

ALBANY CITY COUNCIL AGENDA

Wednesday, November 20, 2024
6:00 p.m.

Council Chambers, City Hall
333 Broadalbin Street SW

Watch on YouTube: <https://www.youtube.com/user/cityofalbany>

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. Business from the public
4. Adoption of resolution
 - a. Ambulance service fee Increase – Chris LaBelle [Pages 3-7] RES NO. _____ p. 5
5. Award of contracts
 - a. City fuel services and products – Jeanna Yeager [Pages 8-11] RES NO. _____ p. 10
6. Approval of agreement
 - a. IGA with Linn Benton Community College – Erik Ikenouye [Pages 12-19] RES NO. _____ p. 13
7. Adoption of consent agenda
 - a. Resignation [Pages 20-21]
 - 1) Accepting Jerred Taylor's resignation from the Budget Review Committee
 - b. Approval of minutes [Pages 22-23]
 - 1) October 23, 2024, City Council meeting
 - c. Recommendations to OLCC [Pages 24-25]
 - 1) Approve full on-premises commercial liquor license application for Indian Family Kitchen LLC, 641 Hickory St NW #160
 - 2) Approve retail off-premises liquor license application for Tienda La Paloma LLC, 1101 Santiam Rd SE
 - d. Approval of contract amendment
 - 1) Cartegraph/OpenGov contract increase [Pages 26-44]
 - e. Acceptance of grant
 - 1) SHARE Initiative grant [Pages 45-46] RES NO. _____ p. 46

MOTION: _____



8. Staff reports
 - a. Award of OSFM Community Wildfire Risk Reduction grant – Chris LaBelle
[Pages 47-48] RES NO. _____ p. 48
 - b. Modification of existing access/utility easement through city property – Matthew Ruetters
[Pages 49-52] MOTION _____
 - c. Disposition of real property at Ninth Avenue and Jackson Street – Matthew Ruetters
[Pages 53-58] MOTION _____
9. Business from the council
10. City manager report
11. Next meeting dates
Monday, December 9, 2024; 4:00 p.m. work session
Wednesday, December 11, 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

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

FROM: Chris LaBelle, Fire Chief

DATE: November 8, 2024, for the November 20, 2024, City Council Meeting

SUBJECT: Ambulance Service Fee Increase

Relates to Strategic Plan theme: A Safe City, An Effective Government

Action Requested:

City Council approval by resolution to increase ambulance service fees effective January 1, 2025, to account for service growth and to index rates up to inflation in future years.

Discussion:

The ambulance service base rate and some associated fees were last increased in January 2019. Since that time, the Fire Department’s call volume has gone up 15 percent. The current proposal will raise four of the eleven fees. The change will help address the demand for ambulance service including personnel and operating costs as well as medical equipment maintenance and replacement costs that keep ambulances available for emergency response.

An average bill for a typical ambulance transport, based on the proposed changes, would be \$2,296 (base rate and three miles of transport). If the patient is on Medicare or Medicaid, Medicare will pay only \$455 of that cost, resulting in a write-off of \$1,750. Last fiscal year the Fire Department invoiced over \$11.1 million for ambulance service and wrote off more than \$6.8 million, primarily due to the high volume of Medicare and Medicaid patients. The law prohibits billing a patient for the amount not covered by Medicare or Medicaid.

The proposed increases to the base rate, mileage, and aid-call are based on rising costs for equipment, medication, and personnel. Inflation since 2019 has been 25.7% without any adjustments to rates to match expenditures. A new fee, Wall Time, is to account for extended wait times when transferring care of a patient to a hospital or ER facility. This fee will be charged to the facility, not the patient. Several neighboring jurisdictions already have this fee in place.

Following are the proposed changes to the Ambulance Fee Schedule:

	Current	Proposed
Base Rate	\$ 1,650.00	\$ 2,200.00
Mileage (per loaded mile)	\$ 20.00	\$ 32.00
Bariatric Services	\$ 530.00	\$ 530.00
Extrication/Rescue/Engine Assist	\$ 635.00	\$ 635.00
Aid Call (no transport)	\$ 630.00	\$ 750.00



Service Delivery Fee	\$ 250.00	\$ 250.00
FireMed Membership (annual)	\$ 70.00	\$ 70.00
Stand-by Coverage (per unit/per hour)	\$ 270.00	\$ 270.00
Stand-by Coverage (per EMT/per hour)	\$ 90.00	\$ 90.00
Waiting Time	\$ 180.00	\$ 180.00
Wall Time	\$ 0.00	\$ 200.00
Extra EMT	\$ 90.00	\$ 90.00

The following chart shows the basic ambulance service fees of other fire departments/districts as compared to Albany’s current and proposed rates, ranked by base rate.

District/Department	County	Base Rate	Aid Call	Mileage (per mile)	Wall Time
Polk County Fire District #1	Polk	\$1,600	\$640	\$23	
South Lane Fire and Rescue	Lane	\$1,600	\$800	\$40	\$400
Albany Fire – Current	Linn	\$1,650	\$630	\$20	\$0
Jefferson Fire District	Marion	\$1,800	\$700	\$25	
Redmond Fire District	Deschutes	\$1,850	\$250	\$18	
Dallas Fire Department	Polk	\$1,874.12	\$588.47	\$27.49	
Sweet Home Fire District	Linn	\$1,900	\$600	\$25	\$225
Corvallis Fire Department	Benton	\$1,900	\$650	\$26	\$200
Salem Fire Department	Marion	\$1,927	\$917	\$37	
Marion County Fire District #1	Marion	\$1,927	\$917	\$37	\$300
Eugene/Springfield Fire	Lane	\$2,020	\$929.50	\$26.28	
Albany Fire – Proposed	Linn	\$2,200	\$750	\$32	\$200
Lebanon Fire District	Linn	\$2,200	\$550	\$35	\$210
TVFR Yamhill County	Yamhill	\$2,271	\$250	\$29.83	\$133.44
McMinnville Fire Department	Yamhill	\$2,292	\$638.83	\$30	\$100
Lane Fire Authority	Lane	\$2,300	\$800	\$25	\$90
Keizer Fire District	Marion	\$2,409	\$917	\$47	\$375
Bend Fire Department	Deschutes	\$2,594	\$648	\$15	\$75
Average of Other Ambulance Providers		\$2,025	\$674	\$29	\$211

Budget Impact:

The Fire Department estimates \$1,381,727 in additional revenue in the first fiscal year, based on projected non-Medicare/Medicaid ambulance transports. Revenue in additional years will be subject to the Consumer Price Index (CPI-U). Fees will be automatically adjusted each July 1, beginning July 1, 2026. Adjustments will match the Index up to inflation.

Attachments: resolution



RESOLUTION NO. _____

A RESOLUTION ESTABLISHING AMBULANCE SERVICE FEES AND REPEALING RESOLUTION NO. 6792.

WHEREAS, the City of Albany Fire Department operates an ambulance service; and

WHEREAS, the City Council reviews and authorizes ambulance service fees.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the fees described in Exhibit A be established effective January 1, 2025, for services provided by the Fire Department’s ambulance service; and

BE IT FURTHER RESOLVED that the Fire Department shall offer an ambulance membership program called Albany FireMed, which is not insurance but is prepayment of ambulance service charges in excess of any health insurance or other medical benefits the member may have; and

BE IT FURTHER RESOLVED that the Fire Department shall provide emergency medical care at the advanced life support level on all ambulances so long as resources allow; and

BE IT FURTHER RESOLVED that the Fire Department shall reserve the right to accept assignment of payment received from any third-party payer, including the Centers for Medicare and Medicaid Services; and

BE IT FURTHER RESOLVED that the Fire Department shall accept payments received from the Oregon Health Plan as payment in full for ambulance service, except where other medical benefits may exist; and

BE IT FURTHER RESOLVED that fees shall be automatically adjusted each July 1, beginning July 1, 2026, based on the percentage change in the Consumer Price Index (CPI-U Pacific Cities Index) second half report, published in the preceding February of each year. Adjustments will match the Index up to inflation; and

BE IT FURTHER RESOLVED that Resolution No. 6792 is hereby repealed.

DATED AND EFFECTIVE THIS 20TH DAY OF NOVEMBER 2024.

Mayor

ATTEST:

City Clerk

Exhibit A
Ambulance Fee Schedule Effective January 1, 2025*

Base Rate	\$ 1,650.00	\$ 2,200.00
Mileage (per loaded mile)	\$ 20.00	\$ 32.00
Bariatric Services	\$ 530.00	\$ 530.00
Extrication/Rescue/Engine Assist	\$ 635.00	\$ 635.00
Aid Call (no transport)	\$ 630.00	\$ 750.00
Service Delivery Fee	\$ 250.00	\$ 250.00
FireMed Membership (annual)	\$ 70.00	\$ 70.00
Stand-by Coverage (per unit/per hour)	\$ 270.00	\$ 270.00
Stand-by Coverage (per EMT/per hour)	\$ 90.00	\$ 90.00
Waiting Time	\$ 180.00	\$ 180.00
Wall Time	\$ 0.00	\$ 200.00
Extra EMT	\$ 90.00	\$ 90.00

1. **Base Rate:** The base rate fee covers all medical supplies, equipment, procedures, and services associated with pre-hospital medical care and ambulance transportation. Mileage and other services are billed in excess of the base rate. One base rate fee is charged for each patient transported. Only one base rate fee is charged for a round-trip transport from point of origin to destination and back to origin, if the wait time at the destination is 30 minutes or less.
2. **Mileage:** A mileage fee is charged for each patient who is transported. Mileage is based on “loaded miles” from the point of patient origin to destination and is computed to the nearest whole mile. Mileage for round trips is computed on total round-trip mileage.
3. **Bariatric Services:** A bariatric fee may be charge for transporting obese patients requiring additional emergency services personnel and specialized bariatric equipment.
4. **Extrication/Rescue/Engine Assist:** Fees charged when an additional Fire Department unit assists in performing fire suppression activities, extrication, or rescue services.
5. **Aid Call:** An aid call fee is charged when an ambulance responds to a medical incident and provides medical treatment but does not transport the patient. The aid call fee depends on circumstances but is usually only charged when significant medical treatment is provided.
6. **Service Delivery Fee:** A fee charged when the Fire Department is called to a location, but neither transportation nor medical services are required and were not reasonably anticipated to be required. Fees can be charged directly to private assisted living/care facilities and medical transport companies.
7. **FireMed Membership:** The FireMed Membership fee covers the primary member and all dependents regularly living in the household for medically necessary ambulance transportation during the annual membership period. The member and all covered dependents must live within the boundaries of the Albany Fire Department Ambulance response area. The terms of membership benefits are described in the Albany FireMed membership agreement.
8. **Stand-by Coverage (unit):** The stand-by coverage fee is charged to individuals and organizations that request ambulance and EMT stand-by at public events. A unit consists of an on-site ambulance staffed by two EMTs. The EMTs will provide first response and all necessary first aid. A duty ambulance will handle ambulance transportation, and the patient will be charged for ambulance transportation. Regional stand-by coverage rates may be negotiated as part of a multi-jurisdictional agreement.
9. **Stand-by Coverage (EMT):** The stand-by coverage fee is charged to individuals and organizations that want an EMT to stand by at public events. The EMTs will provide first response and all necessary first aid. A duty ambulance will handle ambulance transportation, and the patient will be charged for ambulance transportation. Regional stand-by coverage rates may be negotiated as part of a multi-jurisdictional agreement.

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10. **Waiting Time:** Waiting time is charged when a patient is transported to a medical facility for medical treatment and then returned to the originating facility. This usually occurs between a hospital or care facility and another hospital, but may occur in other circumstances. Waiting time is charged in half -hour increments to the nearest half -hour and is charged only for time spent waiting for the patient. Time spent in transport and patient handling is covered under the base rate and mileage
 11. **Wall Time:** A fee charged to a facility when the Fire Department has transported to an appropriate receiving hospital emergency room and conditions are such that the Albany Fire Department crews are not provided an evaluation room for the patient in a timely manner (less than 30 minutes from time of arrival) and must continue patient care while the patient remains on the ambulance stretcher, causing additional out of service time for the ambulance.
 12. **Extra EMT:** The extra EMT fee may be assessed any time a situation requires an additional EMT or Paramedic for the management of a patient during transport to the hospital.

* These fees shall be automatically adjusted each July 1, beginning July 1, 2026, based on the percentage change in the Consumer Price Index (CPI-U Pacific Cities Index) second half report, published in the preceding February of each year. Adjustments shall match the Index up to inflation.



MEMO



TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Jeanna Yeager, Finance Director
Diane Murzynski, Contracts & Procurement Officer

DATE: November 5, 2024, for the November 20, 2024, City Council Meeting

SUBJECT: Award of Contracts for City Fuel Services and Products
RELATES TO STRATEGIC PLAN THEME: An Effective Government

Action Requested:

Staff requests that council adopt the attached resolution accepting the proposals and awarding contracts to PetroCard, Inc., Kent, WA, for cardlock facility fueling services; and CECO Inc. DBA Carson, Portland, OR, for the delivery of products and services; and authorize the finance director to negotiate and sign contracts with PetroCard, Inc. and CECO Inc. DBA Carson, for a five-year term with an option to extend the contract an additional two, one-year terms.

Discussion:

The City's current contract is for cardlock fuel facility services and is with PetroCard, Inc. and is expiring February 28, 2025. Cardlock fueling facilities allow employees to access fuel for City vehicles at unattended stations using a coded card. Fuel and product delivery services have been previously purchased on an as-needed basis by City departments outside of an established citywide contract. Combining the needs of all city departments will provide cost savings, economies of scale, pricing stability and an established contract that allows for predictable expectations and protections for the City.

On September 16, 2024, the City advertised a competitive Request for Proposals (RFP) for City Fuel Services and Products. The objective was to enter into one or more contracts with qualified contractors to provide a cardlock fuel facility offering unleaded and diesel/biodiesel; delivery of propane, non-ethanol, Diesel Exhaust Fluid (DEF), and bulk fuel; vehicle/individual cards for fueling; incident response product delivery; and emergency on-call services and product delivery response for declared local and/or state emergencies for the City of Albany. The solicitation closed on October 22, 2024, and the City received two responsive, responsible proposals. The firms submitting responses were PetroCard, Inc., in Kent, WA, and CECO Inc. DBA Carson, in Portland, OR.

The City's evaluation committee was comprised of department representatives from fire, police, and members of public works. Staff evaluated the technical proposals based on their experience and qualifications, cardlock facility safety and availability, project understanding and service approach, emergency on-call delivery services and incident response, price proposal, and references.

Both contractor's proposal response met the City's service requirements, demonstrated the necessary experience and service team qualifications, offered safe facilities including a cardlock facility layout providing adequate space for large vehicle ingress and egress, and competitive rates. CECO Inc.'s dispatch location for bulk fuel and product delivery is in Albany; whereas, PetroCard's dispatch location is out of Salem.

Based on the evaluation committee's scores, PetroCard scored five points higher than CECO Inc. PetroCard, Inc. offers lower fuel pricing, \$2.489/gallon 87 octane unleaded fuel compared to CECO, at \$2.63 per gallon. PetroCard is the apparent successful proposer for the mandatory category of service, a cardlock fuel facility. CECO, offers delivery of fuel and products that meet the City's requirements for product delivery, incident

response and emergency response, and delivery of on-call bulk fuel and related product service needs, the second category of services.

The evaluation committee recommends Council award two contracts, one to PetroCard, Inc., headquartered in Kent, WA, with an Oregon office in Clackamas, for cardlock fuel facility services; and a second contract to CECO Inc. DBA Carson, Portland, OR, for the delivery of products and services, including delivery for incident response and emergencies, for a term of five years, with an option to extend the contracts an additional two, one-year terms.

Budget Impact:

We expect anticipated cost savings due to economies of scale. Departments will each be charged directly for their use of the cardlock fuel facility and for product and delivery services.

DM; kbp; lr

Attachment (1) Resolution



A RESOLUTION AWARDING CONTRACTS TO PETROCARD, INC., KENT, WA, FOR CARDLOCK FUEL FACILITY SERVICES; AND CECO INC. DBA CARSON, PORTLAND, OR, FOR FUEL PRODUCTS AND DELIVERY SERVICES; AND AUTHORIZING THE FINANCE DIRECTOR TO ENTER INTO CONTRACTS WITH PETROCARD INC. FOR CARDLOCK FUEL FACILITY SERVICES, AND CECO INC. DBA CARSON FOR FUEL PRODUCTS AND DELIVERY SERVICES

WHEREAS, the current contract for cardlock fuel facility services is with PetroCard, Inc. and will expire February 28, 2025; and

WHEREAS, bulk fuel and related products have been previously purchased on an as-needed basis outside of an established citywide contract directly by departments; and

WHEREAS, on September 16, 2024, the City advertised a competitive Request for Proposals (RFP) for City Fuel Services and Products; and

WHEREAS, the objective was to enter into one or more contracts with qualified contractors to provide a cardlock fuel facility offering unleaded and diesel/biodiesel; delivery of propane, non-ethanol, Diesel Exhaust Fluid (DEF), and bulk fuel; vehicle/individual cards for fueling; incident response product delivery; and emergency on-call services and product delivery response for declared local and/or state emergencies; and

WHEREAS, the RFP closed on October 22, 2024, and the City received two responsive, responsible proposals, PetroCard, Inc., Kent, WA, and CECO Inc. DBA Carson, Portland, OR; and

WHEREAS, the City's evaluation committee was comprised of department representatives from fire, police, and members of public works, who scored the technical proposals based on experience and qualifications; cardlock facility safety; project understanding and service approach; emergency on-call delivery services and incident response; and price; and

WHEREAS, the final scores supported PetroCard, Inc. as the apparent successful proposer for the mandatory category of services, a cardlock fuel facility; and CECO Inc. DBA Carson, is the recommended proposer to provide fuel and related product delivery services, incident response, and on-call fuel and delivery service needs for emergencies; and

WHEREAS, combining the needs of all city departments will provide cost savings, economies of scale, and an established contract; and

WHEREAS, the evaluation committee recommends Council award two contracts for services, PetroCard, Inc., headquartered in Kent, WA, with an Oregon office in Clackamas, for cardlock fuel facility services; and CECO Inc. DBA Carson, Portland, OR, for the delivery of bulk fuel and related products and services, including delivery for incident response and emergencies for an initial term of five years.

NOW, THEREFORE, BE IT RESOLVED that the Albany City Council hereby accepts the proposals and awards a contract to PetroCard, Inc. for cardlock fuel facility services, and CECO Inc. DBA Carson for delivery of bulk fuel and related products and services over a five-year term, with the option to extend the contracts an additional two, one-year terms; and

BE IT FURTHER RESOLVED that the finance director is hereby authorized to sign a contract with PetroCard, Inc. for cardlock fuel facility services, and CECO Inc. DBA Carson for delivery of bulk fuel and related products and services.

DATED AND EFFECTIVE THIS 20TH DAY OF NOVEMBER 2024.



RESOLUTION NO. _____

Mayor

ATTEST:

City Clerk



MEMO



TO: Albany City Council
VIA: Peter Troedsson, City Manager
FROM: Eric Ikenouye, Library Director
DATE: November 8, 2024, for the November 20, 2024, City Council Meeting

SUBJECT: Intergovernmental Agreement with Linn Benton Community College
Relates to Strategic Plan theme: An Effective Government

Action Requested:

Council approval of an intergovernmental agreement (IGA) between the Albany Public Library (APL) and Linn Benton Community College (LBCC) to provide cataloging for library materials.

Discussion:

Albany Public Library staff will provide cataloging services of library items to Linn Benton Community College for a limited number of items. Since LBCC is a member of the Linn Library Consortium these items while housed at LBCC will be available to Albany Public Library patrons.

Budget Impact:

LBCC will reimburse APL at a rate of \$9.00 per item cataloged.

EI:dm
Attachment - Resolution



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH LINN BENTON COMMUNITY COLLEGE FOR CATALOGING OF LIBRARY MATERIALS

WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any and all functions and activities that a party to the Agreement, its officers, or agents have the authority to perform; and

WHEREAS, partnerships with local libraries not only benefit their patrons, but will benefit patrons of the Albany Public Library; and

WHEREAS, entering into an intergovernmental agreement with Linn Benton Community College will strengthen the relationship between libraries in Linn County.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the Albany Public Library Director execute an intergovernmental agreement with Linn Benton Community College for Cataloging of Library Materials (Exhibit A – Intergovernmental Agreement).

DATED AND EFFECTIVE THIS 20TH DAY OF NOVEMBER 2024.

Mayor

ATTEST:

City Clerk

INTERGOVERNMENTAL AGREEMENT

PARTIES

This Intergovernmental Agreement is made and entered into, by and between, Linn Benton Community College, a public education institute of the State of Oregon, 6500 Pacific Blvd SW, Albany, OR 97321, hereinafter referred to as ("LBCC"), and Albany Public Library, a department of the City of Albany, a municipal corporation of the State of Oregon, 333 Broadalbin Street SW, Albany, Oregon 97321, hereinafter referred to as ("ALBANY"), and jointly referred to as ("PARTIES"), or individually as ("PARTY").

RECITALS

1. WHEREAS, ORS 190.007 et seq. provides for intergovernmental cooperation in the interest of furthering economy and efficiency of local government; and
2. WHEREAS, ORS 190.003 for purposes of such intergovernmental cooperation defines a unit of local government as including a county, city, district, or other public corporation, commission, authority, entity organized and existing under statute or city charter; and
3. WHEREAS, ORS 190.010 provides that a unit of local government may enter into a written agreement with any other unit or units of local government for the performance of any or all functions and activities that a PARTY to the Agreement, its officers or agencies, have authority to perform; and
4. WHEREAS, ALBANY has an established library cataloging system for its library materials; and
5. WHEREAS, LBCC has expressed an interest in working with ALBANY to assist their efforts to catalog their library materials; and
6. WHEREAS, ALBANY has agreed to oversee the process for LBCC in an effort to further efficiencies and cooperatively support the needs of LBCC.

NOW, THEREFORE, UNDER THE CONTRACTUAL AUTHORITY OF ORS 190, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

AGREEMENTS

1. TERM AND TERMINATION

- 1.1 This Agreement shall be effective beginning December 1, 2024, through November 30, 2025. This Agreement may be renewed with the consent of both PARTIES. Modifications to extend the existing Agreement will be agreed to by both PARTIES followed by execution of a new Agreement.

- 1.2 Except as otherwise provided herein, this Agreement may be terminated upon thirty (30) days' prior written notice by either PARTY. In the event of termination, a program in operation would be completed through the month before the actual date of termination of this Agreement. Either PARTY may terminate this Agreement at any time upon written notice to the other PARTY if funding becomes unavailable for the PARTY to carry out its obligations under this Agreement or if the PARTY reasonably determines that termination of the Agreement is required by the public interest.

2. MUTUAL RESPONSIBILITIES

- 2.1 Agree to collaborate, coordinate, and communicate to provide a positive and productive process for ALBANY to support library material cataloging for LBCC.
- 2.2 Mutually determine and agree to the quantity of materials to be cataloged per month and the completion delivery time.
- 2.3 Inform the other PARTY of any changes that may need to be incorporated that may influence the project resources and delivery timeline.

3. ALBANY RESPONSIBILITIES

- 3.1 Provide cataloging services for LBCC's library materials.
- 3.2 Work includes, but is not limited to, the organization, classification, and data entry of library materials into a cataloging system agreed upon by both PARTIES.
- 3.3 Services will be rendered by ALBANY's library personnel or other designated personnel with expertise in library materials cataloging.
- 3.4 Unless otherwise specified, ALBANY shall coordinate the required services and allocate resources required to complete the materials cataloging services for LBCC.
- 3.5 Provide ALBANY personnel with supplies and equipment in order to perform the required services. ALBANY will be responsible for the care, maintenance, repair and replacement of ALBANY's supplies and equipment.
- 3.6 ALBANY shall reserve the right to temporarily withdraw any or all ALBANY personnel and resources assigned hereunder in the event a situation arises requiring ALBANY's resources to be reallocated.

4. LBCC RESPONSIBILITIES

- 4.1 LBCC shall identify library materials needed for cataloging services. Monthly estimate is 10 items per month.

- 4.2 Coordinate with ALBANY to provide library materials in a timely manner that enables efficiencies and scheduling of personnel and resources required for the project.
- 4.3 LBCC shall use its best efforts to update and inform ALBANY of any changes to project requirements that may affect personnel and resource scheduling as soon as practicable.

5. COMPENSATION

LBCC agrees to compensate ALBANY for cataloging services based on a rate of \$9.00 per item (estimated at 10 items per month). Any modifications must be made by amendment to this Agreement and approved in writing by both PARTIES.

6. PAYMENT

6.1 ALBANY will provide an itemized invoice monthly within thirty (30) days of the final day of the month. Invoice itemized detail shall include the following:

- Date
- List of Materials cataloged
- Number of personnel
- Number of hours per person
- Number of items cataloged
- Total monthly cost

6.2 ALBANY shall submit invoices to LBCC either:

Electronically to: carlsoc@linnbenton.edu

Or Physically to:
Linn Benton Community College
Attn: Cheryl Carlson
6500 Pacific Blvd SW
Albany, OR 97321

6.3 Payment of invoices is subject to LBCC's review and approval. In the event LBCC believes there is a discrepancy in the invoice, LBCC shall immediately notify ALBANY of such discrepancy; and, if ALBANY is in agreement, the PARTIES will annotate and correct their versions of the invoice, and the adjusted amount shall be due to ALBANY.

6.4 LBCC shall pay undisputed invoices within thirty (30) days from the date LBCC receives the invoice. After forty-five (45) days, ALBANY may assess overdue account charges up to a maximum of two-thirds of one percent ($\frac{2}{3}$ of 1 percent) per month but not more than eight percent (8%) per annum on the outstanding balance pursuant to ORS 293.462. ALBANY shall look solely to LBCC for payment of all amounts LBCC owes to ALBANY.

7. AMENDMENT

No waivers, consent, modification or change of provisions to this Agreement shall be effective unless it is in writing and signed by authorized representatives of the PARTIES.

8. INDEMNIFICATION AND HOLD HARMLESS

Each PARTY shall indemnify and hold harmless, the other PARTY, and its officers, agents and employees, from and against any and all claims, costs, demands, and damages, of any kind, arising from the services performed or omissions of services by the indemnifying PARTY, or resulting from the indemnifying PARTY's own negligent or wrongful actions or omissions, whether occurring to the Albany Public Library or to third parties as a result of the activities to be performed in this Agreement. This obligation shall extend to all claims, costs, damages and demands, as well as costs of defense.

9. INSURANCE

Each PARTY shall maintain adequate levels of liability insurance or self-insurance for liability arising out of the acts, omissions or negligence of the PARTY's officers, board members, employees, agents and volunteers, subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution Article XI, Section 7.

10. NOTICES

Except as specifically provided herein, any notice required or permitted to be given shall be given in writing, shall be effective when actually received, and may be given by hand delivery or by United States mail, first class postage prepaid, addressed to the PARTIES as follows:

If to ALBANY: Peter Troedsson, City Manager
City of Albany
P.O. Box 490
Albany, OR 97321

If to LBCC: Samantha Hines, Library Director
Linn Benton Community College
6500 Pacific Blvd SW
Albany, OR 97321

11. WAIVER

Failure of either PARTY to enforce any provision of this Agreement will not constitute a waiver or relinquishment by the other PARTY of the right to such performance in the future nor of the right to enforce any other provision of this Agreement.

12. SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force and effect if the essential terms and conditions of this Agreement for both PARTIES remain valid, legal and enforceable.

13. DISCRIMINATION

The PARTIES agree not to discriminate on the basis of race, religion, sex, color, national origin, family status, marital status, sexual orientation, gender identity or expression, age, source of income, veteran's status, or mental or physical disability in the performance of this Agreement or in employment by LBCC or ALBANY.

14. OPERATIONS OF AGREEMENT

In any decisions regarding the operation of this Agreement, it is the intent of both PARTIES hereto that the specific provisions of this Intergovernmental Agreement shall govern. Decisions necessary to implement this Agreement that are not covered by the specific provisions of this Agreement shall require the agreement of both PARTIES. Such agreement shall be provided through their designated representatives. In the event that the PARTIES do not reach an agreement on a decision or a particular course of action, the matter will be referred to the nonelected chief executive officers of the respective PARTIES to this Agreement for resolution. Those officers will meet and make a decision regarding this matter. In the event that the chief executive officers are unable to agree, then the issue will be processed in accordance with Section 15 – Dispute Resolution.

15. DISPUTE RESOLUTION

If a dispute arises between the PARTIES regarding breach of this Agreement or interpretation of any term of this Agreement, the PARTIES shall first attempt to resolve the dispute by informal negotiation, followed by mediation. In the absence of an agreement between the PARTIES, either PARTY may apply to the presiding judge of the Linn County Circuit Court for the appointment of suitable mediator(s) or arbitrator(s), and the persons so appointed shall establish the rules of procedure. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration that shall take place in Linn County, and the prevailing PARTY shall be entitled to such reasonable attorney's fees and costs as may be awarded by the arbitrator.

16. ATTORNEYS' FEES

In the event a suit or action is commenced to enforce the terms of this Agreement, the prevailing PARTY shall recover, and the losing PARTY shall pay the prevailing PARTY court costs and reasonable attorney fees incurred in the suit or action. This provision specifically includes any court costs and attorneys' fees incurred by the PARTY prevailing on appeal.

17. COMPLIANCE WITH APPLICABLE LAW

The PARTIES shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to work performed under this Agreement.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the PARTIES. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Agreement.

19. GOVERNING LAW; COURT OF JURISDICTION

The laws of the State of Oregon will govern the validity of this Agreement, its interpretation and performance, and other claims related to it. Venue for litigation will be in the Circuit Courts in and for Linn County, Oregon.

20. ELECTRONIC SIGNATURES

Each PARTY agrees that electronic signatures, whether digital or encrypted, of the PARTIES included in this Agreement, if any, are intended to authenticate this writing and to have the same force and effect as manual signatures. The term "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with a contract or record and executed and adopted by a PARTY with the intent to sign, authenticate or accept such contract or record. Any signature hereto or to any other certificate, agreement or document related to this transaction, and any contract formation or recordkeeping through electronic means will have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law and may not be denied legal effect ORS 84.019.

IN WITNESS WHEREOF, each PARTY, by signatures below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions and have herewith executed their signatures.

LINN BENTON COMMUNITY COLLEGE

CITY OF ALBANY, OREGON

P. Sheldon Flom Vice President of Finance

Eric Ikenouye, Library Director

Date

Date

Peter Troedsson, City Manager

Date

APPROVED AS TO FORM:

P. Sheldon Flom, Vice President of Finance

M. Sean Kidd, City Attorney

Date

Date



MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager

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

DATE: November 8, 2024, for the November 20, 2024, City Council Meeting

SUBJECT: Resignations from Citizen Advisory Groups
Relates to Strategic Plan theme: An Effective Government

Action Requested:

Council acceptance of the following resignation from the Budget Review Committee:

- Jerred Taylor (position appointed by Councilor Montague; current term ends 12/31/2024)

Discussion:

Jerred Taylor has notified the City of his resignation from the Budget Review Committee. Councilor Montague's appointment to fill this vacancy will be submitted at a subsequent meeting.

Budget Impact:

None.

KM

Attachment

McIntosh, Kinzi

From: Jerred Taylor [REDACTED]
Sent: Friday, November 8, 2024 2:36 PM
To: Yeager, Jeanna; Troedsson, Peter; Montague, Jackie
Cc: McIntosh, Kinzi
Subject: Letter of Resignation - City of Albany Budget Committee

Follow Up Flag: Follow up
Flag Status: Flagged

[WARNING! This email came from outside our organization. Do NOT click unknown attachments or links in email.]

Dear Councilor Montague, City Manager Troedsson and Finance Director Yeager,

I am writing to formally resign from my position on the City of Albany Budget Committee. I am hopeful that my resignation will allow sufficient time for a new member to be trained and prepared for the important committee work that will be taking place in the coming months.

This decision is not an easy one for me. I will be relocating for work in the not-to-distant future, and It is important to me that whoever takes over in this role has the time necessary to be comfortable with the budget process and to develop a deeper knowledge and understanding of the challenges facing our community.

I am grateful to all of you for your tireless efforts to ensure that Albany is a safe, welcoming, and livable community.

Thank you, Councilor Montague, for the opportunity to serve and I remain committed to Albany's well-being and look forward to seeing the continued success of the Budget Committee's efforts.

Sincerely,

Jerred Taylor

[REDACTED]

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MINUTES

Wednesday, October 23, 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 (virtual)

Councilors absent: None

Public Hearing

6:01 p.m.

a. Proposed renaming of public street

OPEN: Mayor Alex Johnson II opened the public hearing at 6:01 p.m.

City Engineer Staci Belcastro said that when a new development is proposed, the applicant submits street names to the fire marshal for review. The new subdivision Thornton Place was platted with a street named Thornton Place and one named Thornton Lake Place. This could be confusing to residents and emergency services. The first homes will be occupied within a month. To avoid new residents having to change their addresses, the city engineer and fire marshal recommend changing the name of Thornton Lake Place to Charming Place immediately.

No one from the public wished to speak.

CLOSE: Johnson II closed the public hearing at 6:06 p.m.

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

MOTION: Councilor Steph Newton-Azorr moved to have the ordinance read a second time in title only. Councilor Jackie Montague seconded the motion, which passed 6-0.

Kidd read the ordinance a second time in title only.

MOTION: Newton-Azorr moved to adopt the ordinance. Montague seconded the motion, which passed 6-0, and was designated Ordinance No. 6051.

Business from the Public

There was none.

Second reading of ordinances

6:08 p.m.

a. Renewing franchise agreements

1) Lightspeed Networks, Inc, dba LS Networks

This ordinance was read for the first time at the council meeting on October 9, 2024. Kidd read the ordinance for a second time in title only.

MOTION: Councilor Marilyn Smith moved to adopt the ordinance.

Councilor Matilda Novak said she's concerned about hazardous substances associated with underground utilities and cell towers. She cannot vote in favor.

Finance Director Jeanna Yeager said the ordinance is a franchise agreement. It is not an agreement to build anything.

City Manager Peter Troedsson said the mention of hazardous substances is in a paragraph that protects the City from litigation. It doesn't mean there are or will be any hazardous substances.

Councilor Ray Kopczynski seconded Smith's motion and it passed 5-1, with Novak voting against. It was designated Ordinance No. 6052.

2) Astound Broadband, LLC

This ordinance was read for the first time at the council meeting on October 9, 2024. Kidd read the ordinance for a second time in title only.

MOTION: Montague moved to adopt the ordinance. Kopczynski seconded the motion and it passed 5-1, with Novak voting against. It was designated Ordinance No. 6053.

First reading of ordinance

6:15 p.m.

a. Renewing franchise agreements

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

MOTION: Smith moved to have the ordinance read for a second time in title only. Montague seconded the motion, and it passed 6-0.

Kidd read the ordinance for a second time in title only.

MOTION: Montague moved to adopt the ordinance. Councilor Ramycia McGhee seconded the motion, and it passed 6-0 and was designated Ordinance No. 6054.

Award of contract

6:19 pm

a. Special procurement for monitoring equipment

MOTION: Smith moved to adopt the resolution. Kopczynski seconded the motion, and it passed 6-0 and was designated Resolution No. 7361.

Adoption of Consent Agenda

6:21 p.m.

a. Approval of minutes

1) September 25, 2024, meeting

2) October 9, 2024, work session

b. Approval of agreement

1) IGA with City of Corvallis for shared equipment.

MOTION: Smith moved to adopt the consent agenda as presented. The motion was seconded and passed 6-0.

Business from the council

City Manager Report

Troedsson reminded the council of City Hall-o-ween October 29, 2024.

Next Meeting Dates

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

Wednesday, November 6, 2024; 6:00 p.m. meeting

ADJOURNMENT

There being no other business, the meeting was adjourned at 6:28 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.*

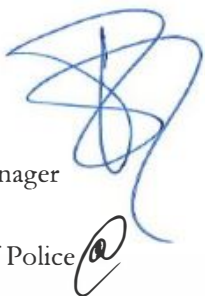


MEMO



TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Marcia Harnden, Chief of Police 

DATE: October 24, 2024, for the November 20, 2024, City Council Meeting

SUBJECT: New Outlet, Full On-Premises, Commercial, Liquor License Application for Indian Family Kitchen LLC, Located at 641 Hickory St NW, #160

Action Requested:

I recommend the new outlet, full on-premises, commercial, liquor license application for Indian Family Kitchen LLC, located at 641 Hickory St NW, #160, be approved.

Discussion:

Indian Family Kitchen LLC, has applied for a new outlet, full on-premises, commercial, liquor license. Based on a background and criminal history investigation through Albany Police Department records, the applicant has no criminal record.

Budget Impact:

None.

MH:rj





MEMO



TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Marcia Harnden, Chief of Police 



DATE: November 6, 2024, for the November 20, 2024, City Council Meeting

SUBJECT: New Outlet, Retail Off-Premises, Liquor License Application for Tienda La Paloma LLC, Located at 1101 Santiam Rd SE

Action Requested:

I recommend the new outlet, retail off-premises, liquor license application for Tienda La Paloma LLC, located at 1101 Santiam Rd SE, be approved.

Discussion:

Tienda La Paloma LLC, has applied for a new outlet, retail off-premises, liquor license. Based on a background and criminal history investigation through Albany Police Department records, the applicant has no criminal record.

Budget Impact:

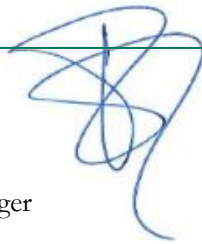
None.

MH:rj





MEMO



TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Kim Lyddane, Director of Parks and Recreation

DATE: October 24, 2024, for the November 4, 2024, Work Session, and November 6, 2024, City Council Meeting

SUBJECT: Asset Management Software Contract Increase in Excess of 10 Percent – Cartegraph/OpenGov
Relates to Strategic Plan theme: An Effective Government

Action Requested:

Staff recommends council approve, by motion, a contract amendment to increase the total contract cost in excess of 10 percent of the original contract.

Discussion:

The Public Works department started using Cartegraph Software for CMMS (computerized maintenance management system) in 2008. Cartegraph is currently used to track several hundreds of thousands of City utility assets, including distributed assets such as sewer mains, water meters and street signs, plant assets such as sewer and water pumps, air compressors, emergency generators; planned and reactive maintenance for both types of assets; citizen service requests and responses. The distributed asset modules integrate with the City's GIS mapping system. In 2022, Cartegraph was acquired by OpenGov.

The Parks and Recreation department wants to begin to track park and facility assets in OpenGov (formerly Cartegraph). Adding the parks module is an efficient and cost-effective way to track assets across multiple departments using a long-standing system that is already integrated with the City's GIS mapping. The parks module will cost \$24,875 annually. An additional \$36,335 will be required for the one-time setup fee that includes product configuration, setup, and training. The current two-year contract will be increased by \$61,210, an increase of 37 percent. Albany Municipal Code 2.66.040 requires the city council to approve contract amendments for large contracts in excess of 10 percent of the original contracted amount.

Staff recommends that the council authorize, by motion, a contract increase of approximately \$61,210 to support the addition of the parks module.

Budget Impact:

The \$61,210 is available within the Parks Administration budget and will be transferred into Software Licenses Fees (20250001-602300) to support this increase.

KL:dm

c: Debbie Little, Administrative Services Coordinator
Diane Murzynski, Contracts and Procurement Officer (via email)
Jeanna Yeager, Finance Director (via email)



CITY OF ALBANY, OREGON CONTRACT AMENDMENT NO. 2

- 1. Contract for: Asset Management Software
- 2. Type of Change: Increase Scope of Services and Cost
- 3. Contractor: OpenGov, Inc.

Address: PO Box 41340
San Jose CA 95160

4. DESCRIPTION OF CONTRACT CHANGE:

Increased scope of services with the addition of parks assets module to the existing sole source asset management system obtained under Cartegraph, currently known as OpenGov. Modification will include re-establishing park assets in the existing inventory, implementation services, training and ongoing support. The change to the contract cost is \$24,875 for Parks module, and one time cost of \$25,000 for implementation. See Attachment A, Statement of Work.

- 5. Proposal by Contractor: We hereby agree to incorporate the above-described changes to the agreement listed in Item No. 4, and to furnish all materials and labor, and perform all work in connection therewith, and in so doing, to comply with the City Standard Terms and Conditions and Scope of Work insofar as they apply to workmanship, details, and materials.

There will be no changes to the project cost. Other than the changes to the agreement listed above, the original agreement shall remain in force and unchanged.

OpenGov, INC.

Date: _____

By: _____

Name/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:

Rick Barnett, Parks & Facilities Maintenance
Manager

Date

By:

Kim Lyddane, Parks & Recreation Director

Original: Contractor & Procurement

Contract File: Scan/Attach to Munis Contract & Requisition

Archival: Dept. Laserfiche



Statement of Work

City of Albany, OR

Creation Date: 10/09/2024
SoW Expiration Date: 12/31/20204
Document Number: PS-07096.1
Created by: Dean Simpson

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OpenGov Statement of Work

This Statement of Work (“SOW”) identifies services that OpenGov will perform for City of Albany, OR (“Customer”) pursuant to the order for OpenGov Professional Services. This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party. The OpenGov Responsibilities section of this document can be found in [Exhibit 1: Implementation Activities](#). Any additional services or support not detailed in Exhibit 1 will be considered out of scope.

1. Project Scope

Under this project, OpenGov will deliver cloud based solutions (detailed list in [“Exhibit 1”](#)). OpenGov's estimated charges and schedule are based on performance of the activities listed in the [“OpenGov Responsibilities”](#) section below. Deviations that arise during the project will be managed through the procedure described in [Section 14](#).

2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms

Adjustments to the deliverables in [Exhibit 1](#) may include charges on a time-and-materials or fixed-fee basis using OpenGov’s standard rates.

3. Project Delivery

3.1. OpenGov will perform the work under this SOW remotely unless explicitly identified below.

3.1.1. OpenGov will provide one (1) onsite trip for project-related activity which OpenGov determines would be best performed at the Customer’s facility. Customer’s facility must contain a conference room to accommodate the number of attendees, non-public wifi connection, and AV equipment for projecting OpenGov software on a screen visible to all participants.

3.1.2. The Customer is responsible for paying travel expenses as incurred on a quarterly basis. It is estimated that the travel expenses will not exceed \$2,400. Written approval is required for any expenses above the estimate.

3.2. OpenGov will use personnel and resources located across the United States, and may also include OpenGov-trained implementation partners to support the delivery of services.

4. Project Understanding

4.1. Deviations that arise during the proposed project will be managed through the Change Order Process (as defined in [Section 14](#)), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and/or other terms.

4.2. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software. Implementation of any custom modification or integration developed by OpenGov; Customer internal staff; or any third-party is not included in the scope of this project unless specifically listed in Exhibit 1.

4.3. Customer is responsible for providing appropriate time and resources to the project to meet deliverables as outlined in the project plan.

4.4. Data conversion services from other software system(s) or sources are not included in the scope of this project unless specifically listed in Exhibit 1.

5. OpenGov Responsibilities

5.1. OpenGov will provide project management for the OpenGov responsibilities in this SOW. This provides direction to OpenGov project personnel and a shared framework for project planning, communications, reporting, procedural and contractual activity.

5.2. OpenGov will review the Project Plan with Customer's Project Manager and key stakeholders to ensure alignment on agreed upon timelines.

5.3. OpenGov will maintain project communications through Customer's Project Manager.

5.4. OpenGov will establish documentation and procedural standards for deliverable materials.

5.5. OpenGov will assist Customer's Project Manager to prepare and maintain the Project Plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones identified in Exhibit 1.

6. Project Tracking and Reporting

6.1. OpenGov will review project tasks, schedules, and resources and make changes or additions, as appropriate. OpenGov will measure and evaluate progress against the Project Plan with Customer's Project Manager.

6.2. OpenGov will work with Customer's Project Manager to address and resolve deviations from the Project Plan.

6.3. OpenGov will conduct regularly scheduled project status meetings.

6.4. OpenGov will administer the Change Order Process with the Customer's Project Manager.

6.5. Deliverable Materials:

6.5.1. Weekly status reports

6.5.2. Project Plan

6.5.3. Project Charter, defining project plan and Go-live date

6.5.4. Risk, Action, Issues and Decisions Register (RAID)

6.6. Deliverable Sign-Off: OpenGov requests Sign-Offs at various deliverables during the implementation of the project. Once the Customer has signed-off on a deliverable, any additional changes requested by Customer on that deliverable will require a paid change order for additional hours for OpenGov to complete the requested changes.

7. Communication and Escalation Procedure

7.1. Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment, both parties agree to the following:

7.1.1. Regular communication aligned to the agreed upon Project Plan and timing.

7.1.2. OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.

7.2. Executive involvement

7.2.1. Executives may be called upon to clarify expectations and/or resolve confusion.

7.2.2. Executives may be needed to steer strategic items to maximize the value through the deployment.

7.3. Escalation Process

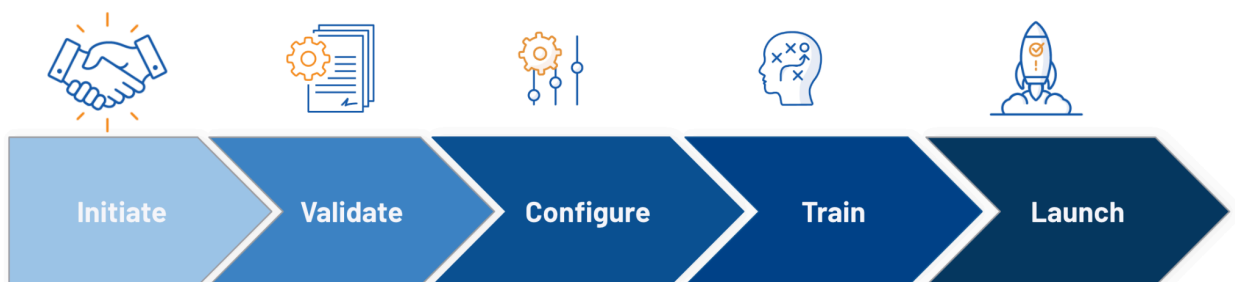
7.3.1. Identification of an issue impeding deployment progress or, outcome, that is not acceptable.

7.3.2. Customer or OpenGov Project Manager summarizes the problem statement and impasse.

7.3.3. Customer and OpenGov Project Managers jointly outline solution acceptance and OpenGov Project Manager will schedule an Executive Review Meeting, if necessary.

7.3.4. Resolution will be documented and signed off.

8. OpenGov Implementation Methodology



Every OpenGov implementation will contain a structured methodology to properly plan and collaborate. The methodology consists of the following phases:

- Initiate
- Validate
- Configure
- Train
- Launch

8.1. Initiate

- 8.1.1. OpenGov will provide customer entity configuration.
- 8.1.2. OpenGov will provide system administrators creation.
- 8.1.3. This activity is complete when Customer has access to their site.
- 8.1.4. Customer will sign-off on product access to complete the Initiate Phase of the project.

8.2. Validate

- 8.2.1. OpenGov will create a Solution Blueprint.
- 8.2.2. OpenGov will confirm the Data Validation strategy.
- 8.2.3. This activity is complete when the Solution Blueprint is presented to Customer.
- 8.2.4. Customer will Sign-off on Initial Draft Solution Blueprint to complete the Validate Phase of the project.

8.3. Configure

- 8.3.1. OpenGov will configure the deliverables outlined in Exhibit 1.
- 8.3.2. This activity is complete when all deliverables in Exhibit 1 are configured.
- 8.3.3. Customer will provide Sign-off that all configuration deliverables have been completed and accepted. OpenGov will provide status and intermediate completion milestones as the project progresses to fully configured.

8.4. Train

- 8.4.1. Training will be provided in instructor-led virtual sessions unless otherwise specified in Exhibit 1.
- 8.4.2. OpenGov will provide Administrator training.
- 8.4.3. OpenGov will provide End User training (if listed in Exhibit 1).
- 8.4.4. Customer will Sign-off that training has been completed.

8.5. Launch

- 8.5.1. OpenGov will provide HyperAdopt support post Go-Live to ensure successful adoption.
- 8.5.2. Customer will Sign-off on the HyperAdopt phase of the project which will transition the project from active deployment to Customer Success.

9 . Customer Responsibilities

9.1. The completion of the proposed scope of work depends on the full commitment and participation of Customer's management and personnel. The Customer's Project Manager should have access to the appropriate Customer Subject Matter Expert personnel needed for the successful implementation of the project. The responsibilities listed in this section are in addition to the responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by Customer. Delays in performance of these responsibilities may result in a change order and/or delay of the completion of the project.

9.2. Provide the required data to OpenGov within five (5) days of the requests being made from the OpenGov Project Manager. The Customer will be responsible for any potential charges from third parties to access and provide the data.

9.3. Maintain the same format and access to data on an ongoing basis. Any changes to the underlying data or data source may require a change order or charge in the future.

10. Customer's Project Manager

10.1. Create, with OpenGov's assistance, the Project Charter for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

10.2. Manage Customer personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing).

10.3. Identify and assign Subject Matter Experts (SME).

10.4. Serve as the communication liaison between OpenGov and Customer representatives participating in the project.

10.5. Participate in project status meetings.

10.6. Obtain and provide information, data, and decisions within ten (10) business days of OpenGov's request unless Customer and OpenGov agree in writing to a different response time.

10.7. Resolve deviations from the estimated schedule.

10.8. Help resolve project issues and escalate issues within Customer's organization, as necessary.

10.9. Administer the Change Order Process with the Project Manager, if applicable.

11. Acceptance Procedure

11.1. The completed items in Exhibit 1 will be submitted to the Customer's Project Manager.

11.2. Customer's Project Manager will have decision authority to approve/reject all

Project Criteria, Phase Acceptance and Engagement Acceptance.

11.3. Within five (5) business days of receipt, the Customer's Project Manager will either accept the Deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from the Customer's Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.

11.4. All acceptance milestones and associated review periods will be tracked on the Project Plan.

11.5 Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the Project.

11.6. For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the Project.

11.7. Excluding delays caused by a force majeure event, if OpenGov in good faith reasonably determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold after providing a minimum of seven days written notice to Customer. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services in the on hold notice. Upon placing a customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

12. Estimated Schedule

12.1. OpenGov will schedule resources after the signature of the order form is received. Unless specifically noted, the OpenGov assigned Project Manager will work with Customer Project Manager to develop the Project Charter for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

12.2. The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures on Order Forms.

13. Illustrative Project Timelines

13.1. The typical project timelines are for illustrative purposes only and may not reflect Customer's use cases. The order of delivery of the suite(s) will be determined during the project planning activities in the Initiate Phase.

Phase 1	Deliverable	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Initiate	Project Preparation and Kick Off								
Validate	Requirements Gathering, Project Workbook								
Configure	Test conversion, Test integration, Start Up Data upload, GIS integrations								
Train	Train the Trainer, Advanced trainings, Weekly Q&A								
Launch	Go Live Readiness, Production Cut over, Go Live Support, Project Closure								
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.									

14. Change Order Process

14.1. This SOW and related efforts are based on the information provided and gathered by OpenGov. Customer acknowledges that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing, by both Customer and OpenGov, and documented as such via a Change Order. No verbal agreement will be binding on OpenGov or Customer.

14.2. A Change Order is defined as work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date. Changes might include but are not limited to:

14.2.1. Timeline for completion

14.2.2. Sign off process

14.2.3. Cost of change and/or invoice timing

14.2.4. Amending the SOW to correct an error

14.2.5 Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov

14.2.6. Change in type of OpenGov resources to support the SOW

14.3. The approval process for a Change Order is as follows:

14.3.1. Identification and documentation of a need for modification to the scope of the project as defined in the Statement of Work and any subsequent change orders.

14.3.2. A Change Order is created and Customer and OpenGov review. The Customer will then provide Sign-off..

14.3.3. Change Order is incorporated into the Statement of Work and implemented.

Exhibit 1: Implementation Activities

Enterprise Asset Management

Use Cases Build for Enterprise Asset Management:

- Facilities
- Fleet

OpenGov Enterprise Asset Management

Initiate

OpenGov will:

- Setup a hosted, sandbox and production OpenGov Asset Management environment.
- Provide an overview, up to two (2) hours, of OpenGov and ArcGIS Online user-based logins and User/Role functionality.
- Provide a template file to be utilized by Customer staff to populate Roles and Users to be utilized for OpenGov Asset Management.
- Utilize the template to create users and roles in OpenGov Asset Management. (Note: Subsequent User and/or Role changes will be Customer administrator's responsibility.)
- Provide documentation and guidance, up to four (4) hours, for Customer technical GIS staff to configure Esri Basemap Services for OpenGov Asset Management integration. Guidance will be geared towards OpenGov Asset Management/Esri integration functionality and requirements.
- Setup the OpenGov Asset Management Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*
- Implement identity provider initiated SSO for Microsoft ADFS, Microsoft Azure AD, or Okta.

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.

Completion Criteria:

- Project kicked off with an initial project timeline delivered.

Validate

OpenGov will:

- Provide a remote, up to twelve (12) hours, requirement gathering workshop to increase our understanding of Customer business and functional goals. Through workshops and interviews, OpenGov will identify best fit scenarios for OpenGov Asset Management and provide a brief including any challenges as well as recommendations for OpenGov Asset Management best practices relevant to Customer implementation.

Completion Criteria:

- Completion of requirements gathering workshop.

Configure

Configurations

OpenGov will:

- Provide configuration services, including:
 - Up to ten (10) custom fields and up to two (2) custom layouts per asset type listed in the Assets section below
 - Up to thirty (30) custom fields and up to ten (10) custom layouts to be utilized in any of the shared areas of the system, such as Tasks
 - Up to twenty (20) automations
 - Up to twenty (20) preventative maintenance plans

OpenGov Assumptions:

- Implementation of any custom modification developed by OpenGov; your internal staff; or any third-party is not included in the scope of this project unless specifically listed above.

Data Services

OpenGov will:

- Provide one sandbox and one production data load service through standard import/export functionality. OpenGov will provide template documents for data population. Once populated by Customer staff, OpenGov will load the data into Customer sandbox or production OpenGov Asset Management environment. Data loads may include data such as:
 - Parent level asset records
 - Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries

OpenGov Assumptions:

- OpenGov assumes that the customer is responsible for performing quality control measures on its data in EAM.
- Data conversion services from other software system(s) or sources (including Navigator databases) are not included in the scope of this project unless specifically listed above.

Assets

OpenGov will:

- Provide installation and training on the following asset types:
 - Facilities (25)
 - Facility; Other Site Construction; Selective Building Demolition; Site Improvement; Site Preparation; Facility Floor; Basement Construction; Conveying; Exterior Enclosures; Facility Electrical; Facility Equipment; Fire Protection; Foundations; Furnishings; HVAC; Interior Construction; Interior Finishes; Plumbing; Roofing; Site Electrical Utilities; Site Mechanical Utilities; Spaces; Special Construction; Stairs; Superstructure
 - Fleet (1)
 - Fleet

Completion Criteria:

- Customer sign-off on ability to login and access to the sandbox.

Train

Foundational Training

- Provide remote train-the-trainer training, up to two (2) hours, on overall system navigation and functionality to help familiarize Customer staff with the software environment and its common functions. Training topics include:
 - Dashboards
 - Standard KPI/ROI Gadgets
 - Logins/Permission
 - Layers
 - Filters
 - Maps
 - Grids
 - System Navigation
 - Views (List & Detail)
 - Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Preventative Maintenance Plans.
- Provide remote train-the-trainer training, up to one (1) hour, for an overview of Asset Condition Manager and Advanced Inspections.

- Provide remote train-the-trainer training, up to two (2) hours, for an overview of Reporting.
- Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Management Esri integration functionality. Training topics include:
 - OpenGov Asset Management Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and OpenGov recommended best practices
- Provide remote train-the-trainer training, up to two (2) hours, on OpenGov Asset Builder. Training topics include:
 - OpenGov Asset Management Administrator
 - Structure Manager
 - Library Manager
 - Layout Manager
 - User/Role Configurations
 - OpenGov recommended best practices for expanding the system's use and/or building assets

OpenGov assumptions:

- OpenGov assumes that the customer is responsible for testing its workflows, automations, integrations, and configurations within the EAM and will update the configurations as part of its testing and training activities.

Train the Trainer Training Event

- Provide a two-day (2-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both OpenGov and Customer project manager. To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope. Topics may include any of the following:
 - Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - OpenGov recommended best practices for Request and Requester Management
 - Work Management:
 - Create Task(s)(Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO

- Repeat Work Orders
- Work Order Menu Actions
- Enter Resources
- Timesheets
- Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
- OpenGov recommended best practices for Work Management
- o Asset Management:
 - Asset Details
 - Preventative Maintenance Plans
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - OpenGov recommended best practices for Asset Management
- o Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - OpenGov recommended best practices for Resource Management
- o OpenGov Mobile:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks
 - Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - OpenGov recommended best practices for mobile device use
- o Fleet Management:
 - Preventative Maintenance
 - Task Management
 - Vehicle Replacement Ratings (VRR) Equipment Detail information
 - Fleet Reports
 - OpenGov recommended best practices for Fleet Management
- o Administrator:
 - Administrator:

- User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
- Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
- Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager, Automation
 - Manager

Core Training:

- Provide Preventative Maintenance Plans remote train-the-trainer training, up to three (3) hours. Training topics include:
 - Preventative Maintenance
 - OpenGov recommended best practices for proactive asset management
- Provide Advanced Inspections, Asset Condition Manager, and Asset Risk remote train-the-trainer training, up to four (4) hours. Training topics include:
 - Performance Management
 - Prediction Groups
 - Minimum Condition Groups
 - Activities and Impacts
 - Criticality Factor
 - Install/Replaced Dates
 - Business Risk Exposure
 - Risk
 - Consequence of Failure
 - Probability of Failure
 - OpenGov recommended best practices for Asset Risk Functionality , advanced inspections and condition management
- Provide Internal Request remote train-the-trainer training, up to two (2) hours. Training topics include:
 - Internal Requests
 - Users
 - Views
 - Issue Library settings and management
 - OpenGov recommended best practices for advanced request management
- Provide Advanced Material Management and Material Planning remote train-the-trainer training, up to four (4) hours. Training topics include:
 - Material Locations
 - Material Transfers
 - Material Orders

- Settings:
 - Vendor Price Quotes
 - Re-order points
- Material Planning
 - Status Default
 - Workflow Setup
 - Notifications
- OpenGov recommended best practices for advanced material management and Material Planning.

Completion Criteria

- Core Training and train-the-trainer has been conducted.

Launch

OpenGov will:

- Provide up to remote, up to eight (8) hours, web conferences, of working sessions to answer any questions following solution acceptance.

Completion Criteria:

- Go Live Support has been conducted.



OpenGov Inc.
660 3rd Street, Suite 100
San Francisco, CA 94107
United States

Order Form Number: Q017665
Created On: 10/23/2024
Order Form Expiration: 11/15/2024
Subscription Start Date: 11/17/2024
Subscription End Date: 11/16/2025

Prepared By: Kelly Ammons
Email: salesops@opengov.com
Contract Term: 12 Months

Customer Information			
Customer:	City of Albany, OR	Contact Name:	Kim Lyddane
Bill To/Ship To:	333 Broadalbin St SW Albany, OR United States	Email:	kim.lyddane@cityofalbany.net

Order Details	
Billing Frequency:	Annually in Advance
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:			
Product / Service	Start Date	End Date	Annual Fee
Parks & Recreation Domain	11/17/2024	11/16/2025	\$24,875.04
Annual Subscription Total:			See Service Terms

PROFESSIONAL SERVICES:			
Product / Service	Description		
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.		
Professional Services Total:			\$36,335.00

Service Terms			
Service Date:	Amount:		
November 17, 2024	\$61,210.04	<i>(Annual Software Fee + Professional Services)</i>	
Billed as Incurred - Quarterly	\$2,400.00	<i>(Estimated Travel and Expenses - Not to Exceed)</i>	

Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of Albany, OR

Signature: _____

Name: _____

Title: _____

Date: _____

OpenGov, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____



MEMO



TO: Albany City Council

VIA: Peter Troedsson, City Manag

FROM: Marcia Hamden, Police Chief

DATE: November 1, 2024, for the November 20, 2024, City Council Meeting

SUBJECT: Accept a SHARE Initiative Grant

Relates to Strategic Plan theme: A Safe City, An Effective Government

Action Requested:

Staff requests that the city council accept SHARE Initiative grant funds from the InterCommunity Health Network Coordinated Care Organization (IHN-CCO) for \$30,700 to train staff and implement a Situation Table.

Discussion:

Albany Police Department (APD) staff submitted a grant application to IHN-CCO and has been awarded \$30,700 to implement an Albany/Linn County Situation Table. The Situation Table model originated in Canada in 2011 and has since spread to the United States. Corvallis/Benton County successfully implemented a Situation Table model in October 2023. The model identifies individuals and families at acutely elevated risk and uses a collaborative team approach to tailor a solution for each situation that is implemented. The Situation Table model utilizes existing community resources and because it uses a multi-agency approach, information sharing is enhanced to provide an individual and/or family with the resources they need.

The Situation Table will include providers of the following services: housing, mental health, medical care, substance abuse, and public safety. APD will utilize a sworn supervisor and mental health intervention specialist, who is a licensed professional counselor, to facilitate the Situation Table meetings. The main cost of implementation will be training staff and stakeholders. The training will be conducted at APD and includes pre-mobilization support, two days of in-person learning for 20+ individuals, assistance with the first three weekly meetings, and additional refresher training post-launch as needed.

Budget Impact:

The total cost for implementing the Situation Table is \$30,700 and is covered 100 percent by the SHARE Initiative grant.

Resources:		Credit
20320800-469016		\$30,700
Requirements:	Debit	
20320800-610130	\$30,700	

MH:de

Attachment - Resolution





A RESOLUTION ACCEPTING SHARE INITIATIVE GRANT FUNDS TO IMPLEMENT A SITUATION TABLE THROUGH THE INTERCOMMUNITY HEALTH NETWORK COORDINATED CARE ORGANIZATION (IHN-CCO)

WHEREAS, the Albany Police Department (APD) applied for an IHN-CCO grant to implement a Situation Table; and

WHEREAS, APD has been awarded a grant of \$30,700 to train staff and implement an Albany/Linn County Situation Table; and

WHEREAS, the Situation Table model identifies individuals and families at acutely elevated risk and uses a collaborative team approach to tailor a solution for each situation implemented; and

WHEREAS, the Situation Table utilizes existing community resources and a multi-agency approach to provide each individual and/or family with the resources they need; and

WHEREAS, the Situation Table will include providers of the following services: housing, mental health, medical care, substance abuse, and public safety; and

WHEREAS, APD will utilize a sworn supervisor and mental health intervention specialist, who is a licensed professional counselor, to facilitate the Situation Table meetings.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the police department is approved and authorized to receive funds from the IHN-CCO SHARE Initiative grant; and

BE IT FURTHER RESOLVED that the IHN-CCO SHARE Initiative grant funds are hereby appropriated as follows:

Resources:		Credit
20320800-469016		\$30,700
Requirements:	Debit	
20320800-610130	\$30,700	

DATED AND EFFECTIVE THIS 20TH DAY OF NOVEMBER 2024.

Mayor

ATTEST:

City Clerk



MEMO



TO: Albany City Council
VIA: Peter Troedsson, City Manager
FROM: Chris LaBelle, Fire Chief
DATE: November 8, 2024, for the November 20, 2024, City Council Meeting

SUBJECT: Award of OSFM Community Wildfire Risk Reduction Grant
Relates to Strategic Plan theme: A Safe City

Action Requested:

Adoption of resolution accepting the grant

Discussion:

In June 2024, Council approved application to the 2024 Community Wildfire Risk Reduction Grant from the Oregon State Fire Marshal. The Fire Department received notice that the grant was awarded. The grant is intended to increase defensible space in Oregon by funding wildfire mitigation projects. Projects are to be completed by August 31, 2026. Awarded funds will be used to remove invasive vegetation between the Calapooia River and a neighborhood on 53rd Avenue SW. This area has been identified as an area to target in the Linn County Community Wildfire Protection Plan (CWPP).

Budget Impact:

The grant award is \$75,000 and will be managed out of 20325800 (Fire Grants).



RESOLUTION NO. _____

A RESOLUTION ACCEPTING A GRANT FROM THE OREGON STATE FIRE MARSHAL (OSFM) FOR COMMUNITY WILDFIRE RISK REDUCTION ACTIVITIES

WHEREAS, at its June 26, 2024, meeting, the Albany City Council by Resolution No. 7343 approved application for the OSFM grant to conduct wildfire risk reduction activities; and

WHEREAS, the Albany Fire Department applied for the grant and has been notified of an award of \$75,000 for the stated purpose; and

WHEREAS, this funding in the amount of \$75,000 will be used for fuel reduction and public education; and

WHEREAS, Oregon local budget law provides that expenditures in the year of receipt of grants, gifts, bequests or devices transferred to the 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 that the Albany City Council accepts the OSFM grant in the amount of \$75,000 and authorizes the fire chief to execute the agreements and conditions for its acceptance and appropriate the funds as follows:

	Debit	Credit
20325800-469015		\$75,000
20325800-600400	\$75,000	

DATED AND EFFECTIVE THIS 20TH DAY OF NOVEMBER 2024.

Mayor

ATTEST:


City Clerk



MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager
Kim Lyddane, Parks and Recreation Director

FROM: Matthew Ruettgers, Community Development Director 

DATE: November 8, 2024, for the November 20, 2024, City Council Meeting

SUBJECT: Curt Sorte – Modification of existing access/utility easement through city property.

Relates to Strategic Plan theme: Effective Government.

Action Requested:

Staff requests direction from council regarding a request to modify the location of an existing access/utility easement. If the council is willing to modify the existing easement, staff also request authorizing the City Manager to execute the necessary documents to extinguish the existing easement and create a replacement easement.

Discussion:

History

At the June 22, 2020, council meeting, staff brought forward a request from Mr. Sorte requesting the City grant a permanent access/utility easement off the north dead-end hammerhead on SW Moose Run Drive to Parcel 2 of the Sorte property (see Attachment A). This access easement would cross city-owned property managed by the Parks & Recreation Department, including the Oak Creek Greenbelt Trail. At that time council directed staff to proceed with the development of an agreement to provide the requested easement.

While developing said agreement, staff and Mr. Sorte concluded that the creation of an easement providing legal access to the lot would be the preferred option over crafting an agreement to provide an easement at a later date. With the existing encumbrances on both Mr. Sorte's property and the City's property (wetlands, floodplain, etc.), the regulatory requirements for construction of one single-family home on Mr. Sorte's Parcel 2 and associated access across the City's property, the final locations of the access and home site cannot be determined without significant investment in consultant studies and permitting. Alternatively, the creation of an easement that provides a legal access right frees up the ability to secure financing for these efforts and for the future construction of the single home and driveway. Lenders are not likely to provide any financing for a land sale or project that is "land locked", not having a legal access right to a public right-of-way. Therefor on June 23, 2021, council authorized the creation of an easement on the shortest route between the end of Moose Run and Mr. Sorte's Parcel 2 (shown on Attachment A).

Mr. Sorte then engaged the services of a wetland consultant and civil engineer to map a route that avoided wetland and riparian corridors to the maximum extent possible. This proposed route was not within the existing easement location, therefore on November 8, 2023, Mr. Sorte asked the council if they would be willing to modify the existing easement. At this meeting council also heard public comment in opposition to this proposal

(modification of the easement) due to potential impacts to trees/habitat along the proposed alignment. During this meeting there was also discussion regarding the presence of an existing conservation easement over the city-owned parcel. Based on this, the council directed staff to return with additional information prior to further discussion. It was concluded there was a restrictive covenant over the city-owned property that would prohibit the construction of the proposed driveway, therefore no action was taken regarding the easement modification at that time.

Current

Based on the restrictive covenant over city property preventing an access off Moose Run, Mr. Sorte has worked with his consulting engineer to come up with an alternate location that is not subject to the same restrictive covenant. This alternate location also addresses the public comments regarding potential negative impacts to habitat, specifically the removal of trees. The current proposed alignment would take access off the end of Osprey Ct SW, following the alignment of the existing unimproved access created in 2008 associated with the installation of the City's South Albany Water Transmission Main project, then along an existing unimproved maintenance access associated with the BPA powerlines (all shown on Attachment B). By utilizing the existing unimproved maintenance access, the proposed 30-foot-wide easement could easily accommodate fire code requirements for a 12-foot-wide access with turnouts located every 400 feet, as well as utilities, all while minimizing overall impacts.

It is important to note, at this time Mr. Sorte is only requesting to extinguish the existing easement that is not useable and create a replacement easement along the new proposed alignment. These actions, if approved by council, would not authorize construction of any improvements or land disturbance. Prior to any construction/land disturbance, all appropriate land use approvals and permitting must be obtained. Conditions to this effect will be stipulated in the replacement easement document.

Budget Impact:

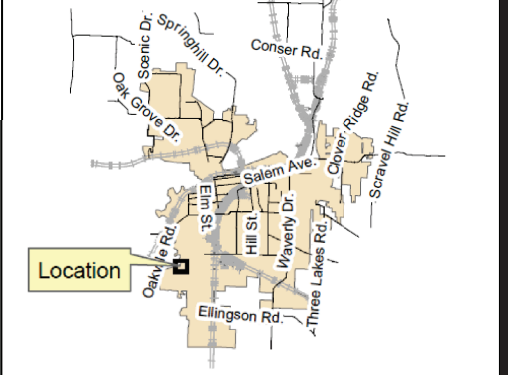
None

MR:km

Attachments (2):

- A. Existing Easement
- B. Sorte Easement Modification Proposal

Overview Map



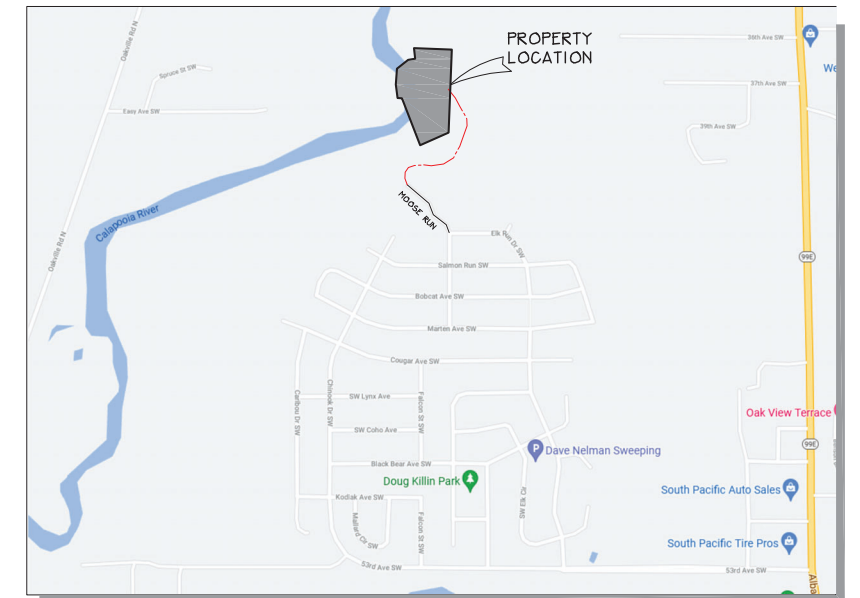


NOTES:

- 1.) THIS MAP IS A COMPOSITE OF CITY OF ALBANY GIS DATA AND OTHER RECORD INFORMATION.
- 2.) GROUND ELEVATIONS SHOWN ON THIS MAP ARE BASED ON DOGAMI LIDAR DATA COLLECTED BETWEEN AUGUST 31, 2008 AND JULY 1, 2009.
- 3.) VERTICAL DATUM IS "NAVD 88".
- 4.) THE SUBJECT PROPERTY IS LOCATED IN AN "AE" FLOOD ZONE AND A LARGE PORTION OF THE PROPERTY IS LOCATED IN THE FLOOD WAY AS SHOWN ON FEMA FIRM MAP 41043C0507G.
- 5.) 100 YEAR BASE FLOOD ELEVATION VARIES BETWEEN 211.4' AT THE SOUTH EDGE OF THE PROPERTY TO 211.2' AT THE NORTH EDGE OF THE PROPERTY.
- 6.) THE SUBJECT PROPERTY IS ZONED "OPEN SPACE".
- 7.) THIS MAP IS FOR PLANNING PURPOSES AND IS SUBJECT TO INACCURACIES THAT A PHYSICAL SURVEY WOULD DISCLOSE.
- 8.) THE LOCATION OF THE 30 FOOT EASEMENT TO ACCOMMODATE A 20' WIDE DRIVEWAY WITH TURNOUTS WILL BE COMPUTED UPON APPROVAL OF THE ROUTE.

LEGEND

- + (204.25) SPOT ELEVATION BASED ON LIDAR SURFACE
- x (205.44) SPOT ELEVATION BASED ON SURVEYED DATA
- - - - - EXISTING GROUND CONTOUR
- [Symbol: Dotted pattern] SIGNIFICANT WETLANDS BASED ON CITY OF ALBANY GIS
- [Symbol: Diagonal hatching] RIPARIAN ZONE BASED ON CITY OF ALBANY GIS
- [Symbol: Green outline] REVISED RIPARIAN BOUNDARY PER DETECTED WETLANDS
- - - - - BASE FLOOD ELEVATION
- - - - - FLOODWAY/FLOODPLAIN BOUNDARY
- - - - - PROJECT BOUNDARY

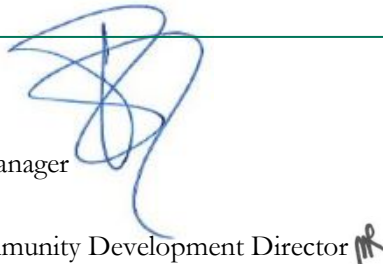




MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Matthew Ruetters, Community Development Director 

DATE: November 8, 2024, for the November 20, 2024, City Council Meeting

SUBJECT: Discussion Regarding Real Property at 9th and Jackson (multiple parcels).
Relates to Strategic Plan theme: A Healthy Economy, Effective Government.

Action Requested:

Staff requests city council discuss and provide direction as to the desired disposition of multiple city-owned parcels in the area of 9th Avenue SE and Jackson Street SE.

Discussion:

At the September 25, 2024, regular session, city council requested staff bring back for discussion information on those real properties owned by the City in the area of 9th Avenue SE and Jackson Street SE, specifically being 503 & 519 9th Avenue and 817 Jackson Street SE (outlined in red on Attachment A). This council request stems from an earlier presentation by the Helping Hands Shelter which expressed interest in acquiring these properties for a project. In the intervening time, the City has also received additional interest in the city-owned parcels from another party.

The three properties owned by the City range in size from approx. 3,600 square feet to 4,100 square feet and are located in block bounded by Jackson Street SE on the west, Pacific Boulevard on the north, the 9th Avenue SE off-ramp on the east, and 9th Avenue SE on the south. All the properties in this block and the surrounding area south of Pacific Boulevard are zoned Light Industrial (LI) which is an industrial zone, intended primarily for a wide range of manufacturing, warehousing, processing, assembling, wholesaling, specialty contractors, and related establishments. Of the 11 parcels that make up this block of land; (as shown on Attachment A); 3 parcels are owned by the City as noted (outlined in red), 2 parcels are owned by individuals (no highlight), and the remaining 6 parcels are owned by Helping Hands (highlighted in blue).

Should the council desire to divest its interest in some or all three of these parcels, there are generally three methods for disposing of real property briefly described below:

- **Transfer, Lease, Donation of Real Property (ORS 271.300-360)** – The City Council must determine the public interest is furthered and determine the property is no longer needed for a public use. Once those determinations are made the City may exchange or convey any or all of the City’s interest in that real property to another governmental body, private individual or corporation. The City may also lease real property so long as the lease is for a time period of 99 years or less. In exchange for the land, the City may accept cash, real property, or both.

- **Sale of Real Property (ORS 221.725) Public Hearing Required**
 - RFP (request for proposals) process that may include their proposed use and marketing plan, financial ability to fulfill the plan (takes longer, used if proposals should be reviewed and scored, with recommendation to council by staff)
 - Open - an ITB (invitation to bid) process with a bid amount and written proposal from the interested party that may include a bid price for the land and/or building, the proposed intended use, schedule/timeline, and drawings, etc. (this can be crafted in multiple ways to know what the intended use might be for a given location, how it may blend into the neighborhood or benefit the area/community, etc.)

The processes, timelines, and ultimate disposition regarding these properties are at the discretion of council, recognizing there is no requirement or need to dispose of these properties at this time.

Should the council determine it would like to dispose of any or all three parcels, staff would recommend first obtaining an appraisal by a qualified appraiser, which is required for the sale of real property under ORS 221.725. Once appraised, staff suggests advertising and holding a single public hearing at which interested parties would present to the council their concepts for the highest and best use, along with the proposed purchase price. After closing the public hearing, the council could recess to an executive session to deliberate on the presentations, determine the next steps, and provide further direction to staff.

Budget Impact:

The budget impact is undetermined at this time. The Linn County Assessor's Summary Report for 2024 lists a real market value of the land at \$166,260.

MR:km

Attachments (2):

- A. Location Map
- B. Linn County Assessor Summary



400

Linn County
2024 Real Property Assessment Report
 Account 87037

Map	11S03W07-AB-00202	Tax Status	Non-Assessable
Code - Tax ID	00846 - 87037	Account Status	Active
		Subtype	NORMAL
Legal Descr	HACKLEMAN'S 2ND ADDITION		
	Block - 19		
Mailing	ALBANY CITY OF	Deed Reference #	See Record
	PO BOX 490	Sales Date/Price	See Record
	ALBANY OR 97321	Appraiser	UNKNOWN

Property Class	940	MA	SA	NH
RMV Class	200	01	01	012

Site	Situs Address	City
1	817 JACKSON ST SE	ALBANY

Value Summary					
Code Area	RMV	MAV	AV	RMV Exception	CPR %
00846	Land	28,260	Land	0	
	Impr	0	Impr	0	
Code Area Total		28,260	0	0	
Grand Total		28,260	0	0	

Land Breakdown									
Code Area	ID #	RFPD	Ex	Plan Zone	Value Source	Trend %	Size	Land Class	Trended RMV
00846	1	<input checked="" type="checkbox"/>			Market	104	3,600 SF		28,260
Code Area Total							3,600 SF		28,260

Improvement Breakdown									
Code Area	Year Built	Stat Class	Description	Trend %	Total Sqft	Ex%	MS Acct	Trended RMV	

Exemptions / Special Assessments / Notations
Exemptions (RMV) <ul style="list-style-type: none"> ■ ORS 307.090 - Cities and Towns Notations <ul style="list-style-type: none"> ■ CITIES AND TOWNS ORS 307.090 ADDED 2018 CITY

Linn County
2024 Real Property Assessment Report
 Account 87029

Map 11S03W07-AB-00201
Code - Tax ID 00846 - 87029

Tax Status Non-Assessable
Account Status Active
Subtype NORMAL

Legal Descr HACKLEMAN'S 2ND ADDITION
 Block - 19

Mailing ALBANY CITY OF
 PO BOX 490
 ALBANY OR 97321

Deed Reference # See Record
Sales Date/Price See Record
Appraiser GARTON, JOSHUA

Property Class 940 **MA SA NH**
RMV Class 100 01 01 003

Site	Situs Address	City
1	519 9TH AVE SE	ALBANY

Value Summary					
Code Area	RMV	MAV	AV	RMV Exception	CPR %
00846	Land	69,000	Land	0	
	Impr	0	Impr	0	
Code Area Total	69,000	0	0	0	
Grand Total	69,000	0	0	0	

Land Breakdown									
Code Area	ID #	RFPD	Ex	Plan Zone	Value Source	Trend %	Size	Land Class	Trended RMV
00846	1	<input checked="" type="checkbox"/>			Market	100	4,000 SF		69,000
Code Area Total							4,000 SF		69,000

Improvement Breakdown									
Code Area	Year ID #	Stat Built	Class Description	Trend %	Total Sqft	Ex% MS Acct	Trended RMV		

Exemptions / Special Assessments / Notations									
Exemptions (RMV)									
<ul style="list-style-type: none"> ■ ORS 307.090 - Cities and Towns 									
Notations									
<ul style="list-style-type: none"> ■ CITIES AND TOWNS ORS 307.090 ADDED 2018 CITY 									

Comments 527 9TH AVE SE, ALBANY

Linn County
2024 Real Property Assessment Report
 Account 87052

Map 11S03W07-AB-00204
Code - Tax ID 00846 - 87052

Tax Status Non-Assessable
Account Status Active
Subtype NORMAL

Legal Descr HACKLEMAN'S 2ND ADDITION
 Block - 19

Mailing ALBANY CITY OF
 PO BOX 490
 ALBANY OR 97321

Deed Reference # See Record
Sales Date/Price See Record
Appraiser GARTON, JOSHUA

Property Class 940 **MA SA NH**
RMV Class 100 01 01 003

Site	Situs Address	City
	503 9TH AVE SE	ALBANY

Value Summary					
Code Area	RMV	MAV	AV	RMV Exception	CPR %
00846	Land	69,000	Land	0	
	Impr	0	Impr	0	
Code Area Total	69,000	0	0	0	
Grand Total	69,000	0	0	0	

Land Breakdown									
Code Area	ID #	RFPD	Ex	Plan Zone	Value Source	Trend %	Size	Land Class	Trended RMV
00846	1	<input checked="" type="checkbox"/>			Market	100	4,160 SF		69,000
Code Area Total							4,160 SF		69,000

Improvement Breakdown									
Code Area	Year ID #	Stat Built	Class Description	Trend %	Total Sqft	Ex% MS Acct	Trended RMV		

Exemptions / Special Assessments / Notations
Exemptions (RMV) <ul style="list-style-type: none"> ■ ORS 307.090 - Cities and Towns Notations <ul style="list-style-type: none"> ■ CITIES AND TOWNS ORS 307.090 ADDED 2018 CITY

Comments '24 Cycle Appraisal: Utilized as homeless encampment. 3/24-JG-