

November-15						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 HB Thompson	Planning Comm 7pm	2 Red Cross Blood Drive 1pm - 6pm - Comm Aud CCI 5:30pm Election Day	3 Municipal Court	4 ODOT Open House Pacific Ave & Quince Imps 5pm - Comm Aud EDC Noon	5 S&CC 1st Friday	6 CFC Workshop 9am Verboort Event 10am
Nyuzen Student Delegation Departs		NLC Conference - Nashville				
8 HB Lowe	9 CITY COUNCIL 5:45 PM - JT WORK SESSION (w/Planning Comm) 7:00 PM - REGULAR MEETING 7:45 PM - WORK SESSION (Marijuana Activities) COMMUNITY AUDITORIUM	10 PERS Mtg 9:30am Library 6:30pm	11 CITY OFFICES CLOSED	12 MPAC TBA PAC 5pm	13 WC Mayors	14 FGSCC Flea Mkt 9am
15	Chamber Luncheon - Prime Time FGS&CC Bd Mtg 6:30pm Planning Comm 7pm	16 Fernhill Wellands 5:30pm	17 Municipal Court P&R 7am CFC 5:15pm CAO 5pm CWAC 5:30pm	18 Sustainability 6pm TBA Food Film 7:30pm	19	20
22	23 CITY COUNCIL 5:30 PM - TVCTV COUNCIL HOLIDAY GREETING 5:45PM - WORK SESSION (B&C Interviews) 6:00 PM - JT WORK SESSION (w/Library Comm) 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM	24 HLB 7:15pm	25 PSAC 7:30am MPAC 5pm	26 CITY OFFICES CLOSED WEA Breakfast Sustainability Moved to 19th	27 CITY OFFICES CLOSED Tree Lighting - 6pm Chamber	28 Shop Small Business
29	30					
December-15						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 CCI 5:30pm	2 Municipal Court	3 EDC Noon	4 LOC Board Mtg - 9am Salem S&CC 1st Friday	5 Best Bell Ringer 2pm Holiday In The Groove Holiday Light Parade 5pm
6 Planning Comm 7pm	7 Red Cross Blood Drive 1pm - 6pm - Comm Aud	8 Library 6:30pm	9 Employee Luncheon 11:30 am - 2pm - Comm Aud SC Food Waste Composting 6:30pm - Comm Aud MPAC 5pm	10 PAC 5pm	11	12 FGSCC Flea Mkt 9am
13	14 CITY COUNCIL 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM	15 Fernhill Wellands 5:30pm	16 Municipal Court P&R 7am CFC 5:15pm CAO 5pm CWAC 5:30pm	17 Sustainability 6pm TBA Food Film 7:30pm	18 WC Mayors	19
20 Chamber Luncheon FGS&CC Bd Mtg 6:30pm Planning Comm 7pm	21 HLB 7:15pm	22 HLB 7:15pm	23 PSAC 7:30am MPAC 5pm	24 WEA Breakfast Sustainability Moved to 17th	25 CITY OFFICES CLOSED	26
27 NO CITY COUNCIL MEETING	28	29	30	31		
Jan-16						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 S&CC 1st Friday CITY OFFICES CLOSED	2
3 Planning Comm 7pm	4 CCI 5:30pm	5 Water Providers EC 5:30pm	6 Municipal Court	7 Western WA County Cities Joint Legislative Session 5:30 pm - TBD EDC Noon	8	9
10	11 Red Cross Blood Drive 1pm - 6pm - Comm Aud Library 6:30pm	12 Beaverton City Address 7:30pm MPAC 5pm	13	14 Mercy Corps 4pm, Fire St PAC 5pm	15 WC Mayors	16
17 FGS&CC Bd Mtg 6:30pm	18 CITY OFFICES CLOSED	19 Fernhill Wellands 5:30pm	20 Municipal Court P&R 7am CFC 5:15pm CAO 5pm CWAC 5:30pm	21 B&C Recognition Reception 5:30 pm - TBD Mercy Corps 4pm, Fire St Food Film 7:30pm	22	23
24 Chamber Luncheon	25 CITY COUNCIL 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM	26 HLB 7:15pm	27 PSAC 7:30am MPAC 5pm Tualatin City Address 8pm	28 WEA Breakfast Mercy Corps 4pm, Fire St Sustainability 6pm Hillsboro City Address 7pm	29	30 Annual Town Meeting 8am - Comm Aud
31						

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FOREST GROVE CITY COUNCIL

Monday, November 23, 2015

Meeting Agenda

5:30 PM – City Council Holiday Greeting

5:40 PM – Work Session (B&C Annual Recruitment Interviews)

6:15 PM – Joint Work Session (Library Commission)

7:00 PM – Regular Meeting

Community Auditorium

1915 Main Street

Forest Grove, OR 97116

Forest Grove City Council Meetings are televised live by Tualatin Valley Community Television (TVCTV) Government Access Programming, Ch 30. To obtain the programming schedule, please contact TVCTV at 503.629.8534 or visit <http://www.tvctv.org/government-programming/government-meetings/forest-grove>.

PETER B. TRUAX, MAYOR

Thomas L. Johnston, Council President
Richard G. Kidd III
Victoria J. Lowe

Ronald C. Thompson
Elena Uhing
Malynda H. Wenzl

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.

**FOREST GROVE CITY COUNCIL AGENDA
NOVEMBER 23, 2015
PAGE 2**

Peter Truax, Mayor	<u>5:30</u>	<p><u>CITY COUNCIL HOLIDAY GREETING</u> The City Council will convene in the Community Auditorium; TVCTV will record Forest Grove's City Council Holiday Greeting.</p>
Anna Ruggles, City Recorder Jesse VanderZanden, City Manager	<u>5:40</u>	<p><u>WORK SESSION: BOARDS, COMMITTEES AND COMMISSIONS (B&C) RECRUITMENT INTERVIEWS</u> 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).</p>
Colleen Winters, Library Director Jesse VanderZanden, City Manager	<u>6:15</u>	<p><u>JOINT WORK SESSION WITH LIBRARY COMMISSION: STRATEGIC PLANNING</u> The City Council will convene in the Community Auditorium to conduct the above work session. The public is invited to attend and observe the work session; however, no public comment will be taken. The Council will take no formal action during the work session.</p>
Peter Truax, Mayor	<u>7:00</u>	<p>1. <u>REGULAR MEETING:</u> Roll Call and Pledge of Allegiance</p> <p>1. A. <u>PROCLAMATION:</u></p> <ul style="list-style-type: none"> • <i>Human Rights Week, December 7 – 13, 2015, presenting to Lauri Stewart and Nancy Panitch</i> <p>2. <u>CITIZEN COMMUNICATIONS:</u> Anyone wishing to speak to Council on an item <u>not on the agenda</u> may be heard at this time. <i>Please sign-in before the meeting on the Citizen Communications form posted in the foyer.</i> In the interest of time, please limit comments to two minutes. Thank you.</p> <p>3. <u>CONSENT AGENDA:</u> See Page 4</p> <p>4. <u>ADDITIONS/DELETIONS:</u></p> <p>5. <u>PRESENTATIONS:</u></p>
Rob Foster, Public Works Director Jesse VanderZanden, City Manager	7:05	<p>5. A. <u>Oregon Department of Transportation, Shelli Romero, MPA, Interim Area Manager</u></p> <ul style="list-style-type: none"> ▪ <i>Pacific Avenue (Highway 8) at Quince Street (Highway 47) Intersection Improvements Project</i>
Rob Foster, Public Works Director Nick Kelsay, Project Engineer Jesse VanderZanden, City Manager	7:25	<p>5. B. <u>Transportation Project Updates</u></p> <ul style="list-style-type: none"> ▪ <i>David Hill Road Extension / Highway 47 Intersection Proposed Improvements</i> ▪ <i>Purdin-Verboort / Highway 47 Intersection Proposed Improvements</i>

Mayor Peter Truax Jesse VanderZanden, City Manager	7:35	5. C.	<ul style="list-style-type: none"> • Susan McLain, State Representative, District 29 <ul style="list-style-type: none"> ▪ <i>Legislative Update</i>
Jon Holan, Community Development Director	7:50	5. D.	<ul style="list-style-type: none"> • Sustainability Commission, Karin Pfeiffer-Hoyt, Vice Chair <ul style="list-style-type: none"> ▪ <i>Latino Summit Report</i>
Brenda Camilli, Human Resources Manager Paul Downey, Administrative Services Director Jesse VanderZanden, City Manager	8:10	6.	<u>RESOLUTION NO. 2015-77 AUTHORIZING EXECUTION OF A LABOR AGREEMENT BETWEEN THE CITY OF FOREST GROVE AND FOREST GROVE PAID FIREFIGHTER'S ASSOCIATION (FGPFA), EFFECTIVE JULY 1, 2015, THROUGH JUNE 30, 2018</u>
Jeff King, Economic Development Manager Paul Downey, Administrative Services Director Jesse VanderZanden, City Manager	8:15	7.	<u>RESOLUTION NO. 2015-78 AUTHORIZING CITY MANAGER TO APPLY FOR A TRADEMARK OF THE THREE LEAVES LOGO AND/OR TAGLINE AND UPON APPROVAL OF THE TRADEMARK TO PREPARE AN ORDINANCE AND CODE FOR THE ADOPTION OF THE LOGO AS THE OFFICIAL LOGO FOR THE CITY OF FOREST GROVE</u>
City Councilors	8:30	8.	<u>CITY COUNCIL COMMUNICATIONS:</u>
Jesse VanderZanden, City Manager	8:45	9.	<u>CITY MANAGER'S REPORT:</u>
Peter Truax, Mayor	8:50	10.	<u>MAYOR'S REPORT:</u>
	9:00	11.	<u>ADJOURNMENT:</u>

-
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 remaining Consent Agenda item(s).
- A. Approve City Council and Planning Commission Joint Work Session (Proposed Amendments to Development Code; Design Guidelines; and Official Zoning Map)
 - B. Approve City Council Regular Meeting Minutes and Work Session (Marijuana Activities – Proposed City Code Amendments) of November 9, 2015.
 - C. Accept Library Commission Meeting Minutes of October 13, 2015.
-



TO: Mayor Peter Truax and City Councilors

PROJECT TEAM: Anna D. Ruggles, CMC, City Recorder
Jesse VanderZanden, City Manager

DATE: November 23, 2015

SUBJECT: B&C Recruitment Interviews

BACKGROUND:

Attached you will find the following items for the Boards, Committees, and Commissions interview(s) scheduled for Monday, November 23, 2015, City Council Work Session.

- Boards, Committees, Commissions Number of Vacancies;
- Possible Interview Questions; and
- Application(s)

STAFF RECOMMENDATION:

Conduct interview of the applicant(s) who expressed interest in serving on the Advisory Boards, Committees, and Commissions (B&C). Staff requests Council wait to make determinations of new appointment(s) as the City is currently accepting B&C annual recruitment applications and is accepting B&C reappointments as well. Annual recruitment interview(s) will continue tentatively scheduled in Council work session on Monday, December 14, 2015.

Possible Questions for B&C Applicant Interviews:

Please feel free to use any questions and/or information that you wish in order to conduct a successful interview. Please note: 5-7minutes are allotted for question and answer time.

If there were one area you've always wanted to improve upon, what would that be?

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

What are some of your proudest achievements?

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 or a major concern 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 by the public? Such as making an unpopular decision that may go against property owners' desire or that is not supported by your friends and neighbors.

What ideas do you have that would help Forest Grove become a more sustainable community?

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?

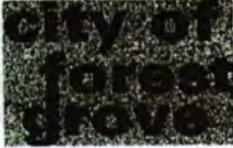
May we keep your application on file? _____

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 applicant soon thereafter.

2015–16 BOARDS, COMMITTEES & COMMISSIONS VACANCIES

COMMISSION	REQUIREMENTS	# VACANCIES	EXPIRES
BUDGET Meets in April/May	7 – Members 3 – Year Term; All members must live in City per ORS		
COMMITTEE FOR CITIZEN INVOLVEMENT Meets 1 st Tuesday, 5:30 pm	7 – Members - 4 – Year Term Student Advisor	1 – Vacancy, Effective 01/31/16 1 – Student Vacancy	01/31/19 01/31/16
COMMUNITY FORESTRY COMMISSION Meets 3 rd Wednesday, 5:15 pm	7 – Members - 3 – Year Term 3 members may live outside City – Currently 3 Student Advisor	1 – Vacancy 1 – Student Vacancy	12/31/18 12/31/16
ECONOMIC DEVELOPMENT COMMISSION Meets 1 st Thursday, Noon	19 – Members - 3 – Year Term 6 Public & Non-Profit; 12 Business 1 At-Large Student Advisor	1 – Student Vacancy	12/31/16
HISTORIC LANDMARKS BOARD Meets 4 th Tuesday, 7:15 pm	7 – Members - 4 – Year Term 2 members may live outside City – Currently 0 Student Advisor	1 – Vacancy 1 – Vacancy 1 – Student Vacancy	12/31/16 12/31/16 12/31/16
LIBRARY Meets 2 nd Tuesday, 6:30 pm	7 – Members - 2 – Year Term Student Advisor	1 – Vacancy 1 – Vacancy	12/31/17 12/31/16
PARKS & RECREATION COMMISSION Meets 3 rd Wednesday 7:00 am	9 – Members - 4 – Year Term 3 members At-Large – Currently 2 2 members may live outside City – Currently 1 1 member each district: NNW = Forest Glen, Knox Ridge, Thatcher/Loomis; NW = Lincoln, Hazel Sills, Aquatic Center, Talisman; SW = Rogers; SE = Joseph Gale; NE = Bard and Stites Parks Student Advisor	1 – Vacancy At-Large Effective 12/31/15 1 – Student Vacancy	12/31/19 12/31/16
PLANNING COMMISSION Meets 1 st and 3 rd Monday 7:00 pm	7 – Members - 4 – Year Term 2 members may live outside City – Currently 1 1 member in real estate for profit – Currently 1 2 members same trade/occupation – Currently 0		
PUBLIC ARTS COMMISSION Meets 2 nd Thursday, 5:00 pm	9 – Members - 3 – Year Term All members At-Large	1 – Student Vacancy	12/31/16
PUBLIC SAFETY ADVISORY COMMISSION Meets 4 th Wednesday 7:30 am	7 – Members - 4 – Year Term 2 members Rural Fire District – Currently 0 Non-Voting Reps Rural Fire Dist; Chamber; FG School District; and Pacific University	1 – Citizen Fire District 1 – Citizen Fire District 1 – Student Vacancy	12/31/16 12/31/17 12/31/16
SUSTAINABILITY COMMISSION Meets 4 th Thursday 6:00 pm	13 – Members - 4 – Year Term 3 At-Large; Voting Reps Clean Water Services; Economic At-Large; Educator; Ethnic/Cultural Affiliation; FG School District; Non-Profit Service; Pacific University; Sustainable Business; 1 Pacific University Student; and 1 – FG High School Student		



RECEIVED
SEP 11 2015
BY: _____

Interviewed
Nov 23, 2015
5:45pm

APPLICATION FOR CITIZENS ADVISORY BOARDS, COMMITTEES & COMMISSIONS

Please check the Advisory Board(s) on which you would like to serve. (If interested in more than one, please note order of preference):

- | | |
|---|--|
| <input type="checkbox"/> Budget Committee | <input type="checkbox"/> Library Commission |
| <input type="checkbox"/> Committee for Citizen Involvement | <input type="checkbox"/> Parks & Recreation Commission |
| <input checked="" type="checkbox"/> Community for Forestry Commission | <input type="checkbox"/> Planning Commission |
| <input type="checkbox"/> Economic Development Commission | <input type="checkbox"/> Public Arts Commission |
| <input type="checkbox"/> Historic Landmarks Board | <input type="checkbox"/> Public Safety Advisory Commission |

SEEKING REAPPOINTMENT: *Reappointments interviewed at Council's discretion.*

_____ # of term(s) previously served

_____ % of previous attendance.

Name: Thomas Epler Home Phone: 503 [redacted]

Residence Address: [redacted] sw Old Highway 47 Business Phone: 503 357 5141

Mailing Address: _____ E-mail Address: [redacted]

Employer: EF Nursery Inc. Occupation Profession: Sales and operations

Years lived in Forest Grove? 29 Do you reside within City limits? NO How did you hear of this opportunity? Commission member

How would you currently rate the City's performance? Excellent Good Fair Poor

What ideas do you have for improving "Fair" or "Poor" performance? _____

Why are you interested in serving on the Advisory Board/Commission(s)? I am interested in a position since trees are such a needed and undervalued portion of our city, undervalued by the general public, and feel the need to help inform them.

What contributions do you feel you can/will make to the Board/Commission(s)? Being an employee of EF Nursery, I feel that I can bring the grower perspective to the commission that is lacking.

What qualifications, skills, or experiences would you bring to the Board/Commission(s)? With the city planting trees at 2" caliper, I feel that I can help everyone with how the trees will look now as opposed to the mature look and size.

Previous appointed or elected offices: 2 terms as Vice President of the Northwest Bison Association

Previous/current community affiliations and activities: Vp of NWBA, Treasurer of Pi Kappa Phi at OSU

May we keep your name on file if not appointed at this time? YES NO (1008)



CITIZEN ADVISORY BOARDS, COMMITTEES

INTERVIEW
Nov 23, 2015
6pm

RECEIVED
CITY OF FOREST GROVE
BY: AW

(Please complete, sign and date application form and return to:
City of Forest Grove
Attn: Anna Ruggles, City Recorder
1924 Council Street • P. O. Box 326
Forest Grove, OR 97116-0326
Fax • 503.992.3207 Office • 503.992.3235
aruggles@forestgrove-or.gov

Please check the Advisory Board on which you would like to be considered for appointment. If interested in serving on multiple Boards, please list the order of preference (1-10). Terms vary. (Please note: The meeting dates/times are subject to change with advance notice).

- Budget Committee 3-4 times in May
- Committee for Citizen Involvement 1st Tuesday, 5:30pm
- Community Forestry Commission 3rd Wednesday, 5:15pm
- Economic Development Commission 1st Thursday, Noon
- Historic Landmarks Board 4th Tuesday, 7:15pm
- Library Commission 2nd Tuesday, 6:30pm
- Parks & Recreation Commission 3rd Wednesday, 7am
- Planning Commission 1st & 3rd Monday, 7pm
- Public Arts Commission 2nd Thursday, 5pm
- Public Safety Advisory Commission 4th Wednesday, 7:30am
- Sustainability Commission 4th Thursday, 6pm

NAME: Jane Burch-Pesses HOME PHONE: 503-[REDACTED]

RESIDENCE ADDRESS: [REDACTED] SE Sierra St., Hillsboro, OR 97123 BUSINESS PHONE: 503-992-1443

MAILING ADDRESS: 2004 Main St., Suite 200, FG, OR 97116 E-MAIL: [REDACTED]@n

EMPLOYER: self OCCUPATION/PROFESSION: Acupuncturist

Years living in Forest Grove? 0 Live in City limits? no How did you hear of this opportunity? a friend

How would you currently rate City's performance? Excellent Good Fair Poor

What ideas do you have for improving "Fair" or "Poor" performance? _____

Why are you interested in serving on the Advisory Board/Committee/Commission? I would like to support and promote tree planting and tree care in Forest Grove. I would also like to see a co-operative business in Forest Grove similar to the in Cleveland to provide reliable jobs.

What contributions do you feel you can/will make to the Board/Committee/Commission? I care about these issues and I have worked in bureaucracies before (Navy vet) so I understand that it requires a long view to get anything done, and also a willingness to pay attention to details and do what is required.

What qualifications, skills, or experiences would you bring to the Board/Committee/Commission? I am currently working with the DCCFW on our tree gleaning project. I shepherded the DCCFW through the 501(c)3 application, assisted the state acupuncture association in rewriting their by-laws, etc.

Previous/current appointed or elected offices: Membership director for Oregon Acupuncture Assoc. 2002 to 2003

Previous/current community affiliations or activities: Dairy Creek Community Food Web (DCCFW)

If not appointed at this time, may we keep your name on file? Yes No

Signature: Jane Burch-Pesses Date: 10/15/15

I have sufficient time to devote to this responsibility and will attend the required meetings if appointed.

(App 01/14)



Memorandum

TO: Mayor Truax and City Councilors

FROM: Colleen Winters, Library Director
Jesse VanderZanden, City Manager

DATE: November 23rd, 2015

SUBJECT: Library Commission/City Council Joint Work Session re:
Library's Strategic Planning Process

BACKGROUND: The purpose of the work session is to update the Council on the Library's recent Strategic Planning Process.

The Library Commission Chair, Pamela Bailey, will be presenting a short review of the history of the project, the process that was chosen, and the current status.

All members of the Commission will be in attendance and will contribute to Pam's presentation.

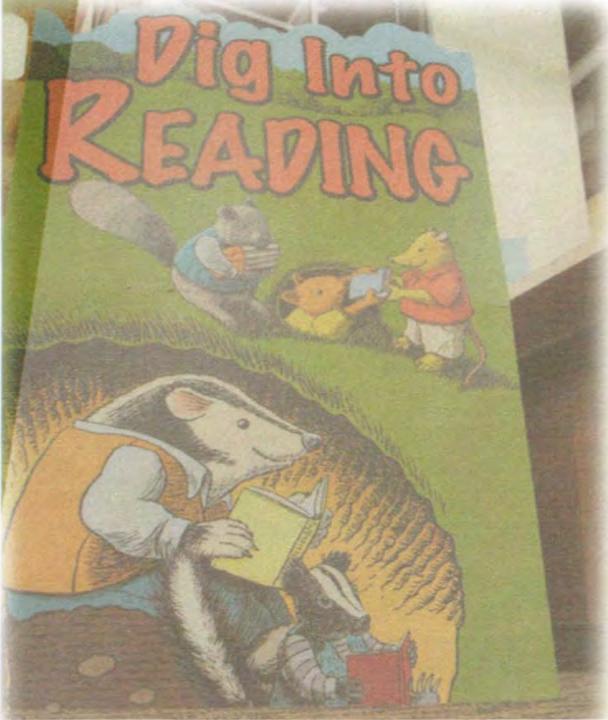
There will be approximately 30 – 40 minutes for questions and discussion.

STAFF RECOMMENDATION: This report/presentation is for informational purposes only.

JOINT WORK SESSION:

Strategic Planning

Forest Grove
Library Commission



Strategic Planning

- ▶ History and background
- ▶ Strategic planning meetings
- ▶ Next steps

History and Background

- ▶ At our 2013 Annual Retreat, the Library Commission identified “The Future of Libraries” as a current and vital topic to explore.
- ▶ We decided a Strategic Planning Process would be helpful in making plans for the future.
- ▶ Over the next 18 months the topic and process were researched and explored and this became the Library’s Visioning and Planning Process.
- ▶ Jon Youngberg compiled information from many sources over many months, creating a document to guide our process.



- ▶ November 2014, Mike Smith graciously agreed to become our volunteer consultant on this project.
- ▶ Mike had used this planning process which is designed for libraries, during his tenure as Library Director in Hillsboro.
- ▶ The Library Commission adopted the same process.
- ▶ The process focuses on getting input from citizens.
- ▶ The purpose is to keep the library vibrant and relevant and responsive to our community's needs.



Stakeholders reflect our community:

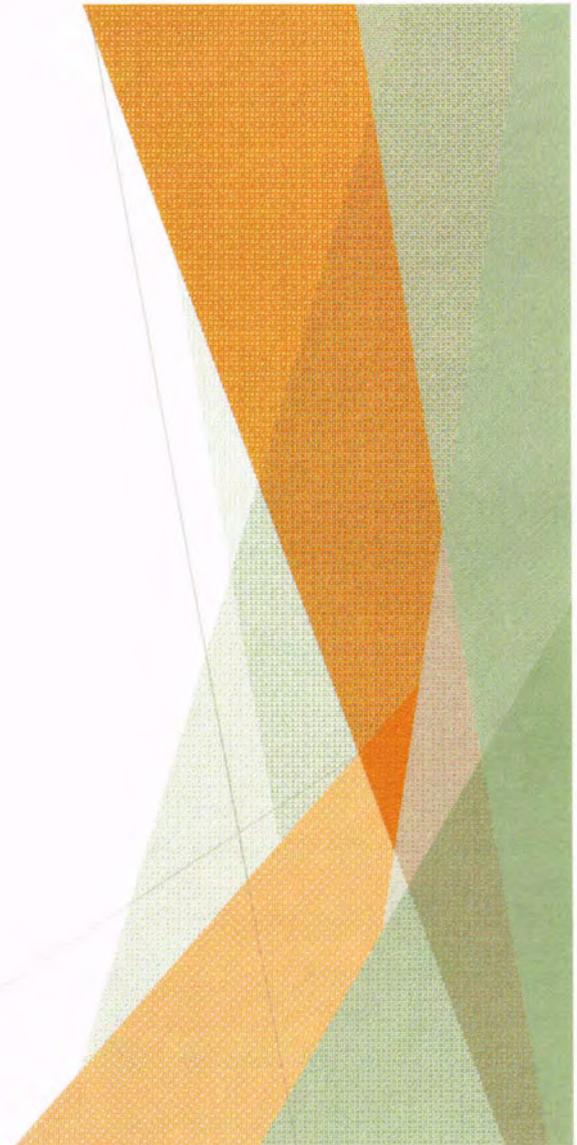
► List of folks here:

Chamber of Commerce = Tom Belusko
School District = Eldena Vanderzanden
Pacific = Marita Kunkel
Latino Community = Emma Ochoa Valdez
High School = Violet Crain and Mitchell Faris
Rotary = John Schrag
Friends and Foundation = Carol Woodford and Mike Smith
City Council = Malynda Wenzl
Library Staff = Colleen Winters and Pam Ehrensing
Patrons = Lisa Ruder and Nikki Augustine
Homeschooler = Gretchen Olson
Senior Community = Nancy Combs
Library Commission = Jon Youngberg

September 12, 2015 Meeting

- ▶ Stakeholders were provided information on the Library's mission statement and the City's Vision Statement, then asked to answer these questions:
 - ▶ How do we keep our library important, popular, supported, relevant and necessary?
 - ▶ What must be done over the next 3 years to maintain or increase the library's role?
 - ▶ How should our library change to respond to the desires of our community?

Stakeholders gathering outside the Rogers Room.



Facilitator Tom Beck presenting the agenda for the day.



Colleen provides information to the participants.



Stakeholders worked in groups to brainstorm ideas.



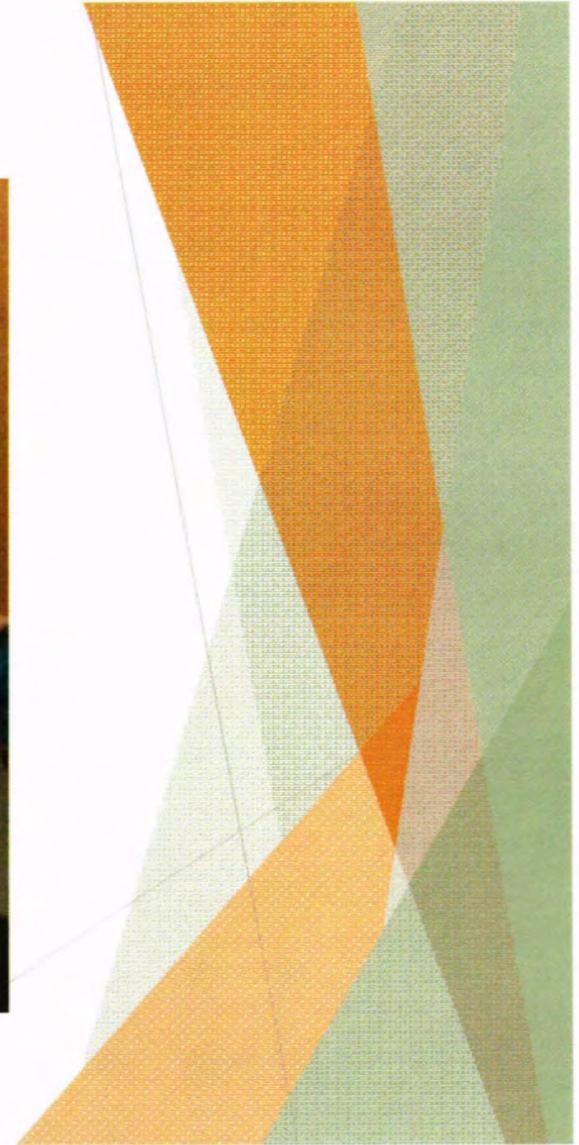
Between the Sept. 12 and Oct. 17 Meetings:

- ▶ The first meeting was quite productive, many great ideas and lots of lists.
- ▶ Colleen and her staff reviewed, sorted and organized the information from the September meeting.
- ▶ Library staff did further research and development of these areas for presentation and review at the October meeting.

October 17 Meeting

- ▶ Community stakeholders revisit, review and build upon their work.
- ▶ The four categories on which to focus: Teens and Tweens, Library as a Cultural Center, Technology, Latino Outreach and Services



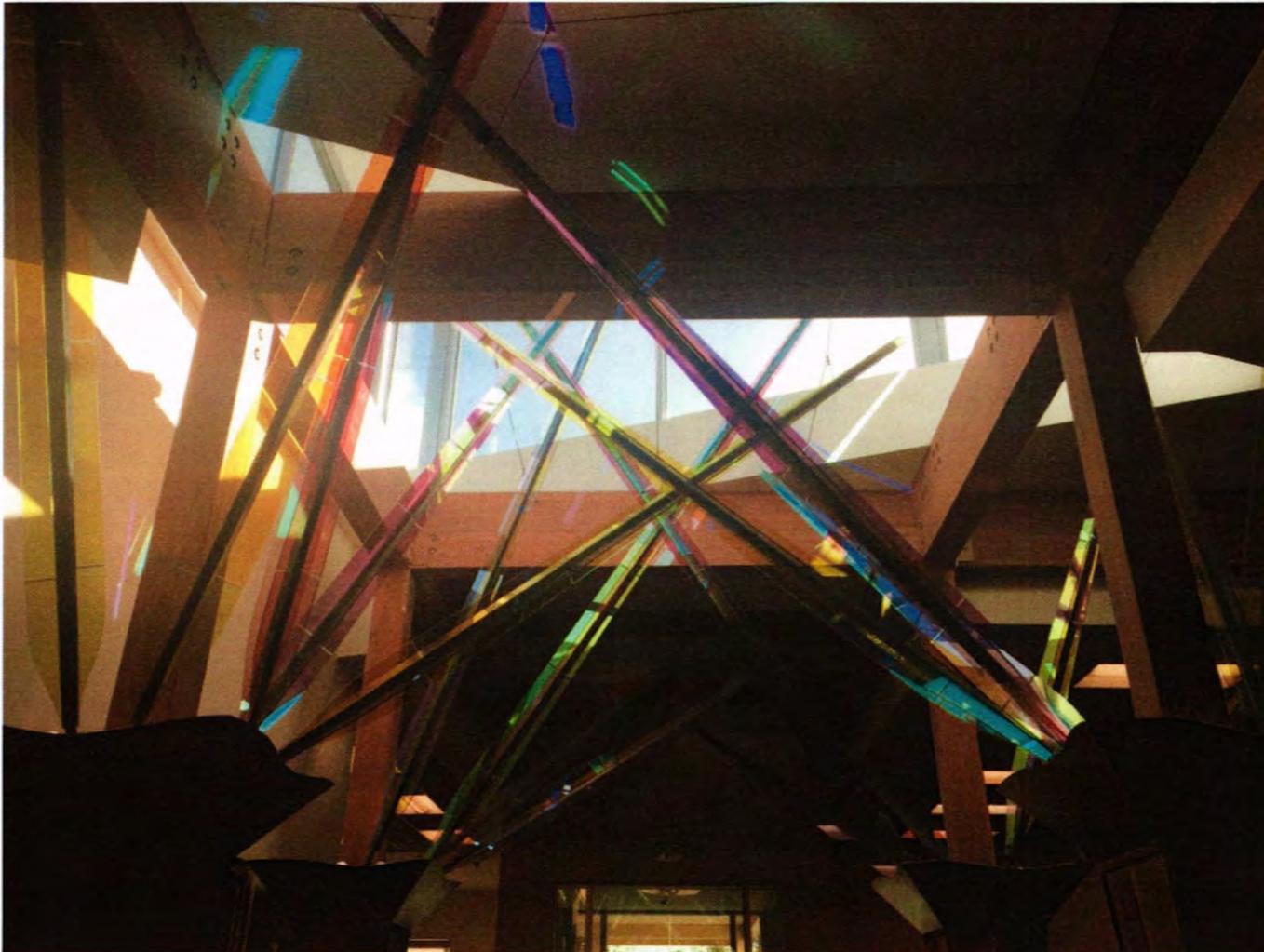


Reflections:

- ▶ A big undertaking, but a great way to involve the community.
- ▶ We were able to customize the process to make it work well for our city.
- ▶ We're on the right path: Some ideas generated by the SPP were already in works.
- ▶ The ideas generated by this process will help us to develop a prioritized plan for the next few years.

Thank you!

- ▶ Special thanks to Mike Smith who provided much guidance and encouragement to the Library Commission.
- ▶ Many thanks to Tom Beck for his insights and for facilitating the meetings.
- ▶ Our gratitude to Colleen Winters and the staff for making the library such a welcoming place in our community.



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PROCLAMATION

Human Rights

WHEREAS, on December 10, 1948, the member States of the United Nations signed the Universal Declaration of Human Rights and countries of different political, economic and social systems unanimously agreed on the fundamental rights that all people share solely on the basis of their common humanity; and

WHEREAS, the Universal Declaration asserts recognition of the inherent dignity and of the equal and inalienable rights of all members of the human family is the foundation of freedom, justice, and peace; and

WHEREAS, disregard and contempt for human rights have resulted in acts which have outraged the conscience of mankind, and the advent of the world in which human beings shall enjoy freedom of speech and belief and freedom from fear and want has been proclaimed as the highest aspiration of the common people; and

WHEREAS, the Universal Declaration is referred to as the authoritative definition of human rights standards and increasingly referred to as customary international law, which all countries must abide; and

WHEREAS, the primary responsibility to promote respect for these rights and freedoms lies with each individual in the City of Forest Grove, and each of us can play a major role in enhancing human rights; and

WHEREAS, the people of the City of Forest Grove reaffirm their faith in fundamental human rights, in the dignity and worth of the human person and in the equal rights of men and women and have determined to promote social progress and better standards of life; and

NOW, THEREFORE, the City Council of the City of Forest Grove, Oregon, does hereby proclaim **December 7 – 13, 2015**, to be **HUMAN RIGHTS WEEK** and **December 10, 2015**, as **HUMAN RIGHTS DAY** and we encourage our citizens to study and promote the ideas contained in Universal Declaration of Human Rights to the end that freedom, justice, and equality shall not perish but will flourish and be made available to all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Forest Grove, Oregon, to be affixed this 23rd day of November, 2015.



A handwritten signature in blue ink, appearing to read "Peter B. Truax".

Peter B. Truax, Mayor

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**FOREST GROVE CITY COUNCIL
JOINT WORK SESSION WITH PLANNING COMMISSION
(DEVELOPMENT CODE UPDATE)
NOVEMBER 9, 2015 – 5:45 PM
COMMUNITY AUDITORIUM
PAGE 1**

Minutes are unofficial until approved by Council.

1. ROLL CALL:

Mayor Peter Truax called the Joint Work Session to order at 6:10 p.m. **ROLL CALL: COUNCIL PRESENT:** Thomas Johnston, Council President; Richard Kidd; Victoria Lowe; Malynda Wenzl; and Mayor Peter Truax. **COUNCIL ABSENT/EXCUSED:** Ronald Thompson and Elena Uhing. **PLANNING COMMISSION PRESENT:** Hugo Rojas; Phil Ruder; Dale Smith; and Tom Beck, Chair. **PLANNING COMMISSION ABSENT/EXCUSED:** Carolyn Hymes; Sebastian Lawler; and Lisa Nakajima. **STAFF PRESENT:** Jesse VanderZanden, City Manager; Jon Holan, Community Development Director; Dan Riordan, Senior Planner; Paul Downey, Administrative Services Director (in the audience); Rob Foster, Public Works Director (in the audience); and Anna Ruggles, City Recorder.

2. JOINT WORK SESSION WITH PLANNING COMMISSION: DEVELOPMENT CODE UPDATE

Riordan, Holan, and VanderZanden facilitated the work session, noting the purpose of the work session was to brief the Council and Planning Commission on proposed amendments to the Development Code, Design Guidelines, and Comprehensive Plan and Zoning Map amendments. Riordan and Holan introduced the consultant from Angelo Planning Group who was present in the audience, noting the Council adopted the Comprehensive Plan in early 2014 and the Oregon Department of Land Conservation and Development approved the City's adopted Comprehensive Plan and awarded the City a grant to implement provisions contained in the 2014 Comprehensive Plan. Riordan and Holan presented a PowerPoint presentation outlining the proposed amendments, noting the project includes a robust public outreach and involvement program, including stakeholder interviews; direct mail to over 500 addresses; a project page on the City's website; two community meetings; an open house; and three work sessions with the Planning Commission. In addition, Riordan and Holan referenced a map showing the areas affected by the Development Code and Zoning Map amendments and proposed the following considerations as noted below:

Development Code Amendments:

- Article 3 (Zoning Districts)* establish a new Neighborhood Mixed Use (NMU) zoning district including allowed uses and density standards;
- Article 3 (Zoning Districts)* consolidate the Town Center Support (TCS) zone and Town Center Transition (TCT) zones;
- Article 3 (Zoning Districts)* increase the target density in the Community

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JOINT WORK SESSION WITH PLANNING COMMISSION
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Commercial Zone from 20.28 units per acre to 30 units per net acre;
Article 4 (Overlay Zones) establish a review process for mixed use developments in the new NMU zone;
Article 4 (Overlay Zones) establish density ranges for three mixed use areas;
Article 4 (Overlay Zones) establish minimum and maximum commercial square footage for the three mixed use areas;
Article 7 (Miscellaneous Provisions) establish a list of project amenities required for residential and mixed use projects in the Town Center exceeding a target density of 40 units per net acre;
Article 7 (Miscellaneous Provisions) update graphics depicting development standards as necessary;
Article 8 (General Development Standards) establish minimum off-street parking requirements for multifamily residential units in the Town Center where none exist today;
Article 8 (General Development Standards) update graphics as needed;
Article 12 (Definitions) revise the definition of “net density” for consistency with other jurisdictions in the region;
Amend the *Design Guideline Handbook* for consistency with the proposed Development Code changes and update graphics as necessary.

Comprehensive Plan Map Amendment:

Amend the Comprehensive Plan Map to apply the Town Center Transition zone to the Town Center Expansion area as intended in the Comprehensive Plan update.

Zoning Map Amendments:

Apply the NMU zoning to three mixed used areas identified in the Comprehensive Plan:

- Davidson Site (Sunset Drive and Highway 47) currently General Industrial.
- David Hill Road and Thatcher Road (portion of area identified on Comprehensive Map).
- Gales Creek Road and Thatcher Road (area identified as Commercial Planned Development).

Consolidate the Town Center Support and Town Center Transition zone by changing area zoned Town Center Support to Town Center Transition. There are approximately 23 acres of land designated Town Center Support on the Comprehensive Plan Map.

Apply the Town Center Transition zoning to area zoned Community Commercial

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between Cedar Street and Elm Street and 1/2 block south of 19th Avenue to 21st Avenue.

In conclusion of the above-noted staff report, Holan and Riordan advised the next steps to complete the project requires the following steps, noting the project must be completed by April 2016, due to the above-mentioned grant funding:

- Planning Commission Public Hearing
December 7, 2015, and January 4, 2016
- City Council Public Hearing and Ordinance First and Second Reading
January 25 and February 8, 2016
- Effective Date of Ordinance
March 9, 2016

Council Discussion:

Mayor Truax opened the floor and roundtable discussion ensued pertaining to above-noted proposed amendments to the Development Code, Design Guidelines, Comprehensive Plan and Zoning Map amendments. In addition, Holan, Riordan and VanderZanden responded to various concerns, inquiries and scenarios Council presented pertaining to protecting natural resources areas, i.e., open spaces and sensitive wetland areas; promoting light rail transit, providing affordable housing; off-street parking; and ensuring the City is addressing statewide planning goals. In conclusion of the above-noted Council discussion, Mayor Truax encouraged Council not to attend the Planning Commission hearings, noting any findings will be new information brought forward for Council consideration.

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

3. ADJOURNMENT

Mayor Truax adjourned the work session at 6:57 p.m.

Respectfully submitted,

Anna D. Ruggles, CMC, City Recorder

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**FOREST GROVE CITY COUNCIL REGULAR MEETING
NOVEMBER 9, 2015 – 7:00 P.M.
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Minutes are unofficial until approved by Council.

1. ROLL CALL:

Mayor Peter Truax called the regular City Council meeting to order at 7:04 p.m. and led the Pledge of Allegiance. **ROLL CALL: COUNCIL**

PRESENT: Thomas Johnston, Council President; Richard Kidd; Victoria Lowe; Malynda Wenzl; and Mayor Peter Truax. **COUNCIL ABSENT:** Ronald Thompson and Elena Uhing, excused. **STAFF PRESENT:** Jesse VanderZanden, City Manager; George Cress, Light and Power Director; Paul Downey, Administrative Services Director; Jon Holan, Community Development Director; Michael Kinkade, Fire Chief; J. F. Schutz, Police Chief; Rob Foster, Public Works Director (in the audience); and Anna Ruggles, City Recorder.

1. A. AWARD PRESENTATION:

Cardiopulmonary Resuscitation (CPR) Lifesaving Citizen Award:

Fire Chief Kinkade introduced Aziza Kibamba, who went into cardiac arrest at her Forest Grove home last summer and whose husband, Rene Mandiangu, initiated bystander CPR until first responders arrived. Kibamba received commemorative coins from Chief Kinkade inscribed, "In Recognition Of Saving A Life" and "To Save One Life Is To Save The World" for her to present to her husband and to first responders who helped save her life that day. Kibamba presented commemorative coins to members of Forest Grove Fire and Rescue, the Forest Grove Police Department, and the Washington County Consolidated Communications Agency who helped by performing CPR, providing a heart defibrillator and giving instructions over the phone. In conclusion of the above-noted presentation, Chief Kinkade reported the national save rate for CPR is five percent, noting Forest Grove community has an amazing CPR save rate of 21 percent.

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).

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- A. Approve City Council Special Meeting Minutes of October 30, 2015.
- B. Accept Community Forestry Commission Meeting Minutes of June 17, 2015.
- C. Accept Historic Landmarks Board Meeting Minutes of September 22, 2015.
- D. Accept Parks and Recreation Commission Meeting Minutes of September 16, 2015.
- E. Accept Planning Commission Meeting Minutes of September 21, 2015.
- F. Accept Public Safety Advisory Commission Meeting Minutes of September 23, 2015.
- G. Community Development Department Monthly Building Activity Informational Report for October 2015.
- H. ENDORSE NEW LIQUOR LICENSE APPLICATION (FULL-ON PREMISES), FOREST GROVE EVENT CENTER/BANQUET ROOM, 2032 PACIFIC AVENUE (APPLICANT: TANA LOERA).

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

4. ADDITIONS/DELETIONS:

Mayor Truax welcomed Senator Chuck Riley who was present in the audience and added Senator Riley's legislative report under Item 5. C.

5. PRESENTATIONS:

5. A. Light and Power (L&P) Substation Transformers:

Cress presented a PowerPoint presentation displaying photographs of the delivery of the new transformers, noting L&P purchased two new electric transformers for Forest Grove substation and purchase one new electric transformer for Thatcher Junction substation. Cress reported the new transformers would provide winter capacity increase of approximately 45 percent, noting the new transformers replacement expenditures total \$3,792,000. In conclusion of the above-noted presentation, Cress addressed various Council inquiries, noting the City plans to keep one of the replaced transformers on hand as a backup and perhaps sell or recycle the other two transformers.

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5. B. Quarterly Financial Report for Periods Ending June 30 and September 30, 2015:

Downey presented a PowerPoint presentation outlining the quarterly financial report ending June 30, 2015, and September 30, 2015, noting June 30th is the end of the fourth quarter of the City's fiscal year ending June 30, 2015, and September 30th is the end of the first quarter of the City's fiscal year ending June 30, 2016. Downey reported the quarterly reports compare the budget to the year-to-date revenues and expenditures, noting the first section of each report contains a graphical presentation of the revenues and expenditures in the General Fund with expenditures by departments and other major operating funds; second section contains the line item detail for all of the City's funds; and third section is actual revenues received or expenditures disbursed through the end of the quarter and are compared to the year-to-date quarterly budget allotments and expressed in the detail report as both a dollar variance and percent variance. In addition, Downey highlighted graphs pertaining to the General Fund, Building Services Fund, Information Systems Fund, Light Fund, Street Fund, Sewer Fund, Water Fund, Surface Water Management Fund, Equipment Fund and other funds, noting the Beginning Fund Balance for FY 2014-15 is just over \$6 million, which is what the five-year financial forecast estimated the balance would be during the budget preparation for FY 2014-15, and the Beginning Fund Balance for FY 2015-16 is just over \$6.15 million, which is \$214,000 over what the five-year financial forecast estimated the balance would be for FY 2015-16. In conclusion of the above-noted presentation, Downey advised based on projections, the City will receive about \$200,000 more in property tax revenue by the end of the current fiscal year than the amount the City budgeted, noting the City projected three percent assessed value increase and actual assessed value increase was about six percent.

5. C. Legislative Update:

Senator Chuck Riley gave a legislative update, noting the 2016 Legislative Session will convene on February 1, 2016. In conclusion of the above-noted presentation, Mayor Truax pointed out various legislative priorities, including city right-of-way franchise fees, mental health resources and public safety funding.

Mayor Truax called for a recess from the regular meeting at 8:09 p.m. to convene in Work Session.

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6. WORK SESSION: MARIJUANA-RELATED ACTIVITIES (PROPOSED AMENDMENTS TO CITY CODE)

Staff Report:

Holan, Police Chief Schutz, and VanderZanden facilitated the work session, noting the purpose of the work session was to continue discussions from the work session held on September 14, 2015, and to provide further direction on potential code amendments addressing marijuana-related activities. Holan reported at the work session held on September 14, 2015, Council concurred not to ban any marijuana-related activities and avoid activities in residential areas. Holan advised based on Council's direction, staff has prepared potential code amendments in four areas as noted in the staff report:

1. Location (allow commercial sales in Town Center Districts (only affects expansion area) and prohibit grow sites in Residential Districts).
2. Development Requirements (apply spacing requirements to commercial retail, grow sites, processors, wholesale and all activities and to what extent).
3. Operational Requirements (apply appropriate requirements to commercial retail, grow sites, processors, wholesale and all marijuana-related activities).
4. Sales Tax (amend Ordinance No. 2014-09 to change tax from ten percent to three percent (exempt taxes on medical marijuana-related activities; dispensaries, processing, wholesale and grow) and; specifically, apply taxes on all recreation marijuana-related activities (retail, processing, wholesale and grow). Once adopted, the City would need to seek voter approval at the appropriate general election.

Council Discussion:

Mayor Truax opened the floor and roundtable discussion ensued pertaining to the above-noted options as outlined above and in the staff report. In addition, Holan, Police Chief Schutz and VanderZanden addressed various Council concerns, inquiries, and scenarios posed by Council pertaining to where commercial sales and grow operations should be located and whether to allow commercial sales in Town Center Districts; grow sites in Residential Districts; and whether to apply spacing requirements or location separation for commercial retail, grow sites, processors, wholesale and other similar activities, to which Council

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collectively concurred allowing commercial sales in Town Center Districts and prohibiting grow sites in Residential Districts; however, Council did not reach consensus if the City should apply spacing requirements. In response to Council President Johnston's inquiry, Police Chief Schutz indicated she would prefer taking baby steps until the state has its own regulations all together. In conclusion of the above-noted roundtable discussion, Wenzl pointed out the importance of avoiding extra barriers and not making it difficult for businesses wanting to come into Forest Grove. Wenzl also noted there are banks who will work with cash only businesses. Lowe pointed out that in four years there still is no statistical data showing that medical marijuana facilities are worse than bars and asked the question if staff could contact other cities to inquire if they are experiencing location compression of facilities (spacing requirements), to which staff concurred. In addition, Mayor Truax advised he would like to continue discussion on recreation marijuana, to which staff concurred. In addition, Holan advised the City has two pending dispensary applications and an inquiry for a recreational marijuana retail sales operation.

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

Mayor Truax adjourned the Work Session and reconvened the regular meeting at 9:00 p.m.

7. COUNCIL COMMUNICATIONS:

Council President Johnston reported attending the Forest Grove Rural Fire Protection District meeting. Johnston reported the Chamber Board of Directors discussed conducting their own survey on the proposed plastic bag ban. In addition, Johnston reported on other matters of interest, upcoming community-related events, and upcoming meetings he was planning to attend.

Kidd recapped the Nyuzen Student Delegation visit and reported attending a meeting with George Cress, Light and Power Director. In addition, Kidd reported on other matters of interest, upcoming community-related events, and upcoming meetings he was planning to attend.

Lowe reported attending the League of Oregon Cities' Water and Waste Water meeting. Lowe reported she led a tour of Fernhill Wetlands during the Nyuzen Student Delegation visit. In addition, Lowe reported on other matters of interest, upcoming community-related events, and upcoming

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meetings she was planning to attend.

Thompson was absent.

Uhing was absent.

Wenzl reported the Committee for Citizen Involvement has determined the Annual Town Meeting's topic will be titled "*Back To The Future of Forest Grove*", noting the topic will focus on Forest Grove's economy, and will be held on Saturday, January 31, 2016. Wenzl reported the Nyuzen Student Delegation attended her class at Neil Armstrong Middle School and lunch was provided. In addition, Wenzl reported on other matters of interest, upcoming community-related events, and upcoming meetings she was planning to attend.

8. CITY MANAGER'S REPORT:

VanderZanden reported on upcoming meetings and events as noted in the Council calendar and City Manager's Report. VanderZanden referenced an Activity Report, attached to the City Manager's Report, noting the intent of the report is to provide Council a quick five-year visual reference for common city-related activities being tracked and listed within the budget. VanderZanden noted he welcomes Council comments on the usefulness of the Activity Report and/or ways to improve the report. In addition, VanderZanden referenced the remainder of the City Manager's Report, which was emailed to Council in advance and outlined various attended meetings and updates on various City department-related activities, projects, and other upcoming city-wide events.

9. MAYOR'S REPORT:

Mayor Truax announced dates of various upcoming activities, events and meetings as noted in the Council Calendar. Mayor Truax reported attending the National League of Congressional Cities Conference in Nashville as LOC President. Mayor Truax reminded Councilors to submit their names if seeking reappointment on the LOC's policy advisory committees. In addition, Mayor Truax reported on other various local, regional, Metro, and Washington County meetings he attended, upcoming community-related events, and upcoming meetings he was planning to attend.

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10. ADJOURNMENT:

Mayor Truax adjourned the regular meeting at 9:23 p.m.

Respectfully submitted,

Anna D. Ruggles, CMC, City Recorder

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APPROVED

Library Commission approved minutes as amended on Nov 12, 2015.

1. **CALLED TO ORDER AND ROLL CALL:**

Pamela Bailey, Chair, called the meeting of the Library Commission to order at 6:30PM on Tuesday October 13, 2015.

Members Present: Pamela Bailey, Chair; Doug Martin; Jon Youngberg, Secretary; Kathleen Poulsen, Vice-Chair; Mitchell Faris, Student, Nickie Augustine;

Members Absent: None.

Staff: Colleen Winters, Library Director

Council Liaison: Malynda Wenzl

Others: Mike Smith, Tom Beck.

2. **ADDITIONS/DELETIONS:** None.

3. **APPROVE LIBRARY COMMISSION MEETING MINUTES OF (Sep 15, 2015):**

MOTION: Doug moved, seconded by Kathleen, to approve the September 15, 2015 minutes as amended. **MOTION CARRIED** by all.

4. **CITIZEN COMMUNICATIONS:** None.

5. **INFORMATIONAL ITEMS:**

5a. **FOUNDATION REPORT:** Colleen Winters reported about the Library Foundation of Forest Grove:

- a) No meeting of the Foundation Board was held in Sept.
- b) See the Library Foundation of Forest Grove’s web site (www.fglf.org).

5b. **FRIENDS REPORT:** Colleen Winters reported about the Friends of the Forest Grove Library:

- a) The Friends Board met recently. They approved their budget for their next fiscal year, including funds to be used by the library staff for the Summer Reading program, etc.

- b) The Fall Used Book Sale is coming up, the week of Oct 26 thru Oct 31. Set up for the used book sale starts Oct 20 or 21. Mike Smith is in charge this time. Kim Reynolds and Susan Schubothe will help with shifts during the sale and set up. Mitchell Faris and a Forest Grove High School club (25-30 students) are going to help with the used book sale set up, as part of a community service volunteer project. This will be a big help and will be greatly appreciated. Goal is to raise \$5000 for the Friends at this used book sale.
- c) The Friends web site is at: fglibraryfriends.org.

5c. COUNCIL LIAISON REPORT :

- a) The former Times-Litho site has been cleared. No formal plans for use approved for the site yet.
- b) Attended a Latino Outreach session at a League of Oregon Cities event.

5d. LIBRARY DIRECTOR'S REPORT: Colleen Winters reported these items:

- a) Two positions on the Library Commission are still vacant. Colleen mentioned that a specific person is considering applying for one position.
- b) Our new City Manager, Jesse VanderZanden, will attend our November Library Commission meeting. He wants to go to all B & C meetings at least once. Malynnda and Colleen have met with the City Manager recently
- c) Kari Middleton has been asked to take all Friends volunteers, who work on online used book sale efforts, through the same application and approval process as is done for regular library volunteers.
- d) The annual library volunteer recognition program event will be held Thurs Nov 5 for the 40+ volunteers, including a talk by Mayor Truax.
- e) Colleen has been giving information-only talks, about the upcoming WCCLS Library levy vote, at various local organizations. Mike Smith has given many talks, in favor of the library levy vote.

6. DISCUSSION OF ITEMS:

a) "Future of the Forest Grove City Library" Strategic Planning process continues.

- 1) The first big Community Planning Committee meeting was held Sat Sep 12, 9am to 1pm in the Rogers Room. All 16 invited people came and had great ideas. The shorter follow-up meeting is planned for Sat Oct 17 at 9am.
- 2) The library staff has taken all the input from the first big planning meeting and produced a large amount of possible things that could be done. Colleen handed out a high-level summary of the categories for these ideas for the Library

Commission to study.

3) One idea was to say that the library should “Foster Community”, rather than see the library as a “Community Center”. Several members of the Library Commission agreed that the library should provide services that were “relevant” or “made sense” for the Forest Grove City Library to provide. Tom Beck did not want to lose the entire “Community Center” idea, and suggested “Center of Culture”, or “Build a Community”, or “Outreach” words and phrases for our planning summary.

4) Library staff also asked how to get positive and negative feedback about current library services and levels of services. This does not seem to be part of our current planning process. The Library Commission felt that this would be something worthwhile for it to consider and tackle in 2016 (with a survey?).

5) An agenda for the second big (3-hr) planning meeting (9am Sat Oct 17) was agreed to, in general. Colleen will mention and show the work done by the library staff on the input provided by the first planning meeting participants. Attendees will break up into groups again, and later present their ideas, proposed changes, and thinking about the highest priority items. No voting will occur. There will instead be reports from each of the break-out groups, with comments about the plans and prioritization of items, as well.

6) Colleen mentioned that it was possible that some attendees might have some newer ideas that didn't get mentioned or written down at the first big planning meeting. It was decided that new ideas could also be added to comments from the break-out groups held at the second community planning meeting.

7) Colleen will send out an agenda to the attendees (stakeholders) for the second meeting, and redo the summary plan document slightly (based on comments made here tonight). After the second planning meeting, a similar effort by library staff will have to be done with all the new comments and input from the community planning committee.

8) Colleen lastly mentioned that it would be very desirable to get feedback from the community planning committee about the planning process itself and the two meetings that will have been held. A variety of possible ways to get this feedback were mentioned and Colleen will decide which method to use.

b) Joint Work Session with City Council – Nov 23 6PM.

1) Colleen mentioned that the Library Commission is now scheduled to meet with the City Council at 6PM on Mon Nov 23, before the regular City Council meeting, for a one hour joint work session. The Library Commission can use this time to explain the newly chosen directions we would like to see the library go (that is, the output from our strategic planning process), as well as explain the formal planning process that was used. Of some interest might be that we used community input, rather than use an expensive consultant. No voting can occur at such a joint work session. Instead it is a great way to have a conversation with the

City Council about a specific topic.

7. **ANNOUNCEMENT OF NEXT MEETING:**

The next Library Commission meeting will be held on Thurs Nov 12, 2015 at 6:30PM in the Rogers Conference Room at the Forest Grove Library.

8. **ADJOURNMENT:**

Hearing no further business, Chair Bailey adjourned the meeting at 8PM.

Minutes respectfully submitted by:

Jon Youngberg, Library Commission Secretary

Memorandum

TO: Mayor Truax and City Councilors

FROM: Rob Foster, Public Works Director
Jesse VanderZanden, City Manager

DATE: November 23, 2015

SUBJECT: Pacific Avenue/Quince Street Improvements

A representative from the Oregon Department of Transportation (ODOT) will provide an update on the intersection improvement project at Pacific Avenue and Quince Street. This is a partner project between the City of Forest Grove and ODOT. The project is currently in the design phase. Construction plans will be finalized in spring of 2016.

BACKGROUND: The goals of the project are to reduce congestion and delays, reduce travel times for transit users, improve safety and freight mobility, and improve bicycle and pedestrian facilities. Traffic often backs up at this intersection, forcing road users to wait through multiple traffic signal cycles before being able to proceed. This is particularly evident on southbound Quince Street. Large trucks have difficulty making right turns in the intersection due to tight turning corners. Lastly, there are a high number of crashes in the vicinity - particularly rear-end crashes.

The improvement will include three key elements. Quince Street will be improved with a dedicated right-turn lane for southbound road users turning onto Pacific Avenue. This will reduce congestion at the intersection by providing a dedicated lane for right turners to decelerate without affecting the traffic continuing straight. It will also allow trucks to negotiate the corner safely and not encroach on the sidewalk and damage adjacent property. Secondly, Pacific Avenue will be widened to include a standard right-turn lane for road users turning north onto Quince Street. The existing right-turn lane does not adequately accommodate trucks. Thirdly, the widening improvements will also provide a standard bike lane through the intersection (on westbound Pacific Avenue and southbound Quince Street).

STAFF RECOMMENDATION: This presentation is for informational purposes only.

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Welcome to the

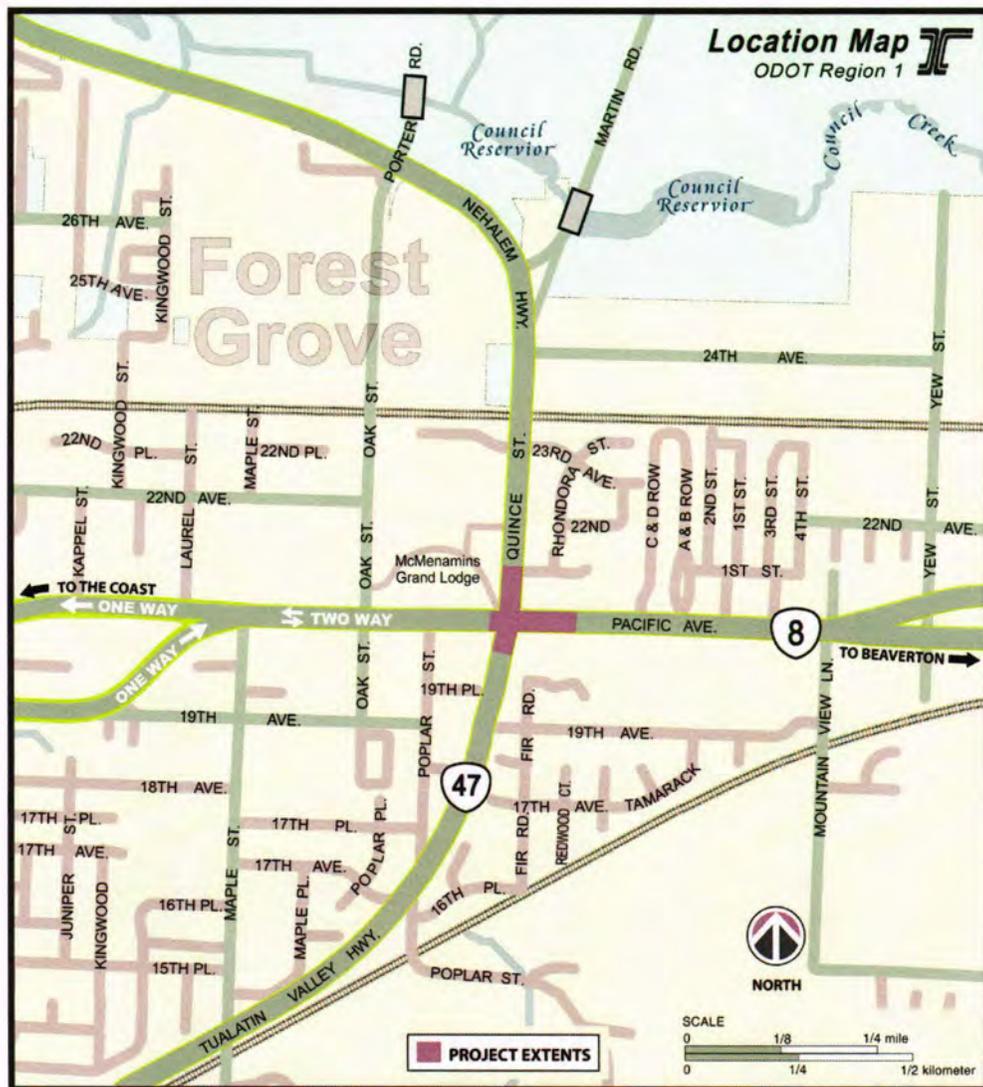


OPEN HOUSE



Why build this project?

- ⇒ Traffic often backs up at the intersection, forcing road users to wait through multiple traffic signals before being able to proceed
- ⇒ There is no right-turn lane on southbound Quince Street and the existing right-turn lane on westbound Pacific Avenue is substandard
- ⇒ Large trucks have difficulty making right turns in the intersection due to tight turning corners
- ⇒ There are a high number of crashes in the vicinity



What are the improvements?



Install a raised traffic separator in the center of Pacific Avenue on the east side of Quince Street.

Benefit: Eliminates crashes due to road users turning left in and out of driveways. Left turns will still be available to/from Ace Hardware and O'Reilly Auto Parts.



Improve sidewalks and sidewalk ramps, in accordance with the Americans with Disabilities Act.

Benefit: Improves the pedestrian environment.



Build a truck apron in both new right turn lanes.

Benefit: Reduces turning speed for passenger vehicles while still accommodating the turning radius of large trucks. The photo to the left is in Bend, OR and not a depiction of what it'll look like in this project.



Memorandum

TO: Mayor Truax and City Councilors

FROM: Robert Foster, Director of Public Works
Nick Kelsay, Project Engineer
Jesse VanderZanden, City Manager

SUBJECT: Project Update - Purdin Road/47 Intersection, David Hill Road/47 Intersection, and David Hill Road Extension

DATE: November 23, 2015

BACKGROUND:

ODOT and Washington County are working together to complete design of two roundabout intersections at Purdin-Verboort/Hwy 47 and David Hill Road/Hwy 47, along with the County's effort on the extension of David Hill Road from its current terminus near Brooke Street west to Hwy 47.

Construction for the Purdin-Verboort/Hwy 47 intersection is anticipated to start in early 2016 with completion late in 2016. The David Hill Road/Hwy 47 intersection and David Hill Road Extension are anticipated to start mid-year 2016 and be completed early in 2017. Included in this report are schematics of the two intersections as well as a schedule of the major project dates.

City staff will present these details of the project and answer questions from the City Council at the meeting Monday night.

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DAVID HILL ROAD EXTENSION AND HWY 47 INTERSECTION PROPOSED IMPROVEMENTS



FIGURE 1
DAVID HILL ROAD/OR47 ROUNDABOUT
ROADWAY AND DRAINAGE IMPROVEMENTS
WASHINGTON COUNTY, OREGON

CH2MHILL

FILENAME: OHP_Improvements_T1plan.BLOT DATE: 10/28/2015 PLOT TIME: 11:46:23 AM

PURDIN-VERBOORT / HWY 47 INTERSECTION PROPOSED IMPROVEMENTS

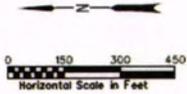
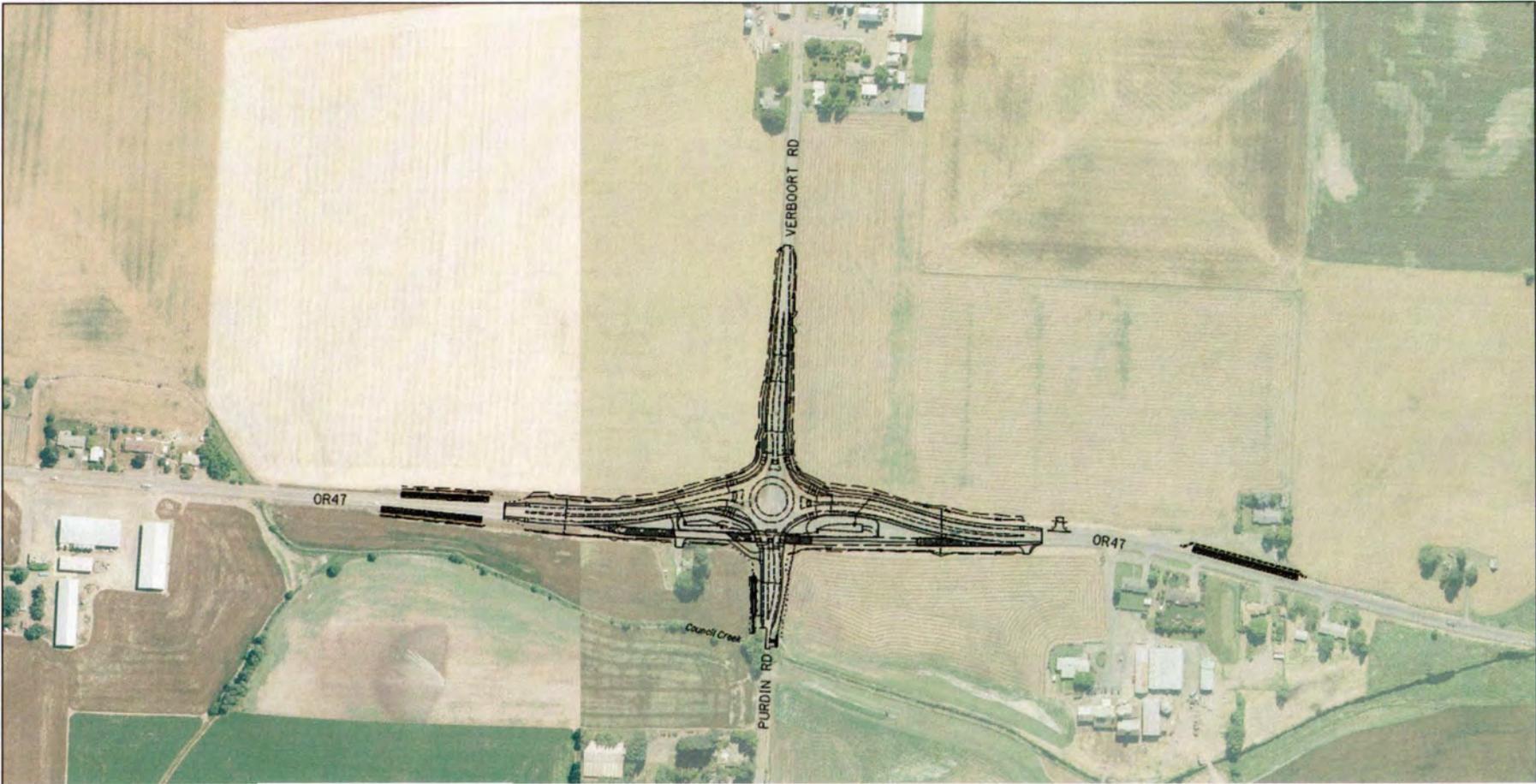


FIGURE 2
OR47-VERBOORT/PURDIN RD ROUNDABOUT
ROADWAY AND DRAINAGE IMPROVEMENTS
WASHINGTON COUNTY, OREGON

CH2MHILL

FILENAME: Verboort_Improvements_Figure2.dwg DATE: 10/26/2015 PLOT TIME: 11:30:43 AM

Purdin-Verboort / Hwy 47 Intersection Schedule

Bid Opening: December 2, 2015
Begin Construction: February 2016 (anticipated)
End Construction: December 2016 (anticipated)

David Hill Road / Hwy 47 Schedule

Bid Opening: Jan/Feb 2016 (anticipated)
Begin Construction: April 2016 (anticipated)
End Construction: Spring 2017 (anticipated)

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November 23, 2015

**REPORT ON RESOLUTION AUTHORIZING A LABOR AGREEMENT BETWEEN
THE CITY OF FOREST GROVE AND FOREST GROVE PAID FIREFIGHTER
ASSOCIATION, EFFECTIVE JULY 1, 2015, AND EXPIRING JUNE 30, 2018**

Project Team: **Jesse VanderZanden, City Manager**
 Brenda Camilli, Human Resources Manager

Issue Statement: The current labor agreement expired June 30, 2015. 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 the Forest Grove Paid Firefighters Association 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 three year agreement (July 1, 2015 – June 30, 2018). Revisions were made to 14 articles of the collective bargaining agreement, but the substantive agreement modifications are as follows:

- **Wages:**

1. The pay differential between the Firefighter and Lieutenant positions was increased from 4% to 5%.
2. Cost of living adjustments were negotiated for all classifications covered within the agreement at the following rates: 4.0% effective 7/01/2015; 4.0% effective 7/01/2016 and 4.0% effective 7/01/2017.

- **Retirement:**

All regular, full-time employees hired into bargaining unit positions on or after the effective date of the Oregon PERS coverage agreement shall be enrolled into the Oregon Public Employees' Retirement System (PERS). The City shall pay the Employee's 6% contribution. All other terms and conditions will be in accordance with PERS.

- **Health & Welfare:** The following changes were agreed upon with reference to the health insurance premium sharing structure:

Effective January 1, 2016:

1. Kaiser Dental will no longer be offered as a dental plan option; and
2. The medical and dental plan caps will be separated out as follows: The City will pay 95% of the premium for either medical plan and 95% of either the Dental II (Delta Dental) or Willamette Dental premium.

- **Term:** Extends the term of the agreement for three years, expiring June 30, 2018.

Fiscal Impact: The costs to implement this agreement are within the parameters set by Council. The Fiscal Year 2015-2016 Budget appropriated some of the fund in the Fire Department Budget and General Fund Contingency may be used to find any costs in excess of what was budgeted. These increases will be updated into the City's 5-year General Fund projection.

Staff Recommendation: Staff recommends the City Council approve the attached resolution authorizing the City Manager to execute the labor agreement between the City and the Forest Grove Paid Firefighters Association attached as Exhibit A.



RESOLUTION NO. 2015-77

**RESOLUTION AUTHORIZING EXECUTION OF A LABOR AGREEMENT
BETWEEN THE CITY OF FOREST GROVE AND FOREST GROVE
PAID FIREFIGHTER'S ASSOCIATION (FGPFA)
EFFECTIVE JULY 1, 2015, AND EXPIRING JUNE 30, 2018**

WHEREAS, representatives of the City of Forest Grove and Forest Grove Paid Firefighter's Association (FGPFA) have met in good faith and negotiated a labor agreement between both parties effective July 1, 2015, through June 30, 2018; and

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

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

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

Section 2: That the compensation plan contained in this agreement is approved, effective July 1, 2015, and expiring June 30, 2018.

Section 3: That the fringe benefits contained in this agreement are approved, effective July 1, 2015, and expiring June 30, 2018.

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

PRESENTED AND PASSED this 23rd day of November, 2015.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 23rd day of November, 2015.

Peter B. Truax, Mayor

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**AGREEMENT
BETWEEN THE
CITY OF FOREST GROVE, OREGON
AND
FOREST GROVE PAID FIREFIGHTER'S ASSOCIATION
JULY 1, 2015 TO JUNE 30, 2018**

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AGREEMENT

The City of Forest Grove, Oregon, hereinafter referred to as "the City" and the Forest Grove Paid Firefighter's Association, hereinafter referred to as "the Association", agree to be bound by the following terms and conditions relating to wages, hours and general working conditions during the term of this Agreement.

ARTICLE 1 - RECOGNITION

- 1.1 The City recognizes the Association as the sole and exclusive collective bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all regular full-time employees in the following classifications:

Firefighter
Apparatus Operator
Fire Inspector I
Fire Inspector II
Fire Lieutenant
Fire Captain

When personnel are assigned to drive fire apparatus, they shall assume the working title of "Apparatus Operator" for the shift.

The parties agree that the re-titling of classifications will not result in compensation changes and that future wage comparisons will be based on job responsibilities and not solely on classification titles.

All other classifications and categories of employees, including temporary, part-time, confidential and supervisory, shall be excluded from this Agreement.

- 1.2 The City shall notify the Association of its decision to change any of the bargaining unit classifications listed above. 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 Fire Department by the City and a wage scale assigned thereto. The City shall forward a new class and wage scale to the Association for 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 The Association recognizes and agrees that responsibility for management of the City and direction of its work force is vested solely in the City and responsible department heads. The Association recognizes and agrees that in order to fulfill

this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to, determining the financial, budgetary, accounting and organizational policies and procedures of the City; directing the activities of the Fire Department; determining standards and levels of service and methods of operation, including subcontracting, and staffing levels; increasing, diminishing or changing departmental equipment including the introduction of new equipment; hiring, disciplining and discharging for just cause, training, laying off, recalling, transferring and promoting, including determining the procedures and standards thereof; disciplining and discharging probationary employees; maintaining the efficiency of employees; determining work schedules and assigning work; determining job content; determining the need for and scheduling of volunteers; taking all necessary action to carry out its mission in emergencies; and exercising any other right not specifically abridged by this Agreement.

- 2.2 Nothing in this clause 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 19. It is further agreed that the City retains all rights, powers, and privileges not expressly limited by a provision of this Agreement. Aside from the management rights preserved above, nothing in this Agreement shall be construed as a waiver of the Association's right to bargain any mandatory issues or changes that may rise during the course of this Agreement.

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 in 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 race, color, religion, sex, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, veteran's status, medial condition, sexual orientation, Association affiliation or other status protected by state or federal law. The parties agree that nothing in this Agreement shall interfere with or restrict the City in its obligation to accommodate individuals with disabilities under federal and state law.
- 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 It is recognized that continuous and uninterrupted service by the City and its employees to the citizens, and orderly collective bargaining relations between the City and its employees being essential considerations of this Agreement, the Association agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, sit downs, or slow-down strikes, or a concerted refusal to render services or to work including overtime or any other curtailment or restriction of work at any time during the term of this Agreement.
- 4.2 In the event of a violation of this Article by the Association and/or the employees, the Employer may, in addition to other remedies, discipline such employees up to and including discharge.
- 4.3 There shall be no lockout of employees in the bargaining unit by the City as a consequence of any dispute arising during the period of this Agreement.

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 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 his employer that payment has been made.
- 5.3 The City agrees to deduct Association dues or "fair share" from the paycheck of each employee covered by this Agreement. The amounts to be deducted shall be certified to the City by the Association by the fifteenth (15th) day of the month for the succeeding month. The City shall not be held liable for check off error, but, upon written notification from the Association, shall make proper adjustments as soon as practicable. The Association agrees to indemnify and hold the City harmless from any action arising from this article.

ARTICLE 6 - HOURS OF WORK

- 6.1 The standard work period for twenty-four (24) hour shift employees covered by this Agreement shall be 27 days, consisting of 24 hours on-duty followed by 48 hours off-duty. Shift start time for these employee shall be 0730 hours. Forty

(40) hour employees shall be assigned a schedule normally consisting of five (5) eight (8) hour days.

6.2 In the event of budgetary or personnel shortages, the Chief or his designee may establish one of the following alternate schedules:

1. A 56-hour workweek made up of nine 24-hour shifts (starting at 0730 hours) in a 27-day FLSA cycle.
2. A 40-hour work week consisting of four (4) 10-hour days with four (4) consecutive days on and three (3) consecutive days off or five (5) 8-hour days with five (5) consecutive days on and two (2) consecutive days off.
3. Any other schedule mutually agreed upon by the Chief and the Association.

None of the foregoing shall be construed as to prohibit the establishment of an appropriate light-duty assignment for any employee temporarily debilitated by illness or injury.

New hires may be assigned a 40-hour week schedule as described in #2 above at the discretion of the Chief or his designee.

6.3 Temporary firefighters may cover short term needs to fill vacancies as the 4th career staff firefighter for long term disability of the same career staff firefighter for four or more consecutive shifts, and for educational coverage. Temporary firefighters may work a maximum of 1024 hrs in a 12 month period, and there will only be one temporary firefighter on duty per shift.

Temporary firefighters may also be used for duties such as (but not limited to):

- Building maintenance
- Hydrant maintenance
- Apparatus maintenance
- Department errands
- Community risk reduction programs /standby events

Temporary firefighters may drive:

- Rescue
- Type VI brush rigs
- Staff vehicles

Temporary firefighters may not drive on emergency response the following vehicles:

- Fire engines
- Ladder trucks
- Water tenders
- Heavy Brush (Type III) units

Hiring of a temporary firefighter for long term disability will be at the sole discretion of the Fire Chief. Hiring a temporary firefighter for educational coverage will be at the discretion of the shift officer.

- 6.4 Relief shifts shall be scheduled according to seniority in the following manner:
1. Starting from the most senior employee in a job class and through the least senior, the shift or hours of a shift needing coverage shall be offered.
 2. Relief shift or hours of a shift worked shall be tallied, and this tally will determine the employee's position on the relief shift rotation list.
 3. Subsequent relief shifts or hours needed to cover a shift shall be offered to the employee in the affected classification with the least total hours.
 4. The tally of hours worked on relief shall be zeroed out at the beginning of a ratified contract.
- 6.5 Employees shall be assigned to one of the preceding work schedules by the Fire Chief or designee, and may be reassigned consistent with operational requirements. Work schedules showing shift, work day, and hours assigned shall be posted.
- 6.6 Between the hours of 800 and 1200, all employees' work schedules shall provide for a fifteen (15) minute rest period. Between the hours of 1300 and 1700, all employees' work schedules shall provide for a fifteen (15) minute rest period. Rest periods shall be scheduled when feasible.
- 6.7 When fire suppression personnel are subjected to fire combat duty of at least two (2) hours, the Fire Chief or designee may authorize the provision of an appropriate meal for affected personnel.
- 6.8 The trading of shifts shall be permitted with prior notification to and approval of the Fire Chief or designee and provided that all trades must be completed within twelve (12) months. The Fire Chief or designee may approve exceptions to trade shifts on a case by case basis if operational requirements warrant. No trade shift shall result in any cost to the City where such cost would be controllable. The City reserves the right to limit trade shifts to no more than two sequential shifts. A minimum of one ALS (Paramedic) unit must be staffed on each shift for the purpose of trade shifts.

In the event that a shift will be working short one or more members for an extended amount of time, that open position will become available for other Association members on other shifts to trade into. Trades into that open shift will occur in accordance with current shift trading policies.

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 Fire Department.
- 7.2 Employees assigned to work 24-48 shifts shall be compensated at a rate of one and one-half their rate of pay for hours worked in excess of 204 hours in a 27-day cycle. Forty (40) hour employees shall be compensated at a rate of one and one-half (1 1/2) their rate of pay for hours worked in excess of forty (40) in a one (1) week pay period. Time off for vacation, holiday or sick leave shall not be included as hours worked for purposes of computing overtime pay pursuant to the FLSA.
- 7.3 Employees assigned to a relief shift shall be compensated at one and one-half times their regular rate of pay when required to return to work, while off-duty, in response to an alarm.
- 7.4 Employees working 56 hours per week shall be paid at the overtime rate for hours worked or for a minimum of one (1) hour when called back to work on an off-duty day.
- 7.5 Overtime shall be computed to the nearest one-quarter (1/4) hour.
- 7.6 For the purpose of computing overtime to be paid in accordance with this Article, the effects of shift trading and regular shift reassignment shall not be included.
- 7.7 Off-duty employees required to report to court in connection with their official duties, as an employee of the City, shall receive a minimum of two (2) hours of compensation at their overtime rate or actual hours of work, whichever is greater. In order to be eligible for this compensation, employees shall be required to call the agency or person ordering the subpoena for an appropriate reporting time and report the information to their supervisor.
- 7.8 Any pay in excess of straight time for regularly scheduled work hours in excess of 204 hours in a 27-day FLSA cycle may be paid in the form of compensatory time. Compensatory time will be scheduled in accordance with current department practice.

ARTICLE 8 - SICK LEAVE

- 8.1 All regular fifty-six (56) hour week employees shall be entitled to sick leave benefits at the rate of eighteen (18) hours for each full month of service. The maximum accrual shall be 1,680 hours. Forty (40) hour employees shall be entitled to sick leave benefits at the rate of eight (8) hours per month for each full month of service. The maximum accrual shall be 1,200 hours.
- 8.2 When employees are terminated, all accrued sick leave credits shall be canceled.

- 8.3 The City may require acknowledgment from the employee's doctor with regard to time off due to illness or off the job injury. Employees falsifying their claim for sick leave shall be liable for disciplinary action by the City.
- 8.4 When an employee must be away from the job because of illness in the immediate family, such time off may be granted by the Fire Chief or designee on a day-to-day basis and charged against sick leave time on an hourly basis. If the absence becomes prolonged, such time off may be charged against accumulated vacation. Employees must keep their department head informed as to their status to qualify under this provision.
- 8.5 Under no circumstances shall the City grant an employee sick leave with pay for time off from City employment when injury resulted from employment with other than the City of Forest Grove.
- 8.6 Upon retirement of a twenty-four (24) hour employee, a dollar amount based on the following table shall be credited to the employee's retirement account:

Sick Leave Hours at Retirement	Percent of Conversion	Hours Paid at Retirement
up to 1,000	50%	up to 500
1,001 - 1,100	55%	550 – 605
1,101 - 1,200	60%	660 – 720
1,201 - 1,300	65%	780 – 845
1,301 - 1,440	70%	910 - 1,008

Upon retirement of a forty (40) hour employee, a dollar amount based on the following table shall be credited to the employees retirement account:

Sick Leave Hours at Retirement	Percent of Conversion	Hours Paid at Retirement
up to 700	50%	up to 350
701 - 775	55%	386 – 426
776 - 850	60%	466 – 510
851- 925	65%	553 – 601
926- 1000	70%	648 – 700

ARTICLE 9 - ON-THE-JOB INJURY

- 9.1 Association members who sustain an injury, illness, or accident compensable by Worker's Compensation and who are unable to perform their normal duties as a result of such injury, illness, or accident shall be compensated by the City's insurance carrier for the period of time loss.
- 9.2 The difference between the Worker's Compensation payments and the employee's regular, straight-time wages, less any payroll deductions, may be supplemented by the use of a pro-rated share of the employee's accrued leave

time until such leave time is exhausted. Whenever an employee receives a check from the City's insurance carrier, the Association member shall report the amount and the period which it represents to the City's payroll department.

- 9.3 It is in the mutual interest of the City and the Association to return an injured employee to work as soon as practicable. When possible, the City shall provide limited duty assignments within the department for injured employees. With the concurrence of the attending physician, an injured employee shall return to work in the limited duty assignment until such time as the Association member is released for normal duties. It is the intention of this sub-article 9.3 to provide a limited duty assignment for a reasonable period of time and not as an indefinite assignment.

A 56-hour work week employee who is temporarily assigned to work a 40-hour work week due to an approved limited duty assignment shall:

1. Have the recognized City holidays off and be required to use accrued paid leave for the hours they were scheduled to work; and
2. Accrue vacation and sick leave in accordance with the schedules in Articles 8.1 and 14.1 for 40-hour work week employees if limited duty assignment continues beyond 14 days.

ARTICLE 10 - LEAVE OF ABSENCE

- 10.1 In the event of the death of a member of an employee's immediate household, including wife, husband, same-sex domestic partner, parent, child or step child, child or step child of the same-sex domestic partner, the Fire Chief or designee shall grant leave with pay for shift employees not to exceed four (4) twenty-four hour (24) shifts and for Forty (40) hour employees not to exceed two (2) weeks.

In the event of the death of a sister, brother, grandchild, grandparent, and in-laws, the Fire Chief or designee shall grant leave with pay not to exceed two (2) twenty-four hour (24) shifts to provide sufficient time to make funeral arrangements if necessary and to attend the funeral. Forty (40) hour employees shall receive up to one (1) week of leave with pay.

OFLA BEREAVEMENT LEAVE. An employee may request additional unpaid leave under the Oregon Family Leave Act (OFLA) to attend the funeral or an alternative to a funeral of a covered family member as defined by OFLA (the employee's spouse, parent, parent-in-law, child, grandparent, grandchild, same sex domestic partner and an individual standing in loco parentis), to make arrangements necessitated by the death of the family member, or to grieve the death of the family member. An eligible employee may take up to 14 calendar days of leave within a twelve month period per death of a covered family member. Bereavement Leave taken under the provisions of this Section, 10.1, and Section 10.4 will be combined and credited against the employee's 12 weeks of family leave allowed under OFLA. Per City policy, employees will be required to use

appropriate available accrued paid leave to cover OFLA Bereavement Leave absences. Bereavement leave will be credited against the employee's 12 weeks of leave under OFLA.

Leave with pay 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 work day.
- 10.3 The City agrees to provide leaves of absence for military leave in accord with state and federal law.
- 10.4 The City agrees to provide leaves of absence for family and medical leave in accord with state and federal law.
- 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 a reasonable justification to grant such a leave and that the work of the department shall not be seriously handicapped 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 for a time period specified by the insurance carrier.

ARTICLE 11 - OUTSIDE EMPLOYMENT

- 11.1 Employees shall notify the Fire Chief in writing at least seven (7) days prior to engaging in outside employment.
- 11.2 Outside employment shall not interfere with the employee's regularly scheduled work hours, present no conflict of interest with City affairs, and in no way discredit the City employment.

ARTICLE 12 - INSURANCE

- 12.1 The City shall provide health insurance benefits to the employee and their dependents comparable to Blue Cross Plan V-E, PPP, including Well-Baby care and Physical Examination riders, Plan II dental insurance, and the VSP Vision insurance through the EBS Trust. The City shall also offer Kaiser medical, prescription, vision and alternate care insurance as an alternative to Blue Cross.

Effective January 1, 2016 the City's premium contribution for medical and vision insurance for full-time employees shall be set at ninety five percent (95%) of either the full Blue Cross medical plan premium cost or the full Kaiser medical plan premium cost as elected by the employee during benefits enrollment.

The City's premium for dental insurance for full-time employees shall be set at ninety five percent (95%) of the full Dental II plan or full Willamette Dental premium cost.

The City's premium for part-time employees shall be fifty percent (50%) of the caps established for full-time employees.

- 12.1.1 If the City decides to form an Insurance Review Committee consisting of bargaining unit and non-represented employees for the purpose of investigating alternative health care providers and plans, investigating cost containment and wellness measures, and to develop an "educated consumer" approach to health insurance, the Association agrees to actively participate in the Insurance Review Committee and appoint a representative as determined by the committee. The Insurance Committee may make non-binding recommendations to the City and the Union; however, the impact of changes in benefit levels shall be subject to the approval of the City and Union membership and mutual agreement of the parties.
- 12.2 Upon retirement from City service, employees with three years' continuous service may elect to continue their group medical insurance coverage at their own expense.
- 12.3 The City shall provide a life insurance policy on each employee in an amount equal to their annual salary rounded to the nearest thousand dollars.
- 12.4 The City shall provide long-term disability insurance. The coverage shall provide an employee, unable to work due to an accident or illness for 90 days, with a maximum of 66 $\frac{2}{3}$ of the first \$7,500 of monthly salary up to a maximum of \$5,000 per month up to age 65 or until the employee is able to return to work.
- 12.5 The City and the Association agree to open Article 12 of the contract between January 1, 2017 and March 1, 2017 to negotiate the impact to health insurance due to mandates by Federal health care legislation during the life of this agreement.

12.6 Voluntary Employees' Beneficiary Association (VEBA)

Effective July 1, 2005, the City will establish a medical savings account Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c) (9) of the Internal Revenue Code for each employee of the Association who is eligible for, and enrolls in, one of the City's Health Insurance Plans as described in Article 12. The City shall make monthly contributions equal to one percent (1%) of the employee's base salary to said account

ARTICLE 13 - RETIREMENT

- 13.1 The City agrees to provide a retirement plan(s) to insure a retirement benefit equal to or better than that provided by the Public Employees Retirement System (PERS) as required by statute. The City shall pay the employee's contribution to that plan.
- 13.2 All employees hired after the contracting process with the Oregon Public Employee's Retirement System (PERS) is completed shall be enrolled in Oregon PERS. The City shall pay the employee's contribution to that plan.

ARTICLE 14 - VACATION

14.1 After having served continuously in the City service for twelve (12) full calendar months, all fifty-six (56) hour employees shall be credited with one hundred forty four (144) hours of vacation leave. Thereafter, vacation shall be credited at the following rates:

<u>Length of Continuous Service</u>	<u>Hours Earned Each Month</u>	<u>Shifts Per Year</u>
12 - 60 Months/ 1+ - 5 Years	12	6
60+ - 120 Months/ 5+ - 10 Years	16	8
120+ - 180 Months/ 10+ - 15 Years	20	10
180+ - 240 Months/ 15+ - 20 Years	24	12
240+ Months/ 20+ Years	28	14

After serving twelve (12) full calendar months, all forty (40) hour employees shall be credited with eighty (80) hours of vacation leave. Thereafter, vacation shall be credited at the following rates:

<u>Length of Continuous Service</u>	<u>Hours Per Month</u>	<u>Days Per Year</u>
12 - 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 shall not count as time of continuous service unless otherwise required by law; 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 Whenever possible consistent with the needs of the department (as determined by the Fire Chief), employees shall have the right to determine vacation times, but in any case, vacation times shall be selected on the basis of seniority; however, each employee shall be permitted to exercise vacation selection only once each year, completed by February 1st.
- 14.4 A schedule of each employee's vacation time shall be posted and the roster board shall show that he is listed on vacation.
- 14.5 Upon termination of an employee for any reason, or in the event of his death, the employee or his estate shall be paid a lump sum of all earned but unused vacation credits.
- 14.6 An employee that is about to lose vacation credit due to maximum accrual, may petition to the City Manager or a designee to carry over additional hours. The decision of the City Manager or a designee shall not be subject to the grievance procedure.

ARTICLE 15 – HOLIDAYS AND PAID TIME OFF

15.1 Holidays

All fifty-six (56) hours shift personnel, in lieu of the recognized City holidays shall be granted five (5) shifts off per year to be scheduled with approval of the Fire Chief. Holiday time shall be accrued at the rate of ten (10) hours per month. Employees assigned to a 40-hour workweek shall receive the same holidays as the general employees plus one additional personal holiday.

Upon termination of an employee for any reason, or in the event of his death, the employee or his estate shall be paid a lump sum for all earned but unused accrued holiday time.

15.2 Paid Time Off

All fifty-six (56) hours shift personnel shall receive paid time off equivalent to one shift (24 hours) per year. Paid time off will be credited at the beginning of the calendar year or at the commencement of employment. Paid time off must be used in at least 12 hour increments. An employee must notify the Fire Chief or his/her designee 48 hours in advance of their desire to use paid time off. Paid time off must be used within the calendar year credited or they will be forfeited on December 31. Unused paid time off hours are payable at termination.

ARTICLE 16 - MAXIMUM LEAVE TIME ACCRUAL CARRYOVER AND CONVERSION

- 16.1 A maximum of 140% of an employee's yearly accrual of vacation leave and holiday leave benefits, total for both benefits, may be carried over as of December 31st of each calendar year.

Employees assigned to a 40-hour work week may carry over a maximum of 140% of their yearly accrual of vacation leave benefits as of December 31st of each calendar year.

- 16.2 The following rules for converting paid time off will be used when members of the union transfer between 56-hour and 40-hour work weeks:
- a. The factor that will be used to convert an employee's leave banks (sick and vacation) due to a change from a fifty-six (56) hour work week to a forty (40) hour work week is 0.7142 (56-hour leave balance times 0.7142 equals new balance).
 - b. The factor that will be used to convert an employee's leave banks (sick and vacation) due to a change from a forty (40) hour work week to a fifty-six (56) hour work week is 1.40 (40-hour leave balance times 1.40 equals new balance).
- 16.3 The holiday leave balance of an employee who changes from a 56-hour to a 40-hour work week will be paid out at the time of transfer, or credited to the member's compensatory leave balance, or a combination thereof based on mutual agreement of the parties.
- 16.4 A 56-hour work week employee who is temporarily assigned to work a 40-hour work week due to an approved limited duty assignment shall:
1. Have the recognized City holidays off and be required to use accrued paid leave for the hours they were scheduled to work; and
 2. Accrue vacation and sick leave in accordance with the schedules in Articles 8.1 and 14.1 for 40-hour work week employees if limited duty assignment continues beyond 14 days.

ARTICLE 17 - PROBATIONARY EMPLOYEES

- 17.1 All original and promotional appointments shall be made for a probationary period of one (1) year. The probationary period shall be deemed as part of the examining process for determining the qualification of the employee for regular employment status. A probationary employee may be dismissed or demoted, and shall not have recourse to the grievance procedure. Regular employee is defined as an employee who has successfully completed the probationary period. During the original probationary period, an employee may be terminated without good cause or appeal.
- 17.2 If the City determines at any time in its sole judgment (meaning without good cause) during the promotional probationary period that a promoted employee is

not suitable to attain regular status, the employee shall be returned to his/her former classification and rate of pay without loss of seniority in the former classification and without recourse to the grievance procedure.

- 17.3 If an employee is promoted during their original probationary period (initial 12 months of service with the City), the promoted employee will serve the remaining original probationary time concurrently with the probationary period of the promotion.

ARTICLE 18 - SENIORITY

- 18.1 For purpose of this article, seniority shall be defined as continuous time within a classification. For the purpose of establishing seniority for Association members hired on the same date and job classification, seniority shall be based on candidate overall ranking as established by Human Resources prior to the Chief's interview. The candidate ranking shall be kept on file and copies shall be made available to the employee.
- 18.2 The principle of seniority shall be observed with regard to all layoffs and recall of regular employees who have completed one year or more of employment with the City, provided the employee to be recalled is competent to perform the work assigned. Employees off work for one year or more for any reason shall be considered off the seniority list.
- 18.3 In the event it becomes necessary to lay off employees for any reason, employees shall be subject to layoff in the inverse order of their seniority in the affected classification. An employee subject to layoff shall be entitled to bump another employee in a lower classification previously occupied by the employee subject to layoff on the basis of seniority within the department provided the employee electing to bump is qualified to perform the work of the employee he seeks to bump. An employee who is able to bump an employee in a lower classification on the basis of classification seniority shall be entitled to a trial period of up to ninety (90) days to satisfy the current requirements of the job or to satisfy proficiency examination in lieu thereof.
- 18.4 The current seniority list is attached as Schedule B. This list is effective 7/1/2008. Changes to this list due to terminations or new hires will be compiled by the City as needed by the parties. Whenever a change to the list is made, a revised list will be forwarded to the Association upon request.

ARTICLE 19 - SUBSTANCE ABUSE POLICY

- 19.1 The City and the Association agree to abide by the provisions of the City's Substance Abuse Policy as amended.

ARTICLE 20 - DISCIPLINARY ACTION

- 20.1 Discipline shall be limited to oral warning, written reprimand, denial of special privileges when imposed as part of disciplinary action, suspension, demotion, and dismissal, as warranted by the circumstances and the nature of the offense. If the City has reason to discipline an employee, the supervisor imposing the discipline shall make reasonable effort to avoid taking the action in the presence of other employees or the public. Notices of disciplinary action shall be in writing and given to the employee prior to taking the action, except in the case of written reprimands and oral warnings; in the case of oral warnings, employee shall receive confirmation in writing after the action is taken. No employee shall be issued a reprimand, demoted, suspended, or dismissed without just cause. It is recognized that job related counseling or admonishment shall not be considered to be an investigatory interview for purposes of disciplinary action under this Article 20.

Due Process. Pre-disciplinary "due process" means written notice of the specific charges, notice of the maximum range of disciplinary action under consideration, and an opportunity to meet with the decision maker and his/her designee in order to refute, mitigate, or defend against the charges. Oral warnings are not subject to due process. The employee of the Union may submit a written rebuttal a written reprimand which shall be maintained with the record of reprimand.

ARTICLE 21 - GRIEVANCE AND ARBITRATION

- 21.1 For the purpose of this agreement, a grievance is defined as any one of the following:
- A. A claim by an affected employee covered by this agreement and that a specific provision or clause of this agreement has been violated.
 - B. A claim by the Union's Executive Committee that a specific provision of clause of this agreement has been violated.
- 21.2 Filing a grievance. Before filing a grievance concerning a non-disciplinary matter, the aggrieved employee and the Union will attempt to resolve the issue informally.

A grievance is filed when the grievant and his/her Union representative submits a written statement of the grievance at the appropriate step of the grievance procedure. The grievance must include the following information:

- A) Name of the grievant(s)
- B) Date of filing
- C) Relevant facts and explanation of the grievance
- D) A list of the articles of the agreement allegedly violated
- E) A description of the remedy sought

Grievances will be filed at Step 1 of the grievance procedure unless the City and the Union mutually agree to filing at a higher step.

Oral reprimands are not subject to the grievance procedure. Written reprimands may be grieved through Step 2 only.

21.3 An individual employee who does not wish the Union's Executive Committee to pursue a grievance (under Section 21.1(B) hereof) may notify the Union in writing at any time, and the Union must withdraw the grievance. A grievance which is resolved by an individual's exercise of the right to withdraw consent hereunder shall not constitute a precedent with regard to the substance of the grievance in question.

21.4 A grievance shall be processed as follows:

Step 1: Within fifteen (15) calendar days after the alleged violation, or the date the employee or Union knew or reasonably should have known of the violation, the employee will meet with the supervisor in charge and present the facts and the alleged contract articles(s) violated pursuant to 21.2. The employee may at his/her option be accompanied by a Union representative.

Notwithstanding the above, both Union and City shall not be liable for any contract violation remedy beyond ninety (90) days from the date of alleged violation.

Step 2: If unresolved by the parties within fifteen (15) calendar days of such meeting, the grievant and/or the Union representative will present to the Fire Division Chief, a written statement per 21.2 of the alleged violation and remedies sought dated and signed by employee and/or the Union's Executive Committee with a copy to the City's Human Resource Manager. Such submission must be made within fifteen (15) calendar days following inaction or rejection by the Step 1 supervisor.

Step 3: If a satisfactory settlement is not made at Step 2 the grievance may be referred to the Fire Chief within **ten (10)** calendar days following the date of rejection or expiration of the actions concluding Step 2, whichever occurs first.

Step 4:

If the grievance is unresolved at Step 3, the grievance may be referred to the City Manager within **ten (10)** calendar days of the rejection or inaction at Step 3

Step 5:

If the grievance is unresolved at Step 4, the grievance may be submitted to arbitration at the mutual consent of the parties within ten (10) calendar days of the rejection or inaction at Step 4. If no mutual consent is achieved, the grievance is considered resolved at Step 4.

If the grievance is submitted to arbitration by mutual consent of the parties, within

10 days of such notice, a request will be made to the Oregon State Conciliation Service for a list of seven (7) qualified arbitrators residing in Oregon. The City and the Union will alternately strike six names from the list. The party to strike first will be determined by coin flip. The last name remaining will be the arbitrator. The parties agree that, if possible, no less than five (5) days prior to any scheduled arbitration hearing, they will mutually exchange copies of all exhibits intended to be offered at the hearing, except the work product of any attorney or authorized representative involved. Expenses of the arbitrator and costs incident to the conduct of the hearing will be paid split equally between the parties.

The jurisdiction of the arbitrator shall be limited to interpretation of the specific provision or provisions of this agreement which have been placed in issue by the parties and the arbitrator shall have no authority to add to or detract from this agreement or any portion thereof. Any or all time limits specific in the grievance procedure may be waived by mutual consent. Failure to submit the grievance in accordance with the time limits without such waiver shall constitute abandonment of the grievance. City failure to comply with the time limits specified above will automatically move the grievance to the next step herein.

ARTICLE 22 - AGENTS OF THE ASSOCIATION

- 22.1 Whenever agents of the Association shall visit the place of employment, they shall make their presence known to the supervisor and shall not interfere with any employee in the performance of his work.

ARTICLE 23 - SCHEDULE "A" WAGES

- 23.1 Effective July 1, 2015 all classification ranges shall be increased by four percent (4.0%) as shown in Schedule A.

Effective July 1, 2016, all classification ranges shall be increased by four percent (4.0%).

Effective July 1, 2017 all classification ranges shall be increased by four percent (4.0%) as shown in Schedule A.

- 23.2 Each employee shall be evaluated in writing on a form prescribed by the City Manager in conformance with time periods noted in the salary schedule. Eligibility for advancement in the salary range shall be based upon demonstration of satisfactory performance. 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.
- 23.3 Whenever an employee is appointed to a position in a higher classification, he shall receive at least the next higher salary in the new salary range. This salary

increase shall be effective the nearest pay period following notification of appointment.

- 23.4 Employees shall have the option of participating in a deferred compensation plan sponsored by the City. The deferred compensation plan shall not have a direct cost to the City and employee participation shall be voluntary. Effective January 1, 2012 employees shall have the option of having deferred compensation deductions withheld from their paycheck as a percentage of gross wages upon completion and submission of appropriate paperwork to the City.
- 23.5 With the exception of those situations described in 23.6, employees assigned temporarily the duties and responsibilities of a higher classification for a minimum of 12 hours shall receive an additional 5% increase of their base salary for the total time of the assignment.
- 23.6 The lieutenant position was created, in part, to provide routine coverage during a Captain's absence. In the event of a long-term absence of a Captain (defined as greater than 240 consecutive hours absent, the equivalent of ten (10) - 24 hour shifts or approximately 30 days), the Fire Chief can appoint a Lieutenant as an Acting Captain. The appointed Lieutenant will receive a 5% increase in base salary while appointed as an Acting Captain.

ARTICLE 24 - INCENTIVE PAY

- 24.1 The City agrees to pay incentive awards to employees who have obtained certification as follows:

Intermediate EMT certification	4%
Paramedic EMT	10%

All incentives are calculated on the base pay for the 6th step of Firefighter. The employee must make application to receive incentive pay and there shall be no retroactivity. Incentive awards shall commence the first of the month following approval by the Fire Chief or his designee.

Employees hired with Paramedic EMT certification from 7/1/2005 forward shall maintain, in good standing, their Oregon Paramedic EMT certification as a condition of employment.

- 24.2 The City shall establish an incentive award of two percent (2%) for employees with an acceptable Associate's degree and four percent (4%) for an acceptable Bachelor's degree subject to the following conditions:
 - a. The 2% or 4% awards may not be combined.
 - b. The employee must have successfully completed their initial employment probation period.

24.3 Employees may be assigned the following duties by the Fire Chief. If both functions are assigned to the same employee, the maximum total incentive is 10%.

EMS Quality Improvement	5%
EMS Training Administration	5%

ARTICLE 25 – CLOTHING

25.1 The city shall furnish clothing and uniforms required in the performance of city duties to include, but not limited to, the list in 25.4 to all employees before their first (1) day of employment. All badges, patches, and logos will be provided by the city. The clothing and uniform design shall be determined by the Fire Chief. The replacement of these items will be on an exchange program with new items.

25.2 Damage to uniforms due to unauthorized use will be repaired or replaced at the association member's expense. Uniforms are to be worn only on duty, or directly to and from work and other special occasions by permission of the Fire Chief or his/her designee. Personal protective equipment shall be used only for firefighter, rescue and EMS training and duties. Any other use requires permission of the Fire Chief or his/her designee.

25.3 All personal protective clothing required for the performance of firefighting duties and the safety of the fire personnel shall be provided to all employees. PPE shall meet or exceed NFPA, OR-OSHA, or ANSI (eyewear only) standards.

25.4 Clothing list

- 3 (or 4 for forty (40) hour employees) Class B blue Nomex uniform shirts.
- 3 (or 4 for forty (40) hour employees) Class B blue Nomex uniform trousers.
- 7 blue Forest Grove Fire & Rescue T-shirts.
- 2 Forest Grove Fire & Rescue cotton blue work sweatshirts.
- 1 all weather jacket
- 1 pair of uniform boots
- 1 uniform belt.

Workout apparel to match duty T-shirts

- 1 pair of workout shorts
- 1 pair of workout sweatpants

Uniforms may be replaced on an as needed basis at the discretion of the fire chief or his/her designee.

25.5 All uniforms and personal protective clothing shall be kept clean at all times to maintain a positive and professional image to the public.

25.6 A full class A uniform will be provided to each member of the association once they have successfully passed their probation period with the city. These items

shall include, hat, jacket, pants, shirt, badge, tie, belt, and shoes. The repair or alteration of these items will be at the association members' expense, once the uniform has been fitted.

ARTICLE 26 - BOOKS AND TUITION

- 26.1 Employees may request reimbursement for books and tuition for college level course work relevant to their position in the department. This may include but is not limited to Advanced EMT, EMT Intermediate and Paramedic courses for certification. Requests for reimbursement must be approved by the Fire Chief prior to enrollment and shall be contingent upon completion of the course with a passing grade and available funding within the department.

ARTICLE 27 - WORKING RULES

- 27.1 The Association recognizes the right of the City to establish reasonable rules and regulations for the safe, sanitary, and efficient conduct of the City's business and reasonable penalties for the violation of such rules and regulations. All employees shall continue to comply with the presently published personnel manual, except those areas superseded by this Agreement. Changes or additions to such rules shall be furnished to the Association at time of issuance.

ARTICLE 28 - SAFETY PROGRAM

- 28.1 The City shall conform to the State and Federal requirements pertaining to safety of the employees in the performance of their work assignments.
- 28.2 Employees shall be given an opportunity to exercise a cumulative of 60 minutes per shift. The intent is to provide flexibility regarding scheduling the 60 minutes during the first 12 hours of the shift. The Fire Chief has the right to determine the workout time period.
- 28.3 NFPA 1582 Medical Evaluations: See Attachment A

ARTICLE 29 - PERSONNEL FILE

- 29.1 A personnel file shall be initiated and maintained for each employee. Personnel files shall be considered confidential and shall be accessible only to the employee, the City Manager, the Personnel Officer, the Fire Chief, and the supervisor, with the approval of the Fire Chief. An employee shall have the right to review and obtain copies of the contents of his personnel file.
- 29.2 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 the personnel file.

- 29.3 Upon employee request, letters of reprimand shall be removed at the end of eighteen (18) months from the time the reprimand was dated, provided there are no subsequent letter(s) of reprimand or disciplinary action taken during the intervening period of time.

ARTICLE 30 - SAVINGS CLAUSE

- 30.1 Whenever it shall be found that any portion of this Agreement is contrary to any City, State, or Federal Law, such portion of the Agreement shall be excised, modified, or changed to conform thereto, as soon after notification as possible. The City and the Association agree to negotiate substitute provisions for those articles that may be in question.

ARTICLE 31 - TERMINATION

- 31.1 This agreement shall be effective July 1, 2015 and shall remain in effect until June 30, 2018, however, the parties agree to open Article 12 – Health Insurance between January 1, 2017 and March 1, 2017 to negotiate the impact to health insurance due to mandates by Federal health care legislation during the life of this agreement. This agreement shall be automatically renewed from year to year thereafter unless either party notifies the other between January 1, and March 1, in the year of expiration that they wish to modify this agreement.

ARTICLE 32 - SCOPE OF AGREEMENT

- 32.1 The City and the Association shall not be bound by any requirement, which is not specifically stated in this Agreement. Specifically, but not exclusively, the City and the Association are not bound by any unwritten past practices of the City or the Association, unless such past practices or understandings are specifically stated or referred to in this Agreement.

The Association and the City agree that this Agreement is intended to cover all matters affecting wages, rates of pay, hours, grievance procedure, working conditions, and all other terms and conditions of employment and similar or related subjects, and that during the term of the Agreement neither the City nor the Association shall be required to negotiate on any further matter affecting these or any other subjects not specifically set forth in the Agreement.

ARTICLE 33 – UNION BUSINESS

- 33.1 Representatives. The Union will notify the Fire Chief, in writing, of the names of its representatives.
- 33.2 Visits. Union representatives, other than Agency employees, upon notification to the Fire Chief or his/her designee, may visit with employees during breaks, meal periods or after normal business hours (0800-1700) – employee representatives are not required to provide notification. Visits outsider of those allowed for

above, may be granted only with the expressed approval of the Fire Chief or a designee and shall not disrupt the workflow.

- 33.3 Internal Business. The internal business of the Union shall only be conducted outside normal working hours.
- 33.4 Bulletin Boards. Bulletin board space will be provided for the Union for the posting of meeting notices and other information of interest to its members.

ARTICLE 34 – CELL PHONE STIPEND

- 34.1 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.

**FOREST GROVE PAID
FIREFIGHTER'S ASSOCIATION**

Ted Penge, Association Shop Steward

Dated: _____

Geoff McFarland, Association Shop Steward

Dated: _____

Tony Carter, Association Shop Steward

Dated: _____

Dave Halley, Local 1660 Executive Officer

Dated: _____

CITY OF FOREST GROVE

Jesse VanderZanden, City Manager

Dated: _____

FOREST GROVE PAID FIREFIGHTERS ASSOCIATION (IAFF)

SCHEDULE "A"

July 1, 2015 CLASSIFICATION & WAGES

Monthly Salaries 7/01/15		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F90	Firefighter	4,847	5,080	5,314	5,545	5,780	6,013
F92	Lieutenant	5,090	5,334	5,581	5,823	6,069	6,314
F96	Fire Captain	5,570	5,840	6,107	6,372	6,641	6,908
F98	Fire Inspector	5,697	5,970	6,244	6,518	6,790	7,066
Annual Salaries 7/1/15		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F90	Firefighter	58,164	60,960	63,768	66,540	69,360	72,156
F92	Lieutenant	61,080	64,008	66,972	69,876	72,828	75,768
F96	Fire Captain	66,840	70,080	73,284	76,464	79,692	82,896
F98	Fire Inspector	68,364	71,640	74,928	78,216	81,480	84,792
Bi-Weekly Salaries 7/1/15		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F90	Firefighter	2,237.08	2,344.62	2,452.62	2,559.23	2,667.69	2,775.23
F92	Lieutenant	2,349.23	2,461.85	2,575.85	2,687.54	2,801.08	2,914.15
F96	Fire Captain	2,570.77	2,695.38	2,818.62	2,940.92	3,065.08	3,188.31
F98	Fire Inspector	2,629.38	2,755.38	2,881.85	3,008.31	3,133.85	3,261.23
Hourly Rate: 40 Hours Per Week 7/1/15		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F90	Firefighter	27.9635	29.3077	30.6577	31.9904	33.3462	34.6904
F92	Lieutenant	29.3654	30.7731	32.1981	33.5942	35.0135	36.4269
F96	Fire Captain	32.1346	33.6923	35.2327	36.7615	38.3135	39.8538
F98	Fire Inspector	32.8673	34.4423	36.0231	37.6038	39.1731	40.7654
Hourly Rate: 24/48 Shifts 7/1/15		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F90	Firefighter	19.9739	20.9341	21.8983	22.8503	23.8187	24.7788
F92	Lieutenant	20.9753	21.9808	22.9986	23.9959	25.0096	26.0192
F96	Fire Captain	22.9533	24.0659	25.1662	26.2582	27.3668	28.4670
F98	Fire Inspector	23.4766	24.6016	25.7308	26.8599	27.9808	29.1181

FOREST GROVE PAID FIREFIGHTERS ASSOCIATION (IAFF)

SCHEDULE "A"

July 1, 2016 CLASSIFICATION & WAGES

Monthly Salaries 7/1/16		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F90	Firefighter	5,041	5,283	5,527	5,767	6,011	6,254
F92	Lieutenant	5,294	5,547	5,804	6,056	6,312	6,567
F96	Fire Captain	5,793	6,074	6,351	6,627	6,907	7,184
F98	Fire Inspector	5,925	6,209	6,494	6,779	7,062	7,349
Annual Salaries 7/1/16		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F90	Firefighter	60,492	63,396	66,324	69,204	72,132	75,048
F92	Lieutenant	63,528	66,564	69,648	72,672	75,744	78,804
F96	Fire Captain	69,516	72,888	76,212	79,524	82,884	86,208
F98	Fire Inspector	71,100	74,508	77,928	81,348	84,744	88,188
Bi-Weekly Salaries 7/1/16		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F90	Firefighter	2,326.62	2,438.31	2,550.92	2,661.69	2,774.31	2,886.46
F92	Lieutenant	2,443.38	2,560.15	2,678.77	2,795.08	2,913.23	3,030.92
F96	Fire Captain	2,673.69	2,803.38	2,931.23	3,058.62	3,187.85	3,315.69
F98	Fire Inspector	2,734.62	2,865.69	2,997.23	3,128.77	3,259.38	3,391.85
Hourly Rate: 40 Hours Per Week 7/1/16		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F90	Firefighter	29.0827	30.4788	31.8865	33.2712	34.6788	36.0808
F92	Lieutenant	30.5423	32.0019	33.4846	34.9385	36.4154	37.8865
F96	Fire Captain	33.4212	35.0423	36.6404	38.2327	39.8481	41.4462
F98	Fire Inspector	34.1827	35.8212	37.4654	39.1096	40.7423	42.3981
Hourly Rate: 24/48 Shifts 7/1/16		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F90	Firefighter	20.7733	21.7706	22.7761	23.7651	24.7706	25.7720
F92	Lieutenant	21.8159	22.8585	23.9176	24.9560	26.0110	27.0618
F96	Fire Captain	23.8722	25.0302	26.1717	27.3091	28.4629	29.6044
F98	Fire Inspector	24.4162	25.5865	26.7610	27.9354	29.1016	30.2843

FOREST GROVE PAID FIREFIGHTERS ASSOCIATION (IAFF)

SCHEDULE "A"

July 1, 2017 CLASSIFICATION & WAGES

IAFF Monthly Salaries 7/1/17		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F90	Firefighter	5,243	5,494	5,748	5,998	6,251	6,504
F92	Lieutenant	5,506	5,769	6,036	6,298	6,564	6,830
F96	Fire Captain	6,025	6,317	6,605	6,892	7,183	7,471
F98	Fire Inspector	6,162	6,457	6,754	7,050	7,344	7,643
IAFF Annual Salaries 7/1/17		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F90	Firefighter	62,916	65,928	68,976	71,976	75,012	78,048
F92	Lieutenant	66,072	69,228	72,432	75,576	78,768	81,960
F96	Fire Captain	72,300	75,804	79,260	82,704	86,196	89,652
F98	Fire Inspector	73,944	77,484	81,048	84,600	88,128	91,716
Bi-Weekly Salaries 7/1/17		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F90	Firefighter	2,419.85	2,535.69	2,652.92	2,768.31	2,885.08	3,001.85
F92	Lieutenant	2,541.23	2,662.62	2,785.85	2,906.77	3,029.54	3,152.31
F96	Fire Captain	2,780.77	2,915.54	3,048.46	3,180.92	3,315.23	3,448.15
F98	Fire Inspector	2,844.00	2,980.15	3,117.23	3,253.85	3,389.54	3,527.54
Hourly Rate: 40 Hours Per Week 7/1/17		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F90	Firefighter	30.2481	31.6962	33.1615	34.6038	36.0635	37.5231
F92	Lieutenant	31.7654	33.2827	34.8231	36.3346	37.8692	39.4038
F96	Fire Captain	34.7596	36.4442	38.1058	39.7615	41.4404	43.1019
F98	Fire Inspector	35.5500	37.2519	38.9654	40.6731	42.3692	44.0942
Hourly Rate: 24/48 Shifts 7/1/17		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
F90	Firefighter	21.6058	22.6401	23.6868	24.7170	25.7596	26.8022
F92	Lieutenant	22.6896	23.7733	24.8736	25.9533	27.0494	28.1456
F96	Fire Captain	24.8283	26.0316	27.2184	28.4011	29.6003	30.7871
F98	Fire Inspector	25.3929	26.6085	27.8324	29.0522	30.2637	31.4959

Seniority Listing

Schedule B

Position	Name	Hire Date	Test Rank	Current Classification	Classification Date
1	Mike Lanter	7/8/1996	1	Captain	11/19/2007
2	Chris Woodford	7/8/1996	2	Fire Inspector II	3/03/2013
3	Tad Buckingham	7/8/1996	3	Captain	7/01/2013
4	Joe Smith	12/2/1996		Captain	2/18/2007
5	Karen Hendrix	1/13/1997		Lieutenant	4/01/2007
6	Ted Penge	4/5/2004		Firefighter	4/05/2004
7	Tony Carter	10/26/2005		Captain	9/01/2013
8	Rick Ilg	2/27/2006	1	Lieutenant	5/17/2015
9	Will Murphy	2/27/2006	2	Lieutenant	10/01/2013
10	Matt Rawls	1/22/2008	1	Firefighter	1/22/2008
11	Geoff McFarland	1/22/2008	2	Firefighter	1/22/2008
12	Ivan Bratchuk	4/17/2008		Firefighter	4/17/2008
13	Brad Shinpaugh	1/13/2009		Firefighter	1/13/2009
14	Chad Toomey	1/04/2013		Firefighter	1/04/2013
15	Jordan Ruiz	7/01/2013		Firefighter	7/01/2013
16	Jay Edwards	1/27/2014		Firefighter	1/27/2014
17	Robert Webb	7/01/2015		Firefighter	7/01/2015

ATTACHMENT A

NFPA 1582 Medical Evaluations

Fire personnel assigned to fire suppression functions will receive a physical examination in accordance with NFPA 1582, current edition. All Category A medical conditions have been reclassified by the Fire Department as Category B, to allow for advances in medical technology and reasonable accommodation of medical conditions where possible. All of these conditions shall be linked to the ability to function as a Firefighter EMT.

The medical evaluations shall be conducted in accordance with the following schedule:

- a) Ages 29 and under - every 3 years
- b) Ages 30 to 39 - every 2 years
- c) Age 40 and above - every year

Medical evaluations shall be performed by the Department Physician at no cost to the employee. For purposes of the physical each employee who completes the physician visit while off duty will be paid for two hours of overtime at the time and one-half rate. This payment will cover both the office visit and travel time.

No employee medical information, except for vaccination and immunization status, will be released to the City or its representatives. The City will only be informed of the employee's ability or inability to perform the requirements of his/her job description.

Employees found with medical conditions that prevent them from performing duties are eligible to use sick leave, vacation leave, and leave without pay (at the discretion of the Department) until they can be cleared by the Department Physician or their attending physician to return to duty. If needed in addition to the job analysis worksheet, and recommended by the Department physician or attending physician for his/her determination, the employee may be required to successfully complete the physical fitness testing referenced below. If such testing is recommended by the Department physician or the attending physician, the employee shall not return to his/her regular assignment until s/he has successfully completed physical fitness testing.

Disagreements with the Department Physician will be handled in accordance with the guidelines of NFPA 1582, current edition.

The Fire Department Physician shall report the results of the medical evaluation to the candidate or current firefighter, including any medical condition/s disclosed during the medical evaluation, and the recommendation as to whether the candidate or current firefighter is medically certified to perform as a firefighter. The physician's criteria for determining whether a candidate or current firefighter is medically certified or not shall be NFPA 1582, Chapter 2-3.

The Fire Department Physician shall inform the Fire Department only as to whether or not the candidate or current firefighter is medically certified to perform as a firefighter. The specific written consent of the candidate or current firefighter shall be required

prior to release of confidential medical information to the Fire Department. Candidates who do not successfully complete the medical examination will be ineligible for employment.

In the event that a firefighter is determined to be not medically certified to perform the duties of a firefighter, the firefighter has the option to seek another opinion from the physician of his/her choice at the Department's expense. If there is still disagreement about the condition or placement recommendation, a third physician (acceptable to both the Fire Department and the employee) will be consulted. The City's final decision will be determined by Human Resources. If the medical condition is deemed permanent and the firefighter cannot be rehabilitated to return to suppression duties, then the City Human Resources (in coordination with other pertinent agencies) will determine the next step, including but not limited to, termination, reassignment, or retirement.

If a firefighter is deemed not medically certified to perform these duties but the Department Physician determines that rehabilitation is possible, the Department will assist the individual in his/her rehabilitation efforts by allowing the use of sick/vacation leave and may allow options such as modified duty or reassignment, leave without pay, and shift trades (this does not represent an exclusive list of options).

Mandatory Physical Fitness Training. Bargaining Unit members assigned to fire suppression duties shall participate in daily physical fitness training as developed in collaboration with the Association and approved by the Fire Chief.

Physical Fitness Testing. Union members assigned to fire suppression duties will participate annually in physical fitness testing. Testing shall consist of successful completion of the Department's Physical Ability Test within the required time constraints. The test may be repeated once within 14 days.

If the employee fails to complete the test, s/he will be sent to the Department Physician for a medical evaluation. If medically cleared, they will be reassigned to a 40-hour week on a modified duty assignment for a period not to exceed three months. During this time, s/he will be allowed up to two hours per day of physical conditioning, in addition to other non-suppression duties. At any point during this three months, s/he may request to take the Physical Ability Test again. The test may be repeated once within 14 days.

This process may be repeated twice (not to exceed 9 months from the date s/he is medically cleared to participate in the process) prior to reassignment or termination.

Attachment B

Article 16: Conversion of Sick and Vacation Accruals between 56 and 40 hour/week positions Example

Conversion of sick and vacation leave balances for employees changing work schedules

To convert the sick and vacation leave balances of an employee working a 56 hour/week work schedule to a 40 hour/week work schedule, the employee's current vacation and sick leave balances shall be multiplied by the conversion factor of .7142 at the time of the schedule change.

For example, the calculation of the vacation leave conversion for an employee who has 400 hours of vacation leave accrued at the time of changing from a 56 hour/week schedule to a 40 hour/week schedule shall be as follows:

$$400 \text{ hours} \times .7142 \text{ conversion multiplier} = 285.68 \text{ hours}$$

To convert the sick and vacation leave balances of an employee working a 40 hour/week work schedule to a 56 hour/week work schedule, the current vacation and sick leave balances will be multiplied by 1.4 at the time of the schedule change.

If the same employee was changing from a 40 hour/week work schedule to a 56 hour/week work schedule, the calculation would be as follows:

$$285.68 \text{ hours} \times 1.40 \text{ conversion multiplier} = 399.95 \text{ hours}$$

Vacation Carry Over for 40 hour/week employees

The amount of vacation leave an employee working a 40 hour/week work schedule can carry over as of December 31 of each calendar year will be based on the employee's rate of vacation leave accrual as outlined in Article 14 of the Collective Bargaining Agreement (CBA). This will be calculated in the following manner:

Employees current years of service = 17
Annual vacation accrual per Article 14 = 12 shifts per year

Calculation:

1. 12 shifts per year X 24 hours/shift = 288 hours/year of vacation leave accrual
2. 288 hours/year x 140% carryover percentage allowed under Article 16 = 403.20 hours annually for 56 hour work week
3. 403.20 hours X .7142 conversion multiplier to 40 hour work week = 288 hour cap for 40 hour work week

STAFF REPORT SUPPORTING A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR A TRADEMARK OF THE THREE LEAVES LOGO BOTH WITH AND WITHOUT A TAGLINE AND UPON APPROVAL OF THE TRADEMARK TO PREPARE AN ORDINANCE AND CODE FOR THE ADOPTION OF THE LOGO AS THE OFFICIAL LOGO FOR THE CITY OF FOREST GROVE

TO: Mayor Peter Truax and City Councilors

PROJECT TEAM: Jeffrey King, Economic Development Manager
Paul Downey, Director of Administrative Services
Jesse VanderZanden, City Manager

DATE: November 23, 2015

SUBJECT: ESTABLISHING AN OFFICIAL LOGO FOR THE CITY OF FOREST GROVE

ISSUE STATEMENT:

A good logo serves as a visible symbol and unifying brand. A logo also establishes a distinct and visual identification for the City.

Various logos are being used to represent the City of Forest Grove. However none of them appear to have been formally authorized as the official City of Forest Grove logo. Under consideration is whether the City should update and approve a single, cohesive, distinctive, logo that is both recognizable and unifying that also sends a consistent and positive message. In recent years, there has been a proliferation of logos and taglines that have been used to represent the City generally and for specific departments. This has created uncertainty and confusion as to how best to represent the City. A three leaves logo has been increasingly used and is being proposed to be adopted as the official City of Forest Grove logo.

BACKGROUND:

In recent years, a number of different logos and taglines have been or are being broadly used by the City and by a number of departments. This has created confusion, a muddled brand and no clear standardization. With no trademarking, the City does not have control over their own logos as to who, when, where and how these logos are used.

For example, the stylized font that was developed in the 1970's and is in need of an update, remains in current use. It is unclear if this logo was ever officially authorized by City Council. Sometime in the 1990's and well into the 2000's a tagline "a great place to live, learn, work and play" was put into use. A coin was produced and this line was also

used on the City website and some other correspondence. In addition, the Forest Grove Police, Fire and Light and Power Departments have their own logo/ tagline. Public Works also uses a different logo on some of their trucks. The City Hall pool cars have "City of Forest Grove Administration" decals on the doors in a different font than the logo.

In late 2008 an additional logo and tagline was introduced. The logo consisted of a vineyard leaf, purple grapes and a tagline that read "Forest Grove-where Oregon Pinot was born". Initially, the pinot logo was intended to be used only for tourism promotion for all organizations in Forest Grove, not just by the City. However it was used by the Forest Grove Chamber of Commerce for a time as their organization's logo. It also was used by the City for some non-tourism documents and advertising.

In all, between different departments, vehicles, signage and letterhead there are nine different "logos" of some sort being used.

The three leaves logo that is now being used widely by the City was originally developed for economic development marketing. A local consultant, Diversity Corporation, produced a Marketing and Communications Plan in November 2006. The report included a green three-leaves logo and the tagline "a place where businesses and families thrive". A full style guide containing use standards was included. The logo and tagline was used in all economic development advertising and marketing material and remains in use for all economic development efforts. In recent years, without unified direction or prompting, this three leaves logo has informally come into widespread use throughout City government. It is being used on advertising, documents, business cards, clothing, signage, website and branded items such as water cups and bottles, tote bags and more. At its November meeting, the Forest Grove Economic Development Commission voted unanimously to support adoption as the official City logo. Council liaison to the FGEDC, Elena Uhing strongly favored this effort. The FGEDC letter of support is included as an attachment.

When first developed, the rationale for choosing this logo and tagline was that the color and leaves reflected the agricultural heritage of the City. It was modern yet gives a sense of tradition and classical values. The circular leaves and tagline also implies a partnership between many different elements including a successful coexistence between business and people as well as a welcoming place to raise a family. For these reasons and through broad acceptance as evidenced by use throughout City government, this logo and tagline is now being presented for adoption by the City for trademarking and official use. While the Fire and Police Departments will retain their own longstanding logos, the City will look for a way to place a smaller three leaves logo on all City vehicles.

FISCAL IMPACT:

The adoption of the logo spread across the departments should have a minimal financial impact. It is estimated at \$5,000 or less for design templates, new business cards, vehicle decals and some new stationary. This design template will allow each department to self-print letterhead and envelopes on their computers. The application for approval of the trademark is \$320. Over the long term, use of a template for letterhead and envelopes should result in cost savings. Pre-printed stationary and letterhead has gotten quite expensive. With modern printers, most of these costs can be avoided as staff can use templates within their computers

STAFF RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to apply for a trademark of the three leaves logo both with and without a tagline (found within the attached Exhibit A), proceed with integrating the logo amongst departments and upon approval of the trademark, prepare an ordinance and code for the adoption as the official logo of the City of Forest Grove.

Staff Report Attachment: EDC's Letter of Support



November 5, 2015

To: Jesse Vanderzanden, Forest Grove City Manager and Forest Grove City Council

From: Tim Budelman, Chair Forest Grove Economic Development Commission

Re: Adoption of Official City Logo

The Forest Grove Economic Development Commission at its meeting of November 5th, voted unanimously to recommend that the City Council adopt the above referenced three leaves logo as the official logo of the City of Forest Grove. The EDC and the Forest Grove Economic Development office has used this three-leave logo on all of its marketing efforts since 2007. It has been well-received citywide.

In economic development and in other branding and marketing practices, the importance of a cohesive and clear message is critical. We believe that the three leaves logo and the tagline represents the City well in color, design and message. In my professional career, branding is imperative, not only as a consistent image and identity but also serves as a focal point for the community to gather around and be proud of.

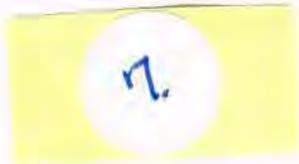
Thank you for your careful consideration.

Sincerely,

A handwritten signature in black ink that reads "Tim Budelman". The signature is written in a cursive, flowing style.

Tim Budelman

Chair, Forest Grove EDC



RESOLUTION NO. 2015-78

RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR A TRADEMARK OF THE THREE LEAVES LOGO AND/OR TAGLINE AND UPON APPROVAL OF THE TRADEMARK TO PREPARE AN ORDINANCE AND CODE FOR THE ADOPTION OF THE LOGO AS THE OFFICIAL LOGO FOR THE CITY OF FOREST GROVE

WHEREAS, It is the City's intent to update and approve a single, cohesive, distinctive, recognizable and unifying logo; and

WHEREAS, The three leaves logo was developed in 2006 for Forest Grove Economic Development initiatives and reflects the City's agricultural heritage, status as a Tree City USA, environmental values, and gives a sense of traditional, classical values as well as a contemporary vibrancy; and

WHEREAS, The three leaves logo is already being used by City departments including the City website, Council Chambers, shirts, signage, advertising, request for proposals, and several other applications; and

WHEREAS, It is important the City send a consistent and positive message that enhances and increases its recognition and reputation amongst the general public to the benefit of the same;

WHEREAS, It is recognized that the City Police and Fire Department will continue to utilize their own logos.

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

Section 1. That the City of Forest Grove City Council hereby approves and authorizes the City Manager to apply for a trademark of the three leaves logo as identified in Exhibit A-1 from the United States Patent Office.

Section 2. That the City of Forest Grove City Council hereby approves and authorizes the City Manager to apply for a trademark of the three leaves logo and tagline as identified in Exhibit A-2 from the United States Patent Office.

Section 3. That upon trademark approval, the City Manager shall submit an ordinance, City Code language and use standards to the City of Forest Grove City Council adopting the three leaves logo as the official logo of the City of Forest Grove.

Section 4. That the City Manager shall immediately begin to integrate the three leaves logo amongst all departments and in all City materials.

Section 5. This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 23rd day of November, 2015.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 23rd day of November, 2015.

Peter B. Truax, Mayor

Exhibit A-1



Exhibit A-2



A place where businesses and families thrive.

CITY MANAGER'S REPORT TO COUNCIL
November 23, 2015

Dates to Remember:

- Nov 27:** Tree Lighting, 6 pm, Chamber followed by reception at FGS&CC
- Dec 1:** Friends Cultural Series: Coffees of the World, 7 pm, Library Rogers Room
- Dec 5:** Holiday in the Grove, all day activities, downtown
- Dec 5:** Celebrity Bell Ringing Competition, 2 to 3 pm, Main Street
- Dec 5:** Holiday Light Parade, 5 pm, Main Street
- Dec 6:** Winter Farmers Market, Noon to 4 pm, Elks Lodge
- Dec 9:** Employee Holiday Buffet, 11:30 to 1:30, Community Auditorium
- Dec 9:** Food Waste Composting Public Forum, 6:30 to 8 pm, Community Auditorium
- Dec 9:** Christmas with the Trail Band, 7 pm, FGHS

2016 – Mark your calendars

- Jan 7:** Western Washington County Cities' Legislative Joint Session, 5:30 pm, Location TBA
- Jan 21:** B&C Annual Recognition Dinner, 5:30 pm, Location TBA
- Jan 30:** Annual Town Meeting, 9 am to noon, Community Auditorium
- Feb 20:** Council Goal-Setting Retreat, 8:30 am, location TBA
- Feb 22:** State of the City Address, noon, Chamber Luncheon

ADMINISTRATIVE SERVICES:

- Times Litho Demolition: Demolition is completed on the site. Staff is discussing how to restrict access to the site while waiting for development to start as people have been driving through the site and tearing up the gravel. One possibility is chaining off access at each driveway. Stakes on the site are boundary markers for tax lots that were placed there by the surveyor. At some point, the tax lots will need to be consolidated together depending on the actual footprint on any future development.
- Accounting/Utility Billing System Replacement Reviews: City staff conducted a site visit to review another city's electric utility billing system as part of its software review process. Staff will be following up with the software vendor with additional questions based on this site visit. Staff will be conducting a site visit to look at financial and HR portions of the software yet before making the final decision to proceed with this software.

PARKS and AQUATICS:

- The Recreation Commission and staff are continuing to work with various groups on the following projects:
 - Anna and Abby Playground to be located in Rogers Park.
 - Art in the Park to be located in either Lincoln or Rogers Park.
 - The 50th Anniversary celebration of the Aquatic Center in 2018.
- The first survey regarding the Parks and Recreation Master Plan and Recreation Center received nearly 500 responses. This project is currently focused on Latino outreach and preparing the telephone survey that will focus on the Recreation Center concepts and costs.
- The second neighborhood meeting was held November 5 regarding the Old Town Loop Trail. Ten neighbors attended the meeting which was held at the Light and Power Conference room. The meeting addressed several items that were concerns from citizens that evolved from the first meeting including location of the trail, safety, fencing, and vegetation.
- The Aquatic Center will host the 47th Annual Invitation Swim Meet Dec. 4, 5 and 6. Over 20 teams/clubs from around the region will be participating, totaling over 500 swimmers and their families.

POLICE:

- Chief attended the Executive Leadership Conference Training this week.
- The department is now accepting applications for the 2016 Citizen's Academy.
- Meetings are underway with PSAC volunteers to plan the 2016 National Night Out.
- The SRO was interviewed for a News Times article for school safety. Two recruits were also interviewed for a future article on the police recruitment process for a new police officer.

LIBRARY:

- After 35 years with the City, Ann Dondero, Youth Services Librarian Extraordinaire, has announced her retirement, effective January 31, 2016.
- The Friends of the Library have approved funding for a "Technology Bundle". The library will purchase a Galaxy Tab 4, iPad Mini 2, Kindle Fire, and a Chromebook. These will be used in programming, training and to assist patrons at public service desks.
- On Saturday November 14, the Forest Grove City Library hosted an event for teens. Thirteen teens gathered to play with glow sticks and participate in a pizza taste-off. Pizzas were judged in multiple categories including "Most Cheesy", "Sauciest", "Best Crust" and "Best Overall". The pizzas were donated from five pizza restaurants in Forest Grove and Cornelius.
- The Library's Annual Wassail party will be held on Saturday, December 5, from 1 to 4 pm as part of the Holiday in the Grove festivities.

LIGHT & POWER:

- The Thatcher Junction Substation transformer is now serving load. It will continue to do so over the winter while the control house is delivered and furnished. All foundations for the bus, circuit switcher and control house at Thatcher substation are poured and backfilled.
- Work orders recently reviewed, designed and/or drawn are: Underground re-conductor of failed primary cable in Ballad Town; ground grid for Thatcher Junction substation; Tokola/Times Litho site; redi-mix facility on Elm Street; Draper Doors; and Taylor Co-housing development.
- Work on the remote read meter replacement project is approximately 90% complete.
- Grid trimming in the southern portion of the City.

ECONOMIC DEVELOPMENT:

- Working on several early stage industrial and commercial development projects and business leads including a Food and Beverage processor.
- Miget's Island Grill and Thai House II making progress and should be opening the next few weeks.
- Promoting with Mercy Corps Northwest, a 6-week Small Business Foundation Course in Forest Grove beginning January 14.
- Actively promoting "Cool Yule", Holiday in the Grove and Light Parade events to increase visitors and business activity for local merchants
- Research is progressing on urban renewal practices in similar sized Oregon cities being led by two short-term interns from Pacific University School of Business.
- Issued press release on small business services and programs available to assist Forest Grove businesses and entrepreneurs.
- Contract signed to begin advertising program with Travel Oregon to promote tourism. Covers digital and print ads.
- Working with consultant to complete a two-sided tear sheet poster and directory to promote tourism.

ENGINEERING / PUBLIC WORKS:

- Water Treatment Plant Reservoir Drain Pipe Leak: Staff is working on obtaining quotes to replace three (3) reservoir outlet valves.
- Timber Harvest: The timber harvest is performing cable logging operations in the steep terrain area of this year's harvest. This work should continue into January 2016.
- Leaf Pickup Program: The annual leaf pickup program is on schedule currently servicing Area 6.
- New Phased Development Project: Staff is currently performing Completeness Review for a phased development project at the old Times Litho location.
- Inspections: Staff is busy performing public improvement and erosion control inspections at Pacific Crossings and Westside Redi-Mix.

COMMUNITY DEVELOPMENT:

- Times Litho: Land use application for the project has been submitted and is being processed. Staff is targeting a Planning Commission hearing date for December 7th. This project will require City Council review since one of the land use applications requires City Council approval.
- Periodic Review/Code Update – Conducted a joint work session with City Council and Planning Commission on November 9. Planning Commission public hearing is targeted for January 4, 2016. If so, City Council public hearing may be scheduled for the February 8, 2016, meeting.
- Marijuana Code Update – Staff conducted two work sessions with City Council and will be initiating amendments to the Development Code. Another work session is scheduled in January.
- Food Compost proposal – On December 9 beginning at 6:30 pm, CCI and the Sustainability Commission will sponsor a program on the food compost proposal. In addition, a citizen survey on the acceptability of the program can be accessed on the City's website and on the City's Facebook page. The program and the survey have been announced in the November Utility Billing flyer.
- Historic Landmarks Board – A consultant, Historic Preservation Northwest, has been selected to assist the Landmarks Board to develop a strategic plan.

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