



CITY COUNCIL MEETING

Monday, February 24, 2025
Community Auditorium, 1915 Main Street

Malynda Wenzl, Mayor

Mariana Valenzuela, Council President
Angel Falconer, Councilor
Donna Gustafson, Councilor

Michael Marshall, Councilor
Karen Martinez, Councilor
Brian Schimmel, 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 submitted to the City Recorder at least 48 hours before the meeting at: mwoods@forestgrove-or.gov or 503-992-3235

EXECUTIVE SESSION

EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC. No formal decisions or actions will be taken. Representatives of the news media may attend, but may not disclose any information discussed. News media representatives can request a link to attend via Zoom by emailing the City Recorder's Office at: mwoods@forestgrove-or.gov

5:30 The Council will convene to hold an executive session: ORS 192.660(2)(f) to consider information or records that are exempt by law from public inspection.

URBAN RENEWAL AGENCY WORK SESSION

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

6:10 Building Improvement Grant Program Awards

Staff: Bryan Pohl, Community Development Director; Miles Glowacki, Economic Development Coordinator

CITY COUNCIL MEETING

A. 7:00 Call to Order

1. Roll Call
2. Land Acknowledgement
3. Pledge of Allegiance

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. Monthly Building Report January 2025

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 **Federal Projects Update**
Michael Skipper, Vice President at CFM Advocates
2. 7:30 **Washington County Sheriff's Office Update**
Caprice Massey, Washington County Sheriff

F. Public Hearings, Ordinances, and Resolutions

1. 7:45 **RESOLUTION 2025-07 ADOPTING 2025 CITY COUNCIL GOALS AND OBJECTIVES**
Staff: Jesse VanderZanden, City Manager
2. 7:55 **RESOLUTION 2025-08 ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF FOREST GROVE AND WASHINGTON COUNTY PROVIDING FUNDING FOR THE MAPLE STREET/FERN HILL ROAD/OREGON HIGHWAY 47 INTERSECTION IMPROVEMENTS PROJECT**
Staff: Gregory Robertson, Public Works Director
3. 8:00 **RESOLUTION 2025-09 ADOPTING CITY MANAGER PERFORMANCE EVALUATION AND SELF-EVALUATION FORMS AND REVIEW CRITERIA; REPEALING RESOLUTION NO. 2024-10**
Staff: Brenda Camilli, Human Resources Director
4. 8:05 **RESOLUTION 2025-10 AMENDING THE CITY COUNCIL RULES OF PROCEDURE BY DELETING SUBSECTIONS 17.1 AND 17.2**
Staff: Jesse VanderZanden, City Manager
5. 8:10 **RESOLUTION 2025-11 AUTHORIZING EXECUTION OF A LABOR AGREEMENT BETWEEN THE CITY OF FOREST GROVE AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 1660, EFFECTIVE JULY 1, 2024 AND EXPIRING JUNE 30, 2027**
Staff: Brenda Camilli, Human Resources Director

G. 8:15 Council Communications:

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

H. 8:40 Adjournment

CITY COUNCIL WORK SESSION

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

8:40 Proclamation Policy

Staff: Mariah Woods, City Recorder



A place where families and businesses thrive.

CITY RECORDER USE ONLY:

AGENDA ITEM #: _____

MEETING DATE: _____

FINAL ACTION: _____

URBAN RENEWAL AGENCY BOARD STAFF MEMORANDUM

TO: *Urban Renewal Agency Board*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Miles Glowacki, Economic Development Coordinator
Bryan Pohl, Community Development Director*

MEETING DATE: *February 24, 2025*

SUBJECT TITLE: *URA Work Session: Building Improvement Grant Program Awards*

ACTION REQUESTED:	Ordinance	Order	Resolution	Motion	X	Informational
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X all that apply

BACKGROUND:

In 2024, the URA Board approved the Building Improvement Grant Program (Program) and funded the program with \$350,000 in FY 24-25. The application window for the Program was open from July 1 through December 31, 2024, and the URA received 9 applications totaling \$241,000. The Economic Development Commission (EDC) met on February 13, 2024.

The EDC scored the applications and made several recommendations to the URA Board (see table insert). The purpose of the work session is to review EDC's recommendations, agree on a scoring rubric, and score the applications.

Attached are the applications. The applications were submitted online and have been copied verbatim into a word document, including the binary yes/no questions that were answered by each applicant. The applications are included to allow Board members to read ahead and be prepared to score each application at the meeting following consensus on the scoring rubric.

Additional information for the work session will be supplemented to the Council packet by Friday.

ATTACHMENT(s):

- Draft Scoring Rubric and Building Improvement Grant Applications

EDC Recommendations

PROJECT ADDRESS	EDC SCORE	RECOMMENDATION	FUNDING AMOUNT
1940 Pacific Ave	38	Approve	\$100,000
1900 A St	36	Approve	\$3,000
2004 Main St	36	Approve	\$22,500
1936 A St	35	Approve	\$8,505
1922 21 st Ave	34	Approve	\$20,652
3224 Pacific Ave	34	Approve	\$20,735
2007 21 st Ave (Owner)	31	Request more information	\$250
2118 19 th Ave	31	Request more information	\$50,000
2007 21 st Ave (Tenant)	26	Request more information	\$15,935

Building Revitalization Grant Applications 2025

1940 Pacific Avenue

Project Cost: \$222,000

Grant Request: \$100,000

Age of building: 74 years

Current Leasable Sq Ft. 12,070

Leased Sq. Ft. 12,070

Tenants: 1

Building Use: Commercial

Project Description: Install new stair access from level 2 (main) to level 4 (loft), make level 4 feasible for lease such as installation of 100A panel, HVAC Heat pump, flooring and windows. Replacement of some windows will be considered depending on the budget allowed.

Does the Project:

Incorporate Sustainable Building Practices: Yes

Improve the environmental impact: Yes

Address safety concerns or accessibility: Yes

Does the project improve the streetscape or pedestrian experience: Yes

Does the project expand the leasable area: Yes



1900 A Street

Project Cost: \$6,000

Grant Request: \$3,000

Age of building: 75 years

Current Leasable Sq Ft. 3,045

Leased Sq. Ft. 3,045

Tenants: 1

Building Use: Commercial

Project Description: For this project, we aim to install insulation along the 19th Avenue and A Street sides of 1900 A Street, currently rented by Waltz Brewing (Figure 1). Our tenants are planning to replace the building's siding, and we believe that this presents an ideal opportunity to simultaneously add insulation to the exterior walls and install new gutters. The insulation will enhance temperature control for the occupants of Waltz Brewing, reduce their utility bills, and improve the overall energy efficiency of the space. Additionally, we plan to replace the rain gutters on that wall while the siding work is underway. We have chosen to work with HNA Homes Inc., the general contractor that our tenants are using for their planned renovations. Partnering with the same contractor will facilitate better coordination and ensure the project is completed as efficiently as possible.

Does the Project:

Incorporate Sustainable Building Practices: Yes

Improve the environmental impact: Yes

Address safety concerns or accessibility: No

Does the project improve the streetscape or pedestrian experience: No

Does the project expand the leasable area: No



2004 Main Street

Project Cost: \$45,000

Grant Request: \$22,500

Age of building: 112 yrs

Current Leasable Sq Ft. 9,000

Leased Sq. Ft. 8,920

Tenants: 13

Building Use: Commercial

Project Description: For this project, we aim to install three ductless mini-split air conditioner and heat pump units at 2004 Main Street, a historic building originally constructed in 1913 as the First National Bank in Forest Grove. Currently, the building is used for commercial rental spaces across three floors. The first floor accommodates two large rental spaces – presently occupied by the Red Rooster Saloon and Guidetti's Marketplace. We plan to install one mini-split unit in each of these high-traffic areas. Additionally, we will place a third mini-split unit centrally on the second floor.

The third floor is already equipped with a mini-split system, which has significantly enhanced temperature control for our third-floor tenants. We plan to use the same contractor, Honey Badger HVAC Inc., for the installation of these proposed additional units. Honey Badger HVAC Inc. has estimated that the cost of installing the three new mini-splits will be \$45,000.

By adding these three new units, we will be able to decommission the existing HVAC system, which was retrofitted into the building during the 1970s. This aging system has become increasingly challenging to maintain, with a dwindling pool of contractors available for servicing. The new mini-split units are more energy-efficient than the current heating and cooling setup. These units will also improve the level of comfort for our tenants and visitors to the building.

Does the Project:

Incorporate Sustainable Building Practices: Yes

Improve the environmental impact: Yes

Address safety concerns or accessibility: No

Does the project improve the streetscape or

pedestrian experience: No

Does the project expand the leasable area: No



1936 A Street

Project Cost: \$17,010

Grant Request: \$8,505

Age of building: 70 yrs

Current Leasable Sq Ft. 2,800

Leased Sq. Ft. 2,800

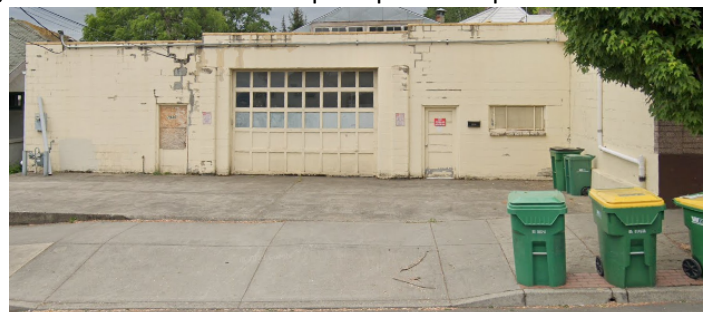
Tenants: 1

Building Use: Commercial (Warehouse)

Project Description: For this project, we would like to upgrade the roof windows. The current, outdated windows will be removed and new windows will be installed by a contractor. The new windows will be more energy efficient. This will lower the cost of heating and cooling the rented space. The new, modern windows will help keep the temperature of the rented space at a comfortable level for the tenants. We have two contractors, Martin Glass (Licenses # 130038) and Kopp Construction (License # 76090) give bids on this project. We included their estimates and proof contractor license with the Design Plans pdf.

Does the Project:

Incorporate Sustainable Building Practices: Yes



Improve the environmental impact: Yes
Address safety concerns or accessibility: Yes
Does the project improve the streetscape or pedestrian experience: No
Does the project expand the leasable area: No

1922 21st Ave

Project Cost: \$41,304 Grant Request: \$20,652
Age of building: Current Leasable Sq Ft. Leased Sq. Ft. Tenants: 1
Building Use: Commercial

Project Description: The total leased space is 370 sq ft; the goal of this project is to add a ductless mini split system to provide air conditioning to the 215 sq ft of active work space. Exhaust fans will also be installed to existing vents in both the restroom and front lobby area to improve indoor air quality, heating and cooling efficiency and working conditions.

Upon evaluation, HVAC services determined the only place available to install the heat pump unit would be on the roof, and any breach to the existing roof will result in leaks and building damage. Roofing professionals have determined the roof needs to be replaced. Total roof area is approximately 1000 sq ft, as it houses two leased units. This will be a complete tear-off and replacement. Once the roofing is done, electricians will upgrade the electrical to install a 100 amp breaker panel off of the existing electrical meters and a 30 amp circuit to the roof for the mini split system. Rick Larson with the city of Forest Grove was consulted at the time of the assessment to determine feasibility of the breaker panel plan and it was deemed to be an agreeable solution. Exhaust fans are to be installed the same day as the breaker panel.

HVAC will coordinate with roofers and electricians to do their installation. Roofers pose the greatest challenge to any timeline, but anticipate no more than a week needed to do the work. Tear off will require a dump truck present in the alley/driveway 1 - 2 days, impacting traffic flow. HVAC will need two days and electricians only one to complete their work. The entire project should be done within a month of starting.

Does the Project:
Incorporate Sustainable Building Practices: Yes
Improve the environmental impact: Yes
Address safety concerns or accessibility: Yes
Does the project improve the streetscape or pedestrian experience: No
Does the project expand the leasable area: No



3224 Pacific Ave

Project Cost: \$41,470 Grant Request: \$20,735
Age of building: 60+ yrs Current Leasable Sq Ft. Leased Sq. Ft. Tenants: 13
Building Use: Commercial – 10 room motel, 4 apartments, manager's unit

Project Description: In conjunction with the new building construction taking place to expand the Holiday Motel, the existing buildings will go through a remodel and renovation process to upgrade the look and feel of the property. The buildings siding will all be replaced as well as new paint across both existing buildings. This will match the look and feel of the new two story building that will be constructed on the existing lot in the first half of 2025.

Does the Project:

Incorporate Sustainable Building Practices: Yes
Improve the environmental impact: Yes
Address safety concerns or accessibility: No
Does the project improve the streetscape or pedestrian experience: Yes
Does the project expand the leasable area: No



2007 21st Ave (Owner)

Project Cost: \$500	Grant Request: \$250		
Age of building: 73 yrs	Current Leasable Sq Ft.	Leased Sq. Ft.	Tenants: 1
Building Use: Commercial			

Project Description: Due to the growth and popularity of Slowrise they need a door that can handle the constant traffic of purveyors and staff making deliveries. The existing door is an older, inefficient unit that swells in the humidity of the interior as well as when it is wet outside. It also has a window in it that does not block the solar gain which is significant.

The replacement of the door will allow for easy access and will be able to handle the humidity variations. The internal core blinds will allow for less solar gain that makes the area uncomfortable as well as detrimental to their product.

This is a fix that will be low cost and a valuable asset to the tenant's operations.

Does the Project:

Incorporate Sustainable Building Practices: Yes
Improve the environmental impact: Yes
Address safety concerns or accessibility: Yes
Does the project improve the streetscape or pedestrian experience: Yes
Does the project expand the leasable area: No



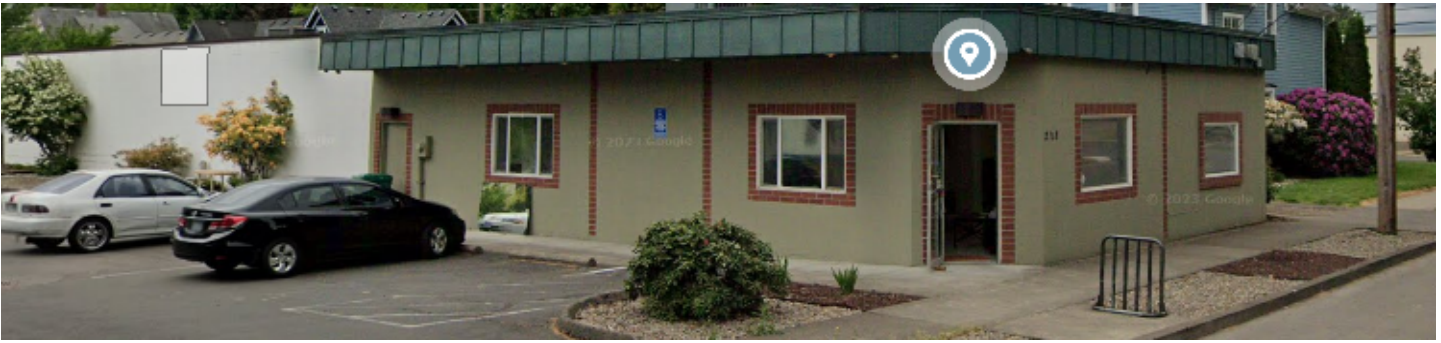
2118 19th Ave

Project Cost: \$165,000	Grant Request: \$50,000		
Age of building:	Current Leasable Sq Ft.	Leased Sq. Ft.	Tenants: 1
Building Use: Commercial (Warehouse)			

Project Description: Internal remodeling of Salon/Spa, including updating electrical services, plumbing to increase usable space and design elements.

Does the Project:

Incorporate Sustainable Building Practices: Yes
Improve the environmental impact: Yes
Address safety concerns or accessibility: Yes
Does the project improve the streetscape or pedestrian experience: No
Does the project expand the leasable area: No



2007 21st Ave (Tenant)

Project Cost: \$31,870	Grant Request: \$15,935		
Age of building: 73 yrs	Current Leasable Sq Ft.	Leased Sq. Ft.	Tenants:
Building Use: Commercial			

Project Description: We would like to use this grant to build a walk-in cooler in our bakery building! All of our breads and many of our pastries have to proof overnight, refrigerated. We are running out of fridge space to proof products, and are having to turn down orders from customers due to lack of refrigeration capacity. We are currently using five different fridges to proof products. One walk-in cooler would replace all of these fridges. It would be much more efficient, and would also expand our current limited capacity. With a walk-in, we would be able to offer more to customers, and could provide a better overall customer experience without running out of items so quickly. We have worked with PKNW (contractor) before, they do exceptional work, and they specialize in restaurant projects. They have quoted us \$31,870 for this project. We would be installing this walk-in cooler in an existing room that is currently storage/office space. Feel free to reach out with any questions! It is very clear to us that a walk-in is essential for our small business to grow and thrive here in Forest Grove, and we absolutely need this grant to make this project happen.

- Does the Project:
- Incorporate Sustainable Building Practices: Yes
 - Improve the environmental impact: Yes
 - Address safety concerns or accessibility: No
 - Does the project improve the streetscape or pedestrian experience: Yes
 - Does the project expand the leasable area: No





BUILDING IMPROVEMENT GRANT PROGRAM

Bryan Pohl | Community Development Director
Miles Glowacki | Economic Development Coordinator

Urban Renewal Agency Board of Directors Work Session
February 24, 2025

PURPOSE

The purpose of tonight's work session:

- Brief background and status of Urban Renewal Agency Design and Building Improvement Grant Programs
- Reach consensus on a scoring rubric
- Review and score grant applications
- Reach consensus on awarding grants
- Reach consensus on next steps

PURPOSE OF THE PROGRAM

City Council Goal: Address long-term growth and support housing and economic stability.

City Council Goal: Ensure an inclusive, accessible, and sustainable community.

City Council Objective: Evaluate funding options and implement the Urban Renewal Plan.

URA Goal 3: Improve the local investment climate by reducing financial barriers to development and redevelopment within the Urban Renewal area.

URA Goal 4: Promote a vibrant Forest Grove Town Center through strategic urban renewal investments.

DESIGN GRANT

Design Grant

- Allows applicants to prepare for a Building Improvement or Storefront grant
- No match
- Reimbursement based
- Grants up to \$5,000 for architectural, design, and engineering services
- The applicant is required to implement improvements that meet or exceed \$25,000



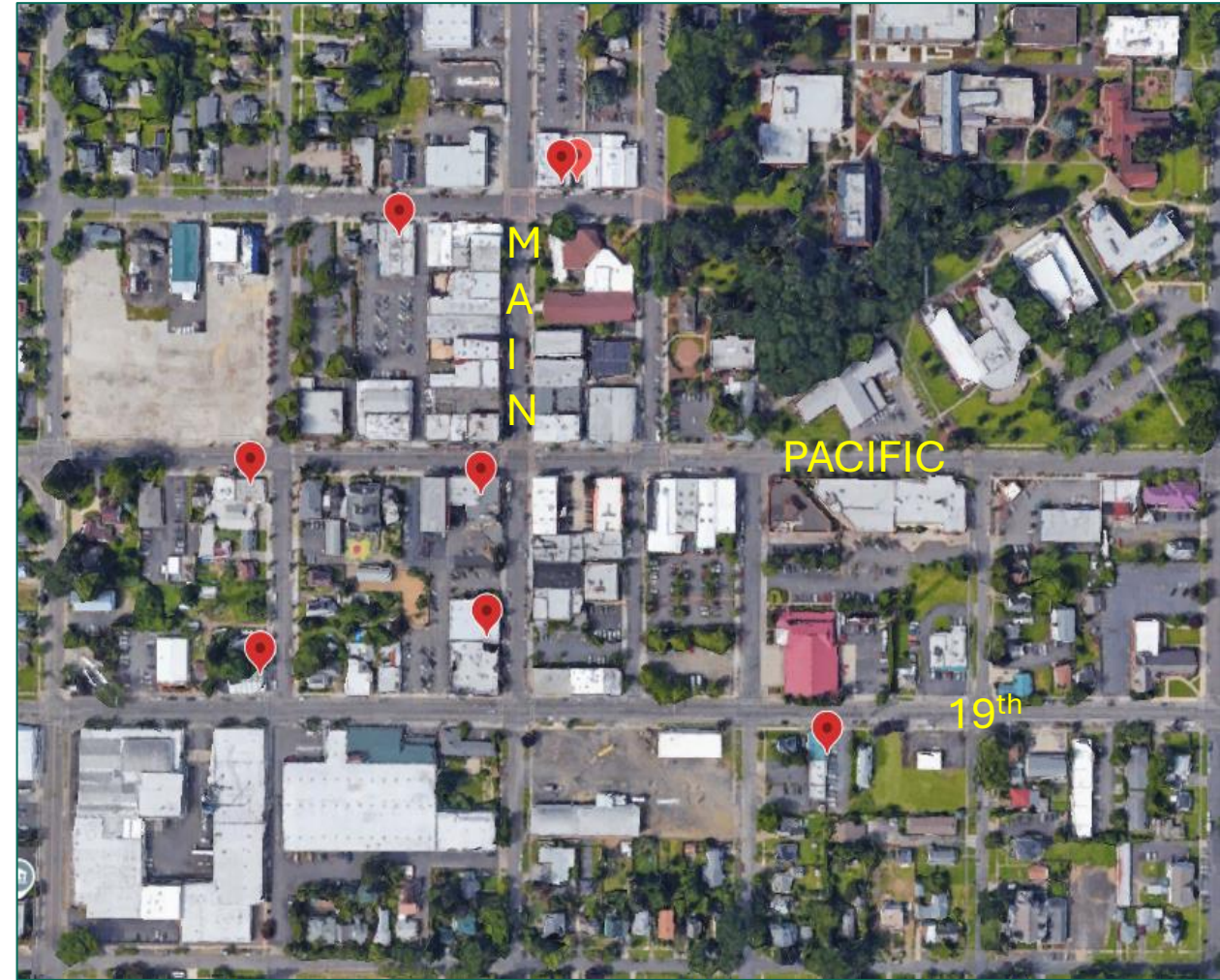
BUILDING IMPROVEMENT GRANT

- Established 2024 & included in the Urban Renewal Plan
- Catalyzes private investment in the urban renewal area to create safer, more attractive spaces, enhance community well-being, and increase assessed value
- Modeled after several other successful URA programs
- Grants up to \$100,000 per building in a 5-year period
- Improvements must increase assessed value of the property, marketability for leasing, functionality for current or future tenants, and/or convert space to a more marketable usage
- Building owner or tenant apply
- 1:1 match
- Reimbursement based
- Permit fees, SDC fees, and own labor not reimbursable
- Must be a commercial/mixed-use property
- National chains ineligible unless franchised to a local owner
- EDC scores applications and makes recommendations
- URA Board scores and awards grants



BUILDING IMPROVEMENT GRANT

- Application period July 1-Dec. 31, 2024
- Program funded at \$350,000 for FY 24-25
- 9 applications received totaling \$241,000
- First time through scoring process
- Can modify over time
- Economic Development Commission (EDC) met February 13, 2025, and recommended:
 - Fund 6 of 9 applications
 - Allow 3 applications to submit additional information for reconsideration this fiscal year
 - Minor modifications to the scoring rubric



SCORING RUBRIC

Award 0 to 5 points		
5 points – exceeds 3 points – meets 0 point – does not meet		
	Criteria	Points
1.	Project is clearly defined and explained in the application	
2.	Application materials adequately demonstrate how the project will provide a public benefit.	
3.	Project will increase the assessed value of the building.	
4.	Project contributes to business or tenant retention or prevents displacement.	
5.	The project is consistent with the proposed or existing use.	
6.	Project restores or improves the condition of a historical asset.	
7.	Project helps an existing business expand/grow.	
8.	Project will increase employment.	
9.	Project incorporates sustainable building practices / improves the environmental impact of the building / space.	
10.	Project improves the streetscape by enhancing aesthetics.	
11.	Project addresses safety concerns or accessibility.	
	Total	

EDC Recommends:

- Must average 33 points or higher to award
- If less than 33 points, allow applicant to submit additional information for reconsideration this fiscal year
- Delete #10
- Result is 10 total objectives
- Must average 30 points or higher to award

Question:

Is there consensus to accept EDC's recommendations and use this scoring rubric?

DRAFT SCORING RUBRIC										
Award 0 – 5 points										
0 – Does not meet										
3 – Meets										
5 - <u>Exceeds</u>										
		1940 PACIFIC AVE	1900 A ST	2004 MAIN STREET	1936 A ST	1922 21 st AVE	3224 PACIFIC AVE	2007 21 st AVE (OWNER)	2118 19 th AVE	2007 21 st AVE (TENANT)
EDC Score:		38	36	36	35	34	34	31	31	26
(A=Approve, I = More info requested)										
EDC Recommendation:		A	A	A	A	A	A	I	I	I
Grant Request:		100k	3k	22.5k	8.5k	20.6k	20.7k	.25k	50k	16k
1.	Project is clearly defined and explained in the application.									
2.	Application materials demonstrate how the project will provide a benefit.									
3.	Project will increase the assessed value of the building.									
4.	Project contributes to business or tenant retention or prevents displacements.									
5.	Project is consistent with the proposed or existing use.									
6.	Project restores or improves the condition of a historical asset.									
7.	Project helps an existing business expand/grow.									
8.	Project will increase employment.									
9.	Project incorporates sustainable building practices / improves the environmental impact of the building/space.									
10.	Project addresses safety or accessibility concerns.									
TOTAL:										

Scoring Process

- Go through powerpoint and discuss all projects
- Board members individually score all projects
- Board members turn in score sheets to City Recorder
- City Recorder posts scores on screen
- Scores to be averaged with EDC average
- Board discusses results and reaches consensus on awards
- Resolution at the next regular meeting

PROJECT: 1940 PACIFIC AVE

1940 Pacific Avenue (US BANK BUILDING) (Owner)

Project Cost: \$222,000

Grant Request: \$100,000

Project Description: Install new stair access from level 2 (main) to level 4 (loft), make level 4 feasible for lease such as installation of 100A panel, HVAC Heat pump, flooring, and windows. Replacement of some windows will be considered depending on the budget allowed.



PROJECT: 1900 A St

Project Cost: \$6,000

Grant Request: \$3,000

Project Description: Install insulation along the 19th Avenue and A Street sides of 1900 A Street. The insulation will enhance temperature control for the occupants of Waltz Brewing, reduce their utility bills, and improve the overall energy efficiency of the space. Replace the rain gutters 19th Ave.



PROJECT: 2004 Main St

Project Cost: \$45,000

Grant Request: \$22,500

Project Description: Install three ductless mini-split air conditioner and heat pump units. Decommission inefficient HVAC system.



PROJECT: 1936 A St

Project Cost: \$17,010
Grant Request: \$8,505

Project Description:
Upgrade the roof windows.



PROJECT: 1922 21st

Project Cost: \$41,304

Grant Request: \$20,652

Project Description: Replace the roof, add a ductless mini split system, exhaust fans, upgrade breakers to provide air conditioning to the 215 sq ft of active work space. Total roof area is approximately 1000 sq ft, as it houses two leased units.



PROJECT: 3224 Pacific Ave (Owner)

Project Cost: \$41,470

Grant Request: \$20,735

Project Description: In conjunction with the new building construction taking place to expand the Holiday Motel, the existing buildings will go through a remodel and renovation process to upgrade the look and feel of the property. The buildings siding will all be replaced as well as new paint across both existing buildings. This will match the look and feel of the new two-story building that will be constructed on the existing lot in the first half of 2025.



PROJECT: 2007 21st Ave (Owner)

Project Cost: \$500
Grant Request: \$250

Project Description:
Replacement of front door.



PROJECT: 2118 19th Ave

Project Cost: \$165,000

Grant Request: \$50,000

Project Description: Internal remodeling of Salon/Spa, including updating electrical services, plumbing to increase usable space and design elements.



PROJECT: 2007 21st Ave (Tenant)

Project Cost: \$31,870
Grant Request: \$15,935

Project Description: Conversion of office/storage space to walk-in refrigeration.



PROPOSED NEXT STEPS

- Score applications
- Reach consensus on which applications to approve
- Suggestions on improvements for next year
 - Scoring Rubric
 - Building Improvement Grant Program



QUESTIONS

Mariah Woods

From: noreply@civicplus.com
Sent: Wednesday, February 19, 2025 1:02 PM
To: City Councilors
Subject: Online Form Submittal: Contact City Council

Contact City Council

First Name	Allyn
Last Name	Clark
City	Forest Grove
State	OR
Zip	97116
Email	[REDACTED]
Whom would you like to contact?	Entire Forest Grove City Council (Includes Mayor Wenzl)
Would you like a response?	Yes
Question / Comment	Dear Council~ I am writing in response to the content and discussion at the January 13th Council Meeting. Specifically, the report from Councilor Martinez regarding the Senior Center. There were multiple claims in the report that were factually false. In many other arenas, this could be considered defamatory and have action brought against the persons and the body responsible. It was completely irresponsible for Councilor Martinez to make any assertions or accusations against the prior operator of the Senior Center, without first finding out the factual information from them regarding any matters. Delivering a one-sided report from the exact organization that is trying to protect itself and make itself look promising to the Council is such a disregard of common sense and respect. There were claims of things in disrepair and things that were

taken and not provided to the new operator. In fact, all of the assets within that building were the property of the prior operator, and anything that was done with them, was totally and completely the choice of the prior operator. Beginning early in December after a meeting with the outgoing operator, incoming operator and city staff, the prior operator did it's best to help the transition. The new operator had people on site for at least the final three weeks of December. That sure seems like plenty of time for them to ascertain what is happening daily and be able to start operations seamlessly on January 2. Yet, for some reason they want to place blame on the prior operator.

Councilor Schimmel's comment to be sure the public knows just how uncooperative the prior operator has been is out of line. He may have some action still coming for that false accusation.

Speaking of Councilor Schimmel, he has a pecuniary interest in any and all things relating to Centro Cultural or the Senior Center, and he should never be involved in any vote or discussion related to them., according to the Council rule 8.3. Further he does not possess the ability to render an unbiased decision or opinion related to that matter as well. He should also not be involved in any conversation related to that matter according to Council rule 8.4. If I ever see comments from Councilor Schimmel relating to anything about these matters in the future, I will file a formal complaint and expect that all proper punitive actions would be upheld.

Next time the council wants to report on anything, they should be sure to collect and present all related opinions and facts on the matter.

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

Mariah Woods

From: noreply@civicplus.com
Sent: Thursday, February 20, 2025 7:49 AM
To: City Councilors
Subject: Online Form Submittal: Contact City Council

Contact City Council

First Name	Morgan
Last Name	Knapp
City	Forest Grove
State	Oregon
Zip	97116
Email	
Whom would you like to contact?	Entire Forest Grove City Council (Includes Mayor Wenzl)
Would you like a response?	No
Question / Comment	Thank you for your Inclusive Community Resolution of 2/13. We are stronger together!

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

Mariah Woods

From: [REDACTED]
Sent: Monday, February 24, 2025 10:28 AM
To: 'Kathryn Harrington'; Jerry Willey; 'Pam Treece'; 'Jason Snider'; 'Nafisa Fai'; Malynda Wenzl; beach.pace@hillsboro-oregon.gov
Cc: 'Tanya Ange'; Washington County Administrative Office; Amber Ames; City Councilors; Therese Bottomly; Lauren Bishop; 'WC CAN Board'
Subject: Dale Feik, Public comment, 10 reasons for optimism by Robert Reich

From: [REDACTED]
Sent: Monday, February 24, 2025 9:32 AM
To: 'Kathryn Harrington' <Kathryn_Harrington@washingtoncountyor.gov>; Jerry Willey <Jerry_Willey@washingtoncountyor.gov>; 'Pam Treece' <Pam_Treece@washingtoncountyor.gov>; 'Jason Snider' <jason_snider@washingtoncountyor.gov>; 'Nafisa Fai' <N_Fai@washingtoncountyor.gov>; 'Malynda Wenzl' <mwenzl@forestgrove-or.gov>; beach.pace@hillsboro-oregon.gov <beach.pace@hillsboro-oregon.gov>
Cc: 'Tanya Ange' <Tanya_Ange@washingtoncountyor.gov>; Washington County Administrative Office <Washcoclerk@washingtoncountyor.gov>; Amber Ames <amber.ames@hillsboro-oregon.gov>; Mariah Woods <citycouncilors@forestgrove-or.gov>; Therese Bottomly <tbottomly@oregonian.com>; Lauren Bishop <lbishop@pamplinmedia.com>; 'WC CAN Board' <board@wc-can.org>
Subject: Dale Feik, Public comment, 10 reasons for optimism by Robert Reich

To: Kathryn Harrington, Chair of Washington County Commission and Commissioners, Jerry Willey, Pam Treece, Nafisa Fai, Jason Snider

To: Malynda Wenzl, Mayor of Forest Grove, and City Councilors

To: Beach Pace, Mayor of Hillsboro, and City Councilors

February 24, 2025

Ten reasons for modest optimism

Robert

Reich

Feb.

21,2025

If you are experiencing rage and despair about what is happening in America and the world right now because of the Trump-Vance-Musk regime, you are hardly alone. A groundswell of opposition is growing — not as loud and boisterous as the resistance to Trump 1.0, but just as, if not more, committed to ending the scourge.

Here's a partial summary — 10 reasons for modest optimism.

1. Boycotts are taking hold.

Americans are changing shopping habits in a backlash against corporations that have shifted their public policies to align with Trump.

Millions are pledging to halt discretionary spending for 24 hours on February 28 in protest against major retailers — chiefly Amazon, Walmart, and Best Buy — for scaling back diversity, equity, and inclusion initiatives in response to Trump.

Four out of 10 Americans have already shifted their spending over the last few months to be more consistent with their moral views, according to the Harris poll. (Far more Democrats — 50 percent — are changing their spending habits compared with Republicans — 41 percent.)

Calls to boycott Tesla apparently are having an effect. After a disappointing 2024, Tesla sales declined further in January. In California, a key market for Tesla, nearly 12 percent fewer Teslas were registered in January 2025 than in January 2024. An analysis by Electrek points to even more trouble for Tesla in Europe, where Tesla sales have dropped in every market. X users are shifting over to Bluesky at a rapid rate, even as Musk adds more advertisers to his ongoing lawsuit against those that have justifiably boycotted X after he turned it into a cesspool of lies and hate (this week, he added Lego, Nestle, Tyson Foods, and Shell).

2. International resistance is rising.

Canada has helped lead the way: A grassroots boycott of American products and tourism is underway there. Prime Minister Trudeau has in effect become a “wartime prime minister” as he stands up to Trump’s bullying.

Jean Chrétien, who served as prime minister of Canada from 1993 to 2003, is urging Canada to join with leaders in Denmark, Panama, and Mexico, as well as with European Commission President Ursula von der Leyen, to fight back against Trump’s threats.

Mexico’s President Claudia Sheinbaum is standing up to Trump. She has defended not just Mexico but also the sovereignty of Latin American countries Trump has threatened and insulted.

In the wake of JD Vance’s offensive speech at the Munich security conference last week, European democracies are standing together — condemning his speech and making it clear they will support Ukraine and never capitulate to Putin, as Trump has done.

3. Independent and alternative media are growing.

Trump and Musk’s “shock and awe” strategy was premised on their control of all major information outlets — not just Fox News and its right-wing imitators but the mainstream corporate media as well.

It hasn’t worked. *The New York Times* has done sharp and accurate reporting on what’s happening. Even the non-editorial side of *The Wall Street Journal* has shown some gumption.

The biggest news, though, is the increasing role now being played by independent and alternative media. Subscriptions have surged at [Democracy Now](#), [The American Prospect](#), [Americans for Tax Fairness](#), [Economic Policy Institute](#), [Center on Budget and Policy Priorities](#), [The Guardian](#), [ProPublica](#), [Labor Notes](#), [The Lever](#), [Popular Information](#), [Heather Cox Richardson](#), and, of course, [this](#) and other Substacks.

As a result, although Trump and Musk continue to flood the zone with lies, Americans aren’t as readily falling for their scams.

4. Musk’s popularity is plunging.

Elon Musk is underwater in public opinion, according to polls published Wednesday.

Surveys by Quinnipiac University and Pew Research Center — coming just after Trump and Musk were interviewed together by Fox News’ Sean Hannity, with Trump calling Musk a “great guy” who “really cares for the country” — show a growing majority of Americans holding an unfavorable view of Musk.

In [Pew’s findings](#), 54 percent report disliking Musk compared to 42 percent with a positive view; 36 percent report a very unfavorable view of Musk. [Quinnipiac’s results](#) show 55 percent believe Musk has too big a role in the government.

5. Musk’s Doge is losing credibility.

On Monday, DOGE listed government contracts it has canceled, claiming that they amount to some \$16 billion in savings — itemized on a new “[wall of receipts](#)” on its website.

Almost half were attributed to a single \$8 billion contract for the Immigration and Customs Enforcement agency — but that contract was for \$8 *million*, not \$8 billion. A larger total savings number published on the site, \$55 billion, lacked specific documentation.

In addition, Musk and Trump [say](#) tens of millions of “dead people” may be receiving fraudulent Social Security payments from the government. The table Musk [shared on social media](#) over the weekend showed about 20 million people in the Social Security Administration’s database over the age of 100 and with no known death.

But as the agency’s inspector general found in [2023](#), “almost none” of them were receiving payments; most had died before the advent of electronic records.

These kinds of rudimentary errors are destroying DOGE’s credibility and causing even more to question allowing Musk’s muskrats unfettered access to personal data on Americans.

6. The federal courts are hitting back.

So far, at least 74 lawsuits have been filed by state attorneys general, nonprofits, and unions against the Trump regime. And at least 17 judges — including several appointed by Republicans — already have issued orders blocking or temporarily halting actions by the Trump regime.

The blocking orders include Trump initiatives to restrict birthright citizenship, suspend or cut off domestic and foreign U.S. spending, shrink the federal workforce, oust independent agency heads, and roll back legal protections and medical care for transgender adults and youths.

In other cases, the Trump regime has agreed to a pause to give judges time to rule, another way that legal fights are forcing a slowdown.

7. Demonstrations are on the rise.

We haven't seen anything like the January 2017 Women's March, the day after Trump 1.0 began, but over the past weeks, demonstrations have been increasing across the country. Last Monday, on Presidents Day, demonstrators descended upon state capitol buildings.

In Washington, D.C., thousands gathered at the Capitol Reflecting Pool, chanting "Where is Congress?" and urging members of Congress to "Do your job!" despite nearly 40-degree temperatures and 20-mile-per-hour wind gusts.

The nationwide protests are part of the 50501 Movement, which stands for "50 protests. 50 states. 1 movement." One of its leaders, Potus Black, urged the crowd of protesters in Washington to stand united in order to "uphold the Constitution."

"To oppose tyranny is to stand behind democracy and remind our elected officials that we, the people, are who they're elected to serve, not themselves. The events over the past month have been built to exhaust us, to break our wills. But we are the American people. We will not break."

I expect that in the coming weeks and months protests will grow larger and louder — and by summer perhaps a "Summer of Democracy" will sweep the nation.

Acts of civil disobedience are also on the rise, as are resignations in protest against the regime. This week, former NFL punter [Chris Kluwe](#) was hauled out of a Huntington Beach City Council meeting after speaking out against Trump during public comments against plans to include a MAGA reference in the design of a library plaque.

As cheers erupted from the audience, Kluwe told the council, in words that should be repeated across the land:

"MAGA stands for trying to erase trans people from existence. MAGA stands for resegregation and racism. MAGA stands for censorship and book bans. MAGA stands for firing air traffic controllers while planes are crashing. MAGA stands for firing the people overseeing our nuclear arsenal. MAGA stands for firing military veterans and those serving them at the VA, including canceling research on veteran suicide. MAGA stands for cutting funds to education, including for disabled children. MAGA is profoundly corrupt, unmistakably anti-democracy and most importantly, MAGA is explicitly a Nazi movement. You may have replaced a swastika with a red hat, but that is what it is."

When he was done speaking, Kluwe said he would “engage in the time-honored American tradition of peaceful civil disobedience.”

8. Stock and bond markets are trembling.

Trump has not lowered prices; in fact, inflation is rising under his control.

Trump’s wild talk of 25 percent tariffs is spooking the market. Yesterday, the Dow Jones Industrial Average, which measures the performance of 30 large-cap U.S. stocks, dropped by more than 1.40 percent.

Treasury bonds also dropped after a report showed more U.S. workers applied for unemployment benefits last week than economists expected — an indication the pace of layoffs could be worsening. Transcripts of the last Fed meeting showed that officials discussed how Trump's proposed tariffs and mass deportations of migrants, as well as strong consumer spending, could push inflation higher this year.

Economic storm clouds like these should be troubling for everyone but especially for a regime that measures its success by stock and bond markets.

9. Trump is overreaching — pretending to be “king” and abandoning Ukraine for Putin.

Trump’s threats of annexation, conquest, and “unleashing hell” have been exposed as farcical bluffs — and his displays this week of being “king” and siding with Putin have unleashed a new level of public ridicule.

On Wednesday, following his attempt to kill a new congestion pricing program for Manhattan, Trump wrote on Truth Social: “CONGESTION PRICING IS DEAD. Manhattan, and all of New York, is SAVED. LONG LIVE THE KING!” The White House shared the quote accompanied by a computer-generated image of Trump grinning on a fake *Time* magazine cover while donning a golden crown.

Negative reaction was swift and overwhelming. Social media has exploded with derision. New York Governor Kathy Hochul said, “We are a nation of laws, not ruled by a king.” Illinois’s Democratic governor, JB Pritzker, said, “My oath is to the Constitution of our state and our nation. We don’t have kings in America, and I won’t bend the knee to one.”

The reaction to Trump’s abandoning Ukraine and siding with Putin has been more devastating, putting congressional Republicans on the defensive. Prominent Republican senators Roger Wicker of Mississippi and John Kennedy of Louisiana criticized Putin. Bill Kristol, a former official in the Reagan and George H.W. Bush administrations, noted that “Nato and the US commitment to Europe has kept the European peace for 80 years. It’s foolish and reckless to put that at risk. And for what? To get along with Putin?”

10. The Trump-Vance-Musk “shock and awe” plan is faltering.

In all these ways and for all of these reasons, the regime’s efforts to overwhelm us are failing.

Make no mistake: Trump, Vance, and Musk continue to be an indiscriminate wrecking ball that has already caused major destruction and will continue to weaken and isolate America. But their takeover has been slowed.

Their plan was based on doing so much, so fast that the rest of us would give in to negativity and despair. They want a dictatorship built on hopelessness and fear.

That may have been the case initially, but we can take courage from the green shoots of rebellion now appearing across America and the world.

As several of you have pointed out, successful resistance movements maintain hope and a positive vision of the future, no matter how dark the present.

More than 55 years ago, I participated in the resistance to the Vietnam War — a resistance that ultimately ended the war and caused a once powerful president to resign. That resistance gave us courage we didn't even know we had. It changed American culture, inspiring songs such as "The Times They Are A Changing," and "Blowin' In The Wind."

No one person led that anti-war movement. It was an amalgam of groups and leaders spanning more than six years of mobilization and organization, at all levels of society.

The Civil Rights Movement that culminated in the Civil Rights Act of 1964 and the Voting Rights Act of 1965 required over 18 years of organizing, demonstrating, and mobilizing.

The current coup is less than five weeks old, and resistance has only begun. The Trump-Vance-Musk regime will fail. Even so, the Democracy Movement now emerging will require at least a decade, if not a generation, to rebuild and strengthen what has been destroyed, and to fix the raging inequalities, injustices, and corruption that led so many to vote for Trump for a second time.

Those of you who want the leaders of the Democratic Party to step up and be heard are right, of course. But political parties do not lead. The anti-war movement and the Civil Rights Movement didn't depend on the Democratic Party for their successes. They depended on a mass mobilization of all of us who accepted the responsibilities of being American.

We will prevail because we are relearning the basic truth — that we are the leaders we've been waiting for.

Respectfully,

Dale Feik

"Justice and freedom; discussion and criticism; intelligence and character--these are the indispensable ingredients of the democratic state. We can be rich and powerful without them but not for long." -Robert M. Hutchins

Cc: Tanya Ange, WCounty Administrator

Diane Taniguchi-Dennis, Clean Water Services Chief Executive Officer

Kevin Moss, WC Clerk

Amber Ames, Hillsboro City Council clerk

Mariah Woods, Recorder/clerk, Forest Grove City Council

Therese Bottomly, The Oregonian reporter

Lauren Bishop, The Forest Grove and Hillsboro NewsTimes

Washington County Citizen Action Network (WC CAN) Board of Directors

Bites Restaurant
2014 Main Street
Forest Grove, OR 97116

Pelagic Brewing
1921 21st Avenue
Forest Grove, OR 97116

February 24, 2025

Forest Grove City Council
City of Forest Grove
Forest Grove City Hall
1924 Council Street
Forest Grove, OR 97116

Subject: Request for Additional building Building Improvement Grant Cycle and Improved Outreach to Small Businesses

Dear Mayor and City Council Members,

We, the undersigned small business owners of downtown Forest Grove, write to bring attention to a matter that directly impacts our ability to invest in and improve the interiors and exteriors of our spaces. Many of us only recently learned about the Building Improvement Grant. By the time we became aware of this grant, the application cycle had already closed, as we understand from our contacts. As dedicated business owners, we are deeply engaged in the daily operations of our businesses, and unfortunately, the communication about this opportunity did not effectively reach us.

It is our understanding that funding remains available, and we strongly urge the City to consider reopening the grant cycle or providing a pathway for businesses like ours to apply. Small businesses are the heart of Forest Grove, and investing in our storefronts, spaces and buildings contributes to the overall vibrancy and economic strength of our community. We believe it is important that all businesses, especially those in the downtown core, have a fair opportunity to participate in programs designed to support economic development.

Additionally, we hope that moving forward, the City can strengthen its outreach efforts to ensure small business owners receive timely and direct communication about available grants and resources. A more inclusive and accessible process will allow us to stay informed and engaged while continuing to serve our customers and contribute to the local economy.

We appreciate your attention to this matter and look forward to working together to create opportunities that benefit both our businesses and the community as a whole. Thank you for your time and consideration.

Sincerely,

Ritika Chand, Owner of Bite Restaurant

Christina Chamberlain, Owner of Pelagic Brewing



Monthly Building Activity Report

January-25

2024-2025

Category	Period: January-24		Period: January-25	
	# of Permits	Value	# of Permits	Value
Man. Home Setup				
Res 1 & 2 Family New	3	\$1,026,944	13	\$4,492,558
SFR Addition & Alt/Repair	5	\$93,800	4	\$42,873
Multi Family New				
Multi Family Alterations/Repair/Additions				
Group Care Facility				
Commercial New			1	\$100,000
Commerical Addition				
Commercial Alt/Repair	4	\$159,090	2	\$240,549
Industrial New				
Industrial Addition				
Industrial Alt/Repair				
Gov/Pub/Inst (new/add)	1	\$22,332		
Signs				
Grading				
Demolitions	1		1	
Total	14	\$1,302,166	21	\$4,875,980

Fiscal Year-to-Date

2023-2024		2024-2025	
Permits	Value	Permits	Value
159	\$27,691,415	184	\$57,956,013

MEMORANDUM

TO: City Council

FROM: Jesse VanderZanden, City Manager
Sara Wilson, SSW Consulting

MEETING DATE: February 24, 2025

SUBJECT TITLE: Resolution 2025-07 Adopting 2025 City Council Goals and Objectives

BACKGROUND:

Per Section 16.1 of the Council Rules, the City Council sets short and long-term goals and objectives every year that must be adopted no later than March. The goals and objectives provide critical direction to staff regarding resource allocation for the budget and annual work plans. The process to establish the goals and objectives included individual City Councilor and Director meetings with SSW Consulting, Annual Reports by Department Directors, an all-day work session Retreat on January 18, and refinement work sessions on January 21 and February 10, 2025.

The number of goals remained at 4 and the number of objectives increased from 19 to 24. The City celebrated many accomplishments in 2024 including completion of Stites Park and 26th Avenue, City Charter amendments, 2040 Vision outreach, initiation of a biennial budget, new urban renewal and tourism grant programs, library restroom and teen improvements, federal funding for TV highway and solar, and concept planning for an eastside park, loop trail, and Kyle park.

The objectives were assigned departments and timelines of one to three years, depending upon their expected completion. Objectives assigned more than one year will be started this year but continue into subsequent years. A work plan will be established for each objective outlining milestones, fiscal impacts, and staff roles and responsibilities. After the goals and objectives are adopted, SSW Consulting will fold them into a larger contextual document that will be posted on the website and included in City Councilor notebooks.

RECOMMENDATION:

Staff recommends City Council approve the attached resolution.

ATTACHMENTS:

1. Resolution 2025-07 adopting 2025 City Council Goals and Objectives
2. Exhibit A: 2025 City Council Goals and Objectives

RESOLUTION NO. 2025-07

RESOLUTION ADOPTING 2025 CITY COUNCIL GOALS AND OBJECTIVES

WHEREAS, pursuant to City Council Rules of Procedure Section 16.1, the City Council establishes its goals and objectives annually no later than March; and

WHEREAS, the City Council held a work session Retreat on January 18 and refinement work sessions on January 21 and February 10, 2025 and reached consensus on the 2025 Goals and Objectives, as shown in Exhibit A; and

WHEREAS, adoption of the Goals and Objectives is a critical component of the budget process that gives staff direction for resource allocations for the FY 25-26 Budget.

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

SECTION 1. The Forest Grove City Council hereby adopts the 2025 City Council Goals and Objectives as shown in Exhibit A.

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

PRESENTED AND PASSED this 24th day of February, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 24th day of February, 2025.

Malynda H. Wenzl, Mayor

Forest Grove City Council

2025 Goals and Objectives



VALUES

Financial Stewardship

We will be responsible stewards of the City's financial resources.

Community Engagement

We will invite members of the community in developing City policies and programs.

Equity, Diversity and Inclusion

We are committed to fair inclusion where diverse members of our community can participate and thrive.

Strategic Planning

We are dedicated to proactive long-term planning that anticipates evolving political, economic, and environmental conditions.

GOAL	#	OBJECTIVES	DEPT	YRS
ADDRESS LONG-TERM GROWTH AND SUPPORT HOUSING AND ECONOMIC STABILTY	1	Initiate policy discussions on an urban reserve growth strategy	CD	1
	2	Update and adopt the Economic Opportunities Analysis and the Economic Development Strategic Plan	CD	1
Outcomes: • Proactive and strategic planning that meets community needs. • Robust business community. • Environmentally sustainable policies and programs.	3	Update, adopt, and implement the Comprehensive Plan	CD	3
	4	Develop and publish ADU toolkit	CD	2
	5	Clarify strategic direction for downtown redevelopment and partnerships	CD	1
ENSURE AN INCLUSIVE, ACCESSIBLE, AND SUSTAINABLE COMMUNITY	7	Adopt a 2040 Vision and Action Plan	ADM	1
	8	Hold a work session to discuss DEI policies and programs	CC	1
Outcomes: • Community growth and enhancement that considers the needs of the diverse community.	9	Evaluate funding options and implement the Urban Renewal Plan	CD	1
	10	Develop a community academy	ADM / LIB	2
	11	Evaluate City Council accessibility and compensation options	ADM	1
	12	Evaluate staff capacity in administration and parks maintenance	ADM / P&R	1
	13	Create a parking demand management plan	CD / PW	2

GOAL	#	OBJECTIVES	DEPT	YRS
MAINTAIN COMMUNITY SAFETY AND WELL-BEING	14	Complete alternatives analysis for a northern fire station and select a preferred alternative	FIRE	2
	15	Pass the Police Station Bond Measure	ADM / POL	1
Outcomes: Plans that support consistent community safety services that align with projected City growth.	16	Implement public safety response times dashboard	FIRE	1
	17	Identify code updates to improve code enforcement services	POL	2
ENHANCE RECREATION OPPORTUNITIES FOR ALL	18	Complete Parks and Recreation cost recovery plan	P&R	1
	19	Construct Eastside Park	P&R	2
Outcomes: - Increased quality of life for a happy and healthy community. - Fiscal sustainability for maintenance and operations. - Accessible recreation opportunities for all ages and abilities.	20	Update the Parks, Recreation, and Open Space Master Plan	P&R	3
	21	Complete design for Kyle Park	P&R	1
	22	Develop the Forest Grove Loop Trail Master Plan	P&R	2
	23	Identify, consider, and plan for WCCLS library governance and funding	LIB	1
	24	Partner with the County to develop the Council Creek Regional Trail	PW	2

CITY RECORDER USE ONLY:

AGENDA ITEM #: _____

MEETING DATE: _____

FINAL ACTION: _____

CITY COUNCIL STAFF REPORT

TO: City Council

FROM: Jesse VanderZanden, City Manager

PROJECT TEAM: Gregory H Robertson, P.E., AICP, PMP
Director of Public Works

MEETING DATE: February 24, 2025

SUBJECT TITLE: Resolution 2025-08: Intergovernmental Agreement with Washington County to fund the Maple St./Fern Hill Rd./Hwy 47 intersection project

ACTION REQUESTED:

☐	☐	☒	☐	☐	☐	☐
	Ordinance	Order	X	Resolution	Motion	Informational

X all that apply

ISSUE STATEMENT: Washington County is requesting to enter into an intergovernmental agreement with the City of Forest Grove to provide financial assistance in the amount of \$250,000 toward reconstruction of the Maple St./Fern Hill Rd./Hwy 47 intersection.

BACKGROUND: In 2016, the City of Forest Grove committed to contributing \$250,000 towards the reconstruction of this intersection. Attached is a copy of the report and order signed by the Board of County Commissioners approving the project and memorializing the City's financial commitment (Project 407 on page 8). The project design is complete and awaiting final approvals from the railroad and ODOT. Work is scheduled to commence in the spring of 2026 once utility relocations are finished. The overall project cost is estimated to be approximately \$8 million. Construction may last two building seasons due to the lead time of certain elements namely the traffic signal poles.

FISCAL IMPACT: The City's commitment is \$250,000 to be paid out of the Transportation Development Tax (TDT) Fund and is included in the budget.

STAFF RECOMMENDATION: Staff recommends Council approve Resolution 2025-08.

ATTACHMENTS:

1. Resolution 2025-08
2. Exhibit A: Project Map
3. Exhibit B: Intergovernmental Agreement with Washington County
4. Attachment: Washington County Report and Order adopting above project (page 8)

RESOLUTION NO. 2025-08

**RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF FOREST GROVE AND WASHINGTON COUNTY PROVIDING
FUNDING FOR THE MAPLE STREET/FERN HILL ROAD/OREGON HIGHWAY 47
INTERSECTION IMPROVEMENTS PROJECT**

WHEREAS, Washington County is managing design and construction of improvements to the Maple Street/Fern Hill Road/Highway 47 intersection; and

WHEREAS, the City of Forest Grove has committed funding towards the project as a financial partner; and

WHEREAS, constructing the project directly benefits the citizens of Forest Grove and Washington County by improving safety by reducing the frequency and severity of accidents.

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

Section 1. The City Council hereby approves the Intergovernmental Agreement as attached in Exhibit B.

Section 2. The City Manager is authorized to sign the Intergovernmental Agreement on behalf of the City of Forest Grove.

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

PRESENTED AND PASSED this 24th day of February, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 24th day of February, 2025.

Malynda H. Wenzl, Mayor



WASHINGTON COUNTY

OREGON

Dept. of Land Use & Transportation
Capital Project Services

Exhibit A Vicinity Map

HIGHWAY 47/SW FERN HILL ROAD-MAPLE STREET IMPROVEMENTS

Project # 100403

KLF | February 10, 2025
Not to Scale



**INTERGOVERNMENTAL AGREEMENT
BETWEEN
WASHINGTON COUNTY AND CITY OF FOREST GROVE FOR
ROAD IMPROVEMENTS TO THE SW FERN HILL ROAD / MAPLE STREET / OR
HIGHWAY 47 INTERSECTION IMPROVEMENTS PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT is entered into between Washington COUNTY, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "COUNTY"; and City of Forest Grove, a municipal corporation, acting by and through its City Council, hereinafter referred to as "CITY".

RECITALS

1. ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all activities and functions that a party to the agreement has the authority to perform.
2. COUNTY has approved and funded a Major Streets and Transportation Improvement Program (MSTIP 3e) project to design improvements to the SW Fern Hill Road/Maple Street/OR 47 Intersection, hereinafter "ROAD WORK".
3. COUNTY has approved and funded a Major Streets and Transportation Improvement Program (MSTIP 3f) project to construction ROAD WORK.
4. SW Fern Hill Road is a rural arterial subject to the jurisdiction and control of COUNTY and the project area is located within the CITY limits.
5. CITY has committed to provide \$250,000.00 toward completion of the ROAD WORK.

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth below, the parties hereto agree as follows:

ARTICLE I – PROJECT DESCRIPTION

- 1.1 The ROAD WORK shall include improvements to intersection of SW Fern Hill Road/Maple Street/OR 47, including a new signal at the intersection, widening of SW Fern Hill Road to 3-lanes and upgrading the signal at the railroad crossing. As further described in the attached Exhibit A.

ARTICLE II - COUNTY OBLIGATIONS

- 2.1 Assign a liaison (Project Manager) responsible for coordinating the PROJECT with CITY. The liaison for County shall be Renus Kelfkens. COUNTY's liaison shall be responsible for coordination of ROAD WORK with CITY.

- 2.2 COUNTY shall perform or cause to be performed all tasks needed to implement ROAD WORK including but not limited to project design, right-of-way acquisition, utility impacts, construction, construction management, ROAD WORK inspection and administration.
- 2.3 COUNTY shall provide CITY with the opportunity to review and comment on design plans and specifications for ROAD WORK within CITY limits. In general, review comments shall be returned to COUNTY within two weeks following receipt of draft design documents. COUNTY shall incorporate CITY comments, which do not significantly impact PROJECT budget or schedule and shall consult with CITY to resolve differences.
- 2.4 COUNTY shall advertise, award, and administer the construction contract for the PROJECT.
- 2.5 COUNTY shall perform all actions regarding compensation as set forth in Article IV - Compensation.

ARTICLE III – CITY OBLIGATIONS

- 3.1 Assign a liaison (Project Manager) responsible for coordinating the PROJECT with COUNTY. The liaison for CITY shall be Derek Robbins.
- 3.2 CITY shall perform all actions regarding compensation as set forth in Article IV - Compensation.

ARTICLE IV – COMPENSATION

- 4.1 CITY has committed \$250,000.00 for design and construction of the ROAD WORK.
- 4.2 COUNTY shall be responsible for all costs to design and construct the ROAD WORK beyond the CITY contribution.
- 4.3 COUNTY shall invoice CITY for \$250,000 by April 30, 2025.
- 4.4 CITY shall, within thirty (30) days of COUNTY’S invoice, pay COUNTY the full amount of CITY contribution to the ROAD PROJECT.

ARTICLE V - GENERAL PROVISIONS

- 5.1 Laws of Oregon

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be

construed and enforced in accordance with the laws of the State of Oregon. All relevant provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

5.2 Default

Either party shall be deemed to be in default if it fails to comply with any provision of this Agreement. COUNTY and CITY agree time is of the essence in the performance of any of the obligations within this Agreement. The complaining party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect. CITY shall pay COUNTY for costs incurred for satisfactorily completed and authorized work up to the time of default. CITY shall be liable for all costs and damages arising from default by CITY.

5.3 Indemnification

This Agreement is for the benefit of the parties only. Each party agrees to indemnify and hold the other harmless, to include their respective officers, employees, agents and representatives, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omission of services or in any way resulting from the acts or omissions of the parties so indemnifying and/or its officers, employees, agents or representatives. Indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this Agreement.

5.4 Documents are Public Property

All records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with this project shall become public property.

5.5 Modification of Agreement

No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing, signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in specific instances and for the specific purpose given.

5.6 Dispute Resolution

The parties shall attempt to informally resolve any dispute concerning any

party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

5.7 Severability

If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be determined by a court to be invalid or unenforceable, the remainder of this agreement and the application of those terms and provisions shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

5.8 Nondiscrimination

No person shall be denied or subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of race, color, religion, gender, sexual orientation, national origin, disability, age or marital status. Any violation of this provision shall be considered a material defect and shall be grounds for cancellation, termination or suspension in whole or in part by COUNTY.

5.9 Integration

This Agreement includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract.

ARTICLE VI - TERM OF AGREEMENT

6.1 The term of the Agreement shall be from the date of execution until the completion of the PROJECT, but not to exceed three (3) years.

6.2 This Agreement may be amended or extended for periods of up to one (1) year by mutual consent of the parties. It may be canceled or terminated for any reason by either party. Termination or cancellation shall be effective thirty (30) days after written notice to the other party, or at such time as the parties may otherwise agree. In the event of termination, the parties shall, in good faith, agree to such reasonable provisions for winding up the PROJECT and paying for any additional costs as necessary.

6.3 Notwithstanding completion of the PROJECT, and the term stated above,

this Agreement shall remain in force for the purpose of enforcing the parties' obligations to operate and maintain portions of the PROJECT; and obligations related thereto.

WASHINGTON COUNTY, OREGON

CITY OF FOREST GROVE, OREGON

Assistant County Administrator

City Manager, City of Forest Grove

Date: _____

Date: _____

RECORDING SECRETARY

AGENDA

WASHINGTON COUNTY BOARD OF COMMISSIONERS

Agenda Category: Action – Land Use & Transportation (CPO All)

Agenda Title: **ADOPT THE MAJOR STREETS TRANSPORTATION IMPROVEMENT PROGRAM (MSTIP) 3e FUNDING PROGRAM (FY 2018/19 THROUGH FY 2022/23)**

Presented by: Andrew Singelakis, Director of Land Use & Transportation

SUMMARY

Attached is a Resolution & Order (R&O) to adopt the five-year \$175 million **MSTIP 3e Funding Program**. The MSTIP 3e program elements are:

- **\$175 million total funding allocation** (\$35 million per year from FY 18-19 – FY 22-23), including:
 - **\$160 million for 23 multi-modal road projects** (approximately \$40 million per Commissioner district)
 - **\$7.5 million Opportunity Fund** (50% increase over MSTIP 3d)
 - **\$7.0 million for rural bridge replacements**
 - **\$500,000 for Intelligent Transportation Systems (ITS) improvements**

The MSTIP 3e Project List is attached as an exhibit to the R&O. This project list was developed following a month-long public comment period on a “150% Project List,” containing 34 candidate projects, in May 2016. We received more than 1,300 comments on the 150% Project List through a month-long online open house and three open houses. The 150% Project List was developed in conjunction with the Washington County Coordinating Committee (WCCC) and its Transportation Advisory Committee (WCCC TAC).

(continued)

- Attachments: 1. Resolution and Order
2. MSTIP 3e Funding Program overview (Exhibit A)
3. Project List (Exhibit B)
4. Map (Exhibit C)

DEPARTMENT’S REQUESTED ACTION:

Adopt the MSTIP 3e Funding Program.

COUNTY ADMINISTRATOR’S RECOMMENDATION:

I concur with the requested action.

RO 16-129

Agenda Item No.	6.b.
Date:	10/04/16

**ADOPT THE MAJOR STREETS TRANSPORTATION IMPROVEMENT PROGRAM
(MSTIP) 3e FUNDING PROGRAM (FY 2018/19 THROUGH FY 2022/23)
BOC 10/04/16**

The attached MSTIP 3e Project List was developed considering a number of factors, including the need to balance funding between the four County Commissioner districts, evaluation of the projects based on a variety of quantitative and qualitative criteria, leverage opportunities, and balancing County, city and community priorities. Developing this final project list has been a challenging task, as it excluded some good candidate projects that were included in the 150% Project List. **The Washington County Coordinating Committee unanimously endorsed the attached list of projects on September 12.**

The Opportunity Fund provides a source of matching funds for the County and our cities to leverage other funding sources. To date, the MSTIP Opportunity Fund has allowed local jurisdictions to leverage about \$7 for each dollar of Opportunity Fund committed. It is focused primarily on bicycle and pedestrian improvements.

MSTIP background and prior MSTIP approvals

The Major Streets Transportation Improvement Program (MSTIP) funds major capital transportation improvements throughout Washington County. MSTIP funding comes from countywide property taxes.

MSTIP has funded more than 130 transportation improvement projects totaling \$730 million since its inception in 1986 (MSTIP 1 through MSTIP 3d). With the adoption of MSTIP 3e, the MSTIP program will have funded nearly 150 projects totaling more than \$900 million.

Your Board approved the MSTIP 3d Funding Program in July 2012. Like MSTIP 3e, it totaled \$175 million over a five-year period. It included 19 multi-modal road projects and a \$5 million Opportunity Fund—the first time such funding had been allocated. Many of the 19 projects approved under the MSTIP 3d Funding Program are currently in design or under construction.

Your Board also approved the MSTIP 3c Funding Program in December 2007. All MSTIP 3c projects have been completed.

1 IN THE BOARD OF COUNTY COMMISSIONERS

2 FOR WASHINGTON COUNTY, OREGON

3 In the Matter Adopting the Major Streets) RESOLUTION AND ORDER
4 Transportation Improvement Program) No. 16-129
5 (MSTIP) 3e Funding Program for FY 2018-)
6 19 Through FY 2022-23)

7 This matter having come before the Washington County Board at its meeting on October 4,
8 2016; and

9 It appearing that in 1986, the citizens enacted a serial levy to fund transportation projects
10 titled the Major Streets Transportation Improvement Program (MSTIP); and

11 It appearing that the MSTIP program was continued in serial levies enacted in 1989 and
12 1995, and then with the passage of Ballot Measure 50, MSTIP became part of the County's fixed
13 tax rate; and

14 It appearing to the Board that a MSTIP funding program needs to be adopted to approve the
15 planned expenditure of \$175 million of MSTIP funds from FY 2018-19 through FY 2022-23, said
16 funding program titled "MSTIP 3e" and being summarized in attached Exhibit "A"; and

17 It appearing that there is a continuing need for MSTIP funding for safety and capacity
18 improvements to major roads throughout the County; and

19 It appearing that there is a continuing need for a MSTIP "Opportunity Fund" that will be
20 used as matching funds to help leverage other local, state and federal funds for transportation
21 projects within the County, including but not limited to, potential stand-alone bicycle and
22 pedestrian projects; and

It appearing that there is a continuing need for MSTIP funds for the replacement of

1 deficient rural bridges; and

2 It appearing that there is a continuing need for MSTIP funds for upgrades to the local
3 Intelligent Transportation Systems (ITS) traffic management network; and

4 It appearing that County staff, in conjunction with the Washington County Coordinating
5 Committee (WCCC) and its Transportation Advisory Committee (WCCC TAC), developed a
6 MSTIP 3e "150% Project List" that included 34 project candidates which the WCCC and Board
7 endorsed in April 2016; and

8 It appearing that after a month-long public comment period on the "150% Project List"
9 where more than 1,300 comments were submitted through an online open house and three open
10 houses, County staff developed the final MSTIP 3e Project List in coordination with the WCCC
11 TAC; and

12 It appearing that in developing the MSTIP 3e Project List the staff considered a number of
13 factors, including the need to balance funding between the four County Commissioner districts,
14 evaluation of the projects based on a variety of quantitative and qualitative criteria, leverage
15 opportunities, and balancing County, city and community priorities; and

16 It appearing that in September 2016, the WCCC unanimously endorsed the list of MSTIP
17 3e projects attached as Exhibit "B" (MSTIP 3e Project List) and depicted on the map attached as
18 Exhibit "C".

19 Now therefore it is

20 **RESOLVED AND ORDERED that:**

21 1. The total funding allocation for the MSTIP 3e Funding Program for FY 2018-19
22 through FY 2022-23 is one hundred and seventy-five million dollars (\$175,000,000); as further

described herein and summarized in attached Exhibit "A"; and

2. The Board allocates one hundred and sixty million dollars (\$160,000,000) for 23 multi-modal road projects listed and depicted in the attached Exhibits "B" and "C", which is hereby adopted as the MSTIP 3e Project List for FY 2018-19 through FY 2022-23; and

3. The Board allocates seven and one half million dollars (\$7,500,000) for the MSTIP 3e Opportunity Fund; and

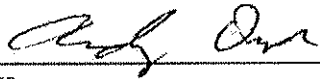
4. The Board allocates seven million dollars (\$7,000,000) for rural bridge replacements; and

5. The Board allocates five hundred thousand dollars (\$500,000) to Intelligent Transportation System Improvements.

DATED this 4th day of October, 2016.

	AYE	NAY	ABSENT
DUYCK	☒	☐	☐
SCHOUTEN	☒	☐	☐
MALINOWSKI	☒	☐	☐
ROGERS	☒	☐	☐
TERRY	☒	☐	☐

BOARD OF COUNTY COMMISSIONERS
FOR WASHINGTON COUNTY, OREGON


CHAIR


RECORDING SECRETARY

MSTIP 3e
Adopted Project List
 October 4, 2016

"Exhibit B"
 Page 1 of 4

Project Number	Project Title	Project Description
District 1 Projects		
101	170th Ave (Merlo to Alexander)	DESIGN AND POTENTIAL ROW ONLY for future widening of 170th to 4/5 lanes, with protected bike lanes, sidewalks, pedestrian crossings to nature park, potential roundabout at Merlo; and full funding for design and construction (\$1.5 million) of Augusta Lane bicycle and pedestrian bridge. A project concept plan has been completed.
104	198th Ave (TV Hwy to Farmington)	Widen to 3 lanes, with bike lanes and sidewalks. MSTIP 3e funds would supplement \$14 million in MSTIP 3d funds to complete improvements to entire corridor.
105	205th Ave (Quatama to Baseline)	DESIGN AND POTENTIAL ROW ONLY for future bridge replacement and widening to 5 lanes, with bike lanes and sidewalks. This project was a MSTIP 3d candidate, but was not selected. Potential Willamette Water Supply Program pipeline colocation opportunity.
106	209th Ave (Blanton to Kinnaman)	Widen to 5 lanes, with bike lanes and sidewalks. MSTIP 3e funds would complement previously-approved MSTIP Bonding Cost-sharing Program funding for improvements on 209th from TV Hwy to Blanton.
107	Alexander St (178th to 192nd)	DESIGN AND POTENTIAL ROW ONLY for future town center street improvement including partial-movement signal at 185th and streetscape improvements. MSTIP funding will complement Metro grant funding for the Aloha Tomorrow project.
108	Beaverton Arterial/Collector Sidewalk Completion (not mapped)	Scattered-site project would complete sidewalk gaps on arterial and collector roads within 1/4 mile of bus and rail transit stops. Specific sidewalk gaps would be determined through additional analysis if MSTIP funding is approved. The City of Beaverton has committed an additional \$875,000 to this project, for a total project budget of \$4,375,000.
109	Denney Rd (Hwy 217 to Scholls Ferry Rd)	Widen to 3 lanes, with bike lanes and sidewalks.

District 1 project list continues on Page 2

MSTIP 3e **Adopted Project List** October 4, 2016

Project Number	Project Title	Project Description
113	Highway 217 / Allen-Denney Interchange	MSTIP allocation would provide local match needed for state- funded southbound split-diamond interchange, in which Allen and Denney would share a single off-ramp and a single on-ramp (similar to Hwy 217 / Canyon-Beaverton Hillsdale interchange). Project would improve safety and traffic flow on southbound Hwy 217 in the Allen-Denney area.
115	Millikan Way (Watson to Lombard)	New 2-lane collector, with bicycle and pedestrian facilities. Would improve access to Beaverton Transit Center.

District 2 Projects

202	Garden Home Rd / Multnomah Blvd Intersection	Intersection realignment and traffic signal, including bicycle and pedestrian facility improvements. Total project cost estimate is \$2 million. The City of Portland has also committed \$1 million.
204	Saltzman Rd (Laidlaw to Bayonne)	Full improvement of existing alignment, including wider travel lanes, bike lanes and sidewalks; OR partial funding for improvement on "western alignment." Total project estimate is \$6.5 million. The remaining \$1.2 million is proposed from the Bonny Slope West funding plan.
209	Walker Rd (173rd to 185th)	Widen to 5 lanes, with bike lanes and sidewalks. This project was a MSTIP 3d candidate, but was not funded. The Walker Road segment to the east (173rd to Schendel) will be improved to 5 lanes beginning in 2016.
210	Walker Rd (Murray to Hwy 217)	Interim safety and capacity improvements, including bicycle and pedestrian facilities. MSTIP 3e funds would supplement MSTIP 3d allocation in order to allow some level of improvement to entire corridor, including intersection improvements at Walker/Murray and Walker/Cedar Hills.
211	West Union Rd (185th to Cornelius Pass)	DESIGN AND POTENTIAL ROW ONLY for future interim 2/3-lane improvement, with bike lane and sidewalk on south side and wide shoulder on north side. Future development north of West Union would complete 5-lane improvement. This project was a MSTIP 3d candidate for design only, but was not funded.

MSTIP 3e
Adopted Project List
 October 4, 2016

"Exhibit B"
 Page 3 of 4

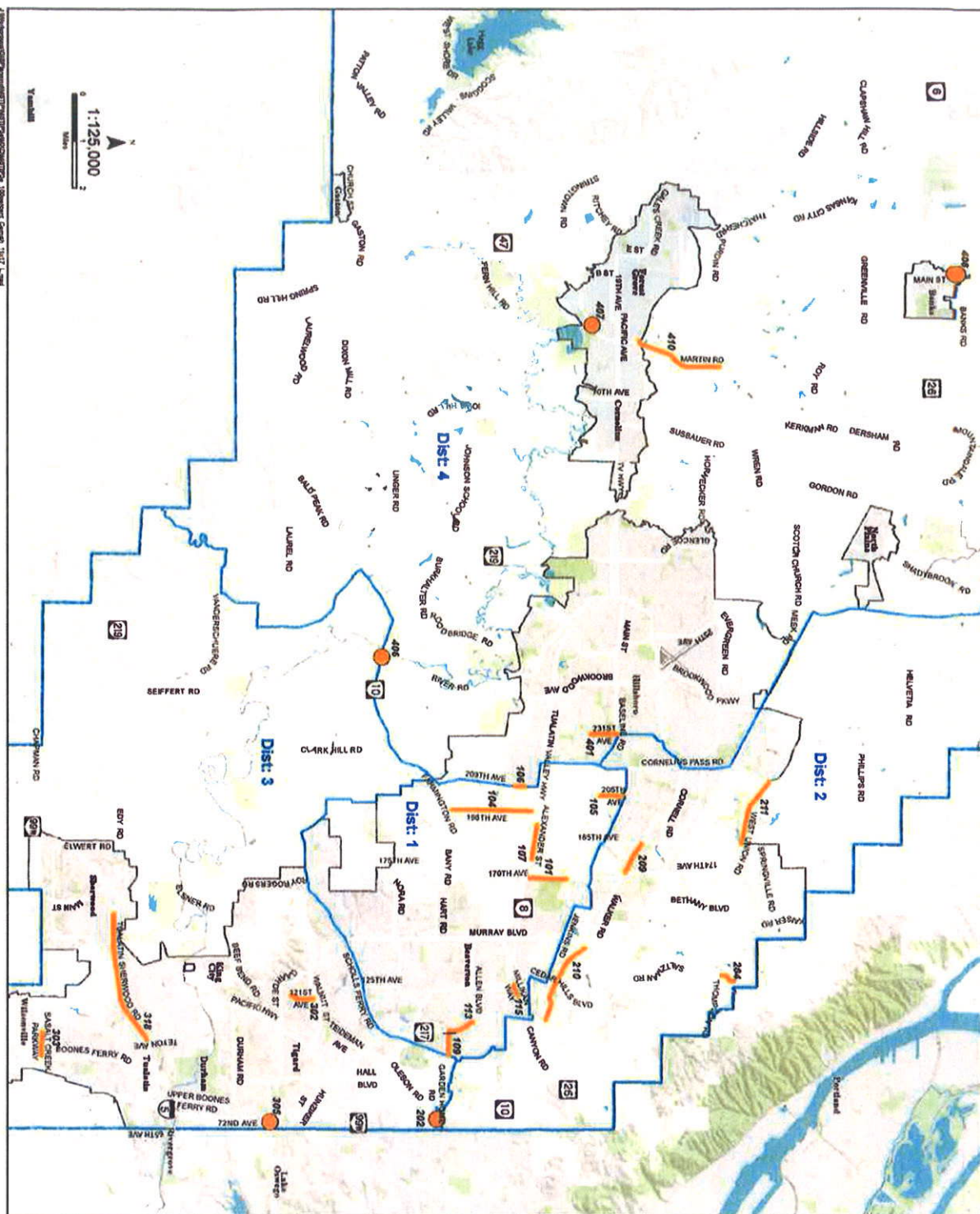
Project Number	Project Title	Project Description
District 3 Projects		
302	121st Ave (Tippit to Whistler's Loop)	Construct bicycle and pedestrian facilities.
303	Basalt Creek Parkway Extension (Grahams Ferry to Boones Ferry)	Right-of-way and final design for new 5-lane roadway, with bike lanes and sidewalks; OR local match for outside construction funding. MSTIP 3e funding would complement prior federal funding for environmental analysis and design.
305	Bonita Rd / Sequoia Pkwy Intersection	Install traffic signal.
318	Tualatin-Sherwood Rd (Teton to Langer Farms Pkwy)	Widen to 5 lanes, with bike lanes and sidewalks. This project would complement MSTIP 3d funding for improvements on Tualatin-Sherwood/Roy Rogers Roads near Hwy 99W. Potential Willamette Water Supply Program pipeline colocation opportunity (west of 124th Ave). New Trimet bus service to be added.
District 4 Projects		
401	231st Ave / Century Blvd Extension (Baseline to Lois)	New 3-lane roadway and bridge, including bike lanes and sidewalks.
406	Farmington Rd / River Rd Intersection	Install traffic signal and turn lanes or construct roundabout.
407	Highway 47 / Maple-Fern Hill Intersection	ALTERNATIVES ANALYSIS, SELECTION AND DESIGN ONLY for future safety improvements, including potential traffic/crossing signal. Alternatives analysis would be conducted in coordination with ODOT to determine specific safety improvements and develop cost estimate. On Tualatin Valley Scenic Bikeway route. In addition to the MSTIP commitment, the City of Forest Grove has committed to provide an additional \$250,000 (10% of the proposed MSTIP allocation).
408	Main St / Banks Rd-Cedar Canyon Rd Intersection	Intersection safety improvements; improved pedestrian and bicycle access to Banks-Vernonia trailhead.

District 4 project list continues on Page 4

MSTIP 3e
Adopted Project List
October 4, 2016

"Exhibit B"
Page 4 of 4

Project Number	Project Title	Project Description
410	Martin Rd (Hwy 47 to Verboort Rd)	Widen travel lanes and provide 8-foot shoulders. Project will include evaluation and alternatives analysis in conjunction with ODOT for potential intersection safety and capacity improvements at Hwy 47/ Martin Rd intersection. Total project cost estimate is \$8.1 million. In addition to the MSTIP commitment, the City of Forest Grove has committed to provide an additional \$740,000 (approx. 10% of the total estimated project cost).

Washington County
Long Range Planning

MSTIP3e 100% Project List & Commissioner Districts
9/1/2016

MSTIP3e 100%
List Projects
Commissioner
Districts

NOTE: Project 108 is a scattered site proposal. It has not been mapped.

This product is for informational purposes and may not have been prepared for, or be suitable for, legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Care was taken in the mapping but there are no warranties for this product. However, notification of any errors will be appreciated.

 Department of Land Use & Transportation
Planning and Development Services Division



A place where families and businesses thrive.

CITY RECORDER USE ONLY:

AGENDA ITEM #: _____
MEETING DATE: _____
FINAL ACTION: _____

CITY COUNCIL STAFF REPORT

TO: Mayor and City Councilors

FROM: Brenda Camilli, Human Resources Director

MEETING DATE: February 24, 2025

SUBJECT TITLE: RESOLUTION 2025-09 ADOPTING CITY MANAGER PERFORMANCE EVALUATION AND SELF-EVALUATION FORMS AND REVIEW CRITERIA

ACTION REQUESTED:

☐	☐	☒	☐	☐	☐	☐
	Ordinance	Order	X	Resolution	Motion	Informational

X all that apply

BACKGROUND:

Pursuant to the City Manager's Employment Agreement, the City Council shall evaluate the City Manager's performance at least once a year and establish criteria for evaluation in accordance with the State's open meetings law. The evaluation of the City Manager serves to evaluate the performance of the City Manager and to act as a communication bridge for the Mayor, Councilors and City Manager. Upon conclusion of the evaluation, the Council may make an adjustment to the annual base salary.

Pursuant to the State's open meetings laws:

- The evaluation criteria and policy directives must be adopted in a meeting open to the public.
- The Council may hold an executive session "to review and evaluate" the performance of the City Manager.
- The Council may not discuss salary in executive session in connection with the evaluation.
- The Council may not use an executive session "to conduct a general evaluation of goals, objectives, operations or programs."
- The City Manager may request an open hearing for the evaluation with advance notice.

During a work session on February 10, 2025, the City Council reviewed and discussed the current City Manager performance evaluation criteria. The City Manager Performance Evaluation & Self-Evaluation Forms are attached with this Staff Report. A consensus was reached to review the Evaluation Forms again in a work session in May, 2025, to assure the performance expectations are clear prior to commencement of the evaluation period starting July 1, 2025. For 2024-25, the agreed upon performance evaluation process and target dates are as follows:

1. Work Session: (2/10/25) COMPLETE
 - Council reviews and comments on evaluation criteria and process timeline.
2. Council Meeting: (2/24/25)
 1. Council votes on any amendments to the criteria.
 2. Council adopts a resolution approving the City Manager performance evaluation forms and criteria.
3. Following weeks: (Due to City Attorney by March 28, 2025)
 1. City Manager fills out self-evaluation and turns it in to City Attorney or sends directly to Council by March 14.
 2. Councilors each fill out the evaluation form and turn it into the City Attorney.
 3. Department Directors send comments to the City Attorney.
 4. City Attorney compiles all the comments/scores into one document and distributes it to the Council for review in executive session to be held on April 14, 2025.
4. First Executive Session: (4/14/25)
 1. Council meets in executive session to discuss how the City Manager has performed under the criteria and to review the first draft of the written evaluation. Council may discuss whether any changes to the written evaluation are necessary or warranted.
 2. City Attorney drafts final evaluation and provides it to the City Manager for review.
5. Second Executive Session: (4/28/24)
 1. Council and City Manager meet in executive session together to discuss performance.
6. Council Meeting (5/12/25)
 1. City Council discusses any merit increase in open session.
 2. City Council approves by resolution in open session the City Manager evaluation and compensation, effective July 1, 2025 through June 30, 2026.

STAFF RECOMMENDATION:

The City Council may approve, deny and/or amend by motion the City Manager Performance Review Criteria attached as Exhibit A.

ATTACHMENTS:

- Resolution 2025-09
- Exhibit A: City Manager Performance Evaluation & Self-Evaluation Forms

RESOLUTION NO. 2025-09

**RESOLUTION ADOPTING CITY MANAGER PERFORMANCE EVALUATION
AND SELF-EVALUATION FORMS AND REVIEW CRITERIA;
REPEALING RESOLUTION NO. 2024-10**

WHEREAS, pursuant to Section 33 (a) of the City Charter, the City Manager is the administrative head of the City, which reports directly to the City Council and is supervised by the governing body; and

WHEREAS, pursuant to Section Six of the City Manager's Employment Agreement, the City Council shall evaluate the City Manager's performance at least once a year, and establish criteria for evaluation in accordance with the public meetings law; and

WHEREAS, the City Council revised the City Manager Performance Evaluation and Self-Evaluation forms based on the comments and discussion heard at the City Council work session held on February 10, 2025.

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

Section 1. The City Council hereby adopts the City Manager Performance Evaluation and Self-Evaluation forms and review criteria as attached in Exhibit A.

Section 2. Resolution No. 2024-10 is hereby repealed.

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

PRESENTED AND PASSED this 24th day of February, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 24th day of February, 2025.

Malynda H. Wenzl, Mayor

CITY OF FOREST GROVE

City Manager Performance Evaluation City Council Input

Please complete this form and return to City Attorney by . City Attorney will compile all the comments/scores into one document without names attached to individual comments and distribute it to the Council for review. Council will also consider staff (Director level) input and the City Manager's self-evaluation prior to conducting the review of the City Manager in Executive Session.

Name of person being reviewed:	Date:
Person completing evaluation:	

PERFORMANCE MEASUREMENT CRITERIA

- 1 - Unsatisfactory: The employee's performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level cannot be allowed to continue.
- 2 - Improvement Needed: The employee's work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance.
- 3 - Meets Job Standards: The employee's work performance consistently meets the standards of the position.
- 4 - Exceeds Job Standards: The employee's work performance is frequently or consistently above the level of a satisfactory employee, but has not achieved an overall level of outstanding performance.
- 5 - Outstanding: The employee's work performance is consistently excellent when compared to the standards of the job.
- NO – not observed.

CRITERIA	COMMENTS (Attach additional pages if necessary)
Public Service Awareness, foresight, commitment to service of the public. Employee recognizes and respects the value of public service and presents a positive image of the City to the public, including the media. This commitment is demonstrated by the quality of service. Is open and available to the public. Takes their concerns and problems seriously and recognizes citizens right to be informed. Listens openly by asking questions to clarify customer concerns. Takes initiative to resolve problems and accomplish duties.	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ NO
Leadership Builds collaborative trust amongst staff. Makes sound hiring decisions, mentors and motivates a team, provides direction, monitors and adjusts performances as necessary. Leads by example.	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ NO

Interpersonal Skills Thinks logically and utilizes independent thought to make sound decisions. Can reach effective and creative solutions to City problems. Consistently open, straightforward and impartial. Is ethical in actions and conforms to state statute regarding ethics and the high standards of the profession.	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ NO
Budget and Finance Accurately and concisely reports and projects the financial condition. Management practices and policies re designed to achieve and maintain sound long-range financial stability. Uses debt cautiously, plans for the long-term replacement and maintenance of equipment and infrastructure. Obtains the best possible result for the money spent including implementing effective programs to limit liability and loss.	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ NO
Administrative Ability Plans and organizes work so that issues are anticipated, and problems resolved appropriately. Maps effective solutions to problems. In making decisions considers the best available facts, projections and evidence. Demonstrates a solid understanding of all phases of municipal government.	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ NO
City Goal Achievement Employee has effectively led the City in making substantial and meaningful progress on City goals.	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ NO

What do you consider this person's greatest accomplishments this past review period?

Any suggestions which you feel will improve this person's job effectiveness?

Additional comments regarding work performance.

CITY OF FOREST GROVE

CITY MANAGER SELF EVALUATION

EMPLOYEE:

REVIEW PERIOD:

to

1. What projects or accomplishments are you most enthusiastic about that were completed or are in process during this review period?

2. Describe any areas in which you like to improve in terms of your professional capabilities. List the steps you plan to take and/or the resources you need to accomplish this.

3. Note the challenges you faced during the review period and how you either overcame them and/or how you think they could have been handled more productively.

4. What additional tools, guidance and/or support could the Mayor and City Council provide that would assist you in performing your work?

5. What projects are you passionate about that you would like to work on in the next year?

CITY COUNCIL STAFF MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Mariah Woods, City Recorder*

MEETING DATE: *February 24, 2025*

SUBJECT TITLE: *Resolution 2025-10 Amending the City Council Rules of Procedure by Deleting Subsections 17.1 and 17.2*

ACTION REQUESTED:

☐	☐	☐	☒	☐	☐	☐	☐	
	Ordinance		Order	X	Resolution		Motion	Informational

X all that apply

BACKGROUND

The City Council held a work session on February 10, 2025 to discuss Council professional development. Staff presented findings showing that the League of Oregon Cities' (LOC) model rules do not reference training, and that no examples of expected attendance or specific conferences could be found in other cities' Council Rules. The Council reached consensus to remove subsections 17.1 and 17.2 from Council Rules, and instead establish a consistent and clear process for Councilor attendance at out-of-state professional development. The change deletes subsections 17.1 and 17.2 in their entirety; sections 17.3-17.5 will be renumbered accordingly. The strikethrough below indicates text to be removed.

PROPOSED LANGUAGE TO BE REMOVED:

SECTION 17 – CITY COUNCIL TRAINING AND STIPENDS

~~17.1 Council Training—All Councilmembers are expected to attend at least one City-affiliated training seminar/conference per calendar year. The annual events that qualify are listed below:~~

- ~~• League of Oregon Cities Annual Conference~~
- ~~• League of Oregon Cities Elected Officials Training Sessions~~

~~17.2 Mayor Training—In addition to the above expectation, the Mayor is expected to represent the City at the annual conferences of the Oregon Mayor's Association.~~

PROPOSED CHANGES WITHOUT MARK-UP:

SECTION 17 – CITY COUNCIL TRAINING AND STIPENDS

17. 1 Council Training Budget – The Budget Committee, consisting of the Council, shall set the Council Training Budget annually at the recommendation of the City Manager.

17. 2 Reimbursement Allowance – Reimbursement allowances for travel, meals not included with the training session, and overnight accommodations expenses may be requested for training and conferences. Training and conference registrations and accommodations requests shall be submitted to the City Manager, or designee, who will make all necessary arrangements on behalf of the requester.

17. 3 Council Stipends – Council stipends shall be set by resolution.

STAFF RECOMMENDATION

Staff recommend that the Council pass the attached resolution.

ATTACHMENT

Resolution 2025-10

RESOLUTION NO. 2025-10

RESOLUTION AMENDING THE CITY COUNCIL RULES OF PROCEDURE BY DELETING SUBSECTIONS 17.1 AND 17.2

WHEREAS, the City Council held a work session on February 10, 2025 to discuss Council professional development; and

WHEREAS, the League of Oregon Cities (LOC) "Model Rules for Council Procedure" serve as the basis for Council Rule revisions; and

WHEREAS, the Council reached consensus to remove the Council and Mayor training sections from Council Rules.

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

Section 1. The City Council amends the City Council Rules of Procedure as follows:

Section 17 - CITY COUNCIL TRAINING AND STIPENDS

~~17.1 Council Training~~

~~All Councilmembers are expected to attend at least one City-affiliated training seminar/conference per calendar year. The annual events that qualify are listed below:~~

- ~~• League of Oregon Cities Annual Conference~~
- ~~• League of Oregon Cities Elected Officials Training Sessions~~

~~17.2 Mayor Training~~

~~In addition to the above expectation, the Mayor is expected to represent the City at the annual conferences of the Oregon Mayor's Association.~~

Subsequently, renumbering remaining subsections accordingly.

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

PRESENTED AND PASSED this 24th day of February, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 24th day of February, 2025.

Malynda H. Wenzl, Mayor

CITY COUNCIL STAFF MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Jesse VanderZanden, City Manager
Ashley Driscoll, City Attorney
Brenda Camilli, Human Resources Director*

MEETING DATE: *February 24, 2025*

SUBJECT TITLE: *Report on Resolution 2025-11 Adopting the Collective Bargaining Agreement between the City and the International Association of Firefighters, Effective July 1, 2024 through June 30, 2027.*

ACTION REQUESTED:

☐	☐	☐	☒	☐	☐	☐
	Ordinance	Order	X	Resolution	Motion	Informational

X all that apply

BACKGROUND:

The current labor agreement between the City of Forest Grove and the International Associations of Firefighters (IAFF) expired June 30, 2024. The parties have reached tentative agreement on a collective bargaining agreement, which is attached as Exhibit A. It has been ratified by the International Associations of Firefighters Local 1660 members and needs Council approval prior to becoming effective. The substantive collective bargaining agreement modifications are as follows:

- Change the name of the bargaining unit from Forest Grove Paid Firefighters Association to International Association of Firefighters Local 1660.
- Three-year agreement.
- Added Bilingual pay for Spanish language
- Wage increases were bargained for all classifications covered by the agreement on July 1 of each year of the contract as follows:
 - July 1, 2024: 4% wage increase for all classifications plus spot adjustments; establish pay range for recently transferred Fire Logistics Technician position.
 - July 1, 2025: 4% general wage increase for all classifications plus spot adjustments
 - July 1, 2026: 4% general wage increase for all classifications
- Agreed upon a Memorandum of Understanding (MOU) to add a 5% premium pay for one firefighter per shift who is assigned to be the Apparatus Operator (driver) for the shift. This MOU agreement will expire and be reviewed again when the contract expires.

STAFF RECOMMENDATION:

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to execute the collective bargaining agreement outlined in Exhibit A made between the parties for the term July 1, 2024 through June 30, 2027.

FISCAL IMPACT:

The monetary terms of the agreement are within the parameters that were set by the City Council.

ATTACHMENTS:

- Resolution 2025-11
- Exhibit A: Collective Bargaining Agreement between the City of Forest Grove and the International Association of Firefighters Local 1660.

RESOLUTION NO. 2025-11

**RESOLUTION AUTHORIZING EXECUTION OF A LABOR AGREEMENT
BETWEEN THE CITY OF FOREST GROVE AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF) LOCAL 1660,
EFFECTIVE JULY 1, 2024 AND EXPIRING JUNE 30, 2027**

WHEREAS, representatives of the City of Forest Grove and the International Association of Firefighters (IAFF) Local 1660 have met in good faith and negotiated a labor agreement between both parties effective July 1, 2024, through June 30, 2027; and

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

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

Section 1: That the City Manager is authorized to execute the attached labor agreement (Exhibit A) between the City of Forest Grove and IAFF Local 1660.

Section 2: That the compensation plan contained in this agreement is approved, effective July 1, 2024, and expiring June 30, 2027.

Section 3: That the fringe benefits contained in this agreement are approved, effective July 1, 2024, and expiring June 30, 2027.

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

PRESENTED AND PASSED this 24th day of February, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 24th day of February, 2025.

Malynda H. Wenzl, Mayor

AGREEMENT
BETWEEN THE
CITY OF FOREST GROVE, OREGON

AND

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
Local 1660

JULY 1, 2024 TO JUNE 30, 2027

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AGREEMENT

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

ARTICLE 1 - RECOGNITION

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

Fire Logistics Technician
Firefighter
Apparatus Operator
Fire Inspector I
Deputy Fire Marshal
Fire Lieutenant
Fire Captain

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

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

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

- 1.2 The City shall notify the Union of its decision to change any of the bargaining unit classifications listed above. If the successor classification is not significantly altered or changed from the existing classification, the new classification shall be automatically recognized as part of this Agreement.
- 1.3 New classes may be developed within the Fire Department by the City and a wage scale assigned thereto. The City shall forward a new class and wage scale to the Union for review of the wage scale. Within ten (10) days, the Union may request to bargain on the wage scale; but in any event, the City shall not be barred from implementing the position or positions during the term of negotiations.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Union recognizes and agrees that responsibility for management of the City and direction of its work force is vested solely in the City and responsible department heads. The Union recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to, determining the

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

- 2.2 Nothing in this clause shall have the effect of nullifying agreements entered into under other sections of this Agreement, provided that management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 21. It is further agreed that the City retains all rights, powers, and privileges not expressly limited by a provision of this Agreement. Aside from the management rights preserved above, nothing in this Agreement shall be construed as a waiver of the Union's right to bargain any mandatory issues or changes that may rise during the course of this Agreement.

ARTICLE 3 - EMPLOYEE RIGHTS

- 3.1 It is recognized that employees have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of employee relations. Employees covered by this Agreement also shall have the right to refuse to join in the activities of the Union or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union because of their exercise of these rights.
- 3.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, religion, sex, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, veteran's status, medical condition, sexual orientation, Union affiliation or other status protected by state or federal law. The parties agree that nothing in this Agreement shall interfere with or restrict the City in its obligation to accommodate individuals with disabilities under federal and state law.
- 3.3 All references to employees in this Agreement designate both sexes and, whenever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4 - PEACEFUL PERFORMANCE OF CITY SERVICE

- 4.1 It is recognized that continuous and uninterrupted service by the City and its employees to the citizens, and orderly collective bargaining relations between the

City and its employees being essential considerations of this Agreement, the Union agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, sit downs, or slow-down strikes, or a concerted refusal to render services or to work including overtime or any other curtailment or restriction of work at any time during the term of this Agreement.

- 4.2 In the event of a violation of this article by the Union and/or the employees, the Employer may, in addition to other remedies, discipline such employees up to and including discharge.
- 4.3 There shall be no lockout of employees in the bargaining unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 5 - UNION SECURITY

- 5.1 Membership or non-membership in the Union shall be the individual choice of the employees covered by this Agreement. The Union shall be the holder of all records regarding employee membership status in the Union and any disputes about employee membership status shall be resolved by the Union. The City will deduct from an Union member's pay and remit monthly to the Union the normal and usual dues, fees, and assessments uniformly required of its members. The Union will notify the City in writing of the monthly amount of Union dues, fees, and assessments. Employees who are not members of the Union may voluntarily agree to pay representation fees to the Union as specified in a written payroll deduction authorization between the Union and the employee.
- 5.2 Any employee who is a member of the Union or who has applied for membership shall sign and deliver to the Union, who shall forward to the City, a written payroll deduction authorization authorizing and consenting to the deduction of dues, fees, costs, charges, and assessments for membership in the Union. The Union shall also forward to the City the written payroll deduction authorization of any employee who is not a member of the Union but who has voluntarily agreed to pay representation fees to the Union. The City will adhere to all provisions in the written authorizations discussed above. The City shall refer bargaining unit employees to the Union for answers to questions about payroll deduction authorization.
- 5.3 The City agrees to deduct Union dues from the paycheck of each employee member covered by this Agreement. The amounts to be deducted shall be certified to the City by the Union by the fifteenth (15th) day of the month for the succeeding month. The City shall not be held liable for check off error, but, upon written notification from the Union, shall make proper adjustments as soon as practicable. The Union agrees to indemnify, defend and hold the City harmless from any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of Sections 5.1 and 5.2. This includes all costs associated with the claim, including attorney fees, court costs, and similar. In the event any determination is made by the highest court having jurisdiction that this article is invalid, the Union shall be solely responsible for any reimbursement to affected employees.

ARTICLE 6 - HOURS OF WORK

- 6.1 Except as discussed below, the standard work period for twenty-four (24)-hour shift employees covered by this Agreement shall be twenty-seven (27) days, consisting of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. The standard work period for forty (40)-hour employees shall be a schedule normally consisting of five (5) eight (8) hour days or four (4) ten (10) hour days. The traditional work period for shift employees is a schedule consisting of twenty-four (24) hours on/forty-eight (48) hours off. The twenty-four (24)/forty-eight (48)-hour schedule and the forty (40)-hour workweek are referred to as "traditional schedules."

Personnel assigned to a traditional twenty-four (24) on /forty-eight (48) off schedule shall be granted one "Kelly" day after every sixteen (16) shifts in order to maintain a fifty-two point six four (52.64)-hour week. Trading of "Kelly" days is prohibited.

- 6.2 The Fire Chief or their designee may establish non-traditional schedules for employees on twenty-four (24)/forty-eight (48) schedule at their sole discretion, including one (1) and two (2) person alternative staffing and other shift models. No more than five (5) bargaining unit employees shall be assigned to non-traditional work schedules at any given time. Examples include:

1. A 40-hour workweek consisting of ten (10) hour and/or eight (8) hour shifts.
2. A 48-hour workweek consisting of twelve (12) hour shifts.
3. A thirteen (13)-hour shift on the following two (2)-week rotation (2-2-3):
 - Week One: two (2) thirteen (13)-hour shifts followed by two (2) days off and then three (3) thirteen (13)-hour shifts (65-hour workweek).
 - Week Two: two (2) days off followed by two (2) thirteen (13)-hour shifts and then three (3) days off (26-hour workweek).

When staffing apparatus with a single employee utilizing non-traditional schedules, the Fire Chief or their designee shall assign one (1) Lieutenant Paramedic or AIC qualified Paramedic to one (1) of the schedules as outlined in Section 6.2.

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

None of the mentioned schedules shall be construed as to prohibit the use of employees for "up-staffing" of apparatus for special events, including red-flag fire weather, community events, etc., in accordance with Article 7 (Overtime).

New hires may be assigned a 40-hour week schedule at the discretion of the Fire Chief or their designee.

The Fire Chief or their designee shall determine the starting and ending times of work schedules to meet operational needs and will provide two (2) weeks' notice (or sooner upon mutual agreement between the employee and the department) prior to implementing a non-traditional schedule or changing start and stop times. Assignment of employees to a non-traditional work schedule will be based upon the operational requirements as determined by the Fire Chief or designee, including factors such as the rank and/or certification level of the employee on the following basis:

1. Voluntary
2. Reverse Seniority

Section 6.2 only applies to employees who would otherwise be assigned to a twenty-four (24)/forty-eight (48) schedule. For example, this section does not apply the Deputy Fire Marshal currently working a forty (40)/ten (10) schedule.

- 6.3 The ability to implement non-traditional work schedule is in response to the City agreeing to implement one "Kelly" day every sixteen (16) shifts. If, at any time in the future, the Union bargains and the City agrees to increase the frequency of "Kelly" days, the Department is authorized to increase the number of employees assigned to a non-traditional work schedule.
- 6.4 Temporary firefighters may cover short-term needs to fill vacancies as the fourth (4th) career staff firefighter for long-term disability of the same career staff firefighter for four (4) or more consecutive shifts, and for educational coverage. Temporary firefighters may work a maximum of one thousand twenty-four (1024) hours in a twelve (12)-month period, and there will only be one (1) temporary firefighter on duty per twenty-four (24)-hour shift.

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

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

Temporary firefighters may drive (if trained and qualified):

- Rescue
- Type VI brush rigs
- Staff vehicles
- Heavy brush (Type III) units

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

- Fire engines
- Ladder trucks
- Water tenders

Hiring of a temporary firefighter for long-term disability will be at the sole discretion of the Fire Chief or their designee. Hiring a temporary firefighter for educational coverage will be at the discretion of the Fire Chief or their designee.

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

In the event that a shift will be working short one (1) or more members for an extended amount of time, that open position will become available for other Union members on other shifts to trade into. Trades into that open shift will occur in accordance with current shift trading policies.

ARTICLE 7 - OVERTIME

- 7.1 The City shall have the right to assign overtime work as required in a manner consistent with the requirements of the Fire Department.
- 7.2 Employees assigned to work twenty-four (24)/forty-eight (48) shifts or a non-traditional schedule shall be compensated at a rate of one and one-half (1 1/2) their rate of pay for hours worked in excess of two hundred four (204) hours in a twenty-seven (27)-day cycle. Forty (40)-hour employees shall be compensated

at a rate of one and one-half (1 1/2) their rate of pay for hours worked in excess of forty (40) in a one (1) week pay period.

- 7.3 Employees assigned to a relief shift shall be compensated at one and one-half (1 1/2) times their regular rate of pay when required to return to work, while off duty, in response to an alarm.
- 7.4 Employees working fifty-two point six four (52.64) hours per week shall be paid at the overtime rate for hours worked or for a minimum of one (1) hour when called back to work on an off-duty day.
- 7.5 Overtime shall be computed to the nearest one-quarter (1/4) hour.
- 7.6 For the purpose of computing overtime to be paid in accordance with this article, the effects of shift trading and regular shift reassignment shall not be included.
- 7.7 Off-duty employees required to report to court in connection with their official duties, as an employee of the City, shall receive a minimum of two (2) hours of compensation at their overtime rate or actual hours of work, whichever is greater. In order to be eligible for this compensation, employees shall be required to call the agency or person ordering the subpoena for an appropriate reporting time and report the information to their supervisor.
- 7.8 Up to sixty (60) hours of pay in excess of straight time for regularly scheduled work hours in excess of two hundred four (204) hours in a twenty-seven (27)-day FLSA cycle may be paid in the form of compensatory time in a calendar year. The maximum compensatory time accrual shall be sixty (60) hours. Compensatory time will be scheduled in accordance with current department practice.

ARTICLE 8 - SICK LEAVE

- 8.1 All regular fifty-two point six four (52.64)-hour week employees shall be entitled to sick leave benefits at the rate of sixteen (16) hours for each full month of service. The maximum accrual shall be one thousand five hundred seventy-eight (1,578) hours. Forty (40)-hour employees shall be entitled to sick leave benefits at the rate of eight (8) hours per month for each full month of service. The maximum accrual shall be one thousand two hundred (1,200) hours.

For employees on the identified non-traditional schedules (i.e. employees who would otherwise be assigned to a twenty-four (24)/forty-eight (48) schedule), accruals shall be as follows:

Schedule		Monthly Accrual	Maximum Accrual
48 hour/week		12 hours	1,200
45.5 hour/week		11 hours	1,200
40 hour/week		8 hours	1,200

- 8.2 When employees are terminated, all accrued sick leave credits shall be canceled.
- 8.3 The City may require acknowledgment from the employee's doctor with regard to time off due to illness or off the job injury. Employees falsifying their claim for sick leave shall be liable for disciplinary action by the City.
- 8.4 Sick leave may be used for the following reasons:
- For an employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventive medical care (every effort shall be made to schedule medical/dental appointments outside of normal working hours).
 - For care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care. For the purpose of this article, family member is defined in accordance with ORS 659A.150 as the spouse of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis.
 - As specified in Article 10 – Leave of Absence, for Oregon Family Leave (OFLA) Bereavement Leave and family and medical leave.
 - Any other purpose covered by the Oregon Family Leave Law (ORS 659A.159).
 - For a purpose specified in Oregon's Domestic Violence, Sexual Assault or Stalking Leave Law (ORS 659A.272).
 - In the event of a public health emergency, including but not limited to: (a) Closure of the employee's place of business, or the school or place of care of the employee's child, by order of a public official due to a public health emergency; (b) A determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the health of others, such that the employee must provide self-care or care for the family member; or (c) The exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

When an employee must be away from the job because of illness in the immediate family, such time off may be granted by the Fire Chief or designee on a day-to-day basis and charged against sick leave time on an hourly basis. If the absence becomes prolonged, such time off may be charged against accumulated

vacation. Employees must keep their department head informed as to their status to qualify under this provision.

8.5 Under no circumstances shall the City grant an employee sick leave with pay for time off from City employment when injury resulted from employment with other than the City of Forest Grove.

8.6 *Upon retirement of a twenty-four (24)-hour employee, a dollar amount based on the following table shall be credited to the employee's retirement account:

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

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

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

*Note: Section 8.6 will either need to be amended in the retirement plan and contract revised via MOU OR employees will be required to move to one (1) of the shifts above at least three (3) months prior to retiring.

ARTICLE 9 - ON-THE-JOB INJURY

9.1 Union members who sustain an injury, illness, or accident compensable by Worker's Compensation and who are unable to perform their normal duties as a result of such injury, illness, or accident shall be compensated by the City's insurance carrier for the period of time loss.

9.2 The difference between the Worker's Compensation payments and the employee's regular, straight-time wages, less any payroll deductions, may be supplemented by the use of a prorated share of the employee's accrued leave time until such leave time is exhausted. Whenever an employee receives a check from the City's insurance carrier, the Union member shall report the amount and the period which it represents to the City's payroll department.

9.3 It is in the mutual interest of the City and the Union to return an injured employee to work as soon as practicable. When possible, the City shall provide limited duty assignments within the department for injured employees. With the

concurrence of the attending physician, an injured employee shall return to work in the limited duty assignment until such time as the Union member is released for normal duties. It is the intention of this Section 9.3 to provide a limited duty assignment for a reasonable period of time and not as an indefinite assignment.

A fifty-two point six four (52.64)-hour workweek employee or an employee assigned to a non-traditional schedule who is temporarily assigned to work a 40-hour workweek due to an approved limited duty assignment shall:

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

ARTICLE 10 - LEAVE OF ABSENCE

- 10.1 In the event of the death of a member of an employee's immediate household, including wife, husband, same-sex domestic partner, parent, child or step child, child or step child of the same-sex domestic partner, the Fire Chief or designee shall grant leave with pay for fifty-two point six four (52.64)-hour/week shift employees not to exceed four (4) twenty-four (24)-hour shifts and for forty (40)-hour employees and employees on a non-traditional schedule not to exceed two (2) weeks.

In the event of the death of a sister, brother, grandchild, grandparent, and in-laws, the Fire Chief or designee shall grant leave with pay for fifty-two point six four (52.64)-hour/week not to exceed two (2) twenty-four (24)-hour shifts to provide sufficient time to make funeral arrangements if necessary and to attend the funeral. Forty (40)-hour employees and employees on a non-traditional schedule shall receive up to one (1) week of leave with pay.

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

Leave with pay up to four (4) hours may be granted when an employee serves as a pallbearer.

- 10.2 When an employee is called for jury duty or is subpoenaed as a witness as a result of their employment with the City, they shall not suffer any loss in regular pay from such absence. However, they shall remit to the City any compensation or fees received for such duties. Upon being excused from jury duty for any day, an employee shall immediately contact their supervisor for assignment for the remainder of his regular work day.
- 10.3 The City agrees to provide leaves of absence for military leave in accord with state and federal law.
- 10.4 The City agrees to provide leaves of absence for family and medical leave in accord with state and federal law.
- 10.5 The City shall consider a written application for leave of absence without pay not to exceed one hundred eighty (180) calendar days if the City finds there is a reasonable justification to grant such a leave and that the work of the department shall not be seriously handicapped by the temporary absence of the employee. Such leaves shall not be approved for the purpose of accepting employment outside the service of the City. The City may also deem a resignation in the event that the employee has accepted employment outside the service of the City, entered into a full-time business or occupation, or has not complied with the terms of their application for such leave.
- 10.6 Employees granted a leave without pay may maintain their medical insurance coverage through the City by remitting premium payments to the City for a time period specified by the insurance carrier.

ARTICLE 11 - OUTSIDE EMPLOYMENT

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

ARTICLE 12 - INSURANCE

- 12.1 Effective upon agreement effective date, the City's contribution toward employees' monthly premium for membership in the Northwest Firefighters Relief Association (NFRA) Healthcare Trust for medical, vision and dental insurance will be set at the following rates based on which plan is selected by the employee.
1. Kaiser HMO Medical, Vision, Moda Dental: 95% of the composite premium rate.
 2. Regence Select Medical, VSP Vision, Moda Dental: 95% of composite premium rate.
 3. Regence Advantage Medical, VSP Vision, Moda Dental: 90% of composite premium rate.

4. Regence Premier Medical, VSP Vision, Moda Dental: 85% of composite premium rate.

If the Trust changes to a tiered from a composite premium structure, the City and Union agree to reopen Article 12 to negotiate the change.

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

12.2 Upon retirement from City service, employees shall be subject to the terms and conditions of the Trust and shall not be eligible to enroll in the City's group medical insurance coverage.

12.3 The City shall provide a life insurance policy on each employee in an amount equal to their annual salary rounded to the nearest thousand dollars.

12.4 The City shall provide long-term disability insurance. The coverage shall provide an employee unable to work due to an accident or illness for ninety (90) days with a maximum of sixty-six and two-thirds (66 2/3) of the first seven thousand five hundred (\$7,500) of monthly salary up to a maximum of five thousand (\$5,000) per month up to age sixty-five (65) or until the employee is able to return to work.

12.5 Voluntary Employees' Beneficiary Association (VEBA)

The City shall make monthly contributions to a medical savings account Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c) (9) of the Internal Revenue Code, for each employee of the Union who is eligible for, and enrolls in, one of the NFRA Health Insurance Plans listed below in the following amounts:

- | | |
|----------------------------|--|
| a. Regence Premier Plan: | amount equal to one percent (1%) of the employee's base salary |
| b. Regence Advantage Plan: | amount equal to one percent (1%) of the employee's base salary |
| c. Regence Select Plan: | four hundred (\$400.00) per month |
| d. Kaiser HMO Plan: | four hundred (\$400.00) per month |

ARTICLE 13 - RETIREMENT

13.1 The City agrees to provide a retirement plan(s) to ensure a retirement benefit equal to or better than that provided by the Public Employees Retirement System (PERS) as required by statute. The City shall pay the employee's contribution to that plan.

13.2 All employees hired on or after February 1, 2016, shall be enrolled in Oregon Public Employee's Retirement System (PERS). The City shall pay the employee's contribution to that plan.

ARTICLE 14 - VACATION

- 14.1 After having served continuously in the City service for twelve (12) full calendar months, all fifty-two point six four (52.64)-hour employees shall be credited with one hundred forty-four (144) hours of vacation leave. Thereafter, vacation shall be credited at the following rates:

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

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

<u>Length of Continuous Service</u>	<u>Hours Per Month</u>	<u>Days Per Year</u>
12 - 24 months/ 1+ - 2 years	6.67	10
24+ - 60 months/ 2+ - 5 years	8.00	12
60+ - 120 months/ 5+ - 10 years	10.00	15
120+ - 180 months/ 10+ - 15 years	13.34	20
180+ months/ 15 years	16.67	25

After serving twelve (12) full calendar months, all forty-eight (48)-hour employees shall be credited with ninety-six (96) hours of vacation leave. Thereafter, vacation shall be credited at the following rates:

<u>Length of Continuous Service</u>	<u>Hours Per Month</u>	<u>Days Per Year</u>
12 - 60 months/ 1+ - 5 Years	8.00	8.00
60+ - 120 months/ 5+ - 10 Years	9.60	9.60
120+ - 180 months/ 10+ - 15 years	12.00	12.00
180+ - 240 months/ 15+ - 20 Years	16.00	16.00
240+ months/ 20 years	20.00	20.00

After serving twelve (12) full calendar months, all forty-five and one half (45.5)-hour employees shall be credited with ninety-one (91) hours of vacation leave. Thereafter, vacation shall be credited at the following rates:

<u>Length of Continuous Service</u>	<u>Hours Per Month</u>	<u>Days Per Year</u>
12 - 60 months/ 1+ - 5 years	7.59	7
60+ - 120 months/ 5+ - 10 years	9.10	8.40
120+ - 180 months/ 10+ - 15 years	11.37	10.50
180+ - 240 months/ 15+ - 20 Years	15.17	14.00
240+ months/ 20 years	18.96	17.50

- 14.2 "Continuous Service" is defined as that service which is unbroken by separation from City service other than by the Military, Peace Corps, or any other paid leave allowed under this Agreement. Time spent on other types of authorized leave shall not count as time of continuous service unless otherwise required by law; except that employees returning from such leave or employees who are laid off shall be entitled to credit for service prior to the leave or layoff.
- 14.3 Whenever possible consistent with the needs of the department (as determined by the Fire Chief), employees shall have the right to determine vacation times, but in any case, vacation times shall be selected on the basis of seniority; however, each employee shall be permitted to exercise vacation selection only once each year, completed by February 1st.
- 14.4 A schedule of each employee's vacation time shall be posted and the roster board shall show that they are listed on vacation.
- 14.5 Upon termination of an employee for any reason, or in the event of their death, the employee or their estate shall be paid a lump sum of all earned but unused vacation credits.
- 14.6 An employee who is about to lose vacation credit due to maximum accrual may petition to the City Manager or a designee to carry over additional hours. The decision of the City Manager or a designee shall not be subject to the grievance procedure.

ARTICLE 15 – HOLIDAYS AND PAID TIME OFF

15.1 Holidays

All fifty-two point six four (52.64) hour shift personnel, in lieu of the recognized City holidays, shall be granted five point eight seven seven (5.877) shifts off per year to be scheduled with approval of the Fire Chief. Holiday time shall be accrued at the rate of eleven point seven-five (11.75) hours per month. Employees assigned to a 40-hour workweek or employees assigned to a non-traditional work schedule shall receive the same holidays as the general employees plus two (2) additional personal holiday.

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

ARTICLE 16 - MAXIMUM LEAVE TIME ACCRUAL CARRYOVER AND CONVERSION

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

Employees assigned to a forty (40)-hour workweek may carry over a maximum of

one hundred forty percent (140%) of their yearly accrual of vacation leave benefits as of December 31st of each calendar year.

16.2 The following rules for converting paid time off will be used when members of the union transfer between fifty-two point six four (52.64)-hour and forty (40)-hour workweeks:

- a. The factor that will be used to convert an employee's leave banks (sick and vacation) due to a change from a fifty-two point six four (52.64)-hour workweek to a forty (40)-hour work week is point seven five nine eight (0.7598) (52.64-hour leave balance times 0.7598 equals new balance).
- b. The factor that will be used to convert an employee's leave banks (sick and vacation) due to a change from a forty (40)-hour workweek to a fifty-two point six four (52.64)-hour work week is one point three one six (1.316)(40-hour leave balance times 1.316 equals new balance).

The same calculation model will be applied for employees transferring between any work schedules. The conversion factors are outlined below:

From	To	Conversion Factor	From	To	Conversion Factor
52.64	48	1.0966	48	52.64	.9118
52.64	45.5	1.1569	45.5	52.64	.8643
52.64	40	1.3160	40	52.64	.7598
48	45.5	1.0549	45.5	48	.9479
48	40	1.2000	40	48	.8333
45.5	40	1.1375	40	45.5	.8791

16.3 The holiday leave balance of an employee who changes from a fifty-two point six four (52.64)-hour to a forty (40)-hour workweek will be paid out at the time of transfer, or credited to the member's compensatory leave balance, or a combination thereof based on mutual agreement of the parties.

16.4 A fifty-two point six four (52.64)-hour workweek employee or employee assigned to a non-traditional schedule who is temporarily assigned to work a forty (40)-hour work week due to an approved limited duty assignment shall:

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

ARTICLE 17 - PROBATIONARY EMPLOYEES

17.1 All original and promotional appointments shall be made for a probationary period of one (1) year. The probationary period shall be deemed as part of the examining process for determining the qualification of the employee for regular employment status. A probationary employee may be dismissed or demoted and shall not have recourse to the grievance procedure. Regular employee is

defined as an employee who has successfully completed the probationary period. During the original probationary period, an employee may be terminated without good cause or appeal.

- 17.2 If the City determines at any time in its sole judgment (meaning without good cause) during the promotional probationary period that a promoted employee is not suitable to attain regular status, the employee shall be returned to their former classification and rate of pay without loss of seniority in the former classification and without recourse to the grievance procedure.
- 17.3 If an employee is promoted during their original probationary period (initial twelve (12) months of service with the City), the promoted employee will serve the remaining original probationary time concurrently with the probationary period of the promotion.

ARTICLE 18 - SENIORITY

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

ARTICLE 19 - SUBSTANCE ABUSE POLICY

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

ARTICLE 20 - DISCIPLINARY ACTION

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

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

ARTICLE 21 - GRIEVANCE AND ARBITRATION

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

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

- A) Name of the grievant(s)
- B) Date of filing

- C) Relevant facts and explanation of the grievance
- D) A list of the articles of the Agreement allegedly violated
- E) A description of the remedy sought

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

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

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

21.4 A grievance shall be processed as follows:

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

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

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

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

Step 4: If the grievance is unresolved at Step 3, the grievance may be referred to the City Manager within ten (10) calendar days of the rejection or inaction at Step 3

Step 5: If the grievance is unresolved at Step 4, the grievance may be submitted to arbitration at the mutual consent of the parties within ten (10) calendar days of the rejection or inaction at Step 4. If no mutual consent is achieved, the grievance is considered resolved at Step 4.

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

ten (10) days of such notice, a request will be made to the Oregon State Conciliation Service for a list of seven (7) qualified arbitrators residing in Oregon. The City and the Union will alternately strike six (6) names from the list. The party to strike first will be determined by coin flip. The last name remaining will be the arbitrator. The parties agree that, if possible, no less than five (5) days prior to any scheduled arbitration hearing, they will mutually exchange copies of all exhibits intended to be offered at the hearing, except the work product of any attorney or authorized representative involved. Expenses of the arbitrator and costs incident to the conduct of the hearing will be paid split equally between the parties.

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

ARTICLE 22 - AGENTS OF THE UNION

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

ARTICLE 23 - SCHEDULE "A" WAGES

23. 1 Retroactive to July 1, 2024 *all classifications shall be increased by four percent (4%).

Effective July 1, 2025 and July 1, 2026, all classification ranges shall be increased by four percent (4%).

In addition to the classification increases, the following classifications shall receive market adjustments as follows:

	<u>Retroactive to July 1, 2024</u>	<u>July 1, 2025</u>
Lieutenant	3%	n/a
Captain	3%	1%
Deputy Fire Marshal	2%	n/a

*Retroactive to July 1, 2024 the Fire Logistics Technician's pay range will be set at \$4,517 - \$5,420 per month; \$26.0596 - \$31.2692 per hour. The employee's wage rate will be set at step 6 of the pay range. The employee will be eligible for the general pay increases outlined above on July 1, 2025 and July 1, 2026.

- 23.2 Each employee shall be evaluated in writing on a form prescribed by the City Manager in conformance with time periods noted in the salary schedule. Eligibility for advancement in the salary range shall be based upon demonstration of satisfactory performance. A new employee or promoted employee is eligible for advancement to the next step of the salary range following completion of twelve (12) months of service. An employee is eligible for additional step increases at twelve (12) month intervals of continuous service until the employee reaches the top step of a salary range.
- 23.3 Whenever an employee is appointed to a position in a higher classification, they shall receive at least the next higher salary in the new salary range. This salary increase shall be effective the nearest pay period following notification of appointment.
- 23.4 Employees shall have the option of participating in a deferred compensation plan sponsored by the City. The deferred compensation plan shall not have a direct cost to the City and employee participation shall be voluntary. Effective January 1, 2012, employees shall have the option of having deferred compensation deductions withheld from their paycheck as a percentage of gross wages upon completion and submission of appropriate paperwork to the City.
- 23.5 With the exception of those situations described in Section 23.6, employees assigned temporarily the duties and responsibilities of a higher classification for a minimum of twelve (12) hours shall receive an additional five percent (5%) increase of their base salary for the total time of the assignment.
- 23.6 The lieutenant position was created, in part, to provide routine coverage during a Captain's absence. In the event of a long-term absence of a Captain (defined as greater than two hundred forty (240) consecutive hours absent, the equivalent of ten (10) twenty-four (24)-hour shifts or approximately thirty (30) days), the Fire Chief can appoint a Lieutenant as an Acting Captain. The appointed Lieutenant will receive a five (5%) increase in base salary while appointed as an Acting Captain.

ARTICLE 24 - INCENTIVE PAY

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

Intermediate EMT	4%
Paramedic	10%

All incentives are calculated on the base pay for the sixth (6th) step of Firefighter. The employee must make application to receive incentive pay and there shall be no retroactivity. Incentive awards shall commence the first (1st) of the month following approval by the Fire Chief or their designee.

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

24.2 The City shall establish an incentive award of two percent (2%) for employees with an acceptable Associate's degree and four percent (4%) for an acceptable Bachelor's degree subject to the following conditions:

- a. The two percent (2%) or four (4%) awards may not be combined.
- b. Due to the EMS incentives listed in this article and/or the minimum job requirements of some classifications, no employee shall receive Associate's Degree premium pay for an EMS-related degree. This provision is effective for employees hired after November 1, 2021.

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

EMS Quality Improvement	5%
EMS Training Administration	5%

24.4 Bi-lingual Pay Premium: An employee that demonstrates proficiency in speaking and understanding Spanish may be eligible to receive a premium of two and one-half percent (2.5%) of the employee's base salary if the employee provides the Department with proof on a bi-annual basis of proficiency to communicate effectively in that language. An employee that demonstrates fluency in speaking and understanding Spanish shall be eligible to receive a premium of five percent (5.0%) of the employee's base salary if the employee provides the Department with proof on a bi-annual basis of fluency.

ARTICLE 25 – CLOTHING

25.1 The City shall furnish clothing and uniforms required in the performance of City duties to include, but not limited to, the list in Section 25.4 to all employees before their first (1st) day of employment. Should the City be unable to procure any uniform item required in Section 25.4 for newly hired employees, the City will notify the Union as soon as they become aware of the supply chain issue and will procure the items as soon as reasonably possible. All badges, patches, and logos will be provided by the City. The clothing and uniform design shall be determined by the Fire Chief. The replacement of these items will be on an exchange program with new items.

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

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

25.4 Clothing list

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

Workout apparel to match duty T-shirts

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

Uniforms may be replaced on an as needed basis at the discretion of the Fire Chief or their designee.

- 25.5 All uniforms and personal protective clothing shall be kept clean at all times to maintain a positive and professional image to the public.
- 25.6 A full class A uniform will be provided to each member of the Union once they have successfully passed their probation period with the City. These items shall include, hat, jacket, pants, shirt, badge, tie, belt, and shoes. The repair or alteration of these items will be at the Union members' expense, once the uniform has been fitted.

ARTICLE 26 - BOOKS AND TUITION

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

ARTICLE 27 - WORKING RULES

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

ARTICLE 28 - SAFETY PROGRAM

- 28.1 The City shall conform to the State and Federal requirements pertaining to safety of the employees in the performance of their work assignments.

- 28.2 Employees shall be given an opportunity to exercise a cumulative of sixty (60) minutes per shift. The intent is to provide flexibility regarding scheduling the sixty (60) minutes during the first twelve (12) hours of the shift. The Fire Chief has the right to determine the workout time period.
- 28.3 NFPA 1582 Medical Evaluations: See Attachment A

ARTICLE 29 - PERSONNEL FILE

- 29.1 A personnel file shall be initiated and maintained for each employee. Personnel files shall be considered confidential and shall be accessible only to the employee, the City Manager, the Personnel Officer, the Fire Chief, and the supervisor, with the approval of the Fire Chief. An employee shall have the right to review and obtain copies of the contents of their personnel file.
- 29.2 No material shall be placed in an employee's personnel file without the knowledge of the employee. An employee may respond in writing to any item placed in their personnel file and said response shall become part of the personnel file.
- 29.3 Upon employee request, letters of reprimand shall be removed at the end of eighteen (18) months from the time the reprimand was dated, provided there are no subsequent letter(s) of reprimand or disciplinary action taken during the intervening period of time.

ARTICLE 30 - SAVINGS CLAUSE

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

ARTICLE 31 - TERMINATION

- 31.1 This Agreement shall be effective upon ratification by both parties and shall remain in effect until June 30, 2027. This Agreement shall be automatically renewed from year to year thereafter unless either party notifies the other between January 1 and March 1, in the year of expiration that they wish to modify this Agreement.

ARTICLE 32 - SCOPE OF AGREEMENT

- 32.1 The City and the Union shall not be bound by any requirement which is not specifically stated in this Agreement. Specifically, but not exclusively, the City

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

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

ARTICLE 33 – UNION BUSINESS

- 33.1 Representatives. The Union will notify the Fire Chief, in writing, of the names of its representatives.
- 33.2 Visits. Union representatives, other than Agency employees, upon notification to the Fire Chief or their designee, may visit with employees during breaks, meal periods or after normal business hours (0800-1700) – employee representatives are not required to provide notification. Visits outside of those allowed for above may be granted only with the expressed approval of the Fire Chief or a designee and shall not disrupt the workflow.
- 33.3 Internal Business. The internal business of the Union shall only be conducted outside normal working hours.
- 33.4 Bulletin Boards. Bulletin board space will be provided for the Union for the posting of meeting notices and other information of interest to its members.
- 33.5 The Union and the City agree to comply with the terms of ORS 243.798 by providing a reasonable amount of time to designated representatives to engage in the listed activities. Prior to engaging in activities described in ORS 243.798, the designated representative shall discuss the necessary time with the Fire Chief or their designee. The Fire Chief or designee shall approve the activity unless the activity interferes with Department operations. The designated representative shall keep a record of the time spend in such activities.

ARTICLE 34 – CELL PHONE STIPEND

- 34.1 All employees who are assigned by the City to carry a cell phone for work shall have the option to receive a stipend of thirty-five dollars (\$35) per month in lieu of receiving a City owned device. If the employee chooses to accept the cell phone stipend, the employee shall use the cell phone for work related calls and provide the cell phone number to the City. Employees required to use a smart phone shall receive an additional twenty-five dollars (\$25) per month and receive a one (1)-time maximum payment of up to ninety-nine dollars (\$99) for purchase or upgrade to a newer device. Stipends received for this purpose shall be considered taxable compensation to the employee. If the employee receiving the stipend terminates employment, the City is not responsible for continued payments of any service the employee may have contracted for.

**CITY OF FOREST GROVE
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (LOCAL 1660) UNION**

Will Murphy, IAFF 1660 Trustee

Dated: _____

Jesse VanderZanden, City Manager

Dated: _____

Rob Webb, IAFF 1660 Representative

Dated: _____

Peter Smith, IAFF 1660 Representative

Dated: _____

Lee Trotter, IAFF 1660 2nd Vice President

Dated: _____

International Association of Firefighters (Local 1660)
Wage Schedule A
07/01/2024
4% COLA & Spot Adjustments

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Hourly/40							
F90	Firefighter	36.2910	38.0235	39.7866	41.5170	43.2690	45.0200
F92	Lieutenant	39.2549	41.1300	43.0340	44.9007	46.7986	48.6954
F96	Captain	42.9557	45.0373	47.0906	49.1372	51.2111	53.2649
F98	Deputy Fire Marshal	43.5055	45.5889	47.6850	49.7755	51.8506	53.9620
F14	Fire Logistics Technician	27.1020	28.3661	29.2702	30.3543	31.4384	32.5200

Hourly 24/48							
F90	Firefighter	27.5767	28.8933	30.2329	31.5479	32.8792	34.2098
F92	Lieutenant	29.8290	31.2538	32.7005	34.1191	35.5613	37.0026
F96	Captain	32.6411	34.2228	35.7831	37.3383	38.9142	40.4749
F98	Deputy Fire Marshal	33.0589	34.6420	36.2348	37.8234	39.4002	41.0046

Hourly (48 hour work week)							
F90	Firefighter	30.2425	31.6862	33.1554	34.5975	36.0575	37.5166
F92	Lieutenant	32.7124	34.2750	35.8616	37.4173	38.9989	40.5794
F96	Captain	35.7964	37.5311	39.2421	40.9477	42.6759	44.3874
F98	Deputy Fire Marshal	36.2546	37.9907	39.7375	41.4796	43.2089	44.9684

Hourly (45.5 hour work week)							
F90	Firefighter	31.9042	33.4273	34.9772	36.4985	38.0387	39.5780
F92	Lieutenant	34.5098	36.1582	37.8320	39.4732	41.1416	42.8091
F96	Captain	37.7632	39.5932	41.3983	43.1975	45.0207	46.8263
F98	Deputy Fire Marshal	38.2466	40.0782	41.9209	43.7586	45.5830	47.4392

International Association of Firefighters (Local 1660)

Wage Schedule A

07/01/2025

4% COLA & Spot Adjustments

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Hourly/40						
F90	Firefighter	37.7426	39.5445	41.3780	43.1777	44.9998	46.8208
F92	Lieutenant	40.8251	42.7752	44.7553	46.6968	48.6705	50.6432
F96	Captain	45.1206	47.3072	49.4640	51.6137	53.7921	55.9494
F98	Deputy Fire Marshal	45.2458	47.4125	49.5924	51.7665	53.9247	56.1205
F14	Fire Logistics Technician	28.1861	29.5007	30.4410	31.5684	32.6959	33.8208

	Hourly 24/48						
F90	Firefighter	28.6798	30.0490	31.4422	32.8098	34.1944	35.5782
F92	Lieutenant	31.0221	32.5039	34.0085	35.4839	36.9837	38.4827
F96	Captain	34.2862	35.9476	37.5866	39.2201	40.8755	42.5148
F98	Deputy Fire Marshal	34.3812	36.0277	37.6842	39.3363	40.9762	42.6448

	Hourly (48 hour work week)						
F90	Firefighter	31.4522	32.9536	34.4816	35.9814	37.4998	39.0173
F92	Lieutenant	34.0209	35.6460	37.2961	38.9140	40.5588	42.2026
F96	Captain	37.6005	39.4227	41.2199	43.0115	44.8267	46.6245
F98	Deputy Fire Marshal	37.7048	39.5104	41.3270	43.1388	44.9373	46.7671

	Hourly (45.5 hour work week)						
F90	Firefighter	33.1804	34.7644	36.3763	37.9584	39.5603	41.1612
F92	Lieutenant	35.8902	37.6046	39.3453	41.0521	42.7872	44.5215
F96	Captain	39.6665	41.5887	43.4848	45.3747	47.2898	49.1864
F98	Deputy Fire Marshal	39.7765	41.6813	43.5977	45.5090	47.4063	49.3368

International Association of Firefighters (Local 1660)
Wage Schedule A
07/01/2026
4.0% COLA

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	Hourly/40						
F90	Firefighter	39.2524	41.1263	43.0331	44.9048	46.7997	48.6937
F92	Lieutenant	42.4581	44.4862	46.5455	48.5646	50.6174	52.6689
F96	Captain	46.9254	49.1995	51.4425	53.6783	55.9438	58.1874
F98	Deputy Fire Marshal	47.0556	49.3090	51.5761	53.8372	56.0816	58.3654
F14	Fire Logistics Technician	29.3135	30.6808	31.6586	32.8312	34.0037	35.1736

	Hourly 24/48						
F90	Firefighter	29.8270	31.2510	32.6999	34.1222	35.5621	37.0013
F92	Lieutenant	32.2630	33.8041	35.3689	36.9032	38.4631	40.0220
F96	Captain	35.6576	37.3855	39.0900	40.7889	42.5105	44.2154
F98	Deputy Fire Marshal	35.7565	37.4688	39.1916	40.9097	42.6153	44.3506

	Hourly (48 hour work week)						
F90	Firefighter	32.7103	34.2718	35.8609	37.4206	38.9998	40.5780
F92	Lieutenant	35.3817	37.0718	38.7879	40.4706	42.1812	43.8907
F96	Captain	39.1046	40.9996	42.8687	44.7319	46.6198	48.4895
F98	Deputy Fire Marshal	39.2130	41.0908	42.9800	44.8644	46.7348	48.6378

	Hourly (45.5 hour work week)						
F90	Firefighter	34.5076	36.1549	37.8313	39.4768	41.1427	42.8076
F92	Lieutenant	37.3258	39.1088	40.9191	42.6942	44.4987	46.3023
F96	Captain	41.2532	43.2522	45.2242	47.1897	49.1813	51.1538
F98	Deputy Fire Marshal	41.3675	43.3486	45.3417	47.3293	49.3026	51.3102

**Seniority Listing
Schedule B**

Position	Name	Hire Date	Test Rank	Current Classification	Classification Date
1	Ted Penge	4/5/2004		Lieutenant	4/05/2004
2	Tony Carter	10/26/2005		Captain	9/01/2013
3	Will Murphy	2/27/2006		Captain	10/01/2013
4	Matt Johnston	09/06/2007		Fire Logistics Technician	12/12/2011
4	Matt Rawls	1/22/2008	1	Captain	1/22/2008
5	Geoff McFarland	1/22/2008	2	Firefighter	1/22/2008
6	Ivan Bratchuk	4/17/2008		Firefighter	4/17/2008
7	Brad Shinpaugh	1/13/2009		Firefighter	1/13/2009
8	Chad Toomey	1/04/2013		Deputy Fire Marshal	1/04/2013
9	Robert Webb	7/01/2015		Lieutenant	7/01/2015
10	Peter Smith	4/17/2017		Lieutenant	4/17/2017
11	Greg Cates	10/12/2020		Firefighter	10/12/2020
12	Joel Lubeck	3/02/2021		Firefighter	3/02/2021
13	Curt Herman	9/27/2021		Firefighter	9/27/2021
14	Kris Peterson	1/24/2022		Firefighter	1/24/2022
15	Mike Swhela	9/19/2022	1	Firefighter	9/19/2022
16	John Gray	9/19/2022	2	Firefighter	9/19/2022
17	Kaitie Sloan	9/19/2022	3	Firefighter	9/19/2022

ATTACHMENT A

NFPA 1582 Medical Evaluations

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

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

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

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

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

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

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

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

The Fire Department Physician shall inform the Fire Department only as to whether or not the candidate or current firefighter is medically certified to perform as a firefighter. The specific written consent of the candidate or current firefighter shall be required prior to release of confidential medical information to the Fire Department. Candidates who do not successfully complete the medical examination will be ineligible for employment.

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

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

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

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

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

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

Attachment B

Article 16: Conversion of Sick and Vacation Accruals between 52.64- and 40-hour/week and non-traditional schedule positions Example

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

To convert the sick and vacation leave balances of an employee working a 52.64-hour/week work schedule to a 40-hour/week work schedule, the employee's current vacation and sick leave balances shall be multiplied by the conversion factor of .7598 at the time of the schedule change.

For example, the calculation of the vacation leave conversion for an employee who has 400 hours of vacation leave accrued at the time of changing from a 52.64-hour/week schedule to a 40-hour/week schedule shall be as follows:

$$400 \text{ hours} \times .7598 \text{ conversion multiplier} = 303.92 \text{ hours}$$

To convert the sick and vacation leave balances of an employee working a 40-hour/week work schedule to a 52.64-hour/week work schedule, the current vacation and sick leave balances will be multiplied by 1.316 at the time of the schedule change.

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

$$303.92 \text{ hours} \times 1.316 \text{ conversion multiplier} = 399.96 \text{ hours}$$

Vacation carry over for 40-hour/week employees and employees working a non-traditional schedule

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

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

Calculation:

1. 12 shifts per year $\times$ 24 hours/shift = 288 hours/year of vacation leave accrual
288 hours/year $\times$ 140% carryover percentage allowed under Article 16 = 403.20 hours annually for 52.64-hour workweek
2. 403.20 hours $\times$.7598 conversion multiplier to 40-hour workweek = 288 hour cap for 40-hour workweek



Proclamation Policy

Mariah Woods | City Recorder

Jesse VanderZanden | City Manager

Work Session 2.24.2025

Purpose

2

- **Reach consensus on the City's proclamation policy.**

Background

3

- **The City Council held work sessions on November 12th and 25th that discussed the City's process for issuing proclamations.**
- **Consensus was reached on a new proclamation approval process and to establish a proclamation policy.**

Background

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- **Staff reviewed proclamation policies from other jurisdictions and developed a policy in line with best practices.**
- **The resulting drafted policy was reviewed by the City Attorney's office.**
- **The following slides comprise the full text of the proposed policy for the Council's review and comment. Staff is seeking consensus on the language.**

Definition

5

A proclamation is a ceremonial document issued by the City Council to commemorate a specific time (day, week, or month) to honor, celebrate, or create awareness of an event or significant issue.

Process

6

- 1. Requests must be submitted through the online proclamation request form.**
- 2. The City Recorder will review the request, and if all requirements are met, place it on the consent agenda of the next available City Council Meeting.**
- 3. Upon approval of the Council, the City Recorder will notify the requestor of the approval and prepare the proclamation.**
- 4. Requests from staff will be placed on the consent agenda as a staff memo.**
- 5. A staff memo with proclamations the City typically issues annually will be placed on the Consent Agenda at the beginning of each year.**

Guidelines

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- 1. Proclamation requests should reflect inclusiveness and recognize that the strength of our democracy is our diversity. It must not take sides in matters of political, ideological, or religious controversy, or individual convictions.**
- 2. Proclamations should have citywide significance and demonstrate relevancy to Forest Grove and its community.**
- 3. The Council will not issue proclamations honoring individuals, employees, or organizations; endorsing commercial ventures; or supporting or opposing a candidate for public office.**

Guidelines

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- 4. Proclamation requests must be made five weeks prior to the proclamation meeting date to allow time for vetting of the request and production of the proclamation itself.**
- 5. Each proclamation request must come from a Forest Grove community member, Councilmember, city employee, or an entity conducting business or providing services within Forest Grove. Requests from national, international, or out-of-state organizations with no local sponsor will not be submitted to the Council for consideration.**
- 6. All fields in the proclamation request form must be completed in full to be considered.**

Guidelines

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7. Proclamations are not automatically renewed. Requests must be made on an annual basis. If the request is for a repeat of a previous proclamation, a copy of the previous proclamation should be included with the request form.

8. No subordinate board, commission or committee of the City and no individual Councilor or other official of the City may issue a proclamation without prior approval and consent of the Council.

9. Proclamations are honorary and are not legally or administratively binding.

Guidelines

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10. The City may ask the City Attorney to review any proclamation requests before issuance.

11. A proclamation document is the legal record of the declaration. Proclamations do not require a public reading to be in effect and the Mayor reserves the right to determine whether a proclamation will be read in open session.

12. In issuing proclamations, the City is using its own voice to honor, celebrate, or create awareness of an event or an issue important to the City. As a result, there is no right to a proclamation and the City may edit any drafted material for final wording.

Consensus Items

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- **If language is agreed upon, the official policy will be brought before the Council as a Resolution.**