

## August-08

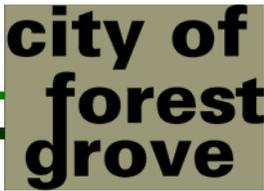
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 2 COUNCIL WS 8am-10am Coffee Hour
3	Planning Comm 7pm		5		7	8 9
	CITY COUNCIL WORK SESSION - TBA	Fire Bd 8pm	6 1ST DAY TO FILE CANDIDACY PETITION 90-Days Before Election 8:00 AM	EDC Noon		
<i>Thompson out</i>						
10	11	12	13	14	15	16
	CITY COUNCIL 6:00 PM - WORK SESSION (Charter) 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM	CCI 4pm	Water Providers EC 5:30p	Rep. Chuck Riley Town Hall Meeting Comm Aud - 6:30 pm		
17	Planning Comm 7pm		19		21	22 23
	CITY COUNCIL WORK SESSION - TBA	Senior Ctr Bd 11:45am Library 7pm	P&R 7am CFC 5:15pm	Fernhill Wetlands (No Mtg)		<i>Kidd out</i>
24	25	26	27	28	29	30
	NO CITY COUNCIL MEETING	LAST DAY TO FILE CANDIDACY PETITION 70-Days Before Election DUE BY 5:00 PM				
		HLB 7pm	PSAC 7:30am (TBA)		<i>Last day to withdraw</i>	
<i>Mayor Kidd out</i>						
31						
<i>Kidd out</i>						

## September-08

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	CITY OFFICES CLOSED HOLIDAY					6 COUNCIL WS 8am-10am Coffee Hour
7	CITY COUNCIL 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM	Planning Comm 7pm Fire Bd 8pm	9		11	12 13
		CCI 4pm		Water Providers CB 7pm		
14	Planning Comm 7pm		16		18	19 20
	CITY COUNCIL WORK SESSION - TBA	Senior Ctr Bd 11:45am Library 7pm	P&R 7am CFC 5:15pm	Fernhill Wetlands (No Mtg)		Lincoln Park Celebration 9am
21	CITY COUNCIL 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM		23		25	26 27
		HLB 7pm	PSAC 7:30am			
28			30			

## October-08

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						4 COUNCIL WS CANCELLED Coffee Hour Sister Cities Sushi Class-11am
5	Planning Comm 7pm		8		10	11
	CITY COUNCIL WORK SESSION - TBA	Fire Bd 8pm		EDC Noon		
12	13	14	15	16	17	18
	CITY COUNCIL 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM	CCI 4pm	Qtrly Disclosure Due July 1-Jun 30 Rpt Period			
19	Planning Comm 7pm		21		23	24 25
	CITY COUNCIL WORK SESSION - TBA	Senior Ctr Bd 11:45am Library 7pm	P&R 7am CFC 5:15pm	Fernhill Wetlands (No Mtg)		
26	CITY COUNCIL 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM		28		30	31
		HLB 7pm				
<i>Nyuzen Students Visit - October 29 - November 2, 2008</i>						



# FOREST GROVE CITY COUNCIL

## Monday, August 11, 2008

6:00 PM – Work Session (Charter Review)

Community Auditorium

7:00 PM – Regular Meeting

1915 Main Street

Forest Grove, OR 97116

Forest Grove City Council Meetings are broadcast by Tualatin Valley Community Television (TVCTV) Government Access Programming. To obtain the monthly programming schedule, please contact TVCTV at 503.629.8534 or call the City Recorder at 503.992.3235.

Thomas L. Johnston  
Victoria J. Lowe  
Camille Miller

Richard G. Kidd, Mayor

Ronald C. Thompson  
Peter B. Truax  
Elena Uhing

All meetings of the City Council are open to the public and all persons are permitted to attend any meeting except as otherwise provided by ORS 192. The public may address the Council as follows:

→ **Public Hearings** – Public hearings are held on each matter required by state law or City policy. Anyone wishing to testify should sign in for any Public Hearing prior to the meeting. The presiding officer will review the complete hearing instructions prior to testimony. The presiding officer will call the individual or group by the name given on the sign in form. When addressing the Council, please use the witness table (center front of the room). Each person should speak clearly into the microphone and must state his or her name and give an address for the record. All testimony is electronically recorded. In the interest of time, Public Hearing testimony is limited to three minutes unless the presiding officer grants an extension. Written or oral testimony is heard prior to any Council action.

→ **Citizen Communications** – Anyone wishing to address the Council on an issue not on the agenda should sign in for Citizen Communications prior to the meeting. The presiding officer will call the individual or group by the name given on the sign in form. When addressing the Council, please use the witness table (center front of the room). Each person should speak clearly into the microphone and must state his or her name and give an address for the record. All testimony is electronically recorded. In the interest of time, Citizen Communications is limited to two minutes unless the presiding officer grants an extension.

The public may not address items on the agenda unless the item is a public hearing. Routinely, members of the public speak during Citizen Communications and Public Hearings. If you have questions about the agenda or have an issue that you would like to address to the Council, please contact the City Recorder at 503-992-3235.

City Council meetings are handicap accessible. Assistive Listening Devices (ALD) or qualified sign language interpreters are available for persons with impaired hearing or speech. For any special accommodations, please contact the City Recorder at 503-992-3235, at least 48 hours prior to the meeting.

## A G E N D A

6:00

### WORK SESSION: CHARTER REVIEW

The City Council will convene in the Community Auditorium to conduct the above work session. The public is invited to attend and observe the work session; however, no public comment will be taken. The Council will take no formal action during the work session.

7:00

### 1. REGULAR MEETING: Roll Call and Pledge of Allegiance

Kerry Aleshire  
Police Chief

### 1. A. POLICE DEPARTMENT PROMOTION RECOGNITIONS:

- 
- 7:20 2. CITIZEN COMMUNICATIONS: Anyone wishing to speak to Council on an item not on the agenda may be heard at this time. *Please sign-in before the meeting on the Citizen Communications form posted in the foyer.* In the interest of time, please limit comments to two minutes. Thank you.
3. CONSENT AGENDA: See Page 3
4. ADDITIONS/DELETIONS:
5. PRESENTATIONS: None.
- Rob DuValle 7:30 6. SECOND READING OF RESOLUTION 2008-55 AUTHORIZING  
Human Resources Execution of a Labor Agreement Between the City  
Manager of Forest Grove and the Forest Grove Police Association (FGPA) Effective July 1, 2008, and Expiring June 30, 2011
- Mayor Kidd 7:45 7. SECOND RESOLUTION NO. 2008-39 AMENDING THE CITY  
MANAGER'S COMPENSATION PLAN AND CITY MANAGER'S  
EMPLOYMENT AGREEMENT AND AUTHORIZING  
COMPENSATION FOR THE CITY MANAGER FOR FISCAL YEAR  
2008-09, EFFECTIVE JULY 1, 2008, THROUGH JUNE 30,  
2009
- 8:00 8. CITY MANAGER'S REPORT:
- 8:15 9. COUNCIL COMMUNICATIONS:
- 8:30 10. ADJOURNMENT

- 
3. **CONSENT AGENDA:** Items under the Consent Agenda are considered routine and will be adopted with a single motion, without separate discussion. Council members who wish to remove an item from the Consent Agenda may do so prior to the motion to approve the item(s). Any item(s) removed from the Consent Agenda will be discussed and acted upon following the approval of the Consent Agenda item(s).
- A. Approve City Council Executive Session (Labor) Meeting Minutes of July 14, 2008.
  - B. Approve City Council Executive Session (City Manager Evaluation) Meeting Minutes of July 14, 2008.
  - C. Approve City Council and Planning Commission Joint Public Hearing (Comprehensive Plan Update) Meeting Minutes of July 14, 2008.
  - D. Approve City Council Regular Meeting Minutes of July 14, 2008.
  - E. Approve City Council Retreat Meeting Minutes July 25, 2008.
  - F. Accept Committee for Citizen Involvement Meeting Minutes of June 10, 2008.
  - G. Accept Historic Landmarks Board Meeting Minutes of June 24, 2008.
  - H. Accept Planning Commission Meeting Minutes of April 21, June 30 and July 21, 2008.
  - I. Accept Public Safety Advisory Commission Meeting Minutes of May 28, 2008.
  - J. Community Development Department Monthly Building Activity Informational Report for June and July 2008.
  - K. Library Department Monthly Circulation Statistics Report for July 2008.
  - L. Police Department Monthly Statistics Report for Statistics Report for June 2008.
  - M. Endorse New Liquor License Application (Full-On Premises) for Pacific Avenue Bar and Grill, 1923 Pacific Avenue (Applicant: Richard Howell).
  - N. Endorse New Liquor License Application (Off-Premises Sales) for Pacific Grove 76, 2710 19<sup>th</sup> Avenue (Applicant: Naveed Tanveer).
  - O. **RESOLUTION NO. 2008-57 MAKING APPOINTMENT TO THE PUBLIC ARTS COMMISSION (FLORY, JIM, FOREST GROVE CHAMBER OF COMMERCE REPRESENTATIVE, TERM EXPIRING DECEMBER 31, 2010).**
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**TO:** Mayor Kidd, City Councilors, and Members of the Charter Review Committee

**FROM:** Michael J. Sykes, City Manager  
Anna Ruggles, CMC, City Recorder

**DATE:** August 11, 2008

**RE:** Background for Forest Grove Charter Review

**Introduction:**

The City Council directed staff to begin a Charter review process. Staff met with City Council in Council Retreat on July 25, 2008, and Council proposed an initial Charter draft to begin the work of the Charter Review Committee. The proposed Charter draft is based on the League of Oregon Cities (LOC) Model City Charter, published in 2004 by Beery and Elsner, LLP, and has served as the basis for most City Charters in Oregon. The cities of Cornelius, Hillsboro, North Plains, Dayton, Sherwood, and Happy Valley recently adopted new Charters based on the LOC Model City Charter.

**Purpose of the Charter Review Committee?**

The primary function of the Charter Review Committee is to review the existing Charter to determine if the Charter will adequately serve the community well into the future. The Committee will be asked to review and recommend to the Council a proposed Charter, Charter amendment, or no changes to the Charter. If approved by the Council, a proposed Charter will be placed on the ballot, proposed for March, 2009, for the voters of Forest Grove.

**What is Charter?**

A City Charter defines authority of what the City can and cannot do and determines the form of government and allocation of authority.

**Why does the Charter need to be updated?**

The Charter was last reviewed and amended in 1985. The Charter sets out procedures for governance of the City and sets policies that cannot be changed without a vote of the citizens. Council and staff reviewed the existing provisions and found that some provisions were outdated, conflicted with existing laws or were inconsistent with modern practices, and some provisions would be best

implemented if the provisions were adopted by ordinance or resolution, such as Elections and Council Rules and Responsibilities. Modifying these provisions would simplify the existing Charter and give the City the ability to amend these provisions as laws and/or procedures change. If a new Charter is approved by the voters, the City would need to adopt new ordinances and resolutions to implement any new policies. In addition, the proposed Charter draft reorganizes authority by legislative, administrative and quasi-judicial. Staff has prepared a side-by-side comparison of the existing Charter and proposed Charter draft. The following documents are included in your packet to assist you in your Charter Review Process.

- Work Session Agenda
- Timelines and Key Dates
- Existing Charter
- Charter Amendments – Cross Reference
- Proposed Charter Draft
- Proposed Charter Draft “Mark-Up”
- Model Charter for Oregon Cities
- Other Charter Models

Lastly, the Committee will be asked to begin scheduling its meeting dates. The Committee will have until November 1, 2008, to complete its work and report to the Council. The Council will schedule a joint work session with the Committee on November 10, 2008, to formally review the Committee’s proposed recommendation.

**CITY COUNCIL / CHARTER REVIEW  
WORK SESSION**

**August 11, 2008**

**6:00 pm – Community Auditorium**

1. Call to Order:
2. Welcome:
3. Introductions:
4. Orientation/Purpose of Committee:
  - What is a Charter?
  - Why does the Charter need to be updated?
  - Process for review and recommendations by the Committee
  - Election timeline for adoption of a new Charter
5. Existing Charter and Proposed Charter:
6. Future Meetings:
7. Adjournment:

**CHARTER REVIEW TIMELINES AND KEY DATES:**

***Per City Charter, Section 49, Charter Ballot Initiative must be filed with the City Recorder no less than 80 days before election.***

**MARCH 10, 2009, ELECTION**

**MAY 19, 2009, ELECTION**

August 11, 2008	Work Session: Form Charter Review Committee. Committee sets its meeting date and is directed to begin drafting report and recommendations		
November 1, 2008	Deadline for the Committee to complete work on Draft Proposed Charter Amendments and Report		
November 3, 2008	Committee transmits final Report and Recommendation to City Recorder for inclusion in the Council Packet for November 10, 2008, Work Session		
November 10, 2008	Work Session: Committee presents final Report and Recommendations to Council		
November 24, 2008	Direct Staff to prepare a Resolution Proposing and Submitting to the Voters the Adoption of a Charter Amendment at March 10, 2009, Election	January 26, 2009	Direct Staff to prepare a Resolution Proposing and Submitting to the Voters the Adoption of a Charter Amendment at May 19, 2009, Election
December 8, 2008	Public Hearing -- Resolution Calling an Election for the Purpose of Proposing and Submitting to the Voters the Adoption of a Charter Amendment at March 10, 2009, Election	February 9, 2009	Public Hearing -- Resolution Calling an Election for the Purpose of Proposing and Submitting to the Voters the Adoption of a Charter Amendment at May 19, 2009, Election
December 10, 2008	Legal Notice Publish in the Newspaper Notice of Receipt of Ballot Title (5 days to contest) Proposing and Submitting to the Voters the Adoption of a Charter Amendment at March 10, 2009, Election	February 11, 2009	Legal Notice Publish in the Newspaper Notice of Receipt of Ballot Title (5 days to contest) Proposing and Submitting to the Voters the Adoption of a Charter Amendment at May 19, 2009, Election
December 15, 2008	Last Day to Contest Title	February 16, 2009	Last Day to Contest Title
December 20, 2008	<b>80-Day Filing Deadline March Election</b>	<b>March 1, 2009</b>	<b>80-Day Filing Deadline May Election</b>
January 8, 2009	<b>Deadline to file Ballot Initiative with Washington County Elections</b>	<b>March 19, 2009</b>	<b>Deadline to file Ballot Initiative with Washington County Elections</b>
March 10, 2009	Election Day	May 19, 2008	Election Day

3A

**FOREST GROVE CITY COUNCIL EXECUTIVE SESSION  
ORS 192.660(2)(D) LABOR  
JULY 14, 2008 – 5:00 P.M.  
COMMUNITY AUDITORIUM – CONFERENCE ROOM  
PAGE 1**

*Minutes are unofficial until approved by Council.*

1. **ROLL CALL:**  
Mayor Richard Kidd called the Executive Session to order at 5:10 p.m. **ROLL CALL: COUNCIL PRESENT:** Camille Miller, Ronald Thompson, Peter Truax, and Mayor Richard Kidd. **COUNCIL ABSENT/EXCUSED:** Victoria Lowe, Thomas Johnston, and Elena Uhing. **STAFF PRESENT:** Michael Sykes, City Manager; Paul Downey, Administrative Services Director; Rob DuValle, Human Resources Manager; and Anna Ruggles, City Recorder.
  
2. **EXECUTIVE SESSION:**  
The City Council met in Executive Session in accordance with:  
  
**ORS 192.660(2)(D)** to conduct deliberations with person designated by the governing body to carry on labor negotiations.
  
3. **ADJOURNMENT**  
Mayor Kidd adjourned the Executive Session at 5:24 p.m.

Respectfully submitted,

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Anna D. Ruggles, CMC, City Recorder

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**FOREST GROVE CITY COUNCIL EXECUTIVE SESSION  
ORS 192.660(2)(I) CITY MANAGER EVALUATION  
JULY 14, 2008 – 5:30 P.M.  
COMMUNITY AUDITORIUM – CONFERENCE ROOM  
PAGE 1**

*Minutes are unofficial until approved by Council.*

1. **ROLL CALL:**  
Mayor Richard Kidd called the Executive Session to order at 5:25 p.m. **ROLL CALL: COUNCIL PRESENT:** Camille Miller, Ronald Thompson, Peter Truax, and Mayor Richard Kidd. **COUNCIL ABSENT/EXCUSED:** Victoria Lowe, Thomas Johnston, and Elena Uhing. **STAFF PRESENT:** Michael Sykes, City Manager.
  
2. **EXECUTIVE SESSION:**  
The City Council met in Executive Session in accordance with:  
  
**ORS 192.660(2)(I)** to review and evaluate the employment-related performance of the City Manager.
  
3. **ADJOURNMENT**  
Mayor Kidd adjourned the Executive Session at 5:56 p.m.

Respectfully submitted,

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Anna D. Ruggles, CMC, City Recorder

**FOREST GROVE CITY COUNCIL & PLANNING COMMISSION  
PUBLIC HEARING (COMPREHENSIVE PLAN UPDATE)  
JULY 14, 2008 – 6:00 P.M.  
COMMUNITY AUDITORIUM  
PAGE 1**

*Minutes are unofficial until approved by Council.*

**1. ROLL CALL:**

Mayor Richard Kidd called the Joint Public Hearing to order at 6:06 p.m. **ROLL CALL: COUNCIL PRESENT:** Camille Miller, Ronald Thompson, Peter Truax, and Mayor Richard Kidd. **COUNCIL ABSENT/EXCUSED:** Victoria Lowe, Thomas Johnston, and Elena Uhing. **PLANNING COMMISSION PRESENT:** Luann Arnott, Carolyn Hymes, Al Miller, Lisa Nakajima, Edward Nigbor, and Commissioner Chair Tom Beck. **PLANNING COMMISSION ABSENT/EXCUSED:** Cindy McIntyre. **STAFF PRESENT:** Michael Sykes, City Manager; Pam Beery, City Attorney; Jon Holan, Community Development Director; Dan Riordan, Senior Planner; and Anna Ruggles, City Recorder.

**2. PUBLIC HEARING - COMPREHENSIVE PLAN UPDATE**

**Staff Report:**

Holan and Riordan reported the purpose of the Joint Public Hearing was to provide an opportunity for formal public comment on the City's Comprehensive Plan Evaluation and Periodic Review Work Program and to provide an opportunity for the Planning Commission to review and accept the Comprehensive Plan Evaluation and Periodic Review Work Program before forwarding to the City Council for final consideration. Staff presented a PowerPoint presentation outlining the Periodic Review process, noted key dates, outlined the proposed project structure, listed the stakeholders, and read comments heard. Staff noted the locally approved Comprehensive Plan Evaluation and Periodic Review Work Program must be submitted to the Oregon Department of Land Conservation and Development (DLCD) by August 14, 2008. The purpose of the Periodic Review Work Program is to ensure compliance with State law governing the local periodic review process and also provides a framework for completing the project in an efficient and timely manner. Staff indicated the next step is to submit a grant application to fund the related tasks, including preparation of an economic development analysis and residential land study and concept plans. The anticipated grant award is approximately \$65,000 for Fiscal Year 2008-09. The City will have three years to complete the approved Periodic Review Work Program once the work program is approved by DLCD. In conclusion, staff asked the Planning Commission to consider adopting a motion accepting and approving submittal of the Comprehensive Plan Evaluation and Periodic Review Work Program.

**FOREST GROVE CITY COUNCIL & PLANNING COMMISSION  
PUBLIC HEARING (COMPREHENSIVE PLAN UPDATE)  
JULY 14, 2008 – 6:00 P.M.  
COMMUNITY AUDITORIUM  
PAGE 2**

**Public Hearing Opened:**

Beck opened the Public Hearing.

**Written Testimony Received:**

Staff submitted copies into the record of the following written testimony received, noting they would review each of the comments submitted.

Metro, submitted a letter dated June 24, 2008, citing comments pertaining to the population element of the Periodic Review Work Program.

Oregon Department of Transportation (ODOT), submitted a letter dated July 9, 2008, citing comments pertaining to the transportation element of the Periodic Review Work Program.

Oregon Department of Land Conservation and Development (DLCD), submitted an e-mail dated July 14, 2008, citing comments pertaining to various elements of the Periodic Review Work Program.

**Proponents:**

No one wished to testify and no written comments were received.

**Opponents:**

No one wished to testify and no written comments were received.

**Others:**

No one wished to testify and no written comments were received.

**Public Hearing Closed:**

Hearing no testimony from the audience, Beck closed the Public Hearing.

**Council/Commission Discussion:**

Beck opened the floor and roundtable discussion ensued pertaining to the adoption of the Comprehensive Plan Evaluation and Periodic Review Work Program.

In response to Mayor Kidd's inquiry pertaining to the Stakeholders List, Riordan advised that the Library Commission was inadvertently omitted from the Stakeholders List, noting the other City advisory Boards, Committees, and Commissions are shown on the Stakeholders List.

**FOREST GROVE CITY COUNCIL & PLANNING COMMISSION  
PUBLIC HEARING (COMPREHENSIVE PLAN UPDATE)  
JULY 14, 2008 – 6:00 P.M.  
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PAGE 3**

Thompson suggested assigning a subtask to analyze urban wildfire hazards, to which staff concurred.

Nakajima suggested using the Vision Statement Stakeholders as another means of encouraging citizen involvement, to which staff concurred.

In addition, several Commissioners voiced concern of the inability of modifying an approved Work Program prior to final adoption and suggested adding language to allow the Work Program to be approved as an interim decision, subject to change prior to final adoption, to which Council, Beery and staff concurred.

Hearing no further discussion, Beck asked for a motion to accept and approve submittal of the Comprehensive Plan Evaluation and Periodic Review Work Program as an interim decision, subject to change prior to final adoption.

**MOTION: Commissioner Nakajima moved, seconded by Commissioner Arnott, to accept and approve submittal of the Forest Grove Comprehensive Plan Evaluation and Periodic Review Work Program as an interim decision, subject to change prior to final adoption.**

**Council Discussion:**

Hearing no further discussion from the Commission, Beck asked for a roll call vote on the above motion.

**ROLL CALL VOTE: AYES: Commissioners Arnott, Hymes, Miller, Nakajima, Nigbor, and Commission Chair Beck. NOES: None. ABSENT: Commissioner McIntyre. MOTION CARRIED 6-0.**

**3. ADJOURNMENT**

Beck adjourned the Joint Public Hearing at 6:35 p.m.

Respectfully submitted,

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Anna D. Ruggles, CMC, City Recorder

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**FOREST GROVE CITY COUNCIL REGULAR MEETING  
JULY 14, 2008 – 7:00 P.M.  
COMMUNITY AUDITORIUM  
PAGE 1**

*Minutes are unofficial until approved by Council.*

**1. ROLL CALL:**

Mayor Richard Kidd called the regular City Council meeting to order at 7:03 p.m. and led the Pledge of Allegiance. **ROLL CALL: COUNCIL PRESENT:** Camille Miller, Ronald Thompson, Peter Truax, and Mayor Richard Kidd. **COUNCIL ABSENT/EXCUSED:** Victoria Lowe, Thomas Johnston, and Elena Uhing. **STAFF PRESENT:** Michael Sykes, City Manager; Pam Beery, City Attorney; Paul Downey, Administrative Services Director; Rob Foster, Public Works Director; Jon Holan, Community Development Director; Rob DuValle, Human Resources Manager; Jeff King, Economic Development Coordinator; James Reitz, Senior Planner; Dan Riordan, Senior Planner; and Anna Ruggles, City Recorder.

**1. A. PROCLAMATION: PACIFIC UNIVERSITY - SPRUCING UP THE GROVE DAY**

Truax proclaimed Saturday, August 23, 2008, as “Pacific University Orientation Sprucing Up The Grove Day”, an annual community service project between the Forest Grove Community and the students of Pacific University, which occurs during Pacific University’s New Student Orientation. Mayor Kidd presented the proclamation to Lindsey Costley, New Student Orientation Coordinator, and welcomed and commended the new students for their service and dedication to the community.

**2. CITIZEN COMMUNICATIONS: None.**

**3. CONSENT AGENDA:** Items under the Consent Agenda are considered routine and will be adopted with a single motion, without separate discussion. Council members who wish to remove an item from the Consent Agenda may do so prior to the motion to approve the item(s). Any item(s) removed from the Consent Agenda will be discussed and acted upon following the approval of the Consent Agenda item(s).

- A. Approve City Council Executive Session (City Manager Evaluation) Meeting Minutes of June 23, 2008.
- B. Approve City Council Regular Meeting Minutes of June 23, 2008.
- C. Accept Community Forestry Commission Meeting Minutes of May 21, 2008.
- D. Accept Historic Landmarks Board Meeting Minutes of May 27,

**FOREST GROVE CITY COUNCIL REGULAR MEETING  
JULY 14, 2008 – 7:00 P.M.  
COMMUNITY AUDITORIUM  
PAGE 2**

2008.

E. ITEM REMOVED, REFER BELOW.

**MOTION:** Councilor Truax moved, seconded by Councilor Miller, to approve the Consent Agenda as amended. MOTION CARRIED 4-0 by voice vote. ABSENT: Councilors Lowe, Johnston, and Uhing.

3. E. FIRE DEPARTMENT MONTHLY STATISTICS REPORT FOR JUNE 2008:

Truax removed the above item from the Consent Agenda and pointed out the number of calls for service, calls occurring simultaneously, and the increased fuel usage.

Hearing no further discussion from the Council, Mayor Kidd asked for a motion and vote to approve Consent Agenda Item 3. E. as presented.

**MOTION:** Councilor Truax moved, seconded by Councilor Miller, to approve Consent Agenda Item 3. E. as presented. MOTION CARRIED 4-0 by voice vote. ABSENT: Councilors Lowe, Johnston, and Uhing.

4. ADDITIONS/DELETIONS:

Sykes added Agenda Item 10. A. Resolution No. 2008-56 Authorizing the City of Forest Grove to make Application to Oregon Department of Transportation for a Bicycle and Pedestrian Grant for Sidewalk Infill Connections and Bicycle Lane Safety Enhancements on Gales Creek Road.

5. PRESENTATIONS:

5. A. Oregon Zoo 2008 Ballot Measure:

Patricia McCaig, Oregon Zoo Foundation, and Kathryn Harrington, Metro Council District 4, presented a PowerPoint presentation outlining the Oregon Zoo's November 4, 2008, Ballot Measure, noting if the bond measure passes, the bond would update and replace old exhibits and facilities, increase access to conservation education, and replace the utility system to reduce water and energy use and lower operating costs. The bond would cost taxpayers approximately \$1.40 a month, or \$16.80 a year, for an average homeowner in the region.

5. B. Approval of the Painter's Woods (a.k.a. "Southside") Historic District Application:

**FOREST GROVE CITY COUNCIL REGULAR MEETING  
JULY 14, 2008 – 7:00 P.M.  
COMMUNITY AUDITORIUM  
PAGE 3**

Reitz introduced Jon Stagnitti, Historic Landmarks Board (HLB) Chair, and Kimberly Fitzgerald, Historic Preservation Consultant, who presented a PowerPoint presentation outlining the proposed Painter's Woods (Southside) Historic District, which is being named after R. M. Painter who once owned much of the land where the proposed District would be situated. The proposed District is approximately 26 acres and is located in the southern portion of downtown Forest Grove, along 15<sup>th</sup> Avenue from Ash Street to Elm Street and Birch Street south from 16<sup>th</sup> Avenue to 12<sup>th</sup> Avenue. In addition, Reitz, Stagnitti, and Fitzgerald responded to various inquiries pertaining to the history of Forest Grove's settlement and earlier development. In conclusion, Reitz, Stagnitti, and Fitzgerald requested authorization to submit the Painter's Wood Historic District Nomination Application to the Oregon State Historic Preservation Office for consideration and listing.

Before proceeding with Council discussion, Mayor Kidd asked for a motion to approve submittal of the above application.

**MOTION:** Councilor Truax moved, seconded by Councilor Miller, to approve submittal of the Painter's Wood Historic District Nomination Application to the Oregon State Historic Preservation Office for consideration and listing.

**Council Discussion:**

Hearing no discussion from the Council, Mayor Kidd asked for a roll call vote on the above motion.

**ROLL CALL VOTE:** AYES: Councilors Miller, Thompson, Truax, and Mayor Kidd. NOES: None. ABSENT: Councilors Lowe, Johnston, and Uhing.  
MOTION CARRIED 4-0.

6. **FIRST READING OF RESOLUTION 2008-55 AUTHORIZING EXECUTION OF A LABOR AGREEMENT BETWEEN THE CITY OF FOREST GROVE AND THE FOREST GROVE POLICE ASSOCIATION (FGPA), EFFECTIVE JULY 1, 2008, AND EXPIRING JUNE 30, 2011**

**Staff Report:**

DuValle presented the above-proposed resolution requesting authorization to execute the labor agreement between the City and the Forest Grove Police Association (FGPA), effective July 1, 2008, through June 30, 2011. DuValle

**FOREST GROVE CITY COUNCIL REGULAR MEETING  
JULY 14, 2008 – 7:00 P.M.  
COMMUNITY AUDITORIUM  
PAGE 4**

reported staff met with FGPA and negotiated a new labor agreement, noting language modifications to the agreement include classification and seniority recognition; representation of Sergeants and Sergeants shift bidding; off duty communications and safety release; sick leave caps; bereavement; long-term disability; maximum vacation accruals; fitness incentive pay; cellular telephone stipends; and a cost-of-living adjustment (COLA) of 4.25 percent (4.25%), per year during the term of the labor agreement, effective July 1, 2008, with the exception of Sergeants who will receive an additional one and a half percent (1.5%) adjustment for compression and Community Service Officers who will receive a ten percent (10%) adjustment in 2008 based on market data. DuValle noted the costs to implement the agreement are within the parameters set by Council and funds have been identified in the 2008-09 budget and are within the five-year fiscal plan.

Before proceeding with Council discussion, Mayor Kidd asked for a motion to adopt Resolution No. 2008-55.

Beery read Resolution No. 2008-55 by title for first reading.

**MOTION: Councilor Truax moved, seconded by Councilor Lowe, to adopt Resolution No. 2008-55 Authorizing Execution of a Labor Agreement between the City of Forest Grove and the Forest Grove Police Association (FGPA), Effective July 1, 2008, and Expiring June 30, 2011.**

The second reading of Resolution No. 2008-55 by title and final vote will occur at the meeting scheduled for August 11, 2008.

**7. RESOLUTION NO. 2008-53 APPROVING THE ENTERPRISE ZONE BOUNDARY CHANGE AND CREATING THE FOREST GROVE/CORNELIUS ENTERPRISE ZONE (CORNELIUS RESOLUTION NO. 1695) AND AUTHORIZING THE CITY MANAGER TO ENDORSE AN INTERGOVERNMENTAL AGREEMENT TO MANAGE THE ZONE**

**Staff Report:**

King presented the above-proposed resolution requesting authorization to create a Forest Grove/Cornelius Enterprise Zone and endorse an Intergovernmental Agreement (IGA) to manage the zone. King reported the City of Cornelius asked the City of Forest Grove to consider extending the Forest Grove Enterprise Zone to Cornelius for the purpose of encouraging

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economic growth incentives, noting the zone extension would also benefit western Washington County. The City of Cornelius has agreed to pay the City of Forest Grove for expenses related to the application process and zone management. In addition, King reported the Forest Grove Economic Development Commission and Cornelius Economic Development Commission endorsed extending the Forest Grove Enterprise Zone to Cornelius.

Before proceeding with Council discussion, Mayor Kidd asked for a motion to adopt Resolution No. 2008-53.

Beery read Resolution No. 2008-53 by title.

**MOTION:** Councilor Miller moved, seconded by Councilor Truax, to adopt Resolution No. 2008-53 Approving the Enterprise Zone Boundary Change and Creating the Forest Grove/Cornelius Enterprise Zone (Cornelius Resolution No. 1695) and Authorizing the City Manager to Endorse an Intergovernmental Agreement to Manage the Zone.

**Council Discussion:**

In response to Mayor Kidd's inquiry pertaining to public response, King advised that the City of Cornelius received no public comments during its Public Hearing and the City of Forest Grove received no comments.

Hearing no further discussion from the Council, Mayor Kidd asked for a roll call vote on the above motion.

**ROLL CALL VOTE:** AYES: Councilors Miller, Thompson, Truax, and Mayor Kidd. NOES: None. ABSENT: Councilors Lowe, Johnston, and Uhing. MOTION CARRIED 4-0.

**8. RESOLUTION NO. 2008-54 ADOPTING AN EVALUATION OF THE CITY OF FOREST GROVE COMPREHENSIVE PLAN AND PERIODIC REVIEW WORK PROGRAM (Public Hearing was held at 6:00 p.m.)**

**Staff Report:**

Holan and Riordan presented the above-proposed resolution requesting authorization to submit the Comprehensive Plan Evaluation and Periodic Review Work Program to the Oregon Department of Land Conservation and Development (DLCD), noting the locally approved Comprehensive Plan

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Evaluation and Periodic Review Work Program must be submitted to DLCD by August 14, 2008. The purpose of the Periodic Review Work Program is to ensure compliance with State law governing the local periodic review process and also provides a framework for completing the project in an efficient and timely manner. Staff indicated the next step is to submit a grant application to fund the related tasks, including preparation of an economic development analysis and residential land study and concept plans. The anticipated grant award is approximately \$65,000 for Fiscal Year 2008-09. The City will have three years to complete the approved Periodic Review Work Program once the work program is approved by DLCD. In conclusion, staff noted the Planning Commission adopted a motion earlier at the Public Hearing accepting and approving submittal of the Comprehensive Plan Evaluation and Periodic Review Work Program as an interim decision, subject to change prior to final adoption. Staff recommended that City Council add language to the above-proposed resolution to address the Planning Commission's concern as follows: "All work products in Phases 1 through 3 shall be adopted by the City Council by resolution as an interim decision and subject to change. The product of Phase 4 shall constitute the final decision adopted by ordinance".

Before proceeding with Council discussion, Mayor Kidd asked for a motion to amend Resolution No. 2008-54 as requested.

**MOTION TO AMEND:** Councilor Miller moved, seconded by Councilor Truax, to amend Resolution No. 2008-54 by adding a New Section Two: "All work products in Phases 1 through 3 shall be adopted by the City Council by Resolution as an interim decision and subject to change. The product of Phase 4 shall constitute the final decision adopted by Ordinance".

**Council Discussion:**

Hearing no discussion from the Council, Mayor Kidd asked for a roll call vote on the motion to amend Resolution No. 2008-54.

**ROLL CALL VOTE:** AYES: Councilors Miller, Thompson, Truax, and Mayor Kidd. NOES: None. ABSENT: Councilors Lowe, Johnston, and Uhing.  
**MOTION CARRIED 4-0.**

Hearing no discussion from the Council, Mayor Kidd asked for a motion to

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adopt Resolution No. 2008-54 as amended.

Beery read Resolution No. 2008-54 by title.

**MOTION:** Councilor Miller moved, seconded by Councilor Truax, to approve Resolution No. 2008-54 Adopting an Evaluation of the City of Forest Grove Comprehensive Plan and Periodic Review Work Program as amended.

**Council Discussion:**

Hearing no discussion from the Council, Mayor Kidd asked for a roll call vote on the above motion.

**ROLL CALL VOTE:** AYES: Councilors Miller, Thompson, Truax, and Mayor Kidd. NOES: None. ABSENT: Councilors Lowe, Johnston, and Uhing.  
MOTION CARRIED 4-0.

9. **FIRST READING OF RESOLUTION NO. 2008-39 AMENDING THE CITY MANAGER'S COMPENSATION PLAN AND CITY MANAGER'S EMPLOYMENT AGREEMENT AND AUTHORIZING COMPENSATION FOR THE CITY MANAGER FOR FISCAL YEAR 2008-09, EFFECTIVE JULY 1, 2008, THROUGH JUNE 30, 2009**

**Staff Report:**

Mayor Kidd and Truax presented the above-proposed resolution and reported the Council found the City Manager's performance to be meritorious and was proposing to increase the City Manager's salary by a cost-of-living adjustment of three percent (3%), plus three and half percent (3.5%).

**Council Discussion:**

Hearing no discussion from the Council, Mayor Kidd asked for a motion to approve amending and adopting Resolution No. 2008-39.

Beery read Resolution No. 2008-39 by title for first reading.

**MOTION:** Councilor Truax moved, seconded by Councilor Thompson, to approve Resolution No. 2008-39 Amending the City Manager's Compensation Plan and City Manager's Employment Agreement and Authorizing Compensation for the City Manager for Fiscal Year 2008-09

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and Amending Section 1 of the Resolution to read: *The City Manager's base salary will be increased by cost-of-living, three percent (3%), plus three and half percent (3.5%), effective as follows: July 1, 2008, through June 30, 2009, \$10,475/monthly (\$125,700/annually).*

The second reading of Resolution No. 2008-39 by title and final vote will occur at the meeting scheduled for August 11, 2008.

**10 CITY MANAGER'S REPORT:**

Sykes reported on upcoming events as noted in the Council calendar and reported on other various upcoming local meetings and events. Sykes reminded Council of the upcoming Council Retreat scheduled for July 25, 2008. In addition, Sykes reported he is tentatively scheduling a Western Washington County Legislative Agenda Work Session for September 11, 2008. Sykes referenced a letter, issued by the League of Oregon Cities (LOC), requesting that each city review the LOC's legislative agenda recommendations for 2009. In addition, Sykes referenced a letter, submitted by a concerned citizen, pertaining to parking violations occurring by Lincoln Park on Sunset Drive, loud and excessive noise emitting from the park, and requesting that a crosswalk be installed at 26<sup>th</sup> Street and Sunset Drive.

**10. A. RESOLUTION NO. 2008-56 AUTHORIZING THE CITY OF FOREST GROVE TO MAKE APPLICATION TO OREGON DEPARTMENT OF TRANSPORTATION FOR A BICYCLE AND PEDESTRIAN GRANT FOR SIDEWALK INFILL CONNECTIONS AND BICYCLE LANE SAFETY ENHANCEMENTS ON GALES CREEK ROAD**

**Staff Report:**

Sykes added the above-proposed resolution to the agenda. Sykes introduced Foster and King who reported staff was requesting authorization to submit an application to the Oregon Department of Transportation for a bicycle and pedestrian grant for sidewalk infill connections and bicycle lane safety enhancements on Gales Creek Road. Staff noted the Gales Creek Road has been identified as a high priority as the roadway provides recreational and transportation opportunities for urban citizens within the region.

Before proceeding with Council discussion, Mayor Kidd asked for a motion to adopt Resolution No. 2008-56.

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Beery read Resolution No. 2008-56 by title.

**MOTION:** Councilor Truax moved, seconded by Councilor Thompson, to approve Resolution No. 2008-56 Authorizing the City of Forest Grove to make Application to Oregon Department of Transportation for a Bicycle and Pedestrian Grant for Sidewalk Infill Connections and Bicycle Lane Safety Enhancements on Gales Creek Road.

**Council Discussion:**

In response to Mayor Kidd's inquiry pertaining to costs, staff noted the total estimated cost is \$200,000, including City match of \$10,000 (5% match). In addition, Mayor Kidd stressed the importance of needing to install sidewalks in the areas of Oak/Quince streets, south of Pacific Avenue.

Hearing no further discussion from the Council, Mayor Kidd asked for a roll call vote on the above motion.

**ROLL CALL VOTE:** AYES: Councilors Miller, Thompson, Truax, and Mayor Kidd. NOES: None. ABSENT: Councilors Lowe, Johnston, and Uhing.  
**MOTION CARRIED 4-0.**

**11. COUNCIL COMMUNICATIONS:**

Miller reported on the Committee for Citizen Involvement (CCI) meeting, noting CCI's focus has been on the Periodic Review process and CCI's role. In addition, Miller reported on various community-related events.

Thompson reported on the Community Forestry Commission (CFC) meeting, noting CFC has a booth at the Farmers' Market and is distributing various informational materials to visitors.

Truax reported on the Library Commission meeting, noting the Commission is reviewing the ordinance that established the Commission and the Commission's bylaws. Truax reported on the WayFinders Committee meeting, noting the Committee is reviewing signage placement areas. In addition, Truax reported on the Forest Grove Rural Fire Protection District meeting, noting the Board approved the fire contract. In conclusion, Truax referenced articles pertaining to the League of Oregon Cities Telecommunications Task Force and the proposed Liquid Natural Gas pipeline.

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Mayor Kidd reported on various Metro and Washington County meetings and tours he attended and upcoming meetings and events he was planning to attend. In addition, Mayor Kidd reported on various regional and local issues and upcoming events and reported on various community events and activities.

**12. ADJOURNMENT:**

Mayor Kidd adjourned the meeting at 8:50 p.m.

Respectfully submitted,

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Anna D. Ruggles, CMC, City Recorder

3E

**FOREST GROVE CITY COUNCIL WORK SESSION  
(COUNCIL RETREAT)  
JULY 25, 2008 – 1:00 P.M.  
MCMENAMINS GRAND LODGE, EQUINOX ROOM  
PAGE 1**

*Minutes are unofficial until approved by the Council.*

**1. ROLL CALL**

Mayor Richard Kidd called the Council Retreat to order at 12:55 p.m. **ROLL CALL:**  
**COUNCIL PRESENT:** Thomas Johnston, Victoria Lowe, Camille Miller, Ronald Thompson, Peter Truax, Elena Uhing, and Mayor Kidd. **STAFF PRESENT:** Michael Sykes, City Manager, and Anna Ruggles, City Recorder.

**2. 2009 LEGISLATIVE AGENDA:**

Sykes facilitated this portion of the work session, noting the purpose of the above discussion was to seek Council consensus on the top four legislative priorities for the League of Oregon Cities (LOC) 2009 Legislative Agenda. Sykes provided a copy of the survey submitted by the LOC for Council's review.

**Council Discussion:**

Mayor Kidd opened the floor and roundtable discussion ensued as Council studied the survey submitted by the LOC. After brief discussion, Council identified the following as being the top three legislative priorities: (H) Support new, statutory authority to allow cities to create service districts within city boundaries, establish a permanent property tax levy, and fund specific urban services within the district; (F) Support changes to the property tax system that maintains stability and predictability, while providing greater sufficiency for needed city revenue, and minimizing inequalities for property owners; and (S) Support a city transportation package for preservation funding shortfalls (as outlined in the full Transportation Committee recommendation). In addition, Council asked Sykes to enclose a letter, along with the survey, to the LOC identifying the following as having equal priority: (C) Initiate legislation to ensure that cities may collect franchise fees from all electricity providers that utilize city owned rights-of-way; (D) Ensure that any carbon reporting legislation introduced be neither burdensome to cities administratively or financially and provides reliable data; (E) Support climate change legislation that promotes the use of financially viable clean renewable resources and provides financial and technical assistance to cities for energy efficiency projects; (Q) Move to an alternative revenue system for telecommunications providers and oppose preemption of city franchising, rights-of-way and taxing authority; and (W) Establish a Statewide Drug Takeback Program - Support the Drug Takeback Task Force recommendations. In conclusion, Council discussed issues pertaining to western Washington County and identified the following local legislative issues: economic development; tourism; human-related resources; subregional designations; light rail; and mass transit. Sykes

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(COUNCIL RETREAT)  
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noted that a western Washington County Legislative Work Session has been tentatively scheduled for September 11, 2008.

**3. CITY CHARTER REVIEW:**

Mayor Kidd facilitated this portion of the work session, noting the purpose of the above discussion was to inquire if the Council should consider submitting a new City Charter to the voters at the November 4, 2008, General Election. Mayor Kidd reported the League of Oregon Cities (LOC) Model City Charter, published in 2004 by Beery and Elsner, LLP, has served as the basis for most City Charters in Oregon, noting the cities of Cornelius, Hillsboro, North Plains, Dayton, Sherwood, and Happy Valley recently adopted new Charters based on the LOC Model City Charter. Mayor Kidd suggested amending the City of Forest Grove's existing Charter based on the LOC Model Charter. Mayor Kidd presented a "Charter Draft" for Council's review. The "Charter Draft" outlined suggested amendments and revisions. Mayor Kidd explained the "Charter Draft" would require that new ordinances and resolutions be adopted to implement new policies, i.e., Council Rules/Responsibilities and Elections. In addition, Mayor Kidd noted the "Charter Draft" includes provisions for adopting Orders instead of Ordinances for quasi-judicial matters and removes provisions for Urban Renewal and instead includes provisions for Special Districts. In addition, Mayor Kidd presented a proposed list of people who have expressed interest in serving on the Charter Review Committee.

**Council Discussion:**

Mayor Kidd opened the floor and roundtable discussion ensued as Council studied the "Charter Draft". Discussion ensued pertaining to the urban renewal provisions, to which Mayor Kidd explained State law has provisions relating to urban renewal and special districts, noting he is researching the above provisions. In addition, staff provided several Charter models from different cities for Council's review and provided an outline of the current Charter and the "Charter Draft", which compared each section with the suggested amendments and revisions. Staff also provided a "date calendar" of election deadlines for the November 4, 2008, General Election. Discussion ensued pertaining to whether or not the Council could meet the deadlines for the November 4, 2008, General Election. At the conclusion of the above discussion, the majority of the Council agreed that the 80-day filing period, as required by the current City Charter, would not allow sufficient time for public participation and input. Council members stressed the importance of allowing adequate time for the Charter Review Committee to conduct its work and allowing adequate time for public

**FOREST GROVE CITY COUNCIL WORK SESSION  
(COUNCIL RETREAT)  
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MCMENAMINS GRAND LODGE, EQUINOX ROOM  
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participation and input. At the conclusion of the above discussion, the majority of the Council supported proceeding with appointing a Charter Review Committee and considering submitting a new City Charter to the voters at the March, 2009, Special Election. In conclusion, Council asked staff to schedule a joint work session with the people who expressed interest in serving on the Charter Review Committee for Monday, August 11, 2008. Mayor Kidd encouraged Council members to review the proposed “Charter Draft” and the other cities models that were provided in preparation for the upcoming work session. In addition, staff indicated they would provide for the upcoming work session a table cross referencing the Charter’s sections and would provide a revised “date calendar” of election deadlines for the March, 2009, Special Election.

**Council recessed at 3:09 p.m. for a break and reconvened at 3:20 p.m.**

**4. CITY MANAGER PRIORITIES FOR 2008-09:**

Sykes reviewed the exceptions and objectives assigned by Council for 2008-09 evaluation period and provided a status report on each objective.

**5. COUNCIL TOPICS FOR DISCUSSION:**

Community Trail Wildfire Protection Plan:

Thompson led the above discussion, noting he would like Council to consider pursuing grant opportunities to install a buffer zone along the west trail system, to which Council supported.

Fernhill Wetlands Budget Request:

Lowe and Sykes led the above discussion. Sykes presented a copy of a letter for informational purposes submitted by the Fernhill Wetlands Council requesting that the City consider making an annual contribution to support the long-term maintenance of the proposed field station building. Sykes noted an official agreement would need to be drafted.

Recreational Vehicle Waste Site:

Johnston led the above discussion, noting the Elks Lodge is committed to providing the City rights-of-way public access for a recreational vehicle waste site and Clean Water Services has agreed to build the site. Mayor Kidd proposed 19th Avenue/Fir Road and B Street as two other alternate locations, noting the above sites would be located on City property versus privately-owned property. Mayor Kidd provided a matrix outlining the operating costs to the City for maintaining a waste site and

**FOREST GROVE CITY COUNCIL WORK SESSION  
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MCMENAMINS GRAND LODGE, EQUINOX ROOM  
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voiced concern pertaining to who would be responsible to pay for the System Development Charges. At the conclusion of the above discussion, the majority of Council voiced support of having a waste site at the Elks Lodge location.

**6. OPEN DISCUSSION:**

Truax noted he would like to pursue banning backyard burning. Discussion ensued about finding other alternatives, i.e., additional curbside yard collections. After brief discussion, Council suggested adding a line item to the City's Annual Citizen Survey to inquiry if there is sufficient support to consider banning backyard burning.

Sykes and Thompson reported they toured a biomass facility located in Lyons. Discussion ensued about the feasibility of having a local facility, to which Thompson noted that Oregon State University conducts environmental and economic biomass analysis of an area.

Johnston noted he would like the City to conduct more public guided tours of the City's Watershed. In addition, Johnston provided figures to show that baseball fields/tournaments have the ability to generate large amounts of monies.

Hearing no further discussion from the Council, Mayor Kidd adjourned the Council Retreat.

Council took no formal action nor made any formal decisions during the Council Retreat.

**7. ADJOURNMENT**

Mayor Kidd adjourned the Council Retreat at 5:25 p.m.

Respectfully submitted,

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Anna D. Ruggles, CMC, City Recorder

APPROVED

3F

**COMMITTEE for CITIZEN INVOLVEMENT**

**Tuesday, June 10, 2008**

**Community Auditorium Meeting Room**

**Attendees:**

Members: Dennis Stoddard, Aaron Savage, Mo Nkiwane, Ed Nigbor  
Absent: Deborah Delfs, Michelle Ashton, Jolynne Pena  
City Staff: Jon Holan, Community Development Director; Dan Riordan, Senior Planner  
City Council: Camille Miller

**Call To Order:** The meeting was called to order at 4:15 pm. There were enough members present for a quorum.

**Minutes of Last Meeting:** Minutes from the May 13, 2008, meeting were approved with a correction of the date from 2006 to 2008.

**Old Business:**

- CCI will be at the City's booth at the Farmer's Market.

**New Business:**

- Jon Holan asked for members to look over Urban and Rural Reserves material for the June 26, 2008, Open House in to be held in Forest Grove's Public Auditorium.
- Members were encouraged to help staff the booth from 5-8 p.m. at the Farmer's Market. It would be good to be acquainted with the material, although the material will be given out, and is available online at [www.oregonmetro.gov/reserves](http://www.oregonmetro.gov/reserves). Camille and Dennis offered to be at the booth for some or all of the Farmer's Market hours of operation. Material will be available in color, especially the map, to better display information for public review at the booth, etc.
- There was a discussion on the "bedroom community" aspect of Forest Grove. People living here, but not necessarily working here. The ideal would be living and working here in the city as a community. Facts were presented on growth rate, people moving to the Northwest area, environment, and adjusting to growth due to the population boom.
- Vision Statement topics were assigned and reviewed.
- Commissioner Miller suggested the addition to the Periodic Review Preliminary Stakeholder list of: senior citizens/senior center through a representative from Vintage Suites, and the Hispanic community through an Adelante Mujeres representative
- Dan Riordan gave a presentation on the Comprehensive Plan, Periodic Review, and Public Comment matrix. The point was made of familiarizing CCI members with the proposed draft 3-year Periodic Review Work Program. Comments are due one week from today on June 17, 2008. There will be quarterly newsletters, internet postings on the natural resources center on the City's website, as well as community outreach at the Farmer's Market.

**Other Business:** None.

**Next Meeting:** Next meeting will be held on July 8, 2008.

**Adjourn:** The meeting was adjourned at 5:10 pm.

Respectfully Submitted  
Marcia Phillips  
City of Forest Grove Permit Coordinator

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APPROVED

**Members Present:** George Cushing, Kevin Kamberg, Neil Poulsen, Claude Romig, Jon Stagnitti, Margie Waltz-Actor (arrived @ 7:37 p.m.)  
**Members Absent:** Cindy Kistler  
**Staff Present:** James Reitz  
**Council Liaison:** Elena Uhing was excused  
**Citizens Present:** 06

1. **Call to Order:** Stagnitti called the meeting to order at 7:06 p.m. **The May 27, 2008 meeting minutes were approved as submitted.**
2. **Citizen Communication:** None.
3. **Action Items/Discussion:**

(a) **Renovation Grant Requests:** Stagnitti noted that because only \$5,600 was available, full funding of all the requests could not be achieved. The Board agreed that the two requests continued from last month should be heard and acted on first.

- **Theatre-in-the-Grove, 2028 Pacific Avenue (Washington County tax lot 1S3 6BB-8901). Applicant: Theatre-in-the-Grove (Emily Lux & Kathleen Simpson). File Number: HLR-08-04.** The applicants resubmitted their application that clarified the project and the amount requested. They reported that no other CEP grant funds were being requested. **Romig/Cushing to award Theater-in-the-Grove \$2,175. Motion carried unanimously.**
- **1728 Ash Street (Washington County tax lot 1S3 6BC-300). Applicant: LaJuana Drazdoff. File Number: HLR-08-05.** No one had any additional comments beyond what had been discussed last month. **Romig/Cushing to award \$1,038. Motion carried unanimously.**

Waltz-Actor arrived just prior to discussion of the following grant requests.

- **Austin-McNamer-Hughes House, 2039 18<sup>th</sup> Avenue (Washington County tax lot 1S3 6BB-12100). Applicants: Brian and Laura Jackson. File Number: HLR-08-06.** The Board had no comments on this proposal.
- **Leliah B. Smith House, 2011 18<sup>th</sup> Avenue (Washington County tax lot 1S3 6BB-11550). Applicant: Holy Tsur. File Number: HLR-08-07.** Cushing advised that he was doing some work on this home unrelated to the proposed grant project. Poulsen expressed concern that the proposed work on the rafter tails to accept gutters was in fact a holdover from the roof project funded last year. After review of the application it was determined that the repair of the bead board soffit and extending the rafter tails were required to hang the gutters and so this was a new request.
- **Armentrout House, 1724 Ash Street (Washington County tax lot 1S3 6BC-400). Applicant: Parks M. Adams. File Number: HLR-08-08.** Kurt Zimmerman was present to represent the owner and respond to questions. Waltz-Actor disclosed that she is related to the painting contractor for this project and would recuse herself from participating in the discussion.

**Discussion:** After \$3,213 was deducted from the \$5,600 CEP Grant award (for the first two grant requests), only \$2,387 remained for these three projects. As each applicant was requesting about the same amount of grant money as a percentage of

the project, the Board decided to base the grant awards on a uniform 34.375%, rounded to the nearest whole dollar amount:

- 2011 18<sup>th</sup> Avenue. Grant award amount of \$595.
- 2039 18<sup>th</sup> Avenue: Grant award amount: \$769.
- 1724 Ash Street: Grant award amount \$1,023.

**Stagnitti/Cushing to approve the grant award amounts above. Motion passed 5-0-1 (Waltz-Actor abstained).** The Board requested that the applicants be informed as to the circumstances of the reduced grant awards; Reitz replied that he would note that the reduced funding was due to lack of money and was not any reflection on the quality of the projects.

- (b) **Southside District:** Poulsen stated that the name "Painter's Woods" was suggested by Mary Jo Morelli. She provided documentation showing the area to be generally the same as the proposed district. R. M. Painter was one of the first landowners of the area directly south of the original town plat. Although there were other more famous landowners in the area it was agreed that the claim for Painter's Woods had merit as well as being an attractive name. **Poulsen/Cushing to name the proposed district "Painter's Woods". Motion carried unanimously.** Reitz reported that Fitzgerald was finalizing the application for presentation at the July 14<sup>th</sup> City Council meeting.
- (c) **Summer (August) Newsletter:** Romig had an idea for looking at the energy efficiency of windows. Poulsen said he would do an article on the design guidelines. Cushing said he is working on a street name article. Romig said he needs articles by the next meeting.
- (d) **Clark District Design Guidelines:** Poulsen had received some small changes and would try to prepare a final document and forward it to the Board for a final review.
- (e) **A. T. Smith House:** No report.

#### 4. Old Business/New Business:

- **Council Liaison Update:** None. Uhing was excused.
- **Staff Update:** Reitz discussed the City Vision Statement and the Board's role. He noted that it would be on the agenda for discussion next month. He also reported that the deadline to respond to the Walker's/Naylor's addition update RFP was imminent.
- Cushing advised that Mt. Olive Lutheran Church was developing plans for a 150-foot by 60-foot by 35-foot tall multipurpose gymnasium and preschool. He requested suggestions from the Board to help ensure the new building would be a good fit into the Clark District.
- **July 22 Agenda:** Reitz reminded everyone that the meeting will be on the fourth Tuesday. Items on the agenda will include discussion of the Clark District Guidelines and the Walker's/Naylor's update project.

5. **Adjournment:** The June 24, 2008 meeting adjourned at 9:03 p.m.

These minutes respectfully submitted by George Cushing

PLANNING COMMISSION MEETING MINUTES  
FOREST GROVE COMMUNITY AUDITORIUM CONFERENCE ROOM

April 21, 2008 - 7:00 P.M.

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3A

APPROVED

1. **CALL TO ORDER:**

Chairman Beck called the meeting to order at 7:03 p.m. **Planning Commission Present:** Tom Beck, Carolyn Hymes, Ed Nighbor, Luann Arnott, Lisa Nakajima and Al Miller. **Absent:** Cindy McIntyre **Staff Present:** Jon Holan, Community Development Director; James Reitz, Senior Planner, Marcia Phillips, Assistant Recorder.

2. **PUBLIC MEETING:**

2.1 **PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS:** None.

2.2 **PUBLIC HEARING:**

**Planned Residential Development Number 05-01, Karen's Glenn:** Meadowwood Development, applicant, is requesting a second one-year time extension to file the final maps associated with the planned residential development. The subject site is located north of 26<sup>th</sup> Avenue and west of Juniper Lane.

Chairman Beck opened the public hearing at 7:07 p.m. and called for the staff report.

Mr. Reitz stated that two years ago Karen's Glenn Planned Residential Development was approved by the Planning Commission and City Council. Other PRDs in the 26<sup>th</sup> Avenue and Hawthorne Street area have progressed, but Karen's Glenn has not moved forward and the applicant is requesting a one year extension.

Reitz said the Juniper Lane right-of-way negotiations are nearing completion. Clean Water Services standards have changed since this PRD was originally approved. All of the PRDs in the area need to be under the same standards. If the development of Karen's Glenn continues much longer, it could be developing under very old standards. The developer needs to file for final plat and submit public improvement plans to the City's Engineering Department.

Mr. Holan said that typically public improvements are begun before final plat approval. The project must be developed according to the original conditions of approval, or the developer must come in for reapproval.

Mr. Reitz stated that staff recommends approval of the extension, but not for a full year. Staff recommends a four month extension.

Chairman Beck asked whether the Commission has the authority to change the standards. Mr. Reitz said it would require an ordinance amendment and notification. Mr. Holan added that it would be almost like starting over, and would require a fee from the applicant.

Commissioner Nakajima asked how much land in the surrounding area is under

**PLANNING COMMISSION MEETING MINUTES  
FOREST GROVE COMMUNITY AUDITORIUM CONFERENCE ROOM**

April 21, 2008 --7:00 P.M.

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different standards. Mr. Holan stated that all of the approved projects in the area are under the same set of rules.

**APPLICANT:**

**Wendy Hummond, N.W. Engineers, 19075 NW Tanasbourne Dr., Suite # 160, Hillsboro, OR 97124.** Ms. Hummond stated that she had been working on the Karen's Glenn project for one year. The other partner could not perform, so Tim Speakman is in active discussion with the neighboring property owners to negotiate the right-of-way for Juniper Lane. Ms. Hummond stated that the applicant has been working with the City's Engineering Department for the past six months, and has received good "red lines" comments from that department. The City's Engineering staff believes the plans are approvable. The Clean Water Services provider letter has been issued. As part of the review process, the project has been designed to meet the 2007 CWS standards. This is the only one in the group of PRDs in the area that meet current standards.

Ms. Hummond said it will take approximately four months to construct. This is a fairly large project. The final plat would be recorded the following month. The applicant is requesting six months as a bare minimum for plat recordation. The developer is aware of the current housing market, but believes there is an interested buyer. The project needs to be finished this summer.

Commissioner Miller said Karen's Glen is just waiting for the street dedication and public improvements, and asked how long after the street dedication it would take to do the paperwork.

Ms. Hummond said it would take approximately one month. Once the dedication document is signed, it must be recorded with Washington County. The bond must be signed and the construction agreement takes time.

**Chairman Beck closed the public hearing at 7:28 p.m.**

**COMMISSION DISCUSSION:**

Chairman Beck encouraged the Commission to think theoretically to create some guidelines for now and for the future. This is the second extension requested. Does the Commission want to grant a full year extension or less than that as a standard?

Mr. Holan stated that one thing about this project that Staff brought up, is the fact that a bulk of access is on other people's property. This project is not normal in that respect, so it could be looked at differently than other developments.

Chairman Beck stated that his theory is that after an applicant receives approval for a project, the Commission would grant a one year extension for the first request and a six month extension for the second request.

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Chairman Nakajima stated that she would be willing to grant a full two year extension, because things happen over which the developer has no control.

Commissioner Arnott said she would agree to a one year extension.

Commissioner Miller was agreeable to a one year extension, because the applicant could be back in six months requesting another extension.

**Commissioner Hymes made a motion to grant a second one year extension to PRD-05-01. Commissioner Arnott seconded. Motion passed 6-0.**

Mr. Holan said staff is under the assumption that a three year extension is the limit.

Chairman Beck said the guideline for the Commission granting extensions on approvals is that after more than three years it will be very difficult to get an extension.

**3.0 BUSINESS MEETING:**

**3.1 APPROVAL OF MINUTES:** Commissioner Nakajima made a motion to approve the minutes from the March 3, 2008, meeting. Commissioner Miler seconded. Motion passed 6-0.

**3.2 REPORTS FROM COMMISSIONERS/SUBCOMMITTEES:** None.

**3.3 DIRECTOR'S REPORT:**

Mr. Holan gave an update on Metro and Washington County activities. The Commissioners were asked to look at the information included in the packet and Handouts # 1, # 2 and # 3.

**3.4 ANNOUNCEMENT OF NEXT MEETING:** The next meeting is yet to be determined. There could be a Taco Bell service lane variance in the future. There may be no meetings in May. In June or July the public hearings for the Development Code may begin.

Mr. Holan said there has been progress on a joint meeting with the Planning Commissions for Beaverton and Hillsboro. Hillsboro is willing to provide the space for the meeting. It was decided that Chairman Beck and Jon Holan would discuss the agenda. The Assistant Recorder was directed to obtain vacation schedules from the Commissioners, so a date could be set.

**3.5 ADJOURNMENT:** The meeting was adjourned at 9:30 p.m.

Respectfully submitted by:  
Marcia Phillips  
Assistant Recorder

**PLANNING COMMISSION/CITY COUNCIL JOINT WORK SESSION  
MEETING MINUTES  
FOREST GROVE COMMUNITY AUDITORIUM**

June 30, 2008 --7:00 P.M.

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**APPROVED**

**1. CALL TO ORDER:**

**Planning Commission Present:** Tom Beck, Al Miller, Carolyn Hymes, Ed Nigbor, Luann Arnott, Lisa Nakajima, Absent: Cindy McIntyre **City Council Present:** Mayor Kidd, Ron Thompson, Tom Johnson, Elena Uhing, Victoria Lowe, Pete Truax. Absent: Camille Miller. **Staff Present:** Jon Holan, Community Development Director; Dan Riordan, Senior Planner; Mike Sykes, City Manager; Marcia Phillips, Assistant Recorder.

**2. PUBLIC MEETING:**

**2.1 PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS:** None.

**2.2 PUBLIC HEARING:** None.

**2.3 WORK SESSION: Comprehensive Plan Periodic Review Work Program**

Mayor Kidd opened the work session at 6:08 p.m. and turned the session over to staff. Jon Holan made opening remarks.

Holan: This work session on the Comp Plan update is informational only. No decision can be made here. On July 14, 2008, a public hearing will be held where a decision can be made. The reason for calling this work session is to clarify the Periodic Review process to identify issues and save time at the hearing. If issues arise during the work session, staff can get answers for the Council & Commission before the public hearing.

Holan introduced Meg Fernekees, DLCD Field Representative for the City of Forest Grove, who has had many years of experience in Periodic Review. Holan also introduced Dan Riordan who was recently hired as Senior Long Range Planner for the City of Forest Grove. Dan has been through Periodic Review once.

Riordan gave a brief overview of the Periodic Review process and then gave a Power Point presentation of the Comprehensive Plan Periodic Review Work Program, which included background information on the Comprehensive Plan. Riordan stated that there are key dates to the process. In November 2007 the official notice from DLCD for the City to begin Periodic Review was received. Council and Commission evaluation occurred in November 2007. A locally approved Work Program is due at DLCD by August 14, 2008. The City has three years to complete the Work Program.

Riordan stated that the Work Program is divided into four phases and seven topical areas. The topical areas were identified by the City's 2006 Vision Statement, state law governing Periodic Review, plan evaluation public hearing, Annual Town Meeting comments and topical meetings. The Periodic Review must address five

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areas: economic development, housing, public facilities and services, transportation, urbanization and community livability and sustainability. Other state goals can be addressed, but would require more time.

Riordan stated that the Work Program is divided into phases. Phase 1 is background analysis, assessment and policy options. Phase 2 is the alternatives analysis. Phase 3 is the proposed plan. Phase 4 is the plan adoption. There will be ongoing coordination with other state agencies, and opportunities for public review.

Holan: Twelve communities in the Metro area will be under review in the next four years. Forest Grove is one of them. The City needs to have a fresh look at twenty year build out. The City will be applying for a Periodic Review grant, which allows certain areas to be studied but not others. For example, we cannot use grant funds to conduct the 50 year analysis for the Reserves Program. However, there are certain tasks eligible for periodic review funding that will also forward the Reserves effort.

**Action Item Mayor Kidd asked for a visual road map of the project schedule.**

Riordan said the visual road map can be presented at the July 14<sup>th</sup> public hearing.

**Action Item Councilor Uhing: The Engineering Dept. should let the Transportation Committee know why the transportation meetings have ceased due to the attempt to get ODOT involved. The meetings just stopped and the people on the committee do not know why.**

Holan: We will forward your comments to the Engineering Department.

Councilor Uhing: Will mobile homes be included in Housing?

Holan: Yes.

6:40 p.m. Commissioner Nakajima: Where do businesses fit into this?

Riordan: Standing boards and commissions will be used.

Councilor Truax: Economic development/Chamber of Commerce could be added to the list of stakeholders, so businesses are recognized as being involved.

Mayor Kidd: There may need to be some individual businesses on the stakeholder list. The Chamber of Commerce represents small to medium sized businesses.

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Large companies also need to be involved. The Public Safety Committee needs to be involved also.

Councilor Uhing: We presume the boards and commissions represent the community, but many people cannot or do not participate in the B&Cs and they need to be included.

Holan: The City will hold open houses to give people the opportunity to gather information. We will need to provide translation services for the Hispanic community if needed.

Sykes: Will you get people's input on each of the topics?

Holan: Yes.

Riordan: The City will use the Farmer's Market and Annual Town Meeting to disperse information.

Mayor Kidd: This is the opportunity to change zoning, policies, etc.

Riordan gave two handouts to the Council and Commission showing comments from Metro and DLCD. He explained that the City had received approval for a one time three month extension to August 14, 2008 for the Work Program. The public hearing will be held on July 14, 2008. If approved, the work program is then submitted to DLCD, and it must receive it by August 14, 2008, after which is a twenty-one day comment period. The Work Program may have to be revised depending upon the comments received.

Fernekees: I have been working closely with Dan Riordan and Jon Holan for the past six weeks. They are very cooperative. Forest Grove is in the middle of Urban and Rural Reserves and Periodic Review simultaneously. The City needs to separate them. Continue to ask, "What is in the scope of Periodic Review?" Other cities have attempted to address too many areas.

Holan: In her comments, Ms. Fernekees stated concern that it may take us beyond the three year work program.

Councilor Johnston: It bothers me that the Reserves process will have made a decision before Periodic Review is complete.

Holan: It will give the City the opportunity to fold this into our Periodic Review, and some of it will happen simultaneously.

**Action Item**     **Commissioner Beck: I suggest that examples of alternatives be part of the July 14<sup>th</sup> presentations.**

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Comments were made about the DLCD review process and the possibility of litigation.

Holan: The public hearing on Periodic Review will take place on July 14<sup>th</sup>, 2008. Let us say the City sends the approved work program to DLCD on July 15<sup>th</sup>. The twenty-one day comment period begins. Then the City submits its responses to comments to DLCD. DLCD determines where it goes from there. It is more of a time and appeal issue rather than a litigation issue. Fernekees concurred.

Commissioner Beck: Do we have a public hearing and comment period for each of the topics?

Holan: Yes, but it is an objection period not a comment period.

Fernekees: Every work task is appealable to LCDC. The City must adopt each task and send it to DLCD. DLCD encourages the City not to do the tasks all at once.

Harrington, Metro Councilor: I came to the Council/Commission work session tonight to understand how to best serve your community.

Mayor Kidd: Did the City purchase the Communityvis. Software?

Fernekees: I do not know whether the state will pay for the software.

Mayor Kidd: It is different than Metroscope. Communityvis is accepted by every other community.

Holan: Metroscope produces numbers. Communityvis produces visuals, and can also be sued to test alternatives.

Sykes: Once our Work Program is approved by DLCD will we get grant money?

Fernekees: Yes.

Holan: At the hearing on the 14<sup>th</sup> the Planning Commission will make a motion, the resolution will go to the City Council and the City Council will vote all on that same night.

**3.0 BUSINESS MEETING:**

**3.1 APPROVAL OF MINUTES:** None.

**3.2 REPORTS FROM COMMISSIONERS/SUBCOMMITTEES:** None

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- 3.3 DIRECTOR'S REPORT:** None
- 3.4 ANNOUNCEMENT OF NEXT MEETING:** There will be a joint public hearing on July 14, 2008. The Planning Commission will hold a public hearing on July 21, 2008, regarding a Conditional Use Permit.
- 3.5 ADJOURNMENT:** The work session ended at 7:37 p.m.

Respectfully submitted by:  
Marcia Phillips  
Assistant Recorder

PLANNING COMMISSION MEETING MINUTES  
FOREST GROVE COMMUNITY AUDITORIUM CONFERENCE ROOM

July 21, 2008 - 7:00 P.M.

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APPROVED

1. CALL TO ORDER:

Chairman Beck called the meeting to order at 7:05 p.m. **Planning Commission Present:** Tom Beck, Al Miller, Carolyn Hymes, Luann Arnott, Lisa Nakajima and Cindy McIntyre. **Absent:** Ed Nigbor. **Staff Present:** Jon Holan, Community Development Director; James Reitz, Senior Planner; Marcia Phillips, Assistant Recorder.

2. PUBLIC MEETING:

2.1 PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS: None.

2.2 PUBLIC HEARING:

Chairman Beck announced that the two applicants agreed to switch the agenda items, so Maplewood Estates would be heard first because it would take a shorter period of time. Tom Beck noted for the record that the agenda should have read 2008 instead of 2007 and that Maplewood Estates should have been an Action Item rather than part of the public hearing.

**Conditional Use Permit Number CU-08-01: Rose Grove Mobile Home Park (Dorothy Royce), as applicant, is requesting a Conditional Use Permit to construct a new 21-space Recreational Vehicle Park on a 1.15 acre site located immediately north of State Highway 8 and about 160 feet west of the intersection of State Highway 8 and Mountain View Lane (Washington County Tax Lot 1N3 32D-1400.)**

Chairman Beck read the hearing procedures and asked for disclosure of any conflicts of interest, ex-parte contacts, bias or abstentions. Commissioner Nakajima stated that Rose Grove Mobile Home Park does a fair amount of business with Ace Hardware, of which the Commissioner is part owner, but she did not feel this would affect her decision. There were no other disclosures, and no challenges from the audience.

Chairman Beck opened the public hearing at 7:12 p.m. and called for the staff report.

Reitz stated that the applicant requested and received approval for a conditional use permit for a recreational vehicle park in 2005. At that hearing the Commission discussed a number of design issues, primarily concerning the perimeter treatment. As construction of the park was not initiated within one year (as required by Zoning Ordinance Section 9.876) that application was voided. The applicant has reapplied for a conditional use permit and has resubmitted the original design, with no changes. The proposal would result in a new 21-space recreational vehicle park. No other on-site improvements are proposed except for the required water quality facility. No fire pits, picnic tables, cooking facilities, or any other site amenities are

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proposed. Guests would be permitted to use the restroom, laundry facilities and playground located nearby in the Rose Grove Mobile Home Park.

Reitz explained that staff looked at the site as essentially a parking lot, and recommends enhanced landscaping. Parking is based on equivalents (i.e. motels) which require one parking space per unit. The RV Park has more than the required number of parking spaces, and staff recommends a reduction in the number of spaces along the east side. Additional landscape “islands” could be required where the number of parking spaces has been reduced. The application will also undergo ODOT review to make sure it complies with state regulations. The state also has administrative rules governing RV parks, as stated in Condition # 3 of the staff report, with which the park must comply.

Chairman Beck stated that it seems reasonable to have one tree per unit for shade, especially on the lower southwest area.

Reitz said there is a possibility of street trees, but that will not be determined until ODOT makes a decision. There are currently few street trees on the other side of Pacific Avenue.

Commissioner McIntyre asked if there would be a dump station.

**PROPONENT:**

**Michael Robinson, Applicant’s Representative, 1120 NW Couch St. Tenth Floor, Portland, OR 97209.** Mr. Robinson explained that each vehicle in the park would hook directly to city sewer, so no dump station would be required. The approval from ODOT is finished. Mr. Robinson concurred with Chairman Beck that more trees would be a good idea. The applicant did not submit a formal landscape plan, because Robinson forgot to recommend she do so. The applicant will work with the Community Development Department staff on the landscaping. Robinson asked that the Commission leave some latitude in the landscaping requirements. The applicant is in agreement with staff’s recommendation for enhanced landscaping along Pacific Avenue. The more attractive the park looks, the easier it is to rent spaces. An easement has been recorded for emergency access per the Fire Department’s request. Mr. Robinson explained that his client did not know about the 1 year expiration period, and by the time the applicant called Robinson it was well past the expiration date.

Commissioner Hymes said she was disappointed that with the reapplication there was no landscape plan.

Commissioner Nakajima said blank walls invite graffiti, so she would prefer to see wrought iron fencing. The church across the street from the proposed park has a combination of wrought iron and stone for their fence. It would be nice to see a

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landscape plan.

Robinson stated that the applicant wants to do a good job on the landscaping. If there are any concerns after the landscape plan is submitted, the Planning Commission can ask to look at it again. The applicant is agreeable to 25 parking spaces, one parking space per unit with some guest parking.

**Terry Hughs, Manager of Rose Grove Mobile Home Park, 3839 Pacific Avenue, Forest Grove, OR 97116.** Ms. Hughs stated that she and her husband manage the Rose Grove Mobile Home Park, and have worked very hard in the last two years to improve the appearance of the park. They have been experimenting with various trees to see which ones grow well in Forest Grove. Landscaping is important. Ms. Hughs stated that she receives five phone calls per week from people who are looking for a place to stay while receiving medical treatment, short term jobs, etc. These people have RVs and no place to stay.

**OPPONENTS:**

**Scott Mary, Manager of Best Western Motel, 61547 Tam McArthur Loop, Bend OR 97702.** Mr. Mary stated that he is manager of the Best Western motel adjacent to the proposed RV park. He is concerned about pulling out onto Pacific Avenue heading either direction due to the speed of traffic and the nearby corner. Mr. Mary said he is impressed with the improvements that have been made along Pacific Avenue during the past three years, but expressed concern about driving into Forest Grove and seeing an RV park right on the main street. The Commission is talking about requiring more trees to hide the park. Why have it on the main street at all? This park has acres of mobile homes. Do we need more spaces right along the highway? There has been an increase in gang activity/graffiti. He has seen people going back into the park, but has not caught anyone yet. There is constant tagging, and people do not pull in and stay at a motel if it is tagged. Mr. Mary stated that he objects to the proposed conditional use permit.

Chairman Beck asked Mr. Mary what his thoughts were on improvements along his property line, assuming approval of the permit.

Mr. Mary stated that he would like to see the front area open, so people can see his motel and come in. He would prefer no fence and enhanced landscaping. Mr. Mary wants to be involved in the landscape design.

Commissioner Nakajima said she has called the motel and it is full. The motel needs to expand, which would provide additional places to stay.

Commissioner Hymes said there is an RV park in Tualatin on the main road. It is lovely.

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Mr. Mary said kids and others walk through the motel to try and use the pool and help themselves to the Continental breakfast.

**Edward Berrington, Manager of Best Western Motel, 1111 E. 4<sup>th</sup> Street, Newberg, OR.** Mr. Berrington said he has had a tour of Forest Grove and likes where it is heading. Foot traffic from the park is bad now. The RV park would increase foot traffic. There have been repeated incidences of tagging. Auto Zone was tagged three times in the past six weeks. The fence at the motel has been tagged three times since he has been there. Mr. Berrington stated that it is difficult enough to pull out onto Pacific Avenue without a fence being there. Putting in a fence would drop visibility to a dangerous level. What type of folks will be staying in the RV park?

**REBUTTAL**

Ms. Hughs said she is actively involved with finding out who is doing the tagging. They have no seedy people in the park currently. The RV park would be for people who are here for medical treatment. The park would provide places to stay during graduation and the car show. People wanting to stay in the park must have a decent looking motor home. Ms. Hughs said she has a waiting list, and no spaces available. The mobile home park has been greatly improved, and is having to overcome a bad reputation.

Commissioner Hymes asked what office hours the park currently keeps, does the management walk the park at night and how the rules are enforced.

Ms. Hughs said the office is open from 8:30 to 5 p.m. each day. The phones are answered twenty-four hours a day seven days a week. Someone is on site at all times. The park has city lighting with a flood light on the storage area.

Commissioner Hymes asked what the maximum length of stay will be.

Ms. Hughs stated that she believes the state just changed the law, and people can stay as long as they want.

Holan said on page 19 of the applicant's submittal it states that this will not provide permanent housing.

Chairman Beck asked what the distinction is between a mobile home park and a recreational vehicle park.

Holan stated that there is no distinction, and is not sure the city has any authority due to the state law.

Ms. Hughs said that the RV park will allow no tents or campers.

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Chairman Beck asked whether the city can create a definition, or is the Commission really granting an extension of the mobile home park without knowing it. The Commission is sympathetic to the RV park, but not sympathetic to an extension of the mobile home park.

Robinson said there are numerous distinctions between RVs and mobile homes, and are defined in the state's administrative rules. Restrictions could be written into the Conditions of Approval. The applicant can accept a condition of approval even if the state does not limit the length of stay. Mr. Robinson said he is not sure there is no state rule on length of stay.

Chairman Beck suggested that the Commission hear Mr. Robinson's rebuttal, the Commission can discuss, and then continue the hearing for two weeks to get clarification on the legal aspects.

Robinson said the applicant has approval from ODOT, and has approval on the public improvements. There is adequate open space. There is no land use condition such as noise. The application complies with the Zoning Ordinance. During the previous hearing, the Chief of Police did not want landscaping to obscure. The landscaping is to make the park attractive. Mr. Robinson talked with Mr. Mary before the hearing, and the applicant is willing to work with him.

Robinson stated that the safety of the community is not a land use decision. The fence stops ten feet before the front property line. Taller landscaping could be in the back of the property and shorter in the front. The applicant can work with the city on the landscaping. The RV park that Commissioner Hymes visited in Tualatin is owned by the applicant. The park in Tualatin is mainly used during the summertime. It is the onsite manager that makes a nice park. If the park is well done, there is no reason for it not to be on the main street. Mr. Robinson will mention to the applicant about people from the park going into the motel. Tagging is not a land use decision. Mr. Robinson said he had no problem with closing the public hearing as long as he be allowed to come back and discuss some things.

Chairman Beck stated that there are questions regarding landscaping. Putting a six foot good neighbor fence and tagging is not a good idea. A 6-foot wrought iron fence keeps people out and cannot be tagged. Beck said he appreciates staff recommending only 25 parking spaces, but would prefer that the whole strip be used for visitor parking.

Chairman Beck stated that the Commission needs explicit information on state rules regarding length of stay and description of recreational vehicles. Landscape plans would be very helpful. The type of fencing could be discussed with the management of the Best Western motel, and mutually agreed upon. Mr. Mary seems to want the landscaping more for aesthetics than a barrier.

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**Commissioner Miller made a motion to keep the public hearing on CU-08-01 open until August 4, 2008. Commissioner Arnott seconded. Motion passed 6-0.**

**3.0 BUSINESS MEETING:**

**3.1 ACTION ITEMS:**

**Planned Residential Development Number PRD-06-03, Maplewood Estates: WRG Design, applicant, is requesting a one-year time extension due to the down turn in the housing market in association with the approved planned residential development. The subject site is located north of 26<sup>th</sup> Avenue and adjacent to and east of Sunset Drive.**

Reitz stated that Maplewood Estates PRD was approved a year ago, but due to the down turn in the housing market, the applicant is requesting that the Planning Commission grant a one year time extension.

The applicant's representative declined to speak, but made himself available for questions.

Commissioner Hymes asked what impact this PRD would have on the other PRDs that were approved around the same time last year.

Reitz explained that this is a stand alone project. The other projects are located farther to the east.

Chairman Beck stated that the Commission is sympathetic to the housing market, and is willing to grant up to two one year extensions. After two extensions, the applicant will have to go through the process again.

**Commissioner Miller made a motion to approve a one year time extension for Maplewood Estates. Commissioner Arnott seconded. Motion passed 6-0.**

**3.2 APPROVAL OF MINUTES:** The minutes from the April 21, 2008 and June 30, 2008, meetings were approved without corrections.

**3.3 REPORTS FROM COMMISSIONERS/SUBCOMMITTEES:** None.

**3.4 DIRECTOR'S REPORT:**

Representatives from Oregon's Big Look Land Use Task Force for reforming Oregon's Land Use Planning Program would like to meet with various Planning Commissions. Holan asked if the Commissioners are interested in inviting their consultants to the September 15, 2008, meeting.

Chairman Beck said the Commission is interested.

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Holan said the August 4<sup>th</sup> meeting will be a continuation of the conditional use hearing on the RV park. August 18<sup>th</sup> is the first hearing for the Development Code update. Staff would rather have no other items on the agenda. The September 2<sup>nd</sup> meeting will be a conditional use permit for expansion of the Charter School by adding two modular units and a restroom facility.

Reitz stated that the City Council endorsed the submission of the application for a new historical district named Painter's Woods to the state. The application has been sent.

**3.5 ANNOUNCEMENT OF NEXT MEETING:** The next meeting will be held on August 4, 2008.

**3.6 ADJOURNMENT:** The meeting was adjourned at 8:58 p.m.

Respectfully submitted by:  
Marcia Phillips

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APPROVED

PUBLIC SAFETY ADVISORY COMMISSION  
FOREST GROVE FIRE STATION,  
1919 ASH STREET  
May 28, 2008  
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1. ROLL CALL:

Chair Randy Roedl called the meeting to order at 7:30 a.m

**ROLL CALL: MEMBERS PRESENT:** Randall Roedl, Herb Drew, Susan Aguilar, Rod Fuiten, and Russell Redmond,

**LIAISONS PRESENT:** Tom Johnston, Bob Davis

**STAFF PRESENT:** City Manager Michael Sykes, Bill Bench, Interim Police Chief Jeff Williams, and Carol Lorenz.

**MEMBERS NOT PRESENT:** Sharon Boge, and Dan Hornberger

**LIAISONS NOT PRESENT:** Brandon Hundley, Naomi Montelongo, Melanie Stagnitti, Ralls Hall and Tim Dierickx

**CITIZENS PRESENT:** Jill Smith (Oregonian)

2. CITIZEN COMMUNICATIONS:

3. APPROVAL OF MINUTES: May 28, 2008

4. ADDITIONS/DELETIONS:

5. ACTION ITEMS/DISCUSSION:

**Michael Sykes Update:** City Manager Michael Sykes updated the PSAC regarding the police chief hiring process. The City is ¾ through the background check and would be announcing the new chief of Police on Monday, June 2, 2008. Michael Sykes also stated that Interim Police Chief Jeff Williams has done an excellent job filling in as Interim Police Chief. Michael Sykes also informed PSAC the City of Forest Grove has started the search for a Fire Chief. The applications they have received so far are mostly from out of state. Michael Sykes also stated that it was put into the budget for a new or adding onto the police department building.

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**Interim Police Chief Jeff Williams:** Interim Chief Williams handed out a 12 Month Work Plan to the PSAC group.

- 1.) Fiscal Year 08/09 Budget process – The Chief explained to PSAC that our budget year starts on July 1st.
- 2.) Equipment and training usage of Incident command trailer – The command trailer was purchased with drug forfeiture money and the trailer is almost ready.
- 3.) Bullet proof vest grant 50% reimbursement – Grant program
- 4.) Accreditation – The Forest Grove Police Department has been granted an extension on their accreditation to the end of June beginning of July 2008. The Department should be reaccredited at that time.
- 5.) Work with Public Safety Commission – Continue monthly meetings
- 6.) Department Training – The Forest Grove Police Department is working with Pacific University to host a Spanish Immersion Class for Law Enforcement. The class is scheduled for July 29<sup>th</sup> – Aug. 7<sup>th</sup>, 2008
- 7.) Review and Propose New and Existing City Ordinances – The question was asked by PSAC if graffiti offenders would have to help with clean up. The answer was “yes”, that our city is going to be working with the Juvenile and other departments. It was also suggested by PSAC to have an informational packet written on how to remove graffiti from different surfaces. It has also been recommended to have a group help work on ordinances and that staff minutes be available to PSAC so that they have a better idea of what is being discussed in the police and fire departments.
- 8.) SWOT – The city put together different groups in each department to see what was needed. A lot of ideas from this group were factored into the budget. The SWOT exercise showed a need for new equipment and a new building or adding on to the police department.
- 9.) Reducing Youth Access to Alcohol - The Forest Grove Police Department has received a two year grant for this program.
- 10.) Citizen’s Academy – The City of Forest Grove would like to implement a Citizen’s Academy. A Citizen’s Academy is used to educate the citizens on policing issues. It is to show the community what we do, how we take information that is relayed to us, and how the department handles the information. The citizen’s academy is going to be highly recommended to the new chief. The police department would like to see this in place starting January 2009 and to be held 3 to 4 times a year. It was asked from PSAC if the new chief would be open to this. The answer from Interim Chief Williams was, “yes” that he comes from a department that supports a citizen’s academy. PSAC asked about costs, and volunteers. Interim Chief Williams stated at this time we are waiting for the new chief before we go any further.

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- 11.) On-Line Reporting - Sgt. Ellingsburg is looking into the idea of on-line reporting. It would be an option for citizens to be able to fill out the information on our web site. This is not meant to replace an officer but to have another option if that is what the citizens would like.
- 12.) EOC Tabletop Exercise (Emergency Operations Command) – There is planned exercises that take place so that police and fire each know their roles in the case of an actual emergency.
- 13.) Handheld Citation Writers, Printers, and Software – Handheld citation writers are being implemented for parking enforcement and eventually hope to include traffic citations.
- 14.) Portland Police Data System (PPDS) Access – The Police Department is looking into the use and cost for PPDS. This would allow the department to be able to access information from other agencies.
- 15.) Narcotics K9 Program – The Forest Grove Police Department feels a real need to have a K9 program. If the request passes through the budget in July the department will start working on obtaining more detailed information regarding costs, equipment etc. to fund this program.

Chief Williams also informed PSAC that we had sworn in and introduced two new officers at the council meeting. He explained that they would be going to the academy in July and that they would not be on the road until 2009. The department still has another position to fill. PSAC asked how our officers cover the city because they would like to see officers walking in the downtown area. Chief Williams explained the zones and that he felt the citizen's academy would help with citizens getting to know the officers. The chief stated he felt we had a very well trained department because of the fact we are a small department our staff has to be cross trained in many different areas.

**Fire Department – Bill Bench:** It was stated that Interim Chief Ian O'Connor will give his work plan information to PSAC at the next meeting. PSAC asked on the average how many medical calls Fire receives in a day and if there is anyway to cut back on these. It was stated they average around 7 calls per day and that we can not tell how serious a call is until Fire arrives on scene. However, Bill Bench stated that some of the nursing homes are starting to train employees to handle some of their own problems which have helped in reducing calls.

6. **COMMISSIONER'S REPORTS:** None

7. **STAFF REPORT:** None

**PUBLIC SAFETY ADVISORY COMMISSION  
FOREST GROVE FIRE STATION,  
1919 ASH STREET  
May 28, 2008  
PAGE 4 OF 5**

**8. OLD BUSINESS:**

**Introduction of Interim Chiefs:** Chief VanBlarcom introduced Interim Chief Jeff Williams to the PSAC members that were present and Chief Mills introduced Interim Chief Ian O'Connor and Bill Bench.

**Comments regarding meeting with Council:**

1. PSAC is not sure if the council knows what PSAC's duties and ideas are vs what the council's ideas are. PSAC felt that their commission group is to promote the Police and Fire Department. PSAC felt that their mission was changed during the levy to promote everyone in the general fund.
2. PSAC was surprised that it was a general levy ballot not a public safety.
3. PSAC felt that the Parks, Library, and the Pool were added into the levy because the citizens enjoy the quality of life in this city. However, the citizens have to understand that the quality of life is Public Safety.
4. Pacific University feels that they are working well with the Police and Fire Departments.
5. PSAC feels that council members are not sure what to do with this group.
6. PSAC is not sure what the council's agenda is for PSAC. PSAC was put into the position of figuring out the dollar amount for the levy. Why is PSAC working so hard for public safety, if the council can change what they are working for regarding the levy and public safety?
7. PSAC knows that the 1.35 was not enough for public safety and now it is being shared with other departments. What is going to happen to public safety when that money runs out?
8. PSAC feels now that they did not ask for enough money in the last levy.
9. PSAC asked the question regarding their original task. PSAC felt that their original task was that of funding for Police and Fire. Where are the Revenue sources and how are they spent – City Light and Power? Can PSAC look at how money is spent?

**Mission:** PSAC felt that when they first started as a commissioned group their mission was looking at the needs of the departments and to take the information in front of the council. PSAC was shown the size of building, statistics, call load, future growth, future need, and projected housing growth in the city. PSAC put together and recommended ideas to the council. The one thing that came out of this was the levy and the dollar amount that would be asked for. PSAC recommended the 1.35 per 1,000 to get the levy passed even though they new it was not enough and that it should be more around 1.79 per 1,000. Chief VanBlarcom stated that he felt that PSAC has been a great help to Police and Fire and that they need to keep this commissioned group going forward.

**PUBLIC SAFETY ADVISORY COMMISSION  
FOREST GROVE FIRE STATION,  
1919 ASH STREET**

**May 28, 2008**

**PAGE 5 OF 5**

**Funding:** PSAC wanted to know if they have the authority to look at sources of funding for the police and fire departments and how it is spent. PSAC questioned the Electrical funds and how they are spent. PSAC talked about public safety funding being separate from the library, parks, pool, etc. PSAC feels that the council is not committed to public safety when they see the library being enlarged when the police department has outgrown their building.

**Budget:** PSAC wanted to know if they could look at the raw budget before it goes over to city hall. PSAC wanted to be able to look at what the police and fire departments feel their needs are. PSAC feels that if they had a better understanding of these needs they could help with future recommendations to the council. PSAC asked if someone from the commissioned group could be involved in the meetings for the budget requests. PSAC would like to put on their agenda the idea of a new building for the police department. PSAC was informed that the city is in the process of doing a feasibility study.

**Next PSAC meeting:** PSAC would like to invite City Manager Michael Sykes, Director Paul Downey, and Assistant Finance Director Susan Cole to their next meeting. The PSAC group would like to talk to them without the presence of the staff from the police and fire departments that regularly attend this monthly meeting. PSAC would like to ask if they could see the raw budget requests to have a better idea of the departments needs. PSAC would like to be able to ask Michael Sykes, Paul Downey, and Susan Cole questions regarding future needs, understanding the budget, what things get cut and why, levy, where PSAC's focus is for the next 5 years, etc. PSAC feels this is important so that they can make educated recommendations to the city council.

**New City Ordinances and Code Enforcement:** PSAC asked about the new ordinances and code enforcements being added. PSAC was asking who is going to enforce these new ordinances. PSAC feels that if we are going to have these ordinances then the city needs to look at who is going to be assigned to enforce these new laws or hire someone to handle these duties.

**Gales Creek Pipeline:** There will be a meeting held March 6<sup>th</sup> regarding the Gales Creek pipeline. There is great concern regarding the idea of this pipeline going through the Gales Creek Valley.

9. **ANNOUNCEMENT OF NEXT MEETING:** Aug, 2008 date TBA

10. **ADJOURNMENT:**

Randy Roedl adjourned the meeting at 09:00 a.m.

Respectfully submitted by:

Carol Lorenz

# MONTHLY BUILDING ACTIVITY REPORT

35

## JUNE

### 2007 - 2008

	June Zero-Seven		June Zero-Eight	
	# Of Permits	Value	# Of Permits	Value
Man. Home Setup	-1	DEMO		N/A
Single-Family-New	13	4,021,975.90	19	3,309,895.70
SFR Addition & Alt/Repair	9	144,138.76	5	254,219.74
Multiple-Family-New/Alt	2 (8) UNITS	757,112.00 1-MF 4-PLEX 1 CONDO 4-PLEX		
Group Care Facility				
Commercial New	1	10,000.00		
Commercial Addition	2	11,000.00		
Commercial Alt/Repair	3	62,912.00	2	45,500.00
Industrial New				
Industrial Addition				
Industrial Alt/Repair	1	19,250.00		
Gov/Pub./Inst. (new/add)			2	243,000.00
Signs & Grading	1	GRADING	1	950.00
Demolitions			1	MANUFACTURED HOME
<b>Total</b>	<b>33</b>	<b>\$5,026,388.66</b>	<b>30</b>	<b>\$3,853,565.44</b>

### FISCAL YEAR, TOTAL TO DATE

**2006-2007**

**2007-2008**

Permits:	283	Value:	\$45,178,714.27	Permits:	263	Value:	\$42,624,912.00
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# MONTHLY BUILDING ACTIVITY REPORT

## JULY

### 2008 - 2009

	July Zero-Seven		July Zero-Eight	
	# Of Permits	Value	# Of Permits	Value
Man. Home Setup		N/A		N/A
Single-Family-New	11	3,286,266.70	2	609,376.99
SFR Addition & Alt/Repair	4	69,174.40	8	227,927.28
Multiple-Family-New/Alt				
Group Care Facility				
Commercial New				
Commercial Addition				
Commercial Alt/Repair	5	729,843.00	5	47,775.00
Industrial New				
Industrial Addition				
Industrial Alt/Repair	1	15,600.00	1	2,000.00
Gov/Pub./Inst. (new/add)	1	350,000.00	1	65,396.00
Signs & Grading	4	3 Grading 1 Sign \$900.00	2	
Demolitions	4			
<b>Total</b>	<b>31</b>	<b>\$4,451,784.10</b>	<b>19</b>	<b>\$952,475.27</b>

#### FISCAL YEAR, TOTAL TO DATE

**2007-2008**

**2008-2009**

Permits:	31	Value:	\$4,451,784.10	Permits:	19	Value:	\$952,475.27
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3K

FOREST GROVE CITY LIBRARY  
CIRCULATION STATISTICS REPORT: JULY 2008

	JUNE 2008	MAY 2008	JUNE 2007
Total Check-outs:	26,026	23,460	23,167
Total Check-ins:	19,610	19,752	17,315
New Registrations:	204	147	173
Intra-library Holds To Forest Grove:	8,127	8,374	7,556
Intra-library Holds From Forest Grove:	6,369	6,539	5,902
Children's Programs:	8	8	NA
Average Attendance at Children's Programs:	99	28	NA
ILLs (Inter-library loans/out of county):	117	83	131
Self-Check Out* Patrons Accepted	1,006	781	554
Self-Check Out* Patrons Denied	223	135	177
Self-Check Out* Total Items	3,767	2,970	2,146
Self-Check Out* Items Denied	18	37	30
Self Check-Out* Items Renewed	31	30	9
Reference Questions	NA	NA	1,221
Eye Count:	21,378	14,867	14749
Number of Days Open:	25	26	23
SAM Stats for FGL			
# of users logged	990	947	1,002
# of sessions	3,357	2,951	3,338
Total user hours	1,757	1,486	1,748
Average session time in minutes	31	30	31

**RENOVATED AREA/WHOLE LIBRARY OPENED JUNE 21, 2007**  
**\*SELF-CHECK OUT MACHINES BEGAN OPERATIONS 3-17-2007**  
KH/FGL 7/8/2008

**POLICE MONTHLY STATS FOR SELECTED REPORTED CRIMES / INCIDENTS**

June 2008

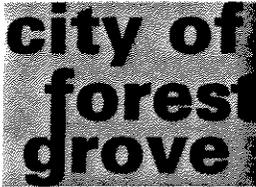
Reported Cases

	This Year This Month	Same Month Year Ago	YTD Current Year		This Year This Month	Same Month Year Ago	YTD Current Year		This Year This Month	Same Month Year Ago	YTD Current Year
<b>BURGLARIES</b>	7	6	43	<b>ASSAULTS</b>	8	2	30	<b>FRAUD</b>	6	3	34
<b>ARRESTS</b>	1	0	10	<b>ARRESTS</b>	3	2	14	<b>ARRESTS</b>	2	3	8
<b>THEFTS</b>	46	46	263	<b>SEX CRIMES</b>	5	4	19	<b>UUV</b>	4	0	23
<b>ARRESTS</b>	16	11	54	<b>ADULT</b>	1	4	4	<b>ARRESTS</b>	1	0	12
				<b>JUVENILE</b>	4	2	12	<b>RECOVERED</b>	0	0	4
<b>ROBBERY</b>	1	1	2	<b>CRIMES AGAINST CHILDREN</b>	12	27	71	<b>ABAND. VEHICLES</b>	16	17	111
<b>ARRESTS</b>	0	2	0	<b>DOMESTIC VIOLENCE</b>	16	7	88	<b>RADAR BOARD</b>	0	0	0
<b>VANDALISM</b>	62	19	259	<b>MIP/TOB/LIQUOR</b>	16	3	37	<b>MVA</b>	9	12	64
<b>ARRESTS</b>	11	3	81	<b>ARRESTS</b>	18	13	63	<b>DUII</b>	5	10	47
								<b>TRAFFIC CITES</b>	186	483	1437
<b>TRESPASS</b>	5	3	19	<b>DRUGS</b>	2	5	27	<b>TOTAL ARRESTS</b>	135	157	800
<b>ARRESTS</b>	10	2	29	<b>ARRESTS</b>	3	6	36	<b>ADULTS</b>	95	105	508
								<b>JUVENILES</b>	40	52	276
<b>SEARCH WARRANTS</b>	1	0	3	<b>FUGITIVES</b>	9	23	77				

COPIED Chief Aleshire  
 Capt. Ashbaugh  
 Sgt. Foster  
 Ofc. Mgr. Taylor  
 CSO Hartung

Total Contacts by Offense for Patrol Officers - 959 : Vehicle Impounds by Patrol officers - 10 : 15 DHS 307's were reviewed and documented : MVA includes 4 hit and run : Crimes against children included 11 runaways, 0 recovered, 1 arrests : Patrol Traffic Citations do not include 18 citations from CSO's

37



3m

**FOR CITY USE ONLY**  
(Please return to City Recorder)

The Forest Grove City Council  
Recommends that license be

Granted  Denied

\$25.00 Liquor License Fee: Paid: \_\_\_\_\_  
Acct No. 100-21-10-450050 Receipt#: \_\_\_\_\_

## FOREST GROVE POLICE DEPARTMENT

### LIQUOR LICENSE RECOMMENDATION

**NAME OF APPLICANT** Richard Howell

**NAME OF BUSINESS:** Pacific Avenue Bar & Grill

**BUSINESS ADDRESS:** 1923 Pacific Avenue, Forest Grove

**TYPE OF LICENSE REQUESTED:**  
*Application is being made for*

<p><b>ACTION:</b></p> <input type="checkbox"/> Change in Application <input checked="" type="checkbox"/> New Application <input type="checkbox"/> Renewal <input type="checkbox"/> Temporary <input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> <b>FULL ON-PREMISES SALES:</b> F-COM licenses are required to have dining seating. Allows the sale and service of distilled spirits, malt beverages, and wine for consumption on the licensed premises. Also allows licensees who are pre-approved to cater events off the licensed premises.	<input type="checkbox"/> <b>LIMITED ON-PREMISES SALES:</b> Allows the sale of malt beverages, wine and cider for consumption on the licensed premises and the sale of kegs of malt beverages for off premises consumption. Also allows licensees who are pre-approved to cater events off the licensed premises.  <input type="checkbox"/> <b>OFF-PREMISES SALES:</b> Allows the sale of malt beverages, wine and cider in factory sealed containers for consumption off the licensed premises and allows approved licensees to offer sample tasting of malt beverages, wine and cider.
<input type="checkbox"/> New Business <input checked="" type="checkbox"/> Change of Ownership <input type="checkbox"/> Greater Privilege <input type="checkbox"/> Additional Privilege <input type="checkbox"/> Other _____	<input type="checkbox"/> F - CAT Caterer <input checked="" type="checkbox"/> F - COM Commercial Establishment <input type="checkbox"/> F - PC Passenger Carrier <input type="checkbox"/> F - CLU Private Club <input type="checkbox"/> F - SE Special Event <input type="checkbox"/> F - PL Other Public Location	<input type="checkbox"/> Brewery Public House <input type="checkbox"/> Fuel Pumps <input type="checkbox"/> Grower <input type="checkbox"/> Winery <input type="checkbox"/> Other: _____

**APPLICABLE CRIMINAL/DRIVING RECORD:**

NONE  SUPPORTING DOCUMENTATION ATTACHED

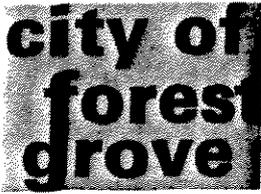
**RECOMMENDED ACTION:**

FORWARD WITH APPROVAL  REJECT APPLICATION (Memorandum Required)

Kerry P. Aleshire  
Kerry Aleshire, Chief of Police  
- or Designee

Date 7-30-08

Police Department Recommendation Revised 12/07



**FOR CITY USE ONLY**  
(Please return to City Recorder) 3N

The Forest Grove City Council  
Recommends that license be

Granted  Denied

\$25.00 Liquor License Fee: Paid: \_\_\_\_\_  
Acct No. 100-21-10-490090 Receipt#: \_\_\_\_\_

## FOREST GROVE POLICE DEPARTMENT LIQUOR LICENSE RECOMMENDATION

**NAME OF APPLICANT** Naveed Tanveer

**NAME OF BUSINESS:** Pacific Grove 76 (Resicom Development, LLC)

**BUSINESS ADDRESS:** 2710 19<sup>th</sup> Avenue, Forest Grove

**TYPE OF LICENSE REQUESTED:**  
*Application is being made for*

<p><b>ACTION:</b></p> <input type="checkbox"/> Change in Application <input checked="" type="checkbox"/> New Application <input type="checkbox"/> Renewal <input type="checkbox"/> Temporary <input type="checkbox"/> Other: _____	<input type="checkbox"/> <b>FULL ON-PREMISES SALES:</b> F-COM licenses are required to have dining seating. Allows the sale and service of distilled spirits, malt beverages, and wine for consumption on the licensed premises. Also allows licensees who are pre-approved to cater events off the licensed premises.	<input type="checkbox"/> <b>LIMITED ON-PREMISES SALES:</b> Allows the sale of malt beverages, wine and cider for consumption on the licensed premises and the sale of kegs of malt beverages for off premises consumption. Also allows licensees who are pre-approved to cater events off the licensed premises.  <input checked="" type="checkbox"/> <b>OFF-PREMISES SALES:</b> Allows the sale of malt beverages, wine and cider in factory sealed containers for consumption off the licensed premises and allows approved licensees to offer sample tasting of malt beverages, wine and cider.
<input checked="" type="checkbox"/> New Business <input type="checkbox"/> Change of Ownership <input type="checkbox"/> Greater Privilege <input type="checkbox"/> Additional Privilege <input type="checkbox"/> Other _____	<input type="checkbox"/> F - CAT Caterer <input type="checkbox"/> F - COM Commercial Establishment <input type="checkbox"/> F - PC Passenger Carrier <input type="checkbox"/> F - CLU Private Club <input type="checkbox"/> F - SE Special Event <input type="checkbox"/> F - PL Other Public Location	<input type="checkbox"/> Brewery Public House <input checked="" type="checkbox"/> Fuel Pumps <input type="checkbox"/> Grower <input type="checkbox"/> Winery <input type="checkbox"/> Other: _____

**APPLICABLE CRIMINAL/DRIVING RECORD:**

NONE  SUPPORTING DOCUMENTATION ATTACHED

**RECOMMENDED ACTION:**

FORWARD WITH APPROVAL  REJECT APPLICATION (Memorandum Required)

*Pending Present @ mtg*

\_\_\_\_\_  
**Kerry Aleshire, Chief of Police**  
- or Designee

\_\_\_\_\_  
**Date**

Police Department Recommendation Revised 12/07



**TO:** Mayor Kidd and City Councilors

**PROJECT TEAM:** Anna D. Ruggles, CMC, City Recorder  
Michael Sykes, City Manager

**DATE:** August 11, 2008

**SUBJECT:** Appointment to Public Arts Commission

---

The City received recommendation from Forest Grove Chamber of Commerce requesting to appoint Jim Flory to fill their representative vacancy on the Public Arts Commission.

Resolution No. 2008-57, Public Arts Commission:  
Appoint Jim Flory, term expiring December 31, 2010

---

**RECOMMENDATION:** Staff recommends Council approve the attached resolution appointing the above representative to the Public Arts Commission. Since Forest Grove Chamber of Commerce is making the recommendation, staff is not requesting an applicant/Council interview for this specific appointment; however, if Council desires not to make this appointment, Council may pull this item from the Consent Agenda for separate consideration.

**RESOLUTION NO. 2008-57****RESOLUTION MAKING APPOINTMENT  
TO THE CITY OF FOREST GROVE  
PUBLIC ARTS COMMISSION (REPRESENTATIVE)**

**WHEREAS**, the City of Forest Grove has provided for a Public Arts Commission; and

**WHEREAS**, Resolution Number 2006-10 provides that vacancies on City Advisory Boards, Committees, and Commissions brought about by resignation or removal shall be filled by appointment to fill the term of that seat by the City Council; and

**WHEREAS**, it is the desire of the Forest Grove Chamber of Commerce to appoint Jim Flory to serve as their representative on this Commission.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE AS FOLLOWS:**

**Section 1.** That the following person is hereby appointed to the City of Forest Grove Public Arts Commission for the following term (new appointment noted in **CAPS AND BOLD**):

<u>Last Name</u>	<u>First Name</u>	<u>Term Expires</u>	<u>Voting Representative</u>
Alderson	Julie	December 31, 2010	Pacific University
Broom	Kathy	December 31, 2009	At Large
<b>FLORY</b>	<b>JIM</b>	<b>December 31, 2010</b>	<b>Chamber of Commerce</b>
House	Donna	December 31, 2009	Valley Art Association (Primary)
Leatham	Kathleen	December 31, 2009	Forest Grove Senior Center
McCullough	Ruth Anne	December 31, 2008	Theater In The Grove
Pich	Victoria	December 31, 2008	At Large
Taylor	Linda	December 31, 2010	At Large
Thias	Philip	December 31, 2008	Forest Grove School District
Truax	Pat	December 31, 2009	Valley Art Association (Alternate)

**Section 2.** This resolution is effective immediately upon its enactment by the City Council.

**PRESENTED AND PASSED** this 11<sup>th</sup> day of August, 2008.

\_\_\_\_\_  
Anna D. Ruggles, City Recorder

**APPROVED** by the Mayor this 11<sup>th</sup> day of August, 2008.

\_\_\_\_\_  
Richard G. Kidd, Mayor

Second Reading

65

**RESOLUTION NO. 2008-55**

**RESOLUTION AUTHORIZING EXECUTION OF A  
LABOR AGREEMENT BETWEEN THE CITY OF FOREST GROVE  
AND THE FOREST GROVE POLICE ASSOCIATION (FGPA)  
EFFECTIVE JULY 1, 2008, AND EXPIRING JUNE 30, 2011**

**WHEREAS**, representatives of the City of Forest Grove and the Forest Grove Police Association (FGPA) have met in good faith and negotiated a labor agreement between both parties effective July 1, 2008, through June 30, 2011; and

**WHEREAS**, the labor agreement provides for certain compensation and fringe benefit adjustments.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE  
AS FOLLOWS:**

Section 1: That the City Manager is authorized to execute the attached labor agreement (Exhibit A) between the City of Forest Grove and the FGPA.

Section 2: That the compensation plan contained in this agreement is approved, effective July 1, 2008, and expiring June 30, 2011.

Section 3: That the fringe benefits contained in this agreement are approved, effective July 1, 2008, and expiring June 30, 2011.

Section 4: This resolution is effective immediately upon its enactment by the City Council.

**PRESENTED AND PASSED** for first reading this 14<sup>th</sup> day of July, 2008.

**PRESENTED AND PASSED** for second and final reading this 11<sup>th</sup> day of August, 2008.

\_\_\_\_\_  
Anna D. Ruggles, City Recorder

**APPROVED** by the Mayor this 11<sup>th</sup> day of August, 2008.

\_\_\_\_\_  
Richard G. Kidd, Mayor

EXHIBIT A

**AGREEMENT**  
**BETWEEN THE**  
**CITY OF FOREST GROVE, OREGON**  
**AND**  
**FOREST GROVE POLICE ASSOCIATION**  
**JULY 1, 2008 TO JUNE 30, 2011**

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## **PREAMBLE**

This Agreement entered into by the City of Forest Grove, Oregon, hereinafter referred to as the "City," and the Forest Grove Police Association, hereinafter called the "Association," made and entered into for the purpose of fixing the wage scale, schedule of hours, employee relations as defined by statute and conditions of employment affecting members of the bargaining unit.

## **ARTICLE 1 - RECOGNITION**

1.1 The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all regular employees including sworn police officers, sergeants, evidence/records clerks, community service officers, and records specialists of the Forest Grove Police Department, excluding supervisory, confidential, managerial, and temporary employees. For the purpose of this Agreement, a regular part-time employee shall be one who is regularly scheduled to work twenty (20) or more hours of work in a workweek, but less than full-time. A regular full-time employee shall be one who is regularly scheduled to work forty (40) hours of work in a workweek. Part-time employees shall earn sick, vacation, and holiday hours on a pro-rated basis. Maximum accruals shall also be pro-rated.

1.2 The City shall notify the Association of its decision to change any of the bargaining unit classifications. If the successor classification is not significantly altered or changed from the existing classification, the new classification shall be automatically recognized as part of this Agreement.

1.3 New classes may be developed within the Police Department by the City and a wage scale assigned thereto. The City shall forward a new class and wage scale to the Association for their review of the wage scale. Within ten (10) days, the Association may request to bargain on the wage scale; but in any event, the City shall not be barred from implementing the position or positions during the term of negotiations.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

2.1 It is understood and agreed that the City possesses the sole right to conduct the City's business and carry out its obligations and that all management rights repose in it, but that such rights are subject to such conditions, requirements and limitations as may be applicable under law, and must be exercised consistently with the provisions of this Agreement. The power or authority which the City has not officially abridged, delegated or modified by this Agreement is retained by the City.

2.2 Excluding those rights which are superseded by this agreement, management shall enjoy, but not be limited to, the following rights:

- A. To utilize personnel, methods, and procedures and means in the most appropriate and efficient manner possible.
- B. To manage and direct the employees of the Police Department, to enforce department rules, regulations, procedures, and guidelines; and to assess employees' job performance.
- C. To hire, schedule, promote, transfer, assign, train or retrain employees in positions within the Police Department.

- D. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. Scheduling of disciplinary days off will be at the convenience of department operations. The City has the right to discharge probationary employees for any reason without recourse to the grievance procedures of this Agreement.
- E. To determine the size and composition of the work force and to lay off employees.
- F. To determine the mission of the City and the methods and means necessary to efficiently fulfill the mission, including: transfer, alteration, curtailment, addition or discontinuance of any services; establishment of acceptable standards of job performance and qualifications; and purchase and utilization of equipment.
- G. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in the public interest.
- H. The City retains the right to establish job descriptions, work rules and rules of conduct.
- I. The exercise of management rights, except where abridged by specific provisions of this Agreement, are not subject to challenge by the grievance procedure.
- J. The City shall have the right to take any and all actions necessary in the event of an emergency. An emergency is an unexpected event demanding immediate action which must be declared by management.

2.3 The parties recognize the City may need to make operational changes in areas not covered by the above management responsibilities. In the event the City desires to make a change in a mandatory subject of bargaining, for which bargaining is mandated by the Public Employee's Collective Bargaining Act, the City shall give the Association at least fourteen (14) days notice of the desired change in writing. The Association may request bargaining of the issue, and the City thereafter will meet with the Association in an effort to resolve the issue. Should resolution not be achieved, either party may request the assistance of an ERB mediator. If mediation is unsuccessful within thirty (30) days after a mediator is assigned, the issue will be taken expeditiously to interest arbitration if arbitrable.

2.4 Nothing in this article shall have the effect of nullifying agreements entered into under other sections of this Agreement, provided that management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 22. It is further agreed that the City retains all rights, powers, and privileges not expressly specified in this section.

### **ARTICLE 3 - EMPLOYEE RIGHTS**

3.1 It is recognized that employees have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on

matters of employee relations. Employees covered by this Agreement also shall have the right to refuse to join the activities of the Association or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association because of their exercise of these rights.

3.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, sex, race, color, national origin, age, religion, pregnancy, ancestry, veteran's status, sexual orientation, Association affiliation or political affiliation. Discrimination on the basis of relationship or mental or physical disability are prohibited except in the instance of valid occupational qualification and under the provisions of the Americans with Disabilities Act.

3.3 All references to employees in this Agreement designate both sexes and, whenever the male gender is used, it shall be construed to include male and female employees.

#### **ARTICLE 4 - PEACEFUL PERFORMANCE OF CITY SERVICE**

4.1 During the term of this Agreement, there shall be no strike, slowdown or recognition of any picket line while in the performance of official duties. For purposes of this section, "strike" means an employee's conduct in concerted action and includes failing to report for duty, or stoppage of work, or deviation in whole or in part from the regular, ordinary and/or consistent, full, faithful, and proper performance of duties of employment, for the purpose of inducing or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment. The Association agrees to inform its members of their obligations under this Agreement and to direct them to attend to and fully perform duties as City employees.

4.2 In the event of a violation of this Article by the Association or employees in the bargaining unit, the City may, discipline any employee involved in such activity. Nothing herein shall preclude recourse by the City to such other legal or equitable remedies as may be available.

#### **ARTICLE 5 - ASSOCIATION SECURITY**

5.1 Membership or non-membership in the Association shall be the individual choice of the employees covered by this Agreement. Employees who are not members of the Association shall make payments in lieu of dues to the Association. Such payments shall be in an amount determined by the Association in accordance with constitutional and statutory requirements.

5.2 The City agrees to deduct from the paycheck of each employee Association dues or "fair share". The City shall not be held liable for checkoff errors, but shall make proper adjustments with the employee and the Association for errors as soon as practicable and upon notification from the Association. The Association agrees to indemnify and hold harmless the City from any action arising from this article. The amounts to be deducted shall be certified to the City by the Treasurer of the Association as needed

5.3 An employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it shall pay an amount of money equivalent to the fair share amount described in Section 5.1. Such payment shall be made to a non-religious charity or another charitable organization mutually agreed

upon by the employee affected and the Association. The employee shall furnish written proof to the City that payment has been made.

5.4 The City agrees to continue to furnish bulletin board space for Association use of at least 22 inches by 36 inches in dimension in an unobstructed place to be used and maintained by the Association and restricted to Association business and training or education or announcements. The Association shall limit its posting of notices and bulletins to such bulletin board. The Association shall periodically clear the board of outdated material and shall restrict posting to matters of Association business, which are of a non-inflammatory nature.

5.5 The City shall notify the Association of all new hires within the bargaining unit within two (2) weeks of their having been employed, furnishing the Association with the new employee's name, mailing address and position for which he was hired.

5.6 Use of the City's E-Mail System

a. The parties recognize that the City's email system is the sole property of the City. This resource is provided or assigned to employees to facilitate the orderly and efficient conduct of the public's business. Permitted email uses constitute public business in conducting labor relations activity. In general, all such communications may be subject to disclosure, and the parties recognize that the City does not have an obligation to assert any exceptions or exemptions from disclosure as to public records that happen to contain information relating to Association activity by City employees. The parties recognize that the City may review all City emails in the City system at any time.

b. Certified Association Officers may use the City's email system to conduct labor relations business for the limited purposes of:

- i. Notifying Association members of meetings and scheduling meetings (date, time, place and agenda);
- ii. Scheduling meetings among Association Officers (date, time, place and agenda); and/or
- iii. Filing official correspondence with the City (i.e., grievance documents, demand to bargain notices), provided however that timelines for grievance responses shall run from receipt (the date an email is opened).
- iv. Communication between the Association attorney, Certified Association Officers and City Officials.

Such City email communications shall be specifically identified in the Subject Line as Labor Relations Business in addition to any other topic.

c. The City retains control over the City email system and may restrict or revoke permission to use the City email for labor relations purposes at any time after meeting and discussing such decision and the City's reasons. Association officers and members will keep on duty use of email for labor relations purposes (sending/reading) to a minimum.

d. The parties recognize that misuse of the City's email system is considered a violation of policy and the parties agree that any violation of this limited exception for the use of the City's email system may result in discipline, up to and including termination.

e. From time-to-time, the Association will certify to the City's HR Manager or designee and the Chief of Police or designee an up-to-date list of Association Officers.

## **ARTICLE 6 - HOURS OF WORK**

6.1 The workweek shall consist of seven (7) days with four (4) consecutive ten (10) hour shifts followed by three (3) consecutive days off. Solely at the discretion of the Chief or his designee, a schedule consisting of five (5) consecutive eight (8) hour shifts followed by two (2) consecutive days off may be established. Shift rotations shall be implemented within two consecutive work weeks, during which time an employee shall work no more than 80 hours and five (5) consecutive days or four (4) consecutive days, depending on schedule without one (1) day off.

6.2 The regular hours of each workday shall be consecutive with interruptions for rest periods and lunch periods. The workday shall commence at the start of the employee's scheduled shift and continue for twenty-four (24) hours. Employees shall be scheduled a minimum of ten (10) hours off between regularly scheduled shifts.

6.3 Each employee shall be scheduled to work on a regular shift. Each employee shall have regular starting and quitting times.

6.4 Work schedules showing employee's work day and hours shall be posted on the Department bulletin board. Schedule changes that are not requested by an employee shall be made only after other options are evaluated. Except for emergency situations and for the duration of the emergency, any changes in work schedules shall be posted a minimum of ten (10) days prior to the effective date of the change. An "emergency" is an unexpected event demanding immediate action, which must be declared by management. Work schedule changes, resulting from employee attendance in training courses, shall require 24-hour notification to the affected employees. Schedule changes for the convenience of the employee, by mutual agreement or after other options are evaluated, shall not be subject to the notification requirements set forth above.

Employees who are undergoing FTEP are exempt from the scheduling notification requirements herein and may be reassigned by the City with a minimum of three (3) calendar days notice in order to accommodate the efficient and effective completion of their training. Individual employees may voluntarily waive the three (3) calendar days notice requirement at the City's request.

6.5 Rest periods of fifteen (15) minutes shall be provided when practicable for all employees during each half shift which shall be scheduled by the City in accordance with the operating requirements of each employee's duties and shall be considered on-duty time.

6.6 All employees shall be granted a thirty (30) minute meal period during each work shift to the extent consistent with operating requirements of the Department. Each meal period shall be scheduled in the middle of the work shift or as near thereto as possible when practical.

6.7 Travel to and from work, whether in a personal or City vehicle, shall not constitute hours worked unless the employee is otherwise on duty.

6.8 Employees in the same classification may trade shifts subject to the advance written approval of the affected shift supervisors(s). Trades are at the sole option of the employees who shall be solely responsible to reciprocate the trade. The City shall not record hours worked on a trade; both employees records of hours of work shall be maintained as if each employee worked the regular hours assigned, and shall be paid accordingly.

6.9 Community Service Officers shall not be subject to the scheduling restrictions provided for in this Article. The parties agree to continue their current practice of flexible scheduling of this position.

6.10 Safety Release. An employee who is required by the City to work fifteen (15) or more hours in any twenty-four (24) hour work day and who is scheduled to work a shift in the next twenty-four (24) hour work day shall be guaranteed at least nine (9) hours off before being required to return to active duty status. The Police Chief retains the authority to suspend this provision upon declaring a public safety emergency.

## **ARTICLE 7 - OVERTIME**

7.1 The City shall have the right to assign overtime work as required in a manner consistent with the requirements of the Police Department. Employees required to work beyond forty (40) hours per work week, or eight (8) hours on any work day for employees on a 5 day/8 hour schedule, or ten (10) hours on any work day for employees on a 4 day/10 hour schedule, shall be compensated at the rate of one and one-half (1½) times their regular rate of pay in either cash or compensatory time. Under no condition shall such compensation be received twice for the same hours. Management will notify the Association of overtime needs of the department and the Association will be responsible for filling the overtime needs of the department.

7.2 Employees shall be allowed to accrue compensatory time to a maximum of forty (40) hours and such accrual may continue as long as the employees' accrual is below the maximum. Compensatory time-off must be scheduled with the approval of the supervisor. Overtime in excess of forty (40) hours shall be paid on the next regularly scheduled paycheck.

7.3 Overtime shall be computed to the nearest one-quarter (1/4) hour. For purposes of compensating authorized off-duty communications to an employee, cumulative work performed in excess of 7.5 minutes within an eight (8) hour period will be rounded up in 15 minute increments at the employee's overtime rate of pay except for telephone calls relating to the employee's schedule and remedial calls shall not be compensated.

7.4 Employees called back to work shall be compensated at a rate of time and one-half (1½) for a minimum of four (4) hours. This section only applies when call back results in hours worked which do not fall within two (2) hours before or after the beginning or end of the workday which shall be treated as a shift extension and not as a call back. More than one (1) court appearance scheduled within the applicable minimum shall be considered a single call back under this section. Any work performed beyond the minimum shall be applied as added time. If a subsequent call back is scheduled with more than the applicable call back interval, it shall be applied as a separate call back.

7.5 When an employee is authorized to attend school or training course not required by the City on the employee's regularly scheduled day(s) off such attendance will be considered hours worked and will be compensated if attendance was required by the City. If the employee volunteers to attend and so requests in writing, and the City and the employee mutually agree to arrangements related to representation, expense reimbursement, accounting for the time involved, and shift coverage, the employee will be paid wages and/or reimbursed as agreed by the City and the employee. The employee will be compensated at the appropriate regular or overtime rate of pay for training activities, including travel time, as required by the FLSA. Any overtime remedial work shall be exempt from the minimum callback provision in Article 7.4.

7.6 Requests for overtime compensation shall be submitted to the employee's supervisor within seventy-two (72) hours of the overtime being worked.

## **ARTICLE 8 - SICK LEAVE**

8.1 Employees shall accumulate eight (8) hours of sick leave per month, beginning with the date of employment and prorated for partial months worked. Accrued sick leave shall not exceed fourteen hundred (1400) hours.

8.2 Employees may utilize their accrued sick leave when unable to perform work duties by reason of illness, injury, disability or necessity for medical or dental care. Employees may utilize their accrued sick leave by reason of illness or injury in the employee's immediate family when the employee's attendance is required. The definition of "immediate family" for this article includes spouse, same-sex domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, parent-in-law, and parent of same-sex domestic partner or a person with whom the employee is or was in a relationship of in loco parentis. It also includes the biological, adopted, foster, or stepchild of an employee or the child of an employee's same-sex domestic partner, grandchild, or grandparent of the employee.

8.3 Sick leave shall not be used for absence due to illness or injury which is the result of outside employment.

8.4 An employee unable to report for work due to illness or injury, shall notify the on-duty supervisor of the absence at least two (2) hours prior to his reporting time. When an employee cannot be reasonably expected to know the illness or injury exists two (2) hours prior to the scheduled reporting time, the on-duty supervisor must be notified as soon as practicable.

8.5 Employees may be required after three (3) consecutive days of sick leave usage to furnish a certificate issued by a licensed physician or practitioner or other satisfactory evidence of the illness or injury. If the employee's sick leave usage warrants possible discipline or corrective action or the employee has been disciplined, a supervisor may require a doctor's certificate for less than three (3) days' absence. The City will reimburse the employee co-payments, co-insurance, deductions or other payment to the health care provider or other expenses incurred as a direct result of the application of this provision which will result in no cost to the employee.

8.6 Proven abuse of sick leave shall be grounds for disciplinary action.

8.7 The City will comply with federal and Oregon family leave laws. Paid leaves of absence permitted under this Agreement shall run concurrently with statutorily protected family leaves, which are defined by federal and Oregon law, and explained fully in City personnel policy. For parental leave the employee may designate the order in which the leave banks are used.

8.8 Unused sick leave is applied as a credit as part of the City retirement plan. Refer to Article 13 relating to Retirement.

### **ARTICLE 9 - ON-THE-JOB INJURY**

9.1 Employees who are injured while in the performance of duty shall report such injury to the on-duty supervisor as soon as practicable, but normally no later than the end of the employee's work shift.

9.2 Employees who sustain an injury or illness compensable by Worker's Compensation and who are unable to perform their normal duties as a result of such injury or accident will be compensated by the City's insurance carrier for the period of time loss. The City will pay the difference between the employee's regular salary net after taxes and the compensation benefits for lost time for a period of 90 days following the injury or illness.

9.3 If an employee is off work beyond 90 days as a result of a work injury, accrued days of sick leave may be used on a pro rata basis to supplement the employee's insured disability income until such leave is exhausted. Such supplement shall not exceed the amount of an employee's net base pay while in active status. An employee may request in writing at the time of notifying the department that he is taking leave and that he does not want the leave charged against his accrued sick leave. In this event, the leave shall not be paid by the City.

9.4 The employee may use his accrued compensatory time, holiday credits and vacation credits after the use of any accumulated sick leave. Medical progress reports may be required prior to approval of such payments.

9.5 It is in the mutual interest of the parties to return an injured employee to work as soon as practicable. The City may provide limited duty assignments for injured employees, to the extent consistent with the operating requirements of the City. With the concurrence of the attending physician, when a limited duty assignment is made available to an employee, the employee shall return to work in the limited duty assignment until such time as he is released for normal duties. In no instance will a limited duty assignment extend beyond sixty (60) days without the express approval of the Chief or designee.

### **ARTICLE 10 - LEAVE OF ABSENCE**

10.1 In the event of the death of a member of an employee's immediate family or household, including grandchildren, grandparents, brothers, sisters, and in-laws, the Police Chief may grant leave with pay, not to exceed one (1) work week, to provide sufficient time to make funeral arrangements if necessary and to attend the funeral. Leave with pay of up to four (4) hours may be granted when an employee serves as a pallbearer.

10.2 When an employee is called for jury duty or is subpoenaed as a witness as a result of his employment with the City, he shall not suffer any loss in regular pay from such absence. However, he shall remit to the City any compensation or fees received for such duties. Upon being excused from jury duty for any day, an employee shall immediately contact his supervisor for assignment for the remainder of his regular workday.

10.3 Military leave shall be granted in accordance with state and federal law. An employee taking military leave for training shall be entitled to reimbursement of an amount equal to the difference between the daily military salary and regular rate of pay in accordance with state and federal law.

10.4 Upon written application by the employee, parental leaves without pay may be granted in instances of a birth or adoption of a child within the immediate family. Such leave request shall not exceed 180 calendar days. The approval of such leave shall be at the sole discretion of the City Manager or a designee and shall be in accordance with any pertinent statutory provisions.

10.5 The City shall consider a written application for leave of absence without pay not to exceed 180 calendar days if the City finds there is reasonable justification to grant such a leave and that the work of the department will not be seriously jeopardized by the temporary absence of the employee. Such leaves shall not be approved for the purpose of accepting employment outside the service of the City. The City may also deem a resignation in the event that the employee has accepted employment outside the service of the City, entered into a full-time business or occupation, or has not complied with the terms of his application for such leave.

10.6 Employees granted a leave without pay may maintain their medical insurance coverage through the City by remitting premium payments to the City on a schedule provided by the City.

## **ARTICLE 11 - OUTSIDE EMPLOYMENT**

11.1 Employees shall receive approval from the Police Chief based on Article 11.2 prior to engaging in outside employment. Such request and approval shall be made in writing and may be rescinded in writing by the Police Chief.

11.2 In order to be approved, outside employment shall:

1. Be compatible with the employee's adherence to the Police Officer's Code of Ethics;
2. In no way detract from the efficiency of the employee in City duties;
3. Not take preference over extra duty required by City employment;
4. Not present a legal or ethical conflict of interest with the police profession.

## **ARTICLE 12 – HEALTH & WELFARE**

12.1 The City shall provide health insurance benefits to the employee and their dependents comparable to Blue Cross Copay Plan B-PPP, including Well-Baby care and Physical Examination

riders, Blue Cross Plan II dental insurance, and the VSP Vision insurance through the EBS Trust. The City shall also offer Kaiser medical, prescription, dental, vision and alternate care insurance as an alternative to Blue Cross. The City's premium for full-time employees shall be set at ninety five percent (95%) of either the full Blue Cross premium cost or the full Kaiser premium cost as elected by the employee during benefits enrollment. The City's premium for part-time employees shall be fifty percent (50%) of the caps established for full-time employees.

12.2 The City agrees to offer a Section 125 plan.

12.3 Upon retirement from City service, employees may elect to continue their group medical insurance coverage at their own expense as provided by COBRA and the CCIS or City insurer's retiree program in effect at the employee's date of retirement.

12.4 The City shall provide the following insurance benefits and shall pay all premium costs for the duration of this Agreement:

1. Life and accidental death in an amount equal to the employee's annual salary rounded to the nearest \$1,000.
2. Worker's compensation.
3. Long-term disability after a 90-day waiting period, with a maximum of sixty-six and two-thirds percent (66 $\frac{2}{3}$ rds) of the first \$4,000 of monthly salary up to age 65 or until the employee is able to return to work.

Part-time employees shall not receive life insurance, long term disability insurance or retirement benefits.

12.5 The City shall provide self-insurance or liability insurance coverage and defense of claims arising out of acts committed by employees in the discharge of their duties and in the course of their employment, in accordance with the Oregon Tort Claims Act, excluding acts constituting malfeasance in office or willful or wanton neglect of duty.

12.6 The City agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a grand jury appearance against the Association member arising out of the Association member's involvement in the proper performance of duty as an employee for the City. The City's obligation of reimbursement is subject to the following:

- A. To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the Forest Grove Police Officers' Association and the City. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this Agreement, the Association shall submit to the City the names and professional biographies of the attorneys the Association proposes for inclusion on the list. If the City Attorney does not object, in writing, to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent an Association member, the Association member may obtain another attorney of choice, however, the City's obligation to reimburse will arise only if the City

receives written notice of the selected attorney from the Association within three (3) calendar days of the Association member or Association learning of the lack of availability of an attorney from the predetermined list.

- B. Following the initial meeting between the Association member and the attorney, the Association shall arrange for an attorney to provide the City, at no cost to the City, a preliminary estimate of the anticipated legal fees, costs and expenses. This preliminary estimate shall be directed to the City Attorney, the Chief of Police, and the Association.
- C. Before becoming obligated under this Article, the City shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The attorney shall account for and value time at the attorney's most favorable rate, not to exceed \$160.00 per hour. If the City, in its discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the City's obligation under this Article. Under no circumstances shall the provisions of this Article give rise to a claim of any sort against the City by the attorney retained or selected by the Association member.
- D. Reimbursement will not be made in those instances where:
  - 1. The Association member is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident;
  - 2. The Department sustains any disciplinary charge(s) on the basis of the Association member's actions which formed any part of the basis for the possible criminal liability unless the Department's disciplinary action is wholly set aside on grievance appeal;
  - 3. The City shall have no obligation to reimburse an Association member, the Association or counsel for the Association for costs or legal fees in any instance where the Association member or the Association elect to have counsel for the Association represent the Association member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;
  - 4. The City shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary procedures; and
  - 5. The City shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for fees associated with representation at or in conjunction with the filing of a civil claim, except in accordance with the indemnity requirements of the Oregon Tort Claims Act.
- E. Any reimbursement required by the City shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member relating to or arising out of the incident and are subject to the following monetary maximums:

- A. Legal fees relating to a grand jury investigation and/or appearance: \$5,000.
- B. Legal fees relating to post-grand jury indictment or other charging instrument: an additional \$5,000.

#### 12.7 Voluntary Employees' Beneficiary Association (VEBA)

- A. Effective July 1, 2005, the City will establish a medical savings account Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c) (9) of the Internal Revenue Code for each employee of the Association who is eligible for, and enrolls in, one of the City's Health Insurance Plans as described in Article 12. The City shall make monthly contributions equal to one percent (1%) of the employee's base salary to said account.
- B. Effective July 1, 2005, once an employee's sick leave accruals reaches one thousand (1000) hours, the cash equivalent of two (2) hours of sick leave accrued will automatically be paid into the employee's VEBA account each month. The remainder of the monthly accrual of sick leave will continue to accrue up to the maximum established in Article 8, Section 1.
- C. Effective July 1, 2005, when an employee's holiday accruals reach forty eight (48) hours, the City shall contribute the cash equivalent of all additional holiday hours accrued in excess of forty eight (48) hours into the employee's VEBA account. If an employee's holiday accruals fall below forty eight (48) hours, the VEBA contributions will cease until the employee has the minimum of forty eight (48) hours accrued.

12.8 ORPAT Physical Fitness Incentive. Recognizing that physical fitness is beneficial to the health and wellbeing of Employees, in addition to lowering the potential costs of healthcare and work related injuries, a physical fitness incentive will be established beginning July 1, 2008.

Effective July 1, 2008 and once per fiscal year thereafter with 30 days notice, employees will be provided the opportunity to participate in the DPSST certified ORPAT course. Scheduling of this testing shall be determined by the Chief of Police, but will allow for make-up tests, and retests as described herein.

Those employees who successfully complete the ORPAT course in a time that is considered passing, will receive an incentive bonus of five hundred dollars (\$500.00) to be paid in the first pay period in December each year. The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deductions.

If an employee fails to pass the ORPAT, that employee may request a re-test within two (2) months after their first attempt. At the discretion of the Chief of Police, the employee may be allowed to retake the ORPAT at a mutually agreed date, within four (4) months after the Employee's request. If an employee passes the ORPAT on their second attempt they will receive an incentive bonus of two hundred fifty dollars (\$250.00) for the fiscal year the re-test was taken for. The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deduction.

Employees who are newly hired after July 1, 2008, and who have passed the ORPAT as a condition of their employment process with the City of Forest Grove, will receive the \$500 physical fitness incentive for the year in which they were hired after successful completion of the department's field training and evaluation program (FTEP).

If an employee is unable to participate in the scheduled ORPAT test due to vacation, court, or other reasonable conflict, the employee may request a make-up test without penalty so long as the make-up test is completed and passed within a mutually agreed time frame between the employee and the Chief of Police. Reasonable efforts shall be taken to complete the make-up test within three (3) months of the originally missed scheduled test. If an employee is unable to attend the scheduled make-up test, it is at the discretion of the Chief of Police whether or not to allow a third make-up test.

If an employee is unable to participate in the ORPAT test due to a bonafide illness or injury the employee may request a make-up test without penalty for the year the test was taken for.

For purposes of this agreement, the minimum standard for passing will be the time established as passing by DPSST for an Entry Level Police Officer. Recognizing that passing standards for the ORPAT may change at the discretion of DPSST, it is hereby established that the standard used by the City of Forest Grove as passing, will be the standard used by DPSST on July 1, 2008. This passing standard may be changed upon mutual agreement between Forest Grove Police Association and the City of Forest Grove.

All ORPAT testing will be done "On Duty Time."

Employees who seek this incentive, but do not meet the minimum ORPAT passing standard as defined in this agreement, will not be deemed "physically unfit for duty." In addition, an employee will not be negatively treated by the City of Forest Grove, or its supervisors, due to not passing the ORPAT standard as defined in this agreement.

Recognizing that participation in this incentive program is purely voluntary, those employees who opt not to participate will not receive discipline, will not be denied promotions or special assignments, or be negatively treated by the City of Forest Grove, or its supervisors, for this choice.

This test will be administered by certified ORPAT instructors.

## **ARTICLE 13 – RETIREMENT**

13.1 The City will afford members participation in the City Retirement Plan (Plan) for regular full-time employees. The retirement benefit for police officer shall be equal to or better than that provided by the Public Employees Retirement System (PERS) as determined in accordance with Oregon law.

13.2 The City shall pay the employee's contribution to the retirement plan.

13.3 Sick leave at retirement will be administered consistent with the terms of the Plan.

13.4 The City will not amend or reduce the sick leave conversion at retirement aspects of the Plan without notice to the bargaining unit and bargaining.

13.5 The City and the Association may re-open Article 13 after July 1, 2009 for the purpose of negotiating new hires in the Oregon PERS.

#### ARTICLE 14 - VACATION

14.1 Vacation shall be credited at the following rates:

<u>Length of Continuous Service</u>	<u>Vacation Hours Earned p/Month</u>	<u>Vacation Days p/Year</u>
1 - 24 Months/ 1+ - 2 Years	6.67	10
24+ - 60 Months/ 2+ - 5 Years	8.00	12
60+ - 120 Months/ 5+ - 10 Years	10.00	15
120+ - 180 Months/ 10+ - 15 Years	13.34	20
180+ Months/ 15+ Years	16.67	25

14.2 "Continuous Service" is defined as that service which is unbroken by separation from City service other than by the Military, Peace Corps, or any other paid leave allowed under this Agreement. Time spent on other types of authorized leave will not count as time of continuous service; except that employees returning from such leave or employees who are laid off, shall be entitled to credit for service prior to the leave or layoff.

14.3 Employees are eligible to take vacation time after the completion of the Field Training Evaluation Program; exceptions may be made by the Chief of Police for emergency situations. Employees shall be responsible for planning, initiating requests for, and using vacation credit. Accrued vacation may be utilized in one (1) hour increments. In case of conflicts between employees concerning the scheduling of vacations, refer to Article 19.

14.4 Employees may not accrue over three hundred sixty (360) hours of vacation time without the approval of the City Manager.

14.5 Upon termination of employment for any reason, or in the event of an employee death, the beneficiary shall be paid a lump sum of all earned but unused vacation hours.

#### ARTICLE 15 - HOLIDAYS

15.1 All sworn employees shall accrue holiday time at the rate of eight (8) hours per month. An employee may elect to take off the accrued holiday hours at a time mutually agreeable to the employee and the supervisor, or to receive pay in lieu of time off during the pay period in which the holiday time is earned.

15.1.1 Sworn employees may accrue up to forty eight (48) hours of holiday time. See Article 12, Section 7 for additional VEBA information.

15.3 Upon termination of a sworn employee for any reason, or in the event of death, the employee or the employee's beneficiary shall be paid a lump sum for all earned but unused holiday hours.

15.4 Non-sworn employees shall observe designated holidays listed below:

New Year's Day	Veteran's Day
Martin Luther King Jr.'s Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	

15.5 For non-sworn employees, when a holiday falls on a Sunday, it will be observed on the following Monday. A holiday that falls on a Saturday will be observed the Friday preceding the holiday.

15.5.1 In the event an employee is required to work on a holiday, all hours worked will be paid at one and one-half times ( $1\frac{1}{2}$  x) the base rate of pay and the employee will receive another day off.

15.5.2 Employees assigned to work a 4/10 schedule whose normal day off falls on the holiday shall schedule another day off during the same pay period of the holiday. The day taken off shall be agreed upon and scheduled in advance.

## **ARTICLE 16 - PERSONNEL FILE**

16.1 Each employee shall have the right upon request to review and obtain at his own expense copies of the contents of his personnel file exclusive of materials received prior to the date of his employment by the City. The official personnel file shall be maintained by the personnel director.

16.2 Following the date of employment, no material shall be placed in an employee's personnel file without the knowledge of the employee. An employee may respond in writing to any item placed in his personnel file and said response shall become part of his personnel file.

16.3 Upon request of the employee, all documentation up to and including letters of reprimand shall be removed after twelve (12) months, or earlier by approval of the Police Chief, provided there is no subsequent letter(s) of reprimand or disciplinary action taken during the intervening period of time.

## **ARTICLE 17 - PROBATIONARY EMPLOYEES**

17.1 The probationary period for non-sworn represented employees shall be twelve (12) consecutive months of employment within the classification. The probationary period for police officers shall be eighteen (18) consecutive months of employment within the classification. The

probationary period may be extended for no more than three (3) months in individual cases by mutual agreement between the City and the Association.

17.2 During the probationary period, an employee may be disciplined or discharged at the sole discretion of the City without any reason or cause being shown and without recourse to the grievance procedure. Any employee who is returned to his former classification shall not be discharged without just cause.

## **ARTICLE 18 - SENIORITY**

18.1 Bargaining Unit seniority shall mean the length of an employee's service within a bargaining unit in the police department. Classification seniority shall mean the length of an employee's service within the classification in the police department. Department seniority shall mean length of service in the police department. An employee shall attain seniority after completing the probationary period, at which time the employee shall be credited with the seniority accrued during the probationary period.

Employees who are promoted to positions within the Department that are outside the bargaining unit, but are returned to bargaining unit positions by the City will return with the seniority they had accrued at the time of their promotion. The time an employee spends in such a position will not however, be applied toward his/her seniority. Instead, the employee's seniority date will be adjusted by an amount equal to the time he/she served in the non-bargaining unit position.

18.2 The City shall provide the Association with an updated seniority list of members annually and upon request of the Association.

18.3 A non-probationary bargaining unit employee who resigns voluntarily and chooses to request reinstatement within ninety (90) days of termination may be granted reinstatement to a vacant and available position if the City approves. The reinstated employee will receive the vacation and sick leave accrual rates which applied at the date of termination. This section shall not operate to require the City to fill a vacant position which the City has elected to hold vacant. An employee/former employee may not request reinstatement under this Article 18.3 more than once.

18.4 In the event of a staff reduction, the City will lay-off in inverse order of bargaining unit seniority by job classification. Laid off employees may bump to any lower classification for which the employee is qualified and displace an employee with less bargaining unit seniority. An employee promoted outside the bargaining unit may use department seniority to displace the junior employee in the bargaining unit.

18.5 An employee who is laid off due to reduction of staff shall have preference for recall based upon seniority. Employees laid off shall retain such right of recall for eighteen (18) months. Employees so recalled by the City shall be reinstated with seniority rights accumulated as to the date of their lay off. Any laid off employee who is recalled by the City shall have ten (10) days from mailing of notice by Certified mail, sent to the last address provided to the City by the employee, in which to accept the assignment and two (2) weeks to report if employed elsewhere unless otherwise mutually agreed. Return of the notice as undeliverable because the employee has moved without notifying the City shall constitute rejection of the assignment. A laid off employee who is recalled by

the City and who rejects the assignment shall relinquish all rights provided for within this article and Agreement.

18.6 Classification seniority shall be used for shift and days off.

### **ARTICLE 19 - VACATION SCHEDULING**

Priority vacation scheduling shall be by department seniority for requests which are submitted before February 1st of each year. Such exercise of seniority shall be limited to one (1) selection for each calendar year. Priority requests submitted before February 1<sup>st</sup> will be approved or denied by March 1<sup>st</sup>. Subsequent requests will be approved or denied on a first come, first served basis within twenty-one (21) calendar days. Seniority time off requests will be approved by the shift supervisor of the shift that will be affected at the time the leave is to be taken.

### **ARTICLE 20 - DISCIPLINARY ACTION**

20.1 Disciplinary Measures. Disciplinary action shall be for just cause. Discipline shall include the following actions as well as additional actions as are appropriate to the circumstances of the violation. These include: verbal reprimand (which may be documented in writing), written reprimand, reduction in pay, suspension without pay, demotion and dismissal, as warranted by circumstances and the nature of the offense. The City shall not impose a reduction in pay, suspension without pay, demotion or dismissal of a non-probationary employee without due process. Counseling and coaching are not considered disciplinary action.

Verbal reprimands over one (1) year old shall not be the sole basis for progressive disciplinary actions. Verbal and written reprimands are not subject to the grievance procedure beyond Step 2. The employee or the Association may submit a written rebuttal to a verbal or written reprimand which shall be maintained with the record of reprimand.

20.2 Due Process. Pre-disciplinary "due process" means written notice of the charges, and the facts which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or his/her designee.

20.3 Avoidance of Embarrassment. If the Chief of Police or designee has reason to discipline an employee, the Chief of Police or designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

20.4 Association Representation in Interview and Disciplinary Process. The City acknowledges the right of the employee to have a representative of the Association present at meetings with the employee which could lead to discipline greater than a verbal reprimand.

20.5 Use of Deadly Force Situations. Employees directly involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of deadly force. Such right to consult with a representative or attorney shall not delay the giving of the statement more than twenty-four (24) hours.

20.6 Police Officer's Bill of Rights. Internal investigations shall be conducted within the law as

expressed by statute and case decisions. The rights of the individual shall be protected, and shall include the following:

- A. The officer under investigation shall be informed in writing of the nature of the investigation prior to any interview.
- B. Interviews shall be conducted at a reasonable hour, preferably at a time when the officer is on-duty, or during the normal waking hours of the officer, unless the seriousness of the investigation requires otherwise.
- C. The interview shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. The person under interview shall be allowed to attend to his own personal physical necessities.
- D. If prior to or during the interview it is deemed that the officer may be charged with a criminal offense, the individual shall be immediately informed of constitutional rights.

#### **ARTICLE 21 - SUBSTANCE ABUSE POLICY**

21.1 The City and the Association agree that the City may engage in reasonable suspicion drug and alcohol testing in accordance with the provisions of the City Drug Free Workplace Policy as revised periodically. Many elements of this policy are mandatory subjects of bargaining and changes that relate to a mandatory subject may be bargained if the Association so requests.

#### **ARTICLE 22 - GRIEVANCE PROCEDURE**

22.1 It is the intention of the parties to this Agreement that all disputes between said parties regarding the application, meaning, or interpretation of this contract be settled by their submission to the established grievance procedure as herein provided.

Step I. After first attempting to resolve the grievance informally, the Association or any employee with notice to the Association may claim a breach of this Agreement in writing to the employee's immediate supervisor within fifteen (15) days from the occurrence thereof or the employee's knowledge thereof. The notice shall include: (1) a statement of the grievance and relevant facts; (2) provisions of the Agreement violated; and (3) remedies sought. The supervisor shall respond to the grievance in writing within ten (10) days with a copy to the Association.

Step II. If, after ten (10) days from the date of submission of the grievance to the supervisor, the grievance remains unadjusted, the grievance may be submitted within five (5) days to the Police Chief. The Police Chief may meet with the aggrieved party, who may request Association representation at the hearing. The Police Chief shall respond to the grievance within ten (10) days with a copy to the Association.

Step III. If, the grievance remains unadjusted after the Police Chief's response at Step II, the grievance may be submitted within ten (10) days of the Chief's response to the City Manager or designee. The City Manager shall meet with the aggrieved party, the Police Chief, and an

Association representative at a mutually agreeable time and shall respond to the grievance in writing within twenty (20) days following the meeting.

Step IV. If the grievance is not resolved after the City Manager's response at Step III, the Association may submit it to arbitration within ten (10) days of the City Manager's response. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree upon an arbitrator within ten (10) days, he shall be chosen in the following manner:

- A. A list of thirteen (13) Oregon or Washington arbitrators from the State Employee Relations Board shall be requested and the parties shall alternately strike one (1) name from the list until only one (1) name is left. A coin toss shall occur to determine who will strike first. The parties shall strike names, and the one remaining shall be the arbitrator.
- B. The arbitrator shall render a decision within a reasonable time. The decision of the arbitrator shall be binding on both parties.
- C. The cost of the arbitrator shall be borne equally by both parties, as designated by the arbitrator. Each party shall be responsible for costs of presenting its own case to arbitration.
- D. The arbitrator shall be limited to the interpretation and application of the specific provisions of this agreement and shall have no authority or jurisdiction to add or revise the agreement of the parties.

The appeal of a discharge may be taken up at Step III of the Grievance Procedure contained in this Article. All other disciplinary actions may be appealed beginning at Step II of the Grievance Procedure. The information required in Step I must be included in the grievance regardless of the Step at which the grievance process is entered.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. If the grievant fails to respond in a timely fashion, the grievance shall be deemed waived. If the party being grieved against fails to respond in a timely fashion, the grievance shall advance to the next step. A grievance may be withdrawn at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved.

For purposes of this Article, "day" shall mean "business day", and shall not include Saturdays, Sundays or legal holidays on which the City's administrative offices are closed.

22.2 If a grievance arbitration hearing is postponed or canceled by mutual agreement, any fee charged by the arbitrator shall be split equally between the parties. If the postponement or cancellation is not by mutual agreement and a fee is incurred, then the party taking the action shall be responsible for payment of such fee.

## **ARTICLE 23 - ASSOCIATION BUSINESS**

23.1 An Association attorney and an Executive Board member shall be allowed to attend grievance meetings and *Weingarten* interviews without loss of pay. Association representatives shall be allowed to attend labor management meetings without loss of pay. Association representatives shall be permitted access to the Forest Grove Police Department for purposes of representation activity which is conducted off duty or with the prior authorization of a supervisor.

23.2 Members of the bargaining unit selected to serve as authorized representatives shall be certified in writing to the City.

## **ARTICLE 24 - CONTRACT RENEWAL SESSIONS**

24.1 The City and the Association shall make reasonable efforts to schedule negotiating sessions at a time that does not interfere with the operation of the Police Department. Two (2) on-duty employees shall be permitted to attend negotiating sessions. The dates, times, and places of these negotiating sessions shall be established by mutual agreement between the parties.

## **ARTICLE 25 - WAGES AND SALARIES**

25.1 Salaries covered by this Agreement shall be in accordance with the schedule set forth in Appendix A attached and incorporated in this Agreement. Each employee shall be paid at one of the steps in the range prescribed for the job classification.

25.2 Eligibility for advancement in the salary range shall be based upon demonstration of satisfactory performance as documented in the annual performance appraisal. (Performance appraisal shall not be subject to the grievance procedure.) A new employee or promoted employee is eligible for advancement to the next step of the salary range following completion of twelve (12) months of service. An employee is eligible for additional step increases at twelve (12) month intervals of continuous service until the employee reaches the top step of a salary range.

25.3 Employees assigned the duties and responsibilities of a higher classification for four (4) hours or more shall be paid five percent (5%) premium on their base salary for the total time of such assignment.

## **ARTICLE 26 – INCENTIVE AND PREMIUM PROGRAM**

26.1 Incentive Qualification. The City agrees to pay incentives set forth below to those employees who qualify under the following terms:

1. Have completed the probationary period.
2. Received a "Satisfactory" or better rating on their last performance review.

Eligible employees shall be paid three percent (3.0%) of base salary for Oregon DPSST Intermediate Certificate or six percent (6.0%) of base salary for Oregon DPSST Advanced Certificate

26.2 Incentive Application. The employee must make application upon receipt of certification to receive incentive pay and there shall be no retroactivity. An application shall be approved or denied within seven (7) working days. Incentive awards shall commence the first of the month following approval by the Police Chief.

26.3 Bi-Lingual Pay Premium. An employee that demonstrates proficiency in speaking and understanding a second language shall be eligible to receive a premium of two and one-half percent (2.5%) of the employee's base salary if the employee provides the Department with proof on an annual basis of proficiency. The Chief of Police will designate which languages are eligible for the Bi-lingual premium, based on operational needs of the Department.

26.4 Other Premiums. The City shall pay premiums based on the employee's regular rate of pay (base salary) for the following assignments except for sergeants:

Investigations	5.0%
FTO	5.0% for time spent working with a recruit
Bike Officer	2.5% for time spent on bike patrol
Motorcycles	5.0%

In no event will an employee be entitled to premium pay under Article 26.3 and 26.4 in excess of 11%. Each premium shall be paid during each month an employee serves in an assignment as determined by the City.

Premiums shall be computed based upon the employee's base salary. All work performed for the assignment beyond the regular shift must be approved by the Chief or a designee and properly recorded by the officer performing the assignment. The Chief makes assignments and may reassign officers from such assignments.

## **ARTICLE 27 - DEFERRED COMPENSATION PLAN**

27.1 Employees shall have the option of participating in a deferred compensation plan sponsored by the City. The deferred compensation plan shall be of no direct cost to the City and employee participation shall be voluntary.

## **ARTICLE 28 – UNIFORMS & EQUIPMENT**

28.1 The City shall provide basic uniforms for new Police Officers hereinafter employed. Those presently employed shall be provided any replacements or additions to the present uniform which may be required by the City. After the initial fitting, employees are responsible for their own alterations.

28.2 The City shall provide a clothing allowance of two hundred sixty five dollars (\$265.00) twice annually for plain-clothes officers assigned as investigators. The clothing allowance is subject to mandatory withholdings under State and Federal tax regulations.

28.3 If an employee is required by the City to wear a uniform, protective clothing or any type of protective device, such uniform, clothing, or protective device shall be furnished to the employee by the City. The cost of repairing the uniform or protective clothing shall be paid by the City

(including initial tailoring and repair). If a uniform requires dry cleaning, the City shall provide cleaning for one (1) uniform per week and one (1) jacket per month, maximum. The City may contract with a cleaner for dry cleaning, and may require all articles of clothing to be cleaned at City expense be cleaned by the contract holder.

28.4 The City shall reimburse employees for prescription eye wear of up to \$200 and wristwatches of up to \$50, and for other personal property which the police chief has pre-authorized in writing for on duty use by the officer in question and which is damaged or destroyed in the performance of the employee's duties.

28.5 The City shall provide for one pair of boots for sworn officers, community service officers, evidence/records clerks and full-time evidence technicians to be used solely for City business. The City will provide for the replacement and/or repair when they become worn in order to maintain appropriate function at the Chief of Police's discretion, but not more often than every two years. The style, manufacturer, and other standards will be set by the Chief of Police. The employee will make restitution to the City for loss or damage to any City supplied boot unless such loss or damage occurred in the line of duty and was not caused by negligence on the part of the employee. Proper maintenance of the appearance of the boot is the responsibility of the employee.

28.6 Cell Phone Stipend. All employees who are assigned by the City to carry a cell phone for work shall have the option to receive a stipend of \$35 per month in lieu of receiving a City owned device. If the employee chooses to accept the cell phone stipend, the employee shall use the cell phone for work related calls and provide the cell phone number to the City. Employees required to use a Blackberry device shall receive an additional \$25 per month and receive a one-time maximum payment of up to \$99 for purchase or upgrade to a Blackberry device. Stipends received for this purpose shall be considered taxable compensation to the employee. If the employee receiving the stipend terminates employment, the City is not responsible for continued payments of any service the employee may have contracted for. If an employee's phone is lost or damaged during the performance of the employee's duties the phone will be replaced pursuant to 28.4.

## **ARTICLE 29 - SHIFT BIDDING**

29.1 Members working patrol shall be allowed to bid for shifts by classification seniority based upon the following:

- A. Shift bidding shall occur once annually to begin at the first of the calendar year. Sign-up shall be accomplished during November and December.
- B. The Chief will provide the Association President or designee with work schedules, which includes the blocks of days off and recruit shift assignments. Staffing will be such that there will always be a senior officer working at all times. "Senior" officer is defined as an officer with two or more years law enforcement experience with the City of Forest Grove. The Association President or designee will be responsible for scheduling that meets the requirements set forth by Article 29. If the requirements are not met, the Chief has the option to reassign as outlined below.
- C. The decision to allow a new recruit to bid by seniority with less than two (2) years of service may be made at the Chief's discretion.

- D. In the event a shift becomes understaffed, the Police Chief may make any adjustments necessary to insure an adequate staffing level.
- E. Sergeants shall rotate to another shift within a twenty four (24) month period for a three (3) month shift.
- F. During any three-month shift, the Police Chief or a designee may, for good cause and based upon a good faith analysis of operational and personnel needs of the Department, and due consideration of appropriate alternatives, reassign employees to a different shift. Except in emergencies, employees shall receive ten (10) days' notice of reassignment, which time may be waived by the employee on a non-precedent setting basis. Such good faith assignments shall not be grievable, but employees shall be afforded the opportunity to discuss the reassignment with the Police Chief upon request.

29.2 Members who serve in Special assignments (investigations, motorcycles, and full-time joint teams or task forces) shall accept shifts as assigned without regard to this shift bidding article. When multiple officers serve in the same special assignment, they shall exercise classification seniority to choose from shifts available to that assignment.

#### **ARTICLE 30 - TRAVEL PAY**

30.1 An employee is expected to use a City vehicle when required to report to work at another location whenever possible. If a City vehicle is not available, the employee shall be paid for the use of his personal transportation at the current authorized City mileage rate. Whenever required to travel as part of regular work activity, the employee shall be paid for actual meals and transportation expenses. Employees whose travel takes them away overnight, shall be compensated for actual lodging and for other expenses at the City's established policy which includes a per diem rate.

#### **ARTICLE 31 - SAVINGS CLAUSE**

31.1 Should any portion of this Agreement or amendment thereto be judged by a court of appropriate final jurisdiction to be in violation of any state or federal law, then that portion(s) shall become invalid and the remainder of the Agreement and amendments thereto shall remain in effect. The parties shall immediately enter negotiations for the purpose of replacing such invalid portion(s) of the Agreement.

#### **ARTICLE 32 - TERM OF AGREEMENT**

32.1 This Agreement shall be effective July 1, 2008 and shall remain in effect until June 30, 2011.

32.2 This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other between January 1 and March 1 that they wish to modify this Agreement.



## Appendix A

### Wages

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Effective 7/1/2008						
Records Specialist	2720	2829	2943	3060	3182	3309
Evid Tech/Rec Clerk	2778	2902	3034	3170	3313	3462
Comm Service Officer	2676	2796	2920	3053	3191	3336
Police Officer	3837	4089	4273	4508	4711	4970
Sergeant	4618	4848	5091	5346	5613	5893
Effective 7/1/2009						
Records Specialist	2836	2949	3068	3190	3317	3450
Evid Tech/Rec Clerk	2896	3025	3163	3305	3454	3609
Comm Service Officer	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN
Police Officer	4000	4263	4455	4700	4911	5181
Sergeant	4884	5127	5384	5653	5936	6232
Effective 7/1/2010						
Records Specialist	2957	3074	3198	3326	3458	3597
Evid Tech/Rec Clerk	3019	3154	3297	3445	3601	3762
Comm Service Officer	OPEN	OPEN	OPEN	OPEN	OPEN	OPEN
Police Officer	4170	4444	4644	4900	5120	5401
Sergeant	5165	5422	5694	5978	6277	6590

RESOLUTION NO. 2008-39

**RESOLUTION AMENDING THE CITY MANAGER'S COMPENSATION PLAN  
AND CITY MANAGER'S EMPLOYMENT AGREEMENT AND AUTHORIZING  
COMPENSATION FOR THE CITY MANAGER FOR FISCAL YEAR  
2008-09, EFFECTIVE JULY 1, 2008, THROUGH JUNE 30, 2009**

**WHEREAS**, the City Council established criteria for evaluation of the City Manager's performance in accordance with the City of Forest Grove Charter and the State of Oregon open meeting law; and

**WHEREAS**, the City Council evaluated the performance of the City Manager on June 23, 2008, and found the City Manager's performance to be meritorious; and

**WHEREAS**, it is the desire of the City Council to recognize the City Manager's performance through a compensation adjustment; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FOREST GROVE CITY  
COUNCIL AS FOLLOWS:**

- Section 1. That the City Manager's base salary will be increased by cost-of-living, three percent (3%), plus two percent (2%), effective as follows: July 1, 2008, through June 30, 2009, \$10,323/monthly (\$123,876/annually).
- Section 2. That the City Manager's Employment Agreement, Section 5, is amended as noted in the attached Exhibit A, Amendment to Employment Agreement.
- Section 3. This resolution is effective immediately upon its enactment by the City Council.

**PRESENTED** for first reading this 14<sup>th</sup> day of July, 2008.

**PRESENTED AND PASSED** for second reading this 11<sup>th</sup> day of August, 2008.

\_\_\_\_\_  
Anna D. Ruggles, City Recorder

**APPROVED** by the Mayor this 11<sup>th</sup> day of August, 2008.

\_\_\_\_\_  
Richard G. Kidd, Mayor

**AMENDMENT TO EMPLOYMENT AGREEMENT**

**DATE:** Effective July 1, 2008

**PARTIES:** The **CITY OF FOREST GROVE**, Oregon, a municipal corporation (City), and **MICHAEL J. SYKES** (Employee).

**RECITALS:** 1. City and Employee are parties to an Employment Agreement dated June 29, 2004, effective August 1, 2004, under which City employs Employee as City Manager (the "Agreement").

2. City has performed the evaluation, required by the Agreement, of Employee's performance, and the parties have mutually agreed upon this Amendment to Employment Agreement.

**THE PARTIES AGREE:**

The Agreement shall be amended as follows:

**SECTION FIVE – COMPENSATION.** That the City Manager's base salary will be increased by cost-of-living, three percent (3%), plus two percent (2%), effective as follows: July 1, 2008, through June 30, 2009, \$10,323/monthly (\$123,876/annually).

Except as amended by this document, the Agreement remains in effect as written.

**CITY OF FOREST GROVE:**

**EMPLOYEE:**

By: \_\_\_\_\_  
**Richard G. Kidd**, Mayor  
Date: August 11, 2008

\_\_\_\_\_  
**Michael J. Sykes**, City Manager  
Date: August 11, 2008

Resolution No. 2008-39

Amendment No 4  
To the Employee Agreement dated June 29, 2004 (Effective August 1, 2004)