



NOTICE OF PUBLIC MEETING
ALBANY CITY COUNCIL
Council Chambers, City Hall
333 Broadalbin Street SW
Wednesday, March 14, 2018
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

This meeting is being recorded for live broadcast on Comcast cable channel 28, live streaming on the City of Albany website, and viewing on YouTube.

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
3. ROLL CALL
4. SPECIAL PRESENTATION
 - a. Albany Police Department employees of the year. [Verbal]
Action: _____
5. SCHEDULED BUSINESS
 - a. Public Hearings
 - 1) Setting rates for water use and repealing Resolution No. 6649. [Pages 3-7]
Action: _____ RES. NO. _____
 - 2) Setting rates for stormwater management services and repealing Resolution No. 6547. [Pages 8-14]
Action: _____ RES. NO. _____
 - b. Business from the Public
 - c. First Reading of Ordinances
 - 1) Amending the Albany Municipal Code (AMC) Title 7 by the creation of Section 7.84.210, Prohibited Camping. [Pages 15-16]
Action: _____ ORD. NO. _____
 - 2) Amending the AMC Title 7 by the creation of Section 7.84.220, Enhanced Law Enforcement Area. [Pages 17-19]
Action: _____ ORD. NO. _____
 - 3) Amending the AMC Chapter 13.21, Regulations for Motor Vehicle Parking. [Pages 20-22]
Action: _____ ORD. NO. _____
 - 4) Amending the AMC Chapter 13.70, Abandoned Vehicles. [Pages 23-24]
Action: _____ ORD. NO. _____
 - 5) Amending the AMC Title 18 by the creation of Section 18.32, Boarding up Structures. [Pages 25-31]
Action: _____ ORD. NO. _____
 - d. Adoption of Resolution
 - 1) Setting motor vehicle parking fees. [Pages 32-33]
Action: _____ RES. NO. _____

e. Adoption of Consent Calendar

1) Approval of Minutes

- a) July 24, 2017, Historic Properties Ad Hoc Work Group minutes. [Pages 34-36]
- b) January 8, 2018, Work Session minutes. [Pages 37-39]
- c) February 12, 2018, Work Session minutes. [Pages 40-42]
- d) February 12, 2018, Joint City Council and Albany School Board Meeting minutes. [Pages 43-45]

2) Recommendation to OLCC to approve the off-premises sales, change of ownership liquor license application for New Gary, Inc., d/b/a U.S. Mini Mart 21, located at 2515 Geary Street SE. [Page 46]

Action: _____

f. Award of Bids

1) ST-17-01, Oak Street Rehabilitation. [Pages 47-50]

Action: _____

2) ST-18-01, Hill Street Reconstruction: Queen Avenue to 24th Avenue. [Pages 51-54]

Action: _____

3) PK-18-01, Sunrise Park Remodel. [Pages 55-57]

Action: _____

g. Approval of Agreement

1) Intergovernmental agreement between the City of Albany and the Linn County Sheriff's Office that will provide an ongoing governance framework for the multiagency CAD/RMS system. [Pages 58-75]

Action: _____

h. Report

1) Approving a request to increase the Clerk II position in the Parks & Recreation Department from 0.75 to 1.0 FTE effective March 1, 2018. [Page 76]

Action: _____

6. BUSINESS FROM THE COUNCIL

7. RECESS TO EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION OR LITIGATION LIKELY TO BE FILED IN ACCORDANCE WITH ORS 192.660 (2)(h).

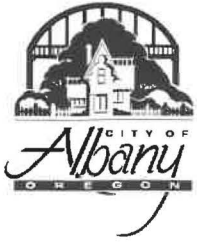
8. RECONVENE

9. NEXT MEETING DATES: Work Session: Monday, March 26, 2018; and
Regular Session: Wednesday, March 28, 2018

10. ADJOURNMENT

City Council agendas, minutes, and audio/video recordings available at www.cityofalbany.net.

The location of the meeting/hearing is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office by email to CMAdmin@cityofalbany.net; or by phone, 541-704-2307 or 541-917-7519.



TO: Albany City Council

VIA: Peter Troedsson, City Manager *JB 3/8*
 Jeff Blaine, P.E., Public Works Engineering and Community Development Director *JB*

FROM: Jeff Babbitt, Public Works and Community Development Business Manager *JB*

DATE: March 2, 2018, for the March 14, 2018, City Council Meeting

SUBJECT: Water Utility Service Fees and Charges Adjustments

Action Requested:

Staff recommends City Council receive public input regarding proposed adjustments to water utility service fees and charges. Upon receiving public input, staff recommends Council consider adopting the attached Resolution implementing the proposed adjustments effective April 1, 2018.

Discussion:

At the February 26, 2018, City Council Work Session, Council received a staff report regarding Section I, Water Fees and Charges of Water Rate Resolution 6649. The report was provided in response to concerns that current fees and charges were outdated and not covering costs of providing each service.

Upon review, Council determined that five of the current fees and charges warranted adjustment as shown in the table below.

	Current Fee	Recommended Fee
New Account – Service Fees (Regular Hrs)	\$15.00	\$20.00
New Account – Service Fees (After Hrs) *	\$60.00	DELETED
Restore Service (Regular Hrs)	\$25.00	\$45.00
Past Due & Disconnection Notice	\$5.00	\$10.00
Account Deposit (Non-Property Owner)	\$80.00	\$100.00

*Service not provided.

Staff recommends Council consider the attached Resolution implementing the adjustments effective April 1, 2018, and retaining all other current fees and charges.

Budget Impact:

The proposed adjustments would result in increased revenue to the water fund.

JB:kc

Attachments

- c: Chris Bailey, Public Works Operations Director (via email)
- Patty McInnes, PW Customer Services Supervisor (via email)
- Karen Kelley, Water Superintendent (via email)

RESOLUTION NO. _____

A RESOLUTION SETTING RATES FOR WATER USE AND REPEALING RESOLUTION NO. 6649 (A RESOLUTION SETTING RATES FOR WATER USE AND REPEALING RESOLUTION NO. 6548).

WHEREAS, the Water Fund is primarily dependent upon water rate revenues for its funding; and

WHEREAS, the rate structure should be designed to generate revenues adequate to properly operate and maintain the water system, to comply with regulatory requirements, to fund water system capital projects, and to meet debt service requirements; and

WHEREAS, in 2012, the City Council decided to set future rate increases by evaluating the referenced water system requirements annually; and

WHEREAS, the Council initially implemented a low-income assistance program in 2006 (Resolution No. 5166), and the latest revision to that program was in October 2016 (Resolution No. 6543); and

WHEREAS, at the December 6, 2017, Council Meeting, Council requested an evaluation of the current Service Fees and Charges; and

WHEREAS, Council reviewed Service Fees and Charges at the February 26, 2018, Council Work Session and proposed adjustments as shown in Section I. of Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the rates, fees, and charges as specifically described in Exhibit "A" (attached hereto) are hereby adopted; and

BE IT FURTHER RESOLVED that Resolution No. 6649 is hereby repealed; and

BE IT FURTHER RESOLVED that the rates established by this resolution and the repeal of Resolution No. 6649 shall be effective **April 1, 2018**.

DATED THIS 14TH DAY OF MARCH 2018.

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

I. SERVICE FEES AND CHARGES

Description	Reference	Charge			
		Customer Type	Property Owner	Non Property Owner	
Account Deposit	AMC 11.01.040(2a)	Residential	no deposit	\$100 \$80	
		Multi-family & Non-residential	no deposit	\$100 \$80 or \$120 depending on consumption	
New Account – Service Fees	AMC 11.01.040(5)	Regular working hours		\$20	\$15
		After hours		\$60	
Restore Service	AMC 11.01.060(5)	Regular working hours		\$45	\$25
		After hours		\$60	
Financial Institution Returned Item	ORS 30.701(5)	\$35			
Past Due and Disconnection Notice	AMC 11.01.060(4)	\$10 \$5 per occurrence			
Tampering Fees	AMC 11.01.080(9)	\$100			
Meter Testing at Customer's Request	AMC 11.01.090(1b)(ii)	Meter Size		Service Charge Deposit	
		¾-inch		\$15	
		Larger than ¾-inch		Actual Cost	
Drop-in Meter Installation	AMC 11.01.100(2)(3)	¾" meter	1" meter	1-1/2" meter	2" meter
		\$275	\$340	\$1,771	\$1,883
Full Installation with meter (Excludes system development charges)	AMC 11.01.100(2)(3)	¾" meter	1" meter	1-1/2" meter	2" meter
		\$2,950	\$2,975	Actual Cost	Actual Cost
Reduction of Meter Size (based on size of meter to be installed)	AMC 11.01.100(5b)	¾" meter	1" meter	1-1/2" meter	2" meter
		\$275	\$340	\$1,771	\$1,883
Main Extensions	AMC 11.01.120(2h)	Actual Cost Plus 15% Overhead			
Fire Service Extensions	AMC 11.01.150(1)	Actual Cost Plus 15% Overhead			
Unauthorized Use of Fire Hydrant	AMC 11.01.180(1) & (4)	\$50 + \$3.40 per 100 cubic feet			
Metered Use of Hydrant	AMC 11.01.180(4)	Refundable Deposit	\$75.00	Set Up	\$25.00
		Bulk Rate	\$ 3.40 per 100 cubic feet	Relocation Rate	\$25.00
		Monthly Base Charge	\$96.99		

II. RESIDENTIAL, MULTI-FAMILY, AND NON-RESIDENTIAL WATER SERVICE

A. WATER CUSTOMERS INSIDE CITY LIMITS

Applicable to all residential, multi-family, and non-residential customers receiving water service within the Albany city limits.

A residential customer is defined as a customer whose meter serves only one single-family dwelling unit. All dwelling units served by individual meters shall be charged the residential rate for service. For example, the residential rate shall apply where separate water meters provide service to each side of a duplex.

Multi-family customers are defined as customers whose meter services more than one dwelling unit. For the purposes of this rate resolution, dwelling unit shall be defined as any place of human habitation designed for occupancy based upon separate leases, rental agreements, or other written instruments.

Non-residential customers are defined as customers whose meter is for any use other than residential and multi-family. Some examples of non-residential uses include, but are not limited to: commercial, industrial, institutional, and food processing. Examples of institutional uses include schools, hospitals, and nursing homes.

MONTHLY RATE:

Customer Class/ Meter Size	Base Charge (\$/month)	Consumption Charge		
		Block 1	Block 2	Block 3
Nonresidential & Multi-Family		<i>Consumption Level (hundred cubic feet)</i>		
¾ inch or less	\$ 17.83	First 17	Next 17	Over 34
1 inch	\$ 26.06	First 18	Next 18	Over 36
1½ inch	\$ 59.38	First 21	Next 21	Over 42
2 inch	\$ 95.05	First 25	Next 25	Over 50
3 inch	\$190.29	First 28	Next 28	Over 56
4 inch	\$297.28	First 30	Next 30	Over 60
6 inch	\$594.39	First 31	Next 31	Over 62
8 inch	\$659.86	First 40	Next 40	Over 80
10 inch	\$659.86	First 92	Next 92	Over 184
12 inch	\$659.86	First 92	Next 92	Over 184
		<i>Consumption Rate (\$/100 cubic feet)</i>		
Nonresidential		\$3.33	\$2.43	\$2.30
Multifamily		\$3.20	\$2.39	\$2.23
Residential		<i>Consumption Level (hundred cubic feet)</i>		
¾ inch or less	\$17.83	First 6	Over 6	NA
1 inch	\$26.06	First 6	Over 6	NA
1½ inch	\$59.38	First 6	Over 6	NA
2 inch	\$95.05	First 6	Over 6	NA
		<i>Consumption Rate (\$/100 cubic feet)</i>		
All Meters		\$3.97	\$2.52	NA
<i>Low-Income Assistance Program Surcharge – Residential Bills Only</i>				\$0.35

B. WATER CUSTOMERS OUTSIDE CITY LIMITS

Applicable to all residential, multi-family, and non-residential customers receiving water service outside the Albany city limits and are not served by water lines previously operated by the North Albany County Service District (NACSD) or the Dumbeck Lane Domestic Water Supply District.

MONTHLY RATE

Rates by class as listed under Section I.A, Water Customers Inside City Limits, with a 10 percent surcharge on said rates for service outside the city limits.

C. WATER CUSTOMERS WITHIN THE DUMBECK LANE DOMESTIC WATER SUPPLY DISTRICT

Applicable to the Dumbeck’s master water meter that will serve a maximum of 132 residential connections as defined in the agreement dated December 2014 between the Dumbeck Lane Domestic Water Supply District and the City of Albany.

MONTHLY RATE

Dumbeck will pay quarterly for water delivered to Dumbeck’s meter that Albany installs and maintains for billing purposes. The water rate will be increased annually to reflect changes adopted by Albany.

Dumbeck	Base Charge (\$/month)	Consumption Rate (\$/100 cubic feet)
Wholesale	N/A	\$3.69

D. WATER CUSTOMERS OUTSIDE CITY LIMITS IN BENTON COUNTY

Applicable to all residential, multi-family, and non-residential customers outside city limits and served by water lines previously operated by the North Albany County Service District (NACSD) (excludes the Dumbeck Lane Domestic Water Supply District).

MONTHLY RATE

The water rates adopted by the Benton County Commissioners acting as the governing body of the NACSD consistent with the contractual agreement between NACSD and the City of Albany.

E. CITY OF MILLERSBURG

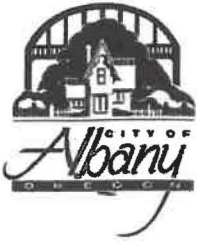
The City of Millersburg will pay their share of capital expenses and cost to produce water at the Albany-Millersburg Water Treatment Plant according to the Albany-Millersburg Intergovernmental Agreement for Jointly-Owned Water Facilities.

III. SPECIAL CONDITIONS APPLYING TO ALL CUSTOMERS

If water service is provided through a single meter to a facility that contains a mixture of customer classes, the customer class with the higher consumption rates shall be used for calculating the consumption portion of the bill. For example, all water used in a building that contains both non-residential and multi-family uses will be billed at the non-residential consumption rate.

Meter readings from meters that measure flow in 1,000 gallon increments shall be converted to hundred cubic foot units prior to applying the appropriate consumption charge for calculating the water bill.

Water used during construction of a building shall be metered and billed at the rate appropriate for the type of facility being constructed. For example, water used during construction of a single-family residence will be billed at the residential rate. When, during construction, setting a meter is impracticable, the amount of water used shall be estimated and billed at the appropriate rate for the type of facility being constructed.



TO: Albany City Council

VIA: Peter Troedsson, City Manager

3/8

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

DATE: March 1, 2018, for the March 14, 2018, City Council Meeting

SUBJECT: Stormwater Service Charges

RELATES TO STRATEGIC PLAN THEME:

- A Safe City
- An Effective Government

Action Requested:

Staff recommends Council hold a public hearing, deliberate, and take action on the attached Resolution.

Discussion:

At the February 12, 2018, City Council Work Session, Council received the first annual stormwater report regarding revenue and expenditure history and projections. The primary purpose of the report was to consider future rate adjustments necessary to provide desired levels of service. Rate adjustments are necessary to respond to inflation and to address many unfunded system needs. Current unfunded needs include:

- *Regulatory Compliance* – As Albany’s population grows, so does the stormwater regulations Albany must comply with. Now that Albany’s population has surpassed 50,000 the community must obtain coverage under the Department of Environmental Quality’s (DEQ) National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System (NPDES MS4), Phase II permit. DEQ implements federal requirements through this permit. Staff estimates that an additional **\$300,000 to \$1,000,000** will be required annually for regulatory compliance, depending on the level of requirements imposed through the permit.
- *Capital Projects*– Significant portions of Albany’s piped stormwater system are failing. With only 50 percent inspected to date, eight miles of pipe are identified as being in a failed condition or are anticipated to fail in the next 10 years. Another nearly one mile of pipe needs significant maintenance and repair to address root intrusions. To address all these issues would cost an estimated **\$20 million**. If the remaining portion of the system to be inspected is in similar condition, that number increases to \$40 million. Left unaddressed, more frequent street flooding, sink holes, and property damage should be anticipated.
 - Street projects – Based on the current level of investment in street improvements, staff estimates, on average, **\$400,000** is required annually to fund stormwater improvements associated with planned street projects. Street funds are currently used to cover these costs. This practice impacts the amount of street improvements that can be pursued.
 - Capacity projects – Portions of Albany’s stormwater system are undersized and result in localized flooding. A stormwater master plan update that will identify the location of undersized pipes is underway. The costs to address these system deficiencies will be incorporated into future presentations once available.

Council acknowledged the unfunded stormwater needs but determined it is not the appropriate time to consider rate adjustments beyond that necessary to respond to inflation. If passed, the attached Resolution would implement a 5 percent increase to be effective April 1, 2018.

Budget Impact

Stormwater service charge revenue will increase by 5 percent with passage of the attached Resolution; an estimated increase of \$87,500 in annual stormwater revenue.

JB:ms

Attachment

- c: Kristin Preston, P.E., Wastewater Superintendent (via email)
- Rob Emmons, P.E., Assistant City Engineer (via email)
- Jeni Richardson, P.E., Civil Engineer III (via email)
- Jeff Babbitt, Senior Accountant (via email)
- Patty McInnes, Utility Billing Customer Service Supervisor (via email)

RESOLUTION NO. _____

A RESOLUTION SETTING RATES FOR STORMWATER MANAGEMENT SERVICES AND REPEALING RESOLUTION NO. 6547 (A RESOLUTION SETTING RATES FOR STORMWATER MANAGEMENT SERVICES).

WHEREAS, rain falling onto developed property collects and runs off impervious or saturated surfaces and drains into stormwater inlets, pipes, drainage ditches, and creeks, and ultimately discharges to various local waterways; and

WHEREAS, when not properly managed, stormwater can flood streets, cause property damage, erode streams, and carry pollutants into local waterways, causing harm to habitat and aquatic species; and

WHEREAS, the existing stormwater system assets of piped and open conveyances are valued at more than \$100 million and should be properly maintained; and

WHEREAS, proper operation and maintenance of stormwater systems is essential for public health and safety; and

WHEREAS, local waterways that receive stormwater are valuable community assets and are subject to federal and state water quality regulations; and

WHEREAS, the City of Albany must comply with new stormwater regulatory requirements (National Pollutant Discharge Elimination System, Municipal Separate Storm Sewer System, Phase II permit) that require significant resources; and

WHEREAS, the City Council finds that a dedicated and reliable source of funds is necessary in order to support stormwater services that meet regulatory requirements and proactively manage and maintain the City's stormwater system; and

WHEREAS, the City Council has determined that implementing a stormwater utility and service charge is the most appropriate and equitable means of providing a dedicated and reliable source of funds; and

WHEREAS, the stormwater service charge is not a tax subject to the property tax limitation of Article XI - Section 11b of the Oregon Constitution; and

WHEREAS, all developed property in the City either uses or benefits from the City's stormwater management program and no developed property is exempt from the stormwater service charge; and

WHEREAS, the City Council has determined undeveloped properties shall not be charged for stormwater services; and

WHEREAS, the City Council annually considers future rate adjustments based on actual and anticipated revenues and expenses and completed this year's evaluation at the February 12, 2018, Council Work Session and February 28, 2018, Council Meeting; and

WHEREAS, a **5 percent (5%)** increase in revenue is recommended to maintain the level of stormwater services currently provided.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the rates and charges for stormwater services as specifically described in Exhibit A (attached hereto) are hereby adopted; and

BE IT FURTHER RESOLVED that Resolution No. 6547 is hereby repealed; and

BE IT FURTHER RESOLVED that the rates established by this resolution and the repeal of Resolution No. 6547 shall be effective **April 1, 2018**.

DATED THIS 14th DAY OF MARCH 2018.

Mayor

ATTEST:

City Clerk

EXHIBIT A

STORMWATER SERVICE CHARGES

Stormwater service charges shall apply to all developed properties and are established for two rate classes: single-family residential (SFR) and non-single-family residential (NSFR). The stormwater service charge has two parts: a base charge and an impervious surface charge.

The base charge recovers costs attributed to customer-related services, such as billing and account maintenance, plus costs attributed to management of stormwater related to general use areas, such as streets and sidewalks in public rights-of-way. All developed property (SRF and NSFR) benefit from the City's efforts to manage stormwater by reducing flooding, keeping streets passable during storm events, and protecting water quality. All customers will pay the same base charge per account.

The impervious surface charge recovers costs attributed to increased stormwater runoff from impervious surface area outside of the public right-of-way. The amount of total impervious surface on a typical single-family residence serves as the base unit for determining a property's billable impervious surface area. In Albany, the typical single-family residential property has a total of 3,200 square feet of impervious area when all impervious surfaces are included. This typical single-family residential amount of impervious area is defined as one (1) equivalent residential unit or ERU.

The Public Works Director (Director) or his/her designee is responsible for determining the amount of billable impervious surface on a property. In making that determination, the Director may use aerial mapping, building plans, or other available tools. On-site measurement of the amount of impervious surface area on a property is not required to make this determination.

SINGLE-FAMILY RESIDENTIAL RATES

Each developed, single-family residential (SFR) property shall be billed a base charge and an impervious surface charge for one (1) ERU. The impervious surface charge is tiered in recognition of variations in SFR building footprints throughout the City. The building footprint includes the surface area of the main building.

The monthly stormwater bill for a single-family residential customer shall be computed as follows:

$$A = (\text{base charge}) + (\text{impervious surface charge} \times B)$$

where: A = monthly bill
B = 1 ERU

and where: base charge and impervious surface charges by tier are shown in the rate schedule below.

SFR RATE SCHEDULE

	Tier 1	Tier 2	Tier 3
Single-Family Residential Customer	1,350 ¹ or less	Between 1,351 and 3,150 ¹	3,151 ¹ or more
Base Charge	\$ 4.79 \$ 5.03	\$ 4.79 \$ 5.03	\$ 4.79 \$ 5.03
Impervious Surface Charge (\$/ERU)	\$ 1.45 \$ 1.52	\$ 1.95 \$ 2.05	\$ 2.45 \$ 2.57
Total monthly SFR stormwater bill	\$ 6.24 \$ 6.55	\$ 6.74 \$ 7.08	\$ 7.24 \$ 7.60

¹Building footprint only – square feet

NON-SINGLE-FAMILY RESIDENTIAL RATES

Non-single-family residential (NSFR) properties include commercial or industrial uses, schools, government, duplexes, mobile home parks, multiple-family units, or mixed commercial-residential properties, and all other non-single-family residential properties.

The monthly stormwater bill for each NSFR property shall include a base charge and an impervious surface charge. The base charge is the same one used for SFR accounts.

The impervious surface charge for NSFR properties is based on the amount of measured impervious area. The Director or his/her designee is responsible for determining the billable impervious surface area on a property.

The impervious surface charge for each NSFR customer is calculated by multiplying the rate per ERU by the number of ERUs for each property or account. The number of ERUs is determined by dividing the total billable impervious area by 3,200 square feet (the area of one ERU) and rounding to the nearest tenth.

The monthly stormwater bill for a non-single-family residential customer shall be computed as follows:

$$A = (\text{base charge}) + (\text{impervious surface charge} \times B)$$

where: A = monthly bill

B = the billable impervious area expressed in ERUs

and where: base charge and impervious surface charge rates are shown in the rate schedule below.

RATE SCHEDULE

Non-Single-Family Residential Customer

Base Charge \$ 4.79 \$ 5.03

Impervious Surface Charge (\$/ERU)¹ \$ 1.95 \$ 2.05

Monthly NSFR stormwater bill² **varies by account**

¹ ERU = Equivalent Residential Unit. One ERU is 3,200 square feet of impervious surface coverage

²The total monthly NSFR stormwater bill cannot be less than the Tier 2 SFR monthly bill

NON-SINGLE-FAMILY RESIDENTIAL CREDITS

The NSFR stormwater credit program recognizes on-site stormwater management improvements that exceed minimum requirements may reduce the City’s stormwater management costs.

Credits for the identified programs can be cumulative as long as the aggregate impervious surface charge reduction does not exceed 25 percent. In no case shall the application of credits result in a final NSFR monthly bill that is less than the Tier 2 SFR monthly bill.

To be eligible for a credit, the customer must submit a completed credit application form with all required supporting documentation along with a credit application fee of \$50.00. Eligible credit programs are described below:

On-Site Structural Stormwater Control Credit: NSFR credits may be allowed for an approved, on-site, structural stormwater control that provides detention, reduces runoff volume, or improves stormwater quality. The intent of the credit is to recognize efforts of property owners to better manage stormwater when stormwater controls are not required as part of a proposed development or other regulatory requirement.

To be eligible for a credit, prior approval of design and construction is required. All facilities eligible for credit must also be designed, constructed, and maintained to the City’s Engineering Standards and Standard Construction Specifications; or as otherwise approved by the Director or his/her designee. The Director may require an engineering report, hydrologic analysis, an operation and maintenance plan, or any other documentation he/she determines necessary to confirm the reported performance of a stormwater facility.

Facilities installed to meet development or other regulatory requirements are not eligible, even if they exceed minimum performance standards. Facilities determined by the Director or his/her designee to be of no benefit to the City’s stormwater systems are also not eligible. Final determination of facility eligibility is made at the discretion of the Director.

The credit will be calculated by determining the amount of impervious surface routed to the eligible facility(ies), multiplying that area by 25 percent, and converting it to an ERU (rounded to the nearest tenth). The dollar value of the credit will be calculated by multiplying the resultant ERU by the impervious surface charge rate. The maximum credit allowed is 25 percent of the impervious surface charge on the relevant stormwater bill.

At the discretion of the Director or his/her designee, the credit may be terminated if the customer fails to maintain the facility in proper working order, the property changes ownership, the drainage characteristics of the property change, the property is redeveloped, or the property boundaries change.

The City may request periodic site visits and periodic submittals of maintenance inspection reports to verify that the stormwater facilities, for which the customer is receiving a credit, are installed and maintained in good working order. Failure to allow access or to provide requested reports may be cause for termination of the credit received.

Oregon Department of Environmental Quality (DEQ) 1200Z Credit: Properties that operate in compliance with an approved 1200-Z permit from the Oregon DEQ are eligible for up to a 25 percent impervious surface charge credit for that portion of the property covered by the 1200Z permit. The property owner may be required to provide documentation or allow inspection by City staff in order to demonstrate, to the Director's or his/her designee's satisfaction, compliance with the 1200-Z permit. Final determination of credit eligibility is made at the discretion of the Director.

Education Credit: Albany is required to implement a public education and outreach program. An informed and knowledgeable community is crucial to the success of a stormwater management program since it helps to ensure greater support and greater compliance. Directing educational programs toward specific groups of appropriate school-age children can help to inform and educate our community.

A credit program for education services may be available for certain schools. To be eligible for this credit, the applicant school would provide access to students within the target grade level of the City's Public Education and Outreach Program for City or City-sponsored presentations. In order to be eligible for a credit, both the applicant school and the City must agree to program terms, and the Director or his/her designee shall determine credit eligibility.

The credit for this program is up to 25 percent of the impervious surface charge on the stormwater bill for the educational facility providing access to students.

Other Credits: The Director may consider requests for stormwater credit for other facilities or programs provided the customer can demonstrate those programs or facilities exceed minimum regulatory requirements and they reduce the City's stormwater management costs.

APPEALS

Customers with questions about their stormwater bill will be provided informal opportunities to ask questions about their bill, and the City will work to help the customer understand how the bill is calculated for their property. If, after the bill calculation has been explained and is understood, the customer still disagrees with the bill, the customer may formally appeal the bill.

Initial Appeal: Any customer who disagrees with the calculation of the stormwater service charges for his or her property may apply to the Director for reconsideration of the stormwater service charge. The formal appeal requires payment of a \$25.00 appeal fee, must state the grounds for reconsideration, and must be filed in writing with the Director no later than thirty (30) days after date of the billing. The Director shall review the request to determine whether an error was made in the calculation of the service charge. If an error has been made in the calculation, the Director may approve a change to the service charge. If the appeal is denied, the reason(s) for denial will be reduced to writing and provided to the customer.

Appeal to City Manager: An appeal of the Director's decision may be brought before the City Manager within thirty (30) days of the date of the Director's decision on the initial appeal. The request must state the grounds for reconsideration of the Director's decision and must be filed in writing with the City Manager. If the City Manager determines that an error has been made in the calculation, the City Manager may approve a change to the service charge. If the appeal is denied, the reason(s) for denial will be reduced to writing and provided to the customer. The decision of the City Manager shall be final.

Successful Appeal: If an appeal of charges is successful, the revised service charge shall be applied to the account beginning with the bill that was the subject of the initial appeal, a credit will be applied to the account, and the \$25.00 appeal fee will be refunded. The revised service charge will be reflected in future billings for the property until the physical characteristics of the property change or until the rate resolution is changed.

GENERAL UTILITY INFORMATION

Billing Accounts: In cases where multiple utility accounts exist on one parcel, e.g., commercial retail mall, multi-family apartment units, etc., the City will work with the property owner to either bill one of the accounts for stormwater services for the full parcel, or a new account may be created in the property owner's name and that account will be billed for the stormwater services for the parcel. If a non-single-family residential customer has two or more parcels associated with a single business operation, e.g., a commercial building and an adjacent parking lot, those parcels may be consolidated into one bill for stormwater billing purposes.

Monthly Bills: Bills will be rendered monthly. Bills for new accounts or closed accounts, or bills that, for any other reason, cover a period of time more or less than the normal billing period, shall be prorated. Stormwater service charges are not subject to vacancy credits and will not be discontinued when properties become vacant. However, under conditions where the City discontinues billing for other utility services, it may, at its discretion, choose to also discontinue billing for stormwater services.

Commencement: The stormwater service charge shall commence upon connection to the City's water or sewer system; or upon completion, occupancy, or use of the improvements, whichever comes first. Areas that are annexed to the City or under contract to annex shall become subject to the stormwater service charge on the date of annexation or the date of the annexation contract, whichever comes first.

Adjustments, Back-Billing, Credits, and Refunds: When the utility determines a customer has been mistakenly charged too much for stormwater services, the utility will apply a credit to the account based on the date the error first occurred, the date the current customer became responsible for the bill, or a period not to exceed six years, whichever is less. If the date cannot be reasonably determined, the utility will estimate the amount of the credit based on a period not to exceed six years.

When the utility determines a customer has not been charged or has not been charged enough for stormwater services, the utility will back-bill the account based on the date the error first occurred, the date the current customer became responsible for the bill, or a period not to exceed one year, whichever is less. If the date cannot be reasonably determined, the utility will estimate the bill for a period not to exceed one year. Customers who receive such a delayed bill will be offered the opportunity to make arrangements for installment payments.

Unified Billing: The stormwater service charge shall be billed and collected by the City in the same manner and at the same time as water and sewer service charges. Partial payments on the account shall be applied first to the stormwater charge, second to the sewer charge, and finally to the water charge. The customer shall not be allowed to specify a different allocation of payment.

Delinquent Accounts: An account is delinquent 10 calendar days after the date of the bill. Delinquent accounts will receive written notice of the delinquency and may be subject to administrative service charges and service discontinuation until the entire bill balance is paid in full. An interest charge may be added to the unpaid balance, at a rate of nine percent per annum.

Collection: Any balances due on delinquent accounts may be recovered by civil action in the name of the City against the property owner, the person, or both. Change of ownership or occupancy of premises found delinquent shall not be cause for reducing or eliminating the debt due. Should the City find it necessary to collect any delinquent fees or charges for stormwater services, it shall be entitled to use any means provided by the laws of the State or permitted by the Charter and ordinances of the City. Fees and charges that are delinquent may be subject to interest charges at nine percent per annum. Any interest charge due hereunder, which is not paid when due, may be recovered in an action at law by the City.

AN ORDINANCE AMENDING THE ALBANY MUNICIPAL CODE (AMC) TITLE 7 BY THE CREATION OF SECTION 7.84.210 TITLED PROHIBITED CAMPING; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Albany is adding AMC Chapter 7.84.210, Prohibited Camping, to address and regulate camping on public property and public rights-of-way; and

WHEREAS, camping on public property negatively impacts the community, residents, businesses, and visitors; and

WHEREAS, camping on public property creates potential safety and health hazards for individuals accessing public property and public rights-of-way for their intended use.

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

Amending AMC Title 7, Public Peace, Morals, and Safety. AMC Title 7 is hereby amended to add Section 7.84.210 titled Prohibited Camping:

Sections:

7.84.010 Definitions.

7.84.210 Prohibited Camping.

7.84.010 Definitions.

For the purpose of the Albany Municipal Code, the following definitions apply:

- (1) "Debris" means the remains of something broken down or destroyed including, but not limited to: scrap metal, scrap paper, scrap plastic or scrap wood; pieces of asphalt, concrete, lumber or other building supplies; or yard clippings or cuttings of plant material.
- (2) "Garbage" means food waste, animal and vegetable waste, dead animal carcasses, refuse, rubbish, trash, or other useless or discarded material.
- (3) "Junk" means all inoperable motor vehicles, in which multiple major components are defective or removed for more than 30 consecutive days; any motor vehicle which has been unlicensed for more than 30 consecutive days; defective motor vehicle parts, abandoned automobiles, used tires, inoperable and defective machinery, or parts thereof, inoperable and defective appliances and parts thereof, metal portions of inoperable machinery, broken glass, empty glass, plastic or metal containers, scrap lumber, broken furniture, other wastes and/or discarded materials.
- (4) "Person in charge of property" means an owner, agent, contract purchaser, lessee, occupant, or other person having possession or control of real property.
- (5) "Place" or "property" means any premises, room, house, building or structure, or any separate part or portion thereof, whether permanent or not, or the real property itself.
- (6) "Public sidewalk" means a paved walkway within the public right-of-way or on publicly owned property.
- (7) "Street" means the portion of a road ordinarily used for vehicular travel, including the shoulder, and all public street right-of-way regardless of whether improved or unimproved.
- (8) "Imminent nuisance" means the existence of debris, garbage, or junk on real property that is detrimental to public health, safety, or welfare, and causes imminent danger to human life, safety, or to property. (Ord. 5879 § 1, 2016; Ord. 5211 § 1, 1995).
- (9) **"To camp" means to set up or to remain in or at a campsite.**

(10) "Campsite" means any place where any bedding, sleeping bag, or other materials used for bedding purposes, or any stove or fire is placed, established or maintained for the purpose of maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicles or part thereof.

7.84.210 Prohibited Camping.

(1) No person shall camp in or upon any sidewalk, street, alley, lane, public right-of-way, park or any other publicly-owned property or under any bridge or viaduct, unless otherwise allowed by declaration of the City Manager or his/her designee in emergency situations.

(a) Upon finding it to be in the public interest and consistent with City goals and policies, the City Manager and Director of Parks and Recreation in the instance of park events, may exempt a special event from the prohibitions of this section through permit or other decree and shall specify the period of time and location covered by the exemption.

Section 2: 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 Council: _____

Approved by Mayor: _____

Effective Date: _____

Mayor

ATTEST:

City Clerk

AN ORDINANCE AMENDING THE ALBANY MUNICIPAL CODE (AMC) TITLE 7 BY THE CREATION OF SECTION 7.84.220 TITLED ENHANCED LAW ENFORCEMENT AREA.

WHEREAS, the City of Albany is adding AMC Chapter 7.84.220, Enhanced Law Enforcement Area, to address areas within the City that have increased unlawful activity occurring; and

WHEREAS, these specific areas within the City are becoming an attraction for unlawful activity and pose health and welfare hazards to the public; and

WHEREAS, creating an enhanced law enforcement area will allow law enforcement personnel to more readily address the unlawful activity occurring.

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

Amending AMC Title 7, Public Peace, Morals, and Safety. AMC Title 7 is hereby amended to add Section 7.84.220 titled Enhanced Law Enforcement Area:

Sections:

7.84.220 Enhanced Law Enforcement Area

7.84.220 Enhanced Law Enforcement Area and Persistent Violation, Misdemeanor

- (1) **It is the intent of the City Council to protect discrete areas within the City that are experiencing increased unlawful activity against becoming an attraction for more such activity and to protect the public against health and welfare hazards posed by persons who are attracted to these areas for opportunities to engage in or to contact others to engage in unlawful activity.**
- (2) **The City Council finds that the following geographic areas within the City are particularly affected by unlawful behavior and/or are subject to a disproportionate number of incidents of the unlawful activities comprising persistent violation as defined in AMC 7.84.230 below, and declares each such area to be an Enhanced Law Enforcement Area:**
 - (a) **Enhanced Law Enforcement Area – Includes north of Pacific Boulevard at Pine Street continuing to the Willamette River, west to Elm Street continuing south to 11th Avenue, east to Pacific Boulevard continuing along Pacific Boulevard back to Pine Street. The Albany Train Station and the Pacific Boulevard overpass are included in this area as seen in Exhibit A.**

7.84.230 A Person Commits the Crime of Persistent Violation If:

- (1) **The person is convicted in the Albany Municipal Court or Linn County Circuit Court for any combination of the following crimes or violations occurring in separate incidents within a six-month period within an Enhanced Law Enforcement Area:**
 - (a) **Three (3) or more Class A, B, or C felonies or Class A, B, or C misdemeanors;**
 - (b) **Two (2) Class A, B, or C felonies or Class A, B, or C misdemeanors plus one (1) or more violations of subsection (c) set forth below;**
 - (c) **Three (3) or more violations of any of the following sections or laws:**
 - (i) **AMC 9.04.055 – Human Waste;**
 - (ii) **AMC 7.08.050 – Unnecessary Noise;**
 - (iii) **AMC 7.08.040 – Consumption or possession of alcoholic beverages in public places;**
 - (iv) **AMC 7.84.210 – Prohibited Camping;**

(v) ORS 475B.280 – Use of marijuana in public place prohibited; OR

(d) The person knowingly enters an Enhanced Law Enforcement Area in violation of a Municipal Court expulsion order as a term of the person’s probation or a court expulsion order pursuant to AMC 7.84.220.

7.84.240 Mandatory Arrest

(1) When a peace officer has probable cause to believe that a person has committed the crime of Persistent Violation, the officer shall arrest and take into custody the alleged violator.

7.84.250 Misdemeanor Classification Presumptive Penalty

(1) Persistent violation is a Misdemeanor as outlined in 1.04 of the Albany Municipal Code.

(2) Unless there is reasonable cause to order otherwise, upon a finding that any offense supporting a conviction for Persistent Violation occurred within an Enhanced Law Enforcement Area, in addition to any other appropriate conditions of probation, the Court shall expel the person from an Enhanced Law Enforcement Area defined in AMC 7.84.220(2) for a period not less than three (3) months or more than one (1) year, unless the court finds it necessary to:

(a) Specifically address the remedy for the violation; and/or

(b) Allow the person to travel to and from the person’s place of employment, educational facility, City offices, physical or mental health treatment facility, or other areas that the court deems materially related to the person’s crimes or violations, the needs of the person, or the protection of the public.

Passed by Council: _____

Approved by Mayor: _____

Effective Date: _____

Mayor

ATTEST:

City Clerk

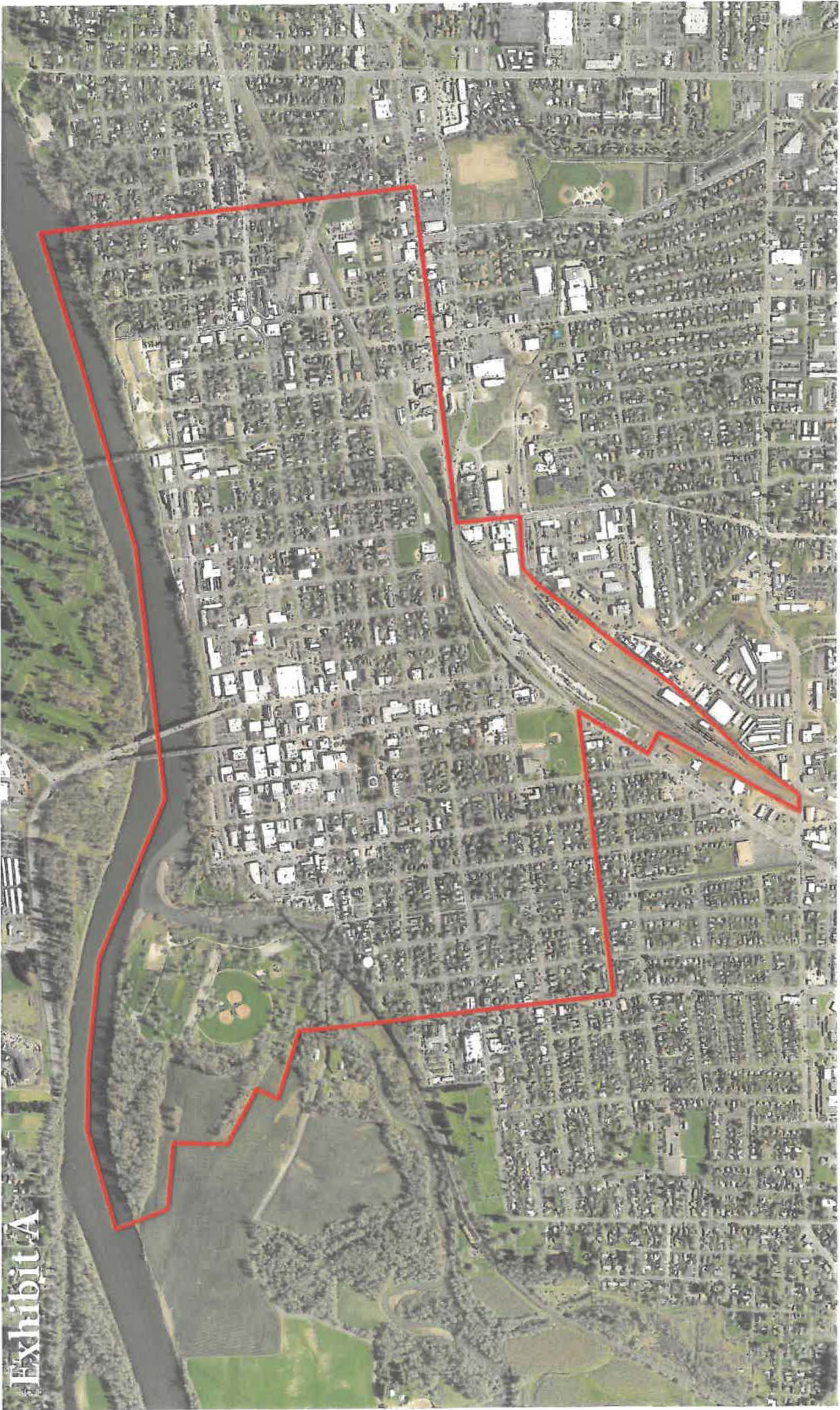


Exhibit A

AN ORDINANCE AMENDING THE ALBANY MUNICIPAL CODE (AMC) CHAPTER 13.21 TITLED REGULATIONS FOR MOTOR VEHICLE PARKING.

WHEREAS, the City of Albany is amending AMC Chapter 13.21, Motor Vehicle Parking, to differentiate general parking throughout the city and the downtown parking area; and

WHEREAS, general parking is enforced by police and the downtown parking area is enforced by Parkwise; and

WHEREAS, this will bring parking fees and forfeiture to a consistent standard throughout the City.

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

Amending AMC Title 13, Vehicles and Traffic. AMC Title 13.21 is hereby amended to add Section 13.21.155 and revised Sections 13.21.160-13.21.170:

Sections:

13.21.155 Methods of charging parking violations – General.

13.21.160 Methods of charging parking violations – **Downtown parking area.**

13.21.170 Forfeiture.

13.21.155 Methods of charging parking violations – General.

(1) Whenever any officer having enforcement responsibility as provided in AMC 13.21.130 shall have reasonable cause to believe that a vehicle is parked in violation of any of the provisions of AMC 13.21.010 through 13.21.120, excluding AMC 13.21.115, he/she shall issue a citation in conformance with ORS 221.340, and file the original thereof with the Municipal Court Clerk or such other person as the Clerk may designate to receive such citations.

(a) Before an appearance in front of the Albany Municipal Court Judge, any person charged with a violation of AMC 13.21.010 through 13.21.120 may, without personal appearance before the Albany Municipal Court Judge, make a forfeiture deposit in the amount shown on the citation charging such offense, which amount shall be set by City Council Resolution.

13.21.160 Methods of charging parking violations – Downtown parking area.

~~(1) Whenever any officer having enforcement responsibility as provided in AMC 13.21.130 shall have reasonable cause to believe that a vehicle is parked in violation of any of the provisions of AMC 13.21.010 through 13.21.120, excluding AMC 13.21.115, he/she shall issue a citation in conformance with ORS 221.340, and file the original thereof with the Municipal Court Clerk or such other person as the Clerk may designate to receive such citations.~~

(12) Whenever any officer having enforcement responsibility as provided in AMC 13.21.130 shall have reasonable cause to believe that a vehicle is parked in violation of any of the provisions of AMC 13.21.115, he/she shall issue a citation as set forth in this subsection.

(a) The citation shall cite the violator to appear before a board of parking reconciliation which shall be established by the Albany Downtown Association or Parkwise to provide initial adjudication and resolution of parking violations. The Board of Parking Reconciliation is authorized to compromise and settle parking violations with the person charged with a violation upon such terms as the board deems just. If the forfeiture is not paid pursuant to the schedule and amount set forth herein or if the penalty determined by the Board of Parking Reconciliation is not paid, as prescribed by the Board, the enforcement officer who initiated the original citation shall cause a citation to be filed with the Albany Municipal Court and delivered to the defendant by first-class mail, postage prepaid, addressed to the defendant at his/her address as shown by the records then maintained by the Oregon Department of Motor Vehicles. The parking citation shall conform to the requirements in this subsection. The penalty established by the forfeiture schedule set forth herein or the Board of Parking Reconciliation, whichever is greater, shall be noted on the parking citation.

- (b) In order to file a parking citation with the Albany Municipal Court, the original thereof shall be filed with the Municipal Court Clerk or such other person the Clerk may designate to receive such citations. The citation shall be in conformance with the requirements of ORS 222.333.
- (c) Before midnight on the tenth day following the date of the alleged violation, any person charged with a violation of AMC 13.21.115(3)(a)(i) through (iii) may, without personal appearance before the Board of Parking Reconciliation, make a forfeiture deposit in the amount shown on the citation charging such offense, which amount shall be \$35.00. Thereafter, the forfeiture amount shall increase to \$40.00 if paid before midnight on the thirtieth day following the alleged violation. If not paid by such date, the forfeiture amount shall increase to \$70.00.
- (d) Before midnight on the tenth day following the date of the alleged violation, any person charged with a violation of AMC 13.21.115(3)(a)(iv) may, without personal appearance before the Board of Parking Reconciliation, make a forfeiture deposit in the amount shown on the citation charging such offense, which amount shall be \$15.00. Thereafter, the forfeiture amount shall increase to \$20.00 if paid before midnight on the thirtieth day following the alleged violation. If not paid by such date, the forfeiture amount shall increase to \$30.00. (Ord. 5884 §§ 1, 2, 2016; Ord. 5706 § 4, 2008; Ord. 5026 § 1, 1993; Ord. 4951 § 1, 1991; Ord. 4702 § 2, 1986).

13.21.170 Forfeiture.

- (1) Before midnight on the fourteenth day following the date of the alleged violation, any person charged with a violation of AMC 13.21.010 through 13.21.120, excluding AMC 13.21.115, may, without personal appearance before the Municipal Judge, make a forfeiture deposit in the amount shown on the citation charging such offense, which amount shall be **set by City Council Resolution**. ~~for an alleged violation of:~~
 - (a) ~~AMC 13.21.020(1), 13.21.030 (1) through (14), 13.21.050(1), 13.21.070, 13.21.080, 13.21.090, 13.21.100, and any other violation of 13.21.010 through 13.21.120, excluding AMC 13.21.115, and any other parking regulations for which a specific forfeiture deposit is not set forth below, []~~.
 - (b) ~~AMC 13.21.020(2), 13.21.040, []~~.
 - (c) ~~AMC 13.21.030(12), []~~.
 - (d) ~~AMC 13.21.050(2) and (3), []~~.
- (2) After the period set forth in subsection (1) of this section, and before midnight of the thirtieth day following the date of the alleged offense, any person so charged may, without personal appearance before the Municipal Judge, make a forfeiture deposit in the amount designated ~~in this subsection~~ **by City Council Resolution**.
 If the amount under subsection (1) of this section for the alleged violation is:
 - (a) ~~[a], then the forfeiture shall be [b]~~.
 - (b) ~~[a], then the forfeiture shall be [b]~~.
 - (c) ~~[a], then the forfeiture shall be [b]~~.
 - (d) ~~[a], then the forfeiture shall be [b]~~.
- (3) ~~After midnight of the thirtieth day following the date of the alleged offense, any person so charged may, without personal appearance before the Municipal Judge, make a forfeiture deposit in the amount designated in this subsection. If the amount under subsection (1) of this section for the alleged violation is:~~
 - (a) ~~[a], then the forfeiture shall be [b]~~.
 - (b) ~~[a], then the forfeiture shall be [b]~~.
 - (c) ~~[a], then the forfeiture shall be [b]~~.
 - (d) ~~[a], then the forfeiture shall be [b]~~.
- (3) **After the period set forth in subsection (2) of this section the forfeiture deposit shall be increased as set by City Council Resolution and sent to collections.**
- (4) The Municipal Judge may, in the exercise of his/her discretion and where he/she deems cause to exist therefor in a particular case, remit all or any portion of the forfeiture set forth in this section, or require any additional sum he/she deems necessary up to the maximum civil penalty prescribed in AMC 13.21.150. (Ord. 5706 § 5, 2008; Ord. 5026 § 1, 1993; Ord. 4951 § 1, 1991; Ord. 4796, 1987; Ord. 4752 § 2, 1987; Ord. 4702 § 2, 1986).

Passed by Council: _____

Approved by Mayor: _____

Effective Date: _____

Mayor

ATTEST:

City Clerk

AN ORDINANCE AMENDING THE ALBANY MUNICIPAL CODE (AMC) CHAPTER 13.70 TITLED ABANDONED VEHICLES.

WHEREAS, the City of Albany is amending AMC Chapter 13.70, Abandoned Vehicles, to address the numerous complaints of abandoned vehicles that are received by the City; and

WHEREAS, many of these vehicles are inoperable and unregistered; and

WHEREAS, current regulations create a loophole which allows individuals to remove pre-tow notice stickers and move their vehicle a small distance, therefore nullifying the notice; and

WHEREAS, when this occurs, law enforcement must repost the sticker and wait an additional 24 hours creating a repetitive and time-consuming process; and

WHEREAS, this causes additional complaints from residents and additional work for City staff.

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

Amending AMC Title 13, Vehicles and Traffic. AMC Chapter 13.70 is hereby amended to change Sections 13.07.020 and 13.07.050.

Sections:

- 13.70.010 Definitions.
- 13.70.020 Abandoned vehicles prohibited.
- 13.70.050 Pre-towing investigation and notice.

13.70.010 Definitions.

As used in this chapter, unless the context requires otherwise:

- (1) "Abandoned" means a vehicle left unoccupied and unclaimed; or in such a damaged or disabled or dismantled condition that the vehicle is inoperable; or not currently licensed through the division, if such a license is required by law.
- (2) "Chief of Police" means an authorized law enforcement officer of the City or another City employee authorized to enforce this chapter.
- (3) "City" means the City of Albany, Oregon.
- (4) "Division" means the Motor Vehicle Division of the State of Oregon or the corresponding state agency of the state in which the vehicle is registered or licensed.
- (5) "Hazardous vehicle" means a vehicle left in a location or condition that constitutes an immediate and continuous hazard to the safety of persons using the streets or alleys of the City. For example, and not for limitation, the following are hazardous vehicles:
 - (a) Vehicles blocking public or private rights-of-way.
 - (b) Vehicles with leaking petroleum or other hazardous fluids.
 - (c) Vehicles blocking fire hydrants.
 - (d) Vehicles with broken glass/windows.
- (6) "Owner" means any individual, firm, corporation, or unincorporated association with a claim, either individually or jointly, or ownership of any interest, legal or equitable, in a vehicle.
- (7) "Private garage" means a private storage yard, garage, or other storage place selected by the Chief of Police.

- (8) "Vehicle" means every device in, upon or by which a person or property is or may be transported or drawn upon a public highway, except devices moved exclusively by human power or used exclusively upon stationary rails or tracks. (Ord. 4971 § 1, 1991; Ord. 3562 § 1, 1971).

13.70.020 Abandoned vehicles prohibited.

- (1) No vehicle that the Chief of Police has reason to believe is abandoned, **by means of being unoccupied and unclaimed**, shall be parked or left standing on the right-of-way of a City street, alley, or City property for a period in excess of 24 hours.
- (2) **No vehicle that the Chief of Police has reason to believe is abandoned, by means of being in a damaged, disabled, or dismantled condition rendering it inoperable; or not currently licensed though the division, if such a license is required by law, shall be parked or left standing on the right-of-way of a City street, alley, or City property.**
- (3) A vehicle so parked or left standing may be taken into custody by the Chief of Police and shall be held at the expense of the owner of the vehicle. The Chief of Police may use department personnel, equipment, and facilities for removal and storage of the vehicle or may hire other personnel, equipment, and facilities for that purpose. (Ord. 4971 § 1, 1991; Ord. 3562 § 2, 1971).

13.70.050 Pre-towing investigation and notice.

- (1) The Chief of Police investigating a vehicle in violation of AMC 13.70.020 shall:
- (a) Make a routine investigation to discover the owner and request removal of the vehicle.
 - (b) Failing to discover the owner by such a process, make a diligent inquiry as to the name and address of the owner by examining the vehicle for a license number, identification number, make, style, or any other information that will aid in the identification of the owner. When such vehicle is required by law to be registered with the Division, the Chief of Police shall inquire by license and/or VIN number with the Division for the name and address of the owner.
 - (c) Whether or not the owner is identified, affix a pre-tow notice upon the vehicle where it can be easily seen.
 - (d) If a vehicle is found in the same condition as described in AMC 13.70.020(2) in which a pre-tow notice was affixed, within 30 days of the original notice, the owner shall be considered notified and the vehicle shall be taken into custody by the Chief of Police.**
- (2) This section does not apply to a hazardous vehicle. (Ord. 5249 § 1, 1996; Ord. 4971 § 1, 1991; Ord. 3562 § 5, 1971).

Passed by Council: _____

Approved by Mayor: _____

Effective Date: _____

Mayor

ATTEST:

City Clerk

AN ORDINANCE AMENDING THE ALBANY MUNICIPAL CODE (AMC) TITLE 18 BY THE CREATION OF SECTION 18.32 TITLED BOARDING UP STRUCTURES.

WHEREAS, the City of Albany is adding AMC Chapter 18.32, Boarding Up Structures, to address unsecured properties within the City; and

WHEREAS, unsecured properties are an attractive nuisance and contribute to neighborhood blight; and

WHEREAS, blight lowers property values, leads to deteriorating housing conditions, undermines the quality of neighborhood life, affects the public health, safety, and general welfare; and

WHEREAS, creating reasonable regulations for boarded up structures will reduce their detrimental effects to the City of Albany's neighborhoods and residents.

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

Amending AMC Title 18, Building Code Administration and Property Maintenance. AMC Title 18 is hereby amended to add Section 18.32 titled Boarding Up Structures:

Sections:

- 18.32.010 Definitions
- 18.32.020 Unsecure Property
- 18.32.030 Boarding Material
- 18.32.040 Property Board Up Standard
- 18.32.050 Alternative Board Up Variance
- 18.32.060 Joint and Several Obligations
- 18.32.070 Failure to Comply
- 18.32.080 Imminent Nuisance Abatement
- 18.32.090 Abatement
- 18.32.110 Costs to Become a Lien

18.32.010 Definitions.

- (1) **“Financial Institution” means a lender, bank, or servicer engaged in the financial services business and any of their successors or assigns that own, hold, service and/or serve as trustee of a secured interest in a property by way of a mortgage or otherwise. “Engaged in the financial services business” applicable to a financial institution means to engage in underwriting, originating or making loans secured by a mortgage or real property; or servicing loans secured by a mortgage on real property in any respect, including, but not limited to collection of payments, creation and administration of escrow and insurance accounts, assessment of late-payment charges, management of loss mitigation, securing and managing foreclosed real property or real property undergoing foreclosure on behalf of a mortgage holder; and engaging in the preservation and maintenance of real property secured by a mortgage on such real property that has become unoccupied and unsecured.**
- (2) **“Property” (business or residence) means any building or structure or any separate part, unit or portion thereof whether or not permanent. If one or more individual dwellings in an apartment, condominium or row house complex is unoccupied and unsecure, such dwellings shall be subject to the requirements of this Chapter.**
- (3) **“Unoccupied” as used herein means:**
 - (a) **No trade or business is present by the owner or any person having a leasehold interest or record in the property or other lawful occupancy;**

- (b) **Uninhabited with no visible signs or active indications, upon casual observation, that the property is undergoing improvements as evidenced by an unexpired building or improvement permit, an unexpired application for such permit or other facts indicating the property is undergoing ongoing improvements;**
 - (c) **One or more utility connections including water, sewer, natural gas or electric connections are no longer servicing the property, or one or more of such utility connections are not actively being billed by such utility provider to the property (water service is exempt if property has an active well);**
 - (d) **The property has been boarded up or otherwise sealed in order to prevent it from becoming unsecure or because such boarding up or sealing was ordered by the political subdivision pursuant to its applicable municipal, county, state or federal police powers; or**
 - (e) **The property is condemned or otherwise declared a violation by such the City of Albany.**
- (4) **“Unsecure” or “unsecured” or “unsecure property” means an unoccupied property that is open, compromised or breached in such a way as to allow unauthorized physical access to the interior space of the property by persons. Such unsecure property includes but is not limited to broken windows, doors, crawl spaces or any other opening in the property greater than 1 square foot in area located less than 10 feet above grade at any point along the perimeter of the property.**
- (5) **“Owner” means the legal or equitable owner of real property, including a land contract vendee, tenant or lessee of the real property under a lease term of one year or more, a mortgagee in possession of a property and any financial institution acquiring legal or equitable ownership in a property. A financial institution in favor of which a foreclosure, receivership, quiet title or other transfer decree has been ordered by a board or court of competent jurisdiction with respect to property shall be deemed an owner. In the case of multiple legal or equitable owners of a property including a mortgagee in possession, each such owner shall be considered an owner of a property, and subject to the requirements in this Chapter.**

18.32.020 Unsecure Property.

(1) Owners:

- (a) **Within 14 days of any property becoming an unsecured property or within 14 days of an owner acquiring an unsecure property, any owner of the property shall secure the property and shall secure it pursuant to the requirements of Section 18.32.040.**
- (b) **Within 14 days of receiving notice from the City of Albany or any other political subdivision that a property is an unsecured property, any owner of the property shall secure the unsecured property and shall secure it pursuant to the requirements of Section 18.32.040.**

(2) Financial Institutions:

- (a) **Voluntary Action. A financial institution that is not the owner of the unsecured property, but that holds, owns, or services a mortgage on the unsecured property, may board up and secure a property in order to preserve it from the elements, vandalism, deterioration, criminal activity, unauthorized access and such other purposes deemed necessary to secure the collateral. Such financial institution shall secure the property and shall secure it pursuant to Section 18.32.040.**
- (b) **Upon Order of City of Albany. Within 14 days of receiving notice from the City of Albany that a property not owned by a financial institution, but for which it holds, owns or services a mortgage on the property, is unsecured property, the financial institution shall secure the property and shall secure it pursuant to the requirements of Section 18.32.040.**
- (c) **In all instances, a financial institution shall be required to comply with this Chapter from the date**

that it gives the owner notice of a default under the terms of the mortgage which secures the property, or files a notice of *lis pendens*, whichever occurs first, and shall so continue to comply until such time as the subject property is sold or transferred to a new owner at auction or otherwise. If the financial institution acquires the property at foreclosure auction, it shall comply with this Chapter as an owner.

- (d) A financial institution that is not the owner of an unsecured property, but that holds, owns, or services a mortgage on the unsecured property and that secures the property as prescribed in Section 18.32.040, shall not be deemed an owner, mortgagee-in-possession, or exercising dominion or control for the property, and shall not be liable in trespass, or unauthorized entry onto the property as a result of securing the property pursuant to the requirements of Section 18.32.040.

18.32.030 Boarding Material.

- (1) As used herein polycarbonate material means a minimum of 3/16-inch thick clear shatter proof polycarbonate material with a strength capable of sustaining impact without breaking or shattering, absent excessive force. For example, such polycarbonate material shall be capable of sustaining a human propelled brick without breaking or shattering. Example of such sheeting strength yields would include strength yields equal or greater than American Society for Testing and Materials (ASDM) D638 Tensile Strength, Yield value of 8000 psi. When this sheeting is installed it shall be installed in a manner intended to provide an appearance approximating glass in the window casing, and consistent in appearance with the surrounding surface in the case of all other openings that require securing.
- (2) As used herein plywood material means a minimum of 1/2-inch thick exterior grade or better plywood which can maintain its tensile strength through long exposure to moisture.
- (3) As used herein cross-beam mean a minimum of 1.5 x 3.5-inch thick piece of solid wood material or stronger.
- (4) Unless otherwise granted a variance by the City of Albany from strict compliance herewith, material such as particle board, wafer board, masonite or other similar material shall not be used for boarding up property.

18.32.040 Property Board-Up Standard.

- (1) **General Requirement.** Unless otherwise provided in this Chapter, all property that is unsecure shall be secured by boarding unsecure windows, doors, and other openings with sheeting material in accordance with Section 18.32.030.
- (2) When property board-up is required all street, alley, sidewalk, and public facing sides of the structure shall have polycarbonate material used. All other sides of the structure can use plywood or polycarbonate material as described in Section 18.32.030.
- (3) **Boarding Standard – Windows.**
 - (a) **Internal Compression Method.** Windows with broken, missing, or removed glass, or that are otherwise unsecure, shall be boarded as follows;
 - (i) All remaining broken glass shall be removed from the window opening including damaged frames as to provide a clean opening;
 - (ii) The sheeting material shall be cut to match the dimensions of the inside of the window casing so that when installed, the sheeting will fit tightly and not permit a tool to be placed behind it;
 - (iii) A hole shall be drilled into each of the four corners of the sheeting material. The holes

shall be positioned so they are not more than 1-inch from the window frame at the width and no more than 6-inches from the window sill and top frame.

- (iv) **Two solid continuous cross-beams shall be cut in sufficient length to be no less than 8-inches longer than the horizontal width of the interior window casing. Each cross-beam shall be predrilled with holes that are positioned to match the horizontal pattern of the holes in the sheeting.**
 - (v) **The sheeting shall be secured in place over the exterior of the window opening by placing a 3/8-inch or larger corrosion resistant, smooth-head carriage bolt through each of the holes in the sheeting and then placing one washer onto each of the carriage bolts; the cross beams shall then be aligned and affixed to such carriage bolts from the interior of the window opening. Another nut and washer shall be placed onto each of the carriage bolts and tightened with a ratchet to achieve sufficient torque and a slight deflection in the cross-beams so that the nuts cannot be loosened by hand. Once secured, no space shall exist between the sheeting and the exterior window casing.**
- (b) **Exterior Screw Method. Fixed or inoperable windows with intact glass; or windows in which the internal compression method is impractical shall be secured as follows:**
- (i) **The sheeting material shall be cut to match the dimensions of the inside of the window casing so that when installed, the sheeting will fit tightly and not permit a tool to be placed behind it;**
 - (ii) **Drill and countersink holes shall be made along the perimeter of the sheeting material starting with a hole at each of the four corners and adding additional holes at 10-inch increments around the perimeter of the sheeting. Minimum length 2 1/2-inch corrosion resistant security head screws shall be used in each hole to affix the sheeting to the window frame or exterior casing.**
 - (iii) **In the event the sheeting cannot be secured by cutting the sheeting material so as to neatly fit the inside window casing, the sheeting shall be placed over the exterior window casing such that the sheeting material covers the entire window casing and extends beyond the window casing at least 8-inches on center. The sheeting material shall be secured with minimum length 2 1/2-inch corrosion resistant security head screws secured at the corners, and along the sheeting outer edges in 10-inch spaced increments as described in subsection (i) above.**
- (c) **Variance. If circumstances make the foregoing methods of installation impractical such as due to excessive frame, door and wall damage, or windows that are in an arc encasing or other unusual inset or characteristic the window or opening shall still be installed with the sheeting, but may be affixed and secured in any manner approved by the City of Albany as to achieve substantial compliance with this Chapter.**

(4) Boarding Standard – Unsecure Doors; Sliding or Other Doors.

- (a) **Exterior Access Door. At least one exterior door shall allow authorized persons access to the interior of the property. Such exterior access door shall be secured by hinged sheeting material. The door shall be securely locked using a padlock and hasp assembly that is bolted through the sheeting material. The lock loop portion of the hasp shall be attached to the door frame using a minimum of 3-inch long security screws.**
- (b) **Sliding glass doors and other exterior doors. Sliding glass doors or exterior doors other than the exterior access door shall be secured in the same manner as described in Section 18.32.040(3).**

- (1) The City Manager or designee may grant a variance allowing all sides of a house to be boarded up using plywood material described in 18.32.030 for up to 60 days.
- (2) After the 60 day variance period has expired all street, alley, sidewalk, and public facing sides of the structure shall be boarded up using polycarbonate material described in 18.32.030.

18.32.060 Joint and Several Obligations.

A financial institution that is not an owner of the unsecured property to which an order to secure such property is issued by the City of Albany, shall be required to comply with any such orders as prescribed herein.

However, nothing herein shall absolve or diminish the owners' obligation to comply with the requirements of this Chapter regardless of the issuance of any order to financial institution. A financial institution not in ownership of the unsecured property and any owner shall be jointly and severally liable to comply with this Chapter, and shall be jointly and severally liable for all civil fines and charges levied against them for non-compliance with any portion of this Chapter.

18.32.070 Failure to Comply.

Any owner or financial institution that fails to comply with the requirements of this ordinance, upon notice of non-compliance from the City of Albany, shall jointly and severally be subject to a civil fine of \$500 for each violation of this Chapter. Failure to comply with any portion of this Chapter within 10 days of such notice shall result in a civil fine of an additional \$500 per day for each day thereafter that such owner or financial institution remains in non-compliance with this Chapter. In addition to the fine imposed herein, the City of Albany may, but is not required, to secure the unsecured property itself or through any authorized third party or agent as described in Section 18.32.080 and 18.32.090.

18.32.080 Imminent nuisance abatement.

- (1) If a condition, substance, act or nuisance exists that is detrimental to public health, safety or welfare, it may summarily be abated if after inspection of the premises by the City Manager or his/her designee it is found to exist, and there is imminent danger to human life, safety, or to property. Determination of a condition, substance, act, or other occurrence constituting an imminent nuisance shall be made by the City Manager or his/her designee.
- (2) No notice to the property owner or person in control of the property is required.
- (3) Costs of abatement may be assessed as provided in AMC 18.32.090 and 18.32.110.

18.32.090 Abatement.

Where there is no imminent danger to human life, safety, or to property but a violation is found to exist, the following abatement procedures will apply:

- (1) Notice shall be posted on the premises where the condition, substance, act, or violation exists, directing that the owner, person in charge and person occupying the property abate the situation.
- (2) At the time of posting, the City Manager or his/her designee shall hand deliver or send a copy of the notice by certified mail and first class to:
 - (a) Owner at the last known address as listed in the county tax assessor's office; and
 - (b) The person in charge of the property or occupant if different from the owner.
- (3) If prior notice of abatement was sent to the owner or person in charge of the property within the preceding 12 months, and ownership or control of the property has not changed, and the prior notice was returned as undeliverable or the delivery was refused, then notice shall be provided via publication

in a newspaper of general circulation at least 10 days before abatement action is taken.

(4) The notice to abate shall contain:

- (a) A description of the real property, by street address or otherwise, on which the condition, substance, act, or violation exists;**
- (b) A description of the condition, substance, act, or violation which must be abated;**
- (c) A direction to abate the condition, substance, act, or violation within a time specified on the notice;**
- (d) A statement that unless the condition, substance, act, or violation is removed, the City may abate the situation, and the cost of abatement shall be a fee sufficient to cover the direct cost of removal, plus 30 percent for administrative overhead; and this total cost shall be charged to the owner;**
- (e) A statement that the owner or person in charge of the property may protest the abatement by giving written notice to the City Manager or his/her designee within 10 days from the date of the notice;**
- (f) A statement that if the cost of abatement is not paid by the owner or person in charge of the property, the cost of abatement may be assessed and become a lien on the property.**

(5) After completion of the posting and delivering/mailing, the person posting and delivering/mailing the notice shall file this certificate with the City Manager or his/her designee stating the date and place of delivering/mailing and posting.

(6) An error in the name or address of the owner or person in charge of the property or use of the name other than that of the owner or person in charge of the property shall not make the notice void, and in such case the posted notice shall be sufficient.

(7) Within 10 days after the posting and delivering/mailing of the notice, the owner or person in charge of the property shall abate the condition, substance, act, or violation specified in the notice, or appeal the City Manager's decision to the Municipal Court as specified in subsection (8) of this section.

(8) Any person who shall receive a notice described in subsection (4) of this section may appeal the City Manager's decision by filing a notice of appeal with the City Manager or his/her designee within 10 days after the posting and mailing of the notice. The appeal must specify the basis therefor.

(9) The appeal shall be referred to the Municipal Court for a hearing.

(10) If the Municipal Judge determines that the violation does exist, the owner or person in charge of the property shall abate the violation within such time as the Judge may grant or, if no specific period of time is granted, within 10 days of the Judge's decision.

(11) If the violation has not been abated within the time allowed, the City Manager or his/her designee may cause the violation to be abated. Within 30 days of the date that abatement is taken, the City shall provide the owner or person in charge of the property with an accounting for costs of abatement.

(12) The person charged with the abatement of the violation shall have the right at reasonable times to enter upon the property to investigate or cause the removal of the situation.

(13) Remedies Nonexclusive. The procedures provided by this chapter are not exclusive, but are in addition to abatement procedures and other remedies provided by other laws and ordinances.

18.32.110 Costs to become a lien.

(1) If costs of abatement are not paid within 30 days from:

(a) The date of the notice of costs; or

(b) If an appeal was timely filed, from the date of Judge's determination of the costs, an assessment of the costs shall be made by resolution and shall be entered in the docket of City liens and recorded with Linn County or Benton County as appropriate. When the entry is recorded in the City lien docket, the assessment shall constitute a lien upon the property subject to the abatement.

(2) The lien shall be enforced in the same manner as liens for assessment for local improvement districts and shall bear interest at judgment rate as determined by the Oregon Revised Statutes. The interest shall commence running on the date of entry of the lien in the City lien docket.

(3) An error in the name of the owner or person in charge of the property shall not void the assessment, nor shall a failure to receive the notice of the proposed assessment render the assessment void, but it shall remain a valid lien against the property.

Passed by Council: _____

Approved by Mayor: _____

Effective Date: _____

Mayor

ATTEST:

City Clerk

RESOLUTION NO. _____

A RESOLUTION SETTING MOTOR VEHICLE PARKING FEES.

WHEREAS, Albany Municipal Code (AMC) Chapter 13.21 sets forth motor vehicle parking regulations; and

WHEREAS, the City Council desires to have consistent standards for parking fees and forfeiture throughout the City; and

WHEREAS, AMC Section 13.21.155 allows the City Council to set maximum rates by resolution; and

WHEREAS, the City Council desires to adopt maximum rates for parking fees in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that private property impound towing rates set forth in Exhibit A, are hereby adopted.

DATED AND EFFECTIVE THIS 14TH DAY OF MARCH 2018.

Mayor

ATTEST:

City Clerk

Exhibit A – Motor Vehicle Parking Fees

- (1) Violation of Albany Municipal Code (AMC) 13.21.010 through 13.21.120, excluding AMC 13.21.115, shall constitute a forfeiture deposit of \$35.00.
- (2) If the forfeiture is not paid before the issued Albany Municipal Court date and the defendant does not appear at their court hearing, the forfeiture amount shall be increased to \$40.00.
- (3) If the forfeiture is not paid before the second issued Albany Municipal Court date and the defendant does not appear at their second court hearing, the forfeiture amount shall be increased to \$70.00 and sent to collections.
- (4) The Municipal Judge may, in the exercise of his/her discretion and where he/she deems cause to exist therefore in a particular case, remit all or any portion of the forfeiture set forth in this section or require any additional sum he/she deems necessary up to the maximum civil penalty prescribed in AMC 13.21.150.



APPROVED: Draft

HISTORIC PROPERTIES AD HOC WORK GROUP
City Hall, Santiam Room
Monday, July 24, 2017

MINUTES

CALL TO ORDER

Mayor Sharon Konopa called the meeting to order at 12:00 p.m.

ROLL CALL

Work Group Members present: Mayor Sharon Konopa; City Councilors Dick Olsen and Mike Sykes; CARA Advisory Board Member Mark Spence; Landmarks Advisory Board Members Kerry McQuillin, Larry Preston, and Bill Ryals; Parks & Recreation Commission Member Russ Allen

Work Group Members absent: CARA Advisory Board Member Rich Catlin (excused); Parks & Recreation Commission Member Will Sheppy (unexcused)

Staff present: City Manager Peter Troedsson; Assistant City Manager/Chief Information Officer and Interim Economic Development Director Jorge Salinas; Parks & Recreation Director and Interim Urban Renewal Director Ed Hodney; Public Works Operations Director Chris Bailey; Urban Renewal Officer Nathan Reid

Others present: Lise Grato, Albany Downtown Association; Hasso Hering

APPROVAL OF MINUTES

June 12, 2017

MOTION: Member Russ Allen moved to approve the minutes as presented. Member Bill Ryals seconded the motion, and it passed 8-0.

SCHEDULED BUSINESS

Updates on the Portland Development Commission approach and Postal Service contract

Assistant City Manager/Chief Information Officer and Interim Economic Development Director Jorge Salinas said that the Work Group had asked staff to contact the Portland Development Commission, which was recently involved in a post office relocation process, to see whether they could share contact information and/or insight into the process. In an email exchange with staff, Portland Development Commission Director Kimberly Branam advised that discussions with the United States Postal Service (USPS) had been underway for about 20 years on the relocation, that earlier conversations gained traction with political engagement from former Portland Mayor Katz, and that, most recently, the approach involved identifying a relocation site that met the USPS requirements and acquiring the site at a price that allowed them to relocate operations. The total funding package was \$157 million, which included funds from the urban renewal district and Portland Housing Bureau. Branam suggested a point of contact in Tom Samra, USPS Vice President of Facilities. The Work Group briefly discussed the scope of the Portland Post Office relocation compared to the much smaller scope of the potential Albany Post Office relocation.

Konopa shared that a staff member of a congressional leader has indicated that he would be willing to convene a meeting with his contacts at USPS when we are to that point. She said that the goal of this Work Group is to identify some viable options to be presented to the Post Office; she would want to leave it to the property owners to work out the specifics.

Member Mark Spence noted that there is currently no tax revenue from the property since it is publicly owned; he wondered what the potential tax revenue would be if the property were privately developed.

Allen said that there has been talk about maintaining the property in the public realm, in which case there would continue to be no tax revenue. He said that the current value of the property isn't a primary concern at this point because the Post Office isn't interested in selling; this will only work if they can be provided with an avenue where, for little or no money, they can have a new facility.

Member Larry Preston said that the Post Office may be motivated to relocate due to logistics with increased use of the Albany Historic Carousel and adjacent park.

Ryals said that this is the first step toward something that may take several years. He said the Post Office has two functions – distribution/sorting and serving the local community – and he suggested a scenario where a small post office is located downtown for local customers and the distribution function is moved out by the freeway which would reduce ongoing costs for the USPS.

Konopa suggested that Council members of the Work Group could update the full Council and get approval to proceed. She asked whether the Work Group would like to make a recommendation to the CARA Advisory Board and get feedback on whether they think the relocation should be pursued.

Member Dick Olsen said he wouldn't want to get the Post Office enthused about a potential project before the CARA Advisory Board is informed and hopefully onboard. Member Mike Sykes said that it would be better to understand what the Post Office might entertain and put some numbers to that before making a proposal to the CARA Advisory Board. Allen agreed; he suggested a "fishing expedition" to get more information before anything is proposed.

In response to questions, Parks & Recreation Director and Interim Urban Renewal Director Ed Hodney suggested that, after updating Council, a good next step would be for staff to have a conversation with the USPS point of contact to understand from their perspective what components would be needed in any future proposal. There was consensus for this approach.

Updates on strategy and next steps for the Main Street Church

Hodney distributed and reviewed a Tentative Action Plan for Relocation of Cumberland Presbyterian Church, noting that the Work Group had previously charged him with coming up with an approach to the project. Hodney said that real estate broker Gary Brown has shared that a local construction contractor is considering the possibility of a gift or donation in terms of construction services for the project. The next step would be to work with an architect to refine the site plan, design a foundation, and estimate costs so that information can be provided to the construction firm. It is important to move quickly if we intend to do this project this calendar year; Hodney would like to have information to bring to Council in late August.

Ryals said that it is important to have a project name. Following brief discussion, there was general support for the name Cumberland Community Center.

Ryals wondered whether this would go through the Landmarks Advisory Board. Hodney said he will follow up and plug that into the process timeline if necessary.

Konopa said that she will update Council and advise that they will be seeing a more fleshed out plan in August.

Sykes suggested starting a GoFundMe campaign to help fund the project; he would like to see the money come from private sources rather than from the City.

Preston noted that one of CARA's goals is to improve the Hackleman District. Ryals noted that moving this to a more appropriate place will allow for something at the existing site that benefits that whole area. Konopa noted that a community center would provide a community benefit. Preston acknowledged that the project is ideal for raising private funds. Allen said he understands that public funds might be needed for the initial move but that some of those costs could be reimbursed with eventual sale of the property. Spence said that the move itself will bring attention and potential donors.

In response to questions from the Work Group, Public Works Operations Director Chris Bailey said that there are probably enough reserves in the Street Fund to get the building moved and prepare the current property for sale and that those funds can come back to the Street Fund when the property is sold. In response to a question from Konopa, Sykes said that he doesn't have a problem with that process.

MOTION: Ryals moved that a subcommittee of the Work Group be created to work with staff to come up with a site plan and associated costs. Allen seconded the motion, and it passed 8-0.

Ryals, Preston, McQuillin, and Konopa volunteered to serve on the subcommittee.

NEXT MEETING DATE

To be determined.

ADJOURNMENT

Hearing no further business, Konopa adjourned the meeting at 1:07 p.m.

Submitted by,

Reviewed by,

Teresa Nix
Recorder

Jorge Salinas
Assistant City Manager/Chief Information Officer
Interim Economic Development Director

CITY OF ALBANY
CITY COUNCIL WORK SESSION
Municipal Court Room
Monday, January 8, 2018
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 Bill Coburn, Ray Kopczynski, Mike Sykes, Rich Kellum, and Bessie Johnson

Councilors absent: Councilor Dick Olsen (excused)

BUSINESS FROM THE PUBLIC

4:00 p.m.

Steven Hodges, 1250 Hill Street SE, voiced concerns about traffic speeds on Hill Street SE near the Albany Boys & Girls Club. He has been working with Councilor Bill Coburn and the Albany Police Department (APD) for the past year to address the issue, and APD has tried a mobile speed warning device and providing a police presence. Hodges would like Council to consider other traffic-calming measures similar to what was done on Marion Street. Konopa referred this item to the Traffic Safety Commission for further review.

BUXTON CUSTOMER ANALYTICS PRESENTATION

4:06 p.m.

Jacob Davis with Buxton gave a PowerPoint presentation (see agenda file). Buxton is an analytics firm that analyzes large sets of consumer data in order to help retailers and health care providers understand where their next site should be located. Buxton is then able to leverage that knowledge to assist communities with their economic development efforts, primarily in the areas of retail recruitment, local business retention, and visitor insights.

Buxton works directly with retailers to identify openings or gaps in the market based on consumer data. They then work with communities to identify retailers that would be a good fit for the community. Buxton works with local, regional, and national retailers and tailors retail recruitment efforts to the types of retail that the community wants. If a national, big box brand is not desired, Buxton doesn't target those companies for that community. Buxton has experience working with communities very similar to Albany and has contracted with cities across the nation.

Buxton has a larger set of data than any other analytics company and maintains an exclusive partnership with the world's largest credit card processor. Buxton's consumer data and information about the local or regional trade area would provide supporting data should Albany want to target a specific retailer. Buxton can also identify retailers that may be a good fit for Albany based on what those retailers have identified as requirements to open a new location. Albany could identify certain retail locations that need to be filled and Buxton would identify retailers for those locations and help facilitate discussions.

In addition to Buxton's analytics, the City would have access to Buxton's proprietary software platform, SCOUT, which is the same software Buxton's retailers use to identify sites for locating their business. The data offered by Buxton has additional uses other than retail recruitment including insights into public services, planning, visitor and tourism, and health care. There is also data available about the items that people are leaving the community to purchase, which can inform local business owners whether to expand product lines, open a new location, etc.

Davis explained that Buxton is able to mitigate the impact of online retail by helping brick and mortar retailers become more strategic in their efforts since they have the data to know what consumers want. Davis noted that the City can opt out after each year of the three-year contract if they don't feel they are getting adequate return. He explained that cities measure a return on investment in different ways. For some, it is the amount of information they're able to provide to local businesses. For other communities, it's based on how many discussions are initiated with retailers. Discussion followed.

Council directed staff to bring back more information and address their specific questions about whether the data provided by Buxton would be made available to local marketing agencies and whether Buxton would be in competition with local providers.

FLOODPLAIN MANAGEMENT UPDATE

4:48 p.m.

Planner III Melissa Anderson provided an update on the Community Ratings System (CRS) program. The City's code is administered in conformance with the National Flood Insurance Program, and the City makes additional efforts voluntarily to help reduce the cost of insurance for Albany residents. Albany was previously a Class 6 community, which allowed residents to receive a 20 percent discount on flood insurance. Since October, Albany is now a Class 5 community, which allows for a 25 percent discount and is the best rate currently held by any community in Oregon.

Albany is one of only three communities with a Class 5 rating. Anderson reviewed the details provided in the staff report. Discussion followed.

Anderson explained that updates to the flood hazard section of the Natural Hazard Mitigation Plan, such as a more accurate number of dwellings in the floodplain and the number of insurance policies in the city, will help position the City to be in good standing during the next audit in 2019. Staff is awaiting specific guidance from the Federal Emergency Management Agency (FEMA) regarding the Endangered Special Act. Anderson will present again to Council when more information is available.

GUEST COUNCILOR RESOLUTION

5:06 p.m.

Councilor Mike Sykes voiced frustration that he wasn't made aware of this policy until a few days before his vacation. Council discussed whether it was appropriate or necessary to appoint guest Councilors when an elected Councilor is absent.

Councilor Ray Kopczynski said he would like to repeal the resolution as it gives a guest Councilor an unfair potential platform that they would not otherwise have. Konopa voiced concerns over the additional time it takes to bring a guest Councilor up to speed on Council business when the guest Councilor has no actual authority; they could attend the meeting and speak during Business from the Public, just like any other resident.

Councilor Rich Kellum pointed out that regardless of whether they have a guest Councilor resolution, with four votes, Council can make a temporary appointment at any time with whatever conditions they see fit; but he does see the value in having something in writing that Councilors can refer to. He sees value in allowing someone to sit on the Council temporarily to gauge whether they'd be fit to potentially serve on the Council. Coburn said he didn't feel it was a significant issue, having only come up twice since the resolution was adopted in 2009; he doesn't have a problem with appointing guest Councilors. He noted that the Council doesn't typically solicit input from the public when deliberating a certain agenda item. Having a guest Councilor seated at the dais allows them to weigh in on that item at the time it's being discussed and be part of the deliberation, whereas they wouldn't have that opportunity during Business from the Public.

Konopa echoed Kopczynski's objections that it would provide an unfair platform and give an elected Councilor the ability to hand select a successor. Sykes pointed out that regardless of whether they have a guest Councilor resolution, no appointments can be made without four votes of the Council, and an appointment can be revoked with four votes. Discussion followed.

Several changes to the current resolution were suggested and discussed including updating the resolution so that a guest Councilor can serve at multiple meetings for the duration of the appointing Councilor's absence, for one absence per year.

MOTION: Councilor Bessie Johnson moved to direct staff to bring back the resolution with proposed amendments to a meeting when the full Council is present, and Kellum seconded. The motion passed 4-1, with Kopczynski voting no.

COMMUNITY SURVEY REVIEW

5:24 p.m.

City Manager Peter Troedsson explained that the survey will run for two to three weeks in February and will be available in English and Spanish. The survey will be advertised on the City's website and through social media, utility bill stuffers, and a separate mailing as well. Johnson questioned whether questions related to access to religious activities were appropriate for the survey. Troedsson said it's a question that's trying to measure general quality of life within the city. Coburn said a consideration is what the City will do in response to the answers provided. He suggested that staff take time to look through each of the questions and consider what might be done with the results. Konopa also suggested changing the question related to the availability of affordable housing of good quality because people have different ideas about affordability. Troedsson acknowledged that many of the questions will be subjective to someone's situation.

The survey questions will come back for approval at the January 24, 2018, City Council Meeting.

STRATEGIC PLAN REVIEW

5:36 p.m.

Johnson said there are more assisted living facilities opening every year, which could put greater demand on the Albany Fire Department. If those facilities don't have enough staff, she wants to make sure that the City is being reimbursed for providing regular assistance. Kellum said he shares those concerns; taxpayers shouldn't be footing the bill if those facilities are purposely understaffing.

The Strategic Plan will come back for adoption at the January 24, 2018, City Council Meeting.

BUSINESS FROM THE COUNCIL

5:41 p.m.

Kopczynski thanked staff for their work on the downtown streetscape improvements and said the double acorn lights look phenomenal.

Konopa noted that she received a card from Hayden Homes congratulating the community for the opening of the Carousel along with a \$1,000 donation to be used for children who may not otherwise be able to enjoy the carousel. Konopa said she is working with community partners to identify those children and purchase ride tokens.

CITY MANAGER REPORT

5:43 p.m.

None.

ADJOURNMENT

There being no other business, the meeting was adjourned at 5:43 p.m.

Respectfully submitted,

Reviewed by,

Holly Roten
Senior Administrative Supervisor

Peter Troedsson
City Manager

CITY OF ALBANY
CITY COUNCIL WORK SESSION
Municipal Court Room
Monday, February 12, 2018
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 Rich Kellum, Bill Coburn, Ray Kopczynski, Dick Olsen, Bessie Johnson, and Mike Sykes.

Councilors absent: None.

BUSINESS FROM THE PUBLIC

There was none.

LBCC WORKFORCE DEVELOPMENT FUND UPDATE

4:01 p.m.

Konopa left the meeting at 4:05 p.m. for another obligation. She returned at 4:18 p.m.

Deputy City Manager/CIO Jorge Salinas introduced David Becker, Dean of the Business, Applied Technology, & Industry Division at Linn-Benton Community College (LBCC). He handed out a list of invoices to the City of Albany so far (see agenda file). Becker presented PowerPoint slides (see agenda file) to update the Council on the progress of the Workforce Program. He explained how LBCC has used funds to date and what they expect to do during the rest of the agreement term. The program is expanding rapidly and filling "astronomical" workforce needs. He said the program's graduation rate is high, and most students are hired before they even finish the program. Becker said he can't thank the City enough for providing funding for this program.

Councilor Rich Kellum said the information on the invoice list is not what he asked to receive. He wants the list to show purchase of the actual equipment that the City authorized. Salinas gave him another list which he said shows the information Kellum is looking for (see agenda file). Kellum, Salinas, and Becker discussed the specifics of the invoicing and purchasing. They agreed to meet soon and discuss in more detail what needs to be on the invoices.

Councilor Bessie Johnson said she is proud to be able to say the City is involved in this program.

Councilor Bill Coburn said he is very impressed with the information Becker presented.

HUMAN RELATIONS COMMISSION REQUEST

4:31 p.m.

Tina Dodge Vera, Kim Whitley, Alice Brockgreitens, and Chris Equinoa of the Human Relations Commission (HRC) were present in the audience. Dodge Vera presented a proposal for community education events to be funded with a grant from the Linn Benton Health Equity Alliance (LBHEA) (see agenda file). She said the HRC understands that the Council didn't feel they were adequately updated on HRC activities. The HRC would like the Council to support their wish to do the proposed community events, which they would like to hold at the Albany Public Library.

Konopa said she thinks it's a great idea. She thinks the LBHEA is a good organization doing good work.

Coburn said this kind of communication is exactly what the Council hoped for.

CONCURRENT ZONE CHANGE AND DEVELOPMENT APPLICATIONS

4:36 p.m.

Planning Manager Bob Richardson listed the pros and cons of requiring concurrent zone change and development applications. There are two advantages: first, that the decision-makers and all parties get a better idea of what would be proposed if a zone change was granted; and second, that the City would be able to apply conditions of approval to a proposed development if necessary. Richardson listed three disadvantages. First, the concurrent process would increase cost and risk to a developer. Second, there is no way to guarantee that a development proposal would be constructed even if approved, and preventive methods might not be legally defensible. And third, if the City wanted to do a zone change, we would also have to provide a development proposal.

Staff recommends against requiring a development application along with a zone change application.

Kellum asked if there is any other way to solve the problem. If the City knew at the time of application that there would be negative impact on neighbors, we would be more likely to deny the application. Richardson said the easiest way to do that would be to cite the existing review criterion that says a development must implement Comprehensive Plan Goals.

Public Works Engineering and Community Development Director Jeff Blaine said an undefined possible use is more likely to get neighbor complaints. Presenting a specific development proposal along with a zone change might give the applications a better chance of approval. In order to approve a zone change, the Council must be comfortable with any development that is possible in the proposed zone.

Kellum suggested that developers should contact neighbors for their support of a development.

Councilor Ray Kopczynski said he thinks meetings between developers and neighbors would be more effective than the Council trying to create buffer zones.

Councilor Dick Olsen asked if staff could add approval criteria for neighborhood opinion. Blaine said most criteria are supposed to be objective. He doesn't think we can write one like that. Zone change criteria are a little more subjective, though, which allows us to use what we hear in testimony more easily.

Konopa asked if the Development Code can be amended so that the Planning Director can send what would normally be an administrative site plan decision to the Planning Commission or Council. Richardson said he will look at the Code. The provisions he's aware of apply in the case of an appeal.

The Council asked Richardson to check whether such a change could be made and communicate back to the Council.

STORMWATER PERMIT UPDATE

5:02 p.m.

Utilities Services Manager Mark Yeager gave a PowerPoint presentation on the Department of Environmental Quality (DEQ) permit process (see agenda file). The latest permit was proposed in November 2017 and is now in the public comment period. He and Public Works Operations Director Chris Bailey attended a public hearing in January, at which Bailey spoke. The formal comment period closes February 20, 2018, and staff is preparing comments to be submitted.

Staff estimates the cost of compliance with the proposed permit at \$8 million over the five years of the permit, well over our current funding levels. We don't know what the DEQ will do. They went through the same process in 2016 and nothing happened.

Kellum asked about the difference in cost between implementing by the DEQ or by the Environmental Protection Agency (EPA). Yeager said the difference is unknown. Kellum and Yeager discussed costs and whether the permit requirement is an unfunded mandate.

Johnson asked if the City's input would make any difference. Yeager said the January public hearing was statutory, but the substantive comments will be made in writing during the comment period. Staff is preparing those comments now. Johnson thanked staff for their work. Yeager said since November, staff has spent more than 400 hours on this permit.

STORMWATER SERVICE CHARGES

5:39 p.m.

Blaine presented PowerPoint slides (see agenda file). He said there is a direct correlation between revenue received and service provided. Starting from the level of service desired, we can back-calculate to the rate needed. So far, stormwater rate money goes only to operations and maintenance. Blaine said the system has been neglected for many years and has some big problems. Staff is building the program and doing a good job with the money they have.

Public Works is considering a rate adjustment for several reasons: inflation, the cost of regulatory compliance, and the need to replace pipes. Public Works has inspected about half of the pipe system so far and has determined that eight miles of pipe has already failed or will fail in the next ten years. Projects that have to be done in the process of street projects are funded by the streets fund, which limits the amount of street work we can do.

Staff recommends a rate increase that would at least relieve the street fund and generate \$2 million per year for capital projects. Regulatory costs are still unknown. The proposed funding would require a rate increase of 13 percent per year. This is less than the 15 percent per year estimated during the public outreach process in 2016.

Coburn said he thinks we need to do community outreach and education. The need is huge, and citizens don't see it yet. Blaine said Public Works will hold a public hearing later in February. This is different from water and sewer because we don't have a level of service identified yet. Tonight he is looking for direction from the Council: what level of service does the Council think is appropriate, and on what schedule?

Johnson asked, if you fix the failing or failed pipes, what is their lifespan then? Bailey said it would be 50 to 100 years.

Kellum asked how much information would be available for outreach now, since it's too soon to know anything about the stormwater permit. We need to provide enough information to make people understand that we will need \$20 million over several years.

Coburn said he would like to buy some time by doing a 1- or 2-percent increase now and then reconsider in July or August. The issue isn't what the needs are, but how will the taxpayers choose to pay for them? The outreach should include businesses, too.

The Council directed Public Works to bring a resolution for a 3-percent rate increase to the February 14, 2018, Regular Session.

BUSINESS FROM THE COUNCIL

6:27 p.m.

City Manager Peter Troedsson said he would submit an ordinance to the Council at the February 14, 2018, meeting to put a gas tax on the ballot for the May 15, 2018, election. He showed the proposed ordinance (see agenda file). The Council discussed whether there would be time to get the issue on the ballot.

MOTION: Olsen moved to direct staff to bring a resolution to put a 5 cent per gallon gasoline tax on the May 15, 2018, ballot to the February 14, 2018, Regular Session. Johnson seconded the motion, which passed 5-1, with Kellum voting no.

City Attorney Sean Kidd said he would bring the resolution, a proposed implementing ordinance and a proposed ballot title.

Kopczynski said he promised some of his constituents to bring their concerns about rats in the community to the Council's attention.

CITY MANAGER REPORT

Troedsson noted that he has received an email saying that the Local Government Personnel Institute will close by June 30, 2018.

ADJOURNMENT

There being no other business, the meeting was adjourned at 6:40 p.m.

Respectfully submitted,

Reviewed by,

Allison Liesse
Deputy City Clerk

Peter Troedsson
City Manager

Note: Staff handouts referred to in the minutes as (see agenda file) are available on the website in the "Meeting Handouts" column.

JOINT MEETING
ALBANY CITY COUNCIL
and
GREATER ALBANY PUBLIC SCHOOL BOARD
Albany City Hall Council Chambers
Monday, February 12, 2018
7:00 p.m.

MINUTES

CALL TO ORDER

Mayor Sharon Konopa called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE

Konopa led the pledge of allegiance.

INTRODUCTIONS

Councilors present: Mayor Sharon Konopa and Councilors Rich Kellum, Bessie Johnson, Ray Kopczynski, Dick Olsen, and Mike Sykes.

Councilors absent: Councilor Bill Coburn

Board members present: Board Chair Micah Smith and Directors Kim Butzner, Lyle Utt, and Jennifer Ward

Board members absent: Director Frank Bricker

BUSINESS FROM THE PUBLIC

Perry Willard, a workers' advocate from Washington, and Mr. Guerreo, a Eugene resident, submitted and reviewed information in support of West Side Iron workers who have gone on strike to protest abusive working conditions (see agenda file). West Side Iron may bid for projects associated with the school bond.

Dee Wu, a Portland resident and Jobs With Justice volunteer, spoke in support of the striking West Side Iron workers. The organization's members believe that public jobs should pay well, treat people well, and use reputable contractors so that buildings are constructed safely for future inhabitants.

Tom Cordier, North Albany, addressed what he believes is a lack of academic excellence exhibited in scores for state-mandated math tests. He shared data on test scores at several Albany schools and suggested that the way to improve scores is for the public to be aware and demand better systems. He discussed how educators in Massachusetts improved their education system, and he opined that the Albany School Board is unwilling to take the steps necessary for change.

Nicole Schukow, 2110 17th Avenue SW, is a mom who supports dual immersion at South Shore Elementary School. She has heard that dual immersion students will go to Calapooia Middle School or North Albany Middle School; she thinks either school could be a great option.

Robert Camalilo, a Clackamas County resident, spoke in support of the West Side Iron workers. He understands that the workers have tried to meet with the School Board; he urged the Board to meet with them.

Eric Aguinaga, a resident of Albany, noted that Massachusetts funds its schools at the highest level in the nation, three times higher than Oregon. He believes that Albany schools are excellent foundations, that the high schools have high graduation rates, that School Board members work tirelessly, and that these are great schools regardless of test scores.

DISCUSSION TOPICS

School District's Equity Pillar: Presentation by John Lensen

7:23 p.m.

Greater Albany Public School District (GAPS) Superintendent Jim Golden introduced John Lensen, a consultant who is working with GAPS on its process to consider renaming the mascot at South Albany High School, as well as working with administrators on the issue of equity.

Lensen gave a brief presentation on Equity in the Greater Albany Public Schools. The Civil Rights Act of 1964 states that students must fully benefit from the services they receive. The Oregon Department of Education has adopted standards around equity and school boards around the state are adopting associated policies or frameworks. The National Equity Project defines equity as raising the achievement of all students while simultaneously closing gaps. The goal is for equal opportunity and equitable outcomes, starting with the assumption that there is not a level playing field. Consideration should be given to how to remove barriers to facilitate equitable outcomes. Access to services and inclusions are cornerstones for equity.

Golden reviewed next steps in the multi-year process, noting that GAPS will include goals around equity in its strategic plan and work to see improvement over time.

Bond project coordination

7:51 p.m.

Public Works Engineering and Community Development Director Jeff Blaine reviewed efforts on the part of the City to help GAPS bond projects move forward quickly and smoothly. A City employee has been assigned to work with the GAPS project manager, and the City looks forward to helping deliver the projects.

Discussion followed regarding ways the City and GAPS can work together on planning and building issues to help the school district stay informed ahead of community growth.

Addressing domestic trauma

7:59 p.m.

GAPS Director of Special Programs Ryan Mattingly reviewed information about Adverse Childhood Experiences (ACEs), which are stressful or traumatic events that are strongly related to the development and prevalence of health problems throughout a person's lifetime. National statistics and impact on school performance were detailed in the written materials (see agenda file). One out of every four children attending school nationwide has been exposed to a traumatic event that can affect learning or behavior. A survey this fall of GAPS teachers found that 33 percent of students are at risk for emotional or behavioral disorders. Because there is a high correlation between trauma and disruptive school behaviors, Albany schools are adopting an approach that includes empowering students, expressing unconditional positive regard, maintaining high expectations, and communicating with students around the behavior.

Emergency management coordination/grant application

8:11 p.m.

Albany Emergency Management Specialist Chuck Perino gave an update on a grant application for emergency management coordination between the City and GAPS. This came from discussions last year that identified an issue with emergency communication with the schools. The grant would allow for the purchase of radio base stations for each school, the school administration buildings, and the City's emergency coordination center. The proposed system would be independent of the electrical system and internet to provide for a survivable communication system in severe weather or a catastrophic event. The grant application was submitted in January and grants will be awarded later this year.

City and GAPS staff expressed that establishing communication between the two entities on this topic has been very beneficial.

Cooperative Library projects

8:17 p.m.

Library Director Ed Gallagher reviewed cooperative Library projects and partnerships. A GAPS representative serves on the Library Board, and the education of Albany's kids is one of the Library's primary objectives. The Library raises money for family cards for students who live outside the City limits, helped start the Dolly Parton Imagination Library which provides books to youth with goal of fostering strong family bonds and earliest literacy, provides story time for children of all ages, and is a leader in preventing summer learning loss. Student identification cards now function as Library cards. The Library helped pilot the concept of keeping school libraries open during summer months. Library staff attends GAPS open houses and shares information. The Library utilizes GAPS students as volunteers which facilitates their community services requirements.

Discussion followed regarding ways to further integrate City and GAPS library services.

Councilor Rich Kellum said that he will have questions at the Budget Committee regarding the funding of Library services for students who live outside the City limits. Gallagher noted that program has been funded by private funds so far.

Update on Timber Ridge property intergovernmental agreement

8:30 p.m.

Blaine advised that the property deal for the new school site will close on February 13, 2018.

GAPS Business Director Russ Allen advised that a resolution will come to the School Board in two weeks, after which the district will sign the papers for the property. He expressed appreciation to City staff, as they have been cooperative and easy to work with.

Albany Public Safety Foundation CPR/AED training for Eighth Graders

8:32 p.m.

Albany Fire Chief John Bradner noted that the Fire Department enjoys a positive and collaborative working relationship with GAPS, and that the following programs will help the entities work toward improving the safety of our community for current and future generations.

Bradner reported that the Fire Department is working with GAPS and a nonprofit organization called Who We Play For to provide low-cost heart screening to try to prevent cardiac events in student athletes. The event will be

held at South Albany High School on February 24, 2018. Any Willamette Valley student aged 11 and up can get a quick screening for \$20.

Bradner advised that the Oregon Legislature passed a law in 2015 that all Oregon school children must receive CPR/AED training. Beginning March 1, the Fire Department will go to the middle schools and train about 700 Eighth grade students to meet the legislative objective, as well as to help create a society where everyone is trained and can save a life. CPR training equipment will remain at the schools for students to check out and train their families, resulting in the training of multiple other individuals in the community. Costs for purchasing the equipment and doing the training are being funded by the Albany Public Safety Foundation, a new nonprofit with the mission to positively impact the public safety of our community. Brief discussion followed.

BUSINESS FROM THE COUNCIL AND THE BOARD

There was no additional business.

ADJOURNMENT

There being no other business, the meeting was adjourned at 8:45 p.m.

Respectfully submitted,

Reviewed by,

Teresa Nix
Recorder

Peter Troedsson
City Manager

Note: Staff Handouts referred to in the minutes as (see agenda file) are available on the website in the "Staff Handouts" column.



TO: Albany City Council
VIA: Peter Troedsson, City Manager *PT 3/8*
FROM: Mario Lattanzio, Chief of Police *✓*
DATE: March 6, 2018, for March 14, 2018, City Council Meeting
SUBJECT: Off-Premises Sales, Change of Ownership Liquor License Application for New Gary, Inc., dba U.S. Mini Mart 21, located at 2515 Geary Street SE.

Action Requested:

I recommend the Off-Premises Sales, Change of Ownership Liquor License Application for New Gary, Inc., dba U.S. Mini Mart 21, located at 2515 Geary Street SE, be approved.

Discussion:

Darshan Sranna, on behalf of New Gary, Inc., dba U.S. Mini Mart 21, has applied for an Off-Premises Sales, Change of Ownership liquor license. Based on a background and criminal history investigation through Albany Police Department records, the applicant has no criminal record.

Budget Impact:

None.

MSR



TO: Albany City Council

VIA: Peter Troedsson, City Manager *3/8*
Jeff Blaine, P.E., Public Works Engineering and Community Development Director *for*

FROM: Staci Belcastro, P.E., City Engineer *SB*
Lori Schumacher, Civil Engineer II *LS*

DATE: March 7, 2018, for the March 14, 2018, City Council Meeting

SUBJECT: Award of Bid for ST-17-01, Oak Street Rehabilitation

RELATES TO STRATEGIC PLAN THEME: Great Neighborhoods

Action Requested:

Staff recommends that Council award schedule combination A&B of this contract in the amount of \$939,785 to the low bidder, Wildish Construction Company of Eugene.

Discussion:

On Wednesday, March 7, 2018, bids were opened for ST-17-01, Oak Street Rehabilitation.

There were seven bids submitted for this project, ranging from \$939,785 to \$1,120,985 for schedule combination A&B and \$1,078,345 to \$1,333,810 for schedule combination B&C. The Engineer's estimate for schedule combination A&B was \$952,440, and for schedule combination B&C \$1,111,815. A bid summary is provided as Attachment 1.

Project Description

This project will reconstruct approximately 1,300 linear feet of pavement on Oak Street between 34th and 38th Avenues. The pavement on this street is in very poor condition. In addition to the street work, this project includes constructing approximately 1,300 linear feet of 24-inch storm drain, 1,300 linear feet of 8-inch water line, and stormwater quality planters. Improvements will be made to the storm drain and water systems to avoid cutting the new street surface in the near future. Replacement of the existing storm drain and water systems will also address capacity issues in this neighborhood. The existing storm drain system is undersized and does not provide adequate capacity to carry typical rainstorm runoff from the Oak Street neighborhood and other neighborhoods upstream. The existing water lines are also undersized and do not provide adequate fire flows. A project vicinity map is provided as Attachment 2.

Schedule Comparison

Two schedule combinations were developed for this project with both having Schedule B – Water Line Work in common. Schedules A and C specify different methods of street reconstruction. Schedule A requires the road be reconstructed using Full-Depth Reclamation, a process that grinds up the existing asphalt and turns it into a base layer for the new road by adding cement and water to the asphalt grindings. Schedule C requires the road to be reconstructed using the conventional method of removing the existing road material and replacing it with rock and asphalt. Traditionally, costs for roads constructed using the Full-Depth Reclamation method are less expensive compared to the conventional method. However, staff felt it necessary to bid the project with both methods due to the significant cost increase for cement material over the past year. Based on the bid results, staff recommends Council award Schedule A&B, which includes reconstruction of the road using Full-Depth Reclamation.

Summary of Estimated Project Cost

Based on the project bid and anticipated related costs, a summary of the total estimated project cost is shown in the following table. Amounts are rounded to the nearest \$100.

Schedules A&B Project Components	Estimated Cost
I. Engineering Costs	
a. Design Engineering	\$34,200
b. Construction Inspection	\$40,000
<i>Engineering Subtotal</i>	\$74,200
II. Construction Costs	
a. Construction Contract	\$939,800
b. Contingency	\$94,000
<i>Construction Subtotal</i>	\$1,033,800
<i>Total Estimated Project Cost</i>	\$1,108,000

Summary of Overall Project Costs and Budget Sources

Based on the project bid, an overall project cost summary broken down by funding source is provided in the table below. Construction costs are inclusive of design engineering, construction inspection, 10 percent contingency, and related construction costs pertaining to each part of the project. All amounts have been rounded to the nearest \$100.

Project Components	Estimated Cost
Total Project Costs	
a. Schedule A – Street Construction	\$861,500
b. Schedule B – Water Line Construction	\$246,500
<i>Total Overall Project Cost</i>	\$1,108,000
Funding Source Budgets	
a. Schedule A – Street Construction	\$650,000
b. Schedule B – Water Line Construction	\$231,000
<i>Total Overall Project Budget</i>	\$881,000
Under/(Over) Budget Summary	
a. Schedule A – Street Construction	(\$211,500)
b. Schedule B – Water Line Construction	(\$15,500)
<i>Total Under/(Over)Project Budget</i>	(\$227,000)

Budget Impact:

The street rehabilitation portion of the project went over budget by \$211,500, which includes \$73,800 in contingency funds. The water line portion of the project went over budget by \$15,500, which includes \$20,100 in contingency funds.

The street and stormwater portions of this project will be funded from the Street Capital and Restoration Fund (250-50-2700). Water system improvements will be funded from the Water System Capital Fund (615-50-2308). Any costs over the budgeted amounts will be covered by savings on other projects within the respective fund for the overage.

LS:ms
Attachment



CITY OF ALBANY, OREGON
Public Works Department
Construction Contract Bids

Project: ST-17-01, Oak Street Rehabilitation

Bid Opening: March 7, 2018

Schedule A & B

Engineer's Estimate	Wildish Construction Co. (Eugene)	Northcore USA, LLC (Salem)	Mid-Valley Gravel Co. (Philomath)	Willamette Valley Excavation, LLC (Turner)
\$952,440	\$939,785	\$953,737	\$988,430	\$1,000,500

Pacific Excavation, Inc. (Eugene)	North Santiam Paving Company (Stayton)	Emery & Sons Construction Group (Salem)
\$1,000,865	\$1,021,735	\$1,120,985

Schedule B & C

Engineer's Estimate	Northcore USA, LLC (Salem)	Wildish Construction Co. (Eugene)	Mid-Valley Gravel Co. (Philomath)	Pacific Excavation, Inc. (Eugene)
\$1,111,815	\$1,078,345	\$1,097,950	\$1,118,415	\$1,118,465

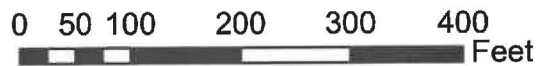
North Santiam Paving Company (Stayton)	Willamette Valley Excavation, LLC (Turner)	Emery & Sons Construction Group (Salem)
\$1,138,617	\$1,169,088	\$1,333,810

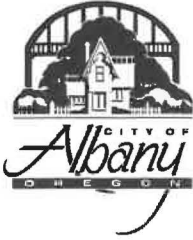


ATTACHMENT 2

ST-17-01, OAK STREET REHABILITATION PROJECT

PROJECT VICINITY MAP





TO: Albany City Council

VIA: Peter Troedsson, City Manager *3/8*
 Jeff Blaine, P.E., Public Works Engineering and Community Development Director *JB*

FROM: Staci Belcastro, P.E., City Engineer *SB*
 Chris Cerklewski, P.E., Civil Engineer III *CC for*

DATE: March 5, 2018, for the March 14, 2018, City Council Meeting

SUBJECT: Award of Bid for ST-18-01, Hill Street Reconstruction: Queen to 24th Avenue

RELATES TO STRATEGIC PLAN THEME: Great Neighborhoods

Action Requested:

Staff recommends that Council award this contract in the amount of \$1,875,359.50 to the low bidder, R&R General Contractors, Inc. of Salem, Oregon.

Discussion:

On February 13, 2018, bids were opened for ST-18-01, Hill Street Reconstruction: Queen to 24th Avenue. There were six bids submitted for this project ranging from \$1,875,359.50 to \$2,474,292.50. The Engineer's estimate was \$2,200,000. A bid summary is provided as Attachment 1.

Project Description

This project includes approximately 2,400 linear feet of full street reconstruction on Hill Street between Queen Avenue and 24th Avenue, including curbs, sidewalks, storm drain, street lighting and landscaping. The existing road is heavily deteriorated due to age and heavy traffic. A project vicinity map is provided as Attachment 2.

Summary of Total Estimated Project Cost

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

Project Components	Estimated Cost
I. Engineering Costs	
a. Design Engineering	\$125,000
b. Construction Inspection	\$160,000
<i>Engineering Subtotal</i>	\$285,000
II. Construction Costs	
a. Construction Contract	\$1,875,400
b. Contingency (10%)	\$187,500
c. Pacific Power Street Lighting Costs	\$40,100
d. Stormwater Improvements Constructed under Separate Contracts	\$405,800
<i>Construction Subtotal</i>	\$2,508,800
<i>Total Estimated Project Cost</i>	\$2,793,800
<i>Project Budget</i>	\$2,700,000
<i>Under/(Over) Project Budget</i>	(\$93,800)

Budget Impact:

This project will be funded from the Street Capital and Restoration fund (250-50-2700) and the Transportation SDC Improvement Fee (250-50-2703). There are adequate reserves in the Street Capital Projects fund to cover the estimated \$93,800 overage. Additionally, approximately \$187,500 of the combined total estimated project cost is contingency funds that are held to deal with changed conditions during construction. While these funds may be required to complete the project, if changes are minimal, much of the contingency can be saved.

CLC:kw

Attachment

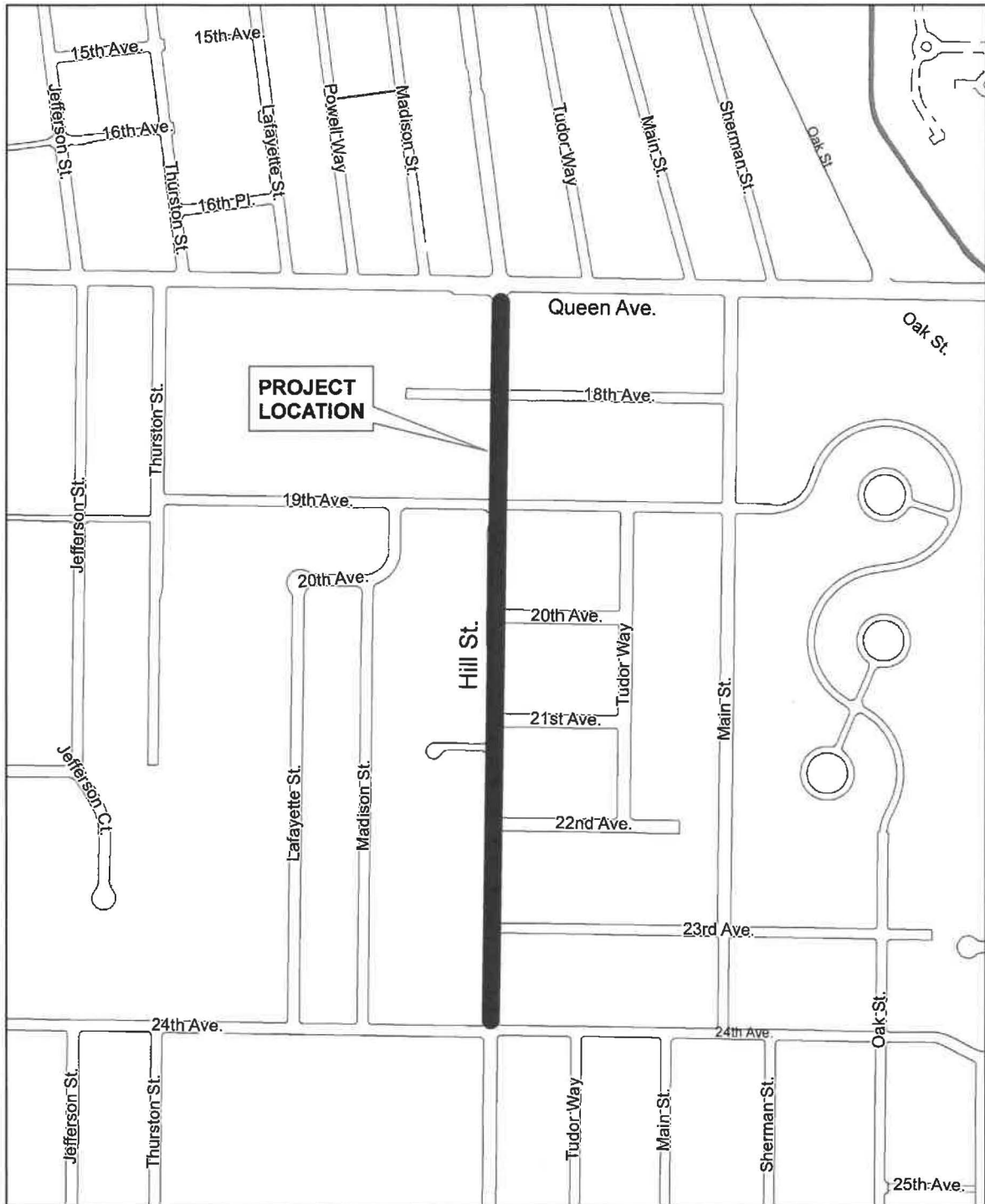


CITY OF ALBANY, OREGON
Public Works Department
Construction Contract Bids

Project: ST-18-01, Hill Street Reconstruction: Queen to 24th Avenue

Bid Opening: February 13, 2018

Engineer's Estimate	R & R General Contractor's Inc (Salem, OR)	Pacific Excavation, Inc. (Eugene, OR)	North Santiam Paving (Stayton, OR)	Northcore USA, LLC (Salem, OR)	JRT Construction (Oakland, OR)	Emery & Sons Construction Group (Salem, OR)
\$2,200,000.00	\$1,875,359.50	\$1,894,488.76	\$1,999,944.50	\$2,149,112.46	\$2,188,243.00	\$2,474,292.50



**ATTACHMENT 2
ST-18-01, HILL STREET RECONSTRUCTION VICINITY MAP**





TO: Albany City Council

VIA: Peter Troedsson, City Manager *PT 3/8*

FROM: Ed Hodney, Parks and Recreation Director *EH*
 Anne Catlin, Planner III

DATE: March 9, 2018, for the March 14, 2018, City Council Meeting

SUBJECT: Award of Contract for PK-18-01, Sunrise Park Remodel

RELATES TO STRATEGIC PLAN THEME: Great Neighborhoods

Action Requested:

Staff recommends that Council award this contract to the low bidder, Northcore USA LLC, for \$257,000.

Discussion:

On Tuesday, February 27, 2018, bids were opened for PK-18-01, Sunrise Park Remodel. Four bids were submitted for this project, ranging from \$354,047 to \$693,918. The Engineer's estimate was \$250,000 for the base bid. A bid addendum also included two alternatives to add more concrete sidewalk and park lighting. A bid summary is provided as Attachment 1.

Project Description

This project includes improvements to Sunrise park including adding a 15-space parking lot, new paths, plaza, basketball court, subgrade preparation for a new playground, electrical, stormwater drainage, and associated site work.

Summary of Estimated Project Cost

The lowest bid came in roughly \$104,000 over the estimated project cost. Staff evaluated the project and rejected the bid alternate items (sidewalk connection and park lighting). Additional value engineering reduced the amount of concrete walk to be built bringing the estimated revised construction contract down to \$259,500. Parks and Recreation has leftover lighting from the Dave Clark path project that can be installed at Sunrise, and Park Maintenance personnel can construct the deleted sections of sidewalk at a future date, depending on available funds.

A summary of the project costs based on the lowest bid are shown in the table below. Amounts have been rounded to the nearest \$100.

Project Components	Estimated Cost
Construction Costs	
1. Site preparation, earthwork, cleanup	\$45,300
2. Parking Lot	\$55,800
3. Park plaza, basketball court, seating	\$122,700
4. Rain Garden, storm drainage	\$19,700
5. Electrical for Lighting	\$16,000
<i>Construction Subtotal</i>	\$259,500
<i>Project Budget</i>	\$250,000
<i>Under/(Over) Project Budget</i>	(\$9,500)

Budget Impact:

This project will be funded from the City's Community Development Block Grant program funds (203-40-5102). The 2017-2018 Parks & Recreation Fund 202 includes additional funds to buy and install playground equipment, picnic shelters, site furniture, drinking fountains and landscape plants. These items will be installed by Parks Maintenance personnel after the construction contract is completed.

Attachment: Bid Summary



CITY OF ALBANY, OREGON
Public Works Department
Construction Contract Bids

Project: PK-18-01, Sunrise Park Remodel

Bid Opening: Tuesday, February 27, 2018

Northcore USA LLC Salem, OR	GELCO Construction Co. Salem, OR	Pacific Excavation, Inc. Eugene, OR	North Santiam Paving Co. Stayton, OR
\$354,047.00	\$374,895.00	\$378,473.50	\$693,918.50



TO: Albany City Council

VIA: Peter Troedsson, City Manager *PT 3/8*

FROM: John Bradner, Fire Chief
Mario Lattanzio, Police Chief
Jorge Salinas, Deputy City Manager *JS*

DATE: March 8, 2018, for the March 14, 2018, City Council Meeting

SUBJECT: Intergovernmental Agreement for CAD/RMS System Governance

RELATES TO STRATEGIC PLAN THEME: • Effective Government

Action Requested:

Staff is seeking Council approval to enter into an intergovernmental agreement (IGA) with Linn County Sheriff's Office (LCSO) that will provide an ongoing governance framework for the multi-agency CAD/RMS system.

Discussion:

In 2014, the City of Albany and Linn County Sheriff's Office jointly established, through informal agreements and a temporary IGA, the Willamette Valley Operations Consortium (WVOPS) to implement a computer-aided dispatch, records management, jail management, and mobile computer system serving law enforcement, fire, EMS, and emergency communications (WVOPS CAD/RMS). The WVOPS CAD/RMS was implemented in April 2017 by the Linn County Sheriff's Office, Albany Police Department, and Albany Fire Department.

The purpose of the WVOPS IGA is to ensure the continued operation of the WVOPS System, including the maintenance, enhancement, and replacement of WVOPS System components, and provide for the addition of other agencies to the WVOPS Consortium.

The following are key points of the intergovernmental agreement:

- Provides for the operation and management of the CAD/RMS system for the consortium members.
- Forms a Governance Committee comprised of the following originating member agencies:
 1. Linn County Sheriff's Office
 2. City of Albany Police Department
 3. City of Albany Fire Department
 4. Lebanon Fire District
 5. Sweet Home Fire District
 6. Benton County Sheriff's Office
 7. City of Corvallis Police Department
 8. City of Corvallis Fire Department
 9. Corvallis Regional Communications Center
 10. City of Philomath Police Department
 11. Linn County Sheriff's Office 9-1-1 Communications Center
 12. Linn County Rural Fire District Representative
- Establishes Governance Committee responsibilities, appointments, and voting authority.
- Establishes that contracts for hardware, software, maintenance, and support will be held by Linn County Sheriff's Office to leverage licensing cost savings.
- Establishes procedures for adding and withdrawing agencies from the Consortium.

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Council's approval authorizes the Deputy City Manager/Chief Information Officer to enter into an intergovernmental agreement with Linn County Sheriff's Office that will provide a permanent governance framework for the multi-agency CAD/RMS system.

Budget Impact:

The requested action will have no additional budget impact. The Albany Police and Fire Departments will have the same financial obligation regarding the ongoing maintenance, upgrade, and operation of the CAD/RMS system.

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Attachment

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INTERGOVERNMENTAL AGREEMENT
FOR A WILLAMETTE VALLEY OPERATIONS CONSORTIUM

Between and Among:

Cities of Albany, Corvallis and Philomath, along with Linn County and Benton County, and the fire districts of Lebanon, Sweet Home, Harrisburg, Halsey-Shedd, Brownsville, Tangent, Scio, all governments subject to the provisions of Oregon law (collectively, the "Parties").

RECITALS

WHEREAS ORS 190.010 provides that units of government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers or agents, have authority to perform;

WHEREAS the Parties have certain public safety records needs, and the opportunity to pool those resources and needs will inure to the benefit of all the Parties, and agree that this opportunity can be best realized through joint action;

WHEREAS the City of Albany and Linn County Sheriff's Office jointly established in 2014 (through informal agreements and an IGA) a Willamette Valley Operations Consortium (WVOPS) for interoperable computer-aided dispatch, records management, jail management, and mobile computer system, serving law enforcement, fire, EMS, and emergency communications;

WHEREAS the purpose of this agreement is to ensure the continued operation of the WVOPS System, including the maintenance, enhancement, and replacement of WVOPS System components; and

DEFINITIONS

CAD: Computer Aided Dispatch
RMS: Records Management System
JMS: Jail Management System
MCT: Mobile Computer Terminal
WVOPS: Willamette Valley Operations Consortium

The SYSTEM MANAGER position for WVOPS will perform the combined roles and duties as detailed in Section F.1. (Operations and Maintenance). The System Manager will manage technical aspects of the system, coordinate system improvements, prepare and manage budgetary concerns and act as the point of contact for the system as a whole.

Now therefore the Parties agree as follows:

A. The System

1. The System is made up of components, that are detailed and defined as:
 - a. WVOPS Consortium controlled components. The WVOPS Consortium controlled System components shall generally consist of, and are defined as,

shared server infrastructure, servers, firewalls, switches, other hardware and software.

- b. Member controlled components. The Member controlled components are those which are owned and controlled by one or more Members independent of WVOPS Consortium governance but are critical components necessary for the common use and operation of the System under this Agreement. The controlling Member agrees to exercise good faith maintenance and continuing operation of the Member controlled components for common use in the System.
 - c. Third party controlled components. The System is dependent upon components in the WVOPS Consortium System, Member controlled components, and Third party controlled components, technology and/or infrastructure such as microwave, fiber, and leased circuits for interconnectivity of voice and data signals and other dependent components. These components are not managed by WVOPS Consortium or its members.
2. The parties agree that through oversight of the Willamette Valley Operations (WVOPS) Consortium, the aforementioned components (detailed in A(1)(a through c) of the CAD/RMS/JMS/MCT and Fire RMS system ("System") will be operated and managed for the common use of the Parties in accordance with this Agreement. The System components include WVOPS controlled components, Member controlled components, and Third party controlled components.
 3. The parties acknowledge and agree that through the original IGA between the City of Albany and the Linn County Sheriff's Office, the contract for all software, software maintenance and support, servers, and server maintenance and support, as well as all other existing components originally purchased for the System, are held by the Linn County Sheriff's Office. Additionally, the Linn County Sheriff's Office is the System service, maintenance and support agency for the WVOPS Consortium. Parties to this IGA are leveraging the site license provisions of the Linn County contract.

3.

B. Participation Classes

1. "Party" or "Parties" means the units of local government that are entering into this Agreement to jointly operate and maintain the System. Other units of local government may be added as additional Parties upon unanimous approval of the then current Governance Committee and provided the additional Party executes this Agreement. Approval of new Members will not require all existing Parties to re-execute this agreement, but only an Agreement between Linn County Sheriff's Office and the added Party, after a unanimous approval vote by the Governance Committee.
2. "Governance Committee Member" or "Member" means the entities that comprise the Willamette Valley Operations Governance Committee ("Governance Committee" or "Committee"), which governs the operations of the System. To be eligible to be a "Member," the entity must either be a Party to this Agreement or an agency, department or subdivision of a Party. Members must pay the full Subscriber Rate established by the Governance Committee.

3. "Subscriber" means a person or entity authorized by the Governance Committee to use the System in accordance with the terms and conditions of a valid Subscriber Agreement. Subscribers shall pay the full Subscriber Rate established by the Committees.
4. "User" means a person or entity authorized by the Governance Committee to use the System in accordance with the terms and conditions of a valid User Agreement. Users shall pay the User Rate established by the Governance Committee for that User.
5. "Affiliate User" means a person or entity authorized by the Governance Committee to use the System in accordance with the terms and conditions of a valid Affiliate User Agreement. Affiliate Users shall pay the Affiliate User Rate established by the Governance Committee for that Affiliate User.

C. Governance Committee Membership

1. The Linn County Sheriff's Office, the City of Albany Police Department and City of Albany Fire Department, the Lebanon Fire District, the Sweet Home Fire District, the Benton County Sheriff's Office, the City of Corvallis Police Department, the City of Corvallis Fire Department, the Corvallis Regional Communications Center, the City of Philomath Police Department, the Linn County Sheriff's Office 9-1-1 Communications Center, along with the Linn County Rural Fire District Representative, comprise the originating members of the Governance Committee upon signatures by their authorized representative.
2. In Linn County, Rural Fire District agencies who are not ambulance transport agencies, will elect annually, one voting Subscriber agency representative to serve collectively on their behalf on the Governance Committee.
 - The election of the Rural Fire District Governance Committee Member will take place during the month of June, 2018, and every two years thereafter, for a two-year term beginning July 1.
 - The elected Rural Fire District representative serving on the Governance Committee will be the Rural Fire District Executive, should a matter need to come before the Executives for a decision (See D.3.c)
 - Each of the Rural Fire District Subscribers is still entitled to the same rights as all other subscribers, including all rights and responsibilities.
3. Members may use the System as a benefit of membership. Use of the System is defined as connecting one or more points of the Member's system to the WVOPS servers, system or equipment, and interacting with data to or from the WVOPS servers.
4. Members may have requirements of mutual aid, and/or other State and Federal interoperability agreements that necessitate the facilitation of access by the Member's partner agencies. For fulfillment of these agreement requirements, the Governance Committee may allow others to use the System, when Member's bring forth the request for non-member access (Affiliate Users) to the Committee. The Committee shall not establish obligations, leases, or subscriptions that may affect or require access or use over any portion of the System by a specific Member or partner agency, without the express permission of that Member.

5. Obligations of Membership. In addition to the specific rights and obligations discussed elsewhere in this Agreement, while a Member, each Member shall:
 - a. Designate a regular representative to the Committee, and one or more alternate representatives. All representatives must have the authority to act on behalf of the Member. In case of a vacancy, the Member shall designate a replacement representative within 30 days of the vacancy occurring. All such designations shall be communicated in writing to the Committee.
 - b. Pay any and all invoices and meet other obligations related to payment for services received as a result of membership. This obligation extends to the payment of all Member agency equipment purchases and services to avoid liens and other actions that could affect the operation of the System. Membership shall in no way imply a joint venture or joint ownership or convey any financial obligations on the other Members, unless specifically accepted in writing.
 - c. Observe the established system maintenance, implementation and update schedules for any equipment or facilities connected to the System.
6. Privileges of Membership. In addition to the specific rights and privileges discussed elsewhere in this Agreement, while a Member, each Member may:
 - a. Use the System for any lawful purposes consistent with the design and operation of the System, as delineated by the Governance Committee;
 - b. Exercise the rights of Membership on the Committee.
7. Termination of Membership.
 - a. Any Member may voluntarily terminate its participation in the System upon no less than 6 months written notice of withdrawal to the Committee. The withdrawal date may only occur on June 30, following the minimum notice period.
 - b. The withdrawing Member shall make reasonable efforts to provide to the System, or allow the continuing use by the System of, any services, data, equipment or network provided by the withdrawing Member to support the operation of the System, and to facilitate continued data input, data collection and data synchronizations over any portion of the withdrawing Member's own system that had been designated to System purposes, or a reasonable alternative, upon such terms and conditions as the withdrawing Member shall require, at non-discriminatory rates. The withdrawing Member shall not unreasonably refuse to agree on terms for the continuing use up to the withdrawal date established in section C.7.a above, or such other date as the parties may agree upon.
 - c. The withdrawing Member shall not be responsible for any costs that are incurred by or for the remaining Members after the withdrawal date. The withdrawing Member shall remain responsible for any costs incurred or contractually agreed upon prior to the withdrawal date, to the extent permitted by law, up to the withdrawal date established in section C.7.a above, or such other date as the parties may agree upon.
 - d. Upon request by withdrawing Member made before or within sixty (60) days after the effective withdrawal date of termination, the System Manager will make available to the

withdrawing Member a complete and secure (i.e. encrypted and appropriated authenticated) download file of Member's data in an agreed-upon format, along with attachments in their native format. The System Manager will be available throughout this period to answer questions about data schema, transformations, and other elements required to fully understand and utilize Member's data file.

e. A Member's failure to abide by the terms and conditions of this Agreement may result in involuntary termination of membership as provided in the Default Section.

D. Operational Governance

1. The WVOPS Consortium system management structure and provisions concerning operations of the System are those provided for in this agreement, which sets forth general principles concerning structure, purpose, operations and similar matters.

2. Committee Authority and Responsibilities:

a. The operational responsibility of the Committee includes, but is not limited to: establishment of rates and other fees and charges; the allocation of expenditures and revenues among the Members as appropriate; and all other activities necessary or convenient to the efficient operation of the System.

b. The Committee shall develop and maintain appropriate documents that describe with particularity the configuration of the System, including services to support the operation of the System; and set forth the formula for the calculation of rates for services.

c. The Committee is responsible to ensure the completion of necessary installation, implementation, maintenance and replacement of mutually used servers and other System equipment. This work is to be completed by Linn County Sheriff's Office staff, and may also involve Member agency personnel as needed. The Committee will ensure completion of the technical and administrative functions necessary to maintain and operate the System. The Committee may modify the definition of the System by adopting a written system description as part of its provisioning plan.

d. The Committee is responsible to establish, maintain, and update a plan for the continued financial integrity of the System. The plan shall take into account financial obligations, update and upgrade costs, add-on costs, system enhancement and infrastructure needs, long-term financial planning, and provide to the extent possible for a predictable budget schedule. The intent is to deliver budget projections to WVOPS Consortium Members by January 15th, for the following fiscal year. The WVOPS Consortium will adhere to a July 1 to June 30 fiscal calendar.

e. The Committee may from time to time authorize a Member to add or subtract resources to or from the System. Such actions shall be consistent with the overall System objectives. When any change to the resources of the System is implemented, the impact of such changes on rates shall be reflected in the WVOPS Rate Model Plan.

f. The Committee, in its sole judgment and discretion, may elect to add a new Member agency to the Committee with full voting rights if it is determined by the Committee that

the addition of the agency will strengthen the System and create a more beneficial System for the Members. Such addition shall only take place with a unanimous vote by all Committee Members.

g. Subject to prior approval by the Committee, the Linn County Sheriff's Office may enter into subscription agreements and contracts that are reasonably necessary for the ordinary maintenance and operation of the system, as well as enhancement or modification of the system. Any such contracts or obligations shall be reflected in the WVOPS Rate Model Plan.

3. Committee Operation

a. Voting Authority.

- i. Each Member shall be entitled to one vote.
- ii. Each Member shall appoint a representative with authority to vote on behalf of the Member.
- iii. If the Member's representative is unavailable, the Member may delegate its voting authority to a proxy delegate, who is within their own agency or to another Governance Committee Member, by means of a written communication to the Chair of the Committee.

b. Quorum. A quorum of the Committee consists of a majority of voting Members. Notifications of meetings will be sent out, by way of email, to ensure a quorum will exist at the meeting, for actions to be taken. Member representatives will notify the Chair (by written communication, which may include email) of their proxy delegation. If a quorum exists, and unless otherwise specified in this Agreement, a decision or action on an issue may be approved by a majority vote of the Members present.

c. The Committee will strive for general agreement on all issues.

- i. In the case of tie votes, the issue shall be referred to the executives of each of the Governance Committee Member agencies for a decision made by majority vote.
- ii. Any Member may refer a Committee vote or action that would create a significant financial impact for that Member to the executives of each of the Governance Committee Member agencies for review and a decision on that Committee vote or action. The decision of the executives may not be delegated pursuant to Section 3.a.iii. and shall be unanimous.

d. Subcommittees. The Committee may create permanent or temporary subcommittees to facilitate discussion and guide decision-making of the Committee. The subcommittees report and make recommendations to the Committee.

e. Meetings:

- i. Regular meetings. The Committee shall meet not less than quarterly at dates and times agreed to by the Committee.

ii. Special meetings. Special meetings may be called by the Chair or 2 or more Members with not less than 48 hours' notice. Notice of the time and place, and subject(s) of the special meeting shall be sent by email to the designated Member representative and alternates.

iii. An agenda shall be prepared for each meeting and distributed in advance to the Members. The agenda shall identify significant issues to be presented, discussed, or considered at the meeting. Except in case of emergency, notice of agenda items involving a substantial change to Member rates, system enhancement, growth or upgrade contributions, or level of service; shall be given not less than two weeks in advance of the meeting.

iv. Minutes of each meeting shall be kept, in abbreviated form, that record the subject matter of significant items presented, discussed, or considered, and the results of any votes taken. A copy of the minutes of each meeting shall be distributed to the Members within 14 days following the meeting.

4. **Officers and Duties**

a. There shall be a Chair and a Vice-Chair of the Committee. The Chair and the Vice Chair shall rotate annually beginning at the first meeting of each fiscal year, on the basis of a rotation list of the Members' representatives established by the Committee. New Member representatives' names shall be added to the end of the then-current list.

b. The Vice Chair shall be from the agency that follows the Chair on the rotation list. In the event that the Chair position is vacated during the calendar year, the Vice Chair shall assume those duties and the next named Member representative in rotation shall serve as Vice Chair.

c. Serving as Chair or Vice Chair shall not limit a Member's right to vote.

d. The Chair is responsible to prepare an agenda for each meeting that identifies significant issues to be discussed at the meeting, including for reasonable documentation where necessary to enable Members to be prepared to vote on significant issues.

e. The Chair is responsible to ensure that the minutes of meetings are prepared, distributed, and retained. These files will be stored, and made available in accordance with F(1)(g).

E. System Administration

1. General operational and administrative decisions for the System shall be made by the Committee; provided, however, that individual agencies or groups of agencies that own, lease or otherwise control the components shall be responsible for agency-owned equipment and connection points. Such components shall be compatible with the System but are not regulated by the Committee.

2. The Committee will adopt, in writing, a System Operation and Administration Plan. Modifications to WVOPS-controlled components of the System shall only be made after approval by the Committee. Modifications to Member-controlled components of the

System shall only be made after reasonable prior written notice to the Committee. All modifications of WVOPS-controlled or Member-controlled components must comply with the System Operation and Administration Plan then in effect. This plan will include the following:

- a. Technical standards for server management, database management, system usage, access pathways, equipment type, security, access and the System's design.
 - b. Anticipated future development, enhancement or maintenance of the system, which shall include, but not be limited to, a long-range, multi-year plan for such system changes or maintenance.
 - c. Service level standards including but not limited to:
 - i. Data entry, and data maintenance;
 - ii. Minimum and preferred predictive maintenance schedule and procedure, including communication dissemination plan;
 - iii. Connectivity repair and service reestablishment priorities and timelines;
 - iv. On-hour and off-hours system outage and troubleshooting procedures and contact information;
 - v. Schematics of existing and future server and network layouts;
 - vi. System security standards including, data and physical security requirements for equipment and data storage sites;
 - vii. AC/DC loading requirements for emergency backup systems;
and
 - ix. Disaster plans and agreements, including back up contingencies for the System.
3. The Committee shall develop and maintain a System Infrastructure Description which will include at least the following:
- a. A written and/or graphic depiction of the System infrastructure, including location of major equipment and transmission routes. The WVOPS-controlled and Member- controlled components shall be separately described in an appendix to the System Operation and Administration Plan with identification of connection points within the System. This appendix shall be updated annually by the Committee or its designee;
 - b. A written and/or graphic depiction of the System's network topography, clearly describing the System's boundaries, firewalls, tie-ins, routes, DMZs, domain trusts, and more. This topography shall include the interfaces between the equipment and links which comprise the System, and any system or equipment which may attach to it, but are not under the control of the Committee;
 - c. A written and/or graphic description of each interface (software or hardware) to the System;

d. A description of ownership, maintenance agreements, contact information and other information necessary for maintenance, repair and security for each segment or server of the System;

e. An indication of any priority equipment or routes, as well as redundant routes, to allow for priority repair and/or special security and service considerations.

F. Operations and Maintenance *(Combined the roles of Sys Admin, Sys Manager, Financial)*

1. System Management for WVOPS Consortium will be handled by the Linn County Sheriff's Office, who will appoint a System Manager. This appointment will be made known to the Governance Committee Chair at the first meeting of each fiscal year. Should the System Manager be changed (or experience an extended leave of absence) Linn County Sheriff's Office will notify the Chair of the new System Manager within 10 business days. The System Manager will serve as staff to the Committee, and may vote on behalf of the Linn County Sheriff's Office on Committee business. System Management costs will be reflected and allocated in the WVOPS Rate Model Plan. Unless otherwise assigned by the Committee, the System Manager will be responsible for the following:

Operational responsibilities include:

- a. Develop and maintain the System Operation and Administration Plan and the System Infrastructure Description;
- b. Manage technical aspects of the system; track and repair technical issues; oversee technical issue resolutions and manage the preventative maintenance schedule;
- c. Inform the Committee and WVOPS Users of System issues; provide System use information to the Committee;
- d. Coordinate implementation and trainings, including working with Members to ensure data integrity, data entry standards, and data synchronization with third-party interfaces;
- e. Communicate with current and potential new users; ensure that System users are kept informed of those things that could impact daily use of the System;
- f. Ensure the WVOPS Consortium operates and is compliant with standards, protocols and policies, including but not limited to, those governed by Health Insurance Portability and Accountability Act (HIPPA), and Criminal Justice Information Systems (CJIS).
- g. Provide file share location where documents, meeting minutes, reference material and other WVOPS Consortium files will be stored, and accessed by Members.
- h. Perform any other duties as deemed necessary by the Committee.

Fiscal responsibilities include:

- g. Prepare, propose and manage the WVOPS budget per the System Operation and Administration Plan and the WVOPS Rate Model Plan;
- h. Invoice and collect Member fees and System improvement fees;

- i. Provide all accounts payable functionality including the payment of WVOPS expenses;
- j. Provide standard quarterly financial reports or on-demand financial reports as needed
- k. Assist with future budget projections and preparation; and
- l. Provide purchasing expertise and act to implement contracts executed by the Linn County Sheriff's Office after approval by WVOPS.
- m. Provide budget projections to WVOPS Consortium Members by January 15th, for the following fiscal year.

- 3. Nothing in this Agreement shall be construed to require the System Manager, or any of the above-mentioned Committee members to violate a law, rule, or regulation or to breach any contract.

G. Future System Expansion

- 1. One or more Members may propose plans for future expansion of WVOPS controlled components of the System, to the Committee for approval as set out in the voting provisions in section D.3 of this Agreement. Costs related to the expansion of WVOPS Controlled components, including implementation time/materials, will be projected by the System Manager for consideration with the plan, as will projected increases to ongoing maintenance and support costs.
- 2. No Member shall be obligated to pay for any part of a system expansion or system equipment, where a direct benefit for that Member does not exist except as agreed upon in the WVOPS Rate Model Plan.
- 3. Once any agreed-upon future expansion of the WVOPS controlled components is complete, that expansion shall become part of the System Operation and Administration Plan.
- 4. Future operations and maintenance costs of the System expansion shall be the responsibility of Members as defined within the WVOPS Rate Model Plan and the System Operation and Administration Plan.
- 5. Members may make changes to Member controlled components without Committee approval pursuant to section E.2 of this Agreement.

H. Rate Setting and Billing

- 1. The Committee shall review and update its rates annually. Rates shall be adopted by January 15 for the new fiscal year starting on July 1.
- 2. The existing WVOPS Agencies, along with future agencies, were previously given budget projection figures for fees and their share of maintenance and support contracts. This is, in large part, built upon certain assumptions of percentage of use of the software modules, and subject to change. This rate set in the budget projection figures will remain in effect until such time as all Member subscribers are functionally operating on the

system, new agencies or equipment need to be added to the system, or a comprehensive WVOPS Rate Model Plan is adopted.

3. Once all Member agencies are operational the Committee will adopt a written rate-setting methodology, known as the WVOPS Rate Model Plan, designed to recover costs of software licenses, software maintenance and support, hardware/server costs, hardware/server maintenance and support, connectivity costs to backup site, system enhancement, growth and upgrades, replacement of existing system components, contractual commitments, and reserves. The methodology shall, to the extent practicable, allocate costs fairly among the members while taking into consideration factors such as usage of specific modules, base system usage, original site license fees, and equitable usage of modules
4. The Committee, by and through the WVOPS System Manager, will invoice and collect revenues from Members, Subscribers, Users and Affiliate Users for the use of the System and if necessary, for System improvements.
5. Member contributions for future system enhancements, growth, or other upgrades will be tracked for historical purposes but will not be factored into rates.

I. Default

1. If any Member is reported to be in default (Defaulting Member), under this Agreement, by any other Member or WVOPS representative the Committee shall evaluate the report and notify the Defaulting Member in writing of the scope and nature of the default (Default Notice), if any. The following events shall constitute default under this Agreement:
 - a. Failure to make any payment when due hereunder;
 - b. Failure to perform in any material respect any obligations required to be observed or performed hereunder;
 - c. Willful and material interference by one Member to another Member's System-related operations;
 - d. Use of the System in a manner deemed to be inappropriate by the Committee.
 - e. Knowing and/or ongoing actions relating to the System which constitute actionable violation(s) of law or local regulations.
2. Remedies
 - a. Defaulting Member's Right to Cure. The Defaulting Member shall have the right to cure any breach or default under this Agreement within the soonest practical time, which shall not exceed 60 calendar days after the receipt of Default Notice. In the event that any breach or default is of a nature such that it may not reasonably be cured within 60 calendar days, the Defaulting Member shall have the right to submit a written plan to the System Manager detailing appropriate actions the Defaulting Member shall take to cure such breach or default. The Defaulting Member is solely responsible for consultation

with the System Manager and Governance Committee to ensure the remedial plan will result in a timely cure of default. Within the 60 calendar days period after receipt of Default Notice, the Defaulting Member must commence diligently pursuing appropriate action under the plan to cure the breach or default, in which event the Defaulting Member shall have a longer period of time to cure the breach or default so long as the Defaulting Member shall continue to be diligently pursuing appropriate action during such period; provided, however, that in no event shall such time period exceed 120 days from the date of receipt of the Default Notice. During the period allowed for cure of breach or default, the defaulting Member may, at the option of the Committee, retain the right to use the System, providing such use does not damage, diminish or otherwise negatively impact the System.

b. Remedies. If the Defaulting Member fails to timely cure any material default in a manner which maintains the integrity of the System, the Committee shall have the right to terminate the Defaulting Member's Membership. The Committee or any Member may elect to cure any default of a Defaulting Member to preserve one or more Member's rights that may be prejudiced as a result of such default; and exercise and pursue all other rights and remedies available to it under applicable law. In the event of a termination under this clause, the obligations under Subsections C.7.b. and C.7.c, "Termination of Membership", shall continue.

c. Except as otherwise provided in this Agreement, any right or remedy afforded to any Member under any provision of this Agreement on account of breach or default by another is in addition to, and not in lieu of, all rights or remedies afforded any Member under any other provision of this Agreement, by law or otherwise on account of the breach or default.

J. Ownership and Insurance

1. For insurance purposes, the current owner of record of the WVOPS controlled System components shall be described in the System Operation and Administration Plan. As the owner of record, the agency must maintain adequate insurance on the WVOPS controlled System components. If the agency ceases to be a Party, or ceases to be willing to serve as the owner of record and provides the Committee reasonable advance notice, the existing owner will transfer ownership to a willing new owner, who then agrees to insure the WVOPS controlled System components.
2. Other Member's rights regarding equipment will be assured in other provisions of this Agreement.

K. Indemnity

1. Subject to Subsection K.4 below, each Party agrees to defend, indemnify and save the other Parties harmless from any claim, liability or damage, including attorney fees, resulting from any error, omission or act of negligence on the part of the indemnifying Party, Member, its officers or employees, and agents in the performance of its responsibilities under this agreement.
2. Subject to Subsection K.4 below, each Party agrees to indemnify and hold the other Parties, Members, their officers, employees and agents harmless from its proportional

share of liability (each Member's proportional share shall be based on the total number of Members of the Committee) for the decisions and actions of the Committee, and for the decisions and actions to implement the Committee's decisions by the System Manager. Notwithstanding the assumption of liability under this Subsection K, the Parties are not liable for any action of the System Manager that violates the law, breaches a contract, or willfully causes damage or injury.

3. Each Party shall require that any independent contractors, licensees, invitees or vendors performing responsibilities under this Agreement have insurance coverage that the Party typically requires for the type of work, with each Party and its governing Board or Council members, officers, employees, and agents covered as additional insured's for general and any auto liability coverage. Each Party shall also require in any contracts with any independent contractors, licensees, invitees or vendors that the independent contractors, licensees, invitees or vendors agree to indemnify each of the Parties to this Agreement in accordance with the terms in Subsection K.1 above.
4. The Parties' indemnity and hold harmless obligations are subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, as applicable. The Parties expressly recognize and agree that the indemnifying Party's obligation to indemnify, defend, protect and save another harmless is not a material obligation to the continuing performance of its other obligations, if any. The Parties also recognize their rights to any and all actions under the law. These obligations shall survive the expiration or termination of this Agreement.

In providing the services described or related to this agreement all the Parties are public bodies and shall maintain their public body status as specified in ORS 30.260. All the Parties understand and acknowledge that all Parties retain all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

L. Limitation of Liability

Notwithstanding any provision of this Agreement to the contrary, no party shall be liable to any other party for any special, incidental, indirect, punitive or consequential damages, or damages for lost revenue or lost profits, whether foreseeable or not, arising out of, or in connection with such party's failure to perform its respective obligations hereunder, including, but not limited to, loss of profits or revenue (whether arising out of transmission or transport interruptions or problems, any interruption or degradation of service or otherwise), or claims of customers, whether occasioned by any constructions, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including breach of contract, negligence, or strict liability, all claims for which such damages are hereby specifically waived. Except for the limitations on actions contained in the applicable provisions of the Oregon Tort Claims Act, nothing contained herein shall operate as a limitation on the right of a party hereto to bring an action for damages against any third party, including claims for indirect, special or consequential damages, based on any acts or omissions of such third party.

M. Notice

Any notices required or permitted by this Agreement shall be deemed given when personally delivered to the recipient; upon the date signed as delivered if the notice is sent by United States mail, postage prepaid, certified, return receipt requested; or upon delivery if sent by email.

All notices to Parties or Members of this agreement will be given to the Member Agency's Governance Committee representative, and Executive. For Users and Affiliate Users without a Governance Committee representative, notice will be given to the Executive.

All notices for the Linn County Sheriff's Office should be sent to the Linn County Sheriff's Office, 1115 SE Jackson Street, Albany, Oregon 97322 ATTN: WVOPS System Manager, or when delivered personally, given to the System Manager as identified under Section F.1.

N. Additional Agreements

This Agreement is intended to generally set forth the agreement among the Parties regarding the operation of the System and the obligations and benefits of membership in the System. However, the Parties may supplement this Agreement by entering into subsequent written agreements. This Agreement supersedes the Intergovernmental Agreement entered into between Linn County and the City of Albany as reflected in Linn County Board of Commissioners Resolution and Order 2014-354. In the event of conflict between this Agreement and any supplemental agreement(s) between the Parties, the terms of this Agreement will take precedence over all supplemental agreements.

O. Amendment Process

This Agreement may be amended only by written agreement among all Parties. Any amendment shall be executed by a person authorized to bind the Party to the amendment.

P. Partial invalidity

If any term or provision of this Agreement or the application to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Q. Waivers

No waiver of any breach of any covenant or provision contained here shall be deemed a waiver of any preceding or succeeding breach of that covenant or provision, or of any other covenant or provision here contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

R. Effective Date; Term

This Agreement will become effective for the current Parties when executed by all the current Parties. The Agreement shall become effective for additional Parties approved by the Committee upon the date an agreement is executed between the additional Party and the Linn County Sheriff's Office. This Agreement shall be in effect indefinitely until at least two-thirds of the Member agencies' executives vote in favor of terminating the Agreement.

S. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the "State of Oregon"

T. Dispute Resolution

The Parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the Member representatives. In the event that the Parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date first above written.

For Benton County:

Name: J. Scott Jackson
Title: Sheriff

Date

For Linn County:

Name: Bruce W. Riley
Title: Sheriff

Date

For the City of Albany:

Name: Jorge Salinas
Title: Assistant City Manager

Date

For the City of Corvallis:

Name: Mark Shepard
Title: City Manager

Date

For the City of Philomath:

Name: Ken Reuben
Title: Chief of Police

Date

For the Lebanon Fire District:

Name: Gordon Sletmoe
Title: Fire Chief

Date

For the Sweet Home Fire & Ambulance District:

Name: Dave Barringer
Title: Fire Chief

Date

For the Scio Rural Fire District:

Name: Doug Branch
Title: Fire Chief

Date

For the Tangent Rural Fire District:

Name: Scott Casebolt
Title: Fire Chief

Date

For the Halsey-Shedd Rural Fire District:

Name: Travis Hewitt
Title: Fire Chief

Date

For the Brownsville Rural Fire District:

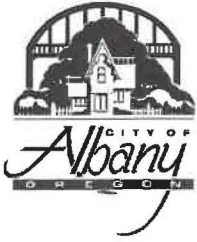
Name: Kevin Rogers
Title: Fire Chief

Date

For the Harrisburg Fire & Rescue District:

Name: Bart Griffith
Title: Fire Chief

Date



TO: Albany City Council
VIA: Peter Troedsson, City Manager *3/8*
FROM: Ed Hodney, Parks & Recreation Director *EH*
DATE: March 8, 2018, for the March 14, 2018, City Council Meeting
SUBJECT: Increase FTE for Clerk II Position

RELATES TO STRATEGIC PLAN THEME: • Effective Government

Action Requested:

Approve the increase of one Clerk II from a 0.75 FTE position to a 1.0 FTE, effective March 1, 2018.

Discussion:

The subject Clerk II position staffs works in Parks & Recreation Administration at the front desk at City Hall, performing a wide range of administrative support services for the department and general reception for City Hall functions. Since this position is currently 0.75 FTE, the balance of the work duties and schedule are covered with employees from a temporary employment agency. The frequent turnover of agency employees and the corresponding need of oversight and training is less effective and efficient than a fulltime person would be.

Given the significant turnover and current vacancies realized in the Parks & Recreation Department over the past year, it is very important to retain the incumbent in this position and stabilize our current staffing. I am seeking authorization to increase this Clerk II position from 0.75 to 1.0 FTE.

Budget Impact:

Estimated costs associated with this reclassification is \$10,500 annually for wages and benefits. No additional budgeted funds are required, as this increase can be covered entirely by a reduction in expenditures for temporary employees.