



RESOLUTION NO. 7352

A RESOLUTION AUTHORIZING THE CITY OF ALBANY PARKS AND RECREATION DEPARTMENT (CITY) TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH GREATER ALBANY PUBLIC SCHOOLS (GAPS) FOR CONTINUED OPERATIONS AND PROGRAMMING OF THE ALBANY COMMUNITY POOL BY A LEASE AGREEMENT UNTIL JUNE 2029

WHEREAS, ORS 190.003 et. seq. provides for intergovernmental cooperation in the interest of furthering economy and efficiency of local units of government; and

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, or entity organized and existing under statute or county or city charter; and

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 any party to the agreement, its officers or agencies have authority to perform; and

WHEREAS, the Albany Community Pool (ACP) was built and opened by GAPS in 1979; and

WHEREAS, GAPS owns the facility and has primary responsibility for upkeep of the structure; and

WHEREAS, operation of the pool was transferred to the City in 1996; and

WHEREAS, the parties have a history of working together for mutual benefit; and

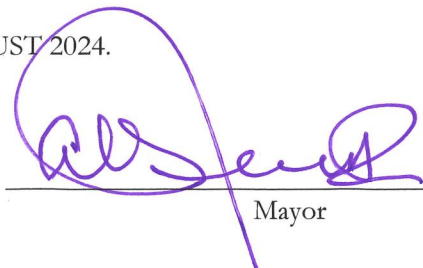
WHEREAS, the City operates and provides programming for the 45-year-old facility; and

WHEREAS, the parties agree to renew the lease agreement for five years, ending June 2029; and

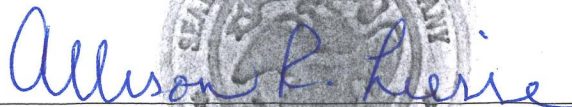
NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the parks and recreation director is authorized to sign an intergovernmental agreement, Attachment A, with Greater Albany Public Schools for continued operations and programming of the pool by a five-year lease agreement.

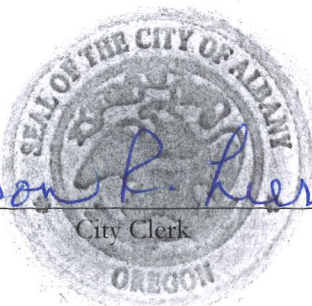
BE IT FURTHER RESOLVED, all previous ACP lease resolutions are hereby repealed.

DATED AND EFFECTIVE THIS 5TH DAY OF AUGUST 2024.

  
\_\_\_\_\_  
Mayor

ATTEST:

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



# LEASE

Date: June 30, 2024

Between: Greater Albany Public School (GAPS) District 8J (“District”)

And: City of Albany, Oregon, a Municipal Corporation (“City”)

## Section 1. Lease

District leases to City and City leases from District that public recreation facility commonly known as the Albany Community Pool (ACP), along with related facilities, more particularly described with reference to the diagram attached hereto as Exhibit “A” and by this reference incorporated herein. The property has street address of 3685 Columbus Street SE; Albany, OR 97322.

## Section 2. Occupancy

**2.1 Original Term.** The term of this lease shall commence July 1, 2024, or the time of transfer as referenced in the Intergovernmental Agreement between the City and the District (whichever is later), and continue through June 30, 2029, unless sooner terminated as provided herein.

**2.2 Renewal.** While no renewal obligation is contained within the terms of this lease, the parties hereto express to one another their desire to enter into renewal discussions and agree that should either party seek renewal at the end of the original term, they will open discussions not later than January 1, 2029.

## Section 3. Considerations

**3.1 Original Term.** As consideration for this lease, City has paid District \$100 as prepaid rent. The receipt of this sum, and adequacy of the consideration is acknowledged by District. As additional consideration, City agrees that during the time that the Albany Community Pool is being operated by City, it will provide up to 800 hours per year, of Albany Community Pool facilities for District educational programs which do not generate financial revenue from the use of the Albany Community Pool facilities. City will have exclusive control over the scheduling of such use but agrees to work cooperatively with District to coordinate community use of the leased facilities. The up to 800 hour per year commitment shall run from lease anniversary date, to lease anniversary date, and not on a calendar or fiscal year basis.

**3.2 Lifeguards.** Recently there was a change in Oregon Administrative Rule (OAR) 333-060-0207 and 333-060-0208. They now state that a lifeguard may not provide swim lessons or serve as a swim coach at the same time they are serving as a lifeguard for the pool. OAR 333-060-0208(2) states that the lifeguard shall supervise the pool with no other distracting activities. OAR 333-060-0208(2)(c) goes on to state that the lifeguard may teach lessons or coach swim teams during times when that is the only activity they are responsible for supervising. Serving as a lifeguard for the pool is an activity that cannot be combined with providing swim lessons or coaching a swim team. As a result, City must staff additional lifeguards in order to accommodate the District’s swim team and water polo activities.

City will always schedule enough lifeguards to accommodate forty (40) individuals in the water for practices. District shall notify ACP Coordinator at least two (2) weeks in advance of any practices that will exceed forty (40) swimmers so that appropriate staffing adjustments can be made. Should programs grow over the year, the District will offset additional lifeguard costs.

By July 1 of each year, City will provide the District with their lifeguard fee estimates for the upcoming year based on the previous year's actuals and updated compensation rates. District will be billed monthly for the staffing costs. The current fully burdened rate for a lifeguard is \$23 per hour.

#### **Section 4. Use of the Premises**

**Permitted Use.** City may use the Premises for any lawful activity related to or incidental to City's recreation activities conducted through City's Parks and Recreation Department. City shall be entitled to all revenue generated from use of the Premises.

#### **Section 5. Repairs and Maintenance**

**Obligations.** City will be responsible for the ordinary and routine operating costs to utilize the Albany Community Pool and its related facilities. These obligations will include utility expenses, chemical expenses, staffing expenses, and routine internal maintenance and cleaning. District shall be responsible for repairs and maintenance of the roof, gutters, exterior walls, bearing walls, structural members, floor slabs, and foundation. District shall maintain the driveways, curbs, parking areas, and areas used in common by City and District. District shall maintain water, sewage, gas, and electrical services up to the point of entry to the leased Premises and shall be responsible for any repairs of the heating and air conditioning systems other than ordinary maintenance.

#### **Section 6. Extraordinary Expenses**

In the event that the leased facilities require extraordinary expenses outside the ordinary maintenance and repair obligations described in Section 5 (over approximately \$1,000), the parties agree to immediately communicate with one another concerning the nature of the problem and the extent of anticipated repairs and to thereafter work cooperatively to determine if agreement can be reached concerning an equitable division of the expenses of repair. Upon notification by City to District that an extraordinary repair is required, City may suspend operation of the Albany Community Pool.

Areas that may need attention in the next three (3) years, in accordance with extraordinary expenses, are included in Exhibit B. To assist in accomplishing these projects, parties will both agree to contribute \$25,000 towards a deferred maintenance fund annually beginning 2025-2026 fiscal year as able, as substantial work will be needed in the upcoming lease timeframe.

The District's 2025-2029 Five Year Capital Improvement Plan is provided as Exhibit C and Exhibit D includes a list of areas that may require future maintenance.

If the parties cannot agree on an equitable division of the expenses of extraordinary repair, either party may exercise their rights under the termination clause hereinafter provided.

#### **Section 7. Insurance**

Before the Agreement is executed and work begins, District must furnish City a Certificate of Insurance for the coverage and limits set out below which is to be in force and applicable to

the project for the duration of the contract. The issuing insurance companies must have a minimum current A.M. Best rating of A- VII or approved by City. The Certificate must state that any insurance coverage shown cannot be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice given to City. Required insurance coverage(s) must continue in effect throughout the term of the contract, or until final acceptance of the entire project, or through the products-completed operations required period.

### **7.1 Minimum Scope of Insurance.**

Coverage must be at least as broad as:

Commercial General Liability: Insurance Services Office (ISO) form CG 0001 with an edition date of 10-2001 or later, providing Commercial General Liability – Occurrence Form. With CG 25 03 (Amendment Aggregate Limits of Insurance per Project) or equivalent attached.

Automobile Liability: Insurance Services Office form CA 0001, providing Business Automobile Coverage on owned, non-owned and hired vehicles.

Workers' Compensation: Insurance as required by Oregon Revised Statutes and including Employers Liability Insurance.

### **7.2 Minimum Limits of Insurance.**

District must maintain limits no less than:

Commercial General Liability	\$2,000,000 Each Occurrence
	\$2,000,000 Personal Injury
	\$3,000,000 General Aggregate
	\$3,000,000 Products/Completed Operations Aggregate

The General Aggregate and Products/Completed Operations Aggregate must apply separately on a "per project basis". A combination of primary and Excess Liability or an Umbrella Insurance policy may be used to meet the required limits of insurance.

If Sexual Abuse and Molestation coverage is excluded under the Commercial General Liability policy, evidence of separate Sexual Abuse and Molestation coverage of not less than \$1,000,000 per claim, incident, or occurrence and \$2,000,000 in the aggregate must be provided.

Automobile Liability: \$2,000,000 Per Occurrence

Employers Liability: \$1,000,000 Each Accident  
\$1,000,000 Disease Aggregate  
\$1,000,000 Disease Each Employee

### **7.3 Insurance Requirements for Subcontractors and Volunteers.**

Should District subcontract any part of the Contract, District will require those subcontractors or affiliates, if not covered under District's insurance, to obtain and keep in force for the duration of the Contract, insurance equal to the minimum values indicated above. Should District use volunteers for any part of the Contract, District should include volunteer under District's insurance policy and shall require volunteers or volunteer's legal guardian, when applicable, to sign a waiver of liability.

#### **7.4 Deductibles and Self-Insured Retentions (SIR).**

Any deductible or self-insured retention must be declared to and approved by City. At the option of City, either: the insurer will reduce or eliminate such deductible or self-insured retention as respects City, its officers, employees and agents; or District will procure a letter of credit or surety bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### **7.5 Other Insurance Provisions.**

The policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Clause - The Commercial General Liability insurance coverage required for performance of this contract must be endorsed to name City of Albany and its officers, agents and employees as Additional Insured on any insurance policies required herein with respect to District's or any subcontractor's activities being performed under the Agreement. The Certificate of Insurance must include the additional insured endorsement. Coverage must be primary and non-contributory with any other insurance and self-insurance.

Any failure to comply with reporting provisions of the policies must not affect coverage provided to City, its officers, employees, or agents.

Workers' Compensation and Employers Liability Coverage – The insurer must agree to waive by endorsement all rights of subrogation against the City of Albany, its officers, employees, and agents for losses arising from work performed by District for City.

#### **7.6 Excess or an Umbrella Insurance Policy.**

A combination of primary and Excess Liability or an Umbrella Insurance policy may be used to meet the required limits of insurance. Indication of use must be provided either on the certificate of insurance or within the endorsements.

### **Section 8. Indemnification**

City shall indemnify and defend District from, and reimburse District for, any cost, claim, loss, or liability suffered directly or from a third-party claim arising out of or related to any activity of City on the Premises or any condition of the Premises in the possession or under the control of City including parking areas and sidewalks used to access the Premises except for such cost, claim, loss, or liability that may be caused primarily by District's own negligence. The District shall indemnify and defend City from, and reimburse City for, any cost, claim, loss, or liability suffered directly or from a third-party claim caused primarily by District's own negligence involving the Premises.

### **Section 9. Liens**

**9.1** Except with respect to activities for which District is responsible, City shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If City fails to pay any such claims or to discharge any lien, District may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 12% per annum from the date expended by District and shall be payable on demand. Such action by District shall not constitute a waiver of any right or remedy which District may have on account of the City's default.

**9.2** City may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as District's property interests are not jeopardized. If a lien is filed as a result of nonpayment, City shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with District cash or their surety satisfactory to District in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

## **Section 10. Fire Insurance**

**10.1 Insurance Required.** District shall keep the Premises insured at District's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. The City shall bear the expense of any similar insurance insuring the property of the City on the Premises against such risks but shall not be required to insure.

**10.2 Waiver of Subrogation.** Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

## **Section 11. Taxes**

**11.1 Property Taxes.** In the event that District, City, or either parties' assigns are somehow required to pay taxes and assessments regarding the premises, such taxes and assessments shall be paid by City. City shall pay as due all taxes on its personal property located on the Premises. City shall pay as due all real property taxes and special assessments levied against the Premises. As used herein, real property taxes include any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of District or City.

**11.2 Contest of Taxes.** City shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that District's interest in the Premises will be foreclosed for nonpayment. District shall cooperate in any reasonable manner with such contest by City.

**11.3 Proration of Taxes.** City's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

**11.4 New Charges or Fees.** If a new charge or fee relating to the ownership or use of the Premises or the receipt of rental therefrom or in lieu of property taxes is assessed or imposed, then, to the extent permitted by law, City shall pay such charge or fee. City, however, shall have no obligation to pay any income, profits, or franchise tax levied on the net income derived by District from this lease.

## **Section 12. Utility Metering Reading**

City shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for

fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, and janitorial services.

### **Section 13. Parking**

The leased Premises shall include not less than 16 dedicated parking spaces in the location shown on Exhibit "A". Should students park in the dedicated parking spaces, license plates will be forwarded to the South Albany High School Vice Principal. South Albany High School staff will support by speaking to students and follow building procedures on progressive discipline which may include the loss of privileges and/or towing. GAPS may consider installation of a camera in the parking lot to assist should issues continue.

### **Section 14. Eminent Domain**

All proceeds of condemnation whatsoever, whether partial or total, shall go to District. City shall not have recourse against District for compensation.

### **Section 15. City's Right to Install Signage and Make External Modifications**

Notwithstanding any other provisions of this agreement, City shall have the right to install signs and paint portions of the exterior of the Albany Community Pool building as City may deem necessary or desirable to enhance community usage and identify the facility as one being operated under City control. Such signage and painting will be undertaken at City expense. District will be consulted concerning the design and location of any such signage.

At the end of the lease term, upon demand of the District, City shall remove any signage or painting installed by City which is deemed by District to be incompatible with facilities future use.

### **Section 16. Disputes, Arbitration, Court**

If any dispute arises between the parties involving this agreement either party may request final and binding arbitration. Only one arbitrator shall be utilized. That arbitrator shall be decided upon mutual consent of the parties. If the parties cannot agree, then the Linn County Circuit Court shall decide the arbitrator.

### **Section 17. Assignment and Subletting**

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of District; such consent may be unreasonably withheld.

### **Section 18. Termination**

**18.1** Either party may terminate this agreement for reason listed in Section 6 above by giving the other party written notice in which event, both parties shall be relieved of any requirements of this agreement and the District may retake possession of the leased premises. If there is a suspension of pool operations under Section 6, the District may terminate this agreement and both parties shall be relieved of any requirements of the agreement.

**18.2** Except as provided in Sections 6 and 18.1 above, either party may terminate this Agreement, without cause, by giving six (6) months notice, in writing, to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the date and year first above written.

**Greater Albany School District:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**City of Albany, Oregon:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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



EXHIBIT A

36th Avenue

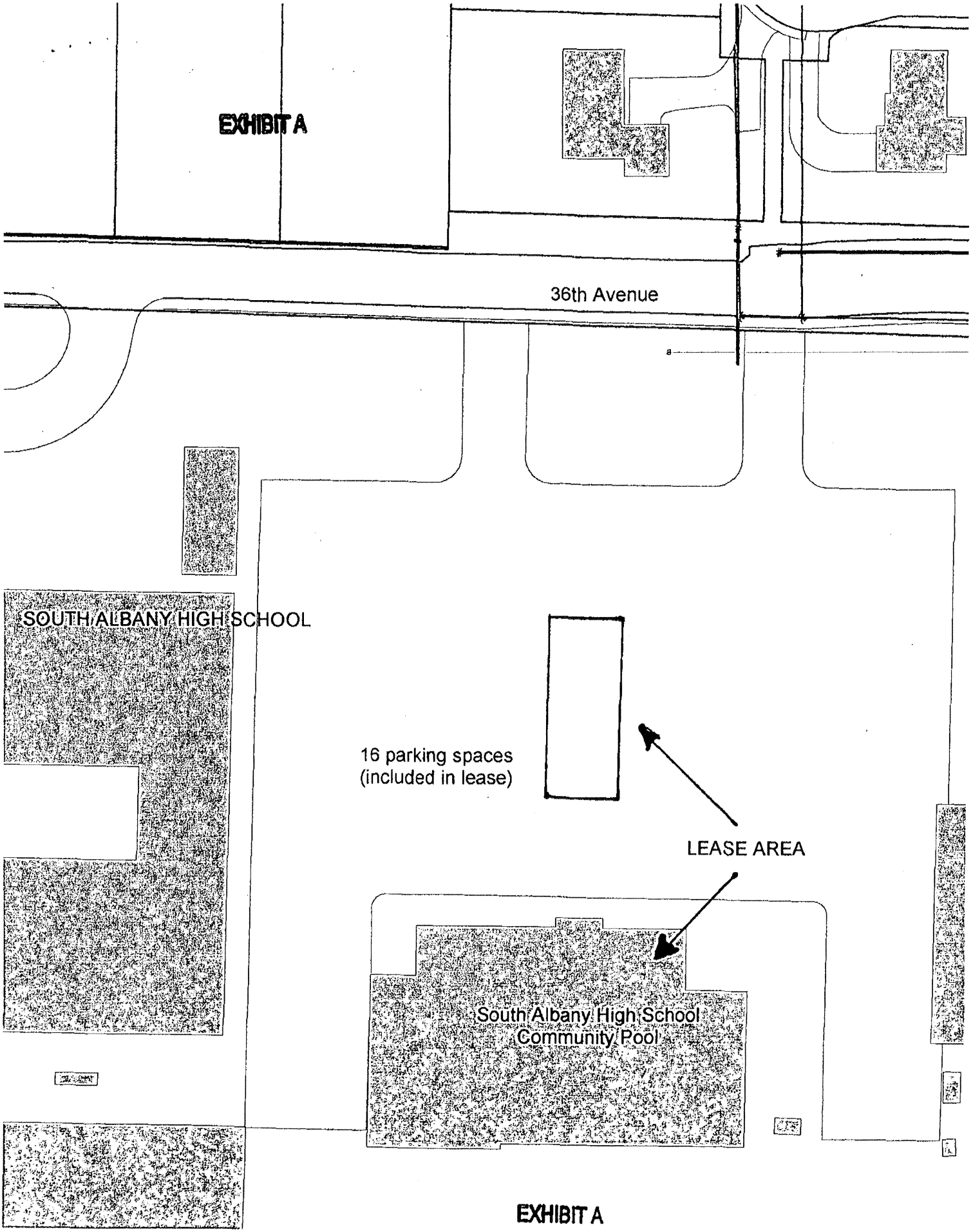
SOUTH ALBANY HIGH SCHOOL

16 parking spaces  
(included in lease)

LEASE AREA

South Albany High School  
Community Pool

EXHIBIT A





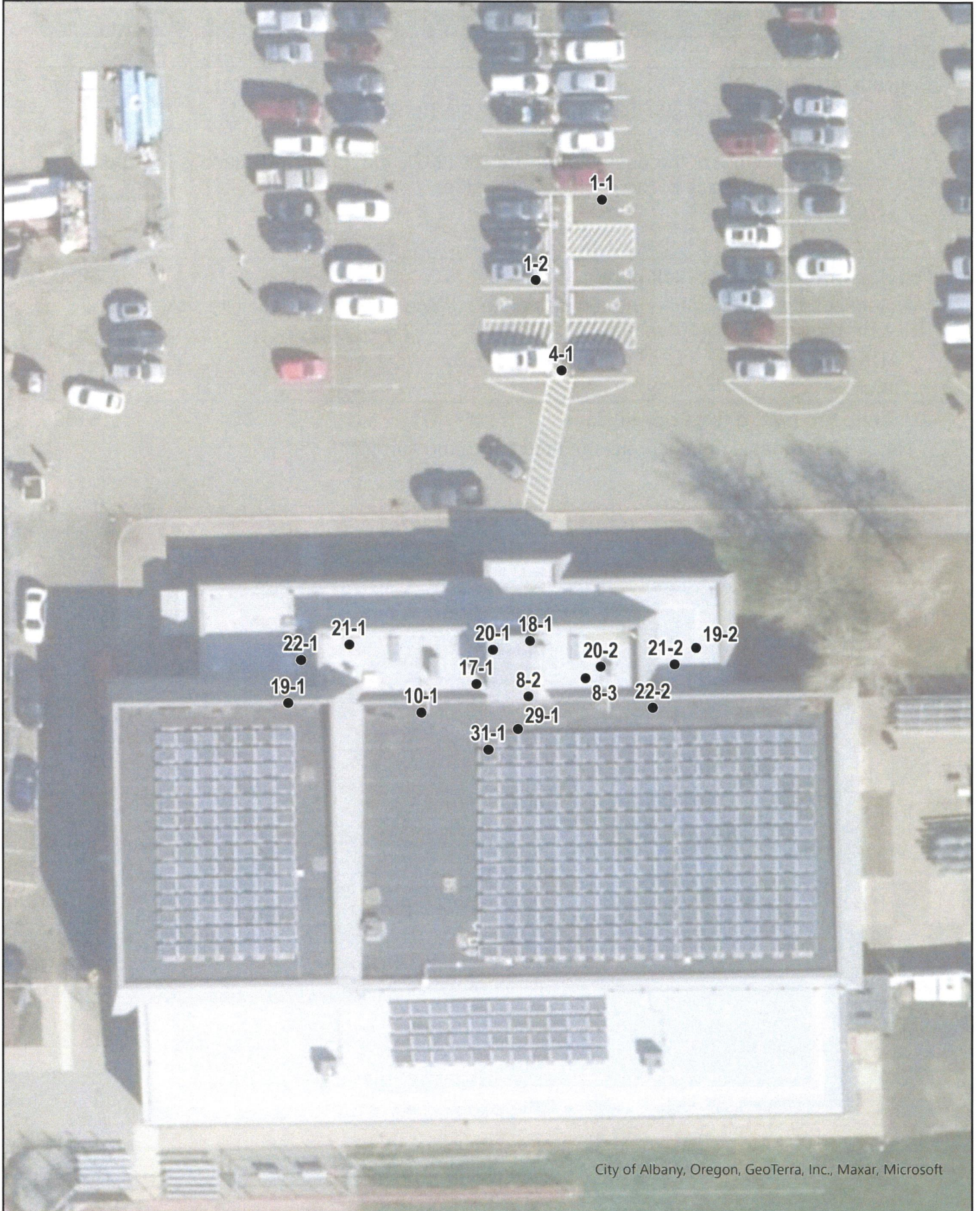
**Exhibit C**

5 Year Capital Improvement Plan					
Improvement	Estimate	Priority Level			Notes
		High (2025-2026)	Medium (2026-2028)	Low (2028-2029)	
Acoustic Tile Replacement	\$25,000.00			X	
Additional lights in the pool area (two)	TBD	X			
Bench Replacement	\$10,000.00		X		
Boiler A Replacement	\$50,000.00	X			
Boiler B Replacement	\$50,000.00		X		
Bulkhead Replacement	\$200,000.00		X		
Deep Stair Replacement	\$6,000.00	X			
Dryer Fans	TBD		X		
Emergency Light Replacement	TBD	X			
Exhaust Fan Upgrades	TBD	X			
Florescent to LED Light Transition	\$25,000.00	X			
Improvement list per ADA Transition Plan	\$90,740.00	X	X	X	See Exhibit D. September Closure
Pit Work	\$10,000.00	X			
Replastering of Pool	\$320,000.00	X			
Scoreboard Replacement	\$25,000.00			X	
Shallow Stair Replacement	\$5,500.00	X			
<b>Total:</b>	<b>\$817,240.00</b>				

# ALBANY COMMUNITY POOL



Map not to scale.



**Albany Parks/Citywide**

Albany Community Pool (leased)

<b>Building</b>	
<b>8 - 1</b>	<b>Door/Gate</b>
	Category: 1
<b>Regrade surface</b>	\$3,250
Notes: Slope of the pull side door landing is 2.5% (2.0% max).	
Slope in front of the push button is 2.8% (2.0% max). A trophy case is located in the clear floor space of the push button inside.	
ADA: 404.2.4.4	
Other: -	
<b>Provide or modify door kick plate</b>	\$290
Notes: A smooth and uninterrupted kick plate surface is not provided. The kickplate provided is 9" (10" min).	
ADA: 404.2.10	
Other: -	
<b>Attach loose mat to the floor surface</b>	\$160
Notes: Door mat is not securely attached to ground surface.	
ADA: 302.2	
Other: -	

**Albany Parks/Citywide**  
 Albany Community Pool (leased)

<b>Building</b>	
<b>8 - 2</b>	<b>Door/Gate</b>
	Category: 1
<b>Adjust door closer</b>	<b>\$160</b>
Notes: Door opening force is 10 lbs (5 lbs max).	
Door closer sweep time is less than the five second minimum from 90 degrees to 12 degrees. Door closing time is 2.5 seconds.	
ADA: 404.2.8.1, 404.2.9	
Other: OSSC 1102.1.2.5	
<b>Replace door hardware</b>	<b>\$550</b>
Notes: Door handle requires grasping and twisting to operate.	
ADA: 309.4	
Other: -	
<b>Provide or modify door kick plate</b>	<b>\$290</b>
Notes: A smooth and uninterrupted kick plate surface is not provided. The kickplate provided is 9" (10" min).	
ADA: 404.2.10	
Other: -	
<b>Provide strike edge clearance</b>	<b>\$3,250</b>
Notes: The plane of the doorway is offset 8 inches or more and has a 12-1/2" strike-edge clearance (18" min).	
Box projects into push-clearance 7-1/2".	
ADA: 404.2.4.3	
Other: -	

## Albany Parks/Citywide

Albany Community Pool (leased)

<b>Building</b>	
<b>8 - 3</b>	<b>Door/Gate</b>
	Category: 1
<b>Adjust door closer</b>	\$160
Notes: Door opening force is 9 lbs (5 lbs max).	
Door closer sweep time is less than the five second minimum from 90 degrees to 12 degrees. Door closing time is 2.4 seconds.	
ADA: 404.2.8.1, 404.2.9	
Other: OSSC 1102.1.2.5	
<b>Replace door hardware</b>	\$550
Notes: Door handle requires grasping and twisting to operate.	
ADA: 309.4	
Other: -	
<b>Provide or modify door kick plate</b>	\$290
Notes: A smooth and uninterrupted kick plate surface is not provided. The kickplate provided is 9" (10" min).	
ADA: 404.2.10	
Other: -	
<b>Provide strike edge clearance</b>	\$3,250
Notes: The plane of the doorway is offset 8 inches or more and has a 12-1/2" strike-edge clearance (18" min).	
ADA: 404.2.4.3	
Other: -	
<b>Raise or lower existing hardware</b>	\$160
Notes: Center of door hardware is 58-1/2" AFF (34" min to 48" max).	
ADA: 404.2.7	
Other: -	
<b>9 - 1</b>	<b>Sign</b>
	Category: 2
<b>Relocate existing sign</b>	\$160
Notes: Base of the sign is 67" AFF ("60 max).	
ADA: 703.5.6	
Other: -	
<b>Install or modify permanent room sign</b>	\$330
Notes: No braille is provided on the room sign.	
ADA: 703.3, 703.3.1	
Other: -	

**Albany Parks/Citywide**  
 Albany Community Pool (leased)

<b>Building</b>		
<b>9 - 2</b>	<b>Sign</b>	Category: 2
<b>Relocate existing sign</b>		\$160
Notes: Base of the sign is 67" AFF (60" max).		
ADA: 703.5.6		
Other: -		
<b>Install or modify permanent room sign</b>		\$330
Notes: No braille is provided on the room sign.		
ADA: 703.3, 703.3.1		
Other: -		
<b>10 - 1</b>	<b>Drinking Fountain</b>	Category: 3
<b>Replace or adjust water controls</b>		\$160
Notes: Operating effort of control is 6 lbs (5 lbs max). Height of the water flow is 3" (4" min).		
ADA: 309.1		
Other: -		
<b>Install an additional high or low fountain</b>		\$3,900
Notes: A higher standing person fountain is not provided.		
ADA: 211.2		
Other: -		
<b>17 - 1</b>	<b>Corridor / Aisle</b>	Category: 2
<b>Reposition controls and outlets</b>		\$260
Notes: Light switch controls are 50-1/2" AFF (48" max).		
ADA: 308.2, 308.2.1		
Other: -		
<b>18 - 1</b>	<b>Room</b>	Category: 2
<b>Reposition controls and outlets</b>		\$260
Notes: The electrical outlet is located 12" AFF (15" min to 48" max).		
The light switch is 50" AFF.		
ADA: 308.2, 308.2.1		
Other: -		



**Albany Parks/Citywide**

Albany Community Pool (leased)

<b>Building</b>	
<b>19 - 1</b>	<b>Multiple User Restroom</b>
Category: 2	
<b>Install restroom sign</b>	<b>\$330</b>
Notes: A tactile and braille restroom sign is not provided.	
ADA: 216.2, 216.8	
Other: -	
<b>Replace or reposition dispenser</b>	<b>\$160</b>
Notes: Height to operating mechanism of the soap dispenser is 52" AFF (48" max).	
ADA: 308.1	
Other: -	
<b>Modify lavatory or counter clearances</b>	<b>\$1,950</b>
Notes: Knee space measured at 8" deep from the centerline of the lavatory is 25-1/2" AFF (27" min).	
ADA: 306.3.1, 306.3.3, 306.3.5	
Other: -	
<b>Reposition controls and outlets</b>	<b>\$260</b>
Notes: Height of the outlet is 49-1/2" AFF (48" max).	
ADA: 308.2.1	
Other: -	
<b>Reposition controls and outlets</b>	<b>\$260</b>
Notes: Height of the light switch is 50-3/4" AFF (48" max).	
ADA: 308.2.1	
Other: -	
<b>Provide clear floor or turning space</b>	<b>\$3,900</b>
Notes: Clear space in front of the urinal is 42" deep (48" min).	
ADA: 305.5	
Other: -	
<b>Regrade surface</b>	<b>\$3,900</b>
Notes: Slope of the floor in front of the wheelchair compartment is 9.5% (2.0% max).	
ADA: 404.2.4.4	
Other: -	
<b>Provide or replace compartment door hardware</b>	<b>\$230</b>
Notes: Water closet compartment door does not have interior handles.	
ADA: 604.8.1.2	
Other: -	

**Albany Parks/Citywide**

Albany Community Pool (leased)

<b>Building</b>	
<b>19 - 1</b>	<b>Multiple User Restroom</b> <span style="float: right;">Category: 2</span>
<b>Reposition clothing hooks</b>	<b>\$160</b>
Notes: Height of coat hook in the wheelchair user compartment is 52" AFF (48" max). ADA: 308.1 Other: -	
<b>Modify stall partitions</b>	<b>\$650</b>
Notes: Compartment door width is 30-1/4" (32" min).  Compartment is 38" wide (35" to 37" max) and 55-1/2" deep (60" min). ADA: 404.2.3, 604.8.2 Other: -	
<b>Replace or modify grab bars</b>	<b>\$780</b>
Notes: Neither a vertical grab bar or rear grab bar are provided for the wheelchair compartment. ADA: 604.5.1, 604.5.2 Other: -	
<b>Replace toilet or adjust toilet seat height</b>	<b>\$3,900</b>
Notes: Water closet seat height is 20-1/4" AFF (17" min to 19" max). ADA: 604.4 Other: -	
<b>Replace or reposition dispenser</b>	<b>\$160</b>
Notes: The centerline of the toilet paper in front of the water closet is 5" (7" min and 9" max). ADA: 604.7 Other: -	
<b>Replace or modify grab bars</b>	<b>\$390</b>
Notes: Side grab bar is 52-1/4" long from the rear wall (54" min) for the wheelchair compartment. ADA: 604.5.1 Other: -	

**Albany Parks/Citywide**

Albany Community Pool (leased)

<b>Building</b>	
<b>19 - 2 Multiple User Restroom</b>	<b>Category: 2</b>
<b>Install restroom sign</b>	<b>\$330</b>
Notes: A tactile and braille restroom sign is not provided.	
ADA: 216.2, 216.8	
Other: -	
<b>Replace or reposition dispenser</b>	<b>\$160</b>
Notes: Height to operating mechanism of the soap dispenser is 48-1/2" AFF (48" max).	
ADA: 308.1	
Other: -	
<b>Reposition controls and outlets</b>	<b>\$260</b>
Notes: Height of the light switch is 50-3/4" AFF (48" max).	
ADA: 308.2.1	
Other: -	
<b>Provide or replace compartment door hardware</b>	<b>\$230</b>
Notes: Water closet compartment door does not have interior handles.	
ADA: 604.8.1.2	
Other: -	
<b>Reposition clothing hooks</b>	<b>\$160</b>
Notes: Height of coat hook in the wheelchair user compartment is 52" AFF (48" max).	
ADA: 308.1	
Other: -	
<b>Modify stall partitions</b>	<b>\$650</b>
Notes: Compartment is 39" wide (35" to 37" max) and 58-1/2" deep (60" min).	
ADA: 604.8.2	
Other: -	
<b>Replace or modify grab bars</b>	<b>\$780</b>
Notes: Neither a vertical grab bar or rear grab bar are provided.	
ADA: 604.5.1, 604.5.2	
Other: -	
<b>Replace toilet or adjust toilet seat height</b>	<b>\$3,900</b>
Notes: Water closet seat height is 20-1/2" AFF (17" min to 19" max).	
ADA: 604.4	
Other: -	

**Albany Parks/Citywide**

Albany Community Pool (leased)

<b>Building</b>	
<b>19 - 2</b>	<b>Multiple User Restroom</b> <span style="float: right;">Category: 2</span>
<b>Replace or reposition dispenser</b>	<b>\$160</b>
Notes: The centerline of the toilet paper in front of the water closet is 5-1/2" (7" min and 9" max).	
Toilet paper dispenser is located above the grab bar (12" min clearance).	
ADA: 604.7	
Other: -	
<b>Replace or modify grab bars</b>	<b>\$390</b>
Notes: Side grab bar is 52-3/4" long from the rear wall (54" min).	
ADA: 604.5.1	
Other: -	
<b>Modify operating mechanism</b>	<b>\$330</b>
Notes: Tampon dispenser requires twisting and grasping to operate.	
ADA: 309.4	
Other: -	

**Albany Parks/Citywide**

Albany Community Pool (leased)

<b>Building</b>	
<b>20 - 1</b>	<b>Single User Restroom</b>
	Category: 2
<b>Reposition controls and outlets</b>	\$260
Notes: The light switch is located 51" AFF (15" to 48" max).	
ADA: 308.2.1	
Other: -	
<b>Remove overhanging or protruding object</b>	\$160
Notes: Object protrudes 4-1/2" from wall at 47-1/2" AFF (protrusion more than 4" must be mounted below 27" or above 80").	
ADA: 204.1, 307.2	
Other: -	
<b>Replace or reposition fixtures</b>	\$1,630
Notes: The water closet centerline is 19-1/4" from the wall (16" min to 18" max).	
ADA: 604.2	
Other: -	
<b>Modify lavatory or counter clearances</b>	\$1,950
Notes: Knee space measured at 8" deep from the centerline of the lavatory is 25" AFF (27" min).	
ADA: 306.3.1, 306.3.3	
Other: -	
<b>Increase water closet clear width or depth</b>	\$650
Notes: Clear width at water closet is 48" (60" min) to the side wall.	
ADA: 604.3.1, 604.8.1	
Other: -	
<b>Replace or modify grab bars</b>	\$390
Notes: Side grab bar is 52-3/4" long (42" min, starts 12" max from wall and extends 54" from the rear wall).	
Rear grab bar is 43" AFF (33" min to 36" max).	
Height of the vertical grab bar is 35-3/4" AFF (39" min).	
Toilet paper dispenser is located 1/2" below the side grab bar (1-1/2" min clear space below the bar).	
ADA: 604.5.1, 604.5.2, 609.3	
Other: ANSI 604.5.1	
<b>Install restroom sign</b>	\$330
Notes: A tactile and braille restroom sign is not provided. Men's Restroom	
ADA: 216.8	
Other: -	

**Albany Parks/Citywide**  
 Albany Community Pool (leased)

<b>Building</b>	
<b>20 - 2</b>	<b>Single User Restroom</b>
Category: 2	
<b>Reposition controls and outlets</b>	<b>\$260</b>
Notes: The light switch is located 51" AFF (15" to 48" max).	
ADA: 308.2.1	
Other: -	
<b>Replace or reposition fixtures</b>	<b>\$1,630</b>
Notes: The water closet centerline is 18-1/4" from the wall (16" min to 18" max).	
ADA: 604.2	
Other: -	
<b>Modify lavatory or counter clearances</b>	<b>\$1,950</b>
Notes: Knee space measured at 8" deep from the centerline of the lavatory is 26" AFF (27" min).	
ADA: 306.3.1, 306.3.3	
Other: -	
<b>Increase water closet clear width or depth</b>	<b>\$650</b>
Notes: Clear width at water closet is 47-1/4" (60" min) to the side wall.	
ADA: 604.3.1, 604.8.1	
Other: -	
<b>Replace or modify grab bars</b>	<b>\$390</b>
Notes: Side grab bar is 52-1/2" long (42" min, starts 12" max from wall and extends 54" from the rear wall).	
Height of the vertical grab bar is 35-1/2" AFF (39" min).	
A rear grab bar is not provided.	
Toilet paper dispenser is located 1/2" below the side grab bar (1-1/2" min clear space below the bar).	
ADA: 604.5.1, 604.5.2, 609.3	
Other: ANSI 604.5.1	
<b>Install restroom sign</b>	<b>\$330</b>
Notes: Restroom sign is located on the door (next to latch is required). Women's restroom.	
Bottom of sign text is 60-1/4" AFF (48" - 60" max).	
ADA: 216.8	
Other: -	

**Albany Parks/Citywide**

Albany Community Pool (leased)

<b>Building</b>	
<b>20 - 2</b>	<b>Single User Restroom</b> <span style="float: right;">Category: 2</span>
<b>Adjust shelving, storage, or work space</b>	<b>\$160</b>
Notes: Door opening force is 14 lbs (5 lbs max).	
Door closing speed is five seconds minimum. Closing time is 2.1 seconds.	
ADA: 603.4	
Other: OSSC 1109.9	
<b>Replace or reposition dispenser</b>	<b>\$160</b>
Notes: Clear floor space is not provided for the seat cover dispenser.	
ADA: 308.1	
Other: -	

**Albany Parks/Citywide**  
 Albany Community Pool (leased)

<b>Building</b>	
<b>21 - 1</b>	<b>Dressing, Fitting, Locker Room, or Sauna</b>
<b>Category: 2</b>	
<b>Reposition clothing hooks</b>	<b>\$160</b>
Notes: Men's Locker Room	
Height of the light switch is 51" AFF	
ADA: 222.2, 803.5	
Other: -	
<b>Provide an accessible locker</b>	<b>\$1,300</b>
Notes: No accessible half-sized locker is provided out of 18 lockers (at least one, or 5% min).	
ADA: 222.1	
Other: -	
<b>Replace or reposition shelves</b>	<b>\$160</b>
Notes: Reach to hair dryer button is 68-1/2" AFF, projects 10" (48" max).	
ADA: 222.2, 803.5	
Other: -	
<b>Reposition clothing hooks</b>	<b>\$160</b>
Notes: Clothing hooks are 67" AFF (48" max).	
ADA: 222.2, 803.5	
Other: -	
<b>Provide accessible fixed bench</b>	<b>\$2,600</b>
Notes: Depth of the bench is 9-1/2" and is 3-1/2" from seat to back support (20" min and a 2-1/2" max gap from the seat to back support).	
ADA: 903.3	
Other: -	
<b>Provide accessible locker hardware</b>	<b>\$330</b>
Notes: Lockers require twisting and grasping.	
ADA: 309.1	
Other: -	



**Albany Parks/Citywide**

Albany Community Pool (leased)

<b>Building</b>	
<b>21 - 2</b>	<b>Dressing, Fitting, Locker Room, or Sauna</b> <span style="float: right;">Category: 2</span>
<b>Reposition clothing hooks</b>	<b>\$160</b>
Notes: Men's Locker Room	
Height of the light switch is 51" AFF	
ADA: 222.2, 803.5	
Other: -	
<b>Provide an accessible locker</b>	<b>\$1,300</b>
Notes: No accessible half-sized locker is provided out of 8 lockers (at least one, or 5% min).	
ADA: 222.1	
Other: -	
<b>Provide an accessible steam or sauna room</b>	<b>\$0</b>
Notes: Reach to hair dryer button is 68-1/2" AFF, projects 10" (48" max).	
ADA: -	
Other: -	
<b>Reposition clothing hooks</b>	<b>\$160</b>
Notes: Clothing hooks are 49" AFF (48" max).	
ADA: 222.2, 803.5	
Other: -	
<b>Provide accessible fixed bench</b>	<b>\$2,600</b>
Notes: An accessible bench or changing compartment is not provided.	
ADA: 903.3	
Other: -	
<b>Provide accessible locker hardware</b>	<b>\$330</b>
Notes: Lockers require twisting and grasping.	
ADA: 309.1	
Other: -	

**Albany Parks/Citywide**

Albany Community Pool (leased)

<b>Building</b>	
<b>22 - 1 Bathing Facility</b>	<b>Category: 2</b>
<b>Modify an accessible shower seat</b>	<b>\$160</b>
Notes: Top of shower seat is 19-1/8" AFF (17" AFF min to 19" AFF max).	
Clearance from the seat to the side wall surface is 3-1/2" (1-1/2" max).	
ADA: 610.3, 610.3.1, 610.3.2	
Other: -	
<b>Provide an accessible shower seat</b>	<b>\$650</b>
Notes: The "L" shaped seat is installed backwards.	
ADA: 610.3.1, 610.3.2	
Other: -	
<b>Replace water controls</b>	<b>\$650</b>
Notes: Controls are located 51-3/4" AFF (38" AFF min to 48" AFF max).	
Water control requires 15 lbs to operate (5 lbs max).	
ADA: 608.5.1, 608.6	
Other: -	
<b>Install new grab bars</b>	<b>\$460</b>
Notes: Height of the grab bar is 38-1/2" AFF (36" max).	
Grab bar behind the seat needs to be removed.	
A grab bar is not installed opposite of the seat.	
ADA: 607.4.1, 607.4.1.1, 607.4.2, 609.4	
Other: -	

**Albany Parks/Citywide**

Albany Community Pool (leased)

<b>Building</b>	
<b>22 - 2 Bathing Facility</b>	Category: 2
<b>Modify an accessible shower seat</b>	\$160
Notes: Top of shower seat is 19-1/4" AFF (17" AFF min to 19" AFF max).	
Clearance from the seat to the side wall surface is 3-1/4" (1-1/2" max).	
ADA: 610.3, 610.3.1, 610.3.2	
Other: -	
<b>Provide an accessible shower seat</b>	\$650
Notes: The "L" shaped seat is installed backwards.	
ADA: 610.3.1, 610.3.2	
Other: -	
<b>Replace water controls</b>	\$650
Notes: Water control requires 12 lbs to operate (5 lbs max).	
ADA: 608.6	
Other: -	
<b>Install new grab bars</b>	\$460
Notes: Height of the grab bar is 38-1/2" AFF (36" max).	
Grab bar behind the seat needs to be removed.	
A grab bar is not installed opposite of the seat.	
The rear grab bar is 13" from the adjacent wall (6" max).	
ADA: 607.4.1, 607.4.1.1, 607.4.2, 608.3.2, 609.4	
Other: -	
<b>Increase or provide maneuvering or clear floor area</b>	\$3,900
Notes: Trench drain is located in the shower clear floor space.	
ADA: 608.2.2.1	
Other: -	
<b>Provide an accessible shower</b>	\$13,000
Notes: Shower compartment is 51" long and 40-1/2" wide (30 x 60" min).	
ADA: 608.2.3	
Other: -	
<b>29 - 1 Game and Sports Area</b>	
Category: 2	
<b>Provide wheelchair seating</b>	\$1,820
Notes: Approximately 167 fixed seats are provided, 336 mobile seats	
ADA: 221.2.1.4	
Other: -	

**Albany Parks/Citywide**  
 Albany Community Pool (leased)

<b>Building</b>	
<b>31 - 1</b>	<b>Swimming Pool / Wading Pools / Spas (int. or ext. Category: 2</b>
<b>Provide a level landing</b>	<b>\$390</b>
Notes: Slope in front of the chair lift is 2.6% (2.0% max).	
ADA: 1009.3.1	
Other: -	
<b>Modify swimming pool lift</b>	<b>\$1,300</b>
Notes: Remote was not operational at the time of assessment	
ADA: 1009.2.7	
Other: -	
<b>Modify transfer system</b>	<b>\$1,300</b>
Notes: Chair lift depth into water is 10" (18" min).	
ADA: 1009.5.4	
Other: -	
<b>Modify operating mechanism</b>	<b>\$1,300</b>
Notes: The force to operate the suit spinner is 22 lbs (5 lbs max).	
ADA: 309.4	
Other: -	
<b>35 - 1</b>	<b>Other Category: 3</b>
<b>Reposition controls</b>	<b>\$260</b>
Notes: Top row of vending machine buttons is 56-1/2" above the ground (15" min to 48" max).	
ADA: 308.2, 308.2.1	
Other: -	

**Albany Parks/Citywide**

Albany Community Pool (leased)

<b>Exterior</b>	
<b>1 - 1</b>	<b>Parking Area</b>
	Category: 1
<b>Prevent obstruction of accessible route</b>	<b>\$210</b>
Notes: Clear width of accessible route can be obstructed by parked cars. Route narrows to 28" wide with car overhang (36" min required).	
ADA: 502.7	
Other: -	
<b>Provide adequate striping</b>	<b>\$130</b>
Notes: The words "No Parking" are not painted in the access aisle.	
ADA: -	
Other: OSSC 1106.7	
<b>Provide a pavement stencil</b>	<b>\$270</b>
Notes: International symbol of accessibility pavement stencil is not provided. (28" high min, 24" wide min, painted with a 3" min stroke width of retroreflective white paint on an optional blue retroreflective background).	
Paint is faded and stencil does not have a blue background.	
ADA: -	
Other: OSSC 1106.7	
<b>4 - 1</b>	<b>Walk</b>
	Category: 1
<b>Grind or patch vertical change of grade</b>	<b>\$330</b>
Notes: Detectable warning surface is not securely adhered to pavement; peeled edge poses a tripping hazard greater than 1/4" vertical.	
ADA: 303.2, 303.3	
Other: -	