



NOTICE OF PUBLIC MEETING
CITY OF ALBANY
CITY COUNCIL
 Council Chambers
 333 Broadalbin Street SW
 Wednesday, May 25, 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 PRESENTATIONS
 - a. Albany Fire Department Unit Citation. [Verbal]
 Action: _____
 - b. Historic Preservation Month Awards. [Page 3]
 Action: _____
5. SCHEDULED BUSINESS
 - a. Public Hearing
 - 1) Approving the sale of City-owned surplus properties located at 1117 Jackson Street SE, Assessor's Map No. 11S-03W-07AC, Tax Lot 00402, Police building; and 3800 Knox Butte Rd E, Assessor's Map No. 11S-03W-04D, Tax Lot 00104, Armory. [Pages 4-33]
 Action: _____
 - b. Business from the Public
 - c. First Reading of Ordinance
 - 1) Repealing Ordinance No. 5869 in its entirety and declaring an emergency. [Page 34]
 Action: _____ ORD. NO. _____
 - d. Adoption of Consent Calendar
 - 1) Approval of Minutes
 - a) March 9, 2016, City Council Regular Session minutes. [Pages 35-39]
 - b) March 21, 2016, City Council Work Session minutes. [Pages 40-41]
 - 2) Annual liquor license renewals. [Pages 42-43]
 Action: _____
 - e. Award of Bid
 - 1) SS-16-01, 2016 Pipe Bursting Projects. [Pages 44-53]
 Action: _____
 - f. Approval of Contract Extension
 - 1) Approving a temporary contract extension with Barker-Uerlings Insurance, Inc. for the City's insurance and risk management services. [Page 54]
 Action: _____

g. Appointment

1) Appointing Cecilia Mihaylo to the Parks and Recreation Commission. [Pages 55-58]

Action: _____

6. BUSINESS FROM THE COUNCIL

7. NEXT MEETING DATE: Work Session: June 6, 2016
Regular Session: June 8, 2016

8. ADJOURNMENT

City of Albany Web site: www.cityofalbany.net



TO: Albany City Council

VIA: Wes Hare, City Manager
Jeff Blaine, P.E., Public Works Engineering and Community Development Director JB

FROM: Bob Richardson, Planning Manager BRAR

DATE: May 18, 2016, for the May 25, 2016, City Council Meeting

SUBJECT: 2016 Historic Preservation Awards

RELATES TO STRATEGIC PLAN THEME: ● Great Neighborhoods

Action Requested:

Staff recommends that the City Council recognize the Albany residents and organizations listed below for their outstanding efforts related to the preservation and promotion of Albany's rich cultural and architectural heritage.

Discussion:

May is National Historic Preservation Month, a month-long celebration of America's history sponsored by the National Trust for Historic Preservation. During this month, local groups and individuals lead events that highlight some of Albany's many historic and cultural resources. As part of these activities, the Landmarks Advisory Commission (LAC) has selected community residents and organizations to receive Historic Preservation awards.

The Mayor will present these awards during the May 25, 2016, City Council Meeting. The award recipients are:

- Dave and Barbara Sullivan, for removing incompatible alterations and rehabilitating the house at 338 6th Avenue SE;
- Hasso Hering, for outstanding journalism that enhances public awareness and interest in Albany's history and preservation; and,
- Rebecca Bond, for exceptional leadership in promoting local heritage and preservation on behalf of the Albany Visitor's Association and the greater community of Albany.

Budget Impact:

None.

sla:rk

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement is entered into on _____, 2016, by and between THE CITY OF ALBANY, an Oregon municipal corporation ("Seller"), and LINN COUNTY a Political Subdivision of the State of Oregon ("Purchaser").

RECITALS

A. Seller owns certain real properties (hereinafter "Property") located at:

1117 SE Jackson Street in Albany, Linn County, Oregon, more specifically identified in Exhibit A attached hereto and incorporated herein by this reference; and

3800 Knox Butte Rd. E., Albany, OR 97322, Linn County, Oregon, more specifically identified in Exhibit B attached hereto and incorporated herein by this reference;

B. Purchaser desires to acquire the Property from Seller, and Seller is willing to sell and convey the Property to Purchaser, on and subject to the terms of this Agreement (this "Agreement").

C. Following the execution of this Purchase and Sale Agreement, Seller desires to lease the property located at 1117 SE Jackson Street in Albany, Linn County, Oregon, and Purchaser is willing to lease this property to Seller pursuant to the terms and conditions set forth in Exhibit C, attached hereto and incorporated by reference herein (hereinafter "Lease").

AGREEMENT

1. **Purchase and Sale of the Property.** Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller, on the terms and conditions set forth in this Agreement.

2. **Purchase Price/Additional Consideration.** The total purchase price for the Property is ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$1,750,000.00). As additional consideration for this Agreement, Purchaser agrees to lease the property to Seller on the terms and conditions set forth in that certain Lease Agreement attached hereto.

3. **Payment of Purchase Price.** The purchase price must be paid by Purchaser as follows:

Purchaser shall pay ONE MILLION SEVEN HUNDRED FIFTY THOUSAND AND NO/100THS DOLLARS (\$1,750,000.00) to Seller on the Closing Date.

4. **Inspection Contingency.**

4.1 Inspection Rights. Purchaser will have until midnight at the end of the sixtieth (60th) day after the Effective Date (the "Review Period") to satisfy itself concerning all aspects of the Property, including, without limitation, the physical conditions thereof; the availability of any governmental permits and approvals; and the feasibility of using the Property for purposes of building a health occupations building. Purchaser will have the right to perform such tests, inspections, and feasibility studies on the Property as Purchaser may deem necessary. Purchaser will schedule and coordinate all inspections, including, without limitation, any environmental tests, with Seller and will give Seller at least two (2) business days' prior written notice thereof. Seller will be entitled to have a representative present at all times during each such inspection.

4.2 Inspection Expenses. All costs and expenses of all Purchaser's tests, inspections, and studies must be paid by Purchaser when due, regardless of whether this transaction closes.

4.3 Inspection Indemnity. Purchaser will indemnify, defend, and hold harmless Seller from and against any and all costs, losses, damages, expenses, liabilities, actions, liens, or claims arising from or related to any activities on or about the Property by Purchaser or any agent, employee, contractor, or invitee of Purchaser.

4.4 Removal of Inspection Contingencies. If, by the end of the Review Period, Purchaser has notified Seller in writing that Purchaser rejects the Property in its then-current condition, this Agreement will terminate. This Agreement thereafter will be null and void, and neither party will have any obligation to the other, except as otherwise provided herein. Unless such notice of rejection is given, the inspection contingency will be deemed waived and this Agreement will be binding on Purchaser. If Purchaser elects, Purchaser may offer Seller the opportunity to correct any items Purchaser determines to be unacceptable by providing Seller with written notice before the end of the Review Period of what must be corrected, by what dates, and in what manner (the "Correction Notice"). Within ten (10) days after Seller is given the Correction Notice, Seller will notify Purchaser in writing whether and to what extent Seller will effect and pay for the corrections (the "Notice of Intent to Correct"), all of which must be completed before the Closing Date (defined in Section 10.1). If Seller fails to give a Notice of Intent to Correct within those ten (10) days, Seller will be deemed to have refused to agree to the corrections, this Agreement will terminate.

5. Title to the Property; Title Report. Within seven (7) days after the Effective Date, Seller will provide Purchaser with a preliminary title report from the title company with respect to the Property (the "Title Report"). The Title Report will be accompanied by the most legible copies available of all special exceptions listed therein. Purchaser will have until seven (7) days after its receipt of the Title Report and copies in which to notify Seller in writing of Purchaser's disapproval of any exceptions shown in the Title Report. Any special assessments shown on the Title Report that are objected to by Purchaser will be included in Purchaser's notice. In the event of any disapproval, Seller will notify Purchaser in writing, within seven (7) days after Seller receives Purchaser's notification, as to whether Seller is willing and able to remove any of the exceptions so disapproved, and upon delivering the notice, Seller will have until the Closing Date described in Section 10.1 to cause the exceptions that Seller has agreed to remove to be removed of record and from the Title

Policy to be delivered to Purchaser pursuant to Section 9.1(c). Purchaser will be deemed to have accepted all title exceptions to which it has not objected.

6. Seller's Representations.

6.1 Content of Representations. Seller represents, warrants, and covenants to Purchaser as follows:

(a) **Seller's Existence and Authority.** Seller is a validly existing and duly organized municipal corporation under the laws of the State of Oregon and has the full right and authority to conduct its business under the laws of the State of Oregon.

(b) **No Further Third-Party Consents.** Except as expressly provided otherwise in Section 11 herein, the execution of this Agreement by Seller and Seller's performance of all of its obligations hereunder have received the approval or consent of any person, board, committee, or other third parties required.

(c) **No Litigation.** To Seller's knowledge, there is no pending or threatened litigation or administrative action with respect to the Property.

(d) **No Condemnation.** To Seller's knowledge, there is no pending or contemplated eminent domain, condemnation, or other governmental taking of the Property or any portion thereof.

(e) **No Additional Assessments.** To Seller's knowledge, there are no extraordinary governmental assessments or impositions levied against, applicable to, or proposed for the Property as distinct from ordinary ad valorem property taxes, which will be disclosed in the Title Report.

(f) **No Government Obligations.** To Seller's knowledge, there are no unperformed obligations that are currently due relative to the Property to any governmental or quasi-governmental body or authority.

(g) **No Seller Contamination.** To Seller's knowledge, Seller has not caused any hazardous substance, waste, or material to be used, generated, stored, or disposed of on or transported to or from the Property in violation of any applicable law before or during the period in which the Seller has owned the Property. For the purposes of this paragraph, "hazardous substance, waste, or material" means all petroleum-based products, radon, asbestos, PCBs, and all substances, wastes, and materials that are so defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC §§9601-9675; the Resource Conservation and Recovery Act, 42 USC §§6901-6992k; and the Hazardous Materials Transportation Act, 49 USC §§5101-5128.

(h) **Authority of Seller.** Seller's execution of, delivery of, and performance under this Agreement are undertaken according to authority validly and duly conferred on Seller and the

signatories hereto.

(i) **No Breach of Agreements.** This Agreement and the consummation of the transaction evidenced by this Agreement do not violate any other agreement to which Seller is a party.

(j) **Nonforeign Status.** Seller is not a "foreign person" as defined in IRC §1445(f)(3), and Seller is not a "transferor" as defined in ORS 314.258(2)(b).

6.2 Survival of Warranties. All of Seller's warranties in this Agreement are deemed given only as of the date of this Agreement. Seller's liability for any misrepresentation or the breach of any warranty under this Agreement will survive the closing of this transaction.

7. Purchaser's Representations.

Purchaser represents, warrants, and covenants to Seller as follows:

7.1 Purchaser's Existence and Authority. Purchaser is a validly existing and duly organized municipal corporation under the laws of the State of Oregon and has the full right and authority to conduct its business under the laws of the State of Oregon

7.2 No Further Third-Party Consents. Except as expressly provided otherwise in Section 11 herein, the execution of this Agreement by Purchaser and Purchaser's performance of all its obligations hereunder have received the approval or consent of any person, board, committee, or other third parties required.

7.3 No Litigation. No petitions in bankruptcy have been filed by or against Purchaser; and none of Purchaser's assets are currently subject to any insolvency, receivership, or foreclosure proceedings.

7.4 No Breach of Agreements. This Agreement does not breach or violate any term or provision of any other agreement or contract to which Purchaser is a party.

8. Conditions to Closing.

8.1 Purchaser's Conditions. Purchaser acknowledges that Seller does not guarantee the satisfaction of the conditions precedent listed in this Section 9.1 and that Seller's failure to satisfy the conditions (for any reason other than Seller's bad faith) will not be deemed to be a default hereunder but will merely be a failure of a condition to closing, in which event Purchaser's sole remedy will be to (1) waive the condition(s) and any claim against Seller with respect thereto or (2) terminate this Agreement. Purchaser's obligation to close this transaction is subject to the satisfaction of each of the following conditions:

(a) **Seller's Compliance.** Seller's fulfillment of each of its obligations under this

Agreement in all material respects.

(b) **Seller's Representations.** The continuing accuracy of all Seller's warranties and representations in this Agreement in all material respects.

(c) **Title Insurance.** The Title Company must be ready, willing, and able to issue an extended coverage American Land Title Association owner's policy of title insurance in the amount of the purchase price, insuring title in Purchaser to the Property consistent with the terms of this Agreement and subject only to the title exceptions approved or deemed approved by Purchaser.

(d) **Commission Approval.** Approval of the purchase and sale memorialized in this Agreement by Purchaser's Commission.

8.2 Seller's Conditions. Seller's obligation to close this transaction is subject to the satisfaction of each of the following conditions:

(a) **Purchaser's Compliance.** Purchaser's fulfillment of each of its obligations under this Agreement.

(b) **Purchaser's Representations.** The continuing accuracy of all Purchaser's warranties and representations in this Agreement.

(d) **Council Approval.** Approval of the purchase and sale memorialized in this Agreement by Seller's Council.

9. Closing.

9.1 Closing Date. This transaction shall be closed within twenty (20) days following the end of the Review Period or such other time as the parties may mutually agree to in writing (the date that this transaction closes, as evidenced by the recordation of Seller's deed to Purchaser, shall herein be referred to as the "Closing Date").

9.2 Manner and Place of Closing. This transaction will be closed in Albany, Oregon, or at such other place as the parties may mutually agree to in writing. Closing will take place in the manner and in accordance with the provisions set forth in this Agreement.

9.3 Prorations, Adjustments.

(a) All ad valorem real property taxes, assessments and obligations under all repair and maintenance contracts (if any) that are not terminated or required to be terminated by this Agreement by the Closing Date (collectively, the "Expenses") will be prorated and adjusted between the parties as of the Closing Date. At closing, Purchaser will be given a credit against the purchase price equal to the sum of all accrued but unpaid Expenses. Any taxes or additional penalties that would be due

as a result of removal of the Property from any tax deferral or special use assessment program will be charged to Seller as though the Property were removed from such program on the Closing Date.

(b) Seller and Purchaser will each pay one-half of all conveyance, excise, or transfer taxes and fees in connection with this sale, and Purchaser will pay the recording fees for Seller's deed.

(c) Seller will pay the premium for a standard owner's title insurance policy in favor of Purchaser in the amount of the purchase price. The premiums attributable to any additional title insurance coverage or endorsements requested by Purchaser or its lender will be paid by Purchaser.

(d) Each party will pay its own attorney fees.

9.4 Events of Closing. This transaction will be closed on the Closing Date as follows:

(a) Seller will convey the Property to Purchaser by statutory warranty deed, subject to the matters accepted or deemed accepted by Purchaser under this Agreement;

(b) Seller will provide Purchaser with (i) the Certificate of Nonforeign Status as provided in IRC §1445(b)(2) and (ii) a certificate or other documentary evidence complying with ORS 314.258 that is reasonably acceptable to Purchaser and the title company and sufficient to assure Purchaser and the title company that no withholding is required under ORS 314.258.

(c) Purchaser will pay Seller the purchase price for the Property pursuant to Section 4 of this Agreement.

(d) Upon compliance with the parties' closing instructions, the Purchaser will record the deed conveying the Property to Purchaser at Purchaser's expense.

9.5 Title Insurance. As soon as possible after the Closing Date, the title company will furnish Purchaser a standard American Land Title Association form of owner's policy of title insurance in the amount of the purchase price for the Property, subject only to the title company's standard preprinted exceptions and exclusions for the form and except for the matters accepted or deemed accepted by Purchaser under this Agreement. The costs of additional or extended title insurance beyond standard coverage will be paid by Purchaser, and the availability of any such coverage will not be a condition of closing.

9.6 Possession. Seller will deliver possession of the Property to Purchaser on the Closing Date subject to the Lease Agreement attached hereto and incorporated by reference herein.

9.7 Acceptance of the Property. Purchaser acknowledges that Purchaser has assessed, or has had the opportunity to assess, the size, configuration, utility service, environmentally sensitive areas, means of access, permitted uses, status of title, value, condition, and all other material aspects of the Property, and, except as specifically stated herein, Purchaser is not relying on, nor has

Purchaser been influenced by, any statement or representation of Seller or any agent or representative of Seller regarding any of such items. Except for any actionable breaches of Seller's representations and warranties contained herein, Purchaser's acceptance of the Property and the satisfaction or waiver of all Purchaser's conditions to closing will be evidenced solely by the closing of this transaction and without any other act or confirmation by Purchaser. Purchaser does not have the option to close this transaction without accepting the Property in its then current condition, and Purchaser acknowledges that except for any Seller's breach of an express warranty stated in this Agreement, Purchaser is acquiring the Property "AS IS, WHERE IS" in its current condition existing as of the Closing Date, without any representation or warranty of any kind or nature by Seller.

9.8 Waiver of Certain Claims. As part of the consideration for this Agreement, Purchaser agrees that except for any breach by Seller of an express warranty stated in this Agreement, Seller has no liability, and Purchaser hereby waives any claims and releases Seller for any liability, for any title, physical condition, or any other aspect of the Property, whether direct or indirect, absolute or contingent, foreseen or unforeseen, and known or unknown. The waiver and release extend to Seller and Seller's affiliates, successors, members, partners, shareholders, directors, officers, employees, and agents, and their respective heirs, successors, and assigns. Without limiting the generality of the foregoing, Purchaser waives all rights to contribution, offsets, and damages that in any manner relate to the compliance of the Property with any law or regulation applicable thereto, including, without limitation, the Americans with Disabilities Act, 42 USC §§12101–12213; the Fair Housing Act, 42 USC §§3601–3631; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC §§9601–9675; the Resource Conservation and Recovery Act, 42 USC §§6901–6992k; the Clean Water Act, 33 USC §§1251–1387; the Safe Drinking Water Act, 42 USC §§300f–300j-26; the Hazardous Materials Transportation Act, 49 USC §§5101–5128; the Toxic Substances Control Act, 15 USC §§2601–2692; and any and all other federal, state, and local personal disabilities and environmental laws or regulations.

9.9 Indemnification. Purchaser will defend, indemnify, and hold harmless Seller from and against all actions, claims, losses, liabilities, damages, costs, and expenses (including without limitation reasonable attorney fees) that are caused by Purchaser's failure to perform any owner's obligation, whether under contract or otherwise, relating to the Property on and after the Closing Date or for which Purchaser is responsible in accordance with the terms of this Agreement. Seller will defend, indemnify, and hold harmless Purchaser from and against all third-party claims for premises liability regarding any injury or damage to the third party or its Property that occurred on or about the Property before the Closing Date.

10. Defaults and Failure to Close.

10.1 Seller's Remedies. If this transaction fails to close on account of a default by Purchaser under this Agreement, Seller will be entitled to any remedies for breach of contract that may be available under applicable law, including without limitation the remedy of specific performance and the right to recover its actual damages. In no event shall Seller have the right to recover any punitive or consequential damages.

10.2 Purchaser's Remedies. If this transaction fails to close on account of a default by Seller under this Agreement, Purchaser will be entitled to any remedies for breach of contract that may be available under applicable law, including without limitation the remedy of specific performance and the right to recover its actual damages. In no event shall Purchaser have the right to recover any punitive or consequential damages.

10.3 Defaults. Either party's wrongful failure to close or to satisfy a condition to closing by the required Closing Date. Neither party will be deemed in default under this Agreement unless the party is given written notice of its failure to comply with this Agreement and the failure continues for a period of ten (10) days after the date the notice is given. This section will not be construed as extending the time by which any notice or contingency waiver must be given.

10.4 Costs and Attorney Fees. If suit, action, arbitration, or mediation is instituted to interpret or enforce the terms of this Agreement or with respect to any dispute under this Agreement, the prevailing party is entitled to recover from the other party the sum that the court, arbitrator, or mediator may adjudge reasonable as costs and expert witness and attorney fees in any such proceeding, at trial, on any appeal or petition for review, and in any bankruptcy proceeding (including the adjudication of any issues peculiar to bankruptcy law), in addition to all other sums provided by law.

10.5 Waiver of Jury Trial. AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, EACH OF THE PARTIES HERETO WAIVES THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE OR ACTION UNDER THIS AGREEMENT.

11. Legal Relationships.

11.1 Relationship of Parties. This Agreement creates only the relationship of seller and buyer, and no joint venture, partnership, or other joint undertaking is intended hereby. Neither party hereto will have any rights to make any representations or incur any obligations on behalf of the other. Neither party has authorized any agent to make any representations, admit any liability, or undertake any obligation on its behalf. Neither party is executing this Agreement on behalf of an undisclosed principal.

11.2 No Third-Party Beneficiaries. No third party is intended to be benefitted or afforded any legal rights under or by virtue of this Agreement.

11.3 Real Estate Brokers. Each party warrants to the other party that no broker or agent was consulted or engaged in connection with this transaction, and each party will indemnify, defend, and hold harmless the other from and against all claims, losses, and liabilities made or imposed for any commission or finder's fee to any broker or agent and arising out of the actions of such party.

11.4 Indemnified Parties. Any indemnification contained in this Agreement for the benefit of a party will extend to the party's officers, employees, and agents.

11.5 Assignments and Successors. Purchaser may not assign or otherwise transfer this Agreement or any interest herein, voluntarily, involuntarily, or by operation of law, without the prior written consent of Seller in each instance. Purchaser will not be released from its obligations under this Agreement in the event of any assignment or transfer by Purchaser. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

12. General Provisions.

12.1 Notices. Notices under this Agreement must be in writing and, if personally delivered or sent by facsimile, will be effective when received. If mailed, a notice will be deemed effective on the second day after deposited as registered or certified mail, postage prepaid, directed to the other party. Notices must be delivered, mailed, or sent by facsimile to the following addresses and telephone numbers:

Purchaser: LINN COUNTY, OREGON
300 S.W. 4th Ave, P.O. Box 100
Albany, Oregon 97321
Attn: Deputy County Attorney Callen S. Sterling

Seller: CITY OF ALBANY
333 Broadalbin St. SW
Albany, Oregon 97321
Attn: City Attorney M. Sean Kidd

Either party may change its address for notices by at least fifteen (15) days advance written notice to the other.

12.2 Time of Essence. Except as otherwise specifically provided in this Agreement, time is of the essence for each and every provision of this Agreement.

12.3 Invalidity of Provisions. If any provision of this Agreement, or any instrument to be delivered by Purchaser at closing under this Agreement, is declared invalid or is unenforceable for any reason, the provision will be deleted from the document and will not invalidate any other provision contained in the document.

12.4 Neutral Construction. This Agreement has been negotiated with each party having the opportunity to consult with legal counsel and will be construed without regard to which party drafted all or part of this Agreement.

12.5 Captions. The captions of the sections and paragraphs in this Agreement are used solely for convenience and are not intended to limit or otherwise modify the provisions of this Agreement.

12.6 Waiver. The failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce the provision. Waiver of any breach of any provision will not be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

12.7 Subsequent Modifications. This Agreement and any of its terms may be changed, waived, discharged, or terminated only by a written instrument signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

12.8 Saturdays, Sundays and Legal Holidays. If the time for performance of any of the terms, conditions, and provisions hereof falls on a Saturday, Sunday, or legal holiday, then the time of the performance will be extended to the next business day thereafter.

12.9 Venue. In any action brought to interpret or enforce any of the provisions of this Agreement, the venue will be in Linn County, Oregon.

12.10 Applicable Law. This Agreement will be construed, applied, and enforced in accordance with the laws of the state of Oregon. All sums referred to in this Agreement will be calculated by and payable in the lawful currency of the United States.

12.11 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the Property and supersedes and replaces all written and oral agreements previously made or existing between the parties.

12.12 No Offer. By providing an unexecuted copy of this Agreement to any person, neither party is deemed to have made an offer to sell or purchase or otherwise indicated its willingness to enter into any transaction with respect to the Property, and this Agreement will not be binding on any party unless and until it has been fully executed and delivered by Seller and Purchaser.

12.13 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same contract.

12.14 Facsimile Copies. Either party may rely on facsimile copies of this Agreement to the same extent as the originals.

12.15 Statutory Warning (ORS 93.040(2)). THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

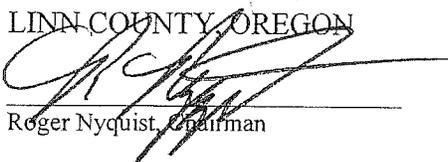
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

PURCHASER:

SELLER:

LINN COUNTY, OREGON

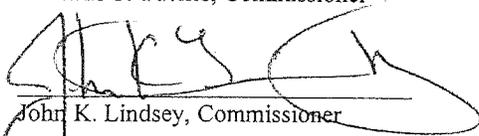
CITY OF ALBANY, OREGON



Roger Nyquist, Chairman



William C. Tucker, Commissioner



John K. Lindsey, Commissioner

Date Executed: 4-19-2016

By: _____

Its: _____

Date Executed: _____

Linn County Parcel Information



Parcel Information

Parcel #: 0765706

Tax Lot: 11S03W07AC00402

Site Address: 1117 Jackson St SE
Albany OR 97322

Owner: Albany City Of
PO Box 490
Albany OR 97321

Twn/ Range/ Section: T: 11S R: 03W S: 07 Q: NE QQ: SW

Parcel Size: 1.69 Acres (73,616 Sq Ft)

Plat/ Subdivision: 2004-31

Lot: 12

Block: 1

Census Tract/ Block: 020801/1005

Levy Code Area: 00846

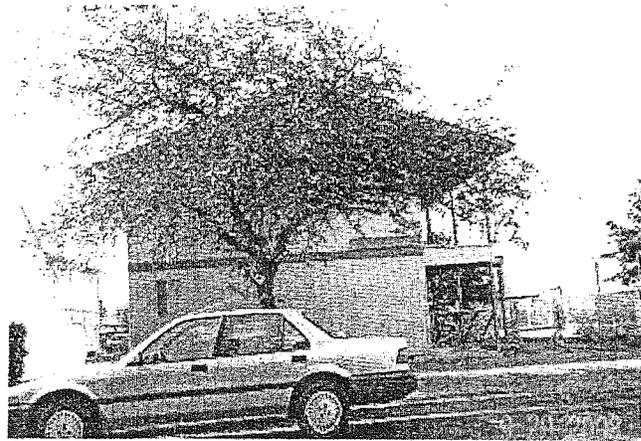
Levy Rate: 19.4791

Market Value Land: \$128,830

Market Value Impr: \$1,091,320

Market Value Total: \$1,220,150

Assessed Value: \$1,220,150



Tax Information

Tax Year	Annual Tax
2015	\$0.00
2014	\$0.00
2013	\$0.00

Legal

WINONA PARK - LOT 1 2, BLOCK 1

Land

Land Use: 201 - COMMERCIAL IMPROVED

Watershed: Muddy Creek-Willamette River

Recreation: -

Zoning: Albany-LI - Light Industrial

School District: 8JZ2 - Greater Albany

Std Land Use: MGOV - GOVERNMENTAL, PUBLIC

Improvement

Year Built: 1988

Bedrooms: 0

Landscaped: No

Bldg Type: 520 - Office -general

Stories: 1.00

Bathrooms: 0.00

Pool: No

Garage:

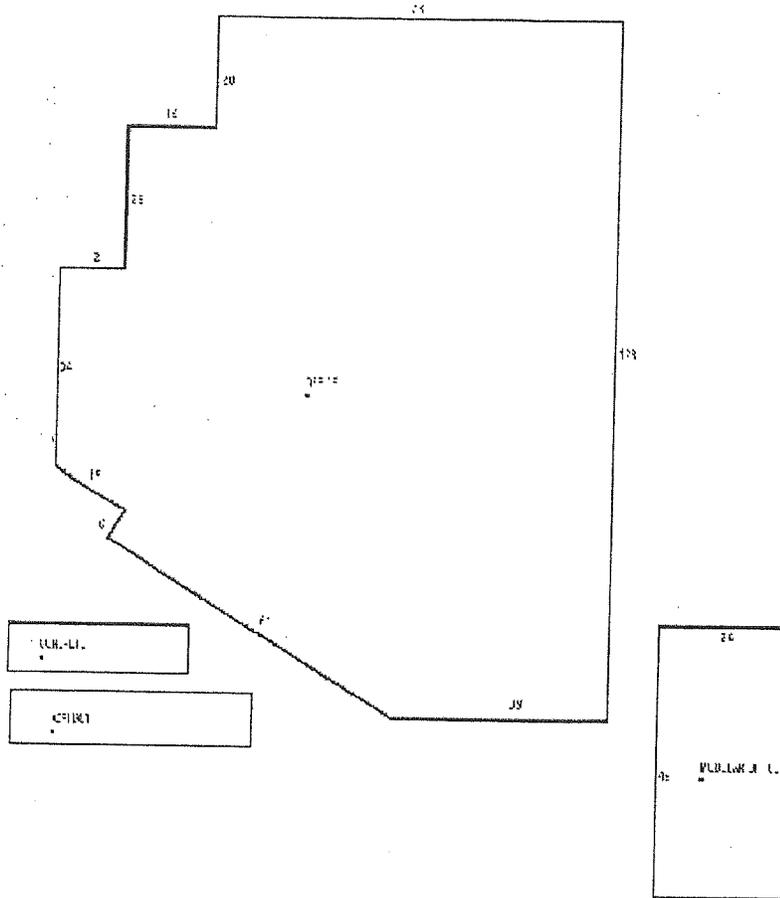
Finished Area: 0 Sq Ft

Fireplace: No

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Exhibit A
Page 1 of 5

WELDING DIAGRAM AND DIMENSIONS



Quantity	Dim	Part	Description	SqFt	Dimensions
1		01	CEMENT	10000	
1		02	CONCRETE	800	
1		03	MODULAR STEEL	150	

Exhibit A
 Page 2 of 5

C.S. 23819

PARTITION PLAT 2004 - 31

ALSO BEING A REPLAT OF LOTS 1 & 2 OF BLOCK 1 OF "WINONA PARK", LOCATED IN THE ABRAHAM HACKLEMAN D.L.C. No. 62, IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 11 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, CITY OF ALBANY, LINN COUNTY, OREGON

FOR: CITY OF ALBANY
DATE: MAY 20, 2004

REGISTERED PROFESSIONAL LAND SURVEYOR

DAVID L. MALONE, P.L.S.
DAVID L. MALONE
1523

DAVID L. MALONE, P.L.S.
DAVID L. MALONE, P.L.S.
COLE SURVEYING, INC.
6765 S.W. PHILOMATH BLVD.
CORVALLIS, OREGON 97333
(541) 929-5500

EXPIRES 12/31/2004

I, DAVID L. MALONE, HEREBY CERTIFY THAT THIS IS AN EXACT COPY OF THE ORIGINAL PARTITION PLAT.

Table with columns: C#, Radius, Delta, Length, Bearing, Chord. Row 1: C1, 45.00, 2621'00", 20.70, N 87°44'42" E, 20.51

SURVEYOR'S CERTIFICATE:

I, DAVID L. MALONE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OREGON, HEREBY CERTIFY THAT I HAVE CORRECTLY SURVEYED AND MARKED WITH PROPER MONUMENTS THE PARCEL SHOWN HEREON. THE EXTERIOR BOUNDARY OF THE PARTITION PLAT IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INITIAL POINT, A 5/8 INCH IRON ROD AT THE SOUTHWEST CORNER OF LOT 1 OF BLOCK 1 OF "WINONA PARK", A SUBDIVISION PLAT OF RECORD IN SECTION 7 OF TOWNSHIP 11 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, LINN COUNTY, OREGON, SAID IRON ROD BEING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF 13TH AVENUE AND THE EAST RIGHT-OF-WAY LINE OF JACKSON STREET AND BEING SOUTH 9°14'12" WEST 52.68 FEET FROM A 1/2 INCH IRON ROD INSIDE OF A 2-1/2 INCH IRON PIPE AT THE INITIAL POINT OF SAID "WINONA PARK"; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF JACKSON STREET NORTH 9°05'00" WEST 295.03 FEET TO A 1/2 INCH IRON ROD; THENCE NORTH 80°55'12" EAST 511.42 FEET TO A 5/8 INCH IRON ROD ON THE NORTHWESTERLY LINE OF "WINONA PARK"; THENCE ALONG SAID NORTHWESTERLY LINE OF "WINONA PARK" SOUTH 54°34'43" WEST 432.32 FEET TO A 1/2 INCH IRON ROD AT THE NORTHEAST CORNER OF LOT 2 OF BLOCK 1 OF "WINONA PARK"; THENCE SOUTH 9°30'15" EAST 103.39 FEET TO A 1/2 INCH IRON ROD AT THE SOUTHEAST CORNER OF SAID LOT 2, ALSO BEING ON THE AFOREMENTIONED NORTH RIGHT-OF-WAY LINE OF 13TH AVENUE; THENCE SOUTH 81°00'20" WEST 124.74 FEET TO THE POINT OF BEGINNING.

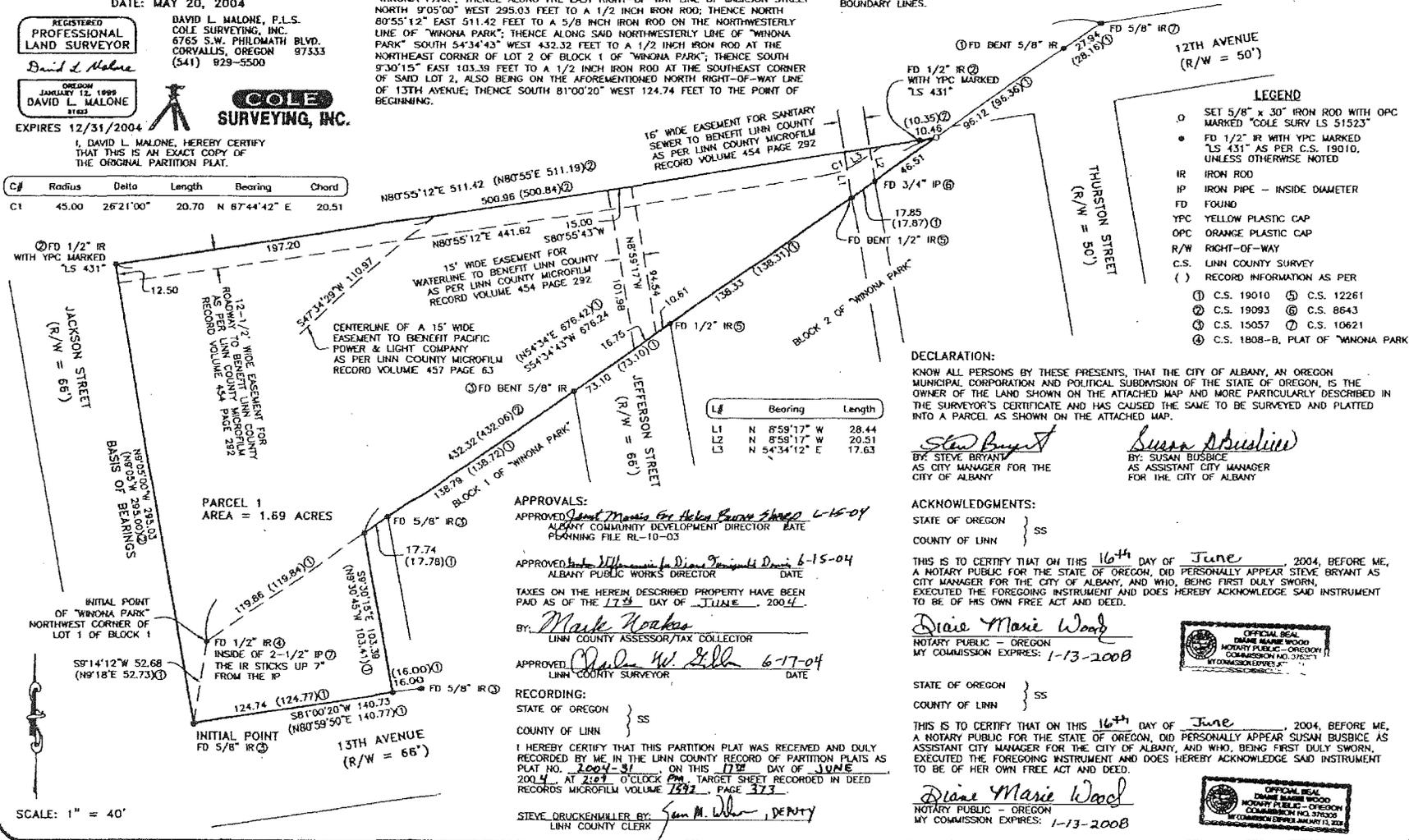
SURVEYOR'S NARRATIVE:

PURPOSE

THE PURPOSE OF THIS PARTITION PLAT IS TO MEET THE REQUIREMENTS OF THE CITY OF ALBANY COMMUNITY DEVELOPMENT PLANNING FILE RL-10-03 AND VACATE THE EXISTING LOT LINES WITHIN THE PROPERTY.

BOUNDARY DETERMINATION

THE BOUNDARY OF THE PROPERTY WAS HELD AS ESTABLISHED BY LINN COUNTY SURVEY 19093, USING THE 1/2" IRON ROD IN THE 2-1/2" IRON PIPE AT THE INITIAL POINT OF "WINONA PARK" AND THE 5/8" IRON ROD AT THE WESTERLY CORNER OF BLOCK 10 OF "WINONA PARK" TO ESTABLISH THE NORTHWESTERLY LINE OF "WINONA PARK". THE BEARINGS OF THE EASEMENTS HAVE BEEN ROTATED TO FIT THE BEARINGS OF THE BOUNDARY LINES.



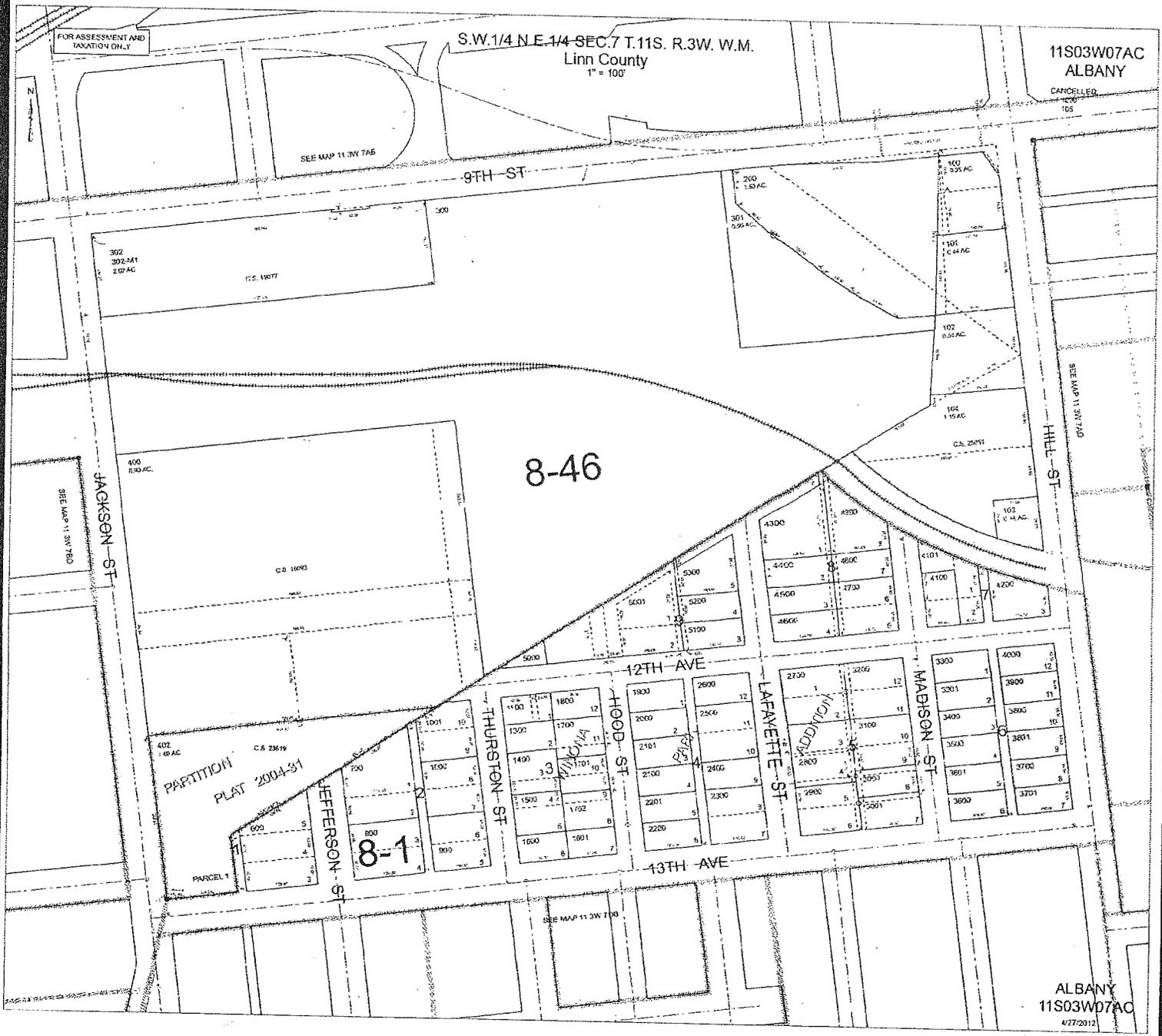
- LEGEND
O SET 5/8" x 30" IRON ROD WITH OPC MARKED "COLE SURV LS 51523"
FD 1/2" IR WITH YPC MARKED "LS 431" AS PER C.S. 19010, UNLESS OTHERWISE NOTED
IR IRON ROD
IP IRON PIPE - INSIDE DIAMETER
FD FOUND
YPC YELLOW PLASTIC CAP
OPC ORANGE PLASTIC CAP
R/W RIGHT-OF-WAY
C.S. LINN COUNTY SURVEY
() RECORD INFORMATION AS PER
1 C.S. 19010 5 C.S. 12261
2 C.S. 19093 6 C.S. 8643
3 C.S. 15057 7 C.S. 10621
4 C.S. 1808-B, PLAT OF "WINONA PARK"

DECLARATION: KNOW ALL PERSONS BY THESE PRESENTS, THAT THE CITY OF ALBANY, AN OREGON MUNICIPAL CORPORATION AND POLITICAL SUBDIVISION OF THE STATE OF OREGON, IS THE OWNER OF THE LAND SHOWN ON THE ATTACHED MAP AND MORE PARTICULARLY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED INTO A PARCEL AS SHOWN ON THE ATTACHED MAP.
BY: STEVE BRYANT, CITY MANAGER FOR THE CITY OF ALBANY
BY: SUSAN BUSBICE, ASSISTANT CITY MANAGER FOR THE CITY OF ALBANY

APPROVALS:
APPROVED: [Signature] DATE 6-15-04
ALBANY COMMUNITY DEVELOPMENT DIRECTOR
PLANNING FILE RL-10-03
APPROVED: [Signature] DATE 6-15-04
ALBANY PUBLIC WORKS DIRECTOR
TAXES ON THE HEREIN DESCRIBED PROPERTY HAVE BEEN PAID AS OF THE 17th DAY OF JUNE, 2004.
BY: [Signature] LINN COUNTY ASSESSOR/TAX COLLECTOR
APPROVED: [Signature] DATE 6-17-04
LINN COUNTY SURVEYOR
RECORDING:
STATE OF OREGON } SS
COUNTY OF LINN }
I HEREBY CERTIFY THAT THIS PARTITION PLAT WAS RECEIVED AND DULY RECORDED BY ME IN THE LINN COUNTY RECORD OF PARTITION PLATS AS PLAT NO. 2004-31 ON THIS 17th DAY OF JUNE 2004 AT 2:07 O'CLOCK PM. TARGET SHEET RECORDED IN DEED RECORDS MICROFILM VOLUME 7892, PAGE 373.
STEVE DRUCKENMUELLER BY: [Signature] LINN COUNTY CLERK

ACKNOWLEDGMENTS:
STATE OF OREGON } SS
COUNTY OF LINN }
THIS IS TO CERTIFY THAT ON THIS 16th DAY OF June, 2004, BEFORE ME, A NOTARY PUBLIC FOR THE STATE OF OREGON, DID PERSONALLY APPEAR STEVE BRYANT AS CITY MANAGER FOR THE CITY OF ALBANY, AND WHO, BEING FIRST DULY SWORN, EXECUTED THE FOREGOING INSTRUMENT AND DOES HEREBY ACKNOWLEDGE SAID INSTRUMENT TO BE OF HIS OWN FREE ACT AND DEED.
Diane Marie Wood
NOTARY PUBLIC - OREGON
MY COMMISSION EXPIRES: 1-13-2008
STATE OF OREGON } SS
COUNTY OF LINN }
THIS IS TO CERTIFY THAT ON THIS 16th DAY OF June, 2004, BEFORE ME, A NOTARY PUBLIC FOR THE STATE OF OREGON, DID PERSONALLY APPEAR SUSAN BUSBICE AS ASSISTANT CITY MANAGER FOR THE CITY OF ALBANY, AND WHO, BEING FIRST DULY SWORN, EXECUTED THE FOREGOING INSTRUMENT AND DOES HEREBY ACKNOWLEDGE SAID INSTRUMENT TO BE OF HER OWN FREE ACT AND DEED.
Diane Marie Wood
NOTARY PUBLIC - OREGON
MY COMMISSION EXPIRES: 1-13-2008

EXHIBIT A Page 3 of 5



FOR ASSESSMENT AND TAXATION ONLY

S.W. 1/4 N.E. 1/4 SEC. 7 T. 11S. R. 3W. W.M.
Linn County
1" = 100'

11S03W07AC
ALBANY

CANCELLED
1100
105

SEE MAP 11.3W.7A5

9TH ST

302
302-M1
2.07 AC

C.S. 1877

200
1.87 AC

301
2.94 AC

100
2.35 AC

101
1.44 AC

102
0.34 AC

103
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C.S. 2841

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140
1.15 AC

SEE MAP 11.3W.7A5

HILL ST

8-46

SEE MAP 11.3W.7B3

JACKSON ST

400
6.30 AC

C.S. 1882

12TH AVE

HOOD ST

THURSTON ST

JEFFERSON ST

13TH AVE

LAFAYETTE ST

MADISON ST

PARTITION
PLAT 2004-31

PARCEL 1

8-1

SEE MAP 11.3W.7A3

ALBANY
11S03W07AC

4/17/2012



Sheet A
Page 5 of 5

Linn County Parcel Information



Parcel Information

Parcel #: 0831445

Tax Lot: 11S03W04D00104

Site Address: 3800 Knox Butte Rd E
Albany OR 97322

Owner: Albany City Of
PO Box 490
Albany OR 97321

Twn/ Range/ Section: T: 11S R: 03W S: 04 Q: SE

Parcel Size: 4.92 Acres (214,315 Sq Ft)

Plat/ Subdivision: No 1995-65

Lot:

Block:

Census Tract/ Block: 020100/1085

Levy Code Area: 00801

Levy Rate: 19.4791

Market Value Land: \$511,780

Market Value Impr: \$1,040,160

Market Value Total: \$1,551,940

Assessed Value: \$1,551,940

Tax Information

Tax Year	Annual Tax
2015	\$0.00
2014	\$0.00
2013	\$0.00

Legal

Land

Land Use: 301 - COUNTY RESP INDUSTRIAL, LAND & B

Watershed: Muddy Creek-Willamette River

Recreation: -

Zoning: Albany-LI - Light Industrial

School District: 8JZ5 - Greater Albany

Std Land Use: MGOV - GOVERNMENTAL, PUBLIC

Improvement

Year Built: 0

Bedrooms: 0

Landscaped: No

Bldg Type: 500 - Commercial Other Improvements

Stories: 1.00

Garage:

Bathrooms: 0.00

Finished Area: 0 Sq Ft

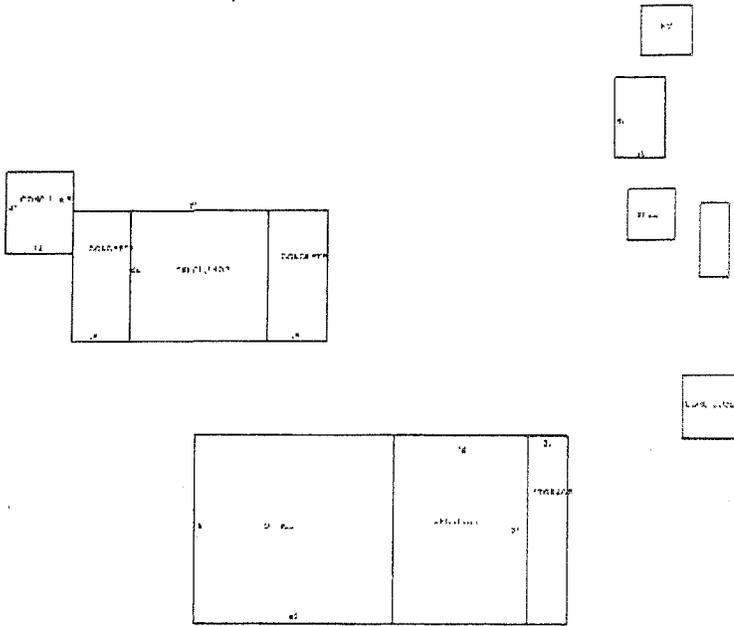
Pool: No

Fireplace: No

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Exhibit B
Page 1 of 4

BUILDING DIAGRAM AND OUTBUILDINGS



Appraiser DE	Date REVISION	Udgr	Description	Sq-ft	Dimension

Exhibit B
 Page 2 of 4

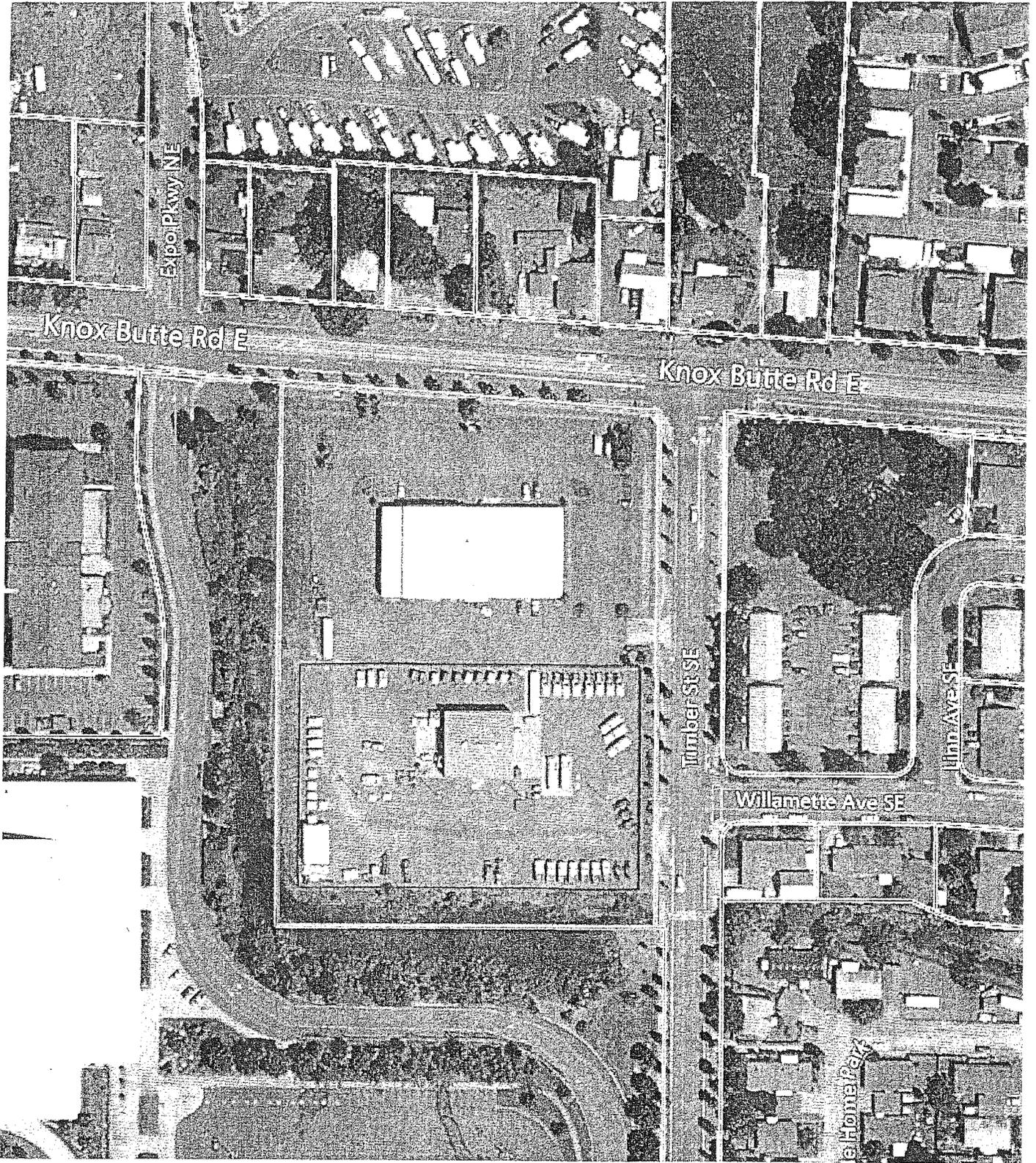


Exhibit B
Page 4 of 4

LEASE AGREEMENT

Between: Linn County ("Landlord")
A Political Subdivision of the State of Oregon
300 S.W. 4th Ave, P.O. Box 100
Albany, Oregon 97321

And: City of Albany ("Tenant")
333 Broadalbin Street, SW
Albany, Oregon 97321

Landlord leases to Tenant and Tenant leases from Landlord the property described in the following Section 1 (the "Premises") on the terms and conditions stated below:

Section 1: Lease Terms

1.1 Date of Lease: For a fixed period beginning on the date last set forth below and ending on January 1, 2018.

1.2 Tenant: City of Albany

Premises Address: 1117 SE Jackson St.
Albany, Oregon 97322

Notice Address: Same as Above

1.3 Landlord: Linn County, A Political Subdivision of the State of Oregon
Attn: Administrative Officer
Notice Address: 300 S.W. 4th Ave., P.O. Box 100
Albany, Oregon 97321

1.4 Premises: Located on certain real property in Albany, Oregon (the "Land"), with a street address of 1117 SE Jackson St., Albany, OR 97322 ("the Building").

1.5 Premises Leased Area: Approximately 10,323 square feet. Additionally, the modular office structure contains approximately 1,152 square feet.

1.6 Permitted Use of Premises: Tenant may use the Premises for Tenant's current use as the City of Albany Police Station.

1.7 Common Areas: All areas and facilities outside the Premises and within the Land for the nonexclusive use of Landlord, Tenant, and other tenants of the Building and their respective employees, guests, and invitees.

1.8 Initial Term of Lease:
Lease Commencement Date: Date last set forth below
Lease Expiration Date: January 1, 2018

Section 2. Lease of Premises

2.1 Lease. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises.

2.2 Term. The Initial Term of this Lease is set forth in Section 1.8 above.

2.3 Common Areas. Tenant will have the *exclusive* right to use the Common Areas. Common Areas include portions of the Building used in common, including, but not limited to, lobby areas, building corridors, fire vestibules, foyers, common restrooms, janitor's closets, loading docks, and other similar facilities.

2.4 Parking. During the term of this Lease, Landlord will make available to Tenant and Tenant's employees sufficient parking space(s), if any, in the closest parking areas servicing the Building.

Section 3. Use of Premises

3.1 Permitted Use. Tenant may continue to use the Premises without any modifications for Tenants current use as the City of Albany police station.

3.2 Equipment. Tenant will install only such equipment in the Premises as is customary for the Permitted Use and will not overload the floors or electrical circuits of the Premises or Building or change the wiring or plumbing of the Building or Premises. Any equipment, cables, wiring, conduit, additional dedicated circuits, and any additional air conditioning required because of any such equipment installed by Tenant will be installed, maintained, and operated at Tenant's sole expense and in accordance with Landlord's requirements.

3.3 Compliance with Laws. Landlord warrants that to the best of its knowledge, as of the Lease Commencement Date, the Premises and the Building comply with all applicable laws, statutes, ordinances, rules, and regulations of any public authority (the "Laws"). As of the Lease Commencement Date, Tenant will at its expense promptly comply and cause the Premises to comply with all Laws applicable to Tenant's particular use of the Premises (as opposed to those Laws applicable generally to office uses).

3.3.1 ADA Law Compliance. Landlord and Tenant acknowledge that the provisions of the Americans with Disabilities Act (the "ADA") allow allocation of responsibility for compliance with the terms and conditions of the ADA in this Lease. Responsibility for compliance with the ADA is allocated as set forth in this Section. Tenant is responsible for compliance with the applicable provisions of the ADA with respect to all improvements within the Premises, except that Landlord represents that any improvements designed by Landlord's office planner and installed by Landlord or its contractors under this Lease will conform to the requirements of the ADA Compliance Guidelines in effect as of the date of substantial completion of the work. Landlord is responsible for compliance with the provisions of Title III of the ADA with respect to the exterior of the Building and the Land including sidewalks and

walkways and the like, together with all entrances, lobbies, elevators, common restrooms, and the other common areas of the Building. Neither Landlord nor Tenant is obligated to supervise, monitor, or otherwise review the compliance activities of the other. References in this Lease to "Laws" are deemed to include the ADA.

3.3.2 Indemnity Regarding Legal Violations. Tenant will indemnify and hold harmless Landlord and its respective partners, directors, officers, Board of Commissioners, agents, and employees from and against any and all claims arising from or in connection with the violation of Laws including but not limited to the ADA, occurring in, at, or about the Building and the Land due to the acts or omissions of Tenant or its partners, directors, officers, agents, and employees, together with all costs, expenses, and liabilities incurred or in connection with each such claim, action, proceeding, or appeal, including, without limitation, all attorney fees and expenses. Landlord will indemnify and hold harmless Tenant and its partners, directors, officers, agents, and employees from and against any and all claims arising from or in connection with the violation of Laws, including but not limited to the ADA, occurring in, at, or about the Building and the Land due to the acts or omissions of Landlord or its partners, directors, officers, agents, and employees, together with all costs, expenses, and liabilities incurred or in connection with each such claim, action, proceeding, or appeal, including, without limitation, all attorney fees and expenses.

Section 4. Maintenance and Repair

4.1 Landlord Repairs. Tenant will repair, maintain, and/or replace, where necessary, the Common Areas and the roof, foundation, exterior walls, interior structural walls, all structural components, parking areas, and all systems such as mechanical, electrical, HVAC, and plumbing systems of or in the Building and the Premises. Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense and collect that cost from Landlord.

4.2 Tenant's Repairs. Tenant will:

- (a) maintain all portions of the Premises and fixtures situated within the Premises in good order and repair;
- (b) maintain, repair, and replace, if necessary, all special equipment and decorative treatments installed by or at Tenant's request and that serve the Premises only;
- (c) make all necessary repairs and replacements to all portions of the Premises and pay Landlord for the repairs or replacements to the Building if any such repairs or replacements are needed because of Tenant's misuse or primary negligence; and
- (d) not commit waste to the Premises, Building, Common Areas, or Property.

If Tenant fails to perform Tenant's obligations under this Section or under any other Section of this Lease, after ten (10) business days' prior written notice to Tenant, except in an emergency when no notice will be required, Landlord may enter the Premises, perform the obligations on Tenant's behalf, and recover the cost of performance, together with interest at the rate of nine percent (9%) per annum.

4.3 Costs of Repair. Tenant will reimburse Landlord upon demand for the cost of repair incurred by Landlord for damage caused by the negligent or intentional acts or any breach of this Lease by Tenant, its employees, contractors, agents, or invitees.

Section 5. Alterations

5.1 Alterations by Landlord. As long as the modification, alteration, or change does not materially interfere with the operation by Tenant of its business in the Premises, Landlord may modify, alter, or change any improvements in the Building, the parking area, and other Common Areas.

5.2 Alterations by Tenant. Tenant will not make any alterations, additions, or improvements to the Premises or the Building that require a local government building permit, modify the color of the interior of the Premises, or install any wall or floor covering therein without obtaining Landlord's prior written consent, which consent Landlord may withhold in Landlord's sole discretion. If Landlord consents in writing to any proposed alteration of the Premises, Tenant will (i) contract only with a Landlord-approved contractor for the performance of the alterations, (ii) obtain all necessary governmental permits and approvals and deliver copies thereof to Landlord, and (iii) cause all alterations to be completed in compliance with Landlord-approved plans and specifications with all due diligence. All alterations will be performed in a manner so as to minimize any interference with the quiet enjoyment of other occupants of the Building. Except for removable machinery and unattached movable trade fixtures, all improvements, alterations, wiring, cables, or conduit installed by Tenant will immediately become part of the Premises, with title vested in Landlord. Landlord may require that Tenant remove any such improvements, alterations, wiring, cables, or conduit installed by or for Tenant and restore the Premises to good condition and repair upon expiration or earlier termination of this Lease. Any contractor used by Tenant for any work in the Premises will be subject to review and approval by Landlord, and Landlord may post notices of non-responsibility in connection with any work being performed in the Premises by or at the request of Tenant. All work in the Premises by or at Tenant's request must comply with all applicable Laws. Tenant will not permit any liens to attach to the Building or Tenant's interest in the Premises as a result of any work performed by or at Tenant's request.

Section 6. Utilities and Services

6.1 General. Tenant will furnish water and electricity to the Building at all times and will furnish heat, ventilation, and air conditioning, at Building standard levels consistent with general office use, during the normal Building hours as reasonably established by Landlord. Tenant shall provide janitorial services with a vendor of their choice (including supplies), phone and internet services for its Leased Premises as designated in Section 1.5.

Tenant will furnish the Premises with (1) electricity for lighting and the operation of office machines (electrical service furnished will be 110 volts unless different service already exists in the Premises); (2) heat and air conditioning reasonably required for the comfortable occupation of the Premises during normal business hours and weekend use, (3) light bulb replacement (for Building standard lights); (4) interior and exterior window washing with reasonable frequency; (5) Common Area cleaning services, with reasonable frequency, including the parking lots and landscaped areas; and (6) Snow Removal in parking lots. The term *normal business hours* means 7 a.m. to 6 p.m. on Monday through Friday, except holidays. The term *holidays* means New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and such other national holidays as may be established by the United States government or State of Oregon.

Unless caused by the negligence or intentional misconduct of Landlord, interruption of any service or utility will not render Landlord liable to Tenant for damages, relieve Tenant from performance of Tenant's obligations under this Lease, or be deemed an eviction or disturbance of Tenant's use and possession of the Premises.

6.2 Security. Landlord may, but will have no obligation to, provide security service or adopt any security measure concerning the Premises and the Building, and Tenant will abide by all reasonable security measures adopted by Landlord.

Section 7. Insurance

Tenant, at its expense, will maintain at all times during the Term of this Lease, commercial general liability insurance in respect of the Premises and the conduct or operation of business therein, naming Landlord and its managing agent, if any, as additional insureds, with a combined single limit of not less than the limits of liability under the Oregon Tort Claims Act, ORS 30.260-30.300. All such insurance will insure the performance by Tenant of the indemnity agreement with regard to liability for bodily injury to, illness of, or death of persons and damage to property set forth in this Lease. Tenant will deliver to Landlord and any additional insured the fully paid-for policies or certificates of insurance, in form reasonably satisfactory to Landlord, issued by the insurance company or its authorized agent, at least ten (10) days before the Lease Commencement Date. Tenant will procure and pay for renewals of the insurance from time to time before the expiration thereof, and Tenant will deliver to Landlord and any additional insured the renewal policy at least thirty (30) days before the expiration of any existing policy. All the policies will contain a provision prohibiting cancellation or modification unless Landlord and any additional insured are given at least thirty (30) days prior written notice of the cancellation or modification. All insurance policies required to be carried by Tenant hereunder will be issued by responsible insurance companies authorized to issue insurance in the State of Oregon.

Section 8. Indemnity

8.1 By Tenant. Tenant will indemnify, defend, and hold harmless Landlord and its managing agents, Board of Commissioners, and employees from any claim, liability, damage, or loss, or any cost or expense in connection therewith (including reasonable attorney fees), whether suffered directly or from a third-party claim arising out of (a) any damage to any person or property occurring in, on, or about the Premises, the Building, or the Property, (b) use by Tenant or its agents, invitees, or contractors of the Common Area and the Premises, and/or (c) Tenant's breach or violation of any term of this Lease.

Section 9. Fire or Casualty

9.1 Major Damage. In case of Major Damage, Landlord or Tenant may elect to terminate this Lease by notice in writing to the other party within thirty (30) days after the date of the Major Damage. *Major Damage* means damage by fire or other casualty to the Building or the Premises (i) that causes the Premises or any substantial portion of the Building to be unusable, (ii) the repair of which will cost more than twenty-five percent (25%) of the replacement value of the Building, or (iii) that is not required under this Lease to be covered by insurance. If neither Landlord nor Tenant terminates this Lease after any Major Damage, or if damage occurs to the Building or Premises that is not Major Damage, Landlord will promptly restore the Premises to the condition existing immediately before the damage, and this Lease will

continue in full force and effect. In the event of any damage to the Building or Premises from a fire or other casualty, Tenant will promptly repair and restore all tenant improvements or alterations installed or paid for by Tenant or pay the cost of the restoration to Landlord if Landlord performs the restoration.

9.2 Waiver of Subrogation. Both parties will secure an appropriate clause in, or an endorsement on, each property insurance policy obtained by it and covering or applicable to the Premises or the personal property, fixtures, and equipment located therein or thereon, under which the insurance company waives subrogation or permits the insured, before any loss, to agree with a third party to waive any claim it might have against the third party without invalidating the coverage under the insurance policy. The waiver of subrogation or permission for waiver of any claim will extend to the parties and their respective agents and employees. Each party releases the other and its agents and employees in respect of any claim (including a claim for negligence) that it might otherwise have against the other party or its agents or employees for loss, damage, or other casualty (including rental value or business interest, as the case may be) occurring during the Term of this Lease and normally covered under a special form property insurance policy in the form normally used in respect of similar property in Albany, Oregon.

Section 10. Assignment and Subletting

Tenant will not assign, transfer, or encumber its interest under this Lease or sublet all or any portion of the Premises. Tenant will not sell, assign, sublet, or otherwise transfer by operation of law or otherwise this Lease or any interest in this Lease or any portion of the Premises, nor will Tenant encumber or permit any lien to be placed on the Tenant's interest in this Lease or the Premises, voluntarily or by operation of law. Any change or changes in the aggregate of 50% of the ownership of a company, corporation, partnership, or other entity that is the Tenant will be deemed a transfer of this Lease. Any sale, assignment, encumbrance, subletting, occupation, lien, or other transfer of this Lease that does not comply with the provisions of this Section 10 will be void.

Section 11. Default

11.1 Events of Default. Each of the following is an Event of Default by Tenant under this Lease:

11.1.1 Failure by Tenant to comply with any other obligation of this Lease within twenty (20) days following written notice from Landlord specifying the failure (except in the case of emergency, in which event Landlord will be required to give only such notice as is reasonable under the circumstances); however, if the nature of Tenant's default requires more than twenty (20) days to correct, Tenant will not be deemed in default of this Lease as long as Tenant commences the cure of the failure within the twenty (20)-day period and thereafter proceeds in good faith and with all diligence to complete the cure as soon as possible but in no event later than ninety (90) days after the date of Landlord's notice of default.

11.1.2 Tenant's abandonment of the Premises or failure by Tenant to occupy the Premises within twenty (20) days after notice from Landlord.

11.1.3 Assignment or subletting by Tenant in violation of Section 10.

11.1.4 Tenant's insolvency, business failure, or assignment for the benefit of its creditors. Tenant's commencement of proceedings under any provision of any bankruptcy or insolvency law or failure to obtain dismissal of any petition filed against it under such laws within the time required to answer, or the appointment of a receiver for all or any portion of Tenant's properties or financial records, also constitutes an Event of Default.

11.2 Remedies for Default. Upon the occurrence of an Event of Default described in this Section 11, Landlord may exercise the following remedies as well as any other remedies at law or in equity, by statute or as set forth in this Lease:

11.2.1 Subject to Section 14, Landlord may terminate this Lease, reserving all rights to damages resulting from Tenant's breach. Whether or not Landlord terminates this Lease, Landlord may retake possession of the Premises by any legal means including self-help and any relet or use of the Premises by Landlord will not be deemed a surrender or waiver of Landlord's right to damages. If Landlord retakes possession of the Premises, Landlord's mitigation efforts will be deemed sufficient if Landlord follows standard procedures otherwise used by Landlord for locating tenants for the Building and otherwise complies with applicable Law.

11.3 Landlord's Right to Cure Default. Landlord may, but will not be obligated to, make any payment or perform any obligation under this Lease that Tenant has failed to perform, as and when required hereunder. Tenant will pay Landlord for all expenditures and costs incurred by Landlord in performing any obligation of Tenant, upon demand, with interest thereon at the rate of nine percent (9%) per annum, but in no event at a rate in excess of that allowed by Law. Landlord's right to cure any Tenant default is for the sole protection of Landlord and in no event will Tenant be released from any obligation to perform all of Tenant's obligations and covenants under this Lease, and the contents of this Section will not be deemed a waiver by Landlord of any other right that Landlord may have arising from any default of this Lease by Tenant, whether or not Landlord exercises its rights under this Section.

11.4 Landlord's Default. Landlord will not be deemed to be in default of the performance of any obligation required to be performed by Landlord hereunder unless and until Landlord fails to perform the obligation within twenty (20) days after written notice by Tenant to Landlord specifying the nature of Landlord's alleged default; however, if the nature of Landlord's alleged default is such that more than twenty (20) days are required for its cure, then Landlord will not be deemed to be in default if Landlord commences performance within the twenty (20)-day period and thereafter diligently prosecutes the same to completion. In the event of any default by Landlord, Tenant may exercise any and all rights and remedies available at law or in equity.

Section 12. Notices

All notices, demands, consents, approvals, and other communications provided for herein will be invalid unless set forth in a writing and delivered by facsimile transmission, overnight air courier, personal delivery, or registered or certified U.S. mail with return receipt requested to the appropriate party at its address as set forth in Section 1.2 for Tenant and Section 1.3 for Landlord.

Addresses for notices may be changed from time to time by written notice to all other parties. Any communication given by facsimile transmission must be confirmed within forty-eight (48) hours by overnight air courier. If any communication is given by mail, it will be effective upon the earlier of (a) forty-eight (48) hours after deposit in the U.S. mail, with postage prepaid, or (b) actual receipt, as indicated by the return receipt; if given by facsimile, when sent; and if given by personal delivery or by overnight air courier, when delivered.

Section 13. Nonrecourse Lease

Tenant will look only to Landlord's estate and property in the Land and the Building (or the proceeds thereof) for the satisfaction of Tenant's remedies, including the collection of an arbitration award, a judgment, or another judicial process requiring the payment of money by Landlord in the event of any default by Landlord hereunder, and no other property or assets of Landlord or its partners or principals, disclosed or undisclosed, will be subject to levy, execution, or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Lease, the relationship of Landlord and Tenant hereunder, or Tenant's use or occupancy of the Premises.

Section 14. Termination of Lease

14.1 Notwithstanding any other provision of this Lease, Tenant may terminate this Lease upon thirty (30) days written notice to Landlord.

Section 15. Surrender; Holdover

Upon expiration or earlier termination of this Lease, Tenant will surrender the Premises and, at Landlord's option, all improvements and alterations therein, vacuumed, swept, and free of debris and in good and serviceable condition, subject to ordinary wear and tear. Tenant will remove all of its personal property and any conduits, wiring, cables, or alterations if required by this Lease and will repair all damage to the Premises and the Building resulting from that removal. If Tenant fails to remove any such personal property or alterations, those items will be deemed abandoned, and Landlord may remove or dispose of the items without liability to Tenant or others. Upon demand, Tenant will reimburse Landlord for the cost of such removal.

If Tenant fails to surrender the Premises and remove all its personal property as set forth herein, Landlord may charge Tenant rent for any holdover period in amount mutually agreed upon by both parties.

Section 16. Attorney Fees

If suit or action is instituted in connection with any controversy arising out of this Lease, including any bankruptcy proceeding and arbitration proceeding, the prevailing party will be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney fees at trial and on all appeals or petitions for review arising out of the suit or action. If Landlord engages a collection agency to pursue any delinquent amounts owed by Tenant, Tenant will pay all collection agency fees charged to Landlord, in addition to all other amounts payable under this Lease.

Section 17. Estoppel

At any time and from time to time upon not less than ten (10) day's prior notice from either party, the other party will execute, acknowledge, and deliver to the requesting party a certificate certifying that this Lease is in full force and effect and unmodified or, if there are any modifications, that the Lease is in full force and effect as modified; that Tenant is in possession of the Premises; and such other matters as may be reasonably requested.

Section 18. Quiet Enjoyment

Landlord warrants that as long as Tenant complies with all terms of this Lease, Tenant will have quiet and peaceful possession of the Premises free of disturbance by Landlord or others claiming by or through Landlord.

Section 19. Force Majeure

If the performance by either party of any provision of this Lease is prevented or delayed by any strikes, lockouts, labor disputes, acts of God, government actions, civil commotions, fire or other casualty, or other causes beyond the reasonable control of the party from whom performance is required, the party will be excused from such performance for the period of time equal to the time of that prevention or delay up to a maximum of 180 days.

Section 20. Governing Law

This Lease will be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Oregon (without reference to the choice-of-law provisions of Oregon law). Regarding matters of law concerning the internal corporate affairs of any corporate entity that is a party to or the subject of this Lease, the law of the jurisdiction under which the entity derives its powers will govern.

Section 21. Nonwaiver

No delay by either party in promptly enforcing any right or remedy set forth in this Lease will be deemed a waiver thereof, and that right or remedy may be asserted at any time after the delaying party becomes entitled to the benefit of the right or remedy notwithstanding the delay.

Section 22. Captions

The Section headings of this Lease are for descriptive purposes only and in no way define, limit, or describe the scope, intent, or meaning of this Lease.

Section 23. Consent

Except where otherwise specifically provided in this Lease to the contrary, whenever a party's consent is required under this Lease, the party will not unreasonably withhold its consent.

Section 24. Time of the Essence and Holidays

Time is of the essence of each and every provision hereof. If the final date of any period of time set forth herein occurs on a Saturday, Sunday, or legal holiday, then the expiration of the period of time will be postponed to the next day that is not a Saturday, Sunday, or legal holiday.

Section 25. Complete Agreement; No Implied Covenants

This Lease and the attached Exhibits and schedules, if any, contain the entire agreement of the Landlord and Tenant concerning the Premises, Building, Common Areas, and Land, and all prior written and oral agreements and representations between the parties are void. Landlord and Tenant agree that there are no implied covenants or other agreements between the parties except as expressly set forth in this Lease. Neither Landlord nor Tenant is relying on any representations of the other party except those expressly set forth herein.

25.1 Memorandum of Lease. Tenant may record a Memorandum of Lease in the Linn County real property records, in a form agreed to by Tenant and Landlord, and executed by an authorized representative of Landlord. Agreement between Tenant and Landlord as to the form of the Memorandum of Lease shall not be unreasonably withheld. Tenant shall draft a Memorandum of Lease if Tenant chooses to record, at no cost to Landlord.

Section 26. Successors

This Lease will bind and inure to the benefit of the parties, their respective heirs, successors, and permitted assigns.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Lease:

LANDLORD: LINN COUNTY

TENANT: CITY OF ALBANY



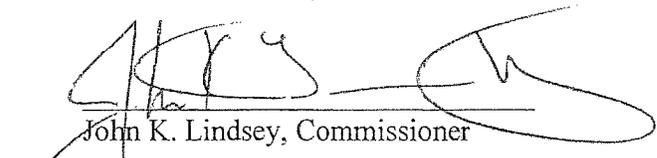
Roger Nyquist, Chairman

Wes Hare, City Manager



William C. Tucker, Commissioner

Date: _____



John K. Lindsey, Commissioner

Date: 4-19-2016

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 5869 IN ITS ENTIRETY AND DECLARING AN EMERGENCY.

WHEREAS, the City Council adopted Ordinance No. 5869 on April 13, 2016, to be transparent about stormwater system needs and process; and

WHEREAS, on April 19, 2016, a Referendum Petition was filed regarding Ordinance No. 5869, and designated RP-2016-01; and

WHEREAS, the pending Referendum Petition restricts communication about stormwater system needs and costs; and

WHEREAS, the City Council prefers to be transparent and share information publicly without restriction; and

WHEREAS, repealing Ordinance No. 5869 allows City of Albany staff to communicate with Council and the public about stormwater system needs and costs.

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

Section One: The City Council hereby repeals Ordinance No. 5869.

Section Two: Emergency Clause. 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 Clerk

CITY OF ALBANY
 CITY COUNCIL
 Council Chambers
 Wednesday, March 9, 2016
 7:15 p.m.

MINUTES

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE TO THE FLAG

Konopa led the pledge of allegiance to the flag.

ROLL CALL

Councilors present: Mayor Sharon Konopa and Councilors Rich Kellum, Bill Coburn, Bessie Johnson, Ray Kopczynski, Dick Olsen, and Floyd Collins.

Councilors absent: None.

SCHEDULED BUSINESS

SPECIAL PRESENTATION

APD Employee of the Year Awards.

Police Chief Mario Lattanzio presented two awards.

Police Clerk Tim Sheridan was awarded the Albany Police Department (APD) Civilian Employee of the Year Award. Lattanzio read from a staff report dated October 5, 2015 (see agenda file). Sheridan has been a Records Clerk for ten years. Lattanzio said Sheridan provides excellent customer service to the public and staff in overseeing records, fleet management, and front counter service. Sheridan is dedicated, works hard, and maintains a positive attitude, which is much appreciated. He is a team player and a great asset to APD.

Lattanzio presented Sheridan with a plaque and a certificate.

Sergeant Robert Hayes was awarded the APD Sworn Employee of the Year Award. Lattanzio read from a summary (see agenda file). Lattanzio said Hayes leads by example, conducts training at APD and other agencies, and is recognized across the state of Oregon for his training and leadership skills. Hayes provides guidance with policies and procedures to fellow employees and facilitates changes in performance. Hayes works to build great team unity and evenly distributes calls for service. He is a motivator to other employees.

Lattanzio presented Hayes with a plaque and a certificate.

Konopa said the Council is very proud of its APD employees. They do outstanding work.

SCHEDULED BUSINESS

Communication

Report from the Albany Visitors Association (AVA) on its trade show work.

AVA Executive Director Jimmie Lucht distributed the "AVA 2015 Report" (see agenda file). Lucht described the three travel trade shows AVA staff attended. The first was the American Bus Association, in Louisville, Kentucky. They had 52 appointments there; Lucht described appointments as akin to speed-dating, whereby they get 7-10 minutes with "buyers" to describe what Albany has to offer. Usually a city the size of Albany would get about 30 appointments, but they had several buyers who requested appointments with Albany. Lucht said, this is a good sign that they are interested in Albany.

Lucht said the AVA also attended a National Tour Association in Atlanta, where they had 26 appointments. There were over 30 people from Oregon at the event.

Lucht said the third event was the Select Travel Show in Little Rock, Arkansas. It was for travel program directors and the AVA had 26 appointments. So overall, they had over 100 appointments. In the next few months, the AVA will be contacting the tour operators two-five times.

Lucht said that over the last few years, they've seen eight to ten tour groups come to Albany due to these contacts. The AVA doesn't always know when groups come; for example, the Carousel said they had 86 busloads in one

year, or 5,000 people visiting. The AVA will be setting up a database and working with the Carousel, the Montieth House, and the museums to track who is coming and what they are coming to see in Albany.

Lucht said there was one tour operator that brought two busses, over 90 people, to stay one night in Albany on the way to Washington and they stayed a second night on their way back. The trip alone benefited Albany hotel stays and 180 meals.

Lucht said Travel Oregon Commission was in Albany on February 22-23, 2016. The group met at the Main Library for training, then went on a tour, had a reception at the Carousel, and had dinner at Sybaris. The next day they met at the Expo Center, went to the Regional Museum, and were catered by BoMacks. Lucht said, Albany has set the bar high.

Lucht described some upcoming events. Spotlight on the Northwest will be in Albany in September, bringing about 50 tour operators for three days and nights. The AVA has made a bid for the T2017 Travel and Words Conference, which would bring 30-50 travel writers to stay for two to three nights. Albany will be the post-conference event for the Food Works Conference in Portland, spending two to three days looking at Albany's wines and microbrews. On August 21, 2017, there will be a solar eclipse. People from as far away as Europe are looking for place to stay, and Albany is a prime location since it is right on the path. Lucht sent Travel Oregon contact information to send on to those tourists. In July 2018, the NW Tandem Bike Rally will bring about 400 bikes with 800 people to stay five or so nights.

Lucht said that every year the Governors Conference meets and Lucht is trying to draw them to Albany in 2017, since the Carousel building would be complete and could host a reception.

Discussion followed about the solar eclipse. It will hit the continent in Newport first, and Albany is in its path.

Lucht submitted his March 9, 2016, AVA Report (see agenda file).

Business from the Public

There was no business from the public.

Second Reading of Ordinance

Amending AMC Chapter 6.10, Keeping of animals, to allow Albany residents to temporarily keep juvenile swine.

City Attorney Sean Kidd read for the second time in title only: AN ORDINANCE AMENDING AMC CHAPTER 6.10, KEEPING OF ANIMALS, TO ALLOW ALBANY RESIDENTS TO TEMPORARILY KEEP JUVENILE SWINE AND DECLARING AN EMERGENCY.

MOTION: Councilor Floyd Collins moved to adopt the ordinance and Councilor Dick Olsen seconded it.

Councilor Rich Kellum said he had no issue with the emergency clause.

VOTE: A vote was taken on the motion and it passed 6-0 and was designated Ordinance. No. 5868.

Adoption of Resolution

Adopting a new fines and fees schedule for the Albany Public Library and repealing Resolution No. 5800.

City Manager Wes Hare said this is not an increase, but rather it raises the threshold for when patrons can check out books if they have an outstanding balance.

MOTION: Collins moved to adopt the resolution and Councilor Ray Kopczynski seconded the motion. The motion passed 6-0 and was designated Resolution No. 6485.

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.

RES. NO. 6486

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.

RES. NO. 6487

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

Award of Bid

City property mowing contract.

Kopczynski said that the staff report noted that the bidding was very close. Parks & Recreation Director Ed Gallagher said the two lowest were very close to each other on the base bid, which is the foundation for the bid award. There were other add-ons. This is a straight forward bid. Discussion followed.

MOTION: Councilor Bessie Johnson moved to award the contract for mowing services to Chorak Mowing. Kopczynski seconded the motion and it passed 6-0.

Appointments

Appointing Larry Preston to the Building Board of Appeals.

MOTION: Kopczynski moved to approve the appointment and Collins seconded it. The motion passed 6-0.

Appointing Karen Cardosa to the Community Development Commission as the housing representative.

MOTION: Collins moved to approve the appointment and Kopczynski seconded it. The motion passed 6-0.

Reports

Notice of emergency measure to be authorized by City Manager for a temporary fire station.

Hare said, we have known we would need an alternate location for a fire station while the old station was being demolished. This building just became available and will work for the project. Hare said, we did a survey of the neighbors, and there are no complaints or problems with the relocation. Community Development said this is an acceptable use so they don't have to go through the site plan review process. The fire crews will respond from this location.

None of the Councilors expressed concerns.

East I-5 development.

Public Works Engineering and Community Development Director Jeff Blaine said that what is driving this item is the Somerset subdivision proposed by Myles Breadner. Blaine said since that this item is in the midst of a land use appeal, he will be sticking only to the facts during his presentation.

Blaine said the Planning Commission denied the application and Breadner is appealing that decision to the City Council, and at the same time, he wanted to take a step back and talk to staff about alternatives to satisfy the concerns of the neighbors. In doing so, staff identified two primary concerns from citizens: the lack of a secondary connection from the south, and the impacts at Knox Butte and Clover Ridge Road, which required a mini roundabout or a traffic signal to address.

Blaine passed out a map of the Somerset Subdivision (see agenda file).

Blaine said the City owns some property to the south, the old Brandis properties, and the City also has a series of improvements identified in the Sewer, Water, and Transportation Master Plans that go across those properties. The City is also interested in selling the parcels. Staff received some new information that relates to getting wetlands delineation and Blaine has preliminary results from the consultant that have been submitted to Division of State Lands (DSL). Most of the northern portion of the parcel is wetlands, so it will be costly to develop due to wetland mitigation and infrastructure requirements in the Master Plans.

Blaine said Breadner is aware of the City's need for utility improvements across the City-owned parcel, so there is a potential plan for Breadner to construct a road connection to the southwest at Somerset and Timber Ridge. If Breadner's subdivisions made that connection, it could redirect enough traffic to avoid the improvements that would otherwise be needed at Clover Ridge and Knox Butte, and meet neighboring property owner's desires to divert traffic away from Clover Ridge through a secondary access. It would also alleviate Breadner's requirement to install sprinklers in all of the houses. Breadner is willing to put the resulting savings toward the public utility and road improvements on the City-owned parcel instead. Blaine said, if Breadner were to construct this portion of the road, it would no longer be part of the Transportation System Program (TSP), so it would no longer be System Development Charge (SDC) creditable.

Blaine asked, is the City Council open to the possibility of exploring this, in order to meet the City of Albany's needs with future infrastructure, make the neighbors happier, and get Breadner's subdivision to go through? Blaine said the hitch is the TSP and SDC update process that they'll have to go through again.

Blaine said the challenge is that Breadner has an appeal already in process and it has a schedule. Blaine said Breadner would be willing to withdraw his land use application fee if the City Council is open to considering the

TSP and SDC modifications. He could then reapply and the City would waive the application, so Breadner isn't paying twice. If the City Council is not interested in going through the TSP and SDC process again, Breadner will continue with the appeal.

Blaine passed out the Figure 6A Wetland Index Map (see agenda file).

Transportation Systems Analyst Ron Irish said the appeal will go to the City Council on April 13, 2016. Irish described that the TSP in place today includes orange and blue segments on the map. The green section represents the sewer line that would need to have a gravel road over the top. Constructing the access road would require some wetland mitigation. If the City were to look at that possibility, of partnering with Breadner for utility and road improvements, it would be a long process because it would involve a TSP amendment. Irish described the process. If the Council proceeds with the plan, Breadner would withdraw the current application and would not file again until next year.

Irish asked the City Council, are you willing to look at TSP amendment to incorporate these changes?

Blaine said he supports exploring this idea because since the water, sewer, and street facilities are in Master Plans, the City has identified that a need exists for these facilities. With the infrastructure requirement and the wetlands, if this property is not desirable to a developer as is, it means the City would need to fund the construction of those in the future anyway in order to get what has been identified as critical facilities. In Blaine's opinion, it makes sense to take advantage of this partnership with Breadner so that the City would not have to put cash forward. Breadner would invest in the infrastructure and get credit on his development. The City as a whole would have the added benefit that when we do market the property, the infrastructure is already in place and it would be more appealing to buyers.

Kopczynski asked Blaine to estimate, to the best of his ability, how long it would be before Breadner could build homes if he pulls the appeal and the City does the TSP changes. Irish said even if the subdivision were approved now, Breadner wasn't going to construct until next year anyway, so he thinks this plan is probably a workable timeframe, even with a TSP amendment.

Collins said he thinks the Council should let staff investigate the proposal. They have, in the past, looked for a connection to get out to Clover Ridge; this allows a connection. Collins said he recognizes that under the Albany Development Code (ADC) and Fire Code, subject to the outcome of the appeal, all the proposed lots could be built with sprinkler systems, but they would still have the negative impact of all of those vehicles dumping out on to Clover Ridge Road. If they amend the TSP to allow these changes, it makes more sense from a transportation network perspective. Collins said, if there is an opportunity to come to a rational solution where we can meet long-term objectives of the City met, then we should have staff discuss this proposal with Breadner. The City Council generally concurred.

Code Enforcement Team semiannual report for Fiscal Year 2015-2016.

Public Information Officer/Management Assistant Marilyn Smith said they are focusing on properties that have been maintained poorly and inhabited when they should not be. It takes a long time to solve some of the problems. She described some of the properties on the list. Staff is hoping to come up with solutions in the next year to speed up the process and make the process safer.

Smith said that the Jefferson Court structure is gone; the lot is vacant and the neighbors are pleased. There will be a final cleanup on Alco Street at end of this week. There is potential interest in the house at 704 Fourth Avenue SE, which has been frequented by squatters; it has been taken over by Fannie Mae and staff hopes it will go to an owner interested in restoring it. Smith said that 402 Geary Street SE has had some work done, but not enough. The City Attorney spoke with the owner of 405 Denver Street NE and she will be signing the deed over to the City soon.

Konopa said that she has met with the community, APD representatives, and City staff to come up with a solution to some of the delapidated dwellings in the community, but they don't want to explore much more without the City Council's approval. She said, we have lots of transitional housing. She said, they are finding landlords renting out houses where the occupants exceed the number intended for the structure: for example, a landlord is renting out a recliner for \$300; a couch for \$300 per month, and people are also living in the basement. This is a fire and life safety issue. She described a house where 20 people are coming and going regularly. She said, we need to look at state and federal codes.

Hare said there is an intern looking into how other cities deal with these problems, and there is also a more permanent solution in the City's Proposed Budget, which seeks to add staff to APD in order to deal with some of these issues. Hare said Konopa is correct, it is getting worse. Hare said there is a conflict in that people should be allowed to use their property as they wish, but when it spills over into the neighbor's property then there is an issue. Hare described several families renting one home. Discussion followed.

Konopa asked the City Council, do you want staff to explore what the options are? Collins thinks the Mayor's request is reasonable, though he has some concerns about getting into housing codes and rent control and

stabilization issues. There are, however, some public health and safety issues, and the rights of neighboring properties that need to be considered. Discussion followed.

Johnson said that in this economy, there are some folks that have to share houses.

The City Council concurred that staff should continue to explore options surrounding this issue.

BUSINESS FROM THE COUNCIL

Konopa said that she was in Portland with Parks & Recreation Director Ed Hodney and Matt and Janel Bennett for the Oregon Festival & Events Conference. The City of Albany and its residents received four awards: the Music Festival/Event of the Year for the Northwest Art & Air Festival (NWAAF), featuring Daughtry; the Innovation Award for Summer Sounds; the Sponsor of the Year to Matt & Janel Bennett; and the Volunteer of the Year to Chris Whitfield, who is a Balloonmeister for NWAAF. Out of the state of Oregon, Albany received the most awards.

Smith said Kidd gave a presentations at the conference on recreational marijuana, e-cigarettes, and the use of drones at events. Kidd said Smith was very helpful helping him prepare.

Recreation Programs Manager Katie Nooshazar, Resource Development Coordinator Anj Brown, and Recreation Coordinator Rose Lacey also gave presentations at the conference.

NEXT MEETING DATE: Work Session: March 21, 2016; and Regular Session: March 23, 2016

ADJOURNMENT

There being no other business, the meeting was adjourned at 8:17 p.m.

Respectfully submitted,

Reviewed by,

Mary A. Dibble, MMC
City Clerk

Wes Hare
City Manager

CITY OF ALBANY
CITY COUNCIL WORK SESSION
Municipal Court Room
Monday, March 21, 2016
4:00 p.m.

MINUTES

CALL TO ORDER

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

ROLL CALL

Councilors Present: Mayor Sharon Konopa and Councilors Dick Olsen, Floyd Collins, Bessie Johnson, Rich Kellum, Ray Kopczynski, and Bill Coburn.

Councilors Absent: None.

BUSINESS FROM THE PUBLIC

There was no business from the public.

37TH AVENUE PROPERTY SALE

Parks and Recreation Director Ed Hodney referred to the written staff report. He said the City Council was made aware in March 2015 that the City had been approached by the owners of two lots adjacent to property the City had acquired by gift in late 2013. The lot owners are interested in purchasing part of the donated tract in order to construct drainage improvements and potentially connect with the City drainage facility. The Community Development Department has approved a Tentative Replat defining two proposed sale parcels. Procedurally, if Council gives direction to move forward, this would come back as a public hearing and resolution at a regular session of the City Council.

Councilor Floyd Collins asked whether the lots to the east have similar drainage problems. Hodney said he hasn't had conversations with the remaining lot owners and they haven't approached the City with drainage issues.

Councilor Rich Kellum said he doesn't have a problem with conveying the lots but he wonders whether it would be a good idea to contact the remaining lot owners before proceeding. Hodney said that could be done; however, staff has already gone through the process to file for a Tentative Replat for the two lots and he would prefer to move forward with those, since no one else has approached and made an offer to purchase.

City Attorney Jim Delapoer briefly reviewed legal considerations related to land donation.

Konopa asked whether there would be enough room in the right-of-way for potential future road improvements. Hodney said yes, but that, for all practical purposes, the property is not developable.

In response to questions from Councilor Ray Kopczynski and Councilor Dick Olsen, Hodney provided clarifying information about the site and surrounding properties and described how the lot owners could connect with the City's drainage facility south of 39th Avenue, if they chose to do so.

Council directed staff to bring this item back as a resolution.

GIBSON HILL ROAD/CROCKER LANE INTERSECTION ALTERNATIVE

Transportation Systems Analyst Ron Irish referred to the written staff report and the Gibson Hill Road and Crocker Lane Intersection Alternatives Analysis (IAA). He said the City Council previously heard concerns about this intersection during public processes related to a development application on the north end of Crocker and Local Improvement District improvements to Crocker. The Transportation Systems Plan has had a signal prescribed for that intersection since 2010, with no timeline for construction. The IAA done by David Evans and Associates, Inc., lays out five different treatments for the intersection: an all-way stop control, a single-lane traffic signal, a traffic signal with turn lanes, a modern roundabout, and a mini-roundabout. Irish reviewed the details and staff analysis for each of the five options. Based on the analysis, staff found that a single-traffic signal or mini-roundabout appear to be the best choices for further evaluation based on long-term performance, cost, and right-of-way impacts.

Councilor Ray Kopczynski asked for additional information about the cuing analysis. Irish said it is very difficult in some of the software programs to accurately reflect cuing, and he is suspicious of the accuracy of some of the cuing analysis.

Collins asked, with the right-of-way requirement in the northeast corner, whether the existing house on Gibson Hill Road would meet the standard for side yard setbacks. Irish said no, the existing house would be closer than the side yard setback standard of 15 feet.

Cameron Grile, David Evans & Associates, reviewed additional considerations associated with a mini-roundabout. The City would likely need to pursue a speed reduction to 35 mph for Gibson Hill Road with that option, and consideration would need to be given to how pedestrians and bicycles would navigate through. Typically, bicycles are assumed to traverse through a mini-roundabout like a motor vehicle but a sidewalk could be added at an increased cost.

Irish said the Traffic Safety Commission saw the draft report in February 2016. Four of five Commission members were present. Three members very much liked the idea of a mini-roundabout, and the reasons they gave included that it would fit in with the roundabout on North Albany Road and that it was a way to justify speed reduction on Gibson Hill. The fourth member preferred the single-lane traffic signal to the mini-roundabout. The commission as a whole was willing to entertain an all-way stop as an interim measure if the ultimate improvement was in the five-to-ten-year window but they did not like the idea of the interim measure if the improvement would be in the three-to-four-year timeframe.

Collins asked what consideration was given to emergency vehicles coming from Fire Station 14 going eastbound. Irish said that wasn't directly addressed in the analysis. He said emergency vehicles might have to go over the center island of a mini-roundabout, depending on the design and the vehicle. The only option that would unavoidably delay an emergency vehicle would be the all-way stop.

Collins said he has heard that under existing conditions at peak hours, people have minimal gaps to get out onto Gibson Hill Road from Crocker Lane. He wondered about a staged program, with a single-lane signal now designed so that it can be expanded to a traffic signal with turn lanes in ten or fifteen years. Irish said that could be done but it would be an expensive conversion and not much benefit in performance.

Collins asked at what point the right of way acquisition would devalue the adjacent parcel so the City would have to purchase it. Delapoe said he doesn't know the facts of this specific parcel; however, in general, as long as the parcel is developable and has access, the City would owe the value of the land taken plus any provable residual reduction in value for the remainder of the parcel.

Konopa suggested that the City hold a public meeting in North Albany to let the citizens bring their concerns and offer their opinions. Following brief discussion, Council directed that staff hold a public meeting to present the options and get feedback.

BUSINESS FROM THE COUNCIL

Kopczynski distributed and reviewed an article from The Oregonian: *Oregon collects \$3.48 million in revenue from first month of taxed recreational marijuana sales* (see agenda file). He noted that there was an editorial in the *Albany Democrat-Herald* referencing information in this article. He said that he has not heard any negative impacts from early recreational sales from dispensaries in Corvallis, that the amount of revenue is much higher than estimated, and that if the trend in other states holds, this will magnify. He said Council has been accused of not being business friendly, and here they are driving businesses and jobs to Corvallis. He strongly believes that Council should consider alternatives to get some of that tax revenue this year. Konopa said she has heard that the revenue from the first month is more than projected but she is curious to see what the trend is over subsequent months, and to see how it affects the black market. There was brief discussion.

Konopa said she received an e-mail request from a citizen wanting Council to consider banning backyard burning and fire pits. Brief discussion followed regarding burning restrictions in other communities, and it was noted that the City allows burning of yard debris but not trash. Council did not express interest in addressing the issue of backyard burning and fire pits.

CITY MANAGER REPORT

City Manager Wes Hare said he had been asked to teach a college course in China for one month this summer. Jorge Salinas has indicated he will be present and available to cover during Hare's absence, tentatively July 18 through August 12. Council indicated approval for the absence.

ADJOURNMENT

There being no other business, the meeting was adjourned at 4:50 p.m.

Respectfully submitted,

Teresa Nix
Administrative Assistant

Reviewed by,

Wes Hare
City Manager



TO: Albany City Council
 VIA: Stewart Taylor, Finance Director
 FROM: Kandice Easdale, Parks & Recreation Clerk II
 DATE: May 18, 2016, for the May 25, 2016, City Council Meeting
 SUBJECT: Annual Liquor License Renewals
 RELATES TO STRATEGIC PLAN THEME: ● A Safe City

Action Requested:

Council approval of these annual liquor license renewals.

Discussion:

Following is a list of businesses that have submitted applications for liquor license renewal. These businesses have paid their fees.

The Growler Garage & Tap House	The Growler Garage & Tap House LLC	229 3 rd Ave SW
The Fox Den Eatery	James & Lorraine Fox	249 Pacific Blvd SW
The Fox Den Eatery	James & Lorraine Fox	2224 Santiam Hwy
The Fox Den Eatery	James & Lorraine Fox	1167 Waverly Dr. SE
Cellar Selections	Marcia J Morse	1907 Marion St. SE
Discount Cigarettes	Influx Inc	2850 Santiam Hwy SE
Golden Town Buffet	Golden Town Buffet Inc.	2732 Pacific Blvd SE
Los Tequilas	Los Tequilas Inc	2525 Santiam Hwy
Gametime Sportsbar & Grill	Gametime Sportsbar & Grill Inc	2211 Waverly Dr. SE
Dari Mart Store #21	Dari-Mart Stores Inc.	1005 W Queen Ave
Dari Mart Store #22	Dari-Mart Stores Inc.	105 Clover Ridge Rd
Dari Mart Store #23	Dari-Mart Stores Inc.	1670 Hill St. SE
Lucky Larry's Lounge	AMKO Inc.	1295 Commercial Wy
Pizza Hut	Pizza Hut of SE Kansas Inc	2215 14 th Ave SE
Bi-Mart #606	Bi-Mart Corp	2272 Santiam Hwy
Fastbreak Market	Fast Break Mart LLC	1203 Century Dr. NE
Tup Tim Thai Cuisine	Tup Tim Thai Cuisine LLC	236 1 st Ave SW
Ping's Garden	Ping's Inc.	1206 9 th Ave SE
US Mini Mart 21	Gary Inc	2515 Geary St. SE
Arco AM/PM	Younger Oil Company	522 Pacific Blvd SW
Tri Valléy Food Mart	Ravinder Ratanpal	2703 Santiam Hwy SE
Ma's Dairy Farm	Kelly Yee Inc	3411 Pacific Blvd SW
Tri Valley Food Mart 103	ARSH INC	628 Ellsworth SW
Frankie's	Babuji Rama LLC	641 NW Hickory St. #160
Fred Meyer #5	Fred Meyer Stores Inc.	2500 Santiam Blvd SE
House of Noodle	House of Noodle LLC	2025 Santiam Hwy SE

Rite Aid #5365	Thrifty Payless Inc	1235 Waverly Dr. SE
Sizzler #246	Double S Foods LLC	2148 Santiam Hwy
Stop N Save Market #8	Preet Inc	1737 Salem Ave SE
Sybaris	Sybaris Inc	442 SW First
The Food Store	Carson Oil Co Inc	4175 Santiam Hwy
US Market #170	US Market #170 LLC	2211 Waverly Dr. SE #7
US Market #180	US Market #180 LLC	1709 Hill St. SE
Stop N Save #9	Atwal Inc	423 2 nd Ave SE
Taqueria Alonzo	Alonzo Gutierrez	250 Broadalbin St. SW #107
First Burger	Millerdm Incorporated	210 W 1 st Ave
Izzy's Pizza Bar Classic Buffet	Jansen Enterprises, Inc	2115 Pacific Blvd SW

Budget Impact:

Revenue of \$1,295.

ke



TO: Albany City Council

VIA: Wes Hare, City Manager
 Jeff Blaine, P.E., Public Works Engineering and Community Development Director *JB*

FROM: Staci Belcastro, P.E., City Engineer *SB*
 Guy Graham, P.E., Engineering Manager/Assistant City Engineer
 Lori Schumacher, Engineering Associate I *LS*

DATE: May 13, 2016, for the May 25, 2016, City Council Meeting

SUBJECT: Award of Bid for SS-16-01, 2016 Pipe Bursting Projects

RELATES TO STRATEGIC PLAN THEME: • A Safe City

Action Requested:

Staff recommends that Council award this contract in the amount of \$823,425 to the low bidder, K&R Plumbing Construction Company, Inc. of Clackamas, Oregon.

Discussion:

On Tuesday, May 10, 2016, bids were opened for SS-16-01, 2016 Pipe Bursting Projects. There were 4 bids submitted for this project, ranging from \$823,425 to \$1,086,215. The Engineer's estimate was \$867,925. A bid summary is provided as Attachment 1.

Project Description

This project will rehabilitate approximately 5,600 feet of existing 8-inch, 10-inch and 12-inch sewer mains using pipe bursting technology. The existing sewer mains are in very poor condition and cannot be maintained due to partially collapsed pipe sections and poor access. The project locations are shown in Attachments 2 through 8. The pipe bursting process is a trenchless technology that breaks up the existing pipe in place and pulls a new pipe through the void. When feasible, pipe bursting technology is used in lieu of traditional open trench construction methods as it is typically less expensive and less disruptive for citizens, without sacrificing quality.

Summary of Total Estimated Project Costs

Based on the project bid and anticipated related costs, a summary of the total estimated project cost is shown in the table below. The amounts have been rounded to the nearest \$100.

Project Components	Estimated Cost
I. Costs	
a. Design Engineering	\$30,200
b. Design Investigation	\$31,900
c. Construction Inspection	\$34,900
<i>Engineering Subtotal</i>	\$97,000
II. Construction Costs	
a. Construction Contract	\$823,400
b. Contingency	\$82,300
<i>Construction Subtotal</i>	\$905,700
<i>Total Estimated Project Cost</i>	\$1,002,700
<i>Project Budget</i>	\$1,000,000
<i>Under/(Over) Project Budget</i>	(2,700)

Albany City Council
Page 2
May 13, 2016, for the May 25, 2016, City Council Meeting

Budget Impact:

This project will be funded from the Sewer System Capital Projects fund (601-50-2500).

LS:kw

Attachments (8)



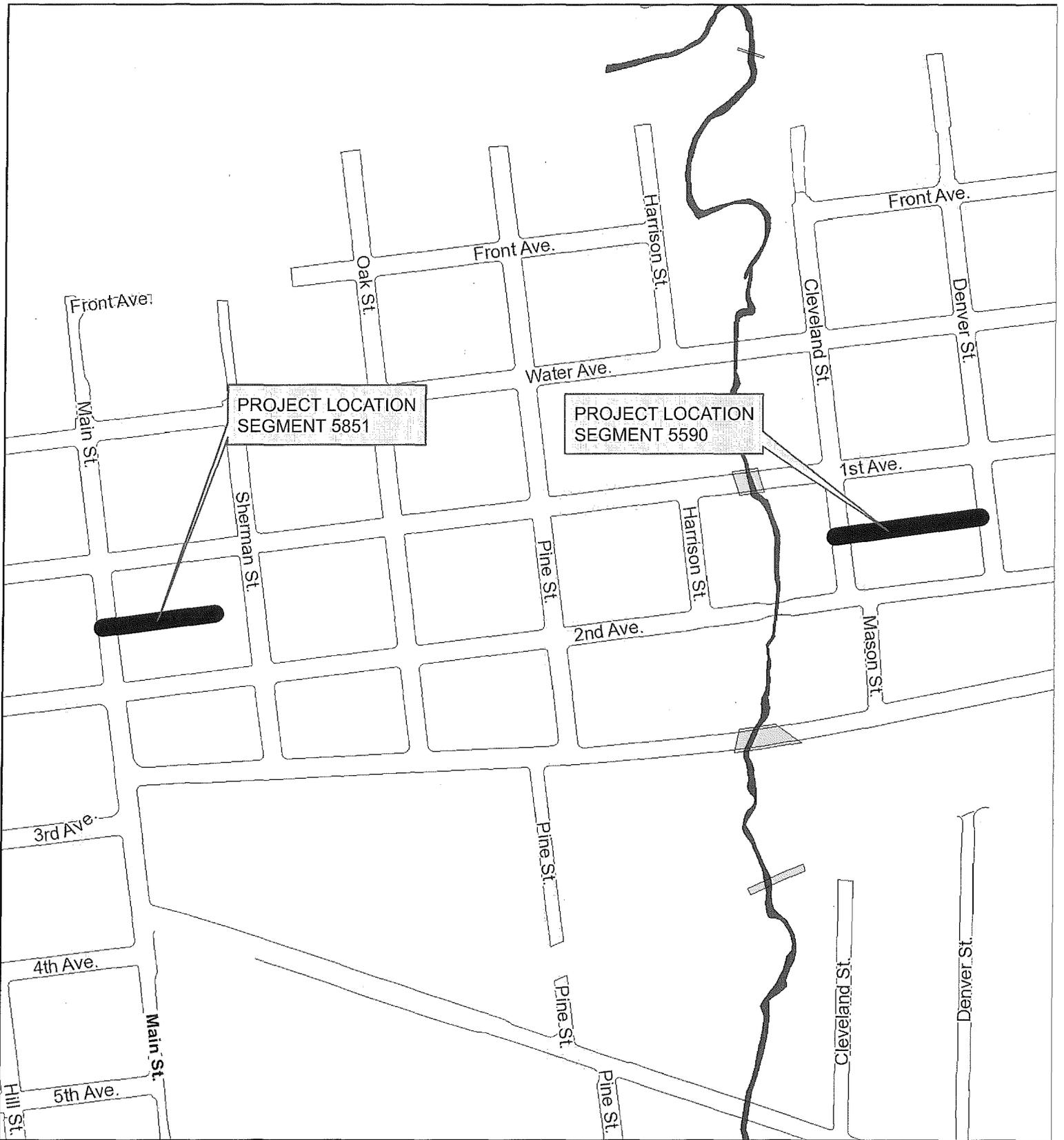
CITY OF ALBANY, OREGON
Public Works Department

Construction Contract Bids

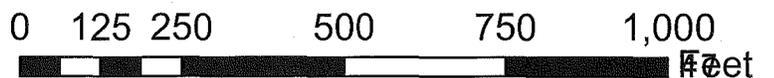
Project: SS-16-01, 2016 Pipe Bursting Projects

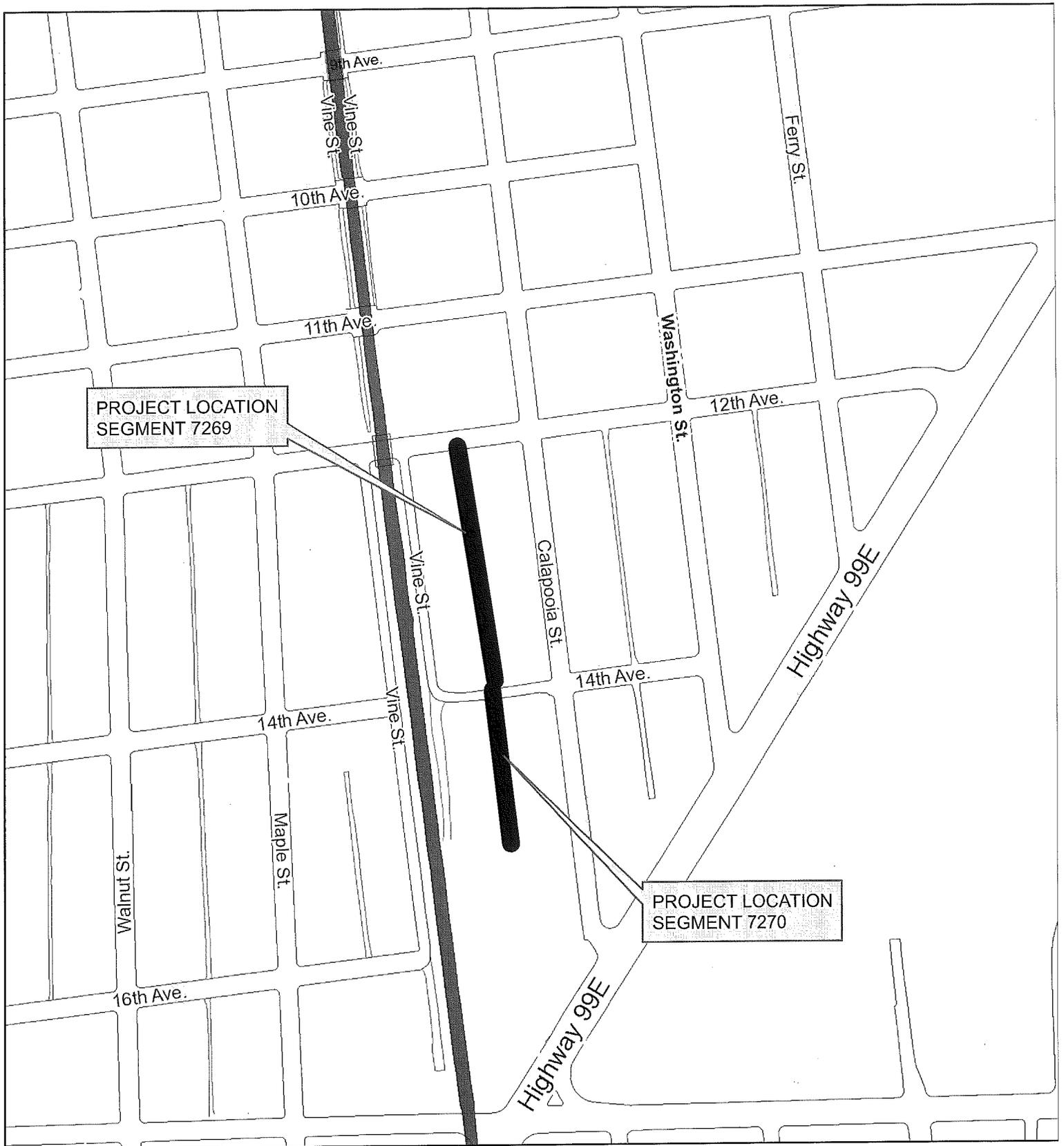
Bid Opening: Tuesday, May 10, 2016

Engineer's Estimate	K & R Plumbing Construction (Clackamas, OR)	Landis & Landis (Marylhurst, OR)	Canby Excavating (Canby, OR)	Emery & Sons (Salem, OR)
\$867,925.00	\$823,425.00	\$959,350.00	1,071,850.00	1,086,215.00

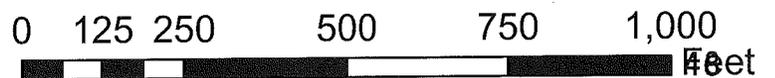
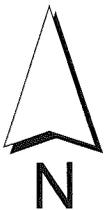


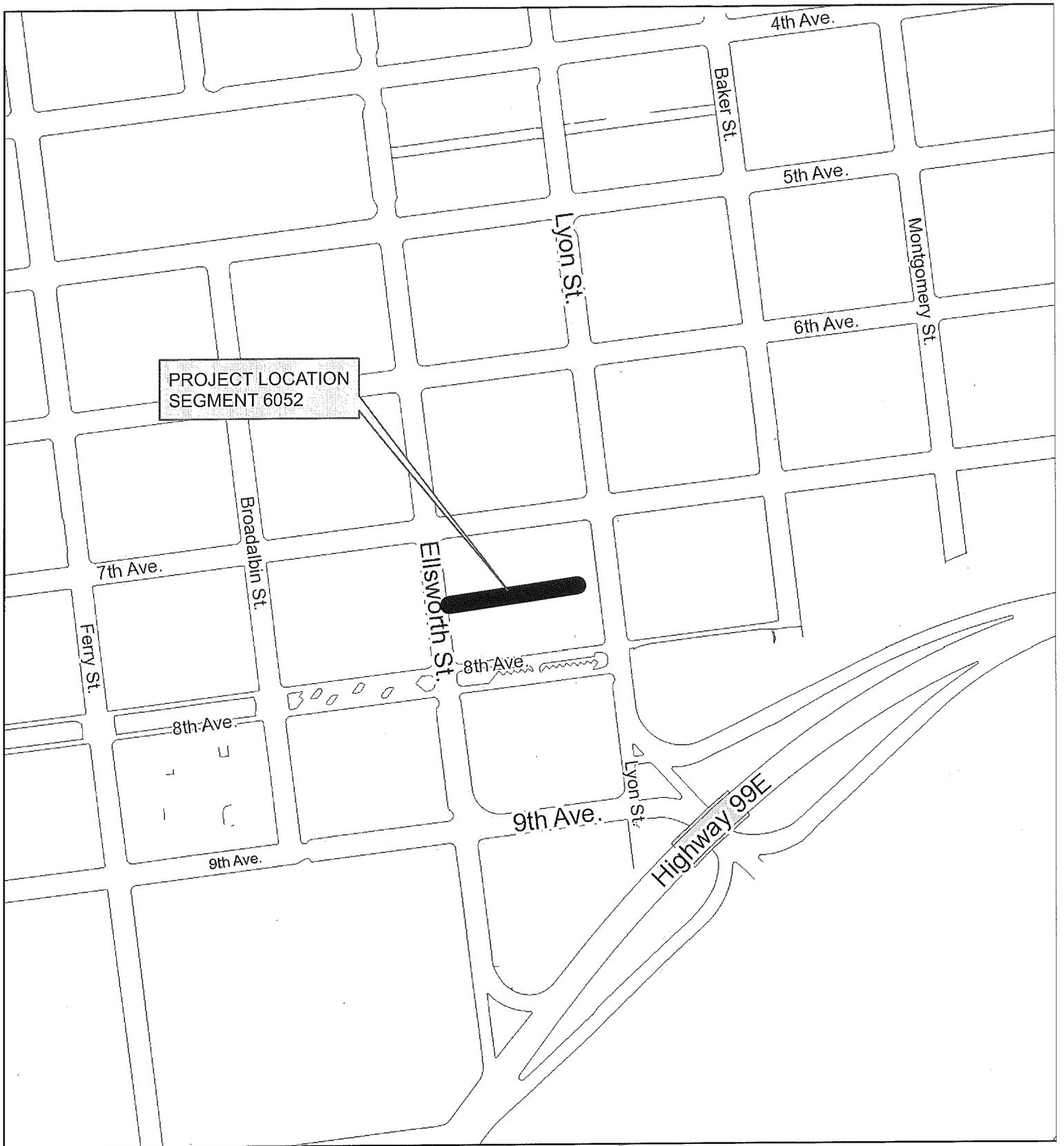
ATTACHMENT 2
 SS-16-01, 2016 PIPE BURSTING PROJECTS
 PROJECT VICINITY MAP





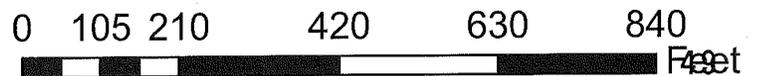
ATTACHMENT 3
 SS-16-01, 2016 PIPE BURSTING PROJECTS
 PROJECT VICINITY MAP

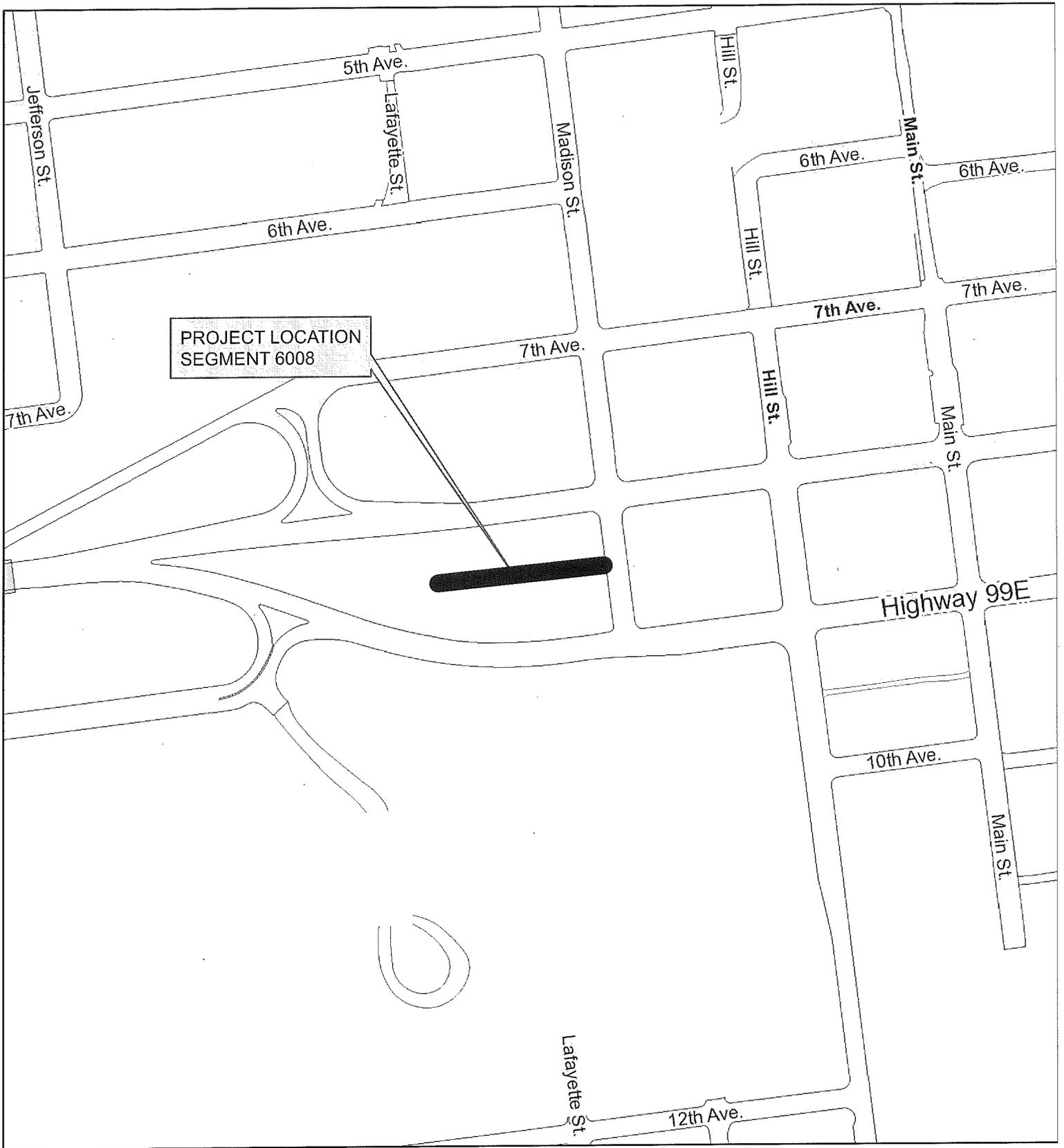




ATTACHMENT 4

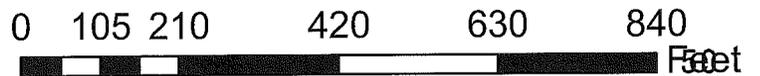
**SS-16-01, 2016 PIPE BURSTING PROJECTS
PROJECT VICINITY MAP**

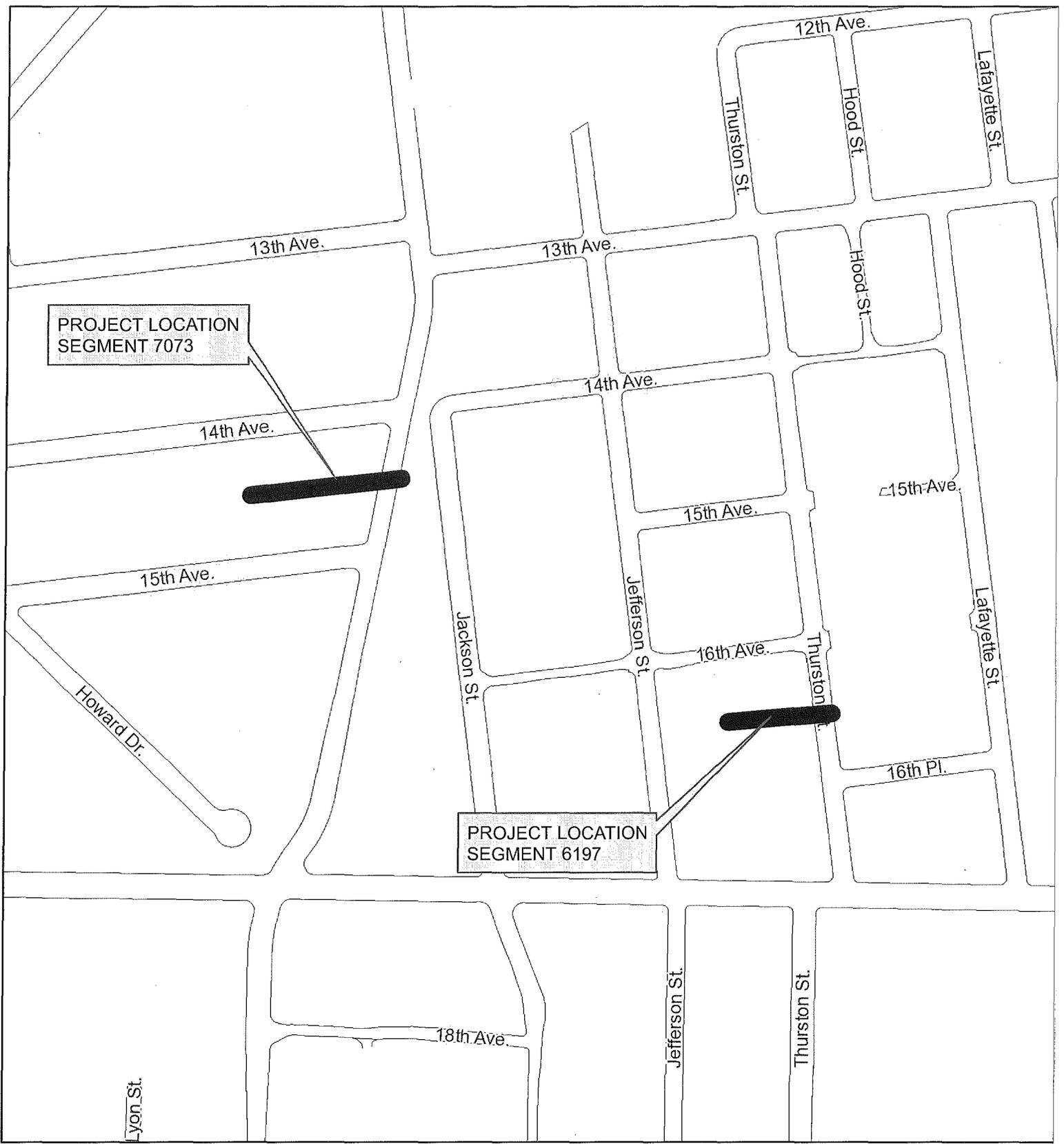




ATTACHMENT 5

**SS-16-01, 2016 PIPE BURSTING PROJECTS
PROJECT VICINITY MAP**



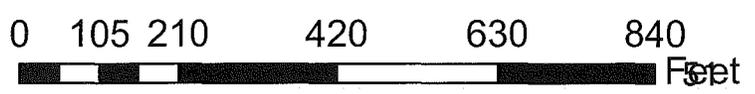
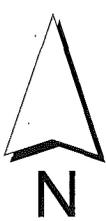


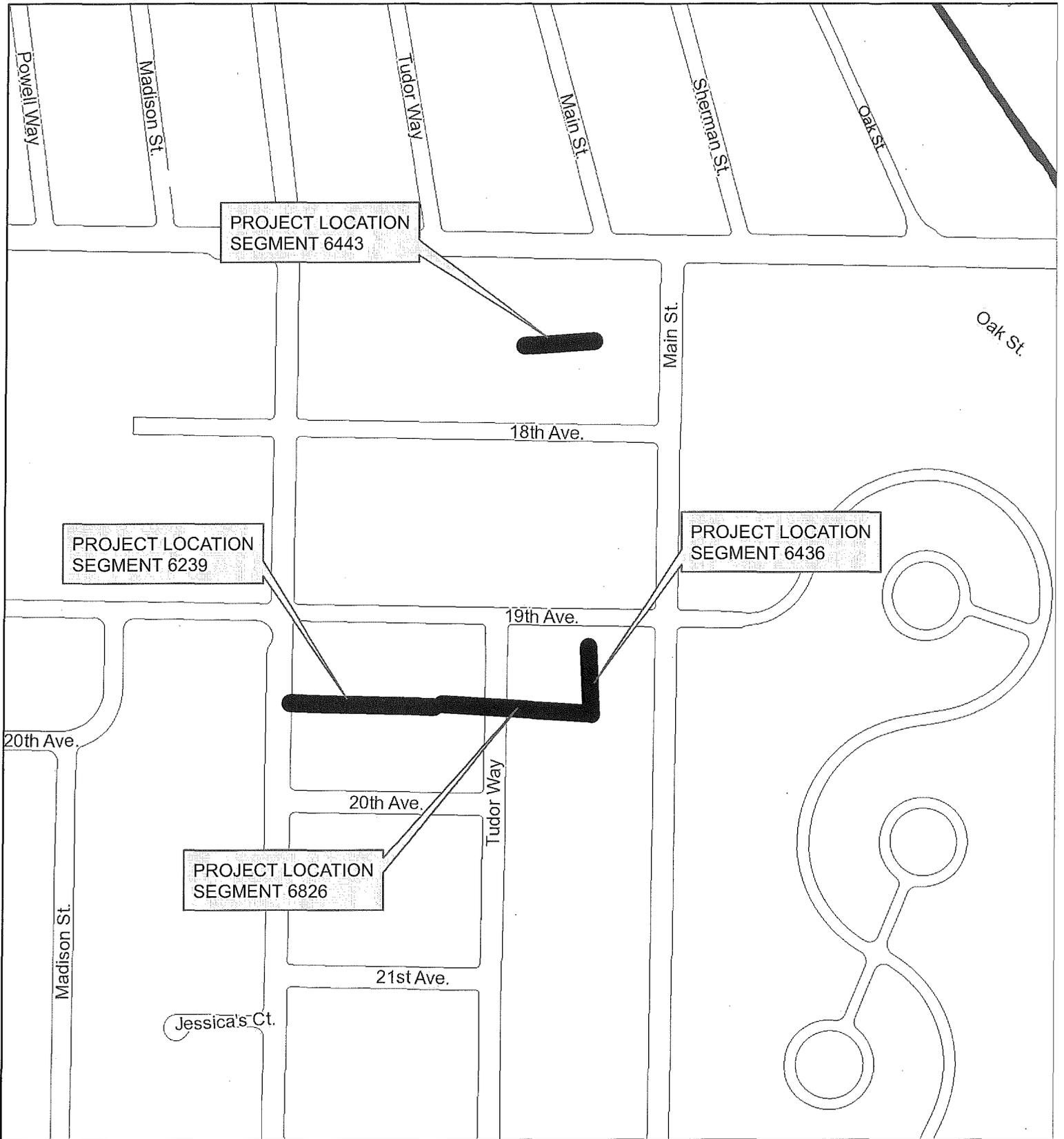
PROJECT LOCATION
SEGMENT 7073

PROJECT LOCATION
SEGMENT 6197

ATTACHMENT 6

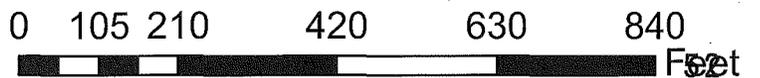
SS-16-01, 2016 PIPE BURSTING PROJECTS
PROJECT VICINITY MAP

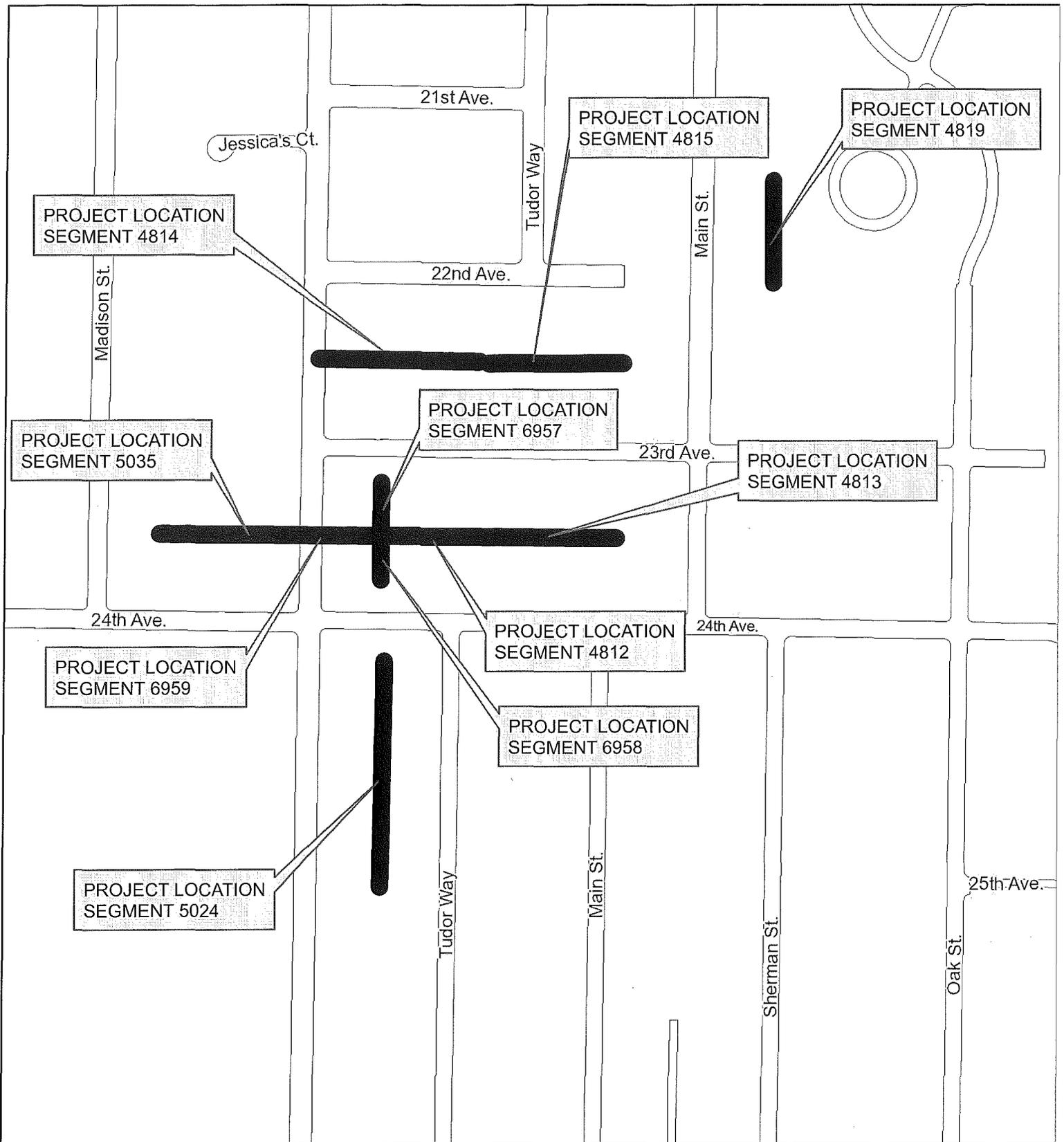




ATTACHMENT 7

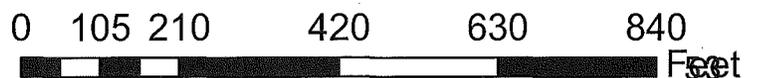
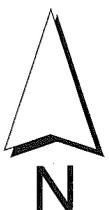
**SS-16-01, 2016 PIPE BURSTING PROJECTS
PROJECT VICINITY MAP**





ATTACHMENT 8

SS-16-01, 2016 PIPE BURSTING PROJECTS PROJECT VICINITY MAP





TO: Albany City Council
VIA: Wes Hare, City Manager
FROM: Stewart Taylor, Finance Director
Diane M. Murzynski, CPPO, Purchasing Coordinator

DATE: May 16, 2016, for the May 25, 2016, City Council Meeting

SUBJECT: Temporary Contract Extension for Insurance Agent of Record Services with Barker-Uerlings Insurance, Inc.

RELATES TO STRATEGIC PLAN THEME: • An Effective Government

Action Requested:

Approval to continue the City's current insurance and risk management services with Barker-Uerlings Insurance, Inc. on a temporary basis while preparing a request for proposals for an Insurance Agent of Record; and request authorization for the Finance Director to sign the contract extension.

Discussion:

A Request for Proposals was issued for an Insurance Agent of Record to provide components of a Risk Management Program that included: risk analysis, insurance administration, financial analysis, and general risk management services in 2010. The City reviewed proposals and executed a contract with Barker-Uerlings Insurance, Inc. The contract was for three years, with an option to extend the contract for two additional terms. Ordinance No. 5622 allows for temporary extensions of existing public contracts when contracts are expiring for up to one year with their original terms and conditions.

The City intends to research, review, and prepare a competitive request for proposals for an Insurance Agent of Record. A temporary extension provides city staff adequate time to research available options and prepare the solicitation document without departments incurring service interruption.

Budget Impact:

The contract with Barker-Uerlings Insurance, Inc. has an annual cost of approximately \$15,000 (FY 2015-2016). The FY 2016-2017 should be similar.

dm



TO: Albany City Council
FROM: Sharon Konopa, Mayor *Sharon (aka)*
DATE: May 17, 2016, for May 25, 2016, City Council Meeting
SUBJECT: Appointment to Parks & Recreation Commission

RELATES TO STRATEGIC PLAN THEME: • An Effective Government

Action Requested:

Council approval of the following appointment:

Parks & Recreation Commission

Cecilia Mihaylo [*application attached*]

(Mayor's new appointment to fill vacancy
with term expiring 12-31-16)

Discussion:

None.

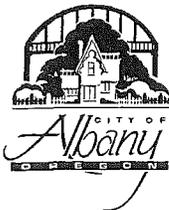
Budget Impact:

None.

SK:ldh

c: Ed Hodney, Parks & Recreation Director
Debbie Little, Administrative Services Coordinator

G:\Administrative Services\City Manager's Office\Boards-Commissions\2016 Recruitment\2016 appointments-boards & commissions-msk-#5.doc



BOARD, COMMISSION, AND COMMITTEE APPLICATION

(Please print legibly or type)

RECEIVED
DEC 4 2015
City of Albany
City Manager's Office

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

(541) 917-7500

Board, Commission, and/or Committee Preference:

Park and Recreation Commission

(list all for which you are applying)

Name: Cecilia Mihaylo Preferred First Name: Cecilia

Residential Information:

Home Address: 4035 Thoroughbred avenue Phone: 541 791 1848
Albany, OR 97322 Cellular: 541 730-0087

E-mail: Cmihaylo@yahoo.com Fax: _____ (Optional)

Employment Information:

Employer's Name: Self employed Phone: Same
Work Address: Judicial Interpreter Cellular: _____
for the Spanish language

E-mail: Same Fax: _____ (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: Free lance Spanish interpreter. My main client are the courts and local attorneys but I also work for schools, hospitals and medical offices

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:

I currently serve as the vice-president to my home owners association.

I was very involved with the hispanic outreach committee in the catholic church while living in Arkansas also

I volunteer for school activities at SAHS, I did it when my daughters attended at WAHS, Toys for tots, Corvallis fall festival and recently the hispanic heritage Day in Salem.

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

I have lived in Albany for fifteen years. I raised here two daughters and currently have a son in high school. I am very interested in what happens in our community.

- What contributions do you hope to make?

I'm a latino and as such a representant of our hispanic community. I feel equally at ease in English as in Spanish and I hope to be a bridge that will help to really integrate our community as a ONE Community rather than keep being two different communities who share one city

Cecilia Mi Laylo
Signature of Applicant

Dec-03, 2015
Date



Jill Van Buren
2601 20th Ave SE
Albany, Oregon 97322

Phone: 541 981-9973
Email: mjvb47@gmail.com

November 5, 2015

Ed Hodney
City of Albany
Park and Recreation Commission
333 Broadalbin SW
Albany, Oregon 97321

Dear Ed and fellow board members;

With this letter I am pleased to introduce Cecilia Mihaylo, who I believe would be a valuable addition to our board.

I have known Cecilia professionally for many years and find her to be well educated, energetic, and positive. Born in Mexico, she is an American citizen who has raised her three children in Albany. Cecilia is a highly respected English-Spanish interpreter for the courts and other organizations throughout this area.

Over the years she has developed numerous contacts in both the English and Spanish speaking communities, and is well respected by both. It is my belief that her outgoing personality, language skills, and connections, would all be valuable assets that would help this board build bridges between the many communities Albany serves.

Most Sincerely,

Jill Van Buren
Board Member

cc: Mayor Sharon Konopa