

CITY COUNCIL MONTHLY MEETING CALENDAR

Nov-16						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 CCI 5:30pm Nyuzen Student Departs	2 Municipal Court	3 Plastic Bag Ban Forum for Retailers 1pm - Comm Aud EDC Noon	4 FGS&CC 1st Friday	5
6	7 Planning Comm 7pm	8 GENERAL ELECTION DAY Red Cross Blood Drive 1pm - 6pm - Comm Aud Library 6:30pm	9	10 PAC 5pm	11 CITY OFFICES CLOSED HOLIDAY	12
13	14 CITY COUNCIL 5:30 PM - WORK SESSION (Fire IGA) 6:15 PM - WORK SESSION (Westside Planning Part I) 7:00 PM - REGULAR COUNCIL MEETING 8:30 PM - URBAN RENEWAL AGENCY MEETING COMMUNITY AUDITORIUM Chehalem Ridge Stakeholder Mtg Noon	15 Fernhill Wetlands 5:30pm	16 P&R 7am CFC 5:15pm CAO 5pm CWAC 5:30pm	17 Sustainability L&P 6pm Food Film 7:30pm	18	19
National League of Cities Conference - Pittsburgh, PA LED Lighting Project - Community Auditorium						
20 Chamber Luncheon FGS&CC Bd Mtg 6:30pm Planning Comm 7pm	21	22 HLB 7:15pm - Cancelled	23 PSAC 7:30am	24 CITY OFFICES CLOSED HOLIDAY	25 CITY OFFICES CLOSED HOLIDAY Holiday Tree Lighting 6pm	26
LED Lighting Project - Community Auditorium						
27 Council Swearing-In & Recognition 5:15 PM - Community Auditorium CITY COUNCIL 6:45 PM - TVCTV HOLIDAY GREETING 7:00 PM - REGULAR COUNCIL MEETING 8:30 PM - WORK SESSION (B&C Interviews) 9:00 PM - WORK SESSION (L&P Rates) COMMUNITY AUDITORIUM	28	29 Municipal Court	30			
Dec-16						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Groundbreaking Jesse Quinn EDC Noon	2 FGS&CC 1st Friday	3 Light Parade Habitat Humanity City Club Artisan
4 Planning Comm 7pm	5	6 CCI 5:30pm	7 Municipal Court Employee Holiday Luncheon L&P Age Friendly WC - 2pm FGS&CC ODF Riparian Rule Open House 4:30 pm - Comm Aud	8 PAC 5pm	9	10
11	12 CITY COUNCIL 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM	13 Red Cross Blood Drive 1pm - 6pm - Comm Aud Library 6:30pm	14 Chehalem Ridge - 6pm Comm Aud	15 Sustainability - Moved from 12/22 Food Film 7:30pm	16	17
18 Chamber Luncheon FGS&CC Bd Mtg 6:30pm Planning Comm 7pm	19	20 Fernhill Wetlands 5:30pm HLB 7:15pm - Moved from 12/27	21 Municipal Court P&R 7am CFC 5:15pm CAO 5pm CWAC 5:30pm	22 Sustainability 6pm - moved 12/15	23	24
25 NO CITY COUNCIL MEETING CITY OFFICES CLOSED HOLIDAY	26	27 HLB 7:15pm - Moved to 12/20	28 PSAC 7:30am	29	30	31
Jan-17						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 CITY OFFICES CLOSED HOLIDAY	2	3 CCI 5:30pm Planning Comm 7pm	4	5 EDC Noon	6 FGS&CC 1st Friday	7 Council Retreat 8:30 AM Location TBA
8	9 CITY COUNCIL 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM	10 Red Cross Blood Drive 1pm - 6pm - Comm Aud Library 6:30pm	11 Municipal Court	12 PAC 5pm	13	14
15	16 CITY OFFICES CLOSED HOLIDAY	17 Fernhill Wetlands 5:30pm Planning Comm 7pm	18 P&R 7am CFC 5:15pm CAO 5pm CWAC 5:30pm	19 B&C Annual Recognition TBA Food Film 7:30pm	20	21
22	23 CITY COUNCIL 7:00 PM - REGULAR MEETING COMMUNITY AUDITORIUM Chamber Luncheon	24 HLB 7:15pm	25 Municipal Court PSAC 7:30am	26 Sustainability 6pm	27	28 Annual Town Mtg 9am - Comm Aud
29	30	31				

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CITY COUNCIL MEETING AGENDA

MONDAY, NOVEMBER 28, 2016

- 5:15 PM – Council Swearing-In & Recognition Ceremony**
- 6:00 PM – Executive Sessions (Labor & Litigation)**
- 6:45 PM – City Council TVCTV Holiday Greeting**
- 7:00 PM – City Council Regular Meeting**
- 8:30 PM – City Council Work Session (B&C Interviews)**
- 9:00 PM – City Council Work Session (L&P Rates)**

**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
Timothy A. Rippe
Ronald C. Thompson

Elena Uhing
Matthew J. Vandehey
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, aruggles@forestgrove-or.gov, 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, aruggles@forestgrove-or.gov, 503-992-3235, at least 48 hours prior to the meeting.

5:15 CITY COUNCIL SWEARING-IN AND RECOGNITION CEREMONY
The public is invited to attend the City Council Swearing-In and Recognition Ceremony in the Community Auditorium, 1915 Main Street, from 5:15 pm to 6:00 pm.

Jesse VanderZanden, City Manager

6:00

EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC.

Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No Executive Session may be held for the purpose of taking final action or making any final decision.

The City Council will convene in the Community Auditorium – Conference Room to hold the following executive session(s):

Brenda Camilli, Human Resources Manager
Jesse VanderZanden, City Manager

In accordance with ORS 192.660(2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

Brenda Camilli, Human Resources Manager
Jesse VanderZanden, City Manager

In accordance with ORS 192.660(2)(h) to discuss Council's legal rights and duties with regard to current litigation or litigation likely to be filed.

Peter Truax, Mayor **6:45 CITY COUNCIL HOLIDAY GREETING**
The City Council will convene in the Community Auditorium; TVCTV will record Forest Grove's City Council Holiday Greeting.

7:00

1. **REGULAR MEETING:** Roll Call and Pledge of Allegiance
2. **CITIZEN COMMUNICATIONS:** Anyone wishing to speak to Council on an item not on the agenda may be heard at this time. *Please sign-in before the meeting on the Citizen Communications form posted in the foyer.* In the interest of time, please limit comments to two minutes. Thank you.
3. **CONSENT AGENDA:** See Page 4
4. **ADDITIONS/DELETIONS:**
5. **PRESENTATIONS:**

(PowerPoint Presentation)

7:10

5. A. • *Metro Quarterly Exchange Update, Kathryn Harrington, Metro Councilor District 4*

(PowerPoint Presentation)
Jeff King, Economic Development Manager
Paul Downey, Administrative Services Director

7:30

5. B. • *Forest Grove Senior and Community Center Community Development Block Grant (CDBG) Project Update*

(PowerPoint Presentation)
Jon Holan, Community Development Director

7:45

5. C. • *Marijuana Sales Tax Collection*

Brenda Camilli, Human Resources Manager Jesse VanderZanden, City Manager	7:55	6. <u>RESOLUTION NO. 2016-66 AUTHORIZING CITY MANAGER TO EXECUTE A LABOR AGREEMENT BETWEEN CITY OF FOREST GROVE AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), LOCAL UNION NO. 125, EFFECTIVE JULY 1, 2016 AND EXPIRING JUNE 30, 2020</u>
City Councilors	8:05	7. <u>CITY COUNCIL COMMUNICATIONS:</u>
Jesse VanderZanden, City Manager	8:15	8. <u>CITY MANAGER'S REPORT:</u>
Peter Truax, Mayor	8:20	9. <u>MAYOR'S REPORT:</u>
	<u>8:25</u>	10. <u>CITY COUNCIL REGULAR MEETING ADJOURNMENT:</u>

Anna Ruggles, City Recorder Jesse VanderZanden, City Manager	<u>8:30</u>	11. <u>WORK SESSION: BOARDS, COMMITTEES AND COMMISSIONS (B&C) ANNUAL 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).
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(PowerPoint Presentation) Paul Downey, Administrative Services Director George Cress, Light and Power Director Jesse VanderZanden, City Manager	<u>9:00</u>	12. <u>WORK SESSION: LIGHT AND POWER RATE INCREASE</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).
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- 3. CONSENT AGENDA:** Items under the Consent Agenda are considered routine and will be adopted with a single motion, without separate discussion. Council members who wish to remove an item from the Consent Agenda may do so prior to the motion to approve the item(s). Any item(s) removed from the Consent Agenda will be discussed and acted upon following the approval of the remaining Consent Agenda item(s).
- A. Approve City Council Regular Meeting Minutes of November 14, 2016.
 - B. Accept Library Commission Meeting Minutes of September 20, 2016.
 - C. Accept Resignation on Public Safety Advisory Commission (Timothy Rippe, At-large, Term Expiring December 31, 2017).
 - D. Endorse Change of Ownership Liquor License Application (Full On-Premises Sales) for Yellow Llama, 2036 Main Street, Suite B (Applicant: Sabores, Kellie Lemings).

The public is cordially invited to attend

Forest Grove City Council Swearing-In Ceremony

Monday, November 28, 2016

5:15 pm ~ 6:00 pm

Community Auditorium, 1915 Main Street

Refreshments following the ceremony

Oaths of Office will be administered

by Anna D. Ruggles, CMC, City Recorder

To Incumbent:

City Councilor Elena Uhing

2004-2016, 2016-2020 Reelected Four-Year Term

To Newly-Elected:

City Councilor Matthew J. Vandehy

2016-2020 Elected Four-Year Term

City Councilor Timothy A. Rippe

2016-2020 Elected Four-Year Term

*In Special Recognition of Distinguished Service to the
City of Forest Grove and Citizens of Forest Grove:*

City Councilor Victoria J. Lowe

2001-2002 and 2004-2016

City Councilor Richard G. Kidd III

1988-1992, 1995-1998 and 2012-2016

Mayor 1993-1994 and 1998-2009

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<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	_____
MEETING DATE:	_____
FINAL ACTION:	_____

CITY COUNCIL MEMORANDUM

TVCTV HOLIDAY GREETING

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

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

DATE: *November 28, 2016*

SUBJECT: *TVCTV City Council Holiday Greeting TV Taping*

TVCTV HOLIDAY GREETING TIPS

- Stand in front of Council dais shoulder to shoulder
- Everyone look at specific camera
- Hold smile and gaze into camera for a few seconds following message
- Record a few takes
- Holiday attire and holiday spirit encouraged!
- If one person is speaking, others continue to smile
- If necessary prepare cue cards ahead of time

Examples:

Mayor: *"The **Forest Grove City Council** would like to wish everyone"...*

Everyone: *"A safe and happy new year"*

Everyone: *"Happy Holidays from the **Forest Grove City Council**"*

Everyone: *"Season's Greetings from the **Forest Grove City Council**"*

Everyone: *"Happy Holidays"*

Everyone: *"Have a safe and happy holiday season"*

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Minutes are unofficial until approved by Council.

1. CALLED TO ORDER AND ROLL CALL:

Mayor Peter Truax called the regular City Council meeting to order at 7:05 p.m. and led the Pledge of Allegiance.

ROLL CALL: COUNCIL PRESENT: Thomas Johnston, Council President; Richard Kidd; Ronald Thompson; Malynda Wenzl; and Mayor Peter Truax.

COUNCIL ABSENT: Victoria Lowe and Elena Uhing, excused.

STAFF PRESENT: Jesse VanderZanden, City Manager; Paul Downey, Administrative Services Director; Tom Gamble, Parks and Recreation Director; Jon Holan, Community Development Director; Dan Riordan, Senior Planner; Jeff King, Economic Development Manager; Rob Foster, Public Works Director (in the audience); Michael Kinkade, Fire Chief (in the audience); and Anna Ruggles, City Recorder.

1. A. FIRE DEPARTMENT SWEARING-IN CEREMONY:

The above-noted item was removed from agenda.

2. CITIZEN COMMUNICATIONS: None.

3. CONSENT AGENDA:

Items under the Consent Agenda are considered routine and are 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 Work Session (Transient Lodging Tax) Meeting Minutes of October 10, 2016.
- B. Approve City Council Work Session (B&C Interviews) Meeting Minutes of October 24, 2016.
- C. Approve City Council Regular Meeting Minutes of October 24, 2016.
- D. Accept Economic Development Commission Meeting Minutes of October 6, 2016.
- E. Accept Historic Landmarks Board Meeting Minutes of September 27, 2016.
- F. Accept Public Safety Advisory Commission Meeting Minutes of September 28, 2016.

- G. Community Development Department Monthly Building Activity Informational Report for October 2016.
- H. **RESOLUTION NO. 2016-60 MAKING APPOINTMENT TO PUBLIC ARTS COMMISSION (PAC) (APPOINTING MICHAEL GOETZKE, TERM EXPIRING DECEMBER 31, 2017).**
- I. **RESOLUTION NO. 2016-61 MAKING APPOINTMENT TO PUBLIC SAFETY ADVISORY COMMISSION (PSAC) (APPOINTING JAYNE CRAVENS, AT-LARGE, TERM EXPIRING DECEMBER 31, 2017).**

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

4. **ADDITIONS/DELETIONS:** Refer to Item 4. A.

4. A. **RESOLUTION NO. 2016-65 DECLARING CERTAIN PROPERTY AS SURPLUS**
Staff Report:

Mayor Truax presented the above-proposed resolution requesting that the nameplates of Councilors Richard Kidd and Victoria Lowe be declared surplus and be given to them as their terms on the Council expires November 2016. In addition, Mayor Truax included the professional photographs and brass nameplates of the Councilors.

VanderZanden read Resolution No. 2016-65 by title.

MOTION: Council President Johnston moved, seconded by Councilor Wenzl, to adopt Resolution No. 2016-65 Declaring Certain Property as Surplus as amended.

VOICE VOTE: **AYES:** Councilors Johnston, Thompson, Wenzl, and Mayor Truax. **ABSTAINED:** Councilor Kidd. **ABSENT:** Councilors Lowe and Uhing.
MOTION CARRIED 4-0.

Mayor Truax and Councilmembers highly commended Councilors Kidd and Lowe for their many significant achievements during their terms on the Council, noting Kidd was elected to the Council in 2012 and was Forest Grove's Mayor from 1993-2009 and Lowe was elected to the Council in 2004.

5. **PRESENTATIONS:**

5. A. **Old Town Loop Trail Project Update**

Gamble presented a PowerPoint presentation highlighting photographs of the Old Town Loop Trail Project, noting the connected trail segments form the "Old Town

Loop" north of Highway 47 between Birch Street and B Street and connects to Birch Street through 14th Street right-of-way and Saucy Property. In conclusion of the above-noted presentation, Gamble reported funding for the project was attained through two grants; Metro Nature in Neighborhood 2014 Grant Program and Oregon State Parks Local Government Grant Program, which is funded by lottery dollars.

6. **SECOND READING OF ORDINANCE NO. 2016-17 ADOPTING THE 2016 PARKS, RECREATION AND OPEN SPACE MASTER PLAN AS AN IMPLEMENTING DOCUMENT TO THE FOREST GROVE COMPREHENSIVE PLAN; FILE NO. 311-16-000180-PLNG**

The first reading of Ordinance No. 2016-17 by title occurred at the Council meeting of October 24, 2016.

Staff Report:

Gamble presented the above-proposed ordinance for second reading, noting staff had nothing further to report.

Public Hearing Continued:

Mayor Truax continued the Public Hearing from the meeting of October 24, 2016, and explained hearing procedures.

Written Testimony Received:

No written testimony was received prior to the published deadline of October 24, 2016, 7:00 p.m.

Proponents:

Darren Hodgins, Forest Grove, testified in support of adopting the Master Plan.

No one else testified and no written comments were received.

Opponents:

No one testified and no written comments were received.

Others:

No one testified and no written comments were received.

Public Hearing Closed:

Mayor Truax closed the Public Hearing.

Council Discussion:

Hearing no questions from the Council, Mayor Truax asked for a roll call vote on the motion made at the meeting of October 24, 2016.

VanderZanden read Ordinance No. 2016-17 by title for second reading.

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

7. **RESOLUTION NO. 2016-62 ESTABLISHING A TEMPORARY TRANSIENT LODGING TAX AD-HOC ADVISORY GROUP AND APPROVING THE PROJECT SCOPE OF WORK**

Staff Report:

King presented the above-proposed resolution requesting to establish a temporary Transient Lodging Tax (TLT) Ad-hoc Advisory Group and approving project scope of work, noting the resolution addresses Council Goal Objective 3.24 to enhance tourism by establishing a public-private working (advisory) group and collaborating with the Chamber of Commerce. King presented a PowerPoint presentation recapping Council work sessions held on October 10 and October 24, 2016, noting Council was briefed on Washington County's TLT ordinance and discussed consideration of a local TLT to support tourism in Forest Grove, including an overview of the City's preliminary project scope of work. King reported at the Council work sessions, staff proposed establishing an advisory group to guide the City's work program as follows:

- 3 Hotel/Lodging
- 2 Chamber of Commerce, including 1 from downtown
- 1 Local Dependent Restaurant
- 1 Local Winery
- 1 Combination Wine Store/Restaurant
- 2 Outdoor Recreation, including 1 bicycling representative
- 1 Arts & Culture
- 1 Tourism At-Large
- 1 Washington County Visitors Association Member

In conclusion of the above-noted staff report, King advised staff is recommending Council approve the proposed resolution establishing the advisory group, noting the group will be tasked with determining if implementing a TLT may enhance tourism in Forest Grove and make recommendations no later than March 31, 2017.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2016-62.

VanderZanden read Resolution No. 2016-62 by title.

MOTION: Councilor Kidd moved, seconded by Council President Johnston, to approve Resolution No. 2016-62 Establishing a Temporary Transient Lodging Tax Ad-Hoc Advisory Group and Approving the Project Scope of Work.

Council Discussion:

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

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

8. **RESOLUTION NO. 2016-63 ESTABLISHING TEMPORARY COMMUNITY ADVISORY AND TECHNICAL ADVISORY COMMITTEES FOR AFFORDABLE HOUSING AND APPROVING THE PROJECT SCOPE OF WORK**

Staff Report:

Riordan and Holan presented the above-proposed resolution requesting to establish temporary Community Advisory and Technical Advisory Committees for affordable housing and approve the project scope of work, noting the resolution addresses Council Goal Objective 3.18 to address affordable housing needs in Forest Grove. Riordan and Holan presented a PowerPoint presentation recapping Council work sessions held on August 8 and September 12, 2016, noting Council was briefed on Senate Bill 1533 and discussed possible approaches for addressing affordable housing, including an overview of the City's preliminary project scope of work. Riordan reported at the Council work sessions, staff proposed establishing two advisory committees to guide the City's work program as follows:

- 1) Community Advisory Committee (CAC) will include representation from the following organizations:
 - Interfaith Committee on Homelessness
 - Washington County Housing Advisory Committee
 - Habitat for Humanity
 - Fair Housing Council of Oregon
 - Adelante Mujeres
 - Bienestar
 - Casa of Oregon
 - Ride Connection
 - Pacific University
 - Home Builders Association
 - Planning Commission
 - Sustainability Commission

- Economic Development Commission
- Public Safety Advisory Commission
- Forest Grove United Church of Christ
- Vision Action Network

2) Technical Advisory Committee (TAC) will include representation from the following organizations:

- Washington County Housing Services
- Washington County Community Development
- Washington County Land Use and Transportation
- Community Housing Fund
- HUD Portland Field Office
- USDA Rural Development Office
- Metro
- Network for Affordable Housing
- PNC Multifamily Capital
- City of Cornelius

In conclusion of the above-noted staff report, Riordan and Holan advised staff is recommending Council approve the proposed resolution establishing the two advisory committees, noting the committees will be tasked with identifying affordable housing needs in Forest Grove and make recommendations no later than November 15, 2017.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2016-63.

VanderZanden read Resolution No. 2016-63 by title.

MOTION: Councilor Kidd moved, seconded by Councilor Thompson, to approve Resolution No. 2016-63 Establishing Temporary Community Advisory and Technical Advisory Committees for Affordable Housing and Approving the Project Scope of Work.

Council Discussion:

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

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

9. **RESOLUTION NO. 2016-64 AUTHORIZING CITY MANAGER TO EFFECT A NEW**

LOAN FROM THE CITY OF FOREST GROVE TO THE URBAN RENEWAL AGENCY OF THE CITY OF FOREST GROVE IN THE AMOUNT OF NINE HUNDRED SIXTY TWO THOUSAND FIVE HUNDRED SIXTY ONE DOLLARS (\$962,561.00) FOR A TOTAL PRINCIPAL LOAN FROM CITY TO AGENCY OF TWO MILLION SIXTY TWO THOUSAND FIVE HUNDRED SIXTY ONE DOLLARS (\$2,062,561.00) (TOTAL LOAN); APPROVING A PROMISSORY NOTE FROM THE AGENCY IN FAVOR OF THE CITY OF FOREST GROVE FOR SAID TOTAL LOAN

Staff Report:

Downey presented the above-proposed resolution requesting to authorize the City to effect a principal loan of \$962,561 to the Urban Renewal Agency (URA) to cover certain contractual obligations the URA has to Jesse Quinn, LLC, relative to redevelopment of the former Times Litho site so that there is a total principal loan of \$2,062,561 and to accept a promissory note from the Agency. Downey reported the Disposition and Development Agreement with Tokola Properties (now Jesse Quinn, LLC) stated the URA and City agreed to do the following: 1) sell the property to Tokola Properties for \$10; 2) waive up to \$72,563 in building permits and planning fees; and 3) pay up to \$962,561 in system development charges (SDC) and public improvements. Downey reported the property sale is ready to complete and building permits are ready to issue, noting the URA needs to pay the SDCs when building permits are issued so the City needs to loan the URA the \$962,561 as previously approved. Downey advised the City would loan the funds from the Capital Project Funds for a 10-year period, which is the maximum period allowed by statute, noting loan repayment has been reflected in the projected cash flow for the URA and the promissory note contains the repayment schedule. In conclusion of the above-noted staff report, Downey advised staff is recommending Council approve the proposed resolution loaning the funds as outlined in Exhibit A, noting Fiscal Year 2016-17 adopted budgets for the City and URA reflect the loan being made to the URA and the URA repaying the loan over the next 10 years.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2016-64.

VanderZanden read Resolution No. 2016-64 by title.

MOTION: Councilor Kidd moved, seconded by Councilor Thompson, to approve Resolution No. 2016-64 Authorizing City Manager to Effect a New Loan from the City of Forest Grove to the Urban Renewal Agency of the City of Forest Grove in the Amount of Nine Hundred Sixty Two Thousand Five Hundred Sixty One Dollars (\$962,561.00) for a Total Principal Loan from City to Agency of Two Million Sixty Two Thousand Five Hundred Sixty One Dollars (\$2,062,561.00) (Total Loan); Approving a Promissory Note from the Agency in favor of the City of Forest Grove for said Total Loan.

Council Discussion:

Kidd spoke about the creation of the URA and being very proud to vote in favor, noting this is giving people an opportunity to improve our community.

Council President Johnston spoke about purchasing the Times Litho site and gave examples of other actions taken by previous elected officials, i.e., watershed, noting he was not on board but he has since come to recognize the long-term benefit of the property.

Thompson spoke about the creation of the URA, noting he sees this as an opportunity for businesses and jobs in the downtown area and providing more funding to hopefully address affordable housing in the future.

Mayor Truax spoke about purchasing the Times Litho site and creation of the URA, noting this is a starting point for not only development but also downtown investment, affordable housing and inventory.

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

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

10. CITY COUNCIL COMMUNICATIONS:

Council President Johnston reported on matters of interest and upcoming meetings he was planning to attend.

Kidd reported on Public Arts Commission and other matters of interest. In addition, Kidd spoke fondly of his tenure on Council and commended newly elected officials.

Lowe was absent.

Thompson reported on matters of interest and upcoming meetings he was planning to attend.

Uhing was absent.

Wenzl reported on Committee for Citizen Involvement meeting, noting Kathryn Harrington, Metro Councilor, gave an overview. Wenzl reported on Library Commission meeting, noting the Commission is reviewing policies pertaining to displays and conduct/behavior relating to exclusion. In addition, Wenzl reported on

upcoming meetings she was planning to attend.

11. CITY MANAGER'S REPORT:

VanderZanden reported on upcoming meetings and events as noted in the Council calendar and City Manager's Report. VanderZanden noted City Hall is closed November 24 and 25, 2016. VanderZanden recapped results of the General Election held on November 8, 2016, noting the City's Ballot Measure 34-219, authorizing tax on recreational retail sales of marijuana items, passed, noting staff will be providing an update at the next Council meeting. VanderZanden invited everyone to attend the Council Swearing-In Ceremony and Recognition on Monday, November 28, 2016, 5:15 pm in the Community Auditorium. In addition, VanderZanden referenced the City Manager's Report, which was emailed to Council in advance and outlined various upcoming Council-related meetings; upcoming Council-related agenda; updates on department-related activities and projects, including Administrative Services, Parks and Aquatics, Police, Library, Light and Power, Economic Development, Community Development, and Engineering and Public Works; and other upcoming citywide calendar events.

12. MAYOR'S REPORT:

Mayor Truax announced dates of various upcoming activities, events and meetings as noted in the Council Calendar. Mayor Truax commended Kidd and Lowe for their tenure on the Council, noting this will be their last official Council meeting, as their terms expire on November 28, 2016. In addition, Mayor Truax reported on the Nyuzen Student Delegation visit, various local, regional, Metro, and Washington County-related matters of interest, meetings he attended, upcoming community-related events and upcoming meetings he was planning to attend.

13. ADJOURNMENT:

Mayor Truax adjourned the regular meeting at 8:20 p.m.

Respectfully submitted,

Anna D. Ruggles, CMC, City Recorder

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APPROVED

FOREST GROVE LIBRARY COMMISSION
MEETING DATE – 6:30PM TUES SEP 20, 2016
ROGERS CONFERENCE ROOM
PAGE 1

Library Commission approved minutes as presented on date Nov 10, 2016.

1. CALLED TO ORDER AND ROLL CALL:

Pamela Bailey, Chair, called the meeting of the Library Commission to order at 6:30PM on Tuesday Sep 20, 2016.

Members Present: Pamela Bailey, Chair; Doug Martin; Jon Youngberg, Secretary; Mitchell Faris, Student;

Members Absent: Elizabeth Beechwood; Kathleen Poulsen, Vice-Chair; Nickie Augustine;

Staff: Colleen Winters, Library Director

Council Liaison: Malynda Wenzl

Others: Tim Rippe

2. ADDITIONS/DELETIONS: None.

3. APPROVE LIBRARY COMMISSION MEETING MINUTES OF (Aug 16, 2016):

MOTION: Doug moved, seconded by Jon, to approve the Aug 16, 2016 minutes as presented. **MOTION CARRIED** by all.

4. CITIZEN COMMUNICATIONS: None.

5. INFORMATIONAL ITEMS:

5a. FOUNDATION REPORT: Colleen Winters shared comments about the activities of the Library Foundation of Forest Grove:

a) The Foundation Board met recently.

b) The annual "Friends & Family Night" fundraiser dinner at McMenamin's Grand Lodge was held Tuesday Sept 13, 2016. 50% of proceeds were donated for all outside dining after 5pm. The fundraiser dinner raised \$1637, despite good weather and nice music. This was down from the more normal \$2200 raised.

c) An Oct 12 reception at A Framer's Touch (now AFT) will be held, charity chosen for Oct talk and fundraiser is the Library Foundation. Someone from the Library Foundation will present.

d) See the Library Foundation of Forest Grove's web site (www.fglf.org).

**FOREST GROVE LIBRARY COMMISSION
MEETING DATE – 6:30PM TUES SEP 20, 2016
ROGERS CONFERENCE ROOM
PAGE 2**

5b. FRIENDS REPORT: Colleen Winters shared comments about the activities of the Friends of the Forest Grove Library:

- a) The Friends Board met last week, the first meeting since taking the summer off. Susan Munger has resigned from the Friends Board.
- b) The “Friends Cultural Series” will continue, and will continue to be paid for by the Friends, but they were not able to recruit new people to be in charge of scheduling and running the events, starting this Fall. So, Colleen and Jim J. have taken this on. Oct, Nov, and Dec 2016 events have been scheduled so far.
- c) Jim J. attended the Friends Board meeting and discussed programming at the library, which includes the Friends Cultural Series. He will present to us about the Friends Cultural Series plans at a future Library Commission meeting.
- d) The next used book sale in the Rogers Room is scheduled for Oct 24-29, 2016, with set up for the sale to occur the previous week. Volunteers are needed for the set up days, as well as during the sale.
- e) The Friends web site is at: fglibraryfriends.org.

5c. COUNCIL LIAISON REPORT: Malynda Wenzl shared comments about the recent activities of the Forest Grove City Council:

- a) Some effort beginning on issue of Affordable Housing, to make sure that some affordable housing is available. Policy to be set next year.
- b) Joint work session with Parks & Recreation. Drafting new master plan, with various ideas. Maintain current parks, vs. developing new.
- c) Three City Council positions are open for election this Fall.

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

- a) **40th Anniversary of WCCLS** will be celebrated this Fall. Materials will be available in the library. Mon Sep 12 City Council presented proclamation to Mike Smith at 7pm. Birthday cake will be served at Cultural Program at library Oct 4. 40th Anniversary Library cards will be available. Passport contest begins – take to member libraries to have them stamped.
- b) **Cornelius’s Library** Director issued a challenge to other libraries for a “**Trivia Night**” Thurs Aug 25th at Tabb’s restaurant in Cornelius. This was a fundraiser for the Cornelius Library. The Forest Grove team won against 2 teams from Cornelius. Other libraries might send a team to any similar future fun events.
- c) **Summer Reading Program** final numbers. Sign-ups: Children = 755, Teens = 223. Completion: Children = 405 (53%), Teens = 104 (46%), to get a free book, usual is 53%. Kids read 13,855 books. Super Summer Celebration = 150 kids and adults with face-painting, W.E.C.A.R.E. Sports. Adult Summer Party: 18 adults, Literary Trivia, Book Jacket Trivia with prizes & food. Program attendance: 763 children and 376 adults.

d) Library Personnel updates: (1) Casey L. has been hired as the Youth Services Librarian, moving from North Carolina, will start Sept 26. (2) Jim J. has been hired as an Adult Services Librarian. Jim had been an “on-call” since Jan 2016. (3) Joan V. has been promoted to Library Associate. Joan replaces Kate H. who left in March. (4) Jessica F has been hired to replace Elizabeth C. Jessica also works at the Cornelius library. Elizabeth C. moved with her family to North Carolina. (5) Sherri R. has resigned to become a full-time mom. (6) Linda M. has returned as an on-call, working about 6 hours each week. (7) Recruitments still in progress: Adult Services Librarian (two positions), Library Assistant (two positions), and a Library Associate (new position approved in budget) who will also be the Volunteer Coordinator for the library.

6. DISCUSSION OF ITEMS:

a) Library Commission vacancy. We should think about encouraging possible replacements who might want to be on the commission. Nearing end of the year, when the City Council chooses new board and commission members.

b) Survey on preferred Additional Library Open Hours scheduled. Colleen said that the survey could go out with the utility bill, but not before Jan 2017. So that maybe an in-person survey to be held in the library some of the library’s open hours during the week of Oct 3rd – 8th, 2016 might be a good idea in the meantime. This would sharpen the actual survey wording, and get some results, before the next phase of the survey is held (in the utility bill, or online in some way and pointed at by a description in the utility bill, etc. all TBD later) with better and tested survey wording ready to go.

c) Library’s West Wing Entrance study information. Doug presented current thinking and results from the sub-committee focused on this question. Colleen will ask for comments from library staff.

Primary Issues with area (having west doors open): Children’s librarian at desk does not have good view of west entrance area. There is a blind corner at the entry, allowing entrance thru the west entrance doors and going to the restroom area unobserved.

Suggested plan: Initially, limit the hours the west entrance doors are open. Have a small reception desk in the entry area, staff with a volunteer when the west entrance doors are open. Change the working of one door handle, access to restroom area from entry area.

Discussion comments: Having these doors open will make the library more inviting. Lighting concerns in outside entry, alley, and parking areas. Services for

the entry area, such as a bike rack. What is the future of the nearby Police Station building? What is the future of the Rain Garden, proposed landscaping changes just outside the west entrance? This could be phased in? Could help make Rogers Room more desirable for extra general library seating outside program event hours. Could the Rogers Room be made available outside library open hours, with the upgrade to the western entrance? What about a self-serve coffee shop (or some option), in the west entrance area?

d) “Alternative Collections & Programs” or “Library of Things” ideas.

Colleen suggested that we should each study this subject (there is lots of material “out there” to read), and be ready for a future discussion at a later commission meeting.

The commission might go on a field trip to the main Hillsboro library (on Brookwood) as a group to find out about their efforts, i.e. their current “Library of Things” program. What do they lend out? How “successful” is their program? What can we learn from their experiences?

Questions we might have on the field trip: What about missing parts and the cleaning of items returned, etc.? How is the program managed? What about costs? What about the storage area needed for the items? Which items are popular? How are the items checked out, reserved, and returned?

7. ANNOUNCEMENT OF NEXT MEETING:

The next Library Commission meeting will be held on Tues October 18th, 2016 at 6:30PM in the Rogers Room of the Forest Grove City Library.

8. ADJOURNMENT:

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

Minutes respectfully submitted by:

Jon Youngberg, Library Commission Secretary



A place where families and businesses thrive.

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>30</u>
MEETING DATE:	_____
FINAL ACTION:	_____

CITY COUNCIL MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

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

DATE: *November 28, 2016*

SUBJECT: *Accept Resignation on Public Safety Advisory Commission*

Timothy Rippe, At-large, Public Safety Advisory Commission, Term Expiring December 31, 2017, has submitted a letter of resignation as a member of the Public Safety Advisory Commission as per attached letter of registration.

STAFF RECOMMENDATION:

Staff is recommending the City Council accept the above-noted resignation and deem the seat vacant, term expiring December 31, 2017.

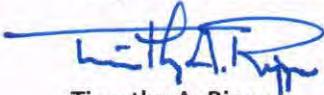
November 14, 2016

To: The City of Forest Grove City Council

Subject: Letter of Resignation as member of the Forest Grove Public Safety Advisory Commission.

In light of my election to the Forest Grove City Council, I hereby tender my resignation from the Forest Grove Public Safety Advisory Commission effective November 27, 2016.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Timothy A. Rippe", with a stylized flourish extending to the left.

Timothy A. Rippe
Counselor-elect

cc: Drue Garrison, Acting Chair, Forest Grove Public Safety Advisory Commission
Anna Ruggles, City Recorder

CITY RECORDER USE ONLY:

AGENDA ITEM #: 3D

FINAL ACTION: _____

LIQUOR LICENSE RECOMMENDATION

BUSINESS NAME / INDIVIDUAL: Yellow Llama (Sabores, LLC., Kellie Lemings)

BUSINESS LOCATION ADDRESS: 2036 Main Street, Suite B

LIQUOR LICENSE TYPE: Full On-Premises Sales

CITY BUSINESS LICENSE: BL- pending

TYPE OF LICENSE REQUESTED:
Liquor License Application is for the following:

<p>1. LICENSE TYPE:</p> <p><input checked="" type="checkbox"/> F-COM – Full On-Premises Sales, Commercial</p> <p><input type="checkbox"/> F-CAT – Full On-Premises Sales, Caterer</p> <p><input type="checkbox"/> F-FPC/F-CLU – Full On-Premises Private Club</p> <p><input type="checkbox"/> F-PL – Full On-Premises Public Location</p> <p><input type="checkbox"/> TSL – Temporary Sales License</p> <p><input type="checkbox"/> Other _____</p>	<p><input type="checkbox"/> L – Limited On-Premises</p> <p><input type="checkbox"/> O – Off-Premises Sales</p> <p><input type="checkbox"/> BP – Brewery Public House</p> <p><input type="checkbox"/> SEW – Special Event Winery</p> <p><input type="checkbox"/> SEG – Special Event Grower</p> <p><input type="checkbox"/> SED – Special Event Distillery</p>	<p>2. LICENSE FEE:</p> <p><input type="checkbox"/> New Application \$100</p> <p><input type="checkbox"/> Temporary \$35</p> <p><input checked="" type="checkbox"/> Change \$75</p> <p><input type="checkbox"/> Annual Renewal \$35</p> <p><input type="checkbox"/> Event \$22.60</p> <p><input type="checkbox"/> Other _____</p>
<p><input checked="" type="checkbox"/> FULL ON-PREMISES SALES: F-COM – Allows sale and service of distilled spirits, malt beverages, wine and cider for consumption on licensed premises and required to have dining seating. Allows sale of malt beverages, wine and cider in securely covered container (growler) for consumption off licensed premises. Also allows applying for temporary use of annual license for special events off-premises.</p>	<p><input type="checkbox"/> BREWERY - PUBLIC BP – Allows manufacturing malt beverages and to sell and distribute to patrons and wholesalers. Allows sale of malt beverages, wine and cider in securely covered container (growler) for consumption off licensed premises.</p>	<p><input type="checkbox"/> LIMITED ON-PREMISES SALES: L – Allows sale and service of malt beverages, wine and cider for consumption on licensed premises. Allows sale of malt beverages, wine and cider in securely covered container (growler) for consumption off licensed premises. Also allows applying for temporary use of annual license for special events off-premises.</p> <p><input type="checkbox"/> OFF-PREMISES SALES: O – Allows the sale of malt beverages, wine and cider in factory sealed containers for consumption off licensed premises. Also allows applying for sample tasting on premises.</p>

APPLICABLE CRIMINAL RECORDS CHECK:

NONE NO RECORD *WJ 00626* SUPPORTING DOCUMENTATION ATTACHED

RECOMMENDED ACTION:

FORWARD WITH APPROVAL REJECT APPLICATION (Memorandum Required)


J. F. Schutz, Chief of Police/Designee

11/16/2016
Date



OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

EH

Application is being made for:

LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
 - Commercial Establishment
 - Caterer
 - Passenger Carrier
 - Other Public Location
 - Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
 - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: _____

ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other CTN

LL 236048
P 54702

90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

CITY AND COUNTY USE ONLY

Date application received: _____

The City Council or County Commission:

(name of city or county)

recommends that this license be:

- Granted
- Denied

By: _____
(signature) (date)

Name: _____

Title: _____

OLCC USE ONLY

Application Rec'd by: _____

Date: 10-27-16

90-day authority: Yes No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Sabores LLC ③ _____

② _____ ④ _____

2. Trade Name (dba): Yellow Llama Suite B

3. Business Location: 2036 Main Street Forest Grove, OR 97116
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: 2036B Main St. Forest Grove, OR 97116
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 503-388-1100 N/A
(phone) (fax)

6. Is the business at this location currently licensed by OLCC? Yes No

7. If yes to whom: Sauce Enterprises LLC Type of License: Limited On-Premises Sales

8. Former Business Name: The Great Northwest Grill

9. Will you have a manager? Yes No Name: Kellie Lemings (owner)
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Forest Grove, OR

11. Contact person for this application: Kellie Lemings [Redacted]
(name) (address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 10-15-16 ③ _____
② _____ Date _____ ④ _____

RECEIVED

OCT 21 2016

Initials: [Signature] Date _____
PDF PAGE 28
Oregon Liquor Control Commission (rev. 08/2011)



OREGON LIQUOR CONTROL COMMISSION
BUSINESS INFORMATION

Please Print or Type Sabores LLC
Applicant Name: Kelle Lemings Phone: 630-488-1642
Trade Name (dba): Yellow Wama
Business Location Address: 2030 Main Street, Suite B
City: Forest Grove ZIP Code: 97114

DAYS AND HOURS OF OPERATION

Business Hours:
Sunday 11 to 10
Monday 11 to 10
Tuesday 11 to 10
Wednesday 11 to 10
Thursday 11 to 10
Friday 11 to 12
Saturday 11 to 12

Outdoor Area Hours:
Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

The outdoor area is used for:
 Food service Hours: _____ to _____
 Alcohol service Hours: _____ to _____
 Enclosed, how _____
The exterior area is adequately viewed and/or supervised by Service Permittees.

(Investigator's Initials)

Seasonal Variations: Yes No If yes, explain: 2 tables outside when weather is nice

ENTERTAINMENT

Check all that apply:
 Live Music Karaoke
 Recorded Music Coin-operated Games
 DJ Music Video Lottery Machines
 Dancing Social Gaming
 Nude Entertainers Pool Tables
 Other: _____

DAYS & HOURS OF LIVE OR DJ MUSIC

N/A
Sunday _____ to _____
Monday _____ to _____
Tuesday _____ to _____
Wednesday _____ to _____
Thursday _____ to _____
Friday _____ to _____
Saturday _____ to _____

SEATING COUNT

Restaurant: 35 Outdoor: 5
Lounge: _____ Other (explain): _____
Banquet: _____ Total Seating: _____

OLCC USE ONLY
Investigator Verified Seating: ____ (Y) ____ (N)
Investigator Initials: _____
Date: _____

I understand if my answers are not true and complete, the OLCC may deny my license application.
Applicant Signature: _____ Date: 10-15-16



OREGON LIQUOR CONTROL COMMISSION
LIMITED LIABILITY COMPANY QUESTIONNAIRE

1255687-90

Please Print or Type

LLC Name: Sabores LLC Year Filed: 2016

Trade Name (dba): Yellow Hamal

Business Location Address: 2034 Main Street, Suite B

City: Forest Grove ZIP Code: 97114

List Members of LLC:

Percentage of Membership Interest:

1. <u>Wilson Urteaga</u> <small>(managing member)</small>	<u>50</u>
2. <u>Kellie Lemings</u> <small>(members)</small>	<u>50</u>
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

(Note: If any LLC member is another legal entity, that entity must also complete an LLC, Limited Partnership or Corporation Questionnaire. If the LLC has officers, please list them on a separate sheet of paper with their titles.)

Server Education Designee: Kellie Lemings DOB: 04-11-85

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Signature: [Redacted Signature] owner Date: 10-15-14
(name) (title)



Metro



District 4 Metro Update

Forest Grove City Council • Councilor Harrington • November 28

Overview

Parks and Natural Areas
Transportation
TOD investments
Housing
Equity
Urban Growth Management
Venues

Nature in Neighborhood grants

In October Metro awarded \$205,000 in grants to support community restoration projects.



Chehalem Ridge Nature Park

Metro is creating a plan to welcome visitors to one of greater Portland's natural treasures.



Transportation funding

We need to work together to urge the Legislature to help make it easier, quicker and safer to get around our growing region.



Regional Transportation Plan

Setting the course for getting greater Portland moving quickly, safely and efficiently for decades to come.



TOD Investments

Metro's TOD program has been busy investing in development in Washington County.

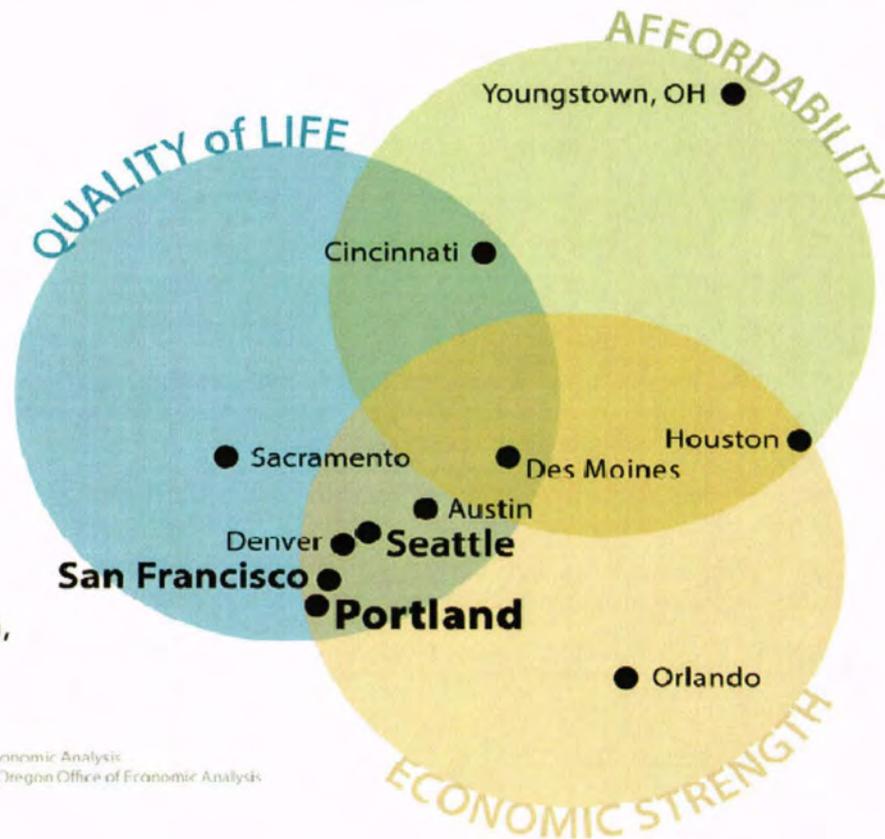


Regional Snapshot

The HOUSING TRILEMMA

Cities face challenges in balancing job growth, quality of life, and housing affordability.

Adapted from Dave Ahlous, Oregon Office of Economic Analysis
Data from BEA, BLS, Census, IHS Global Insight, Oregon Office of Economic Analysis



www.oregonmetro.gov/regional-snapshots

Equitable housing

In December, Metro Council will award Equitable Housing and Development Grants aimed at eliminating barriers to equitable housing in the region.



Equity in greater Portland

Metro is recognizing Indigenous Peoples Day, including a celebration this year at the Oregon Zoo.



Urban growth management

Working together to create more flexibility in our growth management system.



Fun at Metro Venues

Zoolights runs
November 25 to
January 1

Christmas Choir at
Keller Auditorium
November 25 to
December 4

America's largest
Christmas Bazaar at
Expo last weekend in
November and first
weekend in December

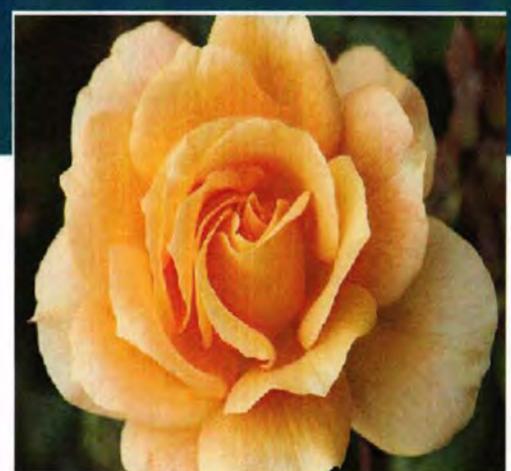




Hoyt Arboretum
Friends



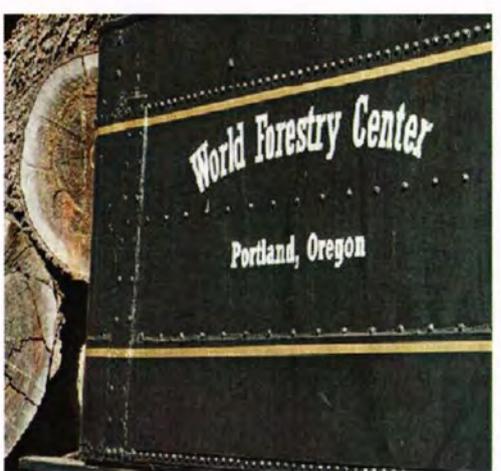
Portland Japanese
Garden



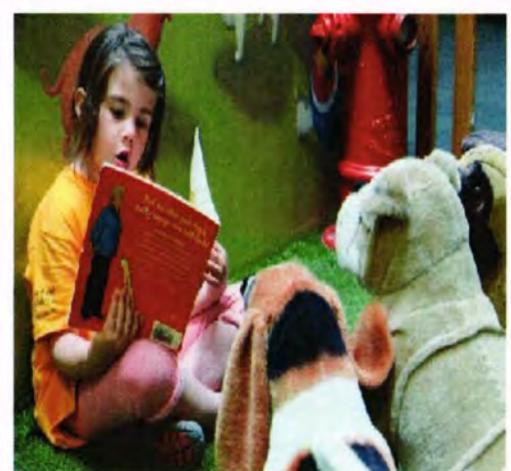
Rose
Garden



Oregon
Zoo



World Forestry
Center



Portland Children's
Museum

Your questions

Kathryn Harrington

Metro Councilor, District 4

503-797-1553

kathryn.harrington@oregonmetro.gov



www.oregonmetro.gov/connect



A place where families and businesses thrive.

CITY RECORDER USE ONLY:	
AGENDA ITEM #:	515
MEETING DATE:	
FINAL ACTION:	

CITY COUNCIL STAFF REPORT

TO: City Council

FROM: Jesse VanderZanden, City Manager
Paul Downey, Administrative Services Director
Jeffrey King, Economic Development Manager

MEETING DATE: November 28, 2016

PROJECT TEAM: Jeffrey King, Economic Development Manager; Paul Downey, Administrative Services Director

SUBJECT TITLE: Update of Senior and Community Center CDBG Grant Project

ACTION REQUESTED:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Order	<input type="checkbox"/> Resolution	<input type="checkbox"/> Motion	<input checked="" type="checkbox"/> Informational
--------------------------	------------------------------------	--------------------------------	-------------------------------------	---------------------------------	---

X all that apply

BACKGROUND:

This presentation is to update the City Council on the status and next steps for the Senior and Community Development Center grant project. Earlier this year, the City of Forest Grove was awarded a \$325,000 CDBG grant from the Washington County Office of Community Development for the 2016-2017 fiscal year. The grant funds are to be used to expand and upgrade the kitchen area including design, construction and purchase of new kitchen equipment. The improvements will enable the Senior Center to handle increased service demands for food service and events. In addition, much of the equipment is nearing the end of its useful life and the design of the existing kitchen is inefficient. Last, much of the floor, wall and surfaces are deteriorating, making it increasingly difficult to keep sanitary.

After completing a range of documents and forms, Washington County approved a Notice To Proceed allowing the City to move forward with the project. These projects generally take longer to administer due to compliance with Housing and Urban Development, Bureau of Labor and Industries, and Washington County Office of Community Development regulations, among others.

This Fall, staff released a request for proposals to complete the design portion of the project. Despite a wide outreach effort, including advertisements and direct solicitations, no bids were received. The feedback we received is that there is a shortage of architects (and contractors) due to the expanding economy in Oregon. Due to the shortage of architects, the Washington County Office of Community Development is allowing the City to work directly with architects in an effort to secure their services and design the project. After design is complete, in accordance with federal, state, and local requirements, the City will issue another Request for Proposals to construct.

STAFF RECOMMENDATION:

Informational only.

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CDBG Senior Center Grant: Kitchen Improvement Project

Presented by:

Jeff King, Economic Development Manager

November 28, 2016

A place where families and businesses thrive.

Purpose of Presentation

- To inform and update the City Council regarding the status and process for the Community Development Block Grant (CDBG) kitchen improvement project.

Senior Center CDBG Grant Overview

- City awarded a \$325,000 grant from Washington County Community Development Block Grant Program. Monies are provided by federal Housing and Urban Development (HUD) block grants.
- Funds are to be used to improve kitchen area
- Specific uses include:
 - Design: Senior Center Kitchen
 - Construction: Expansion and Upgrade
 - Purchase: Kitchen Equipment /Appliances

Senior Center CDBG Project-Status

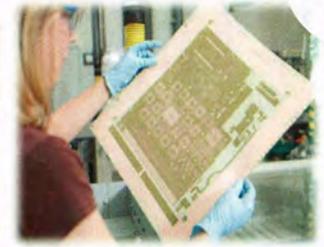
- Concept Floor Plan completed by Neil Kelly Architects
- Completed all documents required to proceed with project
- Received approval from Washington County Office of Community Development to release Request for Proposals (RFP) for design
- Did not receive any responses to RFP. According to CDBG officials there is a severe shortage of architects for small projects region- wide. Project(s) are being delayed as a result.

Senior Center CDBG Project-Next Steps

- CDBG officials are allowing municipalities to solicit architects directly without having to re-release another Request for Proposal.
- Staff is in contact with architects who had expressed interest initially but were unable to bid due to heavy work load.
- Interested architect(s) will be asked to apply. Applicants will be reviewed/interviewed by a selection panel consisting of City and Senior Center officials.
- CDBG officials have stated extensions will be granted if necessary to complete project.

Senior Center CDBG Project – Steps/Timeline

- 11/16 Seek designer/architect for Final Design Work
- 1-3/17 Interview designer/architect for Final Design Work
- 1-3/17 Start and complete design work including bid specifications and cost estimates for construction of kitchen
- 2-4/2017 Order and inventory portions of kitchen equipment
- 3-5/2017 Bid, award, and execute construction contract and purchase remaining kitchen equipment.
- TBD Commencement and staging of construction will be coordinated with Senior Center officials to minimize operational impact
- TBD Final inspections and punch list



Recreational Marijuana Sales Tax Collection Presentation

City Council Meeting

November 28, 2016

Jon Holan, Community Development Director

A place where families and businesses thrive.

Background

- Ordinance Number 2016-15 approved by Council to establish a 3% sales tax on recreational marijuana subject to Forest Grove voter approval
- Forest Grove voters approved a 3% sales tax by a 75% to 24% margin on November 8th , 2016
- Ordinance Number 2016-15 also directs the City Council to take actions necessary to implement the tax if approved by the voters
- The estimated annual amount of general fund revenue is between \$36,500 to \$40,500 taking into account value of marijuana and amount of sales to persons residing outside the city limits
- That next action is to implement a system to collect the tax;

Proposed Agreement Pertinent Provisions

- Most efficient way appears to have Department of Revenue (DOR) collect the tax. DOR already collecting the state's 17% sales tax and has a collection and enforcement program in place.
- Nearly all municipalities are looking to use DOR for collection.
- DOR withholds 4% of taxes collected. Estimated between \$1,460 and \$1,620 based on projected revenue. Net to City based on estimated revenue and fees is \$35,340 to \$39,340 the first year and \$35,740 to \$39,740 in subsequent years.
- DOR provides quarterly reports on amount of local taxes collected, any extraordinary costs, amount withheld and delinquent taxes from retailer(s). This is confidential information. They also provide an Annual Report of local taxes collected, refunds paid, expenses of administering and collecting taxes and any other pertinent information.
- City would need to enter into a Marijuana Tax Collection Agreement with DOR to provide service. The City would provide a list of retailers within its jurisdiction and perform all public relations, announcements and information regarding the tax.
- Information Exchange and Confidentiality Provisions.

Proposed Agreement Pertinent Provisions

- DOR Fees include:
 - Administrative Services Fee - \$260
 - Business Fee - \$500
 - Core Systems Replacement Fee (one time charge) - \$400
 - Estimated Total Fee - \$1,160 first year; \$760 after first year
 - Based on formula in agreement and current active licenses (46)
 - Administrative Fee would be reduced if more retail licenses approved statewide (353 more in the pipeline as of 11/4/16)
 - Additional fees:
 - If extraordinary services required;
 - Department determines costs cannot be covered by fees collected above;

Next Steps

- DOR agreement must be adopted by January 15, 2017
- Staff will submit proposed Agreement with DOR for Council consideration at December 12th meeting

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MARIJUANA TAX COLLECTION AGREEMENT

This Marijuana Tax Collection Agreement (“Agreement”) is entered into between the State of Oregon, acting by and through its Department of Revenue (the “Department”) and [insert City of /County of], (“[City/County]”), under the authority of ORS 305.620.

In consideration of the conditions and promises hereinafter contained, it is mutually agreed by the parties that the Department shall supervise and administer, according to the terms and conditions set forth in this Agreement, the Local Tax on sales of marijuana items by Marijuana Retailers authorized under ORS 475B.345 and approved by the voters of [City/County].

(1) Definitions. As used in this Agreement the following terms have the meanings ascribed to them:

(a) “Confidential Information” means the information on Local Tax returns administered pursuant to ORS 305.620, any information in the reports required under Sections 8 and 9 of this Agreement from which information about a particular Local Taxpayer is discernable from the report due to a small number of Local Taxpayers in [City/County] or similar factors, and any other information exchanged between the Department and [City/County] related to this Agreement, that is confidential under ORS 314.835.

(b) “Fees” means collectively the Administrative Services Fee, the Business Fee and the Core Systems Replacement Fee described in Section 5 of this Agreement.

(c) “Local Government” means a city or county that has entered into a form of this agreement with the Department under the authority of ORS 305.620 for the Department to collect Local Taxes authorized under ORS 475B.345.

(d) “Local Tax” or “Local Taxes” means the Marijuana Tax imposed by [City/County], together with any additional interest or penalties provided for by statute or the Department’s rules; it does not include any additional penalties or fees that [City/County] may assess against its Local Taxpayers.

(e) “Local Taxpayer” means a licensed Marijuana Retailer located in the taxing jurisdiction of [City/County].

(f) “Marijuana Retailer” has the meaning given in ORS 475B.015.

(g) “Marijuana Tax” means the tax imposed on sales of marijuana items by Marijuana Retailers pursuant to ORS 475B.345.

(h) “Marijuana Taxpayer” means a licensed Marijuana Retailer that is subject to the Marijuana Tax imposed by a Local Government.

(i) “Ordinance” means the ordinance adopted by the governing body of [City/County] and approved by the voters of [City/County] on [insert election date], a copy of which is attached hereto as Exhibit A and by this reference incorporated herein.

(2) **General Administration.** The Department shall be responsible for all aspects of Local Tax administration, including, but not limited to, adopting administrative rules; auditing returns; assessing deficiencies and collecting the Local Tax and penalties and interest under applicable statutes, including but not limited to ORS 305.265, ORS 305.220, and ORS 314.400; making refunds; holding conferences with Local Taxpayers; handling appeals to the Oregon Tax Court; issuing warrants for the collection of unpaid taxes; determining the minimum amount of Local Tax economically collectible; and taking any other action necessary to administer and collect the Local Taxes. The Department has adopted rules addressing the requirements for paying taxes with currency and other matters related to the taxation of marijuana under ORS chapter 475B. [City/County] understands and agrees that such rules will be applied to Local Taxpayers.

(3) **Level of Service.** In performing its duties, the Department may in its sole discretion determine what action shall be taken to enforce provisions of the law and to collect the Local Tax. In exercising its discretion, the Department shall provide a level of services that are comparable to the level of services it provides in the administration of the State of Oregon marijuana tax laws and the collection of such taxes owed to the State of Oregon. If the Department deems it necessary to vary substantially from this standard, the Department shall first notify [City/County] of the need and obtain [City’s/County’s] consent. The Department shall provide all forms necessary for implementation of the Local Tax, including forms for Marijuana Tax returns, exemptions and refunds.

(4) **Transfer of Taxes to [City/County].** Beginning at the end of the first full quarter after execution of this Agreement, the Department shall remit to [City/County] the amount of Local Taxes collected in the preceding quarter less amounts withheld to pay the Department’s Fees and other costs as described in this Agreement within 60 days of the return due date for the quarter. The Department shall notify [City/County] if, because of inability to move funds electronically or otherwise through the banking system, a force majeure event described in Section 26 of this Agreement or other exigent circumstance, the Department is unable to transfer the Local Tax collected to [City/County] as provided in this Section. In that event, the Department shall provide an estimate, if possible, of when it expects to be able to transfer the Local Taxes collected to [City/County]. The Department may enter into an agreement with another state government agency to fulfill the requirements of this Section 4, provided that said government agency can comply with the requirements of this section.

(5) **Costs.** In order to recover its costs to collect and transfer the Local Tax as provided in this Agreement the Department shall be paid the following three fees:

(a) "Administrative Services Fee": Pays for the establishment and maintenance of financial systems needed to administer and distribute Local Taxes. The fee shall be calculated annually as a percentage of the equivalent of 60 hours of work conducted for the Department of Revenue by the Department of Administrative Services, divided among the Local Governments in proportion to the number of Marijuana Taxpayers in each Local Government.

(b) "Business Fee": Pays for the Local Tax administration activities set forth in this Agreement. The fee shall be calculated as a percentage of the Department's Business Division annual expenses for the administration of all marijuana taxes, with the total fee increasing in direct proportion to the number of Local Taxpayers. The total amount per Local Taxpayer billed to [City/County] under the Business Fee shall not exceed 0.05 percent of the Department's Business Division expenses for the administration of all marijuana taxes;

(c) "Core Systems Replacement fee": Charged only one time after execution of this Agreement and calculated as a flat fee per Local Taxpayer. The total Core Systems Replacement Fee shall not exceed two hundred dollars (\$200.00) per Local Taxpayer in the first full quarter following execution of this Agreement.

FOR EXAMPLE, in a hypothetical with the following assumptions:

250 Marijuana Taxpayers

50 Local Taxpayers in the City of Mainville

2 Local Taxpayers in the City of Middletown

Business Division's Marijuana Expenses: \$500,000 per year

Hourly DAS rate: \$99/hour

The fees would be calculated as follows:

Administrative Services Fee = $(\$99/\text{hour} * 60 \text{ hours}) / 250 \text{ Marijuana Taxpayer} =$
\$23.76 per Local Taxpayer per year

Business Fee = $\$500,000 \text{ in marijuana expenses per year} * 0.05\% =$ \$250 per
Local Taxpayer per year

Core Systems Replacement Fee = \$200 per Local Taxpayer, one time

City of Mainville, year 1: $(\$23.76 \text{ Administrative Services Fee} + \250 Business
 $\text{Fee} + \$200 \text{ Core Systems Replacement Fee}) * 50 \text{ Local Taxpayers} =$ \$23,688 in
costs

City of Mainville, subsequent years: $(\$23.76 \text{ Administrative Services Fee} + \250
 $\text{Business Fee}) * 50 \text{ Local Taxpayers} =$ \$13,688 in costs

City of Middletown, year 1: (\$23.76 Administrative Services Fee + \$250 Business Fee + \$200 Core Systems Replacement Fee) * 2 Local Taxpayers = \$947.52 in costs

City of Middletown, subsequent years: (\$23.76 Administrative Services Fee + \$250 Business Fee) * 2 Local Taxpayers = \$547.52 in costs

(e) In addition to the Fees described above, the Department may withhold or invoice [City/County] for the Department's costs to administer extraordinary services not described in this Agreement related to the Local Tax; such extraordinary costs may include, without limitation, requests for audits from [City/County] that exceed the scope of the Department's normal audit procedures, requests for research or advice from the Department or the Oregon Department of Justice attorneys, or specially appointed counsel, regarding the Local Tax.

(f) If the Department determines that its costs cannot be covered by the maximum fees outlined in this Section 5, the Department will notify [City/County] of the amount by which the Department has determined the Fees must increase. If the Department and [City/County] do not agree upon a Fee increase and related amendment to this Agreement, then this Agreement may be terminated by either party in accordance with Section 16 of this Agreement.

(g) The Department shall not collect more in fees than its costs to administer the Local Tax, per ORS 305.620(5). It is using the above formula in the interests of producing its best estimate of costs.

(6) Withholding for Fees and Rebate. The Department shall withhold from the Local Taxes collected and each transfer to [City/County] an amount equal to four percent (4%) of the Local Taxes collected. In the first quarter of each calendar year the Department will reconcile the amounts withheld in the previous year with the total fees assessed, and provide such reconciliation in the Department's annual report described in Section 10 of this Agreement. If the amount withheld in a calendar year exceeds the amount of the Department's Fees, the Department will rebate the balance of the Local Taxes withheld to [City/County] by the end of the first quarter following the year of withholding. If the amount withheld does not cover the Department's Fees for the preceding year, the amount of the shortfall will be withheld from subsequent transfers of Local Taxes collected until the Department's Fees are fully paid, or in its discretion the Department may invoice [City/County] for the unpaid amount of the Department's Fees.

(7) Recovery of Overpayments. If the amount of Local Taxes paid to [City/County] under this Agreement, exceed the amount to which [City/County] is entitled, the Department may, after notifying [City/County] in writing, withhold from later payments due [City/County] under this Agreement, such amounts, over such periods of time, as are necessary to recover the amount of the overpayment.

(8) Department Quarterly Reports. Beginning with the first full calendar quarter after the execution of this Agreement and continuing each calendar quarter thereafter, within sixty (60) days after the due date for quarterly Local Tax returns, the Department shall provide [City/County] with a report indicating the amount of Local Taxes collected, any extraordinary costs assessed, the amount withheld under Section 6 of this Agreement and the cumulative amount of delinquent Local Taxes for each Marijuana Retailer in [City/County's] jurisdiction. The information in this report must be treated as potentially revealing Confidential Information, and shall be protected as described in Section 15. [City/County] should make all efforts to prevent Confidential Information from being released. The Department and [City/County] shall disclose any non-confidential information in a report when required to do so by law, including the Oregon Public Records Law, ORS 192.410 to 192.505.

(9) Department Annual Reports. In the first calendar quarter of each year, the Department shall make a written annual report of the preceding calendar year to [City/County] showing the total amount of Local Taxes collected, refunds paid, the expenses of administering and collecting the Local Tax, and other pertinent information. The report shall show the total amount withheld by the Department under Section 6 of this Agreement, and shall show the Department's expenses by its Fee categories. In such report, the Department shall also make recommendations concerning changes in Local Tax Ordinances, procedures, policies, Local Tax administration and related matters, as the Department deems necessary and appropriate. The information in this report must be treated as potentially Confidential Information, and shall be protected as described in Section 15. [City/County] should make all efforts to prevent Confidential Information from being released. The Department and [City/County] shall disclose any non-confidential information in the report when required to do so by law, including the Oregon Public Records Law, ORS 192.410 to 192.505.

(10) [City/County] Reports. Within sixty (60) days of the effective date of this Agreement, [City/County] shall provide the Department with a list of Local Taxpayers in its jurisdiction and a list of zip code areas that are within its jurisdiction for purposes of imposing the Local Tax. [City/County] shall provide an updated list of Local Taxpayers to the Department each calendar quarter thereafter. [City/County] shall review all reports and reconciliations provided by the Department and promptly notify the Department of any perceived errors or omission in such reports.

(11) Records Maintenance and Access. Each party shall maintain its records relevant to this Agreement, the Local Taxes and Local Taxpayers for the period of time specified and in the manner required under the document retention and archiving requirements applicable to it that are established under ORS 192.005 to 192.170. Upon written request, each party may examine the records of the other party at a time and location that is convenient and without extra cost to the holder to the records; provided, however, any requests for records made in connection with litigation or other efforts to collect the Local Tax shall be immediately provided in the time and manner requested.

(12) Ordinance and Notification of Changes. Contemporaneous with the execution of this Agreement, [City/County] shall provide a copy of the Ordinance to Department for incorporation into this Agreement as Exhibit B. In order to insure consistency in administration of the Local Tax, each party shall notify the other of any change in the Ordinance and any state or local regulations or rulings interpreting the Local Tax or the Ordinance, any changes in rates or changes in the [City's/County's] boundary at least ninety (90) days prior to the effective change, unless it is not legally possible to provide ninety (90) days' notice or both parties mutually agree to effect such changes in less than ninety (90) days. Each party shall notify the other of any change in administration of the Local Tax under this Agreement. The parties shall cooperate in amending the Ordinance or in seeking amendments to ORS 475B.345 or ORS 305.620 which they deem necessary.

(13) Information. The parties will cooperate in the exchange of information and making public announcements to facilitate effective administration of the Local Tax and maintain consistency in public announcements and information. Policy announcements, announcement of changes in the Ordinance, and all correspondence relating to public relations will be handled by [City/County]. The Department shall promptly notify [City/County] of any matter arising in the administration of the Marijuana Tax that would require any legislative change or affect [City/County's] policy, including any policy that relates to the amount of Local Tax collected. Nothing in this section shall prohibit the Department from conducting its own outreach activities to increase awareness and knowledge of local tax obligations.

(14) Limits and Conditions. To the extent limited by applicable provisions of Article XI of the Oregon Constitution or other governing law, and within the limits of the Oregon Tort Claims Act applicable respectively to the Department and [City/County], each party shall indemnify the other for damage to life or property arising from their respective duties and obligations under this Agreement, provided neither party shall be required to indemnify the other for any such liability arising out of a party's own negligent or wrongful acts.

(15) Confidentiality.

(a) Confidential Information may be disclosed only to [City/County] as principal, by the Department as its agency, for purposes of carrying out the administration of the Local Tax imposed by [City/County]. Requests for Confidential Information shall be made by [City/County] by giving not less than ten (10) days' notice to the Department, stating the information desired, the purposes of the request, and the use to be made of such information. If the compilation of information is not feasible, the Department shall so advise [City/County].

(b) ORS 314.840(3) requires that employees and representatives of [City/County] who receive Confidential Information must be advised in writing of the provisions of ORS 314.835 and 314.991(3), relating to the penalties for unlawful disclosure. Prior to being given access to Confidential Information, all [City/County] employees involved in the performance of this

Agreement must review the DOR Secrecy Clause and sign the DOR Secrecy Laws Certificate (substantially in the form of Exhibit A, attached hereto and by this reference incorporated herein) certifying the employee understands the confidentiality laws and the penalties for violating them. Annually thereafter, (on or before a date specified by the Department), such [City/County] employees must review and sign the latest versions of the Secrecy Clause and the Secrecy Laws Certificate. All signed Secrecy Laws Certificates must be immediately emailed to both the designated Department Authorized Representative (indicated below) and the Department's Disclosure Office (disclosure.office@oregon.gov). When the employee terminates, [City/County] will forward the certificate to the Department's Disclosure Officer. A listing of every person authorized to request and receive Confidential Information identified in this Agreement will be sent to the following designated representative:

John Galvin, Marijuana Tax Program Manager, marijuanatax.DOR@oregon.gov

(c) Upon request and pursuant to the instructions of DOR, [City/County] shall return or destroy all copies of Confidential Information provided by DOR to [City/County], and [City/County] shall certify in writing the return or destruction of all such Confidential Information.

(d) The administrative rules implementing ORS 314.835 and ORS 314.840 as amended from time to time during the term of this Agreement, shall apply to this Agreement.

(16) Term. The term of this Agreement shall be from the date it is executed by all parties and until it is terminated by operation of law or by either party at its discretion upon at least ninety (90) days prior written notice. Prior to the termination date specified in written notice provided under this section or Section 17 below, [City/County] and the Department will continue to perform their respective duties and obligations of under this Agreement. After the termination date, the Department will cease all collection and other activities under this Agreement, unless prior to the termination date the Department and [City/County] agree in writing that the Department may continue actions that are pending before the Oregon Tax Court or the Oregon Supreme Court, or are being collected after judgment or stipulation. In addition, after the termination date the Department will continue to remit to [City/County] any Local Taxes received by the Department, after deduction of the Department's actual costs, until all matters pending on the date of termination have been resolved or collected. The Department will administer the Local Tax for [City/County] for each calendar quarter commencing after this Agreement is executed; provided, however, if this Agreement is fully executed on or before the 15th day of the calendar quarter, the Department will administer the Local Tax for the quarter in which this Agreement is executed.

(17) Default and Remedies. A party shall be in default under this Agreement if it fails to perform any of its duties and obligations under this Agreement, and fails to cure such nonperformance within ninety (90) days after the other party provides written notice specifying

(24) **Nonappropriation.** The obligation of each party to perform its duties under this Agreement is conditioned upon the party receiving funding, appropriations, limitation, allotment, or other expenditure authority sufficient to allow the party, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, sections 7 or 10 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of each party.

(25) **Survival.** All rights and obligations of the parties under this Agreement will cease upon termination of the Agreement, other than the rights and obligations arising under Sections 14, 16 and 17, and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accruing to a party prior to termination.

(26) **Force Majeure.** Neither party is responsible for any failure to perform or any delay in performance of an obligation under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that party's reasonable control. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligation under this Agreement.

(27) **Counterparts.** This Agreement may be executed in counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed constitutes an original.

(28) **Merger.** This Agreement and any exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements or presentations, oral or written, not specified herein regarding this Agreement.

Each party represents that this Agreement, when fully executed and delivered will constitute a legal, valid and binding obligation of the party in accordance with its terms, and that the person signing below is the authorized representative of the party with full power and authority to bind his/her principal to this Agreement.

Oregon Department of Revenue	City/County:
Name/Title:	Name/Title:
Signature:	Signature:
Date signed:	Date signed:

EXHIBIT A

DOR

SECURITY CLAUSE

and

SECURITY LAWS CERTIFICATE

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SECURITY CLAUSE

Taxpayer information is confidential and protected by Oregon law. Only authorized persons may have access to taxpayer information, or to secure buildings where taxpayer information is handled. Oregon law requires that you sign a Secrecy Certificate before being allowed access to this confidential information or secure areas. By signing the certificate, you certify that you understand the confidentiality laws and the penalties for violating them.

This applies to everyone with access to taxpayer information, including:

- Department of Revenue employees
- Employees of other government agencies
- Vendors and contractors
- Business partners

Penalties for unauthorized disclosure of state tax information

- **Income tax***—Class C felony; up to \$125,000 fine; up to five years imprisonment; dismissal from state employment; no public office for five years. [ORS 314.991(2)]
- **Inheritance tax**—Class C felony; up to \$125,000 fine; up to five years imprisonment; dismissal from state employment; no public office for five years. [ORS 118.990(3)]
- **Industrial property tax**—Up to \$10,000 fine; up to one year imprisonment. [ORS 308.990(5)]
- **Timber tax**—Up to \$5,000 fine; dismissal from state employment. (ORS 321.686)
- **Employment Department**—May result in dismissal from state employment, or other discipline. [ORS 657.665(6)]

* These provisions also apply to transient lodging tax (ORS 320.330), cigarette tax (ORS 323.403), tobacco products tax (ORS 323.595), emergency communications tax (ORS 403.230), oil and gas production tax (ORS 324.170), hazardous substances tax (ORS 453.410), and petroleum products tax (ORS 465.124).

Penalties for unauthorized disclosure of federal tax information

- **IRC Sect. 7213**—Felony; up to \$5,000 fine; imprisonment of up to five years; cost of prosecution, damages**.
- **IRC Sect. 7213A**—Up to \$1,000 fine; imprisonment of up to one year; cost of prosecution, damages**.

** Damages may include \$1,000 per act, actual damages, punitive damages, cost of legal action, attorney fees. See Section 7431.

Instructions

Please read the following laws. They explain the types of information that are confidential. If you have questions during your employment or performance of duties, ask your supervisor or a Disclosure officer before accessing or disclosing information.

After reading this information, fill out the last page and return it to the Department of Revenue. Keep the other pages for your records.

Oregon Income Tax Laws

ORS 314.835

(1) Except as otherwise specifically provided in rules adopted under ORS 305.193 or in other law, it shall be unlawful for the Department of Revenue or any officer or employee of the department to divulge or make known in any manner the amount of income, expense, deduction, exclusion or credit or any particulars set forth or disclosed in any report or return required in the administration of ORS 310.630 to 310.706, required in the administration of any local tax pursuant to ORS 305.620, or required under a law imposing a tax upon or measured by net income. It shall be unlawful for any person or entity to whom information is disclosed or given by the department pursuant to ORS 314.840 (2) or any other provision of state law to divulge or use such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena or judicial order shall be issued compelling the department or any of its officers or employees, or any person who has acquired information pursuant to ORS 314.840 (2) or any other provision of state law to divulge or make known the amount of income, expense, deduction, exclusion or credit or any particulars set forth or disclosed in any report or return except where the taxpayer's liability for income tax is to be adjudicated by the court from which such process issues.

(2) As used in this section:

(a) "Officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or any former officer, employee or person, or an authorized representative of such former officer, employee or person.

(b) "Particulars" includes, but is not limited to, a taxpayer's name, address, telephone number, Social Security number, employer identification number or other taxpayer identification number and the amount of refund claimed by or granted to a taxpayer.

ORS 314.991

(2) Violation of ORS 314.835 is a Class C felony. If the offender is an officer or employee of the state the offender shall be dismissed from office and shall be incapable of holding any public office in this state for a period of five years thereafter.

Applicability to other tax programs

The above provisions of ORS 314, concerning the confidentiality of returns and penalties, also apply to:

150-800-033 (Rev. 2-11)

• Transient lodging tax	ORS 320.330
• Cigarette tax	ORS 323.403
• Tobacco products tax	ORS 323.595
• Emergency communications tax	ORS 403.230
• Oil and gas production tax	ORS 324.170
• Hazardous substances tax	ORS 453.410
• Petroleum products tax	ORS 465.124

Oregon Inheritance Tax Laws

ORS 118.525

(1) It shall be unlawful for the Department of Revenue or any of its officers or employees to divulge or make known in any manner any particulars disclosed in any return or supporting data required under this chapter. Except for executors or beneficiaries and their authorized representatives, it shall be unlawful for any person or entity who has acquired information pursuant to subsections (3) and (4) of this section to divulge or make known such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena or judicial order shall be issued compelling the department, or its officers or employees, or persons described in subsections (3) and (4) of this section, to divulge or make known any particulars disclosed in any such return or supporting data except where the liability for inheritance taxes is to be adjudicated by the Oregon Tax Court. Nothing in this section shall prohibit the publication of statistics so classified as to prevent the identification of particulars in any return or supporting data covered by this section.

(2) As used in this section:

(a) "Officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or former officer, employee or person, or an authorized representative of such former officer, employee or person.

(b) "Particulars" includes, but is not limited to, a taxpayer's name, address, telephone number, Social Security number and the amount of refund claimed by or granted to a taxpayer.

ORS 118.990

(3) Violation of ORS 118.525 is a Class C felony. If the offender is an officer or employee of the state the offender shall be dismissed from office and shall be incapable of holding any public office in this state for a period of five years thereafter.

Oregon Property Tax Laws

ORS 308.290

(11)(a) All returns filed under the provisions of this section and ORS 308.525 and 308.810 are confidential records of the Department of Revenue or the county assessor's office in which the returns are filed or of the office to which the returns are forwarded under paragraph (b) of this subsection.

ORS 308.413

(1) Any information furnished to the county assessor or to the Department of Revenue under ORS 308.411 which is obtained upon the condition that it be kept confidential shall be confidential records of the office in which the information is kept, except as follows:

(a) All information furnished to the county assessor shall be available to the department and all information furnished to the department shall be available to the county assessor.

(b) All information furnished to the county assessor or department shall be available to any reviewing authority in any subsequent appeal.

(c) The department may publish statistics based on the information furnished if the statistics are so classified as to prevent the identification of the particular industrial plant.

(2) The Department of Revenue shall make rules governing the confidentiality of information under this section.

(3) Each officer or employee of the Department of Revenue or the office of the county assessor to whom disclosure or access of the information made confidential under subsection (1) of this section is given, prior to beginning employment or the performance of duties involving such disclosure, shall be advised in writing of the provisions of this section and ORS 308.990 (5) relating to penalties for the violation of this section, and shall as a condition of employment or performance of duties execute a certificate for the department or the assessor in a form prescribed by the department, stating in substance that the person has read this section and ORS 308.990 (5), that these sections have been explained to the person and that the person is aware of the penalties for violation of this section.

ORS 308.990

(5) Subject to ORS 153.022, any willful violation of ORS 308.413 or of any rules adopted under ORS 308.413 is punishable, upon conviction, by a fine not exceeding \$10,000, or by imprisonment in the county jail for not more than one year, or by both.

Forestland Tax Laws

ORS 321.682

(1) Except as otherwise specifically provided by law, it shall be unlawful for the Department of Revenue or any officer or employee of the department to divulge or make known in any manner the amount of the tax or any particulars set forth or disclosed in any report or return required to be filed under ORS 321.045 or 321.741 or any appraisal data collected to make determinations of specially assessed value of forestland pursuant to ORS 321.201 to 321.222. It shall be unlawful for any person or entity to whom information is disclosed or given by the department pursuant to ORS 321.684 (2) or any other provision of state law to divulge or use such information for any purpose other than that specified in the provisions of law authorizing the use or disclosure. No subpoena

150-800-033 (Rev. 2-11)

or judicial order shall be issued compelling the department or any of its officers or employees, or any person who has acquired information pursuant to ORS 321.684 (2) or any other provision of state law, to divulge or make known the amount of tax or any particulars set forth or disclosed in any report or return except where the taxpayer's liability for timber tax is to be adjudicated by the court from which such process issues.

(2) As used in this section, "officer," "employee" or "person" includes an authorized representative of the officer, employee or person, or any former officer, employee or person, or an authorized representative of such former officer, employee or person.

ORS 321.686

Violation of ORS 321.682 is subject to a fine not exceeding \$5,000 or, if committed by an officer or employee of the state, dismissal or removal from office or employment, or both fine and dismissal or removal from office or employment.

Oregon Employment Department Laws

ORS 657.665

(4) The Employment Department may: ... (i) Disclose information to the Department of Revenue for the purpose of performing its duties under ORS 293.250 or under the revenue and tax laws of this state. The information disclosed may include the names and addresses of employers and employees and payroll data of employers and employees. The information disclosed is confidential and may not be disclosed by the Department of Revenue in any manner that would identify an employing unit or employee except to the extent necessary to carry out the department's duties under ORS 293.250 or in auditing or reviewing any report or return required or permitted to be filed under the revenue and tax laws administered by the department. The Department of Revenue may not disclose any information received to any private collection agency or for any other purpose. If the information disclosed under this paragraph is not prepared for the use of the Employment Department, the costs of disclosing the information shall be paid by the Department of Revenue.

(6) Any person or any officer or employee of an entity to whom information is disclosed by the Employment Department under this section who divulges or uses the information for any purpose other than that specified in the provision of law or agreement authorizing the use or disclosure may be disqualified from performing any service under contract or disqualified from holding any appointment or employment with the state agency that engaged or employed that person, officer or employee. The Employment Department may immediately cancel or modify any information sharing agreement with an entity when a person or an officer or employee of that entity discloses confidential information, other than as specified in law or agreement.

3



SECREC Y LAWS CERTIFICATE

Required by ORS 314.840(3), ORS 118.525(6),
ORS 308.413(3), ORS 321.684

I have read the laws prohibiting disclosure of confidential information for the tax programs below.
The laws have been explained to me.
I have been furnished with a copy of the laws.
I understand Oregon's disclosure laws and the penalties for violating them.

Income tax	ORS 314.835; ORS 314.991(2)
Inheritance tax	ORS 118.525(1); ORS 118.990(3)
Industrial property tax	ORS 308.290(11); ORS 308.413; ORS 308.990(5)
Forestland tax	ORS 321.682; ORS 321.686
Employment Department tax	ORS 657.665(4)(i) and (6)
Transient lodging tax	ORS 320.330
Cigarette tax	ORS 323.403
Tobacco products tax	ORS 323.595
Emergency communications tax	ORS 403.230
Oil and gas production tax	ORS 324.170
Hazardous substances tax	ORS 453.410
Petroleum products tax	ORS 465.124
Federal tax laws	IRC Sections 7213, 7213A, 7431

VENDORS, CONTRACTORS, BUSINESS PARTNERS	
PRINT your full name	Business telephone number
Print full name of business or organization for which you are acting in an official capacity	
Address of business or organization	SSN (Collection agency employees only)
What is the nature of your business?	Duration of contract or visit
Revenue contact	Area where you'll be working
Signature	Date
X	

REVENUE EMPLOYEES	
PRINT your full name	Date
Signature	
X	

AGENCY USE	
<input type="checkbox"/> In Compliance	<input type="checkbox"/> Not in Compliance



A place where businesses and families thrive

CITY RECORDER USE ONLY:	
AGENDA ITEM #:	6.
MEETING DATE:	
FINAL ACTION:	

CITY COUNCIL STAFF REPORT

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: November 28, 2016

PROJECT TEAM: Brenda Camilli, Human Resources Manager

SUBJECT TITLE: Report and Resolution authorizing a labor agreement between the City and International Brotherhood of Electrical Workers (IBEW), effective July 1, 2016, and expiring June 30, 2020

ACTION REQUESTED:	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Order	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Motion	<input type="checkbox"/> Informational
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X all that apply

ISSUE STATEMENT:

The current labor agreement expired June 30, 2016. The new labor agreement has been modified, ratified by bargaining unit members, and is ready for consideration by the Council.

BACKGROUND:

Representatives of the City of Forest Grove and IBEW met eight times during the past five months and have reached tentative agreement on certain modifications to the labor agreement, pending approval of the Council. Revisions were made to eight articles of the collective bargaining agreement, but the substantive agreement modifications are as follows:

- **Term:** Extends the term of the agreement for four years from July 1, 2016 to June 30, 2020.
- **Wages:** Cost of living adjustments were negotiated for all classifications covered within the agreement at the following rates:

July 1, 2016	1.50% COLA for all BU positions
January 1, 2017	1.00% COLA for all BU positions
July 1, 2017	1.50% COLA for all BU positions
January 1, 2018	1.00% COLA for all BU positions
July 1, 2018	2.50% COLA for all BU positions
July 1, 2019	3.00% COLA for all BU positions
- **Health & Welfare:** The following changes were agreed with reference to the health insurance premium sharing structure:
 1. Effective January 1, 2017 the medical and dental plan caps will be separated out as follows: The City's cap will be set at 90% of the premium for either medical plan plus 90% of the Dental II (Delta Dental) dental premium;
 2. Effective January 1, 2018 the Union's medical insurance plan options will change from the Regence BC Plan V-E to the Regence BC Copay Plan B; and from Kaiser Copay Plan A to Kaiser Copay Plan B. The City will increase premium contributions from 90%

to 95% of the Regence BC medical plan premium and remain at 90% of the Kaiser medical plan premium; and the City's premium contribution for dental will be set at 95% of the full cost of the Dental II (Delta Dental) Plan;

3. The parties agreed upon language addressing the bargaining process that would take place if the ACA Cadillac Plan Tax threshold is exceeded effective January 1, 2020.
- **VEBA:** Effective January 1, 2017 the City will equalize City contributions to the employees' VEBA accounts (there was previously a difference based on the medical plan selected); Effective January 1, 2018 when medical plans change, the City's contribution to employees' VEBA accounts will increase by health insurance enrollment (one party, two party, three more) by \$40.00, \$80.00 and \$120.00 per year respectively.

FISCAL IMPACT:

The costs to implement this agreement are within the parameters set by Council. Most of the increases for Fiscal Year 2016-17 were included in the Adopted Budget. If a budget adjustment is needed for the remaining costs, an adjustment will be made at the end of FY 2016-17. Future increases are within the projected cost increases that were used to project future rate increases as part of the rate study that was completed in December 2014.

STAFF RECOMMENDATION:

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

ATTACHMENT(s):

Resolution and Exhibit



RESOLUTION NO. 2016-66

RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE A LABOR AGREEMENT BETWEEN CITY OF FOREST GROVE AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS (IBEW), LOCAL UNION NO. 125, EFFECTIVE JULY 1, 2016, THROUGH JUNE 30, 2020

WHEREAS, representatives of the City of Forest Grove and IBEW, Local 125, have met in good faith and negotiated a labor agreement between both parties, effective July 1, 2016, through June 30, 2020, and

WHEREAS, the labor agreement provides for certain compensation and fringe benefit adjustments as outlined in the attached Exhibit A.

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

Section 1: That the City Manager is hereby authorized to execute the attached labor agreement (Exhibit A) between the City of Forest Grove and IBEW, Local 125.

Section 2: That the compensation plan contained in this agreement is approved, effective July 1, 2016, expiring June 30, 2020.

Section 3: That the fringe benefits contained in this agreement are approved, effective July 1, 2016, expiring June 30, 2020.

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

PRESENTED AND PASSED this 28th day of November, 2016.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 28th day of November, 2016.

Peter B. Truax, Mayor

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AGREEMENT

BETWEEN

CITY OF FOREST GROVE

AND

INTERNATIONAL BROTHERHOOD

OF

ELECTRICAL WORKERS

LOCAL UNION No. 125

JULY 1, 2016 TO JUNE 30, 2020

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AGREEMENT

The CITY OF FOREST GROVE, Oregon, hereinafter referred to as "the City", and LOCAL UNION No. 125 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, hereinafter referred to as "the Union", hereby mutually establish and agree upon the working conditions and wage schedule hereinafter set forth covering those employees listed in Article 30 and employed by the City of Forest Grove Light and Power Department.

The City and the Union have a common and sympathetic interest in the electrical industry, therefore, a working system and harmonious relations are desirable to improve the relationship between the Employer and the Union. All shall benefit by continuous peace and by adjusting any differences by rational common sense methods. To these ends, this Agreement is made.

ARTICLE 1 RECOGNITION

1.1 The City recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of establishing wages, hours of work, benefits and conditions of employment for all regular electrical worker employees of the City, excluding supervisory and confidential employees, and employees presently represented in any other bargaining unit.

1.2 For the purposes of this Agreement:

- a. ELECTRICAL WORKER: Is defined as all classifications set-forth in Article 30.
- b. REGULAR FULL-TIME EMPLOYEE: Is defined as any employee who is regularly scheduled to perform work for 40 hours per week.
- c. REGULAR PART-TIME EMPLOYEE: Is defined as any employee who is regularly scheduled to work more than 600 hours in a calendar year, but less than 40 hours per week.
- d. TEMPORARY EMPLOYEE: Is defined as any employee who is employed for a limited period, not to exceed six months in a twelve-month period for a full-time employee, or 600 hours in a calendar year for a part-time employee.
- e. SUPERVISORY EMPLOYEE: Is defined as in Oregon Revised Statutes 243.650 (23).
- f. CONFIDENTIAL EMPLOYEE: Is defined as in Oregon Revised Statutes 243.650 (6).

ARTICLE 2
DURATION OF AGREEMENT

2.1 This Agreement shall remain in full force and effect from July 1, 2016, up to and including June 30, 2020, and thereafter until terminated by at least sixty (60) days' notice, in writing, by either party to the other.

2.2 This agreement may be amended or modified by mutual agreement between the parties hereto, without notice of termination by either party.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 The Union recognizes the right of the City to manage its affairs, in accordance with its responsibilities, expressed powers, inherent authority, and the City Charter and that, except to the extent expressly abridged by provisions of this Agreement, management functions are not subject to negotiations. These functions include, but are not limited to, directing the activities of the department; determining levels of service and methods of operation, including subcontracting and introduction of new equipment; the right to hire, lay-off, transfer and promote; to discipline or discharge for cause; to determine the work schedules and assign work; to develop employment policies and procedures and any other such rights not specifically referred to in this agreement.

3.2 Unless directly contradicted by the terms of this Agreement or a mandatory subject for bargaining, all employment policies of the City are specifically incorporated herein by reference.

ARTICLE 4
UNION SECURITY

4.1 Membership or non-membership in the Union shall be the individual choice of employees covered by this Agreement. Employees who are not members of the Union shall make payment in lieu of dues to the Union. Such payment shall be in the same amount as provided for regular Union dues and assessments.

4.2 The City agrees to deduct Union dues or "fair share" from the paycheck of all bargaining unit employees. The City shall not be held liable for check-off errors, but shall make proper adjustments with the employees and the Union as soon as practicable and upon notification from the Union. The Union agrees to indemnify and hold the City harmless from any action arising under this Article. The amounts to be deducted shall be certified to the City by the Treasurer of the Union by the tenth (10th) day of the succeeding month after such deductions are made.

4.3 Any Employee who is a member of a church or religious body having bona fide religious teachings which prohibit association with a labor organization or the payment of dues to it shall pay an amount or money equivalent to regular Union dues, initiation

fees and assessments, if any, to a non-religious charity or another charitable organization mutually agreed upon by the employee affected and the representative labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof to the employer that this has been done.

4.4 The Union shall assist the City by referring skilled workers to the City when requested.

4.5 The City shall designate bulletin board space for posting of official Union notices.

ARTICLE 5

EMPLOYEE RIGHTS

5.1 The City and the Union agree there shall be no discrimination with regard to the hiring or tenure of the employees by reason of race, color, religion, sex, pregnancy, citizenship, age, marital status, physical disability, mental disability, veteran's status, medical condition, sexual orientation, genetics, political affiliation or national origin, or on the basis of membership in any other protected class. Discrimination on the basis of relationship, mental or physical handicap are prohibited, except in the instance of valid occupational qualification and under the provisions of the Americans with Disabilities Act. The City and the Union agree further that there shall be no discrimination against any employee due to membership or non-membership in the Union or because of an activity in which the employee may engage in on behalf of the Union, provided such activity does not interfere with the employee's performance of work assignments.

5.2 The City shall give all employees ten (10) working days' notice of lack of work.

5.3 Employees appointed as Acting Superintendent shall be paid at the Line Foreman rate of pay. Employees shall not be appointed as Acting Superintendent while concurrently serving as Shop Steward.

ARTICLE 6

STRIKE AND LOCKOUT

6.1 The Union agrees that during the term of this Agreement its membership shall not engage in any strike, work stoppage, slowdown or interruption of services, and the City agrees not to engage in any lockout.

6.2 Disputes between the Union and the City shall be resolved by arbitration in the same manner as set forth in Article 20.

ARTICLE 7
DISCHARGE, SUSPENSION, WARNING

7.1 New employees may be terminated within the twelve-month (12) probationary period without cause.

7.2 Employees are subject to discipline for just cause. Disciplinary action or measures shall be limited to the following: oral reprimand, written reprimand, demotion, suspension, reduction of pay, or discharge.

7.3 Oral reprimands shall not be subject to the grievance procedure. Written reprimands may be processed through the grievance steps and may proceed to arbitration.

7.4 If the City has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public.

ARTICLE 8
PAID TIME AND HOURS OF WORK

8.1 The workday shall consist of eight (8) hours worked in a twenty-four (24) hour period with a lunch period of thirty (30) minutes, or eight (8) hours worked with a lunch period of one (1) hour. The normal workday at present is from 7:30 a.m. until 4:00 p.m., with a lunch period of thirty (30) minutes. The lunch period shall be midway in the shift. The normal hours of work may be changed by mutual agreement between the City and the Union. Such agreement shall be reduced to writing. The employee shall not receive pay for the lunch period. Each employee shall also be allowed a rest break not to exceed fifteen (15) minutes, approximately midway in each half shift, the time of which shall count as time worked. Management will determine where breaks are taken. Any employee required to work overtime at the conclusion of the employee's regular shift shall have the option of a meal period of at least thirty (30) minutes, but not to exceed one (1) hour upon having completed the first one and one-half (1.5) hours of overtime work.

8.2 Changes in the normal hours of work for the summer months work schedule may be approved by mutual agreement between the City and the Shop Steward. The Shop Steward shall obtain concurrence from the Union.

8.3 When an employee reports for overtime work four (4) hours or more before the beginning of his regular shift, and works uninterrupted into his regular shift, he shall be paid at the overtime rate until relieved. If an employee works six (6) or more hours within the fifteen-and-one-half (15.5) hours preceding their regular scheduled start time, and has not received an eight and one half (8.5) hour unpaid rest period, the employee will be given the option to remain on duty for the duration of their regular shift at the overtime rate or be relieved for the duration of their regular shift at the employee's straight time rate. Before leaving work the employee will notify the Supervisor of the employee's preference. If the employee requests their paid rest period, the City will, in

its sole judgment, approve or deny the employee request based on operational requirements of the City as determined by the Light and Power Director.

8.4 Work in excess of (8) eight hours per day and work in excess of five (5) eight (8) hour days, or forty (40) hours in any workweek, shall be considered overtime, but hours of work for which daily overtime is allowed shall not be included in computing weekly overtime. Overtime, computed to the nearest quarter hour, shall be compensated for at two (2) times the regular rate of pay. A minimum call back time of two (2) hours plus one-half (½) hour drive time will be paid. Work contiguous to the regular shift shall be compensated at two (2) times the regular rate of pay for the time actually worked. Employees shall be paid at the overtime rate for all time worked on other than their regular shift or day and for all time worked on holidays, in addition to their holiday pay. Overtime must be pre-approved except in an emergency or while on stand-by. Overtime will be kept equitable within classification and based on a 12 month rolling accumulation and posted for each pay period.

8.5 All overtime worked shall be paid or the employee shall receive compensatory time-off based upon mutual agreement and the Department Head's determination of Department needs. Compensatory time-off shall be scheduled by mutual agreement of the employee and the supervisor based on the needs of the department. Compensatory time-off accumulation shall be capped at forty-eight (48) hours.

8.6 The overtime pay of any employee called from home for overtime work shall be time worked plus one-half (.5) hour for travel time.

8.7 Non-mandatory/voluntary attendance at conferences, conventions, or training session attendance, which are paid at City expense, will be paid at the regular rate, not to exceed eight (8) hours in a workday. The City has the right to change the regular workday schedule for training purposes.

ARTICLE 9

PAID MEALS

9.1 Employees working one and one-half (1.5) hours of overtime contiguous to their regular shift, and up to or through a designated meal time, and any other overtime worked which continues into or through a designated meal time, shall be paid for appropriate meals. The midnight meal shall be paid at the dinner rate. Amounts distributed for meals shall be paid through payroll and will be included in the employee's taxable income pursuant to IRS regulations. Under normal circumstances employees shall not be required to work more than six (6) hours without a meal. In the event an employee is required by management to work more than six (6) hours without a meal break, he shall be paid for one (1) hour at the straight time rate in addition to his compensation for time worked. When employees are scheduled to work outside their normal shift they shall not be required to supply themselves more than one (1) meal within a 24 hour period.

9.2 Designated meal times for the purposes of Article 9 are defined as 6:30 to 7:00 a.m. for breakfast and shall be paid at the rate of ten dollars (\$10.00), 12:00 noon to 12:30 p.m. for lunch at the rate of fifteen dollars (\$15.00), 6:00 to 6:30 PM for dinner at the rate of thirty dollars (\$30.00), and 12:00 midnight to 12:30 a.m. for the midnight meal at the rate of thirty dollars (\$30.00). Meal breaks, if taken, during designated meal times, are one-half (½) hour, and shall be considered unpaid time.

9.3 When conditions imposed upon the City require that work be performed during the designated noontime lunch period, the Foreman may advance the designated noontime lunch period one-half (½) hour, or delay it one-half (½) hour. If such delay of the noontime lunch period still results in employees working through their adjusted meal period, they shall be paid for one (1) hour at the straight time rate in addition to their compensation for time worked.

ARTICLE 10
HOLIDAYS

10.1 Employees covered by this Agreement shall receive the following paid holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day and two (2) personal holidays. Personal holidays shall be credited at the beginning of each calendar year and shall be prorated to the nearest hour for newly hired employees, and scheduled with the approval of the supervisor, and used within the calendar year. Employees on vacation when a legal holiday occurs shall be entitled to holiday pay or an extra day vacation.

10.2 Personal holiday hours of eight (8) hours or less as of December 31st of each year shall be carried over into the next year.

ARTICLE 11
VACATION

11.1 All employees who shall have completed twelve (12) full months of continuous service shall be allowed vacation time in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Hours per Month</u>	<u>Days Per Year</u>
1-2 yrs	6.67	10
2-5 yrs	8.00	12
5-10 yrs	10.00	15
10-15 yrs	13.34	20
15-25 yrs	16.67	25
26 yrs	17.34	26
27 + yrs	18.00	27

11.2 Vacation accrual shall be calculated on a monthly basis beginning with the employee's date of employment. If an employee is hired in the middle of the month, vacation accrual shall be pro-rated for the first month of employment. Vacation time shall accrue during all hours of employment at straight time (not including overtime), vacation time, recognized holidays, used sick leave and time off chargeable to an occupational disability.

11.3 Employees are encouraged to take vacation time on a yearly basis and vacation accrual shall not exceed 45 days (360 hours) without the approval of the City Manager.

11.4 Upon termination of employment, an employee who has not taken accrued vacation and who has been continuously employed for at least twelve (12) calendar months shall be entitled to vacation compensation, not to exceed 45 days (360 hours).

11.5 Vacations may be taken any time with the prior approval of the Director or his designee.

11.6 Employees may not take vacation time in increments of less than one-quarter (1/4) hour.

ARTICLE 12

APPROVED ABSENCE

12.1 SICK LEAVE – Employees shall accrue sick leave at the rate of eight (8) hours for each month of service. Sick leave may be accrued to a maximum of fourteen hundred (1400) hours. For purposes of the sick leave conversion at retirement from the Defined Benefit Plan, the cap shall remain at one thousand (1000) hours. Once an employee's sick leave accrual reaches one thousand (1000) hours, the cash equivalent of two (2) hours of sick leave accrued will automatically be paid into the employee's VEBA account each month as long as the employee's accrued sick leave balance remains at the one thousand (1000) hours after the two hours are paid into the employee's VEBA account. (See Article 25 for more information on the VEBA)

When employees are terminated, all accrued sick leave credits shall be canceled. If an employee leaves employment for reasons other than retirement and is rehired within 180 days, the employee's previously accrued sick leave balance at the time of termination of employment will be restored.

Employees shall be eligible to use their sick leave hours for the following reasons:

- For an employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care (every effort shall be made to schedule medical/dental appointments outside of normal working hours).

- For care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care. For the purpose of this article, family member is defined in accordance with ORS 659A.150 as the spouse of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis.
- Any other purpose covered by the Oregon Family Leave Law (ORS 659A.159).
- For a purpose specified in Oregon’s Domestic Violence, Sexual Assault or Stalking Leave Law (ORS 659A.272).
- In the event of a public health emergency, including but not limited to:
 - (a) Closure of the employee’s place of business, or the school or place of care of the employee’s child, by order of a public official due to a public health emergency;
 - (b) A determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member; or
 - (c) The exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

Employees taking time off for doctor or dentist appointments during working hours shall have such time charged against their sick leave accumulation. The City may request a doctor’s release to return to work if the City can reasonably articulate its need for the release. Employees falsifying their claim for sick leave shall be liable for disciplinary action by the City. When an employee must be away from the job because of illness in the immediate family, such time off may be 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.

12.1.1 Upon retirement, an employee’s accrued, unused sick leave shall be converted to the employee’s retirement account to be withdrawn in a lump sum or in the form of a monthly annuity. The conversion amount to be credited at retirement shall be based on the following table:

<u>Sick Leave Hours</u>	<u>Conversion at Retirement</u>
Up to 700	50%
701-775	55%
776-850	60%
851-925	65%
926-1000	70%

✂ **12.2** FUNERAL LEAVE – Whenever a death shall occur in an employee's immediate family or household, including grandparents, grandchildren, and in-laws, a leave of absence not to exceed 40 working hours, with full pay, shall be granted. Up to four (4) hours of paid leave shall be given to an employee acting as pallbearer for anyone not listed above. Funeral leave is intended for the purpose of attending the funeral and/or attending to the affairs of the deceased.

Oregon Family Leave Act (OFLA) BEREAVEMENT LEAVE (unpaid). Employees may request additional time off (up to 2 weeks in total) as allowed by the state OFLA provisions effective January 1, 2014. Bereavement Leave taken under the provisions of Section 12.2, will be combined and credited against the employee's 12 weeks of family leave allowed under OFLA. All of the rules for requesting, accounting for and accruing OFLA leave as incorporated into the City of Forest Grove Employee Handbook will apply.

12.3 JURY DUTY – All regular employees who are called for jury duty or subpoenaed as a witness in a case for which they are not a party shall be entitled to receive full pay for such time off, if they endorse their checks for such services over to the City.

12.4 LEAVE OF ABSENCE WITHOUT PAY – All regular full-time employees may be granted a leave of absence without pay upon written application to the Director, providing such leave does not impair the functions of the department. Leave for longer than one (1) month must be approved by the City Manager.

12.5 Regular full-time employees in the service of the City shall maintain their place on the seniority list while on leave for good cause or while under transfer to some other department or on Union full-time appointment for a period not to exceed (1) year.

ARTICLE 13 PROBATIONARY PERIOD

13.1 All original and re-employment appointments shall be made for a probationary period of twelve (12) months. The probationary period shall be deemed a part of the examining process for determining the qualifications of the employee for regular full-time employee status. A probationary employee may be dismissed or demoted, and shall not have recourse to the grievance procedures.

13.2 An employee promoted to a higher paying classification shall serve a probationary period of six (6) months. The City may return the probationary employee to the former job during the probationary period without recourse to the grievance procedure.

ARTICLE 14
INDUSTRIAL ACCIDENT

14.1 The City shall provide Workers' Compensation insurance in accordance with the requirements of the State of Oregon. Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their normal duties as a result of such injury or accident shall be compensated by the City's insurance carrier for the period of time loss. The difference between the Workers' Compensation payments and the employee's regular straight-time wages, less any payroll deductions, shall be paid by the City for a period of sixty-five workdays. Whenever an employee receives a check from the City's insurance carrier, the employee shall report the amount and the period, which it represents to the City's payroll department. If an employee is off work beyond the sixty-five (65) day period as a result of a work injury, accrued days of leave may be used on a pro rata basis to supplement the employee's insured disability income until leave is exhausted.

14.2 Both parties agree to the principle that during the period that the employee receives compensation from both the insurance carrier and the City, the employee shall suffer no financial penalty nor should the employee have a financial advantage as regards employee's regular pay, referred to in Section 14.1, by being on disability status.

14.3 It is in the mutual interest of the parties 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 if work is available, until such time as the employee is released for normal duties. Such limited duty assignment is intended to be temporary in nature and not a permanent assignment.

ARTICLE 15
SAFETY

15.1 All work under this Agreement shall be performed according to the Oregon Occupational Safety and Health Code. If the Oregon Occupational Safety and Health Code does not cover a specific work situation, the National Electric Safety Code shall apply when appropriate. This Agreement shall apply when its terms exceed the requirements of the safety codes.

15.2 It is the responsibility of the City and employees to comply with all state safety regulations set forth in Section 15.1.

15.3 The determination as to the safety of any operation shall initially be made by the Foreman and/or Working Foreman on the job. When in the opinion of the Foreman, the work assigned to a crew cannot be done safely because of the manpower and equipment available, the Foreman may reject the job. If any dispute arises because of

such a decision by a Foreman, the City and the Union shall jointly hold a hearing on the matter as soon thereafter as time permits.

15.4 The City shall hold one safety meeting per month. The City and members shall establish a safety committee to investigate all accidents, unsafe conditions and actions as they occur.

ARTICLE 16

CLOTHING AND TOOLS

16.1 Protective clothing, including qualified raingear determined to be personal protective equipment by the City, shall be furnished to all employees whenever and wherever it shall be necessary for health and safety reasons as dictated by State or Federal law. The City shall provide an allowance to employees annually for the purchase of additional clothing that meets the City's criteria for safety and operational necessity (New employees will receive a pro-rated amount). The City's intent is to provide an allowance of up to \$300.00 to all classifications within the Bargaining Unit. All purchases must be approved by the City and made through the City approved vendor. Fifty percent (50%) or less of unused portions of the allowance can carry over to the next year for up to six (6) months.

~~16.1.1~~ Upon ratification, the City agrees to reimburse employees who are employed in the Journeyman Lineman, Journeyman Tree Trimmer, and Apprentice Lineman classifications and whose job responsibilities require climbing an annual allowance of up to three hundred dollars (\$300.00) for the purchase or rebuild of boots. All other employees will be allowed reimbursement of up to two hundred dollars (\$200.00) for the purchase or rebuild of boots annually.

16.2 All Journeyman Lineman and Apprentices shall furnish the first set of tools. Then the City shall furnish replacements as they are lost, stolen or worn out. All equipment purchased by the City will be stored on City property.

16.3 The City shall provide work gloves as needed and shall be stored on City property.

16.4 Employees requiring prescription lenses shall be reimbursed up to \$325.00 once every two years for prescription safety glasses. Employees shall be required to present receipts for prescription safety glasses to receive reimbursement and will be stored on City property. Safety glasses will be replaced at City expense if the safety glasses are damaged while an employee is performing regular job duties. The City shall purchase and provide safety glasses for those employees who do not require prescription glasses.

ARTICLE 17

SENIORITY

17.1 Seniority is hereby defined to mean the length of continuous service with the City within the bargaining unit. Seniority is a factor for management to consider when making decisions on employee promotion, layoffs, or other employee requests. When management determines that all other factors are equal, seniority shall be the determining factor.

- ✎ **17.2** As opportunities for promotion occur within positions represented by IBEW, they shall be advertised for bid on the bulletin board of the Light and Power office for a minimum of five (5) business days. Employees requesting consideration must submit application materials pursuant to the terms of the bid listing.

In the event that there are less than three (3) qualified employees who submit a written application by the deadline listed for a bid, the City may, at its sole discretion, open the bid for outside application (either within the City or open to the public).

It is mutually understood and agreed by the parties hereto that, because of the City's management responsibilities, the City must be the final judge of the employee's qualifications for employment and promotion. The City may rely on the employment application, examinations of knowledge, skill, and/or ability, records of past performance, and/or other documentation contained in the employee's personnel file to determine suitability for promotion. Employees shall have the right to a meeting with the City on any differences of opinion as to his/her qualification to be considered to fill a new position or vacancy in classifications covered by this Agreement.

If the City promotes one of the top three (3) senior employees who submitted a bid application, such selection shall not be subject to the grievance procedure.

Promotional appointments shall comply with the language contained in Section 13.2 regarding return of probationary employees to their former position during the six (6) month probationary period without recourse to the grievance procedure.

- ✎ **17.3** When employees are laid off because of lack of work, they shall maintain their seniority rights during the layoff period for time equivalent to their length of service, but not to exceed one (1) year.

ARTICLE 18

OUTSIDE EMPLOYMENT

18.1 It is agreed that no employee under this Agreement shall perform gainful outside employment, unless such outside work receives the prior approval of the Director and is compatible with the employee's City duties, in no way detracts from the efficiency of the employee in City duties, presents no conflict of interest with City affairs, in no way discredits City employment, and does not take preference over extra duty required by City employment.

ARTICLE 19

WORKING RULES – MISCELLANEOUS PROVISIONS

19.1 The Union 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 rules, except in those areas superseded by this Agreement. Changes or additions to such rules shall be furnished to the Union, at the time of issuance, and such changes or additions shall be subject to review under the grievance procedure if the Union objects to said rules as violations of this Agreement within thirty (30) days after issuance.

19.2 STANDBY – Department employees may be required to be on call in a standby status for the purpose of responding to customer outages or emergencies pertaining to the Light and Power Department and the City's electric utility system during weekends and/or holiday periods; or for utility disconnects or reconnects on weeknights.

✗ **19.2.1** Standby duty shall be performed by journeyman linemen who hold a current journeyman lineman card, employees who have held a journeyman lineman card prior to their current journeyman position may be placed on standby by mutual agreement. Standby duty for utility disconnects and/or reconnects may be assigned to employees in the meter reader or utility worker classifications. Work assignments for standby shall be made on a rotating basis from week to week.

✗ **19.2.2** Qualified journeyman lineman standby crews, as defined in Section 19.2.1 above, shall be compensated at the rate of two (2) hours on the overtime schedule per person per standby day. Compensation for standby duty shall be for Saturdays, Sundays, and holidays only. Employees who have weekend standby duty shall be expected to be in a standby status from the close of regular work on Friday to the beginning of regular work on Monday. Upon ratification, the City agrees to compensate employees assigned to standby duty four (4) hours on the overtime schedule per person per holiday.

Meter readers or utility workers who are assigned to standby duty by their supervisor will receive one-fourth ($\frac{1}{4}$) of an hour of their overtime rate per person for every four (4) hour period of standby duty. An employee who is unable to report to work or cannot be located shall forfeit standby pay. In the event standby crews are called to work, they shall receive additional compensation at the overtime rate for time actually worked.

19.2.3 The Operations Superintendent shall be notified, when practicable, when additional personnel are necessary for emergency work.

19.2.4 Employees assigned to stand-by duty shall be provided with a pager or other communication device and shall be expected to respond in a timely manner when contacted. They shall be required to be available to receive emergency calls during time periods outside of their normal working hours. Failure to be available or to respond while on stand-by shall result in a loss of stand-by pay.

19.3 NIGHT WORK – When Journeymen are sent out at night to perform repair work which requires working on energized primary equipment or climbing off the ground, not less than two (2) Journeymen shall be required, except for re-fusing transformers and lines.

19.4 CONSTRUCTION – All framing and erection of poles or towers and stringing of wires shall be done by Journeyman Linemen assisted by Helpers, as required. All employees working eighty (80) feet above the ground or higher shall be paid at the rate of double-time (2X) while working at such height. This shall exclude roofs where no exceptional hazards exist and/or aerial man lifts.

19.5 UNDERGROUND – The installation of underground electrical systems when performed by regular qualified employees of the City shall be performed with not more than two (2) Helpers to every Journeyman Lineman. The connection, termination, and maintenance of underground systems shall be performed under applicable rules set forth in the Oregon Occupational Safety and Health Code and the National Electrical Safety Code.

19.6 TREE TRIMMING AND BRUSH CUTTING – Tree trimming and brush cutting shall be performed in accordance with the State of Oregon Occupational Safety and Health Code.

19.6.1 After trees are trimmed from primary areas, or brush is cut from under energized lines, the limbs or brush may be chipped or hauled away by qualified employees.

19.7 APPRENTICE LINEMEN OR APPRENTICE METERMEN – The City may employ in each branch of the Electrical Workers' Trade one (1) Apprentice for each two (2) Journeymen, including Line Foremen, Line Working Foremen, Metermen, Working Foremen and other premium classifications as Journeymen, provided, that with the consent of the Union, the foregoing limitations may be suspended or modified when the need for training additional skilled employees exists. An Apprentice shall work under the direct supervision of a Journeyman.

19.7.1 No Apprentice shall be permitted to work on live wires, apparatus and/or equipment operated at voltages in excess of 750 volts until the fifth six-month period of the apprenticeship.

19.7.2 An Apprentice Meterman shall work under the direct supervision of a Journeyman Meterman and may perform other work as assigned.

19.8 LAYOUT OF WORK – On jobs having a Foreman, employees are not to take directions, orders, or accept the layout of any job from anyone except the Foreman.

19.9 Where the work of an outside employee involves two or more classifications on the same day, the outside employee shall be paid at the higher rate of pay for actual time worked in that higher classification. No Foreman shall, at the same time, perform or supervise work for more than one (1) crew except, however, when two (2) or more

crews are combined for a specified job, the Director or Superintendent shall designate one (1) of the Foremen to be in charge of the job, with no reduction in pay for either Foreman.

19.10 Supervisors and employees outside of the Bargaining Unit shall not handle tools and do that class of work required of a Journeyman except: a) when life or property is in danger and there are no other qualified persons available to do the work, b) when necessary to check the work of others, or c) when necessary to train others.

ARTICLE 20

GRIEVANCE PROCEDURES

20.1 For the purpose of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement, or an alleged violation of this Agreement, or of the laws governing the relationship between the City and employee or unlawful supervisory action which reasonably could be interpreted to endanger the job of an employee or the benefits arising there from.

20.2 Any dispute which arises between the parties during the term of this Agreement shall be handled as follows:

STEP 1 The Steward shall, on behalf of the aggrieved party, present the grievance in writing to the Superintendent within ten (10) working days of its occurrence, not including the day of occurrence or the day upon which the employee became aware of the occurrence. The dispute shall be discussed by the Superintendent, Steward, and the Employee. The Superintendent shall make every effort to reach a satisfactory conclusion within five (5) working days.

STEP 2 If no agreement is reached at Step 1, the employee, groups of employees, or Shop Steward shall present their grievance, in writing, to the Director within ten (10) working days of the response to Step 1. This grievance is to be signed by the grievant. Copies of the written grievance shall also be submitted to the City Manager and the Union Business Manager setting forth:

- (a) the nature of the grievance and the circumstances from which it arose,
- (b) remedy or correction the City or Union requested to make, and
- (c) the Section or Sections of the Agreement, if any, relied upon or claimed to have been violated.

The City and the Union shall endeavor wherever practicable to settle any grievance at this point, such "Settlement Agreement" to be signed by both parties and copies thereof to be furnished to the City Manager and the Union Business Manager. If, however, the employee and the Director do not settle such grievance directly within ten (10) working days after its presentation by the employee, then steps hereafter shall apply. Time frames herein may be extended by mutual agreement.

STEP 3 If no agreement is reached as provided in Step 2, the Union Business Manager or his authorized representative shall submit the grievance, in writing, to the City's authorized representative or representatives within ten (10) working days from the response at Step 2. The Union and the City shall meet to consider the grievance and may call and present witnesses to testify at such meeting and each shall pay all costs of the appearance of any witnesses so called by it. The time frames herein may be extended by mutual agreement.

20.3 If no agreement is reached through the process outlined in Step 3, an arbitrator may be selected at the request of either party to arbitrate the particular grievance. The arbitrator shall be selected jointly by the City and the Union and is to be chosen from a list of five (5) arbitrators residing in Oregon supplied by either the Public Employee Relations Board, State of Oregon, or the Office of the Federal Mediation and Conciliation Service, by lot or mutual agreement. The City and the Union shall each alternatively strike from this list, one (1) name at a time, until only one (1) name remains on the list.

Two (2) days shall be allowed for the striking of each name. The initial striking shall be determined by lot. The name of the arbitrator remaining on the list shall be accepted by both parties.

20.4 During the process of the grievance procedure, there shall be no strike or lockout. The arbitrator shall interpret this Agreement, determine if it has been violated, and determine awards, restitution, and corrective action. The arbitrator shall pass on the admissibility of the evidence. Each of the parties hereto shall provide all books, records, documents, or any other material which, in the opinion of the arbitrator, is relevant to the issue in dispute. The arbitrator's decision shall be final and binding on both parties, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of this Agreement. Neither party to the dispute shall seek judicial review. Should either party fail to promptly proceed with the steps of this grievance procedure or fail or refuse to abide by the decision of the arbitrator, the other party shall be free to take whatever action it deems necessary. The fee of the arbitrator and his incidental expenses shall be borne equally by the parties. Each party shall be responsible for costs of presenting its own case to and in arbitration.

ARTICLE 21

AGENTS OF THE UNION

21.1 Whenever agents of the Union shall visit the place of employment, they shall make their presence known to the Supervisors and Director and shall not interfere with any employee in the performance of his work.

ARTICLE 22
SAVINGS CLAUSE

22.1 Whenever it shall be found that any portion of this Agreement is in violation of any City, State or Federal law, such portion of the Agreement shall become invalid, and the remainder of the Agreement shall remain in effect. The City and the Union agree to negotiate substitute provisions for those Articles that may be in question.

ARTICLE 23
SUBCONTRACTING

23.1 Nothing contained in this Agreement shall act as a bar to the City being able to subcontract out portions of work now being performed under this Agreement when such action would enhance the efficiency of operations or when technological advances make it feasible to do so, provided that the work subcontracted does not result in layoffs.

ARTICLE 24
SCOPE OF AGREEMENT

24.1 The City and the Union shall not be bound by any requirement not specifically stated in this Agreement. The City and the Union are not bound by any unwritten past practices of the City or the Union, unless such past practices or understandings are specifically stated or referred to in this Agreement.

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

ARTICLE 25
HEALTH AND WELFARE

 **25.1** The City shall provide medical, dental and vision insurance benefits to the employee and his dependents comparable to Blue Cross Plan V-E, PPP, Rx 4 medical insurance, Dental II (previously ODS) dental insurance and VSP vision insurance through the CIS Trust. The City shall also offer Kaiser medical, prescription, vision and dental insurance as an alternative to Blue Cross. The City agrees to contribute to employee's health insurance coverage an amount equal to ninety percent (90%) of the Kaiser/Blue Cross medical, dental and vision premiums.

Effective January 1, 2017, the City's premium contribution for full-time employees shall be set at ninety percent (90%) of the full premium cost of either the Kaiser or Blue Cross medical plan plus the full Dental II dental plan premium cost.

Effective January 1, 2018, the City shall provide medical, dental, and vision insurance benefits to the employee and his/her dependents comparable to Blue Cross Copay Plan B, PPP, Rx 4 medical insurance, Dental II dental insurance, and VSP vision insurance through the CIS Trust. The City shall also offer Kaiser Copay Plan B medical, prescription, vision, and dental insurance as an alternative to Blue Cross. The City agrees to contribute to the employee's health insurance coverage an amount equal to ninety-five percent (95%) of the Blue Cross medical and vision premium costs and ninety percent (90%) of the Kaiser medial and vision premium cost. The City's premium contribution for full-time employees shall be set at ninety-five percent (95%) of the full premium cost of the Dental II dental plan premium cost.

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

Cadillac Tax Review: The City will evaluate medical premiums and contributions in May 2019. In the event the aggregate medical contributions provided by the City for either plan offered, including payments for VEBA and FSA or similar, and including employee cost share contributions for premiums, exceed thresholds for the 2020 Cadillac Tax, as provided under the Affordable Care Act, the city will provide notice to the Union to reopen Article 25. If agreement is not reached by September 30, 2019, the parties agree to initiate mediation to resolve the issue.

If no agreement is reached by December 1, 2019, beginning January 1, 2020 and thereafter, if any excise tax under the Affordable Care Act is imposed with reference to the "Cadillac Plan Tax", the individual employee and the City will split the equivalent of the taxable amount imposed equally through payroll deductions.

The City has established a medical savings account Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501(c) (9) of the Internal Revenue Code for each employee of the Union who is eligible for, and enrolls in, one of the City's Health Insurance Plans. The City shall make contributions to each employees account on the date the initial change to the new insurance plan is made, and on January 1 of each year thereafter based on their medical elections as outlined below:

Effective January 1, 2017:

Employee only:	\$400 annually
Employee plus one:	\$800 annually
Employee plus two or more:	\$1,200 annually

Effective January 1, 2018:

Employee only:	\$440 annually
Employee plus one:	\$880 annually
Employee plus two or more:	\$1,320 annually

25.2 Upon retirement from the City service, employees may elect to continue their group medical insurance coverage at their expense.

ARTICLE 26
LONG TERM DISABILITY INSURANCE

26.1 The City shall provide long-term disability insurance, which provides sixty percent (60%) of monthly salary up to a maximum salary of \$4,000 per month, after an eligibility period of ninety (90) days. Premium costs shall be paid in full by the City.

ARTICLE 27
RETIREMENT PLAN

27.1 The City shall provide a defined benefit retirement plan. After six (6) months of full-time regular employment, employees covered by this Agreement are required to participate in the retirement system. The City shall pay the employees' portion of the contribution. Total contributions to the retirement plan shall meet actuarial requirements. Employees who terminate prior to being eligible for vesting rights shall receive one single payment pursuant to Article XII (2) of the City of Forest Grove Retirement Plan.

27.2 The amendments to the retirement plan which were adopted by council Resolution No. 90-58 shall be granted to the members of IBEW. Specifically to include the addition of active IBEW employees under Section VII, Part 3 of the City's Retirement Plan. This provision applies to eligible active employees of the City only and specifically excludes separated employees. The City and the Union agree that the only employees who will be eligible under Section VII, Part 3 are as follows:

Adams, Jeffery	Stickles, James
Hanville, Laurence	Smith, Roy
Hormann, Keith	Temple, Eric
Jansen, Kent	Vandehey, Donald

27.3 Retirees who are members of the City's retiree health insurance plan shall have their premiums reduced by \$65 per month upon reaching the Medicare age of 65. This applies to retired employees only and not dependents.

27.4 An employee eligible to receive disability retirement who is also receiving Workers' Compensation, shall have his/her retirement benefit reduced by the amount of the workers' compensation. Under no circumstances shall an employee's compensation from disability retirement and workers' compensation exceed the employee's average monthly earnings as of the date of disability.

ARTICLE 28
LIFE INSURANCE

28.1 The City shall provide life insurance in an amount equal to an employee's annual salary rounded to the nearest thousand dollars. Premium costs shall be paid in full by the City.

ARTICLE 29
DEFERRED COMPENSATION

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

29.2 The City shall offer to the bargaining unit any IRS tax deferred plans it offers to other City employees.

ARTICLE 30
CLASSIFICATION AND WAGES

30.1 A general wage increase of 1.5% for the following classifications will be retroactive to July 1, 2016, upon ratification of the CBA. All other terms will be effective at time of adoption or as stipulated in the CBA.

Effective January 1, 2017, a general wage increase of 1.0%
 Effective July 1, 2017, a general wage increase of 1.5%.
 Effective January 1, 2018, a general wage increase of 1.0%
 Effective July 1, 2018, a general wage increase of 2.5%.
 Effective July 1, 2019, a general wage increase of 3.0%

CLASSIFICATION	% of JL	Hourly Rate Effective:						
		7/1/15	7/1/16	1/1/17	7/1/17	1/1/18	7/1/18	7/1/19
		<u>2.0%</u>	<u>1.5%</u>	<u>1.0%</u>	<u>1.5%</u>	<u>1.0%</u>	<u>2.5%</u>	<u>3.0%</u>
Line Foreman	115%	49.34	50.07	50.58	51.34	51.85	53.15	54.75
Line Working Foreman	110%	47.19	47.89	48.38	49.10	49.60	50.84	52.37
Foreman – Upgrade Pay	110%	47.19	47.89	48.38	49.10	49.60	50.84	52.37
Meter Relay Foreman	113%	48.48	49.20	49.70	50.44	50.95	52.23	53.80
Meterman Working Foreman	110%	47.19	47.89	48.38	49.10	49.60	50.84	52.37
Lead Substation Meter Relay Technician	107%	45.90	46.59	47.06	47.76	48.25	49.46	50.94
Lead Meter Relay Technician	107%	45.90	46.59	47.06	47.76	48.25	49.46	50.94
Journeyman Lineman	100%	42.90	43.54	43.98	44.64	45.09	46.22	47.61
Journeyman Meterman	100%	42.90	43.54	43.98	44.64	45.09	46.22	47.61
Apprentice, 7th	90%	38.61	39.19	39.58	40.18	40.58	41.60	42.85
Apprentice, 6th	84%	36.04	36.57	36.94	37.50	37.88	38.82	39.99
Apprentice, 5th	80%	34.32	34.83	35.18	35.71	36.07	36.98	38.09
Apprentice, 4th	76%	32.60	33.09	33.42	33.93	34.27	35.13	36.18
Apprentice, 3rd	73%	31.32	31.78	32.11	32.59	32.92	33.74	34.76
Apprentice, 2nd	70%	30.03	30.48	30.79	31.25	31.56	32.35	33.33
Apprentice, 1st	65%	27.89	28.30	28.59	29.02	29.31	30.04	30.95
Groundman	65%	27.89	28.30	28.59	29.02	29.31	30.04	30.95

CLASSIFICATION	% of JL	Hourly Rate Effective:						
		7/1/15	7/1/16	1/1/17	7/1/17	1/1/18	7/1/18	7/1/19
		<u>2.0%</u>	<u>1.5%</u>	<u>1.0%</u>	<u>1.5%</u>	<u>1.0%</u>	<u>2.5%</u>	<u>3.0%</u>
Mechanic, After 4 years		27.93	28.35	28.63	29.06	29.35	30.08	30.98
Mechanic, After 3 years		27.03	27.44	27.71	28.13	28.41	29.12	29.99
Mechanic, After 2 years		26.11	26.50	26.77	27.17	27.44	28.13	28.97
Mechanic, After 1 year		25.03	25.41	25.66	26.04	26.30	26.96	27.77
Mechanic, After 6 months		23.68	24.04	24.28	24.64	24.89	25.51	26.28
Mechanic, Start		22.32	22.65	22.88	23.22	23.45	24.04	24.76
Tree Trimmer Foreman		38.62	39.20	39.59	40.18	40.58	41.59	42.84
Tree Trimmer		34.31	34.82	35.17	35.70	36.06	36.96	38.07
Sr. Utility Worker, Thereafter		29.55	29.99	30.29	30.74	31.05	31.83	32.78
Sr. Utility Worker, After 6 months		26.56	26.96	27.23	27.64	27.92	28.62	29.48
Sr. Utility Worker, Start		23.55	23.90	24.14	24.50	24.75	25.37	26.13
Meter Reader, Thereafter		26.09	26.48	26.74	27.14	27.41	28.10	28.94
Meter Reader, After 6 months		22.14	22.47	22.69	23.03	23.26	23.84	24.56
Meter Reader, Start		18.69	18.97	19.16	19.45	19.64	20.13	20.73

30.2 Each employee shall be paid at one (1) of the steps of the range prescribed for his/her classification. Employee performance shall be evaluated in writing in a format prescribed by the City. Performance evaluations shall be conducted after six (6) months and one (1) year of employment, and on an annual basis thereafter. Merit raises may be granted based on the evaluation of work performance. Whenever an employee is appointed to a position in a higher classification, he/she shall receive at least the nearest higher salary in the new salary range. The merit and promotional salary increases shall be instituted at the beginning of the next pay period following completion of required service or notice of promotion.

****GROUNDMAN POSITION:**

1. Upon acceptance into the Apprenticeship Program, the employee will be eligible for an hourly wage increase to the Apprenticeship, 2nd rate under Article 30.
2. The Groundman position is intended as a training position to begin an Apprenticeship program of the position of Journeyman Lineman within 6 months of hire date. This should in no way be construed as a guarantee that the Groundman will become an Apprentice Journeyman Lineman. The Apprenticeship period typically last 3 ½ years. Should the Groundman not advance into the Apprentice Lineman program, the Groundman will be terminated from employment with the City without recourse to the grievance procedure.
3. The Groundman will serve a 12-month probationary period in addition to the apprenticeship period required to become a Journeyman Lineman pursuant to Article 7.

30.3 Apprentices, as part of their apprenticeship completion, will take the IBEW Local 125 journeyman exam.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____
day of _____, 2016.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 125

CITY OF FOREST GROVE

Travis Eri
Business Manager

Jesse VanderZanden
City Manager

✍ Indicates language change

✖ Indicates renumbering of section, language change

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A place where families and businesses thrive.

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>11.</u>
MEETING DATE:	_____
FINAL ACTION:	_____

CITY COUNCIL MEMORANDUM

WORK SESSION:

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

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

DATE: *November 28, 2016*

SUBJECT: *B&C Applicant Interviews*

BACKGROUND:

Attached you will find the following items for the Boards, Committees, and Commissions interview(s):

- Interview Times Scheduled;
- 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 make determinations to fill the current B&C vacancies. The City is currently accepting B&C annual recruitment applications and reappointment considerations as well. Annual recruitment interview(s) are tentatively scheduled for Council work session on Monday, December 12, 2016.

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2016 BOARDS, COMMITTEES & COMMISSIONS VACANCIES

Reso 2006-10 Adopts B&C Appointment Policy

COMMISSION	REQUIREMENTS	# VACANCIES	EXPIRES
BUDGET Meets in April/May	7 Members – 3 Year Term All Residents Per ORS Reso 1991-57; 1993-07; 2014-65		
COMMITTEE FOR CITIZEN INVOLVEMENT Meets 1 st Tuesday, 5:30 pm	7 Members – 4 Year Term 1 Non-voting Student Advisor	1 – Vacancy 1 – Vacancy	01/31/20 01/31/20
COMMUNITY FORESTRY COMMISSION Meets 3 rd Wednesday, 5:15 pm	Reso 1992-23; 1998-16; 1998-56; 2002-56; Ord 2004-04 7 Members – 3 Year Term 3 Nonresidents – Currently 3 1 Non-voting Student Advisor	1 – Student Vacancy	12/31/17
ECONOMIC DEVELOPMENT COMMISSION Meets 1 st Thursday, Noon	Reso 2007-45; 2008-30 19 Members – 3 Year Term 6 Public/Non-Profit: Chamber; Pacific University; FG School Dist; PCC; L&P; Hispanic Community; 12 Businesses: Large Mfg; Small Mfg; Food/Bev; Wood/Ag; Health/Medical; Residential Developer; Industrial/Commercial Broker; Large Commercial/Retail; Small Commercial/Retail; Financial; Downtown Retail; 1 At-Large 1 Non-voting Student Advisor	1 – Residential Developer 1 – Workforce Development 1 – Student Vacancy	12/31/19 12/31/17 12/31/17
HISTORIC LANDMARKS BOARD Meets 4 th Tuesday, 7:15 pm	Ord 1980-15; 1986-11; 2009-04 7 Members – 4 Year Term 2 Nonresidents – Currently None 1 Non-voting Student Advisor	1 – Vacancy 1 – Student Vacancy	12/31/20 12/31/17
LIBRARY Meets 2 nd Tuesday, 6:30 pm	Per ORS; ORD 1974-1040 7 Members – 2 Year Term 1 Non-voting Student Advisor	1 – Vacancy	12/31/17
PARKS & RECREATION COMMISSION Meets 3 rd Wednesday 7:00 am	Reso 1974-733 9 Members – 4 Year Term 2 Nonresidents – Currently None 3 At-Large; 1 FG School Dist; 5 Park Districts: <u>NNW</u> = Forest Glen, Knox Ridge, Thatcher/Loomis; <u>NW</u> = Lincoln, Hazel Sills, Aquatic Center, Talisman; <u>SW</u> = Rogers; <u>SE</u> = Joseph Gale; <u>NE</u> = Bard and Stites Parks; 1 Non-voting Student Advisor	1 – Student Vacancy	12/31/17
PLANNING COMMISSION Meets 1 st and 3 rd Monday 7:00 pm	Per ORS; Ord 1995-13; 2000-06; 2009-04 7 Members – 4 Year Term 2 Nonresidents – Currently 1 1 Real estate – Currently 1 2 Same trade/occupation – Currently None		
PUBLIC ARTS COMMISSION Meets 2 nd Thursday, 5:00 pm	Reso 2006-06; 2014-70 9 Members – 3 Year Term 1 Non-voting Student Advisor	1 – Student Vacancy	12/31/17
PUBLIC SAFETY ADVISORY COMMISSION Meets 4 th Wednesday 7:30 am	Reso 2015-28 9 Members – 4 Year Term 2 Rural Fire Dist Residents – Currently 1 Non-Voting Reps: Chamber, FG School Dist; Pacific University; Rural Fire Dist 1 Non-voting Student Advisor	1 – At-Large 1 – Fire Dist Resident 1 – Student Vacancy	12/31/17 12/31/20 12/31/17
SUSTAINABILITY COMMISSION Meets 4 th Thursday 6:00 pm	Reso 2013-69 13 Members – 4 Year Term Related to but not limited to: Agricultural Interests; Community/Neighborhood Groups; Economic Backgrounds; Educators; Ethnic/Cultural Affiliations; FG School Dist; Non-Profits; Transportation/Business Practices; Pacific University; Pacific University Student; and FG High School Student	1 – Vacancy (Educator) 1 – Vacancy (Transportation/Business) 1 – Vacancy (Agricultural)	12/31/20 12/31/17 12/31/19 12/31/19

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.



STUDENT ADVISORY BOARDS

B&C Interview
Monday, November 28, 2016
8:35 pm

RECEIVED
OCT 26 REC'D
BY:

(Please complete, print and sign and/or use electronic signature, 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 Student 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 (1-8). Term expires December 31st with the option to apply for reappointment for additional term(s). (Please note: The meeting dates/times are subject to change with advance notice).

- 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
Public Arts Commission 2nd Thursday, 5pm
Public Safety Advisory Commission 4th Wednesday, 7:30am
Sustainability Commission 4th Thursday, 6pm

NAME: Solomon Clapshaw
RESIDENCE ADDRESS: 17th ave
MAILING ADDRESS: 17th ave
SCHOOL: Forest Grove High School
HOME PHONE:
OTHER PHONE:
E-MAIL:
GRADE ENROLLED: 10

Years living in Forest Grove? 5 Live in City limits? Yes How did you hear of this opportunity? Family

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

What ideas do you have for improving "Fair" or "Poor" performance? I believe the city needs something to attract people to the city.

Why are you interested in serving on the Advisory Board/Committee/Commission? Forest Grove is a good city but I believe I can help it improve.

What contributions do you feel you can/will make to the Board/Committee/Commission? I will give information and opinions involving the youth populace of Forest Grove.

What qualifications, skills, or experiences would you bring to the Board/Committee/Commission? In the past I have helped a charter program get a grant from the city to improve the community.

Previous/current appointed offices: None

Previous/current community affiliations or extracurricular activities: I helped design a garden.

If not appointed at this time, may we keep your name on file? Yes No Signature: Date: Oct 22, 2016

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

(Student App 01/14)



CITIZEN ADVISORY BOARDS, (

B&C Interview
Monday, November 28, 2016
8:45 pm

(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).

Table with 2 columns: Board Name and Meeting Schedule. Includes Budget Committee, Committee for Citizen Involvement, Community Forestry Commission, Economic Development Commission, Historic Landmarks Board (marked 1), Library Commission, Parks & Recreation Commission, Planning Commission, Public Arts Commission, Public Safety Advisory Commission, and Sustainability Commission.

NAME: Kelsey M Trostle
RESIDENCE ADDRESS: Princeton Place, Forest Grove, OR
MAILING ADDRESS:
EMPLOYER: Pacific Office Automation

HOME PHONE:
BUSINESS PHONE:
E-MAIL:
OCCUPATION/PROFESSION: Student/Admin

Years living in Forest Grove? 1.5 Live in City limits? Yes How did you hear of this opportunity? City website

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

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

We need a plan to foster the community identity while bridging the gap between the generations and bringing ideas for community involvement and support. Placing updates in the newsletter with the utility bill, updating the website, creating a walking tour, and even a booth at the farmers market would get the word out of changes and what the committee is striving to accomplish.

Why are you interested in serving on the Advisory Board/Committee/Commission?

I want to work with a team that is dedicated and passionate about the preservation of built history and the importance of place in a community. My passion is historic preservation and securing the local identity. I would love the opportunity to make a difference in the city.

What contributions do you feel you can/will make to the Board/Committee/Commission?

My schooling has been tailored to Historic Preservation and Communication. I would be able to help with blending the importance of built history and the community involvement. Having sustainable community involvement is a must in order to have the projects succeed.

What qualifications, skills, or experiences would you bring to the Board/Committee/Commission?

Growing up my father owned a construction company specializing in historic preservation. I have been on these job sites since I was able to swing a hammer. While in college and with that love of old homes I purchased my first 100 year old home at 22 and started my first steps in preservation.

Previous/current appointed or elected offices:

Previous/current community affiliations or activities:

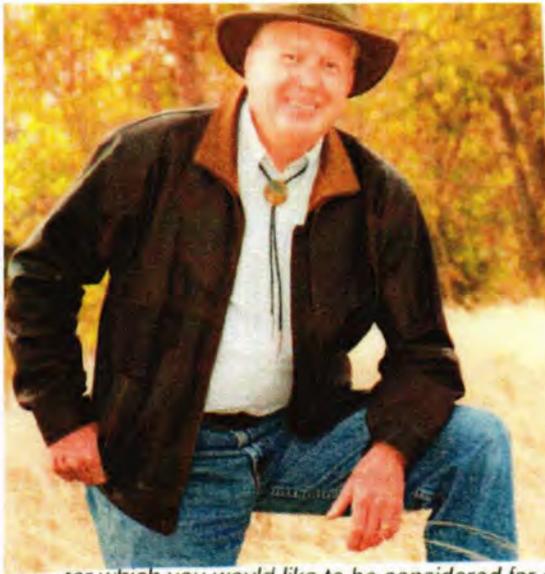
If not appointed at this time, may we keep your name on file?

Yes

No

Signature: [Redacted] Date: 06/21/16
I have sufficient time to devote to this responsibility and will attend the required meetings if appointed.

(App 01/14)



B&C Interview Monday, November 28, 2016 8:55 pm

Office • 503.992.3235
E-mail: aruggles@forestgrove-or.gov

COMMITTEES AND COMMISSIONS APPLICATION

serve on an advisory committee/commission appointed by the City Council. Applications are selection is based on application questions, interview, and a willingness to serve. Students terms and vacancies may vary. Each committee/commission has membership criteria and bsite <http://www.forestgrove-or.gov>. Please checkmark the specific committee/commission for which you would like to be considered for appointment. If interested in multiple boards, please list in the order of preference (1-11).

- 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

Student Grade Level: Post-grad

Reappointment Term(s) Served: _____

FULL NAME: Tom Cook

HOME PHONE: [REDACTED]

ADDRESS: [REDACTED] Limpus Ln

WORK PHONE: _____

CITY / ZIP: Forest Grove

E-MAIL: [REDACTED]

EMPLOYER: _____

OCCUPATION/
PROFESSION: Retired United States Navy Chaplain

Years living in Forest Grove: Reside in City Limits: yes How did you hear of this opportunity:

Please rate the City's current performance: Excellent Good Fair Poor

What ideas do you have for improving "Fair" or "Poor" performance? I am a new resident (moved to Forest Grove end of Sept) My son-in-law transferred with Intell back to Hillsboro thus we moved here. I have no pre-conconcieved ideas

What specific topics interest you that related to the board? Overall health of city,

What contributions do you hope to bring to the board? expereince, insight

List experiences, qualifications and/or skills: Served on two planning commissions in the past: Nyssa, OR and Rainier, WA. Served on budget committee for the City of Nyssa, OR for 5 years. Chamber of Commerce president 4 years.

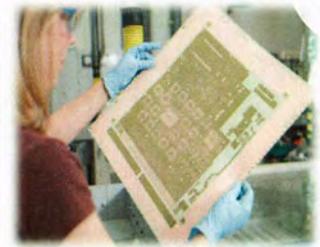
Previous/currently appointed/elected offices: planning commisions, budget committee

Previous/current community affiliations or activities: Lions, American Legion, Chamber of Commerce

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

SIGNATURE: Tom Cook

DATE: 4 November 2016



L&P Rate Increase

Presentation to City Council
Proposed February 2017 Rate Increase
November 28, 2016

A place where businesses and families thrive.

Purpose of Tonight's Presentation

- Staff will be proposing to increase electric rates by 4.75% effective February 2017
- Pursuant to previous Council guidance, staff is proposing to start the public information process ahead of a potential rate increase and is looking for Council consensus to begin the public information process
- Staff is looking to put information about the potential rate increase on the City's website, in the December FYI utility bill stuffer, and in the City's weekly ad in the Forest Grove NewsTimes

History

- The City completed a Cost of Service Study and Rate Design in December 2014.
- The study showed that ongoing rate increases were needed for the Light & Power Dept. to continue recovering the cost of providing service and maintaining an appropriate fund balance.
- Study showed that existing revenue was falling short of meeting current and future needs due to:
 - Existing operating costs not met
 - BPA power costs are projected to increase
 - Costs of new debt service for substation improvements

History (cont.)

- Staff recommended and Council concurred with the rate increases described in the study.
- The rate increases recommended as a result of the study:

Revenue Requirement	FY2015	FY2016	FY2017	FY2018
Proposed Increases	6.00%	6.00%	6.00%	6.00%

- Minimizes rate impacts over time
- Requires the use of \$1.93 million of reserves between FY2015 and FY2017
- Assumes February implementation date for all increases

History (cont.)

- Electric rate were increased:
 - 6% effective January 15, 2015
 - 4.5% effective January 16, 2016
- As part of the Rate Study, the consultant developed a model that can be used on an ongoing basis to project how much rates should change to meet L&P financial goals.
- Rates were increased 4.5% instead of the planned 6% as the model showed that only a 4.5% increase was needed to meet financial goals.

Proposed Rate Increase

- Staff is initially proposing a 4.75% for services provided on or after February 20, 2017, which means customers will see the increase on the bill they receive in April 2017.
- The 4.75% increase consists of:
 - 4.5% for costs included in the Cost of Service Study
 - 0.25% to fund increasing retirement costs for L&P
- During December 2016, staff will:
 - Provide the information on the proposed rate increase to the public.
 - Update the cost model to see if the proposed rate increase maintains the financial goals established during the 2014 Rate Study.

Proposed Rate Increase

- Staff will bring the proposed rate increase to the City Council for a public hearing and approval at either its January 9th or January 23rd meeting.
- Staff is looking for Council consensus to begin the process for the proposed rate increase.

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