

CITY COUNCIL MONTHLY MEETING CALENDAR

June-11

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Water Consortium CB 7pm	2 Water Rates Open House 3:30 pm - Comm Aud EDC Noon	3	4
5 Planning Comm 7pm	6	7 Fire Bd 7pm	8 PAC 5pm	9	10 JWC Noon (tentative)	11
<i>BeLusko out - June 7-12</i>						
12	13 CITY COUNCIL 5:30 PM - EXECUTIVE SESSION (City Mgr Eval) 6:00 PM - WORK SESSION (WC Roadways) 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM	14 Library 6:30pm	15 P&R 7am CFC 5:15pm	16 Western Washington County Cities Dinner & Legislative Session 5:30 PM - Dinner 1910 Main St. 7:00 PM - Comm Aud Fernhill Wetlands 5pm	17 JWC Mgmt 9am	18 Constituent Coffee Rep. Brewer 9am - BJ's Coffee
<i>BeLusko out</i>						
19 Senior Ctr Bd 6:30pm Planning Comm 7pm	20	21 CCI 5:30pm	22 PSAC 7:30am	23	24	25
<i>Thompson out - June 15-22</i>						
26	27 CITY COUNCIL 5:30 PM - EXECUTIVE SESSION (City Mgr Eval) 6:00 PM - EXECUTIVE SESSION (ILabor) 6:30 PM - WORK SESSION (B&C Interview) 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM	28 HLB 6pm	29 Red Cross Blood Drive 1:30 pm - 6:30 pm Comm Aud	30		
<i>Johnston out - June 28th - August 5th</i>						

July-11

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 CITY OFFICES CLOSED HOLIDAY	5 Fire Bd 7pm Planning Comm 7pm	6	7 EDC Noon	8 JWC Noon	9
<i>Johnston out - June 28th - August 5th</i>						
10	11 CITY COUNCIL 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM	12 Library 6:30pm	13	14 PAC 5pm	15	16 Constituent Coffee Rep. Brewer 9am - BJ's Coffee
17 Senior Ctr Bd 6:30pm Planning Comm 7pm	18	19 CCI 5:30pm	20 P&R 7am CFC 5:15pm	21 Fernhill Wetlands 5pm	22	23
<i>Johnston out - June 28th - August 5th</i>						
24	25 NO CITY COUNCIL MEETING SCHEDULED	26 HLB 6pm	27 PSAC 7:30am	28	29	30
<i>Johnston out - June 28th - August 5th</i>						
31						

August-11

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Planning Comm 7pm	2 Fire Bd 7pm	3	4 EDC Noon	5	6
<i>Johnston out - June 28th - August 5th</i>						
7	8 CITY COUNCIL 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM	9 Library 6:30pm	10	11 PAC 5pm	12	13
14 Senior Ctr Bd 6:30pm Planning Comm 7pm	15	16 CCI 5:30pm	17 P&R 7am CFC 5:15pm	18 Fernhill Wetlands 5pm	19	20
21	22 NO CITY COUNCIL MEETING SCHEDULED	23 HLB 6pm	24 PSAC 7:30am	25	26	27
28	29	30	31			



FOREST GROVE CITY COUNCIL

Monday, June 27, 2011

5:30 PM – Executive Session (City Manager Evaluation)
6:00 PM – Executive Session (Labor Negotiations)
6:30 PM – Work Session (B&C Interview)
7:00 PM – Regular Meeting

Community Auditorium
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.

PETER B. TRUAX, MAYOR

Thomas BeLusko, Jr.
Thomas L. Johnston, Council President
Victoria J. Lowe

Camille Miller
Ronald C. Thompson
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

Mayor Peter Truax

5:30 EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC. Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No Executive Session may be held for the purpose of taking final action or making any final decision. **The City Council will convene in the Community Auditorium – Conference Room to hold the following executive session: In accordance with ORS 192.660(2)(i) to review and evaluate the employment-related performance of the City Manager.**

Brenda Camilli
 Human Resources Manager
 Paul Downey
 Administrative Services Director
 Michael Sykes
 City Manager

6:00 EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC. Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No Executive Session may be held for the purpose of taking final action or making any final decision. **The City Council will convene in the Community Auditorium – Conference Room to hold the following 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.**

Anna Ruggles
 City Recorder

6:30 WORK SESSION: B&C INTERVIEW
 The City Council will convene in the Community Auditorium – Conference Room to conduct the above work session(s). The public is invited to attend and observe the work session(s); however, no public comment will be taken. The Council will take no formal action during the work session(s).

- 7:00**
1. **REGULAR MEETING:** Roll Call and Pledge of Allegiance
 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 4
 4. **ADDITIONS/DELETIONS:**
 5. **PRESENTATIONS:** None.

Jon Holan
 Community Development Director
 Rob Foster
 Public Works Director
 James Reitz, Senior Planner

7:10 6. **CONTINUE PUBLIC HEARING FROM JUNE 13, 2011: FIRST READING OF ORDINANCE NO. 2011-08 AMENDING FOREST GROVE CITY CODE SECTION 3.900, PERMITTED USES OF THE PUBLIC WAY, AND REPEALING CODE SECTIONS FROM ORDINANCE NO. 2009-13**

Rob Foster
 Public Works Director
 Paul Downey
 Administrative Services Director
 Susan Cole
 Administrative Services Assistant
 Director

7:30 7. **PUBLIC HEARING AND RESOLUTION NO. 2011-56 SETTING CERTAIN FEES FOR WATER AND LIGHT AND POWER, EFFECTIVE JULY 1, 2011, AND REPEALING RESOLUTION NO. 2010-40**

- | | | |
|---|------|---|
| Rob Foster
Public Works Director
Paul Downey
Administrative Services Director
Susan Cole
Administrative Services Assistant
Director | 7:45 | 8. <u>PUBLIC HEARING AND RESOLUTION NO. 2011-57
 FIXING WATER RATES FOR THE CITY OF FOREST
 GROVE, EFFECTIVE JULY 1, 2011, AND REPEALING
 RESOLUTION NO. 2010-41</u> |
| Paul Downey
Administrative Services Director
Susan Cole
Administrative Services Assistant
Director | 8:00 | 9. <u>PUBLIC HEARING AND RESOLUTION NO. 2011-58
 ADOPTING SUPPLEMENTAL BUDGET AND
 INCREASING APPROPRIATIONS WITHIN THE SEWER
 SYSTEM DEVELOPMENT CHARGE FUND</u> |
| Colleen Winters
Library Director
Paul Downey
Administrative Services Director | 8:10 | 10. <u>RESOLUTION NO. 2011-59 AUTHORIZING CITY
 MANAGER TO ENDORSE AN INTERGOVERNMENTAL
 AGREEMENT BETWEEN THE CITY OF FOREST
 GROVE AND WASHINGTON COUNTY COOPERATIVE
 LIBRARY SERVICES (WCCLS) "PUBLIC LIBRARY
 SERVICES AGREEMENT"</u> |
| Colleen Winters
Library Director
Paul Downey
Administrative Services Director | 8:20 | 11. <u>RESOLUTION NO. 2011-60 AUTHORIZING CITY
 MANAGER TO ENDORSE AN INTERGOVERNMENTAL
 AGREEMENT BETWEEN THE CITY OF FOREST
 GROVE AND WASHINGTON COUNTY COOPERATIVE
 LIBRARY SERVICES (WCCLS) "WCCLS
 INFORMATION NETWORK AGREEMENT"</u> |
| Brenda Camilli
Human Resources Manager
Paul Downey
Administrative Services Director | 8:30 | 12. <u>RESOLUTION NO. 2011-61 AUTHORIZING
 EXECUTION OF A LABOR AGREEMENT BETWEEN
 THE CITY OF FOREST GROVE AND THE FOREST
 GROVE POLICE ASSOCIATION (FGPA) EFFECTIVE
 JULY 1, 2011, AND EXPIRING JUNE 30, 2012</u> |
| Paul Downey
Administrative Services Director
Susan Cole
Administration Services Assistant
Director | 8:45 | 13. <u>RESOLUTION NO. 2011-62 ADOPTING THE
 IMPLEMENTATION OF GOVERNMENTAL
 ACCOUNTING STANDARDS BOARD (GASB) 54 BY
 COMMITTING THE ENDING FUND BALANCES OF
 THE STREET TREE FUND AND THE FIRE
 EQUIPMENT REPLACEMENT FUND AND
 DELEGATING AUTHORITY TO THE CITY MANAGER
 OR DIRECTOR OF ADMINISTRATIVE SERVICES TO
 ASSIGN ENDING FUND BALANCES</u> |

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- | | | |
|-------------------------------|------|---|
| Mayor Peter Truax | 9:00 | 14. <u>RESOLUTION NO. 2011-63 AMENDING CITY MANAGER'S COMPENSATION PLAN AND EMPLOYMENT AGREEMENT AND AUTHORIZING COMPENSATION FOR THE CITY MANAGER FOR FISCAL YEAR 2011-12, EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012</u> |
| Michael Sykes
City Manager | 9:15 | 15. <u>CITY MANAGER'S REPORT:</u> |
| | 9:30 | 16. <u>COUNCIL COMMUNICATIONS:</u> |
| | 9:45 | 17. <u>ADJOURNMENT</u> |

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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 Regular Meeting Minutes of May 23, 2011 (Resubmitted)
 - B. Approve City Council Executive Session (City Manager Evaluation) Meeting Minutes of June 13, 2011.
 - C. Approve City Council Work Session (Jurisdictional Transfer of Roadways) Meeting Minutes of June 13, 2011.
 - D. Approve City Council Regular Meeting Minutes of June 13, 2011.
 - E. Accept Planning Commission Meeting Minutes of May 16, May 31, and June 6, 2011.
 - F. Accept Public Arts Commission Meeting Minutes of February 10, April 14, and May 12, 2011.
 - G. Accept Public Safety Advisory Commission Meeting Minutes of May 25, 2011.
 - H. **RESOLUTION NO. 2011-64 MAKING APPOINTMENT TO THE PLANNING COMMISSION (APPOINT RICHARD KIDD, TERM EXPIRING DECEMBER 31, 2014).**

TO: Mayor Peter Truax and City Councilors

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

DATE: June 27, 2011

SUBJECT: B&C Recruitment Interview

BACKGROUND:

Attached you will find the following items for the Citizen Advisory Boards, Committees, and Commissions interview that is scheduled for June 27, 2011.

- Boards, Committees, and Commissions Applicant List and Vacancy.
- Possible Interview Questions; and
- Applications

STAFF RECOMMENDATION: Conduct interview of the applicant who expressed interest in serving on the various Boards, Committees, and Commissions. Determine new appointment. Based on Council's recommendation, a resolution making formal appointment will be presented for Council consideration at the next regular Council meeting.

2011 – BOARDS, COMMITTEES & COMMISSIONS VACANCY

COMMISSION	REQUIREMENTS	# VACANCIES	TERM EXPIRES
BUDGET Meets in April/May	7-Members 3-Year Term All members must live in City per ORS		
COMMITTEE FOR CITIZEN INVOLVEMENT Meets 3 rd Tuesday 5:00 pm	7-Members 4-Year Term	1 – Student Vacancy	12/31/2011
COMMUNITY FORESTRY COMMISSION Meets 3 rd Wednesday 5:15 pm	7-Members 3-Year Term Three members may live outside City – Currently four (one exception)		
ECONOMIC DEVELOPMENT COMMISSION Meets 1 st Thursday Noon	19-Members 3-Year Term 6 Public & Non-Profit 12 Business 1 At-Large	1 – Citizen/Business At-Large 1 – Student Vacancy	12/31/2011 12/31/2011
HISTORIC LANDMARKS BOARD Meets 4 th Tuesday 6:00 pm	7-Members 4-Year Term Two members may live outside City – Currently none	1 – Vacancy 1 – Vacancy 1 – Student Vacancy	12/31/2012 12/31/2013 12/31/2011
LIBRARY Meets 2 nd Tuesday 6:30 pm	7-Members 2-Year Term	1 – Vacancy 1 – Student Vacancy	12/31/2011 12/31/2011
PARKS & RECREATION COMMISSION Meets 3 rd Wednesday 7:00 am	9-Members 4-Year Term Two members may live outside City – Currently one	1 – Student Vacancy	12/31/2011
PLANNING COMMISSION Meets 1 st and 3 rd Monday 7:00 pm	7-Members 4-Year Term Two members may live outside City – Currently one One member in real estate for profit – Currently one Two members same trade/occupation – Currently none		
PUBLIC ARTS COMMISSION Meets 2 nd Thursday 5:00 pm	9-Members 3-Year Term Three At-Large Voting reps Chamber; School Dist; Pacific University; Senior Center; Theater In The Grove; and Valley Art		
PUBLIC SAFETY ADVISORY COMMISSION Meets 4 th Wednesday 7:30 am	7-Members 4-Year Term Two members within Rural Fire Dist – Currently two Non-voting reps Rural Fire Dist; Chamber; School Dist; and Pacific University	1 – Student Vacancy	12/31/2011

Possible Questions for B&C Applicant Interviews:

What can you offer the advisory board on which you would like to serve?

What do you hope to gain from your volunteer experience?

What ideas do you have for increasing citizen involvement in Forest Grove?

Is there an area in which you think the City may be letting its citizens down? If so, what would that be?

What do you see as a critical need that is currently facing the City?

Do you favor growth or do you feel the City is currently big enough?

How would you respond to an unpopular decision that is strongly criticized? Such as making an unpopular decision that may go against property owners' desire or that is not supported by your friends and neighbors.

Do you have any grant-writing experience? _____

In addition, Mayor, please ask:

Do you have any conflict with the meeting date(s) and time(s) of the advisory board to which you have applied? _____

If we cannot appoint you to your first choice, are there any other advisory boards that interest you? May we keep your application on file? _____

Do you have any questions for us? _____

Note: Once Council renders a decision on the status of the selected appointment(s), the City Recorder will notify immediately thereafter.



**FOREST GROVE CITY COUNCIL REGULAR MEETING
MAY 23, 2011 – 7:00 P.M.
COMMUNITY AUDITORIUM
PAGE 1**

Minutes are unofficial until approved by Council.

1. ROLL CALL:

Mayor Peter Truax called the regular City Council meeting to order at 7:02 p.m. and led the Pledge of Allegiance. **ROLL CALL: COUNCIL PRESENT:** Thomas BeLusko, Jr., Thomas Johnston, Council President, Victoria Lowe, Ronald Thompson, and Mayor Peter Truax. **COUNCIL ABSENT:** Camille Miller and Elena Uhing, excused. **STAFF PRESENT:** Michael Sykes, City Manager; Paul Downey, Administrative Services Director; Rob Foster, Public Works Director; Colleen Winters, Library Director; Dan Riordan, Senior Planner; Kerry Aleshire, Police Chief (in the audience); Tom Gamble, Parks and Recreation Director (in the audience); Richard Matzke, Interim Light and Power Director (in the audience); and Anna Ruggles, City Recorder.

1. A. EMPLOYEE RECOGNITION AWARD:

Mayor Truax and Sykes presented a Certificate of Appreciation and plaque honoring Rob DuValle, Human Resources Manager, for eight dedicated years of service to the City. Sykes thanked DuValle for his exceptional employment and service to the City, noting DuValle's last day with the City will be June 17th.

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 Work Session (Backyard Burning) Meeting Minutes of May 9, 2011.
- B. Approve City Council Work Session (Emergency Transportation Fee) Meeting Minutes of May 9, 2011.
- C. Approve City Council Regular Meeting Minutes of May 9, 2011.
- D. Library Department Monthly Circulation Statistics Report for

**FOREST GROVE CITY COUNCIL REGULAR MEETING
MAY 23, 2011 – 7:00 P.M.
COMMUNITY AUDITORIUM
PAGE 2**

May 2011.

E. Accept Resignation on Historic Landmarks Board (Claude Romig, Term Expiring December 31, 2013).

MOTION: Councilor Lowe moved, seconded by Councilor Thompson, to approve the Consent Agenda as presented. ABSENT: Councilors Miller and Uhing. MOTION CARRIED 5-0 by voice vote.

4. **ADDITIONS/DELETIONS:**
Sykes removed Agenda Item 7 and added Agenda Item 14. A. as noted below.
5. **PRESENTATIONS:** None.
6. **INFORMATIONAL HEARING IN WHICH PERSONS IMPACTED BY THE PROPOSED ISLAND ANNEXATION TO COMMENT THEREON**

Staff Report:

Holan and Riordan reported the purpose of the above-noted Informational Hearing was to allow persons to obtain information and to comment on the proposal to annex unincorporated areas (islands) within the City. Staff advised there are currently 108 parcels of unincorporated land situated in 24 areas within the City's portion of the Urban Growth Boundary (UGB). Staff noted as a follow-up to discussion held at the Council Retreat on February 19, 2011, staff held an Open House on Saturday, May 14, 2011. Staff reported the purpose of the Open House was to seek public input, provide comparisons of tax and water bills, and inform affected property owners about the annexation process, noting approximately 20 people attended the Open House. In conclusion, staff advised the initial outreach in the form of a letter was sent in late April informing all affected property owners of both the Open House and this Informational Hearing.

Council Discussion:

Mayor Truax opened the floor and roundtable discussion ensued pertaining to the proposal to annex unincorporated areas (islands) within the City. In response to Council inquiries, staff referenced an overhead map showing the areas of unincorporated land situated within the City's portion of the UGB. Staff advised that pursuant to ORS 222.750, the City could unilaterally annex islands of unincorporated land into the City limits.

**FOREST GROVE CITY COUNCIL REGULAR MEETING
MAY 23, 2011 – 7:00 P.M.
COMMUNITY AUDITORIUM
PAGE 3**

In conclusion of the above-noted discussion, staff advised if Council determines to proceed with the island annexation process, a 45-day notice is required, noting staff is recommending that Council schedule the formal Public Hearing on the proposed ordinance at the Council meeting of July 11, 2011.

Informational Hearing Opened:

Mayor Truax opened the Informational Hearing.

Proponents:

No one testified and no written comments were received.

Opponents:

Linda Monte, 2439 Hawthorne Street, P. O. Box 1295, Hillsboro, OR 97123, testified 100 percent in opposition of annexing her property into the City limits, stating that she does not care what the benefits are going to be. Monte stressed that the properties that were annexed 30 years ago on 26th Avenue were promised city services, i.e., sewer and sidewalks, stating these people still do not have the city services they were promised. Monte also voiced concern the people who do annex into the City would be unable to afford to pay to extend city sewer. In addition, Monte informed Council about a crime incident that occurred when she lived at her residence on Hawthorne Street, noting she received an excellent response from Washington County Sheriff's Department and stressed that she absolutely does not feel she could have received any better police service from Forest Grove Police. In response to Monte's inquiry pertaining to comments heard at the Open House, Holan advised a poll was not taken during the Open House, noting he found a majority of the people who spoke were concerned about the annexation proposal; however, there were positive comments heard as well about the reduction in water bills if annexed into the City. In response to Monte's inquiry pertaining to obtaining addresses, Holan advised a list of the unincorporated properties is available through the City pursuant to a public records request.

Curtis Friedl, 2927 Raymond Street, referenced Section 9 of the map and testified that he has spoken to nearly everyone in the area of Section 9, stating he has yet to find a single party who is interested in a positive outcome in regards to joining the City. Friedl pointed out they have not had a need for police protection in the last 30 years. In addition, Friedl

**FOREST GROVE CITY COUNCIL REGULAR MEETING
MAY 23, 2011 – 7:00 P.M.
COMMUNITY AUDITORIUM
PAGE 4**

voiced concern that installing sidewalks to an already narrow street would mean no front yards.

Ron Howden, 3017 Raymond Street, testified in opposition, stating he has resided at his address for the last 33 years and he does not want to be part of the City. Howden added that frankly there is nothing the City can offer him, that he does not already have, except a higher property tax bill, which he stated he could not afford. In response to Councilor Thompson's inquiry, Howden acknowledged that he is currently receiving city water.

Ben Knaupp, 1007 Gales Creek Road, urged Council not to force property owners against their will who would rather not annex into the City, citing concerns about taking people's personal freedom and property rights away. Knaupp informed Council that when he bought his property about four years ago, he was looking for an urban/rural setting, noting he is currently subjected to County permit regulations and he does not want to be subjected to additional City permit regulations, such as having to ask permission from the City to cut down a tree on his property. In addition, Knaupp indicated he would pay an additional \$628 in property taxes if he annexed into the City, noting he would rather pay double on his water bill than be forced to annex into the City.

Others:

No one else testified and no written comments were received.

Informational Hearing Closed:

Hearing no further testimony, Mayor Truax closed the Informational Hearing.

Council Discussion:

Johnston encouraged more testimony from affected property owners who were present in the audience; however, no one else approached the Council to testify. Johnston advised that he does not feel he has enough public input or consensus to proceed with the annexation proposal at this time, noting there are 108 property owners who would be affected and only four people testified in opposition and 20 people attended the Open House. Consequently, Johnston suggested staff attempt contacting the affected property owners once more through a poll/survey to determine the number of yeses and noes as well as ask the reason(s) for voting yes or no.

**FOREST GROVE CITY COUNCIL REGULAR MEETING
MAY 23, 2011 – 7:00 P.M.
COMMUNITY AUDITORIUM
PAGE 5**

BeLusko responded to the above-noted testimony and commented that he respects the people who testified this evening, and he could not agree more with the core values of personal freedomship; however, on the other hand, BeLusko advised that he looks at the constituency of the entire City who vote and pay the extra property taxes each year.

Lowe responded to the above-noted testimony and commented that this is a very difficult decision. Lowe reported the City began the annexation process in 2006 offering incentives for voluntary annexation, and at that time, over 100 properties annexed into the City, and now, Lowe stated it has come down to involuntary annexation. Lowe stressed the island annexation proposal is not a movement of the City to incorporate rural areas outside of the UGB but an attempt to resolve variances of having unincorporated areas within the City, noting enforcement is difficult when one neighbor follows City regulations and the neighbor next door follows County regulations.

In response to the above-noted testimony and Council comments, Mayor Truax recapped the discussion at the Council Retreat, held on February 19, 2011, noting discussion centered on fairness issues that have arose from City residents' points of view; more so, because island property owners do not pay City property taxes or fees and are not subject to City regulations. Mayor Truax reported the Council is also discussing backyard burning, noting the backyard burning proposal coordinates with island annexation and is an ongoing issue of fairness for City residents, because the resident must follow City regulations while their neighbor next door or neighbor across the street follows County regulations. In addition, Mayor Truax advised pursuant to ORS, the City could unilaterally annex islands of unincorporated land into the City; however, Mayor Truax indicated it was not within his purview to say what the end result will be, but he is of the opinion that Council needs to carry on the island annexation conversation and gather more public input before making an informed decision. Mayor Truax stressed that the property owners who live outside of the City limits, who testified this evening and who attended the Open House, do not weigh in on what the citizenry of Forest Grove has to say about the island annexation proposal, noting Council needs to hear from the citizenry as well as the affected property owners.

**FOREST GROVE CITY COUNCIL REGULAR MEETING
MAY 23, 2011 – 7:00 P.M.
COMMUNITY AUDITORIUM
PAGE 6**

Sykes advised rather than delaying the 45-day notice requirement, staff is seeking direction to schedule a formal Public Hearing on July 11, 2011, noting staff would notice the hearing in the newspaper and would mail a notice to all affected property owners notifying them about the hearing. Sykes noted after the formal Public Hearing is held, Council can determine at that point whether or not to proceed with the island annexation proposal.

Mayor Truax reopened the floor and roundtable discussion ensued as Council discussed setting a Public Hearing date. Mayor Truax suggested directing staff to pencil the Public Hearing date for July 11th, noting if issues arise, the hearing date could be postponed to a later date.

Johnston responded and suggested scheduling the Public Hearing date in August or September to allow additional time for staff to conduct a poll/survey.

BeLusko responded that though he prefers Council proceeding with the Public Hearing on July 11th and giving the 45-day notice requirement, he is not opposed to seeking more public input, noting there is no need to rush the process at this point. BeLusko advised that he would rather move forward carefully and slowly and listen to as many people as possible.

Lowe responded that Council has not heard from three-quarters of the property owners, noting she would like additional time to hear from as many voices as possible. In response to Lowe's inquiry, pertaining to costs associated for conducting a poll/survey, Holan affirmed the costs to the City would be minimal to mail a survey to all affected property owners. Holan explained the major costs will be preparing the necessary mapping and legal descriptions as required for the annexation process, noting preparation of this task will take a significant amount of staff time, which Holan noted is one reason why staff is seeking Council direction this evening.

Johnston suggested obtaining the legal descriptions from Washington County 911 dispatch and Forest Grove Rural Fire Protection District, to which Holan explained the legal descriptions must meet specific criteria set by the Secretary of State, noting the descriptions maintained by these agencies may differ from the State's criteria; however, Holan noted he would attempt to contact the above-noted agencies nonetheless.

**FOREST GROVE CITY COUNCIL REGULAR MEETING
MAY 23, 2011 – 7:00 P.M.
COMMUNITY AUDITORIUM
PAGE 7**

In conclusion of above-noted Council discussion, Council collectively agreed to schedule the Public Hearing date for September 12, 2011, and directed staff to conduct a poll/survey on the island annexation proposal.

7. **PUBLIC HEARING AND RESOLUTION NO. 2011-35 FORMING A DEVELOPER INSTALLED SANITARY SEWER REIMBURSEMENT DISTRICT FOR A PORTION OF WILLAMINA AVENUE BETWEEN BREANNA STREET AND SUNSET DRIVE; ESTABLISHING THE BOUNDARY; ASSESSMENT FORMULA; AND ESTIMATED ASSESSMENT FOR EACH PROPERTY WITHIN THE DISTRICT AGREEING TO PARTICIPATE THEREIN "WILLAMINA AVENUE SEWER REIMBURSEMENT DISTRICT". APPLICANT: OREGON REHABILITATION ASSOCIATION**

Staff Report:

Sykes asked Council to cancel the Public Hearing and remove the above-noted item from the Council Meeting Agenda to an indefinite date in order to allow the applicant additional time to make a determination, noting the applicant received the estimated construction costs for the above-noted sanitary sewer improvements and the costs were much higher than anticipated.

Council Discussion:

Hearing no discussion from the Council, Mayor Truax asked for a motion to table indefinitely Resolution No. 2011-32.

MOTION TO TABLE: Councilor Lowe moved, seconded by Councilor Johnston, to Table indefinitely Resolution No. 2011-35 to allow the applicant additional time to make a determination. **ABSENT:** Councilors Miller and Uhing. **MOTION CARRIED 5-0 by voice vote.**

Public Hearing Cancelled:

As a result of the above-motion, Mayor Truax cancelled the Public Hearing on the above-proposed resolution to an indefinitely date.

8. **RESOLUTION NO. 2011-36 SETTING REPAYMENT TERMS FOR PAYMENT OF ASSESSMENTS FOR FUTURE SIDEWALK IMPROVEMENTS UNDER SIDEWALK IMPROVEMENTS PROGRAM**

**FOREST GROVE CITY COUNCIL REGULAR MEETING
MAY 23, 2011 – 7:00 P.M.
COMMUNITY AUDITORIUM
PAGE 8**

Staff Report:

Foster and Downey presented the above-proposed resolution requesting to set the repayment terms for future City-wide, Voluntary, Local Improvement District (LID), Sidewalk Improvements Program, noting the repayment terms were initially set for one year pursuant to Resolution No. 2010-67 and the above-proposed resolution extends and sets the same repayment terms for future sidewalk improvement assessments until such time the terms are amended by Council resolution.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2011-36.

MOTION: Councilor Johnston moved, seconded by Councilor Lowe, to adopt Resolution No. 2011-36 Setting Repayment Terms for Payment of Assessments for Future Sidewalk Improvements Under Sidewalk Improvements Program.

Council Discussion:

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

ROLL CALL VOTE: AYES: Councilors BeLusko, Jr., Johnston, Lowe, Thompson, and Mayor Truax. NOES: None. ABSENT: Councilors Miller and Uhing. MOTION CARRIED 5-0.

9. **RESOLUTION NO. 2011-37 ADOPTING THE FOREST GROVE CITY LIBRARY MATERIALS SELECTION POLICY AND REPEALING RESOLUTION NO. 1980-79**

Staff Report:

Winters presented the above-proposed resolution for Council consideration, noting the Library Commission met with Council in earlier work session to review jointly the revisions proposed to the above-noted policy. Winters reported the Library Commission approved the above-noted policy at its meeting of May 10, 2011, and is making recommendation to Council to adopt the revisions set forth in the Materials Selection Policy as outlined in Exhibit A, noting at the earlier work session, Council proposed to add Question 4 from Form II to Form I, to which the

**FOREST GROVE CITY COUNCIL REGULAR MEETING
MAY 23, 2011 – 7:00 P.M.
COMMUNITY AUDITORIUM
PAGE 9**

Library Commission concurred.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2011-37 as amended.

MOTION: Councilor Thompson moved, seconded by Councilor Johnston, to adopt Resolution No. 2011-37 Adopting the Forest Grove City Library Materials Selection Policy as Amended and Repealing Resolution No. 1980-79.

Council Discussion:

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

ROLL CALL VOTE: AYES: Councilors BeLusko, Jr., Johnston, Lowe, Thompson, and Mayor Truax. NOES: None. ABSENT: Councilors Miller and Uhing. MOTION CARRIED 5-0.

10. RESOLUTION NO. 2011-38 ADOPTING THE FOREST GROVE CITY LIBRARY GIFT/DONATION POLICY AND REPEALING RESOLUTION NO. 1992-60

Staff Report:

Winters presented the above-proposed resolution for Council consideration, noting the Library Commission met with Council in earlier work session to review jointly the revisions proposed to the above-noted policy. Winters reported the Library Commission approved the above-noted policy at its meeting of May 10, 2011, and is making recommendation to Council to adopt the revisions set forth in the Gift/Donation Policy as outlined in Exhibit A.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2011-38.

MOTION: Councilor Lowe moved, seconded by Councilor BeLusko, Jr., to adopt Resolution No. 2011-38 Adopting the Forest Grove City Library Gift/Donation Policy and Repealing Resolution No. 1992-60.

Council Discussion:

**FOREST GROVE CITY COUNCIL REGULAR MEETING
MAY 23, 2011 – 7:00 P.M.
COMMUNITY AUDITORIUM
PAGE 10**

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

ROLL CALL VOTE: AYES: Councilors BeLusko, Jr., Johnston, Lowe, Thompson, and Mayor Truax. NOES: None. ABSENT: Councilors Miller and Uhing. MOTION CARRIED 5-0.

11. RESOLUTION NO. 2011-39 ADOPTING THE FOREST GROVE CITY LIBRARY DISPLAY/EXHIBIT POLICY AND REPEALING RESOLUTION NO. 1995-20

Staff Report:

Winters presented the above-proposed resolution for Council consideration, noting the Library Commission met with Council in earlier work session to review jointly the revisions proposed to the above-noted policy. Winters reported the Library Commission approved the above-noted policy at its meeting of May 10, 2011, and is making recommendation to Council to adopt the revisions set forth in the Display/Exhibit Policy as outlined in Exhibit A.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2011-39.

MOTION: Councilor Lowe moved, seconded by Councilor BeLusko, Jr., to adopt Resolution No. 2011-39 Adopting the Forest Grove City Library Display/Exhibit Policy and Repealing Resolution No. 1995-20.

Council Discussion:

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

ROLL CALL VOTE: AYES: Councilors BeLusko, Jr., Johnston, Lowe, Thompson, and Mayor Truax. NOES: None. ABSENT: Councilors Miller and Uhing. MOTION CARRIED 5-0.

12. RESOLUTION NO. 2011-40 ADOPTING FOREST GROVE CITY LIBRARY ERIC G. STEWART HISTORY ROOM POLICY

Staff Report:

**FOREST GROVE CITY COUNCIL REGULAR MEETING
MAY 23, 2011 – 7:00 P.M.
COMMUNITY AUDITORIUM
PAGE 11**

Winters presented the above-proposed resolution for Council consideration, noting the Library Commission met with Council in earlier work session to review jointly the above-proposed policy. Winters reported the Library Commission approved the above-noted policy at its meeting of May 10, 2011, and is making recommendation to Council to adopt the Eric G. Stewart History Room Policy as outlined in Exhibit A.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2011-40.

MOTION: Councilor Lowe moved, seconded by Councilor Thompson, to adopt Resolution No. 2011-40 Adopting Forest Grove City Library Eric G. Stewart History Room Policy.

Council Discussion:

Mayor Truax commended the excellent work the Library Commission and staff did in revising the three existing policies, noting the Materials Selection Policy has not been updated since 1980 and was long overdue. In addition, Mayor Truax commended the excellent work the Library Commission and staff did in developing a new policy for the Eric Stewart History Room, noting the History Room currently houses the Eric Stewart historical collection gifted to the City and will house other historical materials and collections in the future for public use..

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

ROLL CALL VOTE: AYES: Councilors BeLusko, Jr., Johnston, Lowe, Thompson, and Mayor Truax. NOES: None. ABSENT: Councilors Miller and Uhing. MOTION CARRIED 5-0.

13. **RESOLUTION NO. 2011-41 AUTHORIZING CITY MANAGER TO ENDORSE THE REVISED RESIDENTIAL EXCHANGE PROGRAM (REP) SETTLEMENT AGREEMENT BETWEEN CITY OF FOREST GROVE AND BONNEVILLE POWER ADMINISTRATION (BPA)**

Staff Report:

Matzke and Sykes presented the above-proposed resolution for Council consideration, noting Council approved the original agreement on March

**FOREST GROVE CITY COUNCIL REGULAR MEETING
MAY 23, 2011 – 7:00 P.M.
COMMUNITY AUDITORIUM
PAGE 12**

28, 2011; however, the original agreement did not meet the required signing threshold. Matzke reported the above-noted revised agreement does not change the terms of the original agreement, noting the only changes are the signing threshold requirement has been lowered from 91 percent to 75 percent and a new signing deadline date has been set for June 6, 2011.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2011-41.

MOTION: Councilor Lowe moved, seconded by Councilor Thompson, to adopt Resolution No. 2011-41 Authorizing City Manager to Endorse the Revised Residential Exchange Program (REP) Settlement Agreement between City of Forest Grove and Bonneville Power Administration (BPA).

Council Discussion:

Matzke and Sykes addressed various scenarios and inquiries posed by Council pertaining to the terms of the agreement, rates, and pending litigation, noting Forest Grove's savings over the term of the agreement (2012 to 2028) has not changed and is still estimated to be \$7,741,339 and the City's rates reduction would occur when BPA implements its new rates on October 1, 2011. In conclusion, Sykes advised there is a high probability that the revised agreement will meet the new signing threshold and possibly settle any outstanding litigation.

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

ROLL CALL VOTE: AYES: Councilors BeLusko, Jr., Johnston, Lowe, Thompson, and Mayor Truax. NOES: None. ABSENT: Councilors Miller and Uhing. MOTION CARRIED 5-0.

14. 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 invited the public to attend the upcoming Water Rates Open House on Thursday, June 2, 2011, noting the purpose of the Open House is to provide information to citizens about the City's infrastructure, costs, and

**FOREST GROVE CITY COUNCIL REGULAR MEETING
MAY 23, 2011 – 7:00 P.M.
COMMUNITY AUDITORIUM
PAGE 13**

projected water rates increase. Sykes distributed for Council's review a copy of the tentative agenda for the upcoming Western Washington County Joint Legislative Work Session, which will be held Thursday, June 16, 2011. Sykes advised Council that staff has been working diligently to revise the rights-of-way and sign code ordinances to address public concerns, noting staff plans to present the proposed amendments to the rights-of-way code at the next Council meeting scheduled for Monday, June 13, 2011. Sykes announced that Turner Logging was awarded the 2011 Watershed Timber Harvest bid, noting harvesting activities are currently underway. Sykes reported on the unveiling of the new wayfinders signs, noting the new signs have been erected at various locations throughout the City. In conclusion, Sykes reported on various meetings he attended and provided updates on various City department-related activities, projects, and upcoming city-wide events.

14. A. RESOLUTION NO. 2011-42 AUTHORIZING CITY MANAGER TO ENDORSE THE REVISED INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF FOREST GROVE AND WASHINGTON COUNTY FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM YEARS 2012-2014

Staff Report:

Sykes added the above-proposed resolution to the Council Meeting Agenda for Council consideration, noting the revised Intergovernmental Agreement (IGA) between the City and Washington County is for the purpose of participating in the Community Development Block Grant Entitlement Program (CDBG), the HOME Investment Partnership, and the Emergency Shelter Grant Program for the funding Program Years 2012 through 2014. Sykes reported the revised IGA continues the County's CDBG Program and Policy Advisory Board of which the City is a member, noting in order to facilitate placing the IGA before the County Board of Commissioners and having the endorsed IGA reach the HUD Office by its suspense date, it is critically important the Council approve the IGA to allow the continuance of CDBG funding.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2011-42.

MOTION: Councilor Lowe moved, seconded by Councilor Thompson, to adopt Resolution No. 2011-42 Authorizing City

**FOREST GROVE CITY COUNCIL REGULAR MEETING
MAY 23, 2011 – 7:00 P.M.
COMMUNITY AUDITORIUM
PAGE 14**

Manager to Endorse the Revised Intergovernmental Agreement (IGA) between the City of Forest Grove and Washington County for Community Development Block Grant Program Years 2012-2014.

Council Discussion:

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

ROLL CALL VOTE: AYES: Councilors BeLusko, Jr., Johnston, Lowe, Thompson, and Mayor Truax. NOES: None. ABSENT: Councilors Miller and Uhing. MOTION CARRIED 5-0.

15. COUNCIL COMMUNICATIONS:

BeLusko commended Fire Chief Kinkade and Police Chief Aleshire, noting he appreciates all the work they did in preparing and overseeing the City's emergency disaster scenario training. BeLusko also expressed the Public Arts Commission's gratitude for receiving a CEP grant. In addition, BeLusko reported on economic business-related activities and reported on various upcoming events and meetings he was planning to attend.

Johnston provided a summary of various legislative-related information of interest. In addition, Johnston reported various upcoming events and meetings he was planning to attend.

Lowe reported on Fernhill Wetlands-related activities and reported on various upcoming water-related meetings she was planning to attend. Mayor Truax pointed out to Lowe that the Fernhill Wetlands meeting on June 16th coincides with the Joint Western Washington County Legislative Session, noting he would like Lowe to ask Fernhill Wetlands to reschedule their June meeting, to which Lowe concurred.

Miller was absent.

Thompson reported the Community Forestry Commission (CFC) plans to meet next month, noting CFC lacked a quorum at its last meeting. Thompson reported on Ride Connection and Forest Grove Senior and Community Center-related activities and provided a summary of various legislative-related information of interest. In addition, Thompson reported on various upcoming events and meetings he was planning to attend.

**FOREST GROVE CITY COUNCIL REGULAR MEETING
MAY 23, 2011 – 7:00 P.M.
COMMUNITY AUDITORIUM
PAGE 15**

Uhing was absent.

Mayor Truax reported on various local, regional, Metro, and Washington County meetings he attended and reported on various upcoming meetings and community-related events he was planning to attend. Mayor Truax invited everyone to attend the upcoming Memorial Day Ceremony, which will be held May 30th at 12:30 p.m. at the City's flagpole. Mayor Truax announced the contest submission for "If I Were Mayor" are due by May 31st. In addition, Mayor Truax reported on the Committee for Citizen Involvement (CCI) meeting, noting he attended the meeting on behalf of Councilor Miller who was unable to attend.

16. ADJOURNMENT:

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

Respectfully submitted,

Anna D. Ruggles, CMC, City Recorder

**FOREST GROVE CITY COUNCIL EXECUTIVE SESSION
ORS 192.660(2)(I) CITY MANAGER EVALUATION
JUNE 13, 2011 – 5:30 P.M.
COMMUNITY AUDITORIUM – CONFERENCE ROOM
PAGE 1**

Minutes are unofficial until approved by Council.

1. ROLL CALL:

Mayor Peter Truax called the Executive Session to order at 5:31 p.m. **ROLL CALL: COUNCIL PRESENT:** Thomas BeLusko, Jr., Thomas Johnston, Council President, Victoria Lowe, Camille Miller, Ronald Thompson, and Elena Uhing, Mayor Peter Truax. **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 Truax adjourned the Executive Session at 6:05 p.m.

Respectfully submitted,

Anna D. Ruggles, CMC, City Recorder

Memorandum

TO: Mayor Peter Truax and City Councilors

FROM: Anna D. Ruggles, CMC, City Recorder

DATE: June 22, 2010

SUBJECT: Council Work Session and Regular Meeting Minutes of June 13, 2011

Due to staff vacation and complexity of the meeting, the City Council Work Session and Regular Meeting Minutes of June 13, 2011, will be submitted to Council via e-mail no later than Friday, June 24, 2011.

PLANNING COMMISSION MEETING MINUTES
FOREST GROVE COMMUNITY AUDITORIUM

May 16, 2011 - 7:00 P.M.

PAGE 1 of 8

APPROVED

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1. CALL TO ORDER:

Chairman Beck called the meeting to order at 7:10 p.m.

Planning Commission Present: Tom Beck, Carolyn Hymes, Lisa Nakajima, Luann Arnott and Charles Kingston.

Absent: Al Miller,

Staff Present: Jon Holan, Community Development Director; James Reitz, Senior Planner; Rob Foster, Director of Engineering & Public Works; Marcia Phillips, Assistant Recorder.

2. PUBLIC MEETING:

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

2.2 PUBLIC HEARING:

A. Variance Number VAR-11-0181: Five variances are being proposed for the proposed extension of Nichols Lane through the high school site:

1. Reduce the centerline radius from 350 feet to 109 feet;
2. Reduce the right-of-way width on the western segment from 66 feet to 49.5 feet;
3. Reduce the right-of-way width on the eastern segment from 66 feet to 59 feet;
4. Reduce the paved width from 40 feet to 36 feet; and
5. Eliminate the sidewalk on the south side.

The applicant is the Forest Grove School District. This request is associated with Conditional Use Permit Number CUP-11-00086 for development of new play fields, reconstruction of the gym and construction of additional classroom buildings. (Washington County Tax Lots 1N4 36-300 and 1N4 36AA-19500.)

Chairman Beck opened the public hearing, read the hearing procedures, and asked if there were any conflicts of interest, ex-parte contacts, bias or abstentions. Commissioner Arnott said she lives next to the school, but did not believe that would be a problem. There were no challenges from the audience. Beck called for the staff report.

Mr. Reitz showed an aerial photograph of the site. Reitz said the Transportation System Plan (TSP) originally had Hartford Drive extending through the high school site. He said the TSP was recently amended so Hartford Dr. is no longer a collector, but would end with a bulb for turn around, and could not extend across the school district property. Reitz said instead Nichols Lane was designated a Collector street from its current terminus near Limpus Lane through to Bonnie Lane. He said this alignment would require the dedication of right-of-way through

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

May 16, 2011 –7:00 P.M.

PAGE 2 of 8

the high school property. He explained the proposed Nichols Lane extension would be through an area that has already been largely developed, leaving a limited corridor open to be developed with a Collector street. Reitz said due to the dimensional requirements for a Collector street, Nichols Lane could not be constructed to all City standards in the proposed corridor. He said the applicant is requesting modifications to the City's standards for a Collector street.

Reitz said the first variance is a reduction in the centerline radius from 350 feet to 109 feet. He explained that this difference is less significant when the design speed is considered. Reitz said the tighter centerline radius creates a roadway curve that will physically assist in traffic calming, allows enough flexibility to meet driveway offset standards from intersection, and meets intersection stopping sight distance requirements within an established residential neighborhood. He said the optimal 90-degree intersection angle between Bonnie and Nichols is achieved with this approach. Reitz said this design provides safe ingress and egress for existing driveways that will be impacted with this road realignment, and minimum driveway offsets have been met along Bonnie and Nichols to allow better visibility for cars entering into traffic and for through traffic rounding the corner.

Chairman Beck asked who owns the triangle of land formed by this design, and could it be used to make it so people do not have to back out?

Reitz said this is a public right-of-way with utilities that the City does not want to move, and the property owners will be responsible for mowing, etc. He explained that Bonnie will be stop controlled, and Nichols will be the through route, because it will be more trafficked.

Chairman Beck said Nichols connects two arterials, and it makes sense to have a 20 mile per hour speed (mph) limit during school hours, but after hours people want to travel 30 mph.

Mr. Reitz explained that the arc requires a 20-25 mph speed limit.

Mr. Foster said Nichols will not function as well as an arterial. He explained that with the two curves 25 mph would be the limit, and staff decided 20 mph was not that much of a difference.

Commissioner Nakajima said a left turn lane on Nichols to get to Bonnie would be good, so through traffic would be able to get through.

Mr. Foster said it may be difficult to squeeze in a turn lane. He said it would be a question for the Project Engineer.

Chairman Beck said the turn lane is an important point, and the hearing may have to be continued until more information is provided.

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

May 16, 2011 –7:00 P.M.

PAGE 3 of 8

Mr. Reitz said the second variance would reduce the right-of-way on the western segment (from Brooke St. to the high school gate) of Nichols from 66 feet to 49.5 feet. He explained that the west segment originally was a county road with a narrow right-of-way, and when the TSP reveals an inadequate right-of-way, staff must bring it before the Planning Commission. He said a 16-foot easement is already in place on the south side effectively providing the full right-of-way width. Reitz said the third variance would reduce the right-of-way width on the eastern segment (from the high school gate to Bonnie Lane) from 66 feet to 59 feet. He said the fourth variance would reduce the paved width from 40 feet to 36 feet on the eastern segment. The fifth variance would eliminate the sidewalk on the south side of the eastern segment.

Chairman Beck said the street is narrower than the City needs it to be, and asked whether the Planning Commission can ask the school district for an additional 16 feet of right-of-way. He said if there is to be a turn lane, there needs to be more right-of-way.

Mr. Reitz said the Planning Commission can ask for additional right-of-way.

Chairman Beck said this road will be built once, so it should be done right.

Mr. Foster said staff met several times with the design engineer, and staff feels this is the best proposal. He said staff is alright with the center line alignment and speed.

Chairman Beck said the parkway width is listed as 9 feet on each side (page # 7 of staff report), so the hedge is in the 9 feet. He said if the parkway were eliminated on the north side, there would be enough room to widen the road to three lanes.

Mr. Reitz stated that the sidewalk would then be curb tight and landscaping would be sacrificed.

Mr. Holan asked who would maintain the hedge if it became public right-of-way – the City or the high school.

Mr. Foster said that was a good question.

Chairman Beck said we need to know the parkway width on the west segment of Nichols Lane before this application can be finished.

APPLICANT:

Mimi Doukas, Cardno WRG Engineering, 5415 SW Westgate Dr., Portland, OR. Ms. Doukas said she would try to fill in some of the questions raised. She said

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

May 16, 2011 -7:00 P.M.

PAGE 4 of 8

the radius was traffic calming, because traffic will want to push through, but volume is desirable - not speed. Doukas said the tighter radii in conjunction with the stop sign at "B" Street will calm traffic. She stated that the angle at Bonnie Lane creates sight distance issues and driveway spacing issues, and staff and the Forest Grove School District believes this is the best "bundle" for safety. Doukas said the School District has reached out to all affected property owners on the south side.

Commissioner Nakajima said there is a need for a turn lane clear through Nichols Lane.

Chairman Beck said there could be islands where the turn lane is not needed.

Matt Hewget, Engineer, 610 SW Alder, Portland, OR. Mr. Hewget said his company did a traffic impact study for the high school. He explained that currently traffic not associated with the high school is oriented to Bonnie Lane, but with this new change Bonnie Lane will not be the preferred through street. Hewget said Nichols Lane will become the through street.

Ms. Doukas said peak hours for the high school are different than peak house for residential.

Mr. Hewget showed traffic volumes for the intersections. He said left turn traffic is 10-15% of peak volume, which does not necessitate a turn lane. Hewget said the anticipated growth of the high school, continued future growth along David Hill Rd. and Brooke Street has been included in the analysis. He said on the west end of Nichols there is a standard 40 foot street width, but not a standard parkway width. Hewget said there is a 16 ½ foot easement south of the existing right-of-way which is a public access easement out of the Forest Grove School District's control. He said he saw no benefit in turning that easement into right-of-way because there is already a full parkway and sidewalk on the south side. Hewget said the north side does not have full amenities.

Matt Lewis, Civil Engineer. Mr. Lewis said currently there is no parking on the north side of Nichols Lane, and no bike lane on that side.

Chairman Beck said he would like to hear about the impact on the high school if they were to give up land on the north side to widen the road.

Mr. Lewis said parking stalls would be lost with a new lot design.

Terry Thetford, FGHS Facilities Manager, 1728 Main St., Forest Grove, OR. Mr. Thetford said the impact would be financial budgetwise. He said the high school is trying to accommodate the required parking at the high school, and a redesign of the parking lot would cause loss of parking stalls.

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

May 16, 2011 –7:00 P.M.

PAGE 5 of 8

Chairman Beck said if the high school lost four more feet, how would that impact the school district.

Mr. Thetford said it would cause the loss of at least one more parking stall.

Chairman Beck said personally he thought the left turn lane necessary, and was trying to figure out how to accomplish this.

Ms. Doukas said this is a wide roadway width, and the bike lanes do allow for some traffic movement. She said there are a variety of parking lot access points to disperse traffic access/egress.

PROPONENTS:

Pete Cady, 1706 Bonnie Lane, Forest Grove, OR. Mr. Cady said he lives on the south side of Bonnie Lane, and thought this was a great design. He said he has watched traffic increase over the years, and speed is a real issue. He indicated there was a traffic speed study performed by the City. Cady said this is a step in the right direction. He said a three-way-stop at the Bonnie/Nichols intersection would be a good idea, because people will take the curves at 30-35 mph. Cady said people will not slow down, so a three-way-stop is the way to go. He asked if the buses will still be using Bonnie Lane eastbound, because if they try to go down Bonnie and turn left on Nichols to go to the school, it will be difficult. Cady said his biggest concern is speed and safety. He said he likes the design, but thinks the three-way-stop would fix the speed and “jam up” problems.

OPPONENTS:

Beryl Jones, 1746 Bonnie Lane, Forest Grove, OR. Mr. Jones said he thought he was one of the extended driveways. He asked if the school bus stops were going to change, and pointed out a stop very near the proposed intersection. Jones wanted to know what his responsibilities will be for the additional land (the triangle).

Mr. Reitz explained that any modifications initially are the school district’s responsibility, and after that the property owner is responsible.

Ms. Jones said the left turn lane would not really help her access her driveway, and she would prefer the 20 mph speed limit.

Delia Speichart, 1710 Hartford Dr., Forest Grove, OR. Ms. Speichart asked what will happen to Hartford Dr. She said it currently has a barricade.

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

May 16, 2011 –7:00 P.M.

PAGE 6 of 8

Chairman Beck explained that the Conditional Use Permit will talk more about Hartford, and it is proposed to bulb the end for car turn around. Beck said there are a lot of sporting events not during peak hours that bring a lot of traffic.

REBUTTAL:

Ms. Doukas said the school district is not opposed to a three-way-stop at the Nichols/Bonnie intersection, and that is preferable to a left turn lane. She said if speed is the primary concern, a 6-inch raised pedestrian table so cars must go up and over could be constructed, with significant striping at the crossing. Doukas said this is more pedestrian friendly.

Mr. Lewis explained that from experience two full stops (at Nichols and “B” St.) that close together do not function well, and there will be additional stacking.

Commissioner Nakajima said the significant striping at the intersection is a good point.

COMMISSION DISCUSSION:

Chairman Beck said he felt there was a lot of missing information, and would not like to make a decision based only on the current information. He stated that this is a challenging circumstance, and he would feel more comfortable if the school district would provide more information.

Mr. Holan asked the Commissioners where they were planning to put the left turn lane.

Chairman Beck said the turn lane should go from the beginning of school property to the west clear across to the Bonnie Lane intersection. Beck said personally he would like to see a left turn lane. He said speed is an issue for the Police Department.

Commissioner Hymes said she would like to see the study that did the traffic count.

Commissioner Kingston said there is going to be a lot of traffic on this thoroughfare, and safety is a big issue.

Mr. Holan said staff will look into the matter of maintenance of the triangular area.

Chairman Beck continued the public hearing for VAR-11-00181 to Tuesday, May 31, 2011. Beck said he would give copies of the Taylor letter given to the Planning Commission to staff and to the Forest Grove School District.

B. Conditional Use Permit Number CUP-11-00086: Request for a conditional

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

May 16, 2011 –7:00 P.M.

PAGE 7 of 8

use permit for development of new play fields, reconstruction of the gym and construction of additional classroom buildings at Forest Grove High School, 1401 Nichols Lane. As a result of the request, Nichols Lane would be connected through the High School site as a collector which requires five variances (VAR-11-0181) to accomplish. (Washington County Tax Lots 1N4 36-300 and 1N4 36AA-19500.)

Chairman Beck opened the public hearing for CUP-11-00086, and due to the lateness of the hour asked the Planning Commissioners to state their concerns, so these could be address at the next meeting.

Commissioner Hymes said parking for the upper field was a concern.

Chairman Beck said parking was an issue because the school district is hitting the minimum for parking, but with estimated growth, there is no additional student parking, and more event parking is needed.

Ms. Doukas asked for any feedback on the driveway widths.

Chairman Beck said personally he would go with wider driveways.

Commissioner Nakajima said she would rather have people delayed in the parking lot than on the street.

Chairman Beck continued the public hearing for CUP-11-00086 to Tuesday, May 31st, 2011.

2.3 ACTION ITEMS: None scheduled.

2.4 WORK SESSION ITEMS: None scheduled.

3.0 BUSINESS MEETING:

3.1 APPROVAL OF MINUTES: Commissioner Nakajima made a motion to approve the minutes for the May 2, 2011, meeting. Commissioner Arnott seconded. Motion passed 5-0 with a voice vote.

3.2 REPORTS FROM COMMISSIONERS/SUBCOMMITTEES: None.

3.3 DIRECTOR'S REPORT:

Mr. Holan said Vista Planning will present their report on the David Hill Reserve area on June 5th. He said the Commission will also be looking at the last two items of the Periodic Review. Holan said the public hearing for the Conditional Use Permit for Harvey Clarke School will be on June 20th, and should be

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

May 16, 2011 -7:00 P.M. **PAGE 8 of 8**

relatively easy as it has mainly to do with play structures.

Mr. Reitz said the Commission will also be looking at a 24-unit apartment complex at the old Karen's Glenn site.

3.4 ANNOUNCEMENT OF NEXT MEETING: Chairman Beck called for a special meeting on May 31, 2011.

3.5 ADJOURNMENT: The meeting was adjourned at 9:43 p.m.

Respectfully submitted by:
Marcia Phillips
Assistant Recorder

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

May 31, 2011 -7:00 P.M.

PAGE 1 of 12

1. CALL TO ORDER:

APPROVED

Chairman Beck called the meeting to order at 7:03 p.m.

Planning Commission Present: Tom Beck, Carolyn Hymes, Al Miller, Lisa Nakajima, Luann Arnott.

Absent: Charles Kingston

Staff Present: Jon Holan, Community Development Director; James Reitz, Senior Planner; Rob Foster, Engineering/Public Works Director; Marcia Phillips, Assistant Recorder.

2. PUBLIC MEETING:

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

2.2 PUBLIC HEARING:

A. Variance Number VAR-11-0181: Five variances are being proposed for the proposed extension of Nichols Lane through the high school site:

1. Reduce the centerline radius from 350 feet to 109 feet;
2. Reduce the right-of-way width on the western segment from 66 feet to 49.5 feet;
3. Reduce the right-of-way width on the eastern segment from 66 feet to 59 feet;
4. Reduce the paved width from 40 feet to 36 feet; and
5. Eliminate the sidewalk on the south side.

The applicant is the Forest Grove School District. This request is associated with Conditional Use Permit Number CUP-11-00086 for development of new play fields, reconstruction of the gym and construction of additional classroom buildings. (Washington County Tax Lots 1N4 36-300 and 1N4 36AA-19500.) Continued from May 16, 2011.

Commissioner Miller excused himself from participating, because he was absent from the May 16th meeting.

Chairman Beck reopened the public hearing, and asked for comments from staff.

Mr. Reitz said the Commissioners' packets included a memorandum from staff and attached to the memo was:

- Letter dated May 16, 2011, from John and Laurie Taylor
- Forest Grove High School Expansion Transportation Impact Study from Kittelson and Associates dated February 7, 2011
- Material from Mr. Cady that included:
 - Email from Mr. Cady to Tom Beck dated May 17, 2011
 - Four page memo discussing speed study, undated and author not

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

May 31, 2011 –7:00 P.M.

PAGE 2 of 12

- identified (presumably from Mr. Cady)
- 24-hour speed and traffic count data from a tube counter placed on Bonnie Lane 100 feet west of "B" Street from Wednesday, May 5 to Wednesday, May 12, 2010
- Number of trips sorted by speed on Bonnie Lane 100 feet west of Snapdragon Lane from Wednesday, May 5 to Wednesday, May 12, 2010
- Summary of speed data on Bonnie Lane near "B" Street on Tuesday, August 18 and Wednesday, August 19, 2009
- Material from staff including:
 - 24-hour speed and traffic count data from a tube counter placed on bonnie Lane west of Snapdragon Lane from Wednesday, May 5th to Wednesday, May 12th, 2010.
 - Map showing the approximate locations of the tube counters.

Mr. Reitz said staff looked at the left turn refuge idea on Nichols Lane and Bonnie Lanes, and came to the same conclusion as the applicant that a left turn lane was not warranted based on the traffic count done by the City a year ago.

Chairman Beck said his reading of the data shows steady traffic from 1 p.m. to 5 p.m. during weekdays on Bonnie Lane. He asked what staff's forecast would be after these improvements are made and considering a future increase in the number of students at the high school.

Mr. Reitz said with the development of David Hill Road there will be an impact on this area, as David Hill Rd. would be a more direct route to Highway 47 with fewer stops.

Chairman Beck asked whether ODOT will allow this connection to Hwy 47.

Mr. Holan explained that there is already a connection of a county road, which would become a part of the David Hill Rd. extension. Holan said the connection is feasible as long as conditions are met for turn lanes, etc. He explained that part of ODOT's opposition during the TSP process is the traffic signals. Holan said staff already went through ODOT review with the proposed Riverside Homes subdivision.

Chairman Beck wanted to be clear about where the right-of-way will be located on the high school's south property line.

Mr. Reitz said staff does not want a lot of driveways exiting onto Nichols Lane, so a one foot strip along the south right-of-way would be proposed to prevent driveways connecting with Nichols Lane.

Mr. Holan then noted that if the area becomes a dedicated right-of-way, the school district may or may not agree to maintain the existing hedge. This is the reason for

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

May 31, 2011 –7:00 P.M.

PAGE 3 of 12

the proposed new condition.

Mr. Reitz said staff has concluded that the existing hedge and any new plantings would be better served by being maintained by the school district.

Chairman Beck said Mr. Cady still recommends a three way stop at the Nichols/ Bonnie Lane intersection.

APPLICANT:

Mimi Doukas, Cardno WRG, 5415 SW Westgate Dr., Portland, OR 97221. Ms. Doukas stated that at the last meeting the Planning Commission requested more information, which the applicant had come prepared to provide. She said between the all-way stop or turn lane, the all-way stop is a viable option.

Chris Bremmer, Engineer for Kittelson & Assoc. Mr. Bremmer said the all-way stop would facilitate pedestrian crossing, but it would be very close to the stop sign at “B” Street. So people will tend to roll through such stop signs because they have to stop so often. He suggested postponing the placement of the all-way stop until after school opens, and at that time it could be determined whether the all-way stop is needed. Bremmer showed a graph indicating how many cars turn left, and the level at which a turn lane is warranted.

Chairman Beck asked how many of the 475 cars would have to turn left to warrant a turn lane.

Mr. Bremmer said 75-100 cars would have to turn left.

Chairman Beck said if volume goes up to 375 cars, the turn lane would be needed.

Mr. Bremmer said that was maybe correct.

Ms. Doukas said parent drop-off seems to be a problem, so the applicant came up with a better solution to the internal traffic flow in the student parking lot. She said the plan provides a lot of drop off points (showed picture). Doukas stated that this removes conflicting turn movements. She said the applicant shows 36-foot wide driveways, which would provide a three lane drive aisle, but staff disagrees with the wide driveways.

Chairman Beck asked why staff disagrees with the applicant on the width of the driveways.

Mr. Reitz explained that this is a new plan, and staff has not discussed it. He said that without discussing the plan with other staff members, his thought was that the 36-foot driveways with the turn lanes makes sense.

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

May 31, 2011 –7:00 P.M.

PAGE 4 of 12

Ms. Doukas said the applicant looked at designated left turn pockets, and it is feasible. She showed a picture of the original proposal, and then a picture of a new proposal with left turn pockets. Doukas explained that the right-of-way required was obtained by absorbing the planter strip on the north side of the street, and making a curb-tight sidewalk. She explained that the applicant would prefer to minimize the footprint of Nichols Lane by taking out that planter strip. Doukas explained that when the right-of-way moves north, parking spaces are eliminated. Further, queuing space for cars from the driveways would also be lost.

Mr. Bremmer said he wanted to walk the Commission through both proposals. He explained that it will be more difficult to control speed on the three lane street outside of morning peak traffic. Bremmer said under the original proposal the planter strip acted as a buffer for pedestrians, but with three lanes the sidewalk is curb-tight with no buffer for pedestrians.

Commissioner Nakajima asked if the new proposal with the turn lane would take away parking spaces.

Ms. Doukas explained that one row of parking would be lost – 17 spaces.

Matt Lewis, Civil Engineer with Cardno WRG. Mr. Lewis showed a drawing explaining the difference in the two proposals.

Ms. Doukas said the Commission also asked about future need of a left turn lane at Brooke St. She explained that on-street parking in that area would be removed to provide for a turn lane, so it is possible in the future. Doukas said regarding the triangle area being added on the south side of the Nichols/Bonnie Lane intersection, the school district is more than happy to extend the property owner's irrigation systems, and get the triangle set up so the property owners can maintain the area themselves.

Chairman Beck said the school district putting in irrigation would go a long way in helping property owners.

Chairman Beck said the curve will help eliminate excessive speed, and asked how the increased turn lane width would increase speed.

Mr. Bremmer explained that with wider roads people tend to go faster – the road feels wider and more open. He said this is called “driver environment”. He said it is difficult to get drivers to go 20 mph during off peak hours, and explained that his industry is actually going back and narrowing streets.

Commissioner Nakajima asked if there is a sidewalk for students outside of the parking lot.

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

May 31, 2011 –7:00 P.M.

PAGE 5 of 12

Ms. Doukas said there is a sidewalk only on the north side of Nichols Lane, and students would cross at the crosswalk at the Nichols/Bonnie Lane intersection.

PROPOSERS: None.

OPPOSERS:

Delia Speichart, 1710 Hartford Dr., Forest Grove, OR. Ms. Speichart said she liked what the consultants have done, but one thing they failed to understand is this school property is used way before and way after school hours for events. She said that is why she liked the turn lane. Speichart said if the turn lane is put in now, it is easier than 8-10 years from now when the question is who will pay for it. She said she liked the redesign of the internal traffic flow.

OTHER:

Paula Chase, 1746 Bonnie Lane, Forest Grove, OR. Ms. Chase said she had a couple of questions. Chase said if she has an existing sprinkler system, and the school district extends it, she will be watering more area. She asked if there are options for low maintenance landscaping there. Chase explained that she works nights and sleeps during the day, so wanted to know how much notice of construction the property owners will receive. She said the property owners in the area had just received a notice of a construction project.

Mr. Foster explained the City has a completely separate drainage project scheduled for this summer at “B” Street, and that was the notice the property owners recently received.

REBUTTAL:

Ms. Doukas said the north ball fields are scheduled to be done this summer, and Nichols Lane is scheduled for next summer before occupancy of the high school addition. She said the school district is willing to give 30-day notice of construction. Doukas said the applicant still needs more discussion with property owners regarding landscaping so everyone will be happy.

Commissioner Hymes asked staff for a guess as to when David Hill Road will be extended.

Mr. Foster said David Hill Road is a top priority of arterial projects in the City, but there are insufficient funds at this time to finish the entire project.

Chairman Beck went through the Variances one at a time, and asked for the Commissioners comments.

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

May 31, 2011 –7:00 P.M.

PAGE 6 of 12

Variance # 1 – Commissioner Nakajima said Nichols Lane definitely requires a speed of 20 mph, and a “safe corner speed” sign needs to be put up at the intersection.

Variance # 2 - There was no further discussion.

Variance # 3 – Commissioner Nakajima said that considering safety and cost, she would accept no turn lane. Commissioner Arnott agreed that widening the street might encourage speeding, and would accept no turn lane. Chairman Beck said he appreciated the work done by the consultants on gathering information on the turn lane, and he agreed there should be no turn lane.

Variance # 4 – There was no further discussion.

Variance # 5 – There was no further discussion.

Commissioner Nakajima made a motion to approve Variance Number VAR-11-00181 with conditions as discussed. Commissioner Arnott seconded. Motion passed 4-0.

B. Conditional Use Permit Number CUP-11-00086: Request for a conditional use permit for development of new play fields, reconstruction of the gym and construction of additional classroom buildings at Forest Grove High School, 1401 Nichols Lane. As a result of the request, Nichols Lane would be connected through the High School site as a collector which requires five variances (VAR-11-0181) to accomplish. (Washington County Tax Lots 1N4 36-300 and 1N4 36AA-19500.) Continued from May 16, 2011.

Chairman Beck explained that CUP-11-00086 was continued from May 16th, when the public hearing on the Conditional Use Permit was only opened, per the applicant’s request, so the applicant could hear comments from the Planning Commission.

Commissioner Miller rejoined the Planning Commission.

Chairman Beck read the hearing procedures and asked if there were any conflicts of interest, ex-parte contacts, bias or abstentions. Commissioner Arnott said she lives next to the school and drives that street, but did not believe that would be a problem. There were no challenges from the audience. Chairman Beck opened the public hearing, and called for the staff report.

Mr. Reitz reminded the Commission that a letter from John and Laurie Taylor was received at the beginning of the last meeting, and was included in the Commission packet along with the materials received from Mr. Cady. Reitz showed a picture of

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

May 31, 2011 –7:00 P.M.

PAGE 7 of 12

the high school campus indicating proposed changes: new staff parking area (also used for event parking), cafeteria expansion, redevelopment of ball fields, soccer gets its own field area, construction of additional classroom buildings, and agricultural buildings relocated along west property line.

Chairman Beck asked if there would be additional seating for fans in the new ball fields.

Mr. Reitz said there would be a little bit of seating. He said there is no proposal for lighting the fields at this time, so daylight use only. Reitz said the parking lot would have 18-foot shielded lights.

Mr. Reitz explained that the high school is located in an Institutional Zone surrounded by Single Family. He said Hartford Dr. will end in a cul-de-sac, but the waterline dead ends at Hartford Dr. and needs to be put through, which is necessary for water quality. Reitz said the water line and the pedestrian connection will be in the same easement of at least 15 feet across the school property. He said other public facilities need to be put through by Light & Power, but this project has not yet been designed. Reitz said the Light & Power Dept. indicated they can do their installation with a 20 foot easement, so he said the Commission may want to condition the easement for 20 feet.

Mr. Reitz said there is the opportunity for public address systems in the ball fields. He explained that a new noise ordinance has been adopted which is easier to enforce, because it lists specific decibel levels and gives lists of sensitive areas (schools, residential areas, etc.). Reitz said the Forest Grove Police Dept. has purchased a decimeter to actually read decibel levels at the complainant's site.

Mr. Reitz stated that staff has not discussed width of driveways since the applicant presented a new proposal for interior traffic flow. Reitz said to him it makes sense for the driveways to be 36 feet in width to allow for turn lanes.

Mr. Foster explained that the entire section of David Hill Rd. fronting the school district property is to be constructed this summer using MSTIP funds – no City funds will be used. He said all improvements have been made on Brooke St. Foster said the school district is to install a sidewalk on the north side of Nichols Ln. He said Hartford Dr. is to end in a bulb just large enough to meet emergency vehicle turn around requirements. Foster pointed out that the applicant proposes to meet minimum parking requirements.

Chairman Beck said that in looking at Page 7 of the staff report, there appears to be sufficient parking provided for the north fields. He said the Commission needs to see how many seats are provided and compare it to the number of parking spaces to make sure the requirements have been met.

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

May 31, 2011 –7:00 P.M.

PAGE 8 of 12

Mr. Reitz went through the Conditions of Approval.

APPLICANT:

Mimi Doukas, Carndo WRG. Ms. Doukas said the high school was built in 1983 to hold 1,100 students, but there are now 1,900 students. She said there are enough classrooms, but there is not enough common space. Doukas said the new design is for 2,000 students and 150 staff.

Chairman Beck said it is very possible in fifteen years the high school will have 3,000 students. Beck said he would like someone from the school district to state when the population of Forest Grove reaches 30,000, how many students they believe the high school will have.

Ms. Doukas said event parking seems to be the issue. She said the applicant is willing to complete the entire staff parking area rather than gravel a portion of it for even parking. Doukas said she believes they have the right balance, and it will take some policing so parking does not impact the neighborhoods. She said there is seating for 400 people in the ball fields.

Chairman Beck said he may want a condition that triggers a revisit of the parking requirements in the future, based on the student/staff population.

Chairman Beck said that as we look at having a sustainable city, it seems like a waste of money and electricity to have parking lot lights on every night. Chairman Beck stated, for the record, the amount of parking seems to meet the requirements for 400 seats.

Ms. Doukas said the speaker system is designed for only the two varsity fields.

Ms. Doukas explained that currently the parking lot lights are leased from the City, and it was assumed the same would be used for the event stalls, but if that is not acceptable the applicant can look at other options.

Ms. Doukas said the applicant is comfortable with the Conditions of Approval, except for Condition # 13 – the driveway width. She said the applicant would prefer a 36-foot width for both driveways. Doukas said the applicant is willing to work with staff on the types and placement of trees. She said perhaps the stop signs could be held off for a year – the school district could hold money to install them at a later time if needed.

OTHER:

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

May 31, 2011 –7:00 P.M.

PAGE 9 of 12

Dennis Baker, 1638 Hartford Dr., Forest Grove, OR. Mr. Baker said he is pleased with the proposal, but his only concern is the access road behind the school. He said he lives north of the current road, which is used for deliveries and trash pickup. Baker said he was being awakened by the trash pickup, and had to complain. He said some landscaping as a buffer would be nice, so he would not be looking at a bare road.

Victoria Lowe, 3206 17th Place, Forest Grove, OR. Ms. Lowe said she is a City Counselor, but was speaking as a private citizen. Lowe stated that though sports lighting is not proposed at this time, it should be addressed due to the eventuality of lighting those fields. She said there appears to be no seating for soccer, which is a growing sport. Lowe said we need to be sure there are pedestrian ways from the big parking lots to the north fields. She said adherence to deadlines is necessary for construction work, so the construction is not a long drawn out process.

Ms. Doukas said the applicant would be comfortable in putting in shrubs along the road behind the school. She explained that this is critical pasture land, but a row of shrubs could be placed along the property line. Doukas explained that varsity soccer is played on the varsity field where there is seating. She stated that no funding has been identified for field lighting, but conduit is being installed now for the future.

Chairman Beck closed the public hearing at 10:01 p.m.

COMMISSION DISCUSSION:

Commissioner Arnott said this is a beautiful project of which Forest Grove can be proud. She thanked the applicant for returning quickly with information on the turn lanes.

Commissioner Hymes said the high school becomes a community center, and parking will always be a problem.

Chairman Beck said the extra parking spaces added to the staff parking area will be a big help.

Commissioner Hymes said she would rather wait to install the stop signs at the Nichols/Bonnie Ln. intersection.

Mr. Foster explained that the Engineering Department can always be asked to do an intersection study in a year. Foster stated that he would support not putting in the stop signs at this time.

Mr. Holan explained that staff asked the City's attorney, and the Planning Commission has the authority to require the stop signs if there is substantial evidence

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

May 31, 2011 –7:00 P.M.

PAGE 10 of 12

in the record, which the Commission does not have. He said the Commission can request an intersection study in one year.

Mr. Bremmer said the volume is not there to warrant an all-way stop. He said the stop signs could be put in for pedestrian safety.

Mr. Foster said pedestrians can warrant a stop sign – a pedestrian count could be done. Foster stated that the Commission would need to require the stop signs now when the road is being built, or later on a study would be required.

Commissioner Nakajima said she would like to see as much warning signage as possible at that intersection.

Chairman Beck said he was in favor of putting in the stop signs. He said the signs would slow down the speed, and act as a calming device.

Commissioner Miller said the signs would be expensive to put in later.

Chairman Beck went through the changes to the Conditions of Approval, and asked for comments from the Commissioners.

- Condition # 6 – Change to “Dedicate a minimum 20-foot-wide public utility and pedestrian access easement . . .”
- Condition # 13 – Change to “... shall not exceed 36 feet in width.”
- Add Condition # 22 – Evergreen shrubs to be installed prior to occupancy north of the school property and south of the subdivision along Hartford Dr. The landscape plan shall address the location and type of shrubs and shall be approved by the Community Development Director.
- Add Condition # 23 – Nichols Lane public improvements shall be accepted by the City Engineer by the end of 2012. However, the road improvements to the satisfaction of the City Engineer to accommodate traffic shall be completed by August 31st.
- Add Condition # 24 – When the high school’s total population exceeds 2,500 students and staff, the school district shall apply for a Conditional Use Permit to, at a minimum, address the sufficiency of off-street parking on the high school site.
- Add Condition # 25 – The school district shall increase parking to 124 spaces in the parking lot on Nichols Lane.

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

May 31, 2011 –7:00 P.M.

PAGE 11 of 12

The Commissioners decided not to require stop signs at the Nichols/Bonnie Ln. intersection, with the thought that this could be revisited in a year.

Chairman Beck said he had a problem with foisting 3,000 sq. ft. of triangle on the property owners. Beck said he thought it was the City's responsibility because it is in the public right-of-way.

Commissioner Hymes said the property owners have been very agreeable, but things change.

Chairman Beck said he would suggest adding a condition that the right-of-way is the City's responsibility.

Mr. Holan explained that the condition being proposed does not pertain to the application being looked at.

Mr. Foster said typically the City does not water the right-of-ways. He said it just goes brown in the summertime.

Chairman Beck requested staff to write a Condition of Approval that requires the school district to work with the property owners and install the initial landscaping.

Mr. Holan suggested putting a second bullet under Condition # 21 to read, "... install landscaping in the triangle area at the new Nichols Lane and Bonnie Lane intersection. The landscape plan shall be approved by the City prior to installation. The school district shall meet with affected property owners to identify proper maintenance."

Commissioner Nakajima made a motion to approve CUP-11-00086 with Conditions of Approval as discussed. Commissioner Miller seconded. Motion passed 5-0.

2.3 ACTION ITEMS: None scheduled.

2.4 WORK SESSION ITEMS: None scheduled.

3.0 BUSINESS MEETING:

3.1 APPROVAL OF MINUTES: None.

3.2 REPORTS FROM COMMISSIONERS/SUBCOMMITTEES: None.

3.3 DIRECTOR'S REPORT: None.

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

May 31, 2011 –7:00 P.M. **PAGE 12 of 12**

- 3.4 ANNOUNCEMENT OF NEXT MEETING:** Next meeting will be held on June 6, 2011.
- 3.5 ADJOURNMENT:** The meeting was adjourned at 10:27 p.m.

Respectfully submitted by:
Marcia Phillips
Assistant Recorder

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

June 6, 2011 –7:00 P.M. PAGE 1 of 4

1. CALL TO ORDER:

APPROVED

Chairman Beck called the meeting to order at 7:07 p.m.

Planning Commission Present: Tom Beck, Carolyn Hymes, Al Miller, Lisa Nakajima, and Charles Kingston.

Absent: Luann Arnott

Staff Present: Jon Holan, Community Development Director; Marcia Phillips, Assistant Recorder.

2. PUBLIC MEETING:

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

2.2 PUBLIC HEARING: None scheduled

2.3 ACTION ITEMS: None scheduled.

2.4 WORK SESSION ITEMS:

**A. Presentation by Vista Planning Group (PSU Graduate Students) –
David Hill Concept Plan Alternatives final recommendation.**

Chairman Beck turned the meeting over to Vista Planning Group for their presentation.

Mr. Shearer, Project Manager, introduced himself, Ryan Michie and Lisa Peffer.

Mr. Shearer: The other three members of Vista Planning Group could not be present. This is the group's third and final time to do a presentation before the Planning Commission, and we will be presenting our final recommendation.

Mr. Shearer gave a quick summary of the agenda, which included: guiding principles, alternatives, evaluation criteria, preferred alternative, and recommendation. He then reviewed their timeline, and said the group will have their final report to the Community Development Director by the end of this week.

Mr. Shearer reviewed the group's approach, existing conditions and regulatory outcomes, public involvement, guiding principles and the five concept plan alternatives the group came up with.

Mr. Shearer: Concept A has the lowest density, best reflects the community's feedback, and is free of constraints. Concept B & D have a cluster development pattern, and higher local densities which preserves open spaces. Concept C&E have a spread development pattern and lower local densities, which require development in larger areas.

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

June 6, 2011 –7:00 P.M.

PAGE 2 of 4

Mr. Shearer: It was a challenge to incorporate Metro's guidelines.

Chairman Beck: At times Metro's goals are in conflict such as work and shop where you live versus high density on the fringes of Forest Grove.

Mr. Shearer: Each guiding principle has its own evaluation criteria, and each evaluation criteria has a metric. Alternatives earned points based on how well they met the metric. The Vista Group has chosen Concept D as the preferred alternative. Concept B scored very close to Concept D.

Mr. Michie: There is a strong sense of community here in Forest Grove, and there is the rural amenity. The question is how do we urbanize this hill without ruining this amenity - the idea of spread versus cluster development. It is a trade-off – a numbers game. Concept D has a cluster development in the northeast corner of the David Hill Urban Reserve area, and protects the rest of the area.

Mr. Michie showed a cross section of the north part of David Hill where the most development would occur, and explained that Vista thought a lot about the trees. He then showed a mockup of build-out with houses in relation to the trees. Michie showed examples of a range of housing types.

Mr. Michie: Metro is looking for clustered development, because it gets people closer to their destination such as a coffee shop, and attracts transit. Metro wants to see amenities such as a well connected system of streets, biking and walking opportunities, support for transit, cost effective provision of public services and opportunity for community "place making".

Chairman Beck: This example is a bedroom community.

Mr. Michie: We will show how it connects to the rest of Forest Grove. The reason we clustered development in the northeast corner is to connect to the area between 7-A and 7-B along Thatcher Rd., which is a good place for future development such as small commercial uses. Concept D is made up of :

- 44% very low density
- 14% low density
- 7% medium density
- 22% medium/high density
- 12% high density

Mr. Holan: This cluster development asks the question should the current area within the current urban growth boundary be zoned for 10,000 sq. ft. residential lots. Perhaps we need to re-evaluate and develop it differently.

Chairman Beck: How does Concept D compare to the other concepts?

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

June 6, 2011 –7:00 P.M.

PAGE 3 of 4

Mr. Michie: It compares as follows:

	<u>Concept A</u>	<u>Concept B</u>	<u>Concept C</u>	<u>Concept D</u>	<u>Concept E</u>
Av. Density	2.5	8.1	7.2	10.5	11.1
Population	880	2,742	2,138	3,546	3,302
No. of Units	297	912	907	1,708	1,594

Mr. Michie: For Concept D the average density is 10.5 dwelling units per acre, a population of 3,546 and 168 acres (51%) in open spaces and parks.

Mr. Michie: Vista Planning Group has other recommendations which include: urbanize unincorporated Washington County, conduct a market feasibility analysis in the DHUR, develop a cost estimate to provide public services, conduct transportation modeling, coordinate with schools, and implement an open and transparent public participation process. The market analysis, infrastructure cost estimate, transportation made by and coordinated with schools are tasks that need to be done to meet Metro's Concept Plan requirements in Title II (of Metro's Functional Plan).

Mr. Michie: Vista Planning Group wants to thank staff for all their help with this project. We will be sending all of the information we have gathered to staff along with our final report.

Commission Comments:

Chairman Beck: I find it objectionable that you have taken quantitative results that are very close, and declared Concept D as the one. If you could spend more time developing the three concepts that were close it would be better.

Commissioner Kingston: I agree. I would prefer to see a statement that three of the concepts were so close in points. I also agree that the school district needs to be involved.

Commissioner Nakajima: A good job. You have looked at one area – we look at the whole of Forest Grove. Do not be offended if we do not take your alternative carte blanche.

Commissioner Miller: You are the only group who knows the sentiment of the David Hill area property owners.

Chairman Beck: Thank you – very good job - a nice presentation.

Mr. Holan: Vista did a wonderful job taking into consideration the number of concepts. I looked at this as a learning process, and hope the group will take into

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

June 6, 2011 –7:00 P.M. **PAGE 4 of 4**

consideration what the Planning Commissioners have said when going before a Planning Commission in the future. Do not be presumptive that there is one alternative.

3.0 BUSINESS MEETING:

3.1 APPROVAL OF MINUTES: None.

3.2 REPORTS FROM COMMISSIONERS/SUBCOMMITTEES: None.

3.3 DIRECTOR'S REPORT: Mr. Holan stated that the Conditional Use Permit for Harvey Clarke would be reviewed at the next meeting.

3.4 ANNOUNCEMENT OF NEXT MEETING: Next meeting will be held on June 20, 2011.

3.5 ADJOURNMENT: The meeting was adjourned at 8:22 p.m.

Respectfully submitted by:
Marcia Phillips
Assistant Recorder

3F

PUBLIC ARTS COMMISSION

FEBRUARY 10, 2011

Community Auditorium Conference Room

Page 1

Minutes approved by the PAC on April 14, 2011.

- 1. CALL TO ORDER:** The meeting was called to order at 5:00 p.m. by Chair Kathleen Leatham. Present: Kathleen Leatham, Philip Thias, Linda Taylor, Kathy Broom, Dana Zurcher, Ruth Anne McCullough, Vicki Pich, and Pat Truax.
Council Liaison: Tom BeLusko
Staff: Colleen Winters, Tom Gamble, Bev Maughan
Excused: Liam Cooper, Jim Flory
Guest: Lang Schwartzwald, Anna Lund
- 2. CITIZEN COMMUNICATIONS: None.**
- 3. APPROVAL OF PUBLIC ARTS COMMISSION MEETING MINUTES OF JANUARY 22, 2011:** Goals #1 and #2 were discussed and adjusted to better reflect the status of the Commission's work: 1. To enhance and expand the arts ~~create a greater presence~~ in the community of Forest Grove through Advocacy, Visibility and Accessibility. 2. To increase and improve ~~create a greater access~~ to the arts for the children of Forest Grove through Advocacy, Visibility and Accessibility. Philip made the motion to accept the minutes as adjusted and Pat seconded the motion. With all those present voting in favor, motion passed.
- 4. ADDITIONS/DELETIONS: None.**
- 5. PRESENTATION:** Professional Arts Fundraiser was not available due to a conflict. Kathleen suggested that a couple commissioners attend the grant writing seminar on February 18 and bring the information back to the Commission. Ruth Anne, Kathy, and Dana agreed to attend the seminar with Kathleen.
- 6. BUSINESS:**
 - A. Mini-Grant Request: Willow Villa by Anna Lund** Anna presented her project and answered questions from the commission which supported the project as art education as well as environmental education. Linda moved, seconded by Kathy that the mini-grant request be approved as presented in the amount of \$487.00. With all those present voting in favor, the motion passed.
 - B. Art Update: Wood Block Art:** Tabled until more funding is available to acquire the pieces for \$600; **Chalk Art Panels:** Tabled until Library Foundation has had a chance to discuss.
 - C. Public Relations Update: Closer Look Ad proof:** Kathleen will draft the ad.
 - D. Meet The Artist Dinners Update:** Nothing new to report.
 - E. Art Rotation Committee Update:** Kathleen and Councilor BeLusko will discuss the Commission's intent with City Manager Michael Sykes; Staff Liaisons will inform the other department directors at their next meeting; the quilt will be the first item to be relocated to the Library from the Community Auditorium.
 - F. Postcard Update:** Kathy will take a supply to the Chamber of Commerce office.

G. Economic Development Tourism Committee Report: Pat reported that the Chamber and EDC are applying for a grant to produce and distribute a tourism brochure which will include art attractions/events in the community.

H. Finance Report: Linda suggested that the leadership gifts be an annual contribution. It was moved by Philip, seconded by Pat to implement an annual leadership gift contribution. With all those present voting in favor, the motion passed.

7. COMMISSIONERS' COMMUNICATIONS: Kathleen reported she met with Teri at the Chamber to discuss collaboration between the Chamber and PAC for another art acquisition fundraiser. She also reported that Jim Flory will be arranging a rotating art gallery of college students' art between assisted living facilities. Kathy reported she met with Teresa Perrin to discuss the status of the Community School's Educational Garden project and indicated the school will send a completion of project summary to the PAC. Philip reported he met with EJ to discuss the 1st Wednesday Young Artists Promotion Grant and indicated another mini-grant proposal will be resubmitted to the PAC. He also reported on the Education Summit meetings and noted low value was given to arts in the public schools.

8. STAFF COMMUNICATIONS: Colleen reported on two recent literary events – Oregon Shadow Theatre and 1st Wednesday Sweet Words – which both had excellent attendance. She also noted that the dedication plaque and artists' plaques were on order and will be installed on the benches when received. She suggested next month meeting be held at the Library so the commission could see the quilt. Tom reiterated the Rec Commission supported the Willow Villa project.

9. ADJOURNMENT: Meeting adjourned at 7:00 p.m. **NEXT MEETING: MAR 10, 2011.**

**Respectfully submitted:
Ruth Anne McCullough**

Minutes approved by the PAC on May 12, 2011.

1. CALL TO ORDER: 5 p.m.

Commission: Kathy Broom, Kathleen Leatham, Vicki Pich, Philip Thias, Linda Taylor, Ruth Anne McCullough, Jim Flory, and Dana Zurcher.

City Liaison: Colleen Winters, Tom Gamble

Excused: Tom BeLusko, Jr., Pat Truax, Liam Cooper

2. CITIZEN COMMUNICATIONS: None

3. APPROVAL OF PUBLIC ARTS COMMISSION MEETING MINUTES OF February 10, 2011: Jim Flory made a motion to accept the minutes for February 10, 2011, seconded by Ruth Anne McCullough and the vote was unanimous.

4. ADDITIONS/DELETIONS: None

5. BUSINESS:

A. Mini-Grant Review:

Kathy Broom reported on Anna Lund's event with the Willow Villa on the B Street Run. It was successful with 40 volunteers.

B. DISCUSSION ITEMS:

***CEP GRANT APPLICATION:** Thanks goes to Kathleen, and Linda for feedback, for getting the grant in on time with a small amount of time to do so. Thanks! The presentation will be next Tuesday at 6:05 p.m. at the City Council Meeting.

***PAC BUDGET:** In lieu of Bev, Kathleen and Colleen presented Bev's budget. No comments or changes on the budget.

***ART SUMMIT:** PCC Rock Creek, All Day, Non-Profit Art Organizations—'How to' workshop on finding funding. Date is Thursday, 28th of April, and it's free.

***COMMITMENT TO SCHOOLS:** Philip Thias: Shared the happenings within the Forest Grove School District in regard to the extra-curriculum opportunities in the performing arts within the High School. May 5th the FGSD Budget will be released. Performing Arts will be hit hard. Kathy shared an idea about forming a community-based group that could raise money to encourage the school district and art.

***AMENDMENT TO ART COLLECTION MANAGEMENT POLICY:** Colleen Winters with Bev back in February and worked up the things that needed to be included in the amendment, but it has fallen through the cracks. This is in particular with moving art around the city. Kathleen and Pat will deal with this case by case. Dana will be photographing and cataloging the art of FG.

C. STANDING UPDATES/REPORTS:

***Art: chalk art panels; wood block art:** Kathleen: We have them, let's see if we get any CEP money, we can frame those items with that money.

***Public Relations: Closer Look Ad:** Kathleen saw the ad and it was good.

***Meet the Artist Dinners:** Vicki: Bev and Kathleen will help with this too. Linda Taylor is willing to take this project back on as her plate is cleared now. She suggests money from these dinners would go to Mini-grants, Art Acquisition, or a specific need or to support Public Arts Commission (with our discretion). Kathleen is volunteering her house for a dinner in the future. A motion was made by Kathleen that the Meet the Artist dinners will provide funds to support the FG PAC, until our next meeting when we will re-evaluate. The motion was seconded by Jim Flory and passed by the commission.

***Art Rotation Committee:** Had this conversation earlier. Colleen will follow up with Pat and the list of art.

***Postcards:** No update

***Economic Development Tourism Committee:**

***Finance Report:** Bev re-formatted the finance report.

6. COMMISSIONERS' COMMUNICATIONS:

City Club: Jim and Philip need to clarify with EJ. There is a discrepancy with the Mini-Grant going to them. We do not give Mini-Grants for prizes, prize money or scholarships. We need to be consistent with this.

Community School: Garden on Main St. & 19th will hopefully be finished by the end of the school year. Kathy talked to Terry O'Day.

Main Course: asking for volunteers to help setup and take down the event.

7. **STAFF COMMUNICATIONS:** Tom informed us that there is a SOLV Cleanup this weekend at Forest Glen and Thatcher Parks.

8. ADJOURNMENT: NEXT MEETING: MAY 12, 2011

Submitted by:
Ruth Anne McCullough
PAC Secretary

Thanks to Dana Zurcher for catching the notes at the end of the meeting.

APPROVED

Minutes approved by the PAC on June 9, 2011.

- 1. CALL TO ORDER:** Kathleen Leatham called the meeting to order at 5:05 p.m.
PRESENT: Pat Truax, Linda Taylor, Philip Thias, Dana Zurcher, Jim Flory, Kathleen Leatham, and Ruth Anne McCullough. Absent: Kathy Broom, Vicki Pich and Liam Cooper.
Council Liaison: Tom BeLusko. Staff: Colleen Winters.
- 2. CITIZEN COMMUNICATIONS:** None
- 3. APPROVAL OF PAC MEETING MINUTES OF APRIL 14, 2011:** Motion made by Pat Truax to accept notes as is. Linda Taylor seconded and there was a unanimous vote in favor.
- 4. ADDITIONS/DELETIONS:** Art Summit discussion was tabled.
- 5. BUSINESS:**
 - A. PAC'S COMMITMENT TO SCHOOLS:** Philip expressed his deep concerns about the students at the High School and the negative impact the cuts in the budget are having on them.
 - B. MEET THE ARTIST DINNER:** Gerry & Laura Frye will host the next Meet the Artist with wine and appetizers in July honoring Fran Richards. **Philip moved, seconded by Jim, to pay for an ad in the News Times in the amount of \$150 paid from the discretionary leadership gifts. Vote was unanimous.**
 - C. CEP GRANT:** The Commission received a CEP grant in the amount of \$4,785 which will be used for mini-grants and framing and preservation needs of the chalk art panels and wood block prints. \$800 was approved to frame the chalk art panels. The sub-committee of Pat, Kathleen and Dana will continue working on this project.
 - D. MINI-GRANTS:** None this month.
- 6. COMMISSIONERS' COMMUNICATIONS:** Pat Truax reported the quilt in the library is beautiful.
- 7. STAFF COMMUNICATIONS:**

Tom said that the WCVA grant may be a possibility he will look into. Perhaps PAC could get in on this grant next week.

Colleen said that the library had 250 people attend the Library's celebration of Dia De Los Ninos. Thanks to Linda Taylor. She had the event well-organized with plenty of volunteers.
- 8. ADJOURNMENT:** Several commissioners were anxious to get to the Budget Discussion at the High School, so we adjourned early at 5:45 p.m. **Next Meeting: June 9, 2011.**

Submitted faithfully: Ruth Anne McCullough



APPROVED

1. **ROLL CALL:**

Chair Chere Sandusky called the meeting to order at 7:30 am

MEMBERS PRESENT: Bob Mills, John Rinier, Susan Aguilar, Chere Sandusky, Tim Dierickx, Randall Roedl, Russell Redmond, and Bryan Luciani

LIAISONS PRESENT: Matt Pool, and City Councilor Tom Johnston

STAFF PRESENT: Fire: Chief Kinkade, Police: Chief Aleshire, Captain Ashbaugh, Carol Lorenz, City: Paul Downey, and Michael Sykes

MEMBERS NOT PRESENT: Drue Garrison

LIAISONS NOT PRESENT: Byron Schmildkofer, Brandon Hundley, Naomi Montelongo, Rob Dahl, and Harold Roark

2. **CITIZEN COMMUNICATIONS:** None

3. **APPROVAL OF MINUTES:** May 25, 2011 minutes approved and seconded

4. **ADDITIONS/DELETIONS:** None

5. **ACTION ITEMS/DISCUSSION:** None

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

7. **STAFF REPORT:**

Police:

Monthly Department Report: See attached

Open Dept. Positions: Captain Position: The captain position is going to be reopened this week. The candidate for this position backed out. CSO Position: The CSO position is being reopened this week as well.

Fire:

Monthly Department Report: See attached

Financial Report: Paul Downey and Michael Sykes gave a presentation to PSAC regarding the general budget for the next year. See attached budget documents.

8. **OLD BUSINESS:**

Sub-Committee: The sub-committee will update PSAC at the next meeting.

Levy: A dollar amount needs to be determined for the levy. The city is discussing having an outside agency hold a poll. The city is also considering holding public hearing to discuss the levy. A suggestion was made in regards to the levy to have the dollar amount on a sliding rule to increase a percentage each year. PSAC has requested to be updated before these events take place.

Utility Bill: The idea to send out a questionnaire in the utility bill was discussed again. PSAC was informed that when the city has tried this that they only receive about a 10% feed back from the citizens.

9. **ANNOUNCEMENT OF NEXT MEETING:** June 29, 2011

10. **ADJOURNMENT:**

Chere Sandusky adjourned the meeting at 0859 a.m.

Respectfully submitted by:

Carol Lorenz

city of
forest
grove

CITY COUNCIL

GOALS FOR 2011-12

**Promote Safe, Livable and
Sustainable Neighborhoods and
a Prosperous Dynamic, Green City**



**Promote a Prudent Financial Plan to
Maintain Effective Service Levels
of a Full-Service City**

**Promote the Interests and Needs of
Forest Grove in Local, State, and
National Affairs**

General Fund Financial Plan

	Actual	Actual	Adopted	Proposed	Forecast	Forecast	Forecast
	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
Revenues							
Property Taxes ¹	4,144,264	4,315,860	4,443,268	4,517,433	4,607,782	4,699,938	4,793,936
Local Option Levy	1,410,273	1,469,477	1,516,512	1,537,588	1,568,340	1,599,707	1,631,701
All Other Taxes ²	657,662	843,670	699,962	685,030	691,880	698,799	705,787
Intergovtl Rev ³	1,666,311	1,830,585	1,842,468	2,011,155	2,051,378	2,092,405	2,134,253
Charges for Services	3,005,050	3,120,766	3,076,958	3,043,048	3,103,909	3,165,988	3,229,307
Licenses, Permits, Fees ⁴	147,106	183,922	108,051	71,900	73,338	74,805	76,301
Fines	239,388	265,115	264,120	250,825	250,825	250,825	250,825
Miscellaneous ⁵	190,474	91,530	86,300	51,053	51,564	52,079	52,600
Transfer & Reimbursements	997,711	1,087,315	1,108,138	1,134,526	1,120,621	1,131,827	1,143,145
Total Revenues	12,458,238	13,208,238	13,145,778	13,302,558	13,519,637	13,766,372	14,017,856
<i>Percent change from prior year</i>	<i>4.47%</i>	<i>6.02%</i>	<i>-0.47%</i>	<i>1.19%</i>	<i>1.6%</i>	<i>1.8%</i>	<i>1.8%</i>
Expenditures⁶							
Legislative & Executive ⁷	516,707	497,375	514,450	450,810	475,516	485,577	507,287
Administrative	1,858,036	1,966,583	2,091,099	2,019,943	2,085,147	2,162,607	2,247,315
Municipal Court	171,139	183,932	214,089	196,224	202,484	208,840	215,768
Library	889,484	905,908	908,405	922,465	953,513	986,673	1,023,256
Aquatics	569,282	551,963	609,119	617,414	640,263	664,335	690,619
Parks & Recreation	487,109	503,765	555,780	580,778	603,374	626,878	650,183
Police	3,697,409	3,965,912	4,233,782	4,310,157	4,500,800	4,693,878	4,906,690
Fire	2,549,508	2,678,388	2,767,463	2,925,361	2,981,236	3,106,711	3,249,319
Planning ⁸	349,267	366,440	494,132	457,750	414,348	428,738	444,526
Engineering	733,913	626,561	603,927	568,369	556,066	578,043	602,272
Non-Dept (Transfers/Conting)	150,662	233,794	189,500	253,288	155,000	160,000	160,000
Capital Needs ⁹					55,750	70,750	70,750
Total Expenditures	11,972,516	12,480,621	13,181,746	13,302,558	13,623,496	14,173,031	14,767,984
<i>Percent change from prior year</i>		<i>4.24%</i>	<i>5.62%</i>	<i>0.92%</i>	<i>2.41%</i>	<i>4.03%</i>	<i>4.20%</i>
Surplus/ (Deficit)	485,722	727,617	(35,968)	0	(103,860)	(406,658)	(750,128)
<i>(Revenue over Expenditure)</i>							
Equity Transfer¹⁰			500,000	50,000			
Beginning Fund Balance	3,160,112	3,645,835	4,163,503	4,020,320	3,970,320	3,866,460	3,459,802
Ending Fund Balance¹¹	3,645,835	4,373,451	3,627,535	3,970,320	3,866,460	3,459,802	2,709,674
Operating Reserve Target¹²	1,915,603	1,996,899	2,109,079	2,128,409	2,179,759	2,267,685	2,362,877
Variance from Target	1,730,232	2,376,552	1,518,455	1,841,910	1,686,701	1,192,117	346,796

Notes (Applicable to Budget 2011-12 unless otherwise noted):

¹ Growth in property taxes assumed to be 3% at the residential AV; New construction, industrial & commercial slow down & even contract, resulting in revenue growth of 2.5%. Some recovery in new construction, industrial and commercial built into out-years.
5 year Local Levy assumed renewed beginning FY 13-14, at \$1.35/\$1,000 AV.

² One-time revenue projected to be collected from Verizon in '09-10. However, in late FY 10-11, NW Natural is declining, due to lower rates less natural gas used.

³ Includes a grant for Periodic Review in FY 09-10, and a Construction Excise Tax grant in FY 10-11 carried forward to FY 11-12.

⁴ Engineering Inspection fees are projected to vary a great deal due to the economic climate.

⁵ One time grant received in FY 08-09, removed for 09-10. In FY 09-10, enterprise zone repayment received.

⁶ Projected expenditures include step adjustments for wages, retirement and benefit growth.

⁷ One-time grant in FY 08-09 (Branding) removed in FY 09-10.

⁸ In FY 11-12, Planning is budgeting a Construction Excise grant from Metro, carried forward from FY 10-11.

⁹ To fund one-time capital/ major maintenance needs such as HVACs, roofs, etc; transfer to Major Mnt. Fund

¹⁰ Equity Transfer to new Major Maintenance Fund to take care of major capital items, such as new roofs & HVAC systems.

¹¹ The Ending Fund Balance consists of contingency funds and unappropriated fund balance.

¹² Operating Reserve Target is equal to approximately 60 days of operating expense, or 16% of expenditures.

DRAFT FOR PLANNING PURPOSES ONLY

General Fund Financial Plan
Percent Change from Prior Year

	Actual	Actual	Adopted	Proposed	Forecast	Forecast	Forecast
	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15
Revenues							
Property Taxes ¹	4.4%	4.1%	3.0%	1.7%	2.0%	2.0%	2.0%
Local Option Levy	43.2%	4.2%	3.2%	1.4%	2.0%	2.0%	2.0%
All Other Taxes ²	-20.7%	28.3%	-17.0%	-2.1%	1.0%	1.0%	1.0%
Intergovtl Rev ³	10.2%	9.9%	0.6%	9.2%	2.0%	2.0%	2.0%
Charges for Services	11.1%	3.9%	-1.4%	-1.1%	2.0%	2.0%	2.0%
Licenses, Permits, Fees ⁴	-54.9%	25.0%	-41.3%	-33.5%	2.0%	2.0%	2.0%
Fines	-26.8%	10.7%	-0.4%	-5.0%	0.0%	0.0%	0.0%
Miscellaneous ⁵	-35.3%	-51.9%	-5.7%	-40.8%	1.0%	1.0%	1.0%
Transfer & Reimbursements	2.0%	9.0%	1.9%	2.4%	-1.2%	1.0%	1.0%
Total Revenues	4.5%	6.0%	-0.5%	1.2%	1.6%	1.8%	1.8%
Expenditures⁶							
Legislative & Executive ⁷	16.5%	-3.7%	3.4%	-12.4%	5.5%	2.1%	4.5%
Administrative	8.2%	5.8%	6.3%	-3.4%	3.2%	3.7%	3.9%
Municipal Court	-11.1%	7.5%	16.4%	-8.3%	3.2%	3.1%	3.3%
Library	15.8%	1.8%	0.3%	1.5%	3.4%	3.5%	3.7%
Aquatics	13.1%	-3.0%	10.4%	1.4%	3.7%	3.8%	4.0%
Parks & Recreation	9.5%	3.4%	10.3%	4.5%	3.9%	3.9%	3.7%
Police	4.3%	7.3%	6.8%	1.8%	4.4%	4.3%	4.5%
Fire	6.1%	5.1%	3.3%	5.7%	1.9%	4.2%	4.6%
Planning ⁸	-18.6%	4.9%	34.8%	-7.4%	-9.5%	3.5%	3.7%
Engineering	-15.9%	-14.6%	-3.6%	-5.9%	-2.2%	4.0%	4.2%
Non-Dept (Transfers/Conting)	217.0%	55.2%	-18.9%	33.7%	-38.8%	3.2%	0.0%
Capital Needs ⁹					100.0%	26.9%	0.0%
Total Expenditures	5.3%	4.2%	5.6%	0.9%	2.4%	4.0%	4.2%
Surplus/ (Deficit)	-12.9%	49.8%	-104.9%	-100.0%	-100.0%	291.5%	84.5%
Beginning Fund Balance	21.4%	15.4%	14.2%	-3.4%	-1.2%	-2.6%	-10.5%
Ending Fund Balance¹³	15.4%	20.0%	-17.1%	9.4%	-2.6%	-10.5%	-21.7%
Operating Reserve Target¹⁴	5.3%	4.2%	5.6%	0.9%	2.4%	4.0%	4.2%
Variance from Target	29.0%	37.4%	-36.1%	21.3%	-8.4%	-29.3%	-70.9%

DRAFT FOR PLANNING PURPOSES ONLY

**2011-12 Proposed Budget
General Fund Uses**

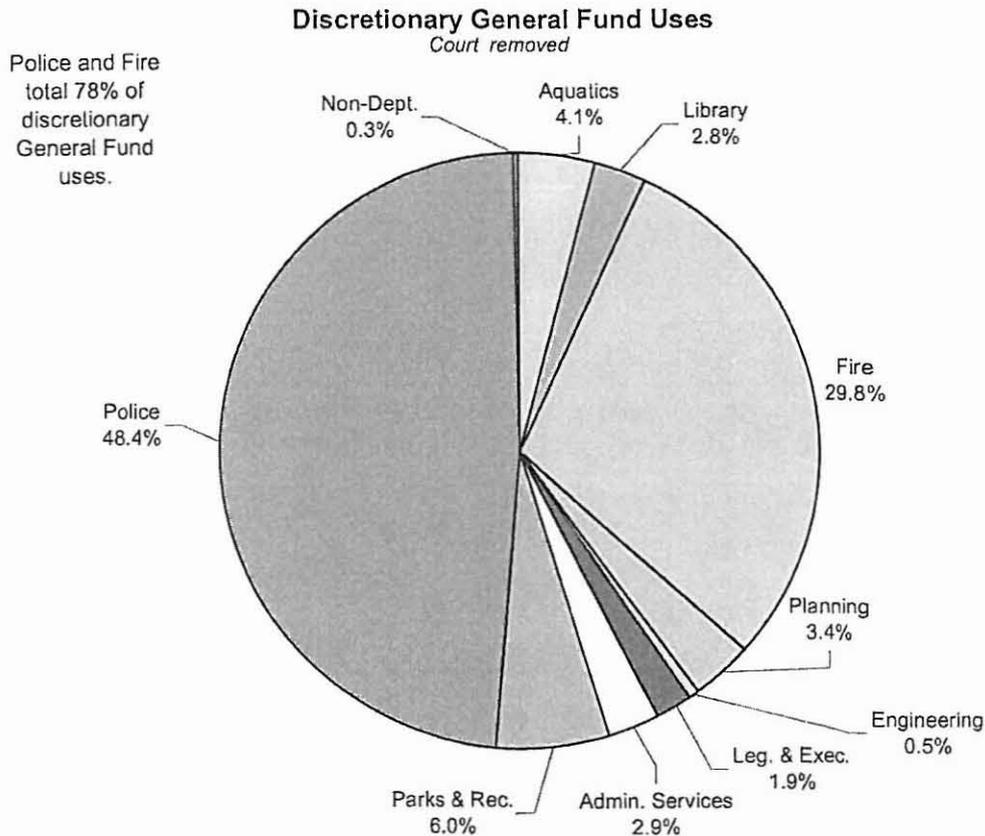
Dept #	Dept. Name	²⁰¹¹⁻¹² 2010-11		Revenue Assigned	Equals	Discretionary General Fund per Dept.	Total of Non Public Safety Departments
		Proposed Budget	Minus				
11	Legislative & Executive	450,810	—	301,297	=	149,512	149,512
12	Administrative Services	2,019,943	—	1,787,301	=	232,643	232,643
13	Municipal Court	196,224	—	211,545	=	(15,321)	(15,321)
14	Library	922,465	—	702,478	=	219,987	219,987
15	Aquatics	617,414	—	290,400	=	327,014	327,014
16	Parks & Recreation	580,778	—	107,732	=	473,046	473,046
21	Police	4,310,157	—	480,149	=	3,830,008	
22	Fire	2,925,361	—	569,847	=	2,355,514	
31	Planning	457,750	—	189,878	=	267,872	267,872
51	Engineering	568,369	—	530,338	=	38,032	38,032
18	Non-Departmental	253,288	—	230,000	=	23,288	23,288
Total		13,302,558	—	5,400,964	=	7,901,594	1,716,073

Local Option Levy FY 2011-12 1,537,588

**2011-12 Proposed Budget
General Fund Uses**

Dept. Name	2011-12 2010-11 Proposed		Revenue		Discretionary General Fund per Dept.	% [Discretionary GF per Dept] of [Total Discret. GF]
	Budget	Minus	Assigned	Equals		
Legislative & Executive	450,810	—	301,297	=	149,512	1.89%
Administrative Services	2,019,943	—	1,787,301	=	232,643	2.94%
Municipal Court	196,224	—	211,545	=	(15,321)	-0.19%
Library	922,465	—	702,478	=	219,987	2.78%
Aquatics	617,414	—	290,400	=	327,014	4.14%
Parks & Recreation	580,778	—	107,732	=	473,046	5.99%
Police	4,310,157	—	480,149	=	3,830,008	48.47%
Fire	2,925,361	—	569,847	=	2,355,514	29.81%
Planning	457,750	—	189,878	=	267,872	3.39%
Engineering	568,369	—	530,338	=	38,032	0.48%
Non-Departmental	253,288	—	230,000	=	23,288	0.29%
Total	13,302,558	—	5,400,964	=	7,901,594	

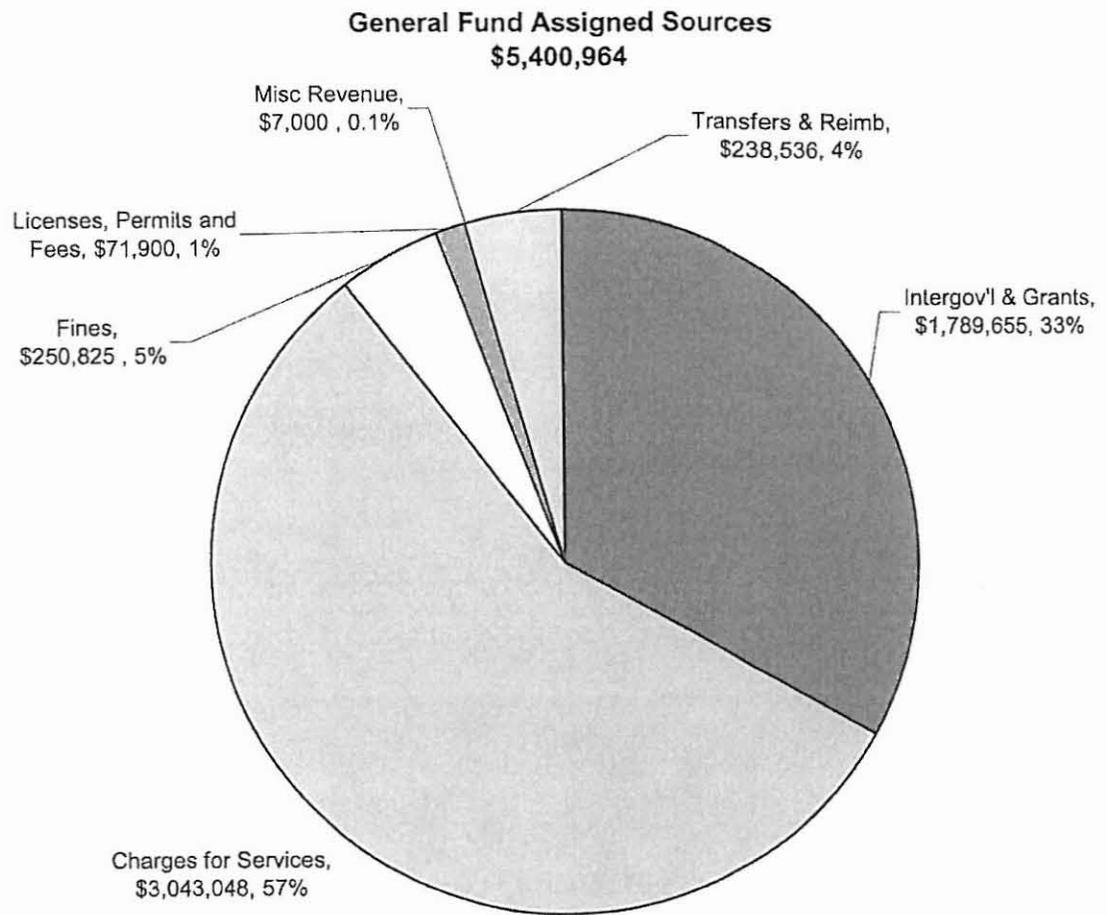
*Non-Departmental includes the Metro Construction Excise Tax and the School District Excise Tax. These taxes are pass through to those jurisdictions, but the City retains a small amount to cover the costs of administering those taxes.



2011-12 Proposed Budget

General Fund Sources Assigned to Departments

Dept. Name	Intergov'l & Grants	Charges for Services	Fines	Licenses, Permits and Fees	Misc Revenue	Transfers & Reimb	Taxes	Total
Legislative & Executive	0	301,297			0			301,297
Administrative Services	1,500	1,737,701		38,100	5,000	5,000		1,787,301
Municipal Court			199,350			12,195		211,545
Library	666,728	8,775	24,975		2,000			702,478
Aquatics		290,400						290,400
Parks & Recreation		107,732						107,732
Police	279,000	2,552	26,500	3,300	0	168,797		480,149
Fire	517,217	86				52,544		569,847
Planning	95,210	74,168		20,500	0			189,878
Engineering		520,338		10,000				530,338
Non-Departmental	230,000							230,000
Total Assigned	1,789,655	3,043,048	250,825	71,900	7,000	238,536		5,400,964
Total Discretionary	221,500	0	0	0	44,053	895,990	6,740,051	7,901,595
Total Sources	2,011,155	3,043,048	250,825	71,900	51,053	1,134,526	6,740,051	13,302,559

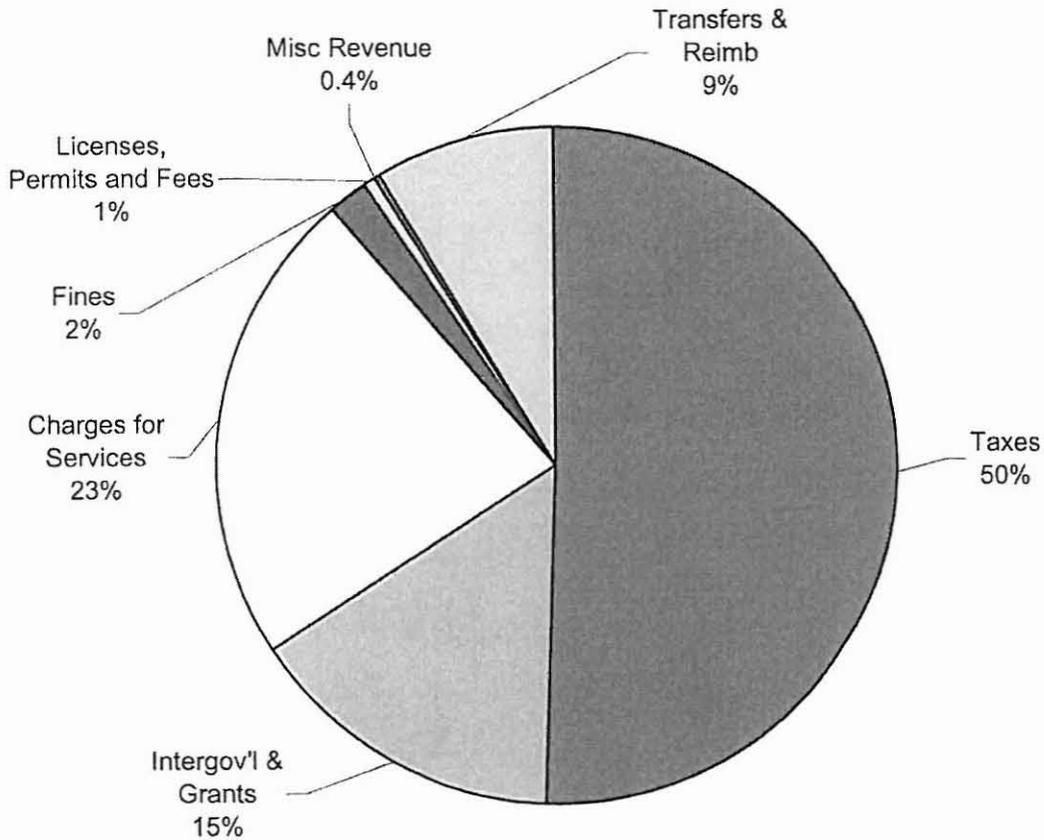


**2011-12 Proposed Budget
General Fund Sources**

Category	2011-12 Proposed Total
Taxes	6,740,051
Intergov'l & Grants	2,011,155
Charges for Services	3,043,048
Fines	250,825
Licenses, Permits and Fees	71,900
Misc Revenue	51,053
Transfers & Reimb	1,134,526
Total	13,302,559

**Reserves not included*

Total General Fund Sources



Assessed Value Comparisons

	7/1/2010 Population	7/1/2010 Assessed Value	Assessed Value per Capita	AV Per Capita \$ to FG
Tualatin	26,160	3,299,925,537	126,144	\$ 2.32
Tigard	47,595	5,028,671,727	105,655	\$ 1.94
Hillsboro	91,215	8,683,371,983	95,197	\$ 1.75
Sherwood	16,705	1,478,503,863	88,507	\$ 1.63
Beaverton	87,440	7,638,692,004	87,359	\$ 1.61
Forest Grove	21,770	1,182,840,654	54,334	\$ 1.00
Cornelius	11,020	526,129,362	47,743	\$ 0.88

	7/1/2009 Population	7/1/2009 Assessed Value	Assessed Value per Capita	AV Per Capita \$ to FG
Tualatin	26,130	3,227,698,540	123,525	\$ 2.30
Tigard	47,640	4,914,142,310	103,152	\$ 1.92
Hillsboro	90,380	8,291,350,338	91,739	\$ 1.71
Sherwood	16,640	1,434,708,323	86,220	\$ 1.60
Beaverton	86,860	7,392,623,769	85,110	\$ 1.58
Forest Grove	21,500	1,155,933,904	53,764	\$ 1.00
Cornelius	10,985	511,721,253	46,584	\$ 0.87

	7/1/2008 Population	7/1/2008 Assessed Value	Assessed Value per Capita	AV Per Capita \$ to FG
Tualatin	26,040	3,119,481,639	119,796	\$ 2.31
Tigard	47,150	4,741,943,700	100,571	\$ 1.94
Hillsboro	89,285	7,963,202,164	89,189	\$ 1.72
Beaverton	86,205	7,288,431,637	84,548	\$ 1.63
Sherwood	16,420	1,371,784,821	83,544	\$ 1.61
Forest Grove	21,465	1,111,526,156	51,783	\$ 1.00
Cornelius	10,955	489,139,947	44,650	\$ 0.86

2012 Community Services Levy

Proposed Timeline

June-September 15, 2011	Conduct Polling
September, 2011	Meet w/ Key Stakeholders (committees) to discuss polling results
October 10, 2011	City Council Public Hearing on Levy
October 24, 2011	City Council establishes levy rate and approves levy/language
November, 2011	Notify/Inform Foundation Organization
January 30, 2012	City Develops Levy Proposal Informational Plan
Mid-March 2012	Filing DEADLINE
Late March, 2012	Voters Guide DEADLINE
May 15, 2012	Election

Fire Chief's Report

Reporting Period: April 1-April 30, 2011

Notable Calls and Events

1. Joint: Responded to season's first brush fire in Cornelius fire district on Dixon Mill road, ignited by "gopher" bombs, contained to ½ acre.
2. Forest Grove: Division Chief Nemeyer investigated a series of cold arson fires that occurred over the weekend at Joseph Gale Elementary school.
3. Forest Grove: House fire on B Street that started in a dryer on Sunday, April 10.
4. Forest Grove: House fire on SW Maple Lane in the rural fire district. Upon arrival there was heavy fire venting and a portion of the structure already collapsed. Crews made entry and were able to quickly extinguish the bulk of the fire, but it continued to burn stubbornly within the roof structure for a number of hours while crews from Hillsboro, Cornelius, and Gaston assisted us in chasing down these hot spots. Investigation revealed that the fire appeared to have started in a bedroom of the home, due to the structural damage (no floor or ceiling/roof) in that room, investigators were not able to pin point an exact cause. Fire Investigation work and associated documentation continued throughout the week. During the scene work we conducted media interviews with the Forest Grove News Times, the Oregonian, KEX 1190 radio, and KPTV Fox 12 – who sent their helicopter over our scene for live coverage during the fire.
5. Forest Grove: Fire Marshal completed fire report and associated investigation work and documentation for last month's fatal fire on Laurel Street – submitted reports to ATF and OSP. Official cause will be listed as "probable related to the portable space heater being in use too close to combustible items". Case closed at this time.

Training

1. Joint: Lt. Woodford taught two ventilation classes to Cornelius/Forest Grove volunteers; Division Chief O'Connor taught strategy and tactics. Other joint drills provided included training on drafting sites, equipment familiarization, and a facility tour of water treatment plant on Fern Hill road.
2. Forest Grove: Division Chief O'Connor served as operations section chief for the annual Oregon Fire Instructors Association conference.
3. Forest Grove Fire graduated 11 new volunteer firefighters from the Washington County Firefighter Academy, our largest group ever.
4. Joint: For the last four weeks Lieutenant Robards and Division Chief O'Connor have been coordinated combined volunteer drill exercises. They continue to improve on the concept but the initial reviews have been very positive

Fire Prevention/Community Risk Reduction

1. Joint: Division Chief Nemeyer continued working on joint vacant building arson prevention program with both Forest Grove and Cornelius police and code enforcement.
2. Forest Grove: FPO Matt Johnston provided a safety information table at the Pacific University's Children's Fair with 300-400 parents and children in attendance.

3. Cornelius: Cornelius fire participated in and supported annual Children's parade.
4. Forest Grove: Division Chief Nemeyer instructed a fire safety class for a group of approximately 60 adult foster care home caregivers, completed plans reviews for Pacific University Price Hall remodel project and reviewed draft planning proposal for future city expansion onto David Hill.
5. Joint: Fire Marshal reviewed plans for new cafeteria building addition at Harvey Clarke Elementary School, worked with Cornelius Fire with two plan reviews for new residential and agricultural type construction projects in the rural fire district, and reviewed hazardous materials plan for the Joint Water Commission Fern Hill Treatment Facility.
6. Forest Grove: After considerable phone calls asking about the new state law regarding Carbon Monoxide alarms Fire Marshal created a blog post and associated media information to help our community understand the new law.
7. Forest Grove: Fire Marshal met with Pacific University Emergency Coordinator and discussed pre-fire plans for their campus and developed a schedule to maintain our presence and complete fire inspections on campus

Projects and Administration

1. Joint: Continued work on disaster drill scheduled for May 10, 2011 – joint EOC activation with Forest Grove and Cornelius scheduled.
2. Cornelius: Received notice that retired Chief Chris Asanovic received award for OFCA Meritorious Awards.
3. Forest Grove: Received notice that Firefighter Geoff McFarland received public safety award at OFCA Meritorious Awards.
4. Cornelius: Cornelius received formal notification of a SAFER grant for \$624,777 for their fire intern program.
5. Joint: Fire Chief attended Washington County EMS Ops; Forest Grove will host the next meeting where standardization of EMS equipment, bags and medications across Washington County will be discussed.
6. Joint: Fire Chief began negotiations with both Cornelius and Forest Grove firefighter bargaining units.
7. Forest Grove: Conducted annual Forest Grove Firefighter Awards Banquet:
 - Officer of the Year: Joe Smith, Stephen Prichard
 - Firefighter of the Year: Tony Carter, Damian Peters
 - Rookie of the Year: John McGinnis
 - Five Year Length of Service Awards: Brooke Brown, Nick Chan, Dirk Jacobs, Jason Lawson
 - Ten Year Length of Service Award: Keith Baas
 - Twenty Year Length of Service Award: Dallas Boge
 - Forty Year Length of Service Award: Bob Haney
 - Distinguished Conduct Awards: Rick Ilg, Matt Rawls
 - Fire Chief Awards: Sharon Cox, Tad Buckingham
8. Joint: Fire Chief provided following presentations:
 - Budget presentations to Cornelius and Forest Grove City Council.

- Emergency management presentation to joint meetings of both Cornelius and Forest Grove City Councils and Rural Fire Districts.
 - Work plan presentation to Forest Grove City Council
9. Joint: Fire Chief attended legislative meeting with Senator Bates and stakeholders regarding Senate Bill 106. The parts of the bill that had created concern were removed.
 10. Fire Chief published article in April issue of Fire Engineering.
 11. Forest Grove: Division Chief O'Connor continues research on mobile fire training simulator for grant award.
 12. Forest Grove: Captain Joe Smith advertised two surplus apparatus for sale.
 13. Joint: Division Chief O'Connor re-elected for third term as president of Washington County Training Officer Association, Fire Chief re-elected for third term as president of Oregon Fire Instructors Association.
 14. Forest Grove: Captain Mike Lanter began process for installation of grant funded generator for Gales Creek Station.
 15. Forest Grove: Completed development of PSAC bylaws and obtained approval from PSAC and Forest Grove City Council.
 16. Forest Grove: Completed interior repainting of downstairs of Station 4.
 17. Joint: Meeting of Fire Chiefs from Banks, Gaston, Washington County District #2 and Forest Grove/Cornelius to discuss partnership concepts, facilitated by George Dunkel from SDAO. Current partnership initiatives being discussed with surrounding districts:
 - Intern program coordination
 - Physical agility test
 - Hose, ladder and apparatus testing
 - Apparatus maintenance

Forest Grove Fire & Rescue

Incident Type Report (Summary)

Alarm Date Between {04/01/2011} And {04/30/2011}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
1 Fire				
111 Building fire	2	0.88%	\$139,200	84.77%
113 Cooking fire, confined to container	1	0.44%	\$0	0.00%
121 Fire in mobile home used as fixed residence	1	0.44%	\$25,000	15.22%
138 Off-road vehicle or heavy equipment fire	1	0.44%	\$0	0.00%
160 Special outside fire, Other	1	0.44%	\$0	0.00%
	6	2.65%	\$164,200	100.00%
3 Rescue & Emergency Medical Service Incident				
300 Rescue, EMS incident, other	8	3.53%	\$0	0.00%
311 Medical assist, assist EMS crew	49	21.68%	\$0	0.00%
321 EMS call, excluding vehicle accident with	100	44.24%	\$0	0.00%
322 Motor vehicle accident with injuries	4	1.76%	\$0	0.00%
324 Motor Vehicle Accident with no injuries	2	0.88%	\$0	0.00%
	163	72.12%	\$0	0.00%
4 Hazardous Condition (No Fire)				
410 Combustible/flammable gas/liquid condition,	1	0.44%	\$0	0.00%
412 Gas leak (natural gas or LPG)	1	0.44%	\$0	0.00%
413 Oil or other combustible liquid spill	1	0.44%	\$0	0.00%
	3	1.32%	\$0	0.00%
5 Service Call				
531 Smoke or odor removal	1	0.44%	\$0	0.00%
553 Public service	1	0.44%	\$0	0.00%
554 Assist invalid	15	6.63%	\$0	0.00%
561 Unauthorized burning	1	0.44%	\$0	0.00%
	18	7.96%	\$0	0.00%
6 Good Intent Call				
611 Dispatched & cancelled en route	1	0.44%	\$0	0.00%
611A Cancelled en route - Automatic Fire Alarm	8	3.53%	\$0	0.00%
611B Cancelled en route - Medical Calls	9	3.98%	\$0	0.00%
611C Cancelled en route - Motor Vehicle	2	0.88%	\$0	0.00%
611F Cancelled en route - Mutual Aid Fire	2	0.88%	\$0	0.00%
622 No Incident found on arrival at dispatch	3	1.32%	\$0	0.00%
631 Authorized controlled burning	2	0.88%	\$0	0.00%

Forest Grove Fire & Rescue

Incident Type Report (Summary)

Alarm Date Between {04/01/2011} And {04/30/2011}

Incident Type	Count	Pct of Incidents	Total Est Loss	Pct of Losses
	27	11.94%	\$0	0.00%
7 False Alarm & False Call				
730 System malfunction, Other	1	0.44%	\$0	0.00%
733 Smoke detector activation due to	2	0.88%	\$0	0.00%
735 Alarm system sounded due to malfunction	1	0.44%	\$0	0.00%
743 Smoke detector activation, no fire -	3	1.32%	\$0	0.00%
745 Alarm system activation, no fire -	2	0.88%	\$0	0.00%
	<u>9</u>	<u>3.98%</u>	<u>\$0</u>	<u>0.00%</u>

Total Incident Count: 226

Total Est Loss:

\$164,200



Forest Grove Police Department Monthly Report - April 2011



Patrol Division Activities

Homicide	Robbery	Rape	Sexual Assaults	Burglary	Theft	Agg. Assault	Domestic Assault	Simple Assault	DUII	Graffiti	Detox	Motor Vehicle Crash	Traffic Citations	Arrests
0	0	1	0	5	21	6	5	6	2	1	1	5	151	46

Highlights: *Taser Update Training Completed*
Defensive Tactics Update Training Completed
Career Officer Development Course Completed by Ofc. Hane
Several 1 oz + drug seizures from traffic stops -

Investigations Division Activities

Assigned Cases	Cases Closed	Arrests	Charges	Reports	Follow-Up Reports	Hours on Patrol	Search Warrants	Patrol Search Warrant	Major Crimes Team Calls
41	21	1	3	36	24	32	0	0	0

Highlights:

- 4 additional elder abuse cases assigned this month.
- Det Hall and Det Smith attended the 2011 Child Abuse Summit.
- Det Smith continues attending IPSLEI Course
- Provided UC security for Pacific University speaker
- Organized and staffed career day with Hillsboro Chamber
- Det Smith attended 1st meeting of the governor's task force on Elder Abuse Prevention Act
- Investigation continuing on multiple sex crimes and victims involving same suspect
- Release Hearing Affidavit being prepared for upcoming court on Fitzgerald homicide case

Community Service Officer Activities

Community Meetings	NW Contacts	Events	Contacts	Fingerprint	Graffiti Checked	Graffiti Removed	Observed Abandoned Vehicles	Removed Abandoned Vehicles	Towed Abandoned Vehicles	Parking Citations	Parking Warnings
3	2	3	29	6	9	4	19	16	0	26	2

Highlights:
 Completed 40 hours of training for Domestic Violence
 Successfully worked with landlord to clear property next to Chamber of 5 abandoned vehicles
 Times Litho initiated grounds cleanup and dumpster removal through cooperative agreement
 Initiated private property cleanup with neighborhood resulting in removal of 7 vehicles
 Assisted lobby contacts for parenting issues (3)
 Completed defense training
 Successfully mediated parking dispute between neighbors on 23rd Ave
 Neighborhood party for 5 children on 22nd Plc
 Assisted at the Cultural Center with prep for children's fair
 Visited local businesses to address parking in a friendly way (7)
 Assisted WCPA in personal safety class for Ruralite

Memorandum

To: Mayor Truax and City Councilors
From: Anna D. Ruggles, City Recorder
Subject: Make Appointment to Planning Commission
Date: June 27, 2011

BACKGROUND:

There currently exists one vacancy on the Planning Commission, term expiring December 31, 2014.

The Council interviewed Richard Kidd, January 24, 2011, in Work Session, for a position on the Planning Commission; however, at the time of Kidd's interview there were no vacancies available. As a result, Council requested to keep Kidd's application on file in case a vacancy occurred. Staff has contacted Kidd who has advised staff that he is available and interested in serving and filling the vacancy on the Planning Commission.

STAFF RECOMMENDATION:

Staff is recommending the City Council consider approving at the Council meeting of June 27, 2011, a resolution appointing Richard Kidd to the Planning Commission to fill the vacancy, term expiring December 31, 2014. If Council desires not to make this appointment, Council may reject placing this item on the Consent Agenda and/or discuss separately.



RESOLUTION NO. 2011-64

RESOLUTION MAKING APPOINTMENT
TO THE CITY OF FOREST GROVE
PLANNING COMMISSION

WHEREAS, the City of Forest Grove has provided for a Planning 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, the City Council has received application(s) from citizen(s) desiring to serve on the Planning Commission, and subsequently interviewed citizen(s) making application for service 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 Planning Commission for the following term (new appointment noted in **CAPS** and **BOLD**):

<u>Last Name</u>	<u>First Name</u>	<u>Term Expires</u>
Arnott	Luann	December 31, 2013
Beck	Thomas	December 31, 2011
Hymes	Carolyn	December 31, 2013
KIDD	RICHARD	December 31, 2014
Kingston	Charles	December 31, 2011
Miller	Carl "Al"	December 31, 2013
Nakajima	Lisa	December 31, 2014

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

PRESENTED AND PASSED this 27th day of June, 2011.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 27th day of June, 2011.

Peter B. Truax, Mayor

Memorandum

To: City Council
From: James Reitz, Senior Planner
Jon Holan, Community Development Director
Rob Foster, Public Works Director
Michael Sykes, City Manager
Date: June 27, 2011
Re: Revised Right-of-Way Ordinance

ISSUE STATEMENT: Pursuant to the direction of the City Council at the June 13th public hearing, staff is submitting a revised ordinance incorporating the revisions sought by the Council pertaining to off-site sandwich board signs. There are also additional amendments pertaining to real estate and garage sale signs.

BACKGROUND: At the June 13th public hearing, the City Council directed staff to submit a new amendment to the Right-of-Way code to allow an additional sandwich board sign in the public right-of-way in front of another property. It is staff's understanding that there are two caveats with this provision. The property owner where the sign is placed must give permission for the sign and that only one sign is allowed in the right-of-way in front of any property. This replaces the tourist oriented signs proposed in the previous ordinance. As a note, sandwich board signs are referred to as portable signs in the code.

Section 3.910 (2)(g)i) is proposed to implement the Council's direction. It would allow for an additional portable sign anywhere in the public right-of-way provided the owner of the property where the sign is placed gives written permission. The section also limits the total number of portable signs to one on any parcel. This is intended to prevent the proliferation of these signs at any one location. The subsection also provides some clarifying language to make certain that sandwich board signs are included as portable signs.

The proposed amendment also incorporates the real estate signs proposed in the previous version (Section 3.910 (2)iii)). Staff has revised the beginning time limits on Friday from noon to 6 a.m.

Staff is also proposing to amend the provisions of the garage sale signs to allow up to two temporary signs off-site (Section 3.910 (2)ii)). We are also proposing to amend the time limits. The time provision of up to 8 calendar days per year is difficult to enforce. Thus, staff is proposing to use the same time limits as for real estate signs. Using the same time limits makes it easier to enforce.

As written, the provisions for tourist-oriented business have been removed. Thus, the offsite sign can be used by any party (business, non-profit, etc.) and not be limited to tourist oriented businesses.

Alternative Amendment (Identified as Option 1): Staff has also included an alternative to allow tourist-oriented businesses the option of having either a portable (i.e. sandwich board) or a city erected tourist sign (referred to as a “blue sign” at the last meeting). Besides allowing an option, the advantage of this approach is that it establishes a policy on the type of signage the City would erect. The proposed amendment would still legally allow the City to erect blue signs (or any other signs). This is because signs erected by a governmental agency are exempt from both the Right of Way (per Section 3.900) and Sign (per Section 10.8.810 A) codes. The proposed alternative would establish requirements and limitations for the erection of city signs.

The proposal and alternative presents two policy issues for the Council to consider. First, should the offsite signage be limited to tourist-oriented businesses? Second, should the offsite signage be only portable signs, or the option of either portable or city installed signs?

STAFF RECOMMENDATION: Staff recommends that the Council consider the proposed amendments and alternative, incorporating any other changes the Council may wish to provide, and take action on the appropriate Ordinance.



**City Council Meeting
Monday, June 27, 2011**

**NOTICE OF CONTINUANCE
PUBLIC HEARING**

Held Monday, June 13, 2011

**PROPOSED ORDINANCE AMENDING
FOREST GROVE CITY CODE SECTION 3.900,
PERMITTED USES OF THE PUBLIC WAY**

NOTICE IS HEREBY GIVEN that the Forest Grove City Council will continue the Public Hearing **Monday, June 27, 2011, at 7:00 p.m. or thereafter**, in the Community Auditorium, 1915 Main Street, Forest Grove, to consider adopting a proposed ordinance amending Forest Grove Code Section 3.900, Permitted Uses of the Public way. The proposed ordinance, if enacted by the Forest Grove City Council, would take effect on the thirtieth day (30th) after enactment unless the City Council declares an emergency taking effect immediately.

This hearing is open to the public and interested parties are encouraged to attend. A copy of the report and proposed amended ordinance are available for inspection before the hearing at the City Recorder's Office or by visiting the City's website at www.forestgrove-or.gov. Written comments or testimony may be submitted at the hearing or sent to the attention of the City Recorder's Office, P. O. Box 326, 1924 Council Street, Forest Grove, OR 97116, prior to the hearing. For further information, please call Anna Ruggles, City Recorder, at 503.992.3235.

Anna D. Ruggles, CMC, City Recorder
City of Forest Grove

ORDINANCE NO. 2011-08

ORDINANCE AMENDING FOREST GROVE CODE SECTION 3.910
TO ALLOW OFFSITE TEMPORARY AND PORTABLE SIGNS
AND REPEALING CODE SECTIONS FROM ORDINANCE NO. 2009-13

WHEREAS, public rights-of-way are commonly used for private purposes, including signage, product displays, and news racks; and

WHEREAS, some members of the community have requested greater latitude to place signs in the right-of-way for limited periods, particularly for businesses located away from the couplet, and for real estate open houses; and

WHEREAS, notice of the City Council hearing on this ordinance was published in the *News Times* on June 8, 2011; and

WHEREAS, the City Council held a duly-noticed Public Hearing on the proposed ordinance on June 13 and continued the hearing on June 27, 2011.

NOW, THEREFORE, THE CITY OF FOREST GROVE ORDAINS AS FOLLOWS:

SECTION 1. The City of Forest Grove City Council hereby approves and adopts the amendments to Forest Grove Code Section 3.910 (attached as Exhibit A) to revise the regulation of sign placement and duration in the public right-of-way

SECTION 2. Ordinance No. 2009-13 and portions thereof inconsistent or conflicting with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 3. This ordinance is effective 30 days following its enactment by the City Council.

PRESENTED AND PASSED the first reading the 27th day of June, 2011.

PASSED the second reading the 11th day of July, 2011.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 11th day of July, 2011.

Peter B. Truax, Mayor

ORDINANCE NO. 2011-08
EXHIBIT A

UNDERLINE INDICATES NEW TEXT
STRIKETHROUGH INDICATES TEXT TO BE DELETED

3.910 OBSTRUCTIONS TO PUBLIC PASSAGE

(2) All obstructions shall comply with the following restrictions and conditions:

(g) No obstruction shall be placed:

- i) Within three (3) feet of any marked pedestrian crosswalk as measured from the point of intersection between a crosswalk and the sidewalk curbing closest to the intended location of said object.
- ii) Within five (5) feet of any intersecting driveway, alley or street.
- iii) In a manner reducing the clear, continuous sidewalk width to less than five (5) feet.
- iv) In a manner interfering with ingress or egress from private property or public facilities.
- v) Such that the placement causes a hazard for pedestrian or vehicular traffic or obstructs the view of such traffic from the public way.

(h) No object or obstruction shall be attached in any way to a fire hydrant or other emergency equipment, traffic signal controller, traffic sign, light pole, utility pole, or street tree.

(i) Temporary obstructions shall be removed by the expiration date on the permit or as required by this ordinance.

(j) Other than signs, no commercial advertising shall be permitted on long-term obstructions.

(k) All objects shall be maintained by the owner of the object at all times, in a clean, neat and attractive condition and in good repair. The area around said object shall be kept free of debris and litter at all times.

(l) No sign, awning or architectural features shall be located less than eight (8) feet in height as measured from the sidewalk surface.

(m) Temporary and portable signs within the public right-of-way shall be subject to the following provisions:

- i) Each commercially or industrially-zoned property shall be permitted one portable sign, either on the premises or in the right-of-way located directly adjacent to the property to which the sign pertains. An additional portable sign may be placed within right-of-way in front of any other property provided that the owner of the property where the sign is placed gives written permission for the placement of the sign. In no case shall there be more than one portable sign placed in the right-of-way in front of any property. Signs shall be professionally prepared, shall not be larger than six (6) square feet, shall contain no moving parts and shall not be lighted. Signs shall be removed at the close of business each day. Obstructions other than signs can be placed anywhere in the public way subject to the provisions of this Code.

~~(h~~ ii) One temporary sign shall be permitted per frontage in the right-of-way located directly adjacent to the property to which the sign pertains and up to two

temporary signs may be placed anywhere within the public right-of-way consistent with the requirements of this ordinance. Said signs shall not exceeding four (4) square feet in area, which is erected for a maximum of eight (8) days in any calendar year and is removed by sunset on any day it is erected are allowed from 6:00 a.m. on Friday to Sunday at 6:00 p.m. and must be removed promptly thereafter. Such signs are typically used for garage sales. No permit shall be required for such signs.

iii) Up to two temporary signs during the time of sale, lease or rental of a lot or structure. The signs can be located anywhere in a residential, commercial or industrial zone district within the public right-of-way with each sign not exceeding six (6) square feet in size and 30 (thirty) inches in height. Said signs are allowed from 6:00 a.m. on Friday to Sunday at 6:00 p.m. and must be removed promptly thereafter. No permit shall be required for such signs.

(n) Obstructions other than vending machines shall be located directly adjacent to the property to which the obstruction pertains.

(2 3) In addition to the provisions of subsections (1) and (2) above, non-movable obstructions shall:

- (o) be located at least ten (10) feet as measured along the curb from any fire hydrant or other emergency equipment or facility;
- (p) be located at least three (3) feet from any traffic signal controller, traffic sign, light pole or utility pole.
- (q) shall not be located over a utility vault, meter cover, manhole or access cover.

3.915 LOCATION PERMIT

No amendments.

3.920 OBJECTS TO BE REMOVED UPON NOTICE

No amendments.

3.925 ENFORCEMENT

No amendments.

3.930 RESPONSIBILITY

No amendments.

3.935 PENALTY IMPOSED

No amendments.

3.940 PERMIT FEE

No amendments.

Proposed
Ordinance
Option
1

OPTION 1

ORDINANCE NO. 2011-08 EXHIBIT A

UNDERLINE INDICATES NEW TEXT
STRIKETHROUGH INDICATES TEXT TO BE DELETED

3.900 PERMITTED USES OF THE PUBLIC WAY

The purpose of Code Sections 3.900 through 3.940 is to reduce congestion and unsightly clutter, to keep public rights-of-way clear for safe and convenient travel by pedestrians, and to protect the City from claims of liability based upon the placement of obstructions within the public way. Notwithstanding the applicable provisions of this ordinance pertaining to signs not adjacent to a premise, ~~Obstructions~~ permitted by a city, county, regional, state, or federal agency are exempt from the provisions of this Code.

3.905 DEFINITIONS

(11) TOURIST-ORIENTED BUSINESS – A facility that offer a cultural, historical, recreational, educational, entertaining or food service activity, or a unique and unusual commercial activity whose major income or visitors is derived from motorists not residing in the immediate area of the business. Bed and breakfast establishments conforming to the requirements of Development Code Section 10.7.025 to 10.7.035 shall be included as tourist-oriented.

(142) VENDING MACHINE - Any self-service box, container, storage unit or other dispenser used for the display and/or sale of any item, such as (but not limited to) beverages, newspapers, periodicals, magazines, books, pictures, photographs, advertising circulars, and records.

3.910 OBSTRUCTIONS TO PUBLIC PASSAGE

(2) All obstructions shall comply with the following restrictions and conditions:

(a) No obstruction shall be placed:

- i) Within three (3) feet of any marked pedestrian crosswalk as measured from the point of intersection between a crosswalk and the sidewalk curbing closest to the intended location of said object.
- ii) Within five (5) feet of any intersecting driveway, alley or street.
- iii) In a manner reducing the clear, continuous sidewalk width to less than five (5) feet.
- iv) In a manner interfering with ingress or egress from private property or public facilities.
- v) Such that the placement causes a hazard for pedestrian or vehicular traffic or obstructs the view of such traffic from the public way.

- (b) No object or obstruction shall be attached in any way to a fire hydrant or other emergency equipment, traffic signal controller, traffic sign, light pole, utility pole, or street tree.
- (c) Temporary obstructions shall be removed by the expiration date on the permit or as required by this ordinance.
- (d) Other than signs, no commercial advertising shall be permitted on long-term obstructions.
- (e) All objects shall be maintained by the owner of the object at all times, in a clean, neat and attractive condition and in good repair. The area around said object shall be kept free of debris and litter at all times.
- (f) No sign, awning or architectural features shall be located less than eight (8) feet in height as measured from the sidewalk surface.
- (g) A tourist-oriented business may either have an offsite portable sign as provided by subsection (h) i) below or a city sign as provided by subsection (j) below.
- (h) Temporary and portable signs within the public right-of-way shall be subject to the following provisions:
 - i) Each commercially or industrially-zoned property shall be permitted one portable sign, either on the premises or in the right-of-way located directly adjacent to the property to which the sign pertains. An additional portable sign for tourist oriented businesses may be placed within right-of-way in front of any other property provided that the owner of the property where the sign is placed gives written permission for the placement of the sign. In no case shall there be more than one portable sign placed in the right-of-way in front of any property. Signs shall be professionally prepared, shall not be larger than six (6) square feet, shall contain no moving parts and shall not be lighted. Signs shall be removed at the close of business each day. Obstructions other than signs can be placed anywhere in the public way subject to the provisions of this Code. Portable signs are typically signs known as sandwich board signs.
 - ~~(h)~~ ii) One temporary sign shall be permitted per frontage in the right-of-way located directly adjacent to the property to which the sign pertains and up to two temporary signs may be placed anywhere within the public right-of-way consistent with the requirements of this ordinance. Said signs shall not exceeding four (4) square feet in area, which is erected for a maximum of eight (8) days in any calendar year and is removed by sunset on any day it is erected are allowed from 6:00 a.m. on Friday to Sunday at 6:00 p.m. and must be removed promptly thereafter. Such signs are typically used for garage sales. No permit shall be required for such signs.
 - iii) Up to two temporary signs during the time of sale, lease or rental of a lot or structure. The signs can be located anywhere in a residential, commercial or industrial zone district within the public right-of-way with each sign not exceeding six (6) square feet in size and 30 (thirty) inches in height. Said signs are allowed from 6:00 a.m. on Friday to Sunday at 6:00 p.m. and must be removed promptly thereafter. No permit shall be required for such signs.
- (i) Obstructions other than vending machines shall be located directly adjacent to the property to which the obstruction pertains.
- (j) Signs allowed for tourist-oriented businesses on streets under City jurisdiction.
 - i) Not more than one sign is allowed per business.
 - ii) Only one sign shall be allowed on a street sign pole and more than one sign can be allowed one other poles.
 - iii) Said signs shall be approved, located and erected by the Public Works Director.

(3) In addition to the provisions of subsections (1) and (2) above, non-movable obstructions shall:

- (a) be located at least ten (10) feet as measured along the curb from any fire hydrant or other emergency equipment or facility;
- (b) be located at least three (3) feet from any traffic signal controller, traffic sign, light pole or utility pole.
- (c) shall not be located over a utility vault, meter cover, manhole or access cover.
- (k) shall not be located over a utility vault, meter cover, manhole or access cover.

3.915 LOCATION PERMIT

No amendments.

3.920 OBJECTS TO BE REMOVED UPON NOTICE

No amendments.

3.925 ENFORCEMENT

No amendments.

3.930 RESPONSIBILITY

No amendments.

3.935 PENALTY IMPOSED

No amendments.

3.940 PERMIT FEE

No amendments.

June 27, 2011

**STAFF REPORT AND RESOLUTION SETTING CERTAIN
FEES FOR WATER AND LIGHT & POWER**

PROJECT TEAM: Rob Foster, Director, Public Works
Susan Cole, Assistant Director, Administrative Services
Paul Downey, Director, Administrative Services
Michael Sykes, City Manager

ISSUE STATEMENT: The attached resolution proposes to increase water fees for particular services and circumstances not covered by the monthly user rates. In addition, certain fees charged by Light and Power are set equal to the equivalent water fee, so the pertinent Light and Power fees are also included.

BACKGROUND: The City engaged the services of FCS Group (FCS) to perform a cost of service analysis on the City's water utility to ensure that rates and are recovering adequate revenue in an equitable manner. This review also covered the miscellaneous services and their associated fees not covered by the monthly user rates. Because many of the fees also apply to Light and Power, the fees charged for Light and Power in these areas are set equal to the water fees. The following identifies the fees and offers a brief explanation:

1. Water shut off/on at customer request: The City desires for property owners to call the Public Works Department to turn off & back on water meters, and not do it themselves. This prevents unintended damage to the water meter. The attached fee resolution proposes to set this fee to zero to remove a price signal that may prevent people from calling the City for this service.
2. Water shut off/on at customer request, after hours: While the City wants to encourage people to call for meter shut offs/ons during business hours and not do it themselves, at the same time the City does not want to perform this service after hours or on weekends. The proposed \$150.00 fee is set to recover the cost of overtime if staff are sent out after-hours or weekends to shut off or turn on a meter. There could be unusual or extraordinary circumstances where the City may agree to waive this fee, for example, if a strong wind storm blows a tree down that takes the meter with it. The City may have an interest in fixing the problem right away and not discourage someone calling in the problem due to the fee, therefore, the proposed resolution allows the Public Works Director to waive this fee on a case-by-case basis.

3. Non-Payment Disconnect Fee and Non-Payment Reconnection Service, and After Hours Additional Surcharge : This fee applies both to Light and Power and Water. Currently, these fee are combined into just the “Non-Payment Reconnection Service” and is currently \$42.00. However, due to the number of rentals and move-in/move out activity, the City is proposing to split the fee into two parts – one part for disconnect, and one part for reconnect. This split will make the fee easier to administer between move-ins and move-outs. Also, the two fees are going up. Splitting the current \$42.00 into a disconnect fee and a reconnection service would mean \$21.00 each. The proposal is to charge \$30.00 each for disconnect for non-pay and reconnect once payment is made. This increase is based on the cost-of-service study that was performed, which found that the City was not recovering the cost of servicing accounts that must be disconnected due to non-payment.

If a customer is disconnected due to non-payment, and wants to be re-connected after hours, an additional \$100.00 surcharge will apply in order to recover the cost of sending staff after hours to reconnect the service.

4. Water meter tamper/damage fee: This fee applies both to Light and Power and Water. At times, a customer will tamper and/or damage a meter. The proposed fee of \$175.00 is intended to cover the administrative cost of dealing with the situation and to discourage people from tampering with one of the City's meters. If the meter needs to be repaired or replaced, those actual costs will also apply in addition to this tamper fee.
5. Water Stand-By Service: This annual fee is for the service of taking a customer's water meter out of service when there is no consumption, and then placing it back into service after a period of time. This service helps customers avoid the monthly meter charges if a meter will be out of service for a long period of time (longer than seven months), and also helps the City manage its meter inventory. The meter that is taken out of service may be put to use in a different location. Once a meter comes off of stand-by, a different meter may be used. However, because meter technology does change, if a meter is on stand-by for five or more years and then is requested to go back in service, the customer will have to pay for a new meter. An example of a meter on stand-by service may be a development or commercial building or vacant property that has paid all the water system development charges, has installed pipes, but yet no service is expected for seven or more months.
6. Water Connections – Drop In and Full Service: The proposed resolution proposes to charge the actual cost for water meter drop-ins and water full service connections. The Public Works Department maintains a comprehensive work order system, so charging actual cost is feasible.

FISCAL IMPACT: The proposed fee structure will yield approximately \$30,000 in revenue between the Light and Power and Water funds. These funds will replenish both funds' reserves which have been budgeted to cover capital expenditures for FY 2011-12.

STAFF RECOMMENDATION: Staff recommends the Council approve the attached resolution setting water and certain light and power fees as listed in the attached Exhibits.



June 16, 2011

NewsTimes

Legal Ads/Public Notice:

To be published: Wednesday, June 22, 2011

NOTICE OF PUBLIC HEARING PROPOSED RESOLUTION SETTING LIGHT AND POWER-RELATED FEES FOR THE CITY OF FOREST GROVE

NOTICE IS HEREBY GIVEN that the Forest Grove City Council will hold a Public Hearing **Monday, June 27, 2011, at 7:00 p.m. or thereafter**, in the Community Auditorium, 1915 Main Street, Forest Grove, to consider adopting a resolution setting Light and Power non-payment reconnection service and electric meter tamper/damage fees for the City of Forest Grove. The proposed Light and Power-related fees would be effective upon approval by the City Council and shall become effective July 1, 2011.

Forest Grove Fee Schedule

LIGHT AND POWER	<u>Proposed Fees - 7/1/11</u>
Non-Payment Disconnect Fee	30.00 Charged at the time of disconnect.
<hr/>	
Non-Payment Reconnection Service -	
During City Hall Business Hours	30.00 Charged at the time of disconnect.
After City Hall Business Hours	
After City Hall Business Hours Additional Surcharge	100.00
<hr/>	
Electric Meter Tamper/Damage Fee	175.00 Plus cost to repair/replace meter

This hearing is open to the public and interested parties are encouraged to attend. A copy of the report and proposed resolution are available for inspection before the hearing at the City Recorder's Office or by visiting the City's website at www.forestgrove-or.gov. Written comments or testimony may be submitted at the hearing or sent to the attention of the City Recorder's Office, P. O. Box 326, 1924 Council Street, Forest Grove, OR 97116, prior to the hearing. For further information, please call Anna Ruggles, City Recorder, at 503.992.3235.

Anna D. Ruggles, CMC, City Recorder
City of Forest Grove

Published Wednesday, June 22, 2011



RESOLUTION NO. 2011-56

**RESOLUTION SETTING CERTAIN FEES FOR WATER AND
LIGHT AND POWER, EFFECTIVE JULY 1, 2011,
AND REPEALING RESOLUTION 2010-40**

WHEREAS, the City Code Section 2.601 requires fees and charges be adjusted annually in July of each year in accordance with City Code Section 2.605; and

WHEREAS, the certain fees and charges for water and light and power were previously set by Resolution No. 2010-40; and

WHEREAS, staff has prepared the resolution with the proposed fees and charges attached as Exhibits 1 and 2; and

WHEREAS, notice of the City Council hearing on this resolution was published in the *NewsTimes* on June 22, 2011; and

WHEREAS, the City Council held a duly-noticed Public Hearing on the proposed resolution on June 27, 2011.

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

- Section 1.** The water fees listed on Exhibit 1 of this resolution are hereby adopted as of July 1, 2011.
- Section 2.** The light and power fees listed on Exhibit 2 of this resolution are hereby adopted as of July 1, 2011.
- Section 3.** Resolution No. 2010-40, sections thereof, are hereby repealed upon the effective implementation of date of the foregoing fees listed in Exhibits 1 and Exhibit 2.
- Section 4.** The fees listed in Exhibits 1 and 2 are non-refundable.
- Section 5.** This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 27th day of June, 2011.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 27th day of June, 2011.

Peter B. Truax, Mayor

Forest Grove Fee Schedule Exhibit 1

	Adopted Fees - 7/1/10	Proposed Fees - 7/1/11	
WATER			
Water Shut-Off/On During Public Works Business Hours (Customer Request)	25.00	0.00	
Water Shut-Off/On After Public Works Business Hours (Customer Request)	75.00	150.00	If determined by Public Works Director circumstances beyond control of property owner, fee may be waived
Non Payment Disconnect Fee	0.00	30.00	Charged at the time of disconnect.
Non Payment Reconnection Service -			
During City Hall Business Hours	42.00	30.00	Charged at the time of disconnect.
After City Hall Business Hours-Mon-Fri 5:01pm-8:00pm	135.00		
After City Hall Business Hours Additional Surcharge (After hours reconnection service not available on weekends or holidays)	Mon - Fri 5:01pm - 8:00pm only	100.00	
Water Meter Tamper/Damage Fee	\$150.00 plus cost to repair/replace	175.00	Plus cost to repair/replace meter
Water Stand-By Service (Annual)	25.00	50.00	Meter out of service for 7+ months
Water Stand-By Service- outside City limits (Annual)		100.00	Meter out of service for 7+ months
Water Connections - Drop In			
3/4-inch Meter	270.00	Actual cost	\$200 deposit
1-inch Meter	325.00	Actual cost	\$200 deposit
1 1/2-inch Meter	641.00	Actual cost	\$500 deposit
2-inch Meter	1036.00	Actual cost	\$500 deposit
3-inch Meter	actual cost	Actual cost	\$1,000 deposit
4-inch Meter	actual cost	Actual cost	\$1,000 deposit
> 4-inch Meter	actual cost	Actual cost	\$1,000 deposit
Water Connections - Full Service			
3/4-inch Meter	1150.00	Actual cost	\$1,000 deposit
1-inch Meter	1200.00	Actual cost	\$1,000 deposit
1 1/2-inch Meter	1415.00	Actual cost	\$1,000 deposit
2-inch Meter	1525.00	Actual cost	\$1,000 deposit
3-inch Meter	actual cost	Actual cost	\$2,000 deposit
4-inch Meter	actual cost	Actual cost	\$2,000 deposit
> 4-inch Meter	actual cost	Actual cost	\$2,000 deposit

Forest Grove Fee Schedule Exhibit 2

Adopted Fees - 7/1/10

Proposed Fees - 7/1/11

LIGHT AND POWER

Non Payment Disconnect Fee	0.00	30.00	Charged at the time of disconnect.
<hr/>			
Non Payment Reconnection Service -			
During City Hall Business Hours	42.00	30.00	Charged at the time of disconnect.
After City Hall Business Hours	135.00		
After City Hall Business Hours Additional Surcharge		100.00	
<hr/>			
Electric Meter Tamper/Damage Fee	\$150.00 plus cost to repair/replace	175.00	Plus cost to repair/replace meter

June 27, 2011

STAFF REPORT AND RESOLUTION WATER RATES

PROJECT TEAM: Rob Foster, Director, Public Works
Susan Cole, Assistant Director, Administrative Services
Paul Downey, Director, Administrative Services
Michael Sykes, City Manager

ISSUE STATEMENT: The attached resolution proposes to increase water rates for the residential and commercial classes of customers. The rates for the multi-family and industrial classes of customers are proposed to remain the same. In addition, some larger customers have an additional meter referred to as a compound meter, that can be used for peak water usage and for fire service, for which currently there are no charges. Other customers have a separate fire services to their property for which there are currently no charges. The proposed water rates include new charges for these services.

BACKGROUND: As reported on April 25 in a Council work session, the City engaged the services of FCS Group (FCS) to perform a cost of service analysis on the City's water utility to ensure that rates are recovering adequate revenue in an equitable manner. The consultant presented four alternatives, with one preferred alternative. The preferred alternative increased the fixed charges for the residential and commercial classes in order to stabilize revenue, changed the blocks of water usage for residential usage, so that more water falls within the first block, and raised the price for the residential second and third blocks. The fixed meter charge depends upon the size of the meter the customer has. The larger the meter, the higher the fixed charge. Most residential customers have a 3/4 inch meter.

The proposed rates for the residential class of customers are as follows, using a 3/4 inch meter for the examples below:

- Increase the fixed monthly charge from \$13.28 to \$16.90 for a 3/4 inch meter;
- Change the first block of water used, which is currently 0 to 5,000 gallons of water used, to 0 to 7,000 gallons of water used;
- Keep the first block price the same, at \$1.35 per 1,000 gallons of water used;
- Change the second block of water used, which is currently 5,001 to 10,000 gallons of water used, to 7,001 to 15,000 gallons of water used;
- Change the rate for the second block by \$0.54 per 1,000 of gallons used, from \$2.21 to \$2.75;
- Change the third block of water used from any amount over 10,001 gallons used to any amount over 15,001 gallons used;
- Change the rate for the third block by \$0.75, from \$3.25 per 1,000 gallons used to \$4.00 per 1,000 gallons used.

For the average residential user, the proposed changes mean that water bill will increase by about \$2.00 per month. Because of the way the water usage blocks are changing, the average user will actually save money on usage charges, and that savings offsets the increase in the fixed charge.

The proposed rates for the commercial class of customers are as follows, using a 3/4 inch meter for the example below:

- Increase the fixed monthly charge from \$14.17 to \$16.15 for a 3/4 inch meter;
- Increase the usage charge from a flat \$1.83 per 1,000 gallons of water used to a flat \$1.99 per 1,000 gallons of water used.

For the average sized commercial customer, water bills will increase anywhere from \$2.00 per month to \$5.00 per month, depending upon usage.

For those customers with a compound meter, which is an additional metered service combined with their domestic service, for fire flow and peak usage, a new meter charge is proposed at \$50.00 per month, regardless of the size of meter. Some customers have a separate fire flow service altogether, which is not reflected in the current rates and charges. A new charge is proposed for this separate fire service, at \$6.00 per month, regardless of the size of the fire service.

The Council directed staff to educate and engage the public by holding an open house and by presenting information at the City's Farmers Market. As reported at the June 13 Council meeting, the City held an open house for water rates on June 2, 2011, at which no feedback was received.

City staff presented information on the water utility and the proposed rate increase at the Farmers Market on June 15, 2011. The flyer prepared for the Farmers Market is included in this packet. Staff spoke with approximately twenty people who stopped by. Of these, six people mentioned that a \$2.00 per month increase for the average residential user did not cause them any concern. One person commented that they did not think rates were high enough given the quality of our water and compared to the relatively higher rates in other jurisdictions. The others did not comment on the water rates specifically, but had more general questions and comments about the overall water system.

FISCAL IMPACT: The proposed rate structure will yield approximately \$200,000 in revenue. These funds will replenish the Water Fund's reserves which have been budgeted to cover capital expenditures for FY 2011-12.

STAFF RECOMMENDATION: Staff recommends the City Council adopt the attached resolution approving the proposed water rates.

Attachments:

Farmers Market Flyer

Residential water bill comparison to other jurisdictions, using 7,000 gallons

Residential water bill comparison to other jurisdictions, using 20,000 gallons

Resolution

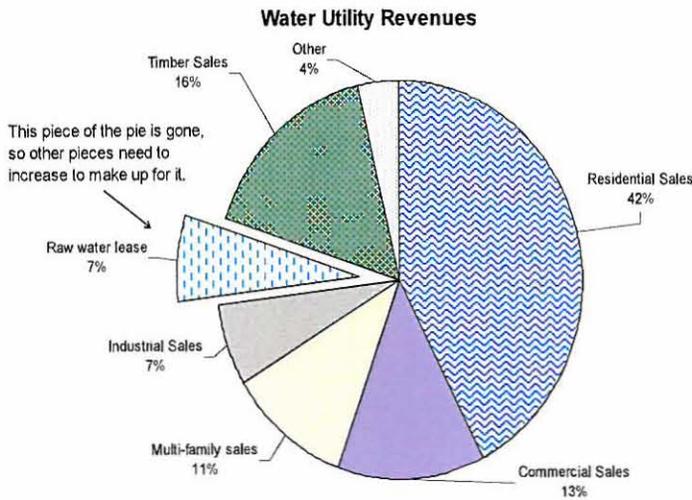
Water Rate Proposal

On July 27, 2011, the City Council will consider restructuring the water rates and increasing them. The average monthly residential water bill will increase about \$2.00 per month.

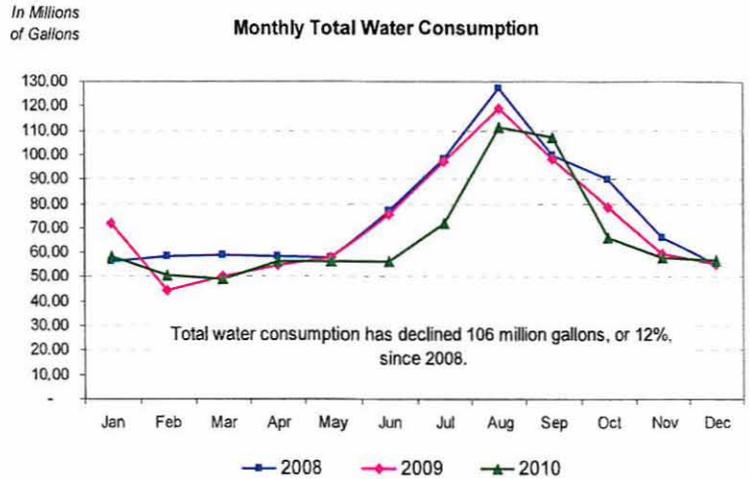
The rate increase is necessary because:

- The economic downturn has meant declining water revenue;
- The loss of revenue due to the end of leasing excess water to Tualatin Valley Water District;
- Maintaining the water operations & performing infrastructure improvements.

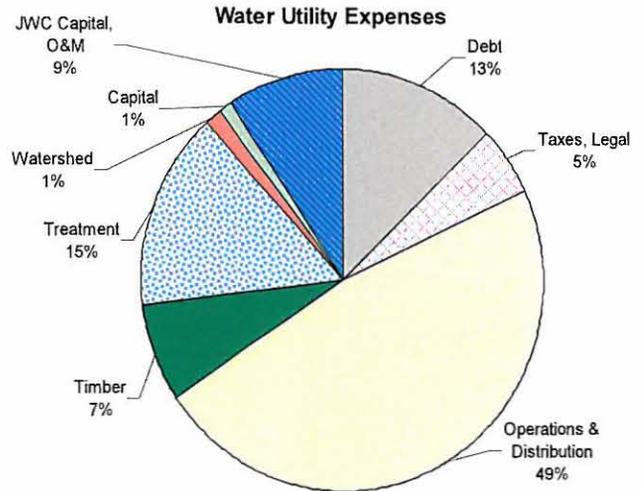
The next graph shows the water revenue “pie”, and the loss of revenue due to the end of leasing excess capacity.



This graph shows water consumption has declined 12% since 2008, dragging down water revenues:



However, the Water Utility Expense “Pie” still has to be funded:



Tear above

Comments? The City Council will consider the proposed rates at their June 27, 2011 meeting, scheduled for 7:00 pm in the Community Auditorium, located at 1915 Main Street. A Public Hearing on the rates will be held at that time. You may either write your comments below and drop off at City Hall by June 24, post your comments on Facebook by June 24, or come by the Public Hearing on June 27 and give your comments.

Name: (Optional) _____ Address: (Optional) _____

To fund the Water Utility expenses, the City Council will consider restructuring the water rates as follows:

- Increase the amount of water for the first and second tiers for residences;
- Increase the fixed charge;
- Increase the charges for high residential water uses.

The following tables show the effect on a residential water bill:

<i>Average Residential Use</i> Existing Rates			<i>Average Residential Use</i> Proposed Rates		
Volume		Charge per 1,000 gallons	Volume		Charge per 1,000 gallons
0 to 5,000 gallons		\$1.35	0 to 7,000 gallons		\$1.35
5,001 to 10,000 gallons		\$2.21	7,001 to 15,000 gallons		\$2.75
10,001 & over		\$3.25	15,001 & over		\$4.00
Fixed Charge		\$13.28	Fixed Charge		\$16.90
Residential Water Bill Example:					
Volume	Water Volume Used	Charge	Volume	Water Volume Used	Charge
1st 5,000 gallons @ \$1.35	5,000	\$6.75	1st 7,000 gallons @ \$1.35	7,000	\$9.45
Next 5,000 gallons @\$2.21	2,000	\$4.42	Next 8,000 gallons @\$2.75	-	\$0.00
Amt over 10,001 gallons	-	\$0.00	Amt over 15,001 gallons	-	\$0.00
TOTAL Volume	7,000	\$11.17	TOTAL Volume	7,000	\$9.45
+			+		
Fixed Charge		\$13.28	Fixed Charge		\$16.90
=			=		
Total Water Bill		\$24.45	Total Water Bill		\$26.35
			Increase over existing		\$1.90

<i>High Residential Use</i> Existing Rates			<i>High Residential Use</i> Proposed Rates		
Volume		Charge per 1,000 gallons	Volume		Charge per 1,000 gallons
0 to 5,000 gallons		\$1.35	0 to 7,000 gallons		\$1.35
5,001 to 10,000 gallons		\$2.21	7,001 to 15,000 gallons		\$2.75
10,001 & over		\$3.25	15,001 & over		\$4.00
Fixed Charge		\$13.28	Fixed Charge		\$16.90
Residential Water Bill Example:					
Volume	Water Volume Used	Charge	Volume	Water Volume Used	Charge
1st 5,000 gallons @ \$1.35	5,000	\$6.75	1st 7,000 gallons @ \$1.35	7,000	\$9.45
Next 5,000 gallons @\$2.21	5,000	\$11.05	Next 8,000 gallons @\$2.75	8,000	\$22.00
Amt over 10,001 gallons	10,000	\$32.50	Amt over 15,001 gallons	5,000	\$20.00
TOTAL Volume	20,000	\$50.30	TOTAL Volume	20,000	\$51.45
+			+		
Fixed Charge		\$13.28	Fixed Charge		\$16.90
=			=		
Total Water Bill		\$63.58	Total Water Bill		\$68.35
			Increase over existing		\$4.77

Tear above

Comments? The City Council will consider the proposed rates at their June 27, 2011 meeting, scheduled for 7:00 pm in the Community Auditorium, located at 1915 Main Street. A Public Hearing on the rates will be held at that time. You may either write your comments below and drop off at City Hall by June 24, post your comments on Facebook by June 24, or come by the Public Hearing on June 27 and give your comments.

Name: (Optional) _____ Address: (Optional) _____

Monthly Water Bill Comparison 2011-12

Estimated rate increases included, for a residential water customer
using 7,000 gallons (9.36 ccf) per billing cycle

CITY	RATE				TOTAL	Notes
	Volume					
	Base	Tier 1	Tier 2	Tier 3		
Cornelius	\$26.96	\$15.60	\$3.77	<i>not triggered in example</i>	\$46.33	(1)
Beaverton	\$9.00	\$23.12	<i>None</i>	<i>None</i>	\$32.12	(2)
TVWD	\$7.38	\$23.96	<i>not triggered in example</i>	<i>None</i>	\$31.34	(3)
Forest Grove	\$16.90	\$9.45	<i>not triggered in example</i>	<i>not triggered in example</i>	\$26.35	(4)
Hillsboro	\$10.45	\$10.24	\$2.69	<i>not triggered in example</i>	\$23.38	(5)

1 ccf = 100 cubic feet of water, or 748 gallons.

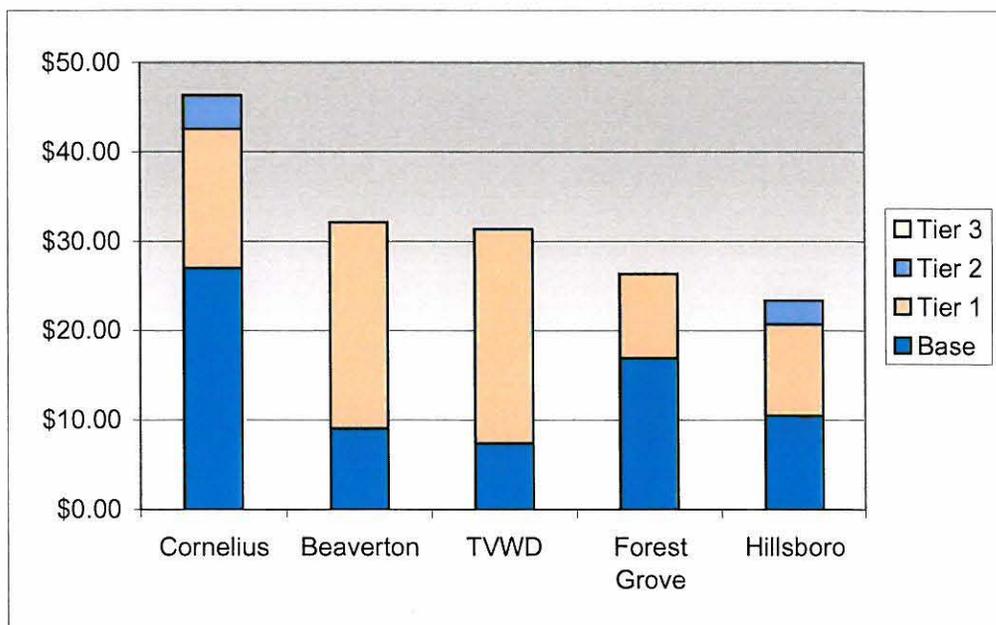
(1) Cornelius' third tier is \$5.56 per 1,000 gallons over 12,000 gallons.

(2) Beaverton does not have tiered rates.

(3) Tualatin Valley Water District's second tier is estimated to be \$3.66 per ccf over 29 ccfs. Proposed rate analysis goes to Board in July.

(4) Forest Grove's third tier is proposed at \$4.00 per 1,000 gallons over 15,001 gallons.

(5) Hillsboro's third tier is \$2.52 per ccf over 19 ccfs, or 14,212 gallons.



Monthly Water Bill Comparison 2011-12

Estimated rate increases included, for a residential water customer using 20,000 gallons (26.74 ccf) per billing cycle

CITY	RATE				TOTAL	Notes
	Volume					
	Base	Tier 1	Tier 2	Tier 3		
Cornelius	\$26.96	\$15.60	\$22.62	\$44.48	\$109.66	(1)
Beaverton	\$9.00	\$66.05	<i>None</i>	<i>None</i>	\$75.05	(2)
TVWD	\$7.38	\$68.45	<i>not triggered in example</i>	<i>None</i>	\$75.83	(3)
Forest Grove	\$16.90	\$9.45	\$22.00	\$20.00	\$68.35	(4)
Hillsboro	\$10.45	\$10.24	\$19.80	\$22.02	\$62.51	(5)

1 ccf = 100 cubic feet of water, or 748 gallons.

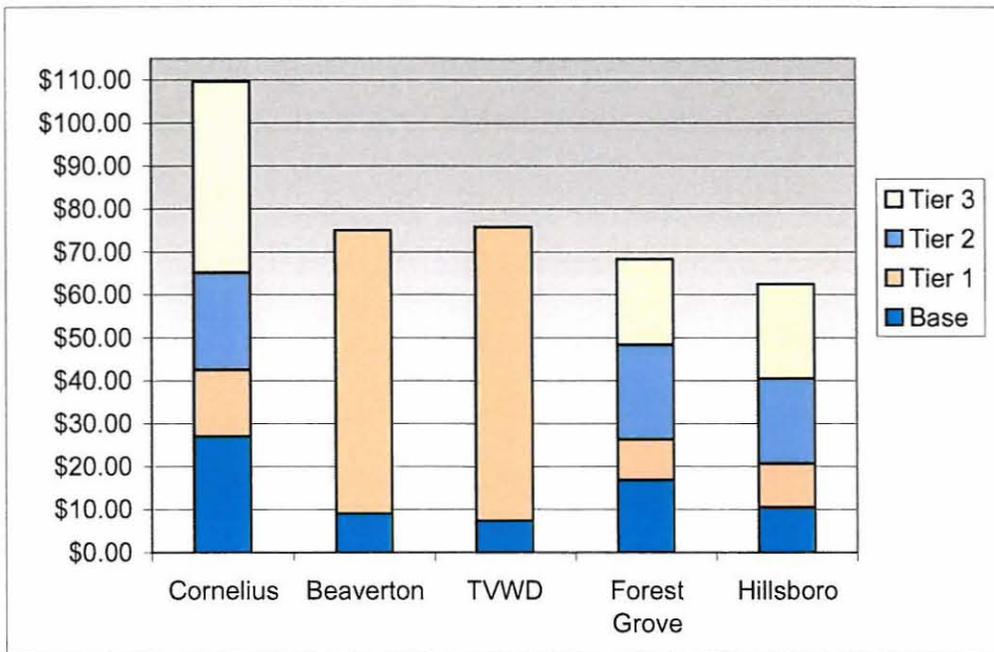
(1) Cornelius' third tier is \$5.56 per 1,000 gallons over 12,000 gallons.

(2) Beaverton does not have tiered rates.

(3) Tualatin Valley Water District's second tier is estimated to be \$3.66 per ccf over 29 ccfs. Proposed rate analysis goes to Board in July.

(4) Forest Grove's third tier is proposed at \$4.00 per 1,000 gallons over 15,001 gallons.

(5) Hillsboro's third tier is \$2.52 per ccf over 19 ccfs, or 14,212 gallons.





June 16, 2011

NewsTimes

Legal Ads/Public Notice:

To be published: Wednesday, June 22, 2011

NOTICE OF PUBLIC HEARING PROPOSED RESOLUTION SETTING WATER RATES AND WATER-RELATED FEES FOR THE CITY OF FOREST GROVE

NOTICE IS HEREBY GIVEN that the Forest Grove City Council will hold a Public Hearing **Monday, June 27, 2011, at 7:00 p.m. or thereafter**, in the Community Auditorium, 1915 Main Street, Forest Grove, to consider adopting a resolution setting water rates for Fiscal Year 2011-12, and a resolution setting water shut off/on, water non-payment reconnection service, water meter tamper/damage, and water connection fees for the City of Forest Grove. The proposed water rates and water-related fees would be effective upon approval by the City Council and shall become effective July 1, 2011.

Water Rates FY 2011-12

SF RESIDENTIAL CUSTOMER CLASS				
METER SIZE	MONTHLY FIXED RATE	USAGE RATES		
		TIER 1	TIER 2	TIER 3
		0 kgal to 7	7 kgal to 15	15 kgal & over
3/4" & less	\$16.90	\$1.35	\$2.75	\$4.00
1"	\$23.80	\$1.35	\$2.75	\$4.00
1.5"	\$35.29	\$1.35	\$2.75	\$4.00
2"	\$49.08	\$1.35	\$2.75	\$4.00

MF RESIDENTIAL CUST CLASS			COMMERCIAL CUST CLASS		
METER SIZE	MONTHLY FIXED RATE	USAGE RATE kgal	METER SIZE	MONTHLY FIXED RATE	USAGE RATE kgal
3/4" & less	\$13.28	\$1.89	3/4" & less	\$16.15	\$1.99
1"	\$18.31	\$1.89	1"	\$21.11	\$1.99
1.5"	\$26.69	\$1.89	1.5"	\$31.03	\$1.99
2"	\$36.72	\$1.89	2"	\$46.89	\$1.99
3"	\$63.51	\$1.89	3"	\$78.62	\$1.99
4"	\$93.67	\$1.89	4"	\$128.20	\$1.99
6"	\$177.34	\$1.89	6"	\$227.35	\$1.99
8"	\$277.80	\$1.89	8"	\$357.52	\$1.99

INDUSTRIAL CUSTOMER CLASS			COMPOUND METERS		
METER SIZE	MONTHLY FIXED RATE	USAGE RATE kgal	Fire Service Charge	\$73.89	MFR Compound Meter Exampe: 2" domestic + compound meter: \$110.61
3/4" & less	\$14.96	\$1.73	Fire Service/Hydrant	\$73.89	
1"	\$22.53	\$1.73			
1.5"	\$35.12	\$1.73			
2"	\$50.23	\$1.73			
3"	\$90.53	\$1.73			
4"	\$135.86	\$1.73			
6"	\$261.80	\$1.73	Overhead Charge	\$73.89	
8"	\$412.88	\$1.73			

	USAGE RATE kgal
Fire Hydrant Water	\$2.25

Forest Grove Fee Schedule

WATER

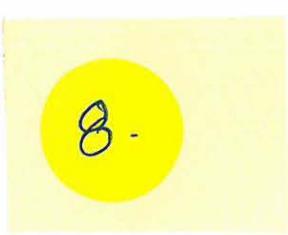
Proposed Fees - 7/1/11

Water Shut-Off/On During Public Works Business Hours (Customer Request)	0.00	
Water Shut-Off/On After Public Works Business Hours (Customer Request)	150.00	If determined by Public Works Director circumstances beyond control of property owner, fee may be waived
Non Payment Disconnect Fee	30.00	Charged at the time of disconnect.
Non Payment Reconnection Service -		
During City Hall Business Hours	30.00	Charged at the time of disconnect.
After City Hall Business Hours		
After City Hall Business Hours Additional Surcharge	100.00	
Water Meter Tamper/Damage Fee	175.00	Plus cost to repair/replace meter
Water Stand-By Service (Annual)	50.00	Meter out of service for 7+ months
Water Connections - Drop In		
3/4-inch Meter		Actual cost
1-inch Meter		Actual cost
1 1/2-inch Meter		Actual cost
2-inch Meter		Actual cost
3-inch Meter		Actual cost
4-inch Meter		Actual cost
> 4-inch Meter		Actual cost
Water Connections - Full Service		
3/4-inch Meter		Actual cost
1-inch Meter		Actual cost
1 1/2-inch Meter		Actual cost
2-inch Meter		Actual cost
3-inch Meter		Actual cost
4-inch Meter		Actual cost
> 4-inch Meter		Actual cost

This hearing is open to the public and interested parties are encouraged to attend. A copy of the reports and proposed resolutions are available for inspection before the hearing at the City Recorder's Office or by visiting the City's website at www.forestgrove-or.gov. Written comments or testimony may be submitted at the hearing or sent to the attention of the City Recorder's Office, P. O. Box 326, 1924 Council Street, Forest Grove, OR 97116, prior to the hearing. For further information, please call Anna Ruggles, City Recorder, at 503.992.3235.

Anna D. Ruggles, CMC, City Recorder
City of Forest Grove

Published Wednesday, June 22, 2011



RESOLUTION NO. 2011-57

**RESOLUTION FIXING WATER RATES FOR THE
CITY OF FOREST GROVE, EFFECTIVE JULY 1, 2011,
AND REPEALING RESOLUTION NO. 2010-41**

WHEREAS, Forest Grove Code Section 4.035 and 3.800 authorizes the City Council to fix water rates, water connection charges, and system development charges by resolution; and

WHEREAS, The City Council has determined that water fund revenue requirements will necessitate that water rates be increased; and

WHEREAS, notice of the City Council hearing on this resolution was published in the *NewsTimes* on June 22, 2011; and

WHEREAS, the City Council held a duly-noticed Public Hearing on the proposed resolution on June 27, 2011.

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

Section 1: That the water rates within the city limits of Forest Grove shall be as follows:

SF RESIDENTIAL CUSTOMER CLASS				
METER SIZE	MONTHLY FIXED RATE	MONTHLY USAGE RATES		
		TIER 1	TIER 2	TIER 3
		0 kgal to 7	7 kgal to 15	15 kgal & over
3/4" & less	\$16.90	\$1.35	\$2.75	\$4.00
1"	\$23.80	\$1.35	\$2.75	\$4.00
1.5"	\$35.29	\$1.35	\$2.75	\$4.00
2"	\$49.08	\$1.35	\$2.75	\$4.00

MF RESIDENTIAL CUST CLASS			COMMERCIAL CUST CLASS		
METER SIZE	MONTHLY FIXED RATE	MONTHLY USAGE RATE kgal	METER SIZE	MONTHLY FIXED RATE	MONTHLY USAGE RATE kgal
3/4" & less	\$13.28	\$1.89	3/4" & less	\$16.15	\$1.99
1"	\$18.31	\$1.89	1"	\$21.11	\$1.99
1.5"	\$26.69	\$1.89	1.5"	\$31.03	\$1.99
2"	\$36.72	\$1.89	2"	\$46.89	\$1.99
3"	\$63.51	\$1.89	3"	\$78.62	\$1.99
4"	\$93.67	\$1.89	4"	\$128.20	\$1.99
6"	\$177.34	\$1.89	6"	\$227.35	\$1.99
8"	\$277.80	\$1.89	8"	\$357.52	\$1.99

INDUSTRIAL CUSTOMER CLASS			COMPOUND METERS		
METER SIZE	MONTHLY FIXED RATE	MONTHLY USAGE RATE kgal	Monthly Fire Service Charge	\$50.00	MFR Compound Meter Exampe: 2" domestic + compound meter: \$86.72
3/4" & less	\$14.96	\$1.73	Monthly Fire Service Charge	\$6.00	
1"	\$22.53	\$1.73			
1.5"	\$35.12	\$1.73			
2"	\$50.23	\$1.73			
3"	\$90.53	\$1.73			
4"	\$135.86	\$1.73			
6"	\$261.80	\$1.73	Fire Service		

	USAGE RATE kgal
Fire Hydrant Water (Permit required)	\$2.25

Section 2: That the following rules shall govern the definition of various customers classes:

- a. Whenever one water meter serves more than one type of customer class, the higher of the two rates shall be charged for all water used.
- b. In order to be classified as a residential water user, the water customer must meet the following definition:

The term residential user is applicable to all single family, multiple family, and mobile home buildings where residential customers receive metered water service, and which structures house family dwelling units. A residential dwelling

unit is defined to include dwelling units designed for permanent occupation by family and which include kitchens and bathroom facilities.

- c. In order to be classified as an industrial water user, a water utility customer must meet all three requirements listed below:
 - (1) A water system customer's status is determined by using the Standard Industrial Classification Manual and the customer must belong to a major industrial group in Division A (agriculture, forestry, and fishing), Division B (mining), Division D (manufacturing), or Division F (wholesale trade) as defined in most current Standard Industrial Classification Manual.
 - (2) A water system customer's historical annual water use, documented by City of Forest Grove Water Utility water billing records, must equal or exceed an average of 10,000 gallons per day.
 - (3) A water system customer's water meter size must equal or exceed two inches in diameter.
- d. A water user who does not meet the requirements contained in Section 2(b) residential user of section 2(c) industrial user shall be classified and billed for water as a commercial class customer.
- e. Any water taken from fire hydrant or other unmetered facility other than for an authorized city use, shall be charged at the rate of \$2.25 per 1000 gallons plus the current permit fee.

Section 3: That the monthly charge when there is no water consumption shall be the monthly fixed rate contained in Section 1 of the meter size and customer class for the service being provided.

Section 4: That meters set on "stand-by" service shall be charged as set out by the fee Resolution No. 2011-56.

Section 5: That the following rules shall govern the definition of a meter on stand-by service:

- a. A meter on stand-by service is out of service;
- b. The property owner may make application for stand-by service to the City, or the City may place a water meter on stand-by at its discretion after seven (7) or more months of non-use;
- c. The water meter must be out of service for seven (7) or more consecutive months from the date the property owner applies, or the seven (7) preceding months if the City places a meter on stand-by;
- d. If a meter is taken off of stand-by service before the passage of seven (7) consecutive months, Section 3 will apply retro-actively from the date the meter was placed on stand-by;

- e. Once brought back into service, the water meter must remain in service for twelve (12) consecutive months before becoming eligible to be placed on stand-by service again;
- f. If the water meter remains on stand-by service for sixty (60) or more consecutive months, in order to put the meter back in service, the prevailing meter drop-in charges will apply.

Section 6: That the applicable rate for water service outside the city limits shall be those contained in Section One (1) through Section Four (4), plus 100%, except as otherwise noted.

Section 7: Gales Creek Waterline grantors/customers that hold easement agreements with the City shall pay rates equal to the rates inside the City, plus the cost of debt service associated with the Gales Creek Waterline as follows:

<u>Meter Size (inches)</u>	<u>Monthly Debt Service Payment</u>
3/4	\$ 21.37
1	\$ 53.43
2	\$170.96

Section 8: The above water rates shall become effective July 1, 2011.

Section 9: Resolution No. 2010-41 is hereby repealed upon the effective implementation date of the foregoing water rates.

Section 10: This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 27th day of June, 2011.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 27th day of June, 2011.

Peter B. Truax, Mayor

June 27, 2011

**REPORT ON RESOLUTION ADOPTING SUPPLEMENTAL
BUDGET AND INCREASING APPROPRIATIONS WITHIN
THE SEWER SYSTEM DEVELOPMENT CHARGE FUND**

Project Team: Paul Downey, Director of Administrative Services
Michael Sykes, City Manager

ISSUE STATEMENT: The City collects System Development Charges (SDC) within the Sewer SDC Fund for new development. The City estimates the development when preparing the budget for the coming year. For FY 2010-11, the Sewer SDC collected was higher than budgeted. By contract, the City pays eighty (80) percent of those fees to CWS. The City did not budget enough appropriation authority to meet its contractual obligation to Clean Water Services (CWS). Staff has prepared a resolution adopting the supplemental budget and increasing appropriations so CWS can be paid the proper amount of SDC funds.

DISCUSSION: Local Budget Law requires a supplemental budget be prepared and approved by the City Council prior to the expenditure of the additional funds. The supplemental budget is allowed under ORS 294.480 which allows funds to be expended by passage of a resolution after a supplemental budget if a condition or occurrence that was not known at the time the budget was prepared requires a change in financial planning or creates a pressing necessity for prompt action. The pressing necessity is the contractual obligation to pass the 80% of SDC funds collected through to CWS on a timely basis.

Local Budget Law allows that will adjust any fund's expenditures by 10% or more require a longer process to adopt the supplemental. A public hearing must be held by the governing body before the adoption of the supplemental budget. Notice of that public hearing must be published five to thirty days before the hearing. Following the hearing, the governing body must pass a resolution to adopt the supplemental budget and make any necessary appropriations.

FISCAL IMPACT: The fiscal impact is that due to the heavier than projected building activity, the City will collect higher than expected SDC of which it will keep 20%.

STAFF RECOMMENDATION: Staff recommends the City Council hold the public hearing and then approve the resolution so the supplemental budget can be adopted and the appropriations needed to pay the SDC to CWS can be made in accordance with Local Budget Law.

NOTICE OF SUPPLEMENTAL BUDGET HEARING

- For supplemental budgets proposing a change in any fund's expenditures by **10 percent or more.**

A public hearing on a proposed supplemental budget for City of Forest Grove, Washington County

State of Oregon, for the fiscal year July 1, 2010 to June 30, 2011, will be held at 1915 Main St., Forest Grove, Oregon

The hearing will take place on June 27, 2011, at 7:00 AM PM.

The purpose of the hearing is to discuss the supplemental budget with interested persons.

A copy of the supplemental budget document may be inspected or obtained on or after June 22, 2011, at

1924 Council St., Forest Grove, Oregon, between the hours of 8:00 AM PM and 5:00 AM PM

SUMMARY OF SUPPLEMENTAL BUDGET PUBLISH ONLY THOSE FUNDS BEING MODIFIED

FUND: SEWER SDC FUND

Resource	Amount	Requirement	Amount
1 System Development Charge	\$160,000	1 Materials & Services	\$160,000
2		2	
3		3	
Revised Total Resources	\$1,433,971	Revised Total Requirements	\$1,433,971

Comments:

This supplemental budget is to increase revenue estimates due to higher than anticipated building activity and to appropriate additional funds so the City can meet its contractual obligations to pay Clean Water Services its portion of the System Development Charges on a timely basis.

FUND:

Resource	Amount	Requirement	Amount
1		1	
2		2	
3		3	
Revised Total Resources		Revised Total Requirements	

Comments:



RESOLUTION NO. 2011-58

**RESOLUTION ADOPTING SUPPLEMENTAL BUDGET
AND INCREASING APPROPRIATIONS WITHIN THE
SEWER SYSTEM DEVELOPMENT CHARGE FUND**

WHEREAS, the Local Budget Law allows that payments for an expenditure for a condition or occurrence that was not known at the time the budget was prepared requires a change in financial planning or creates a necessity for prompt action may be made only after the adoption of a supplemental budget for that purpose (ORS294.480); and

WHEREAS, the City of Forest Grove Fire Sewer System Development Charge (SDC) collected significantly more SDC than budgeted due to increased building activity; and

WHEREAS, the City of Forest Grove is contractually obligated to pay eighty (80) percent of those funds to Clean Water Services (CWS); and

WHEREAS, the City of Forest Grove published notice and held a Public Hearing for this supplemental budget on June 27, 2011, as required by Oregon Budget Law.

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

Section 1. The supplemental budget for the Sewer SDC Fund is hereby adopted.

Section 2. Appropriations are changed as follows:

1. In the Sewer SDC Fund, appropriations for Intergovernmental Services (622-54-92-520557) is increased by \$160,000 to \$324,000 and Sewer SDC Fund System Development Charge Revenue (622-54-91-451005) is increased by \$160,000. Total appropriations for the Sewer SDC Fund are increased to \$583,971.

Section 3. This resolution is effectively immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 27th day of June, 2011.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 27th day of June, 2011.

Peter B. Truax, Mayor

June 27, 2011

**REPORT ON APPROVAL OF THE PUBLIC LIBRARY SERVICES AGREEMENT
AND THE WCCLS INFORMATION NETWORK AGREEMENT
FOR JULY 1, 2011 THROUGH JUNE 30, 2016**

Project Team: Colleen Winters, Library Director
Paul Downey, Administrative Services Director
Michael Sykes, City Manager

ISSUE STATEMENT: The Public Library Services Agreement (PLSA) and the WCCLS Information Network Agreement (WINA) are expiring as June 30, 2011. The agreements have been amended and are being presented to the jurisdictions' governing bodies for approval. The amended agreements are attached and the main changes will be discussed below. Staff is recommending that Council approve the amended agreements.

DISCUSSION: The agreements expire on June 30, 2011. The new agreements will be effective July 1, 2011 through June 30, 2016. The agreements have been reviewed by the WCCLS Executive Board which recommended approval of the agreements by the members' governing bodies. The WCCLS Executive Board is comprised of the city managers for the member cities, representatives of the two not-for-profit members of WCCLS, a representative of the county-owned library (West Slope), and an Assistant County Administrator.

The major change to the Public Library Services Agreement is that this contract simplifies the payments to the contractors (member libraries) by separating the funding into two distribution pools. The first pool, Pool One, provides that all contractors will receive equal 2.5% increases on an annual basis provided funding is available. A second pool, Pool Two, based on the increases in the County's assessed value and WCCLS revenues, expenditures, and reserve funds, shall be budgeted by WCCLS. The WCCLS Executive Board shall recommend whether funds from Pool Two will be distributed and on what basis the funds will be distributed. Pool One payments have to be covered before funds are made available for Pool Two. The payments under Pool One are attached as an exhibit to this agreement.

This funding change is eliminating the old formula that was based on collection expenditures, net circulation, facility use and remote program attendance, reference transactions, and Internet access provided. Some of these statistics will still be tracked but they will not be used for funding allocation. The change reflects that all libraries have increasing costs even those that do not grow as fast as other libraries.

The PLSA also has changes to the services to be provided by WCCLS and the Contractors. Those changes better reflect the current agreed upon responsibilities than the current contract wording. Services change over time and the language changes reflect those changes in services.

The WCCLS Information Network Agreement used to be called the Washington County Inter-Library Information Network (WILINET) Agreement. The sections of this agreement describing WCCLS technology support and the duties and responsibilities of network users required significant updating from the 2004 contract language to better reflect the agreed upon responsibilities and what is actually being done now.

FISCAL IMPACT: The fiscal impact for the City will be positive. Instead of getting a 2% minimum increase in WCCLS funding, the City will receive a 2.5% increase in funding for Pool One while still being eligible for Pool Two funding if funds are available for Pool Two. Over the five years of the proposed PLSA agreement, the additional 0.5% increase in funding will result in an additional \$51,788 in WCCLS funds over the five-year period.

STAFF RECOMMENDATION: Staff recommends the City Council adopt the attached resolutions approving the amendments and authorize the City Manager to endorse the agreements.

RESOLUTION NO. 2011-59**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENDORSE
INTERGOVERNMENTAL AGREEMENTS (IGA) BETWEEN THE CITY OF FOREST
GROVE AND WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES
“PUBLIC LIBRARY SERVICES AGREEMENT”**

WHEREAS, Washington County has approved funding for county-wide library services; and

WHEREAS, the Washington County Cooperative Library Services (WCCLS) Executive Board has been the representative for the member libraries; and

WHEREAS, consensus has been reached on a new Intergovernmental Agreement for public library services attached as Exhibit A; and

WHEREAS, the governing bodies of the participants need to approve the Intergovernmental Agreement attached as Exhibit A.

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

Section 1. The City Council of the City of Forest Grove hereby approves the Intergovernmental Agreement (IGA) between the City of Forest Grove and Washington County Cooperative Library Services (Attached as Exhibit A).

Section 2. The City Manager is hereby authorized to endorse the IGA on behalf of the City of Forest Grove.

Section 3. The resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 27th day of June, 2011.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 27th day of June, 2011.

Peter B. Truax, Mayor

Public Library Services Agreement

This Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County", on behalf of Washington County Cooperative Library Services, hereinafter referred to as "WCCLS", and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard, and Tualatin, and the Cedar Mill Community Library Association and the Garden Home Community Library Association, hereinafter referred to as "Contractor(s)".

WHEREAS, Washington County has approved funding for countywide library services including non-fee access by County residents to public libraries operated by Contractors; and

WHEREAS, the parties to this Agreement are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement or are private non-profit agencies operating public libraries; and

WHEREAS, all parties are desirous of providing residents of Washington County with access to public library services and Contractors are capable of providing such access and services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

The following definitions shall be used in this Agreement:

- A. WCCLS (Washington County Cooperative Library Services) – An agency of county government that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B. WCCLS Information Network (formerly known as WILInet) – The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases provided by WCCLS for member library or public access; central site hardware and software; software, hardware or appliances provided to member libraries and supported by WCCLS; and the telecommunications network linking Contractors to the system and for Internet access.
- C. Qualified Borrowers – All Washington County residents, residents of counties with which Washington County has reciprocal borrowing agreements, and paid card holders.

- D. West Slope Community Library - The public library that is a department of WCCLS and managed by the County. For purposes of this agreement, West Slope is treated as a Contractor..
- E. Oregon Public Library Statistical Report – The report mandated by ORS 357.520, containing statistics and provided on an annual basis to the Oregon State Library via a reporting format determined by the State Library. Report data is typically due October 1 of each year.
- F. WCCLS Executive Board – the Board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.
- G. WCCLS Policy Group – the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.

2. TERM OF AGREEMENT

This Agreement shall be in effect from July 1, 2011, through June 30, 2016, except as otherwise provided in Section 11 of this Agreement. .

3. FUNDS

As compensation to Contractor for the services to be provided pursuant to this Agreement, WCCLS agrees to make funding distributions to Contractor on the basis set forth in Section 4 and the Payment Schedule set forth in Section 6.

Each Contractor agrees by receipt of funds from WCCLS to expend those funds to provide library services according to Contractor’s established policies, and to ensure that Contractor’s library facilities are open for public use by all Qualified Borrowers. Contractors must spend all funds received from WCCLS on the provision of library services, including but not limited to operating and capital expenditures.

4. FUNDING FORMULA

- A. The total payment to be made to each Contractor during the term of this Agreement shall be determined by the method set forth in this Section and shall be based on the figures set forth in EXHIBIT A “Funding Distributions”.

- B. Payments to Contractors shall be budgeted in two (2) funding distribution pools.
 - 1. Pool One. Contractors shall each receive equal increases of 2.5% on an annual basis for the Term of this Agreement provided funding is available. For FY2011-12, Contractors shall receive 2.5% increases over the FY2010-11 Reimbursement Formula distributions. For FY2011-12 the total amount in Pool One shall be \$18,938,126.
 - 2. Pool Two. Based on projected increases in the County's assessed valuation and WCCLS revenues, expenditures and reserve funds, a second distribution pool shall be budgeted by WCCLS. After actual County assessed valuation, tax levies and taxes are certified, the WCCLS Executive Board shall recommend whether funds from Pool Two shall be distributed to Contractors, and if so, on what basis. Typically, this shall be determined in January of each year. Any distribution of funds from Pool Two shall be distributed on a separate schedule from Pool One.

5. ADJUSTMENTS IN PAYMENTS

- A. Payments may be adjusted by WCCLS if funding for payments noted in 4.B is less than projected. Amounts paid to each Contractor will be reduced in an amount proportionate to each library's percentage of the total amount available for payment.
- B. WCCLS shall notify the Contractors in writing of any adjustments under this Section upon adoption of the County's budget for the subsequent fiscal year. In the event that reductions in revenue are necessary after the beginning of a fiscal year, the County would give sixty (60) days notification to Contractors, if possible.

6. PAYMENT SCHEDULE

- A. WCCLS agrees to make payments to those Contractors that are cities as follows:
 - 1. 80% (eighty percent) of the total annual payment shall be made on or before December 31; and
 - 2. 20% (twenty percent) of the total annual payment shall be made on or before April 15.
- B. Notwithstanding paragraph 6.A above, a city not formerly a party to a Public Library Services Agreement with WCCLS, that establishes a public library and becomes a party to this Agreement, shall be entitled to receive payment on a monthly basis during the term of this Agreement. The monthly payment shall be 1/12 of the total annual payment. In addition,

WCCLS agrees that any city to which this subsection applies shall be entitled to receive monthly payments for the entire term of any renewal or successor agreement to which it becomes a party, provided funds are available.

- C. WCCLS agrees to make payments to those Contractors that are community libraries (specifically Cedar Mill Community Library Association and Garden Home Community Library Association) and the West Slope Community Library on a monthly basis. The monthly payment shall be 1/12 of the total annual payment.

7. SPECIAL LIBRARY FUND

The County, on behalf of WCCLS, shall maintain a Special Library Fund that shall include:

- A. Any remaining funds from a previous year which shall be carried over to the next year;
- B. All property tax collections made under all County library local option levies;
- C. All transfers of county general funds made to WCCLS;
- D. All interest earnings on the Special Library Fund, in accordance with ORS 294.080(1); and
- E. Other revenues for library services.

8. SERVICES TO BE PROVIDED BY WCCLS

WCCLS agrees to provide the following central support and outreach services to Contractors and West Slope Community Library:

- A. Reciprocal borrowing with other metropolitan area public libraries;
- B. Coordination of countywide library services among Contractors and with regional and state library service providers;
- C. Enhanced reference services including coordination of selection and purchase of subscription databases and other shared electronic resources available through WCCLS.org and coordination of training and education for adult services staff; and interlibrary loan borrowing from and lending to libraries outside of Washington County;
- D. Outreach services to special populations of Washington County residents, including, but not limited to, circulation of materials to those who cannot get to a public library (homebound), information and education about library-related services for child care providers and the children in their care, Latino and other cultural communities.
- E. Coordination of countywide Youth Services activities, including Summer Reading Programs and shared resources;
- F. Courier pick-up and delivery of materials between Contractors and provision of courier connections to regional library delivery systems;

- G. Planning for long-term growth and development of countywide library services;
- H. Operation and maintenance of the WCCLS Information Network as defined in the WCCLS Information Network Agreement; and
- I. Other services to address Long Range Service Plan goals as agreed upon by all parties.

9. SERVICES TO BE PROVIDED BY CONTRACTORS

- A. Each Contractor agrees that Qualified Borrowers will not be charged a fee for the initial circulation or renewal of library materials.
- B. Each Contractor further agrees that, while it is within the sole discretion of the Contractor whether to charge reasonable fees for services other than circulation, Contractor shall apply all fees and policies uniformly to all Qualified Borrowers. Such fees may include special service and overdue fees.
- C. Each Contractor agrees that it will designate a staff member with whom WCCLS deals in administration of this Agreement on behalf of Contractor and who shall be authorized to receive and give any notices that may be required under this Agreement. Unless otherwise designated, this shall be the Library Director for each Contractor and the West Slope Community Library.
- D. Each Contractor shall meet all requirements for Level 5 Libraries as defined in the Admission of New Public Libraries to Washington County Cooperative Library Services, as approved by the WCCLS Executive Board May 23, 2007 and subsequent revisions.
- E. Each Contractor agrees to abide by shared policies and procedures as agreed upon by the WCCLS Policy Group.
- F. Each Contractor agrees to identify its membership in WCCLS through materials' property identification marks, and through public communications such as library printed materials, websites or other publicity materials.

10. RECORD KEEPING

- A. WCCLS agrees to provide each Contractor with a copy of the County's annual audit, upon request by Contractor.
- B. Each Contractor agrees to provide WCCLS with a copy of Contractor's annual audit. For purposes of this Section, the following requirements shall apply:
 - 1. For Contractors which are cities, the audit shall be that of the city, and shall be supplied upon request of WCCLS.
 - 2. For Contractors which are community libraries (specifically Cedar Mill Community Library Association and Garden Home Community Library Association), the audit shall be the result of an

annual review of the Contractor's financial statements made by an independent certified public accountant in accordance with standards of the American Institute of Certified Public Accountants, and shall be supplied by December 31st of each year to WCCLS.

- C. Each Contractor agrees to provide WCCLS with a copy of its Oregon Public Library Statistical Report.

11. TERMINATION

- A. The County shall have the right to terminate this Agreement upon sixty (60) days written notice, if it determines, in good faith through an open, public process, that:
 - 1. The public interest would be served by such termination; or
 - 2. Adequate funds are not available.
- B. Each Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice, if Contractor determines, in good faith, that:
 - 1. The public interest in its jurisdiction or area of service would be served by such termination; or
 - 2. Appropriated funds for Contractor are less than the amount reasonably anticipated.
- C. The County and each Contractor shall have the right to terminate participation in this Agreement separately, and Agreements between remaining parties and the County shall remain in effect.
- D. In the event of the termination by the County or by the Contractor, the County shall provide funding distributions to the Contractor prorated to the date of termination.

12. COMPLIANCE WITH APPLICABLE LAWS

Each party agrees to comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

- A. Equal Opportunity. Contractor hereby agrees that its employees (including applicants for employment) shall not be discriminated against race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual

orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension in whole or in part by County.

- B. Compliance with Applicable Provisions of ORS Chapter 279.
ORS 279B.220 through 279B.235 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. Contractor agrees to:
1. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this contract;
 2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
 3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this contract; and
 4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

13. INDEMNIFICATION

Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnifications shall be subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.300, and the Oregon Constitution.

14. DEBT LIMITATION

This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefor.

15. INDEPENDENT CONTRACTOR

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

16. NOTICE

Any Contractor shall give immediate written notice to the County of any action or suit filed or any claim made against that party that may result in litigation and is directly related to this Agreement.

17. INSURANCE

Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of this agreement at levels necessary to protect against public body liability as specified in ORS 30.271. Contractors that are community libraries shall provide certification of insurance upon request.

18. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

19. CAPTIONS

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the parties hereto.

20. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

21. AMENDMENT

This Agreement may only be amended in writing and with agreement of all parties.

FOR THE CONTRACTOR:

FOR WASHINGTON COUNTY:

Signature

Signature

Title

Title

Date

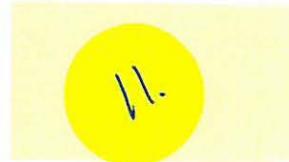
Date

APPROVED AS TO FORM:

County Counsel

**Public Library Service Agreement, Exhibit A
Pool 1 Funding Distributions FY11-12 through FY15-16**

Library	FY10-11 Distribution	FY11-12 Distribution	FY12-13 Distribution	FY13-14 Distribution	FY14-15 Distribution	FY15-16 Distribution
Banks	\$ 120,082	\$ 123,084	\$ 126,161	\$ 129,315	\$ 132,548	\$ 135,861
Beaverton	\$ 4,369,770	\$ 4,479,014	\$ 4,590,989	\$ 4,705,764	\$ 4,823,408	\$ 4,943,993
Cedar Mill	\$ 3,228,706	\$ 3,309,424	\$ 3,392,159	\$ 3,476,963	\$ 3,563,887	\$ 3,652,984
Cornelius	\$ 157,805	\$ 161,750	\$ 165,794	\$ 169,939	\$ 174,187	\$ 178,542
Forest Grove	\$ 650,466	\$ 666,728	\$ 683,396	\$ 700,481	\$ 717,993	\$ 735,943
Garden Home	\$ 335,727	\$ 344,120	\$ 352,723	\$ 361,541	\$ 370,580	\$ 379,844
Hillsboro	\$ 4,058,289	\$ 4,159,747	\$ 4,263,740	\$ 4,370,334	\$ 4,479,592	\$ 4,591,582
North Plains	\$ 92,487	\$ 94,800	\$ 97,170	\$ 99,599	\$ 102,089	\$ 104,641
Sherwood	\$ 686,849	\$ 704,020	\$ 721,620	\$ 739,661	\$ 758,152	\$ 777,106
Tigard	\$ 2,868,380	\$ 2,940,089	\$ 3,013,591	\$ 3,088,931	\$ 3,166,155	\$ 3,245,308
Tualatin	\$ 1,249,437	\$ 1,280,673	\$ 1,312,690	\$ 1,345,507	\$ 1,379,145	\$ 1,413,623
West Slope	\$ 658,222	\$ 674,678	\$ 691,545	\$ 708,833	\$ 726,554	\$ 744,718
Totals	\$ 18,476,220	\$ 18,938,126	\$ 19,411,579	\$ 19,896,868	\$ 20,394,290	\$ 20,904,147



RESOLUTION NO. 2011-60

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENDORSE
INTERGOVERNMENTAL AGREEMENTS (IGA) BETWEEN THE CITY OF FOREST
GROVE AND WASHINGTON COUNTY COOPERATIVE LIBRARY SERVICES
“WCCLS INFORMATION NETWORK AGREEMENT”**

WHEREAS, the City of Forest Grove is currently a participant in the Washington County Cooperative Library Services (WCCLS) information network; and

WHEREAS, the Washington County Cooperative Library Services (WCCLS) Executive Board has been the representative for the member libraries; and

WHEREAS, consensus has been reached on a new Intergovernmental Agreement for information network services attached as Exhibit A; and

WHEREAS, the governing bodies of the participants need to approve the Intergovernmental Agreement attached as Exhibit A.

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

Section 1. The City Council of the City of Forest Grove hereby approves the Intergovernmental Agreement (IGA) between the City of Forest Grove and Washington County Cooperative Library Services (Attached as Exhibit A).

Section 2. The City Manager is hereby authorized to endorse the IGA on behalf of the City of Forest Grove.

Section 3. The resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 27th day of June, 2011.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 27th day of June, 2011.

Peter B. Truax, Mayor

WCCLS Information Network Agreement

This Agreement is made by and between Washington County, a home rule subdivision of the State of Oregon hereinafter referred to as "County", by and through Washington County Cooperative Library Services, hereinafter referred to as "WCCLS" and the Cities of Banks, Beaverton, Cornelius, Forest Grove, Hillsboro, North Plains, Sherwood, Tigard and Tualatin, Cedar Mill Community Library Association, Garden Home Community Library Association, Tuality Healthcare and Oregon College of Art and Craft, hereinafter referred to as "Network Users."

WHEREAS, the parties hereto are currently participants in the WCCLS Network;

WHEREAS, the parties are either units of local government empowered by ORS 190.010 to enter into an intergovernmental agreement, or are private non-profit agencies operating libraries, and

WHEREAS, WCCLS has purchased and installed an automated integrated library system and is desirous of making this system available for use by libraries in Washington County;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. DEFINITIONS

The following definitions shall be used in constructing the following phrases, terms and abbreviations in this Agreement:

- A) WCCLS (Washington County Cooperative Library Services) - An agency of county government that exists to coordinate, contract for or provide a full range of library and information services to all residents of the county.
- B) WCCLS Information Network (formerly known as WILnet) – The system that includes: the shared integrated library system software (circulation, public access catalog, cataloging, serials control and acquisitions software); the WCCLS.org website and its resources; other databases provided by WCCLS for member library or public access; central site hardware and software; software, hardware or appliances provided to member libraries and supported by WCCLS; and the telecommunications network linking Network Users to the system and for Internet access. Hereafter referred to as the "Network."
- C) Host – Any intelligent device connected to the Network that is addressable by a network/transport protocol. All workstations, network printers, routers, etc. are hosts.
- D) Broadband Users' Group – A membership organization through which WCCLS procures Internet and firewall network services through the Public Communications Network.

- E) WCCLS Policy Group – the Board established to provide technical and professional support and advice to the WCCLS Executive Board, to develop and implement policies and procedures for delivery of countywide public library services, and to advise the Cooperative Library Services Director.
- F) WCCLS Information Network Users' Group - A committee of the WCCLS Policy Group to advise WCCLS and the WCCLS Policy Group on the operation of the automated system as defined in the WCCLS Policy Group Bylaws.
- G) Public Library Services Agreement - The Inter-Governmental Agreement between Washington County and library service providers to provide library services to all county residents, containing a distribution formula under which WCCLS makes payments to public libraries.
- H) WCCLS Executive Board – the Board established to advise the Board of County Commissioners and the Cooperative Library Services Director on matters pertaining to the funding for countywide library services, distribution of financial resources by WCCLS for the provision of countywide public library services, and long term governance and funding strategies.
- I) West Slope Community Library – The public library that is a department of WCCLS and managed by the County. For purposes of this Agreement, West Slope is treated as a Network User.

2. TERM OF AGREEMENT

This agreement shall be in effect from July 1, 2011, through June 30, 2016, except as otherwise provided in Section 14 of this Agreement

3. OWNERSHIP AND MANAGEMENT OF THE WCCLS INFORMATION NETWORK

- A) The Washington County Board of Commissioners, as the governing body of WCCLS, retains final authority for decision-making related to the Network and its operation.
- B) WCCLS shall have full ownership of all Network components and shall make the system available to Network Users. All software and upgrades provided to Network Users by WCCLS will remain the property of WCCLS.
- C) Item records owned by Network Users, the associated bibliographic and patron records where the patron is registered at the Network User Library, shall be considered the property of that Network User. On termination of this Agreement by either party Network User shall pay all reasonable costs associated with data extraction necessary to provide records in machine-readable format.

4. SERVICE AVAILABILITY

- A) The Network shall be available for use twenty-four (24) hours a day except for routine maintenance and when software, hardware, or telecommunications upgrades/changes necessitate making the system unavailable. WCCLS agrees to provide Network User with prior notice of Network downtime if it will affect library operations and/or business hours except for unexpected outages due to Network failure or other circumstances beyond the control of WCCLS. No liability shall be assumed by WCCLS if Network experiences downtime.
- B) WCCLS staff shall be available to support the Network and to answer questions about the Network from Network Users. No Network staff will be available on days that are official Washington County holidays.

The hours of service will be as follows:

8:00 am – 9:00 pm, Monday – Thursday;

8:00 am – 6:00 pm Friday,

9:00 am – 5:00 pm Saturday, and

10:30 am - 5:30 pm Sunday.

Staff will be on-call for emergency support only 6:00pm to 9:00pm Friday.

5. DATA RECOVERY

WCCLS will duplicate daily all data maintained in the Network database. WCCLS will rotate back-up data between on-site storage and off-site storage so that files can be reconstructed if a system malfunction occurs that requires restoring or rebuilding data files, in whole or in part. A minimum of one weekly back-up will be stored in a location physically apart from the site of the central system in case of major disaster at the central site.

6. DUTIES AND RESPONSIBILITIES OF WCCLS

WCCLS shall:

- A) Purchase all Network hardware, software, and telecommunications equipment, housing such equipment in a suitable environment, and maintaining said equipment in good operating condition.
- B) Purchase integrated library system client software licenses for Network Users and coordinate distribution of licenses.
- C) Provide, or contract for the provision of, maintenance of Network hardware, software, and the telecommunications equipment.
- D) Employ personnel needed to maintain and operate Network and staff a help desk for problem reporting and resolution.

- E) Provide a source of, and maintain for Network Users, MARC bibliographic cataloging records and authority records in the catalog. This includes monitoring and evaluating bibliographic services to maintain quality bibliographic records.
- F) Purchase, and coordinate licensing of, other software, applications or equipment to support Network services.
- G) Purchase item inventory tags and patron cards to be used by Network Users.
- H) Provide initial training and initial and on-going training materials to Network Users for WCCLS provided software applications.
- I) Provide documentation for the integrated library system.
- J) Provide software updates to Network Users for software applications purchased by WCCLS and licensed for use at member libraries.
- K) Regularly review the operations of Network hardware, software and telecommunications, evaluate performance, and develop plans for modifications, upgrades and new services, as outlined in the WCCLS Long Range Plan.
- L) Monitor compliance with Policies & Procedures adopted by the WCCLS Policy Group and the Broadband Users' Group to coordinate orderly and secure use of the system.
- M) Conduct an independent security audit of the Network and implement recommendations to maintain security and integrity.
- N) Take steps to maintain security, up to and including terminating a connection between one or more network Hosts that appear to present a problem that threatens security, integrity, or performance. Prior notification of the impending disconnection will be given to the affected Network Users if time permits. Connectivity will be restored when the WCCLS staff determines that the problem is resolved or the threat removed, unless WCCLS determines that the problem or threat has resulted in a default under paragraph 12.
- O) Manage the Network pursuant to the terms and conditions of this Agreement.

7. DUTIES AND RESPONSIBILITIES OF NETWORK USERS

Network Users shall:

- A) Participate in the use and operation of the Network under the terms and conditions of this Agreement and the Policies & Procedures adopted by the WCCLS Policy Group.

- B) Take full responsibility for linking item information for Network User's holdings to bibliographic records in the catalog and for meeting cataloging standards as outlined in the Policies & Procedures.
- C) Provide, maintain, and administer cabling, equipment, software, associated devices and Hosts within Network User's building that are connected to the Network.
- D) Provide site preparation, access, and environmental conditions necessary for optimal security and functioning of network Hosts provided by WCCLS.
- E) Ensure that devices configured by Network User and accessing the Network comply at all times with hardware, software and security requirements deemed necessary by WCCLS staff.
- F) Ensure that all Hosts connected to the Network shall be secured and supervised by library staff during use. Public users shall not use staff workstations.
- G) Ensure that any Host or device connected to the Network shall neither cause, nor have the potential to cause, any network disruption, security breach, nor other deleterious outcome.
- H) Obtain permission from WCCLS in advance of attempting to attach any new equipment to the Network.
- I) Obtain permission from WCCLS in advance of adding workstations that will run software applications purchased by WCCLS and licensed for use at member libraries.
- J) Protect Network equipment and software from abuse, theft or misuse, and assume financial responsibility for repairing or replacing damaged equipment.
- K) Be responsible for system security by limiting access to non-public accounts to trained, authorized staff and volunteers, and using security protocols and procedures as directed by WCCLS to prevent unauthorized access. Examples may be password protection, encryption of sensitive information, or locking workstations when not in use.
- L) Notify WCCLS of changes in services, including but not limited to acquisition of additional domain accounts, integrated library system accounts, workstations, email accounts, and deletion of said accounts.
- M) Provide an inventory of Network Hosts in Network User's facility and connected to the Public Communications Network as needed by WCCLS.
- N) Conduct an annual inventory of licenses in use by the Network User as instructed by WCCLS staff.
- O) Keep records and statistics when required by WCCLS to document system performance.

P) Designate at least one person as the WCCLS contact concerning use of the Network.

9. CONFIDENTIALITY OF DATA

The patron and circulation records in the catalog shall be deemed to be exempt from public disclosure pursuant to ORS 192.502(23). All parties agree that they will not disclose patron and circulation information. All parties also agree that only library staff and designated library volunteers shall have access to such records in the course of operating the system. All parties agree to forward to WCCLS all requests for confidential data from law enforcement or other requestors in accordance with established Policies and Procedures. All parties may use patron name and address information for library purposes as long as it is used in accordance with established Policies & Procedures.

10. COST ALLOCATION FORMULA

On an annual basis, WCCLS shall calculate the Cost Allocation Formula (EXHIBIT A) based on measures of Network Users' use of the Network: integrated library system licenses, total circulation, number of titles, number of items, number of patrons, and volumes added in the fiscal year. The purpose of the Cost Allocation Formula is to identify each Network User's percentage share of operational costs to maintain the Network should WCCLS funding cease.

Network Users that are not signatories to the Public Library Services Agreement, chiefly Tuality Health Resource Center and Oregon College of Art and Craft, shall be responsible for ten percent of their share of the cost allocation on an annual basis. These Network Users shall be notified of Network operating costs by April 1 as determined by the Cost Allocation Formula used in EXHIBIT A "Cost Allocation Formula". These Network Users shall receive an invoice from WCCLS by April 15 for the annual cost, which shall be paid by June 30.

11. ADMISSION OF NEW NETWORK USERS THAT ARE NOT SIGNATORIES TO THE PUBLIC LIBRARY SERVICES AGREEMENT

WCCLS shall have the option of admitting other libraries to the Network provided that any necessary system modification shall be undertaken to ensure continued security and performance. Admission of New Network Users shall require unanimous approval of present Network Users and the WCCLS Executive Board. New Network Users will be assessed a share of operating costs for the first year of membership as determined by the WCCLS Executive Board. The "Cost Allocation Formula" in Exhibit A applies during the second year and thereafter.

12. DEFAULT

A) Each of the following shall constitute a default:

1. Material noncompliance with the terms of the Agreement or any policies or procedures adopted pursuant to this agreement;
2. Misuse of system operating software, hardware, or telecommunications.
3. Failure to maintain system security protocols or procedures as directed by WCCLS.

- B) In the event of a default by a Network User or by WCCLS, WCCLS or the Network User, respectively, shall:
1. Advise the party in writing of the alleged default and any action required to cure the default;
 2. Set forth a time by which the default must be cured, a minimum of thirty (30) days.
- C) In the event a Network User shall fails to cure after having been notified of the alleged default WCCLS may, following written notice to the Network User:
1. Prohibit Network User from the use of the system;
 2. Take any action to cure or stop the default;
 3. Recover any costs, expenses or disbursements incurred by WCCLS to cure the default;
 4. Terminate this Agreement as regards the defaulting Network User.
- D) Notwithstanding subparagraph B, in the event of an emergency involving, but not limited to, system damage or the breach of security or confidentiality of the database, WCCLS may lock out the Network User from the system without notice.

13. TERMINATION

- A) The County shall have the right to terminate this Agreement in its entirety or as to any individual Network User upon sixty (60) days written notice, if it determines, in good faith, through an open, public process, that:
1. The public interest would be served by such termination;
 2. Adequate funds are not available.
- B) Each Network User shall have the right to terminate this Agreement upon sixty (60) days written notice, if the Network User determines, in good faith, that the public interest in its jurisdiction or area of service would be served by such termination.
- C) County and each Network User shall have the right to terminate this Agreement for a default by the other party that has not been cured.
- D) Upon termination of this Agreement as to any individual Network User, this Agreement shall continue to be effective as to the remaining parties.
- E) Except for termination under subparagraph A, on termination, the Network User shall be responsible for payment of any costs, expenses, or disbursements incurred by WCCLS to remove or otherwise mask Network User's data from the system.

14. INSURANCE

- A) All parties to this Agreement shall maintain comprehensive general liability insurance or adequate reserves in a program of self-insurance covering personal injury and property damage for the Network Users, their employees and agents. The insurance coverage shall be

for a minimum of the amounts specified in ORS 30.271. For Network Users who are not units of local government, certification of insurance shall be provided to WCCLS and all such insurance coverage shall name Washington County, its officers, employees and agents as additional insureds.

- B) WCCLS shall maintain insurance adequate to cover the replacement of the central site equipment including but not limited to central hardware, telecommunications equipment and uninterruptible power supply. The insurance coverage shall be for a minimum of \$600,000.
- C) Network Users shall maintain insurance adequate to cover the replacement of the telecommunications equipment owned by WCCLS and housed at Network User's site.

15. COMPLIANCE WITH APPLICABLE LAWS

Each party agrees to comply with all local, state, and federal ordinances, statutes, laws and regulations that are applicable to the services provided under this Agreement.

- A) Equal Opportunity Network User hereby agrees that its employees (including applicants for employment) shall not be discriminated against race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status except in case of bona fide occupational qualifications as defined and provided by applicable federal or state law. No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this contract on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age, or marital status. Any violation of this provision shall be grounds for cancellation, termination or suspension in whole or in part by County.
- B) Public Contracting Statutes ORS 279B.220 through 279B.235 and 279C.500 through 279C.870, as applicable, are incorporated herein by reference. The Contractor agrees to:
 - 1. Make payment promptly, as due, to all persons supplying, to Contractor, labor or material for the performance of the work provided for in this contract;
 - 2. Pay all contributions or amounts due the Industrial Accident Fund incurred in the performance of the contract;
 - 3. Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished pursuant to this contract; and
 - 4. Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

16. INDEMNIFICATION

Each party agrees to hold harmless, defend, and indemnify each other, including its officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. If the indemnifying party is a unit of local government, such indemnification shall be subject to the limitations of liability for public

bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution.

17. DEBT LIMITATION

This Agreement is expressly subject to the debt limitation of Oregon Counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon appropriation of funds therefor.

18. INDEPENDENT CONTRACTOR

Each party is an independent contractor with respect to each other party and has no control over the work performed by the other. No party is an agent or employer of another party. No party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other party.

19. NOTICE

Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party that may result in litigation in any way related to this Agreement.

20. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

21. CAPTIONS

Captions and headings used in this Agreement are for convenience only and shall not be construed or interpreted so as to enlarge or diminish the rights or obligations of the parties hereto.

22. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this Agreement is, for any reason, held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Agreement unless the result of the holding is a failure of consideration of any party.

23. AMENDMENT

This Agreement may only be amended in writing signed by all of the parties.

FOR THE NETWORK USER:

Signature

Title

Date

FOR WASHINGTON COUNTY:

Signature

Title

Date

APPROVED AS TO FORM:

County Counsel

June 27, 2011

**STAFF REPORT AND RESOLUTION AUTHORIZING A LABOR AGREEMENT
BETWEEN THE CITY OF FOREST GROVE AND THE FOREST GROVE POLICE
ASSOCIATION (FGPA), EFFECTIVE JULY 1, 2011, AND EXPIRING JUNE 30, 2012**

Project Team: Michael Sykes, City Manager
Brenda Camilli, Human Resources Manager

Issue Statement: The current year labor agreement expires June 30, 2011. The new labor agreement has been modified, ratified by bargaining unit members, and needs to be approved by the Council.

Background: Representatives of the City of Forest Grove and FGPA met during recent months and have reached tentative agreement on certain modifications to the agreement, pending approval of the City Council. The parties agreed to a one year agreement due to the complexities involved in analyzing the proposed Defined Contribution retirement plan option for future employees. The parties agreed to form a labor management committee to explore and discuss this topic in anticipation of negotiating in the successor agreement. The substantive agreement modifications are as follows:

- **Officer in Charge (OIC):** Clarified eligibility for OIC out of class pay requiring four years of law enforcement experience and two years of service with the City of Forest Grove. Additionally, OIC pay will be initiated after one hour instead of four hours.
- **COLA:** Cost of living adjustments were negotiated for all classifications covered within the agreement at one and three tenths percent (1.3%) effective 7/01/2011. The Community Service Officer position will also receive an additional eight percent (8%) adjustment based on market data.
- **Incentive and Premiums:** Language was added to allow for five percent (5%) of base salary premium pay for employees who demonstrate fluency in speaking and understanding the Spanish language. Additionally, premium pay of five percent (5%) was added for the assignment of School Resource Officer.

- **Clothing Allowance:** Clothing allowance for detectives was increased to two hundred ninety-five dollars (\$295.00) every six months. Also, the process for replacing boots was changed from the City providing boots and being involved in their replacement and repair to providing a boot allowance of one hundred fifty dollars (\$150.00) every other year.
- **Retirement:** No changes to the retirement benefit were bargained. The parties agreed to convene a labor management committee with the purpose of integrating new hires into a defined contribution plan.
- **Term:** Extends the term of the agreement for one year, expiring June 30, 2012.

Fiscal Impact: The costs to implement this agreement are within the parameters set by Council and funds have been identified in the 2011-2012 budget and within the 5-year fiscal plan.

Staff Recommendation: Staff recommends the City Council approve the attached resolution authorizing the City Manager to execute the labor agreement between the City and FGPA attached as Exhibit A.



RESOLUTION NO. 2011-61

**RESOLUTION AUTHORIZING EXECUTION OF A
LABOR AGREEMENT BETWEEN THE CITY OF FOREST GROVE
AND FOREST GROVE POLICE ASSOCIATION (FGPA)
EFFECTIVE JULY 1, 2011, AND EXPIRING JUNE 30, 2012**

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, 2011, through June 30, 2012; 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: The City Council of the City of Forest Grove hereby approves and authorizes the City Manager to execute the labor agreement (Attached as Exhibit A) between the City of Forest Grove and Forest Grove Police Association (FGPA).

Section 2: That the compensation plan contained in this agreement is approved, effective July 1, 2011, and expiring June 30, 2012.

Section 3: That the fringe benefits contained in this agreement are approved, effective July 1, 2011, and expiring June 30, 2012.

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

PRESENTED AND PASSED this 27th day of June, 2011.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 27th day of June, 2011.

Peter B. Truax, Mayor

EXHIBIT-A

AGREEMENT
BETWEEN THE
CITY OF FOREST GROVE, OREGON
AND
FOREST GROVE POLICE ASSOCIATION
JULY 1, 2011 TO JUNE 30, 2012

TABLE OF CONTENTS

PREAMBLE.....	3
ARTICLE 1 - RECOGNITION.....	3
ARTICLE 2 - MANAGEMENT RIGHTS	4
ARTICLE 3 - EMPLOYEE RIGHTS.....	6
ARTICLE 4 - PEACEFUL PERFORMANCE OF CITY SERVICE.....	7
ARTICLE 5 - ASSOCIATION SECURITY	8
ARTICLE 6 - HOURS OF WORK.....	10
ARTICLE 7 - OVERTIME.....	12
ARTICLE 8 - SICK LEAVE	13
ARTICLE 9 - ON-THE-JOB INJURY.....	14
ARTICLE 10 - LEAVE OF ABSENCE.....	15
ARTICLE 11 - OUTSIDE EMPLOYMENT	16
ARTICLE 12 - HEALTH & WELFARE	17
ARTICLE 13 - RETIREMENT.....	21
ARTICLE 14 - VACATION	22
ARTICLE 15 - HOLIDAYS.....	23
ARTICLE 16 - PERSONNEL FILE	24
ARTICLE 17 - PROBATIONARY EMPLOYEES	25
ARTICLE 18 - SENIORITY	26
ARTICLE 19 - VACATION SCHEDULING	27
ARTICLE 20 - DISCIPLINARY ACTION.....	28
ARTICLE 21 - SUBSTANCE ABUSE POLICY.....	30
ARTICLE 22 - GRIEVANCE PROCEDURE	31
ARTICLE 23 - ASSOCIATION BUSINESS.....	33

ARTICLE 24 - CONTRACT RENEWAL SESSIONS 34
ARTICLE 25 - WAGES AND SALARIES 35
ARTICLE 26 - INCENTIVE PROGRAM 36
ARTICLE 27 - DEFERRED COMPENSATION PLAN 37
ARTICLE 28 - UNIFORMS & EQUIPMENT 38
ARTICLE 29 - SHIFT BIDDING 39
ARTICLE 30 - TRAVEL PAY 40
ARTICLE 31 - SAVINGS CLAUSE..... 41
ARTICLE 32 - TERM OF AGREEMENT 42

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. If the employee is assigned to swing shift or mid shift and the employee is called for jury duty immediately before or after a regularly scheduled work day, then the time spent serving as a juror will be viewed as hours credited towards time for the Safety Release.

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~~ established 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 was established beginning July 1, 2008.

Once per fiscal year 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) 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.

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 (1½ 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 1st will be approved or denied by March 1st. 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 one (1) hour or more shall be paid five percent (5%) premium on their base salary for the total time of such assignment. Employees assigned as "Senior" officer or OIC (Officer In Charge) shall have four (4) years of law enforcement experience and two years of service with the City and shall receive a five percent (5%) premium on their base salary for all hours worked as "Senior" officer or "OIC" .

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 “Acceptable” 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. An employee that demonstrates fluency in speaking and understanding the Spanish language shall be eligible to receive a premium of five percent (5.0%). 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%
School Resource Officer	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 ninety five dollars (\$295.00) 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 one hundred fifty dollars (\$150.00) every other year for boots for sworn officers, community service officers, evidence/records clerks and full-time evidence technicians to be used solely for City business. The style and other standards will be set by the Chief of Police. 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 four or more years law enforcement experience and two or more years of service 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.

Appendix A

Wages

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Effective 7/1/2011						
Records Specialist	2995	3114	3240	3369	3503	3644
Evidence Technician	3402	3538	3679	3827	3980	4141
Comm Service Officer	3183	3325	3471	3630	3794	3967
Police Officer	4224	4502	4704	4964	5187	5471
Sergeant	5232	5492	5768	6056	6359	6676

June 27, 2011

**REPORT ON RESOLUTION ADOPTING THE IMPLEMENTATION OF GASB
STATEMENT 54 BY COMMITTING THE ENDING FUND BALANCES OF THE
STREET TREE FUND AND THE FIRE EQUIPMENT REPLACEMENT FUND AND
DELEGATING AUTHORITY TO THE CITY MANAGER OR THE DIRECTOR OF
ADMINISTRATIVE SERVICES TO ASSIGN ENDING FUND BALANCES**

Project Team: Paul Downey, Director of Administrative Services
Sally Cicerchi, Accountant
Michael Sykes, City Manager

ISSUE STATEMENT: In February 2009, the Governmental Accounting Standards Board (GASB) issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, which requires the City Council to make certain decisions regarding the use of resources and classifications of ending fund balances in order for the Comprehensive Annual Financial Report (CAFR) to be in compliance with generally accepted accounting principles (GAAP). Fiscal year 2010-2011 is the first year the City must implement this new statement. Staff is requesting that the City Council approve the attached resolution to implement some of the requirements of GASB 54.

DISCUSSION: The intent of GASB 54 is to improve the usefulness of the amounts reported in ending fund balances on the year-end financial reports. Prior to GASB 54, ending fund balances were specified as reserved, designated, or unreserved. With GASB 54, a hierarchy of fund balance classifications has been created. These classifications are based primarily on the extent to which governments are bound by the constraints placed on resources reported in those funds. This approach is intended to provide users more consistent and understandable information about a fund's net resources.

For the City of Forest Grove, GASB 54 impacts the City's General Fund, Special Revenue Funds, Capital Project Funds and the Debt Service Fund for the fiscal year ending June 30, 2011. Previously, the City reported fund balances that were reserved, designated, or unreserved. With the implementation of GASB 54, there are five new categories required for ending fund balances:

- Nonspendable - Represents assets that are non-liquid (such as inventory) or legally or contractually required to be maintained intact (such as the principal amount of an endowment)
- Restricted – When constraints are placed on the use of resources for a specific purpose by enabling legislation (legally enforceable), external parties or constitutional provisions
- Committed – When constraints are created by the governing body on how it will spend its resources. These are enacted via legislation, resolution or ordinance and are in place as of the end of the fiscal period. The constraints remain binding until formally rescinded or changed by the same method the constraints were created. The difference between Restricted and Committed is that under Committed, the governing body can remove constraints it has imposed upon itself.
- Assigned – Designation of amounts by either the governing body or the staff (if authorized) to be used for a specific purpose narrower than the purpose of the fund.
- Unassigned – The excess of total ending fund balance over nonspendable, restricted, committed and assigned amounts. Only the General Fund has an unassigned category since money remaining in any other fund is automatically designated or assigned to the purposes of that fund.

GASB 54 also redefined Special Revenue Funds to allow ending fund balances to be classified only as restricted or committed. For some of the City's Special Revenue Funds, this necessitates the City Council to provide direction on the intended use of resources for the future. Following is a list of the City's Special Revenue Funds and their expected ending fund balance classifications:

<u>Category</u>	<u>Fund</u>	<u>Restricted by:</u>
Restricted	Street Fund	State Statute
Restricted	Building Permits	State Statute
Restricted	911 Reserve	State Statute
Restricted	Forfeiture Sharing	Federal Statute
Restricted	Community Enhancement	Metro Code
Restricted	Library Endowment	Donor Intent
Restricted	Library Donations	Donor Intent
Restricted	Public Arts Donations	Donor Intent
Restricted	Transportation System	Contract with State
Committed	Trail System	City Ordinance 2006-23
Undefined	Street Tree	Proposed Resolution

As demonstrated in this table, the City has yet to formally commit the ending fund balances of the Street Tree Fund. There is a City ordinance requiring street trees for development but the ordinance does not address how to account for the funds for this activity. Under the new GASB 54 rules, if the balance of a Special Revenue Fund is not formally restricted or committed by fiscal year end, then it must be reported as part of the General Fund for fiscal year end audited financial statement purposes. Since the fees collected for street trees are intended to be used only for that purpose, City staff recommends formally committing the ending fund balance of the Street Tree Fund for street tree purposes.

Staff is also recommending that the City commit the ending fund balance of the Fire Equipment Replacement Fund, a Capital Projects fund, since the principal source of funding for this fund is transfers from the CIP Excise Tax Fund.

GASB 54 allows the City Council authority to “assign” ending fund balances. The pronouncement also allows the governing body to bestow this authority to a City officer or designee. To provide the City with the most flexibility in financial reporting, staff is recommending that the City Manager or the Director of Administrative Services be given authority to assign resources and ending fund balances if applicable.

FISCAL IMPACT: GASB 54 will not affect the calculation of the ending fund balance for each fund. This is just a reclassification of ending fund balances into five possible categories instead of the three categories prior to GASB 54.

STAFF RECOMMENDATION: Staff recommends the City Council adopt the attached resolution so the requirements of GASB Statement 54 can be implemented.



RESOLUTION NO. 2011-62

**RESOLUTION ADOPTING THE IMPLEMENTATION OF GASB STATEMENT 54
BY COMMITTING THE ENDING FUND BALANCES OF THE STREET TREE FUND AND
THE FIRE EQUIPMENT REPLACEMENT FUND AND DELEGATING AUTHORITY TO
THE CITY MANAGER OR THE DIRECTOR OF ADMINISTRATIVE SERVICES TO
ASSIGN ENDING FUND BALANCES**

WHEREAS, prior to GASB Statement 54, ending fund balances were specified as reserved, designated, or unreserved; and

WHEREAS, in 2009, GASB 54 required reclassification of the ending fund balances into five categories: nonspendable, restricted, committed, assigned, and unassigned; and

WHEREAS, the City has reclassified all the required ending fund balances except for the Street Tree Fund and the Fire Equipment Replacement Fund; and

WHEREAS, as resources are received there might be the necessity for the City Manager or the Director of Administrative Services to assign them for a specific purpose that is narrower than the purpose of the fund.

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

- Section 1:** To formally commit the ending fund balance of the Street Tree Fund for street tree purposes.
- Section 2:** To formally commit the ending fund balance of the Fire Equipment Replacement Fund for fire equipment and fire facility capital outlay.
- Section 3:** To give the authority to the City Manager or Director of Administrative Services to assign resources/fund balances as needed.
- Section 4:** This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 27th day of June, 2011.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 27th day of June, 2011.

Peter B. Truax, Mayor

Memorandum

TO: Mayor Peter Truax and City Council

FROM: Anna D. Ruggles, CMC, City Recorder

DATE: June 27, 2011

SUBJECT: Performance Evaluation for City Manager

BACKGROUND:

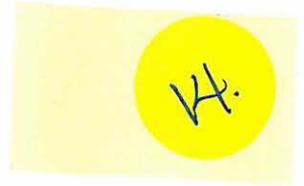
Pursuant to City Manager's Employment Agreement, Section 6, the City Council must evaluate the City Manager's annual performance and pursuant to Section 5, the City Council must set the City Manager's compensation annually.

Council held an Executive Session under ORS 192.660(2)(i) on May 23, 2011, to hear the City Manager's self-evaluation and held an Executive Session on June 13 and June 27, 2011, to complete the review and present the evaluation to the City Manager.

The State of Oregon open meeting law requires Council to return to an open public meeting to give a summary of the City Manager's annual performance review as it relates to any compensation consideration. The City Manager's current salary is \$10,529/monthly (\$126,348/annually).

STAFF RECOMMENDATION: That the City Council shall take such action as it deems appropriate. Staff prepared a proposed resolution authorizing to amend the City Manager's Employment Agreement and setting compensation for the City Manager for Fiscal Year 2011-12, effective July 1, 2011, through June 30, 2012. If approved by City Council, staff will amend the resolution after Council discussion pertaining to the City Manager's performance review and compensation consideration.

RESOLUTION NO. 2011-63



RESOLUTION AMENDING THE CITY MANAGER'S COMPENSATION PLAN
AND CITY MANAGER'S EMPLOYMENT AGREEMENT AND AUTHORIZING
COMPENSATION FOR THE CITY MANAGER FOR FISCAL YEAR
2011-12, EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2012

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

WHEREAS, the City Council evaluated the performance of the City Manager on May 23, June 14, and June 27, 2011, and found the City Manager's performance to be meritorious; and

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

Section 1. That the City Manager's base salary will be \$ _____ /monthly (\$ _____ /annually), effective July 1, 2011, through June 30, 2012.

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 AND PASSED this 27th day of June, 2011.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 27th day of June, 2011.

Peter B. Truax, Mayor

AMENDMENT TO EMPLOYMENT AGREEMENT

DATE: Effective July 1, 2011

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 \$_____ /monthly (\$_____ /annually), effective July 1, 2011, through June 30, 2012.

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

CITY OF FOREST GROVE:

EMPLOYEE:

By: _____
Peter B. Truax, Mayor
Date: June 27, 2011

Michael J. Sykes, City Manager
Date: June 27, 2011

Resolution No. 2011-63

Amendment No. 7
To the Employee Agreement dated June 29, 2004 (Effective August 1, 2004)

June 27, 2011

**STAFF REPORT AND RESOLUTION SETTING CERTAIN
FEES FOR WATER AND LIGHT & POWER**

PROJECT TEAM: Rob Foster, Director, Public Works
Susan Cole, Assistant Director, Administrative Services
Paul Downey, Director, Administrative Services
Michael Sykes, City Manager

ISSUE STATEMENT: The attached resolution proposes to increase water fees for particular services and circumstances not covered by the monthly user rates. In addition, certain fees charged by Light and Power are set equal to the equivalent water fee, so the pertinent Light and Power fees are also included.

BACKGROUND: The City engaged the services of FCS Group (FCS) to perform a cost of service analysis on the City's water utility to ensure that rates and are recovering adequate revenue in an equitable manner. This review also covered the miscellaneous services and their associated fees not covered by the monthly user rates. Because many of the fees also apply to Light and Power, the fees charged for Light and Power in these areas are set equal to the water fees. The following identifies the fees and offers a brief explanation:

1. Water shut off/on at customer request: The City desires for property owners to call the Public Works Department to turn off & back on water meters, and not do it themselves. This prevents unintended damage to the water meter. The attached fee resolution proposes to set this fee to zero to remove a price signal that may prevent people from calling the City for this service.
2. Water shut off/on at customer request, after hours: While the City wants to encourage people to call for meter shut offs/ons during business hours and not do it themselves, at the same time the City does not want to perform this service after hours or on weekends. The proposed \$150.00 fee is set to recover the cost of overtime if staff are sent out after-hours or weekends to shut off or turn on a meter. There could be unusual or extraordinary circumstances where the City may agree to waive this fee, for example, if a strong wind storm blows a tree down that takes the meter with it. The City may have an interest in fixing the problem right away and not discourage someone calling in the problem due to the fee, therefore, the proposed resolution allows the Public Works Director to waive this fee on a case-by-case basis.