

ALBANY CITY COUNCIL AGENDA

Wednesday, June 24, 2026
6:00 p.m.

Council Chambers, City Hall
333 Broadalbin Street SW

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Please help us get Albany’s work done.

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

1. Call to order and pledge of allegiance

2. Roll call

3. Adoption of consent agenda

- a. Appointments [Pages 3-5]
 - 1) Appointing Jaci Eiquihua to the Public Library Board
- b. Approval of minutes [Pages 6-16]
 - 1) June 08, 2026, city council meeting
 - 2) June 10, 2026 city council meeting
- c. Recommendation(s) to OLCC [Page 17-20]
 - 1) Approve 2026-2027 annual liquor license renewals
- d. Adoption of resolution(s)
 - 1) Resolution transferring appropriations for the 2025-2027 biennium – Jenn Ambuehl [Pages 21-25]

RES NO. _____
- e. Receive 2026 Candidate Elections Calendar [Page 26-27]

MOTION: _____

4. Presentations and Ceremonies

- a. Presentation Oregon Cascades West Council of Governments and Community Services Consortium Annual Reports – Ryan Vogt [Pages 28-43]

5. Public Comment

6. Action Items(s)

- a. **Ordinances** – Amendment to AMC Chapter 3.26 – Comcast Cable Franchise- Jeanna Yeager [Pages 44-77]

ORD NO. _____

- b. **Ordinances/Resolutions** – Amendments to Albany Municipal Code Chapter 11.01 – Utility Billing, Collections, and Account Administration – Jeanna Yeager/Patty McInnes [Pages 78-91]

ORD NO. _____

RES NO. _____

- c. **Ordinances** – Amendments to AMC Chapter 10.01 Regarding Sewer Utility Collections and Billing Adjustments - Jeanna Yeager/Patty McInnes [Pages 92-95]

ORD NO. _____

- d. **Ordinances/Resolutions** – Amendments to Albany Municipal Code (AMC) Chapter 2.66 Procurement – Jeanna Yeager/Diane Murzynski [Pages 96-111] ORD NO. _____

RES NO. _____

- e. **Resolutions-** 2025-2027 Supplemental Budget SBA 261201 – Jeanna Yeager/ Jenn Ambuehl [Pages 112-115]

RES NO. _____

7. Informational Briefings/Staff Reports

- a. Quarter 3 (Q3) Fiscal Year (FY) 2026 Financial Report – Kayla Barber/Jeanna Yeager/Jenn Ambuehl [Pages 116-127]

8. Business from the Council

9. City Manager Reports

10. Next meeting dates

Monday, July 06, 2026; 4:00 p.m. work session
Wednesday, July 08, 2026; 6:00 p.m. meeting

11. 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: cityrecorder@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.



TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Makenna Kackley, Deputy City Recorder/Executive Administrative Assistant

DATE: June 5, 2026, for the June 24, 2026, City Council Meeting

A handwritten signature in blue ink, appearing to be "M. Kackley", written over the "VIA" and "FROM" lines of the memo header.

SUBJECT: Appointment to Citizen Advisory Groups

Purpose:

To appoint representatives to new terms on Citizen Advisory Groups.

Background/Discussion:

Mayor and councilors are tasked with ensuring the Citizen Advisory Groups are filled in order for them to fulfill their respective missions.

Council ratification of the following appointment to the Citizen Advisory Group:

Public Library Board:

- Jaci Eiquihua, Ward 3 (Councilor Smith's reappointment to fill a new four-year term expires 06/30/30)

Budget/Staff Impact:

None.

Staff Recommendation:

Ratify the Councilmember recommended appointment.

Alternatives:

1. Do not ratify the appointment.

Attachments:

1. Attachment 1



Citizen Advisory Group Application

Applying To **Library Board**

Received **May 11, 2026**

Name **Jaclyn (Jaci) Eiquihua**

In City Limits? **Yes (Ward 3)**

Are you currently employed? **Retired**

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

Retired teacher

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

I taught history and English grades 6-12 for nearly 40 years. I have a degree in American Studies from Willamette University and a Master's degree in Reading Education. Since retiring, I read around a 100 books a year, with the majority from the Albany Public Library. I am a firm believer in the public library system and access to books for everyone. The library is important in our community and we are lucky to have two libraries. As a current board member, I have learned so much about how the public library functions.

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

I have served on the Library Board for the past 3 years. I am currently serving as Vice-Chair.

How many Library Board meetings have you attended/viewed?

7 or more

What is your understanding of the role of a Library Board member and what contributions do you hope to make to the board?

The board members are instrumental as an advisory group for the public library system. The concerns of the public are the concerns of the board. I enjoy the work we've done on the board in making APL recognized as one of Oregon's finest library.

When did you last visit the Albany Public Library? Tell us about your experience during that visit.

I visit the public library about once a week. I use the library online to find and out books on hold. I love the new installation of the prism lights on the second floor, I also enjoy perusing the Library of Things, which is a fantastic collection. I've used a couple items and found it extremely useful.

What role does the Albany Public Library play in making Albany a livable community?

Our summer reading program is for everyone, not just children. Our community has two libraries and both have programs for children, tweens, teens, and all adults. The libraries provide

resources for community members to access computers and information beyond the books. The Friends of the Library serves our community giving access to more books. And APL is even at the Farmers Market.

How can the Library Board improve policies and services offered by the Albany Public Library?

The Library Board is currently reviewing several policies. Over the past few years we have reviewed policies concerning continued access, summer reading activities, safety concerns, and community engagement.

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

Yes

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

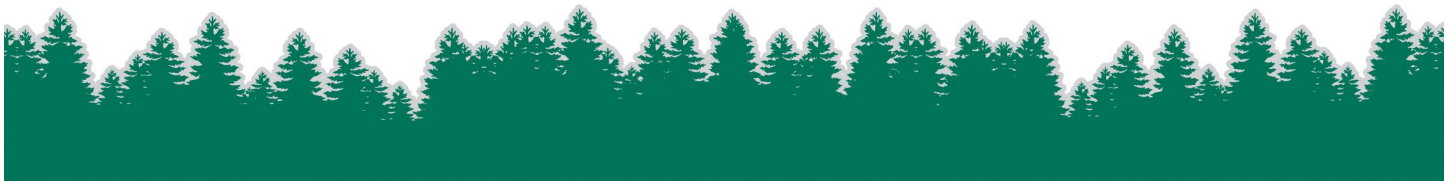
Yes

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

Yes

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

Current member





MINUTES

Monday, June 08, 2026

Meeting

Council Chambers, City Hall

Approved: Draft

Call to Order

Mayor Alex Johnson called the meeting to order at 4:01 p.m.

Roll Call

Councilors present: Mayor Alex Johnson, Carolyn McLeod, Steph Newton, Marilyn Smith, Michael Thomson, Ramycia McGhee, and Chris Van Drimmelen

Councilors absent:

Public hearing

Appeal of a Planning Commission’s Decision for land use cases SP-15-25, RL-08-25, and NR-03-25

Johnson opened the public hearing at 4:01 p.m.

Conflict of Interest: McLeod declared a potential conflict of interest, due to being on the HOA board of a property affected by the development. She recused/abstained from the matter, and joined the audience at 4:03 p.m.

VanDrimmelen said that he sat on the same HOA board. He has recused himself from any discussion the board has had on this matter, so he could hear the potential appeal as City Council.

Ex-parte Contact:

Newton said that she ran into Roger Nyquist at the State Capitol in February 2026. They did not discuss the matter, but she knows it concerns one of his properties.

Johnson said that he had talked to Nyquist about the project, and told him he could not go into details and closed the conversation.

VanDrimmelen said that he has received several emails from people located within the Spring Meadow and Brookfield Developments. He has informed them he is unable to talk about the matter, but has shared factual information related to the land use process. He specifically told those people he was unable to weigh in on the matter, as it could come to City Council on appeal.

Site Visit: Van Drimmelen said that he drives by the proposed area every day, and is familiar with the area.

Johnson said that he drives by the area frequently.

Abstain from Proceedings: None

Challenges to Council Right to Hear the Matter: None

Current Planning Manager David Martineau and Planner III Jennifer Cepello presented* the staff report.

Council questions for staff:

Smith said that she saw in a letter to the Planning Commission a reference to the property as 63 acres, and with 3 bedroom apartments. But did not find those in the materials.

Cepello said she is unsure where the 63 acres came from and also did not see anything on 3 bedroom apartments.

Newton said that she had concerns with the traffic study, and had emergency evacuation concerns. She wondered what authority the city would have to require a second access point if the code did not require it?

Johnson said that he has concerns with the road and the bowling alley.

Engineering Manager Aaron Hiemstra said that the bowling alley driveway was designed as a road from 53rd Ave down to Highway 99. The driveway is very wide, and designed to a street standard. When the bowling alley came in for land use approval they were required to put in an accessible route to the bowling alley and mini golf. It doesn't appear that a safe crossing was installed, and nothing precludes the bowling alley or Schneider Homes from doing traffic calming.

Hiemstra said that 53rd Ave was improved with a local improvement district to make the bridge over Oak Creek two way emergency access, so both east and west lanes are emergency access routes.

Smith said that she recalls discussions before the subdivision was built. The roadway was overbuilt, and built high due to emergency access and flooding.

Testimony from Applicant:

Mike Reeder, Attorney for Schneider Homes, presented. He said that the applicants proposal was modified in response to concerns that the proposed access would be taken through Roger Nyquist/bowling alley property. The original traffic plan showed access through there and 53rd Avenue, based upon how it was designed in the early 2000's. The access from Nyquist property was removed access was provided on 53rd Avenue. Reeder said that the applicant would be providing a 6 foot fence, with screening to be a good neighbor, but would not install an earth berm as it is not required by code.

Newton asked why the applicant is installing a 6 foot high fence if screening is not required? Reeder said that was to be a good neighbor. An earth berm would require moving buildings which was really too far for the applicant to go.

Newton asked if there was any conditions that the applicant would be willing to accept to reduce any future conflicts with Lake Shore Lanes and the proposed apartment complex? Reeder said that they are willing to listen to council for suggestions and the applicant has agreed to provide fill for an earth berm on Nyquist property, if it was desired on that property.

Testimony from Appellant:

1. **Roger Nyquist** and Elaine Albrich, Attorney with Davis Wright Tremaine, presented. Nyquist said that he was shocked to learn of the plan to route traffic for this development through his bowling alley property. The parking lot is crowded and people walk from bowling alley to mini golf area across what would be the travel path.

He said that he was also requesting a berm height higher than 8 feet. He is willing to put in a berm on his own property, and is happy to hear he may get dirt free or cheap from the applicant. Nyquist also said that he needs a reversal of the reciprocal easement concept. A bowling center, arcade and mini golf do different things than an apartment complex. He said that there was no reason to cross traffic from one to the other.

Albrich reviewed proposed requirements. She said that the appellant was requesting that it be made clear that reciprocal access from Schneider and the Nyquist property is not required, and will not be given.

The council discussed the proposal and asked questions.

2. **Amanda Fee** presented. She said that an additional traffic study is needed for the development. Between construction and emergencies there are traffic and access concerns. She said the owners' who initially bought homes in the area were told that there would be stores, restaurants and perhaps townhomes, not 108 apartments. She said that additionally there are concerns about open space, drainage, edge effects and long term disturbances from construction. Fee also said that there are concerns about impacts to long standing businesses and requiring them to close early.

Fee said that parking was designed based upon 30% car ownership, many of the people are not walking to go places they are walking for health or to go to the bowling alley. Fee said that traffic, wetlands and intensity conflict. It does impact people and if the item moves forward the council should put more restrictions on it, or require more updated data to see that concerns are being addressed.

Smith said that she understood that any particular extension of 53rd Avenue across Pacific Highway would be addressed in a Transportation Systems Plan update which would be starting soon.

Fee said that people were mostly concerned with the number of units, and creating a conflict with the bowling alley. Most people are in favor of additional housing, and no one is opposed to housing itself.

Public Testimony:

5:17 p.m.

Hailey Driscoll spoke by Zoom. She said that she lived in the neighborhood and there are approximately 450 families who have one access road which is 53rd Avenue. She said that she was asking the Council to deny the request based upon serious safety concerns. This development violates fire code from relying on a single fire access road. The project also fails ADC 12 which requires emergency access. This development will add nearly 900 vehicle movements per day, and emergency response times can't be compliant with state law. Driscoll said that in a wildfire, or flood people need to get out immediately. It takes 5 minutes to get from the back of neighborhood to the street already and this would result in a severe delay for fire trucks.

Bill Ryals spoke. He said that he was speaking neutral on the proposal. Affordable housing is needed, but he spent much of his career as a practicing architect. This development is extremely dense, and one way you can see that is windows on the ground floor are 12 inches away from sidewalks. Privacy is needed as well as safe and efficient parking areas. Ryals said that affordable housing that is livable is needed. Albany should be a great place to live, not a place where people are stored because it is convenient. This site would be best suited by maybe 100 units.

Applicant Rebuttal:

Reeder spoke and said that the applicant can only rely on laws that are adopted by the Council. The Comprehensive Plan, Transportation Systems Plan, Zoning code and standards for traffic and transportation. Reeder said that the traffic engineer worked with the city and ODOT and used standards in place for this type of traffic study. Wetlands are regulated by the federal government. Reeder said that the applicant agrees with Nyquist that a reciprocal easement is not needed.

Reeder said that if retail, or shopping is desired Nyquist could decide to have it on his property. Reeder said that the applicant waived the 7 day waiting period.

Johnson closed the public hearing at **5:36 p.m.**

Break: 5:36 p.m.

Reconvene: 5:46 p.m.

Council Deliberation:

Newton said that Ryal's testimony stood out. Albany should be a place where people enjoy living not where they are stored.

Smith said that Ryal's testimony resonated with her. She said that the city is bound by what the codes say can be done. However, just because someone can do something doesn't mean they should do something. She said that she was in favor of some more space, and a different site plan.

Thomson said that he appreciated Ryal's testimony. High density is being pursued in an area where people do not want it because the state says the city has to do it.

Van Drimmelen said that it appears that the zoning code said that the applicant can do what they are desiring to do. The zoning code currently only specifies a commercial element east of Interstate 5. He said that he is not a fan of 100% residential development in mixed use zones, but the zoning code says this type of development is allowed on its face. Van Drimmelen said that he has reservations about the development, but he doesn't like to tell a property owner they cannot do something with their property which the code says they can do.

MOTION: Smith moved to uphold the planning commission decision, with modifications, which would be the removal of the reciprocal access, and for buffering/screening as allowed by code and an agreement made about 8-10 feet berm height. No Second.

City Attorney Sean Kidd said the berm issue may need to be addressed, but that wasn't tonight. He said that the connectivity and the easement is something that staff should talk about. It may be impractical right now with the bowling alley and mini golf, but if there is a change of use that may be needed in the future.

Community Development Director Matthew Ruetters spoke. He said that the proposed changes to the findings regarding connectivity and connection of adjacent parking lots may work for the conditions today, but sites can change. Ruetters recommended a change of the easement from a reciprocal easement to easement.

MOTION: withdrawn by Smith.

Council discussion ensued.

MOTION: Van Drimmelen moved to uphold the Planning Commission decision to approve, with the exception of changing the reciprocal easement requirement to be an easement, as recommended by planning staff. Smith seconded the motion. MOTION failed 3-2 *Charter section 20 requires 4 votes for a motion to pass.*

(Yes- McGhee, Van Drimmelen, Smith) (No- Newton, Thomson) (Recused- McLeod)

Planning Commission decision stands.

Deliberation on the appeal was reentered later in the meeting

3. Adoption of consent agenda

6:19 p.m.

a. Award of contract(s) / bid(s)

- 1) Award of Contract for Next Generation Firewall Systems to Structured Communication Systems, Inc. in the amount of \$248,036.32 RES NO. 7498

MOTION: McGhee moved to adopt the consent agenda. Smith seconded the motion which passed 6-0.

Public Comment

6:22 p.m.

Roger Nyquist spoke. He said that he saw a motion made and a vote fail. The matter is not automatically dispensed. The Council could go back and deliberate and have another motion and vote. The motion could be amended, and when there is only one vote there is no negotiation or sharing of ideas. He requested the Council go back and deliberate.

Grant Application Support– DLCD UGB Technical Assistance Grant

6:24 p.m.

Long Term Planning Manager Anne Catlin presented. She said that the grant would provide data about where wetland boundaries are. The goal is to identify development opportunities, and how to enhance and improve riparian corridors and natural areas in the East Albany Plan.

Thomson said that he supports the inventory of wetlands, but has concerns that this could be another DLCD plan to lead to more growth.

MOTION: Van Drimmelen moved to adopt the resolution to support the DLCD TA grant application as written. Smith seconded the motion and it passed 6-0 and it was designated RES NO. 7499.

Reenter PC Appeal

6:30 p.m.

Newton said that she would like to reopen deliberation for the Planning Commission appeal.

McLeod left the dais and joined the audience.

MOTION: Newton moved to reopen discussion of the Planning Commission item. Thomson seconded the motion, which passed 5-0.

Newton said that she would rather have the changes that Councilor Van Drimmelen proposed, compared to the Planning Commission position and would change her vote.

MOTION: Van Drimmelen moved to uphold the Planning Commission decision with the exception of modifying the reciprocal easement to say easement. Newton seconded the motion, which passed 4-1. (Yes- McGhee, Newton, Van Drimmelen, Smith) (No- Thomson) (Recused- McLeod)

Approval of Intergovernmental Agreement with Linn County Regarding Simpson Timber Property

6:32 p.m.

City Manager Peter Troedsson said that the item clarified responsibilities with Linn County. The Simpson property is private property, located within the City of Millersburg. The City of Albany has a conservation easement since the mid 1990's on the property.

Smith said that she read in the report that APD will also respond to law enforcement complaints in the island areas of Linn County that are within city limits, but it does not appear written that way. Troedsson said that was correct. The Linn County Sheriff had concerns that as they were taking over the response obligation to Simpson property; that APD would be able to serve as primary response to calls for Linn County properties within city limits.

MOTION: Smith moved to approve the IGA with Linn County regarding Simpson Timber Property. McGhee seconded the motion which passed 6-0.

Business from the council

6:35 pm.

Smith said that she spoke to the Albany Civic Leadership class about consensus and decision making recently, and she wished she would have had a short video of reconsideration to show.

McGhee provided comments about parliamentary procedure, and said that there is a way to correct someone decently.

Newton said that she attended the Sybaris fundraiser for rehabbing the Waverly Duck.

City Manager report

6: 38 p.m.

None

ADJOURNMENT

There being no other business, the meeting was adjourned at 6:38 p.m.

Respectfully submitted,

Reviewed by,

Erik Glover
City Recorder

Peter Troedsson
City Manager

**Documents discussed at the meeting that are not in the agenda packet are archived in the record. Documents from staff are posted to the website after the meeting. Documents submitted by the public are available by emailing cityrecorder@albanyoregon.org.*



MINUTES

Wednesday, June 10, 2026
Meeting
Council Chambers, City Hall

Approved: Draft

Call to Order and Pledge of Allegiance

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

Roll Call

Councilors present: Mayor Johnson, and Councilors Carolyn McLeod, Marilyn Smith, Ramycia McGhee, Chris Van Drimmelen, Steph Newton, Michael Thomson

Councilors absent:

3. Adoption of consent agenda

- a. Approval of minutes
 - 1) May 27, 2026 city council meeting

MOTION: Thomson moved to adopt the consent agenda. Newton seconded the motion which passed 6-0.

Presentations and Ceremonies

6:01 p.m.

Presentation Family Tree Relief Nursery

Senior Director Renee Smith and Program Director Merideth Schrepfer presented on the mission of the organization and provided a handout*. The non-profit has been operating since 2004. The council asked questions and discussed the services provided.

If I Were Mayor Contest Winners

Mayor Johnson and Communications Manager Matt Harrington introduced the winners of the If I Were Mayor contest. The winners Alex and Addie presented their entries.

Presentation from the 2026 Albany Civic Leadership Academy Participants

Leslie, Coral and Allison (participants in the academy) presented *. The council asked questions and discussed the information.

Certificates and graduation gifts were provided to the academy participants.

Public hearing(s)

Community Development Block Grant (CDBG) 2026 Action Plan Hearing and Adoption

6:49 p.m.

Johnson opened the public hearing at 6:50 p.m.

Conflict of interest:

McLeod said that she had a potential conflict of interest to declare. A member of her campaign committee is a board member of one of the grant recipients. McLeod said that she is able to remain neutral as a member of council.

Newton said that she has a child that attends summer programs at the Boys and Girls Club.



Thomson said that the Albany Partnership for Housing received a grant, and he is on their board of directors.

Johnson said that he is on the board for the Oregon Cascades West Council of Governments and the Community Services Consortium.

Development Program Analyst Kaitlin Martin and Comprehensive Planning Manager Anne Catlin presented.

Martin said that a public hearing was required on the 2026 Annual Action Plan. A competitive grant process was used. Public services grants are limited to 15% of the allocation.

The council discussed the proposal, and provided comments of appreciation for the work of the Community Development Advisory group on the plan.

Public Comment: None

Staff response to testimony: None

Johnson closed the public hearing at 6:59 p.m.

MOTION: Van Drimmelen moved to adopt the resolution to adopt the Community Development Block Grant (CDBG) 2026 Action Plan. McGhee seconded the motion which passed 6-0. It was designated as RES No. 7500.

Public Comment

7:00 p.m.

Bill Root said that he has been having issues with his septic system. He has attempted to connect to city system, but was told he cannot connect because the sewer stops at the eastern property line. Root said that he was quoted \$200,000 to extend the sewer across his frontage and hopes something can be done about it.

John Byrne said that he is the Chair of Albany Public Library Foundation. He said the foundation delivered three checks to the city recently, one for \$51,000, one for \$10,000, and one for \$5,000. The foundation has been around for decades and has used money for maintenance, acquisitions, landscaping, special projects, and lighting and cooling.

Action Items(s)

Ordinances – Amendments to AMC Chapter 2.08 Nomination and Election of Officers

7:08 p.m.

City Recorder Erik Glover presented. He said that state election law had changed recently with HB 4024. It established a requirement for candidate elections where filing deadlines for incumbents are 7 days before deadlines for new filers/appointed candidates. The City of Albany has had an election filing period of August 5-August 20 since Ord No. 2799 was adopted in 1958. Under the current structure incumbents would have approximately 7 days to file, while new filers would have approximately 15 days. Glover said that staff was proposing to amend the filing period to August 1 and to end at the deadline established by state law; which would provide more time for filers. He said that the proposed ordinance would also provide a variety of other enhancements. Overall the changes were designed to modernize the code, reduce costs, provide efficiencies, expand access to the candidate filing process, provide clarity of elections deadlines, and ensure alignment with state law.

Council discussed the proposal and asked questions.

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

MOTION: McGhee moved to read the ordinance for the second time in title only. Van Drimmelen seconded the motion which passed 6-0.

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

MOTION: McGhee moved to adopt the ordinance. Van Drimmelen seconded the motion which passed 6-0, and the ordinance was designated as ORD NO. 6080.

Resolutions- Award of Contract for W-26-03-CC, North Albany Water Pump Station Study in the amount of \$67,505 **7:20 p.m.**

City Engineer Staci Belcastro presented. She said this item is for predesign services for North Albany Water Pump Station.

Thomson said the 2024 Water Master Plan identified this need, but he was curious if the previous water master plan also identified it? Belcastro said that the previous water master plan was from 2004, and did not identify the need.

Thomson said that if it is driven by growth between 2004 and 2024 he sees SDC's (System Development Charges) as a way to pay for this. Belcastro said that the project is funded from water capital funds, it would be eligible to be partially funded from SDC's, but there are not sufficient SDC's to cover the cost. She said that SDC's basically cover debt payments, and there is not much left to cover projects.

MOTION: Van Drimmelen moved to adopt the resolution and award the contract. Smith seconded the motion. It passed 6-0, and was designated as RES NO. 7501.

Resolutions- Request for City Water Service for Property Outside City Urban Growth Boundary Juan Carlos Orozco and Luz Maria Lopez 4714 Springhill Drive **7:25 p.m.**

City Engineer Staci Belcastro presented. She said that the property owners' well is 385 foot deep and went dry shortly after they purchased the property. The applicants have been getting water from neighbors via garden hose, or trucking water from family members who live elsewhere. She said that water is not extended outside the urban growth boundary without Council approval. The applicant has to pay all costs, and would pay a 10% surcharge compared to regular city water customers.

Smith asked how long the water line was? Van Drimmelen said that he measured it with Info Hub GIS and it was about 250 feet.

McLeod asked if this would cost the city any money? Belcastro said Water Distribution supports the install. It helps with water flow on outer service areas. It should not cost the city anything as the city is already maintaining the water service main. Private connections are paid for and maintained by the property owners.

Thomson asked if staff could provide an estimate of how many people in the area could come up with a similar problem at some point? Belcastro said that staff utilize a map. The City has a policy where a previous parcel serviced by the county water district, which existed when Albany took over the water district, is allowed one service connection.

Thomson asked if customers pay the city services fee? Belcastro said she was uncertain, but the customers do pay a 10% water surcharge.

Van Drimmelen said that this seems like a hardship, given the issues in drilling a new well.

MOTION: Smith moved to adopt the resolution to provide water service outside the UGB to 4714 Springhill Drive. McLeod seconded the motion which passed 6-0. It was designated as RES NO. 7502

Adopt by motion- Contract Award ST-26-03, Hill Street Overlay, Highway 99E To Queen Avenue to Roy Houck Construction LLC, to pave an asphalt overlay and construct new storm drain pipes in the amount of \$1,413,897.50 7:32 p.m.

City Engineer Staci Belcastro presented. She said that three bids were received from low bid of \$1.4 million to \$1.56 million, the engineers estimate was \$1.5 million.

She said that Hill Street was reconstructed with the 1998 General Obligation Bond, an overlay will preserve pavement and add the lowest lifecycle cost which will include 1000 feet of storm drain pipe. There is frequent flooding at the intersection of 12th and Hill Street. She said the project is overbudget by approximately \$355,000, but there are sufficient reserves and the Front Street Storm Drain project had a cost savings of \$200,000, which should help offset the cost increase.

MOTION: Van Drimmelen moved to award the contract. Thomson seconded the motion which passed 6-0.

Business from the Council

7:37 p.m.

McLeod said Happy Pride Month and that clean water is a necessity and she was glad the city was able to help with the city water service situation.

Van Drimmelen said that he would like a discussion of the transportation utility fee to be reviewed by the council again soon, with it indexed to inflation. Council discussion ensued and there was general council consensus to proceed. Newton said that she would like to research a prepared foods tax to fund streets.

Newton said that she wanted staff to look into the feasibility of text alerts, new resident utility account postcards/resource guides, staffing support for coffee with a councilor, acquiring an easement on 53rd Ave.

Newton said that she talked to Bill Root and city staff regarding the earlier discussed septic/sewer situation. She requested staff look into tools, options, grants, low interest loans, utility financing mechanisms, assessment mechanisms, hardship deferrals or other ways to make sewer connections more affordable. Thomson said that he wondered what the sewer connection would have cost if it was made in 1990? Troedsson said that he would have to research that. Thomson said that there is a distinction between a property outside of the UGB and someone within the City.

Smith said that she would like to thank Councilor Van Drimmelen for bringing up the street maintenance fee idea. Anyone who has prepared foods delivered to a house would be paying the fee. She said that she received concerns from two constituents about storage pods/containers being parked in driveways for more than 30 days. The development code says that they can't be there for more than 30 days, and the most current one has been at a property for 6 months. Smith said she wondered if the municipal code and the Albany Development Code could be linked, or the livability section amended to pick it up.

McGhee said that she received a constituent contact about smells coming from ATI in Ward 3, and it seems that every year folks are concerned.

McGhee requested that a parliamentary procedure refresher be given to council, and review of the city council manual on a future agenda. It is continued professional education.

Johnson said that the street maintenance fee is good, and he has heard concerns about the ATI smell as well.

Johnson said that he received a lot of communications about the Simpson Timber Property.

City Manager Reports

8:02 p.m.

City Manager Peter Troedsson said that there is already a street maintenance fee in effect. The rate needs to be established by council resolution, as at this point the rate is \$0. It is indexed to inflation. He said a discussion would come back on that and a local fuel tax.

Next meeting dates

Monday, June 22, 2026; 4:00 p.m. work session

Wednesday, June 24, 2026; 6:00 p.m. meeting

ADJOURNMENT

There being no other business, the meeting was adjourned at 8:04 p.m.

Respectfully submitted,

Reviewed by,

Erik Glover
City Recorder

Peter Troedsson
City Manager

**Documents discussed at the meeting that are not in the agenda packet are archived in the record. Documents from staff are posted to the website after the meeting. Documents submitted by the public are available by emailing cityrecorder@albanyoregon.org.*



MEMO

TO: Albany City Council
VIA: Peter Troedsson, City Manager
FROM: Rochelle James, Administrative Assistant
DATE: May 27, 2026 for the June 24, 2026, City Council Meeting

SUBJECT: Annual Liquor License Renewals

Purpose:

Council approval for these annual liquor license renewals

Background/Discussion:

The following is a list of businesses that have applied for liquor license renewal. These businesses have paid their fees:

Albany Liquor	He Got All The Whiskey, LLC	2530 Pacific Blvd SE
North Albany IGA	North Albany Supermarket	621 Hickory St NW
Bi-Mart #606	Bi-Mart Corp	2272 Santiam Hwy SE
Brick & Mortar Café	Brick & Mortar Care, LLC	222 1 st Ave SW #110-120
Casetta De Pasta	Casetta Di Pasta, LLC	300 2 nd Ave SW #112
Cooper's	CBW Food Company, LLC	1917 Pacific Blvd SE
Costco Wholesale #682	Costco Wholesale Corp.	3130 Killdeer Ave SE
Dinghow Buffet & Grill	Dinghow Buffet & Grill, LLP	2732 Pacific Blvd SE
Elmer's Breakfast Lunch Dinner	Elmer's Restaurants, Inc.	2802 Santiam Hwy SE
Favorite Mistake	Nyquist Hospitality, Inc.	5420 Pacific Blvd SW
Grocery Outlet Albany	Grocery Outlet, Inc.	1950 14 th Ave SE
Hwy 20 Truck Stop	INR, Inc.	4196 Santiam Hwy SE
Jinda Thai Restaurant	Bai Bua Thai Kitchen, LLC	236 1 st Ave SW
Kaiyo Sushi	Golden Ocean, Inc.	2826 Santiam Hwy SE
Lake Shore Lanes	Nyquist Bowl, Inc.	5432 Pacific Blvd SW
Linger Longer Tavern	Ruth Smith Enterprises, Inc.	145 Main St SE
Loafers Station	D.J.R. Enterprises, LLC	222 Washington St SW
Lucky Larry's Lounge	AMKO, Inc.	1295 S Commercial Way SE
Margin Coffee	Margin Coffee, LLC	206 2 nd Ave SW
People Mart 12	RK Petroleum, Inc.	1208 Pacific Blvd SE
Rancho Hacienda Real	Rancho Hacienda Real, Inc.	2845 Santiam Hwy SE
Safeway Store #1659	Safeway, Inc.	1990 14 th Ave SE

Stop N Save Market #8	Preet, Inc.	1737 Salem Ave SE
Taqueria Alonzo	Taqueria Alonzo and Dos Arbolitos, LLC	250 Broadalbin St SW
US Market #170	US Market #170, LLC	2211 Waverly Dr. SE #7
US Market #180	US Market #180, LLC	1709 Hill St SE
US Market #250	US Market #250, LLC	1012 34 th Ave SE
US Mini Mart 21	New Gary, Inc.	2515 Geary St SE
Vault 244	Vault 244, Inc.	244 1 st Ave SW
West Albany Towne Pump	Younger Oil Company	522 Pacific Blvd SW
Wheeler Dealer Liquidation	J & B Liquidators, Inc.	1740 Geary St SE
Wine Crush	Wine Crush, LLC	329 2 nd Ave SW
Yellow Flamingo	WC Operating Co, LLC	1119 Santiam Hwy SE #1123

Strategic Plan Impact:

None

Budget/Staff Impact:

Revenue of \$1960

RJ



MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Rochelle James, Administrative Assistant

DATE: June 10, 2026, for the June 24, 2026, City Council Meeting

SUBJECT: Annual Liquor License Renewals

Purpose:

Council approval for these annual liquor license renewals

Background/Discussion:

The following is a list of businesses that have applied for liquor license renewal. These businesses have paid their fees:

7-Eleven #23216D	Jasbir Ghuman Enterprises, Inc.	1815 Queen Ave SE
7-Eleven #38802A	Aulakh & Ghumman Enterprises, Inc.	300 Queen Ave SE
7-Eleven #38799A	Aulakh & Ghumman Enterprises, Inc.	333 34 th Ave SE
7-Eleven #21911E	Paras Enterprises, Inc.	6190 Pacific Blvd SW
VFW Post #584	VFW Post #584	1469 Timber St. SE
Abby's Legendary Pizza	Abby's, LLC	3033 Santiam Hwy SE
Los Tequilas	Los Tequilas, Inc.	2525 Santiam Hwy SE
Dari Mart Store #21	Dari-Mart Stores, Inc.	1005 Queen Ave SW
Dari Mart Store #22	Dari-Mart Stores, Inc.	105 Clover Ridge NE
The Squeaky Cork	The Squeaky Cork, LLC	136 1 st Ave SW
Chevron Extra Mile	VIRK Petroleum Albany, LLC	321 Airport Rd SE
Cork and Bottle	Saleem S. Noorani	1236 Pacific Blvd SE
Cascade Grill & Bar	Cascade Grill & Bar, LLC	110 Opal St NE
The Food Store	Ceco, Inc.	4175 Santiam Hwy SE
Momiji Japanese Restaurant	Yong's, Inc.	641 Hickory St NW
The Barn at Hickory Station	2 Hovs and a Tubbs, LLC.	640 Hickory St NW
Southpaw's Perfect Pizza and Sports Pub	ZNE Corp.	560 Hickory St NW Ste 102
Target Store T-0609	Target, Corp.	2255 14 th Ave SE

Applebee's Neighborhood Bar and Grill	Apple Oregon, LLC.	1525 Geary St SE
Thai Express (Charli's on I-5)	Ukiah Partnership, LLC.	325 Airport Rd SE

Strategic Plan Impact:

None

Budget/Staff Impact:

Revenue of \$1050.00

RJ



TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Jenn Ambuehl, Budget Manager
Jeanna Yeager, Finance Director

DATE: May 15, 2026, for the June 24, 2026, City Council Meeting

SUBJECT: 2025-2027 Appropriation Transfer Resolution APT 261201

Purpose:

Approve, via resolution, the proposed 2025-2027 appropriation transfers

Background/Discussion:

These budgetary adjustments meet the requirements of ORS 294.463 which allows for changes by resolution, to move appropriations between existing appropriation categories within a fund or between two funds, or to transfer appropriations and resources from a fund to any other fund. The proposed transfers, by fund and function, are presented below.

General Fund – net increase to appropriation \$117,600

- Eliminate the unnecessary transfer to the Risk Management Fund for the PERS payment. This payment is made through a PERS payroll charge and should not have been budgeted as a General Fund transfer - (\$2,095,700).
- Increase appropriations within the Public Safety function to cover the higher than anticipated personnel and utility costs and liability insurance premiums - \$957,078.
- Increase appropriations within General Government to cover the following - \$1,138,622:
 - Correction of the Judge’s salary, which was originally mis-budgeted and increase contracts for higher than anticipated number of citations.
 - Adjustment for the transfer of Abatement org beginning fund balance that was inadvertently budgeted within Central Services Fund.
 - Increase the transfer to the Building Fund to correct mis-budgeted FTE splits, offset by a reduction in wages and benefits to establish the transfer.

Grants Fund - net increase to appropriations \$310,000

- Eliminate the transfer to the Capital Replacement Fund and increase appropriations within Public Safety for the purchase of a fire engine – \$0.
- Increase appropriations within Public Works for project costs originally anticipated for FY25 but deferred to FY26. Funded by transfers from the Economic Development and Street Funds established below - \$310,000.

Building Fund – net increase to appropriations \$676,868

- Increase appropriations within General Government for adjusted personnel costs associated with the corrected FTE. Funded by the transfer from the General Fund established above - \$678,868

Economic Development Fund – net increase to appropriations \$0.

- Reduce appropriations within Public Works operations to establish a transfer to the Grants Fund for the project costs noted above - \$0.

Capital replacement fund – net increase to appropriations \$14,600

- Increase appropriations within General Government to reflect the movement of Abatement IT equipment replacement and other equipment replacement previously housed in Central Services Fund. Funded by a transfer established within Central Services Fund below - \$14,600.

Street Fund – net increase to appropriations \$0

- Reduce appropriations within Public Works operations to establish a transfer to the Grants Fund for the project costs noted above - \$0.

Central Services Fund – net increase to appropriations \$0

- Establish a transfer appropriation to move budget authority to the General Fund and Capital Replacement Fund for Abatement that was inadvertently budgeted within the fund. Offset by a reduction within General Government that removes the Abatement budget authority from this fund - \$0.
- Reduce contingency to increase appropriation authority within General Government to allow the creation of transfers within the forthcoming Supplemental Budget SBA 261201. Also includes housekeeping item of balancing the budgets on a small number of Org codes - \$0.

Strategic Plan Impact:

Effective Government – Ensure compliance with all federal and state regulations relating to municipal services.

Budget/Staff Impact:

Net increase to appropriations of \$1,119,068

Staff Recommendation:

Staff recommend City Council approve the appropriation transfer resolution as presented.

Attachments:

1. Resolution



RESOLUTION NO. _____

A RESOLUTION TRANSFERRING APPROPRIATIONS FOR THE 2025-2027 BIENNIUM

WHEREAS, THE Albany City Council adopted a budget for the 2025-2027 biennium on June 18, 2025; and

WHEREAS, ORS 294.463 allows appropriation to be transferred after the budget has been adopted; and

WHEREAS, there have been occurrences which were not anticipated at the time of budget adoption, which require prompt action, and are necessary to meet the needs of the organization.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the appropriations in the 2025-2027 biennium be transferred as shown below and are hereby approved for the 2025-2027 biennium.

GENERAL FUND (100)			
	Budget Adopted	Appropriation Transfer Resolution	Budget Revised
<i>Operating Programs</i>			
General Government	\$ 9,769,200.00	\$ 579,354.00	\$ 10,348,554.00
Public Safety	94,983,800.00	957,078.00	\$ 95,940,878.00
Culture & Recreation	8,066,400.00	-	\$ 8,066,400.00
<i>Transfers</i>	2,301,500.00	(1,418,832.00)	\$ 882,668.00
<i>Contingency</i>	4,004,900.00	-	\$ 4,004,900.00
<i>Reserved</i>	3,278,600.00	-	\$ 3,278,600.00
Total	\$ 122,404,400.00	\$ 117,600.00	\$ 122,522,000.00

GRANT FUND (203)			
	Budget Adopted	Appropriation Transfer Resolution	Budget Revised
<i>Operating Programs</i>			
General Government	\$ 2,163,900.00	\$ -	\$ 2,163,900.00
Public Safety	6,318,875.00	700,000.00	\$ 7,018,875.00
Public Works	1,050,900.00	310,000.00	\$ 1,360,900.00
Culture & Recreation	923,200.00	-	\$ 923,200.00
<i>Transfers</i>	834,600.00	(700,000.00)	\$ 134,600.00
Total	\$ 11,291,475.00	\$ 310,000.00	\$ 11,601,475.00

BUILDING INSPECTION FUND (204)

	Budget Adopted	Appropriation Transfer Resolution	Budget Revised
<i>Operating Programs</i>			
General Government	\$ 4,346,700.00	\$ 676,868.00	\$ 5,023,568.00
<i>Reserved</i>	2,767,900.00	-	\$ 2,767,900.00
Total	\$ 7,114,600.00	\$ 676,868.00	\$ 7,791,468.00

ECONOMIC DEVELOPMENT FUND (211)

	Budget Adopted	Appropriation Transfer Resolution	Budget Revised
<i>Operating Programs</i>			
General Government	\$ 5,139,900.00	\$ -	\$ 5,139,900.00
Public Works	923,300.00	(30,000.00)	\$ 893,300.00
<i>Transfers</i>	710,300.00	30,000.00	\$ 740,300.00
<i>Reserved</i>	2,150,300.00	-	\$ 2,150,300.00
Total	\$ 8,923,800.00	\$ -	\$ 8,923,800.00

CAPITAL REPLACEMENT FUND (217)

	Budget Adopted	Appropriation Transfer Resolution	Budget Revised
<i>Operating Programs</i>			
General Government	\$ 1,920,200.00	\$ 14,600.00	\$ 1,934,800.00
Public Safety	3,590,400.00	-	\$ 3,590,400.00
Public Works	2,113,800.00	-	\$ 2,113,800.00
Culture & Recreation	1,552,800.00	-	\$ 1,552,800.00
Total	\$ 9,177,200.00	\$ 14,600.00	\$ 9,191,800.00

STREET FUND (250)			
	Budget Adopted	Appropriation Transfer Resolution	Budget Revised
<i>Operating Programs</i>			
Public Works	\$ 36,531,800.00	\$ (280,000.00)	\$ 36,251,800.00
Transfers	-	280,000.00	\$ 280,000.00
Contingency	408,600.00	-	\$ 408,600.00
Total	\$ 36,940,400.00	\$ -	\$ 36,940,400.00

CENTRAL SERVICES FUND (701)			
	Budget Adopted	Appropriation Transfer Resolution	Budget Revised
<i>Operating Programs</i>			
General Government	\$ 21,279,000.00	\$ 71,900.00	\$ 21,350,900.00
Culture & Recreation	2,589,300.00	-	\$ 2,589,300.00
Transfers	-	132,200.00	\$ 132,200.00
Contingency	1,486,000.00	(204,100.00)	\$ 1,281,900.00
Total	\$ 25,354,300.00	\$ -	\$ 25,354,300.00

DATED AND EFFECTIVE THIS 24TH DAY OF JUNE 2026.

Mayor

ATTEST:

City Recorder



TO: Albany City Council
VIA: Peter Troedsson, City Manager
FROM: Erik Glover, City Recorder
DATE: June 15, 2026 , for the June 24, 2026 City Council Meeting

SUBJECT: Receipt of 2026 Candidate Elections Calendar

Purpose:

To present information regarding elections deadlines for the 2026 candidate election

Background/Discussion:

On June 10, 2026 the Albany City Council adopted Ordinance 6080, amending the Albany Municipal Code relating to Nomination and Election of Officers. Staff has prepared and incorporated an elections calendar with key deadlines. The elections calendar will also be displayed on the elections webpage of the City, as part of standard election season operations.

CITY OF ALBANY
2026 CALENDAR FOR CANDIDATES

DATE	DESCRIPTION
August 1, 2026	First day for candidates to file for candidacy with the City Recorder (Either by Fee \$5 or Petition)
August 18, 2026 by 5 p.m.	Filing Deadline for Incumbent Candidates
August 25, 2026 by 5 p.m.	Filing Deadline for Non-Incumbent Candidates
August 28, 2026 by 5 p.m.	Last day to for candidate to withdraw
November 3, 2026	ELECTION DAY

Staff Recommendation:

No staff recommendation, no action is required, this item is informational only.

Alternatives:

1. NA

Attachments:

1. NA



ALBANY

2025 Annual Report

Promoting a thriving region through service, connectivity, and innovation.

SENIOR & DISABILITY SERVICES

AGING & DISABILITY RESOURCE CONNECTION (ADRC)

The ADRC is a **free** service providing a single point of entry to resources, information, and assistance on issues affecting older adults and people with disabilities regardless of their income.

1,193 LINN COUNTY
CONSUMERS SERVED

CALL THE ADRC TODAY

 **855-673-2372**



ADULT PROTECTIVE SERVICES (APS)

Trained APS workers respond to reports of physical, financial, and other types of abuse, mistreatment, and neglect of older adults and people with disabilities.

1,172 CALLS RECEIVED

CASE MANAGEMENT & LONG TERM CARE

3,180 total cases supported across the region, including for those receiving in-home care, in a nursing facility, assisted living center, residential care facility, or Adult Foster Home.

862 RESIDENTS SUPPORTED

Serving fresh, nutritional meals to older adults, along with wellness checks and social connection, empowering clients to be safe and independent in their homes.

 **77,482**
MEALS SERVED

 **76,169**
HOME DELIVERIES

 **850**
IN-PERSON MEALS

 **463**
FOOD BOXES

COMMUNITY SERVICES PROGRAMS



**AmeriCorps
Seniors**



FOSTER GRANDPARENT PROGRAM

We partner with schools and more to provide the Foster Grandparent program, connecting volunteers aged 55+ with children 3 - 18 years old to gain personal and academic confidence.

5

PROGRAM PARTNERS

3

NATIONAL SERVICE MEMBERS

SENIOR COMPANION PROGRAM

Senior Companion volunteers provide assistance and friendship to older adults who have difficulty with daily tasks, such as shopping or paying bills. Through this program, volunteers keep seniors independent longer and provide respite to family caregivers.



12

CLIENTS SERVED

2

NATIONAL SERVICE MEMBERS

SENIOR HEALTH INSURANCE BENEFITS ASSISTANCE PROGRAM (SHIBA)

The Senior Health Insurance Benefits Assistance (SHIBA) program, administered by Cascades West on behalf of the State of Oregon, educates and advocates for residents as they navigate Medicare. Through one-on-one counseling and Medicare education classes, SHIBA helps beneficiaries understand their coverage options, timelines, and annual changes, enabling them to make informed healthcare decisions.

283

BENEFICIARIES SERVED



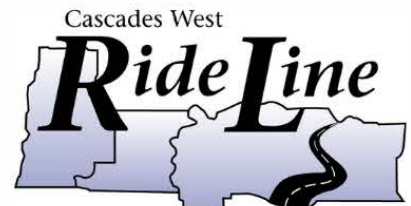
Across the region, beneficiaries consistently describe SHIBA counselors as **kind, patient, and deeply knowledgeable**.

They leave feeling confident, supported, and grateful for a service that makes a complicated system clearer and more manageable.

COMMUNITY & ECONOMIC DEVELOPMENT

CASCADES WEST RIDE LINE (CWRL)

Cascades West Ride Line (CWRL) provides Non-Emergent Medical Transportation (NEMT) and mileage reimbursement for eligible clients traveling to and from covered services.



Serving Linn, Benton and Lincoln County Residents



57,535

**TRIPS PROVIDED
IN ALBANY**



4,402,414

**MILES TRAVELED REGIONALLY, ENOUGH
TO DRIVE AROUND THE EARTH 177 TIMES!**

2025

Work & Education

Head Start

ANNUAL REPORT

Utility Assistance

Building communities where every person has equitable access to resources to build brighter futures. Here's a snapshot of our 2025 impact.

Health & Wellbeing

LINN BENTON FOOD SHARE

Food



CSC
Community Services
CONSORTIUM



TABLE OF CONTENTS

We are the Community Action Agency for our region dedicated to providing short term stability services and long term transformation for our communities, families, and individuals.

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FOREWORD FROM OUR DIRECTORS

We have the privilege and responsibility of looking beyond any single program, year, or challenge to focus on the long-term well-being of our region.

That perspective makes one thing clear. **The need in our region is growing, and the future feels uncertain for many of our neighbors.** Housing affordability, climate impacts, workforce shortages, and economic instability are not isolated issues. They are deeply connected, and they require thoughtful, coordinated solutions.

What gives me hope is how this organization responds. **We listen, adapt, and invest in approaches that stabilize people today while building resilience for what comes next.** The work highlighted in this report shows what is possible when we align services, partnerships, and resources around people's real lives.

We do a great deal with what we have. But sustained impact requires sustained support from partners, donors, and community members who believe in this work.

As you read through this report, I invite you to see not only what we have accomplished, but what your partnership makes possible as we continue to serve. Together, we can ensure that everyone we are fortunate to call a neighbor has access to what they need to live healthy, happy, and full lives.

Thank **you** for choosing to be part of this work.




Ryan Vogt
Executive Director

Every day at Community Services Consortium, **our staff show up ready to respond to what our communities need, right when they need it.**

In 2025, those needs were significant. Families across our region continued to face rising costs, housing instability, food insecurity, and an increasing strain just to meet basic necessities. The affordability crisis is no longer a looming concern. It is the daily reality for many of the people we serve, including individuals and families who never expected to need support.

Through it all, our teams met these challenges with care, creativity, and determination. Whether helping a family stay housed, ensuring a child receives a strong start through early childhood education, keeping the heat on during a time of loss, or walking alongside someone as they work toward stability and employment, this work is deeply personal and grounded in dignity.

This report reflects the strength of our staff, the trust our communities place in us, and our shared belief that people deserve more than crisis response. **They deserve opportunity, stability, and support that meets them where they are and takes them where they want to go.**

I am incredibly proud of the work we accomplished together this year, and deeply grateful to the staff, partners, volunteers, and supporters who made it possible.




Kayla Hatley
Agency Director

WHO WE ARE

CSC is powered by nearly 200 dedicated staff and hundreds of community partners, delivering wrap-around services across six counties to meet basic needs and support long-term stability.

We offer comprehensive social, workforce, and economic programs in Linn, Benton, and Lincoln Counties, with additional workforce development offerings in Marion, Polk, and Yamhill Counties.

For over 45 years, CSC is reducing poverty and strengthening communities across our region.



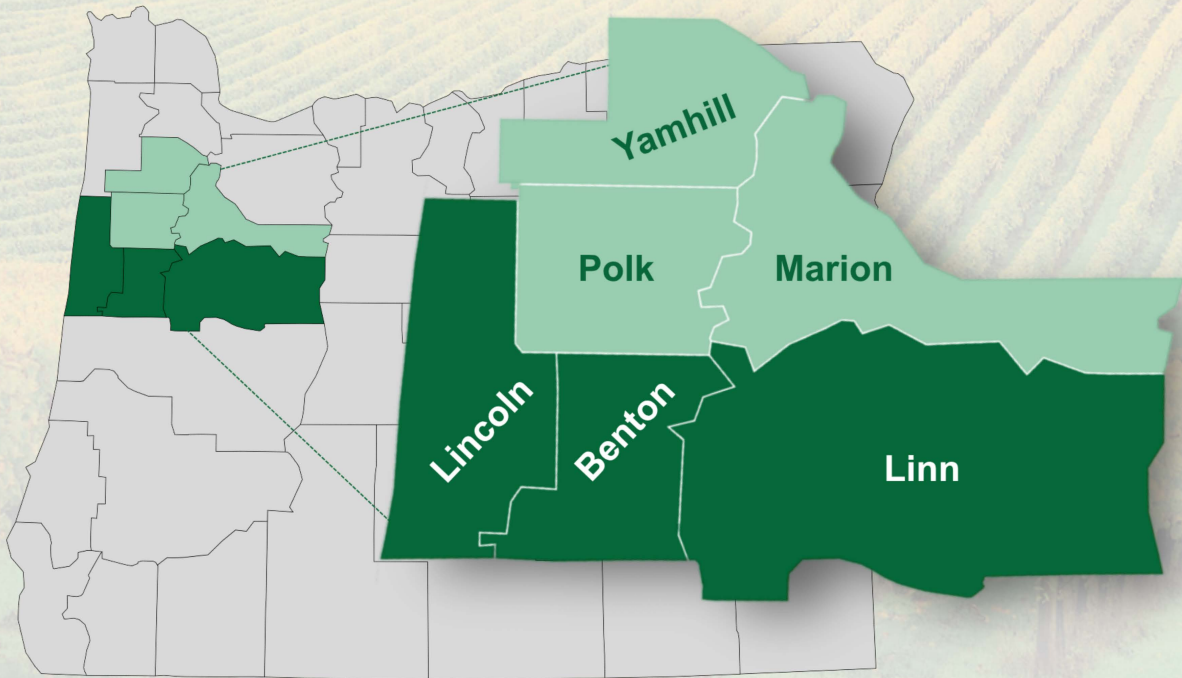
VISION

Communities where every person has equitable access to resources to build brighter futures.



MISSION

We are a community leader, providing vital services with collaborative partners to empower the people of Linn, Benton, and Lincoln Counties and the surrounding areas to positively transform lives.



GOVERNING BOARD

LINCOLN COUNTY

Walter Chuck (*Vice Chair*)

Casey Miller

Claire Hall (*in memoriam*)

BENTON COUNTY

Gabe Shepard (*Chair*)

Nancy Wyse

Pat Malone

LINN COUNTY

Sherrie Sprenger (*Secretary*)

Roger Nyquist

William Tucker

Our Board is governed by elected **County Commissioners** in our service area. Members serve concurrently with their elected county terms, and their board service ends when their time in office ends.

We are on a mission
*to empower people across
our region and positively
transform lives.*



HOUSING

CSC helped people find and keep stable housing. We reduced barriers and supported housing stability so individuals and families could remain safely housed.



UTILITIES

CSC supported household stability by preventing utility shutoffs. We also improved long-term home efficiency to help people maintain safe, livable homes.



FOOD

CSC strengthened food access across the region through coordinated distribution and local partnerships. Our work helped ensure food reached communities where it was needed most.



FAMILIES

CSC supported children and families through early learning and whole-family services. This work promoted healthy bonding, positive parenting, and child well-being.



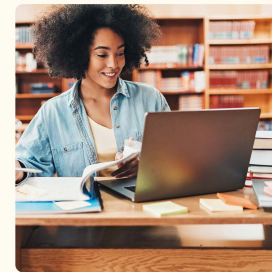
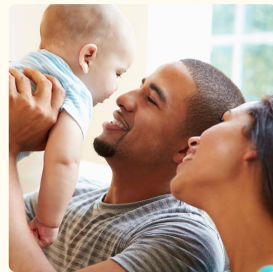
CAREERS

CSC supported youth and adults as they built skills, gained experience, and advanced along education and career pathways. Our approach focused on long-term opportunity and stability.



HOPE

CSC connected people to coordinated services and supports across programs and systems. This work helped people move forward and positively transform their lives.



Helping People. Changing Lives.



\$14.2M

total community investment in 2025



76,994

households supported



335,498

individuals impacted

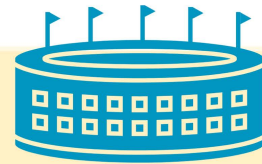


\$1.9M

donations received

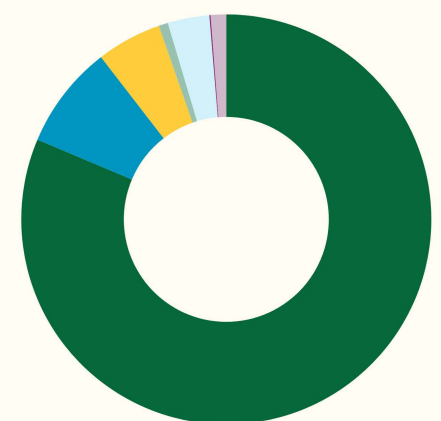
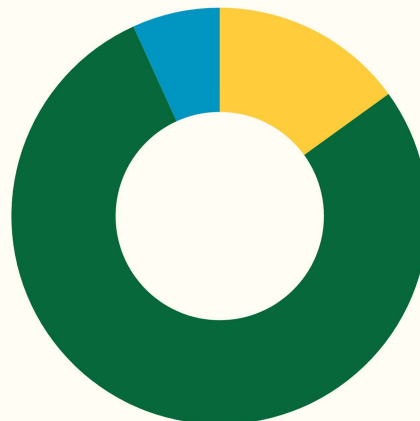
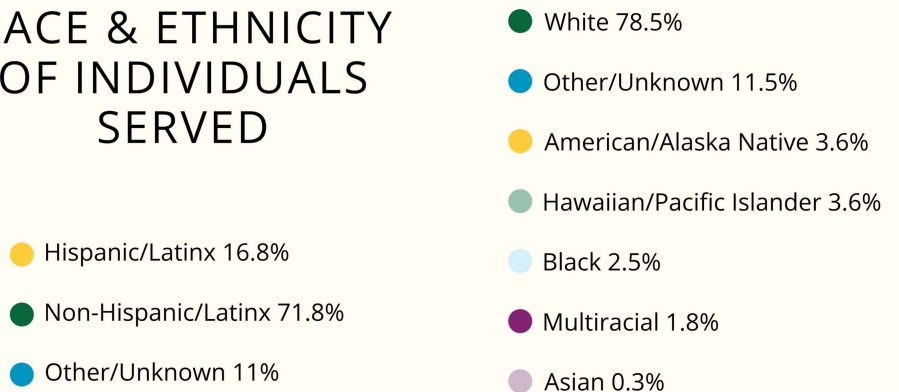
Thank you to our generous community!

*This could fill OSU's Reser Stadium over **10 times!***



Due to the low barrier nature of food services, there is the possibility of duplicated counts.

RACE & ETHNICITY OF INDIVIDUALS SERVED



53,167

volunteer hours donated from local community members



HOUSING & HOMELESS SERVICES

Supportive services and reducing barriers to help people access and maintain housing.



1,371

individuals served with housing and homeless services



1,077

individuals prevented from eviction and homelessness



288

households with children served



33

graduates of Rent Well tenant education



A SAFE PLACE TO CALL HOME

After fleeing domestic violence, a single father and his two young children found safety in a local emergency shelter. Through close coordination among a variety of providers and supports, the family received timely assistance during a challenging and vulnerable period.

Together, CSC and our partners helped the family secure an affordable home and obtain assistance with their security deposit, removing the final barriers to housing. Today, they are safely housed in a place they can sustain, demonstrating what is possible when community partners work together to respond quickly and effectively to housing crises.

HOUSING STABILITY INVESTMENTS

\$2.3M

in eviction prevention and rehousing efforts

These funds stabilized households, helped people secure new housing, prevented displacement, and helped families obtain or maintain safe, stable homes.

\$1.1M

supporting local shelters and organizations

We couldn't do what we do without our incredible housing partners. From coordinated entry and shelter providers to landlords, employers, and service organizations, collaboration allows us to reduce barriers and increase impact.

Together, we create pathways to stability and long-term success for our community.

ENERGY SERVICES

Utility assistance and home weatherization that improve safety and energy conservation.



5,709

households served with utility assistance



1,308

households with children received utility assistance



93

households received weatherization and no heat services



ENERGY SERVICES INVESTMENTS

\$3.8M in utility assistance support

These funds helped households stay connected to essential utilities during times of financial strain. By preventing shutoffs and reducing utility-related debt, utility assistance provided stability when people needed it most.

\$2.1M supporting energy-related home improvement efforts

Energy-related home improvements lowered monthly bills, reduced energy waste, ensured households had reliable heat, and improved property values.

Our energy services improve the safety, comfort, and efficiency of homes across our communities.



STABILITY DURING TRAGEDY

After losing her spouse to cancer, a woman was still grieving when her mother passed away only months later. As she worked to cover the final expenses for both of her loved ones, she discovered that the cremation service she contacted was fraudulent, charging her for services that were never provided. The unexpected financial loss quickly put her behind on rent and utilities, compounding an already overwhelming period of grief.

*As the threat of losing electricity became real, CSC's Utility Assistance program stepped in to bring her account current and prevent disconnection. **This support provided stability and care during one of the most difficult periods of her life, when she needed it most.***

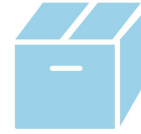


LINN BENTON FOOD SHARE

Regional food distribution and innovative partnerships to stimulate the local food economy.



520,455*
individuals received food support services



73,464
emergency food boxes supplied



810,456
pounds of fresh produce distributed

**Due to the low barrier nature of food services, there are duplicated counts.*

FEED THE NEED

COMING TOGETHER TO FEED THE NEED

Delays in SNAP benefits caused by the 2025 government shutdown created immediate and widespread hardship for individuals and families across Linn, Benton, and Lincoln counties. Household food access was suddenly disrupted, pushing many families into crisis.

*As demand surged, **LBFS had to increase its monthly food budget by five times to meet the needs of the region.***

*In response, the Feed the Need Challenge mobilized community members and businesses in a grassroots fundraising effort that raised more than \$150,000, ensuring LBFS could continue meeting rising food support needs. This collective action helped prevent SNAP disruptions from becoming a wider crisis and demonstrated the power of a community united around food access and care for one another. **As affordability challenges persist, sustained support for LBFS remains essential.***

ENSURING EVERYBODY EATS

5.1M pounds of food distributed

Through a robust network of 68 local non-profit partners, we helped ensure consistent access to food across the region and **provided over 4 million meals.** We moved food quickly and efficiently to where it was needed most, strengthening the local food system.

321K emergency meals served

Emergency meals provided immediate relief for individuals and families facing food insecurity across the region.

These efforts ensured food remained accessible during moments of crisis and helped stabilize and support our communities.



HEAD START

Free, comprehensive preschool education for children ages 3-5 & supportive services for families.



children enrolled and families supported



families received home visits to provide holistic support services



free vision, hearing, and developmental screenings



FOUNDATIONS FOR LIFELONG SUCCESS

STRONG STARTS

Head Start nurtures learning, social-emotional development, and health from critical growth periods in children's lives giving children the skills and confidence they need to enter school ready to succeed.

FAMILY PARTNERSHIPS

By removing barriers to high-quality education and offering family support services, Head Start partners with parents and caregivers, empowering them as their child's first teachers and strengthening family stability during a formative stage of life.

LASTING IMPACTS

Comprehensive early childhood education supports positive health and life outcomes for children and recognizes that **investing in children also means investing in the stability, well-being, and strength of the families who care for them.**

THE POWER OF FAMILY PARTNERSHIPS

When a child with autism transitioned from Early Childhood Special Education into one of our Head Start classrooms, their family felt anxious about entering a community preschool setting.

Working together, the family, education team, and Head Start staff created a gentle "soft start" plan that supported the child's unique needs.

*Just months later, the family shared meaningful changes. **Communication and social skills improved, independence increased, friendships formed, and the child became more comfortable self-regulating in a group setting. At home and in the classroom, the child also began trying new foods.***

At a follow-up meeting, the team and family reflected on the progress together, a moment that ended in grateful, happy tears.

EDUCATION, EMPLOYMENT, & STABILITY

Wrap-around services centered in stability to build stronger, more resilient futures.



2,204

individuals served across services



1,214

individuals provided job readiness training



\$7.8M

invested in comprehensive stability & support services



PROVIDING PATHWAYS TO STABILITY

UPSTREAM SOLUTIONS

Whether participants are navigating crisis or working toward their next step, our programs build skills and career pathways that reduce instability and support long-term growth.

WHOLE-PERSON SUPPORT

Coaching and wrap-around services remove barriers to education and employment while stabilizing housing, health, and basic needs so participants can fully engage and succeed.

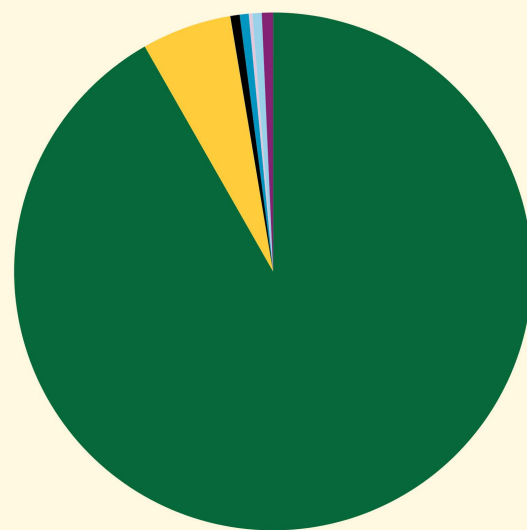
HOLISTIC STABILITY

Participants build skills, confidence, and a sense of purpose that supports meaningful work, improved well-being, and long-term self-sufficiency.

This transformational approach prepares participants for more than jobs.

It supports whole health, provides opportunity, and strengthens communities for the long term.

- Housing Support \$7,188,524
- Training Supports & Supplies \$438,124
- Health Care & Meals \$1,313
- Transportation Assistance \$45,611
- Clothing & Personal Care \$43,695
- Legal Services \$17,860
- Incentive Payments \$45,391
- Tuition & Fees \$54,592



WILDFIRE PREVENTION & RECOVERY PROGRAMS

CSC's wildfire prevention and recovery programs respond to increasing wildfire risk while creating meaningful workforce opportunities.

By combining hands-on mitigation work with paid employment and training, these programs protect communities, strengthen landscapes, and help participants rebuild stability after disaster.

“

This is my **dream job** and the **best job I've ever had.**

Former program participant, now wildfire prevention crew leader

”



337

acres treated

17,931

forest service hours

\$1.4M

invested

THE INNOVATION:

We've combined community protection, workforce action, and wildfire prevention in a single, integrated approach.

THE RESULT:

Risk is directly reduced through the creation of defensible space in high-risk areas, helping protect homes, forests, and critical infrastructure while also creating education and employment opportunities within the community.

RETURN ON INVESTMENT:

Each project strengthens environmental resilience while building local workforce capacity, delivering both immediate safety benefits and long-term community development.

LONG-TERM OUTLOOK:

This approach builds a sustainable model where climate mitigation, workforce development, and community preparedness reinforce one another. Over time, the program helps strengthen local systems that can respond to environmental risk while supporting economic mobility.

SUPPORTING RECOVERY & REBUILDING FUTURES

After losing their home in the September 2020 **Echo Mountain Complex Fire**, one Otis resident faced nearly a year of displacement. The emotional toll of the disaster made returning to work impossible, placing the household at serious financial risk.

CSC's **wildfire recovery assistance** provided rental and utility support during a critical period, preventing further housing loss and allowing time to heal.

That support became a pathway forward. In 2022, the participant joined CSC as a disaster case manager, helping others navigate recovery. What began as emergency assistance **grew into meaningful employment** and long-term stability. For this family, CSC's support didn't just aid recovery. It changed the course of their future.

CSC and Cascades West fit together like puzzle pieces.

Our strategic alignment allows us to deliver a comprehensive suite of social, workforce, and economic support programs, focused exclusively on workforce development services. Together, we ensure people of all ages and stages in our region have what they need to live healthy and stable lives.



Regional Convener

Bringing providers, governments, industries, and community members together across the region to **collaborate and make decisions.**

Community Action Agency

State-dedicated CAA for 46 years, providing a broad suite of anti-poverty and homelessness services that empower individuals.

Economic Development Hub

Partnering with regional governments to build more **sustainable and resilient communities**, businesses, transportation, and infrastructure.

Workforce Transformation

Hands-on **workforce development** that builds individual skills and strengthens local industries, supported by wrap-around services that promote long-term stability.

Supporting Vulnerable Populations

The **Area Agency on Aging**, providing support to seniors and people with disabilities with programs like **Case Management, Meals on Wheels** and **AmeriCorps Senior Programs.**

Foundations for Tomorrow

Meeting basic life essentials like food and housing and providing early interventions, such as **Head Start**, to build brighter futures.

HELP US CONTINUE MAKING AN IMPACT



TEXT

"CSC" TO 53-555



ONLINE

givebutter.com/csc-donate



MAIL

Community Services Consortium
250 Broadalbin Street SW
Suite 2A
Albany, OR 97321

This work is only possible because of **our community.**

Together with partners, volunteers, and supporters, **we respond to urgent needs while investing in long-term solutions that help our neighbors thrive.**

As challenges grow, sustained support ensures we can **continue** showing up with care, intention, and impact.

Thank you for standing with us.

Kayla Hatley
Agency Director



TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Jeanna Yeager, Finance Director

DATE: June 12, 2026, for the June 24, 2026, City Council Meeting

SUBJECT: Amendment to AMC Chapter 3.26 – Comcast Cable Franchise

Purpose:

To consider an ordinance amending Albany Municipal Code Chapter 3.26 relating to the cable television franchise with Comcast. The proposed amendments update franchise provisions to reflect current regulatory requirements, operational practices, and industry standards.

Background/Discussion:

Comcast currently provides cable television services within the City pursuant to the franchise provisions contained in AMC Chapter 3.26. The existing chapter has been amended several times over the years and contains provisions that no longer fully reflect current technology, regulatory requirements, or industry practices.

City staff and Comcast representatives have completed a comprehensive review of the franchise language and negotiated updates intended to modernize the chapter while preserving the City's authority to manage and protect the public rights-of-way. The proposed amendments update definitions, construction and relocation requirements, customer service standards, technical requirements, reporting provisions, and administrative processes. The revisions also align the franchise with current federal and state laws governing cable service providers.

The proposed ordinance adopts the revised franchise provisions contained in Exhibit A and replaces the existing provisions of AMC Chapter 3.26.

Strategic Plan Impact:

This action supports the City's Strategic Plan goal of providing effective government services and maintaining public infrastructure through clear and current regulatory standards.

Budget/Staff Impact:

The proposed amendments are not expected to have a direct budget impact. Franchise fee revenues will continue to be collected in accordance with applicable law and the franchise provisions. Staff impacts are limited to ongoing franchise administration and compliance monitoring.

Staff Recommendation:

Staff recommends that the City Council adopt the ordinance amending AMC Chapter 3.26 and approving the revised franchise provisions contained in Exhibit A.

Alternatives:

1. Adopt the ordinance as presented.
2. Direct staff to make additional revisions and return with an amended ordinance.

Attachments:

1. Ordinance Amending AMC Chapter 3.26
2. Exhibit A – Revised AMC Chapter 3.26 Franchise Provisions



ORDINANCE NO. _____

AN ORDINANCE AMENDING ALBANY MUNICIPAL CODE CHAPTER 3.26 RELATING TO THE CABLE TELEVISION FRANCHISE WITH COMCAST, AND ADOPTING REVISED FRANCHISE PROVISIONS

WHEREAS, the City of Albany has determined that Albany Municipal Code Chapter 3.26 should be updated to reflect current franchise practices, regulatory requirements, and operational standards; and

WHEREAS, Comcast currently operates within the City pursuant to the franchise provisions contained in AMC Chapter 3.26; and

WHEREAS, the City and Comcast have agreed to revisions to the franchise provisions; and

WHEREAS, the proposed revisions are set forth in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, the City Council finds that adoption of the revised franchise provisions is in the public interest.

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

Section 1: AMC Chapter 3.26 is hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

Section 2: To the extent that any provision of AMC Chapter 3.26 is inconsistent with Exhibit A, the provisions contained in Exhibit A shall control.

Section 3: This ordinance shall take effect 30 days after its adoption by the Albany City Council.

Passed by the Council: _____

Approved by the Mayor: _____

Effective Date: _____

Mayor

ATTEST:

City Recorder

Exhibit A

Article I. General Provisions

3.26.010 Franchise granted.

There is hereby granted by the City of Albany, hereinafter referred to as “~~City~~ Grantor,” to Comcast of Oregon II, Inc., authorized to conduct business in Oregon, their successors and assigns, hereinafter each referred to as “~~franchisee~~ Grantee,” the nonexclusive right and privilege to conduct business as a ~~cable service operator~~ Cable Service Operator as that term is defined in ORS [30.192](#) within the City and to place, erect, lay, maintain and operate in, upon, over and under streets, alleys, avenues, thoroughfares and public highways, places and grounds within the City, poles, wires and other appliances and conductors for all cable service purposes. Such wires and other appliances and conductors may be strung upon poles or other fixtures above ground, or at the option of the ~~franchisee~~ Grantee, its successors and assigns, may be laid underground, and such other apparatus may be used as may be necessary to properly operate and maintain the same.

Nothing in this agreement shall be construed to prevent the City (i.e. Grantor) from constructing and maintaining public infrastructure; from grading, paving, repairing, or altering any right-of-way or Public Place. If any of the Grantee’s cable service system interferes with Grantor’s infrastructure, the Grantee’s cable service system shall be removed or replaced as set forth in AMC 3.26.180.

3.26.020 Definitions.

For the purpose of this chapter, the following terms shall have the meaning given herein:

- (1) “Antenna” shall be the tower or device for receiving radio and/or television signals for redistribution through a closed circuit.
- (2) “Bridge” includes a structure erected within the City to facilitate the crossing of a river, stream, ditch, ravine, or other place, but does not include a culvert.
- (3) “Cable” is the distributing conductor or conductors for the transmission of radio and/or television signals in a closed circuit.
- (4) “Cable Act” means the Cable Communications Policy Act of 1984, as amended by the Telecommunications Act of 1996, and any other Federal amendments to said statutes.
- (5) “Cable system” shall have the meaning specified in the definition of “cable system” in Section 602(6) of the Cable Act.

(6) "Cable television system" or "CATV" means (a) the one-way transmission to subscribers of video programming or other programming service, and (b) subscriber interaction, if any, which is required for the selection of such video programming communication service.

(7) "City" means the City of Albany, Oregon, and the area within its boundaries as extended in the future.

(8) "Grantor" means the City of Albany, Oregon and the area within its boundaries as extended in the future.

(9) "Conduit" is an electrical raceway for the enclosure of electrical conductors and may consist of rigid conduit of electrical metallic tubing or plastic tubing.

(10) "Converter" means an electronic device that converts signals to a frequency not susceptible to interference within the television received of a subscriber and increases the number of channels the subscriber may select.

(11) "Council" means the legislative body of the City.

(12) "Customer," "user" or "subscriber" shall mean any person or entity lawfully receiving cable service.

(13) "Service area" means the legal boundaries of the City and including any areas annexed during the term of the franchise.

(14) "Franchisee Grantee" means Comcast of Oregon II, Inc., an Oregon corporation, its successors, legal representatives, or assigns.

(14) "Gross revenues" means any revenue derived by the Grantee from the operation of the Cable System to provide cable services in the Service Area, following Generally Accepted Accounting Principles ("GAAP"), consistent with federal and state law. However, such phrase shall not include: (a) any tax, fee or assessment of general applicability collected by the franchisee Grantee from customers for pass-through to a government agency, including the Federal Communications Commission user fee; (b) unrecovered bad debt; (c) advertising agency commissions and launch fees to the extent consistent with GAAP; and (d) franchise fees and any public, education and government (PEG) amounts received from customers. Gross revenues shall also not include revenue from any other sources or services unless and until such source or service is finally, specifically and expressly declared to be a cable service under Federal law or regulation, by Congress or the Federal Communications Commission. Grantee shall report gross revenues to the City using the accrual method of accounting, consistent with generally accepted accounting principles

("GAAP"). Nothing in this section shall impair the City's ability to challenge grantee's interpretation of GAAP.

(15) "Local" means Linn County, Oregon, or Benton County, Oregon.

(16) "May" is permissive.

(17) "Person" includes an individual, corporation, association, firm, partnership, and joint stock company.

(18) "Public place" includes any City-owned park, place, facility, or grounds within the City that are open to the public, but does not include a street or bridge.

(19) "Street" includes the surface, the air space above the surface, and the area below the surface of any public street, alley, avenue, road, boulevard, thoroughfare, or public highway, other public right-of-way, including public utility easements, but does not include a bridge or public place.

(20) "Shall" is mandatory.

(21) "Technical facilities" or "facilities" shall mean all real property, equipment, and fixtures used by franchisee Grantee in the distribution of its services through its system and includes, but is not limited to, poles, conduit, cables, wires, microwave transmitters, antennas, amplifiers, etc.

3.26.030 Grant of authority.

Subject to the conditions and reservations contained in this chapter, the City Grantor hereby grants to franchisee Grantee the right, privilege and franchise to:

(1) Construct, maintain, and operate a cable television system within the City; and

(2) Install, maintain and operate on, over, or under the streets, bridges and public places approved by the City, facilities for the transmission of electronic signals to be distributed to the City and to its inhabitants and to other customers and territory beyond the limits of the City; and

~~(3) Carry on a CATV subscription business for television systems, services, and radio and television signal distribution of closed circuit signals. (Ord. 5815 § 1, 2013).~~

3.26.040 Franchisee Grantee review.

As need arises, during the term of the franchise, the City may review the franchisee Grantee performance.

Recognizing that the field of cable communications is ever changing and to help achieve the goal of a continually advanced and modern cable communications system for the City Grantor, the franchisee Grantee and the City Grantor agree to the following review procedure:

(1) The City Grantor reserves the right to adopt rules and regulations controlling the procedures as set forth below and subjects for review sessions. In the absence of any action taken by the City Grantor to exercise these rights, franchisee Grantee shall be subject to at least the procedures and subjects described in this section.

(2) All periodic review sessions shall be open to the public and notice of sessions published in a newspaper of general circulation in the City. The franchisee Grantee shall be represented at these meetings by a representative of the corporation authorized to speak on behalf of the company on questions of corporate practice, policy, plans, or other matters concerning the cable communications system in the service area.

(3) Topics which may be discussed at any evaluation session include, but are not limited to, application of new technologies, system performance, programming offered, access channels, facilities and support, PEG channel broadcasts in high definition (HD) format, municipal uses of cable, customer complaints, amendments to this franchise, judicial rulings, FCC rulings, line extension policies, and any other topic the City Grantor and franchisee Grantee deem relevant, to the extent that these topics are not subject to current negotiations or confidential under Oregon law.

(4) As a result of these discussions, the City Grantor and the franchisee Grantee may mutually agree to negotiate modifications or revisions to the franchise. Negotiations are confidential under Oregon State or Federal law.

3.26.050 Rules of construction.

This chapter shall be construed liberally in order to effectuate its purposes. Unless otherwise specifically prescribed in this chapter, the following provisions shall govern its interpretation and construction:

(1) When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number.

(2) Time is of the essence for this chapter. Franchisee Grantee shall not be relieved of its obligation to comply promptly with any provision of this chapter by any failure of the City to enforce prompt compliance with any of its provisions.

(3) Unless otherwise specified in this chapter, any action authorized or required to be taken by the City may be taken by the Council or by an official or agent designated by the Council.

(4) Every duty and every act to be performed by either party imposes an obligation of good faith on the party to perform such.

3.26.060 Severability and constitutionality.

If any section, subsection, sentence, clause, or phrase of this chapter is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Council hereby declares that it would have passed ~~the ordinance codified in this chapter~~ and each section, subsection, sentence, clause, and phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid, or unconstitutional. The invalidity of any portion of this chapter shall not abate, reduce, or otherwise affect any other consideration or obligation required by the franchisee **Grantee** of any franchise granted hereafter. If any court or governmental agency shall increase the maximum amount that may be required by the franchisee **Grantee**, then the parties shall negotiate in good faith what the new fee shall be. During the period of negotiations, franchisee **Grantee** shall continue to pay the City the compensation specified in AMC [3.26.410\(1\)](#).

3.26.070 Commercial impracticability.

The franchisee **Grantee** has examined the requirements of this franchise thoroughly and the acceptance hereof constitutes a representation that they have the financial and technical capacity to carry out their obligations stated herein. All services and requirements anticipated by this franchise are commercially practicable at the time of the granting of the franchise.

3.26.080 Competitive equity.

(1) The Grantee acknowledges and agrees that the City **Grantor** reserves the right to grant one or more additional franchises or other similar lawful authorization to provide cable services within the service area; provided, the City **Grantor** agrees that, within 90 days of the Grantee's request, it shall amend this franchise to include any material terms or conditions that it makes available to the new entrant, or provide relief from existing material terms or conditions, so as to ensure that the regulatory and financial burdens on each entity are materially equivalent. "Material terms and conditions" include, but are not limited to: franchise fees; insurance; system build-out requirements; security instruments; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches. The parties agree that this provision shall not require a word-

for-word identical franchise or authorization for a competitive entry, so long as the regulatory and financial burdens on each entity are materially equivalent. Video programming services delivered over wireless broadband networks are specifically exempted from the requirements of this section.

(2) Notwithstanding any provision to the contrary, at any time that another cable-based provider, legally authorized by State or Federal law, makes available for purchase by subscribers or customers cable services or multiple channels of video programming within the service area without a franchise or other similar lawful authorization granted by the City, and the City fails to require said cable provider to obtain a franchise, then grantee may seek modifications as per subsection (1) of this section, or the term of grantee's franchise shall, upon 90 days' written notice from grantee, be shortened so that the franchise shall be deemed to expire on a date six (6) months from the first day of the month following the date of grantee's notice.

Article II. Service

3.26.090 Continuous service.

The franchisee **Grantee** shall maintain and operate an adequate cable system in the City. The franchisee **Grantee** shall use due diligence to maintain continuous and uninterrupted service which shall conform at least to the standards common in the business and the standards adopted by the State and Federal authorities, and to standards of the City contained herein which are not in conflict with those adopted by State and Federal authorities. Under no circumstances is the franchisee **Grantee** liable to the City for an interruption or failure of service caused by acts of God, unavoidable accident, or other circumstance beyond the control of the franchisee **Grantee** through no fault of its own. (Ord. 5815 § 1, 2013).

~~3.26.100 Emergency repair service.~~

~~The franchisee shall maintain emergency repair service locally on a 24-hours-per-day, seven-days-a-week basis. Such emergency service shall be easily reached by phone during normal business hours and through answering service at all other times.~~

3.26.110 Justified service.

(1) Activation of Service. Franchisee **Grantee** shall promptly provide service upon request at standard installation rates where the potential subscriber can be served by extension of distribution cable past occupied dwelling units, equivalent to a density of 10 dwelling units per quarter mile of cable contiguous to the already activated system. Such density shall be computed on the basis of dwelling units that can be served on either side of the cable.

(2) The franchisee Grantee shall furnish service under this franchise within City limits whenever there is demand reasonably great enough to justify cost of installing cables and equipment. The City shall have the right to make the determination of the demand, in accordance with the provisions of subsection (1) of this section, but shall give franchisee Grantee 15 days' notice prior to making the determination; and if the franchisee Grantee fails to comply with the City's determination, then this franchise may be terminated pursuant to the procedures of AMC [3.26.310](#).

3.26.120 Extension of service.

(1) Service to Individual Subscribers from Existing System. Where a subscriber can be served from the franchisee's Grantee's existing system without extension of trunk or distribution cable, the franchisee Grantee shall serve the potential subscriber upon request on the following terms and conditions:

(a) The building unit shall be connected to cable at the standard installation charge if the connection can be made with an aerial drop and does not exceed ~~150~~ 125 feet.

(b) If the aerial connection drop exceeds ~~150~~ 125 feet, the potential subscriber may be charged the actual cost for the distance exceeding ~~150~~ 125 feet plus standard installation charge; and franchisee Grantee may request advance payment for each installation.

(c) If the requested installation is to be placed underground, the potential subscriber must pay for furnishing open trench, as specified by the franchisee Grantee, backfilling, and restoring the property to its original condition. Franchisee Grantee may request advance payment for such work.

(d) The franchisee Grantee shall arrange for all necessary easements over or under private property. Any easement for such use which has already been granted to a telephone or other utility company shall, to the extent possible, be interpreted so as to grant the franchisee Grantee the same rights and privileges as have been granted to the telephone or other utility company. In such easements, the words "telephone," or "telephone company," or "public utility" and the like shall be interpreted to include the franchisee Grantee, to the extent possible. Easements granted to the City for City utilities shall not be used for installation of Franchise facilities or improvements.

(e) Standard installations will be performed within seven business days after an order has been placed on an average 90 percent of the time throughout the year.

~~(2) Additional Extension of System. In areas not meeting the requirements for mandatory extension of service, franchisee shall provide, upon request of five or more potential subscribers desiring service, an estimate of costs required to extend service to said~~

~~subscribers and the amount by which said costs exceed what would be the cost of mandatory extension under this section. Franchisee shall extend service to any such dwelling units upon advance payment (or assurance of payment satisfactory to the franchisee) of the additional cost. Such payment shall be nonrefundable, and in the event the area subsequently reaches the density required for mandatory extension, such payments shall be treated in full or in part as consideration for early extension of service.~~

(3) Underground Extension of System.

(a) Installation of System. In cases of new construction or property development where utilities are to be placed underground, the developer or property owner shall give franchisee Grantee reasonable notice of such construction or development, including a copy of any final plat and of the particular date on which open trenching will be available for franchisee's Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at franchisee's Grantee's expense. Franchisee Grantee shall also provide specifications as needed for trenching.

(b) Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if franchisee Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five 30 working days of the date the trenches become available, then should the trenches be closed after the two-day period, the cost of new trenching is to be borne by franchisee Grantee.

(c) In those areas and portions of the City where the transmission or distribution facilities of both the public utility providing telephone service and those of the utility providing electric service are underground or hereafter may be placed underground, then the franchisee Grantee shall likewise construct, operate, and maintain all of its transmission and distribution facilities underground.

(d) It shall be the policy of the City to encourage all utilities, including franchisee Grantee, to place all existing and future transmission and distribution facilities underground. The franchisee Grantee agrees with this policy and will work with the City and other utilities to implement this policy.

(4) Access to Open Trenches. The City agrees to include the Grantee in the platting process for any new subdivision within the franchise area. A utility or developer shall give the Grantee at least 20 days advance written notice of the availability of an open trench, and a utility or developer shall provide Grantee with reasonable access to the open trench. Grantee shall make a good faith effort to utilize such open trenches in its provision of cable service to affected properties so long as such properties are passed by Grantee's cable system, but Grantee is not required to utilize any trench. Neither City nor Grantee shall be

liable or financially responsible for any failure to give franchisee Grantee notice of or require notice of a subdivision plat application, or failure to utilize open trenches created by a utility or developer.

3.26.130 Levels of service.

(1) Basic Service. Basic service is the lowest tier of service regularly provided made available to all subscribers that includes the retransmission of local broadcast signals. In no event shall subscribers be required to subscribe to any other service as a condition for obtaining basic service.

~~(2) Service to Institutions. The franchisee, upon request, shall provide without charge a standard installation and one outlet of basic cable to each fire and police station, public school, Linn Benton Community College, County Courthouse, City offices, public museum and all public libraries within the franchise territory; provided, however, those buildings or portions of buildings housing or occupied by prison/jail populations shall be excluded. Cable service to the City described herein is a voluntary offer of franchisee. The cable service provided shall not be distributed beyond the originally installed outlet without authorization from franchisee. The cable service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The City shall take reasonable precautions to prevent any use of the franchisee's cable system in any manner that results in the inappropriate use thereof or any loss or damage to the cable system. The City shall hold the franchisee harmless from any and all liability or claims arising out of the provision and use of cable service required by this subsection (2). The franchisee shall not be required to provide an outlet to such buildings where a non-standard installation is required, unless the City or building owner/occupant agrees to pay the incremental cost of any necessary cable system extension and/or nonstandard installation. If additional outlets of basic cable are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith. Notwithstanding anything to the contrary, franchisee's obligations pursuant to the foregoing paragraphs shall extend only to cable service provided to the City or City's authority facilities.~~

Service to Public Institutions. The parties acknowledge that as of the Effective Date of this Franchise agreement, Grantee continues to provide Complimentary Services to certain schools, libraries, and public institutions within the Service Area. In the event Grantee elects, to the extent permitted by Applicable Laws, to invoice the Grantor the "marginal cost" for Complimentary Services, Grantee agrees that it will do so only after providing City with 120 days' prior written notice. Grantee agrees not to unfairly or unreasonably discriminate against the Grantor with respect to other Oregon served local franchising

Article III. Construction

3.26.140 Rearrangement of facilities to permit moving of buildings and other objects.

(1) Upon ~~10~~ 30 days' notice in writing from any person desiring to move a building or other object, the franchisee Grantee shall temporarily raise, lower or remove its facilities upon any street, bridge, or public place within the City, when necessary to permit the person to move the building or other object across or along such street, bridge or public place. The raising, lowering, or removal of the facilities of the franchisee Grantee shall be in accordance with all applicable ordinances and regulations of the City.

(2) The notice required by subsection (1) of this section shall bear the approval of the City of Albany, shall detail the route of movement of the building or other objects and shall provide that the actual expense incurred by the franchisee Grantee in making the temporary rearrangement of its facilities, including the cost to the franchisee Grantee of any interruption of service to its customers caused thereby, will be borne by the person giving the notice. It shall further provide that the person giving said notice will indemnify and save said franchisee Grantee harmless from any and all damages or claims of whatsoever kind or nature caused directly or indirectly from such temporary rearrangement of franchisee's Grantee's facilities.

(3) Franchisee Grantee, before making the temporary rearrangement of its facilities, may require the person desiring the temporary rearrangement to deposit cash or adequate security, at the option of the person, to secure payment of the costs of rearrangement as estimated by the franchisee Grantee.

3.26.150 Public works and improvement not affected by franchise.

The City reserves the right:

(1) To construct, install, maintain, and operate any public improvement, work, or facility.

(2) To do any work that the City may find desirable on, over, or under any street, bridge, public easement, or public place.

(3) To vacate, alter, or close any street, bridge, public easement, or public place.

(4) Whenever the City shall excavate or perform any work in any of the present and future streets, bridges, public easements, or public places of the City of Albany or shall contract or issue permits for such excavation or work where such excavation or work may disturb franchisee's Grantee's overhead or underground cables, pipes, conduits, and appurtenances, the City shall, in writing, notify franchisee Grantee sufficiently in advance of such contemplated excavation or work to enable franchisee Grantee to take such

measures as may be deemed necessary to protect such overhead or underground cables, pipes, conduits, and appurtenances from damage and possible inconvenience to the public. In any such case, the franchisee **Grantee**, upon receiving such notice, shall furnish maps or drawings, within 20 days of written notice (subject to AMC 3.26.290), to the City or contractor, as the case may be, showing the approximate location of all its structures in the area involved in such proposed excavation or other work. **The City recognizes that the information contained in such maps is confidential and proprietary and remains the property of the Grantee. The City shall safeguard such information from the public record unless affirmatively and expressly required to disclose and provide access by state or federal law.**

3.26.160 Control of construction.

The franchisee **Grantee** shall file with the City maps showing the location of any construction, extension, or relocation of any of the facilities of the franchisee **Grantee** and shall obtain the City's approval of the location and plans prior to the commencement of the work. The City may require the franchisee **Grantee** to obtain a permit before commencing the construction, extension, or relocation of any of its facilities.

Article IV. Use of Public Ways

3.26.170 Excavation and restoration.

(1) Use. All transmission and distribution structures, lines, and equipment erected by the franchisee **Grantee** within the City shall be so located as to cause minimum interference with the proper use of streets, bridges, utilities, public easements, and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the streets, bridges, or other public ways or places.

(2) Prior to making an excavation within any public right-of-way or public easement, the franchisee **Grantee** shall obtain from the City approval of the excavation and its location.

(3) ~~Unless approved by the City, no~~ **Excavation of** newly overlaid street or newly constructed street ~~shall be excavated by the franchisee~~ **is strongly discouraged** for a period of five years from the time of completion of the street overlay or the street construction. ~~In any such case, franchisee shall be excused by the City from extending service if a practical alternate route cannot be found.~~ **Pavement restoration required on newly overlaid or newly constructed streets shall be full width overlay or grind/inlay.**

(4) All installations by the franchisee Grantee in new residential subdivisions shall be, wherever and whenever practical, laid in conjunction with power and/or telephone cable installations.

(5) Restoration. Except as provided in subsection (3) of this section, when any excavation is made by the franchisee Grantee, the franchisee Grantee shall promptly restore the affected portion of the street, bridge, easement area, or public place to the reasonably same conditions in which it was prior to the excavation. The restoration shall be done in compliance with City specification, requirements, and regulations in effect at the time of such restoration. If the franchisee Grantee fails to restore promptly the affected portion of the street, bridge, or public place to the same condition in which it was prior to the excavation, the City may make the restoration, and the reasonable costs of making the restoration, including the cost of inspection, supervision, and administration, shall be paid by the franchisee Grantee.

(6) The City Grantor may require that any excavation made by the franchisee Grantee in any street, bridge, or public place be filled and the surface replaced by the City and that the reasonable cost thereof, including the cost of inspection, supervision, and the administration, shall be paid by the franchisee Grantee.

(7) The reasonable costs of excavation and restoration incurred by the City pursuant of subsections (5) and (6) of this section, including the cost of inspection, supervision, and administration, shall be paid by the franchisee Grantee to the City in accordance with the standard billing policy of the City in effect at the time the excavation or restoration occurred.

3.26.180 Relocation of facilities.

(1) The City shall have the right to require Grantee to change the location of any of its facilities located within the rights of way or on public places when public convenience and necessity requires such change, and the expense thereof shall be paid solely by Grantee. Whenever the City determines that it is in the public interest to do so, franchisee Grantee may be required to protect, support, temporarily disconnect or relocate any of its equipment by reason of traffic conditions, public safety, street vacation, highway and street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks, or any other type of structures or improvements by the City.

(2) As permitted by applicable law, administrative rule, or regulation, the Grantor may require Grantee to remove and replace any overhead facilities with underground facilities at the same or different locations subject to Grantees engineering and safety standards. The

expense of such a conversion shall be paid by franchisee Grantee, and franchisee Grantee may recover its costs from its customers in accordance with State laws and administrative rules or regulations. Nothing in this section prevents the Grantor and Grantee from agreeing to a different form of cost recovery consistent with applicable statutes and administrative rules or regulations on a case-by-case basis.

(3) The cost of such removal or relocation of its facilities shall be paid by the franchisee Grantee, but when such removal or relocation is required for the exclusive convenience or benefit of any third person or instrumentality other than the City or another unit of government, franchisee Grantee may be entitled to reimbursement for the reasonable costs thereof from such person or instrumentality. If the franchisee Grantee fails to comply with any requirement of the City made pursuant to this section within 30 days of written notice, the City may remove or relocate the facilities at the expense of the franchisee Grantee, including all direct, indirect or consequential costs and expenses incurred by the City due to Grantor's delay.

(3) The franchisee Grantee shall not place its technical facilities where they will interfere with any gas, electric, or telephone fixture, or sewer, or water, or storm facility. All facilities placed in the street shall be placed pursuant to applicable City standards and specifications, and as the City directs.

3.26.190 Tree trimming.

(1) Subject to the provisions of this chapter, franchisee Grantee may trim trees when necessary in public rights-of-way for the operation of the lines, wires, cables and antennas or other appurtenances, provided such trimming shall be done by competent employees, agents, or contractors; and it shall be done without cost or expense to the City.

~~(2) Said tree trimming shall be allowed only after franchisee makes application and a written permit is approved by the City Manager of the City of Albany or any person appointed by the City Manager to exercise this function. Tree trimming and applications therefor shall be in accordance with City ordinances, and in the absence of any specific ordinance requirement, subject to such terms as the City shall reasonably require for such purposes.~~ Grantee may prune or cause to be pruned, using property arboricultural practices, any tree located in the right-of-way which substantially interferes with Grantees cable system if Grantee gives no less than 14 days' advance written notice to the Grantor's urban forester, Grantor's franchise administrator, and any adjoining property owners. Such pruning work shall be the minimum amount required to alleviate the substantial interference with the operation of Grantees cable system. Any contractor engaged by Grantee to perform work under this section must be approved by the Grantor in advance of

the performance of any work. Any wood, debris or other matter resulting from pruning of trees shall be removed and legally disposed on the same day pruning occurs.

3.26.200 Use of poles.

The City reserves to itself the right at any time to use the poles, subject to a valid pole attachment agreement, and other installations of the franchisee Grantee erected or installed under the authority granted in this chapter for any City-owned facilities of whatsoever nature, but it is agreed that such use shall not interfere with the franchisee's Grantee's use thereof. Franchisee Grantee shall not be required to own or operate any facilities the City is using if the franchisee Grantee ceases to have a need therefor.

3.26.210 Use of bridges and public places by franchisee Grantee.

(1) Before the franchisee Grantee may use or occupy any bridge or City facility, the franchisee Grantee shall first obtain permission from the City to do so and comply with any special conditions the City desires to impose on such use or occupation.

(2) The compensation paid by the franchisee Grantee for this franchise includes compensation for the use of bridges and public places located within the City, as authorized. However, this subsection shall not be construed to prevent the City from requiring the franchisee Grantee to pay charges as provided in AMC [3.26.420](#).

3.26.220 Emergency removal and alternate routing of facilities.

If, at any time, in case of fire or disaster or other threat to public safety in the franchise territory, it shall become necessary in the reasonable judgment of the City to cut or move any of the wires, cable, amplifiers or other appurtenances to the system of the franchisee Grantee, such cutting or moving may be done and any repairs rendered necessary thereby shall be made by the franchisee Grantee, at its sole expense; provided, that such repairs are not necessitated by a negligent act of the City, in which case costs for repairs shall be borne by the City. The City shall hold the franchisee Grantee, its agents, employees, officers and assigns hereunder harmless from any claims arising out of the City's cutting or moving of franchisee's Grantee's facilities. ~~In the event continued use of any street is denied to the franchisee by the City for any reason, the franchisee shall provide service to affected subscribers over such alternate routes as shall be determined by franchisee within a reasonable period of time.~~

3.26.225 Relocation of Lines to New Poles.

In the event Grantee is using a pole not owned by Grantee to hang its cables or wires and the owner of the pole abandons the pole for a new pole in substantially the same location, Grantee shall remove its cables and/or wires from the abandoned pole and relocate them

to the new pole within 30 days for a temporary relocation and within 60 days for a permanent relocation after being notified either by pole owner or City.

Article V. Rules and Regulations

3.26.230 Compliance with laws, rules, and regulations.

At all times during the term of this franchise, franchisee **Grantee** shall comply with all generally applicable laws, ordinances, rules and regulations of the United States of America, the State of Oregon, and the City of Albany, including all agencies and subdivisions thereof. Franchisee **Grantee** shall be subject to the lawful exercise of the police power of the City of Albany and to such reasonable regulations of general applicability as the City may from time to time hereafter by resolution or ordinance provide, insofar as such regulations or ordinances do not materially alter or impair the rights and obligations of franchisee **Grantee** and are adopted pursuant to the lawful police power of the City. No provision of this franchise shall be construed as a waiver of local, State or Federal law, or as a limit of liability.

3.26.240 Safety standards and work specifications.

(1) Franchisee **Grantee** shall at all times keep and maintain all of its poles, fixtures, conduits, wires, and its entire system in a good state of repair and shall at all times conduct its operations under this franchise, including installation, construction or maintenance of its facilities, in a safe and workmanlike manner so as not to present a danger to the public or the City.

(2) The location, construction, extension, installation, maintenance, removal, and relocation of the facilities of the franchisee **Grantee** shall conform to:

(a) The requirements of the State and Federal statutes and regulations adopted pursuant thereto in force at the time of such work; and

(b) Such reasonable specifications in force at the time of such work as the City may from time to time adopt.

(3) All installations, rearrangements, removals, and lowering or raising of aerial cables or wiring or other apparatus shall be done in conformance with the requirements of the National Electric Safety Code, the laws of the State of Oregon and the ordinance of the City.

(4) For the purpose of carrying out subsections (1) and (2) of this section, the City may provide such specifications relating thereto as may be necessary or convenient for public safety or the orderly development of the City. The City may amend and add to such specifications from time to time.

3.26.250 Franchisee Grantee rules.

The franchisee Grantee shall have authority to promulgate such reasonable rules and regulations governing the conduct of its business as shall be reasonably necessary to enable the franchisee Grantee to exercise its rights and performance obligations under this franchise and to assure uninterrupted services to its customers. Franchisee's Grantee's rules and regulations shall be subject to the provisions of this chapter and any other governmental regulations.

3.26.260 Discriminatory practices prohibited.

Franchisee Grantee shall make its services available to all citizens of the City without discrimination and shall not give any person any preference or advantage not available to all persons similarly situated. Nothing in this section shall be construed to prohibit the reduction or waiving of rates and charges in conjunction with promotional campaigns or bundled product offerings, or discounted rates for provision of cable services to multiple buildings.

3.26.270 Sale of subscriber lists prohibited.

The franchisee Grantee shall not sell, or otherwise make available, any list that identifies subscribers by name or address, to any person, agency or entity, except as needed to maintain current services or implement new services to subscribers in connection with franchisee's Grantee's service, or unless such dissemination is expressly authorized by Federal law.

3.26.280 Right to inspect books.

~~The franchisee shall make available to the City at an office in Oregon current and accurate books for the purpose of determining the amounts due the City under AMC 3.26.410. Upon 48 hours' notice to franchisee, the City may inspect the books of account any time during business hours and may audit the books from time to time as is necessary for the enforcement of this chapter. The Council may require reports from the franchisee relating to its operations and revenue within the City. If an audit of the books is required to determine that franchisee has paid the right franchise fee, the cost of such satisfactory independent audit shall be borne fully by the franchisee, providing they were wrong.~~

Upon reasonable prior written notice to be no less than 30 days, during Normal Business Hours at Grantee's principal business office in Oregon, the Grantor shall have the right to inspect the Grantee's financial records directly related to the calculation of the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place

within three (3) years from the date the Grantor receives such payment, after which period any such payment shall be considered final.

3.26.290 Maps.

The franchisee **Grantee** shall ~~provide~~ **make available** the City, upon written request of the City, copies of maps showing the general location of franchisee's **Grantee's** lines within the public ways in the service area not more than 20 days after a request for the same, and sooner if possible. The City recognizes that the information contained in such maps is confidential and proprietary, and shall be marked the same by franchisee **Grantee**, and remains the property of the franchisee **Grantee**. The City shall (1) provide a five-day notice to grantee of a request for disclosure reasonably sufficient to allow Grantee adequate time to seek protective orders against disclosure and will make best efforts to provide sufficient time to submit materials prior to a judicial or administrative determination, and (2) safeguard such information from the public record, unless expressly required by law upon court order or District Attorney direction to disclose the same. The City shall urge nondisclosure in the event of judicial or administration action seeking disclosure of franchisee's **Grante's** maps.

3.26.300 Reports and records:

~~(1) Within 150 days after the close of the franchisee's fiscal year, franchisee shall file with the City the following reports:~~

~~(a) Total number of customers at the end of the fiscal year, current penetration, and projected customers for the coming year, all pertaining to the franchise territory.~~

~~(b) Number of miles of cable added, deleted, or abandoned to the system during the year.~~

~~(c) Summary of other additions to the system in terms of increased channel capacity, if any, due to technological improvement made during the year.~~

~~(d) Outline of plans for expansion and improvement of the system in the next fiscal year.~~

~~(e) Any other information that may be reasonably required by the City for its performance of duties.~~

~~(2) Copies of Reports. Upon request, copies of all petitions, applications, and communications submitted by the franchisee to the Federal Communications Commission or any other Federal or State regulator, commission, or agency having jurisdiction in respect to any matters relating specifically to operation of the cable communications system authorized pursuant to this franchise.~~

~~(3) Cost of Reports. The cost of preparing and furnishing to the City the records and reports required by this section shall be borne by the franchisee.~~

3.26.310 Duration, renewal, and renegotiation.

(1) Duration and Renewal. This franchise and the rights and privileges granted herein shall take effect 60 days after the date the ordinance codified in this chapter is passed by the City and remain in effect for a term of 10 years, unless terminated sooner under provisions of subsection (2) of this section; provided, however, that the terms of the franchise must be unconditionally accepted by the franchisee Grantee in writing, signed by an officer of the corporation as called for in AMC 3.26.560, and if the franchisee Grantee fails to do so, this chapter shall be void.

(2) Termination.

(a) The City reserves the right to terminate this franchise and all rights and privileges thereto, in the event that:

(i) The franchisee Grantee shall substantially default in any of the material terms, covenants, or conditions required to be performed by them or in payment of any sum required to be paid under the terms of this franchise. The following nonexclusive provisions are deemed to be material to the performance of the franchise:

AMC

3.26.090 Continuous service

3.26.120 Extension of service

3.26.130 Levels of service

3.26.390 Channel capacity

3.26.410 Compensation

3.26.430 Public access programming (if applicable)

3.26.440 Technical standards

3.26.460 Customer service standards; or

(ii) The franchisee Grantee deliberately fails to operate the system without prior approval of the City or without just cause; or

(iii) Subject to applicable law, the franchisee Grantee intentionally evades any of the provisions of this franchise or is found to have practiced any fraud or deceit upon the City or a customer.

(b) Prior to any termination proceedings under this franchise, the franchisee Grantee shall be given 60 days' notice in writing, and notice shall state with particularity the grounds upon which the City relies. If, at the end of the 60-day period, the franchisee Grantee has not corrected the matter which provides grounds for termination, the franchise may, at the option of the City, become null and void and the franchisee Grantee shall thereafter be entitled to none of the privileges or rights herein extended to them and said franchisee Grantee shall thereupon cease and desist from any activity within the City limits of the City; provided, however, that the City may at its option pursue any other and different or additional remedies provided to it by law or in equity.

(c) Termination under this subsection shall be accomplished openly by the passage of an ordinance after proceedings affording franchisee Grantee due process of law and a full opportunity to be heard.

(d) Upon expiration or the termination of this franchise, the City may require franchisee Grantee to continue to operate the system for an extended period of time, not to exceed six months. Franchisee Grantee shall, as trustee for its successor in interest, continue to operate the system under the terms and conditions of this franchise. In the event franchisee Grantee does not so operate the system, the City may take such steps as it, in its sole discretion, deems necessary to assure continued service to subscribers. Neither party shall be deemed to have waived any rights as a result of franchisee's Grantee's performance under this provision.

3.26.330 Assignment of franchise – Transfer of franchise.

(1) This franchise shall be binding upon, and inure to the benefit of, the successors, legal representatives, and assigns of the franchisee Grantee.

(2) Neither the Grantee nor any other person may transfer the franchise without the prior consent by ordinance of the City, which consent shall not be unreasonably withheld or delayed. No transfer of control of the Grantee, defined as an acquisition of 51 percent or greater ownership interest in Grantee, shall take place without the prior consent by ordinance of the City, which consent shall not be unreasonably withheld or delayed. No consent shall be required, however, for (a) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the grantee in the franchise or in the cable system in order to secure indebtedness, or (b) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation. Within 30 days of receiving a request for

consent, the City shall, in accordance with FCC rules and regulations, notify the franchisee **Grantee** in writing of the additional information, if any, it requires to determine the legal, financial and technical qualifications of the transferee or new controlling party. If the City has not taken final action on the franchisee's **Grantee's** request for consent within 120 days after receiving such request, consent shall be deemed granted.

(3) The City's approval shall be based upon the financial responsibility of the party unto whom the franchise is being proposed for sale, assignment, or transfer. The proposed assignee must show it has the financial capability, technical ability, and legal qualifications sufficient to comply with the terms of the franchise as determined by the City, and must agree to comply with all provisions of the franchise.

(4) The consent or approval of the City Council to any transfer of the franchise shall not constitute a waiver of release of the rights of the City in and to the streets and rights-of-way, and any transfer shall by its terms be expressly subordinate to the terms and conditions of this franchise.

(5) In no event shall a transfer of ownership or control of the franchise be approved without successor in interest becoming a signatory to the franchise agreement.

Article VI. Insurance, Bonding, and Penalties

3.26.340 Insurance.

(1) Franchisee **Grantee** shall pay, save harmless, and indemnify the City from any loss or claim against the City on account of, or in connection with, any activity of franchisee **Grantee** in the construction, operation, or maintenance of its technical facilities and systems services.

(2) The franchisee **Grantee** shall, for the purposes of carrying out the provisions of this section, prior to commencing construction of any kind, have in full force and effect, and file and maintain during the term of the franchise evidence thereto with the City Recorder, good and sufficient policies covering:

(a) Compensation insurance in compliance with all worker's compensation insurance and safety laws of the State of Oregon and amendments thereto; and

(b) Bodily injury insurance with limits of at least \$5,000,000 personal injury each person and \$5,000,000 each occurrence; and

(c) Property damage insurance with limits of at least \$5,000,000 each accident and \$5,000,000 each occurrence; and

(d) Auto liability, bodily injury, and property damage for any owned, hired or non-owned vehicles used in the performance of this agreement with combined single limits of \$5,000,000.

(3) The City of Albany, its officers, agents, and employees, shall be ~~named~~ **included as** an additional insured in said policy for losses caused in whole or in part by reason of the exercise of the rights and privileges herein granted.

(4) Upon any material alteration or cancellation of any of the coverage, the ~~franchisee~~ **Grantee** shall give the City 30 days' notice in advance of the effective date of the alteration or cancellation of the coverage.

3.26.350 Bonds and other surety.

Except as expressly provided herein, ~~franchisee~~ **Grantee** shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the franchise or continuing its existence at the time this franchise is granted. The City acknowledges that the legal, financial, and technical qualifications of ~~franchisee~~ **Grantee** are sufficient to afford compliance with the terms of the franchise and the enforcement thereof. Initially, no bond or other surety will be required. In the event that one is required in the future, the City agrees to give the ~~franchisee~~ **Grantee** at least 90 days' prior written notice thereof stating the exact reason for the requirement and the amount. Such reason must demonstrate a change in the ~~franchisee's~~ **Grantee's** legal, financial, or technical qualifications that would materially prohibit or impair its ability to comply with the terms of the franchise or afford compliance therewith. (Ord. 5815 § 1, 2013).

3.26.360 Remedies not exclusive – When requirement waived.

All remedies and penalties under this chapter, including termination of the franchise, are cumulative, and the recovery or enforcement of one is not a bar to the recovery or enforcement of any other such remedy or penalty. The remedies and penalties contained in this chapter, including termination of the franchise, are not exclusive, and the City reserves the right to enforce the penal provisions of any ordinance or resolution and to avail itself of any and all remedies available at law or in equity. Failure to enforce shall not be construed as a waiver of a breach of any term, condition, or obligation imposed upon the ~~franchisee~~ **Grantee** by, or pursuant to, this chapter. A specific waiver of a particular breach of any term, condition, or obligation imposed upon the ~~franchisee~~ **Grantee** by, or pursuant to, this ordinance or acceptance of any payment due shall not be a waiver of any other or subsequent or future breach of the same or of any other term, condition, or obligation itself.

3.26.370 Liquidated damages.

Subject to requirement of prior notice as set forth in subsection (3) of this section, for violations of this chapter occurring without just cause, City may, at its discretion and in addition to any other remedies provided herein, assess penalties against franchisee **Grantee** as follows:

(1) For failure to adhere to material provisions of this franchise, as defined in AMC [3.26.310\(2\)](#), up to \$200:00 per day for each provision not fulfilled, up to a maximum of \$10,000.

(2) For failure to comply with any provision of this franchise other than subsection (1) of this section, up to \$50:00 per day for each failure to fulfill franchise provision, up to a maximum of \$3,000.

(3) Prior to imposing any penalty under this section, the City shall provide franchisee **Grantee** with written notice specifying the nature of the violation. Franchisee **Grantee** shall be subject to penalty if the violation is not remedied within ~~30~~ 45 days of receipt of notice. If the violation cannot be satisfied within ~~30~~ 45 days, franchisee **Grantee** shall notify the City of the expected date on which the violation will be remedied. This notice shall not provide franchisee **Grantee** with immunity from penalties under this section.

(4) Payment of liquidated damages does not preclude the City **Grantor** from terminating the franchise pursuant to AMC [3.26.310\(2\)](#).

Article VII. Franchise Specifications

3.26.380 Franchise nonexclusive.

This franchise is not exclusive and shall not be construed as a limitation on the City in:

(1) Granting rights, privileges, and authority to other persons similar to those granted by this chapter.

(2) Constructing, installing, maintaining, or operating any City-owned public utility.

(3) In the event the City enters into a franchise, permit, license, authorization, or other agreement of any kind with any other person or entity other than franchisee **Grantee** to enter into the City's streets and public ways for the purpose of constructing or operating a cable system or providing cable service to any part of the service area, the material provisions thereof shall be reasonably comparable to those contained herein, insofar as this is not in conflict with rules of government, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

3.26.390 Channel capacity.

Franchisee's **Grantee's** facilities shall maintain current channel capacity as is available at time of franchise renewal. **Franchisee Grantee** maintains the right to change said channel capacity and will notify customers and the City as stipulated in the Cable Act.

3.26.400 Rate structure.

City and **franchisee Grantee** will comply with the Cable Act.

3.26.410 Compensation.

(1) As compensation for the franchise granted by this chapter, unless changed by the Council as provided herein, the **franchisee Grantee** shall pay to the City an amount equal to five percent of the gross revenue, as defined in AMC [3.26.020](#)(14), collected by the **franchisee Grantee** from its customers for cable services within the City.

(2) The compensation required by this section shall be due on or before the ~~forty-fifth~~ **45th** day of each and every quarter for the quarter preceding. Within 60 days after the termination of this franchise, compensation shall be paid for the period elapsing since the close of the last calendar year for which compensation has been paid.

(3) The **franchisee Grantee** shall furnish to the City with each payment of compensation required by this section a statement, executed by an officer of the **franchisee Grantee**, showing the amount of gross revenue of the **franchisee Grantee** within the City for the period covered by the payment computed on the basis set out in subsection (1) of this section. If the **franchisee Grantee** fails to pay the entire amount of compensation due the City through error or otherwise within the times allotted for payment in subsection (2) of this section, the amount of the fee due for that quarter and not timely paid shall be subject to a late penalty of an additional 10 percent plus interest of one percent per month on the amount of fee due and unpaid from the date due until it is paid together with the late penalty.

(4) Nothing contained in this franchise shall give the **franchisee Grantee** any credit against any ad valorem property tax now or hereafter levied against real or personal property within the City, or against any local improvement assessment or any business tax imposed on **franchisee Grantee**, or against any charges imposed upon the **franchisee Grantee**, or against any charges imposed upon the **franchisee Grantee** as provided in AMC [3.26.420](#), or reimbursement or indemnity paid to the City.

3.26.420 Permit and inspection fees.

Nothing in this chapter shall be construed to limit the right of the City to require the **franchisee Grantee** to pay the standard fees charged by the City for any of the activities covered by this chapter as now in effect or hereafter amended.

3.26.430 Public access programming.

~~(1) Upon request by the City, one channel shall be provided for the City's use. It may, at the City's discretion, be maintained by the City or a City-designated educational institution in the Albany area.~~

~~(2) Franchisee and City jointly shall establish rules for the administration of the specially designated access channel. Notwithstanding anything to the contrary, however, franchisee shall not exercise any editorial control over any access channel. Franchisee may use any unused time on the access channels for its own purposes. Notice will be given by franchisee except during emergencies.~~

~~(3) The City shall prescribe rules and procedures under which franchisee is permitted to use the designated access channels for the provision of other services if the designated channels are not being used for the purposes designated and rules and procedures under which such permitted use shall cease.~~

As of the Effective Date of this franchise the City does not currently independently administrate or operate an Access Channel but may desire to at some point during the term of this franchise. Upon 120 days advance written notice by the City, and pursuant to ordinance or resolution passed by the City, Grantee shall provide to the City, for independent administration by the City or its designee throughout the term of the franchise, one (a) Standard Definition Access Channel to be cablecast throughout the franchise area. The parties acknowledge and agree that in order to trigger the right to this Access Channel, the City must present to Comcast (i) a budget for funding the Access Channel, and (ii) a plan to provide a minimum of 25 hours of locally produced and original programming per week, and (iii) demonstrate there is public support and need for the Access Channel, including citizen involvement and input. However, a formal community needs assessment study is not required.

3.26.440 Technical standards.

~~Franchisee's cable system shall comply with all technical standards specified by rules and regulations of the Federal Communications Commission. Franchisee shall:~~

~~(1) Supply to the City upon request a copy of each report of technical compliance it prepares in conformance with orders of the Federal Communications Commission. Upon request by City, franchisee shall supply a qualified electronic technician who is satisfactory to the City to test the performance of franchisee's technical facility. If the electronic technician selected is not an employee of franchisee, then the franchisee and City shall share equally in the costs incurred.~~

~~(2) Limit system failure to minimum time duration by locating and correcting malfunctions promptly, but in no event longer than 24 hours after occurrence, irrespective of holidays or other non-business hours, excepting those occurrences excepted in AMC [3.26.090](#).~~

~~(3) When there have been similar complaints made or where there exists other evidence, which in the judgment of the City casts doubt on the reliability or quality of cable service, the City shall have the right and authority to require the franchisee to test, analyze, and report on the performance of the system. Such test or tests shall be made, and the reports of such test or tests shall be delivered to the City within 14 days after the City has requested the same. Such report(s) shall include the following information: the nature of the complaint(s) that precipitated the special tests; and the method(s) in which such complaints were resolved. Any other information pertinent to the special test(s) shall be recorded and reported. Testing shall be conducted with reasonable notice to franchisee and in a manner that does not unreasonably interfere with the normal business operations of the franchisee or the cable system.~~

~~(4) Render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible; such interruptions insofar as possible shall be preceded by notice given to subscribers 24 hours in advance and shall occur during periods of minimum use of the system.~~

~~(5) Maintain test equipment for routine and performance tests. In addition to testing under subsection (3) of this section, the City may at any time employ at its own expense a registered qualified engineer to test, analyze, and report on the performance of the system. Franchisee agrees to make all of its testing equipment available for joint testing with the franchisee's engineer selected by the City to perform these tests.~~

Grantee's cable system shall meet or exceed all applicable technical and performance standards of the FCC. Grantee shall also comply with all applicable testing requirements of the FCC. Upon request, Grantee shall advise the City of schedules and methods for testing the Cable System within the Service Area to determine compliance with the provisions of applicable FCC technical standards. Representatives of the City may, upon request, witness the tests. Written records of all system tests required to be performed by or for the Grantee shall be maintained at Grantee's business office and shall be available for inspection by the City upon written request during Grantee's normal business hours. Grantee, upon written request of the City, shall provide a summary or complete copies of such test results prepared in accordance with FCC rule.

3.26.450 City right in franchise.

(1) City Supervision and Inspection. The City shall have the right to supervise all construction or installation of franchisee Grantee facilities subject to the provisions of this chapter and to make such inspections as it shall find necessary to ensure compliance with governing laws, rules, and regulations. No construction shall be commenced prior to approval by the City.

(2) Termination or Abandonment of Franchise. Upon any termination of this franchise, whether before the expiration of the franchise or upon expiration, or by any abandonment of the franchise by franchisee Grantee, all equipment installed or used by franchisee Grantee shall be removed by the franchisee Grantee at franchisee's Grantee's expense except underground buried cable that may be left in place and the property upon which said equipment was used reasonably restored by franchisee Grantee to the condition it was in before installation or use by franchisee Grantee.

~~(3) City's Right to Purchase System. Subject to applicable laws, in the event that the franchise is terminated, the City shall have the right to purchase the cable television system within the City for a fair market value on a going-concern basis and to lease those technical facilities immediately outside the City that are necessary for operation and utilization of the system in the City which are used to receive microwave or other signals. The terms of said lease shall be agreed upon prior to the effective purchase date. Both parties agree to negotiate in good faith regarding the terms of the lease.~~

3.26.460 Customer service standards.

(1) Franchisee Grantee shall comply with the customer service standards set forth in Section 76.309 of the FCC's rules and regulations, as such may be amended from time to time.

(2) The franchisee Grantee shall make reasonable efforts to maintain a local cable store, office, or make similar arrangements to the extent currently provided by franchisee Grantee, where its customers may pay their bills for cable service or pick up or drop off equipment during normal business hours.

(3) Should Grantee choose to no longer maintain a physical customer service center and bill payment office in the franchise area at locations that are convenient to subscribers and the public, the City and Grantee agree that "convenient" shall be interpreted to require grantee, at a minimum, to:

- (a) Provide for the pick-up or drop-off of equipment at a subscriber's residence;
- (b) Provide subscribers with a prepaid mailer for pick-ups and returns; and

(c) Provide the ability for subscribers to make bill payments online and over the phone free of charge, with the subscribers having the option of utilizing an automated operator or through a live, qualified grantee customer service representative.

(4) Franchisee's Grantee's telephone number shall be listed in directories of the telephone company serving the franchise territory, and be so operated that complaints and requests for repairs or adjustments may be received at any time, day or night, seven days a week. The phone number and address of this office shall be furnished to each subscriber by the franchisee Grantee. Upon complaint regarding the quality of service, equipment malfunctions, and similar matters, franchisee Grantee shall investigate and resolve them promptly. Excluding those situations beyond its control, franchisee Grantee shall respond to service interruptions promptly and in no event later than 24 hours. Franchisee Grantee will attempt to respond to customer requests for maintenance or repairs, Monday through Friday, within the same day. Other service problems will be responded to within 36 hours during the normal work week.

(5) Original records, including service records pertaining to complaints received by the franchisee Grantee and office procedures followed to satisfy those complaints, shall be maintained by the franchisee Grantee for a period of not less than three years in Washington County, Oregon, and made available for inspection by the City on reasonable notice to the franchisee Grantee. This record shall be considered by the City in evaluating the system. Franchisee Grantee shall keep a log of all complaints received that will include the following information: (a) what the complaint was, (b) when the complaint was received, (c) when the complaint was responded to, and (d) disposition of complaint.

(6) Franchisee Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum use of the system. A written log available for inspection by the City Grantor shall be available upon request for all service interruptions, except for those interruptions related to routine repair and maintenance activities.

(7) Franchisee Grantee shall respond within 24 hours, seven days a week, to the outage of one or more channels system-wide. Franchisee Grantee shall exercise its best efforts to respond to any such outage within the same day.

(8) Maintenance personnel shall, at minimum, be on duty eight hours a day, Monday through Friday. Maintenance personnel shall be on call to respond to system outages, as described in subsection (4) of this section, which may occur outside normal business hours.

(9) In the event a subscriber does not obtain a satisfactory response or resolution to their request for service, they may advise the City in writing of their dissatisfaction and, upon receipt of such writing, the City Manager shall immediately notify the franchisee Grantee in writing of the subscriber's complaint. Upon referral of a complaint dealing with service outages in excess of 36 hours, the City may recommend that the franchisee Grantee make appropriate adjustments in the service charges to the subscriber as a result of such outages.

(10) Franchisee Grantee shall provide written information to its customers in each of the following areas at the time of installation and at any future time upon request:

- (a) Products and services offered;
- (b) Prices and service options;
- (c) Installation and service policies;
- (d) How to use the cable service.

Bills will be clear, concise, and understandable. Refund checks will be issued promptly, but no later than the earlier of 45 days or the customer's next billing cycle following the resolution of the request, and the return of the equipment supplied by the franchisee Grantee if service is terminated. Customers will be notified a minimum of 30 days in advance of any rate or channel change, provided the change is within the control of the franchisee Grantee.

3.26.470 Misdemeanors.

~~(1) No person, firm, or corporation shall make any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of a franchised cable system within the City, for the purpose of taking or receiving signals, radio signals, pictures, programs, or sound.~~

~~(2) No person, firm, or corporation shall make any authorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of a franchised cable system within the City, for the purpose of enabling himself or others to receive any television signal, radio signal, picture, program, or sound without payment to the owner of said system.~~

~~(3) No person, without consent of the owner, shall willfully tamper with, remove, or injure any cable wires or equipment used for distribution of television signals, radio signals, pictures, programs, or sounds.~~

~~(4) It shall be a misdemeanor punishable by a fine of not to exceed \$500.00 or by imprisonment not to exceed six months, or both, for any person to violate any of the provisions of this section.~~

3.26.480 Rate regulation.

If during the terms of this franchise there are changes in Federal law that materially affect the City's **Grantor's** ability to regulate rates, the City would exercise its authority to comply with Federal law by meeting with the franchisee **Grantee** to renegotiate rate regulation. The City shall exercise such authority only after first conducting a public hearing allowing the franchisee **Grantee** and the public an opportunity to comment on the proposed reregulation of rates.

3.26.490 Force majeure.

~~Prevention or delay of any performances under this franchise due to circumstances beyond the control of the franchisee or the City, unforeseen circumstances or acts of God shall not be deemed to be noncompliance with or a violation of this franchise.~~

The **Grantee** shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the **Grantee's** ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the **Grantee's** cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

3.26.500 Nonlitigation.

Franchisee **Grantee** acknowledges and agrees that the franchise renewal proceedings have been undertaken consistent with the provisions of the Cable Act, including those contained in Section 626. Further, franchisee **Grantee** stipulates that it will not commence, fund, or prosecute any litigation or administrative proceedings before any competent tribunal against the City, its officers, employees, agents, or representatives arising out of any alleged failure to comply with such provisions.

3.26.510 Nonenforcement by the City.

Franchisee **Grantee** shall not be relieved of its obligation to comply with any of the provisions of this franchise by reason of any failure of the City to enforce prompt compliance.

3.26.520 Descriptive headings.

The paragraph captions and headings in this franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this franchise.

3.26.530 Calculation of time.

Where the performance or doing of any act, duty, matter, payment, or thing is required hereunder and the period of time or duration for the performance or doing thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on a Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

3.26.540 Written notice.

All notices, reports or demands required to be given in writing under this franchise shall be deemed to be given when delivered personally to the person designated below, or when five days have elapsed after it is deposited in the United States mail, postage prepaid thereon, or on the next addressed business day if sent by express mail or overnight air courier to the party to which notice is being given;. **General updates may be communicated electroically as appropriate and agreed to by both parties.**

The notices to the Franchising Authority shall be addressed as follows:

If to the City:

City of Albany

Attention: City Manager

333 Broadalbin Street SW

Albany, OR 97321

The notices or responses to the grantee shall be addressed as follows:

Comcast

Attention: ~~Government Affairs~~ **Regulatory Law Department**

~~9605 SW Nimbus Avenue~~ **One Comcast Center, 35th Floor**

~~Beaverton, OR 97008~~ **Philadelphia, PA 19103**

Such addresses may be changed by either party upon written notice to the other party given as provided in this section.

Article VIII. Repeal

3.26.550 Repeal.

Ordinance No. 5127, as amended by Ordinance No. 5687, **Ordinance No. 5821**, and all other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Article IX. Effective Date

3.26.560 Effective date.

The ordinance codified in this chapter shall take effect on the thirtieth day after its enactment by the Council, but shall become null and void unless within 60 days after such effective date the franchisee **Grantee** shall file with the Recorder the franchisee's **Grantee's** written acceptance of the terms, conditions, and obligations to be complied with or performed by it hereunder.



TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Patty McInnes, Utility Billing Customer Services Supervisor
Jeanna Yeager, Finance Director

DATE: May 22, 2026, for the June 24, 2026, City Council Meeting

SUBJECT: Amendments to Albany Municipal Code Chapter 11.01 – Utility Billing, Collections, and Account Administration

Purpose:

This ordinance amends Albany Municipal Code Chapter 11.01 related to utility billing, collections, service discontinuance, and account administration. The amendments include repeal of all utility deposit requirements in AMC 11.01.040(2), updates to past due procedures, clarification of service shutoff and restoration processes, and reduction of the adjustment and back-billing period.

Background/Discussion:

Albany Municipal Code Chapter 11.01 governs utility billing, payment procedures, deposits, and service discontinuance. Staff has identified several provisions that require updating to improve clarity, consistency, and alignment with current administrative practices.

The most significant change in this ordinance is the complete repeal of AMC 11.01.040(2), eliminating all utility deposit requirements, including those previously applicable to residential, commercial, and industrial customers. This simplifies account setup procedures and removes a financial barrier to establishing service.

Additional amendments include:

- Updates to billing and past due timelines, including clarification of due dates, notice intervals, and shutoff procedures.
- Refinement of notice language to require payment in full or approved payment arrangements to avoid service discontinuance.
- Clarification of service discontinuance procedures, including customer-requested shutoff notice requirements and responsibility for charges until service termination.
- Revision of terminology from “reconnection/restoration” to “shutoff charge for non-payment” to better reflect utility operations.
- Reduction of the adjustment, refund, and back-billing period from six years to three years to align with administrative best practices.

These changes are intended to modernize the utility code, improve readability, and ensure consistent application of billing and enforcement procedures.

Strategic Plan Impact:

This action supports the Strategic Plan goal of Effective Government by improving clarity, efficiency, and consistency in utility billing administration and customer service practices.

Budget/Staff Impact:

The ordinance is not expected to have a significant budget impact. Removal of deposit requirements may reduce administrative processing workload associated with deposit collection, tracking, and refunding. No staffing changes are anticipated.

Staff Recommendation:

Staff recommends that the City Council adopt the ordinance amending Albany Municipal Code Chapter 11.01 as presented, repeal Resolution No. 7469, and adopt a new resolution reflecting the change from a “reconnection/restoration” fee to a “shutoff charge,” as referenced in the ordinance and the elimination of deposits.

Alternatives:

1. Modify specific provisions of the ordinance prior to adoption.
2. Do not adopt the ordinance, leaving existing code unchanged.

Attachments:

1. Ordinance Amending Albany Municipal Code Chapter 11.01
2. Resolution amending fee and deposit language



AN ORDINANCE AMENDING ALBANY MUNICIPAL CODE CHAPTER 11.01 RELATING TO UTILITY BILLING, COLLECTIONS, SERVICE DISCONTINUANCE, AND ACCOUNT ADMINISTRATION; REPEALING AMC 11.01.040(2)

WHEREAS, the City of Albany regulates utility billing, deposits, and utility service administration through Albany Municipal Code Chapter 11.01; and;

WHEREAS, the City Council has determined that certain provisions within Chapter 11.01 should be updated to improve clarity, consistency, and administrative efficiency in utility billing and collection procedures; and

WHEREAS, the City Council desires to modernize utility billing provisions, including the repeal of all utility deposit requirements previously contained in AMC 11.01.040(2), and to update provisions related to billing timelines, service discontinuance, and account adjustments;

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

Section 1. Amendment and Repeal

Albany Municipal Code Sections 11.01.040, 11.01.050, 11.01.060, 11.01.080, and 11.01.095 are hereby amended as set forth below and incorporated herein.

AMC 11.01.040(2) is hereby repealed in its entirety.

Text shown in strikethrough is deleted and text in red is added.

Section 2. Amendments

AMC 11.01.040 – Application for Service

~~(2) Deposits:~~

~~(a) Turn-ons. Deposits shall be required with each application of service of each residential user and deposits equal to an estimated three months' usage shall be required of each commercial and industrial user within 72 hours of application of service except under the following circumstances:~~

~~(i) If the applicant presents satisfactory evidence of ownership of the property where service is to be provided unless other information exists that indicates that the applicant is not an acceptable credit risk;~~

~~(ii) Transfer. Deposits may be transferred from an existing account to a new account provided the existing account demonstrates a satisfactory credit record;~~

~~(b) Existing Users. All existing users, if service is discontinued for nonpayment, shall be required to comply with the deposit requirements of subdivision (a) of this subsection before service will be restored.~~

~~(c) Refund or Application of Deposits. Deposits will be refunded to the applicant or applied directly to the customer's account as follows:~~

~~(i) Refund: On termination of service, less any amount then due and payable.~~

~~(ii) Refund: On the 15th of the month following 24 months of continuous service, except under the following circumstance whereby the utility shall apply the deposit to the customer's account.~~

~~(A) Application of Deposit. The utility may on the 15th of the month following 24 months of continuous service apply the deposit directly to the customer's account if the account is found to~~

~~be past due, or has been past due three times during a 12-month period, or if the account has been disconnected for nonpayment during a 12-month period.~~

~~(d) Interest on Deposits. Interest will be paid on any deposit at a rate determined by Council resolution.~~

(2) Changes in Customer's Equipment. A customer making material changes in the size, character, or extent of the equipment or operation utilizing water service, and if such change results in the consumption of larger or smaller amounts of water, said customer shall immediately give the utility written notice of the change. Changes shall be made in accordance with AMC 11.01.100(5) and (6).

(3) Special Contracts. Contracts, other than applications, may be required prior to service where special circumstances warrant special consideration.

(4) New Account Fees. A charge will be collected for the activation of any account.

11.01.050 Bills and payment.

(2) Payment of Bills.

(a) All bills are due and payable **10 days after bill date**. ~~Payment may be made at the utility's office.~~

11.01.60 Past due accounts.

(1) A water account is due and payable ~~upon billing or 30 days following provision of service, whichever shall first occur~~ **10 days after bill date**. Water accounts shall bear interest at the rate of nine percent per annum from the date payment is due. Interest shall not be charged if the account is brought current within 60 days after becoming due. If not so paid, interest shall accrue from the date payment was due.

(2) A second notice (past due notice) will be mailed to all unpaid accounts on or about ~~30~~ **20** days following the original billing date; ~~The said notice will state the amount past due and request that payment or arrangements for payment be made upon receipt within 10 days of the past due notice date and advise the customer that payment in full or satisfactory payment arrangements must be made to avoid further collection action or discontinuance of service.~~ This past due notice will be sent to the customer's mailing address.

(3) A written warning notice to the customer shall be left at the premises on or about the ~~forty-sixth~~ **37th** day following the original billing date stating that payment must be received in the City business office within ~~72 hours~~ (three days) or water service will be terminated. In the case of a multi-family unit serviced by a single meter, the written warning notice will be left at each dwelling unit whether or not occupied.

(4) In all cases of past due turn-offs, a notice shall be left on the door or mailed to the customer on or about the ~~forty-ninth~~ **42nd** day following the original billing date stating that water has been turned off and will remain turned off until ~~all past due amounts and penalty charges~~ **the full balance on the account** ~~are~~ **is** paid. Turn-off notices for multi-family units serviced by a single meter will be left at each dwelling unit whether or not occupied. A service charge established by Council resolution will be charged and collected for each past due or disconnection notice sent or delivered to the customer's premises.

(5) In all instances where water has been turned off because of nonpayment of a past due account, a service charge established by Council resolution will be collected in addition to the past due amount prior to restoring any service during regular work-ing hours **at the time service is stopped**. ~~An additional fee will be collected for restoration of service after regular working hours.~~

(6) ~~The City Manager or the City Manager's agent, in the case of extreme hardship or by prior arrangement with the user, shall have the discretion of renewing or not discontinuing service to a past due account upon acceptance of a valid plan for the payment of all past due, current, and future charges.~~ **The Finance Director, or designee, may authorize the continuation or restoration of service to a delinquent account when a customer demonstrates financial hardship, is actively pursuing assistance through a low-income assistance program, or has entered into a payment arrangement as provided elsewhere in this chapter.**

(8) If any unpaid account balance remains after the initial due date of the closing bill, the utility may:

(a) ~~Apply deposit.~~

(a) Transfer any remaining balance to the customer's new water account.

(b) Initiate other collection action against the customer.

11.01.080 Discontinuance of service.

(1) Nonpayment of Bills. A customer's water service may be discontinued if the water bill is not paid in accordance with the procedures as listed in AMC 11.01.060.

~~(a) Nonpayment of Deposit. A customer's water service may be discontinued if the deposit is not paid within 72 hours of application of service as listed in AMC 11.01.040.~~

(6) Customer Request for Service Discontinuance.

(a) Customers may have their water service discontinued by notifying the utility during normal working hours and providing at least ~~24 hours'~~ **one business day** advance notice (excluding weekends **and holidays**) of the desired weekday date of discontinuance. The customer will be required to pay all water charges through the date of such discontinuance.

~~(b) If notice is not given to the utility, the customer will be required to pay for the water service through the date the utility has learned that the customer has vacated the premises or otherwise has service~~ **remain responsible for payment for water service until the date service is discontinued.**

(7) ~~Restoration—Reconnection~~ **Shutoff Charge For Non-Payment**. The utility shall charge, as provided by Council resolution, a charge ~~fee~~ for restoring ~~discontinuing~~ water service ~~which has been discontinued because of~~ **due to nonpayment or** other noncompliance with these rules. Water service ~~which has been discontinued because of~~ **for** nonpayment or noncompliance with these rules shall not be ~~restored~~ **reestablished** in the name of ~~any a~~ relative, friend, family member, ~~nor in~~ **or** the same customer name when the head of the household has not changed or ~~when the~~ **original** customer of record at that service location would continue to receive water service, unless all charges have been paid.

11.01.095 Adjustments, back-billing, credits and refunds.

(1) The utility may make adjustments, back-bill, apply credits, pay refunds, or waive fees and charges in accordance with City Council policy. If no Council policy exists, the utility may make adjustments where it is deemed necessary for the proper conduct of the business of the utility. A full explanation of the reason for the adjustment or refund must be filed with the office records and will be made available upon request. Refunds are to be made to the ~~party that made the payment~~ **customer named on the account.**

When the utility determines that a customer has been mistakenly charged too much for water services, the utility will apply a credit to the account based on the date the error first occurred, the date the current customer became responsible for the bill, or a period not to exceed ~~six~~ **three** years, whichever is less. If the date cannot be reasonably determined, the utility will estimate the amount of the refund based on a period not to exceed ~~six~~ **three** years.

When the utility determines that a customer has not been charged or has not been charged enough for water services, the utility will back-bill the account based on the date the error first occurred, the date the current customer became responsible for the bill, or a period not to exceed ~~six~~ **three** years, whichever is less. If the date cannot be reasonably determined, the utility will estimate the bill for a period not to exceed one year. Customers who receive such a delayed bill will be offered the opportunity to make arrangements for installment payments.

Section 3: Codification.

The codifier of the Albany Municipal Code is authorized to make any formatting, grammatical, or numbering corrections necessary to codify this ordinance.

Passed by the Council: _____

Approved by the Mayor: _____

Effective Date: _____

Mayor

ATTEST:

City Recorder



RESOLUTION NO. _____

A RESOLUTION SETTING RATES FOR WATER USE AND REPEALING RESOLUTION NO. 7469

WHEREAS, the water fund is primarily dependent upon water rate revenues for its funding; and

WHEREAS, the rate structure should be designed to generate revenues adequate to properly operate and maintain the water system, to comply with regulatory requirements, to fund water system capital projects, and to meet debt service requirements; and

WHEREAS, in order to provide stability in developing the City's biennial budget and provide a degree of certainty for the ratepayers, the rate adjustments for the next two fiscal years are included in this one resolution; and

WHEREAS, should circumstances arise that would cause the council to want to readjust the rates in the intervening year, that is still allowable; and

WHEREAS, utility rate adjustments for the 2025- 2027 biennium were presented at the May 14, 2025, Albany City Council meeting; and

WHEREAS, the council initially implemented a low- income assistance program in 2006 Resolution No. 5166), and the latest revision to that program was in October 2021 Resolution No. 7060); and

WHEREAS, a three (3) percent water rate increase effective January 1, 2026, and a three (3) percent increase effective January 1, 2027, are required to meet the projected rate revenue requirements; and

WHEREAS, council previously approved the rate increases listed above with Resolution 7416 and Resolution 7469; and

WHEREAS, council approved the removal of customer deposits; and

WHEREAS, the council also desires to reflect the change from a "reconnection/restoration" fee to a "shutoff charge for non-payment."

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the rates and charges for water service as specifically described in " Exhibit A: 3% Water Rate Increase Effective January 1, 2026" and "Exhibit B: 3% Water Rate Increase Effective January 1, 2027" (attached hereto) are hereby adopted; and

BE IT FURTHER RESOLVED that water rates shall be automatically adjusted each January 1, beginning January 1, 2028, based on the percentage change in the Consumer Price Index (CPI U Pacific Cities Index) second half report, published in the preceding February of each year. Adjustments will match the Index up to inflation unless other action is taken by the City Council; and

BE IT FURTHER RESOLVED that Resolution No. 7384 is repealed effective January 1, 2026, and

BE IT FURTHER RESOLVED that the rates established by Exhibit A of this resolution shall be effective January 1, 2026, and the rates established by Exhibit B of this resolution shall be effective January 1, 2027.

DATED AND EFFECTIVE THIS 24th day of June 2026

Mayor

ATTEST:

City Recorder

Exhibit A: 3% Water Rate Increase Effective January 1, 2026

I. SERVICE FEES AND CHARGES

Description	Reference	Charge			
		Customer Type	Property Owner	Non-Property Owner	
Account Deposit	AMC 11.01.040(2a)	Residential	no deposit		\$0
		Multi-dwelling & Non-residential	no deposit		\$0
New Account – Service Fees	AMC 11.01.040(5)	Regular working hours \$20			
Restore Service Shutoff Charge	AMC 11.01.060(5)	Regular working field hours \$45 After hours \$60			
Financial Institution Returned Item	ORS 30.701(5)	\$35			
Past Due and Disconnection Notice	AMC 11.01.060(4)	\$10 per occurrence			
Tampering Fees	AMC 11.01.080(9)	\$100			
Meter Testing at Customer’s Request	AMC 11.01.090(1b)(ii)	Meter Size	Service Charge Deposit		
		¾-inch	\$15		
		Larger than ¾-inch	Actual Cost		
Drop-in Meter Installation	AMC 11.01.100(2)(3)	¾” meter \$275	1” meter \$340	1-1/2” meter \$1,771	2” meter \$1,883
Full Installation with meter (Excludes system development charges)	AMC 11.01.100(2)(3)	¾” meter \$2,950	1” meter \$2,975	1-1/2” meter Actual Cost	2” meter Actual Cost
Reduction of Meter Size (based on size of meter to be installed)	AMC 11.01.100(5b)	¾” meter \$275	1” meter \$340	1-1/2” meter \$1,771	2” meter \$1,883
Main Extensions	AMC 11.01.120(2h)	Actual Cost Plus 15% Overhead			
Fire Service Extensions	AMC 11.01.150(1)	Actual Cost Plus 15% Overhead			
Unauthorized Use of Fire Hydrant	AMC 11.01.180(1)&(4)	\$50 + \$4.62 per 100 cubic feet			
Metered Use of Hydrant	AMC 11.01.180(4)	Refundable Deposit	\$75.00		
		Set Up	\$25.00		
		Bulk Rate	\$4.62 per 100 cubic feet		
		Relocation Rate	\$25.00		
		Monthly Base Charge	\$132.05		

II. RESIDENTIAL, MULTI-DWELLING, AND NON-RESIDENTIAL WATER SERVICE

A. WATER CUSTOMERS INSIDE CITY LIMITS

Applicable to all residential, multi-dwelling, and non-residential customers receiving water service within the Albany city limits.

A residential customer is defined as a customer whose meter serves only one single-dwelling unit. All dwelling units served by individual meters shall be charged the residential rate for service. For example, the residential rate shall apply where separate water meters provide service to each side of a duplex. Multi-

dwelling customers are defined as customers whose meter services more than one dwelling unit. For the purposes of this rate resolution, dwelling unit shall be defined as any place of human habitation designed for occupancy based upon separate leases, rental agreements, or other written instruments.

Non-residential customers are defined as customers whose meter is for any use other than residential and multi-dwelling. Some examples of non-residential uses include but are not limited to commercial, industrial, institutional, and food processing. Examples of institutional uses include schools, hospitals, and nursing homes.

MONTHLY RATE:

Customer Class/ Meter Size	Base Charge (\$/month)	Consumption Charge		
		Block 1	Block 2	Block 3
Nonresidential & Multi-Dwelling		<i>Consumption Level (hundred cubic feet)</i>		
¾ inch or less	\$24.28	First 17	Next 17	Over 34
1 inch	\$35.47	First 18	Next 18	Over 36
1½ inch	\$80.84	First 21	Next 21	Over 42
2 inch	\$129.41	First 25	Next 25	Over 50
3 inch	\$259.07	First 28	Next 28	Over 56
4 inch	\$404.74	First 30	Next 30	Over 60
6 inch	\$809.26	First 31	Next 31	Over 62
8 inch	\$898.39	First 40	Next 40	Over 80
10 inch	\$898.39	First 92	Next 92	Over 184
12 inch	\$898.39	First 92	Next 92	Over 184
		<i>Consumption Rate (\$/100 cubic feet)</i>		
Nonresidential		\$4.54	\$3.31	\$3.14
Multi-dwelling		\$4.36	\$3.27	\$3.04
Residential		<i>Consumption Level (hundred cubic feet)</i>		
¾ inch or less	\$24.28	First 6	Over 6	NA
1 inch	\$35.47	First 6	Over 6	NA
1½ inch	\$80.84	First 6	Over 6	NA
2 inch	\$129.41	First 6	Over 6	NA
		<i>Consumption Rate (\$/100 cubic feet)</i>		
All Meters		\$5.41	\$3.43	NA
<i>Low-Income Assistance Program Surcharge – Residential Bills Only</i>				\$0.35

B. WATER CUSTOMERS OUTSIDE CITY LIMITS

Applicable to all residential, multi-dwelling, and non-residential customers receiving water service outside the Albany city limits and are not served by water lines previously operated by the North Albany County Service District (NACSD).

MONTHLY RATE

Rates by class as listed under Section I.A, Water Customers Inside City Limits, with a 10 percent surcharge on said rates for service outside the city limits.

C. WATER CUSTOMERS OUTSIDE CITY LIMITS IN BENTON COUNTY

Applicable to all residential, multi-dwelling, and non-residential customers outside city limits and served by water lines previously operated by the North Albany County Service District (NACSD).

MONTHLY RATE

The water rates adopted by the Benton County Commissioners acting as the governing body of the NACSD consistent with the contractual agreement between NACSD and the City of Albany.

D. CITY OF MILLERSBURG

The City of Millersburg will pay their share of capital expenses and cost to produce water at the Albany-Millersburg Water Treatment Plant according to the Albany-Millersburg Intergovernmental Agreement for Jointly Owned Water Facilities.

III. SPECIAL CONDITIONS APPLYING TO ALL CUSTOMERS

If water service is provided through a single meter to a facility that contains a mixture of customer classes, the customer class with the higher consumption rates shall be used for calculating the consumption portion of the bill. For example, all water used in a building that contains both non-residential and multi-dwelling uses will be billed at the non-residential consumption rate.

Meter readings from meters that measure flow in 1,000-gallon increments shall be converted to hundred cubic foot units prior to applying the appropriate consumption charge for calculating the water bill.

Water used during construction of a building shall be metered and billed at the rate appropriate for the type of facility being constructed. For example, water used during construction of a single-dwelling residence will be billed at the residential rate. When, during construction, setting a meter is impracticable, the amount of water used shall be estimated and billed at the appropriate rate for the type of facility being constructed.

Exhibit B: 3% Water Rate Increase Effective January 1, 2027

I. SERVICE FEES AND CHARGES

Description	Reference	Charge			
		Customer Type	Property Owner	Non-Property Owner	
Account Deposit	AMC 11.01.040(2a)	Residential	no deposit	\$100 \$0	
		Multi-dwelling & Non-residential	no deposit	\$100 \$0	
New Account – Service Fees	AMC 11.01.040(5)	Regular working hours \$20			
Restore Service Shutoff Charge	AMC 11.01.060(5)	Regular working field hours \$45 After hours \$60			
Financial Institution Returned Item	ORS 30.701(5)	\$35			
Past Due and Disconnection Notice	AMC 11.01.060(4)	\$10 per occurrence			
Tampering Fees	AMC 11.01.080(9)	\$100			
Meter Testing at Customer's Request	AMC 11.01.090(1b)(ii)	Meter Size ¾-inch	Service Charge Deposit \$15		
		Larger than ¾-inch	Actual Cost		
Drop-in Meter Installation	AMC 11.01.100(2)(3)	¾" meter	1" meter	1-1/2" meter	2" meter
		\$275	\$340	\$1,771	\$1,883
Full Installation with meter (Excludes system development charges)	AMC 11.01.100(2)(3)	¾" meter	1" meter	1-1/2" meter	2" meter
		\$2,950	\$2,975	Actual Cost	Actual Cost
Reduction of Meter Size (based on size of meter to be installed)	AMC 11.01.100(5b)	¾" meter	1" meter	1-1/2" meter	2" meter
		\$275	\$340	\$1,771	\$1,883
Main Extensions	AMC 11.01.120(2h)	Actual Cost Plus 15% Overhead			
Fire Service Extensions	AMC 11.01.150(1)	Actual Cost Plus 15% Overhead			
Unauthorized Use of Fire Hydrant	AMC 11.01.180(1)&(4)	\$50 + \$4.76 per 100 cubic feet			
Metered Use of Hydrant	AMC 11.01.180(4)	Refundable Deposit	\$75.00		
		Set Up	\$25.00		
		Bulk Rate	\$4.76 per 100 cubic feet		
		Relocation Rate	\$25.00		
		Monthly Base Charge	\$136.01		

II. RESIDENTIAL, MULTI-DWELLING, AND NON-RESIDENTIAL WATER SERVICE

A. WATER CUSTOMERS INSIDE CITY LIMITS

Applicable to all residential, multi-dwelling, and non-residential customers receiving water service within the Albany city limits.

A residential customer is defined as a customer whose meter serves only one single-dwelling unit. All dwelling units served by individual meters shall be charged the residential rate for service. For example, the residential rate shall apply where separate water meters provide service to each side of a duplex. Multi-

dwelling customers are defined as customers whose meter services more than one dwelling unit. For the purposes of this rate resolution, dwelling unit shall be defined as any place of human habitation designed for occupancy based upon separate leases, rental agreements, or other written instruments.

Non-residential customers are defined as customers whose meter is for any use other than residential and multi-dwelling. Some examples of non-residential uses include but are not limited to commercial, industrial, institutional, and food processing. Examples of institutional uses include schools, hospitals, and nursing homes.

MONTHLY RATE:

Customer Class/ Meter Size	Base Charge (\$/month)	Consumption Charge		
		Block 1	Block 2	Block 3
Nonresidential & Multi-Dwelling		<i>Consumption Level (hundred cubic feet)</i>		
¾ inch or less	\$25.01	First 17	Next 17	Over 34
1 inch	\$36.53	First 18	Next 18	Over 36
1½ inch	\$83.27	First 21	Next 21	Over 42
2 inch	\$133.29	First 25	Next 25	Over 50
3 inch	\$266.84	First 28	Next 28	Over 56
4 inch	\$416.88	First 30	Next 30	Over 60
6 inch	\$833.54	First 31	Next 31	Over 62
8 inch	\$925.34	First 40	Next 40	Over 80
10 inch	\$925.34	First 92	Next 92	Over 184
12 inch	\$925.34	First 92	Next 92	Over 184
		<i>Consumption Rate (\$/100 cubic feet)</i>		
Nonresidential		\$4.68	\$3.41	\$3.23
Multi-dwelling		\$4.49	\$3.37	\$3.13
Residential		<i>Consumption Level (hundred cubic feet)</i>		
¾ inch or less	\$25.01	First 6	Over 6	NA
1 inch	\$36.53	First 6	Over 6	NA
1½ inch	\$83.27	First 6	Over 6	NA
2 inch	\$133.29	First 6	Over 6	NA
		<i>Consumption Rate (\$/100 cubic feet)</i>		
All Meters		\$5.57	\$3.53	NA
<i>Low-Income Assistance Program Surcharge – Residential Bills Only</i>				\$0.35

B. WATER CUSTOMERS OUTSIDE CITY LIMITS

Applicable to all residential, multi-dwelling, and non-residential customers receiving water service outside the Albany city limits and are not served by water lines previously operated by the North Albany County Service District (NACSD).

MONTHLY RATE

Rates by class as listed under Section I.A, Water Customers Inside City Limits, with a 10 percent surcharge on said rates for service outside the city limits.

C. WATER CUSTOMERS OUTSIDE CITY LIMITS IN BENTON COUNTY

Applicable to all residential, multi-dwelling, and non-residential customers outside city limits and served by water lines previously operated by the North Albany County Service District (NACSD).

MONTHLY RATE

The water rates adopted by the Benton County Commissioners acting as the governing body of the NACSD consistent with the contractual agreement between NACSD and the City of Albany.

D. CITY OF MILLERSBURG

The City of Millersburg will pay their share of capital expenses and cost to produce water at the Albany-Millersburg Water Treatment Plant according to the Albany-Millersburg Intergovernmental Agreement for Jointly Owned Water Facilities.

III. SPECIAL CONDITIONS APPLYING TO ALL CUSTOMERS

If water service is provided through a single meter to a facility that contains a mixture of customer classes, the customer class with the higher consumption rates shall be used for calculating the consumption portion of the bill. For example, all water used in a building that contains both non-residential and multi-dwelling uses will be billed at the non-residential consumption rate.

Meter readings from meters that measure flow in 1,000-gallon increments shall be converted to hundred cubic foot units prior to applying the appropriate consumption charge for calculating the water bill.

Water used during construction of a building shall be metered and billed at the rate appropriate for the type of facility being constructed. For example, water used during construction of a single-dwelling residence will be billed at the residential rate. When, during construction, setting a meter is impracticable, the amount of water used shall be estimated and billed at the appropriate rate for the type of facility being constructed.



TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Patty McInnes, Utility Billing Customer Services Supervisor
Jeanna Yeager, Finance Director

DATE: March 21, 2026, for the June 24, 2026, City Council Meeting

A handwritten signature in blue ink, appearing to be "P. Troedsson", written over the "VIA:" line.

SUBJECT: Amendments to AMC Chapter 10.01 Regarding Sewer Utility Collections and Billing Adjustments

Purpose:

The proposed ordinance updates Albany Municipal Code (AMC) Chapter 10.01 related to sewer utility collections, billing adjustments, back-billing, credits, and refunds. The amendments clarify utility billing practices and reduce the allowable period for billing corrections from six years to three years.

Background/Discussion:

The proposed amendments revise portions of AMC Sections 10.01.090 and 10.01.095 governing sewer utility collections and billing adjustments.

Section 10.01.090 retains the City’s authority to pursue collection remedies authorized by state law, including certification of delinquent sewer charges to the county tax assessor pursuant to ORS 454.225. The amendment also clarifies the timing and accrual of interest on delinquent utility accounts.

Section 10.01.095 revises the utility’s authority regarding adjustments, back-billing, credits, and refunds. Current code permits corrections for periods up to six years. The proposed amendment reduces the maximum period for customer credits and back-billing to three years.

The proposed changes are intended to:

- Improve consistency with common municipal utility practices;
- Reduce administrative burden associated with researching older records;
- Improve fairness and predictability for customers;
- Limit exposure to large retroactive charges; and
- Encourage timely identification and correction of billing errors.

The ordinance also maintains provisions allowing installment payment arrangements for customers receiving delayed bills resulting from utility billing errors.

Strategic Plan Impact:

The proposed amendments support Effective Government Operations by improving consistency, transparency, and administrative efficiency in utility billing practices.

Budget/Staff Impact:

The proposed amendments are not anticipated to have a significant budget or staffing impact. Reducing the billing correction period from six years to three years may modestly reduce long-term revenue recovery opportunities while also limiting potential liabilities associated with customer credits.

Staff Recommendation:

Staff recommends that the City Council approve the ordinance amending AMC Sections 10.01.090 and 10.01.095.

Alternatives:

1. Direct staff to modify/revise the proposed amendments.
2. Take no action/do not adopt the ordinance.

Attachments:

1. Ordinance Amending AMC Chapter 10.01



AN ORDINANCE AMENDING ALBANY MUNICIPAL CODE CHAPTER 10.01 RELATING TO SEWER UTILITY COLLECTIONS, ADJUSTMENTS, BACK-BILLING, CREDITS, AND REFUNDS

WHEREAS, the City of Albany operates and maintains a municipal sewer utility system; and

WHEREAS, Albany Municipal Code Chapter 10.01 establishes procedures for sewer utility collections, billing adjustments, credits, refunds, and back-billing; and

WHEREAS, the City Council finds it necessary and appropriate to clarify and update provisions related to utility billing corrections and collections; and

WHEREAS, the City Council finds that reducing the allowable period for utility billing corrections from six years to three years promotes fairness, administrative efficiency, and consistency in utility operations

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

Section 1: Amendment of AMC Sections 10.01.090 and 10.01.095.

Albany Municipal Code Sections 10.01.090 and 10.01.095 are hereby amended to read as follows:

Section 2: Amendments

Text to be removed is shown in strikethrough format and text to be added is shown in red.

10.01.090 Collection

(3) Means of Collection – Interest.

Should the City find it necessary to collect any delinquent fees or charges for sewer connection or sewer use, it shall be entitled to use any means provided by the laws of the State or permitted by the Charter and ordinances of the City, or any delinquencies in payment of either sewer system development charges or sewer use charges may be certified to the Tax Assessor of Linn County *or Benton County* for collection in the manner and as provided by ORS 454.225. Fees and charges which are delinquent shall draw interest at nine percent per annum. Interest shall not be charged if the account is brought current within 60 days of becoming due and payable. If not so paid, interest shall accrue from the date the debt is due. Any interest charge due hereunder which is not paid when due may be recovered in an action at law by the City.

10.01.095 Adjustments, Back-Billing, Credits and Refunds.

(1) The utility may make adjustments, back-bill, apply credits, pay refunds, or waive fees and charges in accordance with City Council policy. If no Council policy exists, the utility may make adjustments where it is deemed necessary for the proper conduct of the business of the utility. A full explanation of the reason for the adjustment or refund must be filed with the office records and will be made available upon request. Refunds are to be made to the ~~party that made the payment~~ *customer(s) on the account.*

When the utility determines that a customer has been mistakenly charged too much for sewer services, the utility will apply a credit to the account based on the date the error first occurred, the date the current customer became responsible for the bill, or a period not to exceed ~~six~~ *three* years

whichever is less. If the date cannot be reasonably determined, the utility will estimate the amount of the credit based on a period not to exceed ~~six~~ *three* years.

When the utility determines that a customer has not been charged or has not been charged enough for sewer services, the utility will back-bill the account based on the date the error first occurred, the date the current customer became responsible for the bill, or a period not to exceed ~~six~~ *three* years, whichever is less. If the date cannot be reasonably determined, the utility will estimate the bill for a period not to exceed one year. Customers who receive such a delayed bill will be offered the opportunity to make arrangements for installment payments

Section 3: Codification.

The codifier of the Albany Municipal Code is authorized to make any formatting, grammatical, or numbering corrections necessary to codify this ordinance.

Passed by the Council: _____

Approved by the Mayor: _____

Effective Date: _____

Mayor

ATTEST:

City Recorder



TO: Albany City Council

VIA: Peter Troedsson, City Manager

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

A handwritten signature in blue ink, appearing to be "Diane Murzynski".

DATE: June 5, 2026, for the June 24, 2026, City Council Meeting

SUBJECT: Amend Albany Municipal Code (AMC) Chapter 2.66 Procurement

Purpose:

Council approval of an ordinance amending Albany Municipal Code Chapter 2.66, renaming it to “Contracts and Procurement”, and repealing obsolete resolutions and ordinances to consolidate and streamline the City’s purchasing workflows.

Background/Discussion:

The City’s current contracting and procurement regulations are fragmented across various historical ordinances and resolutions. This structure creates administrative inefficiencies and complexities. The proposed amendments modernize our code, align local thresholds with the State of Oregon, and centralize all regulations into a single, cohesive chapter.

The key changes in this update include matching local procurement thresholds directly with current State of Oregon limits, clarification of authority and refining approval, signature, and contract amendment authority; introduces clear procedures for sole-source procurements, product standardization, cooperative purchasing, and real property transactions; and repeals outdated Resolutions (Nos. 2558, 4484, 5183) and Ordinances (Nos. 5622, 5656, 6034) to house all rules cleanly within AMC 2.66.

Strategic Plan Impact:

The proposed amendments support the City's High-Performing Government vision area by improving the efficiency, consistency, and transparency of the City's procurement and contracting processes. The changes help ensure public funds are managed responsibly while providing staff with clear and effective tools to support City operations and service delivery.

Budget/Staff Impact:

None.

Staff Recommendation:

Staff recommend that Council:

- 1.) Discuss and deliberate on the proposed changes, hold a first and second reading.
- 2.) Adopt the ordinance to Amend Albany Municipal Code Chapter 2.66 and rename the chapter "Contracts and Procurement" as set forth in Exhibit A of the Ordinance; and repeal Ordinances Nos. 5622, 5656 and 6034.
- 3.) Adopt Resolution to repeal Resolutions Nos. 2558, 4484, and 5183.

Alternatives:

1. Do not approve procurement amendments, retain the existing code chapter, ordinances and resolutions by taking no action

Attachments:

1. Ordinance
2. Resolution



ORDINANCE NO. _____

AN ORDINANCE AMENDING ALBANY MUNICIPAL CODE CHAPTER 2.66, TO CONTRACTS AND PROCUREMENT; REPEALING ORDINANCES NOS. 5622, 5656, AND 6034

WHEREAS, Albany Municipal Code Chapter 2.66 was originally adopted by Ordinance No. 5041 on February 23, 2005, and subsequently amended by Ordinance No. 6034 on January 10, 2024; and

WHEREAS, the City has adopted the Oregon Attorney General's Model Public Contracting Rules pursuant to ORS Chapters 279A, 279B, and 279C and may adopt supplemental contracting and procurement requirements pursuant to AMC 2.66.020; and

WHEREAS, the City has reviewed its contracting and procurement requirements and identified opportunities to improve efficiency, consistency, accountability, and alignment with current public contracting practices; and

WHEREAS, the proposed amendments align procurement thresholds with State of Oregon thresholds, revise contract approval and signature authority, establish contract amendment authority, and clarify procurement procedures; and

WHEREAS, the proposed amendments add provisions for sole source procurements, standardization of goods and services, cooperative procurements, and real property acquisition and disposal procedures to provide greater operational flexibility and efficiency; and

WHEREAS, the City's contracting and procurement requirements are currently contained in multiple ordinances and resolutions, and consolidation of those requirements into Albany Municipal Code Chapter 2.66 will improve administration, consistency, and ease of use; and

WHEREAS, minor housekeeping revisions have also been made to improve clarity and administration of the City's contracting and procurement requirements.

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

Section 1. Albany Municipal Code Chapter 2.66 is hereby amended and renamed from "Procurement" to "Contracts and Procurement" as set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 2. Ordinances Nos. 5622, 5656, and 6034 are hereby repealed.

Passed by the Council: _____

Approved by the Mayor: _____

Effective Date: _____

Mayor

ATTEST:

City Recorder

Exhibit A – Contracts and Procurement

Chapter 2.66

CONTRACTS AND PROCUREMENT

Sections:

[2.66.010](#) Title.

[2.66.020](#) Authority.

[2.66.030](#) Local contract review board/contracting agency.

[2.66.040](#) Contracts that require city council approval.

[2.66.050](#) Interpretation of public contracting rules.

[2.66.060](#) Exempt contracts.

[2.66.070](#) Personal services contracts.

[2.66.080](#) Disposition of surplus property.

[2.66.090](#) **Temporary-Contract** extensions or renewals.

[2.66.100](#) **Use of electronic means for solicitation, notices, and submittal response.**

[2.66.110](#) **Signature authority.**

[2.66.120](#) **Contract amendment.**

[2.66.130](#) **Sole-source procurement.**

[2.66.140](#) **Standardization.**

[2.66.150](#) **Cooperative procurement.**

[2.66.160](#) **Acquisition and disposal of real property.**

2.66.010 Title.

This chapter shall be known and may be cited as the **Contracts and Procurement** ordinance of the City of Albany. (Ord. 5612 § 2, 2005).

2.66.020 Authority.

(1) Except as provided herein, or by subsequent ordinance or resolution, the model rules, Division 46, 47, 48 and 49, adopted by the Attorney General under ORS Chapters [279A](#), [279B](#) and [279C](#) as they now exist, and as they may be amended in the future, and in the Albany Municipal Code, are hereby adopted as the City's public

contracting rules. Words and phrases used by these rules that are defined in ORS Chapters [279A](#), [279B](#) and [279C](#) and in the model rules have the same meaning as defined in ORS Chapters [279A](#), [279B](#) and [279C](#) and the model rules. In the event that rules adopted by the local contract review board do not address a particular situation, the model rules apply. The terms of this chapter shall revise or supplement the model rules. In the event of a conflict between this chapter and the model rules, this chapter shall control.

~~(a) Except as otherwise expressly provided in ORS Chapter 279B, the procedures used to solicit and award contracts for small and intermediate goods and services, and personal services; and ORS Chapter 279C public improvement contracts, specifically small contracts, will incorporate the following modifications:~~

~~(i) Small procurement: (1) A contracting agency may award a public contract for goods or services and personal services that does not exceed \$25,000 in any manner the contracting agency deems practical or convenient, including by direct selection or award:~~

~~(ii) Intermediate procurement: (1) A contracting agency may award a procurement of goods or services and personal services that exceed \$25,000 but does not exceed \$150,000 in accordance with intermediate procurement procedures. When conducting intermediate procurement, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors.~~

~~(iii) Public improvement contracts: (1) A contracting agency may award a public improvement contract without competitive bids if the public improvement contract has a value of less than \$25,000.~~

~~(A) Goods, Services and Personal Services: The City may award a public contract for goods, services, and personal services in the following manner:~~

~~1) Small Procurements: Public contracts that do not exceed \$25,000, may be awarded in any manner the contracting agency deems practical or convenient, including by direct selection or award.~~

~~2) Intermediate Procurements: Contracts with an estimated value that exceed \$25,000 but do not exceed \$250,000, shall be awarded in accordance with intermediate procurement procedures, ORS 279B.070. When conducting intermediate procurements, a contracting agency shall seek at least three informally solicited competitive price quotes or competitive proposals from prospective contractors.~~

~~3) Large Procurements: Public contracts exceeding \$250,000 must follow competitive bids or proposals outlined in ORS 279B.055 and ORS 279B.060. The contracting agency shall demonstrate due diligence in seeking competitive proposals or bids from prospective contractors during the solicitation process.~~

(B) Consultants for Architectural, Engineering and Other Related Services: The City shall select consultant services based primarily on the consultant's qualifications for the type of professional services defined in ORS 279C.110. Prospective consultants may be evaluated using specialized experience, technical competence, performance record, resource availability, and geographic familiarity. Contracts shall be awarded as follows:

1) Small Consultant Services: A direct award of a public contract may be made up to \$100,000 without a competitive bidding process.

2) Intermediate Consultant Services: Consultant services with an estimated value over \$100,000 up to \$250,000, require soliciting three informal, competitive proposals. Submissions will be evaluated and a selection will be made by the City based on qualifications, in its sole discretion.

3) Large Consultant Services: Services with a value exceeding \$250,000 require the use of a formal, competitive, qualification-based selection method to determine the most qualified consultant.

(C) Construction Services: The City may award a public improvement contract in accordance with ORS 279C.300, and unless a specific exemption applies, under ORS 279C.335, most contract awards require competitive bidding.

1) Small Public Improvements: Public improvement projects with an estimated value of up to \$25,000 are exempt from competitive bidding requirements and may be issued as direct award contracts.

2) Intermediate Public Improvements: Public improvements that exceed \$25,000 and up to \$100,000 require informally solicited competitive quotes, prioritizing written requests, and maintaining a written record of the quote request and quotes received. Prevailing wage rates and bond requirements may apply.

3) Large Public Improvements: Improvement projects exceeding \$100,000 require a formal, competitive bidding process. City requires a written invitation to bid issued, which includes prevailing wage mandates, bonding requirements (bid bond, performance bond, payment bond, and retainage election), and specific guidelines to ensure timely, budget-compliant completion. Bids are unsealed in a public forum, and a written tabulation of the results is posted for transparency.

(2) Except as provided herein the model rules adopted by the Attorney General under ORS 279A, 279B and 279C (the "model rules") do not apply.

(3) AMC [2.66.010](#) through ~~[2.66.100](#)~~ [2.66.160](#) adopted as the City's public contracting rules. (Ord. 6034 § 1, 2024; Ord. 5612 § 2, 2005).

2.66.030 Local contract review board/contracting agency.

The city council of the City of Albany is designated and shall continue as the local contract review board under the State of Oregon Public Contracting Code. The contract review board may, from time to time, delegate its powers and responsibilities consistent with the Oregon Public Contracting Code, the model rules, or the Albany Municipal Code. Except as may be specified in AMC [2.66.010](#) through [2.66.100](#) the city manager is designated as the City’s “contracting agency” as that term is defined in ORS [279A.010](#)(1b). With the authorization of the city manager, the deputy city manager, the finance director, or any other department director may be delegated the power and authority of the “contracting agency” for purposes of contracting powers and duties assigned to the City of Albany as a “contracting agency” under the State of Oregon Public Contracting Code or the model rules. Except as otherwise provided in these rules, the powers and duties of the local contract review board, under the Public Contracting Code, shall be exercised and performed by the city council of the City of Albany and all powers and duties given or assigned to contracting agencies by the Public Contracting Code shall be exercised or performed by the city manager. The city manager, acting as contracting agency, may award a contract requiring city council approval should conditions exist that require an immediate purchase and the city council is unable to approve the contract award. A report shall be submitted by the department to the city council to confirm the contract award at the next regularly scheduled meeting. (Ord. 6034 § 1, 2024; Ord. 5612 § 2, 2005).

2.66.040 Contracts that require city council approval.

Notwithstanding any other provision of this chapter, procurements that require city council approval prior to execution shall include procurements of goods, services, personal services, or public improvements with a value in excess of ~~\$250,000~~ **\$500,000**, and change orders or amendments to such contracts which in the aggregate exceed 10 percent of the original amount except for the personal services contract with the city attorney, which shall be executed by the city manager. The city council will also approve the contract with the municipal judge. ~~Department directors have authority to sign all contracts, agreements, proposals, intergovernmental agreements, and memoranda of understanding within the scope of their supervisory duties between the City and other parties.~~ (Ord. 6034 § 1, 2024; Ord. 5612 § 2, 2005).

2.66.050 Interpretation of public contracting rules.

In furtherance of the goals of promoting fair, efficient, and cost effective purchasing and contracting, the contracting agency may interpret all public contracting rules and regulations so as to provide the City of Albany with the full use of all contracting powers and authorities described in ORS Chapters [279A](#), [279B](#), and [279C](#). (Ord. 5612 § 2, 2005).

2.66.060 Exempt contracts.

Except as may be modified by AMC [2.66.010](#) through ~~2.66.100~~; [2.66.160](#) the following classes of public contracts are hereby exempted from competitive procurement and may be awarded in any manner that is fiscally responsible which the city manager deems appropriate, including direct appointment or purchase:

(1) Any contract exempted by the State of Oregon Public Contracting Code or model rules including the following classes of contracts specifically exempted by the State of Oregon Public Contracting Code or model rules: ORS [279A.025](#), “Application of Public Contracting Code”; ORS [279A.180](#), “Purchases Through Federal Programs”; ORS [279A.190](#), OAR [137-046-0130](#), and “Transfers of Fire Protection Equipment Between Fire Departments”.;~~and ORS 279A.200 et seq., “Cooperative Procurement”; and ORS 279A.220, “Interstate Cooperative Procurements.”~~

(2) Any agreement or condition of approval entered into with or required by the City of Albany for carrying out conditions of approval of a land use decision of the City of Albany. The term “land use decision” has the meaning provided by ORS [197.015](#).

(3) In the event of an emergency involving ~~a sudden, unexpected and unforeseen circumstance an immediate hazard that poses an immediate threat to life, to the public health, property, or the environment, safety, or welfare~~, the city manager, the deputy city manager, the finance director, or public works director ~~may approve the department request to~~ secure necessary goods and/or services ~~or acquire construction services or improvements~~ without a ~~formal~~ competitive selection process. For any emergency contract in excess of ~~\$250,000~~ [\\$500,000](#) the local contract review board at a regularly scheduled meeting, within 30 days of the procurement, will be furnished with a full report of the circumstances and costs of the materials and/or services secured, and the method used for the selection of the particular contractor.

(4) Contracts for the purchase of copyrighted materials where there is only one supplier available within a reasonable purchase area for such goods.

(5) Contracts for the purchase of advertising, including ~~that those~~ intended for the purpose of giving public or legal notice.

~~(6) Contracts for the purchase of services, equipment or supplies for maintenance, repair or conversion of existing equipment if required for efficient utilization of such equipment.~~

~~(7)~~(6) Contracts for the purpose of investment of public funds or the borrowing of funds.

~~(8)~~ (7) Purchases of goods or services pursuant to a requirements contract which was established by a formal competitive selection process. Purchases may also be made at

prices established by a requirement contract or other agreement between another public body and a contractor if the requirements contract was established by a formal competitive selection process and allowed for other public entity use.

~~(9)~~ (8) Contracts for the purchase of goods or services where the rate or price for the goods or services being purchased are established by federal, state or local regulating authority.

~~(10)~~ (9) Any other contract ~~(including brand name specification contracts)~~ where the public interest would be promoted by exempting the contract from the competitive bidding process; provided, that the contract review board adheres to the Public Contracting Code and the model rules in making the exemption. (Ord. 6034 § 1, 2024; Ord. 5612 § 2, 2005).

2.66.070 Personal services contracts.

(1) Except for architects, engineers, land surveyors, and related service providers, whose appointment shall be governed by the model rules, the city manager or ~~deputy city manager his/her designee~~ may determine the procedures to be employed in the selection of personal service contractors. These procedures may include any of the procedures authorized for the procurement of goods and services under the model code including direct appointment or acquisition, or a hybrid method incorporating qualification review, interviews, and/or direct appointment. The city manager may promulgate policies and procedures, which shall provide guidance concerning selection procedures to be employed for certain contracts or classes of contracts, used for the City Municipal Court personal services contracts, i.e., city attorney, municipal judge, and defense attorney. Any policies and procedures adopted by the city manager as provided above are for internal City purposes only and do not limit or proscribe the authority of the city manager or ~~the deputy city manager, his/her designate~~ regarding any particular contract.

(2) “Personal services contract” means, in general, a contract with an independent contractor predominantly for services that require special training or certification, skill, technical, creative, professional or communication skills or talents, unique and specialized knowledge, or the exercise of judgment skills, and for which the quality of the service depends on attributes that are unique to the service provider. Such services specifically include, but are not limited to, the services of architects, engineers, land surveyors, attorneys, auditors, and other licensed professionals, artists, designers, computer programmers, performers, consultants, and property managers. The city manager or ~~designee~~ **deputy city manager** shall have discretion to determine whether additional types of services not specifically mentioned in this subsection fit within the general definition of personal services. (Ord. 5965 § 1, 2021; Ord. 5656 § 1, 2006; Ord. 5612 § 2, 2005).

2.66.080 Disposition of surplus property.

The contracting agency shall have the authority to dispose of surplus property by any **disposal** means determined to be in the best interest of the City, **considering sustainability, and** with due regard for the value the City will receive from the disposal of the surplus property, including but not limited to:

- (1) Sale to the highest qualified buyer meeting the sale terms and the sale has been advertised **at least once in a newspaper of general circulation in the Albany area using electronic means of publication for** not less than one week prior to the sale;
- (2) Traded in on the purchase of replacement equipment or supplies;
- (3) Sold at public auction advertised **using electronic means of publication for**~~at least once in a newspaper of general circulation in the City of Albany~~ not less than one week prior to the auction. The published notice shall specify the time, place and terms upon which the personal property shall be offered and a general description of the personal property to be sold;
- (4) Sold at a fixed price **based on market value research of surplus retail property sale sites**;
- (5) Donated to a unit of government or non-profit organization that will be expected to utilize it for the public benefit;
- (6) Recycle, destroy, or otherwise dispose of the property when it is determined that the value and the condition of the property does not warrant the cost of sale;
- (7) Donated surplus property for historical preservation, salvage, or repurposed surplus with alternative uses;**
- (8) All personal property sold **or donated** pursuant to this section shall be ~~sold~~ **released** “as-is” without any warranty **or representations**, either express or implied, of any kind;
- ~~(8)~~**(9) Electronics must be scrubbed and all data removed prior to disposal to ensure data destruction. Donations shall be made to approved e-waste recycling facilities;**
- (10) Sales of surplus personal property may be conducted electronically. (Ord. 5612 § 2, 2005).

2.66.090 Temporary Contract extensions or renewals.

Contracts can be extended for a single period of one year or less, for the temporary extension or renewal of an expiring or non-renewable **contract**, or recently expired contract. ~~(other than for public improvements)~~. Contracts that are being renewed will be in accordance with their terms and are not considered to be newly issued contracts; therefore, they will not be subject to competitive procurement procedures and **will be extended or renewed in accordance with contract amendment procedures. Contracts may**

be extended to complete deliverables and to conduct a solicitation process to establish a new contract. Any additional extension of time will require written justification and approval by the Finance Director or designee. (Ord. 5622 §1, 2005).

2.66.100 Use of electronic means for solicitation, notices, and submittal response.

Notices, solicitations and advertisements of procurement opportunities or awards shall use electronic means of communication with interested bidders and parties in compliance with ORS allowable advertising and public notice options, such as posting on the City’s website, the State of Oregon procurement site, and other electronic means ~~bulletin boards~~. If the public contract requires additional publications in a trade journal of statewide publication, notices shall be posted with the Daily Journal of Commerce for compliance with effective distribution of opportunities to suppliers and outreach to disadvantaged business enterprises. Electronic delivery will be made available for bidders and proposers to submit their response to procurement opportunities and electronic means ~~will~~ ~~may~~ be used for receipt of bids and proposals and for conducting public procurement bid/proposal openings. (Ord. 6034 § 1, 2024).

2.66.110 Signature authority.

Department directors have authority to execute all contracts, agreements, proposals, intergovernmental agreements, and memoranda of understanding, and any other documents of the same type up to \$1,000,000 within the scope of their supervisory duties, between the City and other parties. Contracts, agreements, proposals, and memoranda of understanding that exceeds \$1,000,000 must be signed by the City Manager or the Deputy City Manager.

2.66.120 Contract amendment.

An amendment is an agreement to change or extend the terms or conditions of an existing contract or agreement without changing the initial purpose or scope of the contract or agreement. Contract amendments must not constitute a material change.

Contract amendments shall align with the provisions and procurement category amendment limits provided for in ORS 279A-C. Procurement sourcing categories that do not have a State set cumulative contract amendment limit shall be limited to 25% of the original established contract and cannot exceed the procurement category threshold. Contracts that require change orders or amendments that will exceed the procurement price threshold or the established contract amendment limit, require written justification submitted to the Finance Director or designee for consideration.

2.66.130 Sole-source procurement.

Pursuant to ORS 279B.075 and OAR 137-047-0275, the Finance Director or designee is designated to determine in writing the goods or services, and personal services, or classes of goods or services which are available from only one source upon receipt of a written request. Written findings may include that the efficient utilization of existing goods and services requires acquiring compatible goods or services; that the goods or services required to exchange software or data with other public or private agencies are only available from one source; that the goods or services are for use in a pilot or an experimental project. Sole-source justifications may include unique compatibility, proprietary technology, and a consultant's historical specialized project knowledge or expertise.

2.66.140 Standardization.

Standardization includes procurement of goods and services for consistency, predictability, safety and organizational efficiencies, and may be required by uniform guidelines or procedures. Standardization may restrict purchases to a specific brand or may require a unique single source purchase. Written findings are required for standardization and brand-name or equivalent purchases and shall be based on market research proving competition is not feasible or is disadvantageous. Standardization applies to goods and services, personal services, and equipment and software maintenance, parts, labor and repairs. Written request must be submitted to Finance Director or designee for consideration.

2.66.150 Cooperative procurement.

The City may participate in, sponsor, conduct, or administer joint cooperative procurements, permissive cooperative procurements, and interstate cooperative procurements pursuant to ORS 279A.200-225. Requests for the use of new purchasing cooperatives must be submitted to the Finance Director or designee for consideration and approved for citywide use.

2.66.160 Acquisition and disposal of real property.

The City may buy, sell, transfer, exchange, lease, or dispose of real property interests according to ORS 221 and ORS 271. Additionally, the City Council may approve contracts to lease, rent or finance property needed for public use.

Acquisitions: City Council must review and approve all real estate acquisitions by formal motion. Each transaction requires comprehensive written documentation, especially when dealing with complex terms and conditions. Real estate acquisitions may involve exchange of real estate, the right of the seller to inhabit the property for a period after the transaction closes, an insurance requirement, the satisfaction of related or unrelated financial

obligations, environmental assessments, wetlands research, easements, vacation of City rights-of-way, and donations from seller and other conditions.

Disposals: The City, upon approval by City Council, can sell, lease or transfer public lands they control and efficiently dispose of real property that is no longer needed for public use or to further the public interest. Strict guidelines must be followed regarding public notice, hearings, competitive disposal and specific exemptions for affordable housing and intergovernmental transfers. Property disposals require valuations and may include restrictions on public purpose use or limitation on the term of use. Public disposal of surplus real property may depend upon the categories of real property and the procedures required. Alternative disposal procedures may include the use of competitive request-for-proposals (RFP) processes, which prioritize best-use evaluations.

Property Disposal Categories Requiring Proposals of Intended Use and Consideration:

- (1) Properties obtained through the foreclosure of delinquent liens or assessments which were pledged as bonded debt security, and upon which the City has clear title following the applicable redemption period.
- (2) Properties owned by the City as a result of gifts, donations or bequests which have been determined by the City to be excess and unneeded for public use.
- (3) Properties purchased for public improvements, City property projects or land development which have been determined by the City to be excess and unneeded for public use.
- (4) Properties acquired by the City by purchase from a public or private utility, or local government which have been determined excess and unneeded for public use.

Property Disposal Categories That Allow Exemptions:

- (1) Properties that are less than \$5,000 may be disposed of in any manner that is justifiable by the City in its best judgement, upon a determination the property is excess and unneeded for public use. Property may be sold directly to an interested party based on the market value of the parcel or portion of the parcel to be sold.
- (2) Affordable housing exemptions allow direct sale of real property for the development of affordable housing for low- or moderate-income households but require the property to be bound by a covenant for the intended purpose.

Property Disposal Procedures and Financial Requirements:

- (1) Surplus city real property may be sold through a competitive RFP process that prioritizes best-use evaluations. All public notices for these sales shall be posted electronically and must detail the timing of public hearing, property location, property description and valuation, zoning classifications, and justification for the sale.
- (2) Any property of the categories described above, notwithstanding exemptions, shall include terms that are in the best interest of the City. Consideration received by the City must be no less than the amount of unpaid liens, interest, penalty costs, taxes, and direct costs incurred by the City. All expenses incurred by the City in maintaining and protecting the property together with all appraisal costs, closing expenses, and related real estate commissions will be considered direct costs for the purposes of determining the minimum consideration which shall be accepted. The Finance Director shall hold the authority to grant leasehold interests or purchase options to interested buyers.
- (3) All City property will maintain adequate fire insurance upon all improvements located upon any real property. The costs of said insurance shall be considered an expense incurred in maintaining and protecting the property and considered a direct cost pursuant to consideration.
- (4) The consideration received by the City must not be less than the appraised fair market value of the property as determined by the records of the tax assessor of the County in which the property is located or the fair market value of the property as determined by a fee appraisal performed by a qualified appraiser, satisfactory to the City.
- (5) The City Manager and Finance Director may sell, exchange, or convey real property for less consideration than that set forth above after receiving approval of the City Council. In disposing of property, the Finance Director may employ, on a commission basis, any licensed real estate broker or salesperson that would not have a potential or real conflict of interest performing property conveyance procedures.



RESOLUTION NO. _____

A RESOLUTION RELATING TO CONTRACTS AND PROCUREMENT AND REPEALING RESOLUTION NOS. 2558, 4484 AND 5183

WHEREAS, Albany Municipal Code Chapter 2.66 was originally adopted by Ordinance No. 5041 on February 23, 2005, and subsequently amended by Ordinance No. 6034 on January 10, 2024; and

WHEREAS, the City has reviewed its contracting and procurement requirements and identified opportunities to improve efficiency, consistency, accountability, and alignment with current public contracting practices; and

WHEREAS, Staff presented proposed amendments to AMC 2.66 on June 24, 2026 to align procurement thresholds with State of Oregon thresholds, revise contract approval and signature authority, establish contract amendment authority, and clarify procurement procedures; and

WHEREAS, the proposed amendments add provisions for sole source procurements, standardization of goods and services, cooperative procurements, and real property acquisition and disposal procedures to provide greater operational flexibility and efficiency; and

WHEREAS, the City's contracting and procurement requirements are currently contained in multiple ordinances and resolutions, and consolidation of those requirements into Albany Municipal Code Chapter 2.66 will improve administration, consistency, and ease of use

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that RES NO. 2558, RES NO. 4484, and RES NO. 5183 are repealed.

DATED AND EFFECTIVE THIS 24TH DAY OF JUNE 2026.

Mayor

ATTEST:

City Recorder



TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Jenn Ambuehl, Budget Manager
Jeanna Yeager, Finance Director

DATE: May 15, 2026, for the June 24, 2026, City Council Meeting

SUBJECT: 2025-2027 Supplemental Budget SBA 261201

Purpose:

Adopt, via resolution, the proposed 2025-2027 Biennium supplemental budget

Background/Discussion:

Per ORS 294.473, when a supplemental budget will adjust fund expenditures by 10% or less the supplemental budget may be adopted at a regularly scheduled meeting of the governing body and does not require a public hearing. The proposed adjustments, by fund and function, are presented below.

General Fund

- Increase Public Safety Operations by \$1,074,903 to reflect increased transfer to General Fund from the Public Safety Levy to offset higher than anticipated personnel and insurance costs. Allows Albany Police Department to allow over hire of upcoming retiree positions to allow sharing of institutional knowledge.

Grant Fund

- Increase General Government Operations by \$81,114 to establish budget appropriation due to unanticipated carry-over from 2023-2025 biennium for Mental Health Professional.
- Increase Public Works Operations by \$450,000 to finish out grant projects that were originally anticipated to sunset in FY25 but were pushed into FY26. Funded by state and federal resources.

Public Safety Levy Fund

- Increase transfer appropriation to General Fund by \$1,206,020 due to higher than anticipated carry-over from 2023-2025 biennium.

Equipment Replacement Fund

- Decrease Public Safety Operations by (\$700,000) due to transfer not being necessary as equipment (fire engine) was purchased in another fund. This is the second half of transaction that was included in APT 261201.
- Increase Public Safety Operations by \$131,117 to reflect increased transfer to Equipment Replacement Fund from the Public Safety Levy to close-out CAD/RMS Orgs for Albany Fire Department and Albany Police Department.

Central Services Fund

- Decrease General Government Operations by (\$768,500) to establish a Transfer to Public Works (PW) Central Services Fund to move the appropriation authority of the GIS program.
- Create Transfer appropriation in amount of \$768,500 to move the GIS program to PW Central Services Fund where it is now managed.

** These actions must be carried out via Supplemental Budget due to General Government not being an established function within PW Central Services Fund. **

Public Works Central Services Fund

- Establish General Government Operations \$768,500 to establish the appropriation authority of the GIS program within the PW Central Services Fund where it is now managed.

Strategic Plan Impact:

Effective Government – Ensure compliance with all federal and state regulations relating to municipal services.

Budget/Staff Impact:

Increase to appropriations totaling \$3,011,654.

Staff Recommendation:

Staff recommend City Council adopt the supplemental budget resolution as presented.

Attachments:

1. Resolution



RESOLUTION NO. _____

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET FOR BIENNIUM 2025-2027

WHEREAS, the Albany City Council adopted a budget for the 2025-2027 biennium on June 18, 2025; and

WHEREAS, ORS 294.471 authorizes the creation of a supplemental budget as there have been occurrences or conditions that were not known at the time the budget was prepared that requires a change in financial planning; and

WHEREAS, there have been occurrences which were not anticipated at the time of budget adoption, which require prompt action, and are necessary to meet the needs of the organization.

NOW, THEREFORE, BE IT RESOLVED by the Albany City Council that the appropriations totaling \$3,011,654 shown below, for the 2025-2027 biennium are hereby adopted; and

GENERAL FUND (100)			
	Budget Adopted	Supplemental Budget 261201	Budget Revised
<i>Operating Programs</i>			
General Government	\$ 10,348,554.00	\$ -	\$ 10,348,554.00
Public Safety	95,940,878.00	1,074,903.00	\$ 97,015,781.00
Culture & Recreation	8,066,400.00	-	\$ 8,066,400.00
<i>Transfers</i>	882,668.00	-	\$ 882,668.00
<i>Contingency</i>	4,004,900.00	-	\$ 4,004,900.00
<i>Reserved</i>	3,278,600.00	-	\$ 3,278,600.00
Total	\$ 122,522,000.00	\$ 1,074,903.00	\$ 123,596,903.00

GRANT FUND (203)			
	Budget Adopted	Supplemental Budget 261201	Budget Revised
<i>Operating Programs</i>			
General Government	\$ 2,163,900.00	\$ 81,114.00	\$ 2,245,014.00
Public Safety	7,018,875.00	-	\$ 7,018,875.00
Public Works	1,360,900.00	450,000.00	\$ 1,810,900.00
Culture & Recreation	923,200.00	-	\$ 923,200.00
<i>Transfers</i>	134,600.00	-	\$ 134,600.00
Total	\$ 11,601,475.00	\$ 531,114.00	\$ 12,132,589.00

PUBLIC SAFETY LEVY FUND (215)			
	Budget Adopted	Supplemental Budget 261201	Budget Revised
<i>Transfers</i>	\$ 12,060,200.00	\$ 1,206,020.00	\$ 13,266,220.00
<i>Contingency</i>	202,400.00	-	\$ 202,400.00
Total	\$ 12,262,600.00	\$ 1,206,020.00	\$ 13,468,620.00

CAPITAL REPLACEMENT FUND (217)

	Budget Adopted	Supplemental Budget 261201	Budget Revised
<i>Operating Programs</i>			
General Government	\$ 1,934,800.00	\$ -	\$ 1,934,800.00
Public Safety	3,590,400.00	(568,883.00)	\$ 3,021,517.00
Public Works	2,113,800.00	-	\$ 2,113,800.00
Culture & Recreation	1,552,800.00	-	\$ 1,552,800.00
Total	\$ 9,191,800.00	\$ (568,883.00)	\$ 8,622,917.00

CENTRAL SERVICES FUND (701)

	Budget Adopted	Supplemental Budget 261201	Budget Revised
<i>Operating Programs</i>			
General Government	\$ 21,146,800.00	\$ (768,500.00)	\$ 20,378,300.00
Culture & Recreation	2,589,300.00	-	\$ 2,589,300.00
<i>Transfers</i>	132,200.00	768,500.00	\$ 900,700.00
<i>Contingency</i>	1,486,000.00	-	\$ 1,486,000.00
Total	\$ 25,354,300.00	\$ -	\$ 25,354,300.00

PUBLIC WORKS CENTRAL SERVICES FUND (705)

	Budget Adopted	Supplemental Budget 261201	Budget Revised
<i>Operating Programs</i>			
General Government	\$ -	\$ 768,500.00	\$ 768,500.00
Public Works	28,218,200.00	-	\$ 28,218,200.00
Total	\$ 28,218,200.00	\$ 768,500.00	\$ 28,986,700.00

DATED AND EFFECTIVE THIS 24TH DAY OF JUNE 2026.

Mayor

ATTEST:

City Recorder



TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Kayla Barber, Deputy City Manager
Jeanna Yeager, Director of Finance
Jenn Ambuehl, Budget Manager

DATE: June 11, 2026, for the June 24, 2026, City Council Meeting

SUBJECT: Quarter 3 (Q3) Fiscal Year (FY) 2026 Financial Report

A handwritten signature in blue ink, appearing to be "Peter Troedsson".

Purpose:

The purpose of this report is to provide more frequent updates on the City’s financial performance. This report is intended to provide timely insights into key financial trends and help both the Council and the community understand how City resources are performing between budget cycles.

Background/Discussion:

During past budget processes, Council expressed interest in receiving regular financial updates outside of the biennial budget discussions. In response, staff developed the Quarterly Financial Report as a tool to share the City’s financial health in a clear, accessible format.

The report highlights major trends, fund performance, and emerging challenges and opportunities observed during the quarter. It is designed to be easily read and understood and can be shared with members of the public as an easy and insightful resource. Primary goals of this document include telling the story of what the City’s dollars are doing and why as well as providing transparency and education to the public about how resources are managed.

This is a recurring publication. This is the Q3 Report for FY 2026 and is operating under the previous strategic plan. Council will see a revised format starting with the Q1 FY 2027 Report that will incorporate strategic plan progress alongside financial performance.

Strategic Plan Impact:

This report supports the effective government vision area as it increases transparency and supports financial accountability and fiscal stewardship by providing regular updates on the City’s financial condition.

Staff Recommendation:

This is for informational purposes only.

Attachments:

1. Quarterly Financial Report – Q3 FY2025/2026



Q3 2026 Financial Update

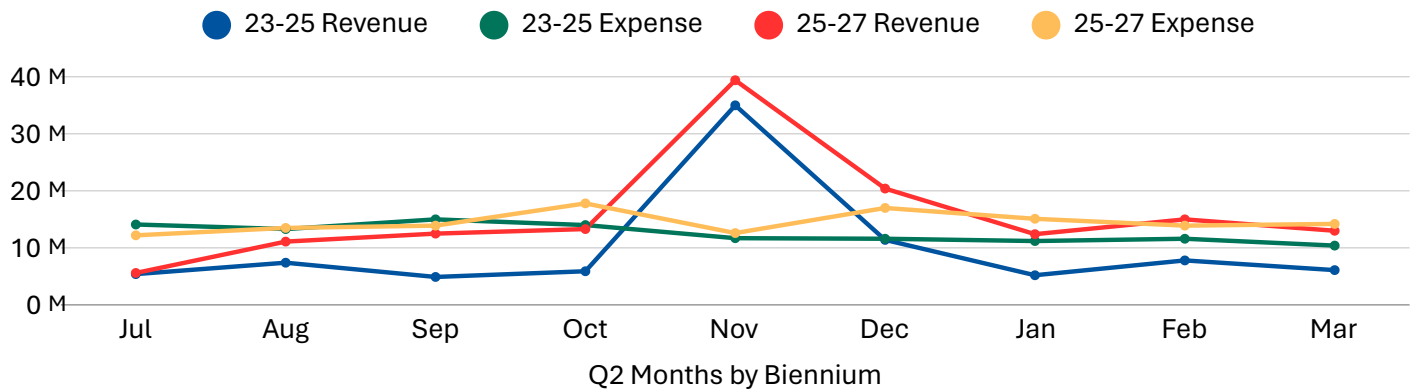
July 1-March 31 (Unaudited)

albanyoregon.gov

Citywide Executive Summary

The third quarter reflects continued progress on several citywide initiatives designed to strengthen organizational capacity and longterm sustainability. Development of the City's next Strategic Plan moved forward through visioning and engagement activities, while major planning efforts kicked off such as the Wastewater Master Plan update and Vine Street Viability Study. The City also began its first major technology refresh since 2020, transitioning to a laptop-first approach that will improve operational flexibility, support continuity of operations, and reduce long-term equipment costs. As staff begin development of the 2027–2029 Biennial Budget, these efforts will help ensure the City remains responsive to community needs while navigating ongoing economic uncertainty and rising operating costs.

Q3 Financial Overview: All Funds



Opportunities

- The Strategic Plan supports alignment of future investments and service delivery to better utilize limited resources.
- Technology modernization is increasing operational efficiency and reducing long-term costs.

Challenges

- Fuel costs per gallon are 39% above this time last year which was not projected in the adopted budget.
- Tariffs, fuel costs, and shipping delays are filtering through equipment purchases and replacements.



Q3 2026 Financial Update

July 1-March 31 (Unaudited)

General Fund & Public Safety Levy

The General Fund is the primary operating fund for the City of Albany and includes Police, Fire, Library, Community Development, and other general governmental functions. It is funded through property tax, charges for services, franchise fees, the city services fee, and the public safety levy.

2023-25 vs. 2025-27 Q3 Actuals

Revenues	2023-25 Q3	2025-27 Q3
Property Taxes	\$28,315,156	\$30,448,036
Franchise/Privilege	4,774,424	4,933,448
Licenses & Fees	576,584	2,804,362
Intergovernmental	3,684,792	3,913,314
Charges for Services	2,905,535	3,869,786
Fines, Forfeitures & Assessments	579,075	1,308,621
Other Resources	330,796	966,779
Investment Earnings	24,562	2,104,291
Transfers In	3,434,706	4,013,846
Beginning Balance	-	-
Total Revenues	\$44,625,629	\$54,362,483
Expenditures	2023-25 Q3	2025-27 Q3
Personnel Services	\$28,672,889	\$32,666,400
Materials & Services	7,389,366	9,345,801
Capital Outlay	15,440	-
Transfers Out	3,315,155	3,896,938
Total Expenditures	\$39,392,850	\$45,909,138

General Fund revenue performance remains consistent with budget expectations and reflects typical annual growth trends. The primary exception is Charges for Services, which are exceeding historical growth patterns due to fee adjustments implemented to better align revenues with the cost of providing services, including life-safety services and the City Services Fee.

While spending trends earlier in the fiscal year were generally in line with expectations, recent economic conditions have created budget pressures. These impacts are most evident within the General Fund, where life-safety services such as Police and Fire are experiencing increased operating costs, particularly for fuel. Staff is working with departments to identify potential cost-saving opportunities and evaluate whether certain purchases can be deferred until market conditions improve. These pressures will continue to be monitored as we turn to development of the 2027–2029 Biennial Budget.



Q3 2026 Financial Update

July 1-March 31 (Unaudited)

Parks & Recreation Fund

The Parks & Recreation Fund supports the operating costs and capital costs for the City’s parks and recreation programming, events, trails and park facilities. It is primarily funded through property tax, fees for services, and the city services fee.

2023-25 vs. 2025-27 Q3 Actuals

Revenues	2023-25 Q3	2025-27 Q3
Property Taxes	\$5,774,197	\$6,222,168
Licenses & Fees	390,190	1,329,502
Intergovernmental	-	-
Charges for Services	571,791	667,617
Other Resources	324,409	247,624
Investment Earnings	23,383	413,215
Transfers In	253,300	349,100
IntraFund Transfer	-	-
Beginning Balance	-	-
Total Revenues	\$7,337,269	\$9,229,226
Expenditures	2023-25 Q3	2025-27 Q3
Personnel Services	\$1,987,568	\$2,366,937
Materials & Services	3,364,337	3,856,196
Capital Outlay	1,480,117	740,489
IntraFund Transfer	-	-
Total Expenditures	\$6,832,022	\$6,963,622

Revenue is tracking as anticipated, with the primary exception being a projected decline of approximately \$50,000 resulting from the discontinuation of the School District's Water Awareness Program. City staff continues to explore opportunities to support similar programming in the future; however, no related revenue is anticipated during the current fiscal year.

Materials and Services expenditures are experiencing increased cost pressures, consistent with trends observed in the General Fund. Higher prices for supplies, equipment, and contracted services are contributing to these increases, driven in part by tariffs and broader economic uncertainty.

Capital Outlay expenditures currently appear lower than the prior year due to project timing. Staff anticipates capital spending will align more closely with historical levels by the end of the biennium as planned playground improvement projects progress through design and construction.



Enterprise Funds

The City has three enterprise funds: sewer, water, and stormwater. These funds are required to operate like a business meaning their revenues must cover their expenditures. Revenues in these funds come primarily from charges for services, system development charges, and permitting fees.

2023-25 vs. 2025-27 Q3 Actuals

Revenues	2023-25 Q3	2025-27 Q3
Sewer	\$3,515,498	\$20,308,641
Water	1,328,376	15,533,458
Stormwater	194,459	3,933,615
Total Revenues	\$5,038,334	\$39,775,714
Expenditures	2023-25 Q3	2025-27 Q3
Sewer	\$17,438,308	\$18,983,274
Water	11,687,511	15,237,669
Stormwater	1,861,346	3,353,301
Total Expenditures	\$30,987,165	\$37,574,243

The Enterprise Funds continue to perform generally in line with budget expectations. Revenues remain stable and are tracking consistent with adopted assumptions. As with other City funds, expenditures are experiencing increased cost pressures related to tariffs, market volatility, and broader economic uncertainty. Staff will be monitoring these trends through the end of the fiscal year, and they will likely shape discussions as the City enters development of the 2027-2029 Biennial Budget.



Several key initiatives advanced during the quarter, including the award of the Wastewater Master Plan update, award of the Vine Street Viability Study, and receipt of the updated wastewater discharge permit. These efforts support necessary long-term planning and regulatory compliance which drive infrastructure investments. These plans will drive recommended projects and investments over the next several decades.



Internal Services

Internal service funds are citywide services provided in support of the day-to-day operation of all departments including management, human resources, information technology, financial services, legal and council support. These funds are paid for by departments based on usage.

2023-25 vs. 2025-27 Q3 Actuals

Revenues	2023-25 Q3	2025-27 Q3
Central Services	\$7,340,684	\$9,534,471
Public Works Central Services	8,826,180	9,989,484
Total Revenues	\$16,166,864	\$19,523,955
Expenditures	2023-25 Q3	2025-27 Q3
Central Services	\$6,663,064	\$8,071,604
Public Works Central Services	8,006,839	9,578,024
Total Expenditures	\$14,669,903	\$17,649,628

Personnel Services remain the primary driver of Central Services Fund expenditures and reflect anticipated cost-of-living adjustments. Overall expenditures are tracking in line with adopted budget projections.

During the quarter, staff continued to advance several citywide initiatives focused on organizational effectiveness, compliance, and employee support. Significant efforts included administration of the community survey, ongoing Americans with Disabilities Act (ADA) compliance work, streamlining employee onboarding processes, and improvements to workers' compensation administration.

Development of the City's next strategic plan also commenced with visioning and stakeholder engagement activities. In support of employee retention and organizational development, staff successfully negotiated a successor labor agreement with Fire personnel, implemented Fierce Conversations training for supervisors, and completed substantial revisions to the employee performance management process.





Other Funds

2023-25 vs. 2025-27 Q3 Actuals

Revenues	2023-25 Q3	2025-27 Q3
Grants	\$1,878,994	\$2,855,332
Building Inspection	1,327,007	2,154,801
Risk Management	297,100	555,818
Economic Development	1,440,334	1,519,783
Public Transit	2,635,813	3,809,737
Capital Funds	643,402	859,877
Street	6,126,586	6,756,381
Debt Funds	1,660,407	1,342,953
Total Revenues	\$16,009,643	\$19,854,682
Expenses	2023-25 Q3	2025-27 Q3
Grants	\$2,885,716	\$4,758,708
Building Inspection	1,246,024	1,484,074
Risk Management	451,100	555,818
Economic Development	1,116,223	1,622,639
Public Transit	4,330,456	4,458,462
Capital Funds	543,041	1,290,192
Street	9,913,826	7,534,403
Debt Funds	350,048	287,586
Total Expenditures	\$20,836,434	\$21,991,883

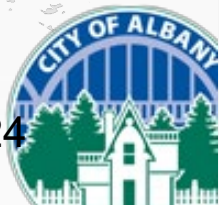
This section includes the City’s non-major funds, which are primarily special revenue funds with revenues restricted to specific purposes by statute, grant requirements, or Council policy. Overall, these funds are performing in line with budget expectations. Construction Excise Tax (CET) collections dedicated to Greater Albany Public Schools continue to exceed prior-year levels, reflecting ongoing development activity. Capital Fund expenditures are higher than the prior year due to the timing of information technology and Police Department equipment purchases.

During the quarter, the City began its first major computer replacement cycle since 2020. As part of this effort, the City transitioned to a laptop-first approach. This shift improves operational flexibility and effectiveness while reducing long-term equipment costs by eliminating the need for separate office and remote-work devices.



Quarterly Financial Report

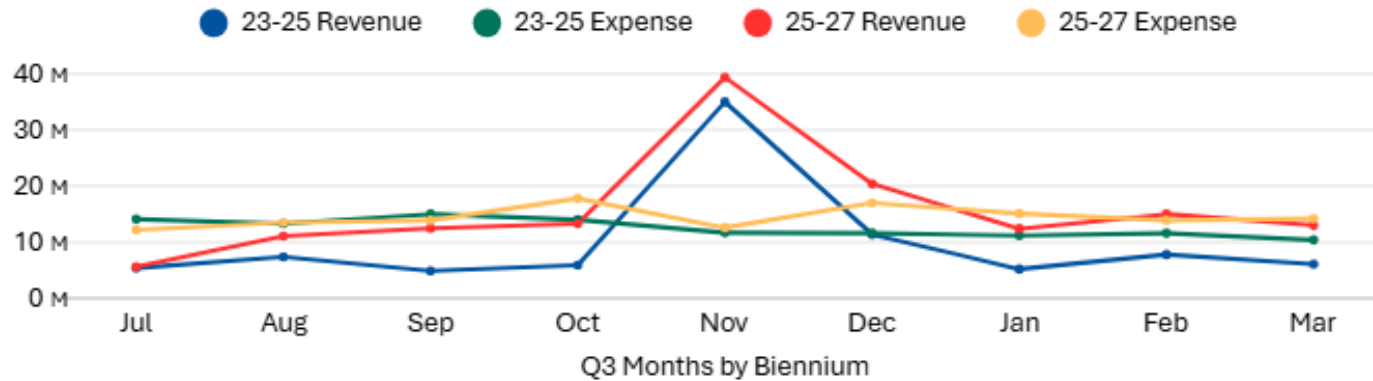
January-March 2026 (unaudited)



Overview

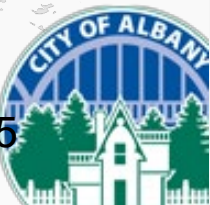
- Overall, revenues performing as expected
- Investments performing better than prior years
- Staff closely monitoring impacts of tariffs and higher than anticipated fuel costs
- Expenditures largely driven by personnel as many projects moving through procurement

Q3 Financial Overview: All Funds



Considerations

- Cashiering delays in prior biennia will make revenue growth look more significant until Q3
- Capital spending will experience large swings based on project timing

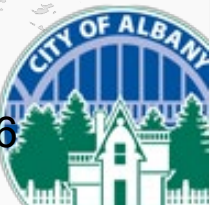


Challenges

- Tariff pressures and supply chain delays are increasing
- Fuel expenditures are 39% over this time last year, particularly impacting Police and Fire

Opportunities

- Technology transition to support efficiency, flexibility, and a better service experience
- Long-term planning will allow for better resource planning
- Inter-departmental re-organization for better use of existing resources



Strategic Planning for the future...

- Strategic Plan
- Transportation Systems Plan
- Water and Wastewater Master Plans
- Vine Street Feasibility Study
- Fire Standards of Coverage and Feasibility Study
- Facilities Condition Assessment
- Comprehensive Plan Update

allows for better use of resources.

