



Albany Area Metropolitan Planning Organization

City of Albany • City of Jefferson • City of Millersburg • City of Tangent • Linn County • Benton County • Oregon Department of Transportation

Policy Board Meeting
Wednesday, July 26, 2023
2:30 pm to 3:30 pm

VIRTUAL MEETING: WITH MICROSOFT TEAMS VIDEO/CALL-IN AVAILABLE

Via Teams by Clicking [HERE](#)

Meeting ID: 294 775 811 756

Passcode: ocwzng

Mobile One Click Number

[+1 872 242 8088](#)

Phone Conference ID: 870 165 858#

Contact: Billy McGregor, bmcgregor@ocwcog.org

AGENDA

- | | | | |
|----|------|--|----------------------------------|
| 1) | 2:30 | Call to Order, Agenda Review, and Roll Call | Chair,
Darrin Lane |
| 2) | 2:35 | Public Comments | Chair |
| 3) | 2:40 | Approve minutes of June 28, 2023, Meeting (Attachment A) | Chair |
| | | <i>Action: Decision on minutes</i> | |
| 4) | 2:45 | AAMPO/OCWCOG IGA (Attachment B)
<i>Every three years the administrative and fiscal agent agreement needs review and approval by the Policy Board.</i> | Staff, Nick
Meltzer |
| | | <i>ACTION: Approval of IGA renewal</i> | |
| 5) | 3:00 | RTP Review
A review of the AAMPO Regional Transportation Plan (RTP) contents. Will include a brief overview of each chapter and its primary contents. | Staff,
Billy McGregor |
| | | <i>Action: Information and Discussion</i> | |
| 6) | 3:15 | Jurisdictional Updates/Other Business <ul style="list-style-type: none">• <i>Staff Updates</i>• <i>Albany</i>• <i>Benton County</i>• <i>Jefferson</i>• <i>Linn County</i>• <i>Millersburg</i>• <i>Tangent</i>• <i>ODOT</i> | All |
| 7) | 3:30 | Adjournment
Next meeting: August 23, 2023 | Chair |

ATTENDANCE (FOR QUORUM PURPOSES)

Board Members	Jurisdiction	Attendance
Walt Perry	City of Jefferson	
Councilor John Sullivan	City of Millersburg	
Councilor Ray Kopczynski (Vice Chair)	City of Albany	
Councilor Greg Jones	City of Tangent	
Commissioner Roger Nyquist	Linn County	
Commissioner Pat Malone	Benton County	
Darrin Lane (Chair)	Citizen Representative	
Savannah Crawford	Oregon Department of Transportation	
Alternates	Jurisdiction	Attendance
Dave Watkins	City of Jefferson	
Janelle Booth	City of Millersburg	
Chris Cerklewski	City of Albany	
Joe Samaniego	City of Tangent	
Wayne Mink	Linn County	
Gary Stockhoff	Benton County	
James Feldmann	Oregon Department of Transportation	

Quorum Requirement: MPO business may be conducted provided a quorum of the Policy Board is in attendance. A quorum consists of at least four members of the Policy Board or their alternates. The Policy Board members may participate telephonically or by other means of electronic communication as provided in Section 6.D (Special or Emergency Meetings).

– *AAMPO Policy Board Bylaws, Section 6: Meeting, Subsection E: Quorum*

Meeting facilities are accessible to persons with disabilities. If you will need any special accommodations, please contact Ashlyn Muzechenko at least 72 hours prior to the meeting. Ashlyn can be reached at 541-812-2002. TTY/TTD 711

**ALBANY METROPOLITAN PLANNING ORGANIZATION
POLICY BOARD REMOTE MEETING
Wednesday, June 28, 2023
2:30 – 4:30 pm
Microsoft Teams**

DRAFT MINUTES

Board Members	Jurisdiction	Attendance
Walt Perry	City of Jefferson	No
Councilor John Sullivan	City of Millersburg	No
Councilor Ray Kopczynski	City of Albany	Yes
Joe Samaniego	City of Tangent	Yes
Commissioner Rodger Nyquist	Linn County	No
Commissioner Pat Malone	Benton County	Yes
Darrin Lane	Citizen Representative	Yes
Savannah Crawford	Oregon Department of Transportation	Yes
Alternates	Jurisdiction	Attendance
David Watkins	City of Jefferson	No
Janelle Booth	City of Millersburg	No
Chris Cerklewski	City of Albany	No
Vacant	City of Tangent	Vacant
Wayne Mink	Linn County	No
Gary Stockhoff	Benton County	No
James Feldmann	Oregon Department of Transportation	Yes

Guests: Steve Harvey, Danielle Casey, and Corum Ketchum

Staff Present: Transportation Program Manager Nick Meltzer, AAMPO Assistant Planner Billy McGregor, and CED Administrative Assistant Ashlyn Muzechenko

TOPIC	DISCUSSION	DECISION / CONCLUSION
1. Call to Order, Agenda Review, and Roll Call	<p>Chair Darrin Lane called the meeting to order at 2:33pm.</p> <p>Staff Billy McGregor conducted roll call for today’s AAMPO Policy Board Meeting.</p>	Meeting called to order at 2:33pm by Chair Darrin Lane.
2. Public Comments	There were no public comments made to the Policy Board Members.	There were no public comments.
<p>3. Approve minutes of the May 24, 2023, meeting.</p> <p>(Attachment A)</p> <p>ACTION: Decision on Minutes</p>	<p>Savannah Crawford gave two edits to the minutes for her section of the Jurisdictional Updates. “Hamilton (not Harrington). Merloy (not Mulloy). In the jurisdictional updates under ODOT sections”.</p> <p>The Policy Board approved the May 24, 2023, meeting minutes by consensus with corrections.</p>	There was consensus to approve the minutes of May 24, 2023, AAMPO Policy Board meeting with corrections.
<p>4. AAMPO/OCWOG IGA (Albany Area Metropolitan Planning Organization/Oregon Cascades West Council of Governments Intergovernmental Agreement)</p> <p>(Attachment B)</p> <p>Action: Approval of IGA renewal</p>	<p>Staff Nick Meltzer introduced the Albany Area Metropolitan Planning Organization (AAMPO) and Oregon Cascades West Council of Governments (OCWCOG) Intergovernmental Agreement (IGA).</p> <p>Meltzer shared with the policy board the change made, which would allow for AAMPO staff to sign on behalf of the Metropolitan Board Planning Organization (MPO).</p> <p>Councilor Ray Kopczynski moved to extend the current IGA for 1 month and the Policy Board will consider this IGA for approval during the July Policy Board meeting. Chair Darrin Lane seconded. This motion was adopted by consensus.</p> <p>Chair Darrin Lane noted that he personally doesn’t feel there is a problem, but he would like the opportunity to review it with a few other opinions.</p>	Councilor Ray Kopczynski moved to extend the current IGA for 1 month and the Policy Board will consider this IGA for approval during the July Policy Board meeting. Chair Darrin Lane seconded. This motion was adopted by consensus.
5. RTP (Regional Transportation Plan) Project Solicitation	Staff McGregor noted that the keyway of engaging with the public during this round of public participation is through a wiki interactive map which covers project solicitation via this map, and it’s highlighted and defined corridors.	

<p>Action: Information and Discussion</p>	<p>McGregor gave an overview of the interactive map and the features that make the map easy to use for the public.</p> <p>McGregor noted a “pin” can be dropped for project ideas and safety issues with a larger focus on project ideas.</p> <p>McGregor added the second way staff are soliciting the public is through a series of flyers which will be distributed via Matt Harrington through the City of Albany’s social media page (Instagram), which will be provided in both English and Spanish to reach the largest number of people.</p> <p>McGregor added that staff have spoken with Steve from Mid-Valley Bike Club and the flyers will be distributed from there as well.</p> <p>Chair Darrin Lane noted that AAMPO Staff should also reach out to the Linn County’s new public communication officer for distribution as well. His email is: apaul@co.linn.or.us.</p>	
<p>6. 2024-2027 MTIP Adoption (Attachment C)</p> <p>Action: Adoption of 2024-2027 MTIP</p>	<p>McGregor shared Attachment C which is the 2024-2027 Transportation Improvement Program (MTIP) which is up for adoption today by the AAMPO Policy Board.</p> <p>McGregor advised that MTIP is pretty much the same as the last cycle, however there are changes in the Surface Transportation Block Grant (STBG) projects section which lists years and projects for the STBG cycles.</p> <p>The AAMPO Policy Board Members approved the adoption of the 2024-2027 MTIP by consensus.</p>	<p>The AAMPO Policy Board Members approved the adoption of the 2024-2027 MTIP by consensus.</p>
<p>7. Jurisdictional Updates/Other Business</p>	<p>AAMPO Staff Updates: Meltzer shared that last week the Transportation team spent the day getting to know the coastal community partners through professional development, which was a fun event.</p> <p>Jurisdictional Updates: Albany – Councilor Ray Kopczynski noted there was a joint Benton County and Albany city councilor meeting which discussed the path plans for the Corvallis to Albany path and it is moving forward, but still</p>	

impacted by Highway 20 construction.

Benton County – Commissioner Pat Malone shared that everyone is really interested in the Albany to Corvallis path being finished, however, first to come would be the Highway 20's safety improvement project to finished up. Malone added that Corvallis is working on securing the right of way on their section of the path. Malone noted he is glad to see projects moving forward.

Additionally, another topic between the councilor and commissioner meeting was applying for grants for the corridor Electric Vehicle (EV) charging stations. Malone shared that it could be a regional collaboration project; with Oregon Cascades West Council of Governments (OCWCOG), possibly being the main agency on developing the grant or just helping along the process since it is so new.

Malone added there are three applicants for Benton County's new County Administrator.

Jefferson – There were no members from Jefferson present to give an update.

Linn County – Chair Darrin Lane noted that the road department has been working diligently to achieve right of way for Goldfish Farm Road's two projects. Lane added that the Goldfish Farm Road Project had started back in 1998 with Staci Belcraastro who was new at the City of Albany, and he would love to see the project finished before he retired.

Lane shared the intermodal facility has had a slow start due to the steam ship line issues regarding rates. Lane noted the fundamental problem with the issue is that when this was conceived there was a significant number of empty containers driving past and the idea would be empty containers would be dropped off and sent back. However, economics and the war with Ukraine changed this and it has been harder to achieve this without having a large number of match backs.

Millersburg – There were no members from Millersburg present to give an update.

	<p>Tangent – Joe Samaniego shared that they are working to find funding for sidewalks for the school along with new pathway updates. Samaniego also invited the group to city hall on July 3rd for cake to celebrate the 50-year anniversary.</p> <p>ODOT - Savannah Crawford noted that there are issues with Connifer to Merloy with right of way complications and she will be in touch with Laurel Beyer. Crawford added that there are new features on Highway 20 and folks will need to navigate and get used to the new features. Crawford advised pointing folks to their website to watch the video on how to navigate through the new features. Linked Here: US 20 Safety improvements video referenced by Savannah: https://www.youtube.com/watch?v=EtF8pPyuyUU.</p> <p>Additionally, the Van Buren bridge updates are going to be very noisy through October since bridge building in general is loud. The detour structure should be open in the fall to start the removal of the old bridge. Crawford noted that this project is on schedule.</p> <p>Malone advised having occasional in person meetings with food in order to get people to show up, especially in the summertime. Such as 1 meeting out of 4 and trying to have fun during the meetings.</p> <p>Chair Lane noted that maybe shooting for September to be the next in person meeting for everyone to attend in Albany, and the group agreed to host virtual meetings for the Policy Board between now and then.</p>	
8. Adjournment	The next AAMPO Policy Board Meeting is scheduled for Wednesday, July 26, 2023, from 2:30pm – 4:30pm.	The meeting was adjourned at 3:11 pm by Chair Darrin Lane.

INTERGOVERNMENTAL AGREEMENT
Between
ALBANY AREA METROPOLITAN PLANNING ORGANIZATION
(AAMPO)
And
OREGON CASCADES WEST COUNCIL OF GOVERNMENTS (OCWCOG)
For
Designation of OCWCOG as AAMPO’s Administrative and Fiscal Agent

This Agreement is made and entered into upon execution by and between the Albany Area Metropolitan Planning Organization, hereinafter known as AAMPO, and the Oregon Cascades West Council of Governments, hereinafter known as OCWCOG, Oregon 190.010 intergovernmental agencies.

Recitals

- A. ORS 190.010 permits units of local government agencies to enter into agreements for the performance of required duties or the exercise of permitted powers.
- B. AAMPO is the entity charged with conducting a continuing, cooperative and comprehensive regional transportation planning process for the Albany Urbanized Area, consistent with federal and state requirements, and has the need for administrative and fiscal services.
- C. AAMPO is comprised of the following member jurisdictions: the City of Albany, the City of Jefferson, the City of Millersburg, the City of Tangent, Benton County, Linn County, and the Oregon Department of Transportation.
- D. OCWCOG has staff with the proper credentials, licensing, and experience to provide such service.

THEREFORE, the parties to this intergovernmental agreement agree to the following terms and conditions:

Agreement

SECTION 1. SCOPE OF SERVICES

This Agreement shall be for the purpose of designating OCWCOG as AAMPO’s administrative and fiscal agent.

SECTION 2. AAMPO RESPONSIBILITY

- A. Provide direction regarding staffing of AAMPO including engagement in review and evaluation of AAMPO personnel, as requested.
- B. Provide direction regarding representation of AAMPO during the course of all AAMPO business.
- C. Provide policy direction and governance to fulfill its responsibilities including, but not

limited to:

- i. Developing and approving the annual Unified Planning Work Program;
 - ii. Developing and approving the Long Range Transportation Plan;
 - iii. Developing and approving a Transportation Improvement Plan and its periodic updates;
 - iv. Developing and approving the submission of periodic reports required of metropolitan planning organizations by state or federal agencies;
 - v. Developing and adopting an annual budget; and
 - vi. Entering into contracts for professional services necessary to carry out its responsibilities;
 - a. Approving contracts with a total value over \$10,000 and instructing the CED Director and/or the Transportation Program Manager to execute the necessary documents to enter into the contract.
 - b. Delegating to the CED Director and Transportation Programs Manager authority to approve and execute contracts with a total value of \$10,000 or less.
- D. Comply with all applicable laws and regulations including, but not limited to, the Public Contract Law, Public Meetings Law, Public Records Law, and the Government Standards and Practices Act of the State of Oregon.
- E. Pursuant to the provisions of the Albany Area Metropolitan Planning Organization Intergovernmental Agreement (IGA), OCWCOG and AAMPO acknowledge that each party to the IGA is required to self-insure or maintain tort liability insurance in an amount sufficient to contribute for liability for which the party is jointly liable with another party, subject to the limitations of the Oregon Tort Claims Act ORS 30.260 to 30.300 or other Oregon Law.

SECTION 3. OCWCOG RESPONSIBILIITY

- A. To provide AAMPO, consistent with AAMPO's adopted annual Unified Planning Work Program (UPWP) and budget, all necessary support to enable AAMPO to meet its federal and state obligations as the designated MPO for the Albany Urbanized Area.
- B. Received, on behalf of AAMPO, all funds directed to AAMPO unless otherwise specified. In connection with management of those funds, OCWCOG shall:
 - i. Maintain separate accounts or segregated funds for all revenues and maintain discrete accounting records for expenditures, revenues and cash balances as required by state and/or federal agencies;
 - ii. Maintain accounting policies, practices and procedures that are consistent with generally accepting accounting principles and in accordance with applicable statutes and regulations;
 - iii. Provide periodic budget reports to the AAMPO Policy Board, as requested;

- iv. Expend funds in the execution of this Agreement in accordance with AAMPO's adopted annual UPWP and associated budget, which are herein incorporated by reference. This budget shall include compensation for services performed by OCWCOG to fulfill tasks within the adopted UPWP; and,
 - v. Bill ODOT at least quarterly for 100 percent of actual costs, as described in Section 4.B.
- C. Make payment promptly, as due, to all persons supplying to OCWCOG labor or materials for the prosecution of the work provided for in this Agreement.
 - D. Pay all contributions or amounts due the Industrial Accident Fund from OCWCOG or any subcontractor incurred in the provision of services under this Agreement.
 - E. Not permit any lien or claim to be filed or prosecuted against AAMPO on account of any labor or material furnished.
 - F. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - G. Comply with all applicable laws and regulations including, but not limited to, the Public Contract Law, Public Meetings Law, Public Records Law, and the Government Standards and Practices Act of the State of Oregon.
 - H. Obtain and at all times during the duration of this Agreement keep in effect comprehensive commercial general liability insurance covering the contracted activities. Said insurance shall at a minimum provide for:

COMMERCIAL GENERAL LIABILITY insurance including personal injury, bodily injury and property damage with limits as specified below. Limits maybe provided by Excess or Umbrella policy:

LIMITS:
 - \$1,000,000 Per Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per Project.
 - \$2,000,000 Per Occurrence / \$2,000,000 General Aggregate / \$2,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per Project.
 - \$5,000,000 Per Occurrence / \$5,000,000 General Aggregate / \$5,000,000 Products and Completed Operations Aggregate. Aggregates shall apply per Project.
 - I. Name AAMPO as an additional insured of the Commercial General Liability policy.

SECTION 4. PROVISIONS

- A. Contract Period: This agreement shall be effective July 1, 2023 and shall terminate on June 30, 2026, unless this agreement is hereafter modified in writing.
- B. Payment: OCWCOG shall submit to ODOT at least quarterly, but not for periods of less than one month, invoices for 100 percent of actual costs incurred by on behalf of the

project consistent with the adopted annual Unified Planning Work Program. Such invoices shall be consistent with state and federal requirements and will be in a form agreed upon by OCWCOG and ODOT.

- C. Termination: This agreement may be terminated by either party. Suspension in whole or in part of this agreement by either party will require thirty (30) days written notice to the other party. In the event of termination, OCWCOG shall submit to ODOT an invoice for 100 percent of actual costs incurred up to and including the date of termination. Upon termination of this agreement, any assets remaining within the control of OCWCOG shall be transferred to another party or parties as directed by AAMPO.
- D. Assignability: This contract is for the exclusive benefits of the parties hereto. It shall not be assigned, transferred, or pledged by either party without the prior written consent of all the remaining parties.
- E. Discrimination: The parties agree to comply with all applicable federal, state, and local laws, rules, and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, sexual orientation, gender identity or source of income.
- F. Indemnification: To the extent that AAMPO has officers, agents, employees or contractors who are not officials, employees or agents of the OCWCOG, AAMPO must indemnify, defend and hold harmless the OCWCOG from any tort claim made as a result of the actions of those officers, agents, employees or contractors, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 – ORS 30.300. The OCWCOG must indemnify, defend and hold harmless AAMPO from any tort claim made as a result of the officers, agents, employees or contractors of OCWCOG related to performance of this agreement, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 – ORS 30.300.

Nothing in this agreement shall be construed to increase tort liability that the OCWCOG or AAMPO would otherwise have under Oregon Law. Specifically, all parties agree that the responsibility of any one party to defend, indemnify, or hold harmless the other party or parties is subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 - ORS 30.300.

To the extent that AAMPO has officers, agents, employees or contractors who are not officials, employees or agents of the OCWCOG, AAMPO must maintain general liability insurance in an amount sufficient to fully indemnify, defend and hold the OCWCOG harmless from any claim made as a result of the actions of those officers, agents, employees or contractors, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 – ORS 30.300. The OCWCOG must maintain general liability insurance in an amount sufficient to fully indemnify, defend and hold AAMPO harmless from any claim made as a result of the actions of the officers, agents, employees or contractors of the OCWCOG, subject to the limitations of the Oregon Tort Claims Act, ORS 30.260 – ORS 30.300

Each Party agrees to indemnify, defend and hold

harmless the other Party for any claims arising under a quasi-contractual theory as the result of the actions of an elected or appointed official, employee, agent or contractor of that Party. AAMPO will be solely responsible for any claims arising under a quasi-contractual theory as the result of the actions of an official, employee, agent or contractor of AAMPO who is not an official, employee or agent of the OCWCOG. The OCWCOG will be solely responsible for any claims arising under a quasi-contractual theory as the result of the actions of an official, employee, agent or contractor of the OCWCOG who is not authorized in writing to act as an agent or contractor of AAMPO.

- G. Public Contracts: All parties shall comply with all federal, state and local laws, ordinances and regulations applicable to the work under this agreement, including, without limitation, the applicable provisions of ORS chapters 279A, B and C, particularly 279B.220-279B.235, as amended.
- H. Waiver: Waiver of any breach of any provision of this agreement by either party shall not operate as a waiver of any subsequent breach of this same or any other provision of this agreement.
- I. Dispute Resolution: Unless otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in questions between AAMPO and OCWCOG arising out of, or relating to this Agreement or the breach of it will be decided, if the parties mutually agree, by mediation, or if they fail to agree, by arbitration. Arbitration will be conducted according to rules and procedures set out by the Arbitration Service of Portland, or as otherwise agreed by the parties.
- J. Workers Compensation: Workers' Compensation and Employer's Liability insurance as statutorily required for persons performing work under this contract. Any subcontractor hired by Contractor shall also carry Workers' Compensation and Employer's Liability coverage.

OCWCOG is subject to the Oregon Workers' Compensation Law and shall comply with ORS 656.017 which requires OCWCOG to provide workers compensation coverage for all of its subject workers.

- K. Severability: If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- L. Amendments: Any amendment to this agreement shall be in writing and signed by authorized representatives of both parties. There are no understanding, agreements or representations, oral or written, regarding this agreement except as specified or referenced herein.

Signed:

Ryan Vogt
Executive Director
Oregon Cascades West Council of Governments

Date: _____

Darrin Lane
AAMPO Policy Board Chair

Date: _____