

# ALBANY CITY COUNCIL AGENDA

**Wednesday, September 25, 2024**  
**6:00 p.m.**

Council Chambers, City Hall  
333 Broadalbin Street SW

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Please help us get Albany's work done.

Be respectful and refer to the rules of conduct posted by the main door to the Chambers and on the website.

1. Call to order and pledge of allegiance
2. Roll call
3. Public hearings

*Persons wanting to provide testimony during public hearings at city council meetings may:*

- 1- *Email written comments to the staff contact, listed below, including your name and subject of the public hearing, before **noon on the day of the meeting**.*
- 2- *To testify virtually during the public hearing, register by emailing the staff contact, listed below, before **noon on the day of the meeting**, with your name; phone number; and if you are speaking for, against, or neutral on the project/subject. The mayor will call upon those who have registered to speak.*
- 3- *Appear in person at the meeting and register to speak using the sign-up sheet on the table.*

- a. CDBG Consolidated annual performance report – Beth Frelander [Pages 3-35]  
*The staff contact for this public hearing is: [beth.frelander@albanyoregon.gov](mailto:beth.frelander@albanyoregon.gov)*
- b. PRO Housing Grant application – Anne Catlin [Pages 36-84]  
*The staff contact for this public hearing is: [anne.catlin@albanyoregon.gov](mailto:anne.catlin@albanyoregon.gov)*

4. Business from the public

5. Second reading of ordinances

- a. Creating AMC Chapter 14.30, street maintenance fee – Chris Bailey [Pages 85-88]

ORD NO. \_\_\_\_\_ p. 85

6. Award of contracts

- a. Exemption from competitive bidding and sole-source procurement of Fire Alerting System – Chris LaBelle [Pages 89-92]

RES NO. \_\_\_\_\_ p. 91

- b. Exemption from competitive bidding for sole source procurement of document management system support – Sean Park [Pages 93-96]

RES NO. \_\_\_\_\_ p. 95

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7. Adoption of consent agenda
  - a. Appointments [Pages 97-99]
    - 1) Appointing Tami Cockeram to the Human Relations Commission
  - b. Approval of minutes [Pages 100-113]
    - 1) July 22, 2024, city council work session
    - 2) July 24, 2024, city council meeting
    - 3) August 5, 2024, city council work session
    - 4) August 7, 2024, city council meeting
  - c. Adoption of resolutions
    - 1) Granting public utility easement and dedicating right-of-way on South Albany Park property – Kim Lyddane [Pages 114-122] RES NO. \_\_\_\_\_ p. 115
    - 2) Accepting grant funds from Oregon Criminal Justice Commission organized retail theft grant – Marcia Harnden [Pages 123-124] RES NO. \_\_\_\_\_ p. 124
  - d. Approval of agreements
    - 1) Authorize City of Albany Fire Department to enter into a lease agreement with Hughes Fire equipment at 1980 Three Lakes RD SE – Chris LaBelle [Pages 125-146] RES NO. \_\_\_\_\_ p. 126

MOTION: \_\_\_\_\_

8. Staff reports
  - a. Ratification of decisions made during the council break
    - 1) Contract award for AR-24-21, Fixed Base Operator (FBO) Building and Historic Hangar Rehabilitation and Approval to Apply for and Accept a Federal Aviation Administration Bipartisan Infrastructure Law grant – Robb Romeo [Pages 147-157] RES NO. \_\_\_\_\_ p. 150
    - 2) Contract for BR-22-01, Salem Avenue bridge over Cox Creek – Nolan Nelson [Pages 158-165]
    - 3) Contract extension for water meter reading services – Jeff Babbitt [Pages 166-167]

9. Business from the council

10. City manager report

11. Next meeting dates

Monday, September 30, 2024; 5:15 p.m. joint work session with planning commission  
Monday, October 7, 2024; 4:00 p.m. budget review committee work session  
Wednesday, October 9, 2024; 6:00 p.m. meeting

12. Adjournment

*This meeting is accessible to the public via video connection. The location for in-person attendance is accessible to people with disabilities. If you have a disability that requires accommodation, please notify city staff at least 48 hours in advance of the meeting at: [cityclerk@albanyoregon.gov](mailto:cityclerk@albanyoregon.gov)*

*Testimony provided at the meeting is part of the public record. Meetings are recorded, capturing both in-person and virtual participation, and are posted on the City website.*



# MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager  
Matthew Ruettgers, Community Development Director

FROM: Beth Freeland, Planner II

DATE: September 13, 2024, for the September 25, 2024, City Council Meeting

9/18

MR

**SUBJECT:** Public Hearing on Community Development Block Grant (CDBG) 2023 Annual Report and Community Needs.

Relates to Strategic Plan theme: Great Neighborhoods

**Action Requested:**

Staff requests that the City Council hold a public hearing to consider comments on the 2023 Consolidated Annual Performance and Evaluation Report (CAPER) and Community Development needs that could be addressed with CDBG funding. Following the public hearing, staff recommends that council authorize staff to submit the 2023 CAPER (Attachment 1) to the U.S. Department of Housing and Urban Development (HUD).

**Discussion:**

*CDBG Background and Program Requirements*

As a federal entitlement jurisdiction, the City of Albany receives an annual formula grant from HUD through the CDBG program to implement a variety of community and economic development activities with the purpose to develop viable communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for low- and moderate-income residents.

The CDBG program requires the City to develop a strategic plan every five years, called the Consolidated Plan, and annual action plans that specify how the City will use its annual grant to address needs identified in the Consolidated Plan. The City must submit an annual report (CAPER) to HUD on progress achieving goals in the five-year and one-year plans and hold two public hearings a year to assess community needs. The City must have a citizen participation plan and also prepare an assessment of fair housing to identify impediments to fair housing choice and adopt strategies to further fair housing.

*2023 CAPER*

The 2023 CAPER reports the accomplishments the City has made on the goals and objectives of the 2023-2027 Consolidated Plan and the 2023 Annual Action Plan during the City’s 2023-2024 fiscal year. The City’s 2023 entitlement award was \$335,142. Additionally, \$279,378 from prior year allocations of CDBG carried over into the 2023 program year. The City spent \$385,986 in CDBG funds by June 30, 2024, on activities that address strategic plan goals.



CDBG-funded programs served 1,172 low- and moderate- income residents and two households in Albany during the 2023-2024 program year. CDBG funds supported the following public service programs: emergency shelter and case management to homeless youth, outreach and resource connection to unsheltered residents as well as case management for particularly vulnerable homeless residents, emergency shelter and motel stays for survivors of domestic violence, childcare scholarships, and senior companions for homebound seniors and persons with disabilities. In 2023-2024, two low-income homeowners received housing rehabilitation loans and completed needed home repair projects. Six additional households received housing rehabilitation loans in the program year 2023-2024 and are anticipated to complete their housing rehabilitation projects in the 2024-2025 program year. CDBG funds also supported improvements to Lehigh Park through the purchase of new playground equipment which will be installed in the 2024-2025 program year.

*Citizen Input on Community Needs*

A required step in the CDBG program development process is to provide public hearings twice a year for the public to comment on the City's needs that could be addressed with CDBG funding. The September 25, 2024, public hearing is the second council hearing for the year. Public input on community needs will be considered when determining activities to be included in the 2025 Action Plan that begins next fiscal year. The Community Development Commission also welcomes public comments on community needs at its monthly meetings.

**Budget Impact:**

None.

BF:km

Attachment (1): 2023 CAPER





**CITY OF ALBANY  
2023 Consolidated Annual  
Performance Evaluation Report**

**FOR THE CITY'S  
COMMUNITY DEVELOPMENT BLOCK GRANT  
PROGRAMS**

**PREPARED BY THE CITY OF ALBANY, OREGON  
COMMUNITY DEVELOPMENT DEPARTMENT**

**Council Hearing: September 25th, 2024 @ 6:00PM**  
Albany Council Chambers, 333 Broadablin St SW  
Email comments or register to testify by noon on 9/25/24:  
**[cdbg@albanyoregon.gov](mailto:cdbg@albanyoregon.gov)**

## **CR-05 - Goals and Outcomes**

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan.**

#### **91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Albany receives an annual Community Development Block Grant (CDBG) entitlement from the U.S. Department of Housing and Urban Development (HUD). As a recipient of CDBG funds, the City is required to prepare a five-year strategic plan that identifies community needs, prioritizes these needs, and establishes goals and objectives to meet these needs. This five-year plan is called the Consolidated Plan.

Each year the City is also required to provide a Consolidated Annual Performance Evaluation and Report (CAPER) to the public and HUD that evaluates Albany's progress towards meeting the one-year goals in the Annual Action Plan and the goals and objectives identified in the 2023-2027 Consolidated Plan. This CAPER covers progress made in the 2023 federal program year, which corresponds to the City of Albany's 2023-2024 fiscal year.

The 2023 Federal program year was Albany's first year of the 2023-2027 Consolidated Plan. The City received an allocation of \$335,142 in CDBG funds to address needs identified in the five-year Consolidated Plan. Additionally, \$279,378 from prior year allocations of CDBG carried over into the 2023 program year. The City spent \$385,986 in CDBG funds by June 30, 2024, on activities that address strategic plan goals.

Between July 1, 2023, and June 30, 2024, CDBG provided services to 1,145 low- and moderate-income Albany individuals and two households with the following programs: housing rehabilitation, emergency shelter and case management to homeless youth, outreach and resource connection to unsheltered residents, emergency motel stays for survivors of domestic violence, childcare scholarships, and senior companions for homebound seniors and persons with disabilities. Additionally, a prior year project for property clearance and building demolition has now resulted in 27 units of affordable housing for low income residents. Progress was also made on Lehigh Park improvements using CDBG funds in program year 2023.

### **Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Indicator	Unit of Measure	Expected – 5-year Plan	Actual – 5-year Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Increase affordable housing options across the housing spectrum	Public Facility or Infrastructure Activities (Ex. Shelter Improvements)	Persons Assisted	250	0	0.00%	NA	NA	NA
	Direct Financial Assistance to Homebuyers	Households Assisted	3	0	0.00%	NA	NA	NA
	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	8	0	0.00%	NA	NA	NA
	Affordable Housing Created ( <i>Creating Housing Coalition</i> )	Housing Units	1	0	0.00%	0	27	2700.00%
Maintain the existing affordable housing stock	Homeowner Housing Rehabilitated ( <i>DevNW</i> )	Household Housing Unit	15	2	13.33%	2	3	66.67%
Planning and Administration	Other	Other	1	1	100.00%	1	1	100.00%
Strengthen LMI neighborhoods and accessibility	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit ( <i>Lehigh Park</i> )	Persons Assisted	1000	0	0.00%	500	0	0.00%
	Jobs created/retained	Jobs	5	0	0.00%	NA	NA	NA

Support Economic Opportunities for LMI residents	Businesses assisted <i>(Family Connections)</i>	Businesses Assisted	15	0	0.00%	5	0	0.00%
Support public services for LMI residents	Public service activities other than Low/Moderate Income Housing Benefit <i>(YMCA, Boys and Girls Club, OCWCOG, COAT)</i>	Persons Assisted	700	1084	154.86%	259	1084	419.53%
	Homeless Person Overnight Shelter <i>(Jackson Street Youth Shelter)</i>	Persons Assisted	400	61	15.25%	0	61	6100%

**Table 1 Accomplishments – Program Year & Strategic Plan to Date**

**Assess how the jurisdiction’s use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

Consistent with the goals in the 2023-2027 Consolidated Plan, the 2023 priorities are as follows:

- Increase affordable housing opportunities
- Maintain the existing affordable housing stock
- Support economic opportunities for LMI residents
- Support public services for LMI residents
- Strengthen LMI neighborhoods and accessibility

Increase Affordable Housing Options: Prior year funding had already been spent down in previous program years used to support property clearance for the Hub City Village. Construction of the actual housing units occurred this year and residents were selected for the new affordable housing on the site. The affordable housing created ensures the project has met a national objective of the CDBG program. Therefore, Creating Housing Coalition reported on housing outcomes for this program year. Twenty-seven affordable housing units were created at the Hub City Village.

Maintain the Existing Affordable Housing Stock: CDBG funds supported the owner-occupied housing rehabilitation low interest deferred loan program managed by DevNW to improve livability of Albany’s aging housing stock. Two housing rehabilitations were completed in PY2023. Six housing rehabilitation projects were started in PY2023 and will be completed in PY2024. The projects that are in progress are not included in the number of households served this year.

Support economic opportunities for LMI residents: CDBG funds were allocated to Family Connections for a small business assistance program for in home childcare providers. Due to delays in the marketing and outreach campaign, the program was unable to recruit CDBG eligible business owners during the 2023 program year. The program will therefore continue into program year 2024 and, at the end of program year 2023, had identified four potential business owners or start-ups who met the CDBG eligibility requirement.

Support public services for LMI residents:

- Cascades West Council of Governments provided senior companion services to 13 homebound seniors using 2023 CDBG funding.
- In program year 2023, Center Against Rape and Domestic Violence provided emergency shelter and motel stays to 21 survivors of domestic violence in Albany using the remainder of their program year 2022 funds.
- COAT provided outreach and resource connection to 921 unsheltered residents and case management for 41 residents experiencing homelessness.
- Jackson Street provided emergency shelter and case management to 61 youth experiencing homelessness during program year 2023.

- YMCA provided 21 scholarships to Albany families enabling them to have access to affordable childcare using 2023 CDBG funding.
- Boys and Girls Club provided 108 scholarships to Albany youth enabling families to access affordable after school and summer childcare during the 2023 program year.

Strengthen LMI neighborhoods and accessibility: In program year 2023, Park equipment was purchased for Lehigh Park. Equipment will be installed in PY24.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	974
Black or African American	24
Asian	8
American Indian or American Native	75
Native Hawaiian or Other Pacific Islander	13
Multi-Racial or Other Race	78
<b>Total</b>	<b>1,172</b>
Hispanic	49
Not Hispanic	1,123

**Table 1 – Table of assistance to racial and ethnic populations by source of funds**

### Narrative

Between July 1, 2023, and June 30, 2024, CDBG programs served 1,172 residents, and two households with CDBG funded programs through senior services, childcare, emergency shelter, homeless outreach, and housing rehabilitation. Of these, 83 percent of the residents assisted were White, 2 percent were African American, 6 percent were American Indian or American Native, 1 percent were Asian, and 7 percent were other or multiracial. Additionally, 4 percent were of Latino/Hispanic origin.

Most (88 percent) of the residents and families supported with CDBG-funded programs were extremely low-income, earning 30 percent or below of the median family income. Six percent were low-income, and 5 percent were moderate-income. Less than one percent of those benefited by CDBG programs had incomes higher than 80% of the Area Median Income. In PY2023 year, there was a particular benefit to youth through the CDBG programs, including unaccompanied homeless youth, children of survivors of domestic violence utilizing emergency shelter or motel stays, and children of families receiving childcare scholarships. One hundred fifty-six female headed households were benefited from CDBG funded programs and activities in program year 2023, especially from the childcare scholarship programs. Seniors also benefited with 611 residents 62 and older being served by one of the funded programs this program year, in particular the homeless outreach program as well as the senior companion program.

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	580,142	385,986.5

Table 2 - Resources Made Available

### Narrative

### Identify the geographic distribution and location of investments

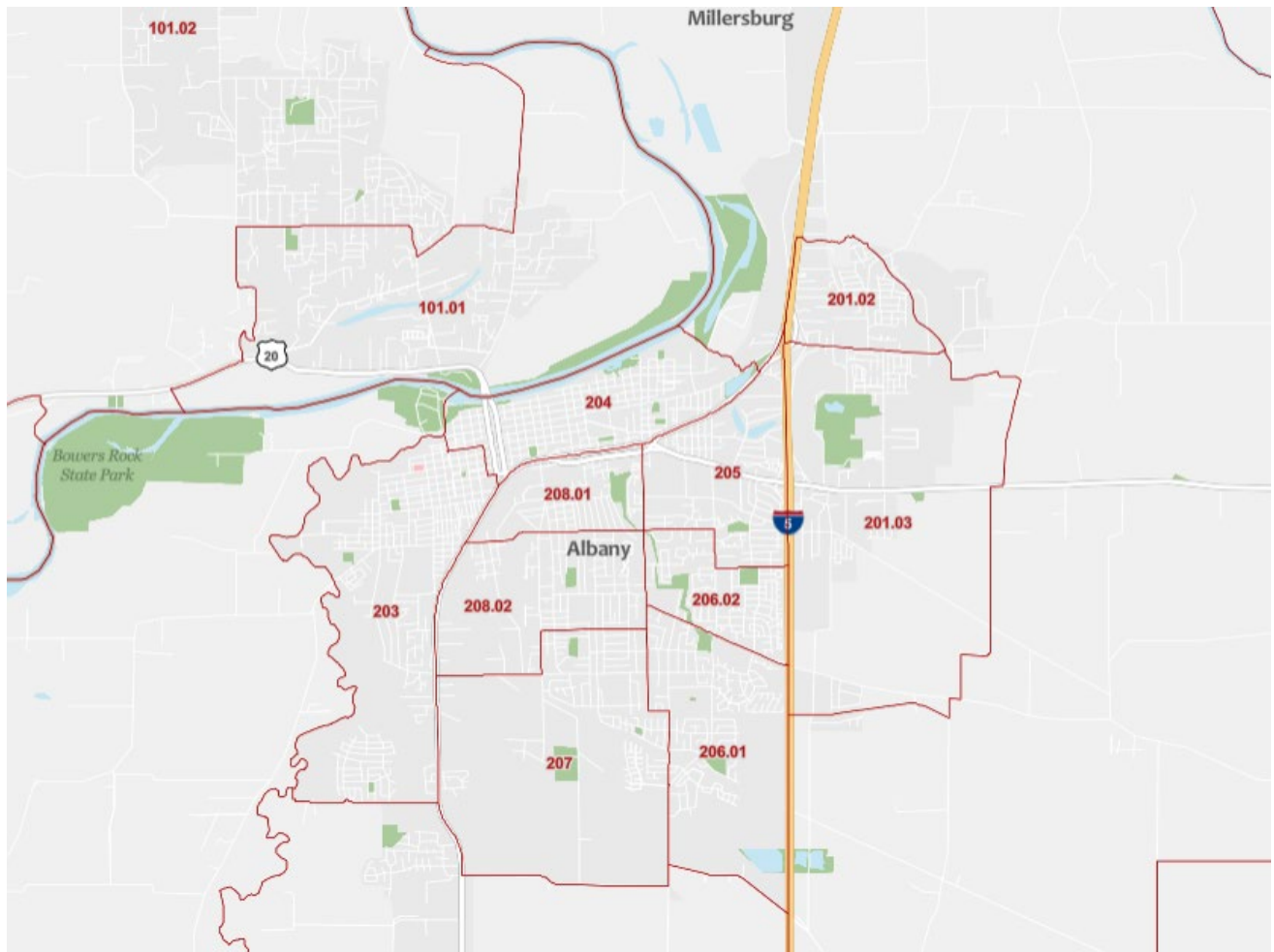
Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Census Tract 204	10	10	Youth shelter, housing rehabilitation
Census Tract 205	19	40	Lehigh park improvements, housing rehabilitation
Census Tract 208.1	17	13	Childcare Services, housing rehabilitation
Census Tract 208.2	4	18	Senior services, childcare services, housing rehabilitation
City of Albany, Linn County		19	Homeless outreach, housing rehabilitation program delivery and housing rehabilitation, emergency shelter for survivors of domestic violence

Table 3 – Identify the geographic distribution and location of investments

### Narrative

Excluding program administration expenditures, 81 percent of the City's CDBG expenditures by June 30, 2024, were in local target area Census Tracts 204, 205, 208.01, and 208.02. The City hopes investments in these areas will gradually remove blighted conditions, improve safety and livability, and add to the services and economic opportunities available in these areas. These improvements may encourage more private investment in these areas. CDBG activities and expenditures in Albany's low- and moderate-income Census Tracts are listed below.





**Figure 1. Census Tracts in Albany**

Census Tract 204 activities

- Jackson Street emergency youth shelter services and case management to youth ages 10 to 18.
- Creating Housing Coalition added 27 units of affordable housing. However, no CDBG funds were spent on this project in this program year.
- One housing rehabilitation project was started in this tract and will be completed in the program year 2024. The funds spent to date on the unfinished project are included in the geographic investment percentage, though the house is not counted towards the performance objectives.

Census Tract 205 activities

- New park equipment was purchased to be installed at Lehigh Park in this census tract 205. Installation will occur in program year 2024.
- One housing rehabilitation project was started in this tract and will be completed in program year 2024. The funds spent to date on the unfinished project are included in the geographic investment percentage, though the house is not counted towards the performance objectives.

#### Census Tract 208.01 activities

- Boys and Girls Club is based in this census tract.
- One housing rehabilitation project was completed in this tract.

#### Census Tract 208.02 activities

- The senior companion program is based in this census tract.
- YMCA is based in this census tract.
- One housing rehabilitation project was completed in this census tract. Additionally, one housing rehabilitation project was started in this tract and will be completed in program year 2024. The funds spent to date on the unfinished project are included in the geographic investment percentage, though the house is not counted towards the performance objectives.

## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

The City advanced 2023 Action Plan goals by supporting improvements on the publicly owned Lehigh Park. Otherwise, the City did not use any publicly owned land or property within the City limits to address the needs identified in the 2023 Action Plan.

CDBG: Several nonprofit service providers use the 2023 or prior year CDBG awards to leverage funding from private foundations, state, and local funding.

- Jackson Street Youth Services matched the City's CDBG support with 375 volunteer hours of in-kind support for a value of more than \$5,000 throughout the program year.
- The senior companion program managed by Cascades West Council of Governments received more than \$47,000 in federal funds.
- Boys and Girls Club leveraged \$23,900 in federal funds, \$254,000 in state funds, and \$915,000 in grant funding to support their programs in addition to CDBG funding. They also had volunteers devote 126 hours for a value of \$1,600 to the program.
- Center Against Rape and Domestic Violence received \$9,500 in federal funds, \$800 in state funds, \$2,800 in local funds which, in combination with CDBG funds, supported their emergency motel stay program.
- COAT leveraged \$129,000 in state funds and \$9,600 in grant funds and matched CDBG funds with 242 volunteer hours for a value of more than \$3,000.

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	6	25*
Number of Non-Homeless households to be provided affordable housing units	11	2
Number of Special-Needs households to be provided affordable housing units	0	8*
<b>Total</b>	<b>17</b>	<b>29</b>

Table 4 – Number of Households

\*Six people who were special needs were also experiencing homelessness prior to being provided affordable housed.

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	12	27
Number of households supported through Rehab of Existing Units	5	2
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>17</b>	<b>29</b>

Table 5 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

HOMELESS HOUSEHOLDS PROVIDED HOUSING ASSISTANCE: 27 units of affordable housing were created this program year on a site that had been supported with CDBG funds in a previous year. This outpaced the anticipated 12 units to be completed in 2023. Twenty-five of these units were provided to people experiencing homelessness. Additionally, funds are used to provide services and support to help residents move into permanent housing. Jackson Street Youth Services assisted 45 youth move from their youth shelter into stable housing through family reunification or finding other safe housing. Additionally, CSC provides rapid rehousing for homeless households in Albany and served 72 low- and moderate-income households with this type of assistance during program year 2023. They did not request CDBG funds.

SPECIAL NEEDS HOUSEHOLDS PROVIDED HOUSING ASSISTANCE: Eight of the 27 units of affordable housing have been provided to people with severe and persistent mental illness. Six of these residents exited homelessness into this housing. Through partnerships with other agencies, these residents are provided with mental health services and case management.

NON-HOMELESS HOUSEHOLDS PROVIDED HOUSING ASSISTANCE:

- a. Number of Households Supported through Rental Assistance: CSC provided emergency housing assistance to 247 Albany households in PY2023. They did not request CDBG funds.
- Extremely low-income renter households assisted – 127
  - Low-income renter households assisted – 65
  - Moderate-income renter households assisted – 55
  - Middle-income renter households assisted – 0

b. Number of Households Supported through Rehab of Existing Units with CDBG: Two owner-occupied housing rehabs were completed in PY2023 (by June 30, 2024), and six are underway.

- Extremely low-income owner households assisted – 0
- Low-income owner households assisted – 2
- Moderate-income owner households assisted – 0
- Middle-income owner households assisted – 0

**Discuss how these outcomes will impact future annual action plans.**

While this year’s outcomes demonstrate the recent success in using CDBG to advance affordable housing, there is still a substantial need. The limited CDBG funds and restrictions on new construction pose challenges, but the City will continue to look for effective ways to advance affordable housing through the CDBG program. The City will continue to support the housing rehabilitation program to maintain affordable housing and strives to identify potential projects to support through acquisition, clearance, or other eligible activities that support the creation of affordable housing. The City will collaborate with partners to identify eligible activities on potential new projects, but finding property, establishing other funding, and completing the environmental review process all take time so these outcomes may not be readily replicated in the immediate future in our action plans.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	2	0
Moderate-income	0	0
<b>Total</b>	<b>2</b>	<b>0</b>

**Table 6 – Number of Households Served**

Number of Individuals Served	CDBG Actual
Extremely Low-income	1038
Low-income	69
Moderate-income	54
Presumed Low-Mod income	4
Over Moderate-income	7
<b>Total</b>	<b>1,172</b>

**Table 7 Incomes of individuals served by CDBG funded activities**

### Narrative Information

Household income is used to determine eligibility for most of Albany’s activities; however, the outcome is typically the number of persons served, rather than households served. Household income data is shown for the housing rehabilitation activities (2 households). Overall, 1,038 extremely low-income people were served using CDBG funds, along with 69 low-income people, and 54 moderate-income people. Only 11, less than 1 percent of those served, did not have a low- or moderate income; and of those 4 were homeless youth and qualified for CDBG programs as a presumed benefit population. Most residents supported through CDBG programs had extremely low incomes or low incomes representing 94.5 percent of those served. Table 7 is provided to illustrate the income of individuals served by other programs.

#### ACTIONS TAKEN TO ADDRESS WORST CASE HOUSING NEEDS in 2023:

- Community Services Consortium (CSC) provides rapid rehousing to Albany’s homeless persons, who are assumed to be extremely low-income.
- CSC also provides homeless prevention assistance in the form of rent relief and utility assistance to prevent eviction from rentals or doubled-up situations. Those served are extremely low-income, low-income, and moderate-income households and are often rent burdened.
- Albany Helping Hands Shelter operates six transitional houses for men and one for women and women with children to move homeless residents into stable housing.
- Jackson Street Youth Services provides emergency shelter for youth and transitional housing for young adults in Albany.
- Linn County Health Services and Community Helping Addicts Negotiate Change Effectively (C.H.A.N.C.E.) provide housing vouchers for residents in recovery from addiction and those with mental disabilities and individuals discharged from correctional facilities and institutions. The emergency shelters also provide housing, food, and clothing to individuals discharged from correctional facilities and institutions.

#### OTHER ACTIONS TAKEN TO FOSTER AND MAINTAIN AFFORDABLE HOUSING:

2023 and carryover CDBG funds continued to support the rehabilitation of Albany’s affordable housing stock. Previously, CDBG funds also supported Creating Housing Coalition’s effort to create an affordable

tiny house village by supporting the environmental review, property clearance and building demolition of their site. This has now resulted in 27 new units of long-term affordable housing. The City consults with area housing and service providers to assess opportunities and projects that may be ready to proceed and apply for CDBG assistance – including partners for property acquisition, housing rehabilitation, and new construction.

The City is also engaging in efforts outside of the CDBG program to promote affordable housing development. The City is currently working to implement priority housing strategies identified in the Housing Implementation Plan, including strategies that could provide financial support for affordable housing. Among these strategies are a The HIP also includes strategies to remove barriers to needed housing types such as middle housing, accessible housing, ADUs and smaller detached homes. With fewer barriers to producing needed housing, the hope is the gap between housing demand and housing supply shrinks over time, stabilizing the cost of housing for residents.

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

The following progress was made in the 2023 program year to reduce and end homelessness within the community:

1. Community Outreach Assistance Team (COAT) helped homeless individuals connect to the Department of Human Services Senior and Disability Services staff, Community Services Consortium (CSC) case management staff, and Communities Helping Addicts Negotiate Change Effectively (C.H.A.N.C.E). CHANCE helps residents with addiction recovery services. Other Albany partners include Albany Helping Hands Shelter and CSC's Supportive Services for Veteran Families program (SSVF).
2. C.H.A.N.C.E. responded to calls to help residents in crisis or need with services directly at time of contact/need.
3. Jackson Street Youth Services conducts outreach to homeless youth through events.
4. City staff attended monthly meetings of the Homeless Engagement and Resource Team (HEART).

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The provision of shelter and transitional and permanent supportive housing for homeless Albany residents is provided by several area non-profits, Oxford Houses, and houses owned by faith-based organizations.

The City provided a public service grant to Jackson Street Youth Services to provide case management for homeless youth and staff the emergency shelter. Jackson Street also offers transitional housing to young adults. Additionally, carryover CDBG funds were used to continue the emergency shelter and motel stay program for survivors of domestic violence. The City collaborates with the shelters on an ongoing basis.

Linn County Health Services and C.H.A.N.C.E. provide housing vouchers for residents in recovery from addiction, those with mental disabilities, and individuals discharged from correctional facilities and institutions. The emergency shelters also provide housing, food, and clothing to individuals discharged from correctional facilities and institutions.

The Linn County Homeless Multi-Agency Coordination (MAC) group brings together elected officials, homeless outreach and shelter staff, emergency services, mental and behavioral healthcare providers, housing providers, and social service providers to coordinate efforts around homelessness. This group has allocated state funding to agencies addressing homelessness in the region. City staff are engaged in these efforts.

#### Transitional and Supportive Housing



- Albany Helping Hands currently has nine transitional supportive housing spaces.
- Oxford House Chapter 19 – operates ten “clean and sober” houses in Albany: one for women only, three for women with children, and six for men.
- God Gear operates eight recovery houses in Albany, two for women and six for men.
- Albany Partnership for Housing and Community Development (APHCD) provides permanent supportive “Step Forward” housing providing housing for formerly homeless residents, residents with mental illness or in recovery from addiction. Six units provided supportive housing with capacity of one to four bedrooms of transitional housing that become available throughout the year with an estimate of 18 beds.
- Linn-Benton Housing Authority (LBHA): LBHA owns two developments that provide permanent supportive housing developments serving Albany’s residents with mental and developmental disabilities.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

CDBG funds have helped to fill the gap in needs provided by other public and private agencies to prevent and reduce homelessness through a variety of programs. Homeless or at-risk residents and families come through the local Coordinated Entry process established by the community action agency, Community Services Consortium (CSC). CSC receives federal Emergency Solutions Grant (ESG) funds for rapid rehousing programs and homelessness prevention. CSC also coordinates the HMIS for Coordinated Entry. City staff collaborate and consult with CSC throughout the year on homelessness and emergency housing needs. The City itself does not receive ESG funds.

a) Homeless Prevention: Albany has a network of social services and government agencies that work together to help Albany’s low- and extremely-low income families avoid becoming homeless. Several of these agencies/organizations received CDBG funds in the 2023 program year, while others did not request CDBG funds.

- Jackson Street Youth Services provided shelter and case management to 61 homeless and unaccompanied Albany youth in 2023. Youth are either reconnected with their families or move into transitional living. These services prevent a number of youths going into correctional institutions and are available to help those leaving these institutions.
- Center Against Rape and Domestic Violence provides emergency shelter for survivors fleeing domestic abuse allowing them shelter while they establish safe and stable housing. CARDV used the remainder of their program year 2022 funds to provide emergency shelter to survivors in Albany.

- Albany Helping Hands and Second CHANCE shelters provided shelter and transitional housing to chronically homeless residents and women with children experiencing homelessness until they can get into safe and supportive housing.
- CSC helped to prevent homelessness through emergency rental assistance, homeless prevention support, utility bill payments, and housing programs for veterans.
- Greater Albany Public School District operates FACT (Families and Community Together), which is a team of family service consultants that link schools, students, and families with available community services in Albany. FACT's goals are to enhance student education by supporting and empowering students and families to access educational, health, and community services.

b) Helping residents discharged from publicly funded institutions and systems of care: Albany's ten Oxford Houses provide affordable housing for residents being discharged from correctional facilities that have addictions. Linn County Parole and Probation, C.H.A.N.C.E., and Samaritan Albany General Hospital work closely with the Albany Police Department, Linn County Health Services, local shelters, and other agencies to secure housing placements prior to residents being discharged or are brought to shelters when permanent housing is not secured. The network of Albany area agencies coordinate support for discharged residents through the "coordinated entry/re-entry" process. Young women at Oak Creek Correctional Facility are not discharged until a permanent plan for housing or care facilities are in place.

c) Linn County Health assists residents with mental and physical disabilities and/or addictions in getting into housing and receiving the services and support they need to prevent homelessness. C.H.A.N.C.E. provides housing services to residents in recovery and with mental disabilities.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

In program year 2023, CDBG funds supported the Community Outreach Assistance Team (COAT) who goes out into the Albany community to provide unhoused neighbors with assistance, including connecting unhoused residents with service agencies and housing services. COAT staff also provide case management for especially vulnerable unsheltered residents to help them establish housing or shelter as well as other needed services. COAT collaborates with several partner agencies including CSC, C.H.A.N.C.E (Communities Helping Addicts Negotiate Change Effectively), Family Assistance and Resource Center, Albany Helping Hands Shelter, Jackson Street Youth Services, and Albany Police Department.

Programs not supported with CDBG funds but that provide critical services to Albany residents included:

- Community Services Consortium (CSC) provides Albany households with rapid rehousing

programs. CSC uses a housing first model and coordinated entry system to work through the waiting list. Referrals come from community service agencies.

- CSC also provided supportive services to veterans and veteran families including reaching out to homeless or near homeless veterans through services, the homeless resource fair for veterans, and providing case management services focused on obtaining permanent housing solutions.
- Albany has 10 Oxford Houses and 8 other recovery houses. Houses are democratically run, self-supporting, drug-free homes for those in recovery from drug and alcohol addiction.
- Substance Abuse: Community Helping Addicts Negotiate Change Effectively (C.H.A.N.C.E.) provides recovery support services to help residents through recovery and works directly with many residents coming out of jail. The agency helps residents obtain housing, skills, resources, support, recreational activities, and guidance needed for long-term recovery, so they become healthy productive members of their families and community.
- The Homeless Engagement and Resources Team (HEART): Representatives from numerous service and government agencies work together to prevent and reduce homelessness, including the City of Albany and Samaritan Health Services.
- Adult Services Team (AST): many organizations work together to help people who are homeless or people at risk of homelessness find stable housing and otherwise stabilize their life through comprehensive community-based services. The AST often helps individuals who have been referred to them by Parole and Probation or Linn County Mental Health, along with other agencies.

## **CR-30 - Public Housing 91.220(h); 91.320(j)**

### **Actions taken to address the needs of public housing**

Albany has no public housing, as defined by the Department of Housing and Urban development. Linn-Benton Housing Authority (LBHA) provides affordable housing units and manages the Section 8 Housing Choice Voucher program for the two-county region, currently serving 981 Albany households with vouchers. LBHA also owns and manages 104 units of publicly supported housing in Albany, serving low- and moderate-income seniors and persons with disabilities and is in the process of adding 30 additional units. Albany has approximately 419 rental housing units that were constructed with public or low-income housing tax credit assistance. LBHA, Linn County Health Services, and Albany Partnership for Housing have partnered to provide 11 beds of supportive housing in a group home for residents with mental or developmental disabilities.

The City consulted with the Albany Partnership for Housing regarding needs that could be addressed with CDBG funds. Discussions on future collaborations to address needs is ongoing.

### **Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

LBHA works with residents participating in their Family Self Sufficiency (FSS) program and in their individual development account savings programs to help them save money to become homeowners or move into market rate housing.

### **Actions taken to provide assistance to troubled PHAs**

The local public housing authority is not classified as a troubled PHA. Therefore, no actions have been taken to assist LBHA.

## **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

During program year 2023, the City began pursuing priority strategies from the previously adopted Housing Implementation Plan to reduce barriers to affordable housing and other needed housing types. The City efforts included amendments to the Albany Development Code to allow for smaller homes on smaller lots, incentivize smaller cottages and remove barriers to cottage cluster developments, reduce setbacks for townhouses and small houses, removing the multi-dwelling unit minimum area, remove density caps in certain residential zones and add density minimums, added flexibility for ADU size, modify open space requirements for multi-dwelling unit housing, and streamline the review process for planned developments. Reducing barriers to needed housing should encourage added housing variety and potentially more units of housing production in the future. Over time, increasing the housing supply should help housing prices stabilize or at minimum rise at a slower rate. Likewise, the City is also considering housing policies such as tax abatement programs, construction excise tax, and surplus land policy as a part of implementing strategies from the HIP. These policies would give the City more tools to support affordable housing development. The City is currently soliciting public input on these code changes and housing policies and the implementation process will continue in program year 2024.

**Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

In 2023, the Albany Community Development Commission listened to agency consultations on challenges faced by low and moderate income and other vulnerable residents in Albany, including gaps in needed services, shortage of childcare, lack of affordable housing, barriers to accessing existing services and more. The CDC then solicited applications for activities addressing these needs and used the information received from agencies through both consultation and the application process to focus the City's limited funds on agencies working to address underserved needs. The City targeted resources to reduce homelessness, maintain the quality of homes owned by low-income residents, promote economic opportunities for low- and moderate-income residents through small business assistance, improve a low-income neighborhood through public park investment, and serve extremely low-income, and vulnerable residents with needed services. Affordable housing, supported through a property clearance project in a prior year, was constructed this year.

The high cost of housing and land is a substantial barrier to helping shelter residents and other people at risk for homelessness into stable and affordable housing. Because of the difficulty finding affordable housing to move into, residents often stay at the shelter longer and shelters stay at capacity for long periods which hampers their ability to provide shelter for other people living on the street. For some clients, more intensive case management is needed to find suitable housing, but for others the length of their stay is primarily a result of the lack of affordable housing to move into.

Additionally, limited funds for public services presents an obstacle to meeting underserved needs. Aside from affordable housing, some of the most significant needs are activities that would use public service funds such as childcare, shelter services and case management for shelter residents, outreach and resource navigation for unsheltered homeless residents, services for other vulnerable populations such as survivors of abuse and at-risk families, and senior services. Moreover, some service needs are not easily solved by more funding, such as staffing shortages for mental health services.

Funds provided emergency shelter and case management to unaccompanied youth with the goal of providing them with safe, permanent housing, while staying in school and gaining life skills. Additionally, Basic necessities and resource connection are provided to unsheltered residents reached through COAT's outreach efforts and case management for those who are especially vulnerable with more intensive needs. Funds also helped low-income seniors provide assistance and companionship to home-bound seniors, allowing them to stay in more affordable housing instead of moving to expensive senior or assisting living facilities. Funding was also allocated to support in home childcare businesses with the intention of creating more childcare slots while support economic opportunities for low- and moderate-income residents. This program faced delays in their outreach campaign and struggled to recruit eligible businesses, but will continue efforts into program year 2024. Public Service funds also supported scholarships for childcare through the YMCA and Boys and Girls Club of Albany for low- and moderate-income families. Center Against Rape and Domestic Violence used carryover funds to provide emergency shelter and services to Albany residents leaving abusive relationships.

Many other programs are in place locally to provide services to special needs residents, including services for seniors, people with disabilities, and residents with addiction and mental health disorders.

The City will continue to work with public and governmental agencies to identify ways to collaborate resources and programming to identify and address underserved needs.

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

Housing Rehabilitation Program Delivery: DevNW uses lead-safe housing checklists and City procedures for the housing rehabilitation programs. Lead hazard information is distributed to all applicants applying for the housing rehabilitation assistance and for any projects involving painted structures built before 1978. Rehab recipients must sign a lead disclosure form and documentation of receipt of the Lead Safety brochure. When rehabilitation projects involve homes constructed before 1978, a lead paint inspection is conducted on surfaces that are proposed to be disturbed. A notice of lead testing results is mailed to the resident. If lead is present, the Lead Paint Evaluation notice is mailed to residents. DevNW staff check lead certifications required by contractors. The subrecipients work with the contractors to assess the amount of disturbance, if any, and compliance with the EPA Renovate, Repair, and Painting laws in addition to HUD's federal regulations. Projects over \$5,000 require a Risk Assessment report when lead is present or presumed. It is mandatory that all contractors use lead-safe work practices and interim controls or standard treatments on all applicable painted surfaces and presumed lead-based paint hazards by a qualified contractor. Training on Lead Based Paint requirements was provided to DevNW housing

rehabilitation staff to ensure compliance is met and information is consistently provided to the homeowners they work with.

### **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

As the local action agency, Community Services Consortium utilizes state, federal, and other funding sources to provide a variety of anti-poverty programs to prevent homelessness including outreach and assessment of the needs of the homeless and veterans, short-term rental and utility assistance, rapid rehousing assistance and housing navigation, housing education, employment and budgeting services, and food and nutrition programs and resources.

During the 2023 program year, the City took the following actions to reduce the number of poverty-level families in Albany:

- Small Business Grants: City CDBG funds were allocated to provide small business grants. The program has faced delays and challenges recruiting. This program will support low or moderate income business owners or create LMI jobs in 2024. Grants will go to new, expanding, or struggling childcare businesses to help address the childcare gap in Albany and support economic opportunities for low income residents.
- Provide public services: In 2023, the City allocated 15 percent of its annual entitlement award in public service grants to five agencies to serve Albany's elderly residents, homeless residents, and low-income families in need of affordable childcare using CDBG funds. Carryover funds were also used to assist survivors of domestic violence. These services work to reduce poverty and promote stability in the lives of low income and vulnerable residents. Childcare allows parents to find and maintain steady employment or seek education or training for better jobs. Services for homebound seniors allows seniors to stay in more affordable housing rather than more expensive assisted living facilities. Assistance accessing services and resources as well as connecting to housing providers helps unsheltered residents begin taking steps toward greater stability. Shelter for survivors of domestic violence also allows survivors the stability needed to become financially independent from abusers and find housing and employment, if needed. The youth shelter works with youth to prepare them for adulthood, including requiring they continue their education and help seeking jobs.

### **Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

The backbone of the institutional delivery system is the City of Albany Community Development Department, which administers the CDBG programs. The City continued to partner with many agencies through the City's CDBG grant programs and started new programs with new partner agencies, which helped to strengthen the institutional structure.

Conversation and coordination are ongoing with other primary institutional service providers to ensure CDBG funds are used for gaps in services and to leverage success of other programs. The CDC consulted

with Fair Housing Council of Oregon, Legal Aid Services of Oregon, Creating Housing Coalition, Linn County Alcohol and Drug Services, Oregon Cascades West Council of Governments, Community Services Consortium, Center Against Rape and Domestic Violence, and all agencies that provide services to Albany's homeless and special needs populations. Many of these agencies also participate in the Homeless Engagement and Resource Team (HEART) and Linn County Multi-Agency Coordination Group meetings. City staff corresponds with these agencies and service providers periodically to assess existing programs, performance, and help identify gaps in needs that could be supported with CDBG-funded activities and programs.

**Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)**

The City took the following actions to enhance coordination between public and private housing and social service agencies:

- The CDC consulted with service providers and shelters who work towards helping residents find and keep stable housing among helping them meet other urgent needs. The CDC meetings provided an opportunity for enhancing the existing coordination and delivery structure of the area's housing, homeless, health, and social service providers.
- Consultation with local shelters, Community Services Consortium, Linn-Benton Housing Authority, Farmworkers Housing Development Corporation, Habitat for Humanity, Albany Partnership for Housing and Community Development to discuss the needs of Albany's residents is ongoing.
- City representatives participated in the Homeless Engagement and Resource Team (HEART) meetings. HEART is comprised of various social service agencies; health, housing, and homeless advocates; and governmental agencies that work collaboratively to identify the needs of Albany's homeless and at-risk residents.
- City representatives participated in the Linn County Multi-Agency Coordination Group meetings. The MAC Group is comprised of elected officials, homeless outreach and shelter staff, emergency services, mental and behavioral healthcare providers, housing providers, and social service providers that work collaboratively to identify the needs of the homeless residents across the region and strategize on how to utilize limited state resources to address those needs.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

- Embracing Diversity: City staff encourages the appointment of persons in protected classes to the Albany Community Development Commission and continues to reach out to agencies that work with persons of color to assess needs and identify impediments to fair housing. Staff attends monthly meetings of the Hispanic Advisory Council to foster relationships with Albany's Latinx community and assess needs that could be addressed with CDBG resources. The City is also



working to improve outreach and engagement with Spanish speaking residents, immigrants, and Latino residents.

- Linguistic and Cultural Barriers: The City of Albany Community Development Department has employees fluent in Spanish so they can respond to complaints and potential fair housing violations, receive comments on community needs or CDBG plans, and assist residents and customers. The City of Albany is working on ensuring press releases and other outreach efforts related to the CDBG program are available in English and Spanish with instructions on how to receive materials in Spanish by request. The City website is available in English and Spanish.
- Outreach: Staff have gathered public input through a housing discrimination survey, focus groups, and discussing housing discrimination with the HAC. This information will help inform the City's strategies on housing discrimination and affirmatively furthering fair housing. This process will continue into program year 2024.
- Education: The City of Albany partnered with Corvallis to offer a free fair housing training to property managers and landlords. This training offered by Fair Housing Council of Oregon provides education on fair housing laws, common fair housing issues or mistakes, and guidance on topics relevant to property managers.

## CR-40 - Monitoring 91.220 and 91.230

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

While certain activities or programs are more complex and may present more risk than others, the City staff try to monitor every organization on-site at least once in a three-year cycle. This year, the City completed monitoring on two agencies, including one housing rehabilitation activity. The City also was selected for monitoring by HUD which provided another opportunity to review agencies for compliance with federal regulations and CDBG program requirements. Four additional agencies were reviewed as a part of this process. Additionally, the City strengthened its internal monitoring procedures.

The City follows these monitoring steps annually:

**A: Pre-Assessment:** During the application process for Albany CDBG funding, subrecipients were evaluated on the capacity of the organization and the organization's ability to meet national objectives, federal regulations, and complete the project. The City provided a Subrecipient Handbook to all potential applicants to review prior to submitting requests for funding and these documents are available on the City website.

**B: Subrecipient Orientation and Training:** City staff met with each subrecipient agency prior to signing the contract to discuss the scope of work, federal regulations, performance measures, and review the Subrecipient Handbook. Staff reviewed all contractual obligations and applicable federal requirements and explained how to document national objectives compliance and overall administrative and financial management record keeping. Technical assistance and resources are provided throughout the year as needed.

**C: Quarterly Monitoring:** The City requires subrecipients to submit quarterly reports in order to monitor progress, identify issues on an ongoing basis, and offer technical assistance as needed. Quarterly reimbursement requests are encouraged so financial records can be monitored quarterly.

**D: Risk Assessment for In-Depth On-Site Monitoring:** The City followed the risk assessment criteria to determine which subrecipients to monitor in depth each year.

1. Desk Review Findings: Frequent or consecutive errors, incomplete reports, or resubmittals may be grounds for monitoring.
2. New Subrecipients or Organizational Change: First-time CDBG subrecipients, or subrecipients experiencing organizational change or key program staff turnover, will be considered higher risk subrecipients.
3. Performance and Administrative History: Subrecipients with previous findings or concerns are considered higher risk and will be monitored to ensure corrective actions have been fully implemented.

4. Complexity of the Activity: Housing rehabilitation programs and economic development programs have complex federal regulations, and by their nature, are the highest risk programs. When housing rehabilitation projects include houses constructed before 1978, at least one project is monitored for lead-based paint compliance.
5. Amount of CDBG Funding: Subrecipients receiving larger allocations may present higher risk than those receiving small awards.

#### **Citizen Participation Plan 91.105(d); 91.115(d)**

##### **Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The city's citizen participation plan requires a minimum 15-day notice and comment period on the CAPER. An advertisement was published in the local paper, the Albany Democrat Herald, on Tuesday, September 10, 2024, announcing a 15-day review and comment period of the CAPER.

The CAPER and press release will be available on the City's website on September 10, 2024. The City's press release and website content were viewable in Spanish, the most common language of minorities. A printed copy of the CAPER was also distributed to both of Albany's libraries on September 10, 2024.

An email will be sent to CDBG interested parties on Tuesday, September 10, 2024, notifying them of the CAPER and public input opportunities which included both the City Council public hearing on September 25<sup>th</sup>, 2024 and the Community Development Commission meeting on September 16<sup>th</sup>, 2024.

The Albany City Council will hold a public hearing Wednesday, September 25, 2024, at 6:00 p.m. to hear public comments related to the City's Community Development Block Grant (CDBG) programs 2023 program year annual report, the city's performance administering the CDBG programs, and community needs that could be addressed by CDBG programs to assist Albany's low- and moderate-income residents.

#### **CR-45 - CDBG 91.520(c)**

##### **Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

There were no changes to the program objectives in PY2023.

##### **Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No.

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

Not applicable.

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

There were no changes to the program objectives in PY2023.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No.

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

Not applicable.

## CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

<b>Total Labor Hours</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

**Table 8 – Total Labor Hours**

<b>Qualitative Efforts - Number of Activities by Program</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
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**Table 9 – Qualitative Efforts - Number of Activities by Program**

**Narrative**

The City did not have any Section 3 qualifying projects.



# MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager *PT*  
Matthew Ruettgers, Community Development Director *MR*

FROM: Anne Catlin, Comprehensive Planning Manager *ac*

DATE: September 13, 2024, for the September 25, 2024, City Council Meeting

**SUBJECT:** Public Hearing on PRO Housing Grant Application

Relates to Strategic Plan theme: Effective Government, Great Neighborhoods

### Action Requested:

Staff requests the City Council hold a public hearing to receive comments on the city's Pathways to Removing Obstacles to Housing (PRO Housing) grant application to the Department of Housing and Urban Development (HUD) to remove obstacles to affordable housing production. Following the hearing, staff requests council's approval by motion to submit the grant application materials.

### Discussion:

Communities across the country are suffering from a lack of affordable housing, and production of affordable housing is not meeting the increasing demand. In response, HUD developed the PRO Housing grant program to support communities that are actively taking steps to remove barriers to affordable housing production and affirmatively further fair housing. The first PRO Housing grant was substantially overprescribed by 13 to 1, so HUD issued a second round of funding of \$100 million on August 14, 2024. Applications are due October 15, 2024.

According to Albany's housing needs analysis, the city is projected to need between 3,000 and 4,300 housing units that are affordable to households earning less than 80 percent of area median income between 2020 and 2040. Thousands of Albany residents are paying more than they can afford for housing, impacting their ability to address other basic needs, and many have lost their housing and are doubled up with other families. Specifically, 26 percent of Albany renters are paying 50 percent or more of their income on housing. More than 1,100 households are on the housing authority's waiting list for a housing choice voucher.

The lack of funding to support affordable housing have been identified as key obstacles to affordable housing development.

As an eligible applicant, the City proposes to apply for \$2,500,000 to implement strategies in the City's Housing Implementation Plan, conduct additional outreach to identify other strategies the City can consider, and provide financial incentives to support affordable housing development. Staff proposes the full grant award be put into a new Affordable Housing Fund, and funds allocated through a competitive grant process that coincides with the City's annual Community Development Block Grant funding cycle. The grant timeline would be February 2025 through June 2029.

[albanyoregon.gov](http://albanyoregon.gov)





The PRO Housing grant does not require a match, but applicants receive up to 10 points for match increments up to 50 percent. Staff propose to provide a 64 percent match the grant to include three years of staff time, a portion of annual CDBG grants, Oregon Senate Bill 5561 funding balance, and an anticipated City TSDCi credit \$449,000 for Goldfish Farm Road.

**Budget Impact:**

Goldfish Farm Road TSDCi credits of \$449,000 would be allocated over the development phase of project, reducing transportation SDCs by that amount.

If successful, between \$1,000,000 and \$2,500,000 dollars would be added to the City Budget and put into the Affordable Housing Fund.

AC:km

Attachments (3):

1. PRO Housing Grant Application & Budget
2. FHDC Partner Intent Letters
3. HUD program certifications



**City of Albany**

**Pathways to Removing Obstacles (PRO) Housing**

**2024 GRANT APPLICATION**

**To Remove Barriers to Affordable Housing Production**





**City of Albany**  
**Pro Housing Grant Application Narrative**  
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## City of Albany, Oregon

### EXHIBIT A: EXECUTIVE SUMMARY

The City of Albany, Oregon, a CDBG Entitlement grantee, is requesting a Pathways to Removing Obstacles to Housing (PRO Housing) grant of \$2,500,000 from the Department of Housing and Urban Development (HUD). The grant will help Albany address a severe shortage of housing affordable to households below 100 percent of the area median income (AMI), by removing land use barriers to housing, identifying and addressing barriers to fair housing choice, and incentivizing the construction of new affordable housing units.

The PRO Housing Project will build on recent efforts taken by the City of Albany to identify and overcome local barriers to increase housing production as identified in the 2023 Housing Implementation Plan (HIP), and address needs identified in the City's 2020 Housing Needs Analysis and 2023-2027 Consolidated Plan.

The PRO Housing grant will:

1. Help the City remove barriers to equitable housing production by implementing strategies in the 2023 HIP and identifying other barriers and solutions to accelerate the City's affordable housing supply and ensure it is diverse, attainable, and equitable.
2. Enhance local capacity to increase affordable housing supply. Establish the Affordable Housing Fund to facilitate the production of affordable rental and homeownership housing by providing pre-development capital, matching grants or revolving loans to incentivize property acquisition, infrastructure improvements, and construction or renovation of affordable housing.

As a HUD Entitlement City, Albany works with affordable housing developers and area agencies to identify and address housing needs through limited CDBG resources. While the City is working to adopt financial and other incentives for affordable housing development, gap funding is needed to develop programs that will address immediate housing needs.

The total activity costs are estimated to be a minimum of \$6,577,400. The entire PRO Housing grant of \$2,500,000 will be put into the new Affordable Housing Fund to allocate to subgrantees for new affordable housing. City staff time, annual CDBG grants, Oregon Senate Bill 5561, and anticipated City contributions to roads will provide a match for PRO Housing funds. Additionally, the PRO Housing fund subawards will require a minimum match of one-to-one by housing developers. The results of this grant will further the following strategic plan goals of the Department of Housing and Urban Development:

- **Support underserved communities and equitable community development** by promoting housing development in all areas of the City including well-resourced areas and "Climate Friendly Areas".
- **Advance housing justice** by supporting agencies that provide housing for vulnerable and underserved communities of Latino/e/x heritage, residents of color, and low- and moderate-income residents.
- **Reduce homelessness** by supporting development of permanent supportive housing.

- The Housing Fund will directly **increase the supply of affordable housing** by incentivizing new units. Staff estimate a minimum of 200 new units would be constructed within the project timeline, **which represents a 33 percent increase** from Albany’s current supply of publicly supported affordable housing units.
- **Advance sustainable communities** by supporting housing in new Climate Friendly Areas near transit, services and employment, and promoting energy efficiency housing, promoting environmental justice, and recognizing housing’s essential role to health.
- **Promote and advance sustainable homeownership** by supporting down payment assistance programs, land trust projects, and property acquisition and development for home ownership projects.

DRAFT

## City of Albany, Oregon

### EXHIBIT B: THRESHOLD ELIGIBILITY REQUIREMENTS

1. Resolution of Civil Rights Matters. The City of Albany has no outstanding or unresolved civil rights matters as of September 10, 2024.
2. Timely Submission of Applications will occur by the 10/15/24 deadline.
3. Eligible Applicant. As a local government, the City of Albany is eligible to apply for the PRO Housing grant, per Section III.A as 02. The City is a CDBG Entitlement jurisdiction.
4. Number of Applications. Albany is submitting one PRO Housing application.

#### Eligibility Requirements for Applicants of HUD's Financial Assistance Programs

- Universal Identifier and System for Award Management (SAM.gov) Requirements: The City of Albany has an active registration in SAM.gov. The City of Albany UEI is ZBCVCUBFETA2.
- Outstanding Delinquent Federal Debts: None as of the application submittal.
- Debarments or Suspensions, or both: None as of the application submittal.
- Mandatory Disclosure Requirement: Applicant Disclosure Report Form 2880 submitted with the application.
- Pre-Selection Review of Performance: The City of Albany does not have delinquent federal debt of the type described in 31 U.S.C. 3720.
- Sufficiency of Financial Management System: The City of Albany has been a CDBG Entitlement jurisdiction since 2013. The most recent on-site monitoring of the CDBG program in April 2024 had no findings or concerns related to the sufficiency of the City's financial management systems.

#### IV.G. 1. Standard Application, Assurances, Certifications and Disclosures

The following Webforms will be submitted through Grants.gov:

- Application for Federal Assistance (SF-424)
- PRO Housing Assurances and Certifications (HUD 424-B)
- Applicant Disclosure Report Form (HUD 2880)
- Certification Regarding Lobbying (Lobbying Form)
- Disclosure of Lobbying Activities. The City of Albany does not have any lobbying activities to disclose.

#### IV.G. 2. Other Program-Specific Requirements

- a. Limited English Proficiency (LEP). The City of Albany makes documents and meetings available in requested languages and formats in compliance with 72 FR 2732.

- b. Accessibility. Albany City Hall and council chambers are accessible to persons with disabilities and additional accommodation is made on request.
- c. Environmental Review. The City of Albany will comply with 24 CFFR Part 58 and will assume responsibility for Environmental Review Record, certification, and HUD approval of the Request for Release of Funds.
- d. Affirmatively Furthering Fair Housing. The City of Albany has an adopted Analysis of Impediments to Fair Housing Choice and Plan and reports on activities annually in the CAPER. The proposed grant activity will remove barriers to low-income housing and housing for Albany's minority residents.

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**City of Albany, Oregon**  
**EXHIBIT C. NEED**

**V.A.1.a. NEED (Maximum 35 points)**

*HUD will prioritize applicants that demonstrate: (1) progress and a commitment to overcoming local barriers to facilitate the increase in affordable housing production and preservation, primarily by having enacted improved laws and regulations; and (2) an acute need for housing affordable to households with incomes below 100 percent of the area median income.*

**i. Demonstrate your progress and commitment to overcoming local barriers to facilitate the increase in affordable housing production and preservation.**

**a. Improved laws, regulations, or land use policies (10 points)**

For the last five years, the City of Albany has been identifying regulatory barriers to housing production and evaluating solutions and strategies to remove barriers to affordable housing production and preservation.

In 2020, the City of Albany completed a buildable lands inventory and adopted a Housing and Residential Land Needs Analysis (2020 HNA) that determined the City's land and housing needs to 2040 and updated land use policies. The City is projected to need between 4,000 and 5,000 new housing units for residents earning less than 100% of the area median income (AMI). The types of housing needed include subsidized, Housing Choice Voucher eligible, manufactured homes, older housing, 2-4 plexes, smaller homes, townhouses, and apartments.

In response to needs identified in the 2020 HNA, the City of Albany launched the [Expanding Housing Options](#) project to diversify its housing stock by allowing more variety of housing types in more locations and to comply with 2019 Oregon House Bill 2001, which requires cities of 25,000 or more to allow "[missing middle housing](#)" types further described below. More than two-thirds of Albany's housing units are detached single dwelling units and one fourth are apartments, with very small amount of attached middle housing. (2022 American Community Survey, ACS)

Land use and zoning regulatory barriers removed since 2020 to expand housing choices and streamline needed housing production:

- Streamline residential land use permitting process, January 2021. Established clear and objective standards for residential development by making residential developments an outright use – with many housing types needing only a building permit. This reduced the process time by 4 to 8 or more weeks.
- Allow "missing middle housing" types and cottages with no maximum density. In December of 2021 the City updated its code to allow **duplexes, triplexes, quadplexes, townhouses, and cottage clusters outright** (with a building permit) in areas zoned for detached single family housing. *Since a majority of the City's vacant residential land is for low-density detached units, this activity greatly increased the types of housing allowed throughout the City, including in well-resourced areas.* The City of Albany held numerous focus groups with diverse residents, nonprofit leaders, local developers, builders, realtors and lenders for input on the project and design standards. To date, the City has seen an increase in applications for townhouses, plexes, and small cottages.



- Remove minimum size requirements for manufactured homes in single-dwelling unit zones, January 2023. Manufactured homes can be a more affordable home option.
- Removed parking minimums/requirements for all developments, July 1, 2023. This was done to comply with Oregon’s Climate Friendly and Equitable Community rules and to remove a barrier to affordable housing and provide opportunities for redevelopment of parking lots in high opportunity areas. Former parking requirements effectively reduced the number of units that could be built due to land needed for parking.
- Increased building heights and densities for affordable housing, July 2024.
- Allow Single Room Occupancy (SRO)/Micro-units, July 2024. The City of Albany allows 4 to 6 SRO/micro units in one building that share a kitchen as a single dwelling unit outright with a building permit. These units are also allowed as apartments. Allowing these micro-units implemented a strategy in the City’s Housing Implementation Plan.

Zoning changes to increase the supply of medium, high-density, and mixed-use land, July 1, 2023. The City of Albany adopted the East Albany plan that rezoned/designated a substantial amount of land from low-density to medium and high density residential, and mixed-use to allow for more variety of housing types and densities in areas of opportunity and access to services, amenities, transportation, and jobs.

The City of Albany formed the [Housing Affordability Task Force \(HATF\)](#) in 2021 to build upon the Expanding Housing Options project with the purpose of identifying and evaluating strategies the City can implement to remove barriers to the production of affordable and needed housing. The priority strategies and recommendations were included in Albany’s [Housing Implementation Plan \(2023 HIP\)](#), adopted June 30, 2023. The 2023 HIP adoption included updates to the City’s housing policies in the [Albany Comprehensive Plan](#). The City is working on development code/zoning amendments to remove barriers such as minimum area requirements for multi-family, removing density limits in the City’s medium and high-density zones, and incentivizing smaller houses and townhomes.

**b. Other recent actions taken to overcome barriers to facilitate the increase of affordable housing production and preservation (5 points)**

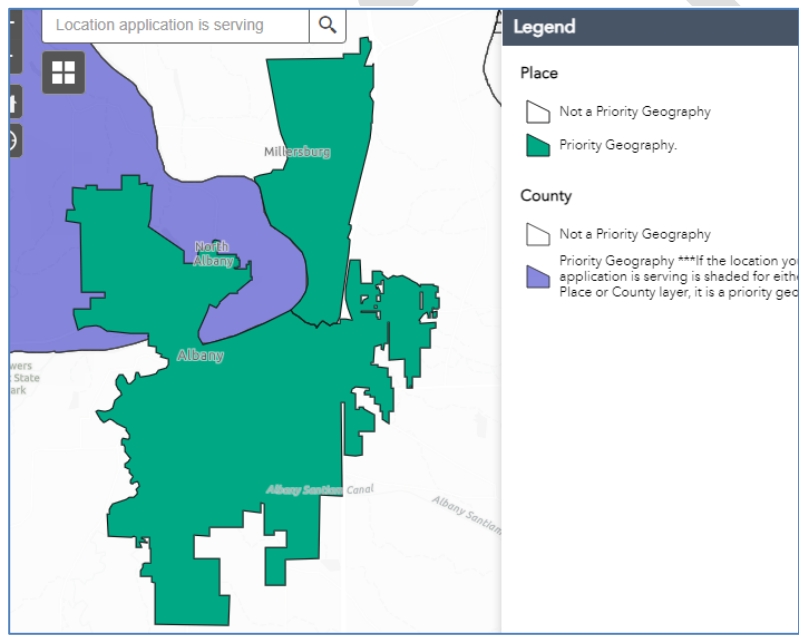
- Reduced Development/Impact Fees. In 2022, the City of Albany reduced systems development charges (SDCs) for smaller dwelling units by scaling fees to house size to reduce the costs to construct smaller homes.
- Climate Friendly and Equitable Communities Project. In 2023, the City of Albany evaluated mixed use urban areas throughout the City near transit for their potential to be “City Climate Friendly Areas” (CFAs). Climate Friendly Areas (CFAs) are places where people can live, work, and meet many of their daily needs without having to drive. Enabling more affordable housing choices throughout the Albany, including in well-resourced areas near transit, services, and employment, will increase the opportunities for residents to find housing that suits their needs.
- Affordable Housing Rehabilitation. The City invests annual CDBG funds into a housing rehabilitation revolving loan fund to rehabilitate homes owned and occupied by low-and moderate-income residents. Funds have also helped renovate publicly supported affordable multi-family units. This program is helping to preserve some of the City’s older and naturally occurring affordable housing.

- CDBG and State Funds for Affordable Housing and Homelessness. The City of Albany allocated CDBG and a one-time allocation of \$1,000,000 from Oregon Senate Bill 5561 to support the construction of Albany’s first tiny home village, Habitat for Humanity homes, expansion of a youth shelter, and a future affordable housing development for farmworkers and other low-income residents.

**ii. Acute Demand for Affordable Housing (10 points)**

The City of Albany is a HUD priority geography for affordable housing needs due to its Offpace factor exceeding both the National and State thresholds.

Jurisdiction	or	Geo grap hy	Housing Affordability Factor (HAF)	HAF National Threshold	HAF State Threshold	Housing Problems Factor (HP)	HPF National Threshold	HPF State Threshold	Offpace Factor	Offpace National Threshold	Offpace State Threshold
Albany city		Yes	1.249611	2.069333	5.000000	0.263967	0.428937	0.430235	0.129747	0.107911	0.593304



Albany’s affordable housing developments are not keeping pace with population growth or demand. Albany has an insufficient supply of affordable housing. Albany has less than 600 publicly supported affordable housing units for a 2023 population of 57,997. Albany is projected to need between 3,000 and 4,300 units for households earning 80 percent or less of area median income (AMI) – representing 45% of all new units, and another 1,300 to 1,800 for households earning between 80 and 120% of AMI. See Table 1 on the next page. Albany has about 550 publicly supported affordable housing units and about 950 households are utilizing housing choice vouchers.

Underutilized Housing Choice Vouchers. In June 2024, roughly 1,125 Albany households were on the housing authority’s housing choice voucher waiting list. However, due to high market rents and lack of appropriately sized units, many households are unable to find the housing they qualified

for, and many vouchers go un-utilized, and residents go to the bottom of the wait list to start over.

**Table 1. 2020-2040 Housing Needs by Income and Average Annual Growth Rate (AAGR)**

Household Income	1.3% AAGR	1.7% AAGR	Share of Units	Common Housing Types
< 30% AMI	869	1,223	13%	Subsidized, vouchers
30-50% AMI	833	1,171	12%	Older rentals, subsidized, vouchers
50-80% AMI	1,356	1,899	20%	Apartments, middle housing, older detached, manufactured homes
80-120% AMI	1,310	1,826	19%	Townhouses, small homes, new apartments
Over 120% AMI	2,362	3,278	35%	Single detached
<b>Total</b>	<b>6,730</b>	<b>9,398</b>	<b>100%</b>	

### **Widespread housing cost burden or substandard housing.**

Housing cost burden continues to increase as housing prices continue to increase locally. Albany's central location to numerous cities and the high cost of housing in neighboring cities have caused more valley residents to move to Albany, which has increased Albany's housing prices and competition for housing.

Twenty-six percent (26%) of Albany's renters experienced severe housing cost burden, paying more than 50 percent of their income on housing (2022 ACS). An additional 26% of Albany renters experience housing cost burden, paying more than 30 percent of their income on housing costs. One-fourth of Albany's homeowners experience housing cost burden of 30% or more.

Between 2018 and 2024, Albany's Fair Market Rents increased 63% for a one-bedroom unit (from \$689 to \$1,121) and 40% for a 3-bedroom unit (from \$1,332 to \$1,869). Raw recent production of about 400 new apartments has increased the average rents. The market rate rent ranges for available Albany units in September 2024 were:

- 1-bedroom: \$1,250 to \$1,890
- 2-bedroom: \$1,295 to \$2,200
- 3-bedroom: \$1,750 to \$2,250
- 4-bedroom: \$2,295 to \$2,750

Albany's ratio of median home price to median income was 4.6 in 2022 using a median house value of \$321,600 (ACS B25077) and 5-yr ACS 2022 median income of \$69,777. However, according to the local Willamette Valley Multiple Listing Service (WVMLS) sales data for Albany, the median home price was \$399,950 in December 2022, which increases the ratio to 5.7.

Median household incomes vary by race and ethnicity. In 2022, Albany's median household income was \$69,777, about \$6,000 less than the average in Oregon. The median household income of Albany's Hispanic and Latino households was \$52,140, which is 26 percent lower than the City average overall. The average income for Black or African American households was \$58,222 and those identifying as "Some Other" race was also lower. See Table 2.

Albany has seen a 6.8% increase in residents of color, from 13.6% in 2015 (8.6% Latino) to 20.4% currently (14% Latino). Twenty percent of residents living in poverty in Linn County are people of color. Communities of color have historically earned lower wages and have linguistic and cultural barriers to accessing housing and other resources. (Sources: 2020 Census, and 2021 ACS data.)

**Table 2. 2022 Median Household Income by Race and Hispanic/Latino Origin**

<b>Race and Hispanic or Latino Origin</b>	<b>Number</b>	<b>% Distribution</b>	<b>Median Income</b>
Total Households	21,484	100%	\$69,777
<b>One race:</b>			
White	18,879	87.9%	\$70,455
Black or African American	164	0.8%	\$58,222
American Indian and Alaska Native	197	0.9%	\$73,093
Asian	247	1.1%	\$111,875
Native Hawaiian, Other Pacific Islander	12	0.1%	\$146,563
Some Other Race	709	3.3%	\$60,840
Two or more races	1,276	5.9%	\$78,304
Hispanic or Latino origin (of any race)	2,119	9.9%	\$52,140
White alone, not Hispanic or Latino	17,860	84.2%	\$71,938

Source: 2017-2022 American Community Survey 5-year estimates, Table S1903

The need for culturally specific housing and housing for farmworkers is as great as it has ever been. With vacancy rates at all-time lows, communities of color and working families are being further marginalized in a part of the state where they have one of the largest workforces. As evidenced by the rapid lease-up this year of 116 units of affordable culturally specific housing built by Farmworkers Housing Development Corporation (FHDC) in Lebanon. As one of the only culturally responsive housing providers in the region, FHDC maintains a long waiting list in nearby communities, suggesting a tremendous need for new culturally responsive housing units in Albany. “The truth is, Linn County is facing a real affordable housing shortage for families that are 60% or more below the median family income,” said Maria Elena Guerra, FHDC’s Executive Director. “While the State has focused on addressing these needs in urban areas, families working in agricultural labor and other labor workforce in rural areas are being left behind.” As of 2022, Linn County was home to 2,138 farms (2022 Census of Agriculture). A market study commissioned by FHDC in 2018 estimated unmet demand for 203 units of affordable housing for agricultural workers in the area, suggesting that the Latine/x/a/o community, and specifically agricultural workers, are underserved by Albany’s housing market, and historically these families are English as Second Language and low-income.

Homelessness. In order to provide housing for Albany’s homeless residents, the City of Albany needs more permanent supportive housing, transitional housing, and housing for residents earning less than 30% of AMI. The "unofficial" 2023 PIT numbers for Linn County are 500 total, including 206 sheltered people, and 294 unsheltered, including 183 unsheltered people in Albany specifically. During the 2022-23 school year, 416 youth enrolled in the Greater Albany Public School District experienced homelessness according to McKinney Vento data, a dramatic increase from 239 in the previous school year. Most of these families are doubled up (71%), 12 percent are in emergency shelters, 9 percent live in hotels or motels, and 8 percent are unsheltered.

Aging Housing Supply. Half of Albany’s housing is more than 40 years old. Seven percent (1,500 houses) were built before 1940 2,634 units were built between 1940 and 1959, and 6,672 units between 1960 and 1979. (2022 ACS) These housing units provide naturally occurring affordable housing, but many dwellings need substantial updates to ensure a healthy and safe living environment, and to increase energy efficiency.

### **iii. What key barriers still exist and need to be addressed to produce and preserve more housing? (10 points)**

While the City of Albany has begun to implement many land use and zoning strategies it has local control over, there is more work to do to evaluate how to address the following remaining barriers to housing production, which will be included in PRO Housing Project 2:

- Identification and removal of remaining land use regulatory barriers
- Lack of financing and subsidies for affordable housing
- Development fees & taxes
- Infrastructure constraints
- Wetlands

#### Identification and removal of remaining land use regulatory barriers

The City of Albany is in the process of implementing the following strategies in the 2023 HIP to removing additional land use and zoning barriers to increase housing production:

- Reducing land requirements for smaller houses (scale lot sizes to homes) to encourage more affordable home ownership opportunities.
- Remove minimum area per multi-dwelling unit requirements and density caps in the medium and high-density residential zoning districts. The area requirements

Public engagement for this process is uncovering additional barriers and solutions to increase affordable housing production.

The City of Albany will evaluate remaining strategies in the 2023 HIP as well as new ideas raised by local developers and will explore approaches suggested in the Housing Supply Accelerator Playbook published by the American Planning Association.

#### Development fees and taxes

- This fall, the City of Albany will request Council’s approval to allow systems development fees for residential development to be deferred to the occupancy permit.
- The City of Albany is proposing to incentivize transit-oriented development in the City’s mixed-use Climate Friendly Areas with a property tax exemption for multi-unit property tax exemption (MUPTE) up to 10 years for residential developments.
- The City of Albany also intends to adopt an affordable rental housing tax abatement program for affordable rental housing up to 20 years.

#### Lack of financing and subsidies for affordable housing up to 100% AMI

The City of Albany does not receive federal HOME funding, and Albany's annual CDBG award has been less than \$350,000, which is too small to make a meaningful contribution to affordable housing development after factoring for public service and other needs. In response to Oregon's homeless and affordable housing needs, the state passed Senate Bill 5561 (SB 5561) in 2021 and awarded each of the state's CDBG entitlement jurisdictions a one-time allocation of \$1 million to address housing and homelessness needs. The City issued a request for proposals (RFP) and received more than double in requests than funds available, even with a \$350,000 grant maximum, demonstrating the immediate need for financial support to address affordable housing needs is far greater. Staff estimate local needs exceed \$5,000,000.

As documented in the City's Consolidated Plan and in the applications for the SB 5561 funds, funding is needed to support housing across the housing spectrum: from emergency shelter, transitional housing, permanent supportive housing, affordable rental housing, and affordable homeowner housing.

Competition for state-funding and tax credits is also fierce. Local funds and partnership help developers leverage state funding. Local financial support lowers the funding request and cost per unit, which makes applications more competitive and increases the chances of receiving public funds.

State funding sources are capped at 60% AMI or 80% AMI and there is no source of funding to support households earning between 80 and 100% AMI. This is especially challenging for Albany residents seeking to become homeowners. The HUD Fiscal Year 2024 HUD 100% median family income for the Albany MSA was \$84,900 for a family of 4. With this income, a family could afford to buy a house up to \$350,000. Albany's median sales price in August 2024 was \$463,000.

The PRO Housing grant will help Albany support affordable housing developers leverage other public and private funds and will provide a source of funding for innovative approaches to addressing affordable housing needs.

#### Infrastructure constraints

The cost of roads and infrastructure has been a substantial barrier to development of vacant properties in East Albany and South Albany where the City's largest amount of vacant land exists. Unfortunately, there is no quick and easy solution, but the longer we delay the development of infrastructure, the longer we delay additional housing. The road and infrastructure projects below are vital to accessing lands for residential, industrial, and commercial development.

- Timber Street extension in East Albany - \$8.6 million. This connection will open up land-locked properties, including about 20 acres of residential and mixed-use zoned land and 65 acres of industrial/employment land.
- Goldfish Farm Road extension in East Albany - \$2.1 million. This project is necessary for a planned Farmworker Housing Development Corp (FHDC) project to construct 162 affordable dwellings and will provide a critical alternative north south connection. The road must be constructed in the project's first phase, which will begin in 2025.
- 53<sup>rd</sup> Ave extension in South Albany - \$28 million. This extension involves a railroad crossing and is key to unlocking the largest single block of commercial land along the I-5 corridor in Oregon, as well as significant residential land.
- Cox Creek interceptor extension in East Albany - \$5.2 million. This project is essential to expanding the sewer system for further development in East Albany, of approximately

3,000 new units in residential and mixed-use zoning districts. In March 2024, the City of Albany was allocated \$2.1 million from the state for this project.

### Wetlands

Another significant barrier to development is the cost to mitigate non-significant wetlands on properties. Being in the heart of the Willamette (River) Valley of Oregon, most vacant properties have wetlands, including many that are seasonal and not locally or functionally significant. Yet developers are required to mitigate wetlands on site or purchase costly mitigation credits if developed. A one-acre wetland mitigation bank credit is going for \$95,000 or more.

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## City of Albany, Oregon

### EXHIBIT D. SOUNDNESS OF APPROACH

#### V.a.1.b. SOUNDNESS OF APPROACH (Maximum 35 points)

##### i. What is your project vision (15 points)

The City of Albany's project vision is to remove barriers to affordable and equitable housing development to increase the production of affordable housing. The City's PRO Housing project will consist of 2 separate but related activities.

Activity 1: Identify and remove remaining barriers to equitable and affordable housing production and preservation.

Activity 2: Enhance local capacity to increase affordable housing production.

##### **Activity 1: Identify and remove barriers to equitable and affordable housing production.**

*Activity Description:* As noted in Appendix C, Need, the City of Albany appointed the Housing Affordability Task Force (HATF), consisting of representatives from the development community and financial institutions and residents, to identify barriers to needed housing and evaluate actions and strategies the City could take to increase production of needed housing types, that included evaluating strategies in Oregon's Housing Needs Analysis Legislative Recommendations Report: Leading with Production. These strategies and recommended actions are in the 2023 Housing Implementation Plan (2023 HIP).

While the City of Albany is working on implementing priority strategies in the HIP, there are many remaining strategies to implement, and new ideas and needs continue to surface through public engagement. This project will build on the HATF's efforts and the 2023 HIP by working with local stakeholders to identify other obstacles to equitable and affordable housing development and will develop solutions to increase the City's affordable housing supply. The activity will include implementation of other strategies recommended in the HIP and new ideas that surface through public engagement to remove barriers to housing and streamline the process - such as pre-approved plan sets for middle housing types, accessory dwelling units, and small houses, and reduce building costs. This will also include evaluating ideas in the American Planning Association's Housing Supply Accelerator Playbook and the permitting process for any added efficiencies.

Step 1: Consult and engage the development community to uncover any remaining obstacles to permitting, land use regulations and processes, and housing production.

Step 2: Evaluate solutions to remove these obstacles and streamline the process.

Step 3: Update the HIP to include new strategies to increase affordable and needed housing production.

Step 4: Work with local stakeholders, City staff, and elected officials to implement strategies to increase housing production.

Activity 1 National Objective & Activity Eligibility Compliance: This project connects to key barriers identified in Section C, Need.

- National Objectives: Activity 1 will benefit low-and moderate-income persons



- Eligibility Test (III.F.2.b): Activity 1 seeks to remove numerous barriers to affordable housing production and will further develop, evaluate and implement housing policy plans and improve housing strategies.
- Activity Eligibility, Planning and policy activities (III.F.2.c.i.): A (update plans), B (develop strategies), F (development standards), J (mixed use CFA overlays), I and K (ideas to expedite review process), M (pre-approved plans), Q (fee schedules), T (surplus property), and U (SDCs)
- Identified Need (Exhibit C): Acute demand: Offpace, affordable housing is not keeping pace
- Project Timeframe: 2025-2027; Benefit timeframe: 2026 and beyond.

#### Activity 1 Advances Existing Planning Initiatives, Similar Efforts and Lessons Learned.

As noted above, this project will build upon the City's efforts to identify and remove barriers to affordable housing production. The City of Albany has been conducting focus groups with developer stakeholders and residents to learn about additional obstacles and ideas that could help to increase housing production. The 2023 HIP includes a snapshot of priority strategies, but this project will benefit from lessons learned with current development applications for missing middle housing types (two to fourplexes, townhouses, and cottages) and other changes made to land use and zoning policies.

Activity 1 will align with the City's Climate Friendly and Equitable Communities project to identify and adopt Climate Friendly Areas (overlay zones) near transit to encourage a mix of housing and employment opportunities. The activity will also align with the City's next update to the Analysis of Impediments to Fair Housing Choice (AI), scheduled for 2025.

#### Activity 1 Environmental Risks and Community Resilience

This project will promote denser development and infill development throughout Albany, which helps support transit, biking and walking, as well as mixed-use development.

#### **Activity 2: Enhance local capacity to increase affordable housing supply: establish the Affordable Housing Fund to provide financial incentives and subsidies.**

The lack of funding to support affordable housing and lack of funding for public infrastructure are key barriers to affordable housing development in Albany. Albany's small CDBG allocation and lack of HOME or other funding limit the City's ability to provide financial support to incentivize affordable housing production and rehabilitation.

Developing housing that is affordable to households earning less than 100% of AMI is challenging and typically requires multiple funding sources and incentives to be successful.

The City of Albany allocates about half of its available annual CDBG funding – about \$125,000 after factoring for administration and public services, to local affordable housing nonprofit partner DevNW who administers a housing rehabilitation revolving loan fund for homeowners. The program provides preservation of naturally occurring affordable housing.

A funding source is needed to provide the City's local commitment to help affordable housing developers to access funding through Oregon Housing and Community Services (OHCS), which

administers the LIHTC program and the state's Local Innovative Fast Track (LIFT) program for rental and homeownership housing.

Accelerate affordable housing production with financial incentives: establish the Affordable Housing Fund (AFH) to support the production of affordable rental and homeownership housing through matching grants or revolving loans to incentivize property acquisition, infrastructure improvements, and construction or renovation of affordable housing.

The City of Albany is currently working with policy makers to establish a revenue source and is considering adopting an affordable housing construction tax. The tax should be voted on in early 2025. If adopted, it is estimated it will generate a couple hundred thousand dollars annually, which over time, will raise revenue to provide financial support to affordable housing production.

The City of Albany is requesting a PRO Housing grant of \$2.5 million to seed the Affordable Housing Fund. This seed funding will allow the City to provide the local financial commitment needed to secure LIHTC, LIFT funding from the Oregon Housing and Community Services Department and other sources and offer incentives to developers to increase housing production in the near term, including support to current partner FHDC that needs additional resources to complete all phases of their 162 unit project in East Albany. The City of Albany anticipates this funding will increase the City's supply of affordable housing by about 200 dwellings.

City staff will evaluate existing plans and consult with local partners to determine the conditions of the funding – whether to offer the funds as a grant, and/or loan, loan repayment terms and interest rates, affordability periods, eligible use of funds, and other parameters to ensure the funds leverage accelerate and increase the City's affordable housing supply by as much as feasible. This includes working with the City's finance department and seeking input from the Community Development Commission (CDC) and City Council.

The City of Albany anticipates using the following selection criteria for scoring applications and awarding\* funding from the AFH:

- Applicant experience and capacity
- Number of units and needs addressed
- Affordability period
- Project location
- Anti-displacement factors
- Amount of accessible housing
- Energy efficiency
- Beneficiaries – projects that serve residents in protected classes
- Homeownership opportunities
- New approaches and model projects that could be replicated again
- Applicant match; and
- Project timeline.

\*The City of Albany is committed to providing FHDC's Albany project, Colonia del Valle Prospero, funding from the AFH; however, the amount of funding would be determined by their application score and need.

Step 1: Cultivate partnerships with affordable housing developers and service providers to assess needs and timelines of upcoming projects (February – June 2025 and ongoing)

Step 2: Set initial funding terms and parameters, consulting with City staff, the CDC and City Council. (June-October 2025)

Step 3: Develop and issue a Request for Proposals (RFP) for affordable housing projects annually in coordination with the City's annual RFP for CDBG funding, until funds are expended. (October - December 2025)

Step 4: Evaluate applications and award funds (January-March 2026)

Step 5: Conduct/Oversee Environmental Review Records (March-July 2026)

Step 6: Project Construction (July 2026- February 2029)

#### Activity 2 National Objective & Activity Eligibility Compliance

- National Objectives: Activity 2 will benefit low-and moderate-income persons
- Eligibility Test (III.F.2.b): Activity 2 seeks to facilitate to affordable housing production and preservation.
- Activity Eligibility: Activity 2 includes the following planning and policy activities per Section III.F.2.c.i. – D, G and M (incentive programs), V (incentivize mixed income developments), and Section III.F.2.ii development activities– A (financing), B (property acquisition); Section III.F.2.c.iii infrastructure activities – A, B, D; and Section III.F.2.c.iv preservation activities – A, B, C, G, H, L, M
- Identified Need (Exhibit C): Acute demand and Offpace factor, affordable housing is not keeping pace and widespread housing cost burden

Project Outcomes: The PRO Housing grant will enable the City of Albany to partner with experienced affordable housing developers and service agencies to construct or rehab about 200 units. Anticipated partners and subgrantees are noted below.

#### Activity 2 Similar Efforts and Lessons Learned

The City of Albany anticipates partnering with the following affordable housing development partners who have been awarded CDBG or SB 5561 funding and who have partnered with the City of Albany:

- **Creating Housing Coalition (CHC)** just completed a 27-unit tiny home village, Albany's first, using CDBG, SB 5561, state and federal HUD appropriations. This permanent supportive housing development was built for unhoused Albany residents on fixed or low incomes. As part of the PRO Housing projects, the City of Albany will learn about obstacles CHC faced with this development and will identify solutions to remove these

barriers and streamline the permitting process for future tiny home villages.

- **Farmworker Housing Development Corporation (FHDC)** has successfully constructed eleven affordable and culturally responsive housing developments in Oregon using a variety of public funds. The City of Albany has dedicated \$225,000 in SB 5561 funding and \$449,000 in transportation SDC credits to FHDC to construct a new affordable housing development in Albany, Colonia del Valle Prospero, which will construct 162 new affordable homes over four phases. The first phase of the project has been awarded Oregon LIFT funds, but more funding is needed to complete all phases.
- **DevNW** has extensive experience operating the following programs: homebuyer down payment assistance programs, housing rehabilitation loans, affordable homeownership developments with land trusts, affordable apartment development, and is very successful at leveraging state funding. DevNW is a regular recipient of Albany CDBG funds and oversees the City's housing rehabilitation revolving loan fund program and past downpayment assistance programs. DevNW has been actively looking to acquire land to build a land trust homeownership community in Albany.
- **Albany Area Habitat for Humanity** – the City has provided CDBG and SB 5561 funds to our local Habitat affiliate and has donated surplus property in the past.
- **Communities Helping Addicts Negotiate Change Effectively (CHANCE Recovery and Second CHANCE)** – CHANCE's mission is to assist individuals with mental health and/or substance abuse related issues seek recovery and positive change through support, guidance and necessary resources to facilitate the development of life skills. They operate a homeless shelter, Second CHANCE, and connect residents to permanent housing. CHANCE has received CDBG funds for its services.

#### Activity 2 Advances Existing Planning Initiatives

The Affordable Housing Fund will enable the City to meet goals and needs identified in Albany's 2020 HNA, 2023 HIP, and the 2023-2027 Consolidated Plan.

#### Activity 2 Environmental Risks and Community Resilience

This activity will promote denser development and infill affordable housing development in areas of opportunity close to services, amenities, and transit. Proposals that provide energy efficient housing will be awarded more points than other proposals.

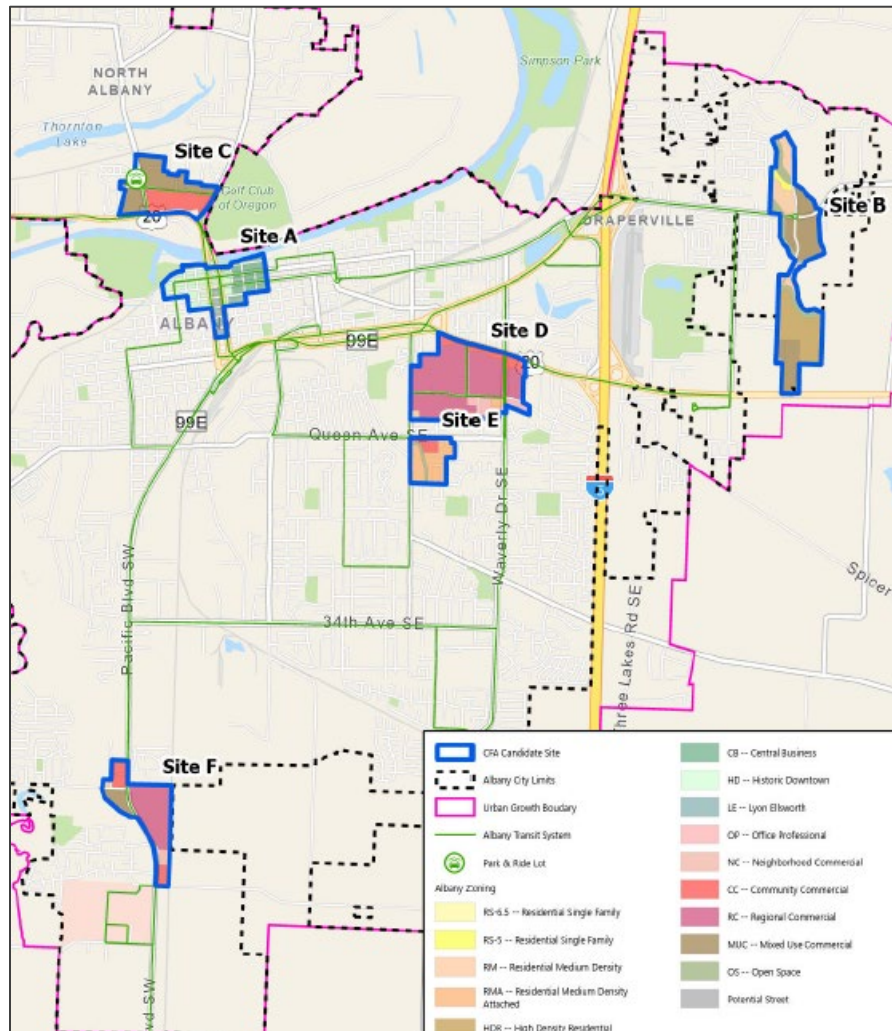
#### **ii. Geographic Scope (5 points):**

The PRO Housing activities will help the City of Albany to continue to remove land use and zoning barriers to housing production. This will help to accelerate the affordable housing supply Citywide by increasing the development capacity of existing land in all areas of the City. Removing barriers to housing production may make land that is not currently feasible to develop due to costs, density limits, or other restrictions, now be feasible to develop.

As part of the Climate Friendly and Equitable Communities project, the City of Albany will be adopting six Climate Friendly Areas in 2025 throughout the City supported by transit and in areas

the City wants to see more housing and employment opportunities. (See Map Figure 1 below.) These areas will be walkable and bikeable, with access to services and public amenities.

**Figure 1: Albany's Proposed Climate Friendly Areas**



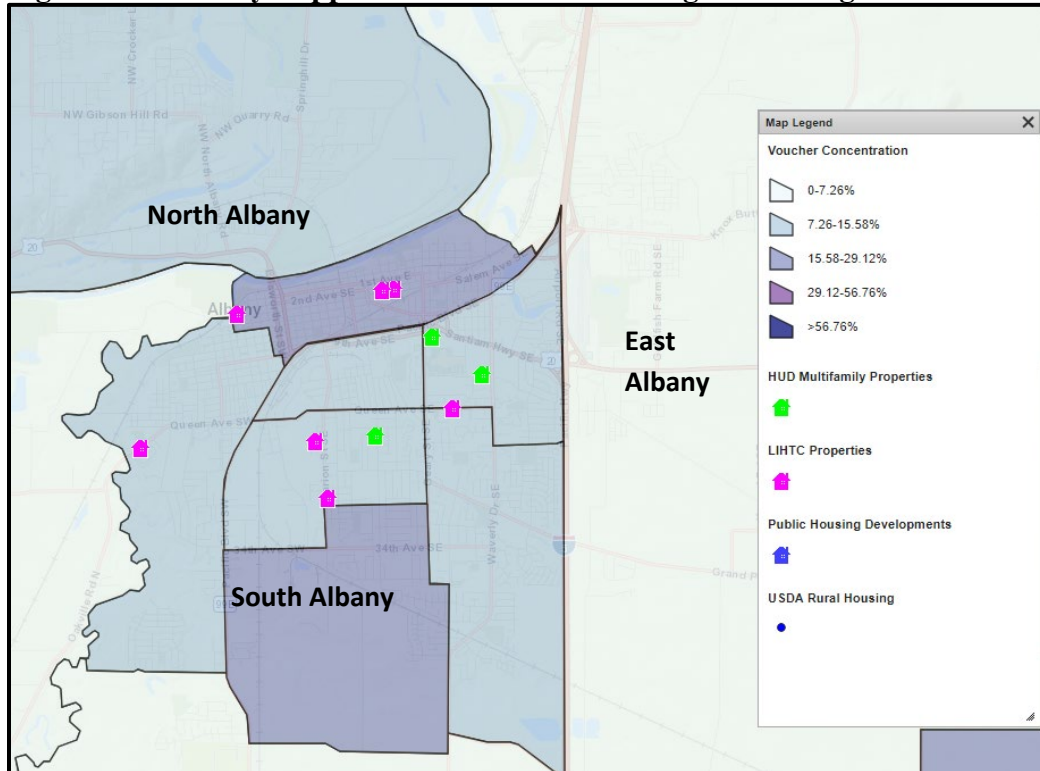
To incentivize residential development in the CFAs, the City of Albany proposes to adopt a tax abatement for residential development in Albany's proposed Climate Friendly Areas (the MUPTE), will further support the distribution of needed affordable housing. The MUPTE program requires a percentage of units be affordable housing, or an in lieu of fee paid into the Affordable Housing Fund.

East Albany and South Albany (land south of 34<sup>th</sup> Avenue in **Figure 1** above) are identified as a high-opportunity areas that are needed to address the City's future housing and job growth. Both areas lack critical road access and infrastructure. Funding to support projects that trigger these improvements is essential to these areas developing.

The Affordable Housing Fund will help to incentivize development in all areas of the City and areas where there is none or very little. No affordable housing developments exist east of Interstate 5, East Albany, which constitutes about one third of Albany's City limits and future growth. (See

Figure 2 that follows.) The recently adopted East Albany Plan took a fresh look at how to provide connectivity, transportation choices, housing variety, and vibrant mixed-use and commercial centers in East Albany, while protecting and enhancing the area’s natural resources.

**Figure 2. Federally Supported Affordable Housing & Housing Voucher Concentration**



“East” Albany, “South” Albany, and “North” Albany are identified as a high-opportunity areas. East and South Albany contain substantial vacant land that is needed to address the City’s future housing and job growth. Both areas have easy access to the interstate and highways, and neighboring communities and employment outside the City of Albany.

### iii. Project Stakeholders (5 points)

*Who are your key stakeholders? How are you engaging them?*

The City conducted extensive agency consultations with affordable housing providers and developers (DevNW, Creating Housing Coalition, Farmworker’s Development Corporation, Albany Area Habitat for Humanity, C.H.A.N.C.E., etc.), the Linn Benton Housing Authority (LBHA), service providers, the business community, and more as part of the 2023-2027 Consolidated Plan process. Consultation also included organizations that work with or represent people in protected classes and/or low-income residents including Casa Latinos Unidos, LBHA, Fair Housing Council of Oregon, Center Against Rape and Domestic Violence, Oregon Cascades West Council of Governments Senior and Disability Services, Community Services Consortium (the CoC), emergency shelters, the Early Learning Hub, and Linn County Mental Health among many others. In addition to agency consultations, the City of Albany solicited input from residents of Albany through surveys and public hearings.

The City's agency consultation process completed in compliance with the Consolidated Plan requirements indicated a substantial need for affordable housing in Albany. This need was a core theme among the input received, particularly among housing and social service providers. Additionally, the responses to the survey conducted for the 2023-2027 Consolidated Plan identified the need for more affordable housing in Albany and demonstrated support for housing related programs, including construction of affordable housing

#### Local Affordable Housing & Shelter Services Stakeholders:

- **Creating Housing Coalition** was formed to provide basic affordable and attainable housing for unhoused residents. Their mission is *Building safe, community supported, self-governing housing that honors dignity and growth*. CHC just completed their first tiny home village, HUB City Village, a community of 27 homes. Their goal is to create 2 additional small home communities that offer permanent supportive housing for Albany's unhoused residents.
- **Farmworkers Housing Development Corporation.** The founders and partners sowed a long-term commitment to improving housing opportunities for immigrant farmworkers, their families, and other low-income populations in Oregon. For more than three decades, FHDC, as an equity-formed and directed organization has built eleven communities with 480 affordable housing units, social services, education, and economic development opportunities.
- **Albany Area Habitat for Humanity** has been serving Albany since 1993. As a small affiliate, they have built 43 homes for area families earning less than 60 percent of AMI.
- **DevNW** works to develop thriving communities by empowering the region's individuals, families, businesses and neighborhoods through housing and small business programs, services, and development services throughout the Willamette Valley in Oregon.
- **Linn Benton Housing Authority** is the housing authority serving Linn and Benton counties. They provide affordable housing for seniors and residents with disabilities and administer the housing choice voucher program.
- **Communities Helping Addicts Negotiate Change Effectively** – C.H.A.N.C.E. Recovery and Second CHANCE Shelter provide peer support services, emergency shelter, transitional housing, respite beds, rental assistance and more to Albany residents. They operate in Linn, Benton and Lincoln counties.

#### Local Development Community and Public

Public outreach to the community has included focus groups, one-on-one meetings, surveys, and public open houses and has been ongoing since the launch of the Expanding Housing Options project in 2020. In addition to the affordable housing partner agencies listed above, the City consulted with local builders, developers, engineers, chamber of commerce, realtors, financial sector, and residents to assess housing needs, barriers to housing development, and to get feedback on proposed strategies. Outreach to property owners in the proposed Climate Friendly Areas has also included direct mailing.

The City's Community Development Department also holds a monthly Development Services Advisory Committee meeting.

### City Departments, Committees and Commissions

- Public Works department staff were consulted for infrastructure needs.
- Community Development Commission is actively involved in assessing needs for the CDBG program, Consolidated Plan and annual action plans.
- Housing Affordability Task Force was consulted for assessing strategies the City should pursue to remove barriers to housing development.
- Albany Planning Commission
- Albany City Council

*Describe your strategies to encourage public participation, build support, and engage community members, including those most likely to benefit from your proposed activity.*

For the activities and projects proposed in the PRO Housing grant, the City of Albany will host the project website and will use focus groups, stakeholder committees or groups, surveys, and social media to reach stakeholders, residents, and residential developers.

#### **iv. Explain how the proposal aligns with requirements to affirmatively further fair housing (5 points)**

As a CDBG entitlement jurisdiction, the City of Albany has been engaged and invested in affirmatively furthering fair housing for many years. The City's current Analysis of Impediments to Fair Housing Choice (AI) was submitted to HUD in 2018. The City of Albany will be undertaking an update to this important policy document and will include identifying additional obstacles to fair housing choice. The City has been conducting outreach with residents in protected classes to assess causes of housing discrimination and will engage residents in protected classes and agencies that support and serve these residents.

- *Describe your plans to remove barriers to the development of affordable housing in well-resourced areas of opportunity.*

As described in sections C and D of the application, The City has amended and streamlined development standards and processes, increased the variety of housing types allowed throughout the City, added new residential and mixed-use zoning to undeveloped areas of the City to encourage vibrant new neighborhoods, and adopted an area plan for East Albany. The City of Albany will continue to identify and remove barriers to the development of affordable housing in well-resourced areas of opportunity throughout Albany. The City of Albany is also taking steps to ensure affordable housing is better dispersed in a variety of well-resourced areas of opportunity within the City through the Climate Friendly Area designation process.

- *How will your proposal increase access for underserved groups to these areas?*

In addition to updating Albany's AI to identify solutions to increase access to housing, the PRO Housing grant will enable the City of Albany to develop strategies to increase accessible housing, more variety of housing choices, sizes and locations. The Affordable Housing Fund will enable the City to support agencies that are providing housing or services to underserved Albany residents



– such as Albany’s non-white racial groups and people of color and the elderly and disabled. Included in this support is an effort to increase homeownership opportunities for people of color and in protected classes. According to the 2022 ACS, the City’s white home ownership rate was 62 percent, while Black or African American homeownership was 14%, Some Other Race was 35%, Two or More Races 45%, and Hispanic Origin was 49%.

The City of Albany will award more points to applicants for proposing housing that is accessible to and/or specifically built for protected class residents.

• *Describe your plans to remove barriers impeding the development of affordable housing that would promote desegregation. What policies or practices perpetuate segregation and how will your proposal address them?*

Single-family zoning has historically perpetuated segregation in cities across the nation, including in Albany. Until recently, Albany’s single-dwelling zones were just that – allowing for very limited housing types. Moreover, these low-density zones constitute much of Albany’s available residential lands. Albany removed policies and practices that perpetuate segregation: 1) Through the Housing Options project, the City expanded the variety of housing types allowed outright in residential zoning districts so the allow for a variety of housing types and not just single detached dwellings. 2) the City of Albany added more residential and mixed-use zoning in East Albany to encourage more housing diversity throughout the City, including housing that is close to services and amenities. 3) The City’s Climate Friendly Areas designation project identified areas throughout the City where with development and redevelopment opportunities where there is little residential development.

Encouraging and enabling development of affordable housing on vacant land and areas that can support higher density mixed use development will promote desegregation and reduce the concentration of affordable housing in the center of the City.

The proposed PRO Housing project will not result in displacement and will encourage desegregation within Albany by removing remaining barriers to housing in all areas of the City, providing tax abatements for residential development in Climate Friendly Areas, and financially supporting projects in well-resourced areas.

• *How does your approach address the unique housing needs of members of protected class groups, including persons with disabilities, families with children, and underserved communities of color?*

Albany’s 2023-2027 Consolidated Plan and 2023 HIP have identified needs of members of protected classes. Activity 1 will continue to find solutions and incentives to encourage housing to serve all residents. Activity 2 will provide funding to support housing that meets the needs of Albany’s protected classes. More points will be awarded to applicants that serve underserved communities.

Accessible Housing. The 2023 HIP identifies the need to encourage accessible housing units with incentives and increasing awareness of accessible standards and universal design standards. The City of Albany is proposing to provide height incentives for accessible housing like those for

affordable housing. In addition, the City will award more points to applicants that provide accessible housing beyond the minimum state and federal requirements.

*• Does your plan address issues identified in your jurisdiction's most recent fair housing plan or plans?*

This project addresses impediments outlined in Albany's Analysis of Impediments to Fair Housing Choice, specifically the lack of affordable housing and housing choice, the concentration of affordable housing stock in the center of the City and overcoming cultural and linguistic barriers. There is a higher concentration of affordable housing and minority residents in older central areas of Albany. This project would improve the distribution of affordable housing in Albany by incentivizing affordable housing in other areas of the City and therefore advancing housing and neighborhood choice for low-income residents.

As a CDBG Entitlement City, the City annually certifies its commitment to affirmatively further fair housing and continues to work towards removing cultural and linguistic barriers to fair housing information and complaints through bilingual staff. The City ensures translation is available for all CDBG materials and anyone seeking to provide comment or testimony upon request and provides press releases and other outreach materials in Spanish and English. The City has worked to establish and maintain existing relationships and partnerships with organizations and advocacy groups serving or representing protected classes to better understand the housing challenges faced by Albany's historically disadvantaged residents. These agencies are consulted in assessing needs and identifying impediments and work with City staff to facilitate gathering input from the residents they represent and serve. This input will be vital to the update to the City's Analysis of Impediments to Fair Housing Choice and informs each Annual Action Plan. The work the City has done to address barriers to needed housing types and the inclusion of middle housing in single family zones affirmatively furthers fair housing by reducing segregation by income. Segregation by income is known to cause de facto racial segregation because racial and ethnic minorities are more likely to be low income. The effects of these efforts take time to come to fruition, but through this project, the City of Albany can expedite a project that advances fair housing in Albany.

*• How will your proposal address the housing needs of people with disabilities and increase their access to accessible and affordable housing?*

Accessibility, FHA, and ADA Compliance. All new development will comply with the FHA and ADA. In new development at least two percent of the units will be accessible and all units with an elevator will be accessible. In addition, all site improvements will be accessible to persons with mobility impairment and all ground floor units will be both visitable and adaptable for ADA.

As noted earlier, the 2023 HIP includes strategies to encourage more accessible units in all developments. In addition, development proposals that provide more accessible and adaptable units than the minimum required will be awarded more points during the application evaluation process.

*• Describe the implementation and/or enforcement plan for your proposal. Describe how you will approach resistance (e.g. litigation, environmental review, design standards) to the elimination of your targeted barrier(s).*

City of Albany project management staff will ensure compliance with all federal regulations including environmental regulations of 24 CFR Part 58, and all CDBG program requirements in 24 CFR 570 including environmental and procurement, Davis Bacon wage rates, Section 3 compliance, and the Fair Housing Act and any other applicable regulations.

All projects that apply for and receive PRO Housing funds from the Affordable Housing Fund will be required to comply with HUD's Environmental Review processes and NEPA requirements.

Oregon's land use laws set urban growth boundaries (UGBs) around cities to protect agricultural and forest lands from development. Lands within cities and urban growth boundaries are expected to be developed to urban standards to reduce the need to expand UGBs.

Approach to Resistance to the Proposal: The City of Albany has been conducting public outreach for several years regarding housing needs and strategies to removing barriers to housing production. There is general support from the community to increase the variety of housing choices and opportunities throughout the City.

The City of Albany has faced resistance to affordable housing and "new" housing types such as townhouses and other missing middle housing types. Mostly, this resistance is to change in general, and to the new standards, not to the intended beneficiaries. The City will conduct outreach and education regarding Albany's affordable housing needs and solutions.

The City of Albany recently modified the City's residential development standards to be clear and objective making the land use process for housing developments a staff-level decision. This has greatly reduced opposition to "different" housing. In addition, middle housing types (duplexes, triplexes, fourplexes, cottage clusters, and townhouses) are allowed outright with a building permit.

*• Describe any equity-related educational resources, tools, or public input that have informed your proposal.*

The City's PRO Housing grant proposal was based on an immediate need for more affordable housing in Albany as evidenced in the City's housing plans and public input from residents and community partners, including members of the Hispanic Advisory Council.

*• Do you plan to engage and support minority-, women-, and veteran-owned businesses during your proposed housing production process?*

The City's proposed PRO Housing activities do not include direct opportunities to support minority-, women-, and veteran-owned businesses. However, subgrantees will be required to provide contracting opportunities to underserved communities and business owners.

*• Do you have a diversity and equity plan in place or plan to create one?*

The City of Albany has an Affirmative Action plan, diversity, equity and inclusion policies, and condemns racism, hatred, bigotry, and intimidation within the City.

*• Describe how you will evaluate the effect of your proposal on promoting desegregation, expanding equitable access to well-resourced areas of opportunity, and furthering the de-concentration of affordable housing.*

The City of Albany will use project selection and evaluation criteria that promote desegregation, housing with access to well-resourced areas of opportunity, and dispersing affordable housing throughout Albany.

Subrecipients of PRO Housing funds will be required to have an Affirmative Fair Housing Marketing Plan (AFHMP) in place.

• *How will you track your progress and evaluate the effectiveness of your efforts to advance racial equity in your grant activities?*

The City will collect demographic data of residents from recipients of Affordable Housing Funds at program intake, lease up or sale. If groups are not being reached, adjustments to applicant selection criteria will be modified and evaluation of marketing tools will be conducted.

**v. What are your budget and timeline proposals? (5 points)**

The PRO Housing grant budget summary is provided below. The detailed budget is in the budget attachment.

**PROJECT BUDGET SUMMARY:**

Personnel Direct Labor/Wages (3 years)	\$421,900
Staff Fringe Benefits (3 years)	\$311,500
City CDBG contributions to projects	\$200,000
City SB 5561 contribution to projects	\$225,000
City transportation SDC contribution to projects	\$449,000
<b>SUBTOTAL City Contributions</b>	<b>\$1,607,400</b>
<b>Pro Housing</b> Subgrantee Awards	\$2,470,000
<b>Pro Housing</b> Administrative and Legal-Environmental Studies	\$30,000
Subgrantee Match	\$2,470,000
<b>Total</b>	<b>\$6,577,400</b>

**PROJECT TIMELINE** Activity 1: February 2025 to June 30, 2029

**PROJECT TIMELINE** Activity 2: February 2025 to June 30, 2029

• *Describe how you would budget for and manage a successful project if HUD awards a different dollar amount than you are requesting. What is the minimum funding amount that would allow you to carry out your proposal in some form, and what would that proposal achieve? If you were to receive only 50% of your request, what would you be able to achieve?*

One million (\$1,000,000) is the minimum necessary to proceed with federal funding.

Reduced funding would result in fewer affordable housing units constructed. City staff estimate reduced funding would result in 100 units of affordable housing, rather than the expected 200 units.

- *Provide a schedule for completing all of the proposed activities in advance of the expenditure deadline at the end of FY 2029.*

**Activity 1:** Identify and remove remaining land use regulatory barriers. This activity will commence soon as funding is awarded and will continue for three years until February 2029.

Activity 1 Schedule:

- Step 1: Engage the development community to identify obstacles to housing production and evaluate solutions. February 2025 to December 2025
- Step 2: Update the HIP. January 2026 to April 2026
- Step 3: Implement HIP strategies to remove barriers to affordable housing production. This work will be ongoing through June 2029.
- Step 4: Construction and inspections

**Activity 2:** The City of Albany will develop an RFP process that be ongoing until funds are awarded, and projects completed. It will align with the City's annual CDBG RFP process. The affordable housing development that will result from the PRO Housing grant activity will be constructed in phases between 2025 and February 2029. The outcomes will be realized by June 30, 2029.

Activity 2 Schedule:

- Step 1: Engage affordable housing development community. February 2025 to December 2028
- Step 2: Determine initial funding terms and parameters. June 2025 to October 2025
- Step 3: Develop and issue RFP. October 2025 to December 2025 (annually)
- Step 4: Evaluate applications and award funds. January 2026 to March 2026 (annually)
- Step 5: Environmental review record compilation. March 2026 to July 2026 (annually)
- Step 6: Project construction. July 2026 to June 2029

**City of Albany, Oregon**  
**EXHIBIT E. CAPACITY**

**V.a.1.c. CAPACITY (10 points)**

**i. What capacity do you and your Partner(s) have? What is your staffing plan?**

The City of Albany staff have a wealth of experience managing federal and state-funded projects including housing, public utility and street infrastructure projects. The City of Albany became a CDBG Entitlement jurisdiction in 2013 and began receiving CDBG funds. The Community Development Department staff have successfully managed a variety of CDBG-funded programs, including property acquisition, construction, and housing rehabilitation.

The City of Albany has ten departments, 401 budgeted full-time employees, and serves a 2023 population of 57,997. The Albany City Council and staff work to achieve the goals and objectives outlined in the City's Strategic Plan and meet the City's vision to be "a vital and diverse community that promotes a high quality of life, great neighborhoods, balanced economic growth, and quality public services. The City of Albany's biennial 2023-2025 budget is \$100,997,500.

• *Which specific agency or entity will lead implementation of the proposed activities? What is its role and management capacity?*

The City's Community Development Department will lead the implementation of the proposed activities and grant expenditures and will monitor compliance. The Department is led by Matthew Ruettgers. Comprehensive Planning Manager Anne Catlin, AICP, will oversee the PRO Housing grant. Catlin currently oversees the City's CDBG programs, implementation of the 2023 HIP strategies, state grants for planning projects, and Albany Development Code and Comprehensive Plan policy updates.

The City has extensive experience developing and managing a competitive application process, managing subrecipient awards and legal documents, drawing and distributing funds, accounting for funds and program income, overseeing and monitoring subrecipients, reporting accomplishments to HUD and local leaders.

• *Describe relevant project management, quality assurance, financial and procurement, and internal control capacity to quickly launch and implement a major **project**.*

The City has received and managed state CDBG funds for several decades. Since Albany became a federal Entitlement grantee in 2013, the City of Albany staff have extensive experience with procurement, internal control capacity and implementation of CDBG and other HUD funded projects. The City also manages and oversees complex public infrastructure projects with a variety of funding sources, including federal and state funding.

The City of Albany has procurement procedures and internal control mechanisms in place.

Agencies applying for funding from the Affordable Housing Fund will be required to provide verification of their team's project management experience, financial and procurement policies,

internal controls and experience successfully managing state, federal, and/or City CDBG-funded projects.

• *Describe your jurisdiction's leadership capacity and legal authority to effectively implement your proposed reforms.*

The City of Albany is a federal Entitlement jurisdiction and receives an annual allocation of Community Development Block Grants from HUD. The City is eligible to apply for the PRO Housing grant fund. As a CDBG grantee, Albany has the leadership capacity and experience to oversee the proposed PRO Housing grant activities. City staff have been successfully leading the update and implementation of the City's housing policies and plans for many years.

The City of Albany will partner with housing developers to increase and accelerate Albany's affordable housing supply. The City will select subgrantees with experience working with and coordinating contractors, stakeholders, funders, the public, and others to successfully develop affordable housing.

Application Author:

- Anne Catlin, Comprehensive Planning Manager

City of Albany Community Development Department PRO Housing Activity Staff

- Anne Catlin, Comprehensive Planning Manager
- Beth Frelander, Planner II
- Liz Olmstead, Planner II
- Matthew Ruettgers, Community Development Director
- Kaitlin Martin, Administrative Assistant

• *Do you or any partner(s) have experience working with civil rights and fair housing issues including, for example, working with data to analyze racial or economic disparities?*

CITY staff has experience developing and updating the Albany Analysis of Impediments to Fair Housing Choices Plan as well as reviewing and analyzing racial and economic disparities for area plans, long-range housing and economic needs analyses, and other City facility and land use plans, such as the Housing Implementation Plan.

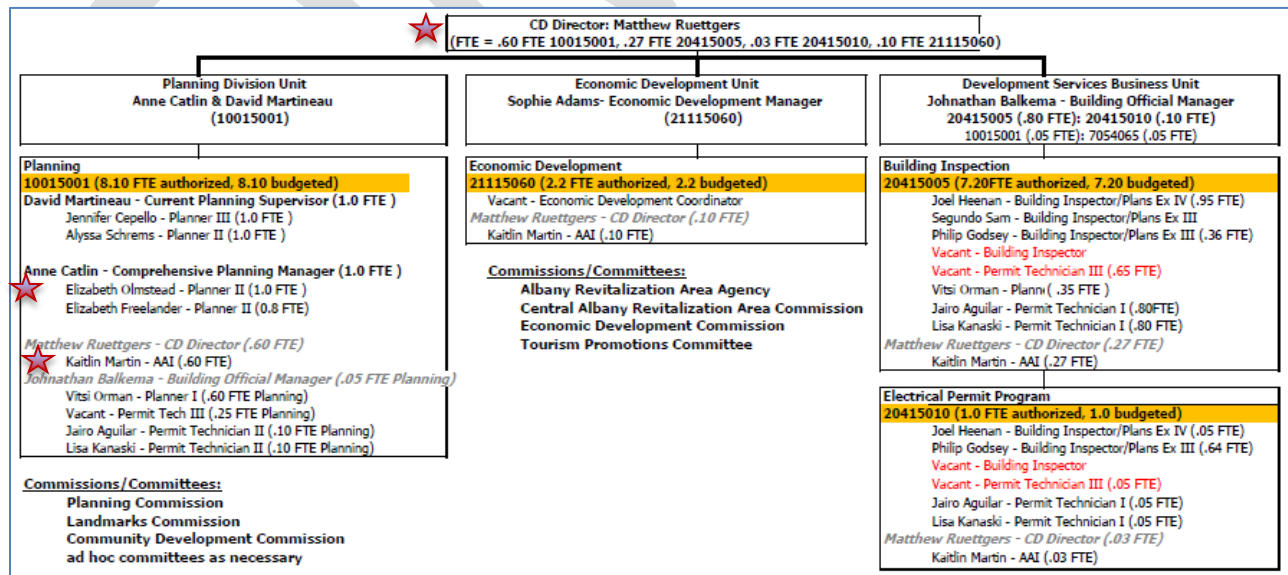
Anticipated housing developer partners have varying levels of experience working with civil rights and fair housing issues. For example, FHDC's executive director Maria Elena Guerra (Meg) is a member of the Oregon Governor's Racial Justice Council, and the Housing and Homelessness Committee. In 2022, Meg is a 2023 recipient of the Gretchen Kafoury Award for her commitment to Equity in Affordable Housing.

• *Provide an organizational chart that identifies names and positions of key management for proposed PRO Housing activities.*

The City of Albany's PRO Housing project staff and their roles on this project are proved below. Note, all staff are full-time employees except where noted. City staff will dedicate a portion of their time to this project as needed. Staff expenses will be documented through project accounting.

- Matthew Ruettgers, Community Development Director: Matthew oversees the Community Development Department. He is a licensed surveyor with more than a decade of experience in the private and public sectors. Prior to switching to the public sector, he owned and managed a civil engineering firm that orchestrated projects up and down the west coast. Matthew will help enlist community stakeholders and developers in conversations to identify and address barriers to affordable housing.
- Anne Catlin, Comprehensive Planning Manager: Anne has over 25 years of planning experience and a master’s in urban planning. She oversees the City’s long-range planning and CDBG programs, has extensive federal and state grant management experience, and has successfully managed CDBG-funded public facility projects, and monitored Davis Bacon contracts. Anne will oversee both activities 1 & 2 to ensure compliance with the PRO Housing program requirements.
- Beth Frelander, Planner II (0.8 FTE): Beth oversees the day-to-day management of the CDBG programs and has a master’s in urban planning. Beth will help oversee Activity 2 and ensure compliance with all CDBG and PRO Housing program regulations and will participate in Activity 1.
- Liz Olmstead, Planner II, AICP: Liz has a degree in planning and two decades of planning experience reviewing development applications and updating zoning and planning standards. Liz will assist with Activity 1, focusing on land use and policy evaluation and strategy adoption.
- Kaitlin Martin, Administrative Assistant: Kaitlin has many years of experience overseeing departmental expenditures and operations and has contract experience. She will help oversee grant expenditures and subgrantee contracts.

The City of Albany City Community Development Department Organizational Chart is provided below.





**City of Albany, Oregon**  
**EXHIBIT F. LEVERAGE**

**V.a.1.d. LEVERAGE (Maximum 10 points)**

**i. Are you leveraging other funding or non-financial contributions?**

The Total project cost is estimated to be \$6,478,400. The PRO Housing grant of \$2,500,000 is anticipated to leverage approximately \$4,077,000 in City staff time, transportation SDCs, CDBG funds, Oregon SB 5561 funding, and partner agency resources. The City anticipates City financial support from the new Affordable Housing Fund to partner agencies will leverage far more in state grant and loan awards than a one-to-one match.

<b>Match/Leverage Source</b>	<b>Match Amounts</b>	<b>Description</b>
City of Albany/City CDBG	\$733,400	Wages and fringe benefits
City of Albany CDBG	\$200,000	2024-2028 CDBG allocation portion
City of Albany SB 5561	\$225,000	Allocated to affordable housing development partner FHDC
City of Albany transportation SDC	\$449,000	City contribution to major road project (Goldfish Farm Road)
<b>Total City of Albany Commitments</b>	<b>\$1,607,400</b>	<b>64.2% City Leverage</b>
Partner Agency Match	\$2,470,000	Partner minimum of a one-to-one match, <b>98.8% leverage</b>
<b>Total Leveraged Funds</b>	<b>\$4,077,400</b>	<b>163% Total PRO Housing leverage</b>
PRO Housing Grant Request	\$2,500,000	

**City of Albany, Oregon**  
**EXHIBIT G: LONG-TERM EFFECT**

**V.a.1.e. LONG-TERM EFFECT (Maximum 10 points)**

**i. What permanent, long-term effects will your proposal have and what outcomes do you expect?**

Activity 1 will remove obstacles to the development of all housing types, including affordable housing, in all areas of Albany. Implementing land use and policy strategies, such as pre-approved plans and universal/accessible design guides, will make it easier to build a variety of housing types and less processing time for residential development. Creating a revenue source to support affordable housing and adopting tax abatement programs will provide affordable housing developers with a choice of tools to incentivize housing production. Removing land use obstacles to affordable housing will have long-lasting impacts for decades to come.

Future residential land use and policy changes and public incentive programs – such as tax abatements, will have a ripple effect throughout the community as well as beneficiaries of future residents in the newly created housing. Encouraging development in Albany’s CFAs may also enable residents to reduce reliance on vehicles, which add cost to household budgets and may support the expansion of the City’s transit system.

Staff anticipates Activity 2, developing the Affordable Housing Fund and competitive application process for awards to subgrantees over one to three years will result in 200 new rental and homeownership housing units in areas of opportunity throughout the City with long-term affordability periods and deed restrictions to ensure the units stay affordable for many decades. If a portion of the funds are offered as loans, the City will develop a revolving loan fund to continue to cycle the funds out for more affordable housing development.

• *Describe roadblocks your proposal might be facing. What are the likely ways in which the barriers might persist despite your proposed activities, and how does the proposal account for and counteract this?*

Large infrastructure costs such as the extension of primary roads, water, and sewer lines may have adverse effects on the ability of applicants to complete projects in a timely manner if additional resources are needed to address these costs. The City of Albany is pursuing State of Oregon grants for large road and infrastructure projects that are cost prohibitive for a developer to bear alone.

• *Do you anticipate your proposal will result in reducing housing cost burden for residents without increasing other costs, such as transportation costs? Describe how the project will enable the production and preservation of affordable housing while also considering the value of siting affordable housing near amenities, public services, jobs, transit, schools, and other important community assets and locations.*

Future affordable housing development will reduce housing cost burden for households earning less than 100 percent of AMI by providing residents with new, sustainable and healthy housing which will be designed to be energy efficient.

Incentives are being proposed to encourage development in Albany's Climate Friendly Areas which are near transit, retail, services and jobs.

- *Describe the community's most significant environmental risks and how the proposal is aligned with them to efficiently promote community resilience.*

Albany is in the fertile Willamette Valley of Oregon. Oregon's land use system uses urban growth boundaries to protect farm and forest lands from urban sprawl. Regulations also limit development in the floodway.

The City of Albany is taking steps to encourage development in Albany's future Climate Friendly Areas, which are located near transit and away from natural resources.

All multi-dwelling unit (5 or more units) developments are required to provide electrical conduit for EV charging capacity for 40 percent of provided parking spaces.

Solar and energy efficiency proposals will receive higher points in the subgrantee award selection process.

- *What do you consider success to look like at the end of the period of performance or beyond?*

The proposal will enable the production of affordable housing through removing the barrier of costly infrastructure expansions through the site. For this proposal, success is quantified by several metrics that respond to the needs outlined in Section A. The first objective is to better meet the demand for affordable housing units in Albany, particularly for historically disadvantaged populations. The related target outcomes are to increase the total number of subsidized housing units in Albany by 200 units.

Success will result in an increase in affordable, accessible and equitable housing choices in the City of Albany – including homeownership opportunities. Residents experiencing housing cost burden, and Latino/a/x Albany residents who disproportionately face housing cost burden, will have more affordable housing choices. Additionally, these outcomes should improve the ability of people with disabilities to find accessible housing. Finally, these outcomes represent greater housing choices for Albany residents.

- *Describe the long-term effect of your proposal on removing barriers to affordable housing production that have perpetuated segregation, inhibited access to well-resourced neighborhoods of opportunity for protected class groups and vulnerable populations and expanded access to housing opportunities for these populations.*

The long-term effect of this proposal is advancing housing and neighborhood choice for protected class groups by adding affordable housing in areas of the City of Albany that lack affordable housing options.

Supporting the construction of affordable housing in areas of opportunity within Albany will affirmatively further fair housing by ensuring residents of all incomes and backgrounds have housing options in this high opportunity neighborhoods.

The work the City of Albany has done already by allowing more variety of housing types with a building permit (missing middle housing) in single family zones throughout the City of Albany

will affirmatively further fair housing by reducing segregation by income in areas that have been exclusively detached single-doweling units. Segregation by income is known to cause de facto racial segregation because racial and ethnic minorities are more likely to be low income. The effects of these efforts take time to come to fruition, but through these two PRO Housing activities, the City of Albany can expedite a project that advances fair housing in Albany.

DRAFT



**Grant Application Detailed Budget Worksheet**

OMB Approval No. 2501-0017  
Expiration: 1/31/2026

Applicant Name: City of Albany											
<b>3. Travel</b>											
<b>3a. Transportation - Local Private Vehicle</b>	<b>Mileage</b>	<b>Rate per Mile</b>	<b>Estimated Cost</b>	<b>HUD Share</b>	<b>Applicant Match</b>	<b>Other HUD Funds</b>	<b>Other Federal Share</b>	<b>State Share</b>	<b>Local/Tribal Share</b>	<b>Other</b>	<b>Program Income</b>
Subtotal - Trans - Local Private Vehicle											
<b>3b. Transportation - Airfare (show destination)</b>	<b>Trips</b>	<b>Fare</b>	<b>Estimated Cost</b>	<b>HUD Share</b>	<b>Applicant Match</b>	<b>Other HUD Funds</b>	<b>Other Federal Share</b>	<b>State Share</b>	<b>Local/Tribal Share</b>	<b>Other</b>	<b>Program Income</b>
Subtotal - Transportation - Airfare											
<b>3c. Transportation - Other</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Estimated Cost</b>	<b>HUD Share</b>	<b>Applicant Match</b>	<b>Other HUD Funds</b>	<b>Other Federal Share</b>	<b>State Share</b>	<b>Local/Tribal Share</b>	<b>Other</b>	<b>Program Income</b>
Subtotal - Transportation - Other											
<b>3d. Per Diem or Subsistence (indicate location)</b>	<b>Days</b>	<b>Rate per Day</b>	<b>Estimated Cost</b>	<b>HUD Share</b>	<b>Applicant Match</b>	<b>Other HUD Funds</b>	<b>Other Federal Share</b>	<b>State Share</b>	<b>Local/Tribal Share</b>	<b>Other</b>	<b>Program Income</b>
Subtotal - Per Diem or Subsistence											
<b>Total Travel Cost</b>											
<b>4. Equipment (Only items over \$5,000 Depreciated value)</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Estimated Cost</b>	<b>HUD Share</b>	<b>Applicant Match</b>	<b>Other HUD Funds</b>	<b>Other Federal Share</b>	<b>State Share</b>	<b>Local/Tribal Share</b>	<b>Other</b>	<b>Program Income</b>
<b>Total Equipment Cost</b>											

**Grant Application Detailed Budget Worksheet**

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Applicant Name: City of Albany											
<b>5. Supplies and Materials (Items under \$5,000 Depreciated Value)</b>											
5a. Consumable Supplies	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Consumable Supplies											
5b. Non-Consumable Materials	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Non-Consumable Materials											
<b>Total Supplies and Materials Cost</b>											
6. Consultants (Type)	Days	Rate per Day	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>Total Consultants Cost</b>											
<b>7. Contracts and Sub-Grantees (List individually)</b>											
7a. Contracts	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Contracts											
7b. Sub-Grantees (List individually)	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds (CDBG)	Other Federal Share	State Share	Local Share (CDBG, SB5561, tSDCI)	Other: Subgrantees	Program Income
Grant and Loan Awards - Subgrantees TBD			\$5,814,000	\$2,470,000	\$874,000	\$200,000			\$874,000	\$2,470,000	
Subtotal - Sub-Grantees											
<b>Total Contracts and Sub-Grantees Cost</b>											

**Grant Application Detailed Budget Worksheet**

OMB Approval No. 2501-0017  
Expiration: 1/31/2026

Applicant Name: City of Albany											
8. Construction Costs											
8a. Administrative and legal expenses	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Environmental Review Studies			\$30,000	\$30,000							
Subtotal - Administrative and legal expenses			\$30,000	\$30,000							
8b. Land, structures, rights-of way, appraisal, etc	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Land, structures, rights-of way, ...											
8c. Relocation expenses and payments	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Relocation expenses and payments											
8d. Architectural and engineering fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Architectural and engineering fees											
8e. Other architectural and engineering fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Other architectural and engineering fees											
8f. Project inspection fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Project inspection fees											



**Grant Application Detailed Budget Worksheet**

OMB Approval No. 2501-0017  
Expiration: 1/31/2026

Applicant Name: City of Albany						Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
<b>8g. Site work</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Estimated Cost</b>	HUD Share	Applicant Match						
Subtotal - Site work											
<b>8h. Demolition and removal</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Estimated Cost</b>	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Demolition and removal											
<b>8i. Construction</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Estimated Cost</b>	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Construction											
<b>8j. Equipment</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Estimated Cost</b>	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Equipment											
<b>8k. Contingencies</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Estimated Cost</b>	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Contingencies											
<b>8l. Miscellaneous</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Estimated Cost</b>	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Miscellaneous											
<b>Total Construction Costs</b>											





Creating Housing Coalition  
PO Box 992  
Albany, OR 97321  
(541) 791-6341

September 9, 2024

**RE: Pathways to Removing Obstacles to Housing (Pro Housing) Grant**

Dear U.S. Department of Housing and Urban Development,

I am pleased to submit an Evidence of Partnership letter for the City of Albany for the Pathways to Removing Obstacles to Housing (PRO Housing) grant.

Creating Housing Coalition (CHC) was formed to provide basic affordable and attainable housing for unhoused residents. Our mission is *Building safe, community supported, self-governing housing that honors dignity and growth*. With financial support from the City of Albany (CDBG and one-time state funding), we just completed our first project, HUB City Village, a community of 27 tiny homes for unhoused and housing insecure residents. The community is a democratic co-op where the tenants oversee aspects of the community and will have a share in the ownership of the village.

CHC strongly supports the efforts of the City of Albany as they seek grant funding for Pathways to Removing Obstacles to Housing. This PRO Housing grant will provide critical funding to enable CHC to build more housing for extremely low-income residents. CHC's goal to replicate the tiny home community model to create two additional small home communities in Albany that offer permanent supportive housing for Albany's unhoused residents. Residents

CHC is committed to working with the City of Albany to ensure equitable access to high quality affordable housing for those most in need. I highly recommend the City of Albany and encourage support for this grant request.

Sincerely,

*Stacey Bartholomew*

Stacey Bartholomew, President

[www.creatinghousing.org](http://www.creatinghousing.org)



DEVELOPING THRIVING COMMUNITIES

September 13, 2024

**Re: Letter of Support for City of Albany Pathways to Removing Obstacles to Housing (PRO Housing) Grant**

To the U.S. Department of Housing and Urban Development,

It is my pleasure to submit an Evidence of Partnership letter for the City of Albany.

DevNW is an affordable housing developer—both rental and homes for ownership, and an asset building organization providing financial, rental and pre-purchase education and counseling, coupled with financial resources such as downpayment assistance. Our goal is to create generational wealth building by supporting many low- and moderate-income families to become first-time homebuyers.

DevNW has partnered with the City of Albany since 2017 as an annual recipient of Albany’s Community Development Block Grant (CDBG) funds to support an affordable housing rehabilitation revolving loan fund. More recently, we are looking to expand our affordable homeownership development to Albany. However, a key barrier is the cost of land and Albany’s lack of financial resources to provide a local match to leverage necessary state funding.

We applaud the commitment of the City of Albany to work towards supporting first-time homebuyers through partnerships with agencies like ours. Funds from this application will fill a critical gap in resources available in the City of Albany to spur the development of affordable homeownership opportunities.

Homeownership is the single greatest way that Americans build wealth. It helps to break the cycle of generational poverty and reduce the racial wealth gap. Kids succeed in school when they know their family has a safe, affordable place to call home, families are more engaged in their neighborhood and community, and employers can rely on a more stable workforce. We are thrilled to lend our support for this application.

Sincerely,

Emily Reiman, CEO

[devNW.org](http://devNW.org)





# FHDC

## Farmworker Housing Development Corporation

(503) 981-1618  
1274 Fifth St., Suite 1-A  
Woodburn, OR 97071

[www.fhdc.org](http://www.fhdc.org)

*“A Home Is Just the Beginning”*

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September 16, 2024

**RE: Pathways to Removing Obstacles to Housing (PRO Housing) Grant**

To the U.S. Department of Housing and Urban Development,

The Farmworker Housing Development Corporation (FHDC) is pleased to submit an Evidence of Partnership letter for the City of Albany’s PRO Housing 2024 grant application.

FHDC is a community-based non-profit housing development corporation formed in 1990 for the development of safe and affordable housing for low-income working families in Oregon’s Willamette Valley. FHDC has successfully built eleven culturally specific affordable housing communities in Oregon serving 1,500 residents. FHDC has been recognized statewide for its contributions to providing equitable, affordable, multilingual, and multicultural housing and supportive services.

FHDC’s next project, Colonia del Valle Prospero, will be in Albany. FHDC will construct 150 apartments and 12 homeownership opportunities over four phases. With the City of Albany’s partnership and financial commitments, FHDC secured funding from the state of Oregon to construct 50 units in Phase 1.

FHDC supports the efforts of the City of Albany and their commitment to remove obstacles to housing and their PRO Housing grant. This critical funding will support our work and allow us to bring much needed multicultural affordable housing to an under-resourced area of the state.

I highly recommend the City of Albany and encourage support of this grant request.

Sincerely,

Maria Elena Guerra, MPA  
Executive Director  
[mariaguerra@fhdc.org](mailto:mariaguerra@fhdc.org)



**PRO HOUSING CERTIFICATIONS FOR  
ENTITLEMENT LOCAL GOVERNMENT APPLICANTS**

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

**Affirmatively Further Fair Housing** --The jurisdiction will affirmatively further fair housing.

**Uniform Relocation Act and Anti-displacement and Relocation Plan** -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

**Anti-Lobbying** --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**Authority of Jurisdiction** -- The submission of the PRO Housing application is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

**Consistency with plan** --The housing activities to be undertaken with PRO Housing funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

**Section 3** -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

**Build America, Buy America (BABA)** -- It will comply with Title IX, Subpart A of the Infrastructure Investment and Jobs Act of 2021 (41 U.S.C. 8301 et seq.).

**Public Participation** – It is in full compliance with the PRO Housing streamlined public participation requirements found in Section VI.E of the PRO Housing NOFO.

**Community Development Plan** -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR parts 91 and 570.

**Following a Plan** -- It is following a current consolidated plan that has been approved by HUD.

**Use of Funds** -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with PRO Housing funds, it has developed its proposal so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The proposal may also include activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional PRO Housing Certification).
2. **Overall Benefit.** The aggregate use of PRO Housing funds shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons.
3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with PRO Housing funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if PRO Housing funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with PRO Housing funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than PRO Housing funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than PRO Housing funds if the jurisdiction certifies that it lacks PRO Housing funds to cover the assessment.

**Excessive Force** -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

**Compliance with Anti-discrimination laws** -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

**Lead-Based Paint** -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K and R; and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

**Compliance with RFRA** -- The grant will be conducted and administered in conformity with the requirements of the Religious Freedom Restoration Act (42 U.S.C. 2000bb) and 24 CFR 5.109, allowing the full and fair participation of faith-based entities.

**Environmental Review** -- It will comply with environmental review procedures and requirements at 24 CFR parts 50 and 58.

**Compliance with Laws** -- It will comply with applicable laws.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title





AN ORDINANCE CREATING ALBANY MUNICIPAL CODE (AMC) CHAPTER 14.30, STREET MAINTENANCE FEE

WHEREAS, the City of Albany is responsible for the maintenance, operation, and construction of improvements on streets under its jurisdiction; and

WHEREAS, regular maintenance of streets is cost-effective for the city and for its citizens because deteriorated streets are increasingly expensive to repair and maintain, cause increased wear on vehicles, and pose increased safety hazards to the public; and

WHEREAS, the condition of the City of Albany’s street network has been declining as demonstrated by engineering analysis to calculate the pavement condition index (PCI) conducted in 2016 and updated in 2021; and

WHEREAS, the City’s physical growth and development will continue to increase the number of miles of streets, sidewalks, bicycle facilities, and associated assets under its jurisdiction at the same time that the condition of the street network declines; and

WHEREAS, a well-maintained street network enhances the livability, property values, and economic vitality of the community; and

WHEREAS, funding to perform street maintenance and improvement projects has not kept pace with the demand for those projects and current funding is not adequate to properly maintain the City of Albany’s street network; and

WHEREAS, the Albany City Council finds that in order to properly maintain the City’s transportation system, it must be funded in a manner enabling on-going maintenance, operation, and improvement of the system; and

WHEREAS, the city council has reviewed options for generating revenue to maintain the City’s transportation system at a level the community expects; and

WHEREAS, the Street Maintenance Fee will be used to generate revenue for use in improving the condition of streets under the City’s jurisdiction and ancillary transportation improvements.

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

Section 1: Albany Municipal Code (AMC) Chapter 14.30, Street Maintenance Fee, is hereby created as follows:

**14.30.01, Title and Purpose**

This chapter shall be known and may be cited as the “Street Maintenance Fee Code of the City of Albany.” The purpose of this chapter is to establish a fee to fund the maintenance, operation, repair, preservation, reconstruction, administration, safety enhancements, and capital alteration of the City’s transportation system for all users, including vehicle lanes for all street classifications, pedestrian, bicycle, and other modes of travel.

**14.30.05, Definitions**

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) “City” means the City of Albany, a municipal corporation of the State of Oregon.
- (2) “City Manager” means the person chosen by the Albany City Council to meet the requirements of Section 22 of the Albany Charter or such person as may be designated by the City Manager to act in his/her name and capacity.

- (3) “Director” means the person designated by the City Manager to supervise the Public Works Department and who is charged with certain duties and responsibilities by this title, or the duly appointed representative.
- (4) “Developed property” means a lot or parcel, or portion thereof, of land within the corporate limits of the city of Albany on which an improvement exists or has been constructed. Improvement on developed property includes, but is not limited to, buildings, parking lots, outside storage, and other uses that connect to or impact the transportation system.
- (5) “Dwelling unit” means one or more habitable rooms that are occupied or intended or designed to be occupied by residents with housekeeping facilities for living, sleeping, cooking, and eating...
- (6) “Gross square footage” means the calculation of the area of all structures located on a site, measured along the exterior walls of such structures, and including, but not limited to, enclosed courtyards and stairwells, but not including fences and parking areas which are not enclosed within a building.
- (7) “Multi-unit” means more than one dwelling unit served by one water meter.
- (8) “Multi-dwelling unit” means residential property consisting of two or more separate dwelling units.
- (9) “Non-residential property” means property classified as non-residential property in the City’s utility billing system, including property with any use other than a residential use, including without limitation all commercial, industrial, mixed-use, school, hotel/motel, or other tourist accommodation uses, and properties with both residential and non-residential uses.
- (10) “Residential property” means property with one or more dwelling units, classified as residential in the City’s utility billing system, including accessory uses permitted under the Albany Development Code, and including single and multi-dwelling unit residential property but not including hotels, motels, and assisted living facilities.
- (11) “Responsible party” means the person or entity responsible for the utility bill or other person who has notified the City of their intent to be responsible for the Street Maintenance Fee for a property, and who is responsible for payment of charges.
- (12) “Single unit” means one dwelling unit served by one water meter.
- (13) “Trip generation” means the average number of vehicle trips, as determined by reference to the manual entitled, Trip Generation, published by the Institute of Transportation Engineers.

#### **14.30.010, Administration and rulemaking**

The Director shall administer and enforce the provisions of this chapter, have the authority to render written and oral interpretations, conduct audits, and to adopt administrative rules and procedures governing the administration, enforcement, and collection of the Street Maintenance Fee.

#### **14.30.015, Fee established**

A Street Maintenance Fee is hereby created and imposed on the owner, tenant, agent, or other responsible party of developed property in amounts set forth by City Council resolution. The fee shall be based on the developed property’s direct and indirect use of, or benefit derived from the use of, the City’s transportation system and is reasonably related to the cost of providing these services; it is not a property tax; and it is not subject to the limitation of Article XI, Section 11 of the Oregon constitution. The obligation to pay a Street Maintenance Fee arises when a person receives the direct or indirect benefit of the transportation system. The fee imposed under this chapter shall become due and payable from and after the effective date of this chapter and for property developed after the effective date of this chapter, from and after the date the property becomes developed. All monies received from the Street Maintenance Fee shall be deposited into the Street Fund.

#### **14.30.020, Fee amount and annual adjustments**

(1) The rate for the Street Maintenance Fee shall be established by City Council resolution and shall be applied to utility customer accounts by classification.

(2) Customer account classification shall be determined by the Director or the duly authorized representative. Any appeal of the Director’s determination shall be made in writing to the Director in

accordance with City policy. Any requests for review of the Director's appeal determination shall be made in writing to the City Manager. The City Manager's determination shall be final.

(3) The rate of the Street Maintenance Fee shall be adjusted annually for inflation as determined by the City Council.

(4) The rate, other charges, or any adjustments to the Transportation Fee shall be set by resolution of the City Council.

#### **14.30.025, Revenue**

(1) Revenue collected under this chapter shall be deposited into the City's Street Fund and must be used consistent with the purposes of that fund and this chapter.

(2) Street Maintenance Fee revenue may be used for any operations, administration, and maintenance work contracted for or performed by the City on the City's transportation system, consistent with the provisions of this chapter. The primary use of the funds shall be to perform maintenance of the city transportation system through pavement preservation and street reconstruction activities. Funding is also approved for ancillary improvements including bicycle and pedestrian improvements, striping, sidewalk and curb ramps meeting the requirements of the Americans with Disability Act (ADA).

(3) It is not necessary that the expenditures of the Street Maintenance Fee revenues specifically relate to the parcel or property from which the fees are collected.

#### **14.30.030, Billing, due date, and delinquency**

(1) The Street Maintenance Fee shall be billed to and collected from the responsible party, owner, tenant, agent, or other authorized representative responsible for a developed property as defined within this chapter.

(2) The Street Maintenance Fee shall be included and separately identified in a utility billing statement for a developed property account and shall be due and payable on the same schedule as that set forth in the statement. Payments for a Street Maintenance Fee through the utility billing statement shall be applied in a priority as established by the Director.

(3) Unless another person has agreed in writing to pay all or a portion of the Street Maintenance Fee, and a copy of that writing is filed with the Director, the responsible party shall pay the Street Maintenance Fee and all other applicable charges, including any administrative fees.

(4) Delinquent accounts shall be subject to the provisions for delinquency as established by City Council resolution. No lien will attach to the property in the event of nonpayment of the Street Maintenance Fee. The City may proceed to collect delinquent charges in any other manner provided by law.

#### **14.30.035, Adjustments, back-billing, credits, and refunds**

The City may make adjustments, back-bill, pay refunds, or waive fees and charges in accordance with City Council policy. If no Council policy exists, the City may make adjustments where it is deemed necessary on a case-by-case basis as determined by the Director for the proper conduct of the administration of the Street Maintenance Fee. A full explanation of the reason for the adjustment or refund must be filed for the record and, subject to Oregon public records law, will be made available upon request. Refunds are to be made to the party that made the payment.

#### **14.30.040, Exemptions and discounts**

Single dwelling unit residential customers who have been approved through the City's Low Income Assistance Program shall pay a discounted Street Maintenance Fee in accordance with the effective City Council low-income assistance program resolution.

#### **14.30.045, Falsification**

No person shall knowingly make any false statement, representation, or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to this chapter.

**14.30.050, Civil penalties**

Any person who is found to have violated an order of the Director, or who willfully or negligently failed to comply with any provision of this chapter, and the orders, rules, and regulations issued hereunder, shall forfeit and pay not more than \$1,000.00 for each offense as determined by the Hearings Officer. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offence.

**14.30.055, Violations**

Violation of any provision of this chapter, in addition to any civil penalties, shall be an infraction.

Passed by the Council: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_

Effective Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager *PT 9/18*

FROM: Chris LaBelle, Fire Chief *CL*

DATE: September 13, 2024, for the September 25, 2024, City Council Meeting

**SUBJECT:** Exemption from Competitive Bidding and Sole-Source Procurement of Fire Alerting System  
 Relates to Strategic Plan theme: A Safe City; An Effective Government

**Action Requested:**

Staff recommends City Council, acting as the local contract review board, adopt the attached Resolution (Attachment 1) that will:

- 1) Adopt written findings to support an exemption from competitive bidding and use a Sole-source Procurement for the Fire Department to procure G2 Phoenix Digital Alerting System from US Digital Designs (USDD) by Honeywell; and
- 2) Authorize the Fire Chief to negotiate, award, and execute a Sole-source contract with Honeywell in Tempe, Arizona for an initial term of five years, with an option to extend the contract multiple terms, to provide the G2 Voicealert, controller, and peripheral components with warranty for all fire stations.

**Discussion:**

The Albany Fire Department currently utilizes Motorola pager equipment that is tied into a Bogen amplifier in all fire stations to connect to Linn County Sheriff Office (LCSO) for dispatching. The current system has been in use for almost 40 years and has reached end of support and end of warranty. The current system does not include any redundancy in the event of failure and poses a risk to the public in terms of a delayed response.

For consistency, efficiency, and ease of integration, staff would like to purchase the G2 Phoenix Fire Station Alerting System from US Digital Designs (USDD) by Honeywell. This system is fully compatible with existing infrastructure currently used by both Linn and Benton County Sheriff's Office dispatching centers, who are the primary and secondary Public Safety Answering Points (PSAPs) for Albany Fire and fire agencies in Linn County. Existing G2 servers are already in place at those locations in preparation for implementation by surrounding fire agencies, resulting in a cost savings to the City of Albany by using that server in lieu of purchasing one. The G2 system also incorporates specialized features including soft tones, digital displays, and digital voice dispatch that have been shown to be safer and more effective for firefighter/EMTs to respond to.

After awarding the contract, USDD Honeywell will take three to four weeks to deliver the system components. However, the City will conduct a competitive process for the installation of the G2 Phoenix Digital Alerting System at all stations by a G2 Phoenix trained and certified technician.

Oregon Revised Statutes (ORS) 279B.075 and Oregon Administrative Rules (OAR) 137-047-0275 define the requirements allowing a Sole-source Procurement and require the local contract review board to approve the award of contract after the determination that the goods or services are available from only one source and based on the written findings that may include the following:

1. That the efficient utilization of existing goods requires acquiring compatible goods or services;
2. That the goods or services required to exchange software or data with other public or private agencies are available from only one source;
3. That the goods or services are for use in a pilot or experimental project; or
4. Other findings that support the conclusion that the goods or services are available from only one source.

Staff has reviewed the requirements and outlined the findings to support a Sole-source Procurement below.

1. The City must use the G2 Phoenix System to ensure compatibility with the existing infrastructure used by both the Linn and Benton County Sheriff's Office dispatching centers. These centers are the primary and secondary Public Safety Answering Points (PSAPs) for Albany Fire and fire agencies in Linn County.
2. USDD Honeywell is the sole provider of the technology required for the efficient upgrade of Albany Fire Department's alerting system.
3. The G2 Phoenix System for fire station alerting and use by the Albany Fire Department aligns with the City's strategic plan for a Safe City (Goals 1 & 2) and is in the City's best interest.

Public notice of the approval of a Sole-source Procurement must be given at least seven days before award of the contract and affected persons may protest the request. Public notice of this request will be made in accordance with state purchasing requirements and a contract will be negotiated to obtain contract terms that are advantageous to the City.

The attached resolution authorizes the use of a Sole-source Procurement process after adopting the findings needed to satisfy City and State purchasing requirements.

**Budget Impact:**

The total costs for the system at all five stations is \$154,649. Subscription fees for warranty services for five years is \$53,577. The total for the five-year contract term will be \$208,226. There are adequate funds in the department's current biennial budget to cover the cost (20325807-700000).

CL:rb

Attachment 1 – Resolution



## RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE ALBANY CITY COUNCIL, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, WAIVING COMPETITIVE BIDDING AND AWARDING A SOLE-SOURCE CONTRACT TO US DIGITAL DESIGNS (USDD) BY HONEYWELL TO PROVIDE A G2 PHOENIX DIGITAL ALERTING SYSTEM; AND AUTHORIZING THE FIRE CHIEF TO AWARD AND EXECUTE A CONTRACT WITH US DIGITAL DESIGNS BY HONEYWELL TO PROVIDE A G2 PHOENIX DIGITAL ALERTING SYSTEM

WHEREAS, Oregon Revised Statutes (ORS) 279B.075, and Oregon Administrative Rules (OAR) 137-047-0275 allow the city council, acting as the local contract review board, to award a contract for goods and services without any competition by Sole-source Procurement if it is determined that the goods or services are available from one source; and

WHEREAS, such authorization must be based on written findings submitted by the department seeking the exemption that describe the circumstances to support the use of the Sole-source Procurement as defined in ORS 279B.075; and

WHEREAS, the current system has been in place for almost 40 years, and has reached end of life and end of warranty; and

WHEREAS, the G2 Phoenix Fire Station Alerting System is fully compatible with existing infrastructure currently used by both Linn and Benton County Sheriff's Office dispatching centers, who are the primary and secondary Public Safety Answering Points (PSAPs) for Albany Fire and fire agencies in Linn County; and

WHEREAS, the G2 System incorporates specialized features that have been shown to be safer and more effective for firefighter/EMTs to respond to; and

WHEREAS, this system aligns with the City's strategic plans for a Safe City; and

WHEREAS, it is in the City's best interest to upgrade its alerting system.

NOW, THEREFORE, BE IT RESOLVED THAT THE ALBANY CITY COUNCIL, ACTING AS THE LOCAL CONTRACT REVIEW BOARD:

SECTION 1. Adopts the following findings:

1. The City must use the G2 Phoenix system to ensure compatibility with the existing infrastructure used by both the Linn and Benton County Sheriff's Office dispatching centers. These centers are the primary and secondary Public Safety Answering Points (PSAPs) for Albany Fire and fire agencies in Linn County.
2. USDD Honeywell is the sole provider of the technology required for the efficient upgrade of Albany Fire Department's alerting system.
3. The G2 Phoenix System for fire station alerting and use by the Albany Fire Department aligns with the City's strategic plan for a Safe City (Goals 1 & 2) and is in the City's best interest.

SECTION 2. Notwithstanding the provisions of Albany Municipal Code Section 2.66.060, the fire chief is authorized and directed to use a Sole-source Procurement method to procure G2 Phoenix Digital Alerting System.

SECTION 3. The fire chief is hereby directed to negotiate, award, and execute a Sole-source contract with US Digital Designs by Honeywell to provide a G2 Phoenix Digital Alerting System for an initial term of five years, with optional contract extensions, after the City has given public notice for seven days of its intent to award a contract, per OAR 137-047-0275 and ORS 279B.075.

DATED AND EFFECTIVE THIS 25<sup>TH</sup> DAY OF SEPTEMBER 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk





# MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager

BB 9/18

FROM: Sean Park, IT Director

DATE: September 13, 2024, for the September 25, 2024, City Council Meeting

**SUBJECT:** Exemption from Competitive Bidding and Sole-source Procurement of Document Management System Support

Relates to Strategic Plan theme: An Effective Government

## Action Requested:

Staff recommends City Council, acting as the local contract review board, adopt the attached Resolution (Attachment 1) that will:

- 1) Adopt written findings to support an exemption from competitive bidding and use a Sole-source Procurement for the IT Department to procure Laserfiche document management system licensing, support, and update services from Cities Digital, Inc., DBA CDI; and
- 2) Authorize the IT Director to negotiate, award, and execute a Sole-source contract with Cities Digital, Inc., DBA CDI in Hudson, Wisconsin, for an initial term of five years, with the option of multiple extensions.

## Discussion:

Laserfiche is an industry-standard municipal document management system providing central file storage, archiving, retention management, and automated business workflow processes for all City departments. The City implemented Laserfiche in 1997 and entered into a Laserfiche licensing, support, and update agreement with VPCI at that time. Later, VPCI was acquired by CDI. Since then, CDI has provided excellent software support services to the City.

Switching from CDI to a new vendor would result in increased staff workload and costs. CDI has extensive, long-standing knowledge of City systems and processes since 2014. Transferring this knowledge to a new vendor would require significant time and effort from staff. Documentation, hands-on training, and regular consultations would be needed for the new vendor to become fully acquainted. This could lead to slower response times and less effective problem resolution during the transition period, negatively impacting City operations. As a result of the acquisition, a contract with CDI for continued Laserfiche licensing, updates, and support is needed.

Oregon Revised Statutes (ORS) 279B.075 and Oregon Administrative Rules (OAR) 137-047-0275 define the requirements allowing a Sole-source Procurement and require the local contract review board to approve the award of contract after the determination that the goods or services are available from only one source and based on the written findings that may include the following:

1. That the efficient utilization of existing goods requires acquiring compatible goods or services;
2. That the goods or services required to exchange software or data with other public or private agencies are available from only one source;

[albanyoregon.gov](http://albanyoregon.gov)



3. That the goods or services are for use in a pilot or experimental project; or
4. Other findings that support the conclusion that the goods or services are available from only one source.

Staff has reviewed the requirements and outlined the findings to support a Sole-source Procurement below.

1. Continued procurement of Laserfiche services will achieve uninterrupted document management services, efficient utilization of the existing document management platform and processes and ensures compatibility with the existing infrastructure and database currently used citywide for archival record-keeping.
2. Procurement of Laserfiche licensing, support, and update services from Cities Digital, Inc., DBA CDI is cost effective, aligns with the City’s strategic plan, and is in the City’s best interest.

Public notice of the approval of a Sole-source Procurement must be given at least seven days before award of the contract and affected persons may protest the request. Public notice of this request will be made in accordance with state purchasing requirements and a contract will be negotiated to obtain contract terms that are advantageous to the City.

The attached resolution authorizes the use of a Sole-source Procurement process after adopting the findings needed to satisfy City and State purchasing requirements.

**Budget Impact:**

The five-year cost for the current 163 licenses is \$207,700 and is currently budgeted and will be paid from the IT Program (70113001-602300). The year-to-year cost breakdown is provided below and reflects a three percent annual increase.

2024	\$39,100
2025	\$40,300
2026	\$41,500
2027	\$42,800
2028	\$44,000

SP:dm

Attachment 1 – Resolution



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE ALBANY CITY COUNCIL, ACTING AS THE LOCAL CONTRACT REVIEW BOARD, WAIVING COMPETITIVE BIDDING AND AWARDING A SOLE-SOURCE CONTRACT TO CITIES DIGITAL INC., DBA CDI FOR PROVIDING DOCUMENT MANAGEMENT SYSTEM LICENSING, SUPPORT, AND UPDATE SERVICES; AND AUTHORIZING THE IT DIRECTOR TO NEGOTIATE, AWARD AND EXECUTE A CONTRACT WITH CITIES DIGITAL, INC., DBA CDI TO PROCURE DOCUMENT MANAGEMENT SYSTEM LICENSING, SUPPORT, AND UPDATE SERVICES

WHEREAS, Oregon Revised Statutes 279B.075, and Oregon Administrative Rules (OAR 137-047-0275) allow the city council, acting as the local contract review board, to award a contract for goods and services without competition by Sole-source Procurement if it is determined that the goods or services are available from only one source; and

WHEREAS, such authorization must be based on written findings submitted by the department seeking the exemption that describe the circumstances to support the use of the Sole-source Procurement as defined in ORS 279B.075; and

WHEREAS, Laserfiche, the current citywide document management system, was implemented in 1997; and

WHEREAS, the City entered into an original agreement with VPCI for Laserfiche licensing, support, and update services in 1997; and

WHEREAS, VPCI was acquired through a merger with Cities Digital, Inc., DBA CDI; and

WHEREAS, CDI has extensive, long-standing knowledge of City systems and processes; and

WHEREAS, switching to another Laserfiche licensing, support, and update services provider would result in increased staff workload and costs and could lead to slower response times and less effective problem resolution, negatively impacting City operations; and

WHEREAS, for the efficient utilization of the existing document management system it is in the City's best interest to continue using the Laserfiche licensing, support, and update services provided by the sole-source provider, Cities Digital, Inc., DBA CDI.

NOW, THEREFORE, BE IT RESOLVED THAT THE ALBANY CITY COUNCIL, ACTING AS THE LOCAL CONTRACT REVIEW BOARD:

SECTION 1. Adopts the following findings:

1. Continued procurement of Laserfiche services will achieve uninterrupted document management services, efficient utilization of the existing document management platform and processes and ensures compatibility with the existing infrastructure and database currently used citywide for archival record-keeping.
2. Procurement of Laserfiche licensing, support, and update services from Cities Digital, Inc., DBA CDI is cost effective, aligns with the City's strategic plan, and is in the City's best interest.

SECTION 2. Notwithstanding the provisions of Albany Municipal Code Section 2.66.060, the Information Technology Director is authorized and directed to use a Sole-source Procurement method to procure Laserfiche licensing, support, and update services.

SECTION 3. The Information Technology Director is hereby directed to negotiate, award, and execute a Sole-source contract with Cities Digital, Inc., DBA CDI for Laserfiche licensing, support, and update services for a term of five years, with the option of contract extensions, after the City has given public notice for seven days of its intent to award a contract, per OAR 137-047-0275 and ORS 279B.075.

DATED AND EFFECTIVE THIS 25TH DAY OF SEPTEMBER 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



# MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager

*PT 9/18*

FROM: Kinzi McIntosh, Central Services Support Specialist *KM*

DATE: September 12, 2024, for the September 25, 2024, City Council Meeting

**SUBJECT:** Appointment to Citizen Advisory Groups

Relates to Strategic Plan theme: An Effective Government

**Action Requested:**

Council ratification of the following appointment to the Human Relations Commission:

Tami Cockeram, Ward 3 (Councilor Smith's appointment to fill a vacancy; term expires 12/31/24)

**Discussion:**

Mayor and councilor appointments for any remaining vacancies on the City's citizen advisory groups will be submitted for approval at subsequent city council meetings.

**Budget Impact:**

None.

KM

Attachment





# Citizen Advisory Group Application

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Applying To Human Relations Commission

Received August 15, 2024

Name Tami (Tami) Cockeram

In City Limits? Yes (Ward 3)

---

Are you currently employed? Retired

---

List current or most recent occupation, business, trade, profession, or area of study:

25 years in local government at Washington County and City of Hillsboro

Please summarize what qualifications and experience you have that would apply to this position:

President of the Human Rights Council of Washington County  
Board member of Centro Cultural in Cornelius, OR  
Facilitator, program development, and instructor for DEI programs within city government  
Co-Chair of the Northwest Public Employees Diversity Conference  
ADA Coordinator for City of Hillsboro  
Represented the City of Hillsboro on the Leading with Race; Research Justice in Washington County project which was led by the Coalition of Communities of Color.  
Oversaw the City of Hillsboro DEI committee  
Board member of CHANCE Recovery

The majority of my career was in the area of Risk Management. DEI has been a part of my job from the beginning. The last three years of my career was as the Community Services Manager; a newly created position. It allowed me to help the city navigate its role in homelessness and affordable housing. Since these are not traditional roles for city government (except larger cities) Hillsboro knew it would need to participate as its city grew.

Hillsboro is also a very diverse community with over 40% of the population identifying as non-white. How do we bridge the gap between traditional city government and communities who historically may not have experienced government with positive interactions, or no interactions at all. Building trust and creating intentional space in bridging that gap was key in bringing communities together. This takes time, consistency, and dedication.

Fortunately, this work is my passion, and I would be honored to be a part of this work in my new city which I am falling in love with.

Thank you for your consideration.

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

See above

How many Human Relations Commission meetings have you attended/viewed?

None

What is your understanding of the role of a Human Relations Commission member and what contributions do you hope to make to the commission?

I understand the commission to be a conduit between the community and the City, providing input and observations on issues and needs within the underrepresented community at large.

I think with my experience as a city staff member who worked in community connecting, that I can offer some insight and ideas based on what worked for Hillsboro (both community and city), and things that didn't go so well.

As part of its mission, the Human Relations Commission strives to reach out to the Albany community. Please describe your affiliations within the community that may aid the commission in this mission.

I've not lived in Albany for long, but I have been out in community trying to meet as many people and organizations as possible. Before coming to Albany, I resided in Lebanon for 4 years but spent much of my time here in Albany. Before Lebanon, I lived in the Portland area since 1981.

I love nothing more than getting out there and meeting people and developing relationships. I also enjoy bringing people together for honest conversations in safe space, building trust and connections.

Why are diversity, equity, and inclusion important to the community?

It allows a community to grow in a way that is rich in thought, in understanding, in knowledge, in living together, in providing equitable opportunity and spaces, and it is necessary for our growth. A person is not one thing. A community is not one person. We must grow together.

Have you reviewed the meeting schedule for this commission and can you commit to regular meeting attendance?

Yes

I have read and understand the following: Members receive notice of meetings via email. Agendas and communications regarding the group are sent out via email. When unable to attend in person, meetings may be attended virtually via Zoom Videoconferencing. Absenteeism (excused and unexcused) or non-preparation for meetings could result in removal.

Yes

If there are currently no vacancies for this commission, would you like your application kept on file for the remainder of this recruitment period?

Yes

How did you hear about this opportunity? If from social media, please specify which site.

Councilor Smith





**MINUTES**

Monday, July 22, 2024

Work Session

Council Chambers, City Hall

Approved: DRAFT

Call to Order

**4:00 p.m.**

Mayor Alex Johnson II called the meeting to order at 4:00 p.m.

Roll Call

Councilors present: Mayor Alex Johnson II and Councilors Steph Newton-Azorr, Jackie Montague, Ray Kopczynski, Ramycia McGhee, and Marilyn Smith

Councilors absent: Matilda Novak (excused)

Business from the Public

**4:00 p.m.**

None

Street Maintenance Public Opinion Research

**4:00 p.m.**

City Engineer Staci Belcastro gave an overview of where the conversation around street maintenance left off. Aubrie Koenig and Clark Worth from Consor and John Horvick with DHM Research presented slides\* detailing the results of the public opinion research contracted by the city.

Councilors discussed the information presented by the consultants and discussed implementing a street maintenance fee, the feasibility of bond measures and a gas tax, and how to fairly charge electric vehicle users for their use of the roads.

Camping and Shelter Ordinances

**4:34 p.m.**

Code Compliance Officer Kris Schendel introduced the ordinances and he and Community Development Director Matthew Ruetters answered clarifying questions from councilors. Councilor Jackie Montague expressed concern over the term “reasonable” and who would determine what is reasonable. Emma Deane, executive director of C.H.A.N.C.E., Jon Phelps, Stacey Bartholomew, executive director of Creating Housing Coalition, and Diana with the Community Outreach Assistance Team (COAT) shared their experiences with Marvin’s Garden and perspectives on the proposed ordinances.

Deane said her staff did not feel safe going to Marvin’s Garden and Diana said that when City police officers would show up during COAT’s harm reduction time, residents would refuse services. Schendel took changes suggested by Montague and said he would implement them for the ordinance’s first reading at the July 24, 2024, council meeting.

Business from the Council

**5:29 p.m.**

Councilors and the mayor reported on recent and upcoming events.

Schendel responded to questions from Councilor Marilyn Smith regarding secondhand smoke concerns of a constituent. Councilor Ray Kopczynski gave councilors copies of the book *On Bullshit* by Harry G. Frankfurt.



Johnson II asked that the council receive an update about court cases that the League of Oregon Cities (LOC) is tracking.

City Manager Report

**5:41 p.m.**

Troedsson said councilors would receive ballots in their inboxes to vote on LOC lobbying priorities. Troedsson gave updates about the current burn ban and the upcoming start date of the new deputy city manager. Fire Chief Chris LaBelle spoke about current measures the City is taking to mitigate the early fire season, and Police Captain Jerry Drum spoke about how often the Police Department responds to Marvin's Garden.

City Attorney Sean Kidd spoke about upcoming changes due to the implementation of HB 4002 (2024) and the City's constraints related to bonded debt that are currently being litigated.

ADJOURNMENT

There being no other business, the meeting was adjourned at 5:51 p.m.

Respectfully submitted,

Reviewed by,

Gabe Shepherd  
Deputy City Clerk

Peter Troedsson  
City Manager

*\*Documents discussed at the meeting that are not in the agenda packet are archived in the record. Documents from staff are posted to the website after the meeting. Documents submitted by the public are available by emailing [cityclerk@albanyoregon.gov](mailto:cityclerk@albanyoregon.gov).*



## MINUTES

Wednesday, July 24, 2024  
Meeting  
Council Chambers, City Hall

Approved: DRAFT

### Call to Order and Pledge of Allegiance

Mayor Alex Johnson II called the meeting to order at 6:00 p.m. The mayor led the pledge of allegiance.

### Roll Call

Councilors present: Mayor Alex Johnson II and Councilors Matilda Novak, Steph Newton Azorr, Ray Kopczynski, Jackie Montague, Marilyn Smith, and Ramycia McGhee

Councilors absent: None

### Special Presentations

**6:01 p.m.**

#### Festival Latino

Ana Ojeda Duffy, speaking on behalf of the Hispanic Advisory Committee, said the Festival was first held in 1997. Festival Latino is held for all of Albany, not just the Latino community.

#### Oregon Cascades West Council of Governments (OCWCOG) annual report

**6:05 p.m.**

Ryan Vogt, executive director of OCWCOG said they recently hired their first grant writer who has already helped them to receive two large grants for highway safety planning. Moving towards more coordination, the boards of the OCWCOG and their sister agency Community Services Consortium (CSC) have agreed to work under a single executive director.

Director of Senior and Disabled Services Randy Moore described the services provided by the agency. The Meals on Wheels program provided 75,000 meals last year in Albany alone. Adult Protective Services responded to 266 calls in Albany in the last six months.

### Business from the Public

**6:17 p.m.**

Allyson Dean said she is concerned about "inaction" on Lee Greenwood's comments at the July 4 River Rhythms concert. She suggested that the City form a citizen advisory board representing different Albany communities to help choose future performers.

Robert Springer said he lives across from the Meadows Apartments. Residents of the apartments smoke on the sidewalk and the smoke invades his and other neighbors' houses. He would like the City to ban smoking in public.

Raj Johal said he wants to open a cannabis store, but his property is not zoned to allow cannabis sales. He asked how to get the zoning changed.

Sarah Whiteside spoke against Greenwood's comments. She agrees that there should be a community body of diverse voices to approve proposed concert performers.

Viyanna Langager spoke about her experiences helping people who have “fallen through the cracks” and are homeless.

Carol Davies, outreach program director of Community Outreach Action Team (COAT) said the problems existing with Marvin’s Garden could be solved if an organization was in charge. Those who live there are not eligible to go to shelters.

First Reading of Ordinances

**6:36 p.m.**

Camping and Shelter Ordinances

- 1) Amend AMC 7.20, Camping Regulations

City Attorney Sean Kidd read the ordinance for the first time in title only.

MOTION: Councilor Marilyn Smith moved to have the ordinance read a second time in title only. Councilor Ray Kopczynski seconded the motion. The motion failed 0-6. The ordinance will come back to the council on August 7 for an automatic second reading.

- 2) Add AMC 8.06, Temporary Emergency Shelters

City Attorney Sean Kidd read the ordinance for the first time in title only.

MOTION: Kopczynski moved to have the ordinance read a second time in title only. Smith seconded the motion.

Kidd read the ordinance a second time in title only.

MOTION: Smith moved to adopt the ordinance. Councilor Jackie Montague seconded the motion, which passed 6-0 and was designated Ordinance No. 6046.

Councilor Matilda Novak said she had questions. Her questions were related to the next ordinance on the agenda

- 3) Add AMC 8.07, Emergency Transitional Housing

Kidd read the ordinance for the first time in title only.

MOTION: Kopczynski moved to have the ordinance read a second time in title only. Smith seconded the motion. The motion passed 6-0.

Kidd read the ordinance a second time in title only.

Novak asked for several clarifications of meaning in the ordinance. Code Compliance Officer Kris Schendel explained. The emergency shelters would not be run by the City. This ordinance allows certain types of organizations to run them. “Fees charged by the council” are fees to review proposed shelters.

Novak asked whether the language in the ordinance adopting 8.06 means that a temporary emergency shelter could be built on land in North Albany zoned Rural Residential. Director of Community Development Matthew Ruettgers said yes, this is a state requirement.

MOTION: Montague moved to adopt the ordinance. Kopczynski seconded the motion, which passed 6-0 and was designated Ordinance No. 6047.

- 4) Add AMC 8.08, Conversions for Emergency Shelters or Affordable Housing  
Kidd read the ordinance for the first time in title only.

MOTION: Smith moved to have the ordinance read a second time in title only. Kopczynski seconded the motion. The motion passed 6-0.

Kidd read the ordinance a second time in title only.

Kopczynski said Schendel has done a great job wading through state regulations and tuning the City's language to them.

MOTION: Montague moved to adopt the ordinance. Smith seconded the motion, which passed 6-0 and was designated Ordinance No. 6048.

Adoption of Consent Agenda

**p.m.**

- a. Appointments
  - 1) Appointing Eduardo (JR) Beroncal to the Airport Commission
  - 2) Appointing Wanda Buck to the Arts Commission
- b. Recommendations to OLCC
  - 1) Approve additional annual liquor license renewals
  - 2) Approve full on-premises, liquor license application for New RCI Holdings Inc, dba Regal Albany
- c. Adoption of resolutions
  - 1) Acceptance of Statewide and Local Cybersecurity Grant Program (SLGCP) Grant

RES NO. 7350

MOTION: Councilor Ramycia McGhee moved to adopt the consent agenda as presented. Smith seconded the motion, and it passed 6-0.

Staff Report

**7:03 p.m.**

Tax Increment Financing feasibility study

Economic Development Manager Sophie Adams said the cost of the feasibility study was covered by grant funds. She described the study.

Nick Popanuk of Tiberius Solutions presented the report. He explained how tax increment financing (urban renewal) works and showed the boundaries of the proposed district. Adams explained why the proposed boundaries were chosen. Nick showed slides\* and used the tables and graphs to draw a financial picture of the life of the district.

Montague asked for a copy of the findings. Adams will provide copies.

Business from the Council

**7:31 p.m.**

McGhee said she agrees that there should be a committee to review potential concert performers. She also said Johnson II's statement about Greenwood's comments should be more accessible to the public.

Councilor Steph Newton Azorr said the U. S. Constitution protects freedom of speech, but a person can be held accountable for what they say when under contract. She agrees with the idea of a community

group to be involved in selecting concert performers and suggests using the Human Relations Commission (HRC).

Montague condemned Greenwood's speech and said free speech is not free from consequences.

Smith said Greenwood's statements are a proven lie. She said expanding the HRC's duties to include suggestions of potential performers is a good idea.

Johnson II said he will work with the communications and engagement officer to make his statement more visible.

City Manager Report

**7:52 p.m.**

City Manager Peter Troedsson said that in Albany, marijuana shops are not allowed within 300 feet of a residential area. He also said Parks and Recreation is working on a code of conduct to be included in future performers' contracts. He clarified that the River Rhythms series is not paid for with taxpayer money, as was stated earlier in the meeting. It's funded largely by local sponsors.

Next Meeting Dates

Monday, August 5, 2024; 4:00 p.m. work session

Wednesday, August 7, 2024; 6:00 p.m. meeting

ADJOURNMENT

There being no other business, the meeting was adjourned at 7:54 p.m.

Respectfully submitted,

Reviewed by,

Allison Liesse  
City Clerk

Peter Troedsson  
City Manager

*\*Documents discussed at the meeting that are not in the agenda packet are archived in the record. Documents from staff are posted to the website after the meeting. Documents submitted by the public are available by emailing [cityclerk@albanyoregon.org](mailto:cityclerk@albanyoregon.org).*



## MINUTES

Monday, August 5, 2024  
Work Session  
Council Chambers, City Hall

Approved: DRAFT

### Call to Order

Mayor Alex Johnson II called the meeting to order at 4:00 p.m.

### Roll Call

Councilors present: Mayor Alex Johnson II and Councilors Matilda Novak, Steph Newton Azorr, Ray Kopczynski, Jackie Montague, Marilyn Smith, and Ramycia McGhee (virtual)

Councilors absent: None

### Business from the Public

None.

### Housing Policy Options

**4:01 p.m.**

Comprehensive Planning Manager Anne Catlin introduced Brendan Buckley, of Johnson Economics, who used slides\* to present three strategies that can be used to develop affordable housing or “needed” housing:

- Using surplus land
- Tax abatement
- Construction excise tax

Buckley said the City is using or has used both of the first two strategies. He said a construction excise tax is a tax on new construction based on its permit valuation. The proceeds are placed in a fund to be used for affordable housing. Buckley showed a table of estimated proceeds at different rates.

Community Development staff is asking for direction to develop some or all of the tools. Councilor Marilyn Smith said the least attractive choice is use of surplus land. She doesn’t want to add this consideration to the current surplus land process. She also would prefer to direct excise tax proceeds solely to affordable housing.

Councilor Matilda Novak said she agrees with both of Smith’s statements. She would like to limit the excise tax proceeds to non-profit developers only.

Councilor Steph Newton Azorr asked how people can get involved in proposed focus groups? Catlin said staff is sending emails to a list of interested people and using social media.

Councilor Jackie Montague said there is value in inventorying surplus property, and she would like to see it done. She wants to use both a tax abatement and a multi-unit property tax exemption (MUPT) to capture as much revenue as possible as soon as possible.

Smith said she would like to include for-profit developers who build affordable housing in the construction excise tax program. A 60-year period of affordability applies to all developers who receive state funding.

Councilor Ray Kopczynski said he likes having “a quiver” of programs. He asked if staff has enough time to keep all of them going. Catlin said it’s important to make the time. The state is requiring affordable housing performance. Part of the excise tax proceeds can be used to administer the program.

Councilor Ramycia McGhee said she thinks the public engagement timeline may be ambitious. She asked about the meaning of the word “subsidize” in this context.

Johnson II asked staff to share some of the public comment with the council. Catlin said they will report back to the council in September.

Pacific Power Conversion Agreement

**4:57 p.m.**

Director of Community Development Matthew Ruetters said the waterfront project is required to put utilities underground. Because the project required a land-use application, the City must follow the same rules as a private developer, PacifiCorp will do the undergrounding work, but the City’s franchise agreement provides the option for PacifiCorp to recover its costs from ratepayers. The City negotiated the proposed agreement to extend the recovery period to two years, to cushion the impact on ratepayers.

Novak expressed concern because PacifiCorp rates are going up and they can charge ratepayers these costs as well. Ruetters said the City’s options are limited to extending the payback period.

Newton Azorr asked if CARA funds could be used to offset the charges. Ruetters said it’s possible, but we don’t know yet what CARA’s maximum indebtedness is. When we have that information, we may be able to buy down the interest rate.

Novak asked if \$550,000 could be transferred from Economic Development in the supplemental budget. Ruetters said he would have to look at the budget. He said \$550,000 would not make much difference in the interest rate.

Montague said the only control we have is to spread the payment over two years instead of one. This sounds like the best option we have now.

Novak asked, what if we just don’t underground the utilities? Ruetters said that would set a bad precedent by exempting the City from standards other developers have to meet.

Smith said not doing it is not an option. McGhee agreed. Kopczynski said the whole key to urban renewal has been infrastructure.

MOTION: Montague moved to approve the agreement. Smith seconded the motion, and it passed 5-1, with Novak voting against.

League of Oregon Cities Legislative Priorities

**5:20 p.m.**

City Manager Peter Troedsson showed slides\* of the council’s chosen priorities. He will send the list to the League of Oregon Cities for their consideration.

Johnson II asked Troedsson to forward to the council information he (Johnson II) had sent to him (Troedsson).

Business from the Council

**5:26 p.m.**

Novak asked if there are Economic Development funds in the supplemental budget that could be directed to Sybaris Bistro. Troedsson said without an established program, the City cannot give out funds.

Montague expressed disappointment about the closure of Marvin's Garden. She asked if the HEART board would consider whether it could be reestablished.

Smith said she will talk to the HEART board.

Newton Azorr also expressed disappointment over Marvin's Garden. She asked if the City is in compliance with HB 3115. City Attorney Sean Kidd said the City was never required to designate a space for camping, and most cities in the area did not. Marvin's Garden worked well for several months, but the people who needed the place were pushed out by others.

Newton Azorr asked for statistics on assaults on police officers by unhoused people. She asked how other organizations feel about the camp site closing.

Troedsson said CHANCE and other organizations are in favor of closing it. It was never a program, just an alternate to camping in the public right-of-way. It became a concentrated area for crime.

City Manager Report

**5:44 p.m.**

Troedsson welcomed new Deputy City Manager Kayla Barber-Perotta.

ADJOURNMENT

There being no other business, the meeting was adjourned at 5:45 p.m.

Respectfully submitted,

Reviewed by,

Allison Liesse  
City Clerk

Peter Troedsson  
City Manager

*\*Documents discussed at the meeting that are not in the agenda packet are archived in the record. Documents from staff are posted to the website after the meeting. Documents submitted by the public are available by emailing [cityclerk@albanyoregon.org](mailto:cityclerk@albanyoregon.org).*





## MINUTES

Wednesday, August 7, 2024

Meeting

Council Chambers, City Hall

Approved: DRAFT

### Call to Order and pledge of allegiance

**6:00 p.m.**

Mayor Alex Johnson II called the meeting to order at 6:00 p.m. The mayor led the pledge of allegiance.

### Roll Call

Councilors present: Mayor Alex Johnson II and Councilors Steph Newton-Azorr, Matilda Novak, Jackie Montague, Ray Kopczynski, and Marilyn Smith

Councilors absent: Ramycia McGhee (excused)

### Business from the public

**6:01 p.m.**

Jessica Becker, the interim executive director of Albany Helping Hands, said Albany Helping Hands is willing to take ownership of the properties being vacated by Marvin's Garden and revitalize the properties to help those who are unhoused.

Cory Van Treager spoke about acquiring properties and creating low-income housing.

Max Bunker spoke about Marvin's Garden and said he was disappointed in how the City is handling the dissolution of the campground.

Emma Deane, executive director of Community Helping Addicts Negotiate Change Effectively (C.H.A.N.C.E.), spoke in support of the proposed ordinance amending AMC 7.20 camping regulations.

Johnson II granted Mike Quinn a total of six minutes to speak during business from the public about two different topics. Quinn spoke about three streets in poor repair: in front of the hospital, by the library, and 5th Avenue. Quinn also spoke about the cost of fees to construct accessory dwelling units.

Nelson Osoria spoke about the Pacific Power conversion downtown that was approved by the council at the work session.

### Second reading of ordinances

- a. Proposed AMC 7.20 camping regulations amendments

**6:23 p.m.**

City Attorney Sean Kidd read the ordinance for a second time in title only: AN ORDINANCE AMENDING ALBANY MUNICIPAL CODE (AMC) CHAPTER 7.20, CAMPING REGULATIONS

MOTION: Councilor Ray Kopczynski moved to adopt the ordinance. Councilor Marilyn Smith seconded the motion, which passed 4-1 with Councilor Steph Newton-Azorr voting no. The ordinance was designated Ordinance No. 6049.

### Adoption of resolutions

- a. 2023-2025 supplemental budget

**6:25 p.m.**

Finance Director Jeanna Yeager spoke about the proposed changes to the budget.

Yeager and Parks and Recreation Director Kim Lyddane answered questions from Councilor Matilda Novak related to budget line items. Novak requested that staff change the line-item name of Senior Center Foundation to reflect the building's name change to the Riverfront Community Center. At the end of the meeting, Yeager responded to a request from Newton-Azorr for details regarding the Mayor and City Council budget line items.

MOTION: Councilor Jackie Montague moved to adopt the resolution. Smith seconded the motion, which passed 5-0 and was designated Resolution No. 7351.

Award of contracts

- a. Award contract for a fire training tower **6:35 p.m.**  
Fire Chief Chris LaBelle and Training Division Chief Scott Cowan shared about the need for an Albany fire training tower and information about the proposed contract. Responding to questions from Montague and Newton-Azorr, LaBelle said the new facility would not improve the City's insurance rating and that the training tower would be open to other departments and outside agencies for training at no charge.

MOTION: Smith moved to award the contract. Kopczynski seconded the motion, which passed 5-0.

Approval of agreements

- a. Albany community pool lease and intergovernmental agreement (IGA) renewal **6:39 p.m.**  
Lyddane spoke about the history of the IGA with Greater Albany Public Schools for the pool. Responding to a question from Johnson II, Lyddane updated the council on the status of the project to improve the therapeutic spa.

MOTION: Smith moved to adopt the IGA. Newton-Azorr seconded the motion, which passed 5-0 and was designated Resolution No. 7352.

- b. Pacific Power conversion **7:02 p.m.**  
This item was approved by the city council at the August 5, 2024, work session and was struck from the agenda.

Adoption of consent agenda

**7:08 p.m.**

Adoption of consent agenda

- a. Approval of minutes
  - 1) July 10, 2024, city council meeting
- b. Recommendations to OLCC
  - 1) Approve annual liquor license renewals
- c. Adoption of resolutions
  - 1) Apply for Transportation Safety Office grant funds to hire a DUII police officer
- d. Approval of agreements
  - 1) Intergovernmental agreement for emergency water purification trailer
- e. Approval of meeting schedule
  - 1) November and December 2024 City Council Meetings

MOTION: Montague moved to adopt the consent agenda as presented. Kopczynski seconded the motion, which passed 5-0.

Staff reports

- a. Oregon Community Paths grant pre-application **6:46 p.m.**  
City Engineer Staci Belcastro spoke about the opportunity of the community paths grant. Responding to a question from Novak, Belcastro said that the City's matching funds would come from the Transportation System Development Charges Fund.

MOTION: Montague moved to authorize pre-applications for the four projects listed in the staff report. Smith seconded the motion, which passed 5-0.

- b. Street maintenance funding direction and potential ordinance **6:53 p.m.**  
Belcastro presented slides\*, reminding the council of the information they have heard and the decisions they have made so far.

Kopczynski said the City can no longer delay addressing street maintenance and should start to address those needs by adopting a street maintenance fee.

Smith said that a street maintenance fee is equitable and would be a sustainable source of funding for roads. Smith also said the city should probably give up on the idea of a gas tax and she would be interested in pursuing a bond for major street projects

Newton-Azorr said she was uncomfortable adopting an ordinance to create a street maintenance fee before having the methodology written.

Novak said she is uncomfortable with a street maintenance fee. Troedsson responded to questions from Novak about the size of the current city biennial budget. Novak suggested that, rather than creating a new street maintenance fee, the city council cut the budget by ten percent and use the money on streets. Troedsson said that, by state law, much of the money in the City budget is in restricted funds that can only be used for specific purposes. About eighty-five percent of the general fund, which can be expended as the council sees fit, currently funds public safety. A ten percent cut to the general fund would divert about eight million dollars from public safety. Novak said she thinks the whole budget could be reworked, not just taking money from the general fund. Troedsson said this is not the case because most City funds are restricted by state law.

Novak spoke in favor of cutting city staff in every department by ten percent to pay for street maintenance. Johnson II and Smith spoke against Novak's proposal. Smith said that adopting the proposed ordinance gives staff permission to work on the methodology for implementing the street maintenance fee.

Montague said, looking at the history of street funding attempts in Albany, it looks like the city council repeatedly has not taken action over the previous decades. Montague said she is in favor of trying a street maintenance fee; she believes that, with some public education, the city would pass a gas tax, and that a bond measure will be needed to address large issues.

Newton-Azorr spoke in support of putting a gas tax on the ballot and conducting a public information campaign about the measure. Newton-Azorr said she would be comfortable directing

staff to establish methodology for a street maintenance fee but does not feel like that is what the proposed ordinance does.

Novak proposed cutting all city staff salaries and benefits by ten percent and direct the savings towards street maintenance. Troedsson expressed concern that such cuts would harm staff recruitment and retention. Johnson II said there would be a mass exodus of staff.

Kidd read the ordinance a first time in title only: AN ORDINANCE CREATING ALBANY MUNICIPAL CODE (AMC) CHAPTER 14.30, STREET MAINTENANCE FEE

MOTION: Montague moved to read the ordinance a second time in title only. Kopczynski seconded the motion. The vote on the motion was 3-2 with Newton-Azorr and Novak voting no. The motion failed. A motion to read an ordinance a second time in title only must be unanimous to pass. This ordinance will come back for an automatic second reading at the September 25, 2024, city council meeting.

Novak said she supports a \$0.10 gas tax over a street maintenance fee. Novak said that a \$0.10 gas tax would likely charge individuals less money per month than a street maintenance fee and include more drivers.

MOTION: Montague moved that city staff pursue additional street maintenance funding through a local fuel tax. Newton-Azorr seconded the motion.

Kopczynski said he believes a fuel tax would be a futile effort given the city's history of unsuccessful fuel tax measures.

VOTE: The motion passed 4-1 with Kopczynski voting no.

MOTION: Montague moved that city staff pursue additional street maintenance funding through a general obligation bond. Smith seconded the motion, which passed 4-1 with Novak voting no.

Business from the council

**7:55 p.m.**

Councilors discussed the Pacific Power conversion approved at the August 5, 2024, work session. Community Development Director Matthew Ruetters said staff is looking for ways to mitigate the cost of the utility undergrounding.

Smith asked that Helping Hands return to an upcoming meeting with more information about their offer to purchase property from the City for shelter purposes.

Johnson II spoke about recent and upcoming community events. Responding to a question from Johnson II, Kidd said there is a City ordinance regulating door-to-door solicitations.

City manager report

**8:05 p.m.**

Troedsson spoke about the cost of developing accessory dwelling units. The council confirmed Smith as the delegate and Johnson II as the alternate for the League of Oregon Cities Conference.

ADJOURNMENT

There being no other business, the meeting was adjourned at 8:22 p.m.

Respectfully submitted,

Reviewed by,

Gabe Shepherd  
Deputy City Clerk

Peter Troedsson  
City Manager

*\*Documents discussed at the meeting that are not in the agenda packet are archived in the record. Documents from staff are posted to the website after the meeting. Documents submitted by the public are available by emailing [cityclerk@albanyoregon.gov](mailto:cityclerk@albanyoregon.gov).*



# MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager *PT*

FROM: Kim Lyddane, Parks and Recreation Director

DATE: September 13, 2024, for September 23, 2024, Work Session and September 25, 2024, City Council Meeting

**SUBJECT:** Request Public Utility Easement and Right-of-Way Dedication on South Albany Park Property

### Action Requested:

Approval of a Public Utility Easement on South Albany Park Property

### Discussion:

In July 2024, Lennar Home Builders and Consumers Power Inc. (CPI) approached the City requesting a Public Utility Easement (PUE) on land owned by the Parks and Recreation Department known as the South Albany Property.

The South Albany Property is 26.61 acres off Lochner Road and Ellingson Road purchased 2008 for possible development as a sports complex or land banking for future south Albany park development. In the 2021 Master Plan, it was determined that feasibility for a sports complex in that location was not favorable due to wetlands, needed infrastructure, unbudgeted staffing and maintenance needs. Additionally, there was a change in community desires from building new, larger amenities to instead taking better care of the ones we already have. As a result, the Master Plan identified the need for five neighborhood parks in south Albany, consistent with the South Albany Plan, instead of a large special use site. Development of a small park within this property will be identified as a priority in the next capital improvement plan for the next budget cycle.

The Parks and Recreation Department negotiated with CPI and Lennar for a one-time payment of \$4,673 to grant the easement along Nolan Avenue documented in the attached exhibits. The figure was based on the current assessed tax value of the property and the total area proposed for the PUE.

The easement and supporting documents were drafted by Pioneer Design Group, Inc. and reviewed by Public Works staff. The Parks and Recreation Department are in favor of moving forward with this PUE as detailed in the attached exhibits.

### Budget Impact:

The \$4,673 for the PUE will be transferred into 20250000-469100 (Parks Revenue Sale of Land/Building).

KL

Attachment(s): Resolution, easement exhibits



RESOLUTION NO. \_\_\_\_\_

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A RESOLUTION GRANTING THE FOLLOWING EASEMENT:

Grantor

City of Albany Parks and  
Recreation Department

Purpose

Grant a public utility easement and dedicate  
right-of-way along Nolan Avenue to support  
development along the South Albany property.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that it does hereby grant this  
easement and right-of-way dedication.

DATED AND EFFECTIVE THIS 25 DAY OF SEPTEMBER 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**CURRY MEADOWS  
OFFSITE PUBLIC UTILITY EASEMENT LEGAL DESCRIPTION**

A PORTION OF PARCEL 2 OF PARTITION PLAT NO. 2008-067, LOCATED IN THE ROBERT PENTLAND DLC NO. 69 IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF ALBANY, LINN COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE SOUTH 89°45'38" WEST ALONG THE SOUTH LINE OF SAID PARCEL 2, 667.94 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE BOUNDARY OF SAID PARCEL 2, NORTH 89°45'38" WEST, 2.85 FEET TO AN ANGLE POINT IN THE BOUNDARY OF SAID PARCEL 2 AND TO A POINT OF NON-TANGENT CURVATURE;

THENCE CONTINUING ALONG THE BOUNDARY OF SAID PARCEL 2, 50.01 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE CONCAVE WESTERLY, SAID CURVE HAVING A CENTRAL ANGLE OF 19°06'07" AND A CHORD BEARING NORTH 21°19'03" WEST, 49.78 FEET TO A BROKEN BACK CURVE;

THENCE LEAVING THE BOUNDARY OF SAID PARCEL 2, NORTHWESTERLY ALONG THE ARC OF A 227.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, AN ARC LENGTH OF 86.39 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 21°48'15" AND A CHORD BEARING NORTH 33°37'18" WEST, 85.87 FEET;

THENCE NORTH 44°31'25" WEST, 359.26 FEET TO A POINT OF CURVATURE;

THENCE 71.67 FEET ALONG THE ARC OF A 212.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 19°22'12" AND A CHORD BEARING NORTH 54°12'31" WEST, 71.33 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL 2;

THENCE NORTH 44°31'25" WEST ALONG THE BOUNDARY OF SAID PARCEL 2, 3.37 FEET TO A POINT OF CURVATURE;

THENCE CONTINUING ALONG THE BOUNDARY OF SAID PARCEL 2, 17.96 FEET TRACING THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 6°51'31" AND A CHORD BEARING NORTH 47°57'11" WEST, 17.95 FEET;

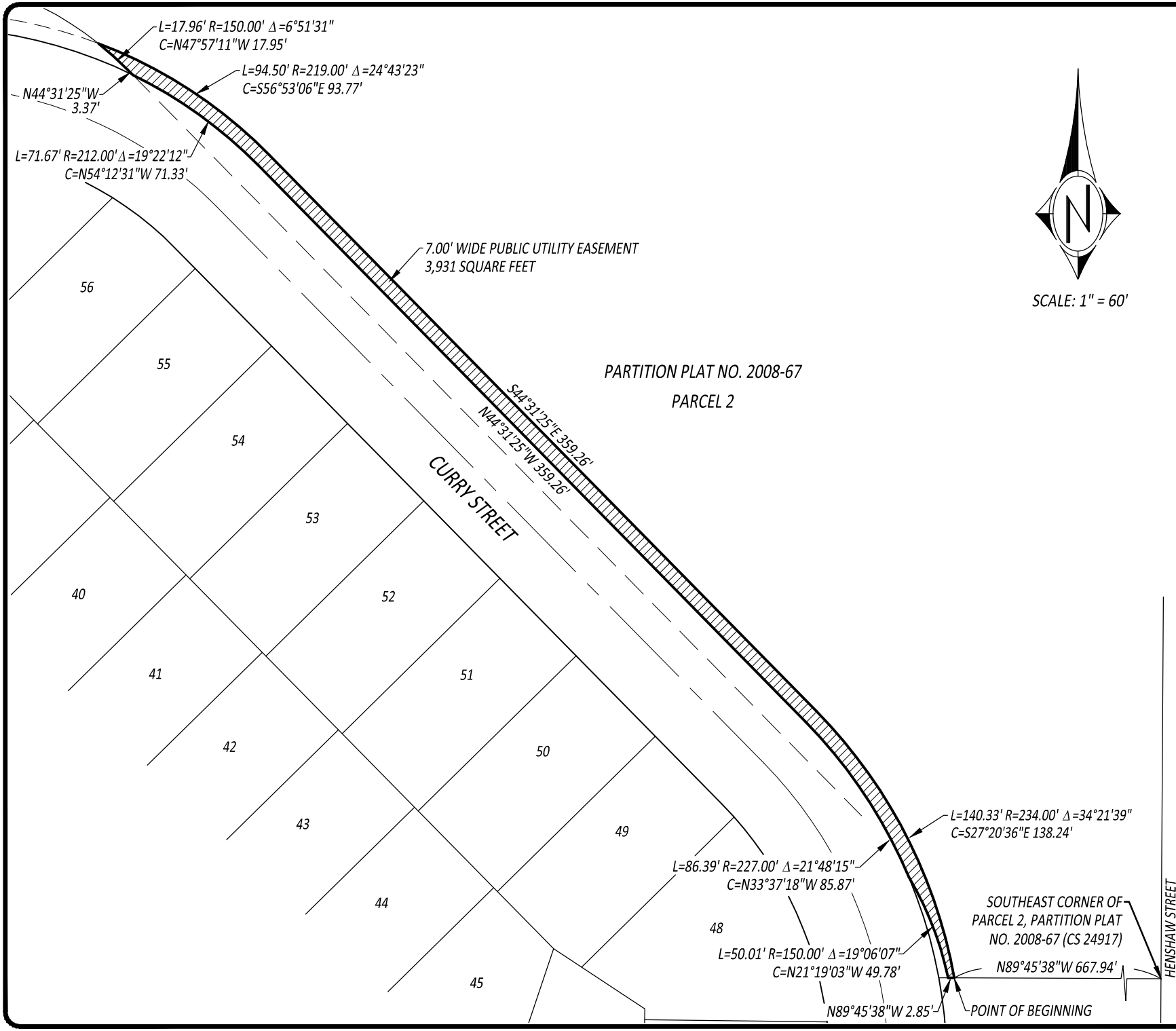
THENCE LEAVING THE BOUNDARY OF SAID PARCEL 2, SOUTHEASTERLY ALONG THE ARC OF A 219.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, AN ARC LENGTH OF 94.50 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 24°43'23" AND A CHORD BEARING SOUTH 56°53'06" EAST, 93.77 FEET;

THENCE SOUTH 44°31'25" EAST, 359.26 FEET TO A POINT OF CURVATURE;

THENCE 140.33 FEET ALONG THE ARC OF A 234.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 34°21'39" AND A CHORD BEARING SOUTH 27°20'36" EAST, 139.24 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 3,931 SQUARE FEET.





PARTITION PLAT NO. 2008-67  
PARCEL 2

PDC JOB NO: 384-003	DATE: 08/13/24	SCALE: 1"=60'	<b>EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION</b>
	<b>PUBLIC UTILITY EASEMENT</b> A PORTION OF PARCEL 2 OF PARTITION PLAT NO. 2008-67 (CS 24917), LOCATED IN THE ROBERT PENTLAND DLC NO. 69 IN THE NORTHWEST ONE-QUARTER OF SECTION 29, AND IN THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF ALBANY, LINN COUNTY, OREGON		
9020 SW WASHINGTON SQUARE RD SUITE 170 PORTLAND, OREGON 97223 p 503.643.8286 www.pd-grp.com			<b>2006</b> PIONEER DESIGN GROUP, INC.
HENSHAW STREET			

## CURRY MEADOWS

### OFFSITE PUBLIC RIGHT-OF-WAY DEDICATION LEGAL DESCRIPTION

A PORTION OF PARCEL 2 OF PARTITION PLAT NO. 2008-067, LOCATED IN THE ROBERT PENTLAND DLC NO. 69 IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 11 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF ALBANY, LINN COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE SOUTH 89°45'38" WEST ALONG THE SOUTH LINE OF SAID PARCEL 2, 670.78 FEET TO AN ANGLE POINT THEREIN;

THENCE CONTINUING ALONG THE BOUNDARY OF SAID PARCEL 2 NORTHWESTERLY, TRACING THE ARC OF A NON-TANGENT 150.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, AN ARC LENGTH OF 50.01 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 19°06'07" AND A CHORD BEARING NORTH 21°19'03" WEST, 49.78 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE ARC OF SAID 150.00 FOOT RADIUS CURVE, 35.75 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 13°39'18" AND A CHORD BEARING NORTH 37°41'46" WEST, 35.66 FEET;

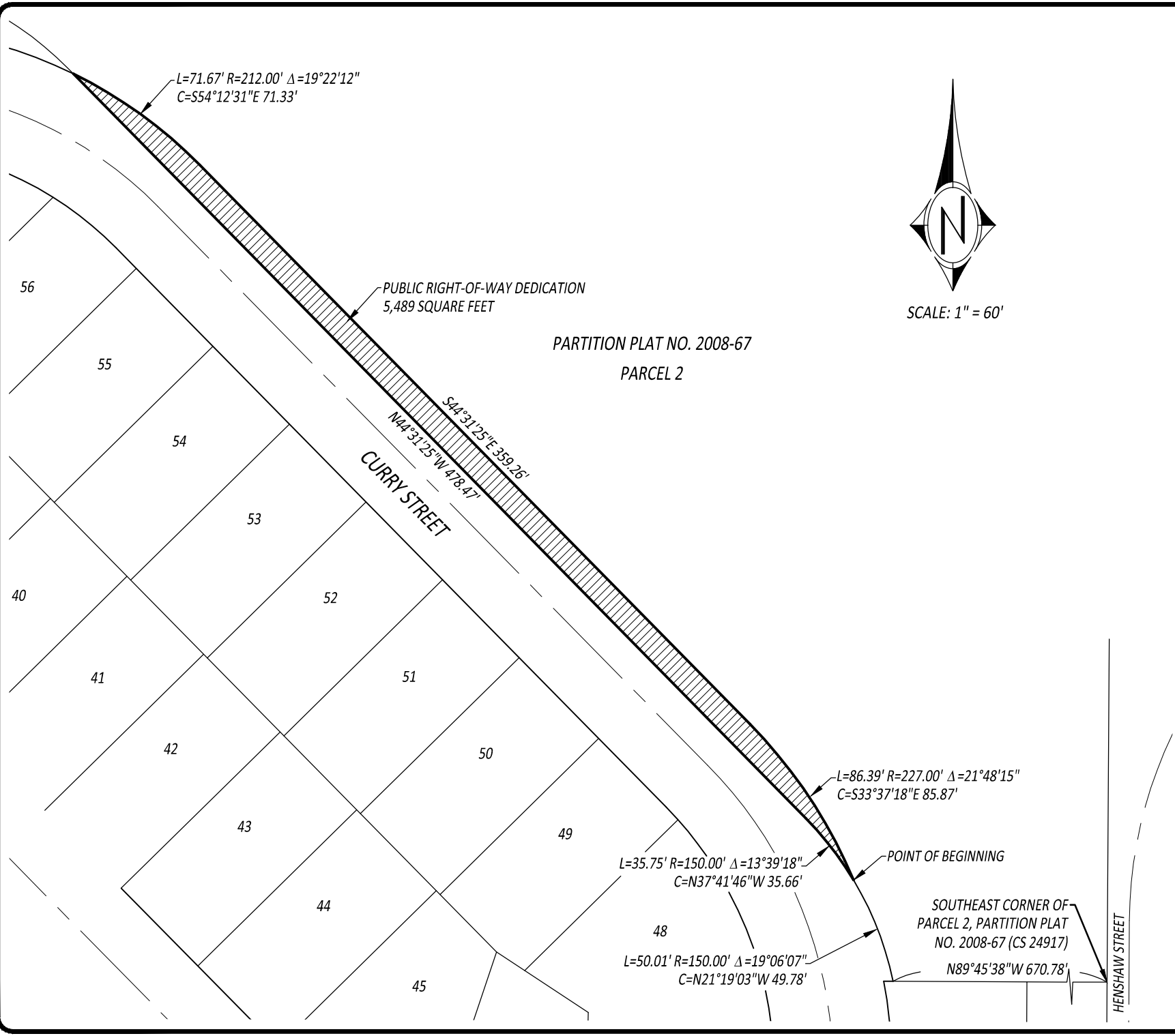
THENCE CONTINUING ALONG THE BOUNDARY OF SAID PARCEL 2, NORTH 44°31'25" WEST, 478.47 FEET;

THENCE LEAVING THE BOUNDARY OF SAID PARCEL 2, TRACING THE ARC OF A NON-TANGENT 212.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY, AN ARC LENGTH OF 71.67 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 19°22'12" AND A CHORD BEARING SOUTH 54°12'31" EAST, 71.33 FEET;

THENCE SOUTH 44°31'25" EAST, 359.26 FEET TO A POINT OF CURVATURE;

THENCE 86.39 FEET ALONG THE ARC OF A 227.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 21°48'15" AND A CHORD BEARING SOUTH 33°37'18" EAST, 85.87 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 5,489 SQUARE FEET.



PDC JOB NO.: <b>384-003</b>	DATE: <b>08/13/24</b>	SCALE: <b>1"=60'</b>	<b>EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION</b>
9020 SW WASHINGTON SQUARE RD SUITE 170 PORTLAND, OREGON 97223 p 503.643.8286 www.pd-grp.com			<b>PUBLIC RIGHT-OF-WAY DEDICATION</b> A PORTION OF PARCEL 2 OF PARTITION PLAT NO. 2008-67 (CS 24917), LOCATED IN THE ROBERT PENTLAND DLC NO. 69 IN THE NORTHWEST ONE-QUARTER OF SECTION 29, AND IN THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF ALBANY, LINN COUNTY, OREGON



## CURRY MEADOWS

### OFFSITE PUBLIC UTILITY EASEMENT LEGAL DESCRIPTION

A PORTION OF PARCEL 2 OF PARTITION PLAT NO. 2008-067, LOCATED IN THE ROBERT PENTLAND DLC NO. 69 IN THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 3 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF ALBANY, LINN COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL 2, SAID CORNER LOCATED ON THE EAST RIGHT-OF-WAY LINE OF LOCHNER ROAD SE;

THENCE N00°18'40" EAST ALONG THE WEST LINE OF SAID PARCEL 2 AND SAID RIGHT-OF-WAY LINE, 52.14 FEET;

THENCE LEAVING THE WEST LINE OF SAID PARCEL 2 AND SAID RIGHT-OF-WAY LINE, NORTH 90°00'00" EAST, 5.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°41'17" EAST, 7.00 FEET TO A NON-TANGENT CURVE;

THENCE SOUTHEASTERLY ALONG THE ARC OF AN 18.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, AN ARC DISTANCE OF 28.37 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 90°18'25" AND A CHORD BEARING SOUTH 44°50'29" EAST, 25.52 FEET;

THENCE SOUTH 89°59'41" EAST, 173.81 FEET TO A POINT OF CURVATURE;

THENCE 123.67 FEET ALONG THE ARC OF A 219.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 32°21'23" AND A CHORD BEARING SOUTH 73°49'00" EAST, 122.04 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 2;

THENCE NON-TANGENT TO SAID CURVE, NORTH 89°59'42" WEST ALONG THE SOUTH LINE OF SAID PARCEL 2, 13.67 FEET;

THENCE LEAVING THE SOUTH LINE OF SAID PARCEL 2, NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT 212.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY, AN ARC DISTANCE OF 108.17 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 29°14'04" AND A CHORD BEARING NORTH 75°22'39" WEST, 107.00 FEET;

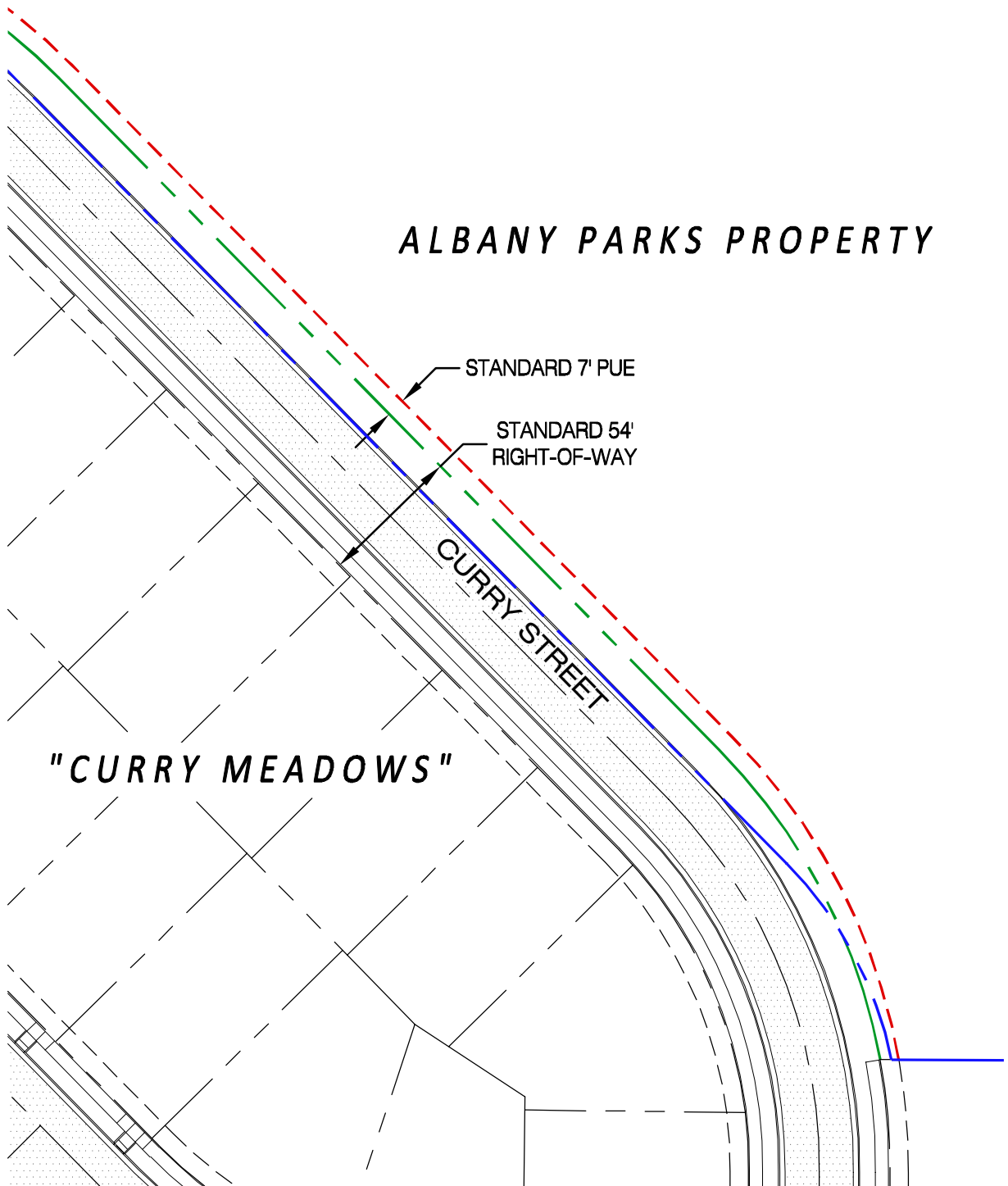
THENCE NORTH 89°59'41" WEST, 173.81 FEET TO A POINT OF CURVATURE;

THENCE 39.40 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 90°18'25" AND A CHORD BEARING NORTH 44°50'29" WEST, 35.45 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 2,266 SQUARE FEET.

# CURRY STREET DEDICATION EXHIBIT

CURRY MEADOWS



## LEGEND

- PROPOSED PUE LINE
- PROPOSED RIGHT-OF-WAY
- ALBANY PARKS PROPERTY LINE



1"=60'

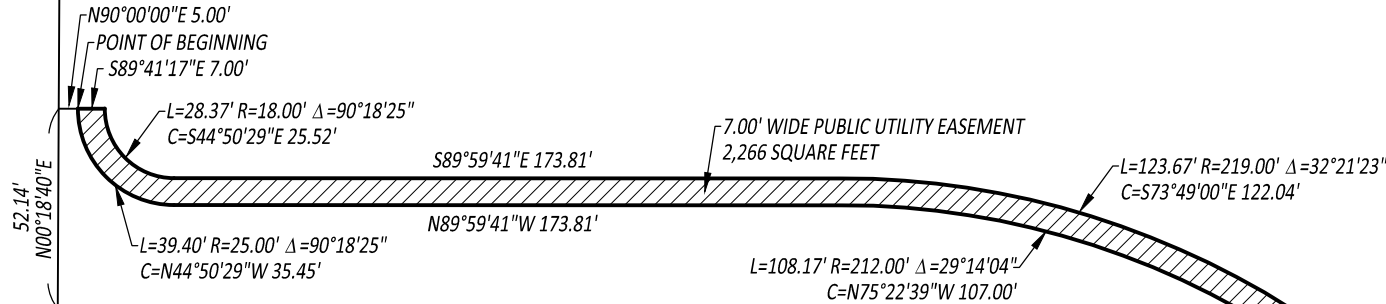
**Project**  
CURRY MEADOWS  
**No.**  
384-003

**Designed by** WJD    **Date** 09/2024  
**Drawn by** WJD    **Date** 09/2024  
**Horiz. Scale:** 1" = 60'    **Vert. Scale:** N/A  
**Type** EXHIBIT

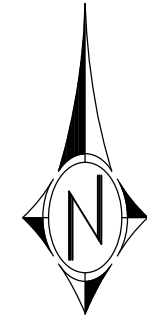


**Sheet**  
**1**  
of  
**1211**

LOCHNER ROAD SE  
COUNTY ROAD 346



PARTITION PLAT NO. 2008-67  
PARCEL 2



SCALE: 1" = 50'

SOUTHWEST CORNER OF PARCEL 2,  
PARTITION PLAT NO. 2008-67 (CS 24917)

NOLAN AVENUE

TRACT B

TRACT G

33

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION

**PUBLIC UTILITY EASEMENT**

A PORTION OF PARCEL 2 OF PARTITION PLAT NO. 2008-67 (CS 24917),  
LOCATED IN THE ROBERT PENTLAND DLC NO. 69 IN THE NORTHEAST ONE-QUARTER  
OF SECTION 30, TOWNSHIP 11 SOUTH, RANGE 3 WEST OF THE  
WILLAMETTE MERIDIAN, IN THE CITY OF ALBANY, LINN COUNTY, OREGON

SCALE:  
1"=50'

DATE:  
08/13/24

PDC JOB NO.:  
384-003

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**2006**  
PIONEER DESIGN GROUP, INC.




# MEMO



**TO:** Albany City Council

**VIA:** Peter Troedsson, City Manager

**FROM:** Marcia Harnden, Police Chief 

**DATE:** September 10, 2024, for the September 25, 2024, City Council Meeting

**SUBJECT:** Accept an Oregon Criminal Justice Commission – Organized Retail Theft Grant  
 Relates to Strategic Plan theme: A Safe City

### Action Requested:

Staff recommends Council accept an Oregon Criminal Justice Commission – Organized Retail Theft Grant to purchase Cellebrite software and a license plate reader camera system.

### Discussion:

Albany Police Department (APD) staff have applied for and received a \$54,842 grant from the Oregon Criminal Justice Commission to purchase equipment aimed at addressing organized retail theft in the community. Organized retail theft-related crimes in Albany have increased by ten percent from 2022 to 2023. Over the last five years, these crimes have increased in four of those years, leading to a 27 percent overall increase. In 2023, the losses were 46 percent higher than the previous five-year average. It's worth noting that theft-related crimes in Albany are often linked to individuals with drug dependencies. Additionally, Albany's location along the I-5 corridor makes it susceptible to retail theft due to increased accessibility.

Cellebrite software is utilized by investigators to access information stored on digital devices. Investigations into organized retail theft often depend on the ability to obtain digital evidence to build and close cases. Digital evidence remains a crucial component in modern criminal investigations, but the volume, variety, and speed of that data are growing exponentially. To tackle these challenges, our agency needs to enhance its capability and capacity to collect, review, and manage digital evidence using Cellebrite software.

The license plate reader camera system can be easily relocated to different locations. By using this tool at local storefronts, as requested, it can serve as both a physical deterrent to reduce thefts and to collect data to aid in capturing individuals involved in organized retail theft rings.

The Oregon Criminal Justice Commission – Organized Retail Theft Grant does not require any funding or in-kind match.

### Budget Impact:

Resources: 20320800-424062, \$55,000

MH:de





A RESOLUTION ACCEPTING GRANT FUNDS FROM OREGON CRIMINAL JUSTICE COMMISSION – ORGANIZED RETAIL THEFT GRANT

WHEREAS, the Albany Police Department applied for an Oregon Criminal Justice Commission – Organized Retail Theft Grant; and

WHEREAS, the Albany Police Department was awarded \$54,842 in grant funds; and

WHEREAS, the grant funds will be used to purchase Cellebrite software and a license plate reader camera system; and

WHEREAS, this equipment will be utilized to address and reduce organized retail theft in the community; and

WHEREAS, Oregon Local Budget Law provides that expenditures in the year of receipt of grants, gifts, bequests, or devices transferred to local government in trust for a specific purpose may be made after enactment of a resolution or ordinance authorizing the expenditure (ORS 294.326(3)).

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the police department is approved and authorized to receive funds in the amount of \$54,842 from the Oregon Criminal Justice Commission – Organized Retail Theft Grant; and

BE IT FURTHER RESOLVED that the Oregon Criminal Justice Commission – Organized Retail Theft Grant funds are hereby planned as follows:

Resources:	Debit	Credit
20320800-424062		\$55,000
Requirements:		
20320800-610615 (software)	\$35,000	
20320800-700000 (equipment)	\$20,000	

DATED AND EFFECTIVE THIS 25TH DAY OF SEPTEMBER 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk





# MEMO



TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Chris LaBelle, Fire Chief *CL*

DATE: September 13, 2024, for the September 25, 2024, City Council Meeting

**SUBJECT:** Property Lease to Hughes Fire Equipment  
Relates to Strategic Plan theme: A Safe City, An Effective Government

### Action Requested:

City Council approval by resolution to lease a portion of the property at Fire Station 13, 1980 Three Lakes Rd. SE, to Hughes Fire Equipment to be used for emergency vehicle maintenance and repair subject to annual renewal.

### Discussion:

Albany Fire Department has a current contract with Hughes Fire Equipment (Hughes) to maintain and repair emergency vehicles. Hughes also services several fire agencies adjacent to Albany. They do not have a permanent repair facility in Albany, but by leasing space in the vicinity they are closer to their customers and can provide better service. This translates to less out of service times for emergency vehicles and better response times.

Fire Station 13 has a separate shop building that was previously used for storage and vehicle maintenance but can now be used exclusively by Hughes. Their operations do not interfere with fire department operations and there is enough space for parking and use by Hughes and Albany Fire. As Hughes' business is expanding, they have requested to additionally lease one of the apparatus bays in the station during business hours only (Monday-Friday, 8:00 a.m. – 5:00 p.m.). The Fire Department can accommodate this request and will accrue more revenue as a result, which can be put towards replacing vehicles in the future.

### Budget Impact:

The lease agreement provides \$1,855 per month or \$22,260 annually in revenue to the City including required property taxes.

CL:rb  
Attachment(s): Resolution



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY OF ALBANY FIRE DEPARTMENT TO ENTER INTO A LEASE AGREEMENT WITH HUGHES FIRE EQUIPMENT AT 1980 THREE LAKES RD SE

WHEREAS, ORS 271.310 states that "...whenever any political subdivision possesses or controls real property not needed for public use, or whenever the public interest may be furthered, a political subdivision may sell, exchange, convey or lease for any period not exceeding 99 years all or any part of the political subdivision's interest in the property to a governmental body or private individual or corporation. The consideration for the transfer or lease may be cash or real property, or both."; and

WHEREAS, ORS 271.005 defines "Political subdivision" as any local government unit, including, but not limited to, a county, city, town, port, dock commission or district, that exists under the laws of Oregon and has power to levy and collect taxes; and

WHEREAS, the fire department has a contract with Hughes Fire Equipment to maintain and repair their emergency vehicles; and

WHEREAS, a vehicle maintenance facility at a fire station provides for timely and efficient work on Albany's department vehicles and those of neighboring departments as well as returning them to service; and

WHEREAS, it is in the best interest of the public to have emergency vehicles returned to service as quickly as possible; and

WHEREAS, the parties agree to review and renew the lease annually to adjust for changes in costs.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the Albany Fire Chief is authorized to enter into a lease agreement with Hughes Fire Equipment, Attachment A, for use of the shop and one apparatus bay to conduct emergency vehicle maintenance and repair.

DATED AND EFFECTIVE THIS 25TH DAY OF SEPTEMBER 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**LEASE OF PROPERTY****Between****CITY OF ALBANY, OREGON "LANDLORD"****And****HUGHES FIRE EQUIPMENT, INC., "TENANT"****Dated: June 1, 2024**

In consideration of the mutual promises of the parties set forth in this Lease, the Landlord leases to Tenant and Tenant leases from Landlord on the following terms and conditions the Premises located at 1980 Three Lakes Road, Albany, and described and shown on Exhibit B and Exhibit C (provided as a separate attachment) (the "Premises").

**SECTION 1: BASIC LEASE PROVISIONS**

This Section sets forth certain definitions and a summary of the basic provisions contained in the Lease. In the event of any conflict between any provision contained in this Section 1 and a provision contained in the balance of the Lease, the latter provision will control.

- 1.1 Date of Lease:** June 1, 2024
- 1.2 Name of Landlord:** City of Albany, "Landlord"
- 1.3 Address for Notices to Landlord:** P.O. Box 490  
Albany, OR 97321  
Phone No.: 541-917-7700  
Fax No.: 541-917-7716
- 1.4 Address for Rent Payments:** City of Albany  
Attn: Finance Department  
P.O. Box 490  
Albany, OR 97321  
Phone No.: 541-747-0072  
Fax No.: 541-747-0073
- 1.5 Name of Tenant:** Hughes Fire Equipment, "Tenant"
- 1.6 Address for Notices to Tenant:** 910 Shelley Street  
Springfield, OR 97477  
Phone No.: 541-747-0072  
Fax No.: 541-747-0073
- 1.7 Permitted Use:** (see Section 5.1) Repair and Maintenance of Fire Department Apparatus
- 1.8 Lease Term:** (see Section 3) June 1, 2024 through May 31, 2025
- 1.9 Extension Options** (see Section 3.2) Annual renewal June 1 to May 31

**1.10 Termination Other than Default:** (see Section 3.3) 60 days written notice by either party

**1.11 Rent:** (see Section 4)

**1.11.1 Base Rent:** \$16,680 per year payable in monthly installments of \$1,390

**1.11.2 Additional Rent:** \$3,000 per year for property taxes; payable in monthly installments of \$250  
Shared utilities (City utilities) covered in monthly base rate

**1.12 Rent Increase:** (see Section 4.3)

**1.13 Exhibits:**

Exhibit A – Consent

Exhibit B – Description of Leased Premises

Exhibit C – Map of Leased Premises

**1.14 Definitions:**

**1.14.1 Default Interest Rate.**

*Default Interest Rate* means the prime rate of interest as declared by a major bank of national standing plus two (2) percentage points, but not in any event at a rate greater than the maximum rate of interest permitted by law, calculated from and after the date of Default or expenditure until paid.

**1.14.2 Hazardous Materials.**

*Hazardous Materials* means petroleum, asbestos, polychlorinated biphenyls, radioactive materials, radon gas, or any chemical, material, or substance defined as or included in the definition of "hazardous substances, hazardous waste, hazardous materials, extremely hazardous waste, restrictive hazardous waste, or toxic substances," respectively, or words of similar import under any applicable federal, state, or local law, ordinance, statute, rule, or regulation, including but not limited to the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, the Federal Water Pollution Control Act, as amended, ORS Chapter 465 (Hazardous Waste and Hazardous Materials I), ORS Chapter 466 (Hazardous Waste and Hazardous Materials II), ORS Chapter 468 (Environmental Quality Generally), the Pollution Control and the Hazardous Materials Transportation Act, or any regulation or publication adopted or promulgated pursuant to such laws, ordinances, statutes, rules, or regulations, and any other chemical, material, or substance to which exposure is prohibited, limited, or regulated by any governmental authority, or may or could pose a hazard to the health and safety of the occupants of the Premises or which may or could pose a hazard to the environment.

**1.14.3 Lease Commencement Date.**

*Lease Commencement Date* means June 1, 2024.

## **SECTION 2: DEMISE OF PREMISES; USE OF COMMON AREAS**

**2.1 Demise of Premises.**

Commencing on the Lease Commencement Date, Landlord leases to Tenant and Tenant leases from Landlord the Premises for the Term as set forth in Section 1.8.

**2.2 Restrictions, Regulations, and Laws.**

This Lease is subject to all easements, restrictions, agreements of record, mortgages and deeds of trust, zoning and building laws, and all other laws, statutes, codes, ordinances, rules, regulations, and other governmental requirements now in effect or becoming effective after the date this Lease is executed (collectively, the "Laws").

## **SECTION 3: POSSESSION AND COMMENCEMENT OF TERM**

### **3.1 Delivery of Possession and Commencement of Term.**

Landlord will deliver the Premises to Tenant in "as is" condition and repair. By accepting possession of the Premises under this Lease, Tenant acknowledges that Tenant accepts the Premises "AS IS, WHERE IS" and as suitable for Tenant's intended use, in good and sanitary operating order, condition, and repair, and without representation or warranty by Landlord as to the condition, use, or occupancy that may be made of the Premises or Site.

### **3.2 Extension Options.**

As long as Tenant is not then in default of this Lease beyond any applicable notice and cure period, Landlord may extend to Tenant an option to extend the Term for additional periods of one (1) year (individually, an "Extension", and collectively, the "Extensions"), commencing at midnight on the date on which the Term or any Extension expires. Each annual Extension will be exercised by Landlord and Tenant and the parties will be bound by this Lease for the Extension unless written notice of its intention not to exercise its option to extend the Lease is provided, not later than ninety (90) days before the expiration of the Term or the preceding Extension. If Landlord or Tenant elects not to exercise its option as set forth above, Tenant will vacate the Leased Premises upon the expiration of the Term or Extension then in effect and will deliver the Leased Premises to Landlord in accordance with the terms and conditions of this Lease.

### **3.3 Termination for Other than Default.**

In addition, for termination for default, this lease may be terminated at any time by either party for any reason with sixty (60) days written notice to the other party.

## **SECTION 4: RENT**

### **4.1 Base Rent.**

Throughout the original Term, Tenant will pay to Landlord, as rent, the amounts set forth in the schedule set forth in Section 1.11.1 (Base Rent). Tenant will pay Base Rent within 30 days of invoice on a monthly basis at the address for rent payments set forth in Section 1.4, or at any other place that Landlord designates. Tenant will make all Base Rent payments without Landlord's previous demand, invoice or notice for payment. Landlord and Tenant will prorate, on a per diem basis, Base Rent for any partial month within the Term.

### **4.2 Additional Rent.**

Tenant shall pay certain Additional Rent for property insurance and shared utilities as set forth in Section 1.11.2. Tenant will make all payments of Additional Rent without deduction or offset and without Landlord's previous demand, invoice or notice for payment. Tenant will make all Additional Rent payments in advance on the first day of each month at the address for rent payments set forth in Section 1.4.

#### **4.2.1 Change in Additional Rent.**

Landlord may recalculate the amount of additional Rent from time to time during the Term based on changes of the amount of property insurance or shared utilities. For annual expenses, the recalculated monthly Additional Rent shall be in an amount for Tenant to pay the total annual expense over the balance of the Term. Landlord will notify Tenant of the change in Additional Rent and Tenant will pay the re-calculated amount of Additional Rent commencing with the next rental payment.

### **4.3 Escalation of Rent.**

If the option to extend the lease is exercised, the rent shall increase by three percent (3%) over and above the previous year. Effective June 1 of each extension.

### **4.4 Late Charges and Interest.**

Rent not paid when due will bear interest until paid at the Default Interest Rate. Landlord may impose a late charge of the greater of (a) five percent (5%) of Rent then due or (b) \$50 for each payment of Rent made

more than ten (10) days late (the "Late Charge"). Tenant acknowledges that late payment by Tenant to Landlord of any Rent or other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, that the exact amount of those costs are extremely difficult and impracticable to ascertain, and that the Late Charge is not a penalty but represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment. Landlord may levy and collect a late charge in addition to all other remedies available for Tenant's default, and collection of a late charge will neither be in lieu of nor waive the breach caused by the late payment.

## **SECTION 5: USE**

### **5.1 Permitted Use.**

Tenant will use the Premises only for the purpose set forth in Section 1.7 and for no other purpose without the written consent of Landlord, which consent Landlord will not unreasonably withhold or delay. Landlord may condition its consent to any proposed change in use on reasonable conditions, including, without limitation, an increase in Rent to the fair market rental value of the Premises.

### **5.2 Further Covenants Regarding Use.**

#### **5.2.1 Compliance with Laws.**

Except for Landlord's obligations as specifically set forth in this Lease, Tenant will comply at its expense with all applicable Laws, including without limitation those regarding the maintenance, operation, condition, and use of the Premises and as required by the applicable public authority. Tenant will not use the Premises in conflict with any Laws nor will Tenant permit anything to be done in or about the Premises that would conflict with any Laws.

#### **5.2.2 Activities on Premises.**

Tenant will neither conduct nor permit any activities on the Premises that would likely (a) increase the fire insurance rate, (b) cause a cancellation of any of Landlord's insurance policies, (c) create a nuisance, or (d) be reasonably offensive to Landlord or other tenants. Tenant will not permit any offensive noise, odor, or light to be emitted from the Premises.

#### **5.2.3 Manner of Operating Business.**

Tenant will keep the Premises clean and orderly and will operate its business in the Premises in a first-class, professional manner. Tenant will supervise its employees and cause Tenant's agents, independent contractors, employees, customers, suppliers, and invitees to conduct their activities in a manner that complies with the requirements of this Lease.

#### **5.2.4 Parking.**

Tenant may have the non-exclusive use of the following parking on the premises: Apron area directly in front of the Fleet Maintenance Shop Building, not to obstruct access to Fire Station 13's apparatus bay, asphalt area along west side of fire station property, and up to three parking spaces in the north side parking area. Only properly insured vehicles may be parked in the Tenant's space.

### **5.3 Continuous Operation.**

Tenant will continuously use and conduct its business for the uses described in Section 1.7 on the Premises. If Tenant fails to operate its business in the Premises for a period of thirty (30) days for any reason other than a casualty or condemnation that materially interferes with Tenant's operation of its business in the Premises, Tenant will be deemed to have abandoned the Premises and Landlord will have the right to exercise any and all rights and remedies set forth in this Lease.

## **SECTION 6: UTILITIES, SERVICES, AND SECURITY**

### **6.1 Utilities and Services.**

Tenant will pay all charges for utilities and services supplied and separately metered to the Premises, including without limitation "hookup" and service charges for electricity, gas, telephone, cable, trash, recycling, water, stormwater, and sewer. For consumption not separately metered to the Premises, the Rent includes the expense for utilities consumed on the Premises at a rate as mutually agreed by the parties. If Tenant is billed directly by the utility provider, Tenant will pay for the applicable utilities within the time permitted for payment by the utility company. Landlord will not be liable for any failure or interruption of utilities or services to the Premises.

### **6.2 Security.**

Tenant shall be responsible to provide security service or adopt security measures concerning the Premises, if desired by Tenant.

## **SECTION 7: INSURANCE AND INDEMNITY**

### **7.1 Tenant's Insurance.**

#### **7.1.1 Commercial General Liability Insurance.**

At all times during the Term of this Lease, Tenant, at its expense, will maintain commercial general liability insurance in respect of the Premises and the conduct or operation of business in it, naming Landlord as additional insureds, with a combined single limit of not less than two million dollars (\$2,000,000). All such insurance will ensure the Tenant's performance of the indemnity agreement as to liability for bodily injury to, illness of, or death of persons and damage to property set forth in this Lease. Tenant will pay for and deliver to Landlord and any additional insured such policies or certificates of insurance, in form reasonably satisfactory to Landlord, issued by the insurance company or its authorized agent, at least ten (10) days before the Lease Commencement Date. Tenant will procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant will deliver to Landlord and any additional insured the renewal policy or a binder thereof at least thirty (30) days before the expiration of any existing policy. Tenant shall provide Landlord at least thirty (30) days' prior written notice of the cancellation or modification of the insurance.

#### **7.1.2 Property and Business-Interruption Insurance.**

Tenant may, at its option, maintain at its expense, (a) special form type property insurance coverage on all furnishings, leasehold improvements, fixtures, inventory, and equipment located on the Premises, and (b) business-interruption coverage. The proceeds of such insurance, as long as this Lease remains in effect, will be used to repair or replace the leasehold improvements, fixtures, inventory, and equipment, so insured and to compensate Tenant for any damage incurred by Tenant resulting from any interference with Tenant's ability to operate its business in the Premises.

#### **7.1.3 Workers' Compensation Insurance.**

At all times during the Lease Term and any extensions or renewals, Tenant agrees to keep and maintain, and to cause Tenant's agents, contractors, and subcontractors to keep and maintain, workers' compensation insurance and other forms of insurance as may from time to time be required by Law or may otherwise be necessary to protect Landlord and the Premises from claims of any person who may at any time work on or in the Premises, whether as a servant, agent, or employee of Tenant or otherwise. Such insurance must be maintained at the expense of Tenant or Tenant's agents, contractors, or subcontractors and not at the expense of Landlord.

#### **7.1.4 Auto Liability Insurance.**

At all times during the Term of this Lease, Tenant, at its expense, will maintain auto liability insurance, naming Landlord as additional insureds, with a combined single limit of not less than two million dollars (\$2,000,000). Tenant will pay for and deliver to Landlord and any additional insured such policies or certificates of insurance, in form reasonably satisfactory to Landlord, issued by the insurance company or its authorized agent, at least ten



(10) days before the Lease Commencement Date. Tenant will procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant will deliver to Landlord and any additional insured the renewal policy or a binder thereof at least thirty (30) days before the expiration of any existing policy. Tenant shall provide Landlord at least thirty (30) days' prior written notice of the cancellation or modification of the insurance.

#### **7.1.5 Pollution Insurance.**

At all times during the Term of this Lease, Tenant, at its expense, will maintain pollution liability insurance for diesel or oil leaks on City property and naming Landlord as additional insureds, with a combined single limit of not less than two million dollars (\$2,000,000). Tenant will pay for and deliver to Landlord and any additional insured such policies or certificates of insurance, in form reasonably satisfactory to Landlord, issued by the insurance company or its authorized agent, at least ten (10) days before the Lease Commencement Date. Tenant will procure and pay for renewals of such insurance from time to time before the expiration thereof, and Tenant will deliver to Landlord and any additional insured the renewal policy or a binder thereof at least thirty (30) days before the expiration of any existing policy. Tenant shall provide Landlord at least thirty (30) days' prior written notice of the cancellation or modification of the insurance.

##### **7.1.5.1 Indemnification**

To the extent allowed by Oregon law, Tenant will indemnify, defend, and hold harmless Landlord and Landlord's officers, directors, partners, employees, agents, and independent contractors from any and all claims or liability for any uninsured property damages including, but not limited to, damages resulting in any injury, illness, or death of any person caused or created by pollutants ensuing from the Tenant's use of Landlord's property and by the act or failure to act of Tenant, its agents, servants, employees, invitees, or licensees during the Term of this Lease. Tenant will be liable for all property cleanup costs that Landlord may incur as a result of Tenant's negligence.

#### **7.2 Landlord's Insurance and Noncovered Damages.**

During the Lease Term, Landlord will maintain in full force and effect a policy or policies of property insurance covering the Premises and Site that provide coverage against such risks that are commonly covered under (a) a commercial general liability insurance policy providing secondary coverage to Tenant's policy, (b) a "special form" type of policy (including earthquake and/or flood coverage, at Landlord's election), and (c) any other insurance that Landlord deems reasonably necessary. All insurance proceeds payable under Landlord's property insurance must be payable solely to Landlord, and Tenant will have no interest therein.

##### **7.2.1 Damages Incurred.**

During the Lease Term, Landlord will not be responsible for damages incurred to any vehicles or other property in Tenant's care, custody, and control.

#### **7.3 Waiver of Subrogation.**

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



#### **7.4 Indemnity of Landlord.**

To the extent allowed by Oregon law, Tenant will indemnify, defend, and hold harmless Landlord and Landlord's officers, directors, partners, employees, agents, and independent contractors from any and all claims or liability for any uninsured damage to any property and for any injury, illness, or death of any person occurring in or on the Premises when the damage, injury, illness, or death is caused by the act or failure to act of Tenant, its agents, servants, employees, invitees, or licensees, by any breach of this Lease by Tenant, or by any use of the Premises during the Term.

#### **7.5 Indemnity of Tenant.**

To the extent allowed by Oregon law, Landlord will indemnify, defend, and hold harmless Tenant and Tenant's officers, directors, partners, employees, agents, and independent contractors from any and all claims or liability for any uninsured damage to any property and for any injury, illness, or death of any person occurring in or on the Premises when the damage, injury, illness, or death is caused by the sole, active negligence or intentional misconduct of Landlord, its agents, servants, or employees, or by any breach of this Lease by Landlord.

### **SECTION 8: REPAIRS, MAINTENANCE, AND ALTERATIONS**

#### **8.1 Maintenance of Premises.**

##### **8.1.1 By Landlord.**

**8.1.1.1** Landlord, at its option, may repair, maintain, or replace, the roof, foundation, exterior walls, interior structural walls, all structural components, and all systems (such as mechanical, electrical, HVAC, and plumbing) of or in the office building at the Premises. If Landlord elects not to repair, maintain, or replace the office building at the Premises, Tenant may immediately terminate this Lease and rent will be abated to the extent the Premises are not reasonably usable for Tenant's use.

**8.1.1.2** Landlord shall have no obligation to repair, maintain, or replace any structure or improvement on the Premises. Tenant expressly waives the benefits of any statute now or later in effect that would otherwise give Tenant the right to make repairs at Landlord's expense and deduct that cost from Rent owing to Landlord.

##### **8.1.2 By Tenant.**

**8.1.2.1** Tenant will (a) maintain all portions of the Premises and fixtures situated within the Premises in good order and repair; (b) maintain, repair, or replace, when necessary, all special equipment and decorative treatments installed by or at Tenant's request and that serve the Premises only; (c) make all necessary repairs and replacements to all portions of the Premises and pay Landlord for the repairs or replacements to the Premises if any such repairs or replacements are needed because of Tenant's misuse or primary negligence; and (d) not commit waste to the Premises. If Tenant fails to perform Tenant's obligations under this Section or under any other Section of this Lease, then after ten (10) business days' prior written notice to Tenant, except in an emergency when no notice is required, Landlord may enter the Premises, perform the obligations on Tenant's behalf, and recover the cost of performance, together with interest at the Default Interest Rate, payable by Tenant with the next installment of Rent.

**8.1.2.2** Tenant will perform the following maintenance of the Site: routine cleanup, debris disposal, janitorial services within the premises, landscape maintenance, snow removal, and graffiti removal.

#### **8.2 Condition of Premises upon Termination.**

Upon the termination of this Lease, Tenant will surrender the Premises to Landlord broom clean, in good condition and repair, except for ordinary wear and tear and for casualty damage. All or any of the alterations or improvements to the Premises chosen by Landlord (excluding trade fixtures installed by Tenant and Tenant's other personal property) will, at Landlord's option, either (a) become part of the Premises and belong to Landlord and will be surrendered with the Premises without disturbance upon the termination of

the Lease or (b) be removed by Tenant before the termination of this Lease, in which event Tenant will repair all damage caused thereby. At the time of Landlord's consent to any alteration as required by Section 8.3.2, Landlord will deliver written notice to Tenant of Landlord's exercise of the foregoing option. If Landlord fails to provide that notice, Landlord will be deemed to have elected clause (b) above.

### **8.3 Alterations.**

#### **8.3.1 By Landlord.**

8.3.1.1 If the alteration or change does not materially interfere with Tenant's operation of its business in the Premises, Landlord may modify or alter any improvements in the Premises.

#### **8.3.2 By Tenant.**

8.3.2.1 Unless Tenant obtains Landlord's prior written consent, which consent Landlord may grant or deny in its sole discretion, Tenant will not make or permit to be made any alterations or improvements (a) to the exterior, structure, roof, or electrical, mechanical, or plumbing systems of the Premises, or (b) that cost in excess of Five Thousand Dollars (\$5,000), or (c) that require a building permit. If Landlord consents to Tenant's making any alterations or improvements, the same must be made at Tenant's sole expense, using a contractor first approved in writing by Landlord, and the same must be made in accordance with plans and specifications first approved in writing by Landlord and in accordance with all applicable Laws. Landlord may require a cash deposit or other reasonable security to assure Landlord that the cost of the alterations or improvements will be paid promptly when and as due to avoid any liens.

### **8.4 Trade Fixtures.**

Upon the termination of this Lease, Tenant will remove all trade fixtures, movable furniture, and equipment located on the Premises that belong to Tenant and will repair at its expense any damage caused to the Premises by such removal. If Tenant fails to remove any such property, Landlord may either (a) retain the property and all rights of Tenant with respect to it will cease, the property being deemed abandoned, (b) require Tenant to remove the property, or (c) effect a removal and place the property in storage for Tenant's account. Tenant will be liable to Landlord for the cost or reasonable value of removal, restoration, transportation to storage, and storage, with interest at the Default Interest Rate on all such as expenses.

### **8.5 Entry and Inspection.**

Landlord or Landlord's agents or employees may enter the Leased Premises at any time in the event of an emergency. Otherwise, after giving Tenant twenty-four (24) hours' prior oral notice, Landlord or Landlord's agents or employees may enter the Premises to determine Tenant's compliance with this Lease, to make necessary repairs, or to show the Premises to prospective tenants, lenders, or purchasers. On Landlord's request, Tenant will provide Landlord with keys to all doors at the Leased Premises.

## **SECTION 9: RECONSTRUCTION AND RESTORATION**

### **9.1 Damage.**

If, during the Term, the Premises are damaged by fire or other casualty then Landlord or Tenant may elect to terminate this Lease by giving the other party written notice of the termination within sixty (60) days after the date of the damage. If Landlord commences commercially reasonable action to restore the Premises to a condition comparable to that existing before the damage, then Landlord will thereafter prosecute the restoration to completion with diligence. Tenant will cooperate with Landlord during the period of repair and will vacate all or any part of the Premises to the extent necessary for the performance of the required work. Landlord need not incur expenses for restoration in excess of the net insurance proceeds received by Landlord for that purpose after payment of all reasonable costs, expenses, and attorney fees incurred by Landlord in connection therewith.

## 9.2 Abatement of Rent.

All rent will be abated during the period and to the extent the Premises are not reasonably usable for Tenant's use. If the damage does not cause any material interference with Tenant's use, there will be no Rent abatement.

## 9.3 Repair of Leasehold Improvements and Tenant's Property.

Repair, replacement, or restoration of any of Tenant's fixtures, inventory, leasehold improvements, equipment, or personal property (the "Tenant's Personal Property") will be the responsibility of Tenant. If (a) Tenant's Personal Property is damaged or destroyed by fire or another casualty and (b) this Lease is not terminated, Tenant will promptly commence the restoration and repair of Tenant's Personal Property to a condition comparable to that existing before the damage, and thereafter will prosecute the restoration and repair to completion with diligence.

## SECTION 10: ASSIGNMENT AND SUBLETTING

Tenant will not (voluntarily or by operation of law) assign, transfer, mortgage, pledge, hypothecate, or encumber the Premises or Tenant's leasehold estate or sublet any portion of the Premises, or otherwise transfer any interest in the Premises (each of the foregoing being sometimes referred to as a "Transfer") without Landlord's prior written consent. Any Transfer of this Lease that does not comply with the provisions of this Section 10 will be void. Landlord hereby consents to an office sharing arrangement between Tenant and one or more nonprofit partners selected by Tenant (subject to Landlord's approval as above), subject to Tenant remaining fully responsible for Tenant's obligations under this Lease.

## SECTION 11: CONDEMNATION

### 11.1 Entire or Substantial Taking.

If more than twenty-five percent (25%) of the Premises are taken under the power of eminent domain, or if any taking renders the balance of the Premises unusable for Tenant's use, this Lease may terminate on notice by Landlord or Tenant to the other party as of the date the condemning authority takes possession. A sale by Landlord to any authority with power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, will be deemed a taking under the power of eminent domain under this Section 11. The Rent payable under this Lease will not be reduced by any taking under the power of eminent domain that does not result in a termination of this Lease. Landlord shall have no obligation to restore the any portion of the Premises not taken.

### 11.2 Awards.

Landlord is entitled to any award for a taking of all or any part of the Premises under the power of eminent domain, whether the award is made as compensation for diminution in value of the leasehold or for taking of the fee. Tenant hereby assigns to Landlord all interest in any such award. Nothing in this Lease precludes Tenant from making a separate claim for the value of its lost trade fixtures, Personal Property, or moving expenses if any such claim or award resulting from the claim does not reduce Landlord's award.

## SECTION 12: SIGNS

Tenant will not construct or install any signs, banners, or other advertising material visible from the exterior of the Premises without consent of Landlord, such consent not to be unreasonably withheld, delayed or conditioned; Tenant shall be responsible for cost of any such signs (including sign permits), and for compliance with all applicable Laws.

## SECTION 13: OTHER OBLIGATIONS OF PARTIES

### 13.1 Liens.

Tenant will pay when and as due all claims for work done on the Premises or for services rendered or materials furnished to the Premises and will keep the Premises free from any liens other than liens created by Landlord. If Tenant fails to pay such a claim or to discharge any lien within thirty (30) days of demand, Landlord may either (a) pay the claim on behalf of Tenant and then collect that amount from Tenant or (b) obtain a bond covering the lien and collect all costs and expenses incurred in obtaining the bond, including attorney fees, from Tenant. Amounts paid by Landlord will bear interest at the Default Interest Rate and be repaid by Tenant. Any action taken by Landlord as allowed in this Section will be in addition to any other right or remedy and will not constitute a waiver of any right or remedy Landlord may have because of Tenant's breach of this Lease.

### 13.2 Holding Over.

If Tenant fails to vacate the Premises, remove Tenant's property, or restore the Premises as required by this Lease upon the expiration or earlier termination of this Lease, Landlord may, upon thirty (30) days' prior written notice to Tenant, either (a) treat Tenant as a tenant from month to month, subject to all the provisions of this Lease (except that the Term will be month to month and the Base Rent will be one-hundred-fifteen percent (115%) of the Base Rent payable by Tenant immediately before the end of the Term), or (b) eject Tenant from the Premises and recover damages caused by the wrongful holdover.

### 13.3 Notice.

If any act or omission of Landlord would give Tenant the right, immediately or after the lapse of a period of time, to cancel or terminate this Lease, or to claim a partial or total eviction, Tenant will not exercise that right until (a) it has given written notice of that act or omission to Landlord and each Superior Mortgagee whose name and address has previously been furnished to Tenant and (b) a reasonable period of time has passed to allow the Landlord and each such Superior Mortgagee to cure the condition.

### 13.4 Covenant of Quiet Enjoyment.

Landlord covenants that, as long as no event of default has occurred that remains uncured beyond any applicable cure period allowed by this Lease, Tenant will peaceably and quietly have, hold, and enjoy the Premises during the term of this Lease without any interruption or disturbance from Landlord or any party claiming, by, through, or under Landlord, subject to the terms and conditions of this Lease.

### 13.5 Taxes.

#### 13.5.1 Payment of Taxes.

In addition to Base Rent, Tenant shall pay One hundred percent (100%) of all real property taxes and assessments levied, assessed, or imposed during the Term upon the Property ("Taxes"). Tenant shall pay to Landlord an amount each month which is equal to one-twelfth (1/12) of the estimated annual Property Taxes as Additional Rent. Landlord may, from time to time, by written notice to Tenant, change the estimated monthly amount to be paid based upon the annual Property Tax Assessment from the County Tax Assessor.

#### 13.5.2 Definition of Real Property Tax.

The term "Taxes" includes (a) all ad valorem and other real-property taxes and assessments and personal-property taxes, charges, rates, user fees, duties, and assessments rated, levied, or imposed by any governmental authority with respect to the Land, the Building, and any improvements, fixtures, and equipment located therein or thereon, and with respect to all other property of Landlord, real or personal, located in or on the Land or the Building and used in connection with the operation of the Building; (b) any tax in lieu of a real-property tax; (c) any tax or excise levied or assessed by any governmental authority on the rentals payable under this Lease or rentals accruing from the use of the Land or the Building; and (d) any tax or excise imposed or assessed by or against Landlord that is measured or based in whole or in part on the capital employed by

Landlord to improve the Land and construct the building. Taxes do not include federal or state, corporate or personal income taxes. In addition to the foregoing, Tenant will pay before delinquency all taxes, assessments, licenses, fees, and charges assessed, imposed, or levied on (i) Tenant's business operations, (ii) all trade fixtures, (iii) leasehold improvements, (iv) merchandise, and (v) other personal property in or about the Premises.

## **SECTION 14: DEFAULTS AND REMEDIES**

### **14.1 Default.**

The following events constitute events of default.

#### **14.1.1 Payment Default.**

Tenant fails to pay any Rent or any other amount due under this Lease, within three (3) business days after receiving notice that the same is past due. No notice and no opportunity to cure will be required if Landlord has previously given Tenant notice of failure to make any such payment required by this Lease two (2) or more times in any twelve (12) month period during the Term.

#### **14.1.2 Unauthorized Transfer.**

Tenant makes any Transfer of Tenant's interest in this Lease, including any assignment or subletting of it, without Landlord's prior written consent as set forth in Section 10.

#### **14.1.3 Abandonment of Premises.**

Tenant fails to occupy or use the Premises for the purposes described in Section I.7 for a total of thirty (30) or more consecutive calendar days during the Term, unless such failure is excused under any other provision of this Lease.

#### **14.1.4 Default in Other Term or Covenant.**

Tenant fails to comply with any other term, covenant, or condition of this Lease or to fulfill any other obligation of this Lease within twenty (20) days after written notice by Landlord specifying the nature of the failure with reasonable particularity. No notice and no opportunity to cure will be required if Landlord has previously given Tenant notice of failure to comply with such term or condition or to fulfill such other obligation of this Lease two or more times in any twelve-month period during the Term.

#### **14.1.5 Insolvency Defaults.**

(a) Dissolution, termination of existence, insolvency on a balance-sheet basis, or business failure of Tenant; (b) Tenant's commencement of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; (c) the entry of a decree or order for relief against Tenant in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; (d) the appointment of or the consent by Tenant to the appointment of a receiver, trustee, or custodian of Tenant or of any of Tenant's property; (e) an assignment for the benefit of creditors by Tenant; (f) Tenant's failure generally to pay its debts as they become due; (g) Tenant's making or suffering a fraudulent transfer under applicable federal or state law; (h) Tenant's concealment of any of its property in fraud of creditors; or (i) the imposition of a lien through legal proceedings or distraint upon any of the property of Tenant which is not discharged or bonded. During any period in which there is a Guarantor of this Lease, each reference to "Tenant" in this paragraph will be deemed to refer to "Guarantor" or "Tenant" separately.

### **14.2 Remedies upon Default.**

Upon any default, Landlord may exercise any one or more of the following remedies, or any other remedy available under applicable law.

#### **14.2.1 Retake Possession.**

(a) To the extent permitted by law, Landlord may reenter and retake possession of the Premises, without

notice, either by summary proceedings or by any other applicable action or proceeding, or by other means, including self-help. (b) Upon retaking possession of the Premises, Landlord may use the Premises for Landlord's own purposes or relet the Premises on any reasonable terms without prejudice to any other remedies that Landlord may have by reason of Tenant's default. None of these actions will be deemed an acceptance of surrender by Tenant. To the extent permitted by law, and except as expressly provided in this Lease, Tenant waives the service of (i) any notice of intention to terminate this Lease or to retake the Premises, (ii) any demand for payment of Rent or for possession, and (iii) any and every other notice or demand required or permitted under applicable law.

#### **14.2.2 Relet the Premises.**

Landlord at its option may relet the whole or any part of the Premises, from time to time, to any tenants, for any terms ending before, on, or after the expiration date of the Term, at any rentals, and on any other conditions (including concessions and free-rent periods) that Landlord, in its sole discretion, determines to be appropriate. Landlord is to use commercially reasonable efforts to mitigate any damages incurred by Landlord as a result of any default by Tenant. However, no failure to mitigate damages by Landlord will operate to relieve Tenant of any liability under this Lease or otherwise affect Tenant's liability.

#### **14.2.3 Damages for Default.**

Whether or not Landlord retakes possession of or relets the Premises, Landlord may recover all damages caused by the default (including but not limited to unpaid Rent, attorney fees reasonably incurred, but excluding any costs of reletting the Premises) together with interest thereon at the Default Interest Rate. Landlord may sue periodically to recover damages as they accrue during the remainder of the Term without barring a later action for further damages. Landlord may at any time bring an action seeking accrued damages plus damages for the remaining Term as allowed by Law.

#### **14.3 Cure of Tenant's Default.**

Without prejudice to any other remedy for default, Landlord may perform any obligation of Tenant or make any payment required by Tenant under this Lease if Tenant fails to do so. On demand, Tenant will immediately reimburse Landlord for Landlord's costs of such performance, including reasonable attorney fees and all disbursements, together with interest at the Default Interest Rate from the date of expenditure until fully paid.

### **SECTION 15: MISCELLANEOUS**

#### **15.1 Waivers.**

No waiver by either party of performance of any provision of this Lease will be deemed to be a waiver of nor prejudice such party's right to otherwise require performance of the same provision or any other provision.

#### **15.2 Recording.**

Tenant will not record this Lease or any memorandum of it without Landlord's prior written consent, which consent Landlord may withhold in its sole discretion.

#### **15.3 Notices.**

All notices, demands, consents, approvals, and other communications provided for in this Lease will be invalid unless set forth in writing and delivered by facsimile transmission, overnight air courier, personal delivery, or registered or certified U.S. mail with return receipt requested to the appropriate party at its address as set forth in Section 1.6 for Tenant and Section 1.3 for Landlord. Addresses for notices may be changed from time to time by written notice to all other parties. Any communication given by facsimile transmission must be confirmed within forty-eight (48) hours by overnight air courier. Any communication given by mail will be considered received on the earlier of (a) forty-eight (48) hours after deposit in the U.S. mail, with postage prepaid, or (b) actual receipt, as indicated by the return receipt.



Any communication given by facsimile transmission will be considered received when sent with electronic confirmation of it being sent. Any communication given by personal delivery or by overnight air courier will be considered received when delivered.

#### **15.4 Exhibits.**

The Exhibits listed in Section 1.13 are attached to and made a part of this Lease as if they had been set forth in full in this Lease.

#### **15.5 Construction of Lease Provisions.**

(a) This Lease is to be construed and governed by the laws of the state of Oregon; (b) the invalidity or non-enforceability of any provision of this Lease will not affect or impair any other provision in it; (c) this Lease constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter of it; (d) this Lease may not be modified or amended except by written agreement signed by both parties; (e) if there is more than one tenant, the obligations imposed by this Lease on Tenant will be joint and several; (f) time is of the essence of this Lease and each and every provision of it; (g) nothing contained in this Lease creates a principal-and-agent relationship, a partnership, or a joint venture between the parties to it, and no provisions contained in this Lease may be deemed to create any relationship other than that of landlord and tenant; (h) any provision of this Lease that does not require full performance before the expiration or earlier termination of this Lease will survive the expiration or earlier termination of this Lease and will be fully enforceable thereafter; and (i) no representations have been made by Landlord or its agents and the parties have no understandings other than those set forth in this Lease.

#### **15.6 Successors.**

Subject to any limitations on assignments set forth in this Lease, all provisions of this Lease will inure to the benefit of and be binding on the successors and assigns of the parties to this Lease.

#### **15.7 Attorney Fees in Suit or Action; Waiver of Jury Trial.**

##### **15.7.1 Attorney Fees.**

If any suit or action is instituted to interpret or enforce any term or provision of this Lease, the prevailing party will be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, or on appeal, in addition to all other sums provided by law.

##### **15.7.2 Waiver of Jury Trial.**

THE PARTIES EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY OR ANY OTHER PARTY RELATING TO THIS LEASE.

#### **15.8 Dispute Resolution.**

With respect to any dispute between the parties, if the parties are unable to resolve such dispute or controversy within thirty (30) days after it arose, either party may, by delivering five (5) days' written request to the other party, employ the services of a third person mutually acceptable to the parties to conduct and commence a mediation within fifteen (15) days of the person's appointment. The parties will attempt in good faith first to mediate the dispute and use their best efforts to reach agreement on the matters in dispute. Notwithstanding the foregoing, this Section 15.8 will not apply to any dispute concerning the payment of Rent.

#### **15.9 Hazardous Materials; Indemnities.**

##### **15.9.1 Tenant's Representations.**

Tenant warrants and represents that at no time during Tenant's occupancy of the Premises will Tenant

store, or use, or permit the storage or use on, in, or under the Premises of any Hazardous Materials. Notwithstanding the foregoing, Landlord consents to the prudent use by Tenant of normal and customary chemicals and substances (including Hazardous Materials) applied in accordance with sound practices in the use of the Premises in quantities and in accordance with all Laws. Tenant will properly store and dispose of all Hazardous Materials as approved or authorized by Law and will not store or dispose of any Hazardous Materials on the Premises.

#### **15.9.2 Tenant's Indemnity.**

Tenant hereby agrees to indemnify and hold Landlord harmless from and against all costs, including attorney fees and court costs, incurred in the cleanup and restoration of the Premises resulting from (a) any Hazardous Materials brought onto the Premises by Tenant or its agents, employees, contractors, or invitees and any contamination by Hazardous Materials that results, directly or indirectly, from the use of the Premises by Tenant; and (b) any and all claims for liability, loss, damages, or expenses (including attorney fees) suffered by Landlord in connection with the existence of Hazardous Materials on the Premises, including in the soil or groundwater underlying or adjacent to the Premises and in the water, sewage, and drainage systems connected to and within the Premises, to the extent that such hazardous materials were deposited, discharged, or stored on or about the Premises by Tenant or its employees, agents, contractors, or invitees.

#### **15.10 Force Majeure.**

Whenever this Lease prescribes a period of time for action to be taken by a party, that party will not be liable or responsible for, and the computation for the period of time will exclude, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, acts of terrorism, Laws, or any other causes of any kind whatsoever that are beyond the reasonable control of the party. This provision will not be applicable to excuse any delay in the payment of Rent or any other money owed by Tenant to Landlord.

#### **15.11 Authority.**

The persons executing this Lease on behalf of Landlord and Tenant each hereby covenant and warrant that the execution of this Lease is duly authorized by the party executing this Lease, that such party is qualified to do business in Oregon, and that the person signing on behalf of each party was duly authorized by that party to bind that party to this Lease.

#### **15.12 No Offer.**

This Lease is submitted to Tenant based on the understanding that such submittal is not an offer and will not bind Landlord in any way until (a) Tenant has duly executed and delivered duplicate originals of this Lease to Landlord; and (b) Landlord has executed and delivered one of such originals to Tenant.



EXHIBIT A – CONSENT

The parties have executed this Lease to be effective on June 1, 2024.

City of Albany, Oregon (Landlord)

Approved as to Form:

*[Handwritten signature of Shane Wooton]*

By: Shane Wooton  
Fire Chief

*[Handwritten signature of M. Sean Kidd]*

By: M. Sean Kidd  
City Attorney

STATE OF OREGON) SS  
County of Linn)

This instrument was acknowledged before me on March 12, 2024, by Shane Wooton, Fire Chief of the City of Albany, a Municipal Corporation.

*[Handwritten signature of Rachel Bottemiller]*

Notary Public for Oregon  
My commission expires: 11/17/2026



Hughes Fire Equipment Inc. (Tenant)  
An Oregon Corporation

*[Handwritten signature of Mike Ernst]*

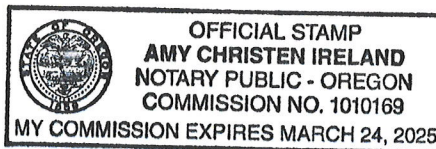
By: Mike Ernst

STATE OF OREGON) SS  
County of Lane)

This instrument was acknowledged before me on March 11, 2024, by Michael Ernst, VP of Finance of Hughes Fire Equipment, Inc., an Oregon Corporation.

*[Handwritten signature of Amy Christen Ireland]*

Notary Public for Oregon  
My commission expires: 3/24/25



## EXHIBIT B – DESCRIPTION OF LEASED PREMISES

LEASE Between the CITY OF ALBANY and HUGHES FIRE EQUIPMENT, INC.

1980 Three Lakes Road, Albany, OR 97322, 11S-03W-09D-01104, more particularly described as:

Recorded Volume MF-0820 Page 557, Linn County, Oregon, recorded on February 14, 1997.

Beginning at the Southwest corner of that parcel conveyed to Dyer Land Development, Inc. and described in that deed recorded in Volume MF-188 Page 50, Linn County Records which point is 1868.20 feet North 89° 54' East, 592.78 feet South 0° 06' East 650.15 feet South 6° 00' East 470.28 feet South 84° 08' West and 496.31 feet South 0° 17' 55" West of the northwest corner of the Edward N. White Donation Land Claim No. 48, Township 11 South, Range 3 West of the Willamette Meridian, Linn County, Oregon; thence along the lines of that parcel described in contract conveyed to Lester Bault and recorded in Volume MF-75 Page 920, Linn County records, South 0° 17' 55" West 243.18 feet, East 316.84 feet and North 0° 17' East 242.20 feet to the Easterly extension of the South line of said Dyer parcel; thence North 89° 49' 25" West 316.77 feet to the point of beginning.

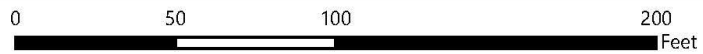
The premises include the following structures and parking:

A building containing approximately 2,470 square feet of leasable area and an outdoor paved area of approximately 4,000 square feet, as shown on Exhibit C.

### Leased Property at 1980 Three Lakes Rd. Exhibit C



E:\Information\Account\Projects\City Manager\Items\Leased Property at 1980 Three Lakes Rd. Exhibit C.mxd



Date: 5/20/2019 Map Source:



**CITY OF ALBANY, OREGON  
LEASE OF PROPERTY AMENDMENT NO. 1**

- 1. Contract for: Vehicle Maintenance Facility Lease
- 2. Location of Change: Rent (Section 1.11) and Leased Premises Exhibits B & C
- 3. Tenant: Hughes Fire Equipment, Inc

Address: 910 Shelley Street  
Springfield, OR 97477

- 4. Description of Contract Change(s):

Addition of use of one vehicle bay, 850 square feet of Station 13, located at 1980 Three Lakes Road, Albany, to the existing Lease Agreement, reflected in Exhibits B & C. Tenant may use the most northern bay of Station 13 (see Exhibit C) for the permitted use outlined in the Lease (Attachment A), during business hours, Monday through Friday, 8:00 a.m. – 5:00 p.m. Additional vehicle bay will not affect the property taxes.

The monthly base rent will increase by \$465, resulting in a total rent of \$16,695 for the remaining nine months in monthly installments of \$1,855. There will be no change to the additional rent for property taxes.

Contract amendment is effective October 1, 2024. All other terms and conditions will remain unchanged.

- 5. Proposal by Tenant: We hereby agree to incorporate the above-described changes to the agreement listed in Item No. 1.

In consideration of the above, it is understood and agreed that the Lease shall be modified as shown in Item No. 4 above. Other than the changes to the Agreement listed here, the original agreement shall remain in force and unchanged.

**HUGHES FIRE EQUIPMENT, INC:**

Date: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_

- 6. Authorization by City of Albany: We hereby accept the Proposal as set forth in Item No. 5 above and hereby authorize the Contractor to proceed accordingly.

**CITY OF ALBANY, OREGON:**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Rachel Bottemiller, Contract Administrator  
Fire Department Business Manager

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Chris LaBelle, Fire Chief

## EXHIBIT B – DESCRIPTION OF LEASED PREMISES

LEASE Between the CITY OF ALBANY and HUGHES FIRE EQUIPMENT, INC.

1980 Three Lakes Road, Albany, OR 97322, 11S-03W-09D-01104, more particularly described as:

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The premises include the following structures and parking:

A building containing approximately 2,470 square feet of leasable area and an outdoor paved area of approximately 4,000 square feet, as shown on Exhibit C.

The most northern vehicle bay of Fire Station 13, approximately 850 square feet, as shown in Exhibit C.



3630

3660

1810

1980

Three Lakes Rd

Leased Bay

Leased Parking Area

Leased Shop



L:\Richards\ArcMap Projects\City Manager & Finance\Leased\_Property\_at\_1980\_three\_lakes\_rd.mxd



0 25 50 100 Feet

# Station 13 Lease Agreement

Date: 8/7/2024 Map Source: City of Albany

Exhibit C <sup>146</sup>



# MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager *PT*  
Chris Bailey, Public Works Director *CB*

FROM: Robb Romeo, Transportation Manager *RR*

DATE: September 9, 2024, for the September 25, 2024, City Council Meeting

**SUBJECT:** Ratification of Contract Award for AR-24-21, Fixed Base Operator (FBO) Building and Historic Hangar Rehabilitation and Approval to Apply for and Accept a Federal Aviation Administration Bipartisan Infrastructure Law Grant

Relates to Strategic Plan theme: An Effective Government

## Action Requested:

Staff recommends that Council ratify the City Manager's decision to: award a contract in the amount of \$392,541.00 to the responsive, responsible bidder, Umpqua Roofing Company, Inc., of Eugene, OR; authorize, by resolution (Attachment 2), submission of an application and acceptance of Federal Aviation Administration (FAA) Bipartisan Infrastructure Law (BIL) funds; and provide the required local match to complete the Fixed Base Operator (FBO) Building and the Historic Hangar Rehabilitation.

## Discussion:

On Tuesday August 13, 2024, bids were opened for AR-24-21, FBO Building and Historic Hangar Rehabilitation. There were three bids received, and two were nonresponsive. The responsive, responsible bidder, Umpqua Roofing Company, Inc., submitted a bid of \$392,541.00. The engineer's estimate was \$274,425 before asbestos was found in the roofing materials. A bid summary is provided as Attachment 1.

### *Project Description*

The FBO building and the 1929 historic hangar rehabilitation will include installation of new roof membranes on the FBO building and historic hangar and removal of existing gas heaters in the hangar portion of the FBO building and in the historic hangar. New gas infrared heaters will be installed in the FBO hangar and new electric infrared heaters will be installed in the historic hangar.

### *Funding Process*

On November 15, 2021, the Federal Government made available funds for airports under the Public Law 117-58-Infrastructure Investment and Jobs Act referred to as the BIL. BIL is a once-in-a-generation investment in America's transportation network with goals of modernizing infrastructure, increasing equity in transportation, helping fight climate change, strengthening the supply chain, and creating jobs. The Albany Airport has been allotted BIL funding in the amount of \$159,000 per year for fiscal years 2021-2026 for projects identified in its capital improvement plan (CIP).

The BIL funds will cover 90 percent of the project cost with a required 10 percent local match from the City. The Albany Municipal Airport is eligible to use a Critical Oregon Airport Relief (COAR) grant to offset the City match costs. On February 12, 2024, council authorized, by resolution, acceptance of the COAR grant, which will pay up to 90 percent of Albany's local match requirement, reducing the City's match amount to one percent of the total project cost.

cityofalbany.net





The FAA has a somewhat unique process for awarding funding for major capital projects that is different from other grant processes. The FAA works with several funding sources and attempts to fund as many capital projects across the northwest region as possible from available funds. Thus, they wait until projects are bid before the grant process begins to know the precise dollar amounts involved. Compared to the typical City grant process, these steps are out of order. AR-24-21, FBO Building and Historic Hangar Rehabilitation, has been bid and the dollar amount communicated to the FAA along with the estimated costs for engineering services for design and construction oversight.

*Summary of Total Estimated Project Cost*

Based on the project bid and anticipated engineering costs, the total estimated project cost is \$463,541.00. A summary of estimated costs and funding sources is shown in the table below.

Project Elements	Estimated Costs
<b>Project Costs:</b>	
FBO Building Historic Hangar Roofing/Asbestos Abatement Construction	\$392,541.00
Engineering Services	\$66,000.00
Admin fees	\$5,000.00
Total Project	\$463,541.00
<b>Funding Sources:</b>	
FAA BIL Grant (90%)	\$417,186.90
COAR Grant (9%)	\$41,718.69
City Airport Capital (1%)	\$4,635.41

As provided in Albany Municipal Code (AMC) 2.66.030, the City Manager, acting as Contracting Agency, may award a contract requiring City Council approval should conditions exist that require an immediate purchase and the City Council is unable to approve the contract award, with a report to be submitted to the Council at the next regularly scheduled meeting. This option was exercised in order to submit the FAA application in a timely manner.

Staff recommends that council ratify the award of contract in the amount of \$392,541.00 to Umpqua Roofing Company, Inc., contingent upon the award of a FAA grant; and authorize, by resolution, the submission of a grant application and acceptance of FAA grant funds in the amount of \$417,186.90 to complete the FBO Building and Historic Hangar rehabilitation improvements.

**Budget Impact:**

This project will be funded by FAA and COAR grants covering 99 percent of the project costs with the remaining 1 percent (\$4,653.41) from the Airport Capital Projects fund (20340900). There are sufficient Airport capital funds to complete this project.

RR:kc

Attachments (2)





**CITY OF ALBANY, OREGON**  
**Public Works Department**  
**Construction Contract Bids**

**Project:** AR-24-21, FBO Building and Historic Hangar Rehabilitation

**Bid Opening:** Tuesday, August 13, 2024

Engineer's Estimate	Umpqua Roofing Company, Inc. (Eugene, OR)	Tru-North [Non-responsive bidder] (Newport, OR)
\$274,425.00	\$392,541.00	\$385,802.66



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE CITY OF ALBANY TO APPROVE THE AWARD OF CONTRACT FOR FIXED BASE OPERATOR BUILDING AND HISTORIC HANGAR REHABILITATION TO UMPQUA ROOFING COMPANY, INC.; APPLY FOR AND ACCEPT A GRANT AWARD FOR FEDERAL AVIATION ADMINISTRATION FUNDS; AND A COMMITMENT TO PROVIDE THE REQUIRED LOCAL MATCH

WHEREAS, the City solicited bids that were opened on August 13, 2024, for AR-24-21, Fixed Base Operator (FBO) Building and Historic Hangar Rehabilitation and received three bids, with two nonresponsive; and

WHEREAS, the responsive, responsible bidder, Umpqua Roofing Company, Inc., is from Eugene, Oregon, and submitted a bid of \$392,541.00; and

WHEREAS, Albany Municipal Code (AMC) 2.66.030 provides for the city manager, acting as contracting agency, to award a contract requiring city council approval should conditions exist that require an immediate purchase, and the city council is unable to approve the contract award, with a report to be submitted to the council at the next regularly scheduled meeting; and

WHEREAS, the City of Albany is eligible to receive Federal Aviation Administration (FAA) grant funds; and

WHEREAS, approval of the FAA is required to expend these funds on capital projects for the benefit of the Albany Municipal Airport; and

WHEREAS, a receipt of these funds will allow for installation of new roof membranes and new gas heaters, which is estimated to cost \$463,541.00; and

WHEREAS, a 10 percent local match is required for FAA grant funds; and

WHEREAS, the City of Albany has accepted a Critical Oregon Airport Relief (COAR) grant to fund 90 percent of the required 10 percent match; and

WHEREAS, Oregon Local Budget Law provides that expenditures in the year of receipt of grants, gifts, bequests, or devices be transferred to local government in trust for a specific purpose may be made after enactment of a resolution or ordinance authorizing the expenditure (ORS 294.326(4)).

NOW, THEREFORE, BE IT RESOLVED that the Albany City Council hereby approves and endorses the submittal of a grant application to the FAA and accepts the grant award for the purpose of rehabilitating the roofing membranes and adding infrared heaters; and

BE IT FURTHER RESOLVED that the Albany City Council accept the proposal and approve the award of contract to Umpqua Roofing Company, Inc., for AR-24-21, FBO Building and Historic Hangar Rehabilitation.

BE IT FURTHER RESOLVED that the public works director is hereby authorized to sign a contract with Umpqua Roofing Company, Inc.

DATED AND EFFECTIVE THIS 25TH DAY OF SEPTEMBER 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

NOTICE TO CONTRACTORS  
CITY OF ALBANY, OREGON  
**INVITATION TO BID**

Category of Bid: Construction (Rebid)  
Engineer's Estimate: \$250,000 and \$300,000  
**Bids due at 2:00 p.m., (Pacific Time), Tuesday, August 13, 2024**

The City of Albany hereby extends an invitation to submit bids for:

**FIXED BASE OPERATOR (FBO) BUILDING AND HISTORIC HANGAR REHABILITATION, AIP Project No. 3-41-0001-021-2024.** Major elements of work for the project include but not limited to installation of new roof membranes on the hangar portion of the FBO building and the entire Historic Hangar. Work will also include removal of existing roof and asbestos abatement on the hangar portion of the FBO building and may include removal of existing gas heaters in the hangar portion of the FBO building and in the Historic Hangar. If the additive is selected by the City, new gas infrared heaters will be installed in the FBO hangar and new electric infrared heaters will be installed in the Historic Hangar.

Bids shall be submitted to Diane Murzynski in the Finance Department, at [procurement@albanyoregon.gov](mailto:procurement@albanyoregon.gov) and received **not later than 2:00 p.m., on Tuesday, August 13, 2024**, or any extension of the time made by addendum. Bids will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line must include the project number and name as follows: **AR-24-21, FBO BUILDING AND HISTORIC HANGAR REHABILITATION, AIP Project No. 3-41-0001-021-2024**. The body of the email should plainly identify (1) the project name, (2) the bid opening time and date, (3) the bidder's name, and (4) the contractor's license number (per ORS 701). Immediately following the filing deadline, the bids will be opened and publicly read using a virtual hosted meeting, <https://global.gotomeeting.com/join/623409989>. Interested parties may also dial in using their phones (1-571-317-3122, access code 623-409-989). Bid totals will be posted on the City's website at <https://albanyoregon.gov/bids>.

Contract bid documents may be downloaded from the City of Albany website at <https://albanyoregon.gov/bids>. It is imperative those who download the contract bid documents check the website regularly for addenda, clarifications, and other pertinent notifications. All who are known by the City of Albany to have received a complete set of the contract bid documents will receive notification when additional items are posted. Please email [contracts@albanyoregon.gov](mailto:contracts@albanyoregon.gov) to be added to the Plan Holder's list.

Contract Documents may be examined at either the Office of the Engineer, Precision Approach Engineering, Inc., 5125 SW Hout Street, Corvallis, OR 97333, or a printed set may be purchased from Precision Approach Engineering for \$75 by phoning (541) 754-0043. For project information concerning the proposed work, please contact Geoff Vaughn, Precision Approach Engineering, Inc., (541) 231-6645.

Each Bidder must have access to a current set of City of Albany *Standard Construction Specifications* which can be found on the City's website at <https://albanyoregon.gov/standard-construction-specifications>. All questions will be addressed via an addendum to the solicitation documents and posted to the City website.

An optional pre-bid conference will be held at **10:00 a.m., Thursday, August 1, 2024**, at the Albany Municipal Airport, 525 Aviation Way SE, Albany, OR 97322. Potential bidders are strongly encouraged to attend the meeting to review the site conditions and ask project related questions.

This contract is for a public work subject to ORS 279C.800 to 279C.870 and the Davis-Bacon Act (40 U.S.C. 3141 et seq). The Bidder must agree that the requirements and conditions of employment be observed, and minimum wage rates as established by the U.S. Secretary of Labor or the Oregon Bureau of Labor and Industries, including any appropriate amendments. The contractor shall pay the state or federal prevailing wage rate, whichever is higher, and adhere to the most stringent requirements under this contract.

The City's contract contains a clause which incorporates by reference all of the provisions of ORS Chapter 279A-C which are applicable to public contracts. Bidders are expected to be familiar with these provisions including, but not limited to, recent changes to ORS Chapter 279C.

No bid for a construction contract shall be received or considered by the City of Albany unless the Bidder is registered with the Construction Contractors Board as required by ORS Chapter 701 or licensed by the State Landscape Contractors Board as required by ORS 671.530.

A 10% bid bond, certified check, or cashier's check must accompany each bid on all projects and must be forfeited if the bidder fails to enter into a Contract with the City of Albany within 10 days after the date of the Notice of Award. **A scanned copy must be submitted with the bid.**

The requirements of 49 CFR Part 26 apply to this contract. It is the policy of the City of Albany to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The City of Albany encourages participation by all firms qualifying under this solicitation regardless of business size or ownership. The City of Albany is an equal opportunity and affirmative action employer. Small, minority, veteran, and women-owned businesses are encouraged to submit bids. Refer to the City of Albany for a copy of the Disadvantage Business Enterprise (DBE) Program.

The City of Albany has a DBE contract goal of 5.17% in compliance with their 49 CFR Part 26 program. The goal is a contractual obligation, and the Bidder is directed to refer to the City of Albany for a copy of the goal methodology. The Bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The proposed project is subject to the following additional regulations:

1. The proposed Contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions.
2. All labor on the project shall be paid no less than the minimum wage rates established by the U.S. Secretary of Labor, or the Oregon Bureau of Labor and Industry, whichever is higher.
3. Each Bidder must supply all the information required by the Bid Documents and Specifications.
4. The EEO requirements, labor provisions, and wage rates are included in the Specifications and Bid Documents and are available for inspection at the Office of the Engineer, Precision Approach Engineering, 5125 SW Hout Street, Corvallis, OR 97333.
5. Each Bidder must complete, sign, and furnish with his/her bid all required forms contained in the Bid Document.
6. A Contractor having 50 or more employees and his/her subcontractors having 50 or more employees and who may be awarded a contract of \$50,000 or more will be required to maintain an affirmative action program, the standards for which are contained in the Specifications.
7. Where the bid of the apparent low responsible Bidder is in the amount of \$1 million or more, the Bidder and his known first-tier subcontracts, which will be awarded subcontracts of \$1 million or more, will be subject to full, onsite, pre-award equal opportunity compliance reviews before the award of the Contract for the purpose of determining whether the Bidder and his subcontractors are able to comply with the provisions of the equal opportunity clause.
8. To be eligible for an award, each Bidder must comply with the affirmative action requirements which are contained in the Specifications.
9. Disadvantaged Business Enterprises (DBEs) as defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. The Owner's award of this contract is conditioned upon the Bidder satisfying the good faith effort requirements of 49 CFR §26.53.
10. Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards or requirements for the employment of minorities.
11. All solicitations, contracts, and subcontracts resulting from projects funded under the AIP must contain the foreign trade restriction required by 49 CFR Part 30, Denial of Public Works Contracts to Suppliers of Goods and Services of Countries that Deny Procurement Market Access to U.S. Contractors.
12. Bidders on this work will be required to comply with the provisions of the President's Executive Order No. 11246 concerning equal employment opportunity, including all amendments and requirements issued thereunder. The requirements for Bidders and Contractors under this Order are explained in the Contract Documents.
13. Bidders are not required to be licensed under ORS 468A.720 (concerning asbestos removal) to be awarded this contract.
14. If this contract requires demolition, Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. (ORS 279C.510).

15. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to a grant issued under the Airport Improvement Program.

The City of Albany reserves the right to waive any irregularities or informalities in the bid or bidding process, reject any bid or all bids not in compliance with all prescribed public bidding procedures and requirements, may reject for good cause any or all bids upon a finding of the City that it is in the public interest to do so, and to postpone the award of the Contract for a period of time which, however, shall not extend beyond 120 days from the bid opening date. This project will be partially funded with a grant from the Federal Aviation Administration (FAA). Contractor must comply with 2 CFR §200 and *Appendix II to Part 200 - Contract Provisions for Non-federal Entity Contracts Under Federal Awards*. The award of the contract is subject to the approval of the Federal Aviation Administration and availability of Federal Funding.

Dated this 29th day of July 2024.



Diane M. Murzynski, NIGP-CPP, CPPO, CPPB  
Contracts & Procurement Officer

PUBLISH: Daily Journal of Commerce on Monday, July 29, 2024  
City of Albany Website on Monday, July 29, 2024

**BID RESULTS**

**CITY OF ALBANY**

333 Broadalbin St. SW, PO Box 490  
Albany, OR 97321

**APPARENT BID RESULTS –**

- This information is provided to contractors as a courtesy.
- This information does not take into account responsibility or responsiveness of bidders.
- Contract award will be made by the Albany City Council
- It is the City's intent to award to the lowest responsible, responsive bidder.

**Project: Fixed Base Operator (FBO) Building and Historic Hangar Rehabilitation (Rebid)**

**Project Manager: Robb Romeo and Precision Approach Engineering, Inc**

**Project Opening: August 13, 2024 2:00 PM**

BIDDERS:			Tru-North Construction			Umpqua Roofing**	
BASE BID SCHEDULE							
ITEM NO.	DESCRIPTION	NO. UNITS	UNIT OF MEASURE	Unit Price Dollars/Cts	TOTAL	Unit Price Dollars/Cts	TOTAL
1	Mobilization	1	LS	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00
2	Roof Membrane	1,891	SY	\$116.34	\$219,998.94	\$113.00	\$213,683.00
3	FBO Building Roof Removal and Asbestos Abatement	888	SY	\$140.77	\$125,003.76	\$83.00	\$73,704.00
<b>SUM OF BASE BID TOTALS</b>					<b>\$360,002.70</b>		<b>\$297,387.00</b>

ADDITIVE BID SCHEDULE							
ITEM NO.	DESCRIPTION	NO. UNITS	UNIT OF MEASURE	Unit Price Dollars/Cts	TOTAL	Unit Price Dollars/Cts	TOTAL
A1	Electric Infrared Heater	6	EA	\$1,466.66	\$8,799.96	\$3,189.00	\$19,134.00
A2	Gas Infrared Heater	8	EA	\$1,500.00	\$12,000.00	\$4,520.00	\$36,160.00
A3	Miscellaneous Electrical Improvements	1	LS	\$2,500.00	\$2,500.00	\$10,362.00	\$10,362.00
A4	Miscellaneous Gas Improvements	1	LS	\$2,500.00	\$2,500.00	\$29,498.00	\$29,498.00
<b>SUM OF ADDITIVE BID TOTALS</b>					<b>\$25,799.96</b>		<b>\$95,154.00</b>
<b>GRAND TOTAL (BASE BID SCHEDULE AND ADDITIVE SCHEDULE A)</b>					<b>\$385,802.66</b>		<b>\$392,541.00</b>

\*\* Apparent Successful Bidder  
Total Pending Award \$392,541.00

## CONTRACT

THIS CONTRACT is made between the CITY OF ALBANY, a municipal corporation, hereinafter called "City" and Umpqua Roofing Co., Inc., hereinafter called "Contractor."

### WITNESSETH:

Contractor, in consideration of the sums to be paid and other covenants herein contained, agrees to perform and complete the work herein described and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor and perform all work in accordance with the applicable *Standard Construction Specifications*, the Special Specifications (aka Specifications, Special Provisions) found herewith, and in accordance with such alterations or modifications of the same as may be made by the City, and according to such directions as may from time to time be made or given by the Project Manager under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of Contractor.

The applicable Drawings, the applicable *Standard Construction Specifications*, all sections of Special Provisions, and the Schedule of Contract Prices bound herewith are hereby specifically referred to and by reference made a part hereof and shall by such reference have the same force and effect as though all of the same were fully inserted herein.

Contractor must faithfully complete and perform all of the obligations of this Contract, and in particular, must promptly, as due, make payment of all just debts and obligations incurred in the performance of said Contract and must not permit any lien or claim to be filed or prosecuted against City.

Contractor must furnish City with a 100% Performance Bond and a 100% Payment Bond. In addition to the required Payment Bond and Performance Bond, unless exempt under ORS 279C.836 (7), (8), or (9), Contractor is required to file a \$30,000 Public Works Bond with the Construction Contractors Board to be used exclusively for unpaid wages determined to be due by BOLI. The general contractor is required to verify that subcontractors have filed a public works bond before permitting a subcontractor to start work on a project unless exempt under ORS 279C.836 (7), (8) or (9).

Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

Contractor agrees to protect, indemnify, and hold harmless the City against any and all loss, claims, or suits (including costs and attorney's fees) for or on account of injury to or death of persons, damage to, or destruction of property belonging to either the City or others occurring by reason of the act or neglect of Contractor, Contractor's employees, or agents (including subcontractors) in connection with the performance of this Contract.

Contractor, its subcontractors, if any, must certify that during the term of this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any local, state, or federal department or agency.

**Contractor must agree to abide by all applicable federal requirements for procurement, as defined in 2 CFR Part 200 and Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards, if any federal funds are used for the Project.**

It is expressly understood that this Contract must be governed by the laws of the State of Oregon. The statutes of the State of Oregon for public works contracts, specifically but not exclusively ORS Chapter 279 A-C as amended or superseded, including the latest additions and revisions, are incorporated by reference as part of the contract documents, and the party contracting with the City of Albany hereby covenants and

agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 A-C, et seq, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, the party contracting with the City of Albany further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. Contractor and its subcontractors, if any, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.

Contractor further declares by the signing of this Contract that all the provisions required by ORS 279C.800 through 279C.870 relating to the payment of prevailing wage rates for work performed under the Contract with the City of Albany must be complied with, and that daily/weekly/holiday/weekend overtime will be paid, unless the amount of the contract is \$50,000 or less, in which case the prevailing wage rate requirement shall not apply. If Contractor fails, neglects, or refuses to make prompt payment for labor or services, the City can pay and withhold these amounts from payments due Contractor (ORS 279C.515). Contractor must indemnify the City from claims of damages resulting from actual or alleged violations of these obligations.

As required by ORS 279C.520, Contractor must comply with ORS 652.220 and ORS 659A, and must not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Contractor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles the City to terminate this Agreement for cause. **Contracts valued at \$500,000 with employers that have 50 or more employees are required to take Pay Equity Training and submit a certificate as proof before being awarded a contract.** Contractor must certify it has taken the required Pay Equity Training and provide a certificate to the City.

**Contractor understands that if the price of this Contract exceeds \$500,000, the City will deposit amounts withheld as retainage into an interest-bearing escrow account for the benefit of the City as outlined in ORS 279C.570(2), unless Contractor elects an alternative in lieu of cash retainage, such as bonds, securities or other instruments, or a deposit of a surety bond. Contractor must receive interest on the retained moneys from the date Contractor's related payment request is fully approved by the City until the date the retained moneys are paid by the City to Contractor. Payment of retainage is deemed to be "paid" when the payment is transmitted to Contractor.**

In consideration of the faithful performance of all of the obligations herein set out, and in consideration of the faithful performance of this Contract, City agrees to pay to Contractor the amount earned, as determined from the actual quantities of work performed and prices and other basis of payment specified, taking into consideration any amounts that may be deductible, under the terms of the Contract.

Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said proposal.

Said improvements must be completed by the date specified in said Contract Documents and if not so completed, unless said time for completion is extended, as provided in the Contract Documents, or if extended, if the same is not completed within the time extended, City will be caused to incur liquidated damages as specified in the Contract Documents. Liquidated damages must be retained out of any monies due or to become due under this agreement.



Payments must be made as provided in the Contract Documents. Notwithstanding anything in this agreement to the contrary, the City's obligation to pay money beyond the current fiscal year shall be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the city manager or other officer charged with the responsibility for preparing the City's biennial budget must include in the budget for each fiscal year the amount of the City financial obligation payable in such year and the city manager or such other officer must use his/her/their best efforts to obtain the annual appropriations required to authorize said payments.

The Parties acknowledge that the parties and their counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

Should suit or action be undertaken to enforce any of the terms of this agreement or to seek damages for its breach, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, including expert witness fees, incurred therein, and such costs and fees as may be required on appeal, including those incurred on appeal. Jurisdiction for litigation must be vested exclusively in the courts of Oregon, Oregon law must apply, and venue must lie in the Circuit Courts in and for Linn County, Oregon.

The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement and the other party may inscribe that date as the date associated with the signing party's signature.

IN WITNESS WHEREOF, the undersigned duly authorized officials have caused this contract to be executed on behalf of their respective parties.

**UMPQUA ROOFING CO., INC.:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

*(Note: Signatures of two officers are required for a corporation.)*

\_\_\_\_\_  
Construction Contractors Board License Number

UEI, if federal funded: \_\_\_\_\_

DBE, if applicable: \_\_\_\_\_

Tax Identification No.: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**CITY OF ALBANY, OREGON:**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Chris Bailey, Public Works Director

APPROVED AS TO FORM:

\_\_\_\_\_

M. Sean Kidd, City Attorney



# MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager *PT*  
Chris Bailey, Public Works Director *CB*

FROM: Staci Belcastro, P.E., City Engineer *SB*  
Nolan Nelson, P.E., Civil Engineer III *NN*

DATE: September 10, 2024, for the September 25, 2024, City Council Meeting

**SUBJECT:** Ratify Contract for BR-22-01, Salem Avenue Bridge Over Cox Creek  
Relates to Strategic Plan theme: Safe City, Great Neighborhoods, Effective Government

### Action Requested:

Staff recommends that Council, by motion, ratify the award of this contract in the amount of \$351,632.00 to the low bidder, Wildish Standard Paving Co. of Eugene, OR 97404.

### Discussion:

On Thursday, September 5, 2024, bids were opened for BR-22-01, Salem Avenue Bridge Over Cox Creek. There were 4 bids submitted for this project, ranging from \$351,632 to \$691,275. The Engineer's estimate was \$342,500. A bid summary is provided as Attachment 1.

#### *Project Description*

Salem Avenue is a major east-west arterial in Albany, with high volumes of both car and truck traffic; it is a primary route for emergency responses in this area of town. The Salem Avenue bridge over Cox Creek was constructed in 1940 and has significant scour, which will degrade the bridge as it continues. Staff applied for grant funding through the Oregon Department of Transportation (ODOT) Local Bridge Program and was successful in securing grant funding in the amount of \$738,567.63 requiring a 10.27 percent local match of \$84,532.37. This project will include construction of improvements to the bridge to address current scour and improve the spillway to prevent future scour. A project vicinity map is included as Attachment 2.

#### *Load Limit / Albany Municipal Code 2.66.030*

On August 7, 2024, the city received a letter from the Oregon Department of Transportation requiring a 6-ton load limit be placed on the Salem Avenue Bridge over Cox Creek due to active scour undermining the spillway apron and abutments. Salem Avenue is an essential route for not only general traffic but also for emergency response vehicles. The fire department's firefighting apparatus and ambulances are all substantially heavier than the 6-ton weight restriction, necessitating rerouting of emergency vehicles and impacting response times. Because of this, staff was able to secure an emergency in-water work permit, then finalized the design in order to fast track construction of improvements required to lift the load limit on the bridge. The following option provided in Title 2.66.030 in Albany Municipal Code was exercised in order to expedite execution of the contract and not delay construction of the improvements needed to lift the 6-ton weight restriction on the Salem Avenue Bridge.



As provided in Albany Municipal Code (AMC) 2.66.030, the city manager, acting as the contracting agency, may award a contract requiring city council approval should conditions exist that require an immediate purchase when the city council is unable to approve the contract award, with a report to be submitted to the council at the next regularly scheduled meeting. This option was exercised to not delay construction time.

*Summary of Estimated Project Costs*

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

Project Components	Estimated Cost
<b>I. Engineering Costs</b>	
a. Engineering	\$100,000
b. Construction Inspection	\$ 30,000
<i>Engineering Subtotal</i>	\$130,000
<b>II. Construction Costs</b>	
a. Construction Contract	\$351,600
b. Construction Contingency (10%)	\$ 35,200
c. Other Construction Costs (Survey, Testing)	\$ 10,000
<i>Construction Subtotal</i>	\$396,800
<i>Total Estimated Project Cost</i>	\$526,800
<i>Project Budget</i>	\$823,500
<i>Under/ (Over) Project Budget</i>	\$296,700

**Budget Impact:**

This project will be funded from a grant through the Oregon Department of Transportation Local Bridge Program. The grant requires a 10.27% local match and there are adequate funds in the Street Capital and Restoration Fund (25040250) to cover the local match.

NN:SB:ss

Attachments (2)

- c: Robb Romeo, Transportation Manager
- Jeff Babbitt, Public Works Business Manager

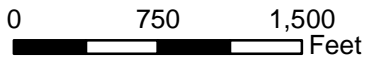
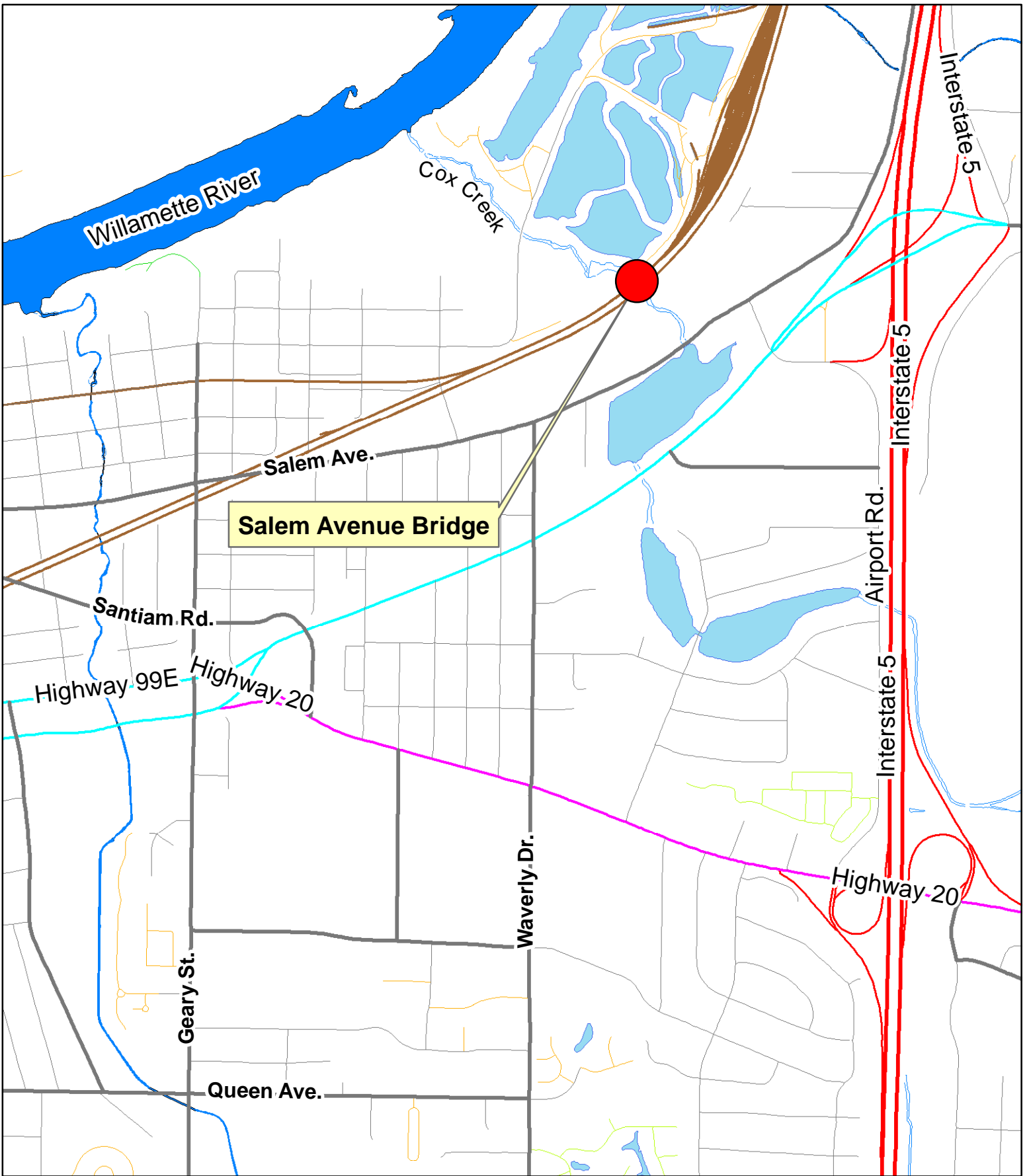


**CITY OF ALBANY, OREGON**  
**Public Works Department**  
**Construction Contract Bids**

**Project:** BR-22-01, Salem Avenue Bridge Over Cox Creek

**Bid Opening:** Thursday, September 5, 2024

Engineer's Estimate	Wildish Standard Paving Co. (Eugene, OR)	Haley Construction Co., Inc. (Lebanon, OR)	K & E Excavating, Inc. (Salem, OR)	Knife River Corp. NW Tangent, OR
\$342,500	\$351,632	\$354,000	\$489,800	\$691,275



Attachment 3  
Salem Avenue Bridge over Cox Creek Vicinity Map



NOTICE TO CONTRACTORS  
CITY OF ALBANY, OREGON  
**INVITATION TO BID**

Category of Bid: Construction

Engineer's Estimate: \$350,000

Bids due at 2:00 p.m., (Pacific Time), Thursday, September 5, 2024

The City of Albany hereby extends an invitation to submit bids for:

**BR-22-01, Salem Avenue Bridge Over Cox Creek:** This project includes scour repair of the Salem Avenue Bridge over Cox Creek and extension of the existing spillway from Waverly Lake. Any undermining to the existing structure will be filled and the banks and downstream section will have additional rip-rap added for erosion protection.

Time is of the essence to acquire a qualified Contractor for required work to begin in September 2024. Bids shall be submitted to Diane Murzynski in the Finance Department, at [procurement@albanyoregon.gov](mailto:procurement@albanyoregon.gov) and must be received **not later than 2:00 p.m., Thursday, September 5, 2024**, or any extension of the time made by addendum. Bids will be considered time-stamped and received by the City when received in the procurement email inbox. The email subject line shall include the project number and name as follows: **BR-22-01, Salem Avenue Bridge Over Cox Creek**. The body of the email should plainly identify (1) the project name, (2) the bid opening time and date, (3) the bidder's name, and (4) the contractor's license number (per ORS 701). Immediately following the filing deadline, the bids will be opened and publicly read using a virtual hosted meeting, <https://global.gotomeeting.com/join/623409989>. Interested parties may dial in using their phones (1-571-317-3122, access code 623-409-989). Bid totals will be posted on the City's website at <https://albanyoregon.gov/bids>.

Contract bid documents may be downloaded from the City of Albany website at <https://albanyoregon.gov/bids>. It is imperative those who download the contract bid documents check the website regularly for addenda, clarifications, and other pertinent notifications. All who are known by the City of Albany to have received a complete set of the contract bid documents will receive notification when additional items are posted. Please email [pw.quotes@albanyoregon.gov](mailto:pw.quotes@albanyoregon.gov) to be added to the Plan Holder's list.

Each bidder must have access to a current set of City of Albany *Standard Construction Specifications*, which can be found on the City's website at <https://www.albanyoregon.gov/standard-construction-specifications>. All public improvements are required to conform to these specifications and bid prices must reflect these specifications. For project information, call Nolan Nelson at 541-791-0130.

All City contracts contain a statement declaring the bidder agrees to comply with the provisions of ORS 279C.800 through 279C.870 regarding payment of prevailing wages. The City's contract contains a clause which incorporates by reference all of the provisions of ORS Chapter 279C which are applicable to public contracts. Bidders are expected to be familiar with these provisions including, but not limited to, recent changes to ORS Chapter 279C.

**No bid will be received or considered unless the bidder is licensed by the Construction Contractors Board for construction projects or licensed with the State Landscape Contractors Board for landscaping projects.**

A 10% bid bond, certified check, or cashier's check must accompany each bid on all projects and must be forfeited if the bidder fails to enter into a Contract with the City of Albany within 10 days after the date of the Notice of Award. A scanned copy must be submitted with the bid.

DATED this 26th day of August 2024.

Diane M. Murzynski, NIGP-CPP, CPPO, CPPB  
Contracts & Procurement Officer

PUBLISH: Daily Journal of Commerce on Monday, August 26, 2024  
City of Albany Website on Monday, August 26, 2024

CITY OF ALBANY  
 PUBLIC WORKS DEPARTMENT--Engineering  
 333 Broadalbin St. SW, PO Box 490  
 Albany, OR 97321  
 Telephone: (541) 917-7676 Fax: (541) 917-7573

**APPARENT BID RESULTS –**

- This information is provided to contractors as a courtesy.
- This information does not take into account responsibility or responsiveness of bidders.
- Contract award will be made by the City of Albany City Council.
- It is the City's intent to award to the lowest responsible, responsive bidder.

**PROJECT: BR-22-01, Salem Avenue Bridge Over Cox Creek**

**PROJECT MANAGER: Nolan Nelson**

**BID DATE: 9/5/24**

ITEM NO.	DESCRIPTION	BIDDERS:		Engineer's Estimate		Wildish Standard Paving Co. Eugene, OR		Haley Construction Co. Inc. Lebanon, OR		K & E Excavating, Inc. Salem, OR		Knife River Corp. NW Tangent, OR	
		NO. UNITS	UNIT OF MEASURE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization	1	Lump Sum	40,000.00	\$40,000.00	80,000.00	80,000.00	35,400.00	35,400.00	48,500.00	48,500.00	137,000.00	137,000.00
2	Temporary Traffic Control	1	Lump Sum	25,000.00	\$25,000.00	43,182.00	43,182.00	40,000.00	40,000.00	30,000.00	30,000.00	45,000.00	45,000.00
3	Erosion Prevention and Sediment Control	1	Lump Sum	10,000.00	\$10,000.00	7,000.00	7,000.00	32,425.00	32,425.00	20,000.00	20,000.00	25,000.00	25,000.00
4	Work Area Isolation and Dewatering	1	Lump Sum	30,000.00	\$30,000.00	75,000.00	75,000.00	140,500.00	140,500.00	215,000.00	215,000.00	305,000.00	305,000.00
5	Unclassified Excavation	85	Cubic Yard	600.00	\$51,000.00	270.00	22,950.00	155.00	13,175.00	270.00	22,950.00	280.00	23,800.00
6	Class 100 Riprap	120	Cubic Yard	200.00	\$24,000.00	250.00	30,000.00	200.00	24,000.00	260.00	31,200.00	635.00	76,200.00
7	Structural Concrete Class 4000	15	Cubic Yard	3,500.00	\$52,500.00	2,300.00	34,500.00	1,930.00	28,950.00	3,000.00	45,000.00	1,675.00	25,125.00
8	Non-Structural Concrete	75	Cubic Yard	1,000.00	\$75,000.00	600.00	45,000.00	274.00	20,550.00	750.00	56,250.00	450.00	33,750.00
9	Fish Rocks	1	Lump Sum	5,000.00	\$5,000.00	7,000.00	7,000.00	4,000.00	4,000.00	5,500.00	5,500.00	11,000.00	11,000.00
10	Site Restoration	1	Lump Sum	30,000.00	\$30,000.00	7,000.00	7,000.00	15,000.00	15,000.00	15,400.00	15,400.00	9,400.00	9,400.00
<b>TOTAL</b>					<b>342,500.00</b>		<b>351,632.00</b>		<b>354,000.00</b>		<b>489,800.00</b>		<b>691,275.00</b>

## CONTRACT

THIS CONTRACT is made between the CITY OF ALBANY, a municipal corporation, hereinafter called "City" and WILDISH STANDARD PAVING CO., hereinafter called "Contractor."

### WITNESSETH:

Contractor, in consideration of the sums to be paid and other covenants herein contained, agrees to perform and complete the work herein described and to furnish all necessary machinery, tools, apparatus, equipment, supplies, materials, and labor and perform all work in accordance with the applicable *Standard Construction Specifications*, the Special Specifications (aka Specifications, Special Provisions) found herewith, and in accordance with such alterations or modifications of the same as may be made by City, and according to such directions as may from time to time be made or given by the Engineer under the authority and within the meaning and purpose of this Contract. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Contractor.

The applicable Drawings, the applicable *Standard Construction Specifications*, all sections of Special Provisions, and the Schedule of Contract Prices bound herewith are hereby specifically referred to and by reference made a part hereof and shall by such reference have the same force and effect as though all of the same were fully inserted herein.

The Contractor must faithfully complete and perform all of the obligations of this Contract, and in particular, must promptly, as due, make payment of all just debts and obligations incurred in the performance of said Contract and must not permit any lien or claim to be filed or prosecuted against City.

Contractor must furnish City with a 100% Performance Bond and a 100% Payment Bond. In addition to the required Payment Bond and Performance Bond, unless exempt under ORS 279C.836 (7), (8), or (9), the Contractor is required to file a \$30,000 Public Works Bond with the Construction Contractor's Board to be used exclusively for unpaid wages determined to be due by BOLI. The general contractor is required to verify that subcontractors have filed a public works bond before permitting a subcontractor to start work on a project unless exempt under ORS 279C.836 (7), (8) or (9).

Contractor, its subcontractors, if any, and all employers working under this Contract are subject employers under the Oregon Workers' Compensation Law and must comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.

Contractor agrees to protect, indemnify, and hold harmless City against any and all loss, claims, or suits (including costs and attorney's fees) for or on account of injury to or death of persons, damage to, or destruction of property belonging to either City or others occurring by reason of the act or neglect of the Contractor, Contractor's employees, or agents (including subcontractors) in connection with the performance of this Contract.

Contractor, its subcontractors, if any, must certify that during the term of this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any local, state, or federal department or agency.

Contractor must agree to abide by all applicable federal requirements for procurement, as defined in 2 CFR Part 200 and Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts under Federal Awards, if any federal funds are used for the Project.

It is expressly understood that this Contract must be governed by the laws of the State of Oregon. The statutes of the State of Oregon for public works contracts, specifically but not exclusively ORS Chapter 279 A-C as amended or superseded, including the latest additions and revisions, are incorporated by reference as part of the contract documents, and the party contracting with City of Albany hereby covenants and agrees to comply with all of the obligations and conditions applicable to public contracts pursuant to ORS 279 A-C, et seq, as though each obligation or condition were set forth fully herein. In addition, if the contract identified above calls for a public improvement as that term is defined by ORS 279A.010, the party contracting with City of Albany further agrees to comply with all obligations and conditions applicable to public contracts for public improvements pursuant to ORS 279C, et seq, as though each obligation or condition were set forth fully herein. Contractor and its subcontractors, if any, agree to comply with the Oregon Consumer Information Protection Act, ORS Sections 646A.600 through 646A.628.

Contractor further declares by the signing of this Contract that all the provisions required by ORS 279C.800 through 279C.870 relating to the payment of prevailing wage rates for work performed under the Contract with the City of Albany must be complied with, and that daily/weekly/holiday/weekend overtime will be paid, unless the amount of the contract is \$50,000 or less, in which case the prevailing wage rate requirement shall not apply. If Contractor fails, neglects, or refuses to make prompt payment for labor or services, City can pay and withhold these amounts from payments due Contractor (ORS 279C.515). Contractor must indemnify City from claims of damages resulting from actual or alleged violations of these obligations.

As required by ORS 279C.520, Contractor must comply with ORS 652.220 and ORS 659A, and must not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. Contractor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles City to terminate this Agreement for cause. **Contracts valued at \$500,000 with employers that have 50 or more employees are required to take Pay Equity Training and submit a certificate as proof before being awarded a contract.** Contractor must certify it has taken the required Pay Equity Training and provide a certificate to City.



Contractor understands that if the price of this Contract exceeds \$500,000, City will deposit amounts withheld as retainage into an interest-bearing escrow account for the benefit of City as outlined in ORS 279C.570(2), unless Contractor elects an alternative in lieu of cash retainage, such as bonds, securities or other instruments, or a deposit of a surety bond. Contractor must receive interest on the retained moneys from the date Contractor's related payment request is fully approved by City until the date the retained moneys are paid by City to Contractor. Payment of retainage is deemed to be "paid" when the payment is transmitted to Contractor.

In consideration of the faithful performance of all of the obligations herein set out, and in consideration of the faithful performance of this Contract, City agrees to pay to Contractor the amount earned, as determined from the actual quantities of work performed and prices and other basis of payment specified, taking into consideration any amounts that may be deductible, under the terms of the Contract.

Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said proposal.

Said improvements must be completed by the date specified in said Contract Documents and if not so completed, unless said time for completion is extended, as provided in the Contract Documents, or if extended, if the same is not completed within the time extended, City will be caused to incur liquidated damages as specified in the Contract Documents. Liquidated damages must be retained out of any monies due or to become due under this agreement.

Payments must be made as provided in the Contract Documents. Notwithstanding anything in this agreement to the contrary, City's obligation to pay money beyond the current fiscal year shall be subject to and dependent upon appropriations being made from time to time by the City Council for such purpose; provided, however, that the City Manager or other officer charged with the responsibility for preparing City's biennial budget must include in the budget for each fiscal year the amount of City financial obligation payable in such year and the City Manager or such other officer must use his/her best efforts to obtain the annual appropriations required to authorize said payments.

The Parties acknowledge that the parties and their counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

Should suit or action be undertaken to enforce any of the terms of this agreement or to seek damages for its breach, the prevailing party shall be entitled to an award of its reasonable attorney fees, costs, and expenses, including expert witness fees, incurred therein, and such costs and fees as may be required on appeal, including those incurred on appeal. Jurisdiction for litigation must be vested exclusively in the courts of Oregon, Oregon law must apply, and venue must lie in the Circuit Courts in and for Linn County, Oregon.

The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement. If a party signs but fails to date a signature the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this Agreement and the other party may inscribe that date as the date associated with the signing party's signature.

IN WITNESS WHEREOF, the undersigned duly authorized officials have caused this contract to be executed on behalf of their respective parties.

**CONTRACTOR: WILDISH STANDARD PAVING CO.**

**CITY OF ALBANY, OREGON:**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Chris Bailey, Public Works Director

DATE: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Peter Troedsson, City Manager

*(Note: Signatures of two officers are required for a corporation.)*

APPROVED AS TO FORM:

Construction Contractor's Board License Number \_\_\_\_\_

DBE, if applicable: \_\_\_\_\_

UEI, if applicable: \_\_\_\_\_

Tax Identification No.: \_\_\_\_\_



\_\_\_\_\_  
M. Sean Kidd, City Attorney


Telephone Number: ( ) \_\_\_\_\_



# MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager   
Chris Bailey, Public Works Director 

FROM: Jeff Babbitt, Public Works Business Manager 

DATE: September 9, 2024, for the September 25, 2024, City Council Meeting

**SUBJECT:** Contract Extension: Water Meter Reading Services

Relates to Strategic Plan theme: Effective Government

### Action Requested:

Staff requests that the City Council, by motion, ratify the final two-year contract extension for water meter reading services effective October 1, 2024, with Metereaders, LLC.

### Discussion:

The contract with our current meter reading vendor is set to expire on September 30, 2024. The contract has an option for an additional two-year term. Staff had been previously informed by the vendor in February 2024 that the per-read fee would be increasing by roughly 50 percent due to various increased costs the vendor has incurred over the past year. When staff became notified of the increased costs, a comprehensive salary survey of comparable jurisdictions was conducted by Human Resources to determine what adding a meter reader position to the Utility Billing work group would cost.

Initially, the savings of hiring an in-house meter reading position were going to be significant enough to justify the change. While staff was preparing to bring the new meter reading position to council in July, the vendor came back with a final cost proposal that provided the City a cost savings over creating an internal position within the Utility Billing department. The current price per read is \$0.618 and would increase to \$0.75 per read effective October 1, 2024.

There are many benefits of retaining the current meter reading vendor. By continuing our long-term relationship, the City is retaining the extended knowledge the vendor has of our meter locations. Additionally, the vendor is required to meet meter reading date deadlines, train their staff, and cover any staff shortages that may occur due to vacation, sickness, or loss of staff.

As provided in Albany Municipal Code (AMC) 2.66.030, the city manager, acting as the contracting agency, may award a contract requiring city council approval should conditions exist that require an immediate purchase and the city council is unable to approve the contract award, with a report to be submitted to the council at the next regularly scheduled meeting. This option was exercised to allow time to finalize the extension before the contract expired.

### Budget Impact:

The budget impact of the two-year contract extension for the remainder of this biennium will be an increase of approximately \$22,000. There are adequate funds available to support this increase within the Utility Billing budget.

JB:kc

[cityofalbany.net](http://cityofalbany.net)





**CITY OF ALBANY**  
**CONTRACT AMENDMENT NO. 2**

1. Contract for: Water Meter Reading Services
2. Change Location: Contract Term and Price Adjustment
3. Vendor: Metereaders LLC  
Address: PO Box 1902, Lake Oswego, OR 97035
4. DESCRIPTION OF CONTRACT CHANGE(S):
  - a. Section C(4): Beginning October 1, 2024, the fee per water meter read will be \$.75 per water meter and will be subject to annual review and fee adjustment based on the average of the previous 12 months change in the U.S. City Average of the CPI-U from October 2024 – September 2025.
  - b. Section E: Commencement Date and Duration for two additional years, beginning October 1, 2024, through September 30, 2026.
  - c. All other terms and conditions will continue as agreed.
5. Proposal by Vendor: We hereby agree to incorporate the above-described changes to the agreement listed in Item No. 1. In consideration of the above, it is understood and agreed that the Contract shall be modified as shown in Item No. 4 above. Other than the changes to the agreement listed here, the original agreement shall remain in force and unchanged.

**METEREADERS LLC:**

Date: 9/5/2024

By: Bruce Reid

Title: Sales & Technical Director

6. Authorization by City of Albany: We hereby accept the proposal as set forth in Item No. 5 above and hereby authorize the Vendor to proceed accordingly.

**CITY OF ALBANY, OREGON:**

9/5/2024  
Date

By: Jeff Babbitt  
Jeff Babbitt, Contract Administrator  
Public Works Business Manager

9/5/2024  
Date

By: Chris Bailey  
Chris Bailey, Public Works Director

<u>Original:</u> Recorders Files/Finance	<u>Signed copies:</u> Vendor & Procurement	<u>Project File:</u> Scan/Attach to Purchase Order
------------------------------------------	--------------------------------------------	----------------------------------------------------