



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

5:30 - CITY COUNCIL WORK SESSIONS

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

Development Code

Staff: Matthew Johnson, Senior Planner; Bryan Pohl, Community Development Director

6:45 - EXECUTIVE SESSION

EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC. No formal decisions or actions will be taken. Per ORS 192.660(4) representatives of the news media may not attend executive sessions on labor negotiations.

The City Council will convene to hold an executive session: ORS 192.660(2)(d) to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

7:00 - CITY COUNCIL MEETING

A. 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. **RESOLUTION 2026-01 CONSENTING TO APPOINTMENTS TO CITY OF FOREST GROVE ADVISORY BOARDS, COMMITTEES AND COMMISSIONS**
2. Approve NLC Youth Delegation
3. 2026 Annual Proclamations
4. Monthly Building Activity Report - December 2025

D. Additions/Deletions

1. City Manager
2. Proposed by Councilors

- E. 7:15 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. **Washington County Housing and Homelessness Update**
Jill Chen and Jes Larson, Assistant Directors; Lisa Varon, Real Estate Div. Manager
2. **Senior Center Update**
Ana Gonzalez, Director of Community Health and Wellness
3. **Community Impact Grant Update: Chamber of Commerce**
Claudia Yakos, Forest Grove & Cornelius Chamber of Commerce Executive Director

F. 8:15 Public Hearings, Ordinances, and Resolutions

1. Second Reading
ORDINANCE 2025-04 AMENDING FOREST GROVE CODE OF ORDINANCES TITLE III (ADMINISTRATION) BY ADDING CODE CHAPTER 39, SANCTUARY CITY, PROTECTING FOREST GROVE FROM MISUSE OF LOCAL RESOURCES IN VIOLATION OF STATE LAW FOR FEDERAL IMMIGRATION LAW ENFORCEMENT
Staff: Jesse VanderZanden, City Manager
2. **RESOLUTION 2026-02 ELECTING CITY COUNCIL PRESIDENT**
Staff: Mariah Woods, City Recorder; Jesse VanderZanden, City Manager
3. **RESOLUTION 2026-03 AUTHORIZING EXECUTION OF A LABOR AGREEMENT BETWEEN THE CITY OF FOREST GROVE AND FOREST GROVE POLICE ASSOCIATION (FGPA) EFFECTIVE JULY 1, 2025 AND EXPIRING JUNE 30, 2028**
Staff: Brenda Camilli, Human Resources Director

4. **RESOLUTION 2026-04 APPROVING AN INTERGOVERNMENTAL AGREEMENT AUTHORIZING FOREST GROVE TO CONTINUE BEING A MEMBER OF THE BROADBAND USER GROUP (BUG) IN COOPERATION WITH 17 OTHER MUNICIPALITIES, DISTRICTS, AND COMMISSIONS, FOR THE PURPOSE OF PROVIDING BROADBAND SERVICES**

Staff: Jesse VanderZanden, City Manager

G. 8:45 Council Communications:

1. Councilor Reports
 - a. Mariana Valenzuela (LC, CDBGPAB)
 - b. Angel Falconer (HLB, JWC, CCESC, Chamber of Commerce)
 - c. Donna Gustafson (PAC, RWPCB, WCCCA)
 - d. Michael Marshall (CFC, P&R)
 - e. Karen Martinez (FGRFPD, SCC, FGSCC)
 - f. Brian Schimmel (CCE, EDC, TVHSC)
2. City Manager's Report
3. Mayor's Report (WCCC, R1ACT, MMC, WCC&MG, WCMG, MYAC)

H. 9:15 Adjournment

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



Development Code Revisions Work Session

Matt Johnson | Senior Planner

Bryan Pohl | Community Development Director

City Council Work Session 1/12

City of Forest Grove

AGENDA

Purpose & Background

Industrial Standards

Residential Standards

Non-Residential Uses

Non-Residential Standards

Mandatory Adjustments

PURPOSE

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The purpose of this work session is to seek feedback and direction for proposed Development Code revisions.

The Development Code is a set of regulations and standards that control how land is used and developed within the City.

Re-examining local standards can support the community's long-term goals for thoughtful and sustainable growth that reflect the vision and priorities identified by Forest Grove residents. The Community Development Department maintains a living document that lists potential changes and revisions to the code to be considered annually.

2040 VISION PLAN

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Community Growth- Increase supply of diverse and affordable housing options

- Address rent burden in the community by expanding opportunities for affordable housing development.
- Develop policies and programs that allow for ADU flexibility.

Economic Growth - Create a balanced and diversified economy comprised of a variety of commercial and industrial businesses offering high-paying job opportunities.

- Increase volume and diversity of commercial development.
- Increase industrial business development.

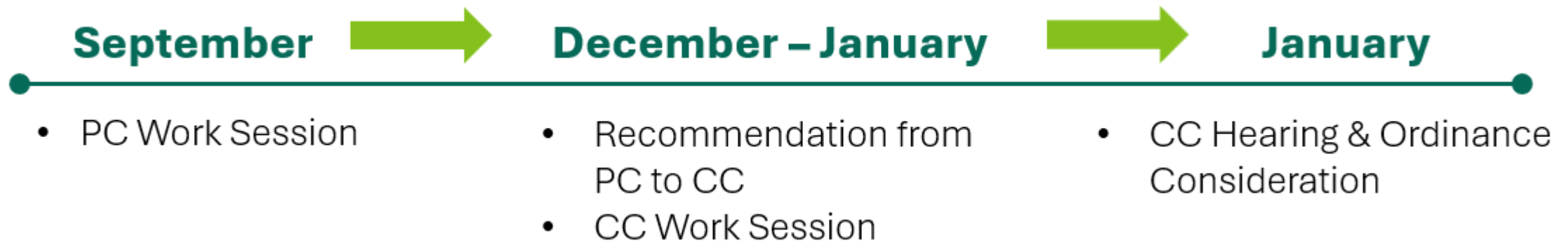


BACKGROUND

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The Planning Commission held a work session to discuss potential code amendments on September 15th.

On December 15th the Planning Commission voted unanimously to recommend the code amendments to the City Council for approval.



Industrial Standards

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- Discuss changes to Building Setbacks & Building Height

Building Setbacks & Building Height

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This is the City of Forest Grove's current code regarding Industrial Standards:

Table 3-13: Industrial Zone Dimensional Requirements			
STANDARD	LI	GI	BIP
Minimum Lot Size	10,000 square feet	10,000 square feet	20,000 square feet
Minimum Lot Width	100 feet	100 feet	100 feet
Minimum Lot Depth	None	None	None
Minimum Yard Setbacks [1]	None	None	Front : 20 feet Interior side: 10 feet Rear : 10 feet
Maximum Building Height [2]	None	None	45 feet
Maximum Building Coverage			50%
Minimum Landscaping			15%
Footnotes: [1] A setback and buffer may be required where a LI or GI boundary abuts a less intensive zone. See screening and buffering standards in Article 8. When an industrial site is separated from a residential zone by either a dedicated public street , or a railroad main line or spur track, no setback shall be required in that yard adjacent to the residential zone. [2] Building height unlimited per the Building Code with the installation of a sprinkler system approved by the Forest Grove Fire Department in all buildings over two stories.			

Building Setbacks & Building Height

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City Staff researched best practices of other City's standards within Washington County to propose building height and building setbacks for the City of Forest Grove:

	Cornelius	Hillsboro	Beaverton	Forest Grove (Current)
Minimum Front Setback	20' from the street	35' from the street	35' from the street	0' from the street
Minimum Rear Setback	0' from the rear; 25' when abutting a residential use	10' from the rear; 25' when abutting a residential use	0' from the rear; 75' when abutting a residential use	0' from the rear
Minimum Side Setback	0' from the sides; 25' when abutting a residential use	10' from the sides; 25' when abutting a residential use	10' from sides; 75' when abutting a residential use	0' from the sides
Maximum Building Height	35' tall	45' tall; provision to allow +1' in height for every additional 1' setback	45' tall	None

Building Setbacks & Building Height

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	Cornelius	Hillsboro	Beaverton	Forest Grove (Current)	Forest Grove (Proposed)
Minimum Front Setback	20' from the street	35' from the street	35' from the street	0' from the street	10' from the street
Minimum Rear Setback	0' from the rear; 25' when abutting a residential use	10' from the rear; 25' when abutting a residential use	0' from the rear; 75' when abutting a residential use	0' from the rear	10' from the rear; 50' when abutting a residential use
Minimum Side Setback	0' from the sides; 25' when abutting a residential use	10' from the sides; 25' when abutting a residential use	10' from sides; 75' when abutting a residential use	0' from the sides	10' from the sides; 50' when abutting a residential use
Maximum Building Height	35' tall	45' tall; provision to allow +1' in height for every additional 1' setback	45' tall	None	45' tall; provision to allow +1' in height for every additional 1' setback

Building Setbacks & Building Height

1
0

Table 3-13: Industrial Zone Dimensional Requirements			
STANDARD	LI	GI	BIP
Minimum Lot Size	10,000 square feet	10,000 square feet	20,000 square feet
Minimum Lot Width	100 feet	100 feet	100 feet
Minimum Lot Depth	None	None	None
Minimum Yard Setbacks [1]	None Front : 10 feet Interior side: 10 feet Rear : 10 feet	None Front : 10 feet Interior side: 10 feet Rear : 10 feet	Front : 20 feet Interior side: 10 feet Rear : 10 feet
Maximum Building Height [2] [3]	None 45 feet	None 45 feet	45 feet
Maximum Building Coverage			50%
Minimum Landscaping			15%
Footnotes: [1] A setback and buffer may be required where a LI or GI boundary abuts a less intensive zone. See screening and buffering standards in Article 8. When an industrial site is separated from a residential zone by either a dedicated public street, or a railroad main line or spur track, no setback shall be required in that yard adjacent to the residential zone. Additionally, all buildings shall maintain a minimum setback of 50 feet from any residential zone. [2] Building height unlimited per the Building Code with the installation of a sprinkler system approved by the Forest Grove Fire Department in all buildings over two stories. [3] The maximum height of 45 feet may be increased with increased setbacks (1 foot additional height per 1 additional foot of building setback)			

QUESTIONS or DISCUSSION

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Residential Standards

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- Addition of comprehensive plan target densities
- Revised definition of building height
- Revisions to ADU standards
- Clarification of Townhome setback requirements
- Clarification of historic review garage standards
- Additional statement for Private Restrictions/ CCR's.

Comprehensive Plan Target Densities

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Provide clarification on target densities for new, proposed subdivision design. Meet the requirements of Metro (Urban Growth Management Functional Plan).

§ 17.3.110 LIST OF RESIDENTIAL ZONES.

A. Suburban Residential SR. The SR zone is intended for development of housing at a **target density of 1.0 dwelling unit per net acre**. Detached single-family housing will be the predominant housing type in this zone. Accessory dwelling units are also permitted subject to the density limitations of the zone. A limited range of compatible non-residential uses such as parks and schools are permitted or allowed with conditional use permit approval.

B. Residential R-7. The R-7 zone is intended for development of a variety of housing types including single-unit detached, accessory dwelling units, duplexes, threeplexes, quadplexes, townhomes and cottage clusters, **with a target density of 6.22 dwelling units per net acre**. Detached single-family housing will likely be the predominant housing type in this zone. A limited range of compatible non-residential uses such as parks and schools are also permitted or allowed with conditional use permit approval.

C. Residential R-5. The R-5 zone is intended for development of a variety of housing types including single-unit detached, accessory dwelling units, duplexes, threeplexes, quadplexes, townhomes and cottage clusters, **with a target density of 8.71 dwelling units per net acre**. Detached single-family housing will likely be the predominant housing type in this zone. A limited range of compatible non-residential uses such as parks and schools are also permitted or allowed with conditional use permit approval.

D. Residential Medium RM. The RM zone is intended for development of single-unit detached, single unit attached and small multi-unit dwelling units, homes on small lots, **with a target density of 12 dwelling units per net acre**. A limited range of compatible non-residential uses such as parks and schools are also permitted or allowed with conditional use permit approval. The RM zone functions as a transition zone between the lower density residential zones and the higher intensity residential and non-residential zones.

E. Residential High RH. The RH zone is intended for development of multi-unit residential buildings, **with a target density of 20.28 dwelling units per net acre**. This zone also allows small lot single-unit homes. RH zoning is generally applied near transit streets and adjacent to commercial districts. The RH zone also allows a limited range of non-residential uses to help provide services for residents and enhance the quality of the higher density neighborhood.

Residential Building Height

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A building story height can vary depending on the proposed design. City Staff recommends a fixed number to regulate building height.

§ 17.3.130 RESIDENTIAL DEVELOPMENT STANDARDS.

E. *Building height.* Building height standards are used to establish a compatible building scale. This can help to create a harmonious visual setting and helps to bring about a successful mixing of diverse housing types.

1. Buildings in the SR, R-7, R-5 and RM Zones are limited to a maximum height of ~~two and one half stories or 35 feet, whichever is less.~~ Accessory buildings are limited to a maximum height of ~~one and one half stories or 25 feet, whichever is less.~~
2. Buildings in the RH Zone are limited to a maximum height of ~~three stories or 45 feet, whichever is less.~~

[1] The side yard setback for attached single-unit dwellings /townhomes shall be a minimum of zero feet at common walls and five feet ~~or one foot for each three feet of building height~~ at the eave line, from the end of the unit series. Unless approved by the Director, the dwellings shall be arranged on lots in a manner that the non-zero setback portion for one lot shall be adjacent to the non-zero setback portion on the adjoining lot in order to provide greater continuous open space.

Accessory Dwelling Units (ADU's)

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Allow greater square footage for proposed ADU's. Currently, ADU's are limited to 720 sq ft, including non-habitable space (garages, attics, ect.) This code revision will align with what is currently allowed for all accessory structures/ non-ADU's. The Planning Commission discussed the possibility of removing the prohibition on shipping containers/boxes for ADU's.

ACCESSORY DWELLING UNITS § 17.7.010 PROCEDURE.

An ~~Applicat~~ application ~~for~~ for an accessory dwelling unit shall be reviewed by the Director under the Type I procedure.

§ 17.7.015 STANDARDS.

B. Any addition shall not increase the gross floor area of the original dwelling by more than ~~40%~~ **20%**;

C. The ~~gross~~ **ground** floor area of the accessory dwelling unit shall not exceed 720 square feet. However, accessory dwellings that result from the conversion of a level or floor (e.g., basement, attic, or second story) of the primary dwelling may occupy the entire level or floor, even if the floor area of the accessory dwelling would exceed 720 square feet;

Historic Garages

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Clarify code regarding historic regulations as they pertain to proposed garage doors. This corrects a scrivener's error.

§ V FOCUS AREA HISTORIC DISTRICT DESIGN GUIDELINES OUTBUILDINGS AND GARAGES TRACK 1 STANDARDS

Related Code Standards

· Garage Doors: Total width is limited to ~~2~~ **1/3** of the primary building face width if facing a street. Height is limited to eight feet. Construction, style and materials shall be consistent with the main building. A maximum of one double garage door or two single doors facing the street is allowed per 50 feet of lot width. No width constraint if facing the alley.

Covenants, Conditions, and Restrictions (CC&R's)

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Clarify that the City does not enforce private neighborhood restrictions (paint color, fence and building materials, and other “above and beyond” regulations that are not enforceable by the City).

§ 17.8.1000 COVENANTS, CONDITIONS AND REQUIREMENTS.

Where proposed, Covenants, Conditions and Requirements (CC & Rs) shall:

A. Be reviewed and approved by the Community Development Director prior to approval of a final partition , final plat, final planned development review or, if none of the above, prior to the approval of the first planning permit required for the development. **The City does not enforce CC & R's.**

QUESTIONS or DISCUSSION

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Non-Residential Use Regulations

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- Allow Office Uses in a “Neighborhood Mixed Use” Zone.
- Revised “Building” and “Structure” Definitions.

Neighborhood Mixed Use (NMU) Office Uses Allowed

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- Allow office uses within a Neighborhood Mixed Use (NMU) zone. Footnote 16 within the Mixed Use and Commercial Zone Use Table prohibits office uses when proposed in a NMU zone.

§ 17.3.320 USE REGULATIONS.

Table 3-8 Commercial and Mixed-Use Zones Use Table			
USE CATEGORY	NC	CC	NMU
COMMERCIAL			
Commercial Lodging	N	L[5][20]	L[15][20]
Eating and Drinking Establishments	L[6]	P	L[15]
Entertainment – Oriented:			
- Major Event Entertainment	N	C	N
- Outdoor Entertainment	N	C	N
- Indoor Entertainment	N	P	L[15]
General Retail:			
- Sales-Oriented	L[7]	L[7]	L[15]
- Personal Services	P	P	L[15]
- Repair-Oriented	P	P	L[15]
- Bulk Sales	N	P	N
- Outdoor Sales	L[8]	L[8]	L[15]
- Animal-Related	N	P	N
Medical Centers	N	L[12]	N
Motor Vehicle Related:			
- Motor Vehicles Sale/Rental	N	L[9]	N
- Motor Vehicle Servicing/Repair	N	P	L[16]
- Motor Vehicle Fuel Sales	P[10]	P	N
Non-Accessory Parking	N	P	N
Office	L[17]	L[17]	L[16][17]
Self-Service Storage	N	C	N

Building & Structure Definitions

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This proposed amendment will fix a contradiction, reconciling definitions within the Development Code.

§ 17.12.210 MEANING OF SPECIFIC WORDS AND TERMS.

B8. *BUILDING.* ~~That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.~~ **A walled and roofed structure including a gas or liquid storage tank that is principally above ground.**

S10. *STRUCTURE.* ~~A walled and roofed building including a gas or liquid storage tank that is principally above ground.~~ **That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner**

QUESTIONS or DISCUSSION

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Non-Residential Standards

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- Revise and clarify landscape, buffer, and screening standards.
- Revise sidewalk construction standards.
- Update state-revised statute number for cannabis facilities.

Landscape Buffer and Screening

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Buffers are better applied to the abutting uses and not the abutting zones.

§ 17.8.425 BUFFERING AND SCREENING STANDARDS.

Table 8-2: Buffer Matrix Proposed Use						
Development Site -> Abutting Use	Single Units, Detached; Manufactured Units	Attached Single Units and Multifamily, 1-5 Units; Duplexes	Attached Single Units and Multifamily, 5+ Units	Commercial and Institutional Zones (NC, CC, INST) Uses	Town Center Zones (TCC, TCT)	Industrial Zones (LI, GI) Uses
Detached Single Units; Manufactured Units	-	A	C	D	E	E
Attached Single Units and Multifamily, 1-5 Units, Duplexes	A	-	B	D	E	E
Attached Single Units and Multifamily, 5+ Units	A	A	-	D	E	E
Commercial Zones (NC, CC) and Institutional Uses	C	C	C	-	-	D
Town Center Zones (TCC, TCT)	E	E	E	-	-	D
Industrial Zones (LI, GI) Uses	D	D	D	B	-	-
Note: See Table 8-3 for alternative combinations for meeting these screening requirements						

Landscape Buffer and Screening

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This code amendment seeks to consolidate and help clarify buffer requirements. The new footnote points to a separate portion of code that requires landscaping within a required buffer, in addition to the options within table 8-3 below.

Table 8-3 Buffer Combinations for Landscaping and Screening [1]					
	Options	Minimum Width (feet)	Trees (per linear feet of buffer)	Shrubs or Groundcover	Screening
A	–	10	--	Lawn/living groundcover	--
B	–	10	20' min/30' max spacing	Lawn/living groundcover	--
C	1	10	15' min/30' max spacing	Shrubs	4' hedges
	2	8		Shrubs	5' fence
	3	6		Shrubs	6' wall
D	1	20	10' min/20' max spacing	Shrubs	6' hedge
	2	15		Shrubs	6' fence
	3	10		Shrubs	6' wall
E	1	30	10' min/20' max spacing	Shrubs	6' hedge or fence
	2	25		Shrubs	5' earthen berm or wall

[1] Buffers are not required between abutting uses that are not of a different type when the uses are separated by a street. Adjustments from these requirements can be obtained; see Article 2.

[2] 17.8.425(b)3 applies in addition to the buffer combinations within Table 8-3.

Collector Road Sidewalk Installation

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If a collector road is proposed within a new residential subdivision, this code amendment will prevent residential driveways from replacing new sidewalk installation.

§ 17.8.620 SIDEWALKS.

A. Sidewalks required. Sidewalks shall be constructed, replaced or repaired to city design standards as set forth in the standard specifications manual and located as follows:

1. On both sides of arterial and collector streets to be built at the time of street construction, **unless determined by the City Engineer to be installed on a later date certain;**
2. On both sides of all other streets and in pedestrian easements and rights-of-way, except as provided further in this section, to be constructed along all portions of the property designated for pedestrian ways in conjunction with development of the property; and
3. On one side of any industrial street to be constructed at the time of street construction or after determination of curb cut locations.

ORS Cannabis Facilities

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Accurately reflect the State Statute section regulating cannabis facilities.

§ 17.8.1100 GENERAL STANDARDS FOR ALL CANNABIS FACILITIES.

A. The application shall demonstrate compliance with the locational requirements of O.R.S. Chapter ~~475B~~ **475C** and must maintain State certification at all times.

QUESTIONS or DISCUSSION

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Mandatory Adjustments

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- Revise the existing “Adjustments” Section to incorporate the required “Mandatory Adjustments” and ultimately allow for more flexibility of development standards.
- SB1537, from the 2024 Legislative Session, requires local governments to grant adjustments to specific development and design standards applied to the development of housing if an application meets certain conditions.
- An Adjustment is a mechanism within the code that allows for greater flexibility when attempting to meet the requirements of the development code (height maximums, building setback minimums, etc.)

Mandatory Adjustments

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ADJUSTMENT § 17.2.110 PROCEDURE.

- A. **Excluding mandatory adjustments for housing development projects**, Requests for changes of less than 10% of the setback, height or lot coverage standard shall follow the Type I process.
- B. **Excluding mandatory adjustments for housing development projects**, Requests for changes from 10% to 20% of the setback, height or lot coverage standard shall follow the Type II process.
- C. **Mandatory adjustments for a housing development project shall be approved if:**
1. **An adjustment is requested up to 10% of a rear or side setback;**
 2. **An adjustment is requested up to 25% of a minimum common area, minimum open space, and/or landscaping area requirement;**
 3. **An adjustment is requested to minimum parking requirements;**
 4. **An adjustment is requested for minimum lot sizes, not more than a 10 percent adjustment, and including not more than a 10 percent adjustment to lot widths or depths;**
 5. **An adjustment is requested for maximum lot sizes, not more than a 10 percent adjustment, including not more than a 10 percent adjustment to lot width or depths and only if the adjustment results in:**
 - (A) **More dwelling units than would be allowed without the adjustment; and**
 - (B) **No reduction in density below the minimum applicable density.**
 6. **An adjustment is requested for building lot coverage requirements for up to a 10 percent adjustment;**
 7. **An adjustment is requested for manufactured dwelling parks, middle housing as defined in ORS 197A.420, multifamily housing and mixed-use residential housing;**
 - (A) **Requirements for bicycle parking that establish:**
 - (i) **The minimum number of spaces for use by the residents of the project, provided the application includes at least one-half space per residential unit; or**
 - (ii) **The location of the spaces, provided that lockable, covered bicycle parking spaces are within or adjacent to the residential development;**
 - (B) **For uses other than cottage clusters, as defined in ORS 197A.420 (1)(c)(D), building height maximums that**
 - (i) **Are in addition to existing applicable height bonuses, if any; and**
 - (ii) **Are not more than an increase of the greater of:**
 - (I) **One story; or**
 - (II) **(A 20 percent increase to base zone height with rounding consistent with methodology outlined in city code, if any;**

Mandatory Adjustments

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(C) Unit density maximums, not more than an amount necessary to account for other adjustments under this section; and

(D) Prohibitions, for the ground floor of a mixed-use building, against:

(i) Residential uses except for one face of the building that faces the street and is within 20 feet of the street; and

(ii) Nonresidential active uses that support the residential uses of the building, including lobbies, day care, passenger loading, community rooms, exercise facilities, offices, activity spaces or live-work spaces, except for active uses in specifically and clearly defined mixed use areas or commercial corridors designated by local governments.

8. An adjustment is requested for the following design standards:

(A) Façade articulation, materials, color, or pattern

(B) Roof forms and materials

(C) Entry and Garage Door Materials

(D) Garage Door Articulation, unless the building is adjacent to or across from a public park

(E) Window materials, except for bird-safe glazing requirements

(F) Total window area, for up to a 30 percent adjustment, provided the application includes at least 12 percent of the total facade as window area.

(G) For manufactured dwelling parks, middle housing as defined in ORS 197A.420, multifamily housing and mixed-use residential:

(i) Building orientation requirements, not including transit street orientation requirements.

(ii) Building height transition requirements, not more than a 50 percent adjustment from the base zone.

(iii) Requirements for balconies and porches

(iv) Requirements for recesses and offsets

~~G.D.~~ Requests for changes to standards other than **the provisions of this section** setback, height or lot coverage, or which are for more than 20% of the setback, height or lot coverage standard are processed as variances under § 17.2.700.

Mandatory Adjustments

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§ 17.12.210 MEANING OF SPECIFIC WORDS AND TERMS

H3. HOUSING DEVELOPMENT PROJECT. In relation to SB1537 Section 38 Mandatory Adjustments, a housing development project is a proposed residential project with a minimum net density of 6 units per acre.

QUESTIONS or DISCUSSION

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Mariah Woods

From: Dale Feik [REDACTED]
Sent: Thursday, December 11, 2025 3:41 AM
To: 'Kathryn Harrington'; 'Nafisa Fai'; 'Pam Treece'; 'Jerry Willey'; 'Jason Snider'; Malynda Wenzl; 'Beach Pace'; 'Lacey Mayor Beaty'
Cc: 'Tanya Ange'; 'Washington County Administrative Office'; City Councilors; 'Amber Ames'; chair@washcodems.org; 'Lauren Bishop'; 'Laura Gunderson'; 'WC CAN Board'; cityrecorder@beavertonoregon.gov; mrogoway@oregonian.com; 'Representative Susan McLain'
Subject: Human Rights Day Dec. 10, 2025, declared by United Nations General Assembly in 1948
Attachments: Human Rights Day Dec 10 2025 started by the United Nations General Assembly in 1948.docx

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

To: Lacey Beaty, Mayor of Beaverton, and City Councilors

Re: Human Rights Day Dec. 10, 2025, declared by United Nations General Assembly in 1948

Heather Cox Richardson in her Letter dated Dec. 10, 2025, from an American wrote:

"Today is Human Rights Day, celebrated internationally in honor of the day seventy-seven years ago, December 10, 1948, when the United Nations General Assembly announced the Universal Declaration of Human Rights (UDHR)."

In 1948 the world was still reeling from the death and destruction of World War II, including the horrors of the Holocaust. The Soviet Union was blockading Berlin, Italy and France were convulsed with communist-backed labor agitation, Greece was in the middle of a civil war, Arabs opposed the new state of Israel, communists and nationalists battled in China, and segregationists in the U.S. were forming their own political party to stop the government from protecting civil rights for Black Americans. In the midst of these dangerous trends, the member countries of the United Nations came together to adopt a landmark document: a common standard of fundamental rights for all human beings.

The United Nations itself was only three years old. Representatives of the 47 countries that made up the Allies in World War II, along with the Byelorussian Soviet Socialist Republic, the Ukrainian Soviet Socialist Republic, and newly liberated Denmark and Argentina, had formed the United Nations as a key part of an international order based on rules on which nations agreed, rather than the idea that might makes right, which had twice in just over twenty years brought wars that involved countries around the globe.

Part of the mission of the U.N. was "to reaffirm faith in fundamental human rights, in the dignity and worth of the human person, in the equal rights of men and women and of nations large and small." In early 1946 the United Nations Economic and Social Council organized a nine-person commission on human rights to construct the mission of a permanent Human Rights Commission. Unlike other U.N. commissions, though, the selection of its members would be based not on their national affiliations but on their personal merit.

President Harry S. Truman had appointed Eleanor Roosevelt, widow of former president Franklin Delano Roosevelt and much beloved defender of human rights in the United States, as a delegate to the United Nations. In turn, U.N. Secretary-

General Trygve Lie from Norway put her on the commission to develop a plan for the formal human rights commission. That first commission asked Roosevelt to take the chair..."

Please open the attachment to read to the punch line:

"... under President Joe Biden, the White House celebrated Human Rights Day by recommitting to "upholding the equal and inalienable rights of all people." The State Department bestowed the Human Rights Defender Award on eight individuals who have defended migrant workers, LGBTQ+ individuals, women, and democracy. The recipients came from Kuwait, Bolivia, the Kyrgyz Republic, Burma, Eswatini, Ghana, Colombia, and Azerbaijan.

The U.S. government did not recognize Human Rights Day this year.

Instead, Humeyra Pamuk of Reuters reported, administration officials are threatening to place sanctions on the International Criminal Court to guarantee it will not investigate Trump and his top officials. "There is growing concern...that in 2029 the ICC will turn its attention to the president, to the vice president, to the secretary of war and others, and pursue prosecutions against them," a Trump administration official told Pamuk. "That is unacceptable, and we will not allow it to happen."

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
Kevin Moss, WC Clerk
Amber Ames, Hillsboro City Council clerk
Mariah Woods, Recorder/clerk, Forest Grove City Council
Recorder, Beaverton City Council
Laura Gunderson, The Oregonian, editor and vice president of content
Lauren Bishop, Forest Grove and Hillsboro NewsTimes editor
Washington County Citizen Action Network (WC CAN) Board of Directors
Martita Meier, Chair Washingtoncodems Central Committee
Representative Susan McLain

Attachment:

Human Rights Day, Dec 10, 2025, started by United Nations General Assembly in 1948.docx

Mariah Woods

From: Chris B. Billman [REDACTED]
Sent: Sunday, December 28, 2025 11:07 AM
To: City Councilors; Jesse VanderZanden; Henry Reimann
Subject: Request for Enforcement of ADA Parking Laws in Forest Grove

Dear Chief Reimann, City Manager Mr. VanderZanden , and Members of City Council,

I am writing to formally request renewed enforcement of Oregon ADA parking laws within the City of Forest Grove.

Oregon law and state ADA parking guidance clearly recognize that misuse of existing ADA parking spaces is an enforcement issue delegated to local jurisdictions. In recent years, enforcement of these provisions in Forest Grove appears to have lapsed. This is particularly evident at high-use locations such as the Safeway parking lot, where ADA spaces are routinely occupied by vehicles in which the permitted individual remains in the car while an able-bodied person shops.

This practice constitutes misuse of an ADA parking permit and directly denies access to people who require those spaces to independently enter businesses. It is also a regression from prior enforcement practices; Forest Grove officers previously enforced these violations, but no longer appear to do so.

The State of Oregon's ADA Parking Guidance (updated February 22, 2023) specifically identifies "enforcing against wrongful use of existing ADA spaces" as an appropriate and necessary local action. Enforcement does not require new ordinances or additional parking infrastructure—only consistent application of existing law.

I respectfully request:

- Clarification of the City's current ADA parking enforcement policy
- Periodic enforcement presence at known problem locations
- Refresher training for officers on ADA parking misuse
- A renewed commitment to protecting the rights of disabled residents and visitors

Accessible parking is not a convenience; it is a civil rights protection. When enforcement stops, the burden falls on disabled individuals to absorb the harm.

Thank you for your attention to this matter. I would appreciate a written response outli

Chris Billman
[REDACTED]
Forest Grove, Oregon
97116-9128
[REDACTED]

Mariah Woods

From: Susan Klaumann [REDACTED]
Sent: Tuesday, December 30, 2025 12:51 PM
To: City Councilors
Subject: Traffic hazard

[Some people who received this message don't often get email from scklaumann@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Just want to let you know that there is a hazard at the corner of 22nd Ave and Oak Street. With the cars now parking north of 22nd the view for on coming traffic is obstructed. I have already seen one accident and just yesterday when I pulled out I was nearly hit by a car I could not see. I think these cars belong to people who work at the facility there. I am hoping that you will put a no parking zone there or consider a 3-way stop.

Thank you for your attention to this matter

Sincerely,

Susan Klaumann
Sent from my iPad

Mariah Woods

From: Dale Feik [REDACTED]
Sent: Sunday, January 04, 2026 2:20 PM
To: matt.DONEGAN@deq.oregon.gov; karen.moynahan@deq.oregon.gov; 'TANNER Silvia * DEQ'; mark.webb@deq.oregon.gov; 'Kathryn Harrington'; 'Nafisa Fai'; 'Pam Treece'; 'Jerry Willey'; 'Jason Snider'
Cc: 'TRAPP Lindsay * DEQ'; leah.feldon@deq.oregon.gov; 'Tanya Ange'; 'Amber Ames'; 'Washington County Administrative Office'; 'WC CAN Board'; 'Laura Gunderson'; 'Beach Pace'; Mariah Woods; 'Representative Susan McLain'; 'Rick Shanley'; 'Anh Le'; 'Lacey Mayor Beaty'; cityrecorder@beavertonoregon.gov; 'Lauren Bishop'
Subject: URGENT - Timothy Snyder, Lesson 18 from On Tyranny, BE CALM WHEN THE UNTHINKABLE COMES and Venezuela by Nicholas Kristof
Attachments: Next Terrorist attack Lesson 18 On Tyranny by Timothy Snyder Dec 30 2025.docx; Nicholas Kristof What I Learned in Venezuela writing from Venezuela Jan 4 2026.docx

To: EQC Chair Matt Donegan and Commissioners Mark Webb, Karen Moynahan and Silvia Tanner (Public comment for Jan. 15, 2025), and

To: Kathryn Harrington, Chair of Washington County Commission and Commissioners, Jerry Willey, Pam Treece, Nafisa Fai, Jason Snider (Public comment for Jan. 6, 2025)

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

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

Copy To: Lacey Beaty, Mayor of Beaverton, and City Councilors

Re: Timothy Snyder's warning from his book On Tyranny, 20 Lessons from the 20th Century: Lesson 18 is: **BE CALM WHEN THE UNTHINKABLE COMES, and;** Nicholas Kristof's statements from being in Venezuela, January 4, 2025.

Two topics:

1. All of you except two Councilors from Forest Grove and Councilors from Beaverton have the book 'On Tyranny, 20 Lessons (Actions) from the 20th Century' by Timothy Snyder.

In Snyder's book, On Tyranny please read **Lesson 18, titled 'Be Calm When the Unthinkable Comes'**. In the attachment titled 'Next Terrorist attack Lesson 18...Dec 30, 2025. Docx', Snyder writes:

"As I will try to show, the present government invites a terror attack. Most of the people directing the relevant agencies are incompetent; the next few layers down have been purged in culture wars; much the remaining personnel have resigned, been fired, or are demoralized; resources have been diverted away from terror prevention; Americans has been distracted by fiction and chaos; and potential attackers have been encouraged. And so, we have to think — now — about what would follow such an attack. Musk, Trump, Vance, and the rest would try to exploit the moment to undo remaining American freedoms. Let me cite Lesson 18 of On Tyranny."

"18. Be calm when the unthinkable arrives. Modern tyranny is terror management. When the terrorist attack comes, remember that authoritarians exploit such events in order to consolidate power. The sudden disaster that requires the end of checks and balances, the dissolution of opposition parties, the suspension of freedom of expression, the right to a fair trial, and so on, is the oldest trick in the Hitlerian book. Do not fall for it."

2. Because of Trump's ordering the abduction Venezuela President Madura, Nicholas Kristof's Opinion Jan. 4, 2026, put it into context. Please open attachment titled 'Nicholas Kristof What I learned in Venezuela writing from Venezuela Jan 4, 2026.docx.'

Kristof writes: "...Many Americans don't understand how brutal and incompetent Maduro's dictatorship was, and how much suffering the population endured. Government thugs [tortured](#), raped and killed with impunity, and ordinary citizens lost their children to tragic misrule — even as regime officials lived lavishly and ostentatiously (such as overindulging in expensive whiskeys at the hotel where I last stayed).

Venezuela has the largest oil reserves in the world, and back in 2000 it had a lower child mortality rate than Peru, Brazil and Colombia; now, the rate is [higher](#) in Venezuela than in any of those countries, which means thousands of children die unnecessarily each year. It's true that U.S. sanctions compounded the suffering (and I argued against such general sanctions), but the central reason was the venality and ineptitude of the regime. So of course, many Venezuelans are celebrating when they see Maduro fall.

"We are free," a Venezuelan woman in Chile [told](#) Reuters after Maduro's removal on Saturday. "We are all happy that the dictatorship has fallen and that we have a free country...."

"...I understand the giddiness, but I worry the triumphalism may be overdone. True, Maduro was a disaster for Venezuela and for the entire region, with nearly eight million refugees fleeing the country. Yes, he appears to have stolen the 2024 election."

"But President Trump's operation to remove Maduro appears to be [illegal](#), and it's not at all clear that the regime itself will be toppled or that life will improve for ordinary Venezuelans."

"Trump could have tried to provide a legal justification for the incursion by saying that he had the permission of Venezuela's rightful president, Edmundo González, the apparent winner of the 2024 election. The United States even under President Joe Biden [recognized](#) González as Venezuela's true president-elect, so that might have been a useful fig leaf for lawyers to work with. But Trump has been dismissive of the democratic forces represented by González and María Corina Machado, the opposition leader and Nobel Peace Prize winner."

"Instead, Trump asserted in a news conference on Saturday, "We are going to run the country." He seemed less interested in Venezuelan democracy and human rights than in gaining American control over Venezuelan oil. "We're going to have presence in Venezuela as it pertains to oil," he declared..."

"A central lesson of post-World War II military interventions is to beware of leaders glibly celebrating their missions accomplished. Toppling a government is invariably easier than ensuring a better one."

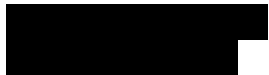
"As I was listening to Trump triumphantly announce his plans to run the country and control Venezuelan oil, I thought of a time I was caught up in street fighting in Caracas in 2002. I was interviewing people in a huge crowd of left-wing Chavistas who were facing off against another large crowd down the street, apparently right-wing anti-Chavistas. Gunshots were fired, bottles rained down, and the army fired tear gas to try to dispel the crowds."

"I slipped over to interview people on the other side — and discovered that they were Chavistas as well. Two furious mobs, unaware that they were on the same side, were straining through the tear gas to rip each other apart."

"Venezuela is murky like that. So, hold the champagne, for that scene suggests the deceptive and dangerous terrain on which Trump's gunboat diplomacy has landed us."

Sincerely,

Dale Feik, Ed.D.


Chair of Washington County Citizen Action Network (WC CAN)- <http://www.wc-can.org/>: WC CAN is a coalition of grassroots advocates (individuals and groups) dedicated to improving quality of life in Washington County by promoting healthy and sustainable communities, social and economic justice, and open and responsive government.

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Cc: Leah Feldon, DEQ Director

Lindsay Trapp, DEQ, Policy Analyst, Assistant to EQC

Tanya Ange, WCounty Administrator

Kevin Moss, WCounty Clerk

Amber Ames, Hillsboro City Council

Mariah Woods, Recorder, Foerst Grove City Council

City Recorder, Beaverton City Council

Laura Gunderson, The Oregonian, Content Editor

Lauren Bishop, The Carpenter Papers, NewsTimes Content Editor

Rep. Susan McLain

Rick Shanley, Clean Water Services Interim Chief Executive and General Manager

Anh Le, Clean Water Services, Executive Management Analyst to the CEO/General Manager

Washington County Citizen Action Network, Board of Directors

Attachments:

1.Next Terrorist attack Lesson 18 On Tyranny by Timothy Snyder Dec 30, 2025.docx

2.Nicholas Kristof What I learned in Venezuela writing form Venezuela Jan 4, 2026.docx.

Mariah Woods

From: David Haworth [REDACTED]
Sent: Sunday, January 11, 2026 4:22 PM
To: City Councilors
Subject: Please consider this

https://youtu.be/wLX_w0TtBpY?si=jDI-rIzulZEVFoni

You represent the people of Forest Grove, who live here
Phase 2 of the crane data center would destroy my way of life

We're already forced to deal with an enormous building. Very close to houses. There's no need to build one twice as big directly in our backyard.

Mariah Woods

From: Dale Feik [REDACTED]
Sent: Monday, January 12, 2026 9:41 AM
To: matt.DONEGAN@deq.oregon.gov; karen.moynahan@deq.oregon.gov; 'TANNER Silvia * DEQ'; mark.webb@deq.oregon.gov; 'Kathryn Harrington'; 'Nafisa Fai'; 'Pam Treece'; 'Jerry Willey'; 'Jason Snider'
Cc: 'TRAPP Lindsay * DEQ'; leah.feldon@deq.oregon.gov; 'Tanya Ange'; 'Amber Ames'; 'Washington County Administrative Office'; 'WC CAN Board'; 'Laura Gunderson'; 'Beach Pace'; Mariah Woods; 'Rick Shanley'; 'Anh Le'; 'Lacey Mayor Beaty'; cityrecorder@beavertonoregon.gov; 'Lauren Bishop'; nick.lamora@forestgrovenewstimes.com; 'Mike Rogoway'; 'Rep McLain'
Subject: URGENT - A 9-gigawatt problem: Northwest
Attachments: A 9 gigawatt problem Northwests soaring energy demand, supply constraints could spark new power crisis by Mike Rogoway Jan 11 2026.docx

Subject: URGENT - Timothy Snyder, Lesson 18 from On Tyranny, BE CALM WHEN THE UNTHINKABLE COMES and Venezuela by Nicholas Kristof

To: **EQC Chair Matt Donegan and Commissioners** Mark Webb, Karen Moynahan and Silvia Tanner (Public comment for Jan. 15, 2025), and

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

Copy To: **Malynda Wenzl, Mayor of Forest Grove, and City Councilors** (Public comment Jan. 12, 2026)

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

Copy To: **Lacey Beaty, Mayor of Beaverton, and City Councilors**

Re:

Sincerely,

Dale Feik, Ed.D.
[REDACTED]

Chair of Washington County Citizen Action Network (WC CAN)- <http://www.wc-can.org/>: WC CAN is a coalition of grassroots advocates (individuals and groups) dedicated to improving quality of life in Washington County by promoting healthy and sustainable communities, social and economic justice, and open and responsive government.

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Cc: Leah Feldon, DEQ Director
Lindsay Trapp, DEQ, Policy Analyst, Assistant to EQC

Tanya Ange, WCounty Administrator
Kevin Moss, WCounty Clerk
Amber Ames, Hillsboro City Council
Mariah Woods, Recorder, Foerst Grove City Council
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Lauren Bishop, The Carpenter Papers, NewsTimes Content Editor
Rep. Susan McLain
Rick Shanley, Clean Water Services Interim Chief Executive and General Manager
Anh Le, Clean Water Services, Executive Management Analyst to the CEO/General Manager
Washington County Citizen Action Network, Board of Directors
Lauren Bishop, The NewsTimes, Forest Grove/Hillsboro
Nick LaMora, The NewsTimes reporter
Michael Rogoway, The Oregonian, Business/Investigative reporter

Attachment:

A 9-gigawatt problem Northwest's soaring energy demand, supply constraints could spark new power crisis by
Mike Rogoway, Jan. 11, 2026.docx

Mariah Woods

From: Dale Feik [REDACTED]
Sent: Monday, January 12, 2026 10:08 AM
To: matt.DONEGAN@deq.oregon.gov; karen.moynahan@deq.oregon.gov; 'TANNER Silvia * DEQ'; mark.webb@deq.oregon.gov
Cc: 'TRAPP Lindsay * DEQ'; leah.feldon@deq.oregon.gov; 'Tanya Ange'; 'Amber Ames'; 'Washington County Administrative Office'; 'WC CAN Board'; 'Laura Gunderson'; 'Beach Pace'; Mariah Woods; 'Rick Shanley'; 'Anh Le'; 'Lacey Mayor Beaty'; cityrecorder@beavertonoregon.gov; 'Lauren Bishop'; nick.lamora@forestgrovenewstimes.com; 'Mike Rogoway'; 'Rep McLain'; 'Kathryn Harrington'; 'Nafisa Fai'; 'Pam Treece'; 'Jerry Willey'; 'Jason Snider'
Subject: URGENT - A 9-gigawatt problem: Northwest's soaring energy demand, supply constraints, could spark new power crisis
Attachments: A 9 gigawatt problem Northwests soaring energy demand, supply constraints could spark new power crisis by Mike Rogoway Jan 11 2026.docx

Subject: 'A 9-gigawatt problem: Northwest's soaring energy demand, supply constraints, could spark new power crisis', story by Mike Rogoway, Jan 11, 2026

To: EQC Chair Matt Donegan and Commissioners Mark Webb, Karen Moynahan and Silvia Tanner (Public comment for Jan. 15, 2025), and

Copy To: Kathryn Harrington, Chair of Washington County Commission and Commissioners, Jerry Willey, Pam Treece, Nafisa Fai, Jason Snider (Public comment for Jan 20, 2026)

Copy To: Malynda Wenzl, Mayor of Forest Grove, and City Councilors (Public comment Jan. 12, 2026)

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

Copy To: Lacey Beaty, Mayor of Beaverton, and City Councilors

Michael Rogoway's story begins with the following title and first paragraphs:

'A 9-gigawatt problem': Northwest's soaring energy demand, supply constraints, could spark new power crisis'.

"The years after the Great Recession were a kind of Goldilocks era in Oregon's power market.

The state's population and economy were growing robustly, yet power demand was flat. Major advances in power conservation, like LED lightbulbs and more efficient heating and air conditioning, kept a lid on electricity use. That helped hold down rates because Oregon's utilities could make do with the power they had.

The state's population growth stalled after the pandemic. Oregon's job market flatlined and the regional economy fell into malaise. Those are phenomena usually associated with a decline in power consumption.

But something unexpected happened. Oregon's electricity use jumped.

Data centers, lured by billions of dollars in local tax breaks, turned everything upside down. While consumer and commercial power demand has remained relatively constant for more than a decade, big tech companies have sent electricity consumption soaring from one side of the state to the other...."

The end of quote.

Please open the attachment to read Mike Rogoway's 14-page front-page story. I copied Mike Rogoway's story titled 'A 9-gigawatt problem': Surging demand pushes new energy crisis'. I then made a word document from it. Some people do not subscribe to the Oregonian (I encourage all of you to do so or at least donate to The Oregonian because of Mike Rogoway and other investigative journalists who write fact-checked, important stories) and would not be able to read Rogoway's story by clicking on the link to the story at the beginning of my word document. When a reader reads my word document, the blue links are not active - again a reader must have a subscription to open the links. I emailed Mike Rogoway and let him know I did that. I copied this email to him.

As political decision makers you all can/need to influence policies/procedures to address this very serious issue. I fought hard to stop Crane Data Center from being built in Forest Grove but lost the battle. The massive energy use by Crane will lower the residential customer rates but in the long run will contribute to the State/Regional energy crisis.

Sincerely,

Dale Feik, Ed.D.

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Anh Le, Clean Water Services, Executive Management Analyst to the CEO/General Manager
Washington County Citizen Action Network, Board of Directors
Nick LaMora, The NewsTimes reporter
Michael Rogoway, The Oregonian, Business/Investigative reporter

Attachment:

1. A 9-gigawatt problem Northwest's soaring energy demand, supply constraints could spark new power crisis by Mike Rogoway, Jan. 11, 2026.docx

My name is Annette Harings. I own a home in Forest Grove with my husband. I am a 50-year-old, white, female, civil rights attorney. I am an American citizen. I say all of that because I want you to imagine how ICE treats people who are *not* white, American, female civil rights attorneys. I was born and raised in Tualatin Oregon. I went to Tualatin Elementary, Twality Junior High, Tigard High, Portland Community College, and Willamette University. In 2000, I moved to Los Angeles and obtained my law degree from University of Los Angeles School of Law. I bought my Forest Grove home during COVID to be close to my family. My nieces graduated from FGHS.

In light of the federal government's endorsement and ratification of the cold-blooded murder of a white, female, American citizen in Minneapolis on January 7, 2026, for doing basically what I was doing in Forest Grove a month earlier, I would like to have the below links of ICE assaulting me posted to the public comments for the next City Council meeting.

This is a minute long and shows ICE assaulting me:

https://www.instagram.com/reel/DTPFLNKil-K/?utm_source=ig_web_copy_link&igsh=MzRlODBiNWFlZA==

or

<https://www.tiktok.com/@antifameeting.7pmssharp/video/7592827556596878605>

This video is over 3 minutes long and contextualizes who these men are, and what type of people are terrorizing our community:

https://www.instagram.com/reel/DTPHVbakdLb/?utm_source=ig_web_copy_link&igsh=MzRlODBiNWFlZA==

On December 9, 2025 at 8:39 a.m., I observed many armed, masked men and what I believed to be rental cars around Broadway Cannabis Market at 3821 Pacific Ave. This is right next to the Habitat for Humanity's store. They were there to detain a Hispanic mother. Because I am aware that ICE has disappeared members of our community, I pulled into the parking lot. I drove 1MPH next to their vehicle and yelled to them good morning, and asked where their manager was. Although the exact words you hear me say on the video are, "Guten Morgen meine Nazis. Wo sind deine Führer?"

In English this means, "Good morning my little Nazis, where is your Great Leader?"

These men's disdain for the law extended to hatred of the First Amendment. So in less than a minute these armed, masked men had pepper sprayed me in the face as I sat in my vehicle, hyperextended my elbow, tackled me to the ground, piled on top of me, tried to

push my head into the concrete, gave me whiplash, tightly handcuffed me behind my back, threw me into the back of a rental car, and kidnapped me. Real law enforcement officers do not do that.

These men wore outfits that could be thrown together for under \$30. They did not identify themselves. They gave me no warnings or lawful directives. They did not tell me I was being arrested or detained. They did not read my rights. Real law enforcement officers do not do that.

The Temu cops left the scene, leaving my keys, wallet and phone sitting in my running vehicle parked at a weed shop. Real law enforcement officers do not do that.

In the videos, you can hear that one of these men, Borro, overtly lie and say I hit him with my car door and charged them with my car. Do those lies sound familiar to you? Do they sound like what the federal government is saying about Renee Good? Could I have been a fatality last month?

It was an approximate 45 minute car ride to the Portland detention facility. Initially I was furious because my adrenaline was pumping and I'd just been physically assaulted for exercising my freedom of speech. Which, by the way, is a law that must be respected, yes? I yelled at them that they just arrested a civil rights attorney, and slowly spelled my name for them. They were silent for a significant amount of time.

I called them "race traitors," and told them they were not traitors to Mexican or Filipino heritage, but they are traitors to the American race. *Real* Americans do not kidnap people from the streets, splitting up families, and terrorizing neighborhoods. *Real* Americans know that almost all of us are immigrants. Borro responded that he was "More American" than I was. To which I responded, that's ridiculous because my Great Great Grandfather was probably an undocumented immigrant, but Borro still had an accent.

Once we reached Highway 26, my adrenaline had gone down. Because I was still covered in pepper spray all over my face and in my hair, and I had my arms tightly handcuffed behind my back, I was physically ill and having a hard time breathing and was going to throw up. I told them I have a Constitutional right to be provided medical care because I could not breathe and was going to puke. No one responded. So I said, "Maybe you didn't hear that I was an attorney. I have a Constitutional right to be provided medical care and I can't breathe."

So they pulled over on the side of Highway 26, pulled me out of the car and put me on my knees. They rinsed my eyes out with bottled water, loosened the handcuffs, and gave me water to rinse my mouth out. They told me, "Alright young lady, now it's time to get back

into the car.” After five or ten minutes more of driving, I was able to catch my breath. And I began a conversation with the men.

These are portions of our talk during the remainder of the car ride.

I started, “Now that I can breathe, we are going to have a conversation. I’m going to tell you about my recent trip to Munich and the National Socialist History Museum. The Museum covered the rise of Nazism and fascism. It was about how German residents were made to get used to fascism incrementally. First it was about art and artists. You could only have ‘real German’ art in museums. And no one really cared because no one knows any artists. But then came the call to get rid of immigrants. Because if you get rid of the immigrants, then all the Germans can get jobs again, and make more money, right? So no one really cared about the immigrants.

“But Hitler was an immigrant. And he organized this insurrection in Munich, and temporarily overthrew the local government. And that’s why Hitler was put into jail—for this insurrection. So because Hitler was an immigrant, he was Austrian and not German, he should have been deported. But he wasn’t. A German Judge who happened to be a Nazi, let Hitler off easy. Sound familiar? This judge lets Hitler out of jail early. Hitler wasn’t deported, even though he should have been, and the Nazi party gets stronger. And Hitler just ‘pardons’ everyone who was involved in the insurrection. Sound familiar?”

I told them that Melania Trump is “an illegal.” Start with deporting her.

I asked them if they knew their President let go of a dozen MS-13 gang members.¹ They were silent.

I asked them if they knew their President pardoned the President of Honduras, who was convicted by an American jury for bringing in 400 tons of cocaine to America.² They were silent.

I said to them, “you were out here yesterday and took two workers away.” One of them said “There are different circumstances in every case.”

I told them they are terrorizing our community. 300 kids walked out of school yesterday. They don’t want you here. That’s a sign that you are not wanted here. One of them responded, “Do you think I want to be here? I miss my family. I miss my kids.” One of them said, “He was elected. Elections have consequences. We gotta do what we gotta do.”

¹ <https://www.propublica.org/article/bukele-trump-el-salvador-ms13-gang-vulcan-corruption-investigation>

² <https://www.congress.gov/crs-product/IN12621>

I said, "Let's go back to the National Socialist History Museum. Do you know who else said 'we were just following orders'? You don't have to do this. Everyone has free will. You guys are making a choice to do this." A man said, "I wouldn't do this if I had a choice." I said, "You have a choice. You can quit. Can't you retire? Don't you have pensions?" They agreed that they have pensions, "We're all federal employees, of course we have pensions." I said, "Then quit."

The guy in the back seat with me said something to me about how his daughter is getting stuff on her social media feed about ICE, and that stuff is not happening, that it is AI generated. I asked if it was AI when ICE zip-tied children together in Chicago. This man said that it never happened, that it was all AI. This man said *social media* was what was ruining this country. I asked if the pepper spray in my face was AI, because I can still feel it. The driver, Borro, said, "What's happening in Chicago is really fucked up."

I said to them, "You don't have to follow the illegal instructions of your boss. Did you see South Park? With her face melting off? She's a puppy killer." The three laughed.

Borro said, "He was elected, so we do what we have to do. You think I wanna be here? I don't wanna be here. I miss my kids." I said, "You don't have to tell me where you're from, but what state are you from?" The man said, California. I said I had just moved back up from Los Angeles, and that people are freaking out in California, there's a lot of immigrants in Los Angeles, and sending in the National Guard was fucked up. I said that since he was from California, he understands how beautiful diversity and immigration can be. Borro agreed and said that the National Guard in Los Angeles was "wrong and messed up."

Borro then said that Los Angelenos just went about our lives when the Guard came in, but that Portlanders are "too invested in politics," and "that's not healthy." I said, "That's one of the things that was covered in the National Socialist History Museum. When the people stop being political, and stop paying attention to what's going on around them, that's how this stuff starts happening. It's important to stay engaged."

Borro said, "you and I agree probably on more than we disagree about." I said, "well, we could have had this conversation if you had told me who you were, and had given me a lawful order." They laughed. I said, "You're from Cali. So you know what's going on in Glendale and Burbank. Men just cosplay as ICE, put on masks and fake costumes and go kidnap women, and the women are raped or disappeared." Borrow said, "Yes, that's terrible." I said, "Exactly. So when I see a rental car full of dudes in face masks, that's where my head goes."

I told them my sister is a soccer coach here, and all of her players are Hispanic, and their parents are Hispanic, and these families are all freaked out. These people have done nothing wrong, but some of the parents have quit their jobs because they are scared to go outside. So they have no money, and it's ruining our community. I told them about someone we know who was sent back to El Salvador, which he escaped from, and that he had been in America for decades. One of the men said, "There has to be something else going on with him...like there were circumstances we don't know about."

I told them people are showing up to their mandatory immigration hearings, and getting jumped by ICE in the courthouse, and just sent off. They again said there "must be" other circumstances going on.

I said there were a whole bunch of people who just turned up to take their oath of loyalty to become American citizens, and ICE plucked people out of line and took them away before they could take their oath. One of the men said, "there must be other circumstances we don't know about."

I asked, "Why aren't you going after criminals? Why aren't you hanging out by the jail in Hillsboro and picking people up as they come out of domestic violence hearings?" The guy next to me said, "You voted for the wrong people up here." I asked him to explain. He said, "You voted for the wrong people up here, your politicians say we can't do that. That jails and prisons cannot give us those people so we can deport them." I said I was unaware of that. He said, "There's a lot of things people don't know. There's a lot of misinformation out there."

I confessed to them, "I think our country is fucked. We're all fighting each other for no reason. And I'm afraid it is too late to turn back from fascism." Borro agreed.

I said, "I assume you're trained because you've been employees for 20 years. But then you have these young guys come in with their sweatpants and their masks and their Punisher hats on and they don't know how to wear their pants. They don't know how to use their guns." The men laughed. I continued, "So you're associated with these douchebags. And you're also associated with the military in our cities. You're associated with what happened to the National Guard down in LA and in Chicago." Referring to the National Guard being deployed in American cities, Borro said, "That's terrible. That's terrible, terrible." I said, "you guys are doing the same thing, and we are fighting each other."

The men said that they (ICE) had been doing the "same thing" picking up people during the Biden and Obama administrations. I said "Bull shit. That's bull shit. You guys weren't wearing masks and going after moms with kids who are just walking down the

street. I don't understand why you're going after a mother with kids. What are you doing? Why did you even stop her?"

Shortly afterwards, we reached the detention facility. My handcuffs were taken off, and they put ankle chains on me. I was taken to a cell. Because my clothes were covered in water, mud and pepper spray, I ask for a different shirt. The federal agency charged with enforcing the jingoistic America First dogma, gave me a sweatshirt Made in Honduras. I laughed in my cell. It is a toasty sweatshirt, well made, and I'm currently looking to get it printed with, "I was detained by ICE and all I got was this lousy sweatshirt made in Honduras."

I again, was not provided a phone call. The pay phone in the cell is a total scam. While it states you can make a collect call "free" for 20 seconds, that is a lie. I couldn't say anything for more than 2 seconds without being cut off. When I called my husband, the system cut me off, and would not allow him to create an account to accept my collect call. I called my daughter, and the same thing happened.

I was not released until about three hours later, when my husband had found an attorney who contacted the federal prosecutor's office. I was released, without charge, without being given any paperwork, or explanation about why I was detained. Instead, they took my fingerprints, and a photo of me with someone's cell phone.

One of the men who assaulted me wore a Punisher baseball cap. Lots of these wanna be cops wear Punisher baseball caps. If you know anything about the comic book vigilante Punisher, then like me, you too must be horrified that there are armed men in our community, cosplaying as Punisher. These men in Punisher hats are the perfect mascot for the Department of Homeland Security. Because Punisher is a mentally unstable, blood thirsty vigilante, who is a law unto himself, answerable to no one, and will execute anyone and everyone who gets in the way...including children and police officers. Just like our federal government, Punisher is not limited by ethics, morals, empathy or mercy. Just like Punisher, the federal government picks and chooses which laws it wants to follow at any particular moment. And when the laws are inconvenient for fascist purposes, then the laws are ignored, or the Supreme Court overturns decades of precedence to make it so the law doesn't exist anymore.

There are no rules. There are no laws. What there is, is war. The federal government has declared war on its own population. We the people do not, and did not want this war.

Discussing Renee Good's murder, U.S. Congressman Wesley Hunt (R) said about Renee Good, "The bottom line is this: When a federal officer gives you instructions, you abide by them and you get to keep your life."³

U.S. Congressman Randy Fine (R) said, "if you get in the way of the government repelling a foreign invasion, you're gonna end up just like that lady did yesterday."⁴

The couch loving black eyeliner wearing vice president, said Temu cops are going to be "going door to door."⁵ How is that legal under our alleged Fourth Amendment: "The right of the people to be secure in their persons, houses, papers and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized"?

Using its new \$170 billion budget, (which is more than the yearly budget for all local and state law enforcement agencies combined across the US) in the last year alone, DHS increased its workforce by 120%, through hiring 12,000 new "officers and agents" and put them on the streets of America.^{6 7} Please explain how these men are being "trained" before being given guns, limitless authority, and absolute immunity.

DHS calls these Temu cops, "Homeland Defenders" in the job postings, and starts the job listing with "Defend your culture."⁸ Whose culture? The culture of 1933 Germany? I very much prefer not being forced to endure only "white American" food, and listen to only to "white" music thank you very much. DHS is not using a dog whistle, it's proudly and loudly proclaiming that conservative White Nationalism is our new government. And DHS is the new Gestapo: a federally funded military force turned on American residents.

There are only a few things I can think of right now as a "solution." The first is to document this for history's sake. When America has been destroyed from the inside out, and it is time for the world to look back to see what happened, it is important to leave documents so people don't make the same mistakes as we Americans have made through complacency and corruption. One thing Forest Grove can do for practically free is to create a dispatch/offense code for when people call 911 or nonemergency dispatch to report

³ <https://www.yahoo.com/news/articles/gop-rep-obey-federal-officers-183541913.html>

⁴ <https://www.rollingstone.com/politics/politics-news/maga-response-minneapolis-shooting-1235496289/>

⁵ <https://www.usatoday.com/story/news/nation/2026/01/08/jd-vance-promises-aggressive-immigration-enforcement/88086884007/>

⁶ <https://newrepublic.com/post/205122/ice-recruitment-wartime-america-renee-good>

⁷ <https://www.dhs.gov/news/2026/01/03/ice-announces-historic-120-manpower-increase-thanks-recruitment-campaign-brought>

⁸ <https://www.usajobs.gov/job/847039500> ; <https://newrepublic.com/post/205122/ice-recruitment-wartime-america-renee-good>

Temu Cop sightings, or “armed men in masks” sightings which turn out to be Temu Cops. FGPD can work with Washington County Consolidated Communications Agency (WCCCA), and other local police and sheriff’s departments to institute a uniform call sign. I suggest “Temu Cop.”

The second is to have our government, including our police, hold a very well publicized meeting in both English and Spanish, explaining how our local government is going to protect us from the federal government, and provide us tools that we can use to protect ourselves within the confines of existing law. The government should contact our local nonprofits and businesses, and invite all of us to have a community-wide meeting to meet our neighbors so we can protect each other.

Third, and last idea I’d like to start with identifying the fact our police are in a very hard position. They are tasked with enforcing State and Local laws, and not federal laws. And I cannot imagine how a local police officer is supposed to confront a masked federal Temu cop. But there are local laws which these men posing as law enforcement agents are violating.

ORS 166.065(1) (Harassment). “A person commits the crime of harassment if the person intentionally...Harasses or annoys another person by subjecting such other person to offensive physical conduct; or publicly insulting such other person by abusive words or gestures in a manner intended and likely to provoke a violent response.”

ORS 163.175 (Assault in the second degree). “A person commits the crime of assault in the second degree if the person: (a) Intentionally or knowingly causes serious physical injury to another; (b) Intentionally or knowingly causes physical injury to another by means of a deadly or dangerous weapon; (c) Recklessly causes serious physical injury to another by means of a deadly or dangerous weapon under circumstances manifesting extreme indifference to the value of human life.”

ORS 163.165(1)(e) (Assault in the third degree). “A person commits the crime of assault in the third degree if the person...While being aided by another person actually present, intentionally or knowingly causes physical injury to another.”

ORS 163.160 (Assault in the fourth degree). “A person commits the crime of assault in the fourth degree if the person: (a) Intentionally, knowingly or recklessly causes physical injury to another; (b) with criminal negligence causes physical injury to another by means of a deadly weapon...”

ORS 163.235(d) (Kidnapping in the first degree), because kidnapping me and other like me is meant to invoke terror into me and others.

ORS 163.275 (Coercion). When these men intimidate and threaten legal observers or regular residents into leaving the public, or discontinue recording, “by means of instilling in the other person a fear that, if the other person...engages [in protected activity] the actor or another will...unlawfully cause physical injury to some person;...engage in conduct constituting a crime; falsely accuse some person of a crime or cause criminal charges to be instituted against the person.”

Thank you so much for your time in reading this very long letter. I will be at Monday’s meeting and will be open to discussing this with any of you.



Annette Harings

annette@haringslaw.com

www.haringslaw.com

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: January 12, 2026

PROJECT TEAM: Mariah Woods, City Recorder

SUBJECT TITLE: Resolution: Board and Commission Appointment

ACTION REQUESTED: ☐ Ordinance ☐ Order ☒ Resolution ☐ Informational

2040 VISION PLAN

Goal: Community Connection

Outcome: Active civic engagement and increased collaboration among community organizations, volunteers, and the City of Forest Grove

Action: Increase the number of volunteers and volunteer programs, and improve the culture of volunteerism

Action: Seek ongoing community feedback on City projects and programs

BACKGROUND

City Charter, Section 8, and Council Rules, Sections 4.1 and 14.1, establish that the Mayor, with consent of the Council, appoints members of advisory boards, commissions, and committees (BCs). In accordance with Section 14 of the Council Rules, staff and Council liaisons have made recommendations for appointments to their respective Boards and Commissions, which have been approved by the Mayor.

The Parks & Recreation Commission bylaws additionally designate a seat for a Forest Grove School District (FGSD) liaison. The School Board held a meeting on December 9, 2025, at which the Peter Truax was appointed as the FGSD Liaison to the Parks & Recreation Commission and Alma Lozano as an alternate. Confirmation of this action is demonstrated on page 16 of the attached FGSD meeting minutes.

Once appointed, the Staff Liaison will reach out to the appointee to ensure they are oriented to the relevant bylaws, rules and regulations.

The appointments are as follows:

Name:	Board/Commission:	Representing:	Term Exp:
Heather Finnigan	Committee for Community Engagement		01/31/2030
Lourdes Herencia Carrasco	Economic Development Commission	Latino Representative	12/31/2028
Mark Nakajima	Economic Development Commission	URA	12/31/2029
Kourosh Pournaderi	Economic Development Commission	Small Business	12/31/2029
Timothy Watts	Economic Development Commission	Large Manufacturer	12/31/2029
Peter Truax	Parks & Recreation Commission	FG School Board	12/31/2029
Kathleen Leatham	Public Arts Commission		12/31/2029
Pat Truax	Public Arts Commission		12/31/2029

FISCAL IMPACT

No fiscal impact foreseen.

RECOMMENDATION

Staff recommends City Council approve the attached resolution.

ATTACHMENTS

- Resolution
- Applications
- FGSD Meeting Minutes

RESOLUTION NO. 2026-01

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

WHEREAS, City Charter, Section 8, and Council Rules, Sections 4.1 and 14.1, state that the Mayor, with consent of Council, appoints members of advisory boards, commissions, and committees (BCs) established by ordinance or resolution; and

WHEREAS, the Mayor has appointed the individuals in the table below at the recommendation of the respective Council and Staff Liaisons.

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

Section 1. The City Council consents to the following Board and Commission appointments:

Name	Board/Commission	Representing	Term exp
Heather Finnigan	Committee for Community Engagement		01/31/30
Lourdes Herencia Carrasco	Economic Development Commission	Latino Representative	12/31/28
Mark Nakajima	Economic Development Commission	URA	12/31/29
Kourosh Pournaderi	Economic Development Commission	Small Business	12/31/29
Timothy Watts	Economic Development Commission	Large Manufacturer	12/31/29
Peter Truax	Parks & Recreation Commission	FG School District	12/31/29
Kathleen Leatham	Public Arts Commission		12/31/29
Pat Truax	Public Arts Commission		12/31/29

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

PRESENTED AND PASSED this 12th day of January, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 12th day of January, 2026.

Malynda H. Wenzl, Mayor

Print

Boards & Commissions Application - Submission #2018

Date Submitted: 12/30/2025

First Name*

Heather

Last Name*

Finnigan

Home Address*

[REDACTED]

City*

Forest Grove

State*

OR

Zip Code*

97116

Mailing Address (if different)

Address

City

City

State

State

Zip Code

Zip Code

Phone Number*

[REDACTED]

Email Address*

[REDACTED]

Employer*

None

Occupation/Profession*

SAHM

Are you a high school student applicant?*

- ☐ Yes
☒ No

Students must be high school grade level and residing or attending school in Forest Grove. Students may serve on any board, except Budget Committee and Planning Commission.

If so, which grade level and school do you attend?*

Are you currently on a board or commission and reapplying?*

- ☒ Yes ☐ No

Which board(s) would you like to apply for? Please select from the dropdowns below your first, second, and third options. Applicants must select 1 board.

Membership Requirement for Planning Commission: Planning Commissioners are required to file an annual [Statement of Economic Interest \(SEI\)](#) with the Oregon Government Ethics Commission Electronic Filing System in March of each year (ORS 244). SEI filers are required to file if they are seated and hold their position on April 15th of any given year.

1.*

Committee for Community Engagement (Monthly- 1st Tuesday, 5:30 pm) ▼

2.

-- Select One -- ▼

3.

-- Select One -- ▼

Do you reside within the City limits?*

- ☒ Yes
☐ No

What specific topics interest you that relate to the board(s)?*

I am currently the Chair of CCE and wish to continue working with this committee

What contributions do you hope to bring to the board(s)? *

I have a strong willingness to help others and believe in public service. I want to see FG continue to grow and flourish with purpose and with the same small town feel that made me and my family love this city 11 years ago when we moved here.

List your educational experience*

Portland State University
BS Communication Studies

List any community involvement, appointed offices, elected offices and/or affiliations*

Committee for Community Engagement (Chair) since 2022
Oktoberfest Planning Committee (Volunteer Manager) since 2023

How did you hear of this opportunity*

Current CCE member

Electronic Signature Agreement*

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature

Heather L. Finnigan

Print**Boards & Commissions Application - Submission #1983****Date Submitted: 12/15/2025****First Name***

Lourdes

Last Name*

Herencia Carrasco

Home Address***City***

TIGARD

State*

OR

Zip Code*

97223

Mailing Address (if different)**City**

Forest Grove

State

OR

Zip Code

97116

Phone Number***Email Address*****Employer***

Adelante Mujeres

Occupation/Profession*

Director of Microenterprise Programs

Are you a high school student applicant?*

- ☐ Yes
☒ No

Students must be high school grade level and residing or attending school in Forest Grove. Students may serve on any board, except Budget Committee and Planning Commission.

If so, which grade level and school do you attend?***Are you currently on a board or commission and reapplying?***

- ☒ Yes ☐ No

Which board(s) would you like to apply for? Please select from the dropdowns below your first, second, and third options. Applicants must select 1 board.

Membership Requirement for Planning Commission: Planning Commissioners are required to file an annual [Statement of Economic Interest \(SEI\)](#) with the Oregon Government Ethics Commission Electronic Filing System in March of each year (ORS 244). SEI filers are required to file if they are seated and hold their position on April 15th of any given year.

1.*

Economic Development Commission (Monthly- 2nd Thursday, Noon) ▼

2.

-- Select One -- ▼

3.

-- Select One -- ▼

Do you reside within the City limits?*

- ☐ Yes
☒ No

What specific topics interest you that relate to the board(s)?*

I want to be a part of shaping an inclusive and prosperous economic system in Forest Grove, to promote equitable growth and opportunity for the city. The Economic Development Commission aligns with my commitment to fostering resilient communities through sustainable and innovative strategies.

What contributions do you hope to bring to the board(s)? *

I bring a global perspective backed by advanced degrees in business, social innovation, and governance, along with 15+ years of experience in corporate sustainability and impact management. My fluency in Spanish and Portuguese, combined with a strong background in ICT for development, allows me to contribute culturally informed insights and effective, data-driven solutions. I have led multi-sector initiatives focused on economic empowerment, process improvement, and sustainable development, equipping me with the strategic, analytical, and collaborative skills needed to serve effectively on this commission.

List your educational experience*

My academic background includes an M.B.A. in Business Administration, a Master's in Social Innovation & Economic Solidarity, and a Graduate Degree in Governability & Political Management, supported by a B.A. in International Relations.

List any community involvement, appointed offices, elected offices and/or affiliations*

I am the current Director of Microenterprise Programs for Adelante Mujeres. My department oversees the Farmers Markets in Forest Grove and Cornelius. I am a member of the FGC Chamber Board of Directors, and Cornelius Economic Development Commission.

How did you hear of this opportunity*

Adelante Mujeres has been part of the EDC for a number of years.

Electronic Signature Agreement*

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature

Lourdes Guadalupe Herencia Carrasco

Print**Boards & Commissions Application - Submission #1975****Date Submitted: 12/11/2025****First Name***

Mark

Last Name*

Nakajima

Home Address***City***

Forest Grove

State*

OR

Zip Code*

97116

Mailing Address (if different)**City**

Forest Grove

State

OR

Zip Code

97116

Phone Number***Email Address*****Employer***

Ace Forest Grove

Occupation/Profession*

Manager

Are you a high school student applicant?*

- ☐ Yes
☒ No

Students must be high school grade level and residing or attending school in Forest Grove. Students may serve on any board, except Budget Committee and Planning Commission.

If so, which grade level and school do you attend?***Are you currently on a board or commission and reapplying?***

- ☒ Yes ☐ No

Which board(s) would you like to apply for? Please select from the dropdowns below your first, second, and third options. Applicants must select 1 board.

Membership Requirement for Planning Commission: Planning Commissioners are required to file an annual [Statement of Economic Interest \(SEI\)](#) with the Oregon Government Ethics Commission Electronic Filing System in March of each year (ORS 244). SEI filers are required to file if they are seated and hold their position on April 15th of any given year.

1.*

Economic Development Commission (Monthly- 2nd Thursday, Noon) ▼

2.

-- Select One -- ▼

3.

-- Select One -- ▼

Do you reside within the City limits?*

- ☐ Yes
☒ No

What specific topics interest you that relate to the board(s)?*

It is the economic/business commission. Has impact on our business.

What contributions do you hope to bring to the board(s)? *

Long time resident/experience in the community. Concern for impact to economic development.

List your educational experience*

Undergraduate degree in business from the University of Colorado.

List any community involvement, appointed offices, elected offices and/or affiliations*

Member of Community Forestry Commission. Past experience as a budget committee member for the Forest School District. Member of the Urban Renewal Advisory Committee.

How did you hear of this opportunity*

reapplying

Electronic Signature Agreement*

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature

Mark Nakajima

Print**Boards & Commissions Application - Submission #1974****Date Submitted: 12/11/2025****First Name***

Timothy

Last Name*

Watts

Home Address***City***

McMinnville

State*

Or

Zip Code*

97128

Mailing Address (if different)

Address

City

City

State

State

Zip Code

Zip Code

Phone Number***Email Address*****Employer***

TTM Technologies

Occupation/Profession*

Facilities Manager

Are you a high school student applicant?*

- ☐ Yes
☒ No

Students must be high school grade level and residing or attending school in Forest Grove. Students may serve on any board, except Budget Committee and Planning Commission.

If so, which grade level and school do you attend?***Are you currently on a board or commission and reapplying?***

- ☒ Yes ☐ No

Which board(s) would you like to apply for? Please select from the dropdowns below your first, second, and third options. Applicants must select 1 board.

Membership Requirement for Planning Commission: Planning Commissioners are required to file an annual [Statement of Economic Interest \(SEI\)](#) with the Oregon Government Ethics Commission Electronic Filing System in March of each year (ORS 244). SEI filers are required to file if they are seated and hold their position on April 15th of any given year.

1.*

Economic Development Commission (Monthly- 2nd Thursday, Noon) ▼

2.

-- Select One -- ▼

3.

-- Select One -- ▼

Do you reside within the City limits?*

- ☐ Yes
☒ No

What specific topics interest you that relate to the board(s)?*

Being employed by one of the largest production companies in Forest Grove, I believe it is important to stay intune with the decisions that are being made that effect the economic development of Forest Grove. By employing over 650 employees, with a predominate number of them living in Forest Grove, I believe having a voice on this board is important.

What contributions do you hope to bring to the board(s)? *

I grew up in Forest Grove and lived in this town for a great number of years. I like to bring that knowledge of what I have seen over the years to the board to ensure we are making the best decisions of the individuals who are now growing up in Forest Grove. I also hope my community involvement will lead to the continued growth of Forest Grove and making it a place that people want to raise their families.

List your educational experience*

Forest Grove High School Graduate class of 95
Oregon School of Massage 2-year certification of completion
Project Management Certification from University of Oregon
Emergency Medical Responder certification of completion

List any community involvement, appointed offices, elected offices and/or affiliations*

Economic Development Commission committee member

How did you hear of this opportunity*

Original approached by the Econmic Development Coordination for the city of Forest Grove

Electronic Signature Agreement*

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature

Timothy J. Watts

Print**Boards & Commissions Application - Submission #1195****Date Submitted: 3/8/2025****First Name***

Kourosh

Last Name*

Pournaderi

Home Address***City***

Forest Grove

State*

OR

Zip Code*

97116

Mailing Address (if different)

Address

City

City

State

State

Zip Code

Zip Code

Phone Number***Email Address*****Employer***

International Tales Inc. DBA Zesti Food Carts

Occupation/Profession*

Engineer

Are you a high school student applicant?*

- ☐ Yes
☒ No

Students must be high school grade level and residing or attending school in Forest Grove. Students may serve on any board, except Budget Committee, Planning Commission and Urban Renewal Advisory Committee.

If so, which grade level and school do you attend?***Are you currently on a board or commission and reapplying?***

- ☐ Yes ☒ No

Which board(s) would you like to apply for? Please select from the dropdowns below your first, second, and third options. Applicants must select 1 board.

Membership Requirement for Planning Commission: Planning Commissioners are required to file an annual [Statement of Economic Interest \(SEI\)](#) with the Oregon Government Ethics Commission Electronic Filing System in March of each year (ORS 244). SEI filers are required to file if they are seated and hold their position on April 15th of any given year.

1.*

Economic Development Commission (Monthly- 2nd Thursday, Noon) ▼

2.

Committee for Community Engagement (Monthly- 1st Tuesday, 5:30 pm) ▼

3.

-- Select One -- ▼

Do you reside within the City limits?*

- ☒ Yes
☐ No

What specific topics interest you that relate to the board(s)?***Statement of Qualifications – Economic Development Position**

As the developer of Zesti Food Carts, I have successfully transformed it into a thriving destination that attracts tourism, fosters community engagement, and drives local economic growth. My hands-on experience in business development, place-making, and strategic partnerships has given me a deep understanding of how to create vibrant, sustainable economic ecosystems.

Key Qualifications & interests:

- ☒ Economic & Business Development – Led the growth of Zesti Food Carts into a recognized hub for small businesses, increasing foot traffic and revenue.
- ☒ Tourism & Destination Marketing – Successfully positioned Zesti as a local attraction, drawing visitors and enhancing the city's economic landscape.
- ☒ Community & Stakeholder Engagement – Built strong relationships with business owners, city officials, and local organizations to promote collaboration.
- ☒ Strategic Planning & Policy Advocacy – Experience working with city regulations, economic incentives, and small business support programs.
- ☒ Event & Program Implementation – Organized community events and business initiatives that contribute to a vibrant local economy.

With a passion for driving business success, fostering entrepreneurship, and strengthening community connections, I am committed to bringing innovative economic strategies to the City. My experience in creating a destination that benefits both businesses and residents drives me to be a candidate for this role.

What contributions do you hope to bring to the board(s)? *

With 25 years of experience as an electrical engineer/manager at Intel, combined with my background in hospitality, construction, and business development, I bring a well-rounded perspective to this role. My passion for mentoring young entrepreneurs and supporting new business ventures makes me confident in my ability to contribute meaningfully to this position.

List your educational experience*

Masters & B.S in Electrical Engineering
BS. Mechanical Engineering

List any community involvement, appointed offices, elected offices and/or affiliations*

Chamber of commerce

How did you hear of this opportunity*

Brian Schimmel

Electronic Signature Agreement*

By checking the "I agree" box below, you agree and acknowledge that 1) your application will not be signed in the sense of a traditional paper document, 2) by signing in this alternate manner, you authorize your electronic signature to be valid and binding upon you to the same force and effect as a handwritten signature, and 3) you may still be required to provide a traditional signature at a later date.

☒ I agree.

Electronic Signature

Kourosh Pournaderi

Meeting Minutes of December 9, 2025

BUDGET HEARING Board Chair Kottkey called to order the Supplemental Budget Hearing for the Supplemental Budget Resolution No. 25-26:01 for PERS in accordance with ORS 294.430 at 5:30 p.m. and informed the public of the opportunity for public comment.

Public Comment
There were no public comments.

ADJOURNMENT The Budget Hearing was adjourned at 5:33 p.m.

CALL TO ORDER Board Chair Kottkey called the meeting to order at 5:33 p.m. and welcomed everyone; she then led the pledge of allegiance. The following were in attendance:

Board of Directors

Kristy Kottkey, Chair
Alma Lozano, Vice-Chair
Brisa Franco
Kate Grandusky
Peter Truax
Maya Andrade, Student Representative

Staff

Suzanne West, Superintendent
Arturo Lomeli, Assistant Superintendent
Kim Shearer, Director of Student Services
David Warner, Director of Communications
Enrique Pinon, Technology Manager
Ilean Clute, Director of Finance
Sarah Hamlin, Director of Human Resources
Bethany Magnuson, Executive Assistant

PRELIMINARIES

Approval of the Agenda

Director Grandusky moved to amend the agenda to remove the Budget Committee nominations from Action items, citing incomplete applicant interviews. Director Franco seconded and the amended agenda was approved.

Student Representative Report

ASB and various student-led clubs coordinating multiple community-focused initiatives, including:

- Holiday giving trees benefitting local shelters.
- Blanket and warm clothing drives to support families during winter.
- Latinos Unidos hygiene drive, collecting essential items such as soap, shampoo, toothpaste, and other necessities for distribution to families in partnership with community organizations.
- Ongoing encouragement for broad community participation in these drives, emphasizing that even small contributions have meaningful impact.

- ASB is preparing a major Make-A-Wish fundraising campaign, planned to begin early next year. Once the partner child is identified, students will launch a schoolwide assembly and corresponding events intended to support the wish experience.

In addition to service work, she highlighted upcoming fine arts events including winter concerts featuring the jazz band, band, choir, and orchestra, along with related fundraisers supporting music programs.

Concluded with a detailed reflection on the student walkout held earlier in the week, noting:

- A large number of students participated in a peaceful, organized, and respectful demonstration addressing concerns about increased ICE activity in nearby communities and schools.
- Although Forest Grove maintains a commitment to keeping ICE out of the community, many students wished to express solidarity with students in neighboring districts such as Beaverton and Hillsboro, where similar concerns had emerged.
- Students articulated their intent to support peers who may not feel safe speaking publicly, and the walkout represented a significant moment of student activism, leadership, and civic engagement.
- Students are already coordinating next steps to continue raising awareness and supporting impacted families.
- Emphasized that December's activities demonstrate the student body's continued commitment to compassion, leadership, community service, and advocacy.

Board Report

Director Truax provided a detailed update on his attendance at Senator Solman's town hall on November 20th. He reported that the conversation focused heavily on the Legislature's preparation for the upcoming short session, including:

- State budget forecasts, with some cautious optimism that the next revenue report may show minor improvements, though uncertainty remains.
- Continued concerns over unfunded mandates, a persistent issue affecting both school districts and local governments. Director Truax emphasized how new legislative requirements often place fiscal responsibility on districts without providing corresponding state funding.
- Immigration-related impacts on local communities, acknowledging that this is a growing area of concern voiced by Washington County residents.
- Recognition of the Forest Grove High School Choir, who recently performed at a Habitat for Humanity community concert—an event that both celebrates community partnerships and supports the choir through goodwill offerings.

Director Truax also offered reflective comments on the recent student walkout, noting that students retain their First Amendment rights within school settings. He acknowledged that public reaction was mixed but emphasized that student voice and civic engagement are protected and important components of public education.

Director Franco reported she attended a safety walk at both Echo Shaw and Cornelius Elementary where she saw amazing work the staff are doing to make sure students are able to come to school safely. She got to step into a small portion of what the educators are doing every day. Thanked the team for inviting her.

Chair Kottkey thanked students for their leadership during the recent walkout and noted the importance of the "Know Your Rights" trainings that has been organized to support and advocate for students and families. She commended Principal Burke and the high school administration for their steady communication and support of both

students who walked out and those who remained on campus. Expressed appreciation for the strong partnership with local law enforcement, including Director Warner and Assistant Superintendent Lomeli, whose coordination ensured student safety.

Chair Kottkey continued by recognizing Student Representative Maya Andrade for modeling how to express oneself effectively and respectfully, noting that her leadership reflects the strength of student voice across the district.

Reported that although December includes only one formal board meeting, the board has remained active behind the scenes. She highlighted several significant developments:

- **Historic Regional Board Chair Meeting:**
For the first time, board chairs from across the region—including districts such as Banks and Gaston—gathered prior to Thanksgiving to begin coordinating legislative communication. The purpose of the meeting was to streamline advocacy efforts, ensure unified messaging, and improve communication patterns between boards and state legislators.
 - This collaboration immediately resulted in increased information-sharing among board chairs and superintendents.
 - The long-term goal is to strengthen collective influence and ensure legislators understand the real impact of policy proposals across districts.
- **Engagement with the Interim House Committee on Education:**
Chair Kottkey observed the committee's recent meeting and expressed appreciation for representatives who are asking clearer, more targeted questions about accountability, funding, implementation capacity, and staffing implications. She emphasized that legislators are increasingly hearing consistent messages due to districts showing up collectively and repeatedly.
- **Community and Legislative Outreach:**
Chair Kottkey attended Representative Susan McLain's town hall, where she updated legislators about the newly formed regional board chair network. Legislators publicly acknowledged Forest Grove as a district providing strong, grounded examples of the practical effects of state policy.
- **State Board Accountability Bill:**
Chair Kottkey discussed the upcoming State Board of Education meeting where revised accountability metrics (linked to Senate Bill 141) would be reviewed. She noted that these metrics will significantly influence future district work.
 - She publicly thanked Dr. West for preparing a comprehensive analysis summarizing the bill's implications.
 - Requested board feedback regarding sending unified board testimony to the State Board, noting that public testimony has already resulted in meaningful revisions during the rulemaking process.
 - She reiterated that board advocacy matters deeply, especially when decisions are being made by individuals who may be far removed from classroom realities.

Director Grandusky shared that during a community event at the UCC Church celebrating Charlene Murdock's 80th birthday, many attendees expressed how proud they were of Forest Grove High School students for their walkout and the way they conducted themselves at the flagpole. The community widely recognized the students' courage and leadership. The board member also relayed praise from Eric Cannon, who commended Melissa Tim's remarks at the City Council meeting. They noted how encouraging it is to see strong support not only within the board and school community but throughout the wider Forest Grove community. Director Grandusky concluded by affirming support for the consensus document previously discussed by Chair Kottkey.

Superintendent Report

Impact of Public Testimony

- Public testimony to the State Board of Education has directly influenced revisions to the accountability rules connected to recent legislation.
- Rules have undergone multiple iterations; while still imperfect, meaningful improvements have been made in response to community and district feedback.
- Dr. West emphasized that continuing to submit testimony and written communication truly matters and shapes outcomes.

Forest Grove High School Walkout

- Referenced *Tinker v. Des Moines*, affirming students' First Amendment rights within the school context.
- Although not able to serve onsite as a safety supervisor, Dr. West received regular updates and reported that students were:
 - Respectful, organized, and clear about their purpose.
 - Courageous, both in leaving the school environment and speaking publicly during a time of increased immigration-related fear.
- She acknowledged the significance of students advocating for their peers and thanked them for modeling leadership, values, and civic action.

Regional Response to Immigration Enforcement

- Washington County is currently experiencing the highest level of immigration enforcement activity in Oregon, making coordinated response essential.
- Multiple convenings among:
 - School districts
 - City and county leaders
 - Community-based organizationsare helping align efforts and reduce duplication.
- Collaboration has produced concrete benefits:
 - The City of Forest Grove's emergency declaration freed resources—some directed to the district's Family Resource Center to support families.
- Forest Grove SD is now included in Special Districts of Washington County meetings, joining fire, water, and service districts to better coordinate policy and supports.
- Long-standing immigrant-support groups, reactivated from prior enforcement periods, are sharing lessons learned and have invited FGSD to participate regularly.

School Safety and Campus Protection

- No immigration agents have attempted to access or approach school campuses.
- Dr. West has been in communication with federal leaders, including Congresswoman Bonamici.
- Bipartisan congressional discussions are underway exploring legislation to restore schools as federally recognized protected spaces.

Staff Support and Student Safety Efforts

- Dr. West praised district staff for their extraordinary commitment, including:
 - Conducting safety walks to support students.
 - Meeting students at bus stops before and after school to ensure they feel safe.
- She thanked staff for stepping up during a period of elevated community anxiety.

Professional Learning and Conferences

FGSD Board of Directors

Approved Meeting Minutes

- Oregon School Law Conference
 - Sessions covered federal executive orders, legal requirements during immigration enforcement, and firsthand accounts from districts directly impacted by ICE presence.
 - Updates on special education legal trends, including renewed emphasis on Child Find obligations.
- Statewide Business Summit
 - Dr. West engaged in candid conversations with business leaders and legislators about their views on public education.
 - Heard a mix of critique and opportunity, offering insight the district will reflect on as it plans next steps.
 - She will continue sharing key takeaways with the board and cabinet.

Legislative Priorities and Budget Outlook

- Previewed draft legislative priorities for the upcoming short session.
- Oregon faces a projected \$600 million shortfall, linked entirely to HR 1 due to federal–state tax code alignment.
- The state has notified districts to prepare for mid-biennium funding reductions, likely between 1–5%, though final estimates are pending.
- Dr. West encouraged proactive planning and sustained legislative advocacy.

Closing Remarks

- Dr. West thanked the board for its leadership and ongoing support, noting that collaboration across the district and community remains essential as conditions evolve.

Forest Grove Education Association

None

Unscheduled Public Appearance

Megan Fitzgerald; Teacher; Impact of ICE

Highlighted student trauma, emergency custody concerns, and the fear students experience daily. Urged the board to consider these impacts in discussions about learning and engagement, and to use their platform to state that ICE is not welcome in the community.

Sandra Pereyda; Teacher; Immigration Enforcement

Shared how students seeking asylum face educational disruptions and fear for absent parents. Emphasized the district's responsibility to provide a safe and supportive environment.

Joelle Rickard; Teacher on Special Assignment; Immigration Enforcement

Reported that 19% of students have expressed fear, including concerns at bus stops and for family members. Noted staff-organized support systems and challenges faced by colleagues of color.

Vanessa Martinez; Teacher; Classroom Observations

Described the severe emotional impact on students, including panic attacks and refusal to attend school. Shared an example of a U.S. citizen student whose family members were deported, highlighting the trauma experienced by children.

Recess at 6:23 p.m.; the meeting resumed at 6:30 p.m.

CONSENT

- 2025-131 MOTION: Director Grandusky moved to approve the consent agenda, Vice Chair Lozano seconded, unanimously carried with a vote of 5-0.
- Item 1:** Board Minutes of the October 28, 2025 work session, November 12, 2025 board meeting, and November 18, 2025 special session meeting.
- Item 2:** Accounts Payable for November 2025
- Item 3:** Policy Revisions
- IIA-AR1 Instructional Materials Program Adoption Procedure
 - BBFA Board Member Ethics and Conflicts of Interest
 - IGBAB/JO AR Education Records/ Records of Students with Disabilities Management
 - IGBHD Program Exemptions**
 - LBEA Resident Student Denial for Virtual Public Charter School
 - EBC Emergency Plan and First Aid**
 - EHB Cybersecurity
 - EHB-AR Cybersecurity
 - GBEC Drug-Free Workplace
 - GBEC-AR1 Drug-Free Workplace

PRESENTATIONS

Student Resource Officer Report

Officer Sam Younce

- 2018 worked for the police department, husband, and father.
- Honored to serve in this position.

Recess at 6:32 p.m; the meeting resumed at 6:33 p.m.

Role Overview:

In addition to my law enforcement duties, I serve as a counselor, liaison, mentor, and educator. This dual role allows me to support students, staff, and the community while maintaining safety and addressing incidents when they occur.

Call and Incident Summary:

- Total school district calls (all officers): 526
- Calls specifically assigned to SRO (myself): 186
- Calls handled by other officers: 340
- Total incidents (including SRO-assigned): 290
 - Incidents occurring off school property: 104
- Nature of calls includes: premise checks, traffic stops, after-hour alarms, as well as student and staff interactions.
- Most active locations:
 - High School – primary location
 - Neil Armstrong Middle School – secondary location

Monthly Call Trends:

- Call volume is highest at the start of the school year and decreases as students settle in.
- Approximately one-third of calls involve off-campus investigations (homes, hospitals, DHS, abuse investigations).
- 79 original and supplemental reports were taken during this period.
- Two physical arrests were made; additional cases were referred to the District Attorney for prosecution consideration rather than immediate arrest.

Common Incidents:

- Harassment
- DHS and child abuse cases
- Sexual assault
- Social media, computer, and phone-related offenses
- Criminal mischief

Investigation Process:

- SRO serves as primary investigator for assigned incidents.
- Responses often require lengthy interviews with multiple suspects, victims, and witnesses.
- Collaboration involves hospitals, DHS, juvenile departments, parents, school administration, and district attorneys.
- Investigations can extend from weeks to several months.

Proactive and Educational Activities:

- Taught six fentanyl and drug awareness prevention classes at Neil Armstrong Middle School (six more planned).
- Advanced training in threat assessment, sexual assault, and district equity initiatives.
- Career mentorship for students interested in law enforcement.
- One-on-one support for students with disabilities to build confidence.
- Attendance and support at sporting events and school activities.
- Daily positive interactions with students when time allows.

Challenges:

- Responding to an average of 3–4 calls per day (varies from 1–2 to 20).
- Calls and investigations significantly reduce time available for proactive SRO activities.
- Travel between high school and middle school locations consumes additional time.
- Legal and district policy limitations require contact with students off campus when parental consent is restricted.
- One SRO is responsible for a community of approximately 6,600 students, staff, and teachers, which is below recommended staffing levels (1.5 officers per 1,000 residents).

Acknowledgments:

- Administrative staff at both high school and middle school have effectively prioritized involvement in calls, supporting efficient response.

- Positive feedback from principals and district leadership highlights the value of the SRO program.
- Recognition of the complexity and intensity of investigative work and the SRO's commitment to thorough, student-focused responses.

Conclusion:

The SRO program continues to provide critical safety support while fostering positive relationships and educational opportunities for students. Staffing and workload challenges remain, highlighting the need for prioritization and team support to ensure the effectiveness and sustainability of proactive SRO activities.

- Director Grandusky: Asked about the 20% of incidents at the elementary level and whether that includes Oak Grove at both Tom McCall and Gale's Creek. Response: Yes, it includes Tom McCall; no, it does not include Gale's Creek, which is contracted through Washington County.
- Director Truax: Noted Officer Younce follows in good footsteps from prior SROs at the high school and appreciates the work being done in the district.
- Superintendent Dr. West: Recognized Officer Younce as a valuable resource. Acknowledged the labor-intensive nature of investigations, which can take weeks or months, and the thoroughness in handling cases without shortcuts. Emphasized that leadership positions often demand more than one can accomplish alone, and the team is trusted to prioritize needs and fill in gaps where necessary.
- Chair Kottkey: Reinforced that Officer Younce can and should work only within their capacity, acknowledged the care and connection established with students, and expressed appreciation for the commitment to the role.

ACTION

Supplemental Budget Resolution No. 25-26R:01

Ilean Clute, Director of Finance and Operations

The Forest Grove School District was awarded a 25% PERS Employer Incentive Fund (EIF) match, this match supports the district with additional funds into a new PERS UAL side account. Unfortunately the District was not awarded the match until after the 25-26 budget was adopted.

The 2025 EIF provided \$39 million, matching 25% of employers' side account deposits. These funds were distributed to 36 public employers, including 9 school districts. In July, the Forest Grove School District was awarded \$1.25 million from the EIF, representing a 25% match for the District's \$5.0 million deposit into a new side account. This new side account will provide PERS rate relief for 20 years, effective July 1, 2027. The resulting rate credit, estimated at 0.9% of labor costs, is essential as it will help offset the expiration of the District's 2005 side account during the 2027-2029 biennium. This investment is projected to have a payback period of approximately 10 years.

This supplemental budget resolution is necessary to complete the payment to PERS, as new appropriation categories for Lump Sum Payment to PERS in the General Fund and Transfers in the Debt Service Fund are needed. The District will also need to utilize current year General Fund Contingency to complete the payment. For the 26-27 budget, the District will complete the transfer from the Debt Service fund to the General Fund for the remaining funds.

Due to Oregon Budget Law, the District may not utilize unappropriated ending fund balance in the Debt Service fund until it can be appropriated in the next budget cycle. The District's PERS reserve is held in the Debt Service funds, and contains sufficient resources to complete the transfer back to the General Fund in FY 26-27.

- 2025-132 MOTION: Director Grandusky moved to approve the Supplemental Budget Resolution 25-26R:01 as presented, Director Truax seconded, unanimously carried with a vote of 5-0.

Taylor Way Security - Convergit

Ilean Clute, Director of Finance and Operations

The District is working through the safety & security related Bond projects. As a part of this, the District has been improving its access control and video surveillance systems throughout the District.

Convergit was selected through an RFP process in FY 2023 to support the District in its security upgrades to Genetec, and has provided a quote for \$89,842 to upgrade the security system at Tuality Plains High School and the Taylor Way Facilities building.

- 2025-133 MOTION: Director Franco moved to approve the purchase agreement with Convergit to complete the security system work at Tuality Plains High School & Taylor Way for \$89,842, Vice Chair Lozano seconded, unanimously carried with a vote of 5-0.

Fern Hill Elementary Classroom Furniture - VIRCO

Ilean Clute, Director of Finance and Operations

The District is actively working through the Fern Hill Bond Addition. As part of this, is the Pre-Kindergarden and classroom furniture purchase for the new classroom and meeting spaces.

Virco was selected through RFP as the District's furniture vendor for the 2022 Bond. Additionally, the District is using the US Communities 2024 Contract R-TC-18004 cooperative purchasing agreement for pricing.

Director Grandusky: Do we look at the warehouse for furniture?

We try to reuse them in a space where we are moving things around. Our intent is to buy new furniture for new spaces.

Director Grandusky: Gales Creek has furniture that may be able to be used.

Director Clute will put in a work order to have furniture moved over to Taylor Way.

- 2025-134 MOTION: Director Grandusky moved to approve the purchase agreement with Virco for the Fern Hill addition furniture purchase for \$56,746.37, Director Franco seconded, unanimously carried with a vote of 5-0.

Echo Shaw Elementary Roof - Bond

Ilean Clute, Director of Finance and Operations

During the Summer 2025 Construction at Echo Shaw it was noted that the Echo Shaw Roof was in need of significant repairs and is at the end of its life cycle. The District is seeking to utilize remaining Bond Funds and Interest Revenue to resurface and restore the current roof of the whole building.

The quote provided for Garland/DBS, Inc. is utilizing the OMNIA Partners Master Intergovernmental

Cooperative Purchasing Agreement (MICPA) cooperative purchasing agreement for pricing. The proposal provided includes a 20 year warranty.

Garland received 4 construction bids for the project:

- Washington Roof Solutions. \$1,296,476
- Northern Pacific Roofing & Construction LLC \$1,356,501
- West Coast Roofing \$1,424,453
- J.R. Swigert Company, Inc \$1,510,784

The district is setting aside 10% contingency on this project to address any issues that arise once the roof is cleaned and the thermal scan is complete. Total project cost is estimated at \$1,426,124 (\$1,296,476 Washington Roof Solutions +10%).

Director Grandusky: Is the roof leaking right now and when are you thinking of doing this? It is not leaking now and it will be replaced in the summer of 2026.

- 2025-135 MOTION: Director Franco moved to approve a purchase agreement with Garland/DBS, Inc. for the Echo Shaw Roof replacement for \$1,426,124, Director Truax seconded, unanimously carried with a vote of 5-0.

Forest Grove High School Viking House Property Purchase

Ilean Clute, Director of Finance and Operations

Forest Grove School District is seeking to purchase Lot 1N331CC12100 for the Viking House Program from Kurt and Christine Zimmerman. This lot is a vacant 0.16 acres in Forest Grove off of 22nd Avenue between A Street and B Street. The agreed purchase price is \$150,000.

Director Truax shared comments about the Viking House program and the community support.

Director Grandusky thanked Director Clute for the hard work and diligence in finding properties.

- 2025-136 MOTION: Director Traux moved to approve the purchase of lot 1N331CC12100 for the Viking House Program for \$150,000, Vice Chair Lozano seconded, unanimously carried with a vote of 5-0.

Classroom Technology: Gyms, Cafeterias, and Libraries

Ilean Clute, Director of Finance and Operations

The district underwent an RFP process to select a contractor for the installation of the audio/video equipment in classroom spaces. Portland Electrical Construction Inc. (PECI) was the successful proposer on the RFP. As part of this work the district has asked PEGI to price out upgrading Commons and Gym spaces at district schools to enhance and meet the existing instructional needs of the teachers and staff in these spaces.

The recommendation is for the board to approve these proposed amendments to the contract with PEGI., utilizing bond funds for a total project cost of \$900,000, this includes a 10% project contingency to cover any unforeseen costs that we may incur. Here is a breakdown per site:

- TME Commons \$78,757.00
- TME Gym \$75,000.00
- TMW Commons \$65,543.00
- TMW Gym \$69,557.00

- Dilly Gym \$65,251.00
- Echo Gym \$69,665.00
- Fern Hill Commons \$75,000.00
- Fern Hill Gym \$70,892.00
- Harvey Commons \$64,413.00
- Harvey Gym \$75,000.00
- Joe Gale Commons \$58,970.00
- Joe Gale Gym \$53,531.00

Total \$ 821,579.00

- Contingency 10% \$78,421.00

Total Estimate \$900,000.00

- 2025-137 MOTION: Director Grandusky moved to approve the procurement to upgrade the Commons and Gym AV equipment utilizing bond funds up to \$900,000.00, Vice Chair Lozano seconded, unanimously carried with a vote of 5-0.

Contracted Staffing Services

Dr. Kim Shearer, Director of Student Services

The district has a need to fill a 1.0 SLP vacancy due to a leave of absence for a portion of the school year. Student Services is requesting board action to spend up to \$70,000 during the 25-26 school year on hiring availability and contract negotiations with a qualified contracted service agency.

The estimated total cost of this contracted service for 1.0 FTE would be \$70,000 for a portion of the 25-26 school year. This cost is comprehensive and would include salary and benefits. Currently budgeted substitute costs will be converted to cover this expense.

Vice Chair Lozano asked for clarification around a portion of the school year. Director Shearer answered it is due to a temporary leave of absence.

- 2025-138 MOTION: Director Franco moved to approve spending up to \$70,000 for a 1.0 FTE Speech Language Pathology position to cover a leave of absence in Student Services for a portion of the 2025-2026 school year, Director Truax seconded, unanimously carried with a vote of 5-0.

High-Dosage Tutoring (HDT) Literacy Contract

Arturo Lomeli, Assistant Superintendent/ Director of Teaching and Learning

FGSD received notification of eligibility for High-Dosage Tutoring (HDT) supplemental resources, which are additional funds to support the ODEs Early Literacy grant. FGSD is eligible for \$371,650 for the 2025-27 biennium. These funds are specifically designed to expand tutoring programs focused on improving early literacy outcomes for grades prek-5. Eligible districts must prioritize highest-need schools, must establish new tutoring activities, and must participate in ODE's HDT Community of Practice program. Additional requirements include following ODE research based criteria and contracting out to ODE approved 3rd party providers. Our plan is to use these funds to provide high-dosage tutoring at Joseph Gale Elementary and Fern Hill Elementary. Joseph Gale was recently identified by ODE as a Targeted Support and Improvement (TSI) school. Fern Hill has made some growth gains and there are still considerable needs in literacy achievement. We will be targeting 2nd and 3rd grade students at both

schools for high-dosage tutoring during the school day which align with our goals. Will hire and train the staff to provide this in the future.

We are asking that the board approve the expenditure of up to \$185,825 which is half to HeyTutor to provide high-dosage literacy tutoring for the 2025-2026 school year.

Questions from the board:

How will training be conducted? The organization will use their own curriculum aligned with ours, coordinating with teachers and principals to provide push-in support; students will remain in core instruction.

How is success measured, and will there be consistency? Timeline for checking progress? The goal is consistent partnership; implementation expected by February 1st.

Are services bilingual? English only.

Is this available for summer learning? Not specified / TBD.

Are services open to all 2nd and 3rd graders? Targeted to specific student groups based on need; criteria are being developed.

Are other schools using this organization? Not confirmed; some gains observed in Portland Public. Similar model is planned for use here.

Was research conducted?

Magda Romero reviewed the ODE-approved list; Hey Tutor is most aligned with district curriculum.

Are they aligned with values and goals? Yes, transparent with past work; aligned with district values.

Are there projections for outcomes? Aim to enhance learning and identify needs; findings will be reported. Award received 3 weeks ago; implementation in February; two-year grant with possible FY27 rollover.

Can the program make a difference quickly? Yes, assessment and adjustments will guide effectiveness; results will be clearer after implementation.

Updates on progress and depth of knowledge? Leadership will provide ongoing updates as implementation continues.

- 2025-139 MOTION: Director Franco moved to approve the expenditure of up to \$185,825 to HeyTutor to provide high-dosage tutoring for the 2025-2026 school year, Vice Chair Lozano seconded, unanimously carried with a vote of 5-0.

High-Dosage Tutoring (HDT) Math Contract

Arturo Lomeli, Assistant Superintendent/ Director of Teaching and Learning

FGSD receives Title IV-A federal grant funding to provide student support and academic enrichment. The purpose of these grant dollars is to improve students' academic achievement by providing students with access to a well-rounded education, improving school conditions for student learning, and improving the use of technology for digital literacy.

Our plan is to use Title IV-A funding to support High-Dosage Tutoring (HDT) at Neil Armstrong Middle School (NAMS). NAMS has been identified as a Comprehensive Support and Improvement (CSI) school

which requires additional investment to support academic needs. We will be targeting 7th and 8th grade math students for high dosage tutoring during the school day.

We are asking that the board approve the expenditure of \$64,200 to HeyTutor to provide high-dosage math tutoring for the 2025-2026 school year.

- 2025-140 MOTION: Director Truax moved to approve the expenditure of \$64,200 to HeyTutor to provide high-dosage math tutoring for the 2025-2026 school year, Director Franco seconded, unanimously carried with a vote of 5-0.

Student Investment Account (SIA) Grant Agreement

Dr. Suzanne West, Superintendent

The Oregon Department of Education has reviewed Forest Grove School District's Student Investment Account (SIA) application and has provided the attached Grant Agreement for board consideration. The agreement is included in the board packet and is also available on the district website and at the District Office. An opportunity for public comment on the SIA Grant Agreement is provided during this board meeting, as required.

The Student Investment Account is a non-competitive grant program that, when fully implemented, represents an investment of nearly \$500 million annually in Oregon school districts and eligible charter schools. The purpose of the SIA is to meet students' mental and behavioral health needs, increase academic achievement, and reduce disparities for students of color; students with disabilities; emerging bilingual students; students experiencing poverty, homelessness, or foster care; and other student groups that have historically experienced academic inequities.

If not meeting specific targets. DOE can take over a school district - directing funding and activities. SB 141 passed in 2025 added additional growth metrics - have not yet been determined. Targets will be updated once the department figures out the targets and we should get an updated grant agreement. Lozano - are they based on our student demographics?

Identified a baseline - 9th grade on track. Identify growth in that area that is benchmarked than no higher than the average growth in the top 10% in the state. They set a floor. 3rd grade reading metric - not district can have a goal under 34%. The third grade metric is available only in English. I reject that as a true measure of how our students are growing.

Questions from the board:

Will the Smarter Balanced assessment be tied into this? New metrics include 8th grade math and 5 local metrics chosen by districts; one metric is 5th grade science.

Concern about students' emotional stress (e.g., ICE in the community) affecting testing performance. Is it realistic? Monitoring would occur over several years; concern noted that impact may be uneven.

Will mitigating circumstances (e.g., immigration-related stress) be discussed at the January 7th dinner? Agenda TBD; previous format was successful; topics like this could be included; final decisions will be made in the upcoming meeting on Friday.

- 2025-141 MOTION: Director Grandusky moved to approve the Student Investment Account Grant Agreement as presented, Vice Chair Lozano seconded, unanimously carried with a vote of 5-0.

Out-of-State Trip Request: Forest Grove High School Cheer

Dr. Suzanne West, Superintendent

Forest Grove High School Cheer has been invited to compete at JAMZ Nationals, a national-level cheer competition held out of state. The team earned this invitation after completing all required qualifications, including extensive practice, fundraising, and the submission of their Nationals Bid video. Per district policy, all out-of-state travel for student groups requires School Board approval.

Trip Details:

- Event: JAMZ Nationals
- Destination: Las Vegas, NV
- Dates of Travel: February 18 - February 22, 2026
- Participants: FGHS Cheer athletes, required coaching staff, and chaperones
- Purpose: National competition experience, skill development, team representation

The total cost of the trip is \$24,870. All expenses will be fully covered by the Cheer ASB account, including:

Airfare

- Hotel accommodations
- Competition entry fees
- Team dinner and local events
- Local transportation

Questions from the board:

How do students make up classes? Often assignments are sent with students while traveling and competing; those that can't be done without support, they will have the opportunity to complete upon returning.

Will additional funding be needed to cover expenses? All expenses covered by fundraising and their ASB account.

- 2025-142 MOTION: Director Franco moved to approve the out-of-state travel request for the Forest Grove High School Cheer Team to travel to Las Vegas, NV to compete in JAMZ Nationals from February 18, 2026 through February 22, 2026, Director Truax seconded, unanimously carried with a vote of 5-0.

Elect Members to Oregon School Boards Association (OSBA) Board of Directors and Legislative Policy Committee (LPC)

Kristy Kottkey, Chair

The Oregon School Board Association (OSBA) governance model provides that member districts elect members to the OSBA Board of Directors and Legislative Policy Committee (LPC). Washington County school districts have been represented by positions 15, 16, and 20, which are staggered, two-year terms. Board positions 16 and 20, and Legislative Policy Committee positions 15, 16, and 20 are open for election.

District votes must be submitted no later than 5:00 PM on December 15, 2025. Each member board shall have one vote for each open OSBA board position in their geographic area. Newly elected OSBA board members will officially take office on January 1, 2026. Candidate questionnaires and resumes may be viewed on the OSBA website at: <https://osba.org/osba-elections-information-3/#election-resources>.

Nominees:

- Board of Directors 16 Tristan Irvin Tigard Tualatin SD
- Board of Directors 20 Nancy Thomas Hillsboro School District
- LPC 15 TJ Johnson Gaston School District
- LPC 15 Melissa Potter Beaverton SD
- LPC 16 Becky Tymchuk NWRES
- LPC 20 Crystal Watson Tigard Tualatin SD

2025-143 MOTION: Director Truax moved to nominate Tristan Irvin for the OSBA School Board position 16, Vice Chair Lozano seconded, unanimously carried with a vote of 5-0.

2025-144 MOTION: Director Truax moved to nominate Nancy Thomas for the OSBA School Board position 20, Director Grandusky seconded, unanimously carried with a vote of 5-0.

MOTION: Director Franco moved to nominate Melissa Potter for the OSBA Legislative Policy Committee position 15, Director Truax seconded, motion failed with a vote of 1-4.

Discussion: Chair Kottkey shared a recent interaction with TJ Johnson. She is wanting more people to be involved. Has been able to work with Melissa, TJ, and Becky. Will be casting a no vote.

Roll Call Vote:

Vice Chair Lozano: No; Director Franco: Yes; Director Grandusky: No; Director Truax: No,
Chair Kottkey: No

2025-145 MOTION: Director Truax moved to nominate TJ Johnson for the OSBA Legislative Policy Committee position 15, Director Grandusky seconded, unanimously carried with a vote of 4-1.

Roll Call Vote:

Vice Chair Lozano: Yes; Director Franco: No; Director Grandusky: Yes; Director Truax: Yes,
Chair Kottkey: Yes

2025-146 MOTION: Director Grandusky moved to nominate Becky Tymchuck for the OSBA Legislative Policy Committee position 16, Director Truax seconded, unanimously carried with a vote of 5-0.

2025-147 MOTION: Director Franco moved to nominate Crystal Wetson for the OSBA Legislative Policy Committee position 20, Director Grandusky seconded, unanimously carried with a vote of 4-0, 1 abstention by Director Truax.

Forest Grove Parks & Recreation Commission Liaison

Kristy Kottkey, Board Chair

The City of Forest Grove Parks & Recreation Committee regularly partners with the District on matters related to community recreation, facility use, and youth programming. The District has historically appointed a member of the School Board to serve as a liaison to the Committee in order to strengthen collaboration, share information, and represent district interests.

With the current liaison's position ending December 2025, the Board is asked to appoint one of its members to serve as the official representative to the Forest Grove Parks & Recreation Committee for a four year term.

- 2025-148 MOTION: Chair Kottkey moved to appoint Director Truax as the School Board Liaison to the Forest Grove Parks & Recreation Committee and Vice Chair Lozano as an alternate, Director Franco seconded, unanimously carried with a vote of 5-0.

FIRST READ

2026 Legislative Priorities

Dr. Suzanne West, Superintendent

For the upcoming 2026 short legislative session, staff have prepared a draft of the 2026 Legislative Priorities. The draft was developed based on input from district leadership, program directors, and recent policy guidance. These priorities emphasize stable and adequate school funding, student health and safety, workforce needs, and support for programs that advance equity and student success.

- Stable and adequate funding
- Accountability that matters

Discussion:

Chair Kottkey: Shared draft with other board chairs; proposed creating a county-wide legislative document.

- Idea: all boards could contribute to a single-page summary of unfunded mandates and impacts.
 - Sherwood Chair attended last year; first time meeting anchored with "Budget 101," helping legislators understand constraints on budget use.
 - Legislators have requested additional context to understand funding limitations.
 - Foundational understanding needed before discussing topics such as test scores or impacts from ICE.
- Goal: streamline goals and impacts across districts in one document to support legislative conversations.

INFORMATION

Monthly Enrollment Report

The enrollment report was included in the packet.

Monthly Financial Reports

The monthly financial reports were included in the packet.

ADJOURNMENT

There being no further business the meeting adjourned at 7:50 p.m.

FGSD Board of Directors

Approved Meeting Minutes



Bethany Magnuson, Executive Assistant



Kristy Kottkey, Board Chair

Date: 12/15/2025

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: January 12, 2026

PROJECT TEAM:

SUBJECT TITLE: NLC Youth Delegation

ACTION REQUESTED: ☐ Ordinance ☐ Order ☐ Resolution ☒ Motion ☐ Informational

BACKGROUND

On November 13, 2018, City Council adopted Resolution No. 2018-86, implementing the Youth Involvement Program and affirming the value of youth participation in public policy and the City's Boards and Commissions (B/Cs). Additionally, on January 24, 2022, the City Council passed Resolution 2022-06 recognizing the Mayor's Youth Advisory Council, inspired by students who attended the 2020 NLC Annual Conference. As with Resolution 2018-85, Resolution 2022-06 sought to promote student involvement in the civic governance process.

Through the budget process, funding has been authorized to send three students and one chaperone to the National League of Cities (NLC) Annual Conference every biennial budget cycle. Eligibility requirements and an application process were established, with final selections to be approved by City Council on the consent agenda. For this biennium, four student applications were received, all supported by a letter of recommendation from the Mayor. All four applicants currently serve on the Mayor's Youth Advisory Committee (MYAC).

FISCAL IMPACT

The FY25-27 adopted budget includes a line item sufficient to fund three student delegates and one chaperone for attendance at the NLC Annual Conference. For this year's delegation, the Mayor has volunteered to serve as the chaperone. This arrangement allows for an additional student to attend in lieu of funding a separate chaperone, resulting in no additional fiscal impact beyond the existing budget allocation.

RECOMMENDATION

Staff recommends that City Council approve sending all four students to attend the National League of Cities Annual Conference as Youth Delegates for the City of Forest Grove, consistent with the

intent of the above resolutions and the City's ongoing commitment to youth involvement in public policy and civic engagement.

ATTACHMENTS

- Maya Andrade Essay and Letter of Recommendation
- Annie Goff Essay and Letter of Recommendation
- Hazel Kiblinger Essay and Letter of Recommendation
- Morgan Tremblay Essay and Letter of Recommendation

Maya Andrade

12/05/25

National League of Cities Conference Application

The first time I realized how much policy affects families and communities was long before I ever stepped into a meeting room or read a government report for a class. I saw it when I was chosen to be part of a leadership group in elementary school, where our decisions shaped what our school day looked like, from the activities we planned to the rewards students received. Even at a young age, I learned that decisions made by a small group could influence the experiences of many. I began to recognize that same pattern at home, watching my family stretch limited resources, and in my community, where neighboring communities relied on one another during difficult times. These experiences helped me understand that behind everyday challenges are larger decisions, which are often made far beyond our reach, yet still shape daily life.

Now, as a high school student deeply involved in leadership and community advocacy, I am often the youngest person in the room, but never the least invested. Through my work in student government and participation in community based initiatives, I have learned that meaningful change begins when leaders truly listen to the lived experiences of the people they represent. I have also learned that change only happens when those voices are given a seat at the right table. The Congressional City Conference represents one of those tables. As part of the National League of Cities Annual Conference, the Congressional City Conference offers an opportunity for local leaders and advocates to engage directly in policy discussions at the federal level. By bringing together local leaders and federal decision makers, the conference creates space for community needs to be heard and transformed into real policy and action. This opportunity would be grand for me, as attending the Congressional City Conference would allow me to strengthen my advocacy skills, better understand the relationship between local and federal government, and represent my community more effectively as I continue my work in civic leadership.

My understanding of leadership has continued to grow through my involvement in student government and community based organizations. As President of both our Associated Student Body and Latinos in Action groups, I am responsible for helping shape decisions that affect the daily experiences of students and the broader community. Long before I held these roles, however, I was directly impacted by decisions made by student leaders and administrators before me, through access to school resources, activities and initiatives, and community support. Experiencing both the benefits and limitations of those decisions motivated me to become someone who could help create positive change for others. Leading in these roles has taught me that impact comes with responsibility. Planning events, leading projects, and advocating for student needs requires constant collaboration, careful listening, and thoughtful decision making. I have also learned that leadership is not about pleasing everyone. Every decision has consequences, and while not every outcome satisfies every person, it is essential to make choices rooted in fairness, inclusion, and the needs of the larger community. These experiences have strengthened my commitment to thoughtful leadership and reinforced my belief that youth voices belong in spaces where important decisions are actively being made.

Together, these experiences have shaped how I understand leadership and policy, not as abstract ideas, but as forces that directly affect people's lives. The National League of Cities Congressional City Conference represents a meaningful opportunity to deepen this understanding by learning directly from local leaders, federal officials, and policy experts about how advocacy, collaboration, and federal support shape communities. Through sessions focused on civic engagement, federal and local partnerships, and effective advocacy, the conference would help me better understand how community needs are communicated and transformed into action at the national level.

Attending the Congressional City Conference would allow me to bring this knowledge back to my school and community in practical ways. I plan to share what I learn with fellow student leaders, apply advocacy strategies to student government and community initiatives, and strengthen youth focused projects through a clearer understanding of policy and collaboration. I am eager to represent my city with professionalism and return with knowledge that supports youth and community based initiatives. As a

young leader, I recognize the responsibility that comes with having a voice and the importance of using it intentionally. This experience would help me continue growing into a leader who listens first, leads with purpose, and works to ensure that youth voices are not only heard, but included in spaces where decisions are made.

I am pleased to endorse Maya of the Mayor's Youth Advisory Council for participation in the National League of Cities Conference. Their commitment to civic engagement, leadership, and service to our community has been consistently demonstrated through thoughtful contributions, strong collaboration, and a genuine desire to learn and lead. Attending this conference will further strengthen their ability to advocate for young people in our city and bring back valuable insights to support ongoing youth-focused initiatives. I am confident they will represent our community with professionalism, enthusiasm, and integrity.

Malyda Wenzl

Annie Goff

December 29, 2025

Dear City Recorder's Office,

I am writing to express my interest in attending the National League of Cities (NLC) annual conference. For as long as I can remember, I have carried an intrinsic empathy for others, making it extremely difficult to ignore people hurting, struggling, or facing uncertainty in our communities. Over the last few years, as I've seen our country experience rising social tension, individual hardships, and growing divides and gaps in our communities, I feel an even stronger responsibility to stand up and be a part of something that makes more people feel supported and heard. Attending the NLC conference would allow me to grow, learn, and prepare myself to serve others with the compassion and commitment that has guided me throughout my life.

My desire to understand, support, and represent others is not something I have developed recently; it has always been a part of who I am, but has continued to grow as I become more educated and understanding. Even as a young child, I struggled when I saw people facing unfair circumstances, and I internalized their emotions, but I always felt like I couldn't do anything to help due to my own anxieties, fears, or insecurities putting myself in the way of standing up and doing something. Recently, it has been a goal of mine to push myself to become more of an active part of making a change, even if it involves putting myself out there in ways that used to make me extremely uncomfortable and anxious.

Because of these motivations, service has never felt like an obligation to me, but more of a calling to help support my community. I have worked hard to get more involved over the past few years in order to help my community and educate myself through experiences. I have been in leadership classes for the last three years, working on fundraising for nonprofits, organizing food and toy drives, and putting on school events. I currently serve as the Co-President of Mayor's Youth Advisory Council and Co-Vice President of National Honor Society, where I collaborate with peers to promote service, engagement, and academic excellence. I volunteered for a week at Northwest Regional Outdoor Science school, and have been actively involved in the leadership and participation of forest grove unified. I have helped at unified soccer, assistant coached unified kickball, been on the unified leadership team and helped to plan unified events for within our school or extending to the entire state. This helped me get my first job as a summer camp counselor at the Community Based Activities Program (CPAB) which is a camp for kids of all abilities.

All of these activities have helped me gain new experience and shape who I am today. Whether I am volunteering, supporting younger students, or helping within my community, I do so because kindness matters, and I try to lead my actions with compassion, patience, and understanding. Leadership, in my

opinion, is the promise to uplift people rather than overpower, to listen deeply, and leave them feeling seen and valued.

These values are also why attending the NLC Youth Conference would mean so much to me. I want to better understand the ways in which communities respond to social and individual struggles people are facing today. Across the country, people are carrying difficult burdens, making it increasingly important for leaders to approach these worsening challenges with compassion, awareness, and unity. I also believe it's incredibly important, now more than ever, for youth to become engaged and involved in politics and civic leadership. Our nation currently faces a deep sense of disconnection and intense polarization, where many people feel unheard and misunderstood, and divisions seem to draw deeper every year. Young people like me are growing up in a world with unprecedented challenges, believing that is the norm as we see these impacts in our schools, homes, and daily lives.

For these reasons I believe youth engagement is not only beneficial, but essential. We bring open-mindedness, fresh ideas and perspectives, and a willingness to imagine solutions beyond traditional boundaries that older generations may be stuck in. Youth involvement is crucial for healing social divides and building communities that are compassionate and supportive. I hope to be a part of this effort, and encourage other young people to speak up, participate, and understand the importance that their voice truly does matter.

Before this year I had little understanding of how government systems work, but I have learned a lot from my Governments and Politics class and it would be an amazing opportunity to see these systems and where everything happens. I have never been to D.C. before, so it would be particularly eye opening to see how everything works and have a better understanding with the knowledge I have learned this year.

Attending the NLC conference would allow me to learn more about how local government works, how leaders build trust within communities, and how thoughtful policies can address the real hardships people face. It would help me grow and learn how to use my empathy as a strength and how to properly stand up for what I believe in, by listening deeply, and who can represent the concerns and hopes of people my age as well as many marginalized groups today.

Thank you sincerely for considering my request. I would be honored to represent our city at the NLC annual conference and to continue growing into someone who leads with empathy, compassion, and an unwavering dedication to helping others. I am committed to using this possible opportunity not only for my personal growth but to become someone my community can rely on, especially in a time when so many people are in need of compassion, understanding, and strong leadership.

Respectfully,

Annie Goff

I am pleased to endorse Annie of the Mayor's Youth Advisory Council for participation in the National League of Cities Conference. Their commitment to civic engagement, leadership, and service to our community has been consistently demonstrated through thoughtful contributions, strong collaboration, and a genuine desire to learn and lead. Attending this conference will further strengthen their ability to advocate for young people in our city and bring back valuable insights to support ongoing youth-focused initiatives. I am confident they will represent our community with professionalism, enthusiasm, and integrity.

Malyda Wenzl

Hazel Kiblinger
12th grade Forest Grove High School
12/31/25

I think it's a very strange time to be seventeen, right on the cusp of legal adulthood, approaching the ability to access more rights and power to make a difference, while laws, policies, and the way this country is changing are more rapid than ever. It's stressful and confusing at times but also exhilarating to be finding my voice to lead and advocate. For me, focusing on educating myself is really important, doing research and asking questions to understand the past and present. Getting to learn, enhancing my understanding and getting to bring back that knowledge to Forest Grove is why I want to go to the NLC conference this year.

The National League of Cities is an inspiring organization that I would love to get involved with. Additionally, this conference being held in DC makes me so excited for this opportunity . Washington DC is a place where things are happening that affect the whole rest of the country, I want a chance to be in DC and get to be a part of so much happening. I want to explore all of the stories DC has to tell, and learn about our country's past, present and future . I am curious about our country's mistakes and triumphs and what we now can learn from the past for a better future. But I think what most interests me about the people. Getting to represent Forest Grove my town Im proud to be a part of alongside our major and my peers would be such a surge honor to represent so many. Then all the new people, leaders from all over the country with their own towns and stories to tell, and then other young people. Meeting like-minded teens who are passionate about politics, policies, policies and making their communities and the world a better place. Finding guidance, incorporation, and making connections during this incredible opportunity would be a dream come true!

This National League of Cities conference my goal would be to represent Forest Grove in a space full of empowerment and collaboration to bring new ideas home. And on a personal level

being chosen for this occasion will grow my skills and expand my horizons as I become a young adult continuing to have a passion for leadership and making positive change in this world.

I am pleased to endorse Hazel of the Mayor's Youth Advisory Council for participation in the National League of Cities Conference. Their commitment to civic engagement, leadership, and service to our community has been consistently demonstrated through thoughtful contributions, strong collaboration, and a genuine desire to learn and lead. Attending this conference will further strengthen their ability to advocate for young people in our city and bring back valuable insights to support ongoing youth-focused initiatives. I am confident they will represent our community with professionalism, enthusiasm, and integrity.

Malyda Wenzl

NLC Essay

I am writing to you today to tell you why I am interested in attending the NLC Annual Youth Delegation conference in Washington D.C. I joined MYAC—Mayors Youth Advisory Council—to help the youth of my community feel seen and heard, learn how the local government operates, and learn how I can help my peers when they need it the most. This is especially important because young people don't always have the voice to stand up and say something in times of need. In going to this conference I hope to again advocate for the youth of Washington County so they can be heard with their issues or needs. I can also learn what I can do better to help around my community whether it be different types of community service or relaying issues to our mayor and city council. Along with those points I also hope to learn how the federal government functions and its impact on the local government. As well as, how laws are created. Understanding the lawmaking process will help me be aware of what federal and local lawmakers go through when they discover a pressing issue that needs fixing. I also wish to grow my network so I can better help federal programs and funding to help my community as well as others. Thank you for your consideration.

I am pleased to endorse Morgan of the Mayor's Youth Advisory Council for participation in the National League of Cities Conference. Their commitment to civic engagement, leadership, and service to our community has been consistently demonstrated through thoughtful contributions, strong collaboration, and a genuine desire to learn and lead. Attending this conference will further strengthen their ability to advocate for young people in our city and bring back valuable insights to support ongoing youth-focused initiatives. I am confident they will represent our community with professionalism, enthusiasm, and integrity.

Malyda Wenzl

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jess VanderZanden, City Manager

MEETING DATE: January 12, 2026

PROJECT TEAM: Mariah Woods, City Recorder

SUBJECT TITLE: Annual Proclamations

ACTION REQUESTED: ☐ Ordinance ☐ Order ☐ Resolution ☒ Action

BACKGROUND

On March 17, 2025, the City Council passed Resolution 2025-13, adopting an official Proclamation Policy. The policy directs staff to prepare a consent agenda memo at the beginning of each year listing proclamations that are historically issues annually for Council consideration. If approved, staff will prepare the proclamations and include them on the agendas for their respective dates. Communitymembers, including members of the public, Councilmembers, and staff, may request proclamations at any time in the year in line with the process established in the policy. Following is the list of proclamations for 2026 approval.

- Community Development Week/Community Development Block Grant – April 6-10
- Voices of Hope – April 19-25
- Library Week – April 19-25
- Arbor Day – April 24
- Small Business Week – May 3-9
- Preservation Month – May
- Juneteenth – June 19
- Pride Month – June
- Gun Violence Awareness Month – June
- Parks & Recreation Month – July
- Fill-the-Boot for MDA – September
- Hispanic Heritage Month – September 15-Oct 15
- Arts & Humanities Month – October
- Banned Books Week – October 4-10
- Domestic Violence Awareness Month – October

RECOMMENDATION

Staff recommends that the City Council approve the listed proclamations for 2026.

Monthly Building Activity Report

December-25

2024-2025

	Period: December-24		Period: December-25	
Category	# of Permits	Value	# of Permits	Value
Man. Home Setup			1	\$ 65,168.00
Res 1 & 2 Family New	13	\$4,480,569	4	\$1,651,388
SFR Addition & Alt/Repair	1	\$20,000	6	\$31,132
MultiFamily New				
Multi Family Alterations/Repair/Additions			1	\$7,000
Group Care Facility				
Commercial New				
Commerical Addition			1	\$53,810
Commercial Alt/Repair	2	\$45,105		
Industrial New			3	\$9,706,494
Industrial Addition				
Industrial Alt/Repair			1	\$5,844
Gov/Pub/Inst (new/add)			3	\$715,304
Mechanical Permits	20		16	
Plumbing Permits	27		15	
Signs			3	\$9,000
Grading				
Demolitions			1	
Total	63	\$4,545,674	55	\$12,245,140

Fiscal Year-to-Date

2024-2025		2025-2026	
Permits	Value	Permits	Value
210	\$53,080,033	233	\$57,581,407

Department of Housing Services



Annual Report

Fiscal Year 2024-2025

Jes Larson, Assistant Director

Jill Chen, Assistant Director

January 12, 2026



Department of Housing Services

Vision

We envision a Washington County where everyone has an affordable home with the supports and opportunities each of us needs to thrive.

Mission

The Department of Housing Services creates pathways out of homelessness, promotes housing stability, and invests in affordable communities for Washington County and our residents.

Stories of Strength



Jasmine and her kids moved into affordable housing last year.

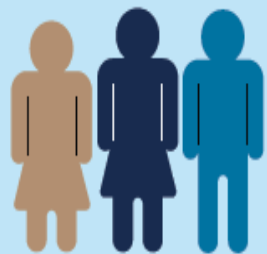
“A lot of the times people, when they’re in their trenches, they want to give up... Perseverance can get you where you need to be...”

Last year, we shared Jasmine’s story of transitioning from a shelter with her family to an affordable home. ***Today, Jasmine lives in her own apartment thanks to the Metro Affordable Housing Bond!***



Year in Numbers

FY 2024-25



20,700+
People

served across Washington
County Housing programs



7,700+
People

served with short-term
housing assistance



3,100+
People

supported with a
steppingstone to housing
through shelter or outreach



26
**Capital
Projects**

awarded financing,
under development, or
opened in the last year



10,600+
People

supported in long-term
rental assistance programs



1,100+
**Affordable
Homes**

owned and maintained to
serve generations to come

Need for housing support remains high

940 people

experiencing homelessness

2025 Point In Time (PIT) Count – Sheltered homelessness increased by 150+ people from 2023, unsheltered homelessness held steady

3,100+ people

served in shelter or outreach in FY 24-25

Increase in 800+ people from FY 23-24

\$987

median income

of households in rental assistance or public housing programs

50%

Estimated residents are cost burdened

ACS Housing Characteristics 2019-2023

\$1,773

Median Gross Rent

ACS Housing Characteristics 2019-2023

4-6%

Vacancy Rate

MultiFamily NW Spring 2025 Report

Pathways out of Homelessness



Outreach, Housing Liaisons, and Access Centers



Open Door HousingWorks staff pictured at their future Western Washington County access center location

- 9 geographically assigned **outreach** teams with 80% of exits to shelter, housing, or family reunification
 - Outreach Provider: Forest Grove Foundation
- Tigard **access center opens**, more planned in Cornelius, Hillsboro & Beaverton.
- 682 households exited **Housing Liaison Program** to housing, care facilities, shelter, or family.

Shelter and Transitional Housing

- **Maintaining 400+ shelter beds**
 - Opened Tigard and Beaverton shelters, broke ground on Hillsboro location
 - 700+ individuals moved from shelter to permanent housing
- Planning for 100+ units of **transitional housing capacity** in 2026
 - Transcending Hope: mental health stabilization
 - Helping Hands: substance use recovery



Casa Amparo shelter owned and operated by Centro Cultural

Housing Stability



Rental assistance

Nearly
1,500 landlords

\$89 million
in assistance annually

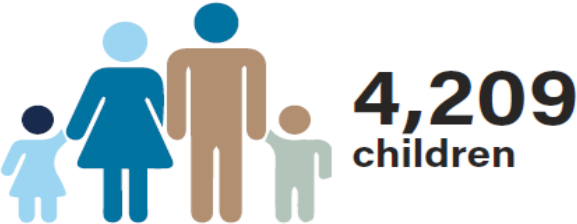
5,300+ households
served with long-term
assistance

2,000+ households
served with eviction
prevention

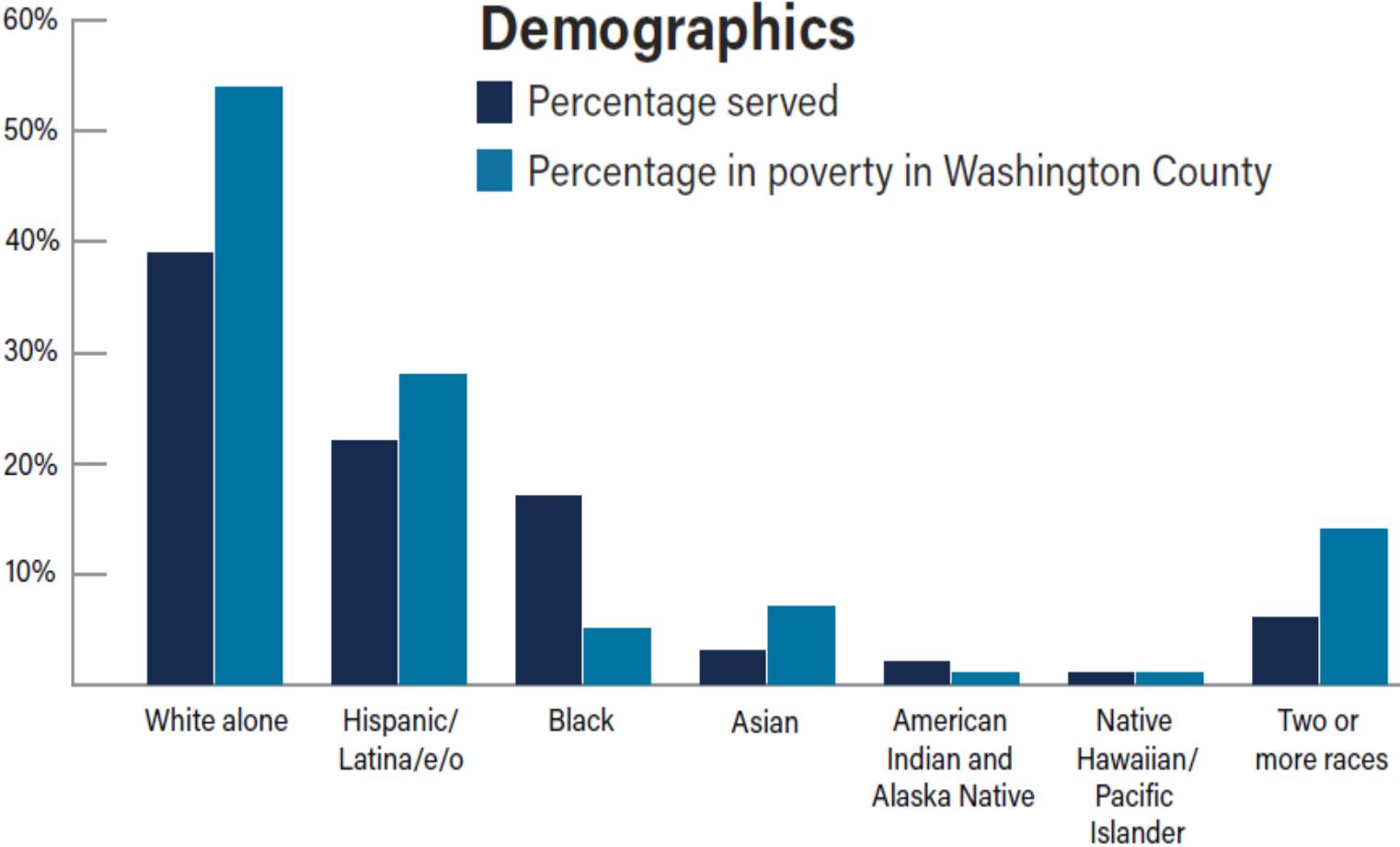
800+ households
served with short-term
rental assistance

Rental Assistance Participant Highlights

FY 2024-25



97% of participants
remained stably housed for at
least one year after placement



Affordable & Supportive Communities



SHELTERS

1. Beaverton Shelter
2. Just Compassion Resource Center & Shelter
3. Family Promise of Tualatin Valley Bridge to Home
4. Casa Amparo
5. Hillsboro Bridge Shelter (Temporary)
6. Salvation Army Veterans and Family Center
7. Cornelius Safe Rest Pods (Temporary)
8. Year-round Hillsboro Shelter
9. Aloha Safe Rest Village (Temporary)
10. Cloverleaf Shelter (Temporary)

ACCESS CENTERS

2. Just Compassion Resource Center & Shelter
7. West County Access Center
11. Project Homeless Connect Access Center
12. Hillsboro Recovery Center

TRANSITIONAL HOUSING

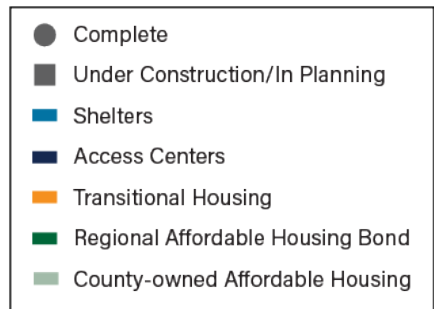
13. Transcending Hope Transitional Housing
14. Cornell Road Recovery

REGIONAL AFFORDABLE HOUSING BOND

15. Viewfinder
16. The Valfre at Avenida 26 (County owned)
17. Terrace Glen
18. Alongside Senior Apartments
19. Heartwood Commons (County owned)
20. Cedar Rising
21. The Opal
22. Plaza Los Amigos
23. Altura
24. Plambeck Gardens
25. The Mary Ann (City of Beaverton)
26. Nueva Esperanza (City of Hillsboro)
27. Woodland Hearth
28. Elmonica Station (City of Beaverton)
29. Amity Orchards (City of Beaverton)
30. The Dolores (City of Hillsboro)
31. Aloha 209 (County owned)
32. Meadowlark (City of Beaverton)

COUNTY-OWNED AFFORDABLE HOUSING

33. Elm Street Land Bank
34. Dartmouth Crossing North (City of Tigard)
35. Aloha Park
36. Bonita Villa
37. Parkside
38. Ridge at Bull Mountain
39. Villager
40. Amberwood
41. Cornelius Village
42. Holly Tree Village
43. Marilann Terrace
44. Tarkington Square
45. 185th Duplexes
46. Kaybern Terrace
47. Vanrich
48. Woodspring



Map of Impact

Metro Affordable Housing Bond



Plaza Los Amigos grand opening event. Plaza Los Amigos has 16 Project-Based Vouchers to deepen affordability in this REACH CDC development located in Cornelius.

- Washington County allocation of **\$192 million fully committed**
- On track to exceed all Metro Affordable Housing Bond goals, with **958 new homes open or underway**
- Invested in **12 new affordable communities**

Preserving Affordable Housing



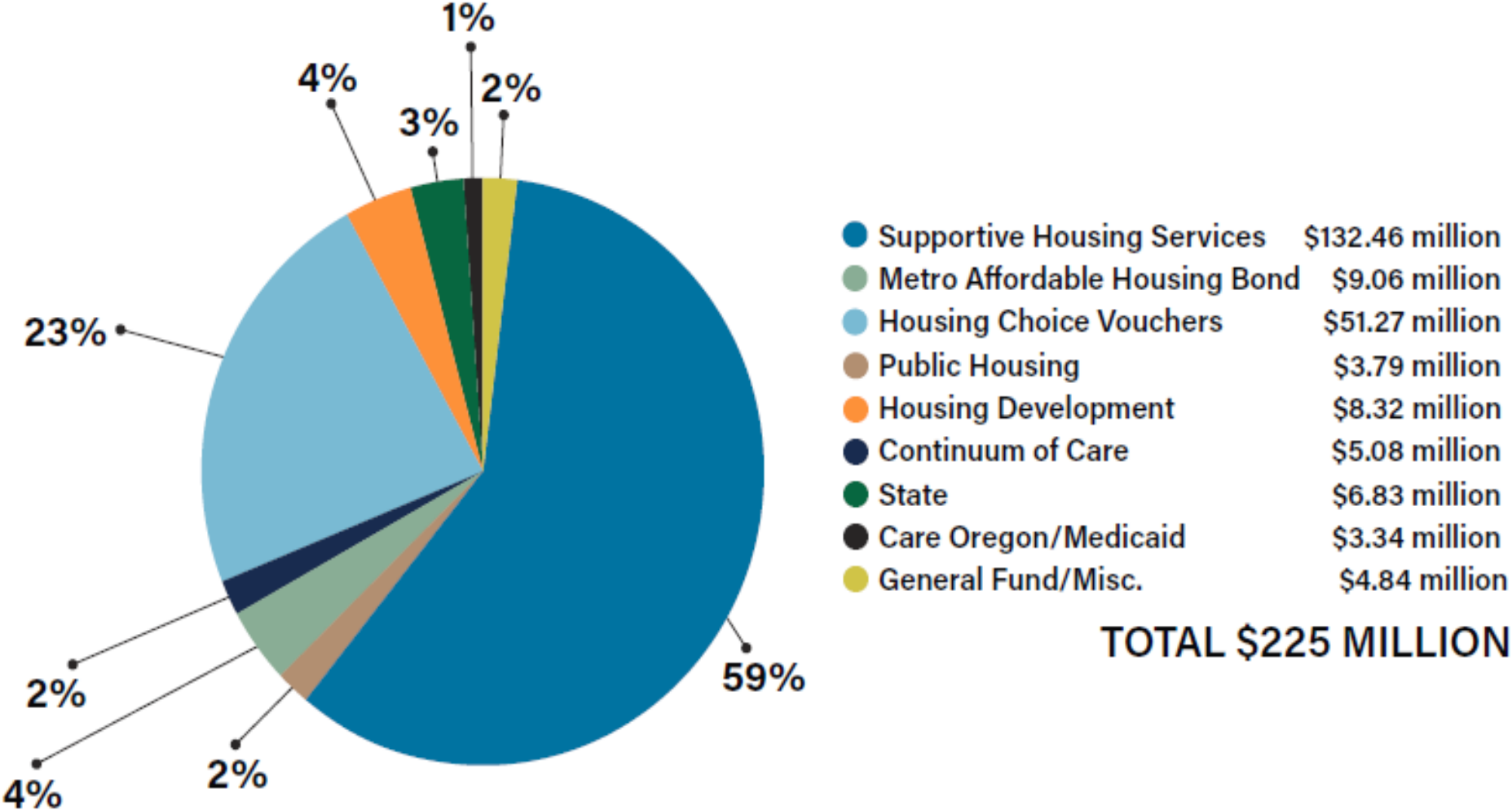
Parkside Apartments, located in Forest Grove, was one of the apartment communities renovated.

- **Renovations completed on almost 600 homes** across 10 properties
- **Invested \$113 million** in our affordable housing properties
- **Almost 4,000 homes** at-risk of losing affordability

Financial Overview



Combined Resources: FY 2024-25 Expenditures



Collaboration in Action



Collaboration in Action



Pictured left to right: Megan Cohen, Project Homeless Connect Executive Director and Homeless Solutions Advisory Council Co-Chair Kim Marshall, Kim Haughn

- Recognized for **healthcare case conferencing collaboration** as nationally leading practice.
- **Four advisory bodies** help shape well-informed policies and programs.
- **Emergency shelter beds (e-beds)** ensure first responders have alternatives for unsheltered community members.

Stories of Strength: Pierre's Path to Home



Pierre, father, CNA and Tigard resident

“Without this help I would not have been able to get where I am.”

Pierre's stay at shelter led to connections to housing and job training. Voter investment in SHS helped Pierre become a Certified Nurse Assistant.





Thank you



Department of Housing Services / Housing Authority of Washington County



Permanent Supportive Housing – Forest Grove

Jill Chen, Assistant Director, Housing Services

Lisa Varon, Real Estate Division Manager, Housing Services

Special Guest

Project Partner Centro Cultural

January 12, 2025



Agenda

- Project Overview
- Background
- Current Status
- Feedback and Questions



Current site

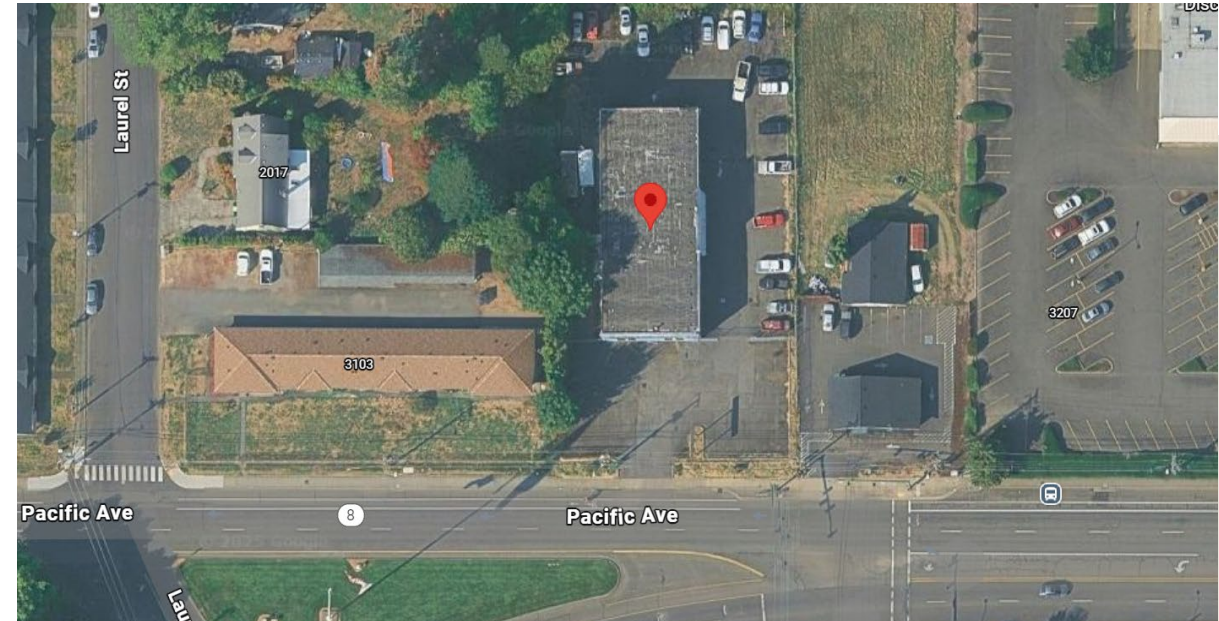
Forest Grove Permanent Supportive Housing (PSH) Overview

Partners: Centro Cultural and CareOR

Location: 3127 Pacific Avenue, Forest Grove

Program:

- Up to 60 homes
- Serving formerly homeless individuals and couples
- Culturally specific services for Latine participants



Accessible public transportation, employment opportunities, and services

Background

- Accepted into Oregon Housing & Community Service's Permanent Supportive Housing Institute in 2024.
- Institute provides best practices training and qualifies project for potential funding
- Property purchased December 18, 2025



CENTRO



CareOregon®

Current Status

Due Diligence

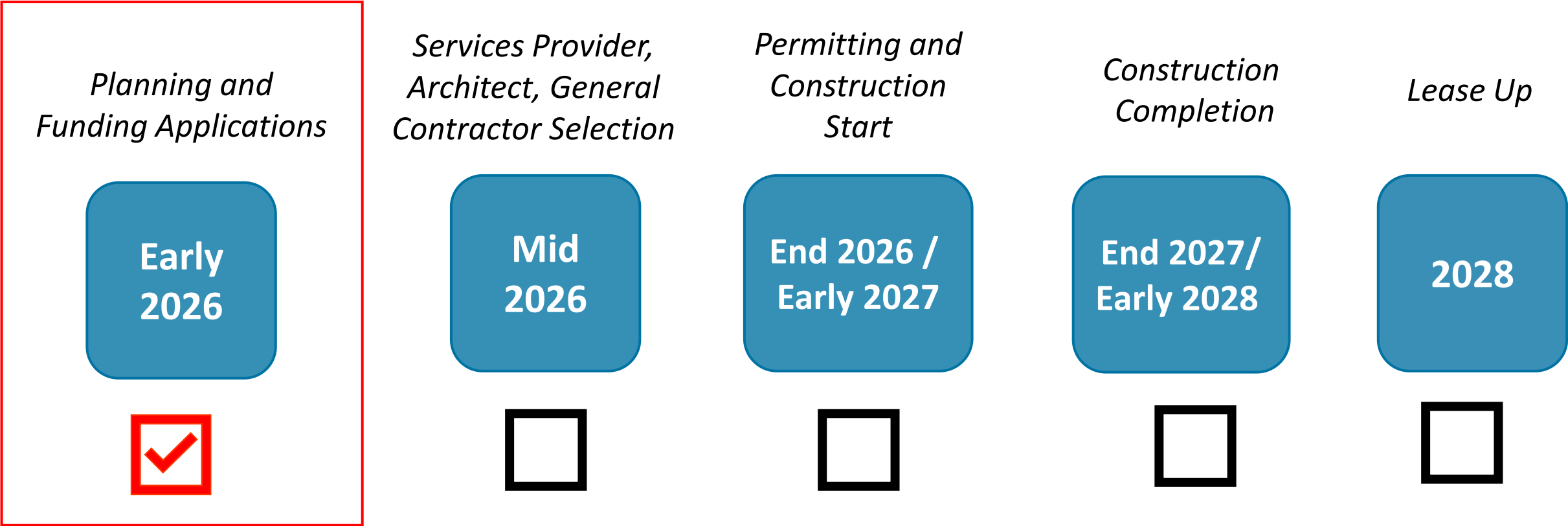
- Evaluated zoning, code requirements, existing site conditions
- Conducted Environmental Review
- Evaluated financing options

Financing

- \$6.74 million Metro Affordable Housing PSH Fund concept endorsement submitted
- \$3 million CareOR Grant secured



Project Timeline



Centro Cultural

- Wraparound services including connections to employment and education services
- Culturally specific services for Latine community members
- Partnered with Washington County on Permanent Supportive Housing Institute (PSHI) certification for higher priority to receive Oregon Housing Community Services funding



Washington County and Centro Cultural staff pictured following tour of Casa Amparo

Community Outreach

Outreach efforts will include:

- **Dedicated webpage** (launching late-2026)
- **Community Stakeholders Outreach Meetings including:**
 - Chamber of Commerce,
 - Nearby neighbors
 - Community organizations
 - Service providers



Washington County staff hosting engagement event

Questions and Feedback

Contact

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Lisa Varon, Real Estate Division Manager

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STAFF REPORT TO CITY COUNCIL

TO: City Council
FROM: Jesse VanderZanden, City Manager
CC: Jodi Gollehon, City Attorney
MEETING DATE: January 12, 2026
SUBJECT TITLE: SECOND READING: ORDINANCE 2025-04: PROTECTING FOREST GROVE FROM MISUSE OF LOCAL RESOURCES IN VIOLATION OF STATE LAW FOR FEDERAL IMMIGRATION LAW ENFORCEMENT

ACTION REQUESTED: ☒ Ordinance ☐ Order ☐ Resolution ☐ Informational

2040 VISION PLAN

2040 VALUES: Safe Community
2040 GOAL STATEMENT: We envision a connected Forest Grove community with inclusive spaces
2040 OUTCOME: Inclusive and accessible spaces for people to gather and connect

UPDATE

On December 8, 2025, the City Council held a public hearing and passed Ordinance 2025-04 by a 4-1 vote on the first reading. Ordinance 2025-04 is scheduled for its second and final reading on January 12, 2026. A public hearing is not required for a second reading. The remaining staff report remains the same as was presented on December 8, 2025.

BACKGROUND

On February 13, 2017, the city passed Resolution 2017-21 declaring Forest Grove an inclusive community. On November 10, 2025, the City Council passed Resolution No. 2025-61, declaring a state of emergency to address the community impacts of federal immigration enforcement and appropriating funds for community-based organizations to assist families impacted by federal immigration enforcement. On November 24, 2025, the City Council passed Resolution 2025-64 declaring Forest Grove a Sanctuary City for all persons.

On November 24, 2025, City Council held a work session and reached consensus to codify Oregon's Sanctuary Promise Act (ORS 181A.820-181A.829) using Portland's recent codification of the same as the example. U.S. cities that have codified sanctuary city policies include, but are not limited to, Portland, Seattle, Albuquerque, Boston, Chicago, Denver, Los Angeles, New York, and Philadelphia. Other Oregon cities are considering this as well. Portland is the only city in Oregon to codify the

Oregon Sanctuary Promise Act, passing Portland city code Chapter 23.20, entitled “Sanctuary City”, on October 15, 2025. Several other Oregon cities are actively considering following suit.

All cities, regardless of sanctuary or inclusive declarations, follow Oregon’s Sanctuary Promise Act, which prohibits state and local police and government from assisting in the enforcement of federal immigration laws. As proscribed in state law, cities are prohibited from the following actions:

- Denying services, benefits, privileges or opportunities to an individual in custody on the basis of known or suspected immigration status or other related federal immigration request or a civil immigration warrant;
- Inquiring into or collecting information about an individual’s immigration or citizenship status or country of birth unless: a) the information is required to advance an investigation into a violation of state or local criminal law, b) the information is submitted to a court of this state in connection with a proceeding or as necessary to determine the individual’s eligibility for a benefit that the individual is seeking;
- Providing information about an individual in the custody of city to a federal immigration authority for the purpose of civil immigration enforcement, except as may be required by a judicial subpoena or by another compulsory court-issued legal process or to the extent that the information is available to the general public and under the same terms and conditions as the information is available to the general public;
- Using public facilities, property, money, equipment, technology or personnel for the purpose of investigating, detecting, apprehending, arresting, detaining or holding individuals for immigration enforcement;
- Granting a federal immigration agency access to an area of a facility that is not normally open to the public;
- Supporting or assisting a federal agency in immigration enforcement, in any of the following ways:
 - Providing information, including but not limited to an individual’s contact information, country of birth, custody status, release date, parole, probation or post-prison supervision appointment dates or times, or home or work address, except as may be required by a judicial subpoena or by another compulsory court-issued legal process or to the extent that the information is available to the general public and under the same terms and conditions as the information is available to the general public;
 - Investigating or interrogating individuals for immigration enforcement; or
 - Establishing traffic perimeters for the purpose of supporting or facilitating immigration enforcement.

Portland city code Chapter 23.20, entitled “Sanctuary City”, contains the following:

- Prohibits assistance: City employees and contractors are forbidden from assisting federal agencies with immigration enforcement.
- Bans resource use: City resources cannot be used for immigration enforcement activities.
- Requires new policies and training: The ordinance mandates the creation of policies, training, and resources for city staff to manage interactions with immigration enforcement agents.
- Requires public reporting: The Portland Police Bureau must report any exceptions to or violations of the prohibition on assisting with immigration enforcement.
- Mandates information requests: The City is required to submit Freedom of Information Act

requests to the Department of Homeland Security (DHS) and Immigration Control and Enforcement (ICE) to gain insight into federal activity.

- Defines non-public areas: The ordinance designates certain city-owned spaces as non-public, which federal immigration agents cannot access without a warrant.
- Includes a disclaimer: The ordinance includes a limit stating that state and federal law override its provisions.

Portland's code included an emergency clause that allowed for immediate enactment upon passage. Forest Grove's City Charter Section 17 state that ordinances take effect on the 30th day after enactment unless the ordinance contains an emergency clause which allows it to be enacted immediately upon passage. Ordinance 2025-04 contains an emergency clause to allow for immediate enactment upon passage.

Additionally, Section 16 of the City Charter requires approval by a majority of the Council at two meetings. However, under the same section, Council may enact an ordinance at a single meeting by unanimous approval with at least five members present, provided the ordinance was available to the public at least seven days before the meeting. The proposed ordinance was available to the public and published seven days in advance.

LEGAL CONSIDERATIONS

Executive Order (EO) 14287, signed by the President on April 28, 2025, requires the Attorney General to publish a list of states and local jurisdictions that have declared sanctuary status. Further, it directs the Office of Management and Budget to identify federal funds to those jurisdictions and suspend or terminate them. Portland is the only city in Oregon that has been listed by the Department of Justice. According to the EO, the list will be reviewed regularly, and if a jurisdiction declares itself as a sanctuary jurisdiction, such action will be one of the aspects the federal government will consider when adding jurisdictions to the list. As per our City Attorney, if Forest Grove gets added to the list, the consequences are unknown, but it may draw increased attention from the federal government in potential legal action¹, restrictions on federal funding, including private entities that receive federal funds, and increased immigration enforcement.

FEDERAL FUNDING CONSIDERATIONS

Regarding federal funding, there are two grants the city receives directly from the federal government, noted below. All other grants the city receives are administered by the State, Metro, or County.

- \$900,000 from Housing and Urban Development (HUD) to install solar panels and dedicate the income to the city's electric utility assistance program. The City contacted HUD recently and HUD noted this grant source was secure.
- \$83,000 from the Department of Justice for the COPS program. These funds are reimbursed every quarter and all proceeds will be received by the city by March 31, 2026.

¹ See [United States v. Illinois](#) (Feb. 6, 2025), [United States v. Rochester](#) (April 24, 2025), [United States v. Colorado](#), [United States v. Newark](#), [United States v. New York City](#), [United States v. Boston](#) (Sept. 4, 2025), and [United States v. Minnesota](#) (Sept. 29, 2025), under which the U.S. has sued states and cities for their sanctuary policies.

It is not clear whether these funds are at risk as Oregon is already listed by the Department of Justice as a sanctuary state and the city continues to receive grant funds from the state that are funded by the federal government.

PROPOSED ORDINANCE 2025-04

Proposed Ordinance 2025-04 essentially mirrors the provisions listed above in Portland's ordinance. The proposed ordinance would create a new Chapter 39 under existing Title III, Administration. In addition to codifying the provisions in the Oregon Sanctuary Promise Act, the proposed ordinance directs the City Manager to:

- Create policies, training, and resources for city staff to manage interactions with immigration enforcement agents.
- Publicly report any exceptions to or violations of the prohibition on assisting with immigration enforcement.
- Submit Freedom of Information requests to DHS and ICE to gain insight into federal activity.
- Define non-public areas and designate certain city-owned spaces as non-public, which federal immigration agents cannot access without a warrant.

FISCAL IMPACT

There is no direct fiscal impact on the FY 25-27 budget. Regarding grant funding, see above.

RECOMMENDATION

Staff recommends the City Council consider Ordinance 2025-04.

ATTACHMENTS

- Oregon's Sanctuary Promise Act ORS 181
- Portland City Code Chapter 23.20 "Sanctuary City"
- Proposed Forest Grove Ordinance 2025-04 with Exhibit A

ORDINANCE NO. 2025-04

ORDINANCE AMENDING FOREST GROVE CODE OF ORDINANCES TITLE III (ADMINISTRATION) BY ADDING CODE CHAPTER 39, SANCTUARY CITY, PROTECTING FOREST GROVE FROM MISUSE OF LOCAL RESOURCES IN VIOLATION OF STATE LAW FOR FEDERAL IMMIGRATION LAW ENFORCEMENT

WHEREAS, Resolution 2017-21, passed February 13, 2017, declared Forest Grove an inclusive community for all persons and committed to living its values as a welcoming city for all individuals that seeks to accept and support all people, and

WHEREAS, Resolution 2025-61, passed November 10, 2025, declared a state of emergency to address community impacts of federal immigration enforcement by appropriating funds to community-based organizations to assist families impacted by federal immigration enforcement; and

WHEREAS, Resolution 2025-65, passed November 24, 2025, declared Forest Grove a “Sanctuary City” that is committed to providing a safe community for all individuals, regardless of ethnicity or immigration status, and ensures that all members of our community can call upon public safety assistance without being questioned about federal immigration laws and without fear of reprisal based solely on legal status, in accordance with the Oregon Sanctuary Promise Act; and

WHEREAS, City Council held a work session on November 24, 2025, and reached consensus to codify Oregon’s Sanctuary Promise Act (ORS 181A.820-181A.829) using Portland’s recent codification of the same as the example, and

WHEREAS, the City of Forest Grove complies with the laws of the State of Oregon, specifically, the Oregon Sanctuary Promise Act, Oregon Revised Statutes (ORS) 181A.820 - 181A.829, which prohibit a law enforcement agency or public body from denying services based on an individual’s immigration status, collecting information on an individual’s citizenship status, using public resources to assist in immigration enforcement, or otherwise providing information to federal immigration, except as required by law; and

WHEREAS, the City of Forest Grove, as a community that celebrates the wide diversity of its residents and visitors, actively seeks to promote as core obligations the health, well-being, and general welfare of the City, and the City’s ongoing prosperity depends upon the harnessing of all labor, skills, and ideas available to the City for economic growth and opportunities; and

WHEREAS, the City of Forest Grove recognizes the inherent worth and dignity of all persons, who should be treated with compassion and respect regardless of race, color, national origin, immigration or refugee status, religion, sex, gender identity (including gender expression), sexual orientation, mental, emotional and physical ability, veteran status, or age; and

WHEREAS, chronic discrimination against any group of persons can negatively impact the health, well-being and general welfare of the City leading to community disengagement, diminished economic and educational opportunities, increased stigmatization, diminished physical, mental and emotional health.

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

Section 1. The City Council hereby amends Forest Grove Code of Ordinances Title III (Administration) by adding Chapter 39: Sanctuary City, as set forth in Exhibit A.

Section 2. Consistent with Resolution No. 2025-61 which declared a state of emergency on November 10, 2025, to address the community impacts of federal immigration enforcement, the City Council directs Ordinance 2025-04 to be effective immediately upon enactment by the City Council.

PRESENTED AND PASSED first reading this 8th day of December 2025.

PASSED the second reading this 12th day of January 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 12th day of January 2025.

Malynda H. Wenzl, Mayor

ORDINANCE NO. 2025-04
EXHIBIT A

CHAPTER 39: SANCTUARY CITY

Section

39.01 Purpose

39.02 Intent

39.03 Policy

39.04 Exceptions

§ 39.01 PURPOSE.

The purpose of this Chapter 39 is to protect Forest Grove from misuse of local resources in violation of the Oregon Sanctuary Promise Act for federal immigration law enforcement.

§ 39.02 INTENT.

- (A) The city recognizes and values the diverse contributions of all individuals and affirms its commitment to treating all persons with dignity and respect, regardless of race, color, national origin, immigration or refugee status, heritage, culture, religion, sex, gender identity or expression, sexual orientation, ability, age, or economic status.
- (B) City Council, in the interests of public and community safety, and in the lawful exercise of its authority and for the protection of all persons within its jurisdiction, hereby confirms the city's commitment to lawfully supporting immigrant and refugee communities through binding municipal law.

§ 39.03 POLICY.

- (A) Consistent with state and federal law, the city prohibits the use of city resources to enforce federal immigration law.
1. City facilities, property, moneys, equipment, technology or personnel may not be used for the purpose of investigating, detecting, apprehending, arresting, detaining or holding persons for the purpose of enforcing federal immigration laws.
 2. No city department or law enforcement agency may enter into a formal or informal agreement with a federal immigration authority relating to the detention of a person for the purpose of enforcing federal immigration laws.
 3. Except when required by state or federal law, no city department or law enforcement agency may collect, inquire into, or disclose information concerning an individual's immigration or citizenship status, country of birth, or other personal information for the purpose of enforcing federal immigration laws.

4. The prohibitions and requirements set forth in this Chapter do not apply to the following:

- a. When required by court order, or a warrant authorized by a court;
- b. When disclosure is required by a judicial subpoena issued as part of a court proceeding or by another compulsory court-issued legal process;
- a. When disclosure is required to effect the international extradition to this state and return of a person charged with or convicted of crimes in this state and for whom a warrant of arrest has been issued;
- b. To the extent that the information is available to the general public and under the same terms and conditions as it is available to the general public;
- c. When the information is necessary to advance an investigation into a violation of state or local criminal law;
- d. When the information is submitted to a court of this state, whether orally or in writing, in connection with a proceeding in that court; or
- e. When the information is necessary to determine the individual's eligibility for a benefit the individual is seeking.

(B) The City Manager shall implement and require all city staff to participate in ongoing training on this Chapter. The content of this training shall align with state and federal law and city code.

1. Training must include, at a minimum:

- a. Explanation of the Sanctuary City Code provisions and related city policies;
- b. The distinction between administrative warrants and judicial warrants;
- c. The difference between and importance of public and nonpublic spaces, including authorized access to city spaces and facilities;
- d. Guidance on responding to inquiries or actions by a federal immigration authority, including requests for information regarding city employees or residents and visitors and attempts to access city property or city-sponsored meetings;
- e. The process for rapidly contacting the appropriate city official in urgent situations;

f. Training specific to supervisory responsibilities.

2. The training may also include, but is not limited to:

- a. Information on how and where employees can access relevant city resources and additional learning materials;
- b. Resources for city employees directly affected by federal immigration authority enforcement action; and
- c. Protocols for supervisors on responding if employees are detained, as well as guidance on compassionate leadership and support for employees.

3. The training should be reviewed no less than annually and may be reviewed more frequently as necessary. Revisions should incorporate emerging best practices, newly enacted laws, updated protocols, and relevant resources. Updates should be informed by feedback from employees, departments, subject matter experts, labor union representatives, immigration rights organizations, faith leaders, community leaders, nonprofits, educational institutions and community partners.

(C) City-owned and leased spaces and buildings must display visible signage identifying entry requirements for the public and visitors and the specific areas which are public spaces and all areas that are not.

1. Signage should be in accordance with best practices for language access and plain language, and recommendations of equity and subject matter experts on immigrant affairs and rights.
2. Signage should include companion resources to explain the signage and contain additional resources and contacts. Companion resources should be based on best practices for language access and plain language, Sanctuary City trainings, and content should be in accordance with immigrant rights organization recommendations.
3. Signage policies and resources should be updated regularly and informed by experts, City Attorney advice, and community leaders in language access, equity, immigrant affairs and rights, and additional relevant subject matters.

(D) Immigrant affairs tracking evaluation and reporting. The City Manager shall regularly review existing programs and services to identify ways to comply with this Chapter and implement best practices and policies for staff and communities impacted by immigration.

1. Every city department must provide the following information to Council at least annually:
 - a. Employee training completion rates;
 - b. Federal enforcement activity on city property and facilities; and
 - c. Known violations of the this Chapter by city employees.
2. The City Manager, or designee, shall provide an annual report to Council summarizing Freedom of Information Act requests, immigration enforcement communication, requests, and activities at the city, and a description of the city's response.
3. The City Manager, or designee, shall provide a second report at least annually to Council. The report shall be combined and coordinated and shall include the following:
 - a. An evaluation of training provided on this Chapter and other sanctuary-related policies; and
 - b. Compliance with this Chapter and other city sanctuary-related policies; and
 - c. Information on sanctuary-related policies and procedures in similar local jurisdictions.
4. Review and evaluation shall be informed by feedback from employees, departments, equity and language subject matter experts, labor union representatives, immigration rights organizations, faith leaders, community leaders, non-profits, educational institutions and additional community partners.

§ 39.04 EXCEPTIONS.

- (A) The prohibitions set forth in this Chapter do not apply to the arrest by Forest Grove Police Department of individuals who have been formally charged by the United States with a criminal offense under federal immigration law, as specified in Title II of the Immigration and Nationality Act or under 18 U.S.C. §§ 1015, 1422–1429, or 1505, and who are subject to arrest for the crime pursuant to a judicial warrant of arrest issued by a federal magistrate.
- (B) The Forest Grove Police Department must include in its annual report a section that details all instances in which it receives communication or request from a federal agency that relates to immigration enforcement, including exception applied in Section 39 A.4 above. The report shall include details about the basis for the exception for each instance, including the justification for each instance. Additionally, each instance shall be reported with the legally disclosable information for the name and title of the official who authorized the action, a comprehensive description of the action taken, and the identities and roles of any federal agents involved.

END

Enrolled

House Bill 3265

Sponsored by Representatives ALONSO LEON, PHAM, Senator GORSEK, Representatives CAMPOS, VALDERRAMA; Representatives DEXTER, FAHEY, GRAYBER, HOLVEY, HUDSON, KOTEK, KROPF, MCLAIN, MEEK, NERON, POWER, RAYFIELD, REYNOLDS, RUIZ, SALINAS, SANCHEZ, SOLLMAN, WILDE, WILLIAMS, Senators FREDERICK, GELSER, JAMA, LIEBER, MANNING JR

CHAPTER

AN ACT

Relating to immigration; creating new provisions; amending ORS 180.805 and 181A.820; and declaring an emergency.

Be It Enacted by the People of the State of Oregon:

SECTION 1. As used in sections 1 to 6 of this 2021 Act:

(1) “Court facility” means a building or space occupied or used by a court of this state or local jurisdiction of this state, and any adjacent property including, but not limited to, sidewalks, parking area, grass or landscaped area, plazas, court-related offices, commercial and governmental spaces within the building or space and entrances to and exits from the building or space.

(2) “Federal immigration authority” means the United States Department of Homeland Security, the United States Immigration and Customs Enforcement, the United States Citizenship and Immigration Services, the United States Customs and Border Protection or a successor agency, any other federal immigration agency or official, or any other entity to which a federal immigration agency delegates or assigns the authority to detect, investigate or enforce violations of immigration law.

(3) “Immigration enforcement” means any activity that has as a purpose the apprehension or identification of an individual in order to:

(a) Subject the individual to civil immigration arrest, civil immigration detention, removal or deportation proceedings or removal or deportation from the United States; or

(b) Criminally prosecute the individual for offenses related to federal laws regarding immigration status.

(4) “Law enforcement agency” means:

(a) County sheriffs, municipal police departments, police departments established by a university under ORS 352.121 or 353.125;

(b) The Oregon State Police; and

(c) Corrections officers.

(5) “Officer” means an individual employed or contracted as an officer of a law enforcement agency whether or not the individual is on duty.

(6) “Public body” has the meaning given that term in ORS 174.109.

SECTION 2. (1) A law enforcement agency or public body may not:

(a) Except as required by state or federal law, deny services, benefits, privileges or opportunities to an individual in custody, or on parole, probation or post-prison supervision, on the basis of known or suspected immigration status, the existence of an immigration detainer, hold, notification or other related federal immigration request or a civil immigration warrant;

(b) Inquire into or collect information about an individual's immigration or citizenship status or country of birth unless:

(A) The information is required to advance an investigation into a violation of state or local criminal law;

(B) The information is submitted to a court of this state, whether orally or in writing, in connection with a proceeding in that court; or

(C) As necessary to determine the individual's eligibility for a benefit that the individual is seeking; or

(c) Provide information about an individual in the custody of the public body or law enforcement agency to a federal immigration authority for the purpose of civil immigration enforcement, except:

(A) As may be required by a judicial subpoena issued as part of a court proceeding or by another compulsory court-issued legal process; or

(B) To the extent that the information is available to the general public and under the same terms and conditions as the information is available to the general public.

(2) For purposes of subsection (1)(c)(A) of this section, a judicial subpoena does not include an administrative subpoena created and signed by a federal immigration authority.

(3) To ensure compliance with all treaty obligations, including consular notification, and state and federal laws, on the commitment or detainment of an individual, a law enforcement agency shall explain to the individual in writing, with interpretation into another language if requested:

(a) The individual's right to refuse to disclose the individual's nationality, citizenship or immigration status; and

(b) That disclosure of the individual's nationality, citizenship or immigration status may result in civil or criminal immigration enforcement, including removal from the United States.

(4) Any person may bring a civil action against a law enforcement agency or public body that violates subsections (1) to (3) of this section to enjoin the violation.

SECTION 3. (1) Public facilities, property, moneys, equipment, technology or personnel may not be used for the purpose of investigating, detecting, apprehending, arresting, detaining or holding individuals for immigration enforcement.

(2) Actions with a purpose described in subsection (1) of this section include, but are not limited to, the following:

(a) Granting a federal immigration agency access to an area of a facility that is not normally open to the public.

(b) Supporting or assisting a federal agency in immigration enforcement, including but not limited to any of the following:

(A) Providing information, including but not limited to an individual's contact information, country of birth, custody status, release date, parole, probation or post-prison supervision appointment dates or times, or home or work address, except as provided in section 2 of this 2021 Act;

(B) Investigating or interrogating individuals for immigration enforcement; or

(C) Establishing traffic perimeters for the purpose of supporting or facilitating immigration enforcement.

(3)(a) If a public body receives a communication or request from a federal agency that relates to immigration enforcement, other than a judicial subpoena described in section 2 (1)(c)(A) of this 2021 Act, the public body shall decline the request and document the com-

munication or request. The documentation described in this subsection must be provided to the director or other similar management personnel of the public body.

(b) The public body shall submit the information documented under this subsection to the Oregon Criminal Justice Commission pursuant to procedures established by the commission. The commission shall require at least monthly submission of the information described in this subsection.

(c) A public body shall adopt internal procedures to carry out this subsection.

(4)(a) The commission shall publish and continually update, on a website operated by or on behalf of the commission, an entry for each communication or request described in subsection (3) of this section, the public body that received the communication or request, the federal agency involved in the communication or that made the request and a summary of the public body's response to the communication or request.

(b) The information contained on the website described in this subsection may not contain any personally identifiable information of the individuals involved in the communication or request, including of an individual targeted by federal immigration authorities, an individual who reported the communication or request, an individual who witnessed the communication or request or report of the communication or request or the family members of an individual described in this paragraph.

(c)(A) Information obtained by the commission under this subsection may be used only for statistical purposes and coordination with the sanctuary violation reporting mechanism established under section 4 of this 2021 Act.

(B) Information described in this subsection that may reveal the identity of an individual described in paragraph (b) of this subsection is exempt from disclosure under ORS 192.311 to 192.478.

(C) Pursuant to a request from the Department of Justice, the commission may release to the department information described in this subsection that is necessary to investigate a report made to the sanctuary violation reporting mechanism established under section 4 of this 2021 Act if the information is used to support an individual described in paragraph (b) of this subsection.

(d) Not later than July 1, 2022, and at least annually thereafter, the commission shall issue a report that summarizes the information reported to the commission and published on the website described in this subsection. The commission shall provide the report to the Governor, the Legislative Assembly, the district attorneys of this state, the Department of State Police, each law enforcement agency in this state and the Department of Public Safety Standards and Training.

(5) Any person may bring a civil action against a law enforcement agency or public body that violates subsection (1) of this section to enjoin the violation.

SECTION 4. (1) The Department of Justice shall establish a sanctuary violation reporting mechanism to receive reports of alleged violations of sections 2 and 3 of this 2021 Act and ORS 180.805 and 181A.820. The sanctuary violation reporting mechanism must include a staffed telephone hotline and an online system that allows for electronic reporting.

(2) The sanctuary violation reporting mechanism must:

(a) Be coordinated with the Oregon Criminal Justice Commission to develop a standardized intake process for reports made through the hotline or online system;

(b) Collect all data possible regarding agencies, personnel, locations and individuals involved with violations reported through the hotline or online system;

(c) Provide culturally competent assistance, referrals and resources to an individual targeted by a violation reported through the hotline or online system, and ensure that the assistance, referrals and resources are designed to reduce the effects of trauma and prevent further trauma; and

(d) Coordinate with local organizations and service providers to assist individuals targeted by violations reported through the hotline or online system and families of those individuals.

(3) The department, in coordination with the commission, shall publish and continually update, on a website operated by or on behalf of the department:

(a) The number of complaints received by the mechanism established under subsection (1) of this section; and

(b) An entry for each complaint, including the alleged violation, the federal agency implicated in the complaint and public bodies or agencies involved in the incident and the response of the public bodies and agencies.

(4) The information contained on the website described in subsection (3) of this section may not contain any personally identifiable information of the individuals involved in the incident on which the complaint is based.

(5) Information and data obtained under this section:

(a) May be used only for the purposes described in this section; and

(b) Is exempt from public disclosure under ORS 192.311 to 192.478 if the information may reveal the identity of an individual involved in an incident on which a complaint reported to the sanctuary violation reporting mechanism is based.

SECTION 5. (1) An individual may not be subject to civil arrest without a judicial warrant or judicial order when the individual is in a court facility.

(2) An individual who, in good faith, is attending a court proceeding in which the individual is a party or potential witness, or family or household member of a party or potential witness, may not be subject to civil arrest while going to, remaining at or returning from the court proceeding, unless the civil arrest is supported by a judicial warrant or judicial order that authorizes the civil arrest.

(3) Any person may bring a civil action against a law enforcement agency or public body that violates this section to enjoin the violation.

SECTION 6. (1) A public body, law enforcement agency or an officer of a law enforcement agency may not enter into or renew an agreement, contract, memorandum of understanding or other arrangement that authorizes the public body, law enforcement agency or officer to exercise federal immigration enforcement powers, including those powers specified in 8 U.S.C. 1357(g), or that otherwise permits the public body, law enforcement agency or officer to detain or house individuals for federal civil immigration violations.

(2) A public body or law enforcement agency may not enter into or renew an agreement, contract, memorandum of understanding or other arrangement under which the public body or law enforcement agency detains or houses individuals who are in the custody of a federal immigration authority for violations of federal immigration law.

(3) A person may not operate a private immigration detention facility within this state.

(4) Any person may bring a civil action against a law enforcement agency or public body that violates this section to enjoin the violation.

SECTION 7. Section 6 of this 2021 Act applies to agreements, contracts, memoranda of understanding or other arrangements entered into or renewed on or after the effective date of this 2021 Act.

SECTION 8. ORS 180.805 is amended to read:

180.805. (1) As used in this section:

(a) "Federal immigration authority" means the United States Department of Homeland Security, the United States Immigration and Customs Enforcement, the United States Citizenship and Immigration Services, the United States Customs and Border Protection or a successor agency, any other federal immigration agency or official, or any other entity to which a federal immigration agency delegates or assigns the authority to detect, investigate or enforce violations of immigration law.

(b) **“Information concerning a person’s citizenship or immigration status” means information about whether a person is a citizen of the United States or has lawful authority to be present in the United States, either through a visa, a green card or another official documentation. The term does not include information consisting of a person’s address, location, contact information, relatives, associates or other information that could lead to the detection or apprehension of the person.**

(c) **“Public body” has the meaning given that term in ORS 174.109.**

(d) **“Social media” has the meaning given that term in ORS 659A.330.**

[(1)] (2) Except as required by state or federal law, a public body may not disclose, for the purpose of enforcement of federal immigration laws, the following information concerning any person, whether current or otherwise:

(a) The person’s address;

(b) The person’s workplace or hours of work;

(c) The person’s school or school hours;

(d) The person’s contact information, including telephone number, electronic mail address or social media account information;

(e) The identity of known associates or relatives of the person;

(f) The date, time or location of the person’s hearings, proceedings or appointments with the public body that are not matters of public record; or

(g) Information described in paragraphs (a) through (f) of this subsection with respect to known relatives or associates of the person.

[(2)] (3) Except as required by state or federal law, or as necessary to determine eligibility for a benefit a person is seeking, a public body may not inquire about or request information concerning a person’s citizenship or immigration status.

[(3)(a)] (4)(a) If a public body collects information concerning a person’s citizenship or immigration status, the public body *[may]* **shall** decline to disclose the information unless disclosure is required by:

(A) State or federal law;

(B) A court order; or

(C) A warrant authorized by a court.

(b) Nothing in this subsection:

(A) Prevents a person from obtaining records about the person or the person’s dependents from a public body; or

(B) Authorizes a public body to withhold aggregated information that is not personally identifiable.

[(4)] (5) A public body shall, within six months of August 15, 2017, and every year thereafter, review the public body’s confidentiality policies to ensure that the public body treats information concerning a person’s citizenship or immigration status, and information described in subsection [(1)] (2) of this section, in a manner consistent with this section and ORS 180.810.

[(5) *Nothing in this section prohibits any public body from complying with a federal immigration authority as required by federal law.*]

[(6) *As used in this section:*]

[(a) *“Federal immigration authority” means the United States Department of Homeland Security, the United States Immigration and Customs Enforcement, the United States Citizenship and Immigration Services or a successor agency, any other federal immigration agency or official, or any other entity to which a federal immigration agency delegates or assigns the authority to detect, investigate or enforce violations of immigration law.*]

[(b) *“Information concerning a person’s citizenship or immigration status” means information about whether a person is a citizen of the United States or has lawful authority to be present in the United States, either through a visa, a green card or another official documentation. The term does not include information consisting of a person’s address, location, contact information, relatives, associates or other information that could lead to the detection or apprehension of the person.*]

[(c) "Public body" has the meaning given that term in ORS 174.109.]

[(d) "Social media" has the meaning given that term in ORS 659A.330.]

(6) Any person may bring a civil action against a law enforcement agency or public body that violates subsection (2) or (3) of this section to enjoin the violation.

SECTION 9. ORS 181A.820 is amended to read:

181A.820. (1) As used in this section:

(a) "Federal immigration authority" has the meaning given that term in ORS 180.805.

(b) "Warrant of arrest" has the meaning given that term in ORS 131.005.

[(1)] (2) [No] A law enforcement agency [of the State of Oregon or of any political subdivision of the state shall] may not use agency moneys, equipment or personnel for the purpose of detecting or apprehending persons [whose only violation of law is that they are persons of foreign citizenship present in the United States in violation of] for the purpose of enforcing federal immigration laws.

(3) A law enforcement agency may not enter into a formal or informal agreement with a federal immigration authority relating to the detention of a person described in subsection (2) of this section.

[(2)] (4) Notwithstanding subsection [(1)] (2) of this section, a law enforcement agency may exchange information with [United States Immigration and Customs Enforcement, United States Citizenship and Immigration Services and United States Customs and Border Protection] a federal immigration authority in order to[:]

[(a) Verify the immigration status of a person if the person is arrested for any criminal offense; or]

[(b)] request criminal investigation information with reference to persons named in records of [United States Immigration and Customs Enforcement, United States Citizenship and Immigration Services or United States Customs and Border Protection] the federal immigration authority.

[(3)] (5) Notwithstanding subsection [(1)] (2) of this section, a law enforcement agency may arrest any person who:

(a) Is charged by the United States with a criminal violation of federal immigration laws under Title II of the Immigration and Nationality Act or 18 U.S.C. 1015, 1422 to 1429 or 1505; and

(b) Is subject to arrest for the crime pursuant to a warrant of arrest issued by a federal magistrate.

(6) Any person may bring a civil action against a law enforcement agency that violates subsection (2) or (3) of this section to enjoin the violation.

[(4)] (7) For purposes of subsection [(1)] (2) or (3) of this section, the Bureau of Labor and Industries is not a law enforcement agency.

[(5) As used in this section, "warrant of arrest" has the meaning given that term in ORS 131.005.]

SECTION 10. In addition to and not in lieu of any other appropriation, there is appropriated to the Department of Justice, for the biennium beginning July 1, 2021, out of the General Fund, the amount of \$905,071, for the purposes of carrying out sections 3 and 4 of this 2021 Act.

SECTION 11. This 2021 Act being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist, and this 2021 Act takes effect on its passage.

Passed by House June 17, 2021

.....
Timothy G. Sekerak, Chief Clerk of House

.....
Tina Kotek, Speaker of House

Passed by Senate June 23, 2021

.....
Peter Courtney, President of Senate

Received by Governor:

.....M.,....., 2021

Approved:

.....M.,....., 2021

.....
Kate Brown, Governor

Filed in Office of Secretary of State:

.....M.,....., 2021

.....
Shemia Fagan, Secretary of State

Chapter 23.20 Sanctuary City

23.20.010 Definitions.

A. City entity means any bureau, office, program, employee, or contractor of the City.

B. City employee means any individual employed by the City in a position classified under the categories defined in City Code or Administrative Rule HRAR-3.03.

23.20.020 Intent.

A. The City recognizes and values the diverse contributions of all individuals and affirms its commitment to treating all persons with dignity and respect, regardless of race, color, national origin, immigration or refugee status, heritage, culture, religion, sex, gender identity or expression, sexual orientation, ability, age, or economic status.

City Council, in the interests of public and community safety, and in the lawful exercise of its authority and for the protection of all persons within its jurisdiction, confirms the City's commitment to safeguarding and supporting immigrant and refugee communities through binding municipal law.

23.20.030 Policy.

A. Consistent with state and federal law, the City prohibits the use of City resources to enforce federal immigration law.

- 1.** City facilities, property, moneys, equipment, technology or personnel may not be used for the purpose of investigating, detecting, apprehending, arresting, detaining or holding persons for the purpose of enforcing federal immigration laws.

- 2.** No City entity or law enforcement agency may enter into a formal or informal agreement with a federal immigration authority relating to the detention of a person for the purpose of enforcing federal immigration laws.

- 3.** Except when required by state or federal law, no City entity or law enforcement agency may collect, inquire into, or disclose information concerning an individual's immigration or citizenship status, country of birth,

or other personal information for the purpose of enforcing federal immigration laws.

4. The prohibitions and requirements set forth in this Chapter do not apply to the following:

- a.** When required by court order, or a warrant authorized by a court;
- b.** When disclosure is required by a judicial subpoena issued as part of a court proceeding or by another compulsory court-issued legal process;
- c.** When disclosure is required to effect the international extradition to this state and return of a person charged with or convicted of crimes in this state and for whom a warrant of arrest has been issued;
- d.** To the extent that the information is available to the general public and under the same terms and conditions as it is available to the general public;
- e.** When the information is necessary to advance an investigation into a violation of state or local criminal law;
- f.** When the information is submitted to a court of this state, whether orally or in writing, in connection with a proceeding in that court; or
- g.** When the information is necessary to determine the individual's eligibility for a benefit the individual is seeking.

B. All City staff are required to participate in ongoing training on the City's sanctuary policies. The content of this training will align with federal law, state law, and Portland City Code.

1. Training will include, at a minimum:

- a.** Sanctuary City Code provisions and City policies;
- b.** The distinction between administrative warrants and judicial warrants;
- c.** The difference between and importance of public and nonpublic spaces, including authorized access to City spaces and facilities;

- d. Guidance on responding to inquiries or actions by a federal immigration authority, including requests for information regarding City employees or residents and visitors and attempts to access City property or City-sponsored meetings;
 - e. The process for rapidly contacting the appropriate City official in urgent situations; and
 - f. Training specific to supervisory responsibilities.
2. The training may also include, but is not limited to:
 - a. Information on how and where employees can access relevant City resources and additional learning materials;
 - b. Resources for City employees directly affected by federal immigration authority enforcement action; and
 - c. Protocols for supervisors on responding if employees are detained, as well as guidance on compassionate leadership and support for employees.
3. The training will be reviewed no less than annually and may be reviewed more frequently as necessary. Revisions will incorporate emerging best practices, newly enacted laws, updated protocols, and relevant resources. Updates will be informed by feedback from Employee Resource Group representatives, relevant and representative bureaus, equity and language subject matter experts, labor union representatives, immigration rights organizations, faith leaders, community leaders, nonprofits, educational institutions and additional community partners.

C. City-owned and leased spaces and buildings will display visible signage identifying entry requirements for the public and visitors and the specific areas which are public spaces and all areas that are not.

- 1.** Signage will be in accordance with best practices for language access and plain language, and recommendations of Employee Resource Groups, equity and subject matter experts on immigrant affairs and rights.
- 2.** Signage will include companion resources to explain the signage and contain additional resources and contacts. Companion resources will be

based on best practices for language access and plain language, Sanctuary City trainings, and content should be in accordance with immigrant rights organization recommendations.

3. Signage policies and resources will be updated regularly and informed by experts, City Attorney advice, Employee Resource Groups and community leaders in language access, equity, immigrant affairs and rights, and additional relevant subject matters.

D. Immigrant affairs tracking evaluation and reporting.

The City will regularly review their existing programs and services to identify ways to comply with this Code Section, and implement best practices and policies for staff and communities impacted by immigration.

1. Every City bureau and office will provide the following information to Council at least quarterly:

- a.** Employee training completion rates;
- b.** Federal enforcement activity on City property and facilities; and
- c.** Known violations of the Sanctuary Promise Act by City employees.

2. The City will also provide an annual report to Council summarizing Freedom of Information Act requests, immigration enforcement communication, requests, and activities and a detailed description of the City's response.

3. The City will provide a report at least annually to Council. The report will be combined and coordinated. It will include the following:

- a.** An evaluation of training on City's sanctuary policies; and
- b.** Compliance with City's sanctuary policies; and
- c.** Information on sanctuary-related policies and procedures in similar local jurisdictions.
- d.** Renewal and evaluation will be informed by feedback from Employee Resource Group representatives, relevant and representative bureaus, equity and language subject matter experts, labor union representatives, immigration rights

organizations, faith leaders, community leaders, non-profits, educational institutions and additional community partners.

23.20.040 Exceptions.

A. The prohibitions set forth in this Chapter do not apply to the arrest by Portland Police Bureau of individuals who have been formally charged by the United States with a criminal offense under federal immigration law, as specified in Title II of the Immigration and Nationality Act or under 18 U.S.C. §§ 1015, 1422–1429, or 1505, and who are subject to arrest for the crime pursuant to a judicial warrant of arrest issued by a federal magistrate.

B. The Portland Police Bureau will include in its annual report to the City Council a section that details all instances in which receives communication or request from a federal agency that relates to immigration enforcement, including exception applied in Subsection 23.20.030 A.4 above. The report will include details about the basis for the exception for each instance, including the justification for each instance. Additionally, each instance will be reported with the legally disclosable information for the name and title of the official who authorized the action, a comprehensive description of the action taken, and the identities and roles of any federal agents involved.

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jess VanderZanden, City Manager

MEETING DATE: January 12, 2026

PROJECT TEAM: Mariah Woods, City Recorder

SUBJECT TITLE: Annual Election of City Council President

ACTION REQUESTED: ☐ Ordinance ☐ Order ☒ Resolution ☐ Action

BACKGROUND

Pursuant to City Charter, §9, and the Council Rules of Procedure, §4.2, the Council must elect a President from its membership at the first meeting of each year. The President acts as Mayor pro-tem in instances where the Mayor is unable to perform the duties of the office and presides over meetings in the Mayor's absence. Per Council Rule 4.2, no Councilor may serve more than two consecutive years as Council President. Councilor Mariana Valenzuela is currently the Council President and has been in the position for one year. All currently elected Councilors are eligible to serve as Council President at this time.

NOMINATION AND ELECTION PROCESS

Per Council Rules Section 2.4, the election process must follow Robert's Rules of Order. Under Robert's Rules of Order, the following nomination and election process applies:

1. The Presiding Officer announces the opening of nominations at the appointed time.
2. Recognition by the Presiding Officer is not required to make a nomination, but is required in order to give a nominating speech.
3. Each Councilor may nominate themselves or a fellow Councilor; no second or vote is required.
4. If nominated by another Councilmember, Councilors shall state whether they accept or decline.
5. If accepted, the nomination is added to the attached ballot.
6. When no further nominations are offered, the Presiding Officer closes nominations.

Once the nominations are closed, staff will list all nominees on the ballot and present the ballot on the virtual screen for everyone to see. Each Councilmember will write their vote on a ballot provided for the purpose, which the City Recorder will then collect. Councilmembers may vote for only one Councilor listed on the ballot.

If there is only one nominee, a ballot is not necessary, and the Presiding Officer may request a motion to approve the attached resolution by voice vote. Nominations may be re-opened at any time after their closure with a majority vote to do so following standard voting procedures.

The results of the vote will be tabulated by the City Recorder on the sample ballot and then displayed on the screen. This is not a secret ballot, and each member's vote will be displayed as part of the result. Balloting must continue until a candidate receives a majority vote. All nominees remain on the ballot unless a nominee withdraws voluntarily. The Councilor with a majority vote will be placed into the attached resolution for Council approval.

SUGGESTED MOTION

The resolution includes a blank to fill in the elected Council President's name. In order to adopt the resolution and formally fill in the blank, staff recommends the following motion:

"I move to approve Resolution No. 2026-02, electing _____ as City Council President."

The motion must be seconded and then voted on.

ATTACHMENT

- Resolution Electing City Council President
- Ballot for City Council President

RESOLUTION NO. 2026-02

RESOLUTION ELECTING CITY COUNCIL PRESIDENT

WHEREAS, pursuant to City Charter, Section 9, and the Council Rules of Procedure, Section 4.2, the Council must elect a President from its membership; and

WHEREAS, the Council President presides in the absence of the Mayor and acts as Mayor pro tem when the Mayor is unable to perform the duties of the office.

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

Section 1. That _____ is hereby elected as Council President.

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

PRESENTED AND PASSED this 12th day of January, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 12th day of January, 2026.

Malynda H. Wenzl, Mayor

	Falconer	Gustafson	Marshall	Martinez	Schimmel	Valenzuela	Wenzl	
<i>Nominees:</i>								<i>TOTAL VOTES</i>
1)								
2)								
3)								
4)								
5)								
6)								

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: January 12, 2026

PROJECT TEAM: Ashley Driscoll, City Attorney
Brenda Camilli, Human Resources Director

SUBJECT TITLE: Resolution Authorizing Execution of the Labor Agreement between the City of Forest Grove and the Forest Grove Police Association (FGPA), Effective July 1, 2025 through June 30, 2028

ACTION REQUESTED: ☐ Ordinance ☐ Order ☒ Resolution ☐ Motion ☐ Informational

2040 VISION PLAN

Community Growth Goal: We envision a well-connected, safe, and environmentally sustainable community...with strong public safety-creating a vibrant, accessible, and climate-conscious community for all.

BACKGROUND

The current labor agreement between the City of Forest Grove and the Forest Grove Police Association expired June 30, 2025. The parties have reached tentative agreement on a collective bargaining agreement (Agreement), which is attached as Exhibit A. It has been ratified by the Forest Grove Police Association members and needs Council approval prior to becoming effective. Changes were made to 24 articles and one new article was added to the Agreement. The substantive collective bargaining agreement modifications are as follows:

- Three-year agreement.
- Wage increases of four percent (4%) for all classifications covered within the agreement on July 1 of each year of the contract. Additionally, one-time market spot adjustments were agreed upon effective July 1, 2025 for the following positions: Sergeant: three percent (3%), Code Enforcement Officer: three percent (3%), and Property and Evidence Specialist: two percent (2%).
- The service recognition/retention VEBA program was extended to non-sworn employees with the following provisions: monetary “credits” for each year of service that is payable in a lump sum by the City into the employee’s VEBA account upon completion of 5 and 10 years of service (\$500 per year up to year 5 and \$1,000 per year up to year 10). The VEBA credits and cash payments are

forfeited if the employee leaves the City's employment before they reach the specified years of service for the benefit. A \$1,000 contribution is made to the employee's VEBA account for each year of service after 10 years on the employee's anniversary date. The additional 40 hours of vacation at five years of services and \$2,500 retention bonuses at 5 and 10 years of service provided to sworn officers was not included, but a one-time \$1,000 retention bonus was agreed upon for non-sworn employees upon ratification of the collective bargaining agreement.

- Incentive and Premium Pay: (1) The six-level incentive pay table for education / DPPST certification was restructured from a combination of education and certification to a simple percentage based on DPSST certification, which takes education levels into account. (2) The Bi-lingual Pay Premium remained the same, however, it was removed from the 14% incentive and premium cap, enabling bi-lingual speaking officers to participate more fully in special assignments, e.g., Field Training Officer or Detective, without financial penalty.

FISCAL IMPACT

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

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution 2026-003 authorizing the City Manager to execute the collective bargaining agreement outlined in Exhibit A made between the parties for the term July 1, 2025 through June 30, 2028.

ATTACHMENT/S:

- Resolution 2026-03
- Exhibit A: Collective Bargaining Agreement between the City of Forest Grove and the Forest Grove Police Association.

RESOLUTION NO. 2026-03

**RESOLUTION AUTHORIZING EXECUTION OF A
LABOR AGREEMENT BETWEEN THE CITY OF FOREST GROVE
AND FOREST GROVE POLICE ASSOCIATION (FGPA)
EFFECTIVE JULY 1, 2025 AND EXPIRING JUNE 30, 2028**

WHEREAS, representatives of the City of Forest Grove and Forest Grove Police Association (FGPA) have met in good faith and negotiated a labor agreement between both parties effective July 1, 2025, through June 30, 2028; 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 FGPA.

Section 2. That the compensation plan contained in this agreement is approved, effective July 1, 2025, and expiring June 30, 2028.

Section 3. That the fringe benefits contained in this agreement are approved, effective July 1, 2025, and expiring June 30, 2028.

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

PRESENTED AND PASSED this 12th day of January, 2026.

Mariah Woods, City Recorder

APPROVED by the Mayor this 12th day of January, 2026.

Malynda Wenzl, Mayor

AGREEMENT
BETWEEN THE
CITY OF FOREST GROVE, OREGON
AND
FOREST GROVE POLICE ASSOCIATION
JULY 1, 2025 TO JUNE 30, 2028

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PREAMBLE

This Agreement entered into by the City of Forest Grove, Oregon, hereinafter referred to as the "City," and the Forest Grove Police Association, hereinafter called the "Association," made and entered into for the purpose of fixing the wage scale, schedule of hours, employee relations as defined by statute and conditions of employment affecting members of the bargaining unit.

ARTICLE 1 - RECOGNITION

1.1 The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all regular employees to include the following positions;

- Sworn Sergeants
- Sworn Police Officers
- Property and Evidence Specialist
- Code Enforcement Officer
- Community Outreach Specialist
- Records Specialists I and II

of the Forest Grove Police Department, excluding supervisory, confidential, managerial, and temporary employees. For the purpose of this Agreement, sworn shall be defined as police sergeants and police officers. A regular part-time employee shall be defined as one who is regularly scheduled to work twenty (20) or more hours of work in a workweek, but less than full-time. A regular full-time employee shall be one who is regularly scheduled to work forty (40) hours of work in a workweek. Part-time employees shall earn sick, vacation, and holiday hours on a pro-rated basis. Maximum accruals shall also be pro-rated.

1.2 The City shall notify the Association of its decision to change any of the bargaining unit classifications. If the successor classification is not significantly altered or changed from the existing classification, the new classification shall be automatically recognized as part of this Agreement.

1.3 New classes may be developed within the Police Department by the City and a wage scale assigned thereto. The City shall forward a new class and wage scale to the Association for their review of the wage scale. Within ten (10) days, the Association may request to bargain on the wage scale; but in any event, the City shall not be barred from implementing the position or positions during the term of negotiations. Once initiated, these negotiations shall be done per ORS 243.698 et seq.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 It is understood and agreed that the City possesses the sole right to conduct the City's business and carry out its obligations and that all management rights repose in it, but that such rights are subject to such conditions, requirements and limitations as may be applicable under law, and must be exercised consistently with the provisions of this Agreement. The power or authority which the City has not officially abridged, delegated or modified by this Agreement is retained by the City.

2.2 Excluding those rights which are superseded by this Agreement, management shall enjoy, but not be limited to, the following rights:

- A. To utilize personnel, methods, and procedures and means in the most appropriate and efficient manner possible.
- B. To manage and direct the employees of the Police Department, to enforce Department rules, regulations, procedures, and guidelines; and to assess employees' job performance.
- C. To hire, schedule, promote, transfer, assign, train or retrain employees in positions within the Police Department.
- D. To suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. Scheduling of disciplinary days off will be at the convenience of Department operations. The City has the right to discharge probationary employees for any reason without recourse to the grievance procedures of this Agreement.
- E. To determine the size and composition of the work force and to lay off employees.
- F. To determine the mission of the City and the methods and means necessary to efficiently fulfill the mission, including: transfer, alteration, curtailment, addition or discontinuance of any services; establishment of acceptable standards of job performance and qualifications; and purchase and utilization of equipment.
- G. The City has the right to schedule overtime as required in the manner most advantageous to the City and consistent with the requirements of municipal employment in the public interest.
- H. The City retains the right to establish job descriptions, work rules and rules of conduct.
- I. The exercise of management rights, except where abridged by specific provisions of this Agreement, are not subject to challenge by the grievance procedure.
- J. The City shall have the right to take any and all actions necessary in the event of an emergency. An emergency is an unexpected event demanding immediate action which must be declared by management.

2.3 The parties recognize the City may need to make operational changes in areas not covered by the above management responsibilities. In the event the City desires to make a change in a mandatory subject of bargaining, for which bargaining is mandated by the Public Employee's Collective Bargaining Act, the City shall give the Association at least fourteen (14) days notice of the desired change in writing. The Association may request bargaining of the issue, and the City thereafter will meet with the Association in an effort to resolve the issue. Should resolution not be achieved, either party may request the assistance of an ERB mediator. If mediation is unsuccessful within thirty (30) days after a mediator is assigned, the issue will be taken expeditiously to interest arbitration if arbitrable.

2.4 Nothing in this Article shall have the effect of nullifying agreements entered into under other sections of this Agreement, provided that management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 22. It is further agreed that the City retains all rights, powers, and privileges not expressly specified in this section.

ARTICLE 3 - EMPLOYEE RIGHTS

3.1 It is recognized that employees have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on matters of employee relations. Employees covered by this Agreement also shall have the right to refuse to join the activities of the Association or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Association because of their exercise of these rights.

3.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, family status, domestic partnership, sex, gender identity, gender expression, race, color, national origin, age, religion, pregnancy, ancestry, veteran's status, sexual orientation, Association affiliation or political affiliation or other protected status or activity in accordance with applicable state and/or federal law. Discrimination on the basis of relationship or mental or physical disability are prohibited except in the instance of valid occupational qualification and under the provisions of the Americans with Disabilities Act.

3.3 All references to employees in this Agreement designate all gender identities and, whenever gender is used, it shall be construed to include all employees.

3.4 Alleged violations of this Article 3, that are not tied to other CBA violations shall not be processed through Article 22, Grievance procedure as other individual State and/or Federal law processes are available to the individual employee. For examples, neither the employee nor the Association may file a stand-alone grievance with an allegation that an individual employee has been treated differently based on membership in a protected class in violation of Article 3.

ARTICLE 4 - PEACEFUL PERFORMANCE OF CITY SERVICE

4.1 During the term of this Agreement, there shall be no strike, slowdown or recognition of any picket line while in the performance of official duties. For purposes of this section, "strike" means an employee's conduct in concerted action and includes failing to report for duty, or stoppage of work, or deviation in whole or in part from the regular, ordinary and/or consistent, full, faithful, and proper performance of duties of employment, for the purpose of inducing or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment. The Association agrees to inform its members of their obligations under this Agreement and to direct them to attend to and fully perform duties as City employees.

4.2 In the event of a violation of this Article by the Association or employees in the bargaining unit, the City may, discipline any employee involved in such activity. Nothing herein shall preclude recourse by the City to such other legal or equitable remedies as may be available.

ARTICLE 5 - ASSOCIATION SECURITY AND RIGHTS

5.1 Membership or non-membership in the Association shall be the individual choice of the employees covered by this Agreement. Any Employee who is a member of the Association or who has applied for membership shall sign and deliver to the Association, who shall forward to the City, an original assignment authorizing and consenting to the deduction of dues, fees, costs, charges, and assessments for membership in the Association. Such authorization shall continue in effect from year to year unless revoked or changed in writing with thirty (30) days' notice to the Association and City. Employees who are not members of the Association may make voluntary payments to the Association by means of payroll deduction by providing written consent to the City. Such payment amounts are those authorized by the employee.

5.1.1 The City and Association agree that the Association is the sole and exclusive representative of employees covered by the Agreement. The parties agree that only the Association, on behalf of an employee and the Association, shall be allowed to represent and/or designate a representative to assist or act on behalf of a represented employee covered by this Agreement, regardless of whether the employee is a member or non-member of the Association. Costs and fees assessed by the Association for representation of a non-member are between the Association and the non-member.

5.2 The City shall not be held liable for checkoff errors, but shall make proper adjustments with the employee and the Association for errors as soon as practicable and upon notification from the Association. The Association agrees that it will indemnify, defend and save the City harmless from all suits, actions, and claims against the City or persons acting on behalf of the City whether for damages, compensation or any combination thereof, arising out of the City's faithful compliance with the terms of this Article. In the event any determination is made by the highest court having jurisdiction that this Article is invalid, the Association shall be solely responsible for any reimbursement to affected employees. The amounts to be deducted shall be certified to the City by the Treasurer of the Association as needed.

5.3 The City agrees to continue to furnish bulletin board space for Association use of at least 22 inches by 36 inches in dimension in an unobstructed place to be used and maintained by the Association and restricted to Association business and training or education or announcements. The Association shall limit its posting of notices and bulletins to such bulletin board. The Association shall periodically clear the board of outdated material and shall restrict posting to matters of Association business, which are of a non-inflammatory nature.

5.4 The City shall notify the Association of all new hires within the bargaining unit within ten (10) calendar days of their having been employed, furnishing the Association with the new employee's name, personal email, phone number, mailing address and position for which the employee was hired and the employee's salary step if the applicable information is in the City's records.

Within the first thirty (30) calendar days of hire the Association shall have access to all newly hired employees for a period of at least thirty (30) minutes but no more than one hundred and twenty (120) minutes for Association orientation.

5.5 Use of the City's E-Mail System

a. The parties recognize that the City's email system is the sole property of the City. This resource is provided or assigned to employees to facilitate the orderly and efficient conduct of the public's business. Permitted email uses constitute public business in conducting labor relations activity. In general, all such communications may be subject to disclosure, and the parties recognize that the City does not have an obligation to assert any exceptions or exemptions from disclosure as to public records that happen to contain information relating to Association activity by City employees. The parties recognize that the City may review all City emails in the City system at any time.

b. Certified Association Officers may use the City's email system to conduct labor relations business for the limited purposes of:

- i. Notifying Association members of meetings and scheduling meetings (date, time, place and agenda); and/or
- ii. Scheduling meetings among Association Officers (date, time, place and agenda); and/or
- iii. Filing official correspondence with the City (i.e., grievance documents, demand to bargain notices), provided however that timelines for grievance responses shall run from receipt (the date an email is sent); and/or
- iv. Communication between the Association attorney, Certified Association Officers and City Officials.

Such City email communications shall be specifically identified in the Subject Line as Labor Relations Business in addition to any other topic.

c. The City retains control over the City email system and may restrict or revoke permission to use the City email for labor relations purposes at any time after meeting and discussing such decision and the City's reasons. Association officers and members will keep on duty use of email for labor relations purposes (sending/reading) to a minimum.

d. The parties recognize that misuse of the City's email system is considered a violation of policy and the parties agree that any violation of this limited exception for the use of the City's email system may result in discipline, up to and including termination.

e. From time-to-time, the Association will certify to the City's HR Manager or designee and the Chief of Police or designee an up-to-date list of Association Officers.

5.7 Special conferences for important matters (i.e. OIS, Labor Relations or Professional Standards trainings) may be arranged between Association President and the City upon mutual written agreement of the parties. Such mutual written agreements meetings, at the sole discretion of the Chief, may include the agreement that the Association members attending these types of training

shall not lose time or pay for the time spent in such conferences; or alternatively may be granted leave to attend using the attending any of the Association member's own leave(s).

5.8 The City agrees to make the City Personnel Policies Manual, other policies and procedures (by request) and this agreement electronically available to all employee represented by the Association and to Association representatives.

ARTICLE 6 - HOURS OF WORK

6.1 Solely at the discretion of the Chief or designee the Department may implement a work schedule consisting of any of the following:

1. Four (4) consecutive ten (10) hour shifts followed by three (3) consecutive days off during a workweek consisting of seven (7) days, or,
2. Five (5) consecutive eight (8) hour shifts followed by two (2) consecutive days of during a workweek consisting of seven (7) days, or
3. Five (5) consecutive nine (9) hour shifts followed by two (2) consecutive days off and three (3) consecutive nine (9) hour shifts plus one (1) eight (8) hour shift followed by three (3) consecutive days off during a normal fourteen (14) day, eighty (80) hour work period. This schedule shall be known as the 9-80 work schedule.

Shift rotations shall be implemented within two (2) consecutive work weeks, during which time an employee shall work no more than eighty (80) hours and five (5) consecutive days or four (4) consecutive days, depending on schedule without one (1) day off.

6.2 The regular hours of each workday shall be consecutive with interruptions for rest periods and lunch periods. The workday shall commence at the start of the employee's scheduled shift and continue for twenty-four (24) hours. Employees shall be scheduled a minimum of ten (10) hours off between regularly scheduled shifts.

6.3 Each employee shall be scheduled to work on a regular shift. Each employee shall have regular starting and quitting times.

6.4 Work schedules showing employee's workday and hours shall be posted on the Department bulletin board. Schedule changes that are not requested by an employee shall be made only after other options are evaluated. Except for emergency situations and for the duration of the emergency, any changes in work schedules shall be posted a minimum of ten (10) days prior to the effective date of the change. An "emergency" is an unexpected event demanding immediate action, which must be declared by management. Work schedule changes, resulting from employee attendance in training courses, shall require forty-eight (48) hour written notification to the affected employees. Schedule changes for the convenience of the employee, by mutual agreement or after other options are evaluated, shall not be subject to the written notification requirements set forth above.

Employees who are undergoing FTEP are exempt from the scheduling notification requirements set forth in this Article and may be reassigned by the City with a minimum of three (3) calendar days written notice in order to accommodate the efficient and effective completion of their training. Individual employees may voluntarily waive the three (3) calendar days written notice requirement at the City's request.

6.5 Rest periods of fifteen (15) minutes shall be provided when practicable for all employees during each half shift which shall be scheduled by the City in accordance with the operating requirements of each employee's duties and shall be considered on-duty time.

6.6 All employees shall be granted a thirty (30) minute meal period during each work shift to the extent consistent with operating requirements of the Department. Each meal period shall be

scheduled in the middle of the work shift or as near thereto as possible when practical. When an employee is being paid during their meal period the employee remains subject to call.

6.7 Travel to and from work, whether in a personal or City vehicle, shall not constitute hours worked unless the employee is otherwise on duty.

6.8 Employees in the same classification may trade shifts subject to the advance written approval of the affected shift supervisors(s). Prior to requesting approval for a shift trade, probationary employees must have completed all DPSST mandated training, including FTET. Trades are at the sole option of the employees who shall be solely responsible to reciprocate the trade. The City shall not record hours worked on a trade; both employees records of hours of work shall be maintained as if each employee worked the regular hours assigned, and shall be paid accordingly. Employees in the same Division (Operations, Investigations, Administration) may trade shifts with another employee outside of their job classification subject to the advance written approval of the affected shift supervisor(s).

6.9 Community Outreach Specialist shall not be subject to the scheduling restrictions provided for in this Article. The parties agree to continue their current practice of flexible scheduling of this position.

6.10 Safety Release. An employee who is required by the City to work fifteen (15) or more hours in any twenty-four (24) hour period of time and who is scheduled to work a shift in the next twenty-four (24) hour period of time shall be guaranteed at least nine (9) hours off before being required to return to active duty status. The Police Chief retains the authority to suspend this provision upon declaring a public safety emergency.

ARTICLE 7 – OVERTIME

7.1 The City shall have the right to assign overtime work as required in a manner consistent with the requirements of the Police Department. Employees required to work beyond forty (40) hours per work week, or eight (8) hours on any work day for employees on a five (5) day/eight (8) hour schedule, or ten (10) hours on any work day for employees on a four (4) day/ten (10) hour schedule, shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay in either cash or compensatory time. Employees required to work beyond eighty (80) hours during a fourteen (14) day work period, or more than nine (9) hours on a normally scheduled nine (9) hour shift, or more than eight (8) hours on a normally scheduled eight (8) hour shift while on a nine (9) hour schedule, shall be compensated at the rate of one and one-half (1.5) times their regular rate of pay in either cash or compensatory time. Hours which would have been considered overtime under the previous sentences, but which occur due to a flex schedule which has been mutually agreed by the employee and supervisor, shall not be subject to the daily overtime provisions.

Under no condition shall such compensation be received twice for the same hours. Management will notify the Association of overtime needs of the Department and the Association will be responsible for filling the overtime needs of the Department.

7.1.1 When an employee's attendance is required or mandated for a work related event or assignment that occurs during their regular scheduled work hours (regular scheduled work hours is defined as the employee's work days and work hours derived from the most recent shift bidding process) and the employee has requested time off; the following procedure will be followed:

- Notice of required or mandated attendance prior to time off request:
Time off request may be denied.

- Notice of required or mandated attendance after time off request is approved:
If the start time for the required or mandated event occurs during the employee's regularly scheduled work hours and the employee has scheduled and approved time off, the employee time off account will be credited for the hours worked and will be compensated at a rate of time and one half (1.5) in accordance with the call back requirements set forth in section 7.4.

7.2 Employees shall be allowed to accrue compensatory time to a maximum of sixty (60) hours and such accrual may continue as long as the employees' accrual is below the maximum. Compensatory time-off must be scheduled with the approval of the supervisor. Overtime in excess of sixty (60) hours shall be paid on the next regularly scheduled paycheck.

7.3 Overtime shall be computed to the nearest one-quarter (1/4) hour. For purposes of compensating authorized off-duty communications to an employee, cumulative work performed in excess of seven and one half (7.5) minutes within an eight (8) hour period will be rounded up in fifteen (15) minute increments at the employee's overtime rate of pay. Off duty communications to an employee of less than seven and one half (7.5) minutes are not compensable.

7.4 Employees called back to work shall be compensated at a rate of time and one-half (1.5) for a minimum of four (4) hours. This section only applies when call back results in hours worked which do not fall within two (2) hours before or after the beginning or end of the workday which shall be treated as a shift extension and not as a call back, in which case the extra hours will be paid at the employee's regular overtime rate of pay. More than one (1) court appearance scheduled within the

applicable minimum shall be considered a single call back under this section. Any work performed beyond the minimum shall be applied as added time. If a subsequent call back is scheduled with more than the applicable call back interval, it shall be applied as a separate call back.

7.4.1 If an off-duty employee receives a phone call or text message or communication from a supervisor or an employee at the direction of a supervisor that is related to the employee's work, the employee shall be compensated with fifteen (15) minutes of overtime per phone call, so long as the phone calls are not within fifteen (15) minutes of each other. If a phone call or the communication lasts longer than fifteen (15) minutes, the employee shall be compensated in overtime to the nearest fifteen (15) minutes, rounded up. This obligation does not apply to employees being called:

- A. To check the availability for a call-out or shift coverage;
- B. To be notified of a subpoena or subpoena cancellation; or
- C. To leave a phone message, unless an employee is directed to return the phone call; or
- D. To discuss an employee's remedial work, such as items the employee failed to return to work or leave at work, or work the employee failed to complete before leaving work.
- E. For other similar de minimis communications of less than seven and one half (7.5) minutes.

7.4.2 If an employee is called back to work to address work the employee failed to perform the employee will be compensated at the applicable hourly rate with a minimum of one (1) hour due to the employee. Under no circumstances shall compensation under this Article be received twice for the same time.

7.5 When an employee is authorized to attend school or training course not required by the City on the employee's regularly scheduled day(s) off such attendance will be considered hours worked and will be compensated if attendance was required by the City. If the employee volunteers to attend and so requests in writing, and the City and the employee mutually agree to arrangements related to representation, expense reimbursement, accounting for the time involved, and shift coverage, the employee will be paid wages and/or reimbursed as agreed by the City and the employee. Such agreement must be in writing with a copy provided to the Association President or designee. The employee will be compensated at the appropriate regular or overtime rate of pay for training activities, including travel time, as required by the FLSA.

7.6 Requests for overtime compensation shall be submitted to the employee's supervisor within seventy-two (72) hours of the overtime being worked.

ARTICLE 8 - SICK LEAVE

8.1 Sick leave, Paid Leave Oregon, Oregon Sick Leave laws and family medical leave shall be governed by City policies unless an explicit term of this Agreement is inconsistent. Employees shall accumulate eight (8) hours of sick leave per month, beginning with the date of employment and prorated for partial months worked. Accrued sick leave shall not exceed fourteen hundred (1400) hours.

8.1.1 Lateral Sworn Officer Sick Leave – A newly hired lateral sworn officer shall receive a forty (40) hour sick leave bank effective the first day of employment with the City. For the purposes of this benefit a lateral officer is defined as an individual who is currently or has been a sworn police officer within the past three (3) years at the time of appointment and who is also currently certified as a police officer in good standing who has completed a certified basic police academy and field training evaluation training program as a police officer in a government agency (municipality, county, state, tribal or federal agency).

8.2 Employees may utilize their accrued sick leave when unable to perform work duties by reason of illness, injury, disability or necessity for medical, health, or dental care. Employees may utilize their accrued sick leave by reason of illness or injury in the employee's immediate family when the employee's attendance is required. The definition of "immediate family" for this article shall be consistent with ORS 659A.150 and/or other applicable law.

8.3 An employee unable to report for work due to illness or injury, shall notify the on-duty supervisor of the absence at least two (2) hours prior to the employee's reporting time. When an employee cannot be reasonably expected to know the illness or injury exists two (2) hours prior to the scheduled reporting time, the on-duty supervisor must be notified as soon as practicable.

8.4 Employees may be required after three (3) consecutive days of sick leave usage to furnish a certificate issued by health care provider (HCP), as the term is defined in ORS 653.256 and/or other applicable law, or other satisfactory evidence of the illness or injury. If the employee's sick leave usage warrants possible discipline or corrective action or the employee has been disciplined, a supervisor may require a HCP's certificate for less than three (3) days' absence. The City will reimburse the employee co-payments, co-insurance, deductions or other payment to the HCP or other expenses incurred as a direct result of the application of this provision which will result in no cost to the employee.

8.5 Proven abuse of sick leave shall be grounds for disciplinary action.

8.6 The City will comply with federal and Oregon family leave laws and Paid Leave Oregon. Paid leaves of absence permitted under this Agreement shall run concurrently with statutorily protected family leaves, which are defined by federal and Oregon law, and explained fully in City personnel policy. For parental leave the employee may designate the order in which the leave banks are used.

8.7 Unused sick leave is applied as a credit as part of the City's Defined Benefit retirement plan. For employees covered by Oregon Public Retirement System (PERS), sick leave conversion will be in accordance with PERS rules. Refer to Article 13 relating to Retirement.

8.9 Donated Leave: Employees who are members of the Association may request donated leave

to cover absences from work that meet the criteria outlined in this Article.

1. Employee must be a member of the FGPA to request, receive, or donate leave under this Article.
2. In order to request donated leave the employee must not be eligible for the City's donated leave program outlined in the Sick Leave section, currently Section 9.2, of the City of Forest Grove's Employee Handbook.
3. The reason for the request for donated leave must meet the requirement of a "serious medical condition" that is certified in writing by a physician. "Serious medical condition" for the purposes of this article shall be defined as the employee being unable to perform the duties of their job, or that a member of the employee's immediate family requires the employee's attendance and care due to a serious medical condition. The attending physician must also estimate the time the employee will be away from work.
4. "Immediate family" will be defined as outlined in the current Collective Bargaining Agreement, Article 8.2.
5. Employee may apply for donated leave if the employee has less than one hundred (100) hours of total paid leave accrued remaining; but must exhaust all of their own paid leave prior to receiving any donated leave.
6. Only accrued vacation leave, holiday leave and/or compensatory time may be donated to another employee.
7. All donations of leave must be voluntary.
8. All other provisions will be the same as outlined in the Donated Leave Policy in Section 9.2, Sick Leave, of the current City of Forest Grove Employee Handbook.

ARTICLE 9 - ON-THE-JOB INJURY

9.1 Employees who are injured or who become ill due to the performance of duty shall report such injury or illness to an on-duty supervisor as soon as practicable, but normally no later than the end of the employee's work shift.

9.2 Employees who sustain an injury or illness compensable by Worker's Compensation and who are unable to perform their normal duties as a result of such injury, illness or accident will be compensated by the City's insurance carrier for the period of time loss. The City will pay the difference between the employee's regular salary net after taxes and the compensation benefits for lost time for a period of 90 days following the injury or illness.

9.3 If an employee is off work beyond 90 days as a result of a work injury or illness, accrued days of sick leave may be used on a pro rata basis to supplement the employee's insured disability income until such leave is exhausted. Such supplement shall not exceed the amount of an employee's regular net base pay while in active status. An employee may request in writing at the time of notifying the Department that the employee is taking leave and that the employee does not want the leave charged against the employee's accrued sick leave. In this event, the leave shall not be paid by the City.

9.4 The employee may use their accrued compensatory time, holiday credits and vacation credits after the use of any accumulated sick leave. Health care progress reports may be required prior to approval of such payments.

9.5 It is in the mutual interest of the parties to return an injured or ill employee to work as soon as practicable. The City may provide limited duty assignments for injured or ill employees, to the extent consistent with the operating requirements of the City. With the concurrence of the employee's HCP, when a limited duty assignment is made available to an employee, the employee shall return to work in the limited duty assignment until such time as the employee is released for normal duties. In no instance will a limited duty assignment extend beyond sixty (60) days without the express approval of the Chief or designee.

ARTICLE 10 - LEAVE OF ABSENCE

10.1 In the event of the death of a member of an employee's immediate family (spouse, same sex domestic partner, parent, child) or household, including grandchildren, grandparents, brothers, sisters, and parent in-laws, the Police Chief may grant leave with pay, not to exceed one (1) work week, to provide sufficient time to make funeral arrangements if necessary and to attend the funeral. Leave with pay of up to four (4) hours may be granted when an employee serves as a pallbearer.

10.2 Oregon Family Leave Act (OFLA) BEREAVEMENT LEAVE and Oregon Sick Leave and Paid Leave Oregon. Employees may request additional time off (up to 2 weeks in total) as allowed by the state OFLA, Oregon Sick Leave and Paid Leave Oregon provisions. Bereavement Leave taken under the provisions of Section 10.1 and this Section, 10.2, will be combined and credited against the employee's annual family leave entitlement per state and/or federal law. All of the rules for requesting, accounting for and accruing OFLA, FMLA, PLO and/or Oregon Sick leave as incorporated into the City of Forest Grove Employee Handbook will apply.

10.3 When an employee is called for jury duty or is subpoenaed as a witness as a result of their employment with the City, the employee shall not suffer any loss in regular pay from such absence. However, the employee shall remit to the City any compensation or fees received for such duties, except for mileage fees associated with the employee using their own personal vehicle. Upon being excused from jury duty for any day, an employee shall immediately contact their supervisor for assignment for the remainder of their regular workday. If the employee is assigned to swing shift or mid shift and the employee is called for jury duty immediately before or after a regularly scheduled work day, then the time spent serving as a juror will be viewed as hours credited towards time for the Safety Release.

10.4 Military leave shall be granted in accordance with state and federal law. An employee taking military leave for training shall be entitled to reimbursement of an amount equal to the difference between the daily military salary and regular rate of pay in accordance with state and federal law.

10.5 Upon written application by the employee, parental leaves without pay may be granted in instances of a birth or adoption of a child within the immediate family. Such leave request shall not exceed one hundred and eighty (180) calendar days. The approval of such leave shall be at the sole discretion of the City Manager or a designee and shall be in accordance with any pertinent statutory provisions.

10.6 The City shall consider a written application for leave of absence without pay not to exceed one hundred and eighty (180) calendar days if the City finds there is reasonable justification to grant such a leave and that the work of the Department will not be seriously jeopardized by the temporary absence of the employee. Such leaves shall not be approved for the purpose of accepting employment outside the service of the City. The City may also deem a resignation in the event that the employee has accepted employment outside the service of the City, entered into a full-time business or occupation, or has not complied with the terms of their application for such leave.

10.7 Employees granted a leave without pay may maintain their medical insurance coverage through the City by remitting premium payments to the City on a schedule provided by the City.

ARTICLE 11 - OUTSIDE EMPLOYMENT

11.1 Employees shall receive approval from the Police Chief based on Article 11.2 prior to engaging in outside employment. Such request and approval shall be made in writing and may be rescinded in writing by the Police Chief.

11.2 In order to be approved, outside employment shall:

1. Be compatible with the employee's adherence to the Police Officer's Code of Ethics;
2. In no way detract from the efficiency of the employee in City duties;
3. Not take preference over extra duty required by City employment;
4. Not present a legal or ethical conflict of interest with the police profession.

ARTICLE 12 – HEALTH & WELFARE

12.1 The City and union agree that the members of the Bargaining Unit, as a group, will join the Northwest Firefighters Relief Association (NFRA) Healthcare Trust.

The City's contribution toward employee's monthly premium contribution for membership in the 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 the Association agree to reopen this 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 The City agrees to offer a Section 125 plan.

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

12.4 The City shall provide the following insurance benefits and shall pay all premium costs for the duration of this Agreement:

1. Life and accidental death in an amount equal to the employee's annual salary rounded to the nearest \$1,000.
2. Worker's compensation.
3. Long-term disability after a (ninety) 90-day waiting period, with a maximum of sixty-six and two-thirds percent (66 $\frac{2}{3}$ %) of the first \$7,500 of monthly salary up to a maximum of \$5,000 per month up to age 65 or until the employee is able to return to work.

Part-time employees shall not receive life insurance, long term disability insurance or retirement benefits.

12.5 The City shall provide self-insurance or liability insurance coverage and defense of claims arising out of acts committed by employees in the discharge of their duties and in the course of their employment, in accordance with the Oregon Tort Claims Act, excluding acts constituting malfeasance in office or willful or wanton neglect of duty.

12.6 The City agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of criminal charges or a grand jury appearance against the Association member arising out of the Association member's involvement in the proper

performance of duty as an employee for the City. The City's obligation of reimbursement is subject to the following:

- A. To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the Forest Grove Police Officers' Association and the City. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this Agreement, the Association shall submit to the City the names and professional biographies of the attorneys the Association proposes for inclusion on the list. If the City Attorney does not object, in writing, to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent an Association member, the Association member may obtain another attorney of choice, however, the City's obligation to reimburse will arise only if the City receives written notice of the selected attorney from the Association within three (3) calendar days of the Association member or Association learning of the lack of availability of an attorney from the predetermined list.
- B. Following the initial meeting between the Association member and the attorney, the Association shall arrange for an attorney to provide the City, at no cost to the City, a preliminary estimate of the anticipated legal fees, costs and expenses. This preliminary estimate shall be directed to the City Attorney, the Chief of Police, and the Association.
- C. Before becoming obligated under this Article, the City shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The attorney shall account for and value time at the attorney's most favorable rate, not to exceed \$160.00 per hour. If the City, in its discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the City's obligation under this Article. Under no circumstances shall the provisions of this Article give rise to a claim of any sort against the City by the attorney retained or selected by the Association member.
- D. Reimbursement will not be made in those instances where:
 - 1. The Association member is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident;
 - 2. The Department sustains any disciplinary charge(s) on the basis of the Association member's actions which formed any part of the basis for the possible criminal liability unless the Department's disciplinary action is wholly set aside on grievance appeal;
 - 3. The City shall have no obligation to reimburse an Association member, the Association or counsel for the Association for costs or legal fees in any instance where the Association member or the Association elect to have counsel for the Association represent the Association member involved in the incident at any

stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;

4. The City shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary procedures; and
 5. The City shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for fees associated with representation at or in conjunction with the filing of a civil claim, except in accordance with the indemnity requirements of the Oregon Tort Claims Act.
- E. Any reimbursement required by the City shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member relating to or arising out of the incident and are subject to the following monetary maximums:
- A. Legal fees relating to a grand jury investigation and/or appearance: \$5,000.
 - B. Legal fees relating to post-grand jury indictment or other charging instrument: an additional \$5,000.

12.7 Voluntary Employees' Beneficiary Association (VEBA)

- A. Effective July 1, 2005, the City established a medical savings account Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c) (9) of the Internal Revenue Code for each employee of the Association who is eligible for, and enrolls in, one of the City's Health Insurance Plans as described in Article 12. The City shall make monthly contributions equal to one percent (1%) of the employee's base salary to said account.
- B. Effective July 1, 2005, once an employee's sick leave accruals reaches one thousand (1000) hours, the cash equivalent of two (2) hours of sick leave accrued will automatically be paid into the employee's VEBA account each month. The remainder of the monthly accrual of sick leave will continue to accrue up to the maximum established in Article 8, Section 1.
- C. Effective July 1, 2005, when an employee's holiday accruals reach forty-eight (48) hours, the City shall contribute the cash equivalent of all additional holiday hours accrued in excess of forty-eight (48) hours into the employee's VEBA account. If an employee's holiday accruals fall below forty-eight (48) hours, the VEBA contributions will cease until the employee has the minimum of forty-eight (48) hours accrued.
- D. On December 31 of each year, employees who are currently enrolled in one of the health insurance plans offered through the NFRA Trust listed in 12.1 B above and who have been employed by the City and members of the FGPA for at least six months, (i.e. hired on or before July 1st of the evaluation

calendar year) will be eligible for a lump sum VEBA contribution based on cost savings above \$10,000 that the City realizes based on the method outlined in Appendix B of this agreement.

12.8 Physical Fitness Incentive. Recognizing that physical fitness is beneficial to the health and wellbeing of Employees, in addition to lowering the potential costs of healthcare and work-related injuries, a physical fitness incentive was established beginning July 1, 2008.

Effective upon adoption of the contract the City will reimburse up \$15.00 (Fifteen dollars) per month toward membership at a fitness facility of the employee's choice for all Association members who elect to participate. To receive reimbursement the employee must submit proof of membership at a fitness facility to the Administrative Captain or designee every six (6) months, in January and July of each year.

The parties recognize that the City will reflect any and all amounts paid as allowances, bonuses, and/or incentives as subject to the IRS and Oregon payroll tax deductions.

Recognizing that participation in this incentive program is purely voluntary, those employees who opt not to participate will not receive discipline, will not be denied promotions or special assignments, or be negatively treated by the City of Forest Grove, or its supervisors, for this choice.

ARTICLE 13 – RETIREMENT

13.1 With the exception of employees hired under the provisions of Senate Bill 1049 who have retired from PERS and are receiving monthly benefits, the City will afford members participation in one (1) of the following retirement programs based on eligibility as outlined below:

A. The City of Forest Grove Retirement Plan for regular full-time employees who are:

- 1) DPSST certified peace officers hired as police officers on or before June 30, 2015 and are already members of the City of Forest Grove Retirement Plan:

or,

- 2) Regular full-time employees hired on or before June 30, 2012 and are already members of the City of Forest Grove Retirement Plan.

For police officers covered by the City of Forest Grove Retirement Plan, the retirement benefit for police officer shall be equal to or better than that provided by the Public Employees Retirement System (PERS) as determined in accordance with Oregon law. The City shall pay the employee's contribution to the City of Forest Grove Retirement Plan. Sick leave at retirement will be administered consistent with the terms of the City of Forest Grove Retirement Plan. The City will not amend or reduce the sick leave conversion at retirement aspects of the City of Forest Grove Retirement Plan without notice to the bargaining unit and bargaining.

B. DPSST certified peace officers hired as police officers on or after February 1, 2016, and all general service employees hired on or after October 1, 2020 shall be enrolled in the Public Employee's Retirement System (PERS) after the 6-month waiting period is completed per PERS rules unless the employee is already a member of PERS and eligible for immediate contributions as determined by PERS. The City shall pay the employee's 6% contribution to that plan. Retirement benefits will be determined by PERS.

13.2 Sick leave at retirement will be administered consistent with the terms of the commensurate Retirement Plan the employee is enrolled in.

ARTICLE 14 - VACATION

14.1 Vacation shall be credited at the following rates:

<u>Length of Continuous Service</u>	<u>Vacation Hours Earned p/Month</u>
1 - 24 Months/ 1+ - 2 Years	6.67
24+ - 60 Months/ 2+ - 5 Years	8.00
60+ - 120 Months/ 5+ - 10 Years	10.00
120+ - 180 Months/ 10+ - 15 Years	13.34
180+ Months/ 15+ Years	16.67

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 protected status or other paid leave allowed under this Agreement. For newly hired lateral officers, "continuous service" for purposes of this Article only, will be based on their total years of previous experience without more than a three (3) year break in service (limited to a maximum of ten (10) years of previous experience) as a full-time sworn police officer at another (or other) Law Enforcement agency (or agencies) plus time served at the City of Forest Grove as a full-time sworn police officer. Lateral hire officers must have at least two (2) years of service as a full-time sworn police officer to receive this benefit. Time spent on other types of authorized leave will not count as time of continuous service; except that employees returning from such leave or employees who are laid off, shall be entitled to credit for service prior to the leave or layoff.

14.3 Employees are eligible to take vacation time after the completion of the Field Training Evaluation Program (FTEP); exceptions may be made by the Chief of Police for emergency situations. Employees shall be responsible for planning, initiating requests for, and using vacation credit. Accrued vacation may be utilized in one-quarter (1/4) hour increments. In case of conflicts between employees concerning the scheduling of vacations, refer to Article 19.

14.4 Employees may not accrue over three hundred sixty (360) hours of vacation time without the approval of the City Manager.

14.5 Upon termination of employment for any reason, or in the event of an employee death, the beneficiary shall be paid a lump sum of all earned but unused vacation hours.

ARTICLE 15 - HOLIDAYS

15.1 All sworn employees shall accrue holiday time at the rate of nine point three-three (9.33) hours per month. An employee may elect to take off the accrued holiday hours at a time mutually agreeable to the employee and the supervisor, or to receive pay in lieu of time off during the pay period in which the holiday time is earned.

15.1.1 Sworn employees may accrue up to forty-eight (48) hours of holiday time. See Article 12, Section 7 for additional VEBA information.

15.2 If a sworn employee works a shift in which any hours fall on a City recognized holiday per Article 15.4 in which time off has been restricted for that shift, the employee will receive one and one-half (1½) times their base pay (overtime) for all regularly scheduled hours on that shift. Any hours worked in excess of the normal shift will be paid at the regular overtime rate.

15.3 Upon termination of a sworn employee for any reason, or in the event of death, the employee or the employee's beneficiary shall be paid a lump sum for all earned but unused holiday hours.

15.4 Non-sworn employees shall observe designated holidays listed below:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

15.5 For non-sworn employees, when a holiday falls on a Sunday, it will be observed on the following Monday. A holiday that falls on a Saturday will be observed the Friday preceding the holiday.

15.5.1 In the event an employee is required to work on a holiday, all hours worked will be paid at one and one-half times (1½ x) the base rate of pay and the employee will receive another day off.

15.5.2 Employees assigned to work a 4/10 schedule whose normal day off falls on the holiday shall schedule another day off during the same pay period of the holiday. The day taken off shall be agreed upon and scheduled in advance.

15.6 In addition to the observed holidays set forth in Section 15.4, non-sworn employee shall have an additional sixteen (16) hours of personal holiday time to be used during each calendar year. These hours may not be carried forward into future calendar years and any hours not used in a calendar year will be forfeited.

ARTICLE 16 - PERSONNEL FILE

16.1 A. Each employee shall have the right upon request to review and obtain at thier own expense copies of the contents of their personnel file exclusive of materials received prior to the date of their employment by the City. The official personnel file shall be maintained by the Human Resources Director.

B. When there is a PECBA matter related to an employee or class of employees represented by the Association and the Association has a right to obtain copies of relevant personnel file materials under PECBA, the City will comply with the PECBA request.

C, When providing employee personnel file materials to the Association, the materials provided will be directly provided to the Association's designated legal counsel. The City and the Association may also enter into confidentiality agreements as to any employee personnel file material provided to the Association.

16.2 Following the date of employment, no material shall be placed in an employee's personnel file without the knowledge of the employee. An employee and/or the Association on behalf of an employee may respond in writing to any item placed in an employee's personnel file and said response shall become part of an employee's personnel file.

16.3 Upon request of the employee, all documentation up to and including letters of reprimand shall not be used for the purposes of progressive discipline after twelve (12) months, or earlier by approval of the Police Chief, provided there is no subsequent letter(s) of reprimand or disciplinary action taken during the intervening period of time.

ARTICLE 17 - PROBATIONARY EMPLOYEES

17.1 The probationary period for non-sworn represented employees shall be twelve (12) consecutive months of employment within the classification. The probationary period for lateral hire police officers shall be twelve (12) consecutive months of employment within the classification. The probationary period for non-lateral hire police officers shall be eighteen (18) consecutive months of employment within the classification. The probationary period may be extended for no more than three (3) months in individual cases by mutual agreement between the City and the Association. In the event an employee takes an extended leave of absence during the probationary period (more than two consecutive weeks) the probationary period will be extended for an amount equal to the leave of absence.

17.1.1 For the purposes of this article, a lateral officer is defined as an individual who is currently or has been a sworn police officer within the past three years at the time of appointment and who is currently certified as a police officer in good standing who has completed a certified basic police academy and field training evaluation training program as a police officer in a government agency (municipality, county, state, tribal or federal agency).

17.2 During the probationary period, an employee may be disciplined or discharged at the sole discretion of the City without any reason or cause being shown and without recourse to the grievance procedure. Any employee who is returned to their former classification shall not be discharged without just cause. The City's decision to return an employee to their former classification for performance reasons during the probationary period, related to the promotional position shall not be considered discipline.

ARTICLE 18 – SENIORITY

18.1 Bargaining Unit seniority shall mean the length of an employee's service within a bargaining unit in the police department. Classification seniority shall mean the length of an employee's service within the classification in the police department. Department seniority shall mean length of service in the police department. An employee shall attain seniority after completing the probationary period, at which time the employee shall be credited with the seniority accrued during the probationary period. For purposes of this article, seniority shall be defined as continuous time within a classification. For the purpose of establishing seniority for Association members hired on the same date and job classification, seniority shall be based on candidate overall ranking as established by Human Resources prior to the Chief's interview. The candidate ranking shall be kept on file and copies shall be made available to employees.

Employees who are promoted to positions within the Department that are outside the bargaining unit, but are returned to bargaining unit positions by the City will return with the seniority they had accrued at the time of their promotion. The time an employee spends in such a position will not however, be applied toward their seniority. Instead, the employee's seniority date will be adjusted by an amount equal to the time the employee served in the non-bargaining unit position.

18.2 The City shall provide the Association with an updated seniority list of members annually and upon request of the Association.

18.3 A non-probationary bargaining unit employee who resigns voluntarily and chooses to request reinstatement within ninety (90) days of termination may be granted reinstatement to a vacant and available position if the City approves. The reinstated employee will receive the vacation and sick leave accrual rates which applied at the date of termination. This section shall not operate to require the City to fill a vacant position which the City has elected to hold vacant. An employee/former employee may not request reinstatement under this Article 18.3 more than once.

18.4 In the event of a staff reduction, the City will lay-off in inverse order of bargaining unit seniority by job classification. Laid off employees may bump to any lower classification for which the employee is qualified and displace an employee with less bargaining unit seniority. An employee promoted outside the bargaining unit may use department seniority to displace the junior employee in the bargaining unit.

18.5 An employee who is laid off due to reduction of staff shall have preference for recall based upon seniority. Employees laid off shall retain such right of recall for eighteen (18) months. Employees so recalled by the City shall be reinstated with seniority rights accumulated as to the date of their lay off. Any laid off employee who is recalled by the City shall have ten (10) days from mailing of notice by Certified mail, sent to the last address provided to the City by the employee, in which to accept the assignment and two (2) weeks to report if employed elsewhere unless otherwise mutually agreed. Return of the notice as undeliverable because the employee has moved without notifying the City shall constitute rejection of the assignment. A laid off employee who is recalled by the City and who rejects the assignment shall relinquish all rights provided for within this article and Agreement.

18.6 Classification seniority shall be used for shift and days off.

ARTICLE 19 - VACATION SCHEDULING

Priority vacation scheduling shall be by department seniority for requests which are submitted between December 1st and December 31st for the upcoming year through the end of the last normal pay period into the next year. Such exercise of seniority shall be limited to one (1) selection for each calendar year. Priority vacation requests submitted by December 31st shall be approved or denied as soon as practical, but in no event later than January 15. After all priority vacation requests have been approved or denied, subsequent vacation requests will be approved or denied on a first come, first served basis within fourteen (14) calendar days of the request after all priority vacation requests have been approved or denied. Seniority time off requests, which can only be made for the following twelve (12) month period, will be approved by the shift supervisor of the shift that will be affected at the time the leave is to be taken. Any sabbatical leaves are scheduled and approved prior to the annual vacation scheduling.

ARTICLE 20 - DISCIPLINARY ACTION

20.1 Disciplinary Measures. Disciplinary action shall be for just cause. Discipline shall include the following actions as well as additional actions as are appropriate to the circumstances of the violation. These include: verbal reprimand (which may be documented in writing), written reprimand, reduction in pay, suspension without pay, demotion and dismissal, as warranted by circumstances and the nature of the offense. The City shall not impose a reduction in pay, suspension without pay, demotion or dismissal of a non-probationary employee without due process. Counseling and coaching are not considered disciplinary action.

Verbal reprimands over one (1) year old shall not be the sole basis for progressive disciplinary actions. Verbal and written reprimands are not subject to the grievance procedure beyond Step 2. The employee or the Association may submit a written rebuttal to a verbal or written reprimand which shall be maintained with the record of reprimand.

The definition and application of just cause is as set forth in ORS 131.930, 236.350, 243.808, 243.809, and rules adopted by the Commission on Statewide Law Enforcement Standards of Conduct and Discipline (per ORS 243.812 and OAR Chapter 265), and other applicable laws are incorporated into this Agreement.

20.2 Due Process. Pre-disciplinary “due process” means written notice of the charges, and the facts which the charges are based, notice of the maximum range of discipline under consideration, and an opportunity to meet with the decision maker or their designee. At least ten (10) days prior to any due process meeting (Loudermill) the City shall provide the Association and the involved employee with a copy of the investigation and exhibits.

20.3 Avoidance of Embarrassment. If the Chief of Police or designee has reason to discipline an employee, the Chief of Police or designee shall make a reasonable effort to impose such discipline in a manner that will not unduly embarrass the employee before other employees or the general public.

20.4 Association Representation in Interview and Disciplinary Process. The City acknowledges the right of the employee to have a representative of the Association present at meetings with the employee which could lead to discipline greater than a verbal reprimand.

20.5 Use of Deadly Force Situations. Employees directly involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative or attorney prior to being required to give an oral or written statement about the use of deadly force. Such right to consult with a representative or attorney shall not delay the giving of the statement more than twenty-four (24) hours.

20.6 General Procedures and Bill of Rights. Internal investigations shall be conducted within the law as expressed by statute and case decisions. The rights of the individual shall be protected, and shall include the following:

- A. At least seventy-two (72) hours prior to an interview, the Association and the employee under investigation shall be informed of the nature of the investigation and of facts reasonably sufficient to inform the employee of the circumstances surrounding the allegations under investigation. This section does not apply to preliminary questions directed at gaining a general overview

of events in order to assess whether an inquiry is necessary and to effectively investigate and gather evidence.

- B. Interviews shall be conducted at a reasonable hour, preferably at a time when the employee is on-duty, or during the normal waking hours of the employee, unless the seriousness of the investigation requires otherwise. Where the Chief or the Chief's designee is a party to the interview, the City may schedule the interview outside the employee's regular working hours as long as the appropriate overtime payments are made to the employee. Where an employee is working on a graveyard shift, the City will endeavor to conduct the interview contiguously to the employee's shift, and the appropriate overtime or irregular hours payments shall be made to the employee.
- C. The interview shall be for a reasonable period, taking into consideration the gravity and complexity of the issue being investigated. The person under interview shall be allowed to attend to their own personal physical necessities.
- D. The employee shall be allowed the right to have an Association representative present during the interview. The opportunity to have the Association representative present at the interview shall not normally delay the interview more than twenty-four (24) hours, except for minor complaints (incidents for which no more than a counseling may result) which may be handled immediately when a representative is not readily available. However, if in the course of the interview it appears as if a more serious disciplinary problem has developed, the employee will be allowed up to twenty-four (24) hours to obtain a representative to be present at the interview.
- E. All interviews shall take place at City facilities, or elsewhere if mutually agreed, unless an emergency exists which requires the interview to be conducted elsewhere.
- F. Employees will be directed to answer any questions specifically involving the non-criminal matter(s) under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America including a Garrity notice in the event the investigation involves criminal matter(s).
- G. The employee shall be entitled to such reasonable intermissions as may be requested for personal necessities.
- H. All interviews shall be limited in scope to activities, circumstances, events, conduct or acts, which pertain to the incident(s) which are the subject of the investigation. Nothing in this Section shall prohibit the City from questioning the employee about information which is developed during the course of the interview.
- I. The City shall record the interview and a copy of the complete interview of the employee shall be furnished, upon request, to the Association. The employee and/or the Association shall also have the right to record the interview. If the interviewed employee is subsequently disciplined at a step higher than written reprimand, the recording from the investigation shall be transcribed by the City and the employee and the Association shall be

- provided a copy.
- J. Interviews and investigations shall be concluded without unreasonable delay.
- K. When releasing information to the Association and involved employee the City may work with the Association to enter into a confidentiality and/or non-disclosure agreement.

20.7 Waiver of Rights. An employee who has received written notice that they are the subject of an investigation pursuant to Section 20.6.A above, may request to waive their contractual and/or procedural rights as set forth in Section 20.6.A and Section 20 or as set forth in policy. Prior to executing the written waiver, the employee and/or the Association shall receive a written offer of discipline from the City regarding the alleged misconduct. Prior to acceptance of the offered discipline the employee and the Association must execute a written waiver form agreeing to accept the offered discipline without the possibility of a grievance and/or appeal. Such waiver must be in writing, must be done in presence of an Association representative and must be done with the written concurrence of both the Chief or designee and the Association President or designee. Garrity rights and Weingarten rights will NOT be waived.

20.8 Allegations related to truthfulness are not eligible for the Section 20.7 waiver and may be investigated as a new allegation regardless of any prior Section 20.7 agreement.

20.9. The City may deny an employee's request for a waiver under Section 20.7 and continue to conduct an investigation.

ARTICLE 21 - SUBSTANCE ABUSE POLICY

21.1 The City and the Association agree that the City may engage in reasonable suspicion drug and alcohol testing in accordance with the provisions of the City Drug Free Workplace Policy as revised periodically. Many elements of this policy are mandatory subjects of bargaining and changes that relate to a mandatory subject may be bargained if the Association so requests.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 It is the intention of the parties to this Agreement that all disputes between the parties regarding the application, meaning, or interpretation of this Agreement be settled by their submission to the established grievance procedure as set forth below.

A. Step 1. (Immediate Supervisor) Except as set forth below, within fifteen (15) calendar days immediately following the date the employee had or should have had knowledge of the issue, whichever date earlier, the employee and/or the Association shall submit to the employee's immediate supervisor a written grievance with the following information:

1. a statement of the grievance and the factual allegations upon which it is based;
2. the section(s) of this Agreement alleged to have been violated;
3. the remedy sought;
4. the name of the individual(s) submitting the grievance.

The employee's supervisor shall attempt to resolve the dispute with the employee and/or Association. If the parties are unable to reach a resolution, the supervisor shall render a written decision within fifteen (15) calendar days after receiving the written grievance.

B. Step 2. (Chief of Police) If the grievance remains unresolved, the Association may present the grievance, in writing, to the Chief or Chief's designee(s) within fifteen (15) calendar days immediately following the supervisor's response or the date the supervisor's response was due. The Chief or Chief's designee(s) will schedule a meeting to discuss the dispute with the Association and such meeting shall occur within fifteen (15) calendar days of the receipt of the grievance. The Chief or the Chief's designee(s) shall render a written decision within fifteen (15) calendar days following the meeting.

C. Step 3. (City Manager) If the grievance remains unresolved, within fifteen (15) calendar days of receipt of the written Step 2 decision or the date the written decision was due, the Association may present the grievance, in writing, to the City Manager. The written grievance to the City Manager will explain why the Association is proceeding with the grievance in light of the Step 2 response. After receipt of the Step 3 written grievance, the City Manager shall review the record, may schedule a meeting with the Association to discuss the grievance, may conduct further investigation into the grievance, and shall provide a written decision to the Association within thirty (30) calendar days of receipt of the Step 3 grievance.

D. Step 4. (Arbitration). If the grievance is not resolved at Step 3 above and if the Association wishes to pursue the grievance further, the Association shall submit the grievance to arbitration by written notice to the City's legal counsel or designee within fifteen (15) calendar days following the date the City Manager's response is due or received, whichever is earlier.:

22.2 Arbitrator Selection.

A. The parties may mutually agree upon an arbitrator for Agreement interpretation issues. In the event no mutual agreement is reached as to the selection of an arbitrator, the Association shall

submit a written request to the Oregon Employment Relations Board for a list of seven (7) arbitrators. A copy of the Association's ERB arbitrator list request shall be provided to the City's legal counsel or designee. Upon receipt of the ERB arbitrator list, a coin flip shall occur to determine which party will strike arbitrator list names first, and strikes shall be alternated until only one (1) arbitrator name remains. The remaining name shall be the arbitrator.

B. For all employees represented by the Association and for all grievances involving discipline or discharge pursuant to Article 20, the arbitrator selection process shall be in accordance with ORS 243.808.

22.3 Discharge and Discharge Grievance Steps.

The appeal of a discharge may be taken up initially at Step 3 (City Manager) of the Grievance Procedure contained in this Article. All other disciplinary actions may be appealed beginning at Step 2 (Chief of Police) of the Grievance Procedure. Discharge and disciplinary grievances must be submitted within ten (10) calendar days of the discipline imposition. The information required in Step 1 must be included in the grievance regardless of the Step at which the grievance process is entered.

22.4 Time Limits.

Any time limits specified in the grievance procedure may be waived in writing by mutual agreement of the parties. Failure of the Association or employee (if applicable) to submit the grievance in accordance with the time limits established in this Article, without a written timeline waiver, shall constitute abandonment of the grievance. If at any step, the applicable City representative fails to respond in a timely fashion, the grievance shall automatically advance to the next step. A grievance may be withdrawn at any time upon receipt of a signed statement from the Association that the matter has been resolved.

22.5 Arbitration Process and Procedures.

A. Either party may request the arbitrator to issue subpoenas. If subpoenaed to arbitration, City employees/Association members shall not receive fees and mileage associated with an enforceable subpoena.

B. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the appearance fee, record, and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share in all costs of producing three (3) copies of the transcript.

C. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) calendar days following the close of the hearing or, in the event the parties submit post-hearing briefs, within thirty (30) calendar days of the submission of the post-hearing briefs, unless mutually extended by the parties and the arbitrator.

D. As an alternative to 22.5.C, above, at the end of the evidentiary portion of the arbitration, the City and Association may agree to oral arguments in lieu of written closing briefs. The City and Association may also agree to have the arbitrator issue an oral bench decision. The bench decision shall be issued within a reasonable time after the conclusion of the hearing, not to exceed seven (7)

calendar days, and shall be confirmed by the arbitrator in writing. The arbitrator's bench decision shall be electronically recorded as the formal record and decision associated with the arbitration.

E. The costs, fees and expenses of the arbitrator shall be split equally between the parties. Each party shall be responsible for costs of presenting its own case to arbitration. The arbitrator shall be limited to the interpretation and application of the specific provisions of this agreement and shall have no authority or jurisdiction to add or revise the agreement of the parties.

ARTICLE 23 - ASSOCIATION BUSINESS

23.1 An Association attorney and an Executive Board member shall be allowed to attend grievance meetings and *Weingarten* interviews without loss of pay. Association representatives shall be allowed to attend labor management meetings without loss of pay. Association representatives shall be permitted access to the Forest Grove Police Department for purposes of representation activity which is conducted off duty or with the prior authorization of a supervisor. The Association 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 Police Chief or their designee. The Police Chief or designee shall approve the activity unless the activity interferes with Department operations. The designated representative shall keep a record of the time spent in such activities.

23.2 Members of the bargaining unit selected to serve as authorized representatives shall be certified in writing to the City.

ARTICLE 24 - CONTRACT RENEWAL SESSIONS

24.1 The City and the Association shall make reasonable efforts to schedule negotiating sessions at a time that does not interfere with the operation of the Police Department. Two (2) on-duty employees shall be permitted to attend negotiating sessions. If the staffing levels on the day of bargaining are above minimums, as determined by the Chief of Police, the bargaining team may consist of three (3) on-duty members. The dates, times, and places of these negotiating sessions shall be established by mutual agreement between the parties.

ARTICLE 25 - WAGES AND SALARIES

25.1 Salaries covered by this Agreement shall be in accordance with the schedule set forth in Appendix A attached and incorporated in this Agreement. Each employee shall be paid at one of the steps in the range prescribed for the job classification.

25.2 Eligibility for advancement in the salary range shall be based upon demonstration of satisfactory performance as documented in the annual performance appraisal. (Performance appraisal shall not be subject to the grievance procedure.) A new employee or promoted employee is eligible for advancement to the next step of the salary range following completion of twelve (12) months of service. An employee is eligible for additional step increases at twelve (12) month intervals of continuous service until the employee reaches the top step of a salary range.

25.3 Employees assigned the duties and responsibilities of a higher classification with the approval of a supervisor shall be paid five percent (5%) premium on their base salary for a minimum of one hour. Employees assigned as "Senior" officer or OIC (Officer In Charge) shall have four (4) years of law enforcement experience and two years of service with the City and shall receive a five percent (5%) premium on their base salary for all hours worked as "Senior" officer or "OIC".

- A. An employee is considered assigned in the absence of a sergeant under Article 25.3, unless otherwise prohibited by the Chief of Police. The most senior employee on a shift will be considered the "Senior" officer or OIC (Officer in Charge) to include approved shift trades.

25.4 Wage Adjustments

Effective July 1, 2025 wage rates for all classifications covered by this Agreement shall be increased by four percent (4%).

Effective July 1, 2025 the following classifications shall receive an additional adjustment:

- Code Enforcement: three percent (3%)
- Sergeant: three percent (3%); and
- Property/evidence Specialist: two percent (2%)

Effective July 1, 2026 and July 1, 2027, wage rates for all classifications covered by this Agreement shall be increased by four percent (4%).

ARTICLE 26 – INCENTIVE AND PREMIUM PROGRAM

26.1 Incentive Qualification. The City agrees to pay incentives set forth below to those employees who qualify under the following terms:

1. Have submitted proof of DPSST certification; and
2. Received an “Acceptable” or better rating on their last performance review and/or successfully completed a Field Training Program.

(A) Employees hired prior to the effective date of this agreement who are currently receiving incentive pay based on the table below, shall continue to receive at least the same incentive pay as they are currently receiving. Any future changes to an employee’s education and/or DPSST certification status thereafter shall be paid in accordance with Section (B) below. For example, employees who currently possess an Oregon DPSST Intermediate Certificate who hereafter meet the requirements to and receive the Oregon DPSST Advanced Certificate will receive eight percent (8%) incentive pay thereafter regardless of education status. Incentive pay will begin the first day of the pay period following submission of proof of DPSST certification to the City.

INCENTIVE	DPSST CERTIFICATION	EDUCATIONAL ACHIEVEMENT
3%	Intermediate	
4%	Intermediate	AA/AS
5%	Intermediate	BA/BS
6%	Advanced	
7%	Advanced	AA/AS
8%	Advanced	BA/BS

(B) Employees hired after the effective date of this agreement who are eligible shall be paid four percent (4.0%) of base salary for Oregon DPSST Intermediate Certification or eight percent (8.0%) of base salary for Oregon DPSST Advanced Certificate. Incentive pay will begin the first day of the pay period following the submission of proof of DPSST certification to the City.

Under Article 26 the total amount of incentive and premium pay an employee may receive is capped at 14%. For purposes of determining the cap, Article 26.3 Bi-Lingual Pay Premium will be excluded.

26.2 Incentive Application. The employee must make application upon receipt of DPSST certification to receive incentive pay and there shall be no retroactivity. An application shall be approved or denied within seven (7) working days. Incentive awards shall commence the first of the month following approval by the Police Chief.

26.3 Bi-Lingual Pay Premium. An employee that demonstrates proficiency in speaking and understanding a second language shall be eligible to receive a premium of two and one-half percent (2.5%) of the employee’s base salary if the employee provides the Department with proof on a bi-annual basis of proficiency. An employee that demonstrates fluency in speaking and understanding Spanish or American Sign Language 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. The Chief of Police will designate which languages are eligible for the Bi-lingual premium, based on operational needs of the Department.

26.4 Other Premiums. The City shall pay premiums based on the employee's regular rate of pay (base salary) for the following assignments except for sergeants:

Investigations	5.0%
FTO	5.0% for time spent working with a recruit
Bike Officer	2.5% for time spent on bike patrol
Motorcycles	5.0%
School Resource Officer	5.0%
Detective Sergeant	5.0% when assigned by Police Chief or designee

In no event will an employee be entitled to pay under Article 26 for incentive and/or premium pay in excess of 14%. Each premium shall be paid during each month an employee serves in an assignment as determined by the City.

Premiums shall be computed based upon the employee's base salary. All work performed for the assignment beyond the regular shift must be approved by the Chief or a designee and properly recorded by the officer performing the assignment. The Chief makes assignments and may reassign officers from such assignments.

26.5 Educational Reimbursement.

Those employees in the bargaining unit who during the term of this Agreement satisfactorily complete (received a grade of C or higher or, if only offered a Pass/No Pass, a grade of Pass) pre-approved, job-related, college courses at an accredited four (4)-year college or university, or equivalent, and transferable two (2)-year college courses, and provide evidence to the City of such satisfactory completion, shall receive payment to defray tuition for up to eighteen (18) pre-approved credit hours per fiscal year in an amount not to exceed \$100 per credit hour. The parties do not intend to require pre-approval of a particular number of credit hours, or to require the allocation of a particular level of funds. Pre-approval and payments under this Article are conditioned on the availability of funds in the police budget as determined by the Chief or their designee. At the discretion of the Chief of Police, payments under this article may be deferred to the next City of Forest Grove Budget year.

26.6 Service Recognition – Sworn employees.

In order to recognize years of service to the City and community, the City shall provide the following longevity program based on years of service as a sworn officer with the City of Forest Grove Police Department effective upon ratification of the agreement:

1. 1 – 5 years of service:
 - a. Employee will be credited with \$500 toward a lump sum VEBA contribution for each completed year of service through five years of services payable when they reach five (5) years of service, not to exceed \$2,500. This benefit will be forfeited if the employee leaves the City's employment before the employee has completed five (5) years of service.
 - b. Employee will receive a \$2,500 cash retention bonus payable when they reach five (5) years of service.
 - c. Upon completion of five (5) years of service, employees shall receive a one-time addition of forty (40) hours of vacation leave to their vacation leave bank. If this will

put the employee's leave back over the cap established in Article 14, the employee will be allowed to extend the vacation cap for ninety (90) days.

2. 6 – 10 years of service:
 - a. Employee will be credited with \$1,000 toward a lump sum VEBA contribution for each completed year of service for 6-10 years of service payable when employee reaches ten (10) years of service, not to exceed \$5,000. This benefit will be forfeited if the employee leaves the City's employment before the employee has completed ten (10) years of service.
 - b. Employee will receive a \$2,500 cash retention bonus payable when they reach ten (10) years of service.
3. 11+ years: employee will receive an annual \$1,000 lump sum VEBA contribution on their anniversary date.

*Note: Retention bonuses are subject to mandatory withholdings under State and Federal tax regulations.

Current sworn officers will begin the program at their current years of service. There will be no retroactive payments.

26.7 Service Recognition – non-sworn employees.

In order to recognize years of service to the City and community, the City shall provide the following longevity program based on years of service as a city employee for non-sworn employees in the bargaining unit effective upon ratification of the agreement without retroactivity:

1. 1 – 5 years of service:

Employee will be credited with \$500 toward a lump sum VEBA contribution for each completed year of service through five years of service payable when they reach five (5) years of service, not to exceed \$2,500. This benefit will be forfeited if the employee leaves the City's employment before the employee has completed five (5) years of service
2. 6 – 10 years of service:

Employee will be credited with \$1,000 toward a lump sum VEBA contribution for each completed year of service for 6-10 years of service payable when the employee reaches ten (10) years of service, not to exceed \$5,000. This benefit will be forfeited if the employee leaves the City's employment before the employee has completed ten (10) years of service.
3. 11+ years: employee will receive an annual \$1,000 lump sum VEBA contribution on their anniversary date.
4. Non-sworn employees shall receive a one-time lump sum \$1,000 retention bonus effective upon the date this successor contract is approved and signed by all parties.

*Note: Retention bonuses are subject to mandatory withholdings under State and Federal tax regulations.

ARTICLE 27 - DEFERRED COMPENSATION PLAN

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

ARTICLE 28 – UNIFORMS & EQUIPMENT

28.1 The City shall provide basic uniforms for new Police Officers hereinafter employed. Those presently employed shall be provided any replacements or additions to the present uniform which may be required by the City. After the initial fitting, employees are responsible for their own alterations.

28.2 The City shall provide a clothing allowance of two hundred ninety-five dollars (\$295.00) twice annually for plain-clothes officers assigned as investigators. An employee assigned as a plain-clothes officer shall receive the first semi-annual allowance upon appointment. The clothing allowance is subject to mandatory withholdings under State and Federal tax regulations.

28.3 If an employee is required by the City to wear a uniform, protective clothing or any type of protective device, such uniform, clothing, or protective device shall be furnished to the employee by the City. The cost of repairing the uniform or protective clothing shall be paid by the City (including initial tailoring and repair). If a uniform requires dry cleaning, the City shall provide cleaning for one (1) uniform per week and one (1) jacket per month, maximum. The City may contract with a cleaner for dry cleaning, and may require all articles of clothing to be cleaned at City expense be cleaned by the contract holder.

28.4 The City shall reimburse employees for prescription eye wear of up to \$200 and wristwatches of up to \$50, and for other personal property which the police chief has pre-authorized in writing for on duty use by the officer in question and which is damaged or destroyed in the performance of the employee's duties.

28.5 The City shall provide three hundred dollars (\$300.00) every other year for boots for sworn police officers and sergeants to be used solely for City business. The City shall provide one hundred and fifty dollars (\$150.00) every other year for boots for property and evidence specialist to be used solely for City business. The City shall provide one hundred and fifty dollars (\$150.00) every year for code enforcement officers to be used solely for City business. The style and other standards will be set by the Chief of Police. Proper maintenance of the appearance of the boot is the responsibility of the employee.

ARTICLE 29 - SHIFT BIDDING

29.1 Sworn staff shall be allowed to bid for shifts by classification seniority by division (operations, investigations, and administration) based upon the following:

- A. Officers assigned to Patrol Operations who are eligible to bid by seniority, shall not be allowed to remain on any shift for more than twenty-four (24) consecutive months after which they will be required to rotate to a different shift for at least one (1) complete shift rotation. Sergeants assigned to Patrol Operations who are eligible to bid by seniority shall not be allowed to remain on any shift for more than twelve (12) consecutive months after which they will be required to rotate to a different shift for at least one (1) complete shift rotation. This requirement may be waived with the approval of the Chief of Police in cases of personal hardship or personnel situations. The decision to allow a new recruit (non-lateral hire) to bid by seniority with less than two (2) years of service may be made at the Chief's discretion.
- B. Shift Bidding Process. The bidding process for shifts will begin no later than November 1st of each year, at which time the list of available shifts and days off (shift slots) will be circulated. The shift/days off will be bid in order of classification seniority beginning with the most senior employee through the least senior until all shift slots are filled. The bidding process will be completed no later than November 30th of each year. The upcoming twelve (12) month schedule will be posted no later than December 15th of each year. The shift-days off selection process will be coordinated between representatives of the City and the bargaining unit each year.
- C. During the shift bidding process employees serving in the job classification of Sergeant will bid each of the available shifts (for example: day, swing, graveyard) and days off so that a Sergeant is scheduled to be on-duty during every twenty-four (24) hour period beginning at 12:00 a.m. each day.
- D. Seniority Shift Re-Bids and/or Mid-Shift Replacements - An employee, who voluntarily leaves a specialty assignment prior to the agreed-upon separation date associated with the employee's special assignment and who returns to work in a position which bids for shifts, shall be placed into a shift slot by the Department based upon a good faith analysis of operational and/or personnel needs of the Department.

An employee who is removed from a specialty assignment or whose specialty assignment is eliminated, and who returns to work in a position which bids for shifts, shall be allowed to exercise their seniority to select a shift slot that the employee would have been able to bid into during the Annual Shift Bid. The Association and the City may mutually agree to a timely re-bid to be effective at the next shift rotation.

If a vacant shift slot is projected to be available prior to the next shift rotation, the Association and the City may mutually agree to a timely re-bid to be effective at the next shift rotation.

- E. The Chief will provide the Association President or designee with work schedules, which includes the blocks of days off and recruit shift assignments. Staffing will be such that there will always be a senior officer working at all times. "Senior" officer is defined as an officer with four or more years law enforcement experience and two or more years of service with the City of Forest Grove. The Association President or designee will be responsible for scheduling that meets the requirements set forth by Article 29. If the requirements are not met, the Chief has the option to reassign as outlined below.
- F. In the event a shift becomes understaffed, the Police Chief may make any adjustments necessary to insure an adequate staffing level.
- G. During any three (3)-month shift bid rotation, the Police Chief or a designee may, for good cause and based upon a good faith analysis of operational and personnel needs of the Department, and due consideration of appropriate alternatives, reassign employees to a different shift. Except in emergencies, employees shall receive ten (10) days' notice of reassignment, which time may be waived by the employee on a non-precedent setting basis. Such good faith assignments shall not be grievable, but employees shall be afforded the opportunity to discuss the reassignment with the Police Chief upon request.

29.2 Members who serve in Special assignments (investigations, motorcycles, and full-time joint teams or task forces) shall accept shifts as assigned without regard to this shift bidding article. When multiple officers serve in the same special assignment, they shall exercise classification seniority to choose from shifts available to that assignment.

ARTICLE 30 - TRAVEL PAY

30.1 An employee is expected to use a City vehicle when required to report to work at another location whenever possible. If a City vehicle is not available, the employee shall be paid for the use of their personal transportation at the current authorized City mileage rate. Whenever required to travel as part of regular work activity, the employee shall be paid for actual meals and transportation expenses. Employees whose travel takes them away overnight, shall be compensated for actual lodging and for other expenses at the City's established policy which includes a per diem rate.

ARTICLE 31 - SAVINGS CLAUSE

31.1 Should any portion of this Agreement or amendment thereto be judged by a court of appropriate final jurisdiction to be in violation of any state or federal law, then that portion(s) shall become invalid and the remainder of the Agreement and amendments thereto shall remain in effect. The parties shall immediately enter negotiations for the purpose of replacing such invalid portion(s) of the Agreement.

ARTICLE 32 – BRADY

32.1 The parties recognize that the United States Supreme Court has consistently found that prosecutors, prior to trial, have an affirmative duty to disclose evidence that is potentially exculpatory or may be used for impeachment purposes of witnesses testifying on behalf of the government. Some of the information that is being disclosed is about government witnesses, including law enforcement employees represented by the Association.

In turn, this means that law enforcement agencies, including the City of Forest Grove Police Department, must collect and document exculpatory and impeachment information discovered pursuant to administrative and criminal investigations and provide the same in a timely manner to the Washington County District Attorney's Office (WCDA), or any other prosecutor's office for a determination of whether it needs to be provided to a defendant pursuant to its *Brady* obligations.

32.2 An employee who is subject to additional defense disclosure and discovery by the Washington County District Attorney's Office (WCDA), or any other prosecutor's office, but continues to be used as a witness by the prosecution, will not be subject to any adverse personnel action based solely on such status.

If the WCDA or any other prosecutor's office determines that an employee will not be called as a witness, the employee will be separated from service for one (1) or more of the following reasons: disciplinary termination, and/or administrative separation for inability to perform essential job functions.

This Section does not prohibit the City from taking disciplinary action or any other adverse personnel action (including a separation from employment due to inability to perform essential job functions) against an employee represented by the Association based on the underlying acts or omissions for which that employee's name was placed on a prosecutor-maintained list (described above), if the actions taken by the City otherwise conform to the rules and procedures related to discipline and discharge as set forth in this Agreement.

32.3 The City will contemporaneously provide the Association President and employee notice that the City has referred the matter to WCDA, or any other prosecutor's office, for a formal *Brady* Review.

ARTICLE 33 - TERM OF AGREEMENT

32.1 This Agreement shall be effective July 1, 2025 and shall remain in effect until June 30, 2028.

32.2 This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other between January 1 and March 1 that they wish to modify this Agreement.

FOREST GROVE POLICE ASSOCIATION

CITY OF FOREST GROVE

BY _____
Scott King, **Date**
President

BY Jesse VanderZanden, Date _____
City Manager

BY Yanelly Enriquez, Date _____
Treasurer

Appendix A

Wages

Note: Wage rates are shown monthly and hourly. Any variation between actual wage rates and the pay plan are unintentional and due to the Munis payroll system's rounding/calculations.

Classification

Effective 07/01/2025	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Records Specialist I	4,774 27.5399	4,964 28.6380	5,164 29.7919	5,371 30.9841	5,585 32.2203	5,811 33.5221
Records Specialist II	5,212 30.0721	5,422 31.2779	5,640 32.5380	5,866 33.8399	6,098 35.1779	6,343 36.5943
Community Outreach Specialist	5,212 30.0721	5,422 31.2779	5,640 32.5380	5,866 33.8399	6,098 35.1779	6,343 36.5943
Code Enforcement Officer	5,422 31.2831	5,639 32.5318	5,864 33.8294	6,098 35.1828	6,345 36.6044	6,595 38.0505
Property Evidence Specialist	5,503 31.7505	5,723 33.0173	5,952 34.3394	6,191 35.7164	6,440 37.1544	6,695 38.6235
Police Officer	6,476 37.3620	6,905 39.8341	7,213 41.6159	7,609 43.8961	7,953 45.8823	8,388 48.3899
Police Sergeant	8,261 47.6601	8,672 50.0331	9,108 52.5485	9,563 55.1688	10,040 57.9250	10,544 60.8298

Classification

Effective 07/01/2026	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Records Specialist I	4,965 28.6414	5,163 29.7836	5,371 30.9836	5,585 32.2235	5,808 33.5091	6,043 34.8630
Records Specialist II	5,421 31.2750	5,638 32.5294	5,866 33.8394	6,100 35.1938	6,341 36.5851	6,597 38.0578
Community Outreach Specialist	5,421 31.2750	5,638 32.5294	5,866 33.8394	6,100 35.1938	6,341 36.5851	6,597 38.0578
Code Enforcement Officer	5,639 32.5346	5,864 33.8328	6,098 35.1828	6,342 36.5899	6,599 38.0683	6,859 39.5721
Property Evidence Specialist	5,724 33.0206	5,952 34.3380	6,190 35.7130	6,439 37.1453	6,698 38.6409	6,963 40.1683
Police Officer	6,735 38.8563	7,181 41.4274	7,502 43.2808	7,913 45.6519	8,271 47.7173	8,723 50.3255
Police Sergeant	8,592 49.5664	9,019 52.0346	9,473 54.6505	9,945 57.3755	10,442 60.2423	10,966 63.2630

Appendix A

Wages

Note: Wage rates are shown monthly and hourly. Any variation between actual wage rates and the pay plan are unintentional and due to the Munis payroll system's rounding/calculations.

Classification

Effective 07/01/2027	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Records Specialist I	5,163 29.7870	5,369 30.9750	5,585 32.2231	5,809 33.5125	6,041 34.8495	6,285 36.2578
Records Specialist II	5,638 32.5260	5,864 33.8303	6,100 35.1933	6,344 36.6015	6,595 38.0485	6,861 39.5803
Community Outreach Specialist	5,638 32.5260	5,864 33.8303	6,100 35.1933	6,344 36.6015	6,595 38.0485	6,861 39.5803
Code Enforcement Officer	5,865 33.8360	6,099 35.1860	6,342 36.5899	6,596 38.0539	6,862 39.5909	7,134 41.1553
Property Evidence Specialist	5,953 34.3414	6,190 35.7115	6,438 37.1414	6,696 38.6308	6,966 40.1865	7,241 41.7750
Police Officer	7,005 40.4106	7,468 43.0846	7,802 45.0120	8,230 47.4779	8,602 49.6260	9,072 52.3385
Police Sergeant	8,935 51.5490	9,380 54.1159	9,852 56.8365	10,343 59.6706	10,860 62.6519	11,404 65.7933

Appendix B

Health Insurance VEBA Lump Sum Contributions

Cost Savings Sharing Program Description

If the City saves at least \$10,000 in premiums over what the City would have paid if the association members had retained their current medical and dental insurance coverages through CIS (City County Insurance Services) from the period of January 1 through December 31 each year, the City will make a lump-sum payment equivalent to 50% of the total cost savings divided by the number of eligible FGPA employees as of January 1st of each year of the contract into each eligible association member's VEBA account by March 15 of that year up to an annual maximum of \$1,000.

Eligible Employees Definition:

Current FGPA members as of December 31st of each year who elect a health insurance plan through the Northwest Firefighter's Relief Association Healthcare Trust and have been employed by the City of Forest Grove as a member of the FGPA for at least 6 months will be eligible for VEBA contributions as outlined above. For example, employees hired on or before July 1 of each year will be eligible for the VEBA contribution.

Cost Savings Evaluation Procedure

The method of establishing the basis for comparison and calculating cost savings will be as follows:

1. On Dec. 31st of each year of the contract beginning in 2024, the following criteria will be used to calculate if cost savings were realized:
 - a. The annual premium cost of the CIS insurance plans of either Regence or Kaiser based on the employees' elections in the Trust according to the CIS tier if eligible employees (according to paragraph above) would have been enrolled in CIS insurance plans;
 - b. The annual premium cost of the Trust's insurance for either the Regence or Kaiser Plan employees are currently enrolled in.
 - c. If the City's total premium costs of the CIS plans for eligible employees exceed the actual total premium costs of the Trust, the cost savings will be calculated and, if more than \$10,000, the amount of lump sum VEBA contribution per eligible member will be determined up to \$1,000 per employee.
 - d. The cost savings, if any, will be evaluated using the number of FGPA eligible members who have insurance coverage on December 31st of each year. For example, an employee who is hired April 1st will be counted in the eligible member number for the entire year and will be eligible for the lump sum VEBA contribution. An employee hired in October will not be counted in the eligible member number and will not be eligible for the lump sum VEBA contribution.
2. The City will use the known premium rates for each insurance plan for the calendar year being evaluated.
3. The CIS tier for each employee will be determined by the family members the employee has coverage for under the Trust, i.e. if the employee has two children covered by the Trust, the CIS tier used will be Employee + children.

STAFF REPORT TO CITY COUNCIL

TO: City Council

MEETING DATE: Jesse VanderZanden, City Manager

SUBJECT TITLE: January 12, 2026

ACTION REQUESTED: Resolution 2026-04 Approving an Intergovernmental Agreement (IGA) authorizing Forest Grove to continue being a member of the Broadband User Group (BUG)

☐ Ordinance ☐ Order ☒ Resolution ☐ Informational

2040 VISION PLAN

Action 4.13: Increase collaboration between Cornelius, Banks, Gales Creek, and others in the region to improve community connection.

BACKGROUND

In 1996, a group of 6 public agencies in the region formed a partnership to share technology assets and services. The partnership intended to use the Public Communications Network (PCN) that was defined in the existing cable television franchise to facilitate the connectivity. The term “Broadband” in the name was a reference to the technology at the time built into the cable modems for providing data connectivity, not the more current use of the word that is commonly used to refer to high speed internet to homes and businesses. The BUG services include internet, firewall protection, GIS data, dispatch data, and emergency communications data. The BUG provides these services only to partner agencies.

Over the years, additional members have joined, and the services shared by the group have evolved. There are now 18 partners participating in the group. The partners include Banks, Banks Fire, Beaverton, Cornelius, Clean Water Services, Hillsboro, King City, Lake Oswego, Metropolitan Area Communications Commission, North Plains, Sherwood, Tualatin Hills Park and Recreation District, Tigard, Tualatin, Tualatin Valley Fire and Rescue, Washington County, Washington County Consolidated Communications Agency, and Washington County Cooperative Library Services.

The partnership continues to provide better services at lower costs than the partners could achieve on their own. It also helps ensure smaller agencies who might have challenges managing some of the technology alone can leverage advanced tools to serve their communities. This IGA replaces the previous IGA originally passed in 2008 and amended in 2013. The new IGA is nearly unchanged and contains only housekeeping items to clarify certain portions. The new IGA is for five years, effective January 1, 2026 through January 1, 2031.

FISCAL IMPACT

The BUG is approved in the FY 25-27 budget. The expenses are projected to be \$30,800 in FY 25-26 and \$31,424 in FY 26-27.

RECOMMENDATION

Staff recommends Council approve Resolution 2026-01 Approving an Intergovernmental Agreement (IGA) authorizing Forest Grove to remain in the Broadband User Group (BUG).

ATTACHMENT

- Resolution 2026-01

RESOLUTION NO. 2026-04

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
AUTHORIZING FOREST GROVE TO CONTINUE BEING A MEMBER OF
THE BROADBAND USER GROUP (BUG) IN COOPERATION WITH 17 OTHER
MUNICIPALITIES, DISTRICTS, AND COMMISSIONS, FOR THE PURPOSE
OF PROVIDING BROADBAND SERVICES**

WHEREAS, ORS 190.010 allows units of government to enter into written intergovernmental agreements (IGA); and

WHEREAS, the current IGA for the Broadband Users Group (BUG) expires January 1, 2026; and

WHEREAS, the 18 governing participants in the BUG have agreed to extend the BUG until January 1, 2031; and

WHEREAS, each of the 18 participants must approve the new IGA to remain a participant in the BUG; and

WHEREAS, the BUG provides critical services such as internet, firewall protection, GIS data, dispatch data, and emergency communications data.

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

Section 1. The City Council hereby approves Exhibit A, an Intergovernmental Agreement (IGA) for the Broadband Users Group (BUG) and authorizes the City Manager to sign the IGA on behalf of the city.

Section 2. Resolutions 2008-12 and 2013-10 are hereby repealed upon the effective implementation date of this resolution.

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

PRESENTED AND PASSED this 12th day of January, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 12th day of January, 2026.

Malynda H. Wenzl, Mayor

Exhibit A

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement ("Agreement") is made by and between the City of Banks, the City of Beaverton, the City of Cornelius, the City of Forest Grove, the City of Hillsboro, the City of King City, the City of Lake Oswego, the City of North Plains, the City of Sherwood, the City of Tigard, the City of Tualatin, Banks Fire District, Clean Water Services, Metropolitan Area Communications Commission, Tualatin Hills Park and Recreation District, Tualatin Valley Fire and Rescue District, Washington County Consolidated Communications Agency, and Washington County, referred to individually as a "Party," and, collectively, as the "Parties" to this Agreement.

RECITALS

Whereas, the Parties agree that there are mutual benefits to collaboration and cooperation in the areas of information and technology;

Whereas, the Parties have established a history of successful cooperation in these areas; and

Whereas, the Parties desire to continue this cooperation.

Therefore, the Parties agree as follows:

TERMS AND CONDITIONS

1. **START AND END DATES.**

The **effective date** of this Agreement is January 1, 2026 ("Effective Date"). The term of the Agreement shall begin on the Effective Date and end on January 1, 2031. ("Term") The Term of the Agreement may be terminated earlier or extended as provided in this Agreement.

2. **PURPOSE**

2.1. The purpose of the Agreement is to foster collaboration between the Parties related to the use of information and technology. The collaboration may include sharing technology infrastructure, technology services, or expertise related to technology. Nothing in this Agreement is intended to create an intergovernmental entity described in ORS 190.010(5).

3. **DEFINITIONS**

3.1. *Charter*: A document defining the purpose, authority, and membership of a Work Group.

3.2. *Full Partner*: A Party that is a voting member of the Governing Body.

3.3. *Governing Board (GB)*: The board that fulfills the responsibilities set forth in section 5 of the Agreement.

3.4. *Lead Administrative Partner*: The Party that maintains and operates shared assets and manages the administrative and financial functions associated with this Agreement.

- 3.5. *Member Agency*: A Party that is a non-voting member of the Governing Board. Member Agencies are typically smaller agencies who benefit from the collaboration provided by the agreement but lack the financial or operational resources to be a Full Partner.
- 3.6. *Work Group*: A group that oversees the development and operation of specific services provided to the Parties. Work Groups may be formed permanently to provide ongoing services or may be temporary to complete a specific task or purpose.
- 3.7. *Written Notice*: A notice sent via mail or email that is required to be sent under the Agreement.

4. **GOVERNING BOARD**

- 4.1. The GB shall be composed of the chief executive officer or designee of each Full Partner and Member Agency. Only representatives from Full Partner may vote on matters related to the implementation of the Agreement.
- 4.2. The GB is responsible for:
 - 4.2.1. Providing strategic guidance and direction.
 - 4.2.2. Approving the budget including fees and dues to be charged to the Parties.
 - 4.2.2.1. Proposed budgets should be made available to Parties with sufficient time to review before the decision is to be made.
 - 4.2.2.2. Budgets should be sufficient to cover the expenses associated with the services provided to Parties and develop a reserve sufficient to cover replacement costs of BUG owned equipment. The Lead Administrative Partner shall serve as fiscal agent for the reserve fund created
 - 4.2.3. Approving the addition or expulsion of a Party.
 - 4.2.4. Approving the selection of the Lead Administrative Partners.
 - 4.2.5. Forming Work Groups and approving the charters of Work Groups.
 - 4.2.6. Supporting and empowering Work Groups to:
 - 4.2.6.1. Deliver the services provided to the Parties.
 - 4.2.6.2. Complete other duties as assigned by the GB.
- 4.3. The GB will adopt rules governing how it fulfills its responsibilities including if and how those responsibilities may be delegated.
- 4.4. Approval of budget, fees, special assessments, rules, procedures, and responsibility delegation will:
 - 4.4.1. Require a majority vote of Governing Board members representing Full Partners.
 - 4.4.2. Be presented with sufficient notice for Parties.

5. **RESPONSIBILITIES OF THE PARTIES.**

5.1. The responsibilities of the Parties under this Agreement include:

5.1.1. Participating in GB and Work Groups as appropriate.

5.1.2. Paying all fees and dues in a timely manner.

5.1.3. Abiding by any rules, policies, or guidelines developed and approved by the Work Groups tasked with providing services related to this Agreement.

6. **COMPLIANCE WITH APPLICABLE LAWS.**

Each Party shall comply with all applicable federal, state and local laws; and rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability. In addition, each Party agrees to comply with all local, state and federal ordinances, statutes, laws and regulations that are applicable to the responsibilities provided under this Agreement.

7. **RECITALS.**

The recitals above are incorporated herein as if fully set forth.

8. **TERMINATION, WITHDRAWAL, EXPULSION, AND OWNERSHIP.**

8.1. Each Party owns an undivided common interest in assets including equipment and software purchased and installed for common use after January 1st, 2026, and in all unexpended and unencumbered funds held by the Lead Administrative Partner related to this Agreement.

8.2. A Party may withdraw from the Agreement by giving at least 180 days written notice of its intent to withdraw to the Lead Administrative Partner ("Withdrawing Party"). The written notice must include a transition plan developed by the Withdrawing Party to allow the orderly and coordinated ending of all related services. The Withdrawing Party is responsible for the transition plan that must include: 1) an inventory listing each related interconnectivity requirement with certification that each is addressed prior to disconnection, 2) a written summary of a meeting with the Lead Administrative Partner to review termination requirements, and 3) a timeline for withdrawing based on that meeting with the Lead Administrative Partner.

8.3. The 180-day notice begins upon receipt of the complete written notification by the Lead Administrative Partner. After the notice period, the withdrawal will not be effective until the Withdrawing Party has paid the full fee for the entire fiscal year in which its request becomes final. Upon withdrawal, the Withdrawing Party is not entitled to a refund of any amounts for start-up, maintenance, or continuing costs, whether or not any amount is unencumbered or unexpended. Upon withdrawal, the Withdrawing Party has no financial obligations to the other Parties for future dues but forfeits any claims for goods or services purchased (or held for future purchases) under this Agreement.

- 8.4. A Party may withdraw without written notice or payment of the full fee as provided in sections 9.2-9.3 only with the written consent of all other Parties.
- 8.5. A Party's membership may be terminated for default if any Party fails to (a) pay dues within 90 days of being assessed; or (b) acts in any manner inconsistent with the duties and obligations of a Party, which include violating the rules and procedures outlined by a Work Group or GB and does not act to correct the violation in a timely manner ("Defaulting Party"). The GB may consider and decide that a Defaulting Party will be terminated for default if one or more of the above conditions are met. The GB's decision shall specify the reasons for the termination for default. Upon the GB deciding on termination, the GB, upon not less than 10 days' written notice to the Defaulting Party, which includes a copy of the decision, shall hold a meeting, special or general, to consider whether or not termination will best serve the interests of the other Parties. At such meeting, the Defaulting Party shall be provided an opportunity of not less than 30 minutes to address the GB and respond to the allegations. A vote to terminate for default under this section requires 75% of the Partner GB members. The Defaulting Party will be excluded from the 75% calculation. A termination pursuant to this section shall be effective immediately, and the Defaulting Party that was voted to be terminated shall be treated as a Withdrawing Party as defined in section 9.2 for all other purposes.
- 8.6. This Agreement may be terminated upon mutual agreement of all Parties. At the time of termination, all Parties are entitled to a share of the proceeds of the sale of shared assets including equipment and software and any unexpended and unencumbered funds held for use under this Agreement in the proportion as set by the GB at the time of termination.
9. **CHANGES.**
Modifications to this Agreement are valid only if made in writing and approved by 75% of the Parties.
10. **INDEMNIFICATION.**
Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, each Party agrees to hold harmless, defend, and indemnify each other, including their officers, agents, and employees, against all claims, demands, penalties, actions and suits (including the cost of defense thereof and all attorney fees and costs, through all appeals) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the acts or omissions of that Party or its officers, employees or agents.
11. **ACTION, SUITS OR CLAIMS.**
Each Party shall give the others prompt written notice of any action or suit filed or any claim made against that Party that may result in claims or litigation in any way related to this Agreement.

12. **INSURANCE.**

Each Party agrees to maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 to 30.274.

13. **NO THIRD-PARTY BENEFICIARIES.**

Except as set forth herein, this Agreement is between the Parties and creates no third-party beneficiaries or obligations. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third parties unless such third parties are expressly described as intended to be beneficiaries of its terms.

14. **REMEDIES, NON-WAIVER.**

The remedies provided under this Agreement shall not be exclusive. The Parties shall also be entitled to any other equitable and legal remedies that are available. No waiver, consent, modification or change of terms of this Agreement shall bind the parties unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by a Party of that or any other provision.

15. **OREGON LAW, DISPUTE RESOLUTION AND FORUM.**

This Agreement shall be construed according to the laws of the State of Oregon, without regard to conflict of law principles. The Parties shall negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within fourteen (14) calendar days, the Parties may pursue any available legal remedies. Any litigation between the Parties arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Washington County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon. The Parties consent to personal jurisdiction of the courts identified in this section.

16. **ASSIGNMENT.**

No party shall assign its rights or obligations under this Agreement, in whole or in part, without the prior written approval of the other Party or Parties.

17. **SEVERABILITY/SURVIVAL OF TERMS.**

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

18. **FORCE MAJEURE.**

In addition to the specific provisions of this Agreement, performance by any Party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the Parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the Party to be excused.

19. **INTERPRETATION OF AGREEMENT.**

This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision. The section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

20. **INTEGRATION.**

This document constitutes the entire agreement between the parties on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind on the subject, including the Broadband User's Group Intergovernmental Agreement.

21. **OTHER NECESSARY ACTS.**

The Parties shall execute and deliver to each other any and all further instruments and documents as may be reasonably necessary to carry out this Agreement.

22. **NOTICE.**

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing. Any notice given by one Party to the other Party shall be deemed given and delivered (a) two days after being mailed by U.S. mail, postage prepaid; (b) one day after being sent by email, read receipt confirmed; or (c) when received, if personally delivered to the Party at the Party's physical address.

For the City of Banks

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the Banks Fire District

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of Beaverton

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of Cornelius

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For Clean Water Services

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of Forest Grove

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of Hillsboro

Contract Administrator Name, Title: **Greg Mont, CIO**

Address, City, State and ZIP Code: **150 E Main St, Hillsboro, OR 97123**

Telephone: **503-681-5401**

Email: **greg.mont@hillsboro-oregon.gov**

For the City of King city

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of Lake Oswego

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For Metropolitan Area Communications Commission

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of North Plains

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of Sherwood

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the Tualatin Hills Park and Recreation District

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of Tigard

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For the City of Tualatin

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For Tualatin Valley Fire and Rescue

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For Washington County

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

For Washington County Consolidated Communications Agency

Contract Administrator Name, Title:

Address, City, State and ZIP Code:

Telephone:

Email:

23. **COUNTERPARTS.**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

All of the aforementioned is hereby agreed upon by the parties and executed by the duly authorized representatives of the parties signing on the next page.

FOR CITY OF BANKS _____ <i>Signature</i> _____ <i>Name (Printed)</i> _____ <i>Title</i> _____ <i>Date</i>	FOR BANKS FIRE DISTRICT _____ <i>Signature</i> _____ <i>Name (Printed)</i> _____ <i>Title</i> _____ <i>Date</i>
FOR CITY OF BEAVERTON _____ <i>Signature</i> _____ <i>Name (Printed)</i> _____ <i>Title</i> _____ <i>Date</i>	FOR CITY OF CORNELIUS _____ <i>Signature</i> _____ <i>Name (Printed)</i> _____ <i>Title</i> _____ <i>Date</i>

FOR CLEAN WATER SERVICES _____ <i>Signature</i> _____ <i>Name (Printed)</i> _____ <i>Title</i> _____ <i>Date</i>	FOR CITY OF FOREST GROVE _____ <i>Signature</i> _____ <i>Name (Printed)</i> _____ <i>Title</i> _____ <i>Date</i>
FOR CITY OF HILLSBORO _____ <i>Signature</i> _____ <i>Name (Printed)</i> _____ <i>Title</i> _____ <i>Date</i>	FOR CITY OF KING CITY _____ <i>Signature</i> _____ <i>Name (Printed)</i> _____ <i>Title</i> _____ <i>Date</i>

FOR CITY OF LAKE OSWEGO _____ <i>Signature</i> _____ <i>Name (Printed)</i> _____ <i>Title</i> _____ <i>Date</i>	FOR METROPOLITAN AREA COMMUNICATIONS COMMISSION _____ <i>Signature</i> _____ <i>Name (Printed)</i> _____ <i>Title</i> _____ <i>Date</i>
FOR CITY OF NORTH PLAINS _____ <i>Signature</i> _____ <i>Name (Printed)</i> _____ <i>Title</i> _____ <i>Date</i>	FOR CITY OF SHERWOOD _____ <i>Signature</i> _____ <i>Name (Printed)</i> _____ <i>Title</i> _____ <i>Date</i>

FOR TUALATIN HILLS PARK AND RECREATION DISTRICT _____ <i>Signature</i> _____ <i>Name (Printed)</i> _____ <i>Title</i> _____ <i>Date</i>	FOR CITY OF TIGARD _____ <i>Signature</i> _____ <i>Name (Printed)</i> _____ <i>Title</i> _____ <i>Date</i>
FOR CITY OF TUALATIN _____ <i>Signature</i> _____ <i>Name (Printed)</i> _____ <i>Title</i> _____ <i>Date</i>	FOR TUALATIN VALLEY FIRE AND RESCUE _____ <i>Signature</i> _____ <i>Name (Printed)</i> _____ <i>Title</i> _____ <i>Date</i>

FOR WASHINGTON COUNTY	FOR WASHINGTON COUNTY CONSOLIDATED COMMUNICATIONS AGENCY
_____ <i>Signature</i>	_____ <i>Signature</i>
_____ <i>Name (Printed)</i>	_____ <i>Name (Printed)</i>
_____ <i>Title</i>	_____ <i>Title</i>
_____ <i>Date</i>	_____ <i>Date</i>