



**Malynda Wenzl, Mayor**

Timothy A. Rippe, Council President  
Donna Gustafson, Councilor  
Michael Marshall, Councilor

Karen Martinez, Councilor  
Elena Uhing, Councilor  
Mariana Valenzuela, Councilor

[TVCTV Livestream](#)

[Zoom Webinar](#) Meeting ID: 850 7572 2488 Passcode: 97116

**Americans with Disabilities Act (ADA) Notice:** The City is committed to providing equal access to public meetings. Requests for accommodation can be sent to the City Recorder's Office at least 48 hours before the meeting at: [mwoods@forestgrove-or.gov](mailto:mwoods@forestgrove-or.gov) or 503-992-3235.

**CITY COUNCIL WORK SESSION**

No public comment will be taken. The Council will take no formal action.

**5:30 Downtown Trees: Community Forestry Commission Recommendations**

Staff: Daniel Riordan, Senior Planner

**6:30 City Charter: Process and Ballot**

Staff: Paul Downey, Assistant City Manager/Finance Director

**CITY COUNCIL MEETING**

**A. Call to Order**

1. Roll Call
2. Land Acknowledgement
3. Pledge of Allegiance
4. Proclamation: National Park & Recreation Month
5. Parks & Recreation Annual Awards

**B. Public Comment:** Time provided for anyone wishing to speak to City Council on an item not on the agenda or on the agenda but not scheduled for a public hearing. Comments are limited to 2 minutes unless additional time is granted by the Presiding Officer. The public comment period shall not exceed 30 minutes unless a majority of Councilors present vote to extend the time. Zoom attendees may use the "Raise Hand" option to be called on.

1. Written Public Comment

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

1. Approve Community Forestry Commission Meeting Minutes of 04.17.2024

**D. Additions/Deletions**

1. City Manager
2. Proposed by Councilors

- E. Presentations:** The Council will hold questions until the end of each presentation. A two-minute reminder will be given to the presenter to conclude remarks.

1. **7:15 Parks & Recreation Commission Annual Update**  
Staff: Brad Bafaro, Parks & Recreation Commission Chair
2. **7:30 Loop Trail: Kyle Park Update**  
Staff: Anne Lane, Parks & Recreation Director

**F. Public Hearings, Ordinances, and Resolutions**

1. Public Hearing  
**7:45 RESOLUTION 2024-29 ESTABLISHING SURFACE WATER MANAGEMENT (SWM) RATE FOR THE CITY OF FOREST GROVE, EFFECTIVE JULY 1, 2024 AND REPEALING RESOLUTION NO. 2023-30**  
Staff: Paul Downey, Assistant City Manager/Finance Director
2. Public Hearing  
**7:50 RESOLUTION 2024-30 ESTABLISHING CITY SEWER UTILITY RATES FOR THE CITY OF FOREST GROVE, EFFECTIVE JULY 1, 2024, AND REPEALING RESOLUTION NO. 2023-29**  
Staff: Paul Downey, Assistant City Manager/Finance Director
3. **7:55 RESOLUTION 2024-31 ACCEPTING CLEAN WATER SERVICES SANITARY SEWER UTILITY RATES, SURFACE WATER MANAGEMENT (SWM) RATES, SWM SYSTEM DEVELOPMENT CHARGES (SDC) AND SANITARY SEWER SDC, EFFECTIVE JULY 1, 2024, AND REPEALING RESOLUTION NO. 2023-31**  
Staff: Paul Downey, Assistant City Manager/Finance Director
4. **8:00 RESOLUTION 2024-32 RE-ADOPTING THE INVESTMENT POLICY FOR THE CITY OF FOREST GROVE DATED JUNE 24, 2024, AND REPEALING RESOLUTION NO. 2022-56**  
Staff: Paul Downey, Assistant City Manager/Finance Director

5. **8:05 RESOLUTION 2024-33 MAKING APPOINTMENTS TO CITY OF FOREST GROVE ADVISORY BOARDS, COMMITTEES AND COMMISSIONS**

Staff: Joyce Phillips, Communications & Programs Assistant

6. **8:10 RESOLUTION 2024-34 AUTHORIZING CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE FOREST GROVE SCHOOL DISTRICT (FGSD) TO PROVIDE ENRICHMENT ACTIVITIES FOR STUDENTS OF THE FGSD BETWEEN JUNE, 2024 AND SEPTEMBER, 2024**

Staff: Anne Lane, Parks & Recreation Director

**G. 8:15 Council Communications:**

1. Councilor Reports
2. City Manager's Report
3. Mayor's Report

**CITY COUNCIL WORK SESSION**

No public comment will be taken. The Council will take no formal action.

**8:40 Council Compensation**

Staff: Paul Downey, Assistant City Manager/Finance Director

**H. 9:30 Adjournment**



# **Downtown Street Trees**

## **City Council Work Session**

**Bryan Pohl, Director of Community  
Development**

**Dan Riordan, Senior Planner**

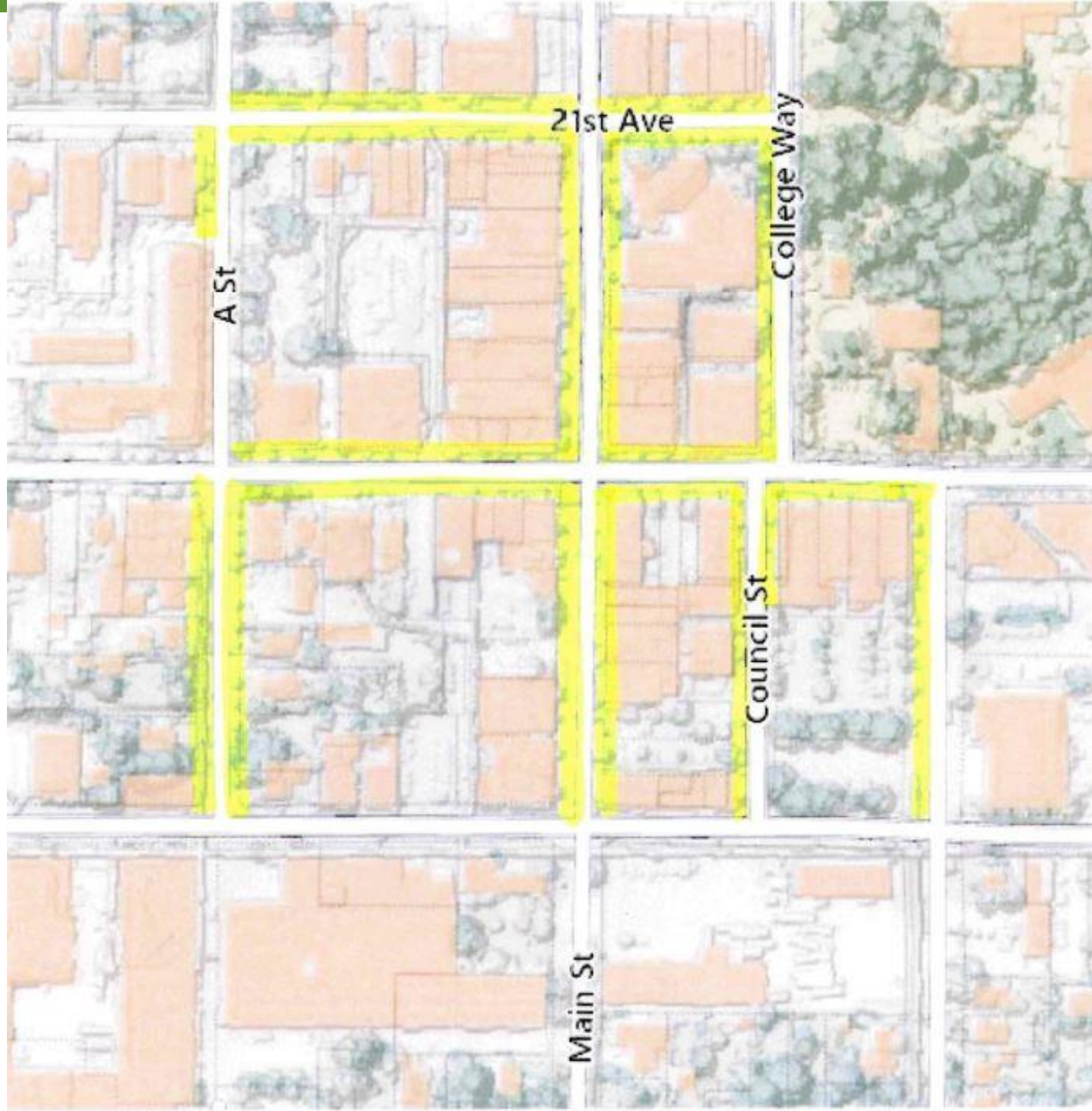
# Work Session Purpose

- Tonight's work session provides an opportunity for a discussion about short and long-term solutions to street tree problems occurring the in the downtown area.



# The Issue

- ❑ The downtown area includes enhanced streetscape not found in other parts of the City.
- ❑ The enhanced streetscape area includes Main Street, Pacific Avenue, 21<sup>st</sup> Avenue, Council Street, College Way and the westside of Ash Street have enhanced streetscape not found in other parts of the City.
- ❑ Installation of the enhanced streetscape started in the late 1990s.
- ❑ The project was funded with a federal Community Development Block Grant and included installation of decorative streetlights, new sidewalks, brick pavers, street trees and 84 metal tree grates.
- ❑ Over the years, time has taken its toll on the streetscape.



# The Issue

## Main Street



# The Issue

## Main Street



# The Issue

## Main Street



# The Issue

## 21<sup>st</sup> Avenue



# The Issue

## Council Street



# The Issue

## Council Street



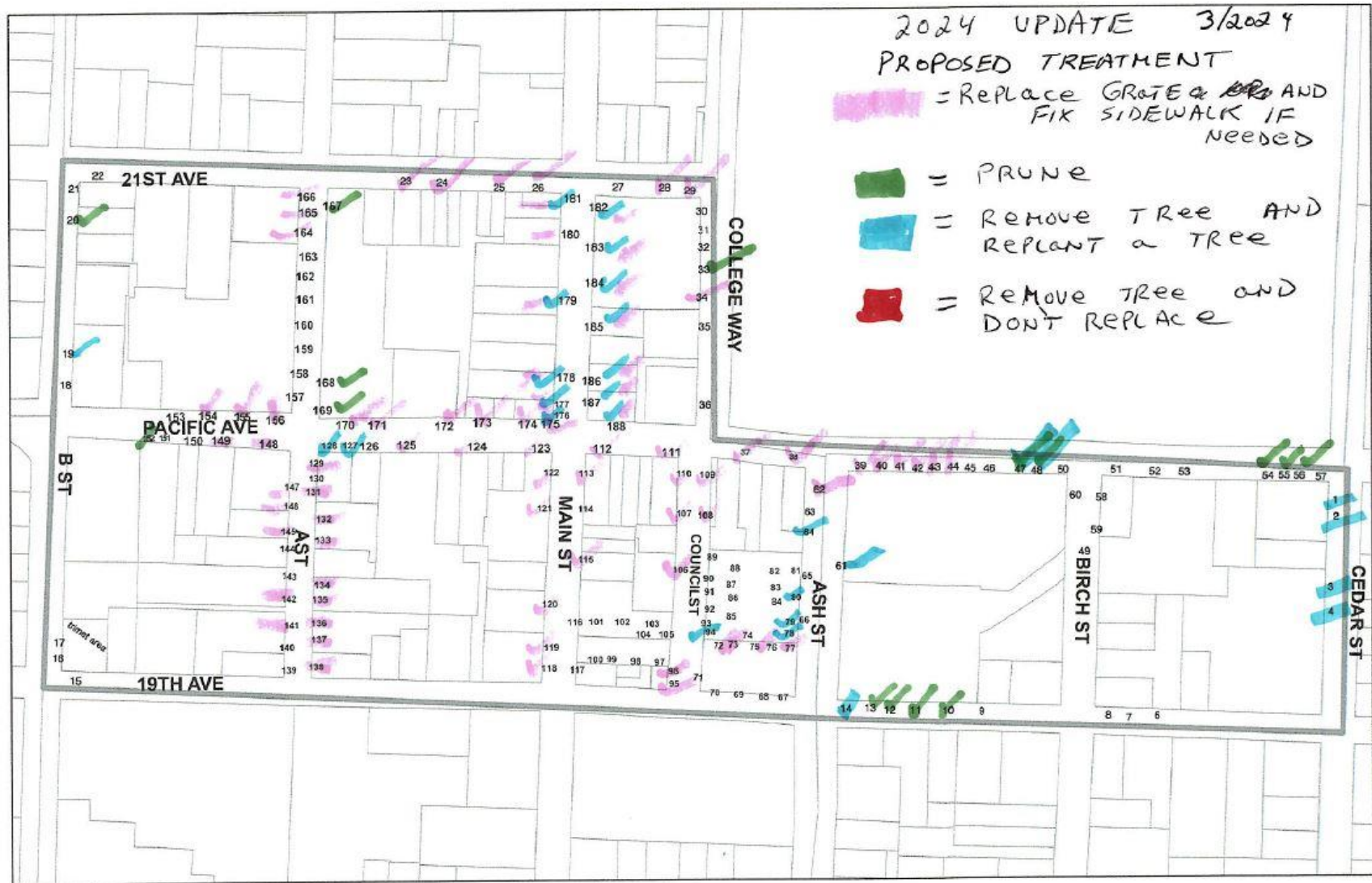
# Background

- ❑ A certified arborist, hired by the City, prepared an assessment of the downtown street trees. The assessment showed:
  - 24 trees were causing conflicts with streets, sidewalk or parking lot clearance and need pruning.
  - 8 trees were noted as having recent cuts to roots or tree base and/or damage from surrounding tree grates. Public Works recently attended to the grates to prevent further damage.
  - 4 trees were identified as needing upper crown and/or structural pruning.
  - 30 trees were affected by compacted soil resulting in exposed or girdled roots.

# Background

- ❑ Earlier this year, several members of the Community Forestry Commission updated the assessment and found:
  - 56 locations where tree grates should be removed due to lifting.
  - 20 trees that should be removed and new trees planted.
  - 13 trees in need of pruning for sidewalk clearance and to address vision clearance issues at street intersection and with signs in the right-of-way.

# Initial Recommendations



# Background

- ❑ The City's Code of Ordinances and Development Code places the burden on property owners adjacent to the public right-of-way for upkeep of the sidewalk and street trees. This requirement applies city-wide including enhanced streetscape area where the City installed the enhanced streetscape.
- ❑ Many of the downtown property owners have trouble keeping up with maintenance and the number of requests for tree removal have increased in recent years.
- ❑ The City budgeted funds and contacted several contractors in 2023 to provide on-call services for tree pruning and removal, removing problem trees, grates, and replanting trees as needed.
  - ❑ No contractors contacted expressed interest in doing the work.

# Background

- ❑ The lack of upkeep of the downtown streetscape has resulted in safety problems.
- ❑ There have been several instances where pedestrians have tripped, and several people have been injured.
- ❑ Due to the severity of the issue a short-term approach is recommended to take care of the most pressing problems.

# A Short-Term Approach

- ❑ The suggested short-term approach for resolving urgent street tree issues includes:
  - Removal of 20 trees identified by the CFC.
  - Pruning 13 trees identified by the CFC for sidewalk clearance and remove visual obstructions.
  - Fix enhanced streetscape in highly compromised areas.
  - Remove all tree grates that are lifted (approximately 56) and fill the planting area with pea gravel for an aesthetic appearance, to reduce weed growth and reduce soil erosion.
- ❑ The estimate cost to complete the short-term approach is approximately \$25-\$35k for tree removal, stump grinding, minor sidewalk repair, filling the planting area with pea gravel and tree pruning.

# Long-Term Approach

- ❑ A long-term approach, intended to address ongoing street tree management, is suggested as follow-up to the short-term approach. With community engagement, the long-term approach would:
  - Identify property owner and City responsibilities for street tree care, if any, in the downtown enhanced streetscape area. This would likely require amending the City's Development Code.
  - Based on established responsibilities for tree care budget funds for downtown street tree maintenance.

# Other Considerations

- ❑ Install plinths for art in select locations where trees are not replanted.
- ❑ Install streetscape lighting, trash cans and benches in the downtown.
- ❑ Implementing street tree recommendations from the Festival Street project:
  - ❑ Updating the City's suggested street tree planting list to remove trees with high allergy potential and to minimize tree care costs.
  - ❑ Establishing a funding mechanism for tree care.
  - ❑ Requiring “engineered” soils when new trees are planted to ensure uncompacted soil is available for root growth.

# Discussion Items

For the Enhanced Streetscape Area:

- ☐ Is there a consensus on the short-term approach?
- ☐ Replacement of trees / Streetscape lighting / Art plinths / Benches / Trash cans
- ☐ Maintenance responsibility
- ☐ Depending on discussion above, is there a consensus to allow staff to work with CFC to comprise a draft plan for Council and public comment that addresses the above issues within the downtown streetscape area?

# Discussion

# **CHARTER REVIEW**

**Work Session: June 24, 2024**

**Paul Downey, Asst. CM/Finance Director**

# Purpose

- Review referendum and ballot process
- Final review of ballot and charter language

# ReCap

- Work Session April 22, 2024
- Work Session May 13, 2024
- Work Session May 28, 2024
  - Requested work session on ballot process.
  - Last opportunity to comment on ballot statement and charter changes prior to July 8 resolution referring charter to voters.

# Referendum and Ballot Process

- July 8, 2024: City Council resolution to refer charter to voters and approve ballot title, summary, and explanatory statement. This is the last opportunity to make changes prior to the August 16 filing deadline.
- August 16: Deadline to file referral text and/or prepared ballot title in order to complete challenge period by deadline to file notice of measure election.
- September 5: Deadline for filing notice to Washington County of measure election and explanatory statement. County assigns a Measure #.
- September 9: Deadline to file measure arguments for the Voters' Pamphlet
- November 5: Election
- Cities do not pay for ballot measure contests (ORS 254.046). However, cities do pay for local public notice for each measure, ranging from \$100-\$500.
- There is no limit to the number of measures that can be referred in a given election.

# City outreach process

- Elected officials may advocate for measure at any time
- Once City Council passes a resolution, no public employee work time may be used to redistribute any material that advocates a political position on the measure.
- City has a webpage regarding the Charter. If a resolution passes, it will be updated to include education materials regarding:
  - Specific ballot title and charter changes
  - Explanatory Statement
  - Question and answer regarding each proposed change
  - A scrolling web banner highlighting the issue
  - Social media posts on Facebook, Nextdoor, Instagram highlighting the issue

# Charter Changes Recap

Council charged Committee to review 4 specific issues:

- Geographic representation (districts/wards) for Council members
  - Recommended no change
- Term limits for Mayor and Council members
  - Recommended no change
- Role of the Mayor and Council President
  - Role of Mayor: change
    - From “The Mayor serves as the political head of the City government” to “The Mayor serves as the primary representative of the Council for the City”
  - Role of Council President: change
    - From no term limits to not being eligible to serve more than two consecutive years and then eligible to serve again after at least a one-year break in service
- City Manager Residency: change
  - The Manager need not reside in the City

# Charter Changes ReCap

- Ordinances, Resolutions & Orders: change
  - Make available in writing for public prior to adoption
- Filling Vacancies: change
  - Allows remaining councilors to fill vacant council positions even if the number of remaining councilors falls below the Charter's quorum and voting requirements.
  - Limit an appointed councilor's term length only to the next general election, rather than the remaining term of the vacating councilor.
- Reasons for Vacancies: change
  - Conviction of a misdemeanor or felony crime
- Consensus to have one ballot measure

# Next Steps

- Comments on ballot process and outreach
- Comments on:
  - Charter Changes
  - Resolution with Ballot Title, Summary and Explanatory Statement

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION CALLING AN ELECTION IN THE CITY OF FOREST GROVE ON  
NOVEMBER 5, 2024 TO AMEND THE CITY'S HOME RULE CHARTER**

**WHEREAS**, in February 2023 the City Council convened a Charter Review Committee ("Committee") to review the City of Forest Grove's current Charter (last updated in 2009); and

**WHEREAS**, the primary function of the Committee was to review the existing Charter to determine if it would adequately serve the community well into the future; and

**WHEREAS**, the Committee originally consisted of eleven voting members appointed by the Council after an open recruitment. The Council appointed at least two members of the Committee who reside in each of the four quadrants of the City of Forest Grove (northeast, northwest, southeast, and southwest). The remaining members were at large; and

**WHEREAS**, the Committee met regularly in open public meetings between August 2023 and March 2024 to develop recommendations and receive public input; and

**WHEREAS**, the Committee finalized its recommendations and final report on March 20, 2024; and

**WHEREAS**, the City Council considered the recommendation at work sessions held on April 22, 2024, May 13, May 28, and June 24, 2024; and

**WHEREAS**, the proposed amendments include updating the duties of the mayor (section 8), requiring the council president position to rotate after two consecutive years (section 9), updating the reasons that may create a council vacancy, and clarifying and updating the process for appointments to vacant positions (sections 31 and 32), creating procedural efficiency (sections 16, 19, 22 and 29), and removing the city manager residency requirement (section 33).

**WHEREAS**, as a result of the above process, the City Council has determined to submit to Forest Grove voters proposed changes to the City Charter.

**Now, Therefore, The City of Forest Grove Resolves as follows:**

Commented [AD1]: Update to standard format

**Section 1.** An election is hereby called for the City of Forest Grove, Washington County, Oregon, to submit to City voters the charter amendments attached as Exhibit A to this resolution.

**Section 2.** Tuesday, November 5, 2024 is designated as the date for holding the election for voting on this measure.

**Section 3.** The Washington County Elections Office will conduct the election. The precincts for said election shall be and constitute all of the territory included within the corporate limits of the City of Forest Grove.

**Section 4.** The ballot title certified and filed by the City Council shall be as follows:

**CAPTION:** City of Forest Grove Home Rule Charter

**QUESTION:** Shall the City of Forest Grove amend the existing Charter?

**SUMMARY:** This measure would update the City's existing home rule Charter. The Oregon Constitution gives city voters the right to adopt and amend charters. Charters grant legal authority to cities and assign duties to city officials. Forest Grove voters last amended the current Charter in 2009.

The proposed Charter amendments include updating the description of the mayor's duties (section 8), requiring the council president position to rotate after two consecutive years (section 9), updating the reasons that may create a council vacancy, and clarifying and updating the process for appointments to vacant positions (sections 31 and 32), amending the start date of each officer's term and procedures for council action (sections 16, 19, 22 and 29), and removing the city manager residency requirement (section 33).

This measure was referred to the voters by the City Council based on recommendations of the Charter Review Committee.

**Section 5:** The explanatory statement certified and filed by the City Council for submission in the Washington County Voters' Pamphlet on behalf of the City shall be as follows:

**EXPLANATORY STATEMENT:**

If approved, this measure would amend the City's current Charter.

The new charter would update the current city charter that was adopted by Forest Grove voters in 2009. The proposed charter amendments are based on the work of the City's 2023-2024 Charter Review Committee. The Committee included the following individuals:

Elysha Johnson, Chair  
Adolph Valfre, Vice Chair  
Bryan Dennis  
Isaac Echeverria  
Wolanda Groombridge  
LaAna Littlefield  
Katherine MacDonald  
Tammi McLaughlin  
Tacy Steele  
Dale Thaler

The City Council approved submitting the amended Charter to voters for approval.

The Oregon Constitution gives city voters the right to adopt home rule charters. A charter grants legal authority to a city government and defines the roles and responsibilities of city officials.

Specific amendments from the existing charter to new charter include:

- Updating the description of the mayor's duties (section 8) to replace the description of the mayor as serving as the City's "political head" with the mayor serving as the "primary representative of the council for the City." This amendment is not intended to substantively impact the mayor's duties, but rather to better reflect the mayor's role as an apolitical council and city representative.
- Requiring the council president position to rotate after two consecutive years (section 9). Although the council appoints the council president annually, this amendment would make a councilor ineligible to serve a third consecutive year as council president. The councilor may be eligible again after a one-year break in service.
- Updating the reasons that may create a council vacancy to include any conviction for a misdemeanor or felony offense (section 31).

- Clarifying and updating the process for appointments to vacant positions (section 32). These proposed amendments include allowing any remaining councilors to fill vacant council positions even if the number of remaining councilors falls below the Charter's quorum and voting requirements.

Because the current Charter does not address this issue, if the number of remaining councilors falls below the quorum (or four seated councilors), state law requires the City either conduct a special election to seat enough councilors to reach the quorum or, if there are no remaining councilors, state law requires the Washington County Board of Commissioners to appoint four councilors. These solutions under state law create delay and expense for the City, and may impact local control. The proposed Charter amendments allow the remaining councilors to immediately appoint a sufficient number of councilors to conduct other city business.

The proposed amendments also limit an appointed councilor's term length only to the next general election, rather than the remaining term of the vacating councilor.

- Removing the city manager residency requirement to allow for more flexibility in the recruitment and selection of city managers (section 33).
- Amending the start date of each officer's term and procedures for council action (sections 16, 19, 22 and 29).

Full text of the proposed amendments and committee report are available here [LINK](#).

**Section 6.** The City Manager and City Recorder shall take all steps on behalf of the City as necessary to carry out the intent and purposes of this resolution in compliance with state and local law, including but not limited to publishing the ballot title as provided by state law, and filing this measure with Washington County Elections Division.

**Section 7.** This resolution is effective immediately upon adoption by the City Council.

**PRESENTED AND PASSED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mariah S. Woods, City Recorder

**APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Malynda H. Wenzel, Mayor

**EXHIBIT A**

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## CHAPTER I

### NAME AND BOUNDARIES

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**SECTION 1. TITLE** This Charter may be referred to as the 2009 **2025** City of Forest Grove Charter.

**SECTION 2. NAME** The City of Forest Grove, Washington County, Oregon continues as a municipal corporation with the name City of Forest Grove.

**SECTION 3. BOUNDARIES** The City includes all territory within its boundaries as they now exist or are legally modified. The City will maintain as a public record an accurate and current description of its boundaries.

## CHAPTER II

### POWERS

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**SECTION 4. POWERS** The City has all powers that the constitutions, statutes and common law of the United States and State of Oregon expressly or impliedly grant or allow the City, as fully as though this Charter specifically enumerated each of those powers.

**SECTION 5. CONSTRUCTION** This Charter will be liberally construed so that the City may exercise fully all powers possible under this Charter and under United States and Oregon law.

**SECTION 6. DISTRIBUTION** The Oregon Constitution reserves initiative and referendum powers as to all municipal legislation to City voters. This Charter vests all other City powers in the Council, except as the Charter otherwise provides. The Council has legislative, administrative, and quasi-judicial authority. The Council exercises legislative authority by ordinance, administrative authority by resolution, and quasi-judicial authority by order. The Council may not delegate its authority to adopt ordinances.

## CHAPTER III

### COUNCIL

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**SECTION 7. COUNCIL** The Council consists of a Mayor and six Councilors nominated and elected from the City at large.

**SECTION 8. MAYOR**

- (a) The Mayor presides over and facilitates Council meetings, preserves order, enforces Council rules, and determines the order of business under Council rules.
- (b) The Mayor is a voting member of the Council and has no veto authority.
- (c) The Mayor, with the consent of Council, appoints members of boards, commissions and committees established by ordinance or resolution.
- (d) The Mayor must sign all records of Council decisions.
- (e) The Mayor serves as the primary representative of the Council for the City ~~political head of the City government.~~

**SECTION 9. COUNCIL PRESIDENT** At its first meeting each year, the Council must elect a President from its membership. No councilor shall serve more than two consecutive one year terms as the President, but shall be eligible to serve again after at least a one year break in service. The President shall not serve for more than two consecutive years. The President presides in the absence of the Mayor and acts as Mayor when the Mayor is unable to perform duties.

**SECTION 10. COUNCIL RULES** The Council must adopt by resolution rules to govern its meetings and proceedings.

**SECTION 11. MEETINGS** The Council must meet at least once a month at a time and place designated by Council rules, and may meet at other times in accordance with the Council rules.

**SECTION 12. QUORUM** A majority of the Council members is a quorum to conduct business, but a smaller number may meet and compel attendance of absent members as prescribed by Council rules.

**SECTION 13. VOTE REQUIRED** The express approval of a majority of a quorum of the Council is necessary for any Council decision, except when this Charter requires approval by a majority of the Council.

**SECTION 14. RECORD** A record of Council meetings must be kept in a

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manner prescribed by the Council rules.

## CHAPTER IV

### LEGISLATIVE AUTHORITY

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**SECTION 15. ORDINANCES** The Council will exercise its legislative authority by adopting ordinances. The enacting clause for all ordinances must state “The City of Forest Grove ordains as follows:”

**SECTION 16. ORDINANCE ENACTMENT**

- (a) Except as authorized by subsection (b), enactment of an ordinance requires approval by a majority of the Council at two meetings.
- (b) The Council may enact an ordinance at a single meeting by unanimous approval by at least five members, provided the proposed ordinance is available to the public at least seven days before the meeting as prescribed by Council rules.
- (c) Any substantive amendment to a proposed ordinance must be read aloud ~~before the Council enacts the ordinance.~~ **or made available in writing to the public before the council adopts the ordinance at that meeting.**
- (d) After the enactment of an ordinance, the vote of each member must be entered into the Council minutes.
- (e) After enactment of an ordinance and signature by the Mayor, the City Recorder must attest to the ordinance by name, title, and date of enactment.

**SECTION 17. EFFECTIVE DATE** Ordinances take effect on the 30<sup>th</sup> day after enactment, or on a later day provided in the ordinance. An ordinance may take effect as soon as enacted or other date less than 30 days after enactment if the ordinance contains an emergency clause.

## CHAPTER V

### ADMINISTRATIVE AUTHORITY

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**SECTION 18. RESOLUTIONS** The Council will normally exercise its administrative authority by adopting resolutions. The adopting clause for all resolutions must state “The City of Forest Grove resolves as follows:”

**SECTION 19. RESOLUTION ADOPTION**

- (a) Adoption of a resolution or any other Council administrative decision requires approval by the Council at one meeting.
- (b) Any substantive amendment to a resolution must be read aloud **or made available in writing to the public before the council adopts the resolution at that meeting** ~~before the Council adopts the resolution.~~
- (c) After adoption of a resolution or other administrative decision, the vote of each member must be entered into the Council minutes.
- (d) After adoption of a resolution and signature by the Mayor, the City Recorder must attest to the resolution by name, title, and date of adoption.

**SECTION 20. EFFECTIVE DATE** Resolutions and other administrative decisions take effect on the date of adoption, or on a later day provided in the resolution.

## CHAPTER VI

### QUASI-JUDICIAL AUTHORITY

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**SECTION 21. ORDERS** The Council will normally exercise its quasi-judicial authority by adopting orders. The adopting clause for all orders must state “The City of Forest Grove orders as follows:”

**SECTION 22. ORDER ADOPTION**

- (a) Adoption of an order or any other Council quasi-judicial decision requires approval by the Council at one meeting.
- (b) Any substantive amendment to an order must be read aloud **or made available in writing to the public before the council adopts the order at that meeting** ~~before the Council adopts the order.~~
- (c) After adoption of an order or other Council quasi-judicial decision, the vote of each member must be entered in the Council minutes.
- (d) After adoption of an order and signature by the Mayor, the City Recorder must attest to the order by name, title, and date of adoption

**SECTION 23. EFFECTIVE DATE** Orders and other quasi-judicial decisions take effect on the date of final adoption, or on a later day provided in the order.

## CHAPTER VII

### ELECTIONS

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**SECTION 24. COUNCILORS** At each general election after adoption of this Charter, three Councilors will be elected for four-year terms. The term of a Councilor in office when this Charter is adopted is the term for which the Councilor was elected.

**SECTION 25. MAYOR** At the 2010 general election and every other general election thereafter, a Mayor will be elected for a four-year term. The term of the Mayor in office when this Charter is adopted is the term for which the Mayor was elected.

**SECTION 26. STATE LAW** City elections must conform to State law, except as this Charter or ordinances provide otherwise. All elections for City offices must be nonpartisan.

#### **SECTION 27. QUALIFICATIONS**

- (a) The Mayor and each Councilor must be a qualified elector under State law, and reside within the City for at least one year immediately before election or appointment to office.
- (b) No person may be a candidate at a single election for more than one City office.
- (c) Neither the Mayor nor a Councilor may be employed by the City.
- (d) The Council is the final judge of the election and qualifications of its members.

**SECTION 28. NOMINATIONS** The Council must adopt an ordinance prescribing the manner for a person to be nominated to run for Mayor or a Councilor position.

**SECTION 29. TERMS** The term of an officer elected at a general election begins at the first council meeting of the year immediately after the election ~~at the first Council meeting immediately after the election is certified by county elections officials,~~ and continues until the successor qualifies and assumes the office.

**SECTION 30. OATH** The Mayor and each Councilor must swear or affirm to faithfully perform the duties of the office and support the constitutions and laws of the United States and State of Oregon, and the Charter, ordinances and resolutions of the City.

**SECTION 31. VACANCIES** The Mayor or a Councilor office becomes vacant:

- (a) Upon the incumbent's:
  - (1) Death,
  - (2) Adjudicated incompetence, or
  - (3) Recall from the office.
- (b) Upon declaration by the Council after the incumbent's:
  - (1) Failure to qualify for the office within 10 days prior to the time the term of office is to begin,
  - (2) Absence from the City for 30 days or from all Council meetings within a 45-day period, without Council consent,
  - (3) Ceasing to reside in the City,
  - (4) Ceasing to be a qualified elector under State law,
  - (5) ~~Conviction of a public offense punishable by loss of liberty,~~  
**Conviction of a misdemeanor or felony crime,**
  - (6) Resignation from the office, or
  - (7) Violation of Section 33(i).

**SECTION 32. FILLING VACANCIES**

- (a) A Mayor or Councilor vacancy will be filled by appointment by a majority of the remaining Council members **notwithstanding any quorum or voting requirements of this Charter.**
- (b) **The appointee's term of office shall begin immediately upon appointment and qualification and shall continue until the first council meeting of the year immediately after the next general election; and if the term of office does not then expire, the remainder of the term shall be filled by election at such general election.** ~~The term of office for the appointee runs from appointment until expiration of the term of office of the last person elected to that office.~~
- (c) **The Council must adopt by ordinance a process for appointing members to vacant council positions.**

- (d)** If a disability prevents a Council member from attending Council meetings or a member is absent from the City, a majority of the Council may appoint a Councilor pro tem.

## CHAPTER VIII

### APPOINTIVE OFFICERS

---

#### **SECTION 33. CITY MANAGER**

- (a) The office of City Manager is established as the administrative head of the City government. The Manager is responsible to the Mayor and Council for the proper administration of all City business. The Manager will assist the Mayor and Council in the development of City policies and carry out policies established by ordinances and resolutions.
- (b) A majority of the Council may appoint and may remove the Manager. The appointment must be made without regard to political considerations and be solely on the basis of education and experience in competencies and practices of local government management.
- (c) ~~The Manager need not reside in the City. at the time of employment, but must within six months become and remain a resident of the City while appointed as Manager. A majority of the Council may modify the contract to extend the time to comply.~~
- (d) The Manager is appointed for a definite or an indefinite term, and may be removed at any time by a majority of the Council. The Council must fill the office by appointment as soon as practicable after a vacancy occurs.
- (e) The Manager must:
  - (1) Attend all Council meetings unless excused by the Mayor or Council;
  - (2) Make reports and recommendations to the Mayor and Council about the needs of the City;
  - (3) Administer and enforce all City ordinances, resolutions, franchises, leases, contracts, permits, and other City decisions;
  - (4) Appoint, supervise, and remove City employees;
  - (5) Organize City departments and administrative structure;
  - (6) Prepare and administer the annual City budget;
  - (7) Administer City utilities and property;
  - (8) Encourage and support regional and intergovernmental cooperation;
  - (9) Promote cooperation among the Council, staff and residents in developing City policies, and building a sense of community;

- (10) Perform other duties as directed by the Council; and
- (11) Delegate duties, but remain responsible for acts of all subordinates.
- (f) The Manager has no authority over the Council or over the judicial functions of the Municipal Judge.
- (g) The Manager and others designated by the Council may sit at Council meetings but have no vote. The Manager may take part in all Council discussions.
- (h) When the Manager is temporarily disabled from acting as Manager or when the office becomes vacant, the Council must appoint a Manager pro tem as prescribed by Council rules. The Manager pro tem has the authority and duties of Manager, except that a Manager pro tem may not appoint or remove employees without Council approval
- (i) No Council member may directly or indirectly attempt to coerce the Manager or a candidate for that office in the appointment or removal of any City employee, or in administrative decisions regarding City property or contracts. Violation of this prohibition is grounds for removal from office by a majority of the Council after a public hearing. In Council meetings, Council members may discuss or suggest anything with the Manager relating to City business.

**SECTION 34. CITY ATTORNEY** The City Attorney is appointed by the Council as the chief legal officer of the City. A majority of the Council will appoint and may remove the Attorney.

**SECTION 35. MUNICIPAL COURT AND JUDGE**

- (a) A majority of the Council may appoint and may remove a Municipal Judge. A Municipal Judge will hold court in the City at such place as the Council directs. The court will be known as the "Municipal Court of the City of Forest Grove".
- (b) All proceedings of this Court will conform to State laws governing justices of the peace and justice courts.
- (c) All areas within the City and areas outside the City as permitted by State law are within the territorial jurisdiction of the Court.
- (d) The Court has jurisdiction over every offense created by City ordinance. The Court may enforce forfeitures and other penalties created by

ordinances. The Court also has jurisdiction under State law unless limited by City ordinance.

- (e) The Municipal Judge may:
  - (1) Render judgments and impose sanctions on persons and property;
  - (2) Order the arrest of anyone accused of an offense against the City;
  - (3) Commit to jail or admit to bail anyone accused of a City offense;
  - (4) Issue and compel obedience to subpoenas;
  - (5) Compel witnesses to appear and testify and jurors to serve for trials before the Court;
  - (6) Penalize contempt of Court;
  - (7) Issue processes necessary to enforce judgments and orders of the Court;
  - (8) Issue search warrants; and
  - (9) Perform other judicial and quasi-judicial functions assigned by ordinance.
- (f) The Council may appoint and may remove Municipal Judge pro tems.
- (g) The Council may transfer some or all of the functions of the Municipal Court to a State court.

## CHAPTER IX

### PERSONNEL

---

**SECTION 36. PERSONNEL RULES.** The Council by resolution will adopt the rules governing recruitment, selection, promotion, transfer, demotion, suspension, layoff, and dismissal of City employees based on merit and fitness.

## CHAPTER X

### MISCELLANEOUS PROVISIONS

---

**SECTION 37. CITY AUDIT** The Council by resolution will approve contracts for annual audits of City accounts and fiscal affairs as required by State law.

**SECTION 38. DEBT** City indebtedness may not exceed debt limits imposed by State law. A Charter amendment is not required to authorize City indebtedness.

**SECTION 39. ORDINANCE CONTINUATION** All ordinances consistent with this Charter in force when it takes effect remain in effect until amended or repealed.

**SECTION 40. REPEAL** All Charter provisions adopted before this Charter takes effect are repealed.

**SECTION 41. SEVERABILITY** The terms of this Charter are severable. If any provision is held invalid by a court, the invalidity does not affect any other term of the Charter.

**SECTION 42. TIME OF EFFECT** This Charter takes effect ~~July 1, 2029~~  
January 1, 2025.

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# PROCLAMATION

## *Designation of July as Park and Recreation Month*

**WHEREAS**, parks and recreation is an integral part of communities throughout this country, including Forest Grove, Oregon; and

**WHEREAS**, our parks and recreation programs are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

**WHEREAS**, parks and recreation increases a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

**WHEREAS**, parks and recreation is a leading provider of healthy meals, nutrition services and education; and

**WHEREAS**, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST GROVE DOES HEREBY PROCLAIM JULY 2024, AS**

### *Parks and Recreation Month — "Where You Belong"*

In Forest Grove, Oregon, Washington County, and encourages all residents of Forest Grove to celebrate the vital role park and recreation professionals play in bringing people together, providing essential services and fostering the growth of our communities.



**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Forest Grove, Oregon, to be affixed this 24<sup>th</sup> day of June, 2024.

*Malynda H. Wenzl*

Malynda H. Wenzl, Mayor, City of Forest Grove

# PROCLAMACIÓN

## Designación de julio como Mes de Parques y Recreación

**CONSIDERANDO QUE**, los programas de parques y recreación son una parte integral de las comunidades en todo el país, incluidos Forest Grove, Oregon; y

**CONSIDERANDO QUE**, nuestros parques y programas de recreación son de vital importancia para establecer y mantener la calidad de vida en nuestras comunidades, garantizar la salud de todos los ciudadanos y contribuir al bienestar económico y ambiental de una comunidad y región; y

**CONSIDERANDO QUE**, los parques y la recreación aumentan la prosperidad económica de una comunidad a través del aumento del valor de las propiedades, la expansión de la base impositiva local, el aumento del turismo, la atracción y retención de negocios y la reducción del crimen; y

**CONSIDERANDO QUE**, parques y recreación es un proveedor líder de comidas saludables, servicios de nutrición y actividades educativas; y

**CONSIDERANDO QUE**, nuestros parques y áreas de recreación natural aseguran la belleza ecológica de nuestra comunidad y brindan un lugar para que niños y adultos se conecten con la naturaleza y se diviertan al aire libre.

**AHORA, POR LO TANTO, EL CONCEJO MUNICIPAL DE LA CIUDAD DE FOREST GROVE PROCLAMA JULIO DE 2024, COMO**

## Mes de Parques y Recreación — “Adónde perteneces”

En Forest Grove, Oregon, condado de Washington, y alienta a todos los residentes de Forest Grove a celebrar el papel vital que desempeñan los profesionales de parques y recreación para unir a las personas, brindar servicios esenciales y fomentar el crecimiento de nuestras comunidades.



**EN TESTIMONIO DE LO CUAL**, firmo la presente y hago que se coloque el sello de la ciudad de Forest Grove, Oregon este 24 de junio de 2024.

*Malynda H Wenzl*

*Malynda Wenzl, Alcalde, Ciudad de Forest Grove*

**Mariah Woods**

---

**From:** noreply@civicplus.com  
**Sent:** Tuesday, June 11, 2024 10:14 AM  
**To:** City Councilors  
**Subject:** Online Form Submittal: Contact City Council

**Caution:** This message came from outside our organization. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department.

Contact City Council

|                                 |                                                                              |
|---------------------------------|------------------------------------------------------------------------------|
| First Name                      | Allan                                                                        |
| Last Name                       | Moreno                                                                       |
| Address                         |                                                                              |
| City                            | Forest Grove                                                                 |
| State                           | OR                                                                           |
| Zip                             | 97116                                                                        |
| Email                           | <a href="mailto:al.moreno27@yahoo.com">al.moreno27@yahoo.com</a>             |
| Whom would you like to contact? | Entire Forest Grove City Council (Includes Mayor Wenzl)                      |
| Would you like a response?      | Yes                                                                          |
| Question / Comment              | How is it that the county and the city can supercede a State of Oregon code? |

Email not displaying correctly? [View it in your browser.](#)

## Mariah Woods

---

**From:** noreply@civicplus.com  
**Sent:** Tuesday, June 11, 2024 10:41 AM  
**To:** City Councilors  
**Subject:** Online Form Submittal: Contact City Council

**Caution:** This message came from outside our organization. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department.

### Contact City Council

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| First Name                      | Allan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Last Name                       | Moreno                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Address                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| City                            | Forest Grove                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| State                           | OR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Zip                             | 97116                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Email                           | <a href="mailto:al.moreno27@yahoo.com">al.moreno27@yahoo.com</a>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Whom would you like to contact? | Entire Forest Grove City Council (Includes Mayor Wenzl)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Would you like a response?      | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Question / Comment              | <p>On 6/6/2024 I had a Forest Grove officer contact me about a dispute. when I tried to explain the issues that where pertinent there seemed to be shift in the officers tone. I was feeling that the officer had some sort of animosity towards what I was trying to convey to the officer who I will name as officer Katie. When I made a request to be heard as to how the officer had gotten my nonpub number I could not get a credible answer from the police department. When I ask a officer if it was a crime to use foul language or to flip a person off in public I was told that neither was a crime. When I ask for a officer to come out to look into a mortorized vechile being operated by a minor who has no license to operate said vechile nor does said person have a license plate for said vechile then I have to take exception and say something is wrong. Now if by chance I am</p> |

in the wrong I am willing to admit it any guidance in this matter  
would be appreciated.

---

Email not displaying correctly? [View it in your browser.](#)

## **Mariah Woods**

---

**From:** David Haworth <ywdave55@gmail.com>  
**Sent:** Wednesday, June 12, 2024 9:30 PM  
**To:** City Councilors  
**Subject:** Data centre power failure, temporary UPS only last 30 minutes!

Caution: This message came from outside our organization. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department.

<https://youtu.be/LeFtwty4Wc?si=XY08kXqvmNaF1A47>

Lets not put this potentially  
disastrous installation in the middle of a neighborhood

Watch this for a short time  
And see the man in charge say I think it may be just the load  
Very scary to have this 100 feet from my back door

"it's obviously getting worse and worse, he says"

Please do the right thing and vote against the crane data center

Dave Haworth

  
forest grove

**Mariah Woods**

---

**From:** noreply@civicplus.com  
**Sent:** Friday, June 14, 2024 7:16 PM  
**To:** City Councilors  
**Subject:** Online Form Submittal: Contact City Council

**Caution:** This message came from outside our organization. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department.

Contact City Council

|                                 |                                                                                                                                                                                                                                                        |
|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| First Name                      | Megan                                                                                                                                                                                                                                                  |
| Last Name                       | Davis                                                                                                                                                                                                                                                  |
| Address                         |                                                                                                                                                                                                                                                        |
| City                            | Forest Grove                                                                                                                                                                                                                                           |
| State                           | Oregon                                                                                                                                                                                                                                                 |
| Zip                             | 97116                                                                                                                                                                                                                                                  |
| Email                           | <a href="mailto:Meganedavis2020@gmail.com">Meganedavis2020@gmail.com</a>                                                                                                                                                                               |
| Whom would you like to contact? | Entire Forest Grove City Council (Includes Mayor Wenzl)                                                                                                                                                                                                |
| Would you like a response?      | Yes                                                                                                                                                                                                                                                    |
| Question / Comment              | Hi, I live across from the skate park. I've noticed children crossing the road with no crosswalk anywhere near. I'd like to start a petition to put in a lighted crosswalk. If you could explain how I would get that started? Thank you for your time |

Email not displaying correctly? [View it in your browser.](#)

## Mariah Woods

---

**From:** Eric Gibson. <oregonhort@gmail.com>  
**Sent:** Monday, June 17, 2024 3:53 PM  
**To:** mayorwheeler@portlandoregon.gov; mayor@bakercity.gov; mayor@ci.coburg.or.us; mayorsmith@cityofgearhart.com; Mayor@ci.white-salmon.wa.us; Rep Valderrama; Rep Fahey  
**Cc:** Senator Jeff Merkley; Rep. Lori Chavez-DeRemer; citymanager@cottagegrove.org; City Councilors; news12li@news12.com; CityManager@cityofprineville.com; rep.annawilliams@oregonlegislature.gov  
**Subject:** More Subject Hatred For Our Citizens and Government Today 6-17-2024.  
**Attachments:** Americans With Compromised Background Checks Are Being Left Behind Rapidly Today..pdf; Inmates Acting Above The Law 2024. (1).pdf; Lady Justice Pic With Added. 2024.pdf

**Caution:** This message came from outside our organization. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department.

Hello- God Bless You. Please feel free to pray about this issue of ours like it's a new puppy waiting for a child's parents ok.

Much love, much respect.

God leads the Way.

Eric G.

## Mariah Woods

---

**From:** David Haworth <ywdave55@gmail.com>  
**Sent:** Monday, June 24, 2024 1:49 PM  
**To:** City Councilors  
**Subject:** The debate of the data center development boom in the DMV | FOX 5 DC

Caution: This message came from outside our organization. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department.

Councilors ,

The placement of an enormous Data Center across the street from Niel Armstrong middle school would be a disaster. The Crain Data Center would destroy the quality of life, the property values, energy prices and harm the Fern Hill estuary.

please watch this short news broadcast from DC. These data centers turn into a cancer, filling, all the available land and sucking all the energy to the point where more energy plants are required.

I love Forest Grove. It is the best run city in the whole United States. I've lived here for 35 years. Full disclosure. YES This would put a 70 foot concrete wall 100 feet from my back door and completely block out the sky and the sun.

please do not approve this project. Thank you very much. video link below

Dave Haworth



[https://youtu.be/Op\\_Y2YYiE?si=xKiURtCKfwqECiN7](https://youtu.be/Op_Y2YYiE?si=xKiURtCKfwqECiN7)



## MINUTES

Wednesday, April 17, 2024

Community Auditorium Conference Room,  
1915 Main Street

*Minutes are unofficial until approved by the Community Forestry Commission  
Approved June 12, 2024*

### A. Call to Order

The February Community Forestry Commission meeting was called to order by Chair Marble at 5:31 PM.

#### 1. Roll Call:

**MEMBERS PRESENT:** Bruce Countryman, David Hunter, Justin Marble, Mark Nakajima

**MEMBERS ABSENT:** Shaun English, Kathy Walden

**CITY LIAISONS PRESENT:** Councilor Marshall, Dan Riordan, Senior Planner

**GUEST PRESENT:** Michael Howell

### B. Public Comment:

#### 1. Written Public Comment: None

#### 2. In-Person or Remote Public Comment: None

### C. Action Items

#### 1. Review and Approve Meeting Minutes for March 20, 2024

The members present read the March minutes. David made a motion, seconded by Mark, to approve the minutes as presented. The motion passed unanimously.

### D. Discussion Items

#### 1a. Arbor Month 2024 Event Debrief

The Commission discussed the City's Arbor Month event held at Joseph Gale Park on April 11th. It was noted that a Western red cedar and Ponderosa pine were planted.

Mark noted that City Parks Supervisor, Tom Martin, contacted the Joseph Gale School office about the tree planting at the park. As a result of Tom's effort, several elementary school classes observed the tree planting. Justin provided the students with background about the significance of Arbor Month and information about the trees planted.

### **1b. Downtown Street Tree Assessment**

Bruce, Justin and Michael Howell completed a visual assessment of the downtown street trees in the area with enhanced streetscape. The purpose of the assessment is to document changes since the 2018/2019 assessment to identify trees that are causing problems and should be prioritized for removal or pruning.

Bruce drafted a report documenting findings from the assessment. The report also identifies alternatives for addressing street tree issues. The report will identify a public involvement strategy and recommendations for implementation. It is hoped that the assessment will provide the basis for a proposal for downtown street tree management for consideration by City Council.

Based on the assessment it was discovered that there are 56 locations where the steel tree grates should be removed and the sidewalk fixed. In addition, the assessment indicates 13 trees should be pruned and 20 trees should be removed and trees replanted.

The Commission began discussing who should be responsible for ensuring the long-term maintenance of street trees. One idea discussed shared responsibility between downtown businesses and property owners and the City. The Commission agreed that additional public outreach is needed before any decisions are made. Bruce suggested attending the Farmers Market to get public feedback.

The Commission also discussed the estimated cost for addressing street tree needs and potential funding sources. It was mentioned that the Urban Renewal Agency funding could be used for tree removal and replanting and reconstructing sidewalks.

Justin suggested that the Commission discuss ways to provide a deliverable to City Council.

### **1c. Community Forestry Commission Annual Report**

Dan presented a draft of the Community Forestry Commission Annual Report that will be presented to City Council on April 22nd. The report highlights the Commission's accomplishments from 2023 and 2024 work program.

Dan went over the Commission's 2023 accomplishments. Noted accomplishments include holding the annual Arbor Month event of April 20, 2023 at Talisman Park, assisting the Public Works Department with an update to the City's street tree planting

specifications to require tree root barriers adjacent to sidewalks in new developments, and monitoring the Emerald Ash Borer situation in Forest Grove.

Dan provided an overview of the Commission's 2024 work program which includes holding the annual Arbor Day tree planting event in April, receiving the annual Tree City USA proclamation from City Council, preparing an evaluation of the downtown street trees to resolve street tree problems, and preparing and submitting the annual application to the Oregon Department of Forestry and Arbor Day Foundation for recertification of Forest Grove as a Tree City USA, and ongoing monitoring of the Emerald Ash Borer situation.

#### **1d. Emerald Ash Borer Update**

Dan informed the Commission that the Oregon Department of Agriculture will be removing Ash trees infected with the Emerald Ash Borer in the City. The Department will be removing trees along Emily Street, Kingwood Street, 12th Avenue, 13th Avenue, and 14th Avenue. Ash Trees will also be removed on Green Court and within the Oregon Department of Transportation railroad corridor right-of-way.

Dan noted that the Oregon Department of Agriculture expects re-emergence of the Emerald Ash Borer in June.

#### **E. Council Liaison Report**

Councilor Marshall provided a brief overview of recent Council matters and noted that City Council is interested in addressing the downtown street tree issues.

#### **F. Staff Liaison Report**

#### **G. Commissioner Reports**

#### **H. Announce Next Meeting and Adjourn:**

David made a motion, second by Mark to adjourn the meeting at 6:13 pm. The next regular meeting date is June 19th.

Respectfully submitted by Dan Riordan, CFC staff liaison



*A place where families and businesses thrive.*

CITY RECORDER USE ONLY:

AGENDA ITEM #: \_\_\_\_\_

MEETING DATE: \_\_\_\_\_

FINAL ACTION: \_\_\_\_\_

## CITY COUNCIL STAFF REPORT

**TO:** *City Council*

**FROM:** *Jesse VanderZanden, City Manager*

**PROJECT TEAM:** *Anne Lane, Parks & Recreation Director*

**MEETING DATE:** *Monday, June 24, 2024*

**SUBJECT TITLE:** *Presentation: Forest Grove Loop Trail Master Plan & Kyle Park Design*

**ACTION REQUESTED:**

|                          |                  |                          |              |                          |                   |                          |               |                                     |                      |
|--------------------------|------------------|--------------------------|--------------|--------------------------|-------------------|--------------------------|---------------|-------------------------------------|----------------------|
| <input type="checkbox"/> | <b>Ordinance</b> | <input type="checkbox"/> | <b>Order</b> | <input type="checkbox"/> | <b>Resolution</b> | <input type="checkbox"/> | <b>Motion</b> | <input checked="" type="checkbox"/> | <b>Informational</b> |
|--------------------------|------------------|--------------------------|--------------|--------------------------|-------------------|--------------------------|---------------|-------------------------------------|----------------------|

*X all that apply*

### **ISSUE STATEMENT:**

The Forest Grove Loop Trail and Kyle Park were both identified future projects in the 2016 Parks, Recreation & Open Space Master Plan. The projects are also listed on the Capital Improvement Project list for fiscal year 2023-2024 as well as City Council Goals & Objectives for 2023 and 2024. The project is being paid for by a Metro Trails Grant and Parks Systems Development Charges (SDC).

### **BACKGROUND:**

The initial phase of the Forest Grove Loop Trail is the development of a project master plan. A Request for Proposals (RFP) was posted on January 4, 2023, and closed on February 17, 2023. We received 3 qualified proposals. Through a committee review and scoring process it was determined that Alta Planning + Design was the preferred consultant for the project.

The design of Kyle Park was included as a deliverable of the Forest Grove Loop Trail Master Plan due to the proximity and intended bicycle programming elements of Kyle Park.

Since the contract was finalized on September 18, 2023, City staff have been meeting regularly with the Alta Planning + Design team and their subcontractor, PLACE.



*A place where families and businesses thrive.*

CITY RECORDER USE ONLY:

AGENDA ITEM #: \_\_\_\_\_

MEETING DATE: \_\_\_\_\_

FINAL ACTION: \_\_\_\_\_

## **CITY COUNCIL STAFF REPORT**

**TO:** *City Council*

**FROM:** *Jesse VanderZanden, City Manager*

**MEETING DATE:** *June 24, 2024*

**PROJECT TEAM:** *Paul Downey, Assistant City Manager/Finance Director  
Gregory Robertson, Public Works Director*

**SUBJECT TITLE:** *RESOLUTION 2024-29 ESTABLISHING SURFACE WATER  
MANAGEMENT (SWM) RATE FOR THE CITY OF FOREST GROVE,  
EFFECTIVE JULY 1, 2024, AND REPEALING RESOLUTION NO. 2023-30*

**ACTION REQUESTED:**

|                          |                          |                          |                                     |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                          | Ordinance                | Order                    | X                                   | Resolution               |                          | Motion                   | Informational            |

*X all that apply*

### **BACKGROUND:**

Starting in FY 2017-18, Clean Water Services (CWS) began setting only the regional rate to cover their portion of stormwater (SWM) costs. This resulted in each local jurisdiction setting a local rate to cover their portion of SWM costs. Staff has attached a resolution adjusting the FY 2024-25 SWM rate for Council consideration.

The City started setting its local SWM rate as of July 1, 2017. CWS is increasing its monthly SWM rate by 4% to \$2.74 per Dwelling Equivalent Unit (DUE) as of July 1, 2023. The City's current SWM fee is \$9.07 per DUE per month and the City is proposing a 4.0% increase to \$9.43 per DUE per month effective July 1, 2024. The City's practice is to match CWS' percentage increase.

### **FISCAL IMPACT:**

The increase to the CWS and the City's SWM rates will increase total costs by \$0.47 per DUE per month from \$11.70 to \$12.17 per month for a single-family residence.

### **STAFF RECOMMENDATION:**

Staff recommends the City Council approve the attached resolution adopting the City local rate for SWM services.

### **ATTACHMENT(s):**

- RESOLUTION 2024-29 ESTABLISHING SURFACE WATER MANAGEMENT (SWM) RATE FOR THE CITY OF FOREST GROVE, EFFECTIVE JULY 1, 2024, AND REPEALING RESOLUTION NO. 2023-30

**RESOLUTION NO. 2024-29**

**RESOLUTION ESTABLISHING SURFACE WATER MANAGEMENT (SWM) RATE  
FOR THE CITY OF FOREST GROVE, EFFECTIVE JULY 1, 2024  
AND REPEALING RESOLUTION NO. 2023-30**

**WHEREAS**, Forest Grove Code Section 52.01 and as set forth in the Agreement with Clean Water Services (CWS), Page 5, Section 4.B., of the Agreement which requires the City to collect rates and charges set by Clean Water Services; and

**WHEREAS**, on July 1, 2017, CWS began to set a regional rate only on the portion of services it provides, with the City setting a local rate for the portion of SWM services the City provides; and

**WHEREAS**, the City set a City SWM fee of \$9.07 per Dwelling Equivalent Unit (DUE) per month effective July 1, 2023, and seeks to increase the fee to \$9.43 per DUE per month; and

**WHEREAS**, the CWS is increasing their regional SWM rate 4% and the City typically matches CWS' percentage increase; and

**WHEREAS**, the increase to the CWS and the City's SWM rates will increase total costs by \$0.47 per DUE per month from \$11.70 to \$12.17 per month for a single-family residence; and

**WHEREAS**, a duly noticed public hearing was held on June 24, 2024.

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

**Section 1.** Effective July 1, 2024, the City of Forest Grove sets a monthly SWM rate of \$9.43 per DUE per month for servicing the local portion of the SWM system that the City is responsible for maintaining. The revenue collected by this fee shall be retained by the City.

**Section 2.** Resolution No. 2023-30 is repealed upon the effective implementation date of the foregoing rates.

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

**PRESENTED AND PASSED** this 24th day of June, 2024.

---

Mariah S. Woods, City Recorder

**APPROVED** by the Mayor this 24th day of June, 2024.

---

Malynda H. Wenzl, Mayor



*A place where families and businesses thrive.*

CITY RECORDER USE ONLY:

AGENDA ITEM #: \_\_\_\_\_

MEETING DATE: \_\_\_\_\_

FINAL ACTION: \_\_\_\_\_

## **CITY COUNCIL STAFF REPORT**

**TO:** *City Council*

**FROM:** *Jesse VanderZanden, City Manager*

**MEETING DATE:** *June 24, 2024*

**PROJECT TEAM:** *Paul Downey, Assistant City Manager/ Finance Director  
Gregory Robertson, Public Works Director*

**SUBJECT TITLE:** *Resolution 2024-30 Establishing City Sewer Utility Rates for the City of Forest Grove, effective July 1, 2024, and repealing Resolution No. 2023-29*

**ACTION REQUESTED:**

|                          |                  |                          |              |                                     |          |                          |                   |                          |                          |               |                          |                          |                      |
|--------------------------|------------------|--------------------------|--------------|-------------------------------------|----------|--------------------------|-------------------|--------------------------|--------------------------|---------------|--------------------------|--------------------------|----------------------|
| <input type="checkbox"/> | <b>Ordinance</b> | <input type="checkbox"/> | <b>Order</b> | <input checked="" type="checkbox"/> | <b>X</b> | <input type="checkbox"/> | <b>Resolution</b> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Motion</b> | <input type="checkbox"/> | <input type="checkbox"/> | <b>Informational</b> |
|--------------------------|------------------|--------------------------|--------------|-------------------------------------|----------|--------------------------|-------------------|--------------------------|--------------------------|---------------|--------------------------|--------------------------|----------------------|

*X all that apply*

### **BACKGROUND:**

Prior to July 1, 2017, Clean Water Services (CWS) set regional and local sewer rates and the City added a surcharge to raise sufficient revenue to cover the costs of operating the local portion of the sewer collection system. The regional rate charged by CWS covers its cost of the sewer collection and treatment system.

Starting in FY 2017-18, CWS began setting only the regional sewer rate to cover its portion of the costs. This left each local jurisdiction to set a local sewer rate to cover its portion of the sewer costs. The City established a local sewer rate in FY 2017-18 and has been adjusting the rate annually since. Staff has attached a resolution adjusting the FY 2024-25 local sewer rate for Council consideration.

Sewer rates were last increased on July 1, 2023. CWS is proposing a 4.0% increase to the regional sewer rates as of July 1, 2024. Staff is proposing a 4.0% increase to the local rate as of July 1, 2024, as it has been the practice to match CWS' rate increase to keep pace with increasing costs. The proposed resolution would increase the local base rate from \$10.29 to \$10.70 per Dwelling Equivalent Unit (DUE) and the use charge from \$0.500 per 1,000 gallons per month to \$0.520 per 1,000 gallons per month.

### **FISCAL IMPACT:**

The increases to the CWS and the City's sanitary sewer rates will increase the total sewer rate for a typical residential customer from \$56.70 to \$59.07 per month for a total increase of \$2.37 per

month based on average residential water consumption of 8ccf or 5,984 gallons per month of winter water usage.

**STAFF RECOMMENDATION:**

Staff recommends the City Council approve the attached resolution adopting the City's local rate for sanitary sewer services.

**ATTACHMENT(s):**

Resolution 2024-30 Establishing City Sewer Utility Rates for the City of Forest Grove, effective July 1, 2024, and repealing Resolution No. 2023-29

**RESOLUTION NO. 2024-30**

**RESOLUTION ESTABLISHING CITY SEWER UTILITY RATES FOR  
THE CITY OF FOREST GROVE, EFFECTIVE JULY 1, 2024,  
AND REPEALING RESOLUTION NO. 2023-29**

**WHEREAS**, Forest Grove Code Section 52.01 and as set forth in the Agreement with Clean Water Services, Page 5, Section 4.B., of the Agreement requires the City to collect rates and charges set by Clean Water Services; and

**WHEREAS**, on July 1, 2017, Clean Water Services began to set a regional rate on the portion of sewer services it provides with the City of Forest Grove setting a local rate for the portion of the sewer services that the City provides; and

**WHEREAS**, the City is increasing its FY 2024-25 local rate by 4.0% to equal the sewer increase proposed by Clean Water Services; and

**WHEREAS**, a duly notice public hearing was held on June 24, 2024.

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

**Section 1.** Effective July 1, 2024, the City of Forest Grove sets the following sanitary sewer utility rates for servicing the local portion of the sewer collection system that the City is responsible to maintain: Monthly Base Charge of \$10.70 per Dwelling Unit Equivalent (DUE) and a Use Charge of \$0.520 per 1,000 gallons per month for individual customer winter average. The revenue collected by this fee shall be retained by the City.

**Section 2.** Resolution No. 2023-29 is repealed upon the effective implementation date of the foregoing rates.

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

**PRESENTED AND PASSED** this 24th day of June, 2024.

\_\_\_\_\_  
Mariah S. Woods, City Recorder

**APPROVED** by the Mayor this 24th day of June, 2024.

\_\_\_\_\_  
Malynda H. Wenzl, Mayor



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CITY RECORDER USE ONLY:

AGENDA ITEM #: \_\_\_\_\_

MEETING DATE: \_\_\_\_\_

FINAL ACTION: \_\_\_\_\_

## **CITY COUNCIL STAFF REPORT**

**TO:** *City Council*

**FROM:** *Jesse VanderZanden, City Manager*

**MEETING DATE:** *June 24, 2024*

**PROJECT TEAM:** *Paul Downey, Assistant City Manager/Finance Director*

**SUBJECT TITLE:** *Resolution 2024-31 Accepting CWS Rates for FY 2024-25*

**ACTION REQUESTED:**

|                          |                          |                                     |                          |                          |                          |                          |                          |
|--------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                          | Ordinance                | Order                               | X                        | Resolution               |                          | Motion                   | Informational            |

*X all that apply*

**BACKGROUND:** Clean Water Services (CWS) sets sewer and surface water management (SWM) rates and charges for maintenance services and it also sets sewer and SWM system development charges (SDC) for capital expenses related to new development. The City Council adopts a resolution authorizing the City to collect those funds on behalf of CWS. Staff has prepared a resolution for Council consideration that authorizes the City to collect these rates and charges based on the rates established by the CWS Board of Directors. CWS has established the following increases to be effective July 1, 2024:

- Sewer rates – 4.0% increase
- SWM rates - 4.0% increase
- Sewer SDC – 2.7% increase from \$6,824 to \$7,009 per equivalent dwelling unit (EDU)
- SWM SDC – 2.7% increase from \$660 to \$678 per EDU.

The City collects CWS' sewer and SWM charges and remits the funds to CWS. The City collects the Sewer SDC and sends CWS 80% of the Sewer SDC fees collected while retaining the 20% that belongs to the City. The City retains all of the SWM SDC but CWS establishes the rate. The impact to the monthly single-family residence for the increases in sewer and SWM fees were discussed in the resolutions increasing the City fees for sewer and SWM.

**FISCAL IMPACT:** The City retains 20% of the Sewer SDC and 100% of the SWM SDC so the City will collect more revenue for each permit issued. The total fiscal impact will be dependent on the number of permits issued.

**STAFF RECOMMENDATION:** Staff recommends the City Council approve the attached resolution accepting CWS rates for sewer and surface water management services.

**ATTACHMENT(s):** Resolution 2024-31

**RESOLUTION NO. 2024-31**

**RESOLUTION ACCEPTING CLEAN WATER SERVICES SANITARY SEWER UTILITY RATES, SURFACE WATER MANAGEMENT (SWM) RATES, SWM SYSTEM DEVELOPMENT CHARGES (SDC) AND SANITARY SEWER SDC, EFFECTIVE JULY 1, 2024, AND REPEALING RESOLUTION NO. 2023-31**

**WHEREAS**, Forest Grove Code Section 52.01(A) and as set forth in the Agreement with Clean Water Services, Page 5, Section 4.B., of the Agreement which requires the City to collect rates and charges set by Clean Water Services (CWS) and that the Council establish those rates annually by resolution; and

**WHEREAS**, Clean Water Services provides the City of Forest Grove sanitary sewer treatment and surface water management (SWM) billed on a per dwelling unit; and

**WHEREAS**, Clean Water Services set regional utility rates for its sewer and SWM utilities, effective July 1, 2024; and

**WHEREAS**, Clean Water Services increased sewer and SWM rates by 4.0% effective July 1, 2024; and

**WHEREAS**, the City will set its local sewer and SWM rates, effective July 1, 2024; and

**WHEREAS**, Clean Water Services Board of Directors increased its SWM System Development Charges (SDC) by 2.7%, raising the fee from \$660 to \$678 per Equivalent Dwelling Unit (EDU), effective July 1, 2024; and

**WHEREAS**, Clean Water Services Board of Directors increased its Sanitary Sewer SDC by 2.7%, raising the fee from \$6,824 to \$7,009 per EDU, effective July 1, 2024; and

**WHEREAS**, the City of Forest Grove will retain 20 percent (20%) of the Sanitary Sewer SDC and 100% of the SWM SDC as set forth by agreement with Clean Water Services.

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

**Section 1.** The City Council authorizes the City to collect Sanitary Sewer and Surface Water Management rates and charges as set forth by Clean Water Services Board of Directors, effective July 1, 2024.

**Section 2.** The City Council authorizes the City to collect Sanitary Sewer and Surface Water Management System Development Charges as set forth by Clean Water Services Board of Directors, effective July 1, 2024.

**Section 3.** The City of Forest Grove shall retain 20 percent (20%) of the Sanitary Sewer System Development Charges and 100 percent (100%) of the SWM System Development Charges as set forth by Clean Water Services Board of Directors to be effective July 1, 2024.

**Section 4.** Resolution No. 2023-31 is repealed upon the effective implementation date of the foregoing rates.

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

**PRESENTED AND PASSED** this 24th day of June, 2024.

\_\_\_\_\_  
Mariah S. Woods, City Recorder

**APPROVED** by the Mayor this 24th day of June, 2024.

\_\_\_\_\_  
Malynda H. Wenzl, Mayor



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CITY RECORDER USE ONLY:

AGENDA ITEM #: \_\_\_\_\_

MEETING DATE: \_\_\_\_\_

FINAL ACTION: \_\_\_\_\_

## **CITY COUNCIL STAFF REPORT**

**TO:** *City Council*

**FROM:** *Jesse VanderZanden, City Manager*

**MEETING DATE:** *June 24, 2024*

**PROJECT TEAM:** *Paul Downey, Assistant City Manager/Finance Director  
Melissa Henderson, Assistant Finance Director*

**SUBJECT TITLE:** *Resolution 2024-32 Re-Adopting the Investment Policy for the City of Forest Grove and Repealing Resolution No. 2022-56*

**ACTION REQUESTED:**

|                          |                  |                          |              |                                     |          |                   |                          |               |                          |                      |
|--------------------------|------------------|--------------------------|--------------|-------------------------------------|----------|-------------------|--------------------------|---------------|--------------------------|----------------------|
| <input type="checkbox"/> | <b>Ordinance</b> | <input type="checkbox"/> | <b>Order</b> | <input checked="" type="checkbox"/> | <b>X</b> | <b>Resolution</b> | <input type="checkbox"/> | <b>Motion</b> | <input type="checkbox"/> | <b>Informational</b> |
|--------------------------|------------------|--------------------------|--------------|-------------------------------------|----------|-------------------|--------------------------|---------------|--------------------------|----------------------|

*X all that apply*

**BACKGROUND:** The City adopted its current Investment Policy on August 22, 2022. To keep the policy current and in line with best practices, the policy requires annual review and adoption by City Council. Staff has reviewed the current investment policy and is recommending no change.

City staff works with the City's outside investment advisor to review the policy on an annual basis to determine if any changes should be proposed. With the most recent policy being adopted on August 22, 2022, and no changes in state investment laws and investment best practices, staff is not proposing any changes to the City's current investment policy. There were numerous changes made when the policy was last adopted by the City Council in 2022. This policy does not apply to the City's Defined Benefit Plan investments which are covered by a separate policy.

The City currently has approximately \$84 million in cash and investments in all funds. Approximately \$27.5 million of those funds are invested in the Local Government Investment Pool (LGIP) which is managed by the Oregon State Treasury. The remainder, approximately \$56.5 million, is invested in US Government Treasuries and Agencies with varying maturity dates through December 8, 2028.

City staff have been working with the outside investment firm to ladder the City's investments outside the LGIP so eventually the City will have smaller investments maturing on an ongoing basis. The Assistant City Manager/Finance Director makes the final decision of all investment decisions.

**FISCAL IMPACT:** The fiscal impact of the changes is dependent on the interest environment at the time funds are available to invest.

**STAFF RECOMMENDATION:** Staff recommends City Council adopt the attached resolution re-adopting the investment policy.

**ATTACHMENT(s):** Resolution 2024-32 Re-Adopting the Investment Policy for the City of Forest Grove and Repealing Resolution No. 2022-56.

**RESOLUTION NO. 2024-32**

**RESOLUTION RE-ADOPTING THE INVESTMENT POLICY FOR THE CITY OF  
FOREST GROVE DATED JUNE 24, 2024, AND REPEALING RESOLUTION NO.  
2022-56**

**WHEREAS**, the City adopted its current Investment Policy in 2022 in Resolution No. 2022-56; and

**WHEREAS**, the Policy requires annual review by staff and re-adoption by City Council, and

**WHEREAS**, staff and the City's investment consultant have reviewed the current Investment Policy and is not recommending any changes.

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

**Section 1.** That the City Council hereby re-adopts the Investment Policy for the City of Forest Grove, attached hereto as Exhibit A, which is incorporated herein.

**Section 2.** Resolution No. 2022-56 is repealed upon enactment of this resolution.

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

**PRESENTED AND PASSED** this 24<sup>th</sup> day of June, 2024.

---

Mariah S. Woods, City Recorder

**APPROVED** by the Mayor this 24<sup>th</sup> day of June, 2024.

---

Malynda H. Wenzl, Mayor

# INVESTMENT POLICY



## DATE ADOPTED:

Original August 22, 2022

Re-adopted June 24, 2024

CITY OF FOREST GROVE

PO Box 326

1924 Council Street

Forest Grove, Oregon 97116

(503) 992-3200

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# CITY OF FOREST GROVE INVESTMENT POLICY

## 1. Purpose

This Investment Policy defines the parameters within which funds are to be invested by the City of Forest Grove (hereafter, "City"). This policy also formalizes the framework, pursuant to ORS 294.135, for the City's investment activities to ensure effective and judicious management of funds within the scope of this policy.

These guidelines are intended to be broad enough to allow designated investment staff to function properly within the parameters of responsibility and authority, yet specific enough to adequately safeguard the investment assets

## 2. Governing Authority

The City's investment program shall be operated in conformance with Oregon Revised Statutes and applicable federal law. Specifically, this investment policy is written in conformance with ORS 294.035; 294.040; 294.052; 294.135; 294.145; and 294.810. All funds within the scope of this policy are subject to laws established by the state of Oregon. Any revisions or extensions of these sections of the ORS shall be assumed to be part of this Investment Policy immediately upon being enacted.

## 3. Scope

This policy applies to all cash related assets included within the scope of the City of Forest Grove's audited financial statements and held directly by the City. The City pools funds to provide for a more efficient investment program. Funds held in trust for the pension portfolios and deferred compensation funds for the employees of the City, which have separate rules, are excluded from these policies. In addition, funds held by trustees or fiscal agents are excluded from these policies, however all funds are subject to Oregon Law. The amount of funds falling within the scope of this policy over the next three years is expected to range between \$30 million and \$80 million.

## 4. General Objectives

The primary objectives, in order of priority, of the City's investment activities are as follows:

**4.1 Preservation of Invested Capital:** The City's investments will be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The goal is to mitigate credit risk and interest rate risk. In investing public funds, the City will not assume unreasonable investment risk to obtain current investment income.

**4.2 Liquidity:** The City's investment portfolio shall remain sufficiently liquid to meet all reasonably anticipated operating requirements. Furthermore, the portfolio should consist largely of securities with active secondary or resale markets. A portion of the portfolio also may be placed in the Oregon Short Term Fund which offers next-day liquidity. Where possible and prudent, the portfolio should be structured so that investments mature concurrent with anticipated demands.

## 4. General Objectives, continued

**4.3 Return:** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into consideration the safety and liquidity needs of the portfolio. Although return consists of both principal return (gains and losses due to market value fluctuations) and income return (yield), this policy discourages active trading and turnover of investments. Investments should generally be held to maturity.

## 5. Standards of Care

**5.1 Prudence:** The standard of prudence to be used by the investment officer in the context of managing financial resources shall be the prudent investor rule, which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probably safety of their capital as well as the probable income to be derived."

The investment officer and staff, acting in accordance with this policy and exercising due diligence, will not be held personally responsible for a specific security's credit risk, market price changes, or loss of principal if securities are liquidated prior to maturity provided that these deviations and losses are reported as soon as practical action is taken to control these adverse developments.

**5.2 Ethics and Conflicts of Interest:** Officers and employees involved in the investment process shall refrain from personal business activity that may conflict with the proper execution of the investment program, or may impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to City Administrator any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any personal financial/investment positions that could be related to the performance of City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales.

## 5. Standards of Care, continued

### 5.3 Delegation of Authority and Responsibilities:

- i. **Governing Body:** The City Council will retain ultimate fiduciary responsibility for invested funds. The governing body will receive reports, pursuant to, and with sufficient detail to comply with ORS 294.085 and 294.155.
- ii. **Delegation of Authority:** Authority to manage investments within the scope of this policy and operate the investment program in accordance with written procedures and internal controls is granted to the Assistant City Manager/Finance Director under review of the City Manager, or his/her designee (herein after referred to as Investment Officer), and derived from the following: ORS 294.035 to 294.053, 294.125 to 294.145, and 294.810.

No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

All participants in the investment process shall seek to act responsibly as custodians of the public trust. No officer or designee may engage in an investment transaction except as provided under the terms of this policy and supporting procedures.

- iii. **Investment Committee:** The City Council may seek to establish an investment committee to provide guidance to the Investment Officer(s) and monitor investment policy compliance.
- iv. **Investment Advisor:** The Investment Officer may engage the services of one or more external investment managers to assist in the management of The City investment portfolio in a manner consistent with this investment policy. Investment advisors may be hired on a non-discretionary basis. If The City hires an investment advisor to provide investment management services, the advisor is authorized to transact with its direct dealer relationships on behalf of the City.

## 6. Transaction Counterparties

**6.1 Broker/Dealers:** The Investment Officer shall determine which broker/dealer firms and registered representatives are authorized for the purposes of investing funds within the scope of this investment policy. A list will be maintained of approved broker/dealer firms and affiliated registered representatives.

The following minimum criteria must be met prior to authorizing investment transactions. The Investment Officer may impose more stringent criteria.

- i. Broker/Dealer firms must meet the following minimum criteria:
  - a. Be registered with the Securities and Exchange Commission (SEC)
  - b. Be registered with the Financial Industry Regulatory Authority (FINRA)
  - c. Provide most recent audited financials
  - d. Provide FINRA Focus Report filings
- ii. Approved broker/dealer employees who execute transactions with The City must meet the following minimum criteria:
  - a. Be a registered representative with the Financial Industry Regulatory Authority (FINRA);
  - b. Be licensed by the state of Oregon;
  - c. Provide certification (in writing) of having read, understood, and agreed to comply with the most current version of this investment policy.
- iii. The Investment Officer may want to establish policy for engaging broker/dealer firms and registered representatives that are more restrictive than stated in this policy. Additional requisites or due diligence items may include:
  - a. Positive references from at least three other local government clients.
  - b. As part of the periodic due diligence review, inquiries with other local government clients with regard to their recent experiences with broker/dealer firms or registered representatives and any change in relationship status.
  - c. Requirement that approved registered representatives provide notification within 30 days of any formal investigations or disciplinary actions initiated by federal or state regulators.
  - d. Requirement that prospective registered representatives have an established history of advising local governments with similar amounts of assets under management.

## 6. Transaction Counterparties, continued

### 6.1 Broker/Dealers: continued

- iv. Periodic (at least annual) review of all authorized broker/dealers and their respective authorized registered representatives will be conducted by the Investment Officer. Factors to consider would be:
  - a. Pending investigations by securities regulators
  - b. Significant changes in net capital
  - c. Pending customer arbitration cases
  - d. Regulatory enforcement actions
- v. The Investment Officer shall maintain and review annually a list of all authorized financial institutions and broker/dealers that are approved to transact with The City for investment purposes.

The Investment Officer or designee may utilize the investment advisor's approved broker/dealer list in lieu of The City's own approved list. The advisor must submit the approved list to The City annually and provide updates throughout the year as they occur. The advisor must maintain documentation of appropriate license and professional credentials of broker/dealers on the list. The annual investment advisor broker/dealer review procedures should include:

- a. FINRA Certification check
  - Firm Profile
  - Firm History
  - Firm Operations
  - Disclosures of Arbitration Awards, Disciplinary and Regulatory Events
  - State Registration Verification
- b. Financial review of acceptable FINRA capital requirements or letter of credit for clearing settlements.

The advisors must provide The City with any changes to the list prior to transacting on behalf of The City.

The advisor may be authorized through the contracted agreement to open accounts on behalf of The City with the broker/dealers on the approved list. The City will receive documentation directly from the brokers for account verification and regulatory requirements.

## 6. Transaction Counterparties, continued

**6.2 Investment Advisors:** A list will be maintained of approved advisors selected by conducting a process of due diligence.

- i. The following items are required for all approved Investment Advisors:
  - a. The investment advisor firm must be registered with the Securities and Exchange Commission (SEC) or licensed by the state of Oregon (Note: Investment advisor firms with assets under management > \$100 million must be registered with the SEC, otherwise the firm must be licensed by the state of Oregon).
  - b. All investment advisor firm representatives conducting investment transactions on behalf of The City must be registered representatives with FINRA.
  - c. All investment advisor firm representatives conducting investment transactions on behalf of The City must be licensed by the state of Oregon.
  - d. Certification, by all of the advisor representatives conducting investment transactions on behalf of this entity, of having read, understood and agreed to comply with this investment policy.
- ii. A periodic (at least annual) review of all authorized investment advisors under contract will be conducted by the Investment Officer to determine their continued eligibility within the portfolio guidelines. The investment Advisor must notify The City immediately if any of the following issues arise while serving under a The City contract:
  - a. Pending investigations by securities regulators.
  - b. Significant changes in net capital.
  - c. Pending customer arbitration cases.
  - d. Regulatory enforcement actions.

**6.3 Depositories:** All financial institutions who desire to become depositories must be qualified Oregon Depositories pursuant to ORS Chapter 295.

## **6. Transaction Counterparties, continued**

### **6.4 Competitive Transactions:**

- i. The Investment Officer shall obtain and document competitive bid information on all investments purchased or sold in the secondary market. Competitive bids or offers should be obtained, when possible, from at least three separate brokers/financial institutions or through the use of a nationally recognized trading platform.
- ii. In the instance of a security for which there is no readily available competitive bid or offering on the same specific issue, then the Investment Officer shall document quotations for comparable or alternative securities.
- iii. When purchasing original issue instrumentality securities, no competitive offerings will be required as all dealers in the selling group offer those securities as the same original issue price. However, the Investment Officer is encouraged to document quotations on comparable securities.
- iv. If an investment advisor provides investment management services, the advisor must retain documentation of competitive pricing execution on each transaction and provide upon request.

## 7. Administration and Operations

**7.1 Delivery vs. Payment:** All trades of marketable securities will be executed (cleared and settled) by delivery vs. payment (DVP) to ensure that securities are deposited in The City safekeeping institution prior to the release of funds.

**7.2 Third Party Safekeeping:** Securities will be held by an independent third-party safekeeping institution selected by the City. All securities will be evidenced by safekeeping receipts in the City of Forest Grove's name. Upon request, the safekeeping institution shall make available a copy of its Statement on Standards for Attestation Engagements (SSAE) No. 16.

**7.3 Internal Controls:** The Investment officer and City Council are jointly responsible for establishing and maintaining an adequate internal control structure designed to reasonably assure that invested funds are invested within the parameters of this Investment policy and, protected from loss, theft or misuse. Specifics for the internal controls shall be documented in writing. The established control structure shall be reviewed and updated periodically by the Investment Officer.

The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived and the valuation of costs and benefits requires estimates and judgments by management.

The internal controls shall address the following points at a minimum:

- i. Compliance with Investment Policy
- ii. Control of collusion
- iii. Separation of transaction authority from accounting and record keeping
- iv. Custodial safekeeping
- v. Avoidance of physical delivery of securities whenever possible and address control requirements for physical delivery where necessary
- vi. Clear delegation of authority to subordinate staff members
- vii. Confirmation of transactions for investments and wire transfers in written or digitally verifiable electronic form
- viii. Dual authorizations of wire and automated clearing house (ACH) transfers
- ix. Staff training
- x. Review, maintenance and monitoring of security procedures both manual and automated

**7.4 External Auditor:** An external auditor shall provide an annual independent review to assure compliance with Oregon state law and City of Forest Grove policies and procedures.

**7.5 Accounting Method:** The City shall comply with all required legal provisions and Generally Accepted Accounting Principles (GAAP). The accounting principles are those contained in the pronouncements of authoritative bodies including, but not necessarily limited to, the Governmental Accounting Standards Board (GASB), the Financial Accounting Standards Board (FASB), the American Institute of Certified Public Accountants (AICPA), and the Securities and Exchange Commission (SEC).

## 8. Authorized and Suitable Investments

**8.1 Permitted Investments:** All investments of the City shall be made in accordance with Oregon Revised Statutes: ORS 294.035 (*Investment of surplus funds of political subdivisions; approved investments*), ORS 294.040 (*Restriction on investments under ORS 294.035*), ORS 294.135 (*Investment maturity dates*), ORS 294.145 (*Prohibited conduct for custodial officer including not committing to invest funds or sell securities more than 14 business days prior to the anticipated date of settlement*), and ORS 294.805 to 294.895 (*Local Government Investment Pool*). If additional types of securities are considered for investment, per Oregon state statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by the City Council. Minimum credit ratings and percentage limitations apply to the time of purchase.

### 8.2 Suitable Investments:

The following lists allowable investment types:

**US Treasury Obligations:** Direct obligations of the United States Treasury whose payment is guaranteed by the United States. [ORS Section 294.035(3)(a)]

**US Agency Obligations:** Federal agency and instrumentalities of the United States or enterprises sponsored by the United States Government (GSE) and whose payment is guaranteed by the United States, the agencies and instrumentalities of the United States or enterprises sponsored by the United States Government. [ORS Section 294.035(3)(a)]

**Municipal Debt:** Lawfully issued debt obligations of the States of Oregon, California, Idaho and Washington and political subdivisions of those states if the obligations have a long-term rating on the settlement date of AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization, or are rated on the settlement date in the highest category for short-term municipal debt by a nationally recognized statistical rating organization. [ORS Section 294.035(3)(c)]

**Corporate Indebtedness:** Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)(3) of the Securities Act of 1933. Corporate indebtedness must be rated on the settlement date AA- or better by S&P or Aa3 or better by Moody's or equivalent rating by any nationally recognized statistical rating organization. [ORS Section 294.035(3)(i)]

**Commercial Paper:** Corporate indebtedness subject to a valid registration statement on file with the Securities and Exchange Commission or issued under the authority of section 3(a)(2) or 3(a)(3) of the Securities Act of 1933, as amended. Commercial Paper must be rated A1 by Standard and Poor's or P1 by Moody's or equivalent rating by any nationally recognized statistical rating organization. Issuer constraints for commercial paper combined with corporate notes will be limited by statute to 5% of market value per issuer. [ORS Section 294.035(3)(i)]

## 8. Authorized and Suitable Investments, continued

### 8.2 Suitable Investments:

**Certificates of Deposit:** Certificates of deposit in insured institutions as defined in ORS 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)].

**Bank Time Deposit/Savings Accounts:** Time deposit open accounts or savings accounts in insured institutions as defined in ORS Section 706.008, in credit unions as defined in ORS Section 723.006 or in federal credit unions, if the institution or credit union maintains a head office or a branch in this state [ORS Section 294.035(3)(d)(e)].

**Bankers' Acceptances:** A short-term credit investment created by a non-financial firm and guaranteed by a qualified financial institution whose short-term letter of credit rating is rated in the highest category without any refinement or gradation by one or more nationally recognized statistical rating organization. For the purposes of this paragraph, "qualified financial institution" means: (i) A financial institution that is located and licensed to do banking business in the State of Oregon; or (ii) A financial institution that is wholly owned by a financial holding company or a bank holding company that owns a financial institution that is located and licensed to do banking business in the State of Oregon. [ORS 294.035(3)(h)]

**Local Government Investment Pool:** State Treasurer's local short-term investment fund up to the statutory limit per ORS Section 294.810.

**8.3 Collateralization:** Time deposit open accounts, Certificates of Deposit and savings accounts shall be collateralized through the state collateral pool for any excess over the amount insured by an agency of the United States government in accordance with ORS 295.018. All depositories must be on the State of Oregon's qualified list. Additional collateral requirements may be required if the Investment Officer deems increased collateral is beneficial to the protection of the monies under The City's management.

**8.4 Approval of Permitted Investments:** If additional types of securities are considered for investment, per Oregon state statute they will not be eligible for investment until this Policy has been amended and the amended version adopted by the City.

## **8. Authorized and Suitable Investments, continued**

### **8.5 Prohibited Investments:**

- i. The City shall not invest in “144A” private placement securities, this includes commercial paper privately placed under section 4(a)(2) of the Securities Act of 1933.
- ii. The City shall not lend securities nor directly participate in a securities lending or reverse repurchase program.
- iii. The City shall not purchase mortgage-backed securities.
- iv. The City shall not purchase, per ORS 294.040, any bonds of issuers listed in ORS 294.035(3)(a) to (c) that have a prior default history.
- v. No commitment to buy or sell securities may be made more than 14 days prior to the anticipated settlement date.

## 9. Investment Parameters

### 9.1 Credit Risk

- i. Diversification: It is the policy of The City to diversify its investments. Where appropriate, exposures will be limited by security type; maturity; issuance, issuer, and security type. Allowed security types and Investment exposure limitations are detailed in the table below.
- ii. Credit Ratings: Investments must have a rating from at least one of the following nationally recognized statistical ratings organizations (NRSRO): Moody's Investors Service; Standard & Poor's; and Fitch Ratings Service as detailed in the table below. Ratings used to apply the guidelines below should be investment level ratings and not issuer level ratings.
- iii. The minimum weighted average credit rating of the portfolio's rated investments shall be AA-/Aa3/AA- by Standard & Poor's; Moody's Investors Service; and Fitch Ratings Service respectively.
- iv. Diversification and Credit Exposure Constraints: The following table limits exposures among investments permitted by this policy.

#### Total Portfolio Diversification Constraints

| Issue Type                       | Maximum % Holdings              | Maximum % per Issuer | Ratings S&P, Moody's, or Equivalent NRSRO | Maximum Maturity |
|----------------------------------|---------------------------------|----------------------|-------------------------------------------|------------------|
| US Treasury Obligations          | 100%                            | None                 | N/A                                       | 5.25 years       |
| US Agency Obligations            | 100%                            | 35%                  | N/A                                       | 5.25 years       |
| Municipal Bonds (OR, CA, ID, WA) | 25%                             | 5%                   | AA- / Aa3 Short Term*                     | 5.25 years       |
| Corporate Notes                  | 35%**                           | 5%***                | AA- / Aa3                                 | 5.25 years       |
| Commercial Paper                 |                                 |                      | A1 / P1                                   | 270 days         |
| Bank Time Deposits/Savings       | 20%                             | None                 | Oregon Public Depository                  | N/A              |
| Certificates of Deposit          | 10%                             | 5%                   | Oregon Public Depository                  | 5.25 years       |
| Banker's Acceptance              | 10%                             | 5%                   | A1 / P1                                   | 180 days         |
| Oregon Short Term Fund           | Maximum allowed per ORS 294.810 | None                 | N/A                                       | N/A              |

\*Short Term Ratings: Moody's - P1/MIG1/VMIG1. S&P - A-1/SP-1, Fitch F1

\*\*35% maximum combined corporate and commercial paper per ORS.

\*\*\*Issuer constraints apply to the combined issues in corporate and commercial paper holdings.

## 9. Investment Parameters, continued

**9.2 Investment Maturity:** The City will not directly invest in securities maturing more than five and a quarter (5.25) years\* from the date of purchase.

- i. The maximum weighted maturity of the total portfolio shall not exceed 2.5 years. This maximum is established to limit the portfolio to excessive price change exposure.
- ii. Liquidity funds will be held in the state pool or in bank money market instruments. Liquidity funds shall, at a minimum represent 2 months budgeted outflows.
- iii. Core funds will be defined as the funds in excess of liquidity requirements. The investments in this portion of the portfolio will have maturities between 1 day and 5.25 years and will only be invested in high quality and liquid securities.

### Total Portfolio Maturity Constraints

| <b>Maturity Constraints</b>          | <b>Minimum % of Total Portfolio</b>        |
|--------------------------------------|--------------------------------------------|
| Under 30 days                        | 10%                                        |
| Under 1 year                         | 25%                                        |
| Under 5.25 years                     | 100%                                       |
| <b>Maturity Constraints</b>          | <b>Maximum of Total Portfolio in Years</b> |
| Weighted Average Maturity            | 2.5 years                                  |
| <b>Security Structure Constraint</b> | <b>Maximum % of Total Portfolio</b>        |
| Callable Agency Securities           | 25%                                        |

\*Exception to 5.25 year maturity maximum: Reserve or Capital Improvement Project monies may be invested in securities exceeding five and a quarter (5.25) years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

## **10. Investment of Proceeds from Debt Issuance**

Investments of bond proceeds are restricted under bond covenants that may be more restrictive than the investment parameters included in this policy. The investments will be made in a manner to match cash flow expectations based on managed disbursement schedules.

Liquidity for bond proceeds will be managed through the OSTF Pool or Bank deposit balances.

Funds from bond proceeds and amounts held in a bond payment reserve or proceeds fund may be invested pursuant to ORS 294.052. Investments of bond proceeds are typically not invested for resale and maturity matched with expected outflows.

Information will be maintained for arbitrage rebate calculations.

## **11. Investment of Reserve or Capital Improvements**

Pursuant to ORS 294.135(1)(b), reserve or capital Improvement project monies may be invested in securities with a maturity of 5.25 years at the maximum when the funds in question are being accumulated for an anticipated use that will occur more than 18 months after the funds are invested, then, upon the approval of the governing body of the county, municipality, school district or other political subdivision, the maturity of the investment or investments made with the funds may occur when the funds are expected to be used. Reserve or Capital Improvement Project monies may be invested in securities exceeding 5.25 years if the maturities of such investments are made to coincide as nearly as practicable with the expected use of the funds.

## **12. Guideline Measurement and Adherence**

**12.1 Guideline Measurement:** Guideline measurements will use market value of investments.

### **12.2 Guideline Compliance:**

- i. If the portfolio falls outside of compliance with adopted investment policy guidelines or is being managed inconsistently with this policy, the Investment Officer shall bring the portfolio back into compliance in a prudent manner and as soon as prudently feasible.
- ii. Violations of portfolio guidelines as a result of transactions; actions to bring the portfolio back into compliance and; reasoning for actions taken to bring the portfolio back into compliance shall be documented and reported to the City Council.
- iii. Due to fluctuations in the aggregate surplus funds balance, maximum percentages for a particular issuer or investment type may be exceeded at a point in time. Securities need not be liquidated to realign the portfolio; however, consideration should be given to this matter when future purchases are made to ensure that appropriate diversification is maintained.

## **13. Reporting and Disclosure**

**13.1 Compliance:** The Investment Officer shall prepare a report at least quarterly that allows the City Council to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the investment oversight body. The report will include, at a minimum, the following:

- i. A listing of all investments held during the reporting period showing: par/face value; accounting book value; market value; type of investment; issuer; credit ratings; and yield to maturity (yield to worst if callable).
- ii. Average maturity of the portfolio at period-end
- iii. Maturity distribution of the portfolio at period-end
- iv. Average portfolio credit quality of the portfolio at period-end
- v. Average weighted yield to maturity (yield to worst if callable investments are allowed) of the portfolio
- vi. Distribution by type of investment
- vii. Transactions since last report
- viii. Violations of portfolio guidelines or non-compliance issues that occurred during the prior period or that are outstanding. This report should also note actions (taken or planned) to bring the portfolio back into compliance.

## **13. Reporting and Disclosure, continued**

### **13.2 Performance Standards/Evaluation:**

- i. The City yields will be compared to the OST Pool rates.
- ii. The portfolio will be invested into a predetermined structure that will be measured against a selected benchmark portfolio. The structure will be based upon a chosen minimum and maximum effective duration and will have the objective to achieve market rates of returns over long investment horizons. The purpose of the benchmark is to appropriately manage the risk in the portfolio given interest rate cycles. The core portfolio is expected to provide similar returns to the benchmark over interest rate cycles but may underperform or outperform in certain periods. The portfolio will be positioned to first protect principal and then achieve market rates of return. The benchmark used will be a 0-3 year or 0-5 year standard market index and comparisons will be calculated monthly and reported quarterly.
- iii. When comparing the performance of the City's portfolio, all fees and expenses involved with managing the portfolio shall be included in the computation of the portfolio's rate of return.
- iv. The mark to market pricing will be calculated monthly and be provided in a monthly report.

**13.3 Audits:** Management shall establish an annual process of independent review by the external auditor to assure compliance with internal controls. Such audit will include tests deemed appropriate by the auditor.

## **14. Policy Maintenance and Considerations**

**14.1 Review:** The investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and return, and its relevance to current law and financial and economic trends.

The annual report should also serve as a venue to suggest policies and improvements to the investment program, and shall include an investment plan for the coming year.

**14.2 Exemptions:** Any investment held prior to the adoption of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested as provided by this policy.

**14.3 Policy Adoption and Amendments:** This Investment Policy and any modifications to this policy must be formally approved in writing by the City Council. Regardless of whether this policy is submitted to the OSTF Board for comment, this policy shall be re-submitted not less than annually to the City Council for approval.

## 15. Glossary of Terms

**Accrued Interest:** The interest accumulated on a security since the issue date or since the last coupon payment. The buyer of the security pays the market price plus accrued interest.

**Agency Securities:** Government sponsored enterprises of the US Government.

**Basis Point:** One-hundredth of 1 percent. One hundred basis points equals 1 percent.

**Bond:** An interest-bearing security issued by a corporation, government, governmental agency, or other body. It is a form of debt with an interest rate, maturity, and face value, and it is usually secured by specific assets. Most bonds have a maturity of greater than one year and generally pay interest semiannually. See Debenture.

**Bond Discount:** The difference between a bond's face value and a selling price, when the selling price is lower than the face value.

**Broker:** An intermediary who brings buyers and sellers together and handles their orders, generally charging a commission for this service. In contrast to a principal or a dealer, the broker does not own or take a position in securities.

**Call:** An option to buy a specific asset at a certain price within a certain period of time.

**Callable:** A bond or preferred stock that may be redeemed by the issuer before maturity for a call price specified at the time of issuance.

**Call Date:** The date before maturity on which a bond may be redeemed at the option of the issuer.

**Collateral:** Securities or other property that a borrower pledges as security for the repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**Commercial Paper:** Short-term, unsecured, negotiable promissory notes issued by businesses.

**Commission:** Broker's or agent's fee for purchasing or selling securities for a client.

**Core Fund:** Core funds are defined as operating fund balance which exceeds the City's daily liquidity needs. Core funds are invested out the yield curve to diversify maturity structure in the overall portfolio. Having longer term investments in a portfolio will stabilize the overall portfolio interest earnings over interest rate cycles.

**Coupon Rate:** The annual rate of interest that the issuer of a bond promises to pay to the holder of the bond.

**Coupon Yield:** The annual interest rate of a bond divided by the bond's face value and stated as a percentage. This usually is not equal to the bond's current yield or its yield to maturity.

**Current Maturity:** The amount of time left until an obligation matures. For example, a one-year bill issued nine months ago has a current maturity of three months.

**Current Yield:** The coupon payments on a security as a percentage of the security's market price. In many instances the price should be gross of accrued interest, particularly on instruments where no coupon is left to be paid until maturity.

**CUSIP:** The Committee on Uniform Security Identification Procedures, which was established under the auspices of the American Bankers Association to develop a uniform method of identifying municipal, U.S. government, and corporate securities.

**Dealer:** An individual or firm that ordinarily acts as a principal in security transactions. Typically, dealers buy for their own account and sell to a customer from their inventory. The dealer's profit is determined by the difference between the price paid and the price received.

## 15. Glossary of Terms, continued

**Delivery:** Either of two methods of delivering securities: delivery vs. payment and delivery vs. receipt (also called “free”). Delivery vs. payment is delivery of securities with an exchange of money for the securities. Delivery vs. receipt is delivery of securities with an exchange of a signed receipt for the securities.

**Discount:** The reduction in the price of a security; the difference between its selling price and its face value at maturity. A security may sell below face value in return of such things as prompt payment and quantity purchase. “At a discount” refers to a security selling at less than the face value, as opposed to “at a premium” when it sells for more than the face value.

**Fannie Mae:** Trade name for Federal National Mortgage Association (FNMA).

**Freddie Mac:** Trade name for Federal Home Loan Mortgage Corporation (FHLMC).

**Full Faith and Credit:** Indicator that the unconditional guarantee of the United States government backs the repayment of a debt.

**General Obligation Bonds (GOs):** Bonds secured by the pledge of the municipal issuer’s full faith and credit, which usually includes unlimited taxing power.

**Government Bonds:** Securities issued by the federal government; they are obligations of the U.S. Treasury; also known as “government bonds.”

**Interest:** Compensation paid or to be paid for the use of money. The rate of interest is generally expressed as an annual percentage.

**Interest Rate:** The interest payable each year on borrowed funds, expressed as a percentage of the principal.

**Investment Portfolio:** A collection of securities held by a bank, individual, institution, or government agency for investment purposes.

**Investment Securities:** Securities purchased for an investment portfolio, as opposed to those purchased for resale to customers.

**Investor:** A person who purchases securities with the intention of holding them to make a profit.

**Liquidity:** The ease at which a security can be bought or sold (converted to cash) in the market. A large number of buyers and sellers and a high volume of trading activity are important components of liquidity.

**Liquidity Component:** A percentage of the total portfolio that is dedicated to providing liquidity needs for the CITY.

**Mark to Market:** Adjustment of an account or portfolio to reflect actual market price rather than book price, purchase price or some other valuation.

**Municipals:** Securities, usually bonds, issued by a state or its agencies. The interest on “munis” is usually exempt from federal income taxes and state and local income taxes in the state of issuance. Municipal securities may or may not be backed by the issuing agency’s taxation powers.

**National Association of Securities Dealers (NASD):** A self-regulatory organization that regulates the over-the-counter market.

**Par Value:** The value of a security expressed as a specific dollar amount marked on the face of the security or the amount of money due at maturity. Par value should not be confused with market value.

**Portfolio:** A collection of securities held by an individual or institution.

**Prudent Man Rule:** A long-standing common-law rule that requires a trustee who is investing for another to behave in the same way as a prudent individual of reasonable discretion and intelligence who is seeking a reasonable income and preservation of capital.

## 15. Glossary of Terms, continued

**Quotation or Quote:** The highest bid to buy or the lowest offer to sell a security in any market at a particular time. See Bid and Asked.

**Spread:** The difference between two figures or percentages. For example, the difference between the bid and asked prices of a quote or between the amount paid when a security is bought and the amount received when it is sold.

**Trade Date:** The date when a security transaction is executed.

**Trader:** Someone who buys and sells securities for a personal account or a firm's account for the purpose of short-term profit.

**Trading Market:** The secondary market for bonds that have already been issued. See Secondary Market.

**Treasury Bill (T-Bill):** An obligation of the U.S. government with a maturity of one year or less. T-bills bear no interest but are sold at a discount.

**Treasury Bonds and Notes:** Obligations of the U.S. government that bear interest. Notes have maturities of one to ten years; bonds have longer maturities.

**Yield:** The annual rate of return on an investment, expressed as a percentage of the investment. Income yield is obtained by dividing the current dollar income by the current market price for the security. Net yield, or yield to maturity, is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

**Yield to Maturity:** The average annual yield on a security, assuming it is held to maturity; equals to the rate at which all principal and interest payments would be discounted to produce a present value equal to the purchase price of the bond.

### Ratings Table – Long-Term

| Three Highest Rating Categories | S&P             | Moody's          | Fitch           | Definition               |
|---------------------------------|-----------------|------------------|-----------------|--------------------------|
|                                 | AAA             | Aaa              | AAA             | Highest credit quality   |
|                                 | AA+, AA, AA-    | Aa1, Aa2, Aa3    | AA+, AA, AA-    | Very high credit quality |
|                                 | A+, A, A-       | A1, A2, A3       | A+, A, A-       | High credit quality      |
|                                 | BBB+, BBB, BBB- | Baa1, Baa2, Baa3 | BBB+, BBB, BBB- | Good credit quality      |
|                                 | BB+, BB, BB-    | Ba1, Ba2, Ba3    | BB+, BB, BB-    | Non-investment grade     |

### Ratings Table – Short-Term

| Highest Rating Category | S&P                               | Moody's         | Fitch   | Definition             |
|-------------------------|-----------------------------------|-----------------|---------|------------------------|
|                         | A1+, A1                           | P1+, P1         | F1+, F1 | Highest credit quality |
|                         | <b>Municipal Commercial Paper</b> |                 |         |                        |
|                         | A-1, A-1+, SP-1+, SP-1            | P1, MIG1, VMIG1 | F1+, F1 | Highest credit quality |

## CITY COUNCIL STAFF REPORT

**TO:** *City Council*

**FROM:** *Jesse VanderZanden, City Manager*

**PROJECT TEAM:** *Joyce Phillips, Communications and Programs Assistant*

**MEETING DATE:** *June 24, 2024*

**SUBJECT TITLE:** *Resolution 2024-33 Making Board and Commission Appointments*

**ACTION REQUESTED:**

|                          |                          |                          |                                     |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                          | Ordinance                | Order                    | X                                   | Resolution               |                          | Motion                   | Informational            |

### **BACKGROUND:**

In November and December of 2023, the Council interviewed and appointed 15 members to boards and commissions. Due to the number of remaining vacancies, the Council requested staff conduct another recruitment for those boards and commissions that still had vacancies. From March 15-April 30, 2024, the city advertised widely and accepted applications. The City Council held a work session on June 10 to interview applicants and reached a consensus on the following appointments:

|                    |                                    |
|--------------------|------------------------------------|
| Sachi Arakawa      | Community Forestry Commission      |
| Michael Howell     | Community Forestry Commission      |
| Eva Conway-McGuire | Committee for Community Engagement |
| Zach Fransen       | Committee for Community Engagement |
| Brad Richards      | Historic Landmarks Board           |
| Claudia Yakos      | Economic Development Commission    |
| Gwyn Hilden        | Economic Development Commission    |
| Angel Falconer     | Planning Commission                |

Each applicant has confirmed their willingness to serve. Once appointed, the Staff Liaison will reach out to the appointee prior to the next Board or Commission meeting to assure they are oriented to the bylaws and rules and regulations for Board or Commission members.

### **STAFF RECOMMENDATION:**

Consider approving attached resolution making Boards and Commission appointments.

### **ATTACHMENTS:**

- Resolution No. 2024-33 Making Board and Commission Appointments

**RESOLUTION NO. 2024-33**

**RESOLUTION MAKING APPOINTMENTS TO CITY  
OF FOREST GROVE ADVISORY BOARDS,  
COMMITTEES AND COMMISSIONS**

**WHEREAS**, Council Rules of Procedure §14 states the policy relating to Advisory Boards, Committees, and Commissions (B/C); and

**WHEREAS**, pursuant to §14.10, Council arrived at a consensus in a work session held on June 10, 2024, to make the B/C appointments noted in the table below.

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

**Section 1.** The City Council appoints the following applicants to the following Boards and Commissions as outlined in the table below:

|                    |                                    |
|--------------------|------------------------------------|
| Sachi Arakawa      | Community Forestry Commission      |
| Michael Howell     | Community Forestry Commission      |
| Eva Conway-McGuire | Committee for Community Engagement |
| Zach Fransen       | Committee for Community Engagement |
| Brad Richards      | Historic Landmarks Board           |
| Claudia Yakos      | Economic Development Commission    |
| Gwyn Hilden        | Economic Development Commission    |
| Angel Falconer     | Planning Commission                |

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

**PRESENTED AND PASSED** this 24th day of June, 2024.

\_\_\_\_\_  
Mariah S. Woods, City Recorder

**APPROVED** by the Mayor this 24th day of June, 2024.

\_\_\_\_\_  
Malynda H. Wenzl, Mayor



*A place where families and businesses thrive.*

CITY RECORDER USE ONLY:

AGENDA ITEM #: \_\_\_\_\_

MEETING DATE: \_\_\_\_\_

FINAL ACTION: \_\_\_\_\_

## CITY COUNCIL STAFF REPORT

**TO:** *City Council*

**FROM:** *Jesse VanderZanden, City Manager*

**PROJECT TEAM:** *Anne Lane, Parks & Recreation Director*

**MEETING DATE:** *June 24, 2024*

**SUBJECT TITLE:** *Intergovernmental Agreement with Forest Grove School District*

**ACTION REQUESTED:**

|                          |                          |                          |                                     |                          |                          |                          |                          |
|--------------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|                          | Ordinance                | Order                    | X                                   | Resolution               |                          | Motion                   | Informational            |

*X all that apply*

### **ISSUE STATEMENT:**

The City of Forest Grove Parks & Recreation Department was invited by the Forest Grove School District (FGSD) to provide recreation and enrichment services between June, 2024 and September, 2024 for students participating in the FGSD Summer School program.

FGSD received funding through Oregon Department of Education (ODE) to provide recreation and enrichment services for summer school participants. The ODE funds received by FGSD will be utilized to compensate the City of Forest Grove for services rendered as outlined in the attached Intergovernmental Agreement (IGA).

It is estimated that approximately 550 youth aged 3 years to 17 years will be served by City of Forest Grove Parks & Recreation this summer that otherwise would not have likely been able to participate in regularly scheduled Parks & Recreation summer programming.

### **ATTACHMENT(S):**

- Resolution No. 2024-34
- Exhibit A: Intergovernmental Agreement Between City of Forest Grove and Forest Grove School District to Provide Summer Enrichment Activities for Students of the Forest Grove School District Between June and September 2024

**RESOLUTION NO. 2024-34**

**RESOLUTION AUTHORIZING CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE FOREST GROVE SCHOOL DISTRICT (FGSD) TO PROVIDE ENRICHMENT ACTIVITIES FOR STUDENTS OF THE FGSD BETWEEN JUNE, 2024 AND SEPTEMBER, 2024**

**WHEREAS**, the Forest Grove School District (FGSD) invited City of Forest Grove Parks & Recreation to provide summer enrichment activities; and

**WHEREAS**, the FGSD will provide all necessary funding to City of Forest Grove Parks & Recreation to provide enrichment activities that are in a welcoming environment where all are equally and safely invited to utilize Parks & Recreation facilities, programs, activities, events, equipment, and materials; and

**WHEREAS**, the City of Forest Grove Parks & Recreation staff developed a budget and programming plan in May, 2024, and the receipt authority has been budgeted in the Fiscal Year 2024-2025 budget; and

**WHEREAS**, the Forest Grove School District approved the plan in June 2024; and

**WHEREAS**, by authorizing the City Manager to enter into an intergovernmental agreement with the FGSD through this Resolution, the City Council agrees to the budget and programming plan set forth in the attached Intergovernmental Agreement; and

**WHEREAS**, the City believes a partnership with the Forest Grove School District to deliver enrichment activities is in the best interest of the community.

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

**Section 1.** The City Council hereby authorizes the City Manager sign Exhibit A, entering into an intergovernmental agreement with the Forest Grove School District.

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

**PRESENTED AND PASSED** this 24<sup>th</sup> day of June 2024.

---

Mariah S. Woods, City Recorder

**APPROVED** by the Mayor this 24<sup>th</sup> day of June 2024.

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Malynda H. Wenzl, Mayor

## **INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement ("Agreement") is between the Forest Grove School District ("Agency") and the City of Forest Grove ("Contractor"), each a "Party" and, together, the "Parties".

### **SECTION 1: AUTHORITY**

This Agreement is authorized by ORS 190.110.

### **SECTION 2: PURPOSE**

Contractor shall deliver the Services, as described in this Agreement to provide Summer enrichment activities for students of the Forest Grove School District between June and September 2024.

### **SECTION 3: EFFECTIVE DATE AND DURATION**

This Agreement shall be effective on the date this Agreement has been fully executed by every Party, and, unless extended or terminated earlier in accordance with its terms, will expire on August 30, 2024.

### **SECTION 4: AUTHORIZED REPRESENTATIVES**

#### **4.1 Agency's Authorized Representative is:**

Arturo Lomeli, Director of Teaching and Learning  
Forest Grove School District  
1728 Main Street, Forest Grove, Oregon 97116  
503-357-6171  
alomeli@fgsd.k12.or.us

#### **4.2 Contractor's Authorized Representative is:**

Anne Lane, Director of Parks and Recreation  
City of Forest Grove  
1924 Council Street, Forest Grove, Oregon 97116  
503-992-3237  
alane@forestgrove-or.gov

#### **4.3 A Party may designate a new Authorized Representative by written notice to the other Party.**

### **SECTION 5: RESPONSIBILITIES OF EACH PARTY**

#### **5.1 Contractor shall perform the work set forth in each Statement of Work (Exhibit A), attached hereto and incorporated herein by this reference.**

5.2 Agency will pay Contractor as described in Section 6.

## **SECTION 6: COMPENSATION AND PAYMENT TERMS**

Unless otherwise provided in Exhibit A, the period shall be one calendar month. Payments are due and payable 30 days from receipt of Contractor's complete invoice or 15 days after payment is approved by the Agency, whichever is earlier. Payment will be made after completion of work and delivery of deliverables in accordance with Exhibit A.

## **SECTION 7: REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants to Agency that:

- 7.1 Contractor has the power and authority to enter into and perform this Agreement;
- 7.2 The making and performance by Contractor of this Agreement (a) have been duly authorized by Contractor, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Contractor's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Contractor is party or by which Contractor may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Contractor of this Agreement, other than those that have already been obtained;
- 7.3 This Agreement has been duly executed and delivered by Contractor and constitutes a legal, valid and binding obligation of Contractor enforceable in accordance with its terms;
- 7.4 Contractor has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Contractor will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 7.5 Contractor shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this section are in addition to, and not in lieu of, any other representations or warranties provided by Contractor.

## **SECTION 8: GOVERNING LAW, CONSENT TO JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between Agency or any other agency or department of the State of Oregon, or both, and Contractor that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Washington County for the State of

Oregon; provided, however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

## **SECTION 9: OWNERSHIP OF WORK PRODUCT**

**9.1** As used in this Section 9 and elsewhere in this Agreement, the following terms have the meanings set forth below:

**9.1.1 "Contractor Intellectual Property"** means any intellectual property owned by Contractor and developed independently from the work under this Agreement.

**9.1.2 "Third Party Intellectual Property"** means any intellectual property owned by parties other than Contractor or Agency.

**9.1.3 "Work Product"** means every invention, discovery, work of authorship, trade secret or other tangible or intangible item that Contractor is required to deliver to Agency under this Agreement, and all intellectual property rights therein.

**9.2** All Work Product created by Contractor under this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of Agency. Agency and Contractor agree that any Work Product that is an original work of authorship created by Contractor under this Agreement is a "work made for hire" of which Agency is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created by Contractor under this Agreement is not "work made for hire," Contractor hereby irrevocably assigns to Agency any and all of its rights, title, and interest in all original Work Product created by Contractor under this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon Agency's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in Agency. Contractor forever waives any and all rights relating to Work Product created by Contractor under this Agreement, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

If the Work Product created by Contractor under this Agreement is a derivative work based on Contractor Intellectual Property, or is a compilation that includes Contractor Intellectual Property, Contractor hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform, and display the pre-existing elements of the Contractor Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

If the Work Product created by Contractor under this Agreement is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Contractor shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the pre-existing element of the Third party Intellectual Property employed in the Work Product, and to authorize others to do the same on Agency's behalf.

**9.3** If Work Product is Contractor Intellectual Property, Contractor hereby grants to Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Contractor Intellectual Property, and to authorize others to do the same on Agency's behalf.

**9.4** If Work Product is Third Party Intellectual Property, Contractor shall secure on Agency's behalf and in the name of Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property, and to authorize others to do the same on Agency's behalf.

**9.5** If state or federal law requires that Agency or Contractor grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires that Agency or the United States own the intellectual property in the Work Product, then Contractor shall execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.

## **SECTION 10: CONTRIBUTION**

**10.1** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a "Third Party Claim") against a Party (the "Notified Party") with respect to which the other Party (the "Other Party") may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this Section and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 10 with respect to the Third Party Claim.

**10.2** With respect to a Third Party Claim for which Agency is jointly liable with Contractor (or would be if joined in the Third Party Claim ), Agency will contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Contractor in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of Contractor on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of Contractor on the other hand shall be determined by reference to, among

other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

**10.3** With respect to a Third Party Claim for which Contractor is jointly liable with Agency (or would be if joined in the Third Party Claim), Contractor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of Contractor on the one hand and of Agency on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Contractor on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Contractor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **SECTION 11: CONTRACTOR DEFAULT**

Contractor will be in default under this Agreement upon the occurrence of any of the following events:

- 11.1** Contractor fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 11.2** Any representation, warranty or statement made by Contractor in this Agreement or in any documents or reports relied upon by Agency to measure the delivery of services, the expenditure of funds or the performance by Contractor is untrue in any material respect when made;
- 11.3** Contractor (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 11.4** A proceeding or case is commenced, without the application or consent of Contractor, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Contractor, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Contractor or of all or any substantial part of its assets, or (c) similar relief in respect to Contractor under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case

continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Contractor is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

## **SECTION 12: AGENCY DEFAULT**

Agency will be in default under this Agreement if Agency fails to perform, observe or discharge any of its covenants, agreements, or obligations under this Agreement.

## **SECTION 13: REMEDIES**

**13.1** In the event Contractor is in default under Section 11, Agency may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under Section 16, (b) reducing or withholding payment for work or Work Product that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Contractor to perform, at Contractor's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under Section 14 of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and Agency may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

**13.2** In the event Agency is in default under Section 12 and whether or not Contractor elects to exercise its right to terminate this Agreement under Section 16.3.3, or in the event Agency terminates this Agreement under Sections 16.2.1, 16.2.2, 16.2.3, or 16.2.5, Contractor's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by Agency, for work completed and accepted by Agency within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less any claims Agency has against Contractor, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by Agency, for authorized expenses incurred, and for interest within the limits of ORS 293.462, less previous amounts paid for the deliverable and any claims that Agency has against Contractor. In no event will Agency be liable to Contractor for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section 13.2, Contractor shall promptly pay any excess to Agency.

## **SECTION 14: RECOVERY OF OVERPAYMENTS**

If payments to Contractor under this Agreement, or any other agreement between Agency and Contractor, exceed the amount to which Contractor is entitled, Agency may, after notifying Contractor in writing, withhold from payments due Contractor under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

## **SECTION 15: LIMITATION OF LIABILITY**

EXCEPT FOR LIABILITY ARISING UNDER OR RELATED TO SECTION 10, NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

## **SECTION 16: TERMINATION**

**16.1** This Agreement may be terminated at any time by mutual written consent of the Parties.

**16.2** Agency may terminate this Agreement as follows:

**16.2.1** Upon 30 days advance written notice to Contractor;

**16.2.2** Immediately upon written notice to Contractor, if Agency fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Agency's reasonable administrative discretion, to perform its obligations under this Agreement;

**16.2.3** Immediately upon written notice to Contractor, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Agency's performance under this Agreement is prohibited or Agency is prohibited from paying for such performance from the planned funding source;

**16.2.4** Immediately upon written notice to Contractor, if Contractor is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Contractor; or

**16.2.5** As otherwise expressly provided in this Agreement.

**16.3** Contractor may terminate this Agreement as follows:

**16.3.1** Immediately upon written notice to Agency, if Contractor fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient in Contractor's reasonable administrative discretion, to perform its obligations under this Agreement;

**16.3.2** Immediately upon written notice to Agency, if federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that Contractor's performance under this Agreement is prohibited or Contractor is prohibited from paying for such performance from the planned funding source;

**16.3.3** Immediately upon written notice to Agency, if Agency is in default under this Agreement and such default remains uncured 15 days after written notice thereof to Agency; or

**16.3.4** As otherwise expressly provided in this Agreement.

**16.4** Upon receiving a notice of termination of this Agreement, Contractor will immediately cease all activities under this Agreement, unless Agency expressly directs otherwise in such notice. Upon

termination, Contractor will deliver to Agency all documents, information, works-in-progress, Work Product and other property that are or would be deliverables under the Agreement. And upon Agency's reasonable request, Contractor will surrender all documents, research or objects or other tangible things needed to complete the work that was to have been performed by Contractor under this Agreement.

## **SECTION 17: INSURANCE**

**17.1 Subcontractor Insurance.** Contractor shall require its first tier contractor(s) that are not units of local government as defined in ORS 190.003, if any, to obtain insurance specified in Exhibit B.

## **SECTION 18: NONAPPROPRIATION**

Agency's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon Agency receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Agency, 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, section 7 of the Oregon Constitution or any other law limiting the activities, liabilities or monetary obligations of Agency.

## **SECTION 19: AMENDMENTS**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties.

## **SECTION 20: NOTICE**

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by facsimile, email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address, fax number or email address set forth in this Agreement, or to such other addresses as either Party may indicate pursuant to this Section 20. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered. Any notice given by email becomes effective upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system. Any notice given by facsimile becomes effective upon electronic confirmation of successful transmission to the designated fax number.

## **SECTION 21: SURVIVAL**

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under Sections 8, 9, 10, 14, 15 and 21 hereof 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 accrued to the Parties under this Agreement prior to termination.

## **SECTION 22: SEVERABILITY**

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

## **SECTION 23: COUNTERPARTS**

This Agreement may be executed in several 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 the Agreement so executed constitutes an original.

## **SECTION 24: COMPLIANCE WITH LAW**

**24.1** In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local laws.

**24.2** Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Agreement and a failure to comply constitutes a breach that entitles Agency to terminate this Agreement for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

**24.3 Section 508 Compliance.** Contractor, in its delivery of Goods and Services under this Agreement, shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), including as amended by the Workforce Investment Act of 1998 (P.L. 105-220), and deliver Deliverables and Services that provide individuals with disabilities access to and use of information and data embodied in the Goods and Services that is comparable to the access provided to individuals without disabilities.

**24.3.1 Mandatory Standard.** Goods and Services that must be delivered in compliance with Section 508 include all electronic and multimedia content to be available on Agency public websites, generated by Agency web applications, web applications provided to Agency by Contractor (Content). Contractor shall design and format Content to meet at least the following standards, including as the standards are updated or replaced by subsequent versions (collectively, "Mandatory Standard"):

**24.3.1.1** The Web Accessibility Initiative Accessible Rich Internet Applications Suite (WAI-ARIA) 1.0.

**24.3.1.2** The World Wide Web Consortium's (W3C's) Web Content Accessibility Guidelines (WCAG) 2.0 Level AA for web content, including as each is updated (Mandatory Standard).

**24.3.1.3** The web accessibility evaluation tool (WAVE), found at: <http://wave.webaim.org/extension/>.

**24.3.1.4** Content to be posted on the web must adhere to: <https://www.webaccessibility.com/>

**24.3.1.5** PDF files must comply with: <http://webaim.org/techniques/acrobat/>.

**24.3.1.6** Word files must comply with: <http://webaim.org/techniques/word/>.

**24.3.1.7** PPT files must comply with: <http://webaim.org/techniques/powerpoint/>.

**24.3.1.8** Excel files must comply with: <https://webaim.org/techniques/excel/>

**24.4 Content Delivered by Contractor.** Contractor shall design and deliver Content that meets the Mandatory Standard.

**24.4.1** Acceptance criteria for Content includes the Content meeting the Mandatory Standard.

**24.4.2** Contractor shall test all Content prior to submission to Agency to ensure it meets the Mandatory Standard. Contractor represents and warrants that following Agency acceptance of the Content, the Content will meet the Mandatory Standard.

**24.5 Agency Content Review.** Acceptance review of Content will include Agency testing the submitted Deliverable to validate the Content meets the Mandatory Standard.

**24.5.1** Agency will complete a manual validation review of the Content against the current W3 Checklist for Web Content Accessibility (link included for reference: <https://www.w3.org/TR/1999/WAIWEBCONTENT-19990505/full-checklist.pdf>).

**24.5.2** If Agency determines that submitted Content does not meet the Mandatory Standard, Contractor shall revise the Content to meet the Mandatory Standard as at no additional cost to Agency.

**24.5.3** If Agency determines that previously accepted Content does not meet the Mandatory Standard, Agency may issue a written notice to Contractor to remove the Content. Contractor shall remove Content identified in any such notice within three (3) Calendar Days and take other corrective action specified in the notice.

## **SECTION 25: INDEPENDENT CONTRACTORS**

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Contractor is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.

## **SECTION 26: INTENDED BENEFICIARIES**

Agency and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

## **SECTION 27: FORCE MAJEURE**

Neither Party is responsible for any failure to perform or any delay in performance of any obligations 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 obligations under this Agreement. Agency may terminate this Agreement upon written notice to Contractor after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

## **SECTION 28: ASSIGNMENT AND SUCESSORS IN INTEREST**

Contractor may not assign or transfer its interest in this Agreement without the prior written consent of Agency and any attempt by Contractor to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. Agency's consent to Contractor's assignment or transfer of its interest in this Agreement will not relieve Contractor of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns.

## **SECTION 29: SUBCONTRACTS**

Contractor shall not, without Agency's prior written consent, enter into any subcontracts for any of the work required of Contractor under this Agreement. Agency reserves the right to reject in writing any proposed subcontractor, without cause, in which case Contractor shall promptly propose a substitute subcontractor. Any difference in price arising out of such substitution shall be reflected in an amended Statement of Work. In addition to any other provisions that District may require, Contractor shall require of any permitted subcontractor under this Contract that subcontractor be bound by all the same terms and conditions of this Contract. Such subcontracts are solely between Contractor and subcontractor and shall not have any binding effect on District. Agency's consent to any subcontract will not relieve Contractor of any of its duties or obligations under this Agreement.

## **SECTION 30: TIME IS OF THE ESSENCE**

Time is of the essence in Contractor's performance of its obligations under this Agreement.

## **SECTION 31: MERGER, WAIVER**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

## **SECTION 32: RECORDS MAINTENANCE AND ACCESS**

Contractor shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Contractor shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Contractor's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Contractor, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Contractor acknowledges and agrees that Agency and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Contractor shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Subject to foregoing minimum records retention requirement, Contractor shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

## **SECTION 33: HEADINGS**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

## **SECTION 34: AGREEMENT DOCUMENTS**

This Agreement consists of the following documents, which are listed in descending order of precedence: this Agreement less all exhibits, Exhibit A (the Statements of Work), Exhibit C (Abuse and Sexual Conduct Information) and Exhibit B (Insurance).

## **SECTION 35: COMPLIANCE WITH SCHOOL DISTRICT LAWS AND RULES**

35.1 Sexual Abuse and Misconduct Reporting Sexual Abuse and Misconduct Reporting and Training (ORS 339.370 to 339.400). Contractor and its agents and employees providing services to District under this Contract must be trained annually on sexual abuse and misconduct information and reporting as required by ORS 339.400(2). Exhibit C provides the mandatory staff training.

### 35.2 Work Performed on District Property.

- (a) Contractors performing work on District property or for District shall be in appropriate attire all times. In addition, all such persons shall carry photo identification and will present such to any District officer or employee upon request.
- (b) Smoking, vaping, or other use of tobacco or marijuana is prohibited on District property.
- (c) District property sites and schools served by District are drug-free zones.
- (d) Except as provided by Oregon statutes and District policy, weapons and firearms are prohibited on District property.
- (e) Prior to instituting work on District property, Contractor, its subcontractors, and suppliers shall review the safety and security policies issued by District's Risk Management Department and shall comply with those policies while on District property.
- (f) Contractor will not disclose any information or records regarding students or their families that Contractor may learn or obtain in the course and scope of Contractor's performance of this Contract.

35.3 FERPA Redislosure – The parties recognize that the Family Educational Rights and Privacy Act (FERPA) imposes strict penalties for improper disclosure or redislosure of confidential student information, including but not limited to denial of access to personally identifiable information from education records for at least five years (20 USC § 1232(g); 34 CFR pt 99). Therefore, consistent with the requirements of FERPA, personally identifiable information obtained by either party in the performance of this Contract may not be redislosed to third parties without written consent of the students' parent/guardian, and must be used only for the purposes identified in this Contract, except as may be required or authorized by law. Copies of all records created by Contractor that pertain to students will be provided to District. If requested, Contractor agrees to execute and abide by District's "Standard Student Data Privacy Agreement." Contractor granted access to District's network will be required to sign a "District Acceptable Use Policy."

## **SECTION 36: SIGNATURES**

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. The Parties further agree that by the exchange of this Agreement electronically, each has agreed to the use of electronic means, if applicable, instead of the exchange of physical documents and manual signatures. By inserting an electronic or manual signature below, each authorized representative acknowledges that it is their signature, that each intends to execute this Agreement, and that their electronic or manual signature should be given full force and effect to create a valid and legally binding agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Signatures:

**Forest Grove School District**

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Printed Name & Title

---

Date

**Contractor**

---

Printed Name & Title

---

Date

**EXHIBIT A.1**  
**Summer Programing**

**STATEMENT OF WORK, COMPENSATION,**  
**PAYMENT and RENEWAL TERMS**

**1. Contractor shall perform the following work:** PreK-12 activity enrichment programs from June 24, 2024 to August 1, 2024. Activities will include, but are not limited to, guest engagement specialists, social skills development, enrichment destinations and experiences.

**2. The maximum total payment under this Contract, including expenses:** The City of Forest Grove will receive \$220,000 to provide such services and is reflective of all associated expenses including labor, equipment & supplies, contract services, rentals, and subject specialists. Food, beverages, school district staff, and program transportation will be covered by the school district.

**3. The District shall pay Contractor on the following basis:** Contractor shall invoice Agency at the completion of work performed at minimum monthly.

**4.. District will pay expenses on the following terms and conditions:**

**5. This contract may be renewed on the following basis:** This contract will terminate on completion of the work.

\*\*The District shall have the right to withhold from payments due Contractor such sums as are necessary in the District's sole opinion to protect the District from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

SOW Approval:

**Forest Grove School District**

---

Printed Name & Title

---

Date

**Contractor**

---

Printed Name & Title

---

Date

**EXHIBIT A.2**

**Summer Programing – McKinney Vento Summer Program Scholarships**

**STATEMENT OF WORK, COMPENSATION,**  
**PAYMENT and RENEWAL TERMS**

**1. Contractor shall perform the following work:** Provide various summer enrichment activities for students enrolled in the McKinney Vento program through the Forest Grove School District between June and September 2024.

**2. The maximum total payment under this Contract, including expenses:** The City of Forest Grove will receive \$12,376.00 to provide such services and is reflective of all associated expenses including labor, equipment & supplies, contract services, rentals, and subject specialists.

**3. The District shall pay Contractor on the following basis:** Contractor shall invoice Agency at the completion of work performed at minimum monthly.

**4.. District will pay expenses on the following terms and conditions:** DESCRIBE OR REFERENCE EXHIBIT, SUCH AS CONTRACTOR'S PROPOSAL OR THE RFP

**5. This contract may be renewed on the following basis:** This contract will terminate on completion of the work.

\*\*The District shall have the right to withhold from payments due Contractor such sums as are necessary in the District's sole opinion to protect the District from any loss, damage, or claim which may result from Contractor's failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

SOW Approval:

**Forest Grove School District**

|                      |       |
|----------------------|-------|
| _____                | _____ |
| Printed Name & Title | Date  |
| <b>Contractor</b>    |       |
| _____                | _____ |
| Printed Name & Title | Date  |

**EXHIBIT B**  
**Summer Programing**  
**INSURANCE REQUIREMENTS**

**Contractor shall at all times maintain in force at Contractor's expense, each insurance noted below:**

**Workers Compensation** insurance in compliance with ORS 656.017, which requires subject employers to provide workers' compensation coverage in accordance with ORS Chapter 656 for all subject workers. Contractor and all subcontractors of Contractor with one or more employees must have this insurance unless exempt under ORS 656.027. This shall include Employer's Liability Insurance with coverage limits of not less than \$1,000,000 each accident. Waiver of subrogation in favor of the District will be provided.

THIS COVERAGE IS REQUIRED. Attach Certificate of Insurance. If Contractor does not have coverage and claims to be exempt, attach Exhibit 4 in lieu of Certificate.

**Professional Liability/E&O** insurance with a combined single limit of not less than ☐ \$500,000,

☐ \$1,000,000, ☒ \$2,000,000 each claim, incident, or occurrence, with an annual aggregate limit of ☐ \$500,000, ☐ \$1,000,000, ☐ \$2,000,000. This is to cover damages caused by error, omission, or negligent acts related to professional services provided under this Contract. This coverage must be provided and remain in force for two years after the completion of the contract.

☒ Required by District ☐ Not required by DISTRICT

**Commercial General Liability** insurance, on an occurrence basis, with a limit of not less than ☐ \$500,000,

☐ \$1,000,000, ☒ \$2,000,000 each occurrence for Bodily Injury and Property Damage, with an annual aggregate limit of ☐ \$500,000, ☐ \$1,000,000, ☒ \$2,000,000. This insurance must include contractual liability coverage.

☒ Required by DISTRICT ☐ Not required by DISTRICT

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than ☐ \$500,000, ☐ \$1,000,000, ☒ \$2,000,000 each occurrence for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles.

☒ Required by DISTRICT ☐ Not required by DISTRICT

**Additional Requirements.** Coverage must be provided by an insurance company admitted to do business in Oregon or rated A- or better by A.M. Best's Insurance Rating. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition must be included in all commercial general liability policies required by this Contract. Contractor's coverage will be primary in the event of loss.

**Certificate(s) of Insurance Required.** Contractor shall furnish a current Certificate(s) of Insurance to the DISTRICT prior to contract execution. The Certificate(s) shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to the DISTRICT. The Certificate(s) shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that the DISTRICT, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. An additional insured endorsement shall be attached to the certificate of insurance. No work shall commence until the DISTRICT receives the certificate and additional insured endorsement. If requested, complete copies of insurance policies shall be provided to the DISTRICT.

## **EXHIBIT C**

### **Abuse and Sexual Conduct Information and Reporting Requirements for School Contractors, Agents and Volunteers**

#### **FOREST GROVE SCHOOL DISTRICT DOES NOT TOLERATE CHILD ABUSE OR SEXUAL CONDUCT IN ANY FORM.**

#### **PREVENTION:**

The Forest Grove School District seeks to prevent child abuse and sexual harassment by committing to:

- Teaching students about appropriate boundaries and relationships (in coordination with curriculum);
- Training all employees regarding child abuse and sexual conduct, and clearly communicating responsibilities and procedures;
- Making this training available to parents, community members, contractors and volunteers; and • Promptly and thoroughly investigating any reports or complaints of abuse or sexual conduct.

#### **ABUSE DEFINED**

- Any assault of a child and any physical injury to a child which has been caused by other than accidental means, including any injury which appears to be at variance with the explanation given of the injury.
- Any mental injury to a child, which shall include only observable and substantial impairment of the child's mental or psychological ability to function caused by cruelty to the child, with due regard to the culture of the child.
- Rape of a child.
- Sexual abuse.
- Sexual exploitation, including but not limited to: Contributing to the sexual delinquency of a minor, and any other conduct which allows, employs, authorizes, permits, induces or encourages a child to engage in the performing for people to observe or the photographing, filming, tape recording or other exhibition which, in whole or in part, depicts sexual conduct or contact, sexual abuse involving a child or rape of a child, and Allowing, permitting, encouraging or hiring a child to engage in prostitution or a commercial sex act, to purchase sex with a minor or to engage in commercial sexual solicitation.
- Negligent treatment or maltreatment of a child, including but not limited to the failure to provide adequate food, clothing, shelter or medical care that is likely to endanger the health or welfare of the child.
- Threatened harm to a child, which means subjecting a child to a substantial risk of harm to the child's health or welfare.
- Buying or selling a person under 18 years of age.
- Permitting a person under 18 years of age to enter or remain in or upon premises where methamphetamines are being manufactured.

- Unlawful exposure to a controlled substance, or to the unlawful manufacturing of a cannabinoid extract, that subjects a child to a substantial risk of harm to the child's health or safety. ORS 419B.005(1).

### SEXUAL CONDUCT DEFINED

Verbal or physical conduct or verbal, written or electronic communications by a school employee, a contractor, an agent or volunteer that involve a student and that are: sexual advances or requests for sexual favors directed toward the student or of a sexual nature that are directed toward the student or that have the effect of unreasonably interfering with the student's educational performance or of creating an intimidating, hostile or offensive educational environment. Sexual conduct does not include touching that is necessitated by the nature of the school employee's job duties or by the services required to be provided by the contractor, agent or volunteer and for which there is no sexual intent. ORS 339.370(11)(a).

### STUDENT DEFINED:

Any person who is in any grade from prekindergarten through grade 12 or twenty-one years of age or younger and receiving educational or related services from an education provider that is not a post-secondary institution or education or who was previously known as a student by the person engaging in sexual conduct and who left school or graduated from high school within 90 days prior to the sexual conduct. ORS 339.370(12).

### GROOMING AND EXAMPLES OF SEXUAL CONDUCT

Sexual Conduct may include grooming behavior. This is behavior in which adults develop trust to break down a child's defenses so that the adult may engage the child in sexual conduct or sexual abuse. Sexual Conduct includes but is not limited to the following examples: Reporting Requirements for 3rd Parties 2

- Performing back rubs on students
- Touching students frequently
- Kissing students
- Commenting on students' bodies or appearance in a sexual manner
- Videotaping or photographing a student in revealing poses
- Sharing one's own sexual exploits or marital difficulties
- Exchanging romantic gifts or communications with a student
- Discussing/writing about sexual topics unrelated to curriculum with students, making sexual jokes, gestures and innuendos or engaging in inappropriate banter with students (e.g., discussion of student's dating behavior)
- Intentionally invading the student's privacy
- Using email, text messaging or instant messaging to discuss sexual topics with individual students

### OBLIGATIONS OF SCHOOL EMPLOYEES TO REPORT ABUSE AND SEXUAL CONDUCT ALL EMPLOYEES are required to follow Policy JHFE "Reporting of Suspected Abuse of a Child" and

policy JHFF/GBNAA “Reporting Requirements for Suspected Sexual Conduct with Students.” These policies help ensure employees are properly reporting incidents of abuse and sexual conduct.

Policy JHFE requires employees who have a reasonable cause to believe any child with whom the employee has come into contact has suffered abuse, to report this to DHS or the law enforcement agency within the county where the person making the report is located at the time of the contact. It also requires employees who have a reasonable cause to believe that any adult or student with whom the employee is in contact has abused a child to report this to DHS or to the law enforcement agency within the county where the person making the report is located at the time of the contact. See district policy JHFE “Reporting Requirements for Suspected Abuse of a Child” for more detail regarding these reporting obligations. Reporting Requirements for 3rd Parties.

Policy JHFF requires employees who have reasonable cause to believe that another employee, contractor, agent or volunteer has engaged in sexual conduct with a student, to immediately notify the designated licensed administrator of the conduct. The designated licensed administrator who receives the report is required to report to the Oregon Department of Education (ODE or Teacher Standards and Practices Commission (TSPC) as appropriate. See attached district policy “Reporting Requirements for Suspected Sexual Conduct with Students” for more detail regarding these reporting obligations.

INVESTIGATORY PROCESS When the designated licensed administrator (or alternate) receives a report of sexual conduct and has reasonable cause to believe that it has occurred, the designated licensed administrator will report the alleged conduct to TSPC if the alleged perpetrator is a licensed individual, and to ODE if the alleged perpetrator is not licensed (effective July 1, 2020). TSPC or ODE will conduct an investigation and report back to the district. The district may also conduct an investigation into the alleged sexual conduct. If the designated licensed administrator (or alternate) receives a report of child abuse and has reasonable cause to believe that it has occurred, the designated licensed administrator will ensure that the report has been made to DHS and/or law enforcement for investigation. The district may also conduct an investigation into the alleged abuse. The designated licensed administrator will also report to TSPC if required by OAR 584-020-0041. A contractor, agent or volunteer may be removed from their position based on information of sexual conduct and/or child abuse.

#### OBLIGATIONS OF SCHOOL CONTRACTORS, AGENTS AND VOLUNTEERS TO REPORT ABUSE AND SEXUAL CONDUCT.

ALL CONTRACTORS, AGENTS AND VOLUNTEERS are required to report all known or suspected incidents of abuse and sexual conduct to a school administrator. Failure to report known or suspected incidents of abuse and sexual conduct may lead to termination of your contract with the District, termination of your right to volunteer with the District, and/or trespass from all school property and events.

#### APPROPRIATE ELECTRONIC COMMUNICATIONS WITH STUDENTS

Policy JHFF/GBNAA requires that any electronic communications with students by a contractor, agent or volunteer for the district will be appropriate and only when directed by district administration. When communicating with students electronically regarding school-related matters, contractors, agents or volunteers shall use district e-mail using mailing lists and/or other internet messaging to a group of students rather than individual students or as directed by district administration. Texting or electronically communicating with a student through contact information gained as a contractor, agent or volunteer for the district is prohibited.

ADDITIONAL PROHIBITIONS If a school employee, contractor, or agent knows or has reason to know that another school employee, contractor or agent has engaged in sexual conduct or abuse, the school employee, contractor or agent may not assist the other in obtaining a new job. This prohibition does not apply if the employee, contractor or agent knows or has reasonable cause to believe that the conduct was reported to the appropriate agency and was resolved, or the investigation remains ongoing after four years.



# CITY COUNCIL COMPENSATION

## WORK SESSION

Paul Downey, Assistant City  
Manager/Finance Director

# Background

- Council compensation was referred to the non-elected members of the Budget Committee by the full Budget Committee for further analysis during the budget process.
- Additional Budget Committee (Committee) meetings to discuss Councilor compensation were held on May 22 and June 4. The Committee made a recommendation for Council consideration on June 4.

# Background

- The Committee reviewed in detail an updated spreadsheet that listed Councilor compensation for 17 area cities of larger and smaller size.
- The Committee discussed options for Councilor compensation.
- The Committee discussed how to comply with Oregon Revised Statutes (ORS) regarding how and when compensation for elected officials can be changed.

# Purpose

- The purpose of tonight's work session is to review the Committee's recommendation and discuss Councilor compensation.
- The work session is divided into two parts:
  - Part 1: Councilor compensation
  - Part 2: Implementation

# Part 1: Councilor Compensation

# Councilor Compensation

- Mayor receives stipend of \$3,744 per year
- Councilors receive stipend of \$2,496 per year
- Mayor and Councilors can elect individual up to family health insurance coverage and pay 5% of the premiums.
- The cost of each policy varies between Councilors depending upon the coverage they elect.
- There is no “opt-out” provision to obtain a cash equivalent of the cost of the policy.
- Total current expenditures for Mayor and Councilor compensation are approximately \$146,000 as follows:
  - \$125,000 for health insurance
  - \$21,000 for stipends

# Things to Consider

- Based on the comparison of 17 neighboring cities of smaller and larger size:
  - 10 cities had a larger stipend for the Mayor than for the Councilors
  - 2 cities had the same stipend for the Mayor and the Councilors
  - 5 cities had no stipend for either
  - For those cities who had a larger stipend for the Mayor, the range between what the Mayor was paid and what the Councilors were paid varied from 1.35x to 10x

# Things to Consider

- Based on the comparison of 17 neighboring cities of smaller and larger size:
  - 11 cities did not pay a larger stipend for the Council President than for the other Councilors
  - 2 cities paid a larger stipend for the Council President than for the other Councilors
  - 5 cities did not pay a stipend at all

# Things to Consider

- Based on the comparison of 17 neighboring cities of smaller and larger size:
  - 13 cities do not pay for health insurance
  - 4 cities pay for some health insurance; of these
    - 1 is for Mayor only
    - 1 is full-family for Mayor and employee-only for Councilors
    - 2 are the same for Mayor and Councilors

# Councilor Compensation

- The Committee discussed various options including:
  - Leave health insurance the same and increase stipends by the CPI.
  - Leave health insurance the same and increase stipends by more than the CPI.
  - Discontinue health insurance and allocate all or a portion of the cost savings to stipends.
  - Limit health insurance to the individual and allocate all or a portion of the cost savings to stipends. Additional insured would be at the members' expense.

# Example Comparisons

- The Committee requested staff provide some examples. The examples shown to the Committee were:
- Example 1: Status Quo but increase stipend by CPI
  - Health insurance remains intact
  - Mayor's stipend increases from \$3,744 to \$3894/year
  - Councilor's stipend increases from \$2496 to \$2595/year
  - Budget increases \$750 to \$146,750/year

# Example Comparisons

- Example 2: Discontinue health insurance and apply 100% of the existing budget (\$146k) to the stipend based on the existing stipend ratio for the Mayor and Councilors
  - Health insurance is discontinued
  - Mayor's stipend would increase to \$28,000/year
  - Councilor's stipend would increase to \$18,700/year
  - Budget remains the same at \$146,000/year

# Example Comparisons

- Example 3: Discontinue health insurance and apply 50% of the existing budget (\$73k) to the stipend based on the existing stipend ratio for the Mayor and Councilors
  - Health insurance is discontinued
  - Mayor's stipend would increase to \$13,800/year
  - Councilor's stipend would increase to \$9,200/year
  - Budget would decrease to \$73,000/year

# Example Comparisons

- Example 4: Provide Mayor and Councilors with employee-only health insurance coverage and apply the remaining budget to stipends using the existing stipend ratio for the Mayor and Councilors
  - Health insurance changes to employee only
  - Mayor's stipend would increase to \$14,250/year
  - Councilor's stipend would increase to \$9,500/year
  - Budget would remain at \$146,000/year

# Committee Recommendation

- After extensive discussion, the Committee recommended:
  - Keep the existing % stipend differential between the Mayor and Councilors.
  - Create a new stipend category for the Council President.
  - Change health insurance to employee-only, retain the premium at 95/5, allow the option to purchase additional insurance at the members own expense.
  - Increase Mayor's stipend to \$12,000/year
  - Increase Council President's stipend to \$9,500/year
  - Increase Councilor's stipend to \$8,000/year
  - Total expense decreases from \$146,000 to \$130,000/year

# Discuss Councilor Compensation

# Part 2: Implementation

# Options

- To avoid conflict of interest (ORS 244.120) and abuse of office (ORS 244.040) issues when a council is voting to increase its own compensation, the Committee discussed the following two options:
- Option 1 – Have the increases go into effect at the end of each term. In this case, all Councilors can vote after declaring a potential conflict of interest, however, there would be differential benefits for a two-year period.
- Option 2 – Have the increase go into effect for all Councilors at the same time. In this case, the Council passes successive resolutions that allow Councilors to recuse themselves for the resolution in which their compensation is discussed.

# Things to Consider

Two Questions arose during the Committee meetings:

- Q: If the health insurance is changed, does it have to apply to all Councilors at once or can the “pool” simultaneously have different benefits? A: According to CIS, the “pool” can have different benefits simultaneously.
- Q: If increases go into effect for some members but not others at the same time, does it violate the Equal Pay Act? A: According to the City Attorney, possibly. It would require the elected official to file an equal pay complaint and be successful.

# Committee Recommendation

- The Committee recommended the changes go into effect for all Councilors at the same time on January 1, 2025.
- This would require successive resolutions: 1) a resolution to change the Mayor's compensation in which the Mayor recuses and the Council votes; 2) a resolution to change the Councilors whose term expires in 2026 in which case those Councilors recuse and the Mayor and remaining Councilors vote and 3) a resolution to change the Councilors whose term expires in 2024 in which case those Councilors declare a perceived conflict and vote or recuse themselves and the Mayor and remaining Councilors vote.

# Frequency of Review

- Currently, Council stipends can increase annually by the CPI if the Council adopts that increase by resolution each year. This resolution would need to be passed using the same procedure described on the previous slide.
- If the Council accepts the Committee's recommendation to significantly increase the monthly stipends, how often should Council compensation be reviewed.
  - The Committee did not address this issue.
  - Staff would recommend that the Council compensation be reviewed when the market study for non-represented employees is conducted every three years.

# Discuss Implementation

# Other Compensation

- Other compensation items include:
  - Every three years, the City will reimburse them up to \$850 for a laptop or tablet so they can get the Council packet electronically.
  - Councilors receive \$20 per month for wireless access.
  - If a Councilor does not purchase their own device, the City will provide an iPad which must be returned when the councilor leaves office.
  - These benefits cost approximately \$3,500 for the Mayor and Councilors per year
  - The Committee recommended no change.

| City         | Mayor Term Limits<br># Term Length<br># of Terms                                                                                                                  | Council Term Limits<br># Term Length<br># of Terms                                                                                                                | Total Annual Stipend                                                                                                                    | General Monthly<br>Stipend Amount                                                                                                                                  | Cell Phone Stipend or<br>Other Stipend<br>Amount                                                                                                                                                                    | Health Insurance<br>Options                                              | Life Insurance<br>Options                                                      | Long -<br>Term<br>Disability<br>Options           | Pension<br>Options                                                                                                                                                                                                                         | Other Notes                                                                                                                                                                                                   |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Beaverton    | 4 Year Terms<br>3 consecutive terms (if<br>appointed or elected<br>for a term that is less<br>than three years, the<br>partial term does not<br>count as a term.) | 4 Year Terms<br>3 consecutive terms (if<br>appointed or elected for<br>a term that is less than<br>three years, the partial<br>term does not count as a<br>term.) | <b>Mayor:</b> \$134,454.00 +<br>COLA<br><b>Councilor:</b> \$25,068.00 +<br>COLA                                                         | <b>Mayor:</b> \$11,204.00<br><b>Councilor:</b> \$2,089.00                                                                                                          |                                                                                                                                                                                                                     | 95% premium<br>covered for Mayor<br>only; no insurance<br>for Councilors | <b>Mayor:</b><br>\$50,000 Life,<br>\$151,000 AD&D<br><b>Councilor:</b><br>None | <b>Mayor:</b><br>Yes<br><b>Councilor:</b><br>None | <b>Mayor:</b> PERS<br>member. City pays<br>6% of<br>contribution.<br><b>Councilor:</b><br>Councilors<br>working more<br>than 600 hours in<br>a calendar year<br>are eligible for<br>PERS. City pays<br>the Councilors' 6%<br>contribution. | Per Beaverton: Mayor has dedicated vehicle for<br>official travel. Mayor is eligible for free TriMet pass.<br>Council has travel/training budget of \$50,000 for<br>FY 24                                     |
| Canby        | 2 Year Terms<br>No Term Limit                                                                                                                                     | 2 Year Terms<br>No Term Limit                                                                                                                                     | <b>Mayor:</b> \$1,200.00<br><b>Councilor:</b> \$1,200.00                                                                                | <b>Mayor:</b> \$100.00<br><b>Councilor:</b> \$100.00                                                                                                               | Zero<br>*City provides a tablet<br>or laptop for use during<br>their term.                                                                                                                                          | None                                                                     | None                                                                           | None                                              | None                                                                                                                                                                                                                                       | Per Canby: Travel and meal reimbursements for<br>conferences attended.<br>Mayor and Council Travel and Training FY24<br>adopted budget of \$8,525.00.                                                         |
| Cornelius    | 2 Year Terms<br>No Term Limit                                                                                                                                     | 4 Year Terms<br>No Term Limit                                                                                                                                     | <b>Mayor:</b> \$3,000.00<br><b>Councilor:</b> \$3,000.00                                                                                | <b>Mayor:</b> \$250.00<br><b>Councilor:</b> \$250.00                                                                                                               | Zero                                                                                                                                                                                                                | None                                                                     | None                                                                           | None                                              | None                                                                                                                                                                                                                                       | Per Cornelius: Trainings and training expenses such<br>as LOC conference are paid for.                                                                                                                        |
| Forest Grove | 4 Year Terms<br>No Term Limit                                                                                                                                     | 4 Year Terms<br>No Term Limit                                                                                                                                     | <b>Mayor:</b> \$ 3,744.00<br><b>Councilor:</b> \$ 2,496.00                                                                              | <b>Mayor:</b> \$ 312.00<br><b>Councilor:</b> \$ 208.00                                                                                                             | \$20.00/month wireless<br>access for ipads. Every<br>3 years \$850.00 stipend<br>for new ipad or laptop.                                                                                                            | 95% premium<br>covered for both<br>Mayor and<br>Councilors               | None                                                                           | None                                              | None                                                                                                                                                                                                                                       |                                                                                                                                                                                                               |
| Gladstone    | 4 Year Terms<br>No Term Limit                                                                                                                                     | 4 Year Terms<br>No Term Limit                                                                                                                                     | Zero                                                                                                                                    | Zero                                                                                                                                                               | Zero                                                                                                                                                                                                                | None                                                                     | None                                                                           | None                                              | None                                                                                                                                                                                                                                       | Per Gladstonn: Mayor and Coucil positions are all<br>volunteer with no payment<br>or benefits. Members are allowered to attend<br>conferences and/or training that is paid for by the<br>City.                |
| Hillsboro    | 4 Year Terms<br>2 Term Limit                                                                                                                                      | 4 Year Terms<br>2 Term Limit                                                                                                                                      | <b>Mayor:</b> \$54,180.00<br>Annually<br><b>Council President:</b><br>\$16,500.00 Annually<br><b>Councilor:</b> \$13,500.00<br>Annually | <b>Mayor:</b> \$4,000.00<br>(Service Stipend) +<br>\$350.00 (Direct<br>Expense Stipend)<br><b>Council President:</b><br>\$1,300.00<br><b>Councilor:</b> \$1,050.00 | <b>Mayor:</b> \$90.00/month<br>for Cell Phone +<br>\$75.00/month<br>Technology Stipend<br><b>Council President:</b><br>\$75/month Technology<br>Stipend<br><b>Councilor:</b><br>\$75.00/month<br>Technology Stipend | None                                                                     | \$10,000.00                                                                    | None                                              | None                                                                                                                                                                                                                                       | Per Hillsboro: TriMet hopper, pass, Clothing with<br>logo. We pay for their training at<br>LOC and NLC conferences as well as community<br>dinners, passes to SHARC and the Hidden Creek<br>Community Center. |

|                    |                                                                                                                                          |                                                                                                                                                       |                                                                                                                                                   |                                                                                                                       |                                                                                    |                                              |      |      |      |                                                                                                                                                                                                                                                                                                                                                            |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|----------------------------------------------|------|------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Lake Oswego</b> | 4 Year Terms<br>2 Term Limit                                                                                                             | 4 Year Terms<br>2 Term Limit                                                                                                                          | <b>Mayor:</b> \$6,133.92<br>Annually<br><b>Councilor:</b> \$2,689.56<br>Annually                                                                  | <b>Mayor:</b> \$511.16<br><b>Councilor:</b> \$224.13                                                                  | IT Department provides them with a devise of their choosing - tablet, laptop, etc. | None                                         | None | None | None |                                                                                                                                                                                                                                                                                                                                                            |
| <b>McMinnville</b> | 4 Year Terms<br>No Term Limit                                                                                                            | 4 Year Terms<br>No Term Limit                                                                                                                         | Zero                                                                                                                                              | Zero                                                                                                                  | Zero<br>*City issued cell phones for Mayor and Councilors                          | None                                         | None | None | None | Per McMinnville: Mayor and Councilors can attend trainings.<br>There is no set budget for their trainings.                                                                                                                                                                                                                                                 |
| <b>Milwaukie</b>   | 4 Year Terms<br>2 consecutive term limit                                                                                                 | 4 Year Terms<br>2 consecutive term limit                                                                                                              | <b>Mayor:</b> \$4,428.00<br>Annually<br><b>Councilor:</b> \$3,684.00<br>Annually<br>*Stipends tied to CPI and adjusted with each biennial budget. | <b>Mayor:</b> \$369.00<br><b>Councilor:</b> \$307.00<br>*Stipends tied to CPI and adjusted with each biennial budget. | Zero                                                                               | None                                         | None | None | None | Per Milwaukie: Each Council member has an education and training budget (\$5k per FY for the mayor, \$3k per FY for councilors) for conferences and travel. Council members have access to reserve city vehicles. Council members are also eligible for reimbursement of certain expenses to support their service on Council (child/adult care, mileage). |
| <b>Newberg</b>     | 4 Year Terms<br>No Term Limit                                                                                                            | 4 Year Terms<br>No Term Limit                                                                                                                         | <b>Mayor:</b> \$3,600.00<br><b>Councilor:</b> \$2,400.00                                                                                          | <b>Mayor:</b> \$300.00<br><b>Councilor:</b> \$200.00                                                                  | City issued cell phone provided                                                    | None                                         | None | None | None | Per Newberg: The mayor has \$1000 for expenses and projects, council has \$1000 collectively. The city pays for many dues and meetings with a total budget of \$37,000 for all of these and travel and training. This includes COG memberships.                                                                                                            |
| <b>Oregon City</b> | 4 year terms<br>2 terms in a 10 year period                                                                                              | 4 year terms<br>2 terms in a 10 year period                                                                                                           | Zero                                                                                                                                              | Zero                                                                                                                  | Zero                                                                               | None                                         | None | None | None |                                                                                                                                                                                                                                                                                                                                                            |
| <b>Sherwood</b>    | 2 Year Terms<br>No Term Limit                                                                                                            | 4 Year Terms<br>3 consecutive term limit                                                                                                              | Zero                                                                                                                                              | Zero                                                                                                                  | Zero                                                                               | None                                         | None | None | None | Per Sherwood: Trainings and training expenses such as LOC conference are paid for.                                                                                                                                                                                                                                                                         |
| <b>Tigard</b>      | 4 Year Terms<br>Cannot serve more than 8 consecutive years.<br>No person shall serve on City Council for more than 12 consecutive years. | 4 year terms<br>Councilor cannot serve for more than 8 consecutive years<br>No person shall serve on City Council for more than 12 consecutive years. | <b>Mayor:</b> \$61,236.60<br><b>Councilor:</b> \$11,247.12                                                                                        | <b>Mayor:</b> \$4,795.05<br><b>Councilor:</b> \$629.26                                                                | \$33/month                                                                         | 90% premium covered for Mayor and Councilors | None | None | None | Mayor and Councilors receive a \$275/month vehicle stipend and a training budget.                                                                                                                                                                                                                                                                          |

|           |                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                           |                                                        |                                                                                                                        |                                                                                                                                                                      |                                                                                                |      |      |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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| Troutdale | 4 Year Terms<br>No Term Limit                                                                                                                                                                                                                                                                                                                                             | 4 Year Terms<br>No Term Limit                                                                                                                                                                                                                                                                                                                                             | <b>Mayor:</b> \$6,000.00<br><b>Councilor:</b> \$600.00 | <b>Mayor:</b> \$500.00<br><b>Councilor:</b> \$50.00                                                                    | Zero                                                                                                                                                                 | None                                                                                           | None | None | None | Per Troutdale: The following expenses shall be reimbursed for the mayor and councilors: 1) registration, lodging, meals, parking and mileage for attending the League of Oregon Cities Annual Conference; 2) the mayor shall be reimbursed for registration, lodging, meals, parking and mileage for attending the Oregon Mayor's Association (OMA) Annual Conference; 3) Childcare expense actually incurred by a council member or mayor needed during times the elected official is attending official city council meetings and events, urban renewal agency board meetings, and non-city committees when appointed by the mayor to represent the city. Childcare shall only be reimbursed for care for children under the age of ten, and shall not exceed twenty dollars an hour, and shall be limited to a maximum of ten hours per month; 4) No other expenses shall be reimbursed unless pre-approved by the city council. The mayor and council shall follow the procedures for reimbursement of incurred expenses applicable to city employees. Expenses will only be reimbursed upon the approval of the finance director. |
| Tualatin  | 4 Year Terms<br>No person shall be eligible to serve on the City Council more than twelve (12) years in any twenty (20) year period, whether serving as Councilor, Mayor, a pro tem member, or a combination thereof, except if a person has served only two terms as City Councilor, then that person shall be eligible to serve another two consecutive terms as Mayor. | 4 Year Terms<br>No person shall be eligible to serve on the City Council more than twelve (12) years in any twenty (20) year period, whether serving as Councilor, Mayor, a pro tem member, or a combination thereof, except if a person has served only two terms as City Councilor, then that person shall be eligible to serve another two consecutive terms as Mayor. | Zero                                                   | <b>Mayor:</b><br>\$20.00/month credit toward water bill<br><b>Councilor:</b><br>\$20.00/month credit toward water bill | <b>Mayor:</b> \$750.00<br>Technology stipend given at beginning of their term.<br><b>Councilor:</b> \$750.00<br>Technology stipend given at beginning of their term. | 90% for Mayor for full family; 90% for Councilors employee-only with option to buy full family | None | None | None | Per Tualatin: Traning, travel, lodging, meals, transportation & parking are paid for per oulined council rules. Mayor and Councilors recieved \$240.00 credit annually toward water bill                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|             |                                                                                                                                                                                                      |                                                                                                                                                                                                      |                                                                                                                                                                   |                                                                                                                                                              |                                                                         |      |      |      |      |                                                                                                             |
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| West Linn   | 4 Year Terms<br>No Term Limit                                                                                                                                                                        | 4 Year Terms<br>No Term Limit                                                                                                                                                                        | <b>Mayor:</b> \$9,445.38<br><b>Councilor:</b> \$5,909.90                                                                                                          | <b>Mayor:</b> \$787.11<br><b>Councilor:</b> \$492.49                                                                                                         | Zero<br>*City issued computers and cell phones for Mayor and Councilors | None | None | None | None | Per West Linn: All training, conference and travel related to training and conferences is paid for by City. |
| Wilsonville | 4 year terms<br>*No person shall be eligible to serve on the City Council more than 12 years in any 20 year period, whether serving as Councilor, Mayor, a pro tem member, or a combination thereof. | 4 year terms<br>*No person shall be eligible to serve on the City Council more than 12 years in any 20 year period, whether serving as Councilor, Mayor, a pro tem member, or a combination thereof. | <b>Mayor:</b> \$27,600.00<br><b>Council President:</b> \$18,000.00<br><b>Councilor:</b> \$10,200.00<br>*Stipends adjusted annually based on non-represented COLA. | <b>Mayor:</b> \$2,300.00<br><b>Council President:</b> \$1,500.00<br><b>Councilor:</b> \$850.00<br>*Stipends adjusted annually based on non-represented COLA. | Zero<br>*City issued computers and cell phones for Mayor and Councilors | None | None | None | None | Per Wilsonville: Traning and travel are offered but dependent on available budget at the time.              |

shaded = within Metro Boundary

# **Compensation for Elected Officials**

## **Recommendations and Rationale for Proposed Changes**

**David Andersen - City of Forest Grove Budget Subcommittee**

# Background

- During 2024/2025 budget process there was a discussion about possibly changing the amount elected officials are compensated
- A subcommittee, consisting only of the citizen-members of the Budget Committee, was formed to study the matter and make a recommendation to the City Council
- Each elected official was invited to submit input to the subcommittee
- Staff prepared a comprehensive comparison of how cities and towns similar to ours compensate their elected officials

# Process and Rationale

- Subcommittee members studied input received from elected officials as well as the data provided by staff on neighboring communities
- Subcommittee met twice to discuss and prepare recommendations
- A consensus emerged that significant changes were needed
  - Current system weighted too heavily on health insurance benefit, focused primarily on needs of retired or self-employed persons
  - Dollar equivalent of health benefit not necessarily proportional to duties and responsibilities
  - Not enough transparency

# Recommendations

- Offer subsidized health insurance only to elected official, with option to purchase family coverage
- Use savings from reduced health insurance benefit to significantly increase stipends, and establish 3 tiers for stipends:
  - Mayor: \$12K per year
  - Council President: \$9.5K per year
  - Council member: \$8K per year
- Other benefits (device allowance, etc.) remain without change
- Suggest that council adopt and implement these changes starting Jan 1, 2025