



## ALBANY CITY COUNCIL AGENDA

**Monday, November 4, 2024**  
**4:00 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 roll call
2. Business from the public
3. Finance policies – investment, risk management – Jeanna Yeager. [Pages 2-42]  
Information
4. Republic Services rate increase – Julie Jackson. [Pages 43-51]  
Discussion
5. Housing Implementation Plan policy discussion – Beth Frelander. [Pages 52-57]  
Direction
6. Municipal Court judge contract – Jeanna Yeager. [Pages 58-63]  
Information, discussion
7. OpenGov contract amendment – Kim Lyddane. [Pages 64-81]  
Information, discussion
8. Business from the council
9. City manager report
10. Adjournment

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

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

**albanyoregon.gov**





# MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager

 10/31

FROM: Jeanna Yeager, Finance Director

DATE: October 24, 2024, for the November 4, 2024, City Council Work Session.

**SUBJECT:** Investment Policy

## Action Requested:

Discuss the City's Investment Policy. This item will be on the November 6, 2024, agenda for approval.

## Discussion:

The City's current Investment Policy was last reviewed and adopted by the City Council as Resolution No. 7279 on November 8, 2024. The policies are reviewed on an annual basis. This year's review will be conducted at this work session.

Both the current policy and ORS Section 294.135 require the City Council to review the policy on a periodic basis.

Staff has worked closely with the City's Investment Advisor, Government Portfolio Advisors (GP A), to review the current policy and to manage the City's investments consistent with the policy.

Changes recommended by GPA will be incorporated into the Investment Policy.

## Budget Impact:

The Investment Policy sets parameters for the investment of available cash not needed to meet current obligations.

JLY

Attachments: Memo and Investment Policy

# MEMO

To: Jeanna Yeager, Finance Director – City of Albany  
 From: Deanne Woodring and Whitney Maher – GPA  
 Date: September 17, 2024  
 Re: Investment Policy Update 2024

ORS 294.135(a) requires local governments investing in securities with maturities longer than 18 months to annually adopt their investment policies. The City Council is required to adopt the policy annually and it was last adopted in November 2023. The policy is being presented for re-adoption for 2024 to the Council with the following recommended changes:

- 1) Update language regarding fluctuations in aggregate surplus balances to provide additional clarity (section XII.2.d).

**Current:**

Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

**Recommended:**

Due to fluctuations in the aggregate surplus funds balance, maximum *or minimum* percentages for a particular issuer, investment type, *or maturity constraint* may be *surpassed* at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

- 2) Move weighted average maturity from 2.0 years to 2.5 years – this is recommended to align to the current strategy for the portfolio, utilizing the 0-5 year benchmark. Update language in section IX. 2 and Maturity Constraints Table shown below.

**Current:**

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 5.25 years	100%
Maturity Constraints	Maximum of Total Portfolio in Years
Weighted Average Maturity	2 years
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

**Recommended:**

Maturity Constraints	Minimum % of Total Portfolio
Under 30 days	10%
Under 1 year	25%
Under 5.25 years	100%
Maturity Constraints	Maximum of Total Portfolio in Years
Weighted Average Maturity	2.5 years
Security Structure Constraint	Maximum % of Total Portfolio
Callable Agency Securities	25%

# City of Albany Investment Policy



	<p><b>City of Albany</b> Finance Policy Policy #: F-06-08-009 Title: Investment Policy</p>	
---	--	--

# TABLE OF CONTENTS

I. INTRODUCTION.....	3
II. GOVERNING BODY .....	3
III. SCOPE.....	3
IV. OBJECTIVES AND STRATEGY .....	4
1. Safety of Principal	
2. Liquidity	
3. Yield-Return	
V. STANDARDS OF CARE.....	4
1. Delegation of Investment Authority	
2. Prudence	
3. Ethics and Conflict of Interest	
VI. AUTHORIZED FINANCIAL INSTITUTIONS .....	5
1. Broker/Dealer Approval Process	
2. Investment Advisor Process	
3. Financial bank Institutions	
4. Competitive Transactions	
VII. SAFEKEEPING AND CUSTODY, CONTROLS.....	8
1. Safekeeping and Custody Securities	
2. Safekeeping of Funds at Bank Depositories	
3. Accounting Methods	
4. Pooling of Funds	
5. Internal Controls	
VIII. AUTHORIZED AND SUITABLE INVESTMENTS.....	9
1. Authorized Investments	
2. Suitable Investments	
3. Collateralization	
IX. INVESTMENT PARAMETERS .....	11
1. Diversification	
2. Investment Maturity	
3. Prohibited Investments	
X. INVESTMENT OF PROCEEDS FROM DEBT ISSUANCE .....	12
XI. INVESTMENT OF RESERVE OR CAPITAL IMPROVEMENTS .....	13
XII. POLICY COMPLIANCE AND PERFORMANCE EVALUATION .....	13
1. Compliance Report	
2. Compliance Measurement and Adherence	
3. Performance Measurement	
XIII. REPORTING REQUIREMENTS .....	14
XIV. INVESTMENT POLICY ADOPTION BY GOVERNING BOARD.....	14

## **I. INTRODUCTION**

The City of Albany, (hereinafter referred to as "Albany" or "City") was founded in 1848. Albany is the eleventh largest city in the state of Oregon, and is the county seat of Linn County. Albany has a home rule charter and is a Council-Manager form of government where the full time appointed City Manager administers the day-to-day operations and is the chief administrative officer of the City.

The average monthly balance of funds invested in the City's general portfolio and project funds is between \$60,000,000 and \$100,000,000. The highest balances occur when taxes are collected.

## **II. GOVERNING BODY**

It is the policy of the City of Albany that the administration of its funds and the investment of those funds shall be handled with the highest public trust. Investments shall be made in a manner that will assure security of principal. Parameters will be set to limit maturities and increase diversification of the portfolio while meeting the daily cash flow needs of the City and conforming to all applicable state and City requirements governing the investment of public funds. The receipt of a market rate of return will be secondary to safety and liquidity requirements. It is the intent of the City to be in complete compliance with local, state, and federal law. The earnings from investments will be used in a manner that best serves the public trust and interests of the City.

All funds within the scope of this policy are subject to regulations established by the state of Oregon. Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

## **III. SCOPE**

This policy applies to activities of the City of Albany with regard to investing the financial assets of all funds. Funds held by trustees or fiscal agents are excluded from these rules; however, all funds are subject to regulations established by the state of Oregon.

The City commingles its daily cash into one pooled investment fund for investment purposes of efficiency and maximum investment opportunity. The following funds, and any new funds created by the City, unless specifically exempted by the City Council and this policy, are defined in the City's Comprehensive Annual Financial Report:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Enterprise Funds
- Internal Service Funds
- Permanent Funds

These funds will be invested in compliance with the provisions of all applicable Oregon Revised Statutes (ORS). Investments of any tax-exempt borrowing proceeds and any related Debt Service funds will comply with the arbitrage restrictions in all applicable Internal Revenue Codes.

#### **IV. OBJECTIVES AND STRATEGY**

It is the policy of the City that all funds shall be managed and invested with three primary objectives, listed in the following order of priority:

##### **1. Safety of Principal**

- Safety of principal is the foremost objective of the City. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.
- Diversification of the portfolio will include diversification by maturity and market sector and will include the use of multiple broker/dealers for diversification and market coverage.

##### **2. Liquidity**

The City's investment portfolio will remain sufficiently liquid to enable it to meet all operating requirements that might be reasonably anticipated.

##### **3. Yield-Return**

The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints and the cash flow of the portfolio. "Market rate of return" may be defined as the average yield of the current three-month U.S. Treasury bill or any other index that most closely matches the average maturity of the portfolio.

Effective cash management is recognized as essential to good fiscal management. Cash management is defined as the process of managing monies in order to ensure maximum cash availability. The City shall maintain a comprehensive cash management program that includes collection of accounts receivable, prudent investment of its available cash, disbursement of payments in accordance with invoice terms, and the management of banking services.

#### **V. STANDARDS OF CARE**

##### **1. Delegation of Investment Authority**

- a. Investment Officer. The Finance Director, acting on behalf of the City Council, is designated as the Investment Officer of the City and is responsible for investment management decisions and activities. The Finance Director, as the Investment Officer, may further delegate the authority to invest City funds to additional City Finance personnel. The Council is responsible for considering the quality and capability of investment advisors and consultants involved in investment management and procedures. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer and those delegated with investment authority under this policy, when acting in accordance with the written procedures and this policy, and in accord with the

Prudent Person Rule, shall be relieved of personal responsibility and liability in the management of the portfolio.

- b. Investment Advisor. The City may enter into contracts with external investment management firms on a non-discretionary basis.

If an investment advisor is hired, the adviser will serve as a fiduciary for the City and comply with all requirements of this Investment Policy. Exceptions to the Investment Policy must be disclosed and agreed upon in writing by both parties. The Investment Officer remains the person ultimately responsible for the prudent management of the portfolio.

- c. Staff Designation. The Investment Officer shall designate a staff person as a liaison/deputy in the event circumstances require timely action and the Investment Officer is not available.

## **2. Prudence**

The standard of prudence to be used in the investment function shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. This standard states:

*"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived."*

## **3. Ethics and Conflict of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees, officers, and their families shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the City. Officers and employees shall, at all times, comply with the state of Oregon Government Ethics as set forth in ORS 244.

# **VI. AUTHORIZED FINANCIAL INSTITUTIONS**

## **1. Broker/Dealer Approval Process**

The Investment Officer shall maintain a list of all authorized brokers/dealers and financial institutions that are approved for investment purposes or investment dealings. Any firm is eligible to make an application to the City of Albany and upon due consideration and approval will be added to the list. Additions and deletions to the list will be made at the discretion of the Investment Officer.

At the request of the City of Albany, the firms performing investment services shall provide their most recent financial statements or Consolidated Report of Condition for review. Further, there should be in place, proof as to all the necessary credentials and licenses held by employees of the brokers/dealers who will have contact with the City of Albany as specified by, but not necessarily limited to the Financial Industry Regulatory Authority (FINRA), Securities and Exchange Commission



(SEC), etc. The Investment Officer shall conduct an annual evaluation of each firm's credit worthiness to determine if it should remain on the list.

- a. Broker/Dealer firms must meet the following minimum criteria:
  - i. Be registered with the Securities and Exchange Commission (SEC);
  - ii. Be registered with the Financial Industry Regulatory Authority (FINRA).
  - iii. Provide most recent audited financials.
  - iv. Provide FINRA Focus Report filings.
- b. Approved broker/dealer employees who execute transactions with the City must meet the following minimum criteria:
  - i. Be a registered representative with the Financial Industry Regulatory Authority (FINRA);
  - ii. Be licensed by the state of Oregon;
  - iii. Provide certification (in writing) of having read; understood; and agreed to comply with the most current version of this investment policy.

If the City hires an investment advisor to provide investment management services, the Advisor is authorized to transact with its direct dealer relationships on behalf of the City. A list of approved dealers must be submitted to the investment officer prior to transacting business. The investment officer can assign the responsibility of broker/dealer due diligence process to the Advisor, and all licensing information on the counterparties will be maintained by the Advisor and available upon request.

The advisor broker/dealer review should include:

- i. FINRA Certification check
  - Firm Profile
  - Firm History
  - Firm Operations
  - Disclosures of Arbitration Awards, Disciplinary and Regulatory Events
  - State Registration Verification
- ii. Financial review of acceptable FINRA capital requirements or letter of credit for clearing settlements.

The advisors must provide the City with any changes to the list prior to transacting on behalf of the City.

## **2. Investment Advisor**

An Investment Advisor may be selected through a competitive RFP process and must meet the following criteria:

- a. The investment advisor firm must be registered with the Securities and Exchange Commission (SEC) or licensed by the state of Oregon if assets under management are less than \$100 million.
- b. All investment advisor firm representatives conducting investment transactions on behalf of the City must be registered representatives with FINRA.
- c. All investment advisor firm representatives conducting investment transactions on behalf of the City must be licensed by the state of Oregon.

- d. Factors to be considered when hiring an investment advisory firm may include, but are not limited to:
  - i. The firm's major business
  - ii. Ownership and organization of the firm
  - iii. The background and experience of key members of the firm, including the portfolio manager expected to be responsible for the City's account
  - iv. The size of the firm's asset base, and the portion of that base which would be made up by the City's portfolio if the firm were hired
  - v. Management fees
  - vi. Cost analysis of the adviser
  - vii. Performance of the investment advisory firm, net of all fees, versus the Local Government Investment Pool over a given period of time

A periodic (at least annual) review of all investment advisors under contract will be conducted by the Investment Officer to determine their continued eligibility within the portfolio guidelines. The Investment Advisor must notify the City immediately if any of the following issues arise while serving under a City contract:

- a. Pending investigations by securities regulators.
- b. Significant changes in net capital.
- c. Pending customer arbitration cases.
- d. Regulatory enforcement actions.

### **3. Financial Bank Institutions**

All financial banks that provide bank deposits, certificates of deposits or any other deposit of the bank to the City must either be fully covered by the FDIC or the bank must be a participant of the Public Funds Collateralization Program (PFCP). ORS Chapter 295 governs the collateralization of Oregon public funds and provides the statutory requirements for the PFCP. Bank depositories are required to pledge collateral against any public fund deposits in excess of deposit insurance amounts. The PFCP provides additional protection for public funds in the event of a bank loss.

### **4. Competitive Transactions**

The Investment Officer will obtain telephone, faxed or emailed quotes before purchasing or selling an investment. The Investment Officer will select the quote which best satisfies the investment objectives of the investment portfolio within the parameters of this policy. The Investment Officer will maintain a written record of each bidding process including the name and prices offered by each participating financial institution.

In the instance of a security which there is no readily available competitive bid or offering on the same specific issue, the Investment Officer shall document quotations for comparable or alternative securities.

The investment advisor must provide documentation of competitive pricing execution on each transaction. The advisor will retain documentation and provide upon request.

## **VII. SAFEKEEPING AND CUSTODY, CONTROLS**

### **1. Safekeeping and Custody Securities**

The laws of the state and prudent treasury management require that all purchased securities be bought on a delivery versus payment basis and be held in safekeeping by the City, an independent third-party financial institution, or the City's designated depository.

All safekeeping arrangements shall be designated by the Investment Officer and an agreement of the terms executed in writing. The approved broker/dealer or investment advisor shall provide the City with a confirmation ticket listing the specific instrument, issuer, coupon, maturity, CUSIP number, purchase or sale price, transaction date, and other pertinent information. The broker/dealer which executes the transaction on the City's behalf shall deliver all securities on a delivery versus payment method to the designated third party trustee at the direction of the Investment Officer. The City will have online access through the safekeeping bank for verification of the account holdings and transactions.

### **2. Safekeeping of Funds at Bank Depositories**

The City may hold bank deposits or certificates of deposits at banks qualified under ORS 295.

### **3. Accounting Methods**

The City shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including but not necessarily limited to, the Governmental Accounting Standards Board (GASB); the American Institute of Certified Public Accountants (AICPA); and the Financial Accounting Standards Board (FASB).

### **4. Pooling of Funds**

Except for cash in certain restricted and special funds, the City will consolidate balances from all funds to maximize investment opportunities. Investment income will be allocated to the various funds based on their respective participation and in accordance with Generally Accepted Accounting Principles.

### **5. Internal Controls**

The City will maintain a structure of internal controls sufficient to assure the safekeeping and security of all investments. All out of compliance situations under this policy will be corrected and brought into compliance as soon as prudently possible.

The Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program that are consistent with this investment policy. Procedures will include reference to safekeeping, wire transfers, banking services contracts, and other investment-related activities.

The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. No officer or

designee may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer and approved by the Council.

## **VIII. AUTHORIZED AND SUITABLE INVESTMENTS**

### **1. Authorized Investments**

All investments of the City shall be made in accordance with Oregon Revised Statutes: ORS 294.035 (Investment of surplus funds of political subdivisions; approved investments), ORS 294.040 (Restriction on investments under ORS 294.035), ORS 294.052 (Definitions; investment by municipality of proceeds of bonds), ORS 294.135 (Investment maturity dates), ORS 294.145 (Prohibited conduct for custodial officer), ORS 294.805 to 294.895 (Local Government Investment Pool). Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

### **2. Suitable Investments**

The City will diversify investments across maturities, security types and institutions to avoid incurring unreasonable risks. Minimum percentages and credit limits apply at the time of purchase.

The City has further defined the eligible types of securities and transactions as follows:

**U.S. Treasury Obligations:** Direct obligations of the United States Treasury whose payment is guaranteed by the United States.

**U.S. Agency Obligations:** Federal agency and instrumentalities of the United States or enterprises sponsored by the United States Government (GSE) and whose payment is guaranteed by the United States, the agencies and instrumentalities of the United States or enterprises sponsored by the United States Government.

**Municipal Debt:** Lawfully insured debt obligations of the States of Oregon, California, Idaho, and Washington and political subdivisions of those states if the obligations have a long-term rating on the settlement date of AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization, or are rated on the settlement date in the highest category for short-term municipal debt by a nationally recognized statistical rating organization.

**Corporate Indebtedness:** Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)3 of the Securities Act of 1933, as amended. Corporate indebtedness must be rated on the settlement date AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization.

**Commercial Paper:** Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)3 of the Securities Act of 1933, as amended. Commercial Paper must be rated A1 by Standard and Poor's or P1 by Moody's or equivalent rating by any nationally recognized statistical rating organization. Issuer constraints for commercial paper combined with corporate notes will be limited by statute to 5% of market value per issuer.

**Bank Time Deposit/Savings Account:** Time deposit open accounts or savings accounts in insured institutions as defined in ORS Section 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state.

**Certificates of Deposit:** Certificates of deposit in insured institutions as defined in ORS Section 706.008, in credit unions as defined in ORS Section 723.006, or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state.

**Bankers' Acceptance:** A short-term credit investment created by a non-financial firm and guaranteed by a qualified financial institution\* whose short-term letter of credit rating is rated in the highest category without any refinement or gradation by one or more nationally recognized statistical rating organizations.

**Oregon Intermediate Fund:** The Oregon Local Government Intermediate Fund (OLGIF) is a commingled investment pool for local governments offered by Oregon State Treasury due to Legislation HB2140 and pursuant to ORS Chapter 294. OLGIF provides qualified local government participants with a vehicle to invest assets over an intermediate time horizon (three to five years).

**Local Government Investment Pool:** State Treasurer's local short-term investment fund up to the statutory limit per ORS Section 294.810.

\*For the purposes of this paragraph, "qualified financial institution" means: (i) A financial institution that is located and licensed to do banking business in the State of Oregon; or (ii) A financial institution that is wholly owned by a financial holding company or a bank holding company that owns a financial institution that is located and licensed to do banking business in the State of Oregon [ORS Section 294.035(3)(h)].

### **3. Collateralization**

Time deposit open accounts, Certificates of Deposit and savings accounts shall be collateralized through the Public Funds Collateralization Program in accordance with ORS Section 295.018. All depositories must be on the State of Oregon's qualified list. Additional collateral requirements may be required if the Investment Officer deems increased collateral is beneficial to the protection of the monies under the City's management.

## IX. INVESTMENT PARAMETERS

### 1. Diversification

The City will diversify the investment portfolio to avoid incurring unreasonable risks, both credit and interest rate risk, inherent in over investing in specific instruments, individual financial institutions or maturities.

#### DIVERSIFICATION CONSTRAINTS ON TOTAL HOLDINGS: LIQUIDITY AND CORE FUNDS

Issue Type	Maximum % Holdings	Maximum % per Issuer	Ratings S&P, Moody's, or Equivalent NRSRO	Maximum Maturity
US Treasury Obligations	100%	None	N/A	5.25 years
US Agency Obligations	100%	35%	N/A	5.25 years
Municipal Bonds (OR, WA, ID, CA)	25%	5%	AA- / Aa3 Short Term*	5.25 years
Corporate Notes	35%**	5%***	AA- / Aa3	5.25 years
Commercial Paper			A1 / P1	270 days
Bank Time Deposits/Savings	20%	10%	Oregon Public Depository	N/A
Certificates of Deposit	10%	5%	Oregon Public Depository	5.25 years
Banker's Acceptance	10%	5%	A1 / P1	180 days
Oregon Intermediate Fund	10%	None	N/A	N/A
Oregon Short Term Fund	Maximum allowed per ORS 294.810	None	N/A	N/A

\*\*Short Term Ratings: Moody's - P1/MIG1/VMIG1. S&P - A-1/SP-1, Fitch F1

\*\*35% maximum combined corporate and commercial paper per ORS.

\*\*\*Issuer constraints apply to the combined issues in corporate and commercial paper holdings.

### 2. Investment Maturity

The City will not directly invest in securities maturing more than 5.25 years from the date of purchase.

- a. The maximum weighted average maturity of the total portfolio shall not exceed 2.5 years. This maximum is established to limit the portfolio to excessive price change exposure.
- b. Liquidity funds will be held in the State Pool or in money market instruments maturing six months and shorter. The liquidity portfolio shall, at a minimum, represent three months budgeted outflows.
- c. Core funds will be the defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between 1 day and 5.25 years and will be only invested in high quality and liquid securities.

**Total Portfolio Maturity Constraints:**

<b>Maturity Constraints</b>	<b>Minimum % of Total Portfolio</b>
Under 30 days	10%
Under 1 year	25%
Under 5.25 years	100%
<b>Maturity Constraints</b>	<b>Maximum of Total Portfolio in Years</b>
Weighted Average Maturity	2.5 years
<b>Security Structure Constraint</b>	<b>Maximum % of Total Portfolio</b>
Callable Agency Securities	25%

Reserve or Capital Improvement Project monies may be invested in securities exceeding 5.25 years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds

**3. Prohibited Investments**

- **Private Placement or “144A” Securities:** The City shall not invest in “144A” private placement securities, this includes commercial paper privately placed under section 4(a)(2) of the Securities Act of 1933.
- **Securities Lending:** The City shall not lend securities nor directly participate in a securities lending or reverse repurchase program.
- **14 Day Settlement:** The City shall not purchase securities with a delayed settlement in excess of 14 business days per ORS statute.
- **Derivatives or Reverse Repurchase:** The purchase of derivatives and use of reverse repurchase agreements are specifically prohibited by this policy.
- **Mortgage-Backed Securities:** The City shall not purchase mortgage-backed securities.
- **Equity Securities:** The City is not allowed to buy equity securities by statute.

**X. INVESTMENT OF PROCEEDS FROM DEBT ISSUANCE**

Investments of bond proceeds are restricted further and will not include corporate bonds in the dedicated bond proceed portfolio. All other allowable investments including: US Treasury, US Agency and

Commercial Paper may be utilized. The investments will be made in a manner to match cash flow expectations based on managed disbursement schedules.

Liquidity for bond proceeds will be managed through the OSTF Pool or Bank deposit balances.

Funds from bond proceeds and amounts held in a bond payment reserve or proceeds fund may be invested pursuant to ORS 294.052. Investments of bond proceeds are typically not invested for resale and maturity matched with expected outflows.

Information will be maintained for arbitrage rebate calculations.

## **XI. INVESTMENT OF RESERVE OR CAPITAL IMPROVEMENTS**

Pursuant to ORS 294.135(1)(b), reserve or capital Improvement project monies may be invested in securities exceeding 5.25 years when the funds in question are being accumulated for an anticipated use that will occur more than 18 months after the funds are invested, then, upon the approval of the governing body of the county, municipality, school district or other political subdivision, the maturity of the investment or investments made with the funds may occur when the funds are expected to be used.

## **XII. POLICY COMPLIANCE AND PERFORMANCE EVALUATION**

### **1. Compliance Report**

A compliance report shall be maintained quarterly to document the portfolio versus the investment policy.

### **2. Compliance Measurement and Adherence**

- a. Compliance Measurement: Guideline measurements will use market value of investments.
- b. Compliance Procedures: If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
- c. Violations of portfolio guidelines as a result of transactions; actions to bring the portfolio back into compliance and; reasoning for actions taken to bring the portfolio back into compliance shall be documented and reported to the City Council.
- d. **Due** to fluctuations in the aggregate surplus funds balance, maximum or minimum percentages for a particular issuer, investment type, or maturity constraint may be surpassed at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.
- e. As determined on any date that the security is held within the portfolio. If the credit rating of a security is subsequently downgraded below the minimum rating level for a new investment of that security, the Investment Officer shall evaluate the downgrade on a case-by-case basis in order to determine if the security should be held or sold. The Investment Officer will apply the general objectives of Safety, Liquidity, Yield, and Legality to make the decision. If the City has hired the services of an Investment Advisor, the Investment Officer will act on the recommendation of the Advisor.



**3. Performance Measurement**

- a. The City yields will be compared to the OST Pool rates.
- b. The portfolio will be invested into a predetermined structure that will be measured against a selected benchmark portfolio. The structure will be based upon a chosen minimum and maximum effective duration and will have the objective to achieve market rates of returns over long investment horizons. The purpose of the benchmark is to appropriately manage the risk in the portfolio given interest rate cycles. The core portfolio is expected to provide similar returns to the benchmark over interest rate cycles, but may underperform or outperform in certain periods. The portfolio will be positioned to first protect principal and then achieve market rates of return. The benchmark used will be a 0-3 year or 0-5 year standard market index and comparisons will be calculated monthly and reported quarterly.
- c. When comparing the performance of the City's portfolio, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return. This would include any in-house management of the funds, as well as outside management.
- d. Mark to market pricing will be calculated monthly and be provided in a monthly report.

**XIII. REPORTING REQUIREMENTS**

The Investment Officer shall submit quarterly and annual reports to the local governing board containing sufficient information to permit an informed outside reader to evaluate the performance of the investment program. More frequent reports may be provided when market conditions merit or if requested by the governing board.

Minimum quarterly reporting requirements for total portfolio:

- Earnings Yield
- Holdings Report (including mark to market)
- Transactions Report
- Weighted Average Maturity or Duration
- Compliance Report

**XIV. INVESTMENT POLICY ADOPTION BY GOVERNING BOARD**

This investment policy will be formally adopted by the Albany City Council. The policy shall be reviewed on an annual basis by the Investment Officer and the Albany City Council. Material revisions to this policy will require a review by the Oregon Short Term Fund Board, pursuant to ORS.

Supersedes: Res No.7279	Created/Amended by/date: September 20, 2024	Effective Date: November 6, 2024	Reviewed by Council: November 4, 2024
----------------------------	--	-------------------------------------	--



# MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager *PT 10/31*

FROM: Jeanna Yeager, Finance Director

DATE: October 24, 2024, for the November 4, 2024, City Council Work Session.

**SUBJECT:** Risk Management Policy

### Action Requested:

Discuss the City's Risk Management policy. This item will be on the November 6, 2024, city council agenda for approval.

### Discussion:

In May 2024, the City awarded WHA a contract for insurance services. Since then, staff has collaborated closely with WHA to assess current insurance coverages and review the Risk Management Policy. Adjustments to property deductibles have led to savings in the City's premiums.

At this work session, the City Council will review WHA's risk management report and discuss the existing policy.

### Budget Impact:

Costs of insurances are in the adopted budget. The Risk Management Policy sets parameters for managing risks and insurance coverage.


JLY

Attachments: Risk Management Policy  
WHA Council Presentation

# City of Albany

## Risk Management Policy



	<p><b>City of Albany</b> Finance Policy Policy #: F-08-08-007 Title: Risk Management</p>	
---	--	--

## **I. POLICY STATEMENT**

It is the policy of the City of Albany to proactively identify and manage the inherent risks of providing municipal services. Potential losses will be mitigated through employee safety committees, loss prevention programs, property and liability insurances, workers' compensation, and employee health, life, and disability benefits.

## **II. GENERAL RESPONSIBILITIES**

The City Council has the responsibility to set the control environment for the organization based on integrity and ethical values. The internal controls that support the control environment are tested on an annual basis by an independent auditor and reported to the City's Audit Committee.

Each employee of the City is responsible for contributing to a safe environment for all employees and the public. Employees should help identify and correct unsafe conditions and should follow all established safety laws, policies, and practices. In addition, employees have a responsibility to report any instance of fraud, waste, abuse, or unethical behavior to management or to the City Council.

The City Manager and department directors are responsible for protecting the City of Albany's assets by identifying and managing risks. Primary objectives include containing costs, minimizing accidents and injuries to employees and the public, reducing the frequency and severity of property loss, and promoting a healthy employee workforce and working environment.

Department directors are responsible for managing the risks of operations in their respective departments. They ensure that effective safety and loss prevention programs are implemented and oversee the investigation of claims and losses.

Department directors coordinate their efforts with the Finance Manager who acts as the City's Risk Manager. The Risk Manager is responsible for facilitating claims processing and working closely with third party property and liability insurers.

The City Manager may choose to retain professional advisors, consultants, insurers, brokers, and agents of record to assist the City in placing appropriate insurances and developing effective safety and loss prevention programs.

## **III. SPECIFIC RESPONSIBILITIES**

### **1. Human Resources Director.**

- a. Coordinate and promote city-wide employee wellness programs.
- b. Manage the City's worker's compensation and health insurance programs to contain costs and promote safety and wellness for employees and their families.

### **2. Finance Director.**

- a. Recommend appropriate levels of property and general liability insurance to the City Manager and City Council.
- b. Coordinate periodic inventories of all property, buildings, equipment, vehicles, and other capital assets and verify that appropriate insurance is in place.
- c. Maintain policies, bonds, and other legal documentation of insurance.
- d. Provide an annual report to the City Council showing claims experience and the costs of insurance programs.

### **3. Fire Chief.**

- a. Conduct fire and life safety inspections of City facilities on a periodic basis according to the level of risk in each facility.

- b. Verify that all facilities are in compliance with recognized fire code standards for fire and life safety.
  - c. Coordinate and promote city-wide safety awareness.
4. **City Attorney.**
- a. Develop templates of contracts and leases which include language to identify and mitigate liability and other potential losses.
  - b. Notify the City Manager of changes in state statutes and common law that affect municipal liability.
  - c. Assist insurers in the investigation and settlement of claims against the City.
  - d. Review insurance and bond contracts.
5. City Emergency Manager/Safety Officer
- a. Develop, recommend, and implement emergency management programs to ensure effective emergency services.
  - b. Plan, develop, and coordinate mitigations, preparedness, and response and recovery activities.
  - c. Work with private and public sector agencies to obtain a coordinated preparedness and response effort.
  - d. Administer City safety program.

**IV. RETAINING AND TRANSFERING RISK**

1. **Reserve Account.**

A Risk Management Fund will be maintained with a working balance of up to \$2,000,000 for unforeseen catastrophic events and major deductibles. Each department will be responsible for claims and deductibles up to \$10,000 per occurrence resulting from losses in their respective operations.

2. **Insurance Coverages.**

The following minimum policy limits and deductibles will be maintained:

**Property/Boiler & Machinery**

Limit:	Determined each year by the filed value of insured property.	
Deductibles:	Buildings/Contents	\$10,000
	Mobile Equipment	\$5,000
	Boiler & Machinery	\$10,000
	Earthquake	\$25,000
	Limit	\$20,000,000
	Flood	\$25,000
	Limit	\$20,000,000
	Excess Cyber Liability	\$5,000
	Limit	\$1,000,000

**Tort Liability**

Limit:	\$5,000,000
Deductibles:	\$10,000 per occurrence

**Auto Liability**

Limit:	\$5,000,000
Deductibles:	\$10,000 per occurrence

**Auto Physical Damage**

Deductibles: Comprehensive	\$1,000
----------------------------	---------

Collision	\$1,000
<b>Airport Liability</b>	
Limit:	\$5,000,000
<b>Volunteer Accident Policy</b>	
Limit:	\$50,000
<b>Workers Compensation Policy</b>	
Limit:	\$3,000,000 Each Accident \$3,000,000 Disease Aggregate \$3,000,000 Disease Each Employee

**3. Self-Insurance.**

The City shall self-insure to the extent it is more cost effective than commercial insurance and does not present unacceptable financial or other risks to the City.

**V. ALLOCATION OF INSURANCE COSTS**

Departments and programs that have dedicated revenue sources or are independent legal entities will be charged insurance costs specific to the risk exposures of the operations of those departments and programs.

Premiums and related costs for liability insurance, workers' compensation, and property insurance will be allocated to each department based on claims experience and risk exposure. Property insurance costs are allocated according to the specific properties used and operated by each department or program.

**VI. CONFIDENTIALITY OF RECORDS**

All personally identifiable and confidential information will be maintained in compliance with the Identity Theft Protection Policy, Finance Policy Number F-04-08. All employee medical records and long-term disability claims held by the City will be maintained in separate locked files and access will be controlled through the City Manager and Human Resources Departments.

All police reports will be kept confidential unless the Albany Police Department and/or the City Attorney approve release.

**VII. REPORTING PROPERTY/CASUALTY ACCIDENTS AND LOSSES**

1. Accidents and losses must be reported promptly and in accordance with prescribed procedures. The benefits of timely reporting include enhanced citizen confidence, better protection of the City's interests, reduced time lost for employees and equipment, and savings realized through prompt settlements.

Reports of general liability claims and automobile accidents should be immediately reported to the Risk Manager. The following information should be included in every report:

- a. Date, time, and location of accident or event
- b. Description of vehicle, equipment, or property involved
- c. Name(s) of person(s) involved
- d. Name(s) of person(s) injured
- e. Description of any medical attention received

- f. Nature of damage/loss and estimated cost
- g. Description of circumstances; diagram of events if possible
- h. Insurance Policy Numbers, Agents, and/or Agencies
- i. Name(s) and addresses of witnesses
- j. Appropriate signatures
- k. Copy of DMV report, if filed
- l. Copy of police report, if filed

In addition, procedures described in Human Resources Policy HR-SF-02-001 (Property Loss/Damage) must be followed.

2. The Risk Manager will process all accident/loss notices, except workers' compensation, and will notify the appropriate insurance company.
3. The Human Resources Department will file workers' compensation accident reports with the appropriate insurance company. Workers' compensation incidents will be processed in accordance with Human Resources Policy HR-SF-03-001 (Reporting On-the-Job Injuries).
4. Accidents of a serious nature and those occurring on weekends or holidays should be called in to the appropriate supervisor and followed up with the proper accident forms and information. The Risk Manager should be notified of the accident on the first day back to work.
5. As required by law, on-the-job injuries to employees that result in overnight hospitalization for treatment (not just observation), must be reported to OR-OSHA within twenty-four (24) hours of the injury. An on-the-job accident that results in the hospitalization of three or more employees, or in a fatality, must be reported to OR-OSHA within eight (8) hours of the accident. In either of these situations, the Human Resources Generalist or Human Resources Director should be notified immediately so they may make notification to OR-OSHA.

#### **VIII. REPORTS TO BE FILED**

1. All Property/Casualty claims reports will be filed with the Risk Manager.
2. Minutes of City Council meetings, safety meetings, and all other City committee meetings in which Risk Management policy or procedure decisions are made will be filed as appropriate.
3. Inspection reports when the building inspector or Fire Department inspects City premises will be filed with the Risk Manager or the Fire Department.
4. Long-term disability and life insurance claims and workers' compensation claims and reports will be filed with the Human Resources Department.

#### **IX. RISK MANAGER RECORDS**

The Risk Manager shall keep the following records:

1. An inventory of current locations, descriptions, and insurable values of all property/vehicles owned or leased by the City.
2. An insurance register, outlining all coverages in force and including premiums, policy numbers, servicing agents, terms of coverage, and expiration dates.

3. Premium payment and allocation records.
4. Claims filed and pending.
5. Loss records subdivided into property, liability, and other liability claims paid by the insurer under existing insurance policies.
6. Claim recoveries received from third parties who have damaged City property or who are reimbursing City wages paid.

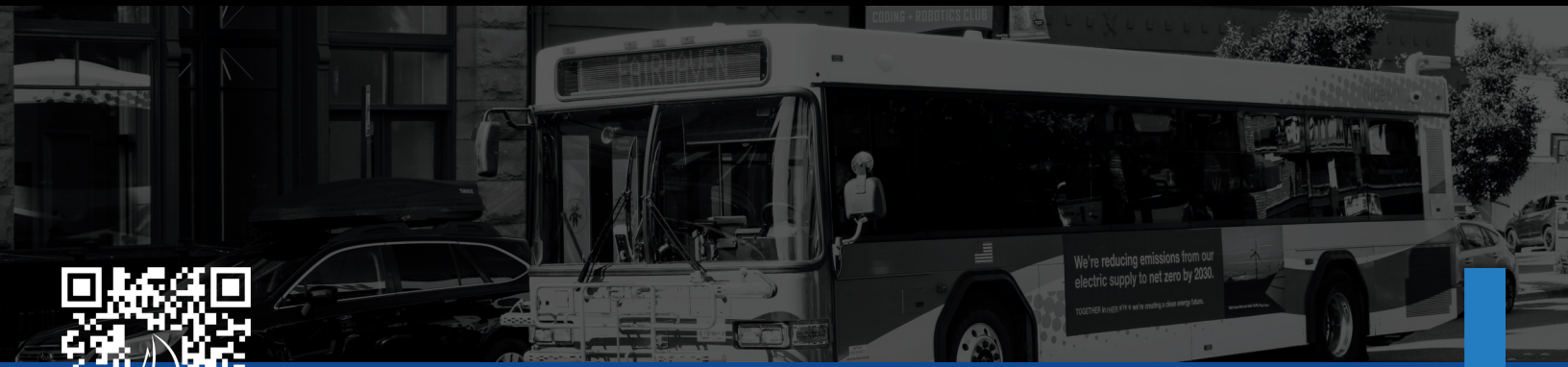
Supersedes: Res No. 7278	Created/Amended by/date: October 25, 2024	Effective Date: November 6, 2024	Reviewed by Council: November 4, 2024
-----------------------------	--	-------------------------------------	--





# City Council Report

**City of Albany**  
**PO Box 490**  
**Albany, OR 97321**



Your trusted insurance and risk management advisor



## Summary

Effective July 1, 2024, WHA Insurance and Risk Management Services (WHA) become the agent of record for the City of Albany after completing the RFP process. WHA has placed the City of Albany's Property/Casualty, Liability (including auto), Excess Public Entity Liability, Excess Crime Coverage, Excess Cyber Security, Airport Owners and Operators Liability, and Workers' Compensation coverages. Please see attachment A for the declarations page for each line of coverage. Your agent of record is Lorin Williams for all lines except Workers' Compensation, where Jennifer King is your agent of record.

## WHA Insurance and Risk Management Services

WHA has been serving public sector clients for over 40 years and we consistently maintain a loss ratio of under 25%, where the typical loss ratio is 45% or higher in the public entity space. Our loss ratio extends to better rates for our public entity clients. To meet this loss ratio, we need to have an aggressive risk management, which is why we have built the strongest public entity risk management team in the Pacific Northwest. As your agent of record our services are at your disposal.

In addition to our risk management services, we also have a large inventory of tools and equipment to assist the city in claim mitigation, please see below for a partial list.

- Air quality monitoring equipment
- Anemometer to measure wind speed and direction
- Dosimeter to measure sound
- Drones to inspect roofs and large areas quickly
- Endoscope to inspect confined spaces or piping
- GFCI Receptacle Tester to verify property operation and grounding
- Impact tester to measure fall surfaces at playgrounds
- Moisture tester to measure for mold or water damage
- GIS mapping and evaluation analysis
- Online services through Zywave and Succeed



# Service Team



**LORIN WILLIAMS**  
PROPERTY & CASUALTY EXECUTIVE  
lwilliams@whainsurance.com  
Direct (541) 284-5140



**JENNIFER KING**  
WORKERS COMPENSATION EXECUTIVE  
jking@whainsurance.com  
Direct (541) 284-5835



**DAVE NELSON**  
RISK MANAGER  
dnelson@whainsurance.com  
Direct (541) 284-5133



**DAVE PICKHARDT**  
RISK MANAGER  
dpickhardt@whainsurance.com  
Direct (541) 342-4441



**NATE CORTEZ**  
RISK MANAGER  
ncortez@whainsurance.com  
Direct (541) 284-5856



**JEALICA BOMBERGER**  
P&C ACCOUNT  
MANAGER  
jbomberger@whainsurance.com  
Direct (541) 284-5147



**CHRISTIE MONTERO**  
WC ACCOUNT MANAGER  
cmontero@whainsurance.com  
Direct (541) 284-5855



**LEEANN MILES**  
WC ACCOUNT CSR  
lmiles@whainsurance.com  
Direct (541) 632-8027



**ERICA ARMSTRONG**  
WC CLAIM SPECIALIST  
earmstrong@whainsurance.com  
Direct (541) 284-5146



**STEPHANI KUNCE**  
P&C CLAIM SPECIALIST  
skunce@whainsurance.com  
Direct (541) 284-5137

In the RFP process, WHA outlined a transitional plan that we would implement as the new agent of record. Below is the plan as submitted in the RFP.

**Within 7 Days:**

- Meet with City staff to determine service and communication protocols and delivery
- Review all City policies and make suggestions as appropriate
- Review past 5 years of all claims, as well as all current open claims
- Analyze current retention levels and learn City's Risk Appetite to determine areas where transfer of risk is possible

**Within 14 Days:**

- Develop annual insurance summary for all lines, with details on each specific coverage
- Provide City a Transitional Action Plan listing services to be provided, which party responsible and date task is to be completed by. (Annually review with City to ensure all promises met.)

**On-Going/As – Needed:**

- Attend Safety Committee or other City meetings
- Assist and advocate on City's behalf for all claims, including third party
- Be on-site to assist City staff for any emergency
- Market carriers for most ideal coverages with lowest premiums.
- Provide insurance certificates, as required
- Deliver trainings to staff
- Consult on all insurance and risk management matters
- Contract review
- Review/Analyze/Recommend policy terms
- Advise on insurance and risk management trends
- Provide loss control services
- Visually inspect City property from an OSHA, Workers' Compensation and general safety point-of-view and provided detailed report, with photographs to the City.

We are happy to report that we, in cooperation with city staff, have completed the items outlined in the first seven and 14 days. In addition, we would like to highlight some of the on-going work we have done with your staff.

- Attended the appraisal process. CIS, your property carrier, conducts appraisals of property every three to five years. We were present during the appraisal process where we were able to determine a few pieces of property that were not on the previous schedule. We have since added these properties to the schedule.
- Conducted onsite inspections of the "Cool Pool" and the "Albany Community Pool". Two of our risk managers conducted onsite inspections of these two pools with city staff and provided a report with recommendations.

- We have attended the Executive Safety Committee meeting to introduce ourselves and to start the planning process for training for each department within the city.
- We have reviewed and provided recommendations for coverage and risk management for the Hydropower plant.
- WC CorVel & SAIF Claims Review with HR Team. We have conducted strategic meetings with CorVel to address legacy claims and establish an action plan for their closure.
- WC Policy Performance Dashboard and Policy Trend Analysis to the HR and Risk Management teams, providing a summary of year-to-date loss ratios, claim frequency, total loss claims, and claims demographics.

**Conclusion:**

Again, we would like to thank the City of Albany for selecting WHA as your agent of record and we look forward to working with the city for the next several years as we view ourselves as an extension of your city.

We feel this is going to be a wonderful partnership!

Lorin Williams  
Property & Casualty Executive

Jennifer King  
Workers' Compensation Executive

Dave Nelson  
Risk Manager

# CIS Public Entity Liability Coverage Declarations



citycounty insurance services  
cisoregon.org

Certificate of Membership Number: 24LALB Coverage Period: 7/1/2024 to 7/1/2025

**Named Member**  
City of Albany  
PO Box 490  
Albany, OR 97321

**Agent of Record**  
Wilson Heirgood Associates  
2930 Chad Drive  
Eugene, OR 974087382

Coverage*	Per Occurrence	Annual Aggregate	Per Occurrence Deductible / SIR*	Agg/Retro Deductible
Public Entity Liability Coverage (Including Auto Liability) as described in CIS General & Auto Liability Coverage Agreement	\$200,000	\$600,000	\$10,000	None

Forms Applicable: CIS General & Auto Liability Coverage Agreement - CIS GL/AL (7/1/2024)

Coverage*	Per Occurrence	Annual Aggregate		
Excess Public Entity Liability Coverage as described in the CIS Excess Liability Coverage Agreement (limits shown are excess of primary coverage limits)	\$4,800,000	\$14,400,000		

Forms Applicable: CIS Excess Liability Coverage Agreement - CIS XS/GL (7/1/2024)

Coverage*	Per Occurrence	Annual Aggregate		
Additional layer of Excess Liability (General and Auto Liability)	Not Purchased	Not Purchased		

\*Refer to the CIS General & Auto Liability Coverage Agreement and CIS Excess Liability Coverage Agreement and endorsements (if any) for detailed coverages, special deductibles, limits, sublimits, exclusions, and conditions that may apply.

Excess Liability Coverage does not provide Uninsured Motorist coverage.

Coverage	Contribution
General Liability	\$737,745.59
Auto Liability	\$143,770.84
Excess Liability	\$0.00
<b>Liability Total</b>	<b>\$881,516.44</b>

  
Patrick Priest  
Executive Director, CIS Trust

# Auto Physical Damage Coverage Declarations



citycounty insurance services  
cisoregon.org

Certificate of Membership Number: 24APDALB Coverage Period: 7/1/2024 to 7/1/2025

**Named Member**  
City of Albany  
PO Box 490  
Albany, OR 97321

**Agent of Record**  
Wilson Heirgood Associates  
2930 Chad Drive  
Eugene, OR 974087382

Autos Covered*	Coverage Limit	Comprehensive Deductible	Collision Deductible	Contribution
Scheduled Autos	Per Schedule**	Per Schedule**	Per Schedule**	\$141,903.61
Rented or Leased Autos (60 days or less)	ACV Not to Exceed \$100,000	\$100	\$500	Included
Newly Acquired Autos	Included	\$100	\$500	Included

\*This represents only a brief summary of coverages. Please refer to CIS Auto Physical Damage Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

**Total Contribution:**

\$141,903.61

**Forms Applicable:**

CIS Auto Physical Damage Coverage Agreement - CIS APD (7/1/2024)

\*\*Current CIS Auto Schedule

Patrick Priest  
Executive Director, CIS Trust



# Property Coverage Declarations

Certificate of Membership Number: 24PALB Coverage Period: 7/1/2024 to 7/1/2025

**Named Member**  
City of Albany  
PO Box 490  
Albany, OR 97321

**Agent of Record**  
Wilson Heirgood Associates  
2930 Chad Drive  
Eugene, OR 974087382

**Coverage Limits (Per Occurrence):\***

Building and Contents and PIO	Per current CIS Property Schedule
Mobile Equipment	Per current CIS Mobile Equipment Schedule
Earthquake	\$5,000,000
Excess Earthquake - Coverage applies only if coverage limit is shown.	\$5,000,000
Flood	\$5,000,000
Excess Flood - Coverage applies only if coverage limit is shown.	\$5,000,000
Combined Loss of Revenue and Rental Value	\$1,000,000
Combined Extra Expense and Rental Expense	\$1,000,000
Property in Transit	\$1,000,000
Hired, Rented or Borrowed Equipment	\$150,000
Restoration/Reproduction of Books, Records, etc.	\$100,000
Electronic Data Restoration/Reproduction	\$250,000
Pollution Cleanup	\$25,000
Crime Coverage	\$50,000
Police Dogs (if scheduled)	\$20,000
Off Premises Service Interruption	\$100,000
Miscellaneous Coverage	\$50,000
Personal Property at Unscheduled Locations	\$15,000
Personal Property of Employees or Volunteers	\$15,000
Unscheduled Fine Arts	\$100,000
Temporary Emergency Shelter Restoration	\$50,000
<b>Difference In Conditions - Earthquake &amp; Flood (if any):</b>	<b>\$10,000,000</b>
<b>Extra Items (if any):</b>	

**\*This represents only a brief summary of coverages. Please refer to CIS Property Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.**

**Locations Covered:** Per current CIS Property Schedule.

**Perils Covered:** Risks of Direct Physical Loss subject to the terms, conditions and exclusions contained in the coverage forms listed below under Forms Applicable.

**Deductibles:** \$10,000 Per occurrence except as noted and as follows (if any).  
\$5,000 Per occurrence on scheduled mobile equipment items.  
Earthquake and Flood: Special deductibles and restrictions per Section 2 of the CIS Property Coverage Agreement.

**Total Contribution:** \$413,491.11 (Property) \$15,000.00 (Excess Earthquake)  
\$2,500.00 (Excess) \$65,100.00 (Difference In Conditions)  
Flood)

**Forms Applicable:** CIS Property Coverage Agreement - CIS PR (7/1/2024)

Patrick Priest  
Executive Director, CIS Trust



# Equipment Breakdown Coverage Declarations



citycounty insurance services  
cisoregon.org

Certificate of Membership Number: 24BALB

Coverage Period: 7/1/2024 to 7/1/2025

**Named Member**  
City of Albany  
PO Box 490  
Albany, OR 97321

**Agent of Record**  
Wilson Heirgood Associates  
2930 Chad Drive  
Eugene, OR 974087382

**Coverage Limits:\***

Property Damage	Per current CIS Property Schedule or \$100,000,000, whichever is less.
Rental Value/Rental Expense	Included in Property Damage
Extra Expense	Included in Property Damage
Service Interruption	Included in Property Damage
Drying out following a flood	Included in Property Damage
Course of Construction	Included in Property Damage
Computer Equipment	Included in Property Damage
Portable Equipment	Included in Property Damage
CFC Refrigerants	Included in Property Damage
Hazardous Substance	\$2,000,000
Data Restoration	\$250,000
Perishable Goods	\$2,000,000
Expediting Expense	\$2,000,000
Demolition	\$2,000,000
Ordinance or Law	\$2,000,000
Off Premises Property Damage	\$250,000
Contingent Rental Value/Rental Expense	\$250,000
Newly Acquired Locations	\$1,000,000 / 365 Days Max
Extended Period of Restoration	30 Days

**\*This represents only a brief summary of coverages. Please refer to CIS Equipment Breakdown Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.**

**Locations Covered:** Per current CIS Property Schedule.  
**Deductible:** \$10,000 All Coverages: 24 hour waiting period applies for service interruption.  
**Contribution:** Included  
**Forms Applicable:** CIS Equipment Breakdown Coverage Agreement - CIS BM (7/1/2024)

  
 Patrick Priest  
 Executive Director, CIS Trust

# Excess Crime Coverage Declarations



citycounty insurance services  
cisoregon.org

Certificate of Membership Number: 24ECALB

Coverage Period: 7/1/2024 to 7/1/2025

**Named Member**  
City of Albany  
PO Box 490  
Albany, OR 97321

**Agent of Record**  
Wilson Heirgood Associates  
2930 Chad Drive  
Eugene, OR 974087382

**Excess Crime Coverage**

**Coverage Limits excess of \$50,000 crime coverage provided under the CIS Property Coverage Agreement:\***

Employee Theft - Per Loss Coverage	\$1,000,000
Forgery or Alteration	Included
Inside Premises - Theft of Money & Securities	Included
Inside Premises - Robbery, Safe Burglary - Other	Included
Outside Premises	Included
Computer Fraud	Included
Money Orders and Counterfeit Paper Currency	Included
Funds Transfer Fraud	Included
Impersonation Fraud Coverage	Maximum recovery** \$250,000

\*\*Recovery subject to lower limit purchased by member if under \$250,000

**Additional Coverages:**

Faithful Performance of Duty	Included
------------------------------	----------

**\*This represents only a brief summary of coverages. Please refer to the Excess Crime Policy for detailed coverages, exclusions, and conditions that may apply.**

**Locations Covered:** Per current CIS Property Schedule.  
**Contribution:** \$2,958.00  
**Forms Applicable:** National Union Fire Insurance/Excess Crime Policy

Patrick Priest  
Executive Director, CIS Trust

# Cyber Security Coverage Declarations



citycounty insurance services  
cisoregon.org

Certificate of Membership Number: 24CYBALB

Coverage Period: 7/1/2024 to 7/1/2025

**Named Member**  
City of Albany  
PO Box 490  
Albany, OR 97321

**Agent of Record**  
Wilson Heirgood Associates  
2930 Chad Drive  
Eugene, OR 974087382

## Cyber Security Coverage

**Pool-wide aggregate limit per coverage year, \$5,000,000.**

Total Coverage Limit*	\$1,250,000
Tier 1 Coverage Limit	\$50,000
Tier 2 Coverage Limit	\$200,000
Tier 3 (Excess) Coverage Limit	\$1,000,000
Notification Costs	Included
Third Party Liability	Included
Penalties	Included
Extortion	Included
Breach Coaching	Included
Public Relations Consulting	Included
Credit Monitoring	Included
Impersonation Fraud Coverage	Included

\*This represents only a brief summary of coverages. Please refer to the CIS Cyber Security Coverage Agreement for detailed coverages, exclusions, and conditions that may apply.

<b>Deductible:</b>	\$5,000
<b>Contribution:</b>	Tier 1: \$7,500.00
	Tier 2: \$3,000.00
	Tier 3 (Excess): \$21,525.00
	<b>Total: \$32,025.00</b>

**Forms Applicable:** CIS Cyber Security Coverage Agreement - CIS CYBER (7/1/2024)

Patrick Priest  
Executive Director, CIS Trust

**Information Page**

**Policy no:** 100034322  
**Employer identification no:** 93-6002114  
**NCCI Risk ID no:** 361416201

**Item 1. The Insured:**

City of Albany

**Entity Type:**

Political Subdivision: City

**Mailing address:**

CITY OF ALBANY  
PO BOX 490  
ALBANY, OR 97321-0144

**Agent:**

JENNIFER KING  
WHA INSURANCE AGENCY INC  
2930 CHAD DR  
EUGENE, OR 97408

**Other workplaces not shown above:**

333 Broadalbin St SW  
Albany, OR 97321-2247

705 Railroad St SE  
Albany, OR 97321

310 Waverly Dr NE  
Albany, OR 97321-4746

Fire Station 15  
3360 Conser Rd NE  
Albany, OR 97321-7325

Fire Medic 71  
32053 Birdfoot Dr  
Albany, OR 97321

Public Works Transport  
112 10th Ave SW  
Albany, OR 97321

Public Works AM Waste Water Treatment Plt  
33883 Berry Dr NW  
Albany, OR 97322

Public Works Water Reclamation  
405 Davidson St NE  
Albany, OR 97321-4714

Parks & Rec Park Maintenance  
3650 Dogwood Ave SE  
Albany, OR 97322

Parks & Rec Build Maintenance  
475 Aviation Way SE  
Albany, OR 97322

Parks & Rec Senior Center  
489 Water Ave SW  
Albany, OR 97321

Parks & Rec Maple Lawn  
1950 Salem Ave NW  
Albany, OR 97321

Library Carnegie

302 Ferry St NW  
Albany, OR 97321

2450 14th Ave SE  
Albany, OR 97322-6880

2600 Pacific Blvd SW  
Albany, OR 97321-7730

611 Lyon St SE  
Albany, OR 97321-2920

120 34th Ave SE  
Albany, OR 97322-3824

1980 Three Lakes Rd SE  
Albany, OR 97322

2850 NW Gibson Hill Rd  
Albany, OR 97321-1150

2650 Dogwood Ave SE  
Albany, OR 97322

2150 36th Ave SE  
Albany, OR 97322-6115

Item 2. **The policy period** is from 07/01/2024, 12:01 A.M. to 07/01/2025, 12:01 A.M. at the insured's mailing address.

Item 3. **A. Workers Compensation Insurance: Part One** of the policy applies to the Workers Compensation Law of the states listed here: OREGON.

**B. Employers Liability Insurance: Part Two** of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident \$3,000,000 each accident  
Bodily Injury by Disease \$3,000,000 each employee  
Bodily Injury by Disease \$3,000,000 policy limit

**C. Other States Insurance: Part Three** of the policy applies to the states, if any, listed here:  
NONE

**D. This policy includes these endorsements and schedules:**

WC360304	Oregon Amendatory Endorsement
WC990616	Confidentiality Endorsement
WC990401C	Premium Payment Rating Plan Endorsement
WC000414A	90-Day Reporting Requirement-Notification of Change in Ownership Endorsement
WC890406	Policy Information Page Endorsement
WC360402	Oregon Contracting Classification Premium Adjustment Endorsement
WC360601E	Oregon Cancellation Endorsement
WC000310	Sole Proprietors, Partners, Officers and Others Coverage Endorsement
WC000310	Sole Proprietors, Partners, Officers and Others Coverage Endorsement
WC000424	Audit Noncompliance Charge Endorsement
WC000421F	Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement
WC000422C	Terrorism Risk Insurance Program Reauthorization Act Disclosure endorsement.
WC000406A	Premium Discount Endorsement
WC000419A	Part Five - Premium Amendatory Endorsement

WC360406	Premium Due Date Endorsement
WC000201B	Maritime Coverage Endorsement
WC990203	Voluntary Compensation Maritime Coverage Endorsement

- Item 4. **The premium** for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. The experience rating modification factor and other rating plan factors, if any, may change on your rating effective date of 7/1/2025. All information required below is subject to verification and change by audit.

**Rating period: 07/01/2024 to 07/01/2025**  
**Location 1: 333 Broadalbin St SW, Albany, OR**

Classification description	Class	Subject payroll	Rate	Premium
Street/Rd Const-Fnl	5506	\$524,000.00	4.48	\$23,475.20
Grad/Pve/Rep/Dr				
Vessels-NOC-State Act	7024	\$10,000.00	3.16	\$316.00
Bus Co-All Emp/Dr-Other Than Garage	7382	\$1,210,000.00	3.33	\$40,293.00
Waterworks Operation-Dr	7520	\$2,100,000.00	2.1	\$44,100.00
Sewage Disposal Plant Oper-Dr	7580	\$2,130,000.00	2.04	\$43,452.00
Firefighters And Drivers	7710	\$9,700,000.00	4.5	\$436,500.00
Police Officers & Dr	7720	\$7,865,000.00	2.76	\$217,074.00
Vol Community Service	7720	\$10,000.00	2.76	\$276.00
Vol Plcmn @ 1200/Mo Ea	8411	\$0.00	1.27	\$0.00
Public Relations/Sales/Promotion	8742	\$375,000.00	0.19	\$712.50
Vol Board Members	8742	\$53,000.00	0.19	\$100.70
Office Clerical	8810	\$9,630,000.00	0.08	\$7,704.00
Court Reporters & Clerical-Dr	8820	\$420,000.00	0.08	\$336.00
Dog Pounds-Incl Dog Catcher/Dr	8831	\$0.00	0.98	\$0.00
Buildings-Operation By Owner Or Lessee & Drivers	9015	\$380,000.00	2.59	\$9,842.00
Senior Centr-Al Emp-CI/Dr-No Aaa	9061	\$111,000.00	1.0	\$1,110.00
Park NOC-All Employees & Dr	9102	\$902,000.00	2.93	\$26,428.60
Municipal/Twn/Cnty/State Emp-NOC	9410	\$2,745,400.00	1.29	\$35,415.66
<b>Total manual premium</b>		<b>\$38,165,400.00</b>		<b>\$887,135.66</b>

Description	Basis	Factor	Premium
EL Increased Limits premium (Admiralty)	\$316.00	1.7	\$221.20
EL Increased Limits premium (Part II)	\$887,135.66	1.009	\$7,984.22
<b>Total subject premium</b>			<b>\$895,341.08</b>

Description	Basis	Factor	Premium
Experience Rating	\$895,341.08	0.98	-\$17,906.82
<b>Total modified premium</b>			<b>\$877,434.26</b>

Description	Basis	Factor	Premium
Pre-pay credit	\$877,434.26	0.97	-\$26,323.03
<b>Total standard premium</b>			<b>\$851,111.23</b>

Description	Basis	Factor	Premium
Oregon Total Premium			\$851,111.23
Premium Discount	\$851,111.23	0.1774	-\$151,025.02
Terrorism Premium	\$38,165,400.00	0.005	\$1,908.27
Catastrophe Premium	\$38,165,400.00	0.01	\$3,816.54
DCBS Assessment	\$699,167.14	1.098	\$68,518.38
<b>Total premium and assessment</b>			<b>\$774,329.40</b>

**Policy Minimum Premium: \$500**

**Part Two Coverage Increased Limits Minimum Premium: \$160**

**Maritime Coverage Minimum Premium: \$150**

Your policy premium is based on your current estimated premium and may be prorated for policies in effect for less than a full year or adjusted based on actual payroll by classification.

Terrorism Premium is in addition to Policy Minimum Premium.

Catastrophe Premium is in addition to Policy Minimum Premium.

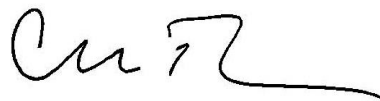
DCBS Premium Assessment excludes Part Two Coverage.

**Payroll Reporting Frequency: Annual**

**Policyholder Option to Reimburse SAIF Corporation for Medical Expenses (Nondisabling Claims Reimbursement Program):** This policyholder has chosen to enroll in the Nondisabling Claims Reimbursement program with Annual claim evaluation.

This information page is part of your policy.

Countersigned on July 03, 2024 at Salem, Oregon



Chip Terhune  
President and Chief Executive Officer

WC000001A



# Mission Statement

Our mission is to always act in the best interest of our clients as their trusted insurance and risk management advisor.

## Values

### **Professionalism**

To consistently display integrity, expertise, and respectful collaboration.

### **Generosity**

To give, share, and support others.

### **Integrity**

To commit to being respectful, honest, and making ethical choices.

### **Diversity**

To understand and support each team member's unique background and strengths.

### **Passion**

To fuel purpose and ignite meaningful actions.

### **Active Learning**

To build knowledge and enhance critical thinking.

## Vision

### **Our Clients**

To provide an exceptional client experience with passion, professionalism, and care.

### **Our Providers**

To develop the highest level of trust with our providers through effective collaboration.

### **Our Industry**

To be recognized as innovative industry leaders in insurance and risk management services.

### **Our Team**

To foster a culture that supports each team member's personal and professional aspirations.





## Contact Us

**Eugene Office**  
2930 Chad Drive  
Eugene, OR 97408

**Wilsonville Office**  
29100 SW Town Center Loop  
W Suite 160  
Wilsonville, OR 97070

Phone: (800) 852-6140  
Email: [info@whainsurance.com](mailto:info@whainsurance.com)  
Web: [www.whainsurance.com](http://www.whainsurance.com)

## Mission Statement

Our mission is to always act in the best interest of our clients as their trusted insurance and risk management advisor.



© WHA Insurance 2024. The material in this publication is the property of WHA Insurance unless otherwise noted and may not be reproduced without its written consent by any person other than a current insured of WHA Insurance for business purposes. Insured should attribute use as follows: "© WHA Insurance 2024. Used with permission by WHA Insurance."

This material is intended to be a broad overview of the subject matter and is provided for informational purposes only. WHA Insurance does not provide legal advice to its insureds, nor does it advise insureds on employment related issues. Therefore, the subject matter is not intended to serve as legal or employment advice for any issue(s) that may arise in the operations of its insureds. Legal advice should always be sought from the insured's legal counsel. WHA Insurance shall have neither liability nor responsibility to any person or entity with respect to any loss, action, or inaction alleged to be caused directly or indirectly as a result of the information contained herein.



## Sustainability in Action

October 1, 2024

Mayor Johnson  
Albany City Council  
City Staff

Dear Mayor Johnson, City Council and Staff,

Republic Services is proud to serve the City of Albany as your waste hauler. Along with our day-to-day work in Albany, we have been involved in some exciting things over the past year:

- As you may be aware, there has been a flurry of activity surrounding recycling in Oregon that will result in innovative changes in 2025. You have heard us talk about the Oregon Recycling Modernization Act for several years. It will come to fruition on July 1, 2025. Republic Services worked with the City of Albany, City of Corvallis, Linn County and many other communities in 2024 to assist in two surveys from DEQ and their Producer Responsibility contractor, Circular Action Alliance, who will operate the new program. Watch for more news about changes to recycling in 2025.
- We donated more than \$60,000 in cash and in-kind donations in the Albany and Linn County area.
- We continue to support fleet electrification as a method to reduce Green House Gases, with several trucks arriving in Salem, Bend and the Portland area soon.

In this packet you will find information about the Refuse Rate Index for 2025. The index of 3.2% for residential service is due to a combination of CPI and the increased cost of operations and disposal at Coffin Butte Landfill and Pacific Region Compost and equates to an average increase of \$.95 per customer.

We look forward to your comments,

Bret Davis  
General Manager  
[Bret.davis@republicservices.com](mailto:Bret.davis@republicservices.com)

Julie Jackson  
Municipal Manager  
[jjackson6@republicservices.com](mailto:jjackson6@republicservices.com)

## Republic Services - City of Albany RRI

	Index: June 30, 2023	Index: June 30, 2024	% Change	Weight	Refuse Index
CPI - West Size Class B/C All Urban Consumers	187.354	193.555	3.3%	65%	2.2%
CPI - West Coast Ultra Low Sulfur Diesel	4.415	4.42	0.1%	10%	0.0%
Coffin Butte Disposal Rate (4.0% cap)	\$ 56.00	\$ 58.25	4.0%	25%	1.0%
Rate Adjustment %					3.2%
					100.0%
Adjustment Factor					103.2%



# Plastic Pollution and Recycling Modernization Act

The Plastic Pollution and Recycling Modernization Act updates Oregon’s recycling system by building on local community programs and leveraging the resources of producers to create an innovative system that works for everyone. The law requires packaging producers to share responsibility for effective management of their products after use. **The new law goes into effect January 1, 2022 and program changes will start in July 2025.**

## KEY BENEFITS



**Shares and scales responsibility across the recycling system.** Producers will be brought into the recycling system to fund improvements and expand recycling services. Cost to producers will be based on what materials they use and how much they sell into Oregon.



**Creates one statewide list of what can be recycled.** The uniform collection list will provide clarity to households and businesses about what can be recycled, and create efficiencies in recycling operations across the state.



**Increases access to recycling.** The new law will provide recycling services to people who didn't previously have it, such as those who live in apartments and rural areas.



**Incentivizes sustainable products.** Producer fees will be higher for non-recyclable products and those creating more environmental pollution.



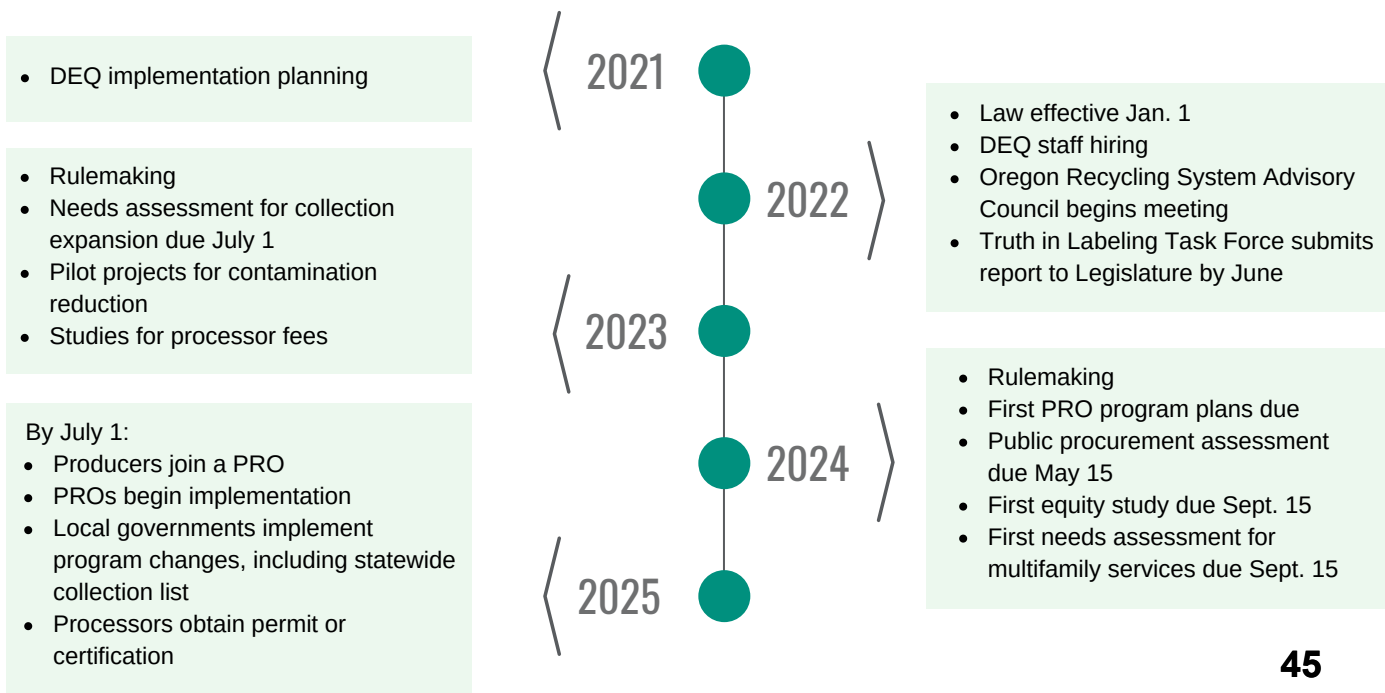
**Prevents plastic pollution.** Ensures collected materials are recycled responsibly and keeps plastic and other trash out of our waterways and communities — both domestically and overseas.



**Creates accountability to outcomes.** DEQ will permit and audit recycling processors, and a Governor-appointed advisory council will review producer program plans, the statewide collection list and educational resources.

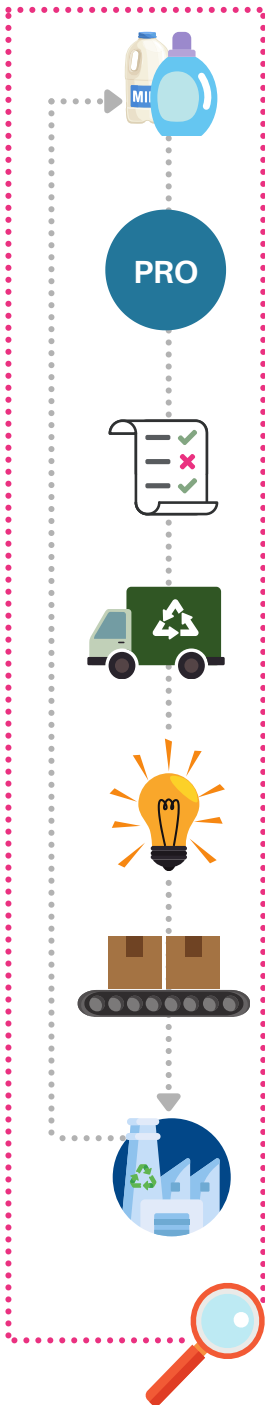
## WHAT'S NEXT?

Below are key dates through 2025. Stakeholder engagement, project planning and research extend throughout implementation.



# How the Recycling Modernization Act Works

The Recycling Modernization Act requires producers of packaging, paper products and food serviceware to share responsibility for effective management of their products after use. These producers will finance improvements to the recycling system and perform specific functions to make Oregon's recycling programs convenient, accessible and responsible. Local governments will maintain their role overseeing collection and education in their communities.



**PRODUCERS** will join and pay a membership fee to a nonprofit Producer Responsibility Organization (PRO) that will fund improvements and ensure that collected recyclables go to responsible end markets. Producers will also be required to meet new recycling goals for plastic packaging and food serviceware.

**PRODUCER RESPONSIBILITY ORGANIZATIONS** will collect producer membership fees and use them to ensure improved and expanded recycling services. Most collection will continue to be overseen by local governments, but PROs will provide services for certain hard-to-recycle materials. PROs will also fund waste prevention grants, and several studies to assess challenges and recommend improvements to improve multifamily recycling conditions, equity in the recycling system, and litter and marine debris.

**ONE COLLECTION LIST** will allow individuals and businesses to recycle the same items across the state, at home and at work. PRO funding will enable collection of the same items regardless of location or distance from recycling markets.

**RECYCLING SERVICES** will be expanded under the direction of local governments, with support from the PROs, especially for rural communities and people living in apartments. The same private collection companies will continue to provide recycling services.

**EDUCATION** about how to recycle will continue to be offered by local governments, along with new programs to reduce contamination (trash) in our recyclables. PROs will create accessible educational resources that local governments can use and that meet the needs of diverse communities.

**PROCESSING** of recyclables will be done in facilities that meet new performance standards, including for material quality, reporting, and paying living wages to workers. These facilities will be required to obtain a permit from DEQ or meet similar standards to receive material from Oregon communities. Local governments will make sure material collected in their communities goes to approved facilities.

**END MARKETS** that can handle the material appropriately — without creating plastic pollution or other harms — can purchase it after sorting and recycle it into something new. Producers and processors will be obligated to make sure materials collected in Oregon reach responsible end markets.

**OVERSIGHT AND INTEGRATION** will be provided by DEQ, with accountability from all participants. DEQ will plan and implement changes required by the new law, and oversee the recycling system and provide enforcement where necessary. A new Governor-appointed advisory council will provide feedback to DEQ and PROs about important elements of the new system. PROs, recycling processors and local governments will track and report more information about where our recyclables go and ensure that they are managed responsibly and used to make new products.

**Albany Rates**

New Service Increase Rates Effective 1/1/2025	
<b>Residential Rate:</b>	3.20%
<b>Commercial Rate:</b>	3.20%
<b>Industrial Rate:</b>	3.20%

RESIDENTIAL SERVICE RATES:				
Residential Roll Cart	Current Monthly	Current Bi-Monthly	New Monthly	New Bi-monthly
1 Can (hand pickup)	\$28.67	\$57.35	\$29.59	\$59.18
20 gal	\$24.10	\$48.20	\$24.87	\$49.74
32 gal	\$27.41	\$54.82	\$28.29	\$56.58
32 gal on-call (per pickup)	\$16.86	N/A	\$17.40	N/A
32 gal w/income assistance discount	\$21.91	\$43.82	\$22.61	\$45.22
64 gal	\$34.30	\$68.60	\$35.40	\$70.79
90 gal	\$41.18	\$82.36	\$42.50	\$84.99
Extra Rec	\$11.46	\$22.93	\$11.83	\$23.66
Extra YC	\$15.02	\$30.04	\$15.50	\$31.00
Monthly Recycling Processing Surcharge	\$2.00	\$4.00	\$2.00	\$4.00
Rec only	\$11.46	\$22.93	\$11.83	\$23.66
Up the drive	\$24.54	\$49.09	\$25.33	\$50.66
YC Only	\$15.02	\$30.04	\$15.50	\$31.00

Misc. Charges and Limited Services	Current Rate	New Rate
APP-Appliance Without Freon	\$36.12	\$37.27
APN-Appliance With Freon	\$49.83	\$51.43
FUR-Furniture	\$40.16	\$41.44
BU 1 - Dead large animal	\$150.73	\$155.56
MAT - Mattress or Boxspring	\$33.48	\$34.55
EXB-Extra 32 gal can/bag/box/heavy	\$11.46	\$11.83
EXC- Wash Cart	\$29.50	\$30.45
TIR-Tires w/o rim	\$16.28	\$16.80
BU3-Tires with rim	\$24.54	\$25.33
Truck Tires-ADTB	\$36.13	\$37.28
Truck Tires with rim-ADTB	\$52.39	\$54.07
Residential Extra Pickup (same day)	\$32.75	\$33.80
Residential Extra Pickup (off day)	\$65.62	\$67.72
Residential Container Exchange (one time per year no charge)	\$26.20	\$27.04
Residential Delivery - Per Cart	\$10.00	\$10.00

**Albany Rates**

COMMERCIAL SERVICE RATES:				
Temporary Commercial			New Rate	
Container Size	DUMP	MAX RENT	DUMP	MAX RENT
300g YW (On service day only)	\$48.25	\$33.12	\$49.79	\$34.18
3 yd On Call	\$108.52	\$44.27	\$112.00	\$45.68
3yd daily rent (starts on 8th day after delivery)	RENT		RENT	
	\$4.69		\$4.84	
NO HEAVY & NON BURNABLES (SOD, DIRT, SHEETROCK, CONCRETE, ROOFING) Rent starts next day				

Commercial Front Load - Automatic Container Size	Weekly Collection Frequency (# Collections Per Week)						New Rate					
	1	2	3	4	5	EXT	1	2	3	4	5	EXT
1.5 yd	\$152.66	\$284.07	\$415.33	\$546.76	\$678.16	\$51.30	\$157.55	\$293.16	\$428.62	\$564.26	\$699.87	\$52.94
2 yd	\$185.48	\$347.07	\$493.81	\$671.01	\$832.77	\$61.77	\$191.41	\$358.17	\$509.61	\$692.49	\$859.41	\$63.75
3 yd	\$230.85	\$432.94	\$637.22	\$840.20	\$1,043.19	\$76.82	\$238.23	\$446.79	\$657.61	\$867.09	\$1,076.57	\$79.28
4 yd	\$275.10	\$519.45	\$763.54	\$1,007.76	\$1,252.10	\$96.54	\$283.91	\$536.08	\$787.97	\$1,040.01	\$1,292.16	\$99.62
6 yd	\$379.07	\$722.17	\$1,065.40	\$1,408.64	\$1,751.72	\$138.86	\$391.20	\$745.28	\$1,099.49	\$1,453.71	\$1,807.78	\$143.31
8 yd	\$462.77	\$881.03	\$1,299.56	\$1,718.06	\$2,177.54	\$17.25	\$477.58	\$909.23	\$1,341.14	\$1,773.04	\$2,247.22	\$17.80

Commercial Front Load - Manual Container Size	Weekly Collection Frequency (# Collections Per Week)						New Rate							
	1	2	3	4	5	ON CALL / EXT	RENT	1	2	3	4	5	ON CALL / EXT	RENT
1.5 yd	\$180.92	\$342.96	\$505.11	\$667.16	\$829.03	\$51.30	\$37.53	\$186.71	\$353.93	\$521.27	\$688.50	\$855.56	\$52.94	\$38.73
2 yd	\$221.45	\$421.42	\$621.49	\$821.31	\$1,021.27	\$61.77	\$40.95	\$228.54	\$434.91	\$641.38	\$847.59	\$1,053.95	\$63.75	\$42.26
3 yd	\$282.56	\$537.94	\$803.26	\$1,050.77	\$1,311.40	\$76.82	\$44.27	\$291.60	\$555.15	\$828.97	\$1,084.40	\$1,353.37	\$79.28	\$45.68
4 yd	\$337.43	\$643.41	\$947.35	\$1,252.65	\$1,556.45	\$96.54	\$47.59	\$348.23	\$664.00	\$977.66	\$1,292.74	\$1,606.26	\$99.62	\$49.11
6 yd	\$468.71	\$900.05	\$1,326.56	\$1,753.78	\$2,180.15	\$138.86	\$50.75	\$483.71	\$928.85	\$1,369.01	\$1,809.91	\$2,249.91	\$143.31	\$52.38
8 yd	\$568.14	\$1,084.98	\$1,592.43	\$2,099.34	\$2,596.74	\$17.25	\$54.32	\$586.32	\$1,119.70	\$1,643.38	\$2,166.51	\$2,679.84	\$17.80	\$56.06

Commercial Compactors Container Size	Weekly Collection Frequency (# Collections Per Week)						New Rate					
	1	2	3	4	5	EXT	1	2	3	4	5	EXT
2 yd	\$442.94	\$842.82	\$1,243.03	\$1,642.64	\$2,042.54	\$123.54	\$457.11	\$869.80	\$1,282.80	\$1,695.21	\$2,107.90	\$127.50
3 yd	\$565.11	\$1,075.86	\$1,606.53	\$2,101.54	\$2,622.82	\$153.62	\$583.19	\$1,110.29	\$1,657.94	\$2,168.79	\$2,706.75	\$158.54
4 yd	\$674.87	\$1,286.85	\$1,894.68	\$2,505.34	\$3,112.89	\$193.04	\$696.47	\$1,328.03	\$1,955.31	\$2,585.51	\$3,212.50	\$199.22
5 yd	\$806.14	\$1,543.62	\$2,273.94	\$3,006.30	\$3,736.87	\$231.68	\$831.94	\$1,593.02	\$2,346.71	\$3,102.50	\$3,856.45	\$239.10
6 yd	\$937.43	\$1,800.10	\$2,653.14	\$3,507.56	\$4,000.30	\$277.72	\$967.43	\$1,857.71	\$2,738.04	\$3,619.80	\$4,128.31	\$286.61
8 yd	\$1,136.26	\$2,169.95	\$3,184.86	\$4,198.69	\$5,193.47	\$357.70	\$1,172.62	\$2,239.39	\$3,286.78	\$4,333.05	\$5,359.66	\$369.15

\*COMPACTORS CHARGED AT 3X'S THE STANDARD PICKUP RATE\*

Misc. Charges and Limited Services	Current Rate	New Rate
Commercial Food Waste - Emptied Weekly	\$71.42	\$73.70
Commercial Food Waste - Emptied Weekly- extra cart (each)	\$11.13	\$11.49
Commercial Container Delivery/Redelivery	\$35.00	\$35.00
Commercial Exchange	\$54.88	\$56.64
Dry Run/Empty Removal-DRY (Commercial)	\$32.75	\$33.80
Each Extra Person Req To Pu Loose Garbage Per Min-EP1	\$2.06	\$2.13
Time per minute to p/u loose garbage-MIN	\$2.06	\$2.13
EP1- Container Off-route pickup- in area (25 min)	\$65.62	\$67.72
EP1- Container Off-route pickup- out of area (25 min)	\$65.62	\$67.72
Extra loose garbage per yard-EXY	\$29.50	\$30.45
EXY- Extra Yardage (Commercial)	\$29.50	\$30.45
LLK-Locking Container Set Up (Commercial)	\$75.27	\$77.67
LOC-Lock & Key	\$31.03	\$32.02
XCS- Container overweigh charges per 500lbs	\$29.64	\$30.59

On Call Containers/EXT Rates	Current Rate	Current Rate	New Rate	New Rate
	Dump Fee	Rent	Dump Fee	Rent
1yd	NA	NA	NA	NA
1.5yd	\$ 51.30	\$ 37.53	\$ 52.94	\$ 38.73
2yd	\$ 61.77	\$ 40.95	\$ 63.75	\$ 42.26
3yd	\$ 76.82	\$ 44.27	\$ 79.28	\$ 45.68
4yd	\$ 96.54	\$ 47.59	\$ 99.62	\$ 49.11
6yd	\$ 138.86	\$ 50.75	\$ 143.31	\$ 52.38
8yd	\$ 178.85	\$ 54.32	\$ 184.57	\$ 56.06



**Albany Rates**

**INDUSTRIAL SERVICE RATES:**

Drop Box - Solid Waste - Open Top/Lidded					New Rate			
	10	20	30	40	10	20	30	40
<b>PREPAYMENT</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>
Delivery	N/A	\$57.23	\$57.23	\$57.23	N/A	\$59.06	\$59.06	\$59.06
Haul	N/A	\$261.47	\$277.31	\$293.04	N/A	\$269.84	\$286.18	\$302.42
Disposal	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH
Environmental Fee	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH
Dry Run	N/A	\$57.08	\$57.08	\$57.08	N/A	\$58.90	\$58.90	\$58.90
Temp Rent - starts day after delivery	N/A	\$421.53	\$421.53	\$421.53	N/A	\$435.02	\$435.02	\$435.02
Perm Rent	N/A	\$153.88	\$153.88	\$153.88	N/A	\$158.81	\$158.81	\$158.81
Perm Rent Lidded	N/A	\$172.37	\$172.37	\$180.38	N/A	\$177.88	\$177.88	\$186.15
Perm Rent Lidded not crank	N/A	\$207.83	\$207.83	\$215.67	N/A	\$214.48	\$214.48	\$222.57

Drop Box - Asbestos					New Rate			
	10	20	30	40	10	20	30	40
<b>PREPAYMENT</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>
Delivery	N/A	\$57.23	\$57.23	\$57.23	N/A	\$59.06	\$59.06	\$59.06
Haul	N/A	\$404.32	\$420.16	\$435.90	N/A	\$417.26	\$433.61	\$449.84
Disposal	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH
Environmental Fee	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH
Dry Run	N/A	\$57.08	\$57.08	\$57.08	N/A	\$58.90	\$58.90	\$58.90
Temp Rent - starts day after delivery	N/A	\$421.53	\$421.53	\$421.53	N/A	\$435.02	\$435.02	\$435.02
Perm Rent	N/A	\$153.88	\$153.88	\$153.88	N/A	\$158.81	\$158.81	\$158.81
Perm Rent Lidded	N/A	\$172.37	\$172.37	\$180.38	N/A	\$177.88	\$177.88	\$186.15
Perm Rent Lidded not crank	N/A	\$207.83	\$207.83	\$215.67	N/A	\$214.48	\$214.48	\$222.57

Drop Box - Concrete/Dirt/Brick	New Rate	
	10yd Only	10yd Only
<b>PREPAYMENT</b>	<b>\$325.00</b>	<b>\$325.00</b>
Delivery	\$57.23	\$59.06
Haul	\$261.47	\$269.84
Disposal (if container is contaminated, cust will be charged MSW rate)	\$80.80	\$83.39
Environmental Fee	PASS THROUGH	PASS THROUGH
Dry Run	\$57.08	\$58.90
Temp Rent - starts day after delivery	\$421.53	\$435.02
Perm Rent	\$153.88	\$158.81
Perm Rent Lidded	\$172.37	\$177.88
Perm Rent Lidded not crank	\$207.83	\$214.48

**Albany Rates**

Drop Box - Woodwaste/Yardwaste					New Rate			
	10	20	30	40	10	20	30	40
<b>PREPAYMENT</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>
Delivery	N/A	\$57.23	\$57.23	\$57.23	N/A	\$59.06	\$59.06	\$59.06
Haul	N/A	\$261.47	\$277.31	\$293.04	N/A	\$269.84	\$286.18	\$302.42
Disposal (if container is contaminated, cust will be charged MSW rate)	N/A	\$59.59	\$59.59	\$59.59	N/A	\$61.50	\$61.50	\$61.50
Environmental Fee	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH
Dry Run	N/A	\$57.08	\$57.08	\$57.08	N/A	\$58.90	\$58.90	\$58.90
Temp Rent - starts day after delivery	N/A	\$421.53	\$421.53	\$421.53	N/A	\$435.02	\$435.02	\$435.02
Perm Rent	N/A	\$153.88	\$153.88	\$153.88	N/A	\$158.81	\$158.81	\$158.81
Perm Rent Lidded	N/A	\$172.37	\$172.37	\$180.38	N/A	\$177.88	\$177.88	\$186.15
Perm Rent Lidded not crank	N/A	\$207.83	\$207.83	\$215.67	N/A	\$214.48	\$214.48	\$222.57

Compactor - Solid Waste/ Cardboard					New Rate			
	15	20	30	40	10	20	30	40
<b>PREPAYMENT</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>	<b>\$325.00</b>
Delivery	\$57.10	\$57.23	\$57.23	\$57.23	\$58.92	\$59.06	\$59.06	\$59.06
Haul - trash	\$337.00	\$337.00	\$363.91	\$363.91	\$347.78	\$347.78	\$375.56	\$375.56
Haul - cardboard	\$56.56	\$56.56	\$56.56	\$56.56	\$58.37	\$58.37	\$58.37	\$58.37
Disposal - trash only	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH
Environmental Fee	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH	PASS THROUGH
Dry Run	\$391.46	\$421.53	\$421.53	\$421.53	\$403.98	\$435.02	\$435.02	\$435.02
Temp Rent - starts day after delivery	\$145.76	\$153.88	\$153.88	\$153.88	\$150.43	\$158.81	\$158.81	\$158.81
Perm Rent	\$169.89	\$172.37	\$172.37	\$180.38	\$175.33	\$177.88	\$177.88	\$186.15
Perm Rent Lidded	\$204.36	\$207.83	\$207.83	\$215.67	\$210.90	\$214.48	\$214.48	\$222.57
Perm Rent Lidded not crank	\$204.36	\$207.83	\$207.83	\$215.67	\$210.90	\$214.48	\$214.48	\$222.57

Security Box		New Rate	
		40	40
Delivery per hour, one hour minimum		\$75.00	\$75.00
Rent		\$120.00	\$120.00

Misc. Charges and Limited Services	Current Rate	New Rate
Delivery - Industrial	\$57.23	\$59.06
Dry Run/Empty Removal-DRY (Industrial)	\$57.08	\$58.90
EXC - Industrial Exchange	\$57.23	\$59.06
EXC - Industrial Exchange Offsite	\$57.23	\$59.06
Industrial Relocate-REL	\$57.23	\$59.06

Fee	Current	New
Account Origination Fee	\$ 10.00	\$ 10.00
Cart Recovery/Replacement	\$ 75.00	\$ 75.00
Commercial Container Recovery Fee	\$ 480.00	\$ 480.00
Industrial Container Recovery Fee	\$ 3,000.00	\$ 3,000.00
Contaminated Recycle or Yard Waste Cart	\$ 15.00	\$ 15.00
Late Fee	\$ 30.00	\$ 30.00
Monthly Recycle Processing Surcharge	\$ 2.00	\$ 2.00
Returned Check Fee	\$ 25.00	\$ 25.00
Service Interrupt Fee	\$ 30.00	\$ 30.00
Bin replacement	\$ 15.00	\$ 15.00



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

A RESOLUTION APPROVING AN INCREASE TO THE APPROVED RATE SCHEDULE FOR COLLECTION AND DISPOSAL SERVICES PROVIDED BY ALBANY-LEBANON SANITATION, D/B/A REPUBLIC SERVICES

WHEREAS, Albany-Lebanon Sanitation, d/b/a Republic Services, has an exclusive franchise agreement with the City of Albany whereby Republic Services is permitted to collect, transport, and convey solid waste and recyclable materials within the city and to reuse, recycle, or otherwise recover materials or energy from such solid waste and dispose of the remainder; and

WHEREAS, the methodology for annual rate adjustments for those services provided by Republic Services is outlined in Resolution No. 6019; and

WHEREAS, Republic Services provided a presentation at the November 9, 2022, city council work session, on increasing rates using the methodology provided for in Resolution No. 6019.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the rates for collection and disposal services provided by Republic Services as part of their exclusive franchise agreement with the City of Albany shall be amended to reflect an increase of **3.2 percent**; and

BE IT FURTHER RESOLVED that future rate and service adjustments shall continue to be evaluated using the methodology and process provided for in Resolution No. 6019; and

BE IT FURTHER RESOLVED that the rate increase will be effective January 1, 2025.

DATED AND EFFECTIVE THIS 6TH DAY OF NOVEMBER 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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



# MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager *8 10/31*  
Matthew Ruettgers, Community Development Director *MR*

FROM: Beth Frelander, Planner II *BF*  
Anne Catlin, Comprehensive Planning Manager *alc*

DATE: October 25, 2024, for the November 4, 2024, City Council Work Session

**SUBJECT:** Housing Implementation Plan Policy Proposals

Relates to Strategic Plan theme: Great Neighborhoods

## Action Requested:

Staff is seeking City Council support to move forward with the three policies recommended in the Housing Implementation Plan designed around removing barriers to needed housing and incentivize the production of affordable housing.

## Background:

The Housing Implementation Plan (HIP), adopted in 2023, evaluated policies and strategies that the City can employ to address Albany's current and future housing needs. Based on the recommendations from the HIP, the City is pursuing several policies to incentivize needed housing. Staff received public feedback on these strategies in August and September through focus groups and a survey. Staff shared the input received and the policy recommendations reflected through public input with City Council at the September 30, 2024, work session. Council provided further guidance on the policy recommendations and as a result, staff have updated the policy recommendations based on that input.

## Discussion:

Policy Recommendations: The purpose of this work session is to share policy revisions based on prior feedback and ensure revisions adequately reflect council's direction. Revised policy recommendations are outlined in Attachment A and more details about these programs are in the Housing Policies Background Report included in the August 5, 2024, work session packet.

- **Construction Excise Tax (CET):** This policy proposal reflects council input on the tax rate for residential improvements and commercial and industrial improvements as well as an exemption for projects with permit values less than \$50,000. The policy also includes exemptions required by state statute.
- **Low Income Rental Housing Tax Abatement Program (LIRHT).** This program allows a 20-year tax exemption for any entity that provides new regulated rental housing serving low-income households (ORS 307.515-307.537). The policy proposal includes more details on the administration of this program including compliance, reporting, and project eligibility requirements.
- **Surplus City-owned Land for Housing Policy:** This policy proposal and process has been refined and a stipulation was added that in the event a higher priority need is identified for a surplus property, the City is not required to purpose land to housing as a first priority.

BF:AC:km

Attachment (1)

# Housing Implementation Plan

## Policy Recommendations

### Introduction

This memo presents recommendations for three new policies identified by the Housing Implementation Plan designed to encouraging the development of needed housing in the City of Albany. Analysis by staff and consultants, discussions with City Council and stakeholder focus groups, conducted this year have arrived upon the recommendation that all three policies be adopted with the parameters detailed below.

The recommended policies are:

- I. Construction Excise Tax for Affordable Housing*
- II. Low Income Housing Tax Abatement Program*
- III. Surplus City-Owned Land for Housing*

This memo presents a summary of the recommendation for each program, presented below.

## I. Construction Excise Tax for Needed Housing

### Program Overview

The affordable housing construction excise tax (CET) is a one-time tax on construction projects that can be used to fund needed housing projects and programs. Over time, the program will develop a source of dependable, locally controlled funding for needed housing. The City may impose a CET on residential improvements not to exceed one percent (1%) of the permit valuation of the improvements (Residential CET), and the City may impose a CET on commercial and industrial improvements with no limit on the tax rate (Commercial CET).

### Tax Rate (ORS 320.189-320.192)

The City establishes a Residential CET of 1% of the permit value for residential improvements and a rate of 1.5% of permit value for the Commercial CET.

The CET will be due and payable prior to the issuance of any building permit as required by ORS 320.189. The Building Division will calculate the CET based on documentation of the total value of all improvements associated with the project regardless of the number of building permits.

### Eligible Projects

The tax is assessed on improvements to real property that result in a new structure, or addition of usable square feet to an existing structure, including remodeling that adds living space.

### Exemptions to the CET (ORS 320.173)

The following categories of real property improvement are required to be exempt by statute:

- Private school improvements.
- Public improvements as defined in ORS 279A.010.
- Residential housing that is guaranteed to be affordable, under guidelines established by the United States Department of Housing and Urban Development, to households that earn no more than 80 percent of the median household income for the area in which the construction tax is imposed, for a period of at least 60 years following the date of construction of the residential housing.
- Public or private hospital improvements.
- Improvements to religious facilities primarily used for worship or education associated with worship.
- Agricultural buildings as defined in ORS 455.315.
- Facilities that are operated by a not-for-profit corporation and that are:
  - Long term care facilities as defined in ORS 442.015,
  - Residential care facilities as defined in ORS 443.400, or
  - Continuing care retirement communities as defined in ORS 101.020.
- Residential housing being constructed on a lot or parcel of land to replace residential housing on the lot or parcel of land that was destroyed or damaged by wildfire or another event or circumstance that is the basis for a state of emergency declared under ORS 401.165 (Declaration of state of emergency) or 401.309 (Declaration of state of emergency by city or county) or for the exercise of authority under ORS 476.510 (Short title) to 476.610 (Payment of claims).

The following categories of real property improvement are likewise exempted by City resolution:

- Improvement projects with permit value under \$50,000.

### **Uses of CET Revenue**

The City may retain up to 4% of CET revenue as an administrative fee to be applied to the cost of administering the fund.

The following requirements apply as outlined in statute to revenue generated by the Residential CET (less the administrative fee):

- 50% must be used for developer incentives pursuant to ORS 197.309(5)(c) and (d) and 197.309(7). Incentives include but are not limited to whole or partial fee or systems development charge reductions, finance-based incentives to support building affordable housing units, and public improvements associated with affordable housing.
- 35% may be used flexibly for affordable housing programs as defined by the City that could include incentives to decrease the sale or rental price of housing units and/or increase the number of affordable housing units.
- 15% goes to Oregon Housing and Community Services for homeowner programs.

For revenue generated by the Commercial CET (less the administrative fee), the following requirements apply:

- 50% of funds must be used for housing programs, as defined by the City.

- The remaining 50% of funds are unrestricted but would be used to support the development of needed housing.

#### **Administration of CET Revenue**

- CET revenue within the City’s control shall be used to establish an Housing Fund.
- The Community Development Commission shall identify priority housing needs for the Housing Fund for City Council review and approval.
- The Community Development Commission (CDC) shall allocate funding from the Housing Fund through a Request for Application process to address identified housing priorities.
- A minimum affordability period of 60 years shall apply to a project, or portion of project, receiving funding from the Housing Fund.
- A project, or portion of a project, receiving funding from the Housing Fund shall be affordable to residents earning no more than 120% of the area median income; however, funding will be prioritized for affordable housing projects.
- The amount, form, and manner of funding shall be decided at the discretion of the City and CDC and shall generally be proportional to the needed housing benefit being offered by the applicant.
- Recipients of funds will report to the City on the outcomes of the supported development at the completion of construction.

## **II. Low Income Rental Housing Tax Abatement Program**

### **Program Goals**

The Low Income Rental Housing Tax Abatement Program (LIRHT) is intended to provide a tax incentive to developers of new regulated affordable rental housing in the City of Albany. The abatement lowers operating costs for operators of affordable housing and creates an incentive for developers to locate projects in the community.

### **Property Tax Abatement (ORS 307.519-307.521)**

The LIRHT exempts the City’s portion of the total property tax levy, unless the governing bodies of other taxing jurisdictions also adopt the abatement. If taxing jurisdictions representing 51% or more of the total tax levy adopt the program, then the abatement applies to the total tax levy. The period of the exemption is 20 years.

### **Eligible Projects (ORS 307.515-307.518)**

State statute outlines the criteria for qualifying for the LIRHT program. Each application would be reviewed on a case-by-case basis, based on demonstrated financial need. Criteria include but are not limited to:

- Property or portion of a property offering new rental housing units for low-income households meeting one of the following requirements:

- All households occupying the units have incomes at or below 60% of Area Median Income (AMI) for the first year, and for subsequent consecutive years, the persons occupying the property are at or below 80 percent of the AMI, or
- For housing units on property that is awarded federal Low-Income Housing Tax Credits, all units serve households at 80% or below the AMI provided the median income of all housing units on the property is at or below 60% of AMI. (ORS 307.515)
- Property must be offered for rent to qualified households or held for the purpose of developing low-income rental housing for a period determined to be reasonable by the City, such as 30 or 60 years. If vacant, the unit(s) must be offered for rent only to qualified households.
- The full value of the property tax exemption must be fully passed on to renters by charging lower rent.
- Eligible units are constructed after adoption of the program.
- The owner and developer can be a non-profit or for-profit entity.
- The City may establish additional eligibility criteria for tax exemption that do not conflict with the statutory criteria above.

#### **Administration of LIRHT program**

The City may establish polices to administer and monitor the program.

- The City shall adopt standards and guidelines for the consideration of applications.
- Minimum standards of information to be provided by the applicant for exemption are described in ORS 307.521.
- Applications must be filed by December 1 of the calendar year immediately preceding the first assessment year for which exemption is requested and shall be accompanied by the required application fee set by resolution to cover the costs to administer the program. (ORS 307.527)
- Projects must be completed by July 1, 2030. (ORS 307.535)
- The City must take final action on the application within 60 days of filing an application, and certify the results of the action to the county assessor.
- The City may adopt policies, such as an annual reporting requirement, regarding tracking and enforcement mechanisms to properties continue to meet the affordability requirement, that decent, safe and sanitary conditions are maintained, and that rent levels reflect the full value of the property tax exemption.
- If the recipient has not complied with the eligibility criteria during the term of the exemption, it will be revoked, and the organization will be required to pay the full amount of the exemption.
- If a landlord violates the criteria for exemption in ORS 307.517(1)(c), a tenant may recover damages in an amount triple the actual damages sustained because of the violation.

### **III. City-Owned Surplus Land for Housing Policy**

#### **Policy Goals**

The Surplus Land for Housing policy assures that land that is owned by the City that is determined to be surplus is screened for suitability for needed housing before disposition. Surplus land is any piece of real property owned by the City that is no longer needed for an agency purpose. The policy will consider



housing as just one potential use for surplus land, with the understanding that not all property is suitable for housing, and some properties may have a higher priority use that meets other needs.

### **Policy Recommendation**

Staff recommends the adoption of a City Owned Surplus Land Policy with the following requirements:

- Prior to any action to dispose of City owned surplus land by sale or lease, the property is evaluated for suitability for housing based on zoning, size, location, and other considerations.
- The City will make good faith efforts to first negotiate with affordable housing developers who provide a proposal for the property, if a higher priority use that meets other needs has not been identified.
  - If the surplus property is suitable for housing, and no higher-priority purpose is identified, the City shall invite those interested in developing needed housing on the property to submit proposals for consideration.
  - The City Council will have discretion on the proposal selection but may give extra weight to proposals that provide more affordable units, are affordable to lower incomes, or have longer affordability periods.
  - If no affordable housing proposals are submitted or no agreement can be reached with an affordable housing developer, the City may consider alternative proposals for the property.



## CONTRACT TO PROVIDE MUNICIPAL COURT SERVICES

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of ~~November 2024~~October 2023,  
6<sup>th</sup> by and between  
the CITY OF ALBANY, Oregon, a municipal corporation, hereinafter referred to as "CITY" and  
JESSICA MEYER, Attorney at Law, hereinafter referred to as "MEYER," and is effective  
November ~~64, 2023~~2024.

### WITNESSETH:

WHEREAS, the CITY desires the services of MEYER as Municipal Judge, pursuant to Section 23 of the Charter of the city of Albany; and

WHEREAS, MEYER desires to serve in said capacity; and

WHEREAS, the Internal Revenue Service defines a Judge as a public official and an employee of the government for whom he or she serves and, therefore, the CITY is responsible for withholding and paying Federal income tax, social security, and Medicare taxes, and issuing a Form W-2 Wage and Tax Statement to the public official; and

WHEREAS, it is the desire of both parties hereto to establish and set forth their mutual responsibilities one to the other.

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is hereby agreed as follows:

- 1) Duties. The CITY hereby contracts with MEYER to perform all functions and duties specified in Section 23 of the Charter and in the ordinances of the city of Albany, and to perform such other legally permissible and proper duties and functions as outlined within the Municipal Court Judge job description (Attachment A).
- 2) Independent. In performing the duties of Municipal Court Judge, MEYER shall serve as an employee of the CITY. However, the CITY shall have no right or responsibility to control or influence the manner in which MEYER carries out her judicial responsibilities, save and except that MEYER agrees to carry out her duties in a timely, consistent, and impartial manner. MEYER shall have no management or administrative responsibility or authority over other City employees.
- 3) Term. This agreement shall commence November ~~64, 2023~~2024, and shall continue until October 31, ~~2024~~2025. This contract may be renewed annually upon the terms set forth herein or upon any other terms mutually acceptable to both parties. Notwithstanding the foregoing, MEYER shall serve at the pleasure of the Albany City Council. No rights, responsibilities, salary, or other benefits shall extend beyond the term of this agreement and nothing in this agreement shall be deemed to vest in MEYER any property interest in the duties, responsibilities, or compensation provided in this contract or any right to the continuation thereof.
- 4) Compensation. For her service from November ~~64, 2023~~2024, through October 31, ~~2024~~2025, MEYER shall be paid gross compensation of ~~\$3,748.33~~5,927.64 (Increase in FTE and 2% COLA effective January 1, 2024, and 2% COLA effective July 1, 2024) per semi-monthly pay. Effective November ~~14, 2024~~2025, MEYER shall be entitled to have her compensation increased by the cost-of-living adjustment(s) granted to Nonbargaining

employees during the previous contract year.

*[Faint, illegible text, likely bleed-through from the reverse side of the page]*

5) Benefits.

- a) Public Employees Retirement System (PERS). MEYER's employment with CITY, being less than 600 hours per calendar year, would not alone qualify her for PERS service credit; however, since MEYER is currently employed by both CITY and Linn County for a combined total of more than 600 hours in a calendar year, her service with CITY will be reported to PERS. If MEYER ceases to be employed by any combination of PERS-participating employers for 600 hours or more per calendar year, her service with CITY shall no longer be reported to PERS.
- b) Professional Leave (Personal Leave). CITY shall provide MEYER with up to \$4,500 of professional leave each calendar year in the form of City-paid pro tem services. Unused professional leave does not carry over to the following calendar year. In the event that total costs of pro tem services for use of professional leave exceeds \$4,500 in a given year, MEYER shall pay the excess over \$4,500 and shall hold the City harmless therefrom.
- c) Sick Leave. CITY shall provide MEYER with 24 hours of sick leave per year to be accrued at a rate of one (1) hour per semimonthly pay period up to a maximum of two years' accruals (48 hours) in accordance with the City of Albany sick leave policy, HR-BC-14.
- d) To accommodate MEYER 's use of professional leave or sick leave as provided in Sections (5)a and (5)b above, CITY agrees to pay for judge pro tem services at a rate established in accordance with Section (6)d of this agreement; however, MEYER shall make reasonable efforts to provide advanced notice to the court supervisor so that court schedules may be adjusted to accommodate MEYER 'S absence and avoid pro tem costs when possible.
- e) Conflicts of Interest, Absences for Professional Development and other Court Business. CITY shall provide MEYER with up to \$3,000 per calendar year of judge pro tem services to be used when conflicts of interest may exist or when MEYER must be absent for professional development or other Albany Municipal Court business. Unused funds for pro tem services do not carry over to the following calendar year. In the event that total costs of pro tem services for conflicts of interest, professional development, or other Court business exceeds \$3,000 in a given year, MEYER shall pay the excess over \$3,000 and shall hold the City harmless therefrom.
- f) No Cash Value. Leave hours and payment of pro tem services outlined in Sections (5)a through (5)d above have no cash value to MEYER and are not paid out upon contract expiration or termination.
- g) Except as set forth specifically in this agreement, MEYER is not eligible for any benefits offered by the CITY other than those required under federal or state law.

- 6) Pro Tem Services. While it is agreed that MEYER shall personally serve as Municipal Judge and shall generally be available to fill the duties of that office, it is anticipated that ethical conflicts, professional development requirements, vacations, or illness will occasionally require the employment of pro tem municipal judges. It is understood that it is in the interest of both parties to maintain an active pool of pro tem judges so that the work for the Municipal Court will not be interrupted when MEYER must be absent from her position. Therefore:

- a) By November 15 of each and every year that this contract remains in effect, MEYER shall submit to the City Council the names of those persons whom she wishes to nominate as pro tem judges for the 12 months following the date of such appointment. These persons shall all be members of the Oregon State Bar, in good standing, and must be satisfactory to the Albany City Council. Upon receiving such list of proposed pro tem judges, the City Council shall, at its next regularly scheduled meeting, or as soon thereafter as may be convenient, review the list of persons nominated by MEYER and approve or deny their appointment as pro tem municipal judges. Any pro tem municipal judge shall also be an independent contractor and not an employee of the City of Albany and shall exercise the same functions, duties, powers, and responsibilities as those assumed by MEYER pursuant to this agreement.
  - b) MEYER shall make a reasonable effort to maintain a pool of at least three pro tem municipal judges who all will be reasonably familiar with Municipal Court procedures should their service be necessary.
  - c) MEYER shall instruct all pro tem judges concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible.
  - d) CITY shall be responsible for negotiation with the pro tem judges and setting their per hour fee for services rendered.
- 7) Hours of Work. MEYER shall be employed for the hours equivalent to a ~~0-25.38~~ FTE employee; however, is recognized that the hours devoted to the judge in the performance of her responsibilities may vary with the caseload of the Court. The judge shall complete a semimonthly timesheet outlining the number of hours she is devoting to judicial duties as well as any pro-tem hours, sick leave, or professional leave used.
  - 8) Periodic Review. The City Council may review the performance and compensation of the Municipal Court Judge by such method and at such times as the Council shall deem appropriate.
  - 9) Dues and Subscriptions. The Municipal Court Judge shall maintain membership in the Oregon Judge's Association, formerly the Oregon Municipal Judges Association, and all fees required for such membership shall be paid by the CITY. In addition, the CITY encourages the Municipal Judge to participate in national, regional, and state and local associations and organizations necessary and desired for her continued professional growth and advancement and to improve her performance as Municipal Judge of the city of Albany. Should the Municipal Judge desire to incur any expenditure for any of the proposed activities outlined above, she may obtain prior budgetary approval from the Finance Director, in which event the CITY shall be obligated to reimburse for such pre-authorized expenses, or the Municipal Judge may submit a request for reimbursement without prior authorization, in which event the CITY, in the exclusive exercise of discretion, may reimburse for such expenses.
  - 10) Professional Development. The CITY agrees to reimburse the Municipal Judge for registration, travel, and subsistence expenses for professional and office travel, meetings, and occasions deemed necessary or desirable to continue the professional development of the Municipal Judge. The procedures for reimbursement shall be the same as those for Nonbargaining employees.

- 11) Professional Liability. The CITY agrees to defend, hold harmless, and indemnify MEYER on any and all claims brought against MEYER arising out of MEYER 'S actions within the scope of the employment relationship with CITY. The CITY agrees to carry appropriate insurance through CITY'S insurance program.
- 12) Use and Return of CITY Property. All personal property provided by CITY to MEYER shall be and remain the property of CITY. MEYER will preserve, use, and hold CITY property only for the benefit of CITY and to carry out CITY'S business. When MEYER 'S employment terminates, or upon demand of the Albany City Council pending or during any review of MEYER 's conduct, MEYER will immediately deliver to CITY all CITY property that MEYER has in her possession or control.
- 13) Relationship of the Parties. The relationship between the parties is that of employer and employee. MEYER shall have no authority to enter into any contracts binding upon CITY.
- 14) Termination. MEYER shall serve at the pleasure of the Albany City Council and may be removed by a majority vote of the City Council with or without cause under the following terms:
  - a) Termination Without Cause. This agreement may be terminated without cause upon 30 days' written notice from either party. If MEYER terminates this agreement, all cases under advisement shall be completed no later than MEYER's last day of employment.
  - b) Termination With Cause. This agreement may be terminated by CITY immediately in the event that MEYER is indicted on any legal act, no longer meets the minimum requirements described in the Albany Charter or is no longer a member in good standing of the Oregon Bar Association.

Whether terminated with or without cause, MEYER shall be entitled to all compensation then due.
- 15) Modifications or Amendments. This employment agreement may be unilaterally modified by CITY to comply with any applicable changes in federal or state law. CITY and MEYER may negotiate other changes to this agreement at such time as the contract is being considered for renewal.
- 16) Severability. If any provision or any portion of any provision in this employment agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of the agreement, provision, or portion shall be severed and remain in full force and effect.
- 17) Attorney Fees. In the event suit or action is instituted to interpret or enforce the terms of this employment agreement or seek damages for its breach, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action.
- 18) General Provisions. This agreement shall constitute the entire agreement between the parties and supersedes any previous agreements or understandings. If any provisions or a portion thereof contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect. No other benefits, consideration, or compensation of any kind shall be due from CITY to MEYER or any pro tem judge other than as set forth herein.

CITY OF ALBANY:

JUDGE:

\_\_\_\_\_  
Peter Troedsson, City Manager

\_\_\_\_\_  
Jessica Meyer, Albany Municipal Court Judge

~~10/14/2023~~

~~10/16/2023~~

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Holly Roten, Human Resources Director

~~10/14/2023~~

\_\_\_\_\_  
Date



# MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager *ET 10/31*

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

## Table of Contents

OpenGov Statement of Work	4
1. Project Scope	4
2. Adjustments to the Project Scope, Estimated Schedule, Charges and other Terms	4
3. Project Delivery	4
4. Project Understanding	4
5. OpenGov Responsibilities	5
6. Project Tracking and Reporting	5
7. Communication and Escalation Procedure	6
8. Opengov Implementation Methodology	6
8.1. Initiate	7
8.2. Validate	7
8.3. Configure	7
8.5. Launch	7
9. Customer Responsibilities	8
10. Customer's Project Manager	8
11. Acceptance Procedure	8
12. Estimated Schedule	9
13. Illustrative Project Timelines	9
14. Change Order Process	10
Exhibit 1: Implementation Activities	11
Enterprise Asset Management	11
Initiate	11
Validate	11
Configure	12
Train	13
Launch	17

# 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

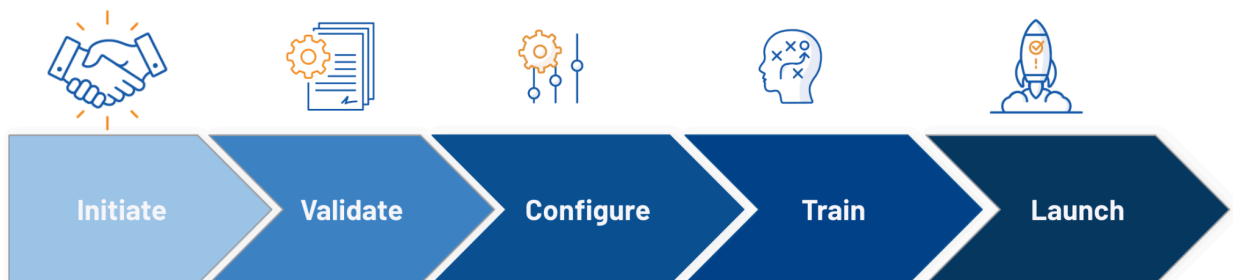
7.3.1. Identification of an issue impeding deployment progress or, outcome, that is not acceptable.

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

Order Details	
<b>Billing Frequency:</b>	Annually in Advance
<b>Payment Terms:</b>	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
<b>Annual Subscription Total:</b>			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.	
<b>Professional Services Total:</b>		<b>\$36,335.00</b>

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

**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: \_\_\_\_\_