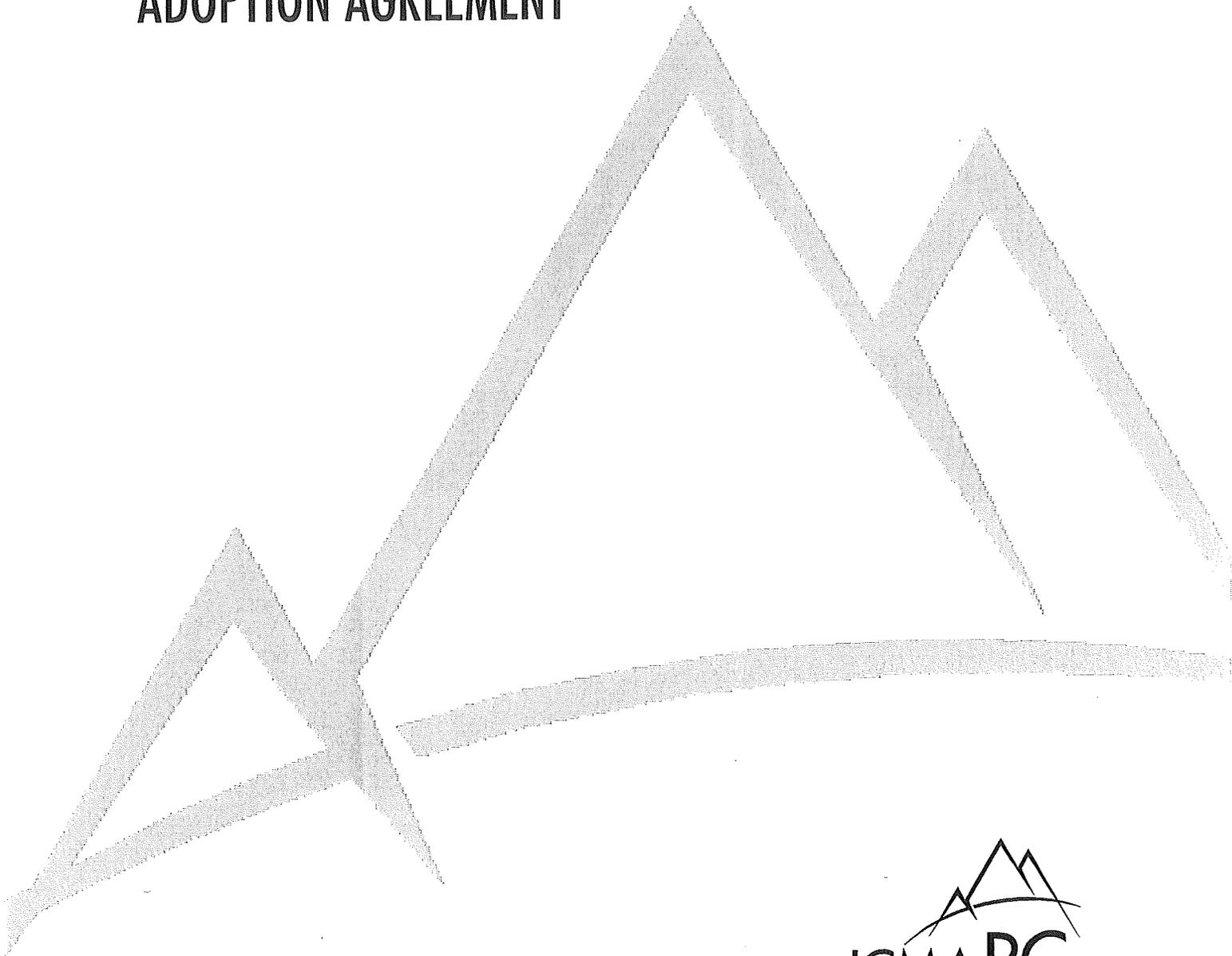
Mayor

ATTEST:

City Clerk

ICMA RETIREMENT CORPORATION

GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number 107044

The Employer hereby establishes a Money Purchase Plan and Trust to be known as CITY OF ALBANY
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

CITY OF ALBANY CITY MANAGER

I. Employer: CITY OF ALBANY

II. Effective Dates

1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: February 1, 2016

(Note: An alternate effective date can be no earlier than January 1, 2007.)

2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. Plan Year will mean:

The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

The twelve (12) consecutive month period commencing on 1/01/2016 and each anniversary thereof.

IV. Normal Retirement Age shall be age 58.0 (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) City Manager

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

A. Employer Contributions. The Employer shall contribute on behalf of each Participant 3.5% of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).
Mandatory Participant Contributions

are required are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes No

Contribution Schedule.

- (i) _____% of Earnings,
- (ii) \$ _____, or
- (iii) a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)

- C. Election Window (Complete if Option B is selected):
Newly eligible Employees shall be provided an election window of _____ days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

- A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.
- B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):
_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding _____% of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

MONTHLY

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

MONTHLY

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

- 1. Overtime
 Yes No
- 2. Bonuses
 Yes No
- 3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

- 1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:
 Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)
- 2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.
 Effective Date is _____
(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

- 1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.
 Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)
- 2. The Limitation Year is the following 12 consecutive month period: _____
- 3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____
(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	100 %
One	%
Two	%
Three	%
Four	%
Five	%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- Normal Retirement Age
- Age 70½ (*"70½" is the default provision under the Plan if no selection is made.*)
- Alternate age (after Normal Retirement Age): _____
- Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- Yes
- No (*"Yes" is the default provision under the plan if no selection is made.*)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- Yes
- No (*"No" is the default provision under the Plan if no selection is made.*)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- Yes
- No (*"No" is the default provision under the Plan if no selection is made.*)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- Yes
- No (*"No" is the default provision under the Plan if no selection is made.*)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- All Eligible Employees
- Other: _____

Final Pay shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to _____% (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- All Eligible Employees
- Other: _____

Accrued Leave shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to _____% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this 3rd day of March, 2016.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: *Stewart Taylor*

By: _____

Print Name: Stewart Taylor

Print Name: _____

Title: Finance Director

Title: _____

Attest: *Mary A Dibble*

Attest: _____





ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-214-21268-201405-W1303

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ALBANY, OREGON RELATING TO THE ICMA RETIREMENT CORPORATION 401a EXECUTIVE PLAN GOVERNMENTAL MONEY PURCHASE PLAN.

WHEREAS, the City of Albany ("City") has employees rendering valuable services; and

WHEREAS, the City has established a qualified retirement plan for such employees that serves the interest of the City by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the City has determined that the continuance of the qualified retirement plan will serve these objectives; and

WHEREAS, the City desires that its money purchase retirement plan be administered by the ICMA Retirement Corporation and that the funds held under such plan be invested in the ICMA Retirement Trust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans.

NOW, THEREFORE, BE IT RESOLVED that the Albany City Council amends and restates the qualified retirement plan as follows:

1. The City of Albany hereby restates the ICMA Retirement Corporation 401a Money Purchase Plan & Trust.
2. The City of Albany hereby reaffirms its agreement to serve as Trustee under the Plan.

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

DATED AND EFFECTIVE THIS 9th DAY OF MARCH, 2016.

Mayor

ATTEST:

City Clerk

ICMA RETIREMENT CORPORATION

**GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number 107043

The Employer hereby establishes a Money Purchase Plan and Trust to be known as CITY OF ALBANY
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

Yes No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

CITY OF ALBANY EXECUTIVE PLAN

I. Employer: CITY OF ALBANY

II. Effective Dates

1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: February 1, 2016

(Note: An alternate effective date can be no earlier than January 1, 2007.)

2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. Plan Year will mean:

- The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)
- The twelve (12) consecutive month period commencing on 1/01/2016 and each anniversary thereof.

IV. Normal Retirement Age shall be age 58.0 (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- All Employees
- All Full Time Employees
- Salaried Employees
- Non union Employees
- Management Employees
- Public Safety Employees
- General Employees
- Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) Executive Employees including Public Safety

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

A. Employer Contributions. The Employer shall contribute on behalf of each Participant 3.5% of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

are required are not required

to be eligible for this Employer Contribution.

B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

Yes No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

Yes No

Contribution Schedule.

- (i) _____% of Earnings,
- (ii) \$ _____, or
- (iii) a whole percentage of Earnings between the range of _____ (insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

Yes No ("Yes" is the default provision under the Plan if no selection is made.)

C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of _____ days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding _____% of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

MONTHLY

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

MONTHLY

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

Yes No (*"No" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

- 1. Overtime
 Yes No
- 2. Bonuses
 Yes No
- 3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

- 1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:
 Yes No (*"Yes" is the default provision under the Plan if no selection is made.*)
- 2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.
 Effective Date is _____
(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

- 1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.
 Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)
- 2. The Limitation Year is the following 12 consecutive month period: _____
- 3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____
(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	100 %
One	%
Two	%
Three	%
Four	%
Five	%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- Normal Retirement Age
- Age 70½ (*"70½" is the default provision under the Plan if no selection is made.*)
- Alternate age (after Normal Retirement Age): _____
- Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- Yes
- No (*"Yes" is the default provision under the plan if no selection is made.*)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- Yes
- No (*"No" is the default provision under the Plan if no selection is made.*)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- Yes
- No (*"No" is the default provision under the Plan if no selection is made.*)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- Yes
- No (*"No" is the default provision under the Plan if no selection is made.*)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- All Eligible Employees
- Other: _____

Final Pay shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____ % (insert fixed percentage of final pay to be contributed) or up to _____ % (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- All Eligible Employees
- Other: _____

Accrued Leave shall be defined as (select one):

- A. Accrued unpaid vacation
- B. Accrued unpaid sick leave
- C. Accrued unpaid vacation and sick leave
- D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____ % of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____ % (insert fixed percentage of accrued unpaid leave to be contributed) or up to _____ % (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

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The Employer hereby agrees to the provisions of the Plan and Trust.

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In Witness Whereof, the Employer hereby causes this Agreement to be executed on this 3rd day of March, 2016.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: *Stewart Taylor*

By: _____

Print Name: Stewart Taylor

Print Name: _____

Title: Finance Director

Title: _____

Attest: *Mary A Dibble*

Attest: _____





ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-214-21268-201405-W1303



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Ed Hodney, Parks and Recreation Director
DATE: February 29, 2016, for the March 9, 2016, City Council Meeting
SUBJECT: Award of Bid—Mowing Contract

RELATES TO STRATEGIC PLAN THEME: ● An Effective Government

Action Requested:

Staff requests that the City Council award a contract for mowing services to the low bidder, Chorak Mowing, and authorize the Parks and Recreation Director to execute contract documents on behalf of the City.

Discussion:

The Parks and Recreation Department relies on contractors to mow most city parks. The department's previous five-year contract has expired, and bids have been solicited for a new five-year contract. Five base bids were received, ranging from an estimated annual cost of \$138,970 to \$296,905. Chorak Mowing, the department's contractor for the last five years, is the apparent successful low bidder. Bid Additive 2 (Edging) will also be awarded as part of the contract. A copy of the bid tabulation is attached.

The annual costs are estimates; and although bids were submitted on a unit cost basis, weather and turf management practices may affect actual mowing requirements. The proposed contract allows the City to adjust mowing frequencies and schedules as necessary to manage contract expenses and meet budgeting requirements in any given fiscal year.

Budget Impact:

The estimated annual total cost for this contract is \$143,321. The current and proposed Parks and Recreation Department budgets include the necessary funds for this contract.

EH
Attachment

CITY OF ALBANY
 DEPARTMENT-Parks & Recreation
 333 Broadalbin St. SW, PO Box 490
 Albany, OR 97321
 Telephone: 541-791-0135

PROJECT: City Property Mowing Contract
 PROJECT MANAGER: Gary Carlson
 BIDDATE: 02/17/16

Bid Results

BIDDERS:					Brickman Group		Green Thumb		Chorak Mowing		R&R Nursery		ACI Northwest	
BASE BID - 2016 Mowing Contract Cost Worksheet -Five Years					UNIT COST AMOUNT	TOTAL								
Location	2011 Sq Ft	Acres		Estimated Annually # of Times										
Albany Depot	57,317	1.32	X	48.00	112.00	5,376.00	105.00	5,040.00	75.00	3,600.00	34.00	1,632.00	92.40	4,435.20
Bowman Park	211,347	4.85	X	30.00	244.00	7,320.00	103.00	3,090.00	85.00	2,550.00	90.00	2,700.00	218.25	6,547.50
Bryant Park	587,219	13.48	X	30.00	293.00	8,790.00	395.00	11,850.00	165.00	4,950.00	228.00	6,840.00	269.60	8,088.00
Burkhart Park	74,732	1.72	X	44.00	63.00	2,772.00	183.00	8,052.00	45.00	1,980.00	62.00	2,728.00	120.40	5,297.60
Columbus Street Path	3,280	0.08	X	32.00	25.00	800.00	70.00	2,240.00	20.00	640.00	34.00	1,088.00	9.43	301.76
Deerfield Park	482,614	11.08	X	32.00	221.00	7,072.00	326.00	10,432.00	139.00	4,448.00	176.00	5,632.00	277.00	8,864.00
Doug Killin Friendship	64,028	1.47	X	45.00	44.00	1,980.00	139.00	6,255.00	65.00	2,925.00	62.00	2,790.00	102.90	4,630.50
Draper Park	217,804	5.00	X	44.00	184.00	8,096.00	187.00	8,228.00	80.00	3,520.00	114.00	5,016.00	250.00	11,000.00
Eades Park	38,226	0.88	X	32.00	57.00	1,824.00	125.00	4,000.00	39.00	1,248.00	40.00	1,280.00	70.40	2,252.80
Eleanor Hackleman Park	89,200	2.05	X	44.00	88.00	3,872.00	183.00	8,052.00	35.00	1,540.00	42.00	1,848.00	123.00	5,412.00
Gibson Hill Park	265,779	6.10	X	44.00	137.00	6,028.00	258.00	11,352.00	120.00	5,280.00	114.00	5,016.00	244.00	10,736.00
Grand Prairie	343,178	7.88	X	44.00	224.00	9,856.00	299.00	13,156.00	140.00	6,160.00	136.00	5,984.00	315.20	13,868.80
Hazelwood Park	32,475	0.75	X	20.00	44.00	880.00	119.00	2,380.00	20.00	400.00	57.00	1,140.00	60.00	1,200.00
Henderson Park	8,643	0.20	X	44.00	32.00	1,408.00	76.00	3,344.00	20.00	880.00	79.00	3,476.00	18.00	792.00
Kinder Park - Irrigated Turf	233,289	5.36	X	48.00	94.00	4,512.00	221.00	10,608.00	117.00	5,616.00	108.00	5,184.00	268.00	12,864.00
Lehigh Park	214,294	4.92	X	44.00	144.00	6,336.00	199.00	8,756.00	74.00	3,256.00	91.00	4,004.00	246.00	10,824.00
Lexington Park	387,629	8.90	X	44.00	188.00	8,272.00	349.00	15,356.00	120.00	5,280.00	188.00	8,272.00	267.00	11,748.00
Lyon Street & 9th	10,108	1.00	X	48.00	38.00	1,824.00	78.00	3,744.00	30.00	1,440.00	22.00	1,056.00	95.00	4,560.00
Maple Lawn	68,150	1.56	X	44.00	87.00	3,828.00	144.00	6,336.00	38.00	1,672.00	36.00	1,584.00	109.20	4,804.80
Monteith Riverpark	178,925	4.11	X	44.00	151.00	6,644.00	220.00	9,680.00	115.00	5,060.00	74.00	3,256.00	205.50	9,042.00
North Albany Park and Ride	15,890	0.37	X	40.00	76.00	3,040.00	100.00	4,000.00	100.00	4,000.00	34.00	1,360.00	29.60	1,184.00
ODOT Medians	42,063	0.97	X	48.00	207.00	9,936.00	130.00	6,240.00	70.00	3,360.00	34.00	1,632.00	77.60	3,724.80
Oak Street Path	35,902	0.80	X	32.00	76.00	2,432.00	123.00	3,936.00	30.00	960.00	100.00	3,200.00	64.00	2,048.00
Periwinkle Park	237,277	5.45	X	40.00	127.00	5,080.00	225.00	9,000.00	80.00	3,200.00	108.00	4,320.00	272.50	10,900.00
Pineway Park	39,249	0.90	X	40.00	63.00	2,520.00	126.00	5,040.00	29.00	1,160.00	39.00	1,560.00	76.50	3,060.00
Pine Street Path	8,740	0.20	X	32.00	45.00	1,440.00	92.00	2,944.00	40.00	1,280.00	34.00	1,088.00	16.00	512.00
Riverview Heights	53,752	1.23	X	44.00	82.00	3,608.00	143.00	6,292.00	40.00	1,760.00	57.00	2,508.00	86.10	3,788.40
Sunrise Park	203,474	4.67	X	40.00	127.00	5,080.00	185.00	7,400.00	50.00	2,000.00	91.00	3,640.00	233.50	9,340.00
Swanson Park	65,196	1.50	X	43.00	57.00	2,451.00	156.00	6,708.00	45.00	1,935.00	34.00	1,462.00	105.00	4,515.00
Takena Landing	44,830	1.03	X	30.00	56.00	1,680.00	133.00	3,990.00	35.00	1,050.00	47.00	1,410.00	61.80	1,854.00
Takena Park	126,428	2.90	X	40.00	107.00	4,280.00	162.00	6,480.00	95.00	3,800.00	70.00	2,800.00	174.00	6,960.00
Teloh Calapooia Park	192,208	4.41	X	38.00	196.00	7,448.00	179.00	6,802.00	65.00	2,470.00	108.00	4,104.00	220.50	8,379.00
Timber Linn Irrigated Turf	537,624	12.34	X	48.00	521.00	25,008.00	370.00	17,760.00	390.00	18,720.00	205.00	9,840.00	277.25	13,308.00
Timber Linn Un-irrigated Area A	1,249,898	28.69	X	40.00	689.00	27,560.00	730.00	29,200.00	70.00	2,800.00	260.00	10,400.00	573.80	22,952.00
Timber Linn Un-irrigated Area B	894,129	20.53	X	20.00	399.00	7,980.00	550.00	11,000.00	40.00	800.00	268.00	5,360.00	410.60	8,212.00
Waverly Park	316,887	7.27	X	48.00	388.00	18,624.00	269.00	12,912.00	210.00	10,080.00	142.00	6,816.00	290.80	13,958.40
Waverly Medians	59,816	1.39	X	35.00	56.00	1,960.00	150.00	5,250.00	490.00	17,150.00	200.00	7,000.00	97.30	3,405.50
Forward Base Bid (Annual Estimated Mowing Cost)	7,691,600	177.36			TOTAL	227,617.00	TOTAL	296,905.00	TOTAL	138,970.00	TOTAL	139,026.00	TOTAL	255,370.00

2016 Mowing Contract Cost Worksheet - Bid Additive 2 (Edging)		
	Sidewalk	Street Curb
Location	Lineal Ft of Edging	Lineal Ft of Edging
Albany Depot	1,197	1,659
Bowman	1,204	1,929
Bryant	2,180	0
Burkhart Park	1,411	744
Deerfield	2,026	1,271
Doug Killin	2,777	858
Draper	3,155	668
Eads	593	0
Eleanor	1,863	1,395
Gibson Hill	5,656	1,021
Grand Prairie	6,767	640
Henderson	415	144
Kinder Park	6,906	0
Lehigh	3,556	0
Lexington	5,712	1,814
Lyon St. Intersection	407	324
Maple Lawn	775	0
ODOT Couplet	2,160	1,865
Monteith	5,605	50
Periwinkle	3,717	0
Pineway	644	0
Riverview Heights	2,385	100
Sunrise	4,407	27
Swanson	2,700	1,238
Takena	2,737	892
Takena Landing	76	1,072
Teloh Calapooia	1,252	0
Timber Linn	21,133	6,551
Waverly	5,933	2,920
Sum of Extended Totals - Alternative Additive Bid for Annual Edging Cost	99,349	27,182

Brickman Group		Green Thumb		Chorak Mowing		R&R Nursery		ACI Northwest	
MONTHLY UNIT COST AMOUNT		MONTHLY UNIT COST AMOUNT		MONTHLY UNIT COST AMOUNT		MONTHLY UNIT COST AMOUNT		MONTHLY UNIT COST AMOUNT	
	126.00		344.00		75.00		88.00		171.36
	138.00		360.00		70.00		96.00		187.98
	96.00		280.00		75.00		72.00		130.80
	95.00		296.00		75.00		72.00		129.30
	146.00		352.00		85.00		104.00		197.82
	161.00		356.00		90.00		112.00		218.10
	170.00		360.00		95.00		120.00		229.38
	26.00		216.00		35.00		40.00		35.58
	144.00		352.00		85.00		104.00		195.48
	295.00		476.00		200.00		216.00		400.62
	327.00		496.00		250.00		240.00		444.42
	24.00		220.00		25.00		40.00		33.54
	306.00		464.00		200.00		64.00		414.36
	157.00		332.00		95.00		112.00		213.36
	333.00		528.00		250.00		248.00		451.56
	32.00		228.00		65.00		40.00		43.86
	34.00		224.00		55.00		40.00		46.50
	179.00		392.00		200.00		120.00		241.50
	250.00		416.00		200.00		184.00		339.30
	165.00		340.00		185.00		112.00		223.02
	29.00		220.00		65.00		40.00		38.64
	110.00		292.00		100.00		80.00		149.10
	196.00		368.00		185.00		144.00		266.04
	174.00		376.00		150.00		120.00		236.28
	50.00		356.00		125.00		120.00		217.74
	160.00		264.00		75.00		40.00		68.88
	55.00		244.00		95.00		40.00		75.12
	1,225.00		1,416.00		896.00		936.00		1,661.04
	392.00		604.00		250.00		296.00		531.18
TOTAL	5,595.00	TOTAL	11,172.00	TOTAL	4,351.00	TOTAL	4,040.00	TOTAL	7,591.86



TO: Albany City Council
FROM: Sharon Konopa, Mayor *Sharon (ldh)*
DATE: March 3, 2016, for March 9, 2016, City Council Meeting
SUBJECT: Appointments to City Boards, Committees, and Commissions

RELATES TO STRATEGIC PLAN THEME: • An Effective Government

Action Requested:

Council approval of the following appointments to City advisory groups:

Building Board of Appeals

Larry Preston [*application attached*] (Mayor's new appointment)
[*Larry is a current member of the Landmarks Advisory Commission.*]

Community Development Commission

Karen Cardosa, housing representative [*application attached*] (Mayor's new reappointment)

Discussion:

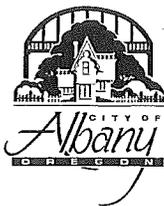
Recommendations for any remaining vacancies on the City advisory groups will be submitted for approval at subsequent Council meetings.

Budget Impact:

None.

SK:ldh

G:\Administrative Services\City Manager's Office\Boards-Commissions\2016 Recruitment\^2016 appointments-boards & commissions-msk-#3.doc



BOARD, COMMISSION, AND COMMITTEE APPLICATION

RECEIVED
MAR 3 2016
City of Albany
City Manager's Office

(Please print legibly or type)

CITY HALL
333 Broadalbin Street SW
P.O. Box 490
Albany, OR 97321-0144
www.cityofalbany.net

(541) 917-7500

Board, Commission, and/or Committee Preference:

Building Board of Appeals

(list all for which you are applying)

Name: Larry Preston Preferred First Name: _____

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

Employment Information:	
Employer's Name: <u>Larry Preston Remodeling & Repair</u>	
Work Address: _____ <u>Albany, OR 97321</u>	Phone: _____ Cellular: <u>NA</u>
E-mail: _____	Fax: <u>NA</u> <i>(Optional)</i>

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

- List current or most recent occupation, business, trade, or profession: _____

I HAVE BEEN A GENERAL CONTRACTOR FOR 25 YEARS IN ALBANY.

For City use only: Ward: I II III or Lives Outside City Limits (Circle One)
If lives outside city limits, does applicant meet special definition for the specific b/c/e for which applying?
Yes No If yes, how? _____



BOARD, COMMISSION, AND COMMITTEE APPLICATION FORM

Page 2

- List community/civic activities. Indicate activities in which you are or have been active:

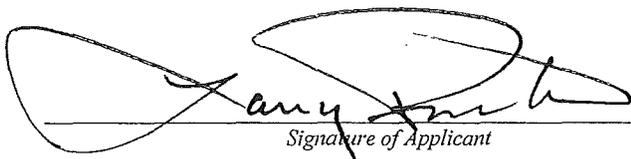
I HAVE SERVED 5 YEARS ON LANDMARKS
ADVISORY COMMISSION FOR THE CITY OF ALBANY.

- Indicate why you are interested in serving on this board, commission, or committee and what other qualifications apply to this position.

AS A SMALL BUSINESS OWNER, WHO HAS WORKED
WITH THE GENERAL PUBLIC, CONTRACTORS, AND VARIOUS
STATE, COUNTY, AND CITY AGENCIES, I FEEL THAT I AM
WELL SUITED FOR THIS TASK.

- What contributions do you hope to make?

I HOPE TO CONTRIBUTE FAIRNESS AND AN OPEN MIND.


Signature of Applicant

2-28-16
Date



BOARD/COMMISSION/COMMITTEE SUPPLEMENTAL FORM

Your Name Larry Preston

Board/Commission/Committee Name Building Board of Appeals

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

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

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

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

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

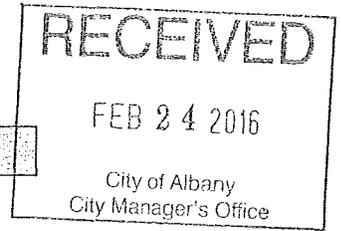
Signature 

Date 2-28-16



BOARD, COMMISSION, AND COMMITTEE APPLICATION

(Please print legibly or type)



CITY HALL
333 Broadalbin Street SW
P.O. Box 490
Albany, OR 97321-0144
www.cityofalbany.net

(541) 917-7500

Board, Commission, and/or Committee Preference:

Housing Development CDC
(list all for which you are applying)
Community Development Commission (housing representative)

Name: Amelia Karen Cardoso Preferred First Name: Karen

Residential Information:

Home Address: Albany, Or 97321 Phone: 541-812-0030
 Cellular: 5419054477
 E-mail: karencardosa@gmail.com Fax: _____
(Optional)

Employment Information:

Employer's Name: Keller Williams Realty MW Phone: 541-704-2737
 Work Address: 200 Ferry St SW Cellular: 541-905-4477
Albany, Or 97321
 E-mail: karencardosa@gmail.com Fax: 541-704-2738
(Optional)

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

- List current or most recent occupation, business, trade, or profession: _____
Realtor 5 years in Southern California; extensive work in short sales; 3 years at Keller Williams Realty MidWillamette; Graduate of Realtors Institute; Assisted buyers with Fannie Mae foreclosures; extensive collaboration with buyers working with their dreams and understanding property values.

For City use only: Ward: I II III or Lives Outside City Limits *(Circle One)*
 If lives outside city limits, does applicant meet special definition for the specific b/c/c for which applying?
 Yes No If yes, how? _____



- List community/civic activities. Indicate activities in which you are or have been active:

Volunteer @ Albany Visitors Association; Volunteer St Mary's Food Festival; SMART reader @ Sunrise School; School Supply Drive @ Albany Oregon Underground; Sunday School teacher @ St Edward's Church; Fund raiser @ St Edward's Church; St Mary's Soup Kitchen; Lunch duty @ West Albany High School; Volunteer with Movies at Monteith; Volunteer with Antiques in the Streets

- Indicate why you are interested in serving on this board, commission, or committee and what other qualifications apply to this position.

My goal is to serve in the best capacity possible. My knowledge and continuing education of the real estate field will help others achieve their needs.

- What contributions do you hope to make?

Good decisions regarding the welfare of the people in our community. Place a fair, accurate market value on particular properties. In whatever tasks need attention, I plan to assist the best I can.

Karen Cardoso
Signature of Applicant

2/23/16
Date



BOARD/COMMISSION/COMMITTEE

SUPPLEMENTAL FORM

Your Name Karen Cardosa

Board/Commission/Committee Name Housing Development

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

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

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

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

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

Signature Karen Cardosa

Date 2/23/16



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: John R. Bradner, Fire Chief *JR*
DATE: March 1, 2016, for the March 9, 2016, City Council Meeting
SUBJECT: Emergency Measure Authorized by City Manager for Temporary Fire Station
RELATES TO STRATEGIC PLAN THEME: ● A Safe City

Action Requested:

Notification only; no action required. The purpose of this memo is to provide written notice to the City Council of an emergency measure to be authorized by the City Manager under Albany Development Code (ADC) 1.070 (9), for the purpose of public safety and protection of property.

Discussion:

Chief Bradner verbally informed Council at the February 24, 2016, City Council meeting that a temporary relocation of a small, core response team from Fire Station 11 has been proposed for 1120 Hill Street SE. The relocation is necessary during the demolition and reconstruction of Fire Station 11.

The temporary operation of Fire Station 11 must be located within a limited area in order to maintain response times within the central area of Albany. The response team at the proposed location will consist of a Battalion Chief (BC) and three firefighters, with apparatus consisting of a BC's command vehicle and one fire engine. Other apparatus and personnel will be disbursed to other fire stations or office locations during the construction project.

Typically, using this site as proposed would require approval of a land use application. However, ADC 1.070 lists certain activities or developments when land use applications are not required. ADC 1.070 (9) allows use of a site without a land use application as, "An emergency measure for the safety or protection of property when authorized by the City Manager with written notice to the City Council." To allow the use of property at 1120 Hill Street SE as described above, it is the City Manager's intent to authorize an emergency measure Under ADC 1.070, When Land Use Applications Are Not Required, following this written notice.

Budget Impact:

None. Temporary relocation costs were accounted for in the overall budget to construct the new Fire Station, and will be funded through Capital Projects, Public Safety Facilities 402-10-1052.

JB:ljh



TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Marilyn Smith, Management Assistant/Public Information Officer
DATE: February 17, 2016, for the March 9, 2016, City Council Meeting
SUBJECT: Code Enforcement Team Semiannual Report, Fiscal Year 2015-2016

RELATES TO STRATEGIC PLAN THEME:

- Great Neighborhoods
- A Safe City
- An Effective Government

The Code Enforcement Team is halfway through its 17th year. Records in City Hall show that the Team received 215 new complaints during the first six months of the fiscal year and closed 71 cases. Additional reports of keeping junk and trash, abandoned and junk vehicles, animal complaints, and using vehicles for housekeeping are handled by Police as they come upon violations or residents make complaints directly.

The Team continues to focus on properties that create problems for neighborhoods or the entire community; the current caseload is a bumper crop of chronic addresses. For some time, we have been reporting the problems presented by empty houses and some commercial properties left vacant due to foreclosure. Those continue to present problems as attractive nuisances, in that they attract people who don't belong in or around them and are on premises doing things they ought not to be doing.

The situations that increasingly take more time to monitor and resolve involve neglected residential rentals. The most troubling are single-family dwellings that have been converted without permits to house multiple people in spaces that are not approved for use as bedrooms; sanitation is inadequate or nonfunctioning, often due to nonpayment of utility bills, deferred maintenance or both; and portions of the buildings are structurally failing – all while landlords collect monthly payments from tenants who are hard to house in safer accommodations due to criminal history, rental history, mental or physical health, or income limitations.

Here are some examples of substandard rentals currently on the Team's list:

- 402 Geary Street SE – Single-family house being rented as four separate apartments. The house was never approved for this use and had no working sanitation. Building issued a notice and order in the fall, requiring immediate vacation and repairs. Occupants were unable to leave due to disabilities or other factors. The two most fragile were relocated to safe housing with help from Resource Connections of Oregon in January. The plumbing has been extensively repaired and electrical work is promised when the landlord can afford it.
- 230 Sixth Avenue SE – Multistory apartment building with additional units created by illegally walling in porches and other spaces. The building has the same owner as 402 Geary and has been in extremely poor condition since the early 1990s. Substandard conditions include leaking sewage, inadequate and unsafe walkways, and unrepaired fire damage.
- 221 Thurston Street SE – This house has been on and off the Team's case list for years due to remodeling without permits and junk and trash. It came to our attention most recently in August 2015, when Fire Department medics responded to a report of a sick person. The renter was in extremely fragile health and admitted to Samaritan Albany General Hospital most recently in early January 2016. Police reported the following: trash, filth, and dead animals in the house; sagging ceiling; exposed electrical lines; and an uneven and squishy floor. Fire marked the house as unsafe to enter in case of fire. Building Official Gary Stutzman inspected the house on January 12, 2016, and reported that the building, which has no foundation, had shifted, was listing

several inches, and could collapse at any time. He had Pacific Power disconnect the electricity, had the house boarded up, and posted it as a dangerous building that is unsafe to occupy. He has recommended that the building be demolished.

- 405 Denver Street NE – The house, which is in foreclosure, sits on a large parcel just south of Bowman Park. The grounds were covered with decades of cast-off furniture, bicycles, household garbage, and other trash. The occupant's daughter and boyfriend attempted cleanup by filling several large dumpsters, then gave up. The owner, occupants, and several others have been cited for keeping junk. At a court hearing in early January 2016, the property owner (mother of the occupant) offered to deed the property to the City of Albany.
- 2838 Arlington Drive NW – This house was damaged by fire in the fall of 2015. In November 2015, neighbors began to complain about debris from the fire that had been piled in the yard with damaged belongings and about many stray cats that were migrating to other properties in search of food. Cleanup has been slow since the property owner wants to be on site whenever cleanup crews are working. The number of cats has steadily declined.

Here are updates on other cases:

- 2215-2217 Jefferson Court SE – This long-vacant, neglected, often-vandalized and burglarized dangerous duplex was finally demolished on November 30, 2015. Staff is compiling costs related and leading up to the demolition and will be placing a lien on the now-vacant lot. **Status: Closed.**
- 1207 Ninth Avenue SE (former KRKT offices) – This commercial building at the northwest corner of Ninth Avenue and Oak Street SE has been empty for some time. The building was sold in July 2015 and has been boarded and secured against what had been regular entry by vandalizing squatters. New owners are exploring options for redevelopment. **Status: Monitor.**
- 611 Bain Street SE – This house is tucked away at the end of a cul-de-sac adjacent to the Costco parking lot near Cox Creek. Squatters regularly set up camp in the front door breezeway, on the back patio, or in the garden shed. The house was sold in September 2015 and is now a rental. **Status: Closed.**
- 4030 Shortridge Street SE – Vacant for more than three years, the house is supposed to be on a landscape maintenance schedule; but the grounds have not been touched for more than a year. Paint is peeling, fencing has been breached numerous times by possible squatters, and neighbors are concerned. The property was put up for sale at sheriff's auction in October 2015 and received no bids. **Status: Open.**
- 2225 Main Street SE – The house first came to the Team's attention a few years ago when the occupants moved out and left furniture and other belongings in the front yard. They cleaned the place up, but the house has remained vacant except for squatters and enterprising thieves who have stripped the place of wiring and fixtures. The house has shifted off of its foundation and walls are buckling outward. In early December 2015, the lender in control of the property was reportedly seeking demolition bids. **Status: Open.**
- 4357 Columbus Street SE – This house has been vacant for three or four years, was in foreclosure, then out, and the original owner now allegedly owns it again. Seen blocks from South Albany High School, it has been popular as a hangout for youth and others; the interior has been extensively damaged; and, at one time, doors and windows were open and could not be secured. The house has recently been secured by a property preservation company. **Status: Monitor.**

- 215 Chicago Street SE – This property was covered with blackberries and other vegetation for years, providing cover for homeless camping. Police contacted the property owner, Genesee and Wyoming Railroad; railroad officials authorized Police to remove trespassers; and the overgrown vegetation was cut down. **Status: Closed.**
- 1420 Water Avenue E – The roof on the front half of this house collapsed, rendering the property unsafe to occupy. After many conversations with the property owner and his son, who has since become the owner, the collapsed portion of the house was removed. Code Enforcement provided a dumpster on site to help with timely debris removal. The owner has plans to rebuild. **Status: Open.**
- 440 Alco Street NE – This property is a Willamette neighborhood landmark due to extensive yard art and collections of other used or useful items. Neighbors reported a large hole in the roof in the spring of 2015, as well as derelict vehicles and other junk throughout this double lot. This property and 1420 Water Avenue had/have the same owner. Police cited the owner for keeping junk and trash at both addresses, but prosecution was suspended while the new owner worked on both lots. Mayor Konopa was instrumental in working with the son/new owner to do the work. The Alco Street house has been demolished, but a large amount of junk and trash remains. **Status: Open.**
- 704 Fourth Avenue SE – This house was damaged by fire and requires extensive repairs. The house was foreclosed and is now owned by FNMA. It is posted as unsafe to occupy, and a realtor is keeping it secure. **Status: Open.**
- 526/602 Geary Street SE – Property owners divided this site to place a manufactured home on the westernmost parcel and to remodel an existing stick-built house. The manufactured home was delivered before a foundation slab was poured and blocked the sidewalk for more than a year. Work stalled on the existing house and vandals stripped it of wiring and fixtures before it was boarded up and secured. Various people used the unattached halves of the manufactured house as a hideout and drug den; police made multiple contacts there. The manufactured home was moved into place in late-summer 2015 but remains on blocks. No additional work has been done on the stick-built house. **Status: Open.**
- 3418 Adah Avenue NE – Ongoing drug activity and arrests led to a court injunction declaring this a specified crime property (Albany Municipal Code 7.96), giving the City the authority to keep the house empty for a year. The building was boarded up in mid-June 2015 but remained a destination for former guests who continued to litter the property. A Linn County Sheriff's work crew spent two days clearing junk and brush there in the fall of 2015. The owner was in the Oregon State Hospital at the time of this report. **Status: Monitor.**

The documented expenditures for Code Enforcement are for the City Attorney's time, renting dumpsters, and an increasing number of invoices from Republic Services related to pickup and disposal of large pieces of furniture that are dumped on City rights-of-way.

Budget	\$17,000
Expended	<u>10,101</u>
Balance	\$ 6,899

MMS:hr



402 GEARY ST NE



230 SIXTH AVE SE



2215 & 2217 JEFFERSON CT SE



440 ALCO ST NE