



CITY COUNCIL MEETING

Monday, August 24, 2026
Community Auditorium, 1915 Main Street

Malynda Wenzl, Mayor

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

Michael Marshall, Councilor
Karen Martinez, Councilor
Brian Schimmel, Councilor

[TVCTV Livestream](#)

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

5:30 PM - EXECUTIVE SESSION

EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC. No formal decisions or actions will be taken. Representatives of the news media may attend some sessions, but may not disclose any information discussed, and may not attend sessions on labor negotiations per ORS 192.660(4). News media representatives can request a link to attend via Zoom by emailing the City Recorder's Office at: mwoods@forestgrove-or.gov

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

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

6:15 PM - CITY COUNCIL WORK SESSION

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

Forest Grove Senior and Community Center

Staff: Anne Lane, Parks & Recreation Director; Jesse VanderZanden, City Manager

7:00 PM - CITY COUNCIL MEETING

A. Call to Order

1. Roll Call
2. Land Acknowledgement
3. Pledge of Allegiance
4. **9/11 Day of Service and Remembrance Proclamation**

- B. Public Comment:** Time provided for anyone wishing to speak to the Council on any item 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 extended by the Council. Zoom attendees may use the “Raise Hand” option to be called on.
- C. Consent Agenda:** Items considered routine, that are adopted with a single motion without discussion. Councilors may remove items prior to the motion to adopt. Any removed items are discussed and acted upon following the approval of the remaining items.
1. **RESOLUTION 2026-34 CONSENTING TO APPOINTMENTS TO CITY OF FOREST GROVE ADVISORY BOARDS, COMMITTEES AND COMMISSIONS**
 2. Monthly Building Report - July 2026
 3. Tourism Sponsorship Award – Home Town Harvest
- D. Additions/Deletions**
1. City Manager
 2. Proposed by Councilors
- E. Presentations:** The Council will hold questions until the end of each presentation.
- F. 7:15 Public Hearings, Ordinances, and Resolutions**
1. **RESOLUTION 2026-35 AUTHORIZING THE PURCHASE OF PROPERTY IDENTIFIED AS TAX LOTS 1S40100-00400 AND 1S40100-00401 FOR THE EXPANSION OF ADJACENT CITY PARK PROPERTY AND AUTHORIZING CITY MANAGER TO COMPLETE PURCHASE**
Staff: Anne Lane, Parks & Recreation Director
 2. **RESOLUTION 2026-36 AUTHORIZING CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH METRO TO RECEIVE ACQUISITION FUNDING**
Staff: Anne Lane, Parks & Recreation Director
 3. **RESOLUTION 2026-37 AUTHORIZING CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH CLEAN WATER SERVICES (CWS) REGARDING COOPERATIVE MANAGEMENT**
Staff: Kim Ezell, Assistant City Manager
 4. **RESOLUTION 2026-38 AUTHORIZING THE CITY MANAGER TO SUBMIT CITY COUNCIL LEGISLATIVE PRIORITIES TO THE LEAGUE OF OREGON CITIES**
Staff: Jesse VanderZanden, City Manager

5. **RESOLUTION 2026-39 AUTHORIZING EXECUTION OF A LABOR AGREEMENT BETWEEN THE CITY OF FOREST GROVE AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3786, COUNCIL 75, EFFECTIVE JULY 1, 2026 AND EXPIRING JUNE 30, 2029**
Staff: Brenda Camilli, Human Resources Director
6. **RESOLUTION 2026-40 ADOPTING CITY MANAGER'S PERFORMANCE REVIEW**
Staff: Brenda Camilli, Human Resources Director
7. **RESOLUTION 2026-41 AUTHORIZING COMPENSATION FOR CITY MANAGER FOR FISCAL YEAR 2026-27**
Staff: Brenda Camilli, Human Resources Director

G. 8:00 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. 8:30 Adjournment

8:30 PM - URBAN RENEWAL AGENCY BOARD MEETING

See separate agenda.

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



SENIOR AND COMMUNITY CENTER

Jesse VanderZanden | City Manager

Anne Lane | Parks and Recreation Director

City Council Work Session | August 24, 2026

City of Forest Grove

AGENDA

Vision 2040 Plan

Purpose

Background

Consultant Assessment

Consultant Recommendation

Options Review

Consensus

VISION 2040 PLAN

3



- **2040 GOAL STATEMENT:** Healthy and Active Community
- **2040 OUTCOME:** Increase recreation opportunities for all / Increase safe and accessible recreation opportunities
- **2040 ACTIONS:**
 - 3.3: Explore options for a multi-use recreation/community facility that includes space for recreation, events, mentorship, education, and connection
 - 3.6: Identify and reduce barriers to participation in recreation
 - 3.7: Increase access to recreation opportunities for people with disabilities

VISION 2040 PLAN

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- **2040 GOAL STATEMENT:** Community Connection
- **2040 OUTCOME:** Inclusive and accessible spaces for people of all ages to gather and connect
- **2040 ACTIONS:**
 - 4.2: Explore opportunities to create a central community gathering space that is welcoming for all ages
 - 4.4: Increase and enhance opportunities at the Senior and Community Center
 - 4.6: Increase the number of volunteers and volunteer programs, and improve the culture of volunteerism

PURPOSE

5

To reach consensus on the operation and management framework for the Forest Grove Senior and Community Center.

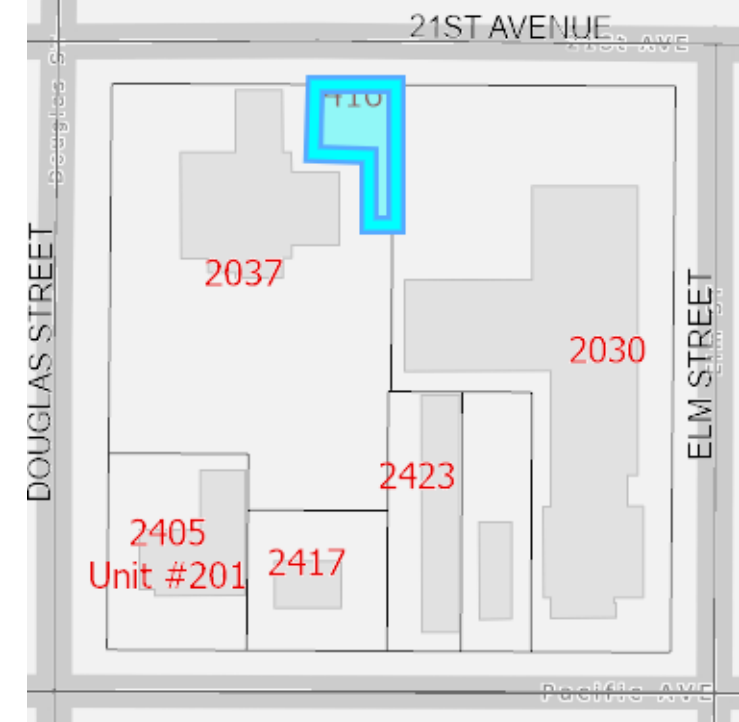
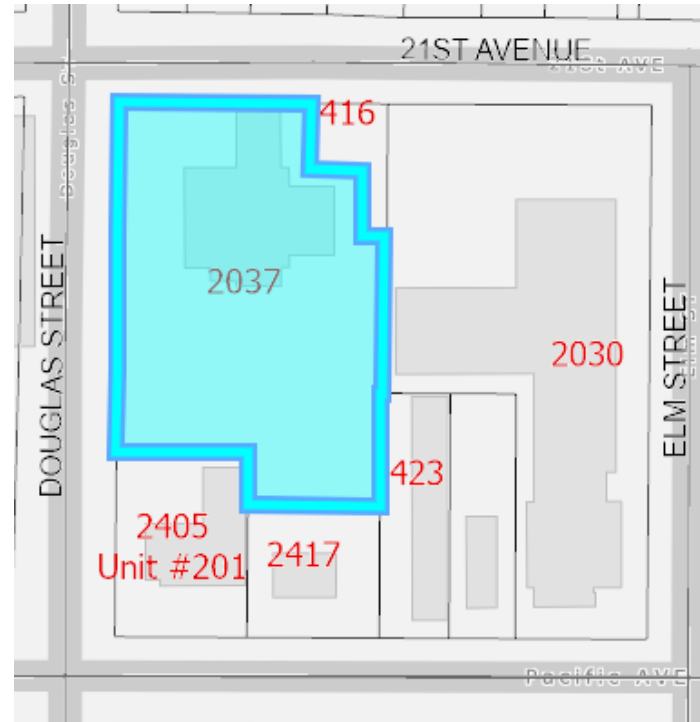
The options are:

- A. Non-profit operated and managed
- B. City operated and managed in partnership with non-profits (Hybrid)

BACKGROUND: PROPERTY

6

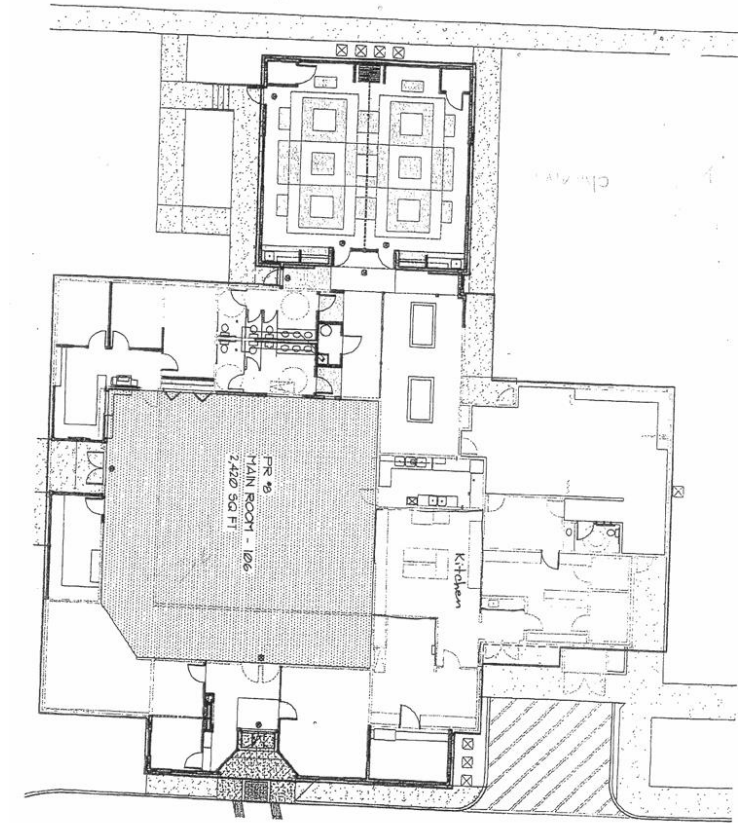
- Two separate tax lots
 - 1.24 acres
 - 0.09 acres
- Donated to Forest Grove Senior Center Inc. in 1972
- Deeded to City in 1993



BACKGROUND: FACILITY

7

- Constructed in 1978 using CDBG funds
- CDBG Project Agreements:
 - #4215: \$410,000 | North Addition | 2003
 - #7216: \$37,000 | Kitchen & Flooring | 2006
 - #8205: \$325,000 | Kitchen remodel | 2018
- Encumbered until 2038
- Approximately 9,600 square feet
- Recent improvements:
 - Re-roof 2016
 - Kitchen remodel 2019
 - ARPA Improvements 2021-2024: alarm system / floor / windows / doors / paint / HVAC / restrooms



Parking Lot

BACKGROUND: CURRENT CITY BUDGET

8

Approximately \$40,000/year

Operating:

- City pays all utility bills except natural gas
- Approximately \$25,000/year | General Fund

Capital:

- City responsible for all structural maintenance and repairs
- Approximately \$15,000/year | Capital Fund

BACKGROUND: OPERATION AGREEMENT ⁹

- Operated by a non-profit since operations began
 - Forest Grove Senior and Community Center (1972-2024)
 - Centro Cultural (2025-December 31, 2026)
- Governed by an Operations Agreement between City and Operator that:
 - Defines primary purpose and use of facility
 - Appoints City Council liaison
 - Grants an exclusive operating license to Operator
 - Defines Obligations of Operator
 - Defines Obligations of Owner (City)



PROST MASTER PLAN & FGSCC INTEGRATION

AUGUST 2026 UPDATE

MATRIX
CONSULTING GROUP

DEFENSIBLE DECISION



SERVICE MODEL

A clear service and program model is required to determine who the facility serves and the mix of programs it will offer based on what the community wants and needs.



PRO FORMA

A credible operating pro forma should be built on adopted cost recovery targets to build a true pro forma and budget that aligns with service delivery.



FACILITY

A facility condition and capital plan with a remaining useful life estimate for each system is required to understand future capital needs.



UNKNOWNNS

Who will utilize the facility? Is there a demand that is unmet? Can the facility recruit volunteers or utilize non-profit partners to provide programs?



DOCUMENTED PROGRAMS

HEALTH & WELLNESS

Exercise and fitness classes; foot care clinics, medical equipment loan, CPR.

EVENTS & FUNDRAISERS

Trunk or Treat, Tree Lighting, various special events.

NUTRITION & FOOD

Meals on Wheels, First Friday dinners, food distribution.

RENTALS

Community garden rentals, public rentals, faith-based rentals.

CLUBS & SOCIAL EVENTS

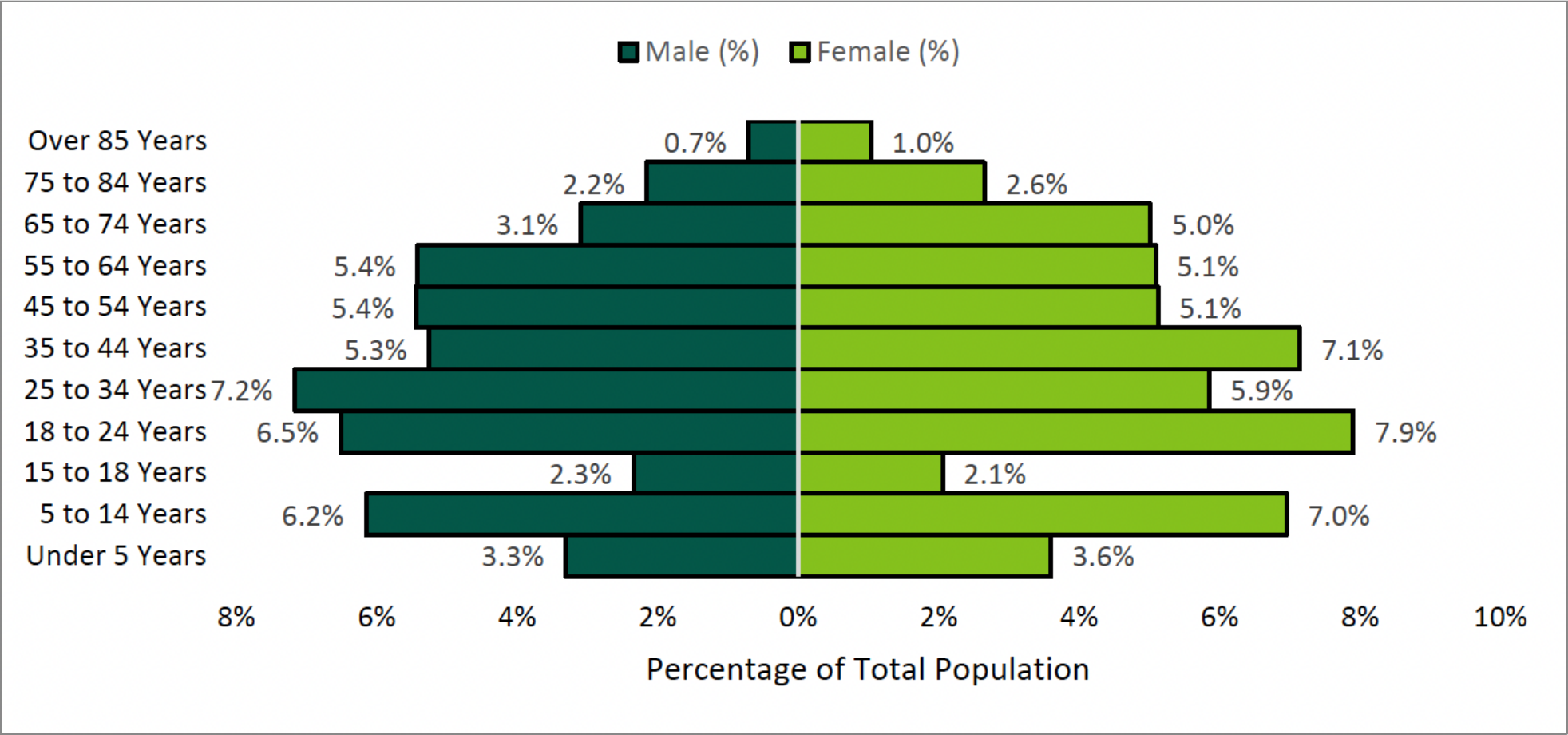
Card groups, quilters, machine knitters, rock and gem club, wood carvers, Rotary.

OTHER

Day trips, education and skill supports, wellness services.



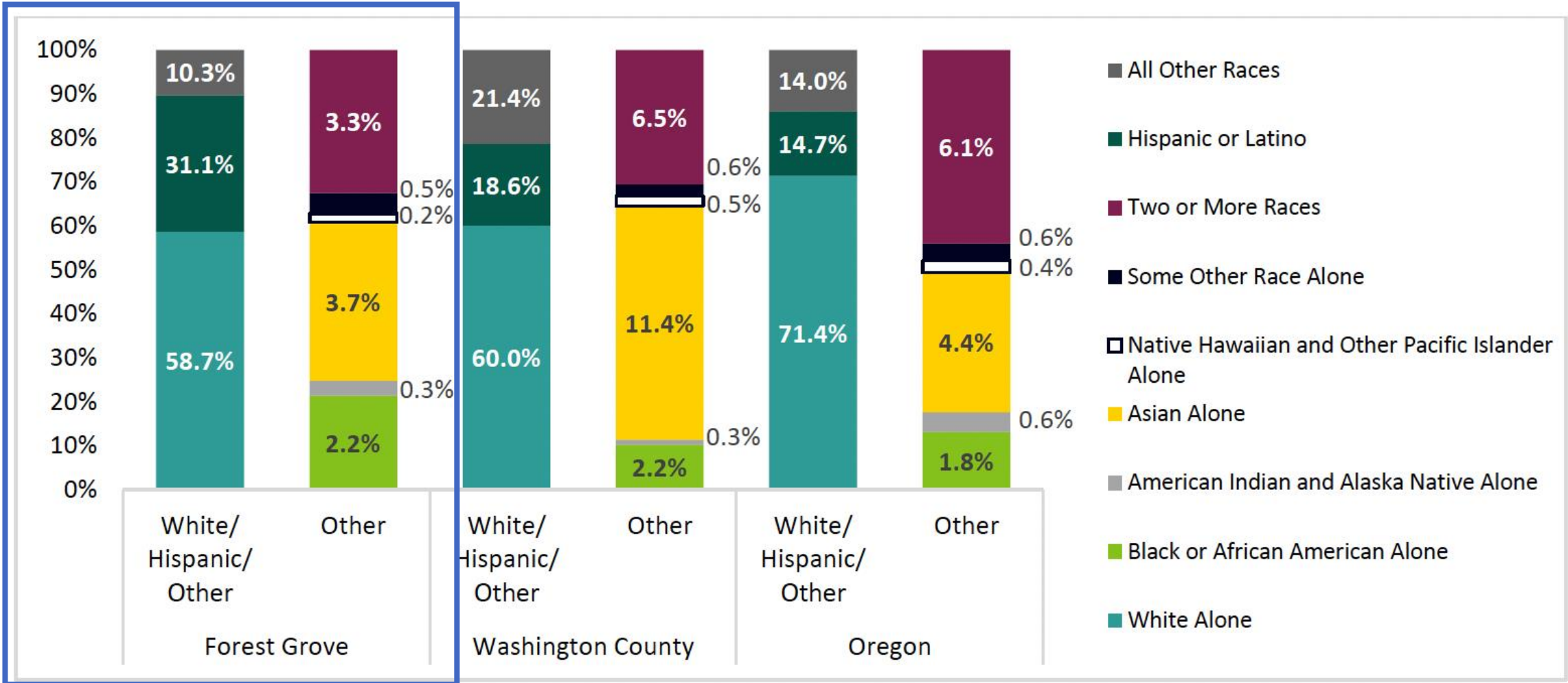
DEMOGRAPHIC TRENDS



Source: US Census Bureau ACS 2020-2024 5-year Estimates, Table DP05.



DEMOGRAPHIC TRENDS



Source: US Census Bureau ACS 2020-2024 5-year Estimates, Table DP05.



RECREATION TRENDS

Close-to-Home Priority	Statewide	Statewide Urban	Statewide Suburban	Statewide Rural	Households w/ Disabilities	Low-Income	Age 60+	Asian	Black/African American	Hispanic/ Latino/a	Mixed Race
Clean and well-maintained facilities	1	1	1	1	1	1	1	1	1	1	2
Restrooms	2	2	2	2	2	2	2	2	2	3	3
Free-of-charge recreation opportunities	3	3	3	3	3	3	3	3	4	2	1
Parks and recreation areas	4	4	4	4	5	5	4	5	X	4	5
Directional signs and details about trails	5	5	5	5	X	X	5	4	5	X	4
Accessibility and opportunities for people with disabilities	X	X	X	X	4	X	X	X	3	5	X
Nature and wildlife viewing areas	X	X	X	X	X	4	X	X	X	X	X



PRELIMINARY ENGAGEMENT FINDINGS



The image shows a promotional flyer for the Forest Grove PROST Plan Mini-Poll #2 of 5: Park Usage. The flyer features a green header with the Forest Grove PROST Plan logo and the text "Parks • Recreation • Open Space • Trails". Below the header, the text "GET INVOLVED!" is written in green, followed by "PROST PLAN MINI-POLLS" in black. A teal box contains the text "MINI-POLL #2 OF 5: PARK USAGE". Below this, a paragraph reads: "Forest Grove, we want to hear from you! Take this quick 2-3 minute mini-poll and help shape the future of Forest Grove's parks, recreation, open spaces, and trails. Visit the link below to get started!". At the bottom, the link "tinyurl.com/EGPROST-MiniPoll2" is provided, flanked by green leaf icons.

**FOREST GROVE
PROST PLAN**
Parks • Recreation • Open Space • Trails

GET INVOLVED!
PROST PLAN MINI-POLLS

**MINI-POLL #2 OF 5:
PARK USAGE**

Forest Grove, we want to hear from you!
Take this quick 2-3 minute mini-poll and help shape
the future of Forest Grove's parks, recreation, open
spaces, and trails. Visit the link below to get started!

tinyurl.com/EGPROST-MiniPoll2



FOREST GROVE PROST PLAN

If Forest Grove could make one major investment over the next 10 years, which would you prioritize? Choose your **top 2 priorities.**



MINI-POLL RESPONSES



2,189 VIEWS	1,591 VISITS	1,129 VISITORS	588 CONTRIBUTORS
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Mini-Poll	Topic	Released	Contributors
#1	Current Conditions	Mon, July 20	240
#2	Park Usage	Mon, July 27	193
#3	Recreational Programming	Mon, August 3	146
#4	Recreational Improvements	Mon, August 10	162
#5	Aquatics and Senior Center	Open, Promoted Aug. 17	28



ON-SITE ENGAGEMENT



Location	Votes Cast	Est. Participants (top-3 board)	Est. Participants (top-2 board)
Senior & Community Center	95	17	22
Forest Grove City Library	36	6	10
Aquatic Center	163	22	49
Lincoln Park	66	10	18
Pink Spoon	128	17	39
Total:	488	71	137



WHAT ARE WE WATCHING?



REPRESENTATION

Across all mini-polls, 77-84% of respondents identify as Caucasian or White. Only 6-13% identified as Hispanic or Latino.



YOUTH VOICE

Only one respondent under 12 and a few teens per poll.



AQUATICS & SENIOR CENTER

Too early to have clear indicators on the poll results yet, but early information indicates a need for increased communication and an unmet demand.



OPEN-ENDED RESPONSES

330 written comments received so far.



WHAT IMPROVEMENTS WOULD YOU MOST LIKE TO SEE?

Option	Pop-up votes	Pop-up rank	Mini-Poll #4	Poll rank
More walking and biking trails	50	1	69.9%	1
Upgraded playgrounds	29	2	40.4%	3
More sports and fitness facilities	24	3	42.8%	2
Space for hosting live music	22	4	12.1%	10
Improved safety and security	20	5	19.3%	6
Improved accessibility for all users	17	6	13.9%	8
Increased environmental conservation	16	7	17.5%	7
Public art and cultural elements	16	7	27.7%	4
More picnic and gathering spaces	13	9	27.1%	5
Space for events	7	10	13.3%	9



MAJOR INVESTMENT OVER THE NEXT 10 YEARS

Option	Pop-up votes	Pop-up rank	Mini-Poll #4	Poll rank
Splash pads / water features	42	1	26.2%	3
Trails and pathways	37	2	44.6%	1
Natural areas / open space	37	2	23.8%	4
Indoor recreation space	34	4	36.3%	2
Accessibility for all users	25	5	10.7%	9
Playgrounds	24	6	11.9%	6
Community gathering spaces	24	6	11.3%	8
Sports fields and courts	19	8	10.7%	9
Neighborhood parks	17	9	11.9%	6
Recreation programming	15	10	12.5%	5



TRENDS & DEMOGRAPHIC THEMES



REPOSITION



SOCIAL CONNECTION



PARTNERSHIPS



FLEXIBLE SPACE



DIVERSIFIED FUNDING



INTERGENERATIONAL



EXPECTATIONS



ACCESS



RECOMMENDED PROGRAM MIX

Continue: HEALTH & WELLNESS

Fitness, fall prevention, and chronic disease programs. Potential partner delivery model.

Develop: LIFELONG LEARNING

Classes, technology, and language offerings through a partnership with Pacific University.

Expand: MEALS & NUTRITION

On-site meals and food access. Already in place with Meals on Wheels. Potential to expand services.

Expand: RENTALS

Room rentals and event space.

Expand: SOCIAL & RECREATION

Volunteer led clubs, games, trips, and events. Programs that reach all.

Develop: SUPPORT SERVICES

Information and referral opportunities, assistance with benefits navigation. Potential partner delivery model.



Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun
7–8 AM		Rotary					
8–9 AM							
9–10 AM	Senior Exercise			Safe Driving Class			
10–11 AM	Senior Stretch	Yoga & Carvers Club	Quilting Group & Senior Exercise	Senior Stretch	Senior Exercise		
11–12		TOPS		Medicare	Karaoke		
12–1 PM		Meals on Wheels	31 Card Game	Meals on Wheels			
1–2 PM	Zumba	Bingo	Games	Bridge & Dominoes	Coffee & Canvas		Faith Based Rental
2–3 PM							Pinochle
3–4 PM							
4–5 PM		Tech Cafe					
5–6 PM							
6–7 PM			Pinochle	Bunco	First Friday Dinner		
7–8 PM				Rock & Gem Club			
8–9 PM							
Legend:	Senior Core (anchor)	Active Adult & Wellness	Arts & Lifelong Learning	Youth, Teen & Family	Nutrition & Support Services	Rentals & Partnerships	Available / flex

Time	Mon	Tue	Wed	Thu	Fri	Sat	Sun
7–8 AM	SilverSneakers		SilverSneakers		SilverSneakers		
8–9 AM	Open Ping Pong & Billiards	SilverSneakers	Coffee & Conversations	SilverSneakers	Open Ping Pong & Billiards		
9–10 AM	Cardio & Strength	Fit & Strong	Tai Chi	Fit & Strong	Cardio & Strength	Family Fitness / Zumba	
10–11 AM	Gentle Yoga / Stretch	Line Dance	Zumba Gold / Stretch	Gentle Yoga	Senior Stretch	Youth Art STEM	
11–12	Health & Wellness talk	Lifelong Learning - Pacific U	Foot Care / BP Clinic	Info & Referral Benefits	Congregate Lunch + Free Food Mkt (last Fri)	Bilingual Story Time Family Event	Community Rental
12–1 PM	Congregate Lunch — Meals on Wheels						
1–2 PM	BINGO (fundraiser)	Quilters / Knitters	Carvers / Art & Social	Zumba	Social Hour / Cards		
2–3 PM	Cards / Pinochle	Mah Jongg & Bridge	Rock & Gem Club	TOPS / Wellness group	Art & Social Club		
3–4 PM	Afterschool – Homework Club						Open Drop In Time Library & Games
4–5 PM	Afterschool STEM / Maker	Teen Open Esports	Afterschool Sports & Play	Teen Leadership Art			
5–6 PM	Zumba (adult)	Community Café	Adult Fitness	Community Café	First Friday Community Dinner & Cultural Event	Rental / Event	
6–7 PM	ESL Classes	Tuesday Night Social	Dance Class	Caregiver Support			
7–8 PM	Adult Ping Pong League	Coffee & Canvas	Room Rental / Mtg	Family Game Night			
8–9 PM	Room Rental / Club Mtg	Room Rental / Mtg					

BUDGET IMPLICATIONS

- The City currently provides roughly \$40,000 in utility and operating needs. The City has also contributed significant capital through grant funding to the overall facility structure and systems (HVAC, roof, etc).
- Positions currently funded in the GF can shift to provide coverage at the Center. Volunteer and intern opportunities can cover gaps with partnerships and program agreements as services develop and grow.
- Additional personnel would be added when programming and rental capacity exceeds current staffing and revenue stabilizes.



FACILITY CONDITION



Structure

The facility is in good condition. The primary issue is a lack of storage and spaces that no longer align with their original intended use.



Mechanical

The primary system was installed in 2021 and is in good condition.

Ductboard is deteriorating and affecting airflow balance.



Electrical

Switchgear and panels are in good condition.

LED & regular bulbs throughout the facility are standardizing.



Plumbing

Uninsulated walk-in coolers.

No fire suppression; no issues with the alarm panel noted.



POTENTIAL OPERATING MODELS



1

NON-PROFIT MODEL

Non-profit staffs the building and provides services.

Non-profit keeps revenues and has exclusive use.

Limited ability for the City to expand programs and services.

2

HYBRID MODEL

Utilize multiple non-profits and partners to assist with programs and services.

Utilize non-profits and partners to assist with fundraising and event management.

Requires additional resources and management from City.

Allows City to continue current programming and expand offerings.



RECOMMENDED MODEL

Hybrid Management

Position the building as the community's flexible, all-ages hub, anchored by recreation programming, and operate it as a City facility with non-profit and partner support and engagement.



PURPOSE

3
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To reach consensus on the operation and management framework for the Forest Grove Senior and Community Center.

The options are:

- A. Non-profit operated and managed
- B. City operated and managed in partnership with non-profits (Hybrid)

OPTION A:

**NON-PROFIT OPERATED
AND MANAGED**

OPTION A: TRANSITION PLAN

3
2

- RFP process takes 3-4 months.
- Potential timeline:
 - September: Work session to confirm RFP terms / scoring criteria
 - Sept - Oct: Advertise
 - October: Staff scores and makes recommendations to Council
 - October: Work session to interview proposers and select provider
 - Oct - Nov: Intent to award and protest period
 - November: Award
 - Nov - Dec: Transition
- No entity has expressed interest thus far

OPTION B:

**CITY OPERATED AND MANAGED IN
PARTNERSHIP WITH NON-PROFITS
(HYBRID)**

OPTION B: TRANSITION PLAN

3
4

- Staff will need to develop the following:
 - Operating Plan
 - Staffing Plan
 - Budget Impacts
 - Programming
 - Partner Development

OPTION B:

**TRANSITION PLAN
DEFINED**

OPTION B: OPERATING PLAN

3
6

For the first year, “do no harm” approach:

- Maintain existing programs and look to expand into multi-generational programs
- Maintain existing hours of Monday-Friday 8a-4p
- Maintain current leases and rental agreements
- Fold programs and communications into existing structures such as website, social media, e-newsletter, newsletter, etc.
- Consider sub-branding as part of Communications and Branding Plan
- Assess all operations for potential opportunities

OPTION B: STAFFING PLAN

3
7

- Move Recreation Coordinator full-time to FGSCC and reclassify to Supervisor
- Move Administrative Specialist part-time to FGSCC
- Utilize Cashier positions to fill staffing gaps and provide coverage
- Will require additional custodial and landscaping: staff looking into options
- Volunteers: Create volunteer program to help with staffing and programming

OPTION B: BUDGET IMPACTS

3
8

Financial Assumptions:

- Recreation Coordinator and recreation programming funding continue in levy
- Administrative Specialist and Cashiers continue in budget
- Existing level of city budget continues
- Will require additional personnel to maintain coverage

Revenues:

- Accrue to the City, not the non-profit
- Dependent on programming and non-profit participation
- City will seek to continue/reinstate programs that generate revenue
- Work with non-profits on potential fundraising for the Center

Expenses:

- Increased staffing expenses
- Increased one-time equipment expenses
- Increased custodial and landscaping expenses
- Increased ongoing operational expenses

OPTION B: BUDGET IMPACTS

3
9

YEAR 1 ESTIMATES	Increase In Expense Amount	Increase In Revenue Amount	NET DIFFERENCE
Facility Rents & Leases		\$25,000	\$25,000
Programs & Events	\$5,000	\$10,000	\$5,000
Personnel	\$21,200		(\$21,200)
Custodial	\$15,200		(\$15,200)
Landscaping	\$7,800		(\$7,800)
Facility Maintenance	\$10,000		(\$10,000)
Materials/Supplies/Services	\$5,000		(\$5,000)
Utilities & Insurance	\$1,000		(\$1,000)
TOTAL	(\$65,200)	\$35,000	(\$30,200)

**amounts shown are planning estimates only and are in addition to current budgeted amounts*

OPTION B: PROGRAMMING

4
0

Existing FGSCC programs:

- Assess and adjust as needed to optimize participation and access

Existing Parks & Recreation programs:

- Expand to year-round if feasible, bring indoors and into City operated facility

New programs:

- Develop year-round special interest programs, services and events that yield high participation, revenue generation and maximize facility use

OPTION B: PARTNER DEVELOPMENT

4
1

Existing FGSCC partners:

- Assess role, alignment with City purpose, and service provided

Existing Parks & Recreation partners:

- Assess role, alignment with City purpose, and service provided

New partners:

- Develop relationships that are mutually beneficial

DISCUSSION ITEMS

4
2

- Questions
- Discussion of preferred operating model
 - A. Non-profit operated and managed
 - B. City operated and managed in partnership with non-profits (Hybrid)



PROCLAMATION

WHEREAS, on September 11, 2001, nearly 3,000 men, women and children who were going about their normal routines were taken from us, depriving families and loved ones of a lifetime of precious moments; and

WHEREAS, in response to this tragedy, Americans across the country came together in a remarkable spirit of unity and carried out countless acts of kindness, generosity, and compassion; and

WHEREAS, community organizations and family members of 9/11 victims began observing the anniversary of September 11th as a charitable service day to honor the memory of those who were lost and those who united in response to the tragedy, including first responders and volunteers; and

WHEREAS, on September 11, 2026, and on the days leading up to and following this day, citizens of Forest Grove have an opportunity to participate in activities that honor 9/11 victims and heroes by joining together in service projects to meet community needs; and

WHEREAS, on Friday, September 11, 2026 at 9:00 a.m. the public is invited to attend a Remembrance Ceremony at the Big Flag to reflect on the 25th anniversary of the attacks, the lives lost, and pay tribute to the families who still live with extraordinary pain.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST GROVE DOES HEREBY PROCLAIM SEPTEMBER 11, AS

NATIONAL DAY OF SERVICE AND REMEMBRANCE

In Forest Grove, Oregon and encourages all residents of Forest Grove to honor the lives of those lost through participation in community service and remembrance ceremonies on this day and throughout the year.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Forest Grove, Oregon, to be affixed this 24th day of August , 2026.

Malynda H Wenzl

Malynda H. Wenzl, Mayor, City of Forest Grove



PROCLAMACIÓN

CONSIDERANDO QUE, el 11 de septiembre de 2001, cerca de 3,000 hombres, mujeres y niños que se encontraban realizando sus actividades cotidianas nos fueron arrebatados, privando a sus familias y seres queridos de toda una vida de momentos entrañables; y

CONSIDERANDO QUE, en respuesta a esta tragedia, estadounidenses de todo el país se unieron en un extraordinario espíritu de unidad y llevaron a cabo innumerables actos de bondad, generosidad y compasión; y

CONSIDERANDO QUE, organizaciones comunitarias y familiares de las víctimas del 11 de septiembre comenzaron a conmemorar el aniversario de esta fecha como un día de servicio y solidaridad, con el propósito de honrar la memoria de quienes perdieron la vida y de quienes se unieron para responder a la tragedia, incluidos el personal de los servicios de emergencia y los voluntarios; y

CONSIDERANDO QUE, el 11 de septiembre de 2026, así como durante los días previos y posteriores a esta fecha, los ciudadanos de Forest Grove tendrán la oportunidad de participar en actividades que honren a las víctimas y héroes del 11 de septiembre, uniéndose en proyectos de servicio destinados a atender las necesidades de la comunidad; y

CONSIDERANDO QUE, el viernes 11 de septiembre de 2026, a las 9:00 a. m., se invita al público a asistir a una Ceremonia Conmemorativa en la Bandera Monumental, para reflexionar sobre el 25.º aniversario de los atentados, recordar a quienes perdieron la vida y rendir homenaje a las familias que aún viven con un dolor extraordinario.

POR LO TANTO, EL AYUNTAMIENTO DE LA CIUDAD DE FOREST GROVE PROCLAMA POR LA PRESENTE EL DÍA 11 DE SEPTIEMBRE COMO

DÍA NACIONAL DE SERVICIO Y CONMEMORACIÓN

En Forest Grove, Oregon, y exhorta a todos sus residentes a honrar la memoria de quienes perdieron la vida mediante su participación en actividades de servicio comunitario y ceremonias conmemorativas en este día y durante todo el año.



EN TESTIMONIO DE LO CUAL, he suscrito la presente y he dispuesto que el sello de la Ciudad de Forest Grove, Oregon, se emplace en este documento, en este día 24 de Agosto de 2026.

Malynda H. Wenzl

Malynda H. Wenzl, Alcaldesa de la Ciudad de Forest Grove

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: August 24, 2026

PROJECT TEAM: Anne Lane, Parks & Recreation Director
Michael Marshall, City Council Liaison to Parks & Recreation Commission

SUBJECT TITLE: Resolution: FGSD Parks & Recreation Commission Liaison 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: Seek ongoing community feedback on City projects and programs

BACKGROUND

In accordance with Section 14 of the Council Rules, after applicants are interviewed and appointment recommendations are made, a formal resolution is to be scheduled under the Consent Agenda at the next regular Council meeting.

At the Forest Grove School Board meeting held on August 5, 2026, the School Board voted to appoint Linda Harrington as the Forest Grove School District Liaison to the Parks & Recreation Commission. The 4-year term, previously held by Peter Truax will be completed by Linda Harrington, is set to commence on August 12, 2026, and expire on December 31, 2029.

The attached Resolution is provided for consideration for the appointment of the Forest Grove School District Liaison position.

RECOMMENDATION

Staff recommends that the City Council consider the attached resolution regarding the Parks & Recreation Commission appointment.

ATTACHMENT

- Resolution 2026-34: Parks & Recreation Commission Appointment

RESOLUTION NO. 2026-34

**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	Position	Term exp
Linda Harrington	Parks & Recreation Commission	FGSD Rep	12/31/2029

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

PRESENTED AND PASSED this 24th day of August, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 24th day of August, 2026.

Malynda H. Wenzl, Mayor

Monthly Building Activity Report July-26 2026-2027

	Period:	July-25	Period:	July-26
Category	# of Permits	Value	# of Permits	Value
Man. Home Setup	1			
Res 1 & 2 Family New	2	\$ 943,244.85	14	\$ 5,898,929.00
SFR Addition & Alt/Repair	6	\$ 329,109.04	4	\$ 82,172.00
Multi Family New				
Multi Family Alterations/Repair/Additions	8	\$ 6,720,142.00	1	\$ 100,000.00
Fire Alarm/Sprinklers			7	\$ 31,826.00
Commercial New	4	\$ 9,618,770.00		
Commerical Addition				
Commercial Alt/Repair	4	\$ 317,850.00		
Industrial New				
Industrial Addition				
Industrial Alt/Repair	3	\$ 290,000.00		
Gov/Pub/Inst (new/add)	1	\$ 4,300,000.00	1	\$ 230,000.00
Mechanical Permits	28		28	
Plumbing Permits	19		26	
Signs	2	\$ 4,000.00	3	\$ 159,446.00
Grading			6	
Demolitions				
	78	\$22,523,115.89	90	\$6,502,373.00

Fiscal Year-to-Date

2025-2026		2026-2027	
Permits	Value	Permits	Value
78	\$22,523,116	90	\$6,502,373

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Miles Glowacki, Economic Development Coordinator

MEETING DATE: August 24, 2026

PROJECT TEAM: Kim Ezell, Assistant City Manager

SUBJECT TITLE: August 2026 Tourism Sponsorship Awards

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

2040 VISION PLAN

Goal: Economy

Action 1.11: Encourage and attract more events downtown to promote foot traffic

BACKGROUND

On November 13, 2023, the City Council established the Tourism Sponsorship program with approval of Resolution 2023-52. The program is funded by the City's Transient Lodging Tax (TLT). The TLT is a tax collected from lodging guests, defined as daily or weekly renters at hotels, motels, and other lodging establishments within the city limits.

The program allows event organizers the opportunity to apply for up to \$5,000 in sponsorship funding. In exchange for sponsorship funding, the event organizer must produce marketing materials to publicize the event and ensure that the city receives recognition on the marketing materials.

The city will only award sponsorship equal to or less than the maximum sponsorship level of an event. If an event lacks a predefined sponsorship program, the maximum award for the event shall be \$2,000. Organizations are subject to an annual cap of \$12,000 in event sponsorships.

The purpose of the Tourism Event Sponsorship program is to provide financial assistance to events that directly contribute to the growth, development, and promotion of tourism to increase overnight lodging stays in Forest Grove, to increase awareness of the City's downtown, and to encourage events that promote foot traffic.

Sponsorship awards are placed on the consent agenda for consideration. The program is currently funded at \$40,000 for FY 26-27. This will be the first sponsorship approved this fiscal year. If Council approves the sponsorship requests, the program's remaining budget will be \$38,500.

Staff is forwarding a sponsorship request to the City Council for consideration.

Event Name	Organization	Requested Amount	Recommended Amount
Home Town Harvest	Downtown Association of Forest Grove (DAFG)	\$1,500	\$1,500

FISCAL IMPACT

Staff's recommendation would result in a \$1,500 expenditure from the Transient Lodging Tax Fund.

RECOMMENDATION

Staff recommends that the City Council approve funding the 2026 Home Town Harvest at \$1,500.

ATTACHMENT

- 2026 Home Town Harvest Application

Tourism Event Sponsorship Program - Submission #2637

Date Submitted: 6/26/2026

Purpose

The purpose of this program is to provide financial assistance to events that directly contribute to the growth, development, and promotion of tourism with the objective of increasing overnight lodging stays within the City of Forest Grove. The purpose of the guidelines is to provide requirements for the evaluation, administration, and acceptance of event sponsorship requests received by the City of Forest Grove.

Overview

The City of Forest Grove allocates Transit Lodging Tax (TLT) dollars toward events that support the City's goals, objectives and values; generate additional stays in the city's hotels and motels, and can demonstrate a clear alignment with the tourism program's purpose and objectives. The City reserves the right to decline any requests for sponsorship if the event does not meet the program criteria and guidelines, conflicts with the city's goals, objectives and values, and/or is not in alignment with the tourism program's purpose and objectives.

Review and Approval

The Economic Development Office is responsible for administering the Tourism Program. Applicants must complete a Tourism Event Sponsorship Program application. City staff will prepare a memo outlining the applications and making funding recommendations for Council approval on the Consent Agenda.

Eligibility

The Tourism Event Sponsorship Program is open to all businesses and non-profits located in the City of Forest Grove.

Criteria

1. The event must be open to the general public.
2. A portion of the expected attendees will likely travel from outside Forest Grove.
3. A portion of the expected attendees will likely stay overnight in Forest Grove.
4. Application must be received at least 90 days in advance of the event.
5. If the event has sponsorship levels established, then the city will only award a sponsorship equal to or less than the maximum sponsorship level. Events without established sponsorship programs, the maximum award for the event shall be \$2,000.
6. The event organizer must produce marketing materials and include the City in those marketing materials. At a minimum, examples include a banner, website posting, social media posting, brochures, and other marketing materials. This requirement assures that the event organizer adequately publishes the event and recognizes the event sponsor(s).
7. Organizations will only be awarded sponsorships up to an annual cap of \$12,000

Review Considerations

- Audience Demographics
- Budget
- Legal Compliance
- Timing
- Long-term Relationship Building
- Post-Event Evaluation
- Benefits and Visibility
- Logistics and support
- Potential Overnight Stays
- Event History
- Sponsorship Tiers
- Customization of sponsorship packages
- Measurement and analytics

Possible Expectations

- Branding and Visibility - Logo placement on event promotional materials, including event website, banners, flyers, advertisements (digital and print), and signage.
- Recognition during open and closing remarks, if applicable.
- Booth or Exhibition Space - City may opt in to utilizing booth or exhibition space (at no cost to the city).
- Advertising and Promotion - Advertisements in event programs and materials. Social Media mentions and promotions. Access to the event’s attendee/ticket contact information lists.
- Access to Event Photos

Acknowledement*

☒ Yes

I have read all of the above listed information.

Event Name*

Home Town Harvest

Group Name*

Downtown Business association of Forest Grove

Contact Name*

Kelly Daily

Phone Number*

5038699359

Email Address*

kelly.daily@comcast.net

Contact Address*

2226 Main Street

City*

Forest Grove

State*

OR

Zip Code*

97116-1659

Requested Funding Amount*

\$1500

Event Location*

21st ave between College and Main

Event Dates and Hours*

9/26/202604:00 PM—9/26/202608:00 PM

Event Website*

N/A

Event Social Media Handles*

#ForestGroveOR #HistoricForestGrove
#DowntownForestGrove #FestivalStreet
#ForestGroveEvents #FamilyFun #ShopLocal #SupportLocal
#VisitForestGrove #WashingtonCountyOR
#DiscoverForestGrove #CommunityFirst #FallFestival
#AutumnInTheGrove #PNWEvents #ExperienceForestGrove
#FestivalStreetFG, #HarvestOn21st, #FallInTheGrove,

List all that apply.

Describe the Event*

Join us for a festive community celebration designed to showcase the incredible potential of transforming 21st Avenue—between College Way and Main Street—into a vibrant Festival Street! This exciting family-friendly event will highlight how the space can become a welcoming gathering place for both local residents and visitors, bringing new energy to Historic Downtown Forest Grove.

Guests will enjoy a delightful Harvest Market atmosphere featuring seasonal treats, warm beverages, live entertainment, shopping, and interactive activities for all ages. We hope to partner with beloved local businesses to create a true taste of our community, including fresh donuts from Pacific Donuts and Papa Floyd's, handcrafted candied apples from Blynns, and fresh apple juice and cider from local farms.

For our adult guests, we envision downtown favorites such as Urban Decanter, Dauntless, Red Rooster, and BB&B offering signature fall-inspired beverages, creating a fun and inviting tasting experience while encouraging visitors to explore our local businesses.

To complete the cozy autumn atmosphere, we are exploring the addition of enclosed fire pits where families and friends can gather, warm up on a crisp evening, and enjoy the sights, sounds, and flavors of the season.

Our goal is to create an unforgettable event that demonstrates how a Festival Street can strengthen our downtown, support local businesses, and establish Forest Grove as a destination for memorable, family-oriented experiences throughout the year. Together, we can create a space where our community comes together to celebrate, connect, and make lasting memories.

Describe your Marketing Plan Including Anticipated Reach*

Our marketing strategy is designed to maximize community awareness, attract visitors from throughout Washington County and neighboring communities, and encourage attendees to spend time shopping, dining, and exploring Historic Downtown Forest Grove.

Marketing efforts will include:

A coordinated social media campaign across Facebook, Instagram, and TikTok featuring event announcements, vendor spotlights, countdown posts, behind-the-scenes content, and interactive engagement.

Cross-promotion through the City of Forest Grove, the Downtown Association of Forest Grove, participating businesses, community organizations, and local sponsors.

Event listings on community calendars, local tourism websites, and chamber of commerce event calendars.

Printed posters and flyers displayed throughout Forest Grove, Cornelius, Hillsboro, Banks, Gaston, and neighboring communities.

Press releases and media outreach to local newspapers, radio stations, and online community news outlets.

Email newsletters distributed by participating organizations and businesses.

Encouraging participating businesses and attendees to share event content using a dedicated event hashtag to expand organic reach.

Anticipated Reach

Based on the combined audiences of our community partners, participating businesses, and social media platforms, we anticipate our marketing campaign will reach 20,000–40,000 people throughout Washington County and the surrounding region.

We expect 500–1,000 attendees at the inaugural event, depending on weather and partner participation. In addition to drawing local residents, our goal is to attract visitors from neighboring communities who will shop, dine, and explore Historic Downtown Forest Grove.

Beyond attendance, this event serves as a demonstration of the potential for a permanent Festival Street, showcasing how thoughtfully programmed community events can increase foot traffic, support local businesses, foster community connections, and establish Forest Grove as a destination for family-friendly experiences throughout the year.

Is the event open to the public?*

☒ Yes

☐ No

Are patron admission, entry or participant fees charged? *

☐ Yes

☒ No

Expected number of attendees:*

500-1000

Will food be served or sold?*

☒ Yes

☐ No

Will alcohol be served or sold?*

☒ Yes

☐ No

Will there be product, merchandise or service sales?*

☐ Yes

☒ No

Will there be canopies or tents?*

☒ Yes

☐ No

Will there be amplified sound?*

☒ Yes

☐ No

Is the event open to minors?*

☒ Yes

☐ No

Are you seeking other sponsorships?
*

☐ Yes

☒ No

Sponsorship Levels

Non at this time as we grow into larger events we will have sponsorship levels

Supporting Documentation (if any)

Choose File No file chosen

STAFF REPORT TO CITY COUNCIL

TO: City Council
FROM: Jesse VanderZanden, City Manager
MEETING DATE: August 24, 2026
PROJECT TEAM: Anne Lane, Parks & Recreation Director
SUBJECT TITLE: Resolution Authorizing the Purchase of Property Identified as Tax Lots 1S40100-00400 and 1S40100-00401 For the Expansion of Adjacent City Park Property and Authorizing the City Manager to Complete Purchase

ACTION REQUESTED: ☐ Ordinance ☐ Order ☒ Resolution ☐ Informational

BACKGROUND

On July 14, 2026, City staff was notified of three parcels of land located near the existing Kyle Park property that were scheduled to be auctioned on July 16, 2026. Staff reviewed the opportunity and due to their proximity to Kyle Park as well as adjacency to the Forest Grove Loop Trail, both of which are contained in the 2016 Parks, Recreation, and Open Space Master Plan, determined it was worth participating. The city was the winning bidder for two of the three parcels for a total of \$217,800. The two parcels have “perfected” water rights dating to 1949 and 1951, both border Gales Creek, both border the future Forest Grove Loop Trail, and one shares a border with the Kyle Park property.

Staff collaborated with Metro and Clean Water Services ahead of time to assess financial assistance and potential future uses including streamside restoration, recreation opportunities, conservation assistance, and more. Metro offered \$200,000 in financial assistance which is contained in a separate resolution for consideration tonight.

FISCAL IMPACT

Metro is providing \$200,000 for the purchase resulting in a total cost of \$17,800 from the City’s Parks System Development Charges (SDC) Fund.

RECOMMENDATION

Staff recommends adoption of Resolution 2026-35: Resolution Authorizing the Purchase of Property Identified as Tax Lots 1S40100-00400 and 1S40100-00401 For the Expansion of Adjacent City Park Property and Authorizing the City Manager to Complete Purchase.

ATTACHMENTS

- Resolution 2026-35
- Exhibit A: Tax Lots 1S40100-00400 and 1S40100-00401
- Park Property Purchase PowerPoint

RESOLUTION NO. 2026-35

**RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY IDENTIFIED AS
TAX LOTS 1S40100-00400 AND 1S40100-00401 FOR THE EXPANSION OF
ADJACENT CITY PARK PROPERTY AND AUTHORIZING CITY MANAGER TO
COMPLETE PURCHASE**

WHEREAS, Gales Creek Development, LLC (Owner) owns tax lot 1S40100-00400 and tax lot 1S40100-00401; and

WHEREAS, Council authorized staff to participate in the auction of the identified tax lots; and

WHEREAS, the City was the successful bidder, and the Owner accepted the City's bids; and

WHEREAS, the City Council needs to approve the purchase of the property.

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

Section 1. The City Council hereby approves the purchase of tax lot 1S40100-00400 and tax lot 1S40100-00401, as shown in Exhibit A, attached, for \$217,800 plus any closing.

Section 2. The City Manager is authorized to complete the purchase of the property.

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

PRESENTED AND PASSED this 24th day of August, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 24th day of August, 2026.

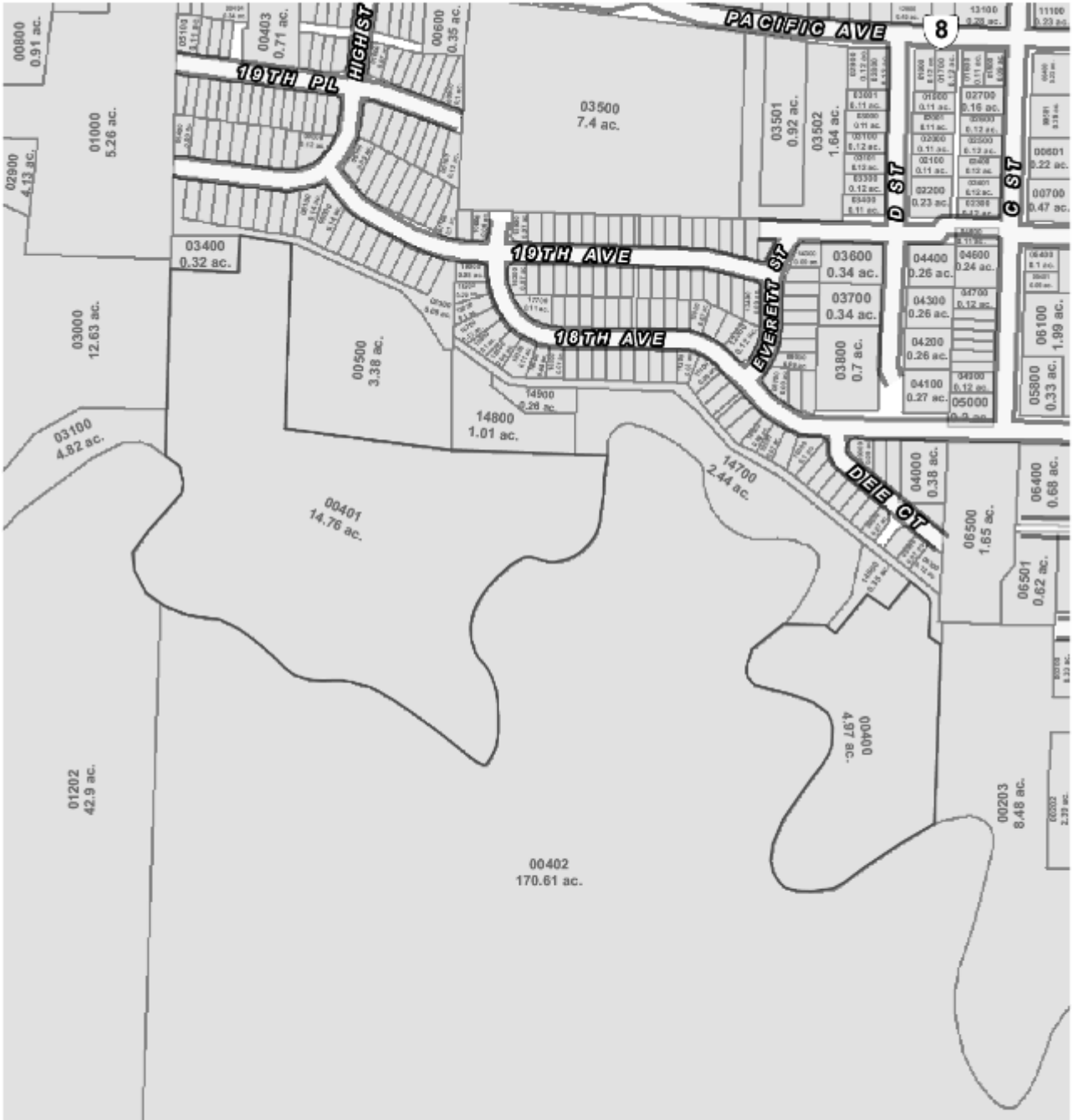
Malynda H. Wenzl, Mayor

EXHIBIT A

1S40100-00400,1S40100-00401,1S40100-00401,1S40100-00401

Ns # Ns # NS

Forest Grove, OR 97116



Taxlot



Subject



Taxlot

8/4/2026

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LAND ACQUISITION

Anne Lane | Parks & Recreation Director
City Council Presentation | August 24, 2026

City of Forest Grove

AGENDA

Site Overview

Lot 400

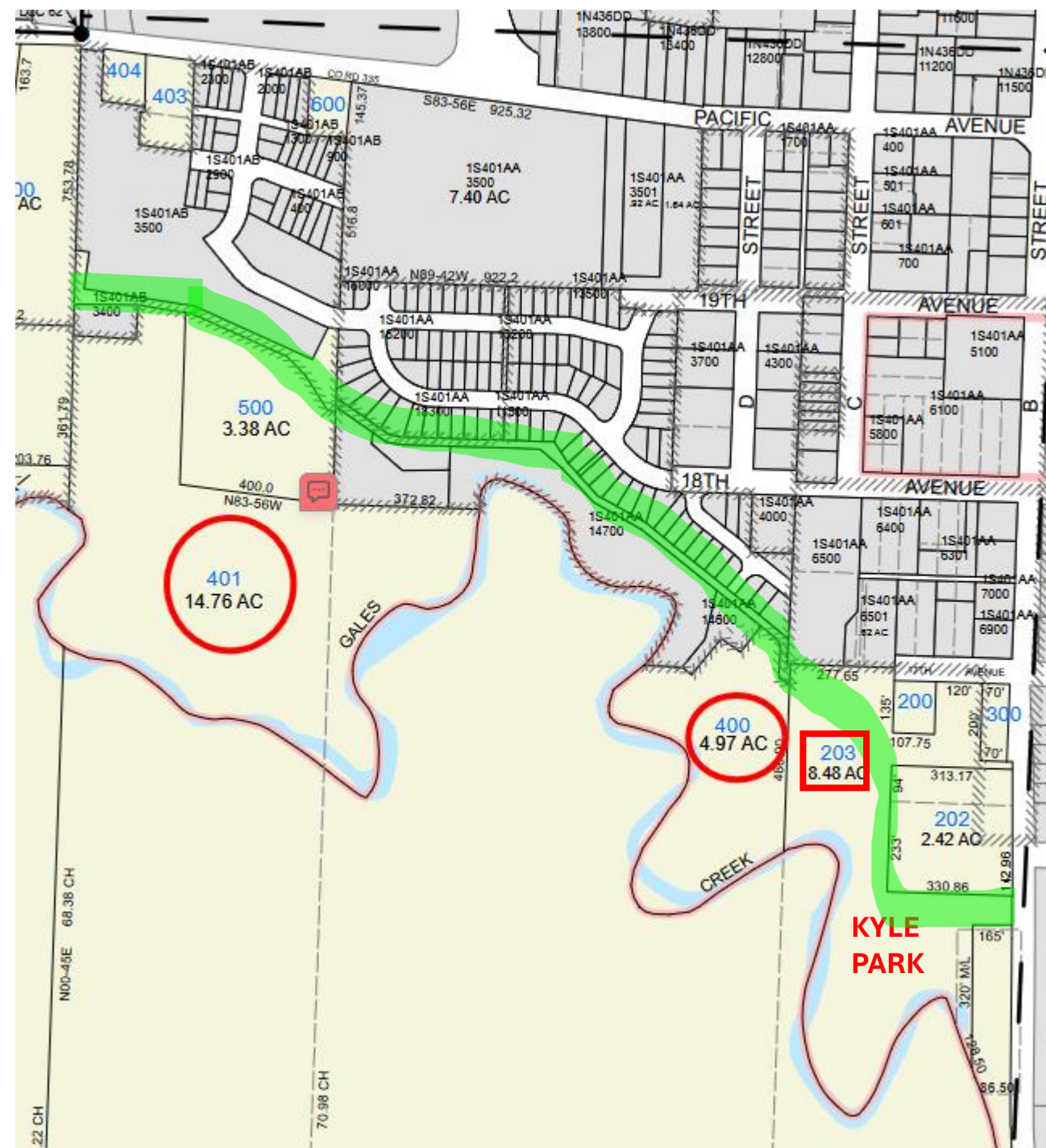
Lot 401

Site Overview

SITE OVERVIEW

4

- Green highlight: route of future Forest Grove Loop Trail
- Lot 203: future construction of Kyle Park
- Lot 400
- Lot 401

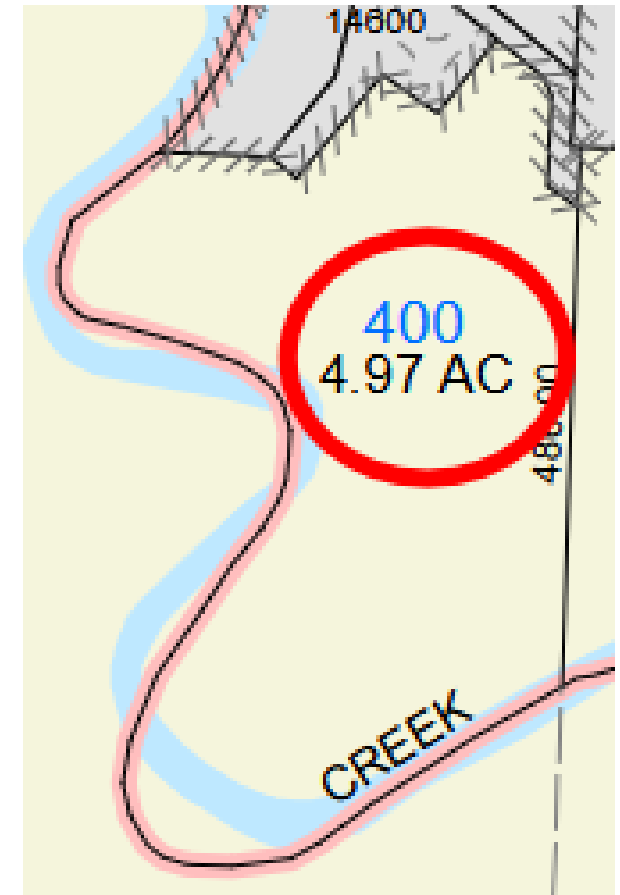


Lot 400

LOT 400 - OVERVIEW

6

- First property to auctioned
- Top priority lot to acquire
- 4.97 acres
- Shares property line with Kyle Park and future Forest Grove Loop Trail
- Certificate of water rights
- Benefit: direct connection to Kyle Park
- Opportunity: future park expansion

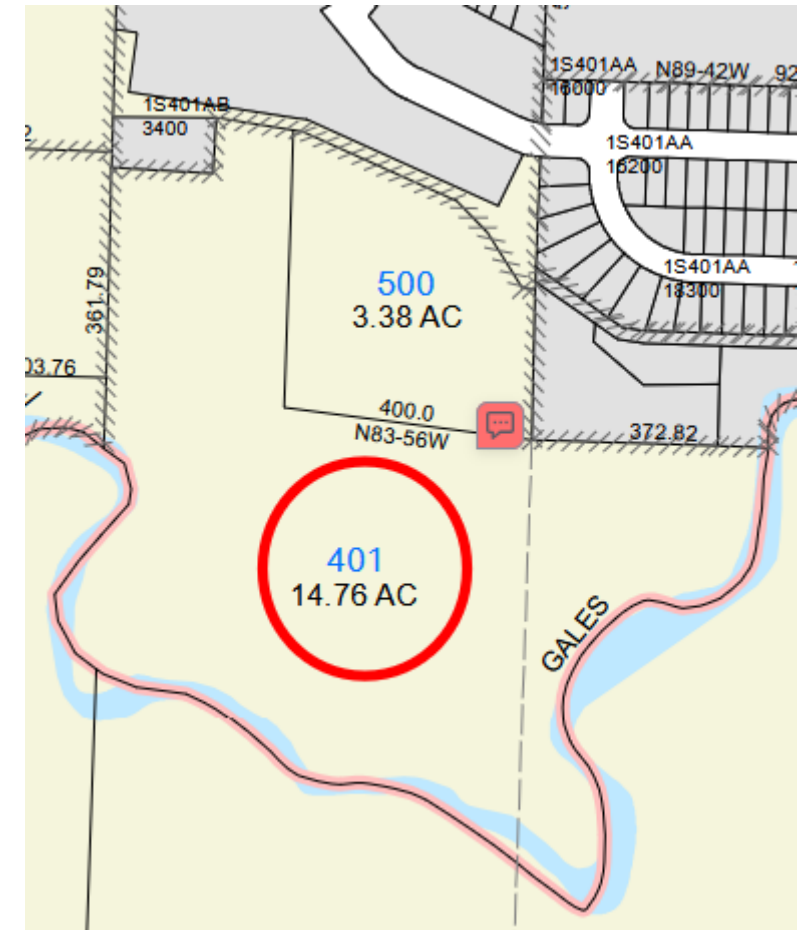


Lot 401

LOT 401 - OVERVIEW

8

- Third property auctioned
- Second priority lot to acquire
- 14.76 acres
- Shares property line with future Forest Grove Loop Trail
- Certificate of water rights
- Benefit: size, creek frontage, proximity to Kyle Park
- Opportunity: nature park development





Thank you!

STAFF REPORT TO CITY COUNCIL

TO: City Council
FROM: Jesse VanderZanden, City Manager
MEETING DATE: August 24, 2026
PROJECT TEAM: Anne Lane, Parks & Recreation Director
SUBJECT TITLE: Resolution Authorizing City Manager to Enter into An Intergovernmental Agreement with Metro to Receive Acquisition Funding

ACTION REQUESTED: ☐ Ordinance ☐ Order ☒ Resolution ☐ Informational

BACKGROUND

On July 16, 2026, City staff participated in a land auction to secure tax lots 1S40100-00400 and 1S40100-00401 which border the future Forest Grove Loop Trail and Kyle Park. City was the winning bidder of the parcels for a total purchase price of \$217,800.

Metro desires to provide the City with acquisition funding in the amount of \$200,000 due to their location along the future Forest Grove Loop Trail. Metro has visited the properties and determined that the public acquisition of the properties meets the criteria outlined in Metro Ballot Measure 26-203 and the goals outlined in the Metro Refinement Plan.

FISCAL IMPACT

The \$200,000 provided by Metro will be deposited into the Parks SDC account.

RECOMMENDATION

Staff recommends adoption of Resolution 2026-36: Resolution Approving the City Manager to Enter into An Intergovernmental Agreement with Metro to Receive Acquisition Funding

ATTACHMENTS

- Resolution 2026-36
- Exhibit A: Intergovernmental Agreement Metro – City of Forest Grove

RESOLUTION NO. 2026-36

**RESOLUTION AUTHORIZING CITY MANAGER TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT (IGA) WITH METRO
TO RECEIVE ACQUISITION FUNDING**

WHEREAS, the Gales Creek Trail segment of the future Forest Grove Loop Trail lies within the City's jurisdictional boundaries; and

WHEREAS, the City has an opportunity to acquire two properties located on a planned portion of the Gales Creek Trail from a willing seller/owner; and

WHEREAS, acquisition of the properties would allow the City to construct and manage approximately 280 feet of the Gales Creek Trail; and

WHEREAS, Metro desires to provide the City with acquisition funding, as Metro has visited the properties and determined that the public acquisition of the properties meets the criteria outlined in Metro Measure 26-203 and the goals outlined in the Metro Refinement Plan; and

WHEREAS, Metro and the City desire to enter into this Intergovernmental Agreement to set forth the conditions under which Metro will provide Measure funds to the City to assist with the acquisition of the properties, to ensure that City can purchase approximately 19.73 acres and construct 280 feet of trail.

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

Section 1. The City Council hereby approves and adopts the Intergovernmental Agreement, attached as "Exhibit A".

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

PRESENTED AND PASSED this 24th day of August 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 24th day of August 2026.

Malynda H. Wenzl, Mayor



Natural Areas Acquisition Funding Intergovernmental Agreement
2019 Parks and Nature Bond Measure (Acquisition Programs)

600 NE Grand Ave.
Portland, OR 97232
(503) 797-1700

Metro Contract No.

XXXX

INTERGOVERNMENTAL AGREEMENT
Metro – City of Forest Grove

This Intergovernmental Agreement (this "Agreement"), dated effective as of the last day of signature set forth below (the "Effective Date"), is entered into under the provisions of ORS Chapter 190 by and between Metro, a metropolitan service district organized under the laws of the state of Oregon and the Metro Charter ("Metro"), and the City of Forest Grove ("City").

BACKGROUND

A. The electors of Metro approved Ballot Measure 26-203 on November 5, 2019 (the "Measure") authorizing Metro to issue \$475 million in general obligation bonds to preserve natural areas, clean water, and protect fish and wildlife. The Measure allocates up to \$155 million to use for the protection and connection of river and stream banks, headwaters, floodplains, wetlands, oak and prairie habitat, and forests and culturally significant sites, and up to \$40 million to use for secure land to build new trails.

B. On April 14, 2022, the Metro Council adopted Resolution No.22-5250 "For the Purpose of Approving Acquisition Target Area Refinement Plans for the 2019 Parks and Nature Bond Measure" (the "Refinement Plan"). The Refinement Plan identifies the Gales Creek Trail as one of fifty-seven regional trail corridors eligible for bond funding.

C. The Gales Creek Trail lies within City's jurisdictional boundaries. The Gales Creek Trail is part of the larger Forest Grove Loop Trail which, when complete, will circle the City of Forest Grove.

D. City has an opportunity to acquire two properties located on a planned portion of the Gales Creek Trail from a willing-seller owner (the "Property"). Acquisition of the Property would allow City to construct and manage approximately 280 feet of the Gales Creek Trail.

E. Metro desires to provide City with acquisition funding, as Metro has visited the Property and determined that the public acquisition of the Property meets the criteria outlined in the Measure and the goals outlined in the Refinement Plan.

F. The parties desire to enter into this Agreement to set forth the conditions under which Metro will provide Measure funds to City to assist with the acquisition of the Property, to ensure that City can purchase approximately 19.73 acres and construct 280 feet of trail.

AGREEMENT

1. Identified Acquisition; Funding Commitment.

a. City intends to purchase fee title to the Property, which Property is more specifically described on Exhibit A. Subject to the terms and conditions set forth in this Agreement, and in exchange for the City's commitment to permanently protect the Property for construction and operation of the Gales Creek Trail, Metro will provide acquisition funding to City in the amount of \$200,000 (the "Metro Contribution").

b. Metro will be obligated to pay the Metro Contribution to City only upon City's compliance with all applicable terms and conditions of this Agreement. Metro's obligation to provide funding for the acquisition of the Property terminates two (2) years after the Effective Date of this Agreement. If the Metro Contribution has not been provided to City within two (2) years of the Effective Date, this Agreement automatically expires and neither party will have any remaining rights or obligations.

2. **Conditions to Metro Funding.** Metro will provide the Metro Contribution to City for the sole purpose of funding City's acquisition of the Property upon the following conditions: (a) fee title to the Property will be acquired from a willing seller(s); (b) City will not have exercised any powers of eminent domain; (c) title to the Property will be held in City's name; (d) City performs commercially reasonable due diligence prior to acquisition and confirms there are no encumbrances, conditions or other issues that would materially restrict City's ability to use and manage the Property as a trail in accordance with Section 6 below; (e) the Metro Contribution does not exceed the Property's market value, as such value is reasonably determined by Metro; and (f) at Metro's sole discretion, Metro may record a deed restriction or Memorandum of Intergovernmental Agreement in Washington County real property records referring to the conditions and restrictions in this Agreement and the City

agrees to cooperate in the execution of the deed restriction or Memorandum of Intergovernmental Agreement.

3. Funding Request Procedure. City will provide Metro with (a) a copy of the Purchase and Sale Agreement for the Property, fully executed by City and the willing-seller, identifying the agreed-upon purchase price, (b) a copy of City's appraisal of the Property, and (c) a completed Funding Request Form, which among other things documents the estimated closing date for the transaction and wiring instructions for transmittal of the Metro Contribution to City's account. The Funding Request Form is attached hereto as Exhibit B. Within forty-five (45) business days of receipt of all necessary documents, and after a determination that the conditions to funding set forth in Section 2 have been satisfied, Metro will transfer to City the Metro Contribution. If City for any reason does not close on the acquisition of the Property within one hundred and twenty (120) days after receiving the Metro Contribution, City will immediately return the Metro Contribution to Metro.

4. Post-Closing Documentation. Within thirty (30) days of closing on the acquisition of the Property, City will provide Metro with a copy of the final settlement statement.

5. Funding Limitations. The Metro Contribution being provided to City constitutes proceeds from tax-exempt general obligation bonds issued by Metro for the purposes described in the Measure. To comply with the Oregon Constitution and other applicable state and federal laws, City agrees that the Metro Contribution will only be used to pay for (a) the purchase the Property and (b) certain associated real estate due diligence and closing costs that are defined as "capital costs" under City's own financial and accounting policies. City will value the Property as a capital asset in an amount no less than the acquisition amount provided to City and record the capital asset in City's audited financial statement, consistent with Generally Accepted Accounting Principles and with City's financial bookkeeping of other similar assets.

6. Ongoing Management Responsibilities. As consideration for the Metro Contribution, City agrees to operate and maintain the Property consistent with the Measure's purpose of securing properties to close gaps in the Gales Creek Trail. City agrees to maintain the Property to protect water quality and wildlife habitat for generations to come, support climate resiliency, or increase people's experience of nature at the community scale.

7. Prohibited Transfers. To ensure compliance the Oregon Constitution and other applicable state and federal laws with respect to the permitted expenditure of tax-exempt general obligation bond proceeds, City recognizes that any sale or transfer of the Property prior to 2054 (the final maturity of the bonds from the Measure) will require the repayment of Metro Contribution to Metro. City will therefore not transfer, sell or otherwise authorize the use of the Property by a non-public entity for any purpose inconsistent with Section 6 above unless first approved in writing by Metro. Notwithstanding the limitations set forth herein, the parties acknowledge that a de minimis portion of the Property may be transferred or put to another use, which may include, but is not limited to, a road dedication, utility requirements or other requirements necessary to comply with any land use review proceeding initiated to use the overall Property consistent with this Agreement.

8. Oregon Constitution and Tax-Exempt Bond Covenants. City acknowledges that Metro's source of funds for this Agreement is from the sale of voter-approved general obligation bonds that are to be repaid using ad valorem property taxes exempt from the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution, and that certain interest paid by Metro to bond holders is currently exempt from federal and Oregon personal income taxes. City covenants and agrees that in addition to complying with Sections 5, 6 and 7 above, (a) it will take no actions that would jeopardize Metro's general obligation bond levy as exempt from Oregon's constitutional property tax limitations or the income tax exempt status of the bond interest under IRS rules, and (b) it will only use all funds disbursed pursuant to this Agreement to pay for or reimburse costs that are of a type that are properly chargeable to a capital cost (or would be so chargeable with a proper election) to comply with the Oregon Constitution and other applicable laws with respect to the permitted expenditure of general obligation bond proceeds. If City breaches these covenants, City will undertake whatever remedies are necessary to cure the default and to compensate Metro for any loss it may suffer as a result thereof.

9. Funding Recognition. City will recognize Metro and the source of funding from the Measure in any publications, media presentations, or other presentations relating to or describing the Property or the completion of the Gales Creek Trail gap segment where the properties are located. City may include recognition of Metro and the Measure on on-site documentation, for example signs, and in any published final products and visual presentations, web site information, collateral materials, newsletters, and news releases.

10. Records, Audits and Inspections. City will maintain records and documentation relating to its acquisition of the Property. City will maintain such records for the longer period of either (a) 3 years after 2054 (the final maturity of the bonds from the Measure); or (b) until the conclusion of any audit, controversy, or litigation that arises out of or is related to this Agreement and that starts within 6 years from the date of termination of this Agreement. City must make records available to Metro and its authorized representatives, including but not limited to the staff of any department, at reasonable times and places regardless of whether litigation has been filed on any claims.

11. Indemnification. Subject to the limitations and conditions of the Oregon Constitution and the Oregon Tort Claims Act, City will indemnify, defend, and hold Metro and Metro's agents, employees, and elected officials harmless from any and all claims, demands, damages, actions, losses, and expenses, including attorney's fees, arising out of or in any way connected with City's acquisition of the Property or City's performance of this Agreement.

12. Notices. Any notices permitted or required by this Agreement must be in writing to the addresses set forth below and will be deemed given upon (a) personal service, (b) deposit in the United States Mail, postage prepaid, (c) deposit with a nationally recognized overnight courier service or (d) by email delivery, if sent on a business day between the hours of 7:00am and 6:00pm Pacific Time, or on the next business day if the email is sent outside of these hours. All such notices will be deemed received as follows: (i) upon personal service, (ii) three days after deposit in the US Mail, postage prepaid, (iii) one day after deposit with a nationally recognized overnight courier service or (iv) on the date of delivery of the email, provided that the email is sent on a business day during the hours stated above, or on the next business day if the email is sent outside of the hours stated above.

City's Designated Representative(s):

Attn: Anne Lane, Parks & Recreation Director

1924 Council Street

Forest Grove, Oregon 97116

Email: alane@forestgrove-or.gov

Phone: 503-992-3237

Metro's Designated Representatives:

Conservation Program Manager

Metro Regional Center

600 NE Grand Avenue Portland, OR 97232

Phone: 503-797-1819

The parties may change the addresses by written notice, given in the same manner. Notice given in any manner other than the manners set forth above will be effective when received by the party for whom it is intended. Telephone numbers are for information only.

13. Dispute Resolution. The Parties will negotiate in good faith to resolve any dispute arising out of this Agreement. If the Parties are unable to resolve any dispute within 14 calendar days, the Parties will attempt to settle any dispute through mediation. The Parties will attempt to agree on a single mediator. The parties will share the cost of mediation equally. The parties will share the cost of mediation equally. This Agreement will be construed according to the laws of the State of Oregon. Any litigation between Metro and City arising under this Agreement will occur, if in the state courts, in the Multnomah County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon located in Portland, Oregon.

14. Assignment; Entire Agreement; Merger; Waiver. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by City without Metro's written consent, which may be withheld in Metro's sole discretion. This Agreement and attachments are the entire agreement between the parties. The failure to enforce any provision of this Agreement does not constitute a waiver by either party of that or any other provision. Any waiver of any breach is not a waiver of any succeeding breach or a waiver of any provision.

15. No Third-Party Beneficiaries; Relationship of Parties. City and Metro are the only parties to this Agreement and are the only parties entitled to enforce its terms and the sole beneficiaries. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons any greater than the right and benefits enjoyed by the general public. Nothing in this Agreement nor any acts of the parties hereunder will be deemed or construed by the parties, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture or any association between any City and Metro.

16. Further Assurances. Each of the parties will execute and deliver any and all additional papers, documents, and other assurances, and will do any and all acts and things reasonably necessary in connection with the performance of their obligations under this Agreement and to carry out the intent and agreements of the parties.

17. Severability; Counterparts; Electronic Execution. If any term or provision of this Agreement is held invalid or unenforceable by a court order or judgment, the validity of the remaining provisions is not

affected. This Agreement may be executed in counterparts, each of which, when taken together, constitute fully executed originals. Electronic signatures, including email or other digital signatures, operate as original signatures with respect to this Agreement.

The parties have executed this Agreement as of the Effective Date.

Metro

By: _____

Name: _____

Title: _____

Date: _____

City of Forest Grove

By: _____

Name: Jesse VanderZanden

Title: City Manager

Date: _____

EXHIBIT A

Legal Description of Properties

Parcel I:

A portion of the Northeast one-quarter of Section 1, Township 1 South, Range 4 West of the Willamette Meridian, City of Forest Grove, Washington County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of Lot 9 of HENDRICKS ADDITION (Washington County Plat Records); thence along the Westerly and Southerly boundary lines of said HENDRICKS ADDITION, South 02° 15' 53" West, 370.32 feet; thence South 87° 52' 07" East, 210.00 feet; thence South 02° 15' 53" West, 150.00 feet; thence South 87° 52' 07" East, 110.68 feet to a point on the West line of GALES CREEK ADDITION (said Plat Records); thence along the Westerly and Southerly boundary lines of GALES CREEK ADDITION, South 03° 26' 06" West, 285.50 feet; thence South 89° 17' 16" East, 9.00 feet to the Northwest corner of the tract of land to Karban Rock, Inc., described in Document No. 80034835 of the Washington County Deed Records; thence South 02° 18' 41" West along the West line of the Karban Rock, Inc. tract 486.00 feet to the centerline of Gales Creek; thence Northwesterly along the center of said creek (the North 41° 41' 17" West, 1180.32 feet) to the most Easterly Northeast corner of the tract to Epler described in Book 597, Page 343 of said Deed Records; thence North 88° 01' 36" West along the most Easterly North line of said Epler Tract 372.82 feet to the Southeast corner of the tract of land to Caples described in Book 82, Page 413, said Deed Records; thence North 02° 19' 10" East along the East line of said Caples Tract 579.43 feet to the Southwest corner of the tract to Paterson described in Book 202, Page 331, said Deed Records; thence South 87° 57' 02" East along the South line of said Paterson Tract 724.18 feet to the Northwest corner of the tract of land to the City of Forest Grove described in Book 978, Page 931, said Deed Records; thence South 02° 07' 56" West along the West line of said City of Forest Grove Tract 46.26 feet to the Southwest corner thereof; thence South 87° 57' 02" East along the South line of said Forest Grove Tract 52.00 feet; thence leaving said South tract line, South 02° 15' 33" West 100.00 feet; thence South 87° 57' 02" East, 98.00 feet to said Southwest corner of Lot 9 of HENDRICKS ADDITION and the point of beginning.

Parcel II:

Part of the T. G. Naylor Donation Land Claim No. 37, Township 1 South, Range 4 West of the Willamette Meridian, in the County of Washington and State of Oregon.

Beginning at a point on the South line of Pacific Avenue (County Road No. 335) in Forest Grove, Oregon, 30 feet South of the Southeast corner of the Henry Buxton Donation Land Claim No. 62, said point being the Northwest corner of that tract of land described in instrument to Glen H. Epler and recorded in Book 597, Page 243, Washington County Deed Records; thence South 150.0 feet along the West line of said tract to the true point of beginning of the herein described tract; thence South 83° 56' East 158 feet to the most Westerly line of that tract of land described in instrument to Glen W. Van Dyke and Marianne R. Van Dyke recorded in Book 1082, Page 837, Washington County Deed Records; thence South on the West line of said Van Dyke tract 85.0 feet; thence South 83° 48' East 135.35 feet to a point on the West line of that tract of land described in deed recorded in Book 82, Page 413, Washington County Deed Records; thence South 00° 45' West 861.6 feet along said West line; thence South 83° 56' East 400.1 feet; thence South 89° 42' East 372.82 feet, more or less, to the center of Gales Creek; thence Southerly and Westerly and following the center line of Gales Creek to its intersection with the West line of that tract of land described in instrument to George L. Hendricks and Lena Hendricks, recorded in Book 157,

Page 39, Washington County Deed Records; thence North 0° 45' East and following the West line of said Hendricks tract 1,320 feet, more or less, to a point 180.0 feet South of the Southeast corner of the Henry Buxton Donation Land Claim No. 62, and the true point of beginning.

DRAFT

EXHIBIT B

Funding Request Form

Funding Request Form



2019 Parks and Nature Bond Measure (Acquisition Programs) City
of Forest Grove
Gales Creek Development LLC Properties
July 28, 2026

Metro and City entered into an Intergovernmental Agreement dated _____, 202__ (the "IGA"). Pursuant to the IGA, Metro has agreed to provide City with acquisition funding to support City's purchase of certain property referred to as the Gales Creek Development LLC Properties, which is more particularly described in the IGA.

By signing this Funding Request Form, City of Forest Grove represents and warrants that:

- All the representations made by City in the IGA remains true and correct in all material respects.
- City has provided to Metro with all the documents and information required in Section 3 of the IGA.
- City has performed commercially reasonable due diligence and discovered no encumbrances, conditions or other issues that would materially restrict City's ability to use the Property for its intended purpose as a [natural area OR trail].
- City has an estimated Closing Date of _____, and is requesting Metro transfer to City the Metro Contribution in the amount of \$_____ no later than _____, 202__.
- City's wire instruction information is attached to this Funding Request Form.

Signature

I declare that the above certifications and information contained herein is, to the best of my knowledge, true, correct and complete as of the date hereof.

Signature:

Name, Title:

Date:

City of Forest Grove

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: August 24, 2026

PROJECT TEAM: Kim Ezell, Assistant City Manager
Greg Robertson, PW/ENG Director

SUBJECT TITLE: Resolution regarding an Intergovernmental Agreement between City of Forest Grove and Clean Water Services regarding Cooperative Management

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

2040 VISION PLAN

GOAL: Community Growth

OUTCOME: Build and maintain resilient, efficient, and financially sustainable infrastructure

BACKGROUND

The City and Clean Water Services share an intergovernmental agreement (IGA) that delineates specific responsibilities of each party for operating, managing, development review, constructing, billing, dispute resolution, and collecting monthly revenue and system development charges for stormwater and sewer services. The original IGA was adopted in 2005 and amended in 2008, 2009, and 2012. All cities within Washington County have an IGA with Clean Water Services.

Beginning in early 2025, Clean Water Services undertook a process to update the IGA with all cities with the intention of clarifying past provisions, seeking consistency among cities in operating and managing, and providing greater detail regarding program responsibilities, regulatory compliance obligations, operational practices, development coordination, and service delivery expectations. City and CWS staff have met several times to review proposed language, make edits, and reach consensus on a draft IGA for City Council and Washington County Board of Commissioners consideration. The proposed IGA must be finalized by November to assure compliance with CWS' Department of Environmental Quality treatment permit.

CURRENT STATUS

While many core elements of the 2005 IGA remain in place, the proposed IGA updates and modernizes the existing 2005 Agreement. The proposed IGA provides greater detail regarding service delivery and responsibilities, current regulatory requirements and compliance, and coordination between the City and CWS to support continued delivery of the sanitary sewer system and stormwater and surface water system services.

Overall key changes to the proposed IGA include:

- Language that allows cities to bill CWS for billing, collecting, and remitting sewer and stormwater revenues to CWS. The cities are collaborating with each other and CWS on a consistent billing approach and are expected to have a process in place soon. This proposal will result in increased revenue to pay for a portion of utility billing expenses.
- Expands and clarifies definitions and regulatory references to align with current Oregon regulations, National Pollutant Discharge Elimination System (NPDES) Permit requirements, compliance obligations, and existing CWS operational standards.
- Clarifies CWS primary responsibility for sanitary sewer and stormwater infrastructure, permitting, inspections, planning, program administration, and regulatory compliance. Emphasizes NPDES Permit implementation, sewer overflow response, illicit discharge investigations, erosion control, industrial compliance, regulatory reporting, and CWS's role as Permit holder responsible for compliance oversight and coordination.
- Formalizes the coordinated process for development review, utility permitting, capacity verification, erosion control, stormwater management, sensitive areas review, and growth planning.
- Builds on existing interagency coordination requirements through added annual agreement review meetings, expanded routine program coordination, defined dispute resolution procedures, collaborative Permit implementation, and processes for modifying responsibilities and programs as regulatory and operational needs evolve.
- Provides a comprehensive framework for rates, billing, audits, System Development Charges (SDCs), administrative fees, remittances, cost-of-service analyses, and financial coordination.
- Risk Allocation and Insurance: Replaces the prior insurance-focused approach with a more detailed indemnification and liability-allocation framework.
- Utility Programs and Reporting: Formalizes programs such industrial pretreatment, industrial stormwater permitting, Capacity Management Operations and Maintenance, GIS-based asset management, asset-transfer procedures, and expanded training and reporting requirements.

Forest Grove-Specific Changes to the IGA include:

- Changes the sanitary sewer SDC allocation from 80% District / 20% City to 96% District / 4% City, effective July 1, 2027. This will result in the city collecting 16% less SDC revenues. The total fiscal impact is dependent on the amount of development.
- Coupled with the change above is an increase in cost-sharing eligibility for the City for replacement sewer pipes from 24" and above to 12" and above. This equals an increase in 48,114 linear feet of pipe the City can now split replacement costs 50/50 with CWS, instead of bearing the entire cost. Based on the new cost-sharing formula, assuming a replacement cost between \$400-\$700 per linear foot, the city would save approximately \$10-\$16 million in replacement costs, far exceeding what it would have collected in SDC revenues.
- The SDC allocation change makes Forest Grove consistent with all other cities in Washington County and will lead to significantly reduced future capital expenses.
- Shifts the primary administration and management of the Fats, Oils, and Grease (FOG) program from the City to CWS. This change will result in Forest Grove being consistent with other cities in meeting FOG requirements, resulting in less maintenance for Public Works.

FISCAL IMPACT

Staff estimates the IGA will have a positive fiscal impact through reduced maintenance, reduced responsibility for line replacements, and increase revenue for utility billing.

STAFF RECOMMENDATION

Staff recommend City Council approve Resolution 2026-37

ATTACHMENTS

- Resolution 2026-37: Intergovernmental Agreement Between City of Forest Grove and Clean Water Services Regarding Cooperative Management
- Exhibit A: Intergovernmental Agreement Between City of Forest Grove and Clean Water Services Regarding Cooperative Management
 - Appendix A: Clean Water Services – City of Forest Grove Division of Responsibilities

RESOLUTION NO. 2026-37

RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH CLEAN WATER SERVICES (CWS) REGARDING COOPERATIVE MANAGEMENT

WHEREAS, the City and Clean Water Services have shared an intergovernmental agreement that delineates specific responsibilities of each party for operating, managing, development review, constructing, billing, dispute resolution, and collecting monthly revenue and system development charges for stormwater and sewer services since 2005 and subsequently amended in 2008, 2009, and 2012; and

WHEREAS, beginning in early 2026, Clean Water Services undertook a process to update the IGA with all cities within their service area to clarify past provisions, attain operational and managerial consistency, and provide substantially greater detail regarding program responsibilities, regulatory compliance obligations, operational practices, development coordination, and service delivery expectations; and

WHEREAS, the City and CWS staff have met to review proposed language, make edits, and reach consensus on a draft IGA for Council consideration; and

WHEREAS, key overall changes to the IGA include 1) allowing cities to bill CWS for utility billing services, 2) alignment with current regulations, 3) clarified responsibilities for infrastructure, inspections, operations and oversight, 4) a more coordinated process for development review and planning, 5) formalization of interagency cooperation, and 6) clarified indemnification and liability; and

WHEREAS, key City-specific changes to the IGA include 1) changes to the sanitary sewer SDC allocation consistent with other cities, 2) increase of eligible pipe replacement for 50/50 cost sharing from 24" and above to 12" and above, and 3) shifting the primary administration and management of the Fats, Oils, and Grease (FOG) program from the City to CWS; and

WHEREAS, the IGA significantly clarifies roles and responsibilities, allowing sewer and stormwater to be more effectively administered and managed and is expected to have a positive fiscal impact to the city now and into the future.

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

Section 1. The City Council approves Exhibit A, the Intergovernmental Agreement Between City of Forest Grove and Clean Water Services Regarding Cooperative Management, including Appendix A: Clean Water Services – City of Forest Grove Division of Responsibilities, and authorizes and directs the City Manager to execute the IGA on behalf of the City.

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

PRESENTED AND PASSED this 24th day of August, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 24th day of August, 2026.

Malynda H. Wenzl, Mayor

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF FOREST GROVE AND CLEAN WATER SERVICES
REGARDING COOPERATIVE MANAGEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) dated [REDACTED] is between the **City of Forest Grove**, a municipal corporation within the State of Oregon (“City”), and **Clean Water Services** (“District”), a county service district within the State of Oregon organized under Oregon Revised Statutes (ORS) Chapter 451 (together referred to as the “Parties”). This Agreement replaces the January 4, 2005, agreement between the City and the District including amendments dated July 1, 2008, and December 7, 2009.

I. RECITALS

- A. The District has the legal authority for the Sanitary Sewer System and Stormwater and Surface Water System within its service boundaries consistent with relevant laws, rules, and agreements.
- B. The City has certain legal authority to own, operate, and maintain the local Sanitary Sewer System and Stormwater and Surface Water System as provided for under its charter, relevant laws, rules, and this Agreement. The City performs a variety of functions including owning, operating, maintaining, and managing the local portions of the Sanitary Sewer System and Stormwater and Surface Water System as outlined in the Agreement. It is anticipated that this Agreement may periodically require updating or modification by agreement of the parties as described in Section XII(E).
- C. The City and District previously entered into an agreement for the cooperative management of the Sanitary Sewer System and Stormwater and Surface Water System and its subsequent amendments, which expired. The City and District agree this is a new Agreement that supersedes all past agreements and amendments.
- D. The City and District recognize the Agreement describes a new and changing relationship. As such both parties anticipate that the City and District will continue to strengthen their relationship, find efficiencies in the work they collectively conduct, and will identify and resolve new issues that may be added to the Agreement, as appropriate.
- E. The District holds: 1) the integrated watershed-based National Pollutant Discharge Elimination System (NPDES) permit (Permit) that covers wastewater treatment, including four Water Resource Recovery Facilities, and sanitary and Stormwater conveyance covering the urbanized portion of the District’s service area, and 2) the Municipal Separate Storm Sewer System (MS4) (as defined in the Permit) designed to collect or convey Stormwater that discharges to waters of the state and is not part of a sanitary conveyance.

- F. The District is responsible for administering the Permit including reporting, compliance oversight, application for Permit renewal, and negotiating Permit conditions.
- G. As a municipal corporation within the District’s service boundaries, the City is a Co-Implementer of the Permit, and it must aid in implementation of the Permit. As a Co-Implementer, the City has certain delegated legal authority and responsibilities to perform operation and maintenance activities, programs, and projects related to the sanitary conveyance, Stormwater, and surface water management systems as identified within this Agreement referred to as “responsibilities.”
- H. The District and the City have enjoyed a strong and effective partnership that has greatly enhanced the protection of public health and the environment. In the spirit of collaboration and partnership, the Parties agree to work jointly toward compliance with the Permit, understanding that both agencies share goals of supporting development while achieving regulatory compliance, protecting public health and employee safety, and protecting and restoring the natural environment.
- I. The City owns and is responsible for all the public Stormwater infrastructure within the incorporated limits of the City including infrastructure located within the public Right-of-Way (ROW), tracts, parcels, property, and Easements (granted to the City), unless otherwise mutually agreed by way of a separate written agreement, or in Appendix A.
- J. The City owns and is responsible for the operation and maintenance of the local public Sanitary Sewer System with pipe diameters generally less than 24 inches while the District owns and is responsible for operation and maintenance of the public sanitary pump stations and pressure lines and conveyance lines 24 inches in diameter and greater.
- K. The City and District have authority to enter into contracts for the cooperative financing and operation of service facilities under ORS 451.560 and ORS Chapter 190.
- L. The City and Washington County are the entities responsible for floodplain management within the City boundary. The District and City will coordinate with the County where either entity is: 1) conducting work in the floodplain, or 2) conducting work that could alter the floodplain within the City boundary.

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the parties, it is agreed as follows:

II. OVERVIEW

This Agreement guides the collaborative interaction between the City and District to accomplish common goals. The City and District share a common vision for serving the public through collaborative efforts to achieve positive environmental outcomes and regulatory compliance, facilitate development, maintain the safety of the public and staff; and ensure wise use of public funds.

The District and City work collaboratively to communicate expectations, with the City responsible for implementing activities generally within the City, and the District providing support as requested for compliance with Permit conditions.

A. District Responsibilities

1. The District holds the integrated watershed-based Permit that covers wastewater treatment and conveyance and the MS4 systems designed to collect or convey Stormwater (e.g., storm drains, pipes, ditches) that discharges to waters of the U.S. and is not part of a sanitary conveyance.
2. The District retains the regulatory authority necessary to achieve compliance with the Permit. The District may establish Regional Programs to ensure compliance with Permit and program requirements.
3. The District is responsible for oversight and administrative support, and it will take appropriate action to ensure Permit compliance. It owns, operates, and maintains the Water Resource Recovery Facilities, portions of the public Sanitary Sewer System and Stormwater and Surface Water System within the unincorporated area of its service boundaries, and components associated with the Regional Program within the City Boundaries generally including, but not limited, to force mains, pump stations, and large diameter pipes equal to or larger than 24 inches.
4. The District will conduct master planning for the regional Sanitary Sewer System. The District agrees to accommodate review and input by the City during its plan development processes.
5. The District may conduct subbasin planning focusing on the development of ecologically based approaches that can support the Stormwater master planning within the City.
6. The District is responsible for capacity planning and modeling for projected changes to population, industry, and business growth that affect usage of sanitary sewer trunk lines conveying waste to the Water Resource Recovery Facilities.

B. City Responsibilities

1. The City is responsible for implementing Local Program elements, ensuring compliance, providing documentation for compliance reporting, and adaptively managing the City sanitary sewer and Stormwater management programs.
2. The City is responsible for complying with the Permit requirements and operating and maintaining the: a) local public Sanitary Sewer System, generally less than 24 inches in diameter; and b) Stormwater and Surface Water System, regardless of diameter, within the City boundaries.
3. The City is responsible for implementing City compliance programs for Development and environmental stewardship, in concert with the Permit; collecting fees and billing residents within the City; and will provide data to the District as needed for Permit compliance and reporting.
4. The City will conduct master planning for the Sanitary Sewer System and Stormwater and Surface Water System within the City boundary. The City agrees to accommodate review and input by the District during its plan development processes.
5. The City will make projections for population growth and industrial development to support the District's modeling of future regional capacity needs under Section II(A)(6) above.

C. District and City Responsibilities

1. The District and City will achieve compliance with Permit requirements by cooperatively implementing a regulatory approach that considers various factors including, but not limited to, geography, urban development patterns, treatment options, infrastructure, and capital improvement projects.
2. The District and City agree to facilitate the annexation of unincorporated parcels within the City's Urban Planning Area Agreement (UPAA). At the time of infrastructure transfer, the District and City will enter into an Infrastructure Transfer Agreement (ITA). The ITA will document the current condition based on mutually agreeable industry standards and projected remaining useful life of the asset as defined by the UPAA subcommittee of the Capital Improvement Program Prioritization (CIPP) committee. This information will be used in part to define the maximum District cost-sharing participation in the future replacement of that asset.
3. The District and City each agree to do a cost of services analysis in support of their respective fee structures.

III. DEFINITIONS

This section defines terms that are commonly used throughout the Agreement. Terms defined herein will be capitalized throughout the document.

- A. 1200-C, 1200-CN: 1200-C Construction Stormwater Series National Pollutant Discharge Elimination System General Permits issued by Oregon Department of Environmental Quality (DEQ) for the control of Stormwater associated with construction activities.
- B. 1200-Z: Refers to the 1200-Z Industrial Stormwater National Pollutant Discharge Elimination System General Permit issued by Oregon DEQ for the control of Stormwater associated with industrial activities.
- C. Board: The Board of Directors to the District, its governing body.
- D. Capacity Management Operations and Maintenance (CMOM): A framework developed by the Environmental Protection Agency to establish an information-based approach to setting priorities for activities and investments in sanitary collection/conveyance systems. CMOM embodies many asset management principles as they apply to sanitary collection/conveyance systems such as defining goals, using an information-based approach to set priorities, evaluating capacity and taking steps to ensure it is adequate, developing a dynamic, strategic approach to preventive maintenance, and conducting periodic program audits to identify program deficiencies and ways to address those deficiencies.
- E. City: The City of Forest Grove.
- F. Co-Implementers: Local government partners that share responsibility with the District for implementing the NPDES Permit to maintain compliance with the Permit conditions. This includes Washington County, and the cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Hillsboro, King City, North Plains, Sherwood, Tigard, and Tualatin.
- G. Connection (Sanitary Sewer System): The physical act or process of tapping a public sewer line, or joining onto an existing side sewer, for the purpose of connecting private plumbing or industrial systems to the public Sanitary Sewer System. Connection also means the increasing of fixtures or increasing the quantity or strength of the sewage discharge to the Sanitary Sewer System.
- H. Connection (Stormwater and Surface Water System): The physical act or process of tapping a public Stormwater sewer line, or joining onto an existing side sewer, for the purpose of connecting private impervious surface or other Stormwater and surface water sources or systems to the public Stormwater sewer system; and shall also include the increasing of the quantity or strength of the Stormwater discharge to the Stormwater and Surface Water System. Connection to the Stormwater and Surface Water System also shall mean the construction or creation of impervious surface, or other human activity that causes or is likely to cause an increase from the natural state of Stormwater runoff

quantity or pollution, a decrease in water quality, or a combination thereof, to the Stormwater and Surface Water System.

- I. Council: The Forest Grove City Council, the governing body of the City.
- J. Design and Construction Standards (Standards): The administrative and technical requirements for development and construction activities that occur within CWS' jurisdictional boundary. The Standards can be developed either by the District or the City in accordance with the Permit requirements. The Standards address a range of topics including the design and construction of Sanitary Sewer Systems, Stormwater and Surface Water Systems, erosion control methods, and natural resources protection.
- K. Development: As defined in the District's most current Design and Construction Standards as of the date of this Agreement (District Resolution and Order 19-5 as amended by District Resolution and Order 19-22, adopted November 12, 2019) inclusive of future amendments.
- L. District: Clean Water Services.
- M. Easement: An Easement is a legal right to occupy or use another person's land for specific purposes. The use of the land is limited, and the original owner retains legal title of the land.
- N. Equivalent Dwelling Unit (EDU): An average number of fixtures (e.g., sinks) in a residence, which is used to estimate the strength and flow from any type of customer. EDUs are the basis for the base portion of the Sanitary Sewer System Development Charge or Service Charge.
- O. Equivalent Service Unit (ESU): The average amount of impervious surface on a single-family residential property (currently equal to 2,640 square feet). Used to calculate the Storm and Surface Water System Development Charge and Service Charge.
- P. Illicit Discharge: Any discharge to the municipal separate storm sewer system (MS4) that is not composed entirely of Stormwater, except discharges pursuant to an NPDES permit (other than the NPDES permit for the discharges from the municipal separate storm sewer); discharge resulting from firefighting activities; authorized under Schedule A.14.a.iv of the CWS 2022 permit (or any similar authorized updated by permits); or discharges otherwise exempted or authorized by DEQ.
- Q. Industrial User: A user that introduces pollutants into the publicly owned treatment works from any nondomestic source regulated under section 307(b), (c), or (d) of the federal Water Pollution Control Act.
- R. Industrial Waste: Any waste other than domestic waste. The following, without limitation, are nondomestic wastes: discharges from fire hydrant flushing; discharges from chlorinated water line flushing; discharges of pumped groundwater; discharges from aquifer storage and recovery flushing; Stormwater intentionally discharged to the publicly owned treatment works; discharges from draining swimming pools, hot tubs, and spas.

- S. Infrastructure Transfer Agreement (ITA): A document associated with the change of ownership describing the assets, location, date of transfer, reason for change of ownership, maintenance responsibilities, and the reason for and amount of money exchanged with the assets. The agreement will be memorialized in the Geographic Information System (GIS) platforms of the respective Parties.
- T. Local Program: The portion of the Sanitary Sewer System, or Stormwater and Surface Water System, program of construction, operation, maintenance, and regulation within the District's service area which may be performed by the District or by a City, County, or by intergovernmental agreement. For the purpose of this Agreement, the responsibilities the City agrees to perform are identified in Appendix A.
- U. Maintenance Hole: A structure that provides access to underground utilities for maintenance and inspection purposes (commonly known as a manhole and abbreviated "MH") and having the same meaning as used in the Permit.
- V. Municipal Separate Storm Sewer System (MS4): As defined under Schedule D.14.d.xxv of the CWS 2022 Permit, or as otherwise updated by DEQ.
- W. Nondomestic Waste Discharge Permit: A control mechanism issued by the District to regulate the discharge of nondomestic waste to the publicly owned treatment works. Nondomestic waste discharge permits include industrial wastewater discharge permits, wash water permits, best management practices permits, letters of authorization, and any document designated by the District as a nondomestic waste discharge permit.
- X. Performance Standards: District performance and reporting requirements for certain work programs, including the operation, maintenance, and repair programs for the Sanitary Sewer System and Stormwater and Surface Water System within the District's jurisdictional boundary. The Performance Standards also include requirements for engineering, inspection, source control, and capital projects. The Performance Standards were adopted by District Resolution and Order 17-6 as amended by District Resolution and Order 18-11 on May 22, 2018, inclusive of future amendments.
- Y. Permit: The District's watershed-based National Pollutant Discharge Elimination System (NPDES) permit, issued by DEQ, which regulates the discharge of pollutants into the Tualatin River watershed from the four Water Resource Recovery Facilities and the MS4.
- Z. Regional Program: The responsibilities of providing broader services across multiple jurisdictions related to the Sanitary Sewer System and Stormwater and Surface Water System (e.g., permit compliance and oversight, training, basin planning, pump stations, and large diameter interceptors). For the purposes of this Agreement the Regional Program includes those responsibilities that the District agrees to perform: a) within the incorporated limits of the City identified in Appendix A, and b) outside the City within the District's service boundary.
- AA. Right-of-Way (ROW): A strip of land acquired by the public for specific uses including roadways, bridge structures, public utilities, etc. Right-of-Ways are available for use by

the public at large and are administered by the jurisdiction (City, State, or County) in which they lie.

- BB. ROW Fee: Includes the following: franchise fees, ROW fees, ROW usage fees, privilege tax, or any other interchangeable term for a City-imposed charge for the use of the ROW in the City.
- CC. Road: The area within the Right-of-Way that is intended for the operation of motor vehicles and bicycles where so marked.
- DD. Roadside Ditches: Manmade ditches on one or both sides of roadways, within the road Right-of-Way and generally intended for the collection and conveyance of Stormwater runoff generated by the road and adjacent properties.
- EE. Roadside Piping: Shallow pipes, inlets, or other associated structures on one or both sides of a Road, within the road Right-of-Way, which are generally at a similar grade as typical Roadside Ditches, and generally lack Maintenance Holes.
- FF. Sanitary Sewer Overflow (SSO): A release of untreated or partially treated sewage from a municipal sanitary sewer.
- GG. Sanitary Sewer System: All publicly owned treatment works, pumping or lift facilities, interceptor and main sewer pipelines, force mains, maintenance holes, laboratory facilities and equipment, and related facilities for the collection, conveyance, treatment, recycling, reclamation, and disposal of sewage, comprising the total publicly owned sanitary sewerage system, to which Stormwater, surface water, and ground water are not intentionally admitted.
- HH. Service Provider Letter: A letter from the District, which specifies the conditions and requirements associated with vegetated corridors and Sensitive Areas necessary to issue a Stormwater Connection Permit pursuant to Ordinance 27 and the Design and Construction Standards.
- II. Sewer Use Information Form: A form filled out for a nonresidential sanitary sewer permit and Certification of Occupancy submitted to the District to provide information needed to determine if a pretreatment permit is required consistent with procedures required by 40 CFR 403.8(f)(2).
- JJ. Stormwater: As defined under Schedule D.14.d.xxxv of the CWS 2022 Permit, or as otherwise updated by DEQ .
- KK. Stormwater Management Plan (SWMP): The SWMP, as approved by DEQ, describes the comprehensive structural and nonstructural best management practices, actions, control measures, and activities that are implemented by the District and Co-Implementers (through intergovernmental agreements) to reduce the discharge of pollutants from the MS4 to the maximum extent practicable in accordance with the terms of the Permit. The SWMP groups Stormwater best management practices into program areas that typically include, but are not limited to, Illicit Discharge detection and elimination; industrial and commercial facilities; construction site runoff control; education and outreach; public

involvement and participation; post-construction site runoff and retrofit programs; pollution prevention for municipal operations; and Stormwater management facilities operation and maintenance. The SWMP outlines the framework, measurable goals, tracking measures, and reporting metrics for annual reporting on the Stormwater program to DEQ.

LL. Stormwater and Surface Water System: The entire Stormwater and Surface Water System inclusive of:

1. Conveyance Facilities (Stormwater and surface water), including five subtypes:
Includes all portions of the Stormwater and Surface Water System, either natural or manmade, that transport Stormwater and surface water runoff. The purpose of the Stormwater and surface water conveyance system is to drain Stormwater and surface water from properties to provide protection to property and the environment. There are five categories of Stormwater and surface water Conveyance Facilities:
 - a. Storm Drains and Pipes
 - b. Open Conveyance
 - c. Roadside Stormwater Conveyance Facilities
 - d. Large Culverts
 - e. Small Culverts
2. Stormwater Infrastructure: Any structure, feature, or drainage ditch that is designed, constructed, and maintained to collect, filter, convey, retain, or detain Stormwater runoff during and after a storm event for the purpose of water quality improvement, conveyance, or quantity management. It includes, but is not limited to, features such as constructed water quality wetlands, water quality swales, landscaped retention areas, and detention ponds that are maintained as Stormwater quality or quantity control facilities.
3. Storm Drains and Pipes: The pipes designed to carry Stormwater that were built to a standard generally equivalent to the District's current Standards, or the standards in place at the time of construction. They are characterized by being constructed of substantial, long-lasting material, are relatively deep, constructed at a uniform grade and alignment, have standard Maintenance Hole access points, are fed by full-sized catch basins, and are typically connected to the catch basins by laterals.
4. Water Quality or Quantity Approach: An engineered or natural feature designed or protected to provide Stormwater management. Approaches consist of water quality and quantity facilities, natural systems and other low impact Development approaches.

MM. System Development Charges (SDCs): An assessment provided under Oregon law that is paid at the time a Connection permit is issued to recognize the cost of growth. The Sanitary Sewer SDC has two components: "reimbursement," which is based on the value of the existing collection and treatment systems, and "improvement," which is based on

the anticipated future cost of system improvements and enhancements. The Storm and Surface Water SDC is based on improvements to the system. Both Sanitary Sewer and Storm and Surface Water SDCs include a regional component and a local component. SDCs are sometimes referred to as a Connection charge.

- NN. Water Quality Sensitive Area or Sensitive Area (as defined in the latest Design and Construction Standards at 1.03.65): Includes existing and created wetlands; rivers, streams, and springs, whether flow is perennial or intermittent; or natural lakes, ponds, and in-stream impoundments. Water Quality Sensitive Areas do not include Stormwater infrastructure; vegetated corridors (a buffer) adjacent to the Sensitive Area; off-stream recreational lakes, wastewater treatment lagoons, fire ponds or reservoirs; or drainage ditches.
- OO. Water Resource Recovery Facility (also known as a wastewater treatment plant or publicly owned treatment works): A treatment works treating domestic sewage that is owned by a municipality or State. Considered part of the Sanitary Sewer System.

IV. GENERAL AGREEMENTS

- A. Regulatory Requirements, Associated Program Elements, and Compliance Procedures
 - 1. The District and the City:
 - a. Acknowledge that Permit compliance requires creating and implementing work programs, tracking measures, and reporting procedures to demonstrate compliance. These actions include, but are not limited to: orders; Stormwater management plans; Capacity, Management, Operations, and Maintenance (CMOM) for the conveyance system; enforcement procedures; construction standards; industrial controls, and Performance Standards.
 - b. Agree to collaborate to ensure that the: 1) actions needed to comply with the Permit are clear, 2) procedures to coordinate programs are in place, and 3) District is able to perform compliance oversight.
 - 2. The District agrees to:
 - a. Administer the Permit, including, but not limited to: reporting, performing compliance oversight, applying for Permit renewal, and negotiating Permit conditions.
 - b. Collaborate with the Co-Implementers, review new ordinances, and direct internal coordination to ensure compliance with the Permit.
 - c. Coordinate administrative processes, including Permit renewal, to provide opportunities for meaningful engagement with the City and regulatory agencies.

- d. Notify the City of any modification to the Permit affecting City operations, as soon as practicable, but not more than 14 days after the District receives notice of the modification.
 - e. Collaborate with the City and other Co-Implementers to develop orders, ordinances, or other actions necessary to ensure compliance with the Permit for adoption by the District's Board of Directors (Board).
 - f. Provide a copy of all proposed Board, enforcement, or other District actions to the City with at least 60 days' written notice to allow the City to provide meaningful comment, unless the parties agree on a reduced notice period, or emergency circumstances do not allow for this timeline.
 - g. Maintain a list of adopted Resolutions and Orders and related regulatory documents that the City is responsible for implementing, including, but not limited to, the Nondomestic Waste Ordinance, Standards, Performance Standards, the Stormwater Management Plan (SWMP), and the Permit.
3. The City may elect to collaborate with the District to create city-specific compliance implementation programs and standards to ensure Permit compliance.

B. Permitting Authority

The City and District, upon mutual agreement, may delegate permitting and inspection authority related to Stormwater Connection, sanitary conveyance, and erosion control to one agency when a development project is within both the City and the District's jurisdictional boundaries. "Development project" includes both onsite and associated offsite public improvements and new or modified connections to Stormwater or sanitary sewer infrastructure.

C. Stormwater Management Plan

The SWMP, as approved by the Oregon Department of Environmental Quality (DEQ), describes the comprehensive structural and nonstructural best management practices, actions, and activities that are implemented by the District and Co-Implementers (through intergovernmental agreements) to reduce the discharge of pollutants from the MS4, to the maximum extent practicable, in accordance with the terms of the Permit. The SWMP groups Stormwater best management practices into program areas that typically include, but are not limited to, Illicit Discharge detection and elimination; industrial and commercial facilities; construction site runoff control; education and outreach; public involvement and participation; post-construction site runoff and retrofit programs; pollution prevention for municipal operations; and Stormwater management facilities operation and maintenance. The SWMP outlines the framework, measurable goals, tracking measures, and reporting metrics for annual reporting on the Stormwater program to DEQ. The SWMP may be modified through the adaptive management provision of the Permit.

1. The District must:
 - a. Collaborate with the City on any updates to the SWMP, including, but not limited to: City-specific metrics, basin planning, adaptive management, and the overall metrics and measures outlined in the SWMP.
 - b. Review any City SWMP and adaptive management changes to ensure they are consistent with the Permit if the City elects to create its own SWMP pursuant to subsection (2)(b) below.
 - c. Facilitate DEQ's approval of the adaptive management proposals consistent with the Permit.
2. The City:
 - a. Must timely provide data and information that demonstrate compliance with the SWMP requirements to the District to include in the Stormwater Annual Report.
 - b. May elect to create its own SWMP to reflect local best practices in its jurisdiction.

D. Capacity Management Operation and Maintenance (CMOM)

1. *Current CMOM Information.* The District and Co-Implementers have created metrics and processes and established communication that ensures compliance with the Permit requirements related to both District and City Sanitary Sewer Systems. This information has not been accumulated into a single CMOM document; however, the programs as they exist, and taken as a whole, provide the elements of a CMOM program. Information supporting a CMOM framework provides effective guidance for evaluating compliance for the Sanitary Sewer System. As outlined below in subsection IV(D)(2)(a) as Option A, the District agrees to compile existing Performance Standards and document existing processes demonstrating an effective CMOM program that can be used to demonstrate compliance with certain Permit requirements, such as responding to Sanitary Sewer Overflows (SSOs).
2. *Options for City's CMOM Document.* If the City determines that a common CMOM guidance document is needed to communicate program equivalence and demonstrate compliance, the District agrees to collaborate with the City and lead the creation of a CMOM document. To ensure compliance with the SWMP and Standards, the City must elect to follow one of the options below for developing a CMOM program within 90 days of the execution of this Agreement. If the City at any point chooses to change to the other option, the City must provide the District with at least 90 days' notice before switching to the other option.
 - a. Option A: The City utilizes the District's current CMOM information to demonstrate compliance with the Permit.
 - b. Option B: The District creates a comprehensive CMOM program document that serves as a baseline for the City to modify to document its local CMOM program.

The document will describe differing approaches that meet program objectives and may be used to demonstrate compliance with certain Permit conditions, such as responding to SSOs. The District agrees to review documentation of the City's CMOM program to ensure compliance with Districtwide program objectives.

E. Reporting and Training

1. Reporting

- a. The District must:
 - i. Develop reporting and tracking procedures for information required for Permit compliance.
 - ii. Provide to the City an explicit description, structure, and schedule of information needed for compliance reporting.
 - iii. Collaborate with the City to establish timely and effective procedures.
 - iv. Provide reasonable notice to the City to allow the City enough time to develop the infrastructure needed to report accurately if reporting procedures change.
- b. The City must:
 - i. Use agreed-upon procedures to certify and provide required reports with necessary information as established by the Permit.
 - ii. Compile the information, certify accuracy, and provide timely submittal to the District of required information for regulatory compliance.
- c. The District and City agree to:
 - i. Compile and provide the information or data as soon as is reasonably practicable when additional information or data is requested by the District from the City, or by the City from the District.
 - ii. Allow access to the Sanitary Sewer System and Stormwater and Surface Water System within 72 hours of a request from the other party, or immediately, in the case of an emergency, to collect data and communicate a sampling plan.

2. Training

- a. The District will provide training or oversight to the City as required by the Permit, including annual training on SSO response, regulatory reporting procedures, and Illicit Discharge detection and elimination (IDDE) response.

F. Compliance

1. The City and District agree to:
 - a. Establish and maintain adequate legal authority to implement Permit-required compliance programs.
 - b. Have a process for tracking and reporting on enforcement of the Permit.
 - c. Provide opportunities for meaningful input on any changes in orders, programs, plans, or other mechanisms used to ensure Permit compliance. Meaningful input includes notice of the planned change, opportunity for constructive input, and participation in any formal review process.
 - d. Collaborate in developing a response to an enforcement action that affects the City including supporting any investigation, and providing data, records, and testimony as requested should any compliance action be received by the District or City.
 - e. Distribute any reimbursements, or fines for work expenditures, based on the proportion of the degree of responsibility assigned to each party by a mutually agreed upon or appropriate third party through the dispute resolution process when the parties share responsibility.
2. The District:
 - a. Delegates to the City the authority to enforce the District's code and ordinances within the City boundary and to use and follow the City's processes to enforce these codes and ordinances, consistent with the respective enforcement responsibilities described in Section IV(F)(1)(d).
 - b. Acknowledges that as the holder of the Permit, the District may receive formal enforcement actions, including civil penalties and compliance orders, for occurrences within the City's jurisdiction.
 - c. Agrees that the City may take responsibility for defending its own interest in any enforcement action, including paying fines and committing to implementing any compliance orders.
 - d. Agrees to reimburse payments, including costs incurred for defense, or expenditures incurred, in response to enforcement actions tied directly to and resulting from the District's responsibility, as assigned under Section IV(F)(1)(d).
3. The City agrees to reimburse any payments, including any costs incurred for defense, by the District, or expenditures incurred by the District, in response to enforcement actions resulting from the City's responsibility, as determined by DEQ final order or court settlement.

G. Coordination

1. *Intergovernmental Agreement Review.* The City and District agree to meet annually to facilitate continued coordination between the City and the District of their responsibilities under this Agreement. Representatives at the executive level, or delegated key staff, will review the efficacy of the Agreement and determine if any modifications are warranted to better address compliance needs, address resource constraints, facilitate Permit implementation, and increase efficiency.
2. *GIS and Asset Management.*
 - a. The District and City GIS staff will form an Asset Data Status and Reconciliation (ADSR) group composed of respective operations and GIS staff that will meet as needed to review asset data and status and complete a reconciliation.
 - b. The District is responsible for convening the meeting, summarizing the discussion, drafting the agreed upon outcomes, and documenting and memorializing the information presented in the GIS overlays, including ITAs. Topics covered will include reviewing GIS data, jurisdictional boundaries, assets transferred during the previous year, training, and reporting. As needed, the ADSR may elevate questions on ownership to the executives for each party.
3. *Program.* The District and City agree to participate in established routine meetings including the CIPP committee, Co-Implementers, Billing Information Technical Committee, and operations and management meetings as scheduled or modified to facilitate compliance and coordination as needed. Additionally, following the budget approval process, the City and District will coordinate through the CIPP committee, along with representatives from other cities within the District's boundary, to recommend the prioritization and funding of Sanitary Sewer System and Stormwater and Surface Water System projects. The District and the City will then establish a UPAA subcommittee through the CIPP to develop the process for evaluating information associated with the transfer of assets including, but not limited to, asset status, value, anticipated life, and process for transfer agreements.

H. Emergency Response

The City and the District agree to collaboratively support each other during emergencies. The most frequent emergencies are short-term events (e.g., responding to an SSO, a storm event, or an odor issue); however, emergency response also includes more significant areawide emergencies where Oregon Water/Wastewater Agency Response Network (ORWARN) agreements may apply. The following guidelines are in place to help the City's staff and the District's staff respond to emergency situations:

1. Both the City and the District will work together to address emergency situations in a safe and timely manner with the least amount of environmental and public impact.
2. The primary purpose for collaboration on emergency response is to address issues that may impact public health and safety, or adversely impact the environment, in as timely a manner as possible. Responsibility for documentation and reporting can be determined once the issue causing the emergency is being addressed.
3. The agency that is first aware of, or responds to, the emergency is the lead agency. Usually, that will be the agency whose jurisdiction includes the source of the emergency.
4. The initial designation of the lead agency is typically a verbal discussion between the two supervisors or senior crew members responding to the emergency. This discussion typically happens in the field as crews are responding to a situation.
5. The lead agency responding to the emergency can be handed off once more information is gathered, or if the agency accepting responsibility is better suited to address the situation. Coordination between the agencies may change based on the needs of field crews and the knowledge of staff available to address the emergency from each agency.
6. On occasion an agency may not have resources available, or the necessary skill set, to address a specific emergency. In that situation, the other agency may be asked to take over as the lead agency.
7. The City's staff and the District's staff should work together to determine which agency will take the lead on providing documentation and initiating required reporting for SSO (e.g., calling Oregon Emergency Response Services (OERS) and DEQ to report an SSO). Typically, the agency whose assets are affected, or whose jurisdiction is the source of the emergency, will be the lead on documentation and reporting efforts.
8. If it is unclear whose asset or which jurisdiction is the source, the City and the District will agree upon which agency takes the lead role.

V. FINANCE

A. Cost of Service

The District and the City agree that the cost of service differs between the Local Program service providers based on a variety of factors including: infrastructure age and condition, differences in operating costs, customer accounts, and the local jurisdictions' decision on level of service.

Beginning July 1, 2027:

1. The District and City agree to establish a methodology that includes a common sanitary Equivalent Dwelling Unit (EDU) and Stormwater Equivalent Service Unit (ESU) that must be used to calculate monthly rates and System Development Charges (SDCs) for both regional and local services.
2. The City agrees to:
 - a. Develop and implement, at a minimum, a level of service for the Sanitary Sewer System, Stormwater and Surface Water System, and related service adequate to comply with the Permit requirements. The level of service will be reviewed by the District for conformance with the Permit requirements and consistency with the DEQ-approved SWMP.
 - b. Set the local sanitary sewer rates and charges, including SDCs and industrial charges, to meet the Local Program needs for services provided by the City.
 - c. Set the local Stormwater rates and charges, including SDCs, to meet the Local Program needs for services provided by the City.
3. The District agrees to:
 - a. Set the regional sanitary sewer and Stormwater rates and charges, including SDCs, for services provided by the District to meet regional needs.
 - b. Set the local sanitary sewer and Stormwater rates and charges, including SDCs, to meet the Local Program needs when the District provides local services.
 - c. Allow the City to develop its own rate structure for City provided services based on the City's own formal cost of services study, rather than relying on the District's rate structure.

B. Setting Rates and Charges

1. The District agrees to:
 - a. Set rates and charges for the regional sanitary sewer and Stormwater program services, which the Board will consider and adopt.
 - b. Set SDCs for the regional Sanitary Sewer System. As of the date identified in Section V(A) of this Agreement, the SDC is divided with 96% going to the District and 4% allocated to the City. The Parties agree that this SDC allocation supersedes the Intergovernmental Agreement between City of Forest Grove and Clean Water Services for Allocation of Sanitary Sewer System Development Charges, effective July 1, 2020, to June 30, 2031. The City's loan obligations to the District, as documented in the 2009 Intergovernmental Agreement between Forest Grove and Clean Water Services for Allocation of Sanitary Sewer System Development Charges, remain in effect. The District and City will continue to coordinate when updating the local and regional SDCs.

- c. Set sanitary sewer rates for Industrial Users. As of the date of this Agreement, the rate for industries within City limits is divided with 84% going to the District for the regional system and 16% allocated to the City for the Local Program.
- d. Consider setting regional Stormwater program rates for Industrial Users, but it is not required to set these rates.

2. The City agrees to:

- a. Set rates and charges for the local sanitary sewer and Stormwater program services, which the City Council will consider and adopt. The City may elect to use the District's Rates and Charges.
- b. Set SDCs for the local Sanitary Sewer System and Stormwater and Surface Water System within the City boundary, as adopted by the City Council.
- c. Consider assessing ROW Fees to account for the use of the City ROW to deliver and convey utility services, including sanitary sewer and Stormwater. If the City considers changing the ROW Fee to a percentage above this range, the City will conduct a public process and providing notice to the District to allow participation by the District, and outreach to Industrial Users billed by the District.
- d. Set local Stormwater program rates for Industrial Users.

C. Administrative Fees:

The District agrees to pay reasonable administrative fees to process customer utility billings, SDCs, and SDC credits. These fees will be adopted under a separate Memorandum of Understanding (MOU) or Intergovernmental Agreement (IGA).

D. Billing and Collecting Rates and Charges

- 1. The District must bill and collect the following fees for the sanitary sewer and Stormwater programs:
 - a. Regional and local SDCs in areas where the District issues connection permits.
 - b. Regional and local monthly service rates in areas where the District bills customers for these services.
 - c. ROW Fees for Industrial Users located within the City limits when the District provides the billing function. ROW Fees are applied to gross regional and local volume service charge revenue, exclusive of the ROW Fees, collected for Industrial Users located in the City.
- 2. The City must bill and collect the following fees for the sanitary sewer and Stormwater programs:
 - a. Regional and local SDCs in areas where the City issues Connection permits.

- b. Regional and local monthly service rates in areas where the City bills customers for these services.
- c. If applicable, the City may charge ROW Fees applied to gross service charge revenue collected, exclusive of the ROW Fees, for residential and commercial customers when the City provides the billing function.

E. Suspension or Recalculation of Stormwater and Sanitary Sewer Charges

- 1. The City will suspend a customer base and use portions of the Sanitary Sewer Service Charge if a suspension request is approved in accordance with the District and City's current Rates and Charges Resolution and Orders.
- 2. In accordance with the current Rates and Charges Resolution and Order, the City reserves the right to recalculate a property's EDUs and ESUs at any time. Additions or reductions will be reflected in the remittance to the District.

F. Refund of Services Charges

The City has the authority to refund services based on overpayments, as defined in the Rates and Charges Resolution and Order and in accordance with the City's Utility Bill Refund Policy.

G. Transfer and Remittance of Funds

- 1. District Responsibilities
 - a. The District bills certain Industrial Users directly. For Industrial Waste fees, the District will remit to City the local portion of SDCs and the local portion of the volume service charges collected within the City's limits as set by the City.
 - b. The District will also remit the City ROW Fees collected for Industrial Users within the City.
 - c. The District will retain 100% of the annual Industrial Waste permit fee, and any penalty fees, charges for high-strength waste, and other fees related to Industrial Waste that may be assessed.
 - d. The District will retain 100% of the administrative fee collected from the Industrial Users within the City.
 - e. The District will use a mutually agreed upon monthly remittance form to submit industrial fees to the City. The remittance forms will include a report of all revenue collected for flow, SDCs, ROW Fees, and other amounts remitted to the City. The District will maintain forms showing the methodology for implementing remittance and distribute them to City.

2. City Responsibilities

- a. The City will remit to the District for the Stormwater and sanitary sewer programs:
 - i. Revenue from the regional SDCs collected by the City.
 - ii. Revenue from the regional monthly service charge rates collected by the City.
- b. The City will use a mutually agreed upon monthly remittance form to submit regional fees to the District. The remittance forms will include a report of all revenue collected for service fees, ROW Fees, SDCs, and other amounts remitted to the District.

H. Timing to Implement Rates and Charges

1. The District typically determines rates and charges as a part of the annual fiscal year budget process. However, the District may adjust these rates and funding levels mid-year to recognize changes that occur outside the normal budget cycle after coordination and communication with the City. The Board will only implement such midyear changes when the Board determines such changes are necessary to comply with state or federal permits, laws, or regulations, or to reflect changes in the Parties responsibilities.
2. The District agrees to give the City no less than 30 days to implement changes in its billing software any time the Board makes changes to any rates or charges.
3. The City typically determines its rates and charges on an annual basis, with changes beginning in July. However, the City reserves the right to adjust rates and funding levels outside the normal budget cycle after coordination and communication with the District.

I. Operating Procedures Relating to Revenue

1. The District and the City must remit payments monthly using designated forms. The District will ask for input from the City to update the forms as necessary.
2. The District and the City must remit revenue payments to the billing party by the 20th of each month, unless the billing party appeals the payment.
3. The District and the City must institute administrative procedures to diligently and regularly bill customers and collect fees, adjust billing in response to complaints, follow up on delinquencies, and take reasonable steps to collect late payments.
4. The District and the City will work together to develop policies and procedures for reporting and reviewing collection information and uncollectable accounts written off as regional bad debt. The District and the City will work with other Co-Implementers

to develop a template to provide consistent reporting on billing, collections, and accounts as regional bad debt write-offs.

5. The District and the City agree to identify the necessary datasets for a scheduled cost of service analysis and to complete a scheduled cost of service analysis. The District will coordinate prior to any annual cost of service analysis.
6. The District or the City may inspect and audit the books and records of the other with respect to matters within the purview of this Agreement. If the District or the City requests an audit, the Parties will provide reasonable notice of at least 30 days or on a timeline agreed to in writing.

J. Replacement and Repair Cost Sharing

Where the parties agree that replacement or repair is needed for conveyance pipelines that cross jurisdictional boundaries, for facilities that may serve areas outside jurisdictional boundaries, or both, the City and the District may agree to a cost-sharing agreement pursuant to project scoping as defined by the CIPP Committee. A default starting point for the cost-sharing distribution is the proportion of the pipeline reconstruction by ownership as presented in the GIS attribute layers. The UPAA subcommittee as chartered by the CIPP committee will evaluate for priority those lines that are proposed for, or likely subject to, a future ITA.

K. Indebtedness

Neither the City nor the District will obligate any assets or facilities of the other party's Sanitary Sewer System or Stormwater and Surface Water System for any debt.

VI. SPECIFIC SANITARY AND STORMWATER PROGRAM AGREEMENTS

A. Asset Maintenance and Ownership Responsibility

The City and the District agree to record and maintain asset ownership and maintenance as separate attributes documented in GIS. The City and the District will ensure that the GIS information can be efficiently transferred to enable efficient updates for mapping layers.

The City and the District agree on several principles guiding asset ownership and maintenance responsibilities. These principles are discussed for Stormwater and sanitary conveyance below.

1. For the publicly owned Sanitary Sewer System:
 - a. The City owns and is responsible for maintaining gravity sanitary sewer lines within the City that are less than 24 inches in diameter and used to collect and convey sewage to a trunk line. See Appendix A for details.

- b. The District owns and is responsible for maintaining trunk lines used to convey sewage to the Water Resource Recovery Facilities or directly to the pump stations. The trunk lines include: pressurized lines below a pump station; lines leading directly into a District-managed pump station to the upstream Maintenance Hole; typically, gravity lines equal to or greater than 24 inches in diameter; and any other lines agreed to by both the District and the City. See Appendix A for details.
 - c. For sanitary conveyance lines that cross jurisdictional boundaries, the City and the District will mutually agree on asset ownership and maintenance responsibility. Both the ownership and maintenance responsibility will be recorded on applicable GIS attribute layers. Generally, and unless the parties agree otherwise, the jurisdiction where the downstream Maintenance Hole is located maintains the upstream mainline up to but not including the upstream Maintenance Hole.
- 2. For the Stormwater and Surface Water System:
 - a. The City owns and maintains all Stormwater infrastructure and appurtenances within the City boundaries including, but not limited to, public detention and water quality treatment facilities, including outfall structures. See Appendix A for details.
 - b. The District owns and maintains assets outside the City boundaries in unincorporated Washington County.
 - c. For Stormwater conveyance lines that cross jurisdictional boundaries, the City and the District will mutually agree on asset ownership and maintenance responsibility following the general principles described below.
 - i. The City and the District will agree on which entity owns lines that cross jurisdictional boundaries and record this on applicable GIS attribute layers. Generally, and unless the parties agree otherwise, the jurisdiction where the downstream Maintenance Hole is located maintains the upstream mainline up to but not including the upstream Maintenance Hole.
 - ii. The City and the District recognize that they both are responsible for maintaining certain Stormwater facilities that provide treatment of Stormwater that crosses jurisdictional boundaries (e.g., detention ponds, water quality facilities, filter vaults, etc.). The District and the City agree to meet annually to evaluate the facilities with cross-jurisdictional treatment to ensure the maintenance responsibilities for these facilities are equitable. The cost to maintain and replace the asset will be proportionally shared by the City and District per a methodology mutually agreed upon by both parties.

B. Annexation

1. The District will transfer its local conveyance assets to the City upon annexation of properties within the UPAA. The City will notify the District of pending annexation and request as-builts, maintenance records, and condition assessments. If the asset is deemed to be in acceptable condition, the City will finalize the asset transfer upon completion of the annexation. Acceptable condition will be defined as in good working repair, in accordance with recognized industry standards for the asset, and meeting or exceeding the agreed-upon performance standards. If the asset is deemed to not be in acceptable condition, it will be placed in priority on the CIPP and UPAA committees project list and remain under District ownership until it is in acceptable condition as agreed upon by both parties using procedures developed by the UPAA or resolved through the dispute resolution process.

C. Transfer of Assets

1. The City and the District agree that the ADSR committee will meet as needed to review jurisdictional boundaries and confirm all assets transferred during the previous year. The City and the District agree that a formal agreement and documentation of each asset transfer should precede updates of the asset attributes in GIS. The asset transfer will include transferring as-builts, line cleaning, inspection, and maintenance records, including closed-circuit television (CCTV) data and the associated video files and the asset's current rating (National Association of Sewer Service Companies score), where available.
2. When the City annexes properties within the UPAA, assets will be transferred from the District to the City in the manner described in Section VI(B)(1).
3. The District and the City agree that when an industrial source permitted under the District's Industrial Pretreatment Program contributes a dominant proportion of the flow in the conveyance line, that leads to unique maintenance issues, human health concerns, or degradation of structural integrity. When this circumstance arises, the District may accept the transfer of maintenance responsibilities, ownership, or both for that asset. The specific asset will be described in an ADSR report.

D. Erosion Prevention and Sediment Control

The City and the District will strive to set expectations and optimize communication related to inspection for erosion prevention and sediment control at construction sites. Two regulatory structures guide the implementation of the Permit required programs for sediment and erosion prevention:

1. The General 1200-C (series) permit for sediment and erosion control issued by the state.
2. The District's sediment and erosion prevention (local) program developed to implement in part the Tualatin Basin rules at Oregon Administrative Rule (OAR) 340-41-0345(4).

The District currently acts as DEQ's agent to implement the 1200-C series permits. The DEQ is responsible for determining who may act as an agent. Either the District or the City, acting as an agent, agrees to implement the erosion prevention and sediment control program as required by DEQ. The agent is responsible for certain administrative actions such as processing and assigning permits, compliance inspections, and reporting. If the City petitions DEQ to become an agent for implementing the 1200-C within the City Boundary jurisdiction, the District will support the City.

The District established a local erosion and sediment control program to ensure the requirements for the District's Permit are achieved within the City Boundary. The City may establish requirements for its local program equivalent to the District's program through ordinance. The parties agree that any such ordinance will comply with the following standards:

1. The City agrees to:
 - a. Coordinate with the District's Regulatory Affairs Department to review any proposed ordinance to ensure compliance with the Permit and the requirements.
 - b. Conduct inspections consistent with the District wide erosion prevention and sediment control programs or similar local ordinances and ensure compliance with the requirements of the Permit conditions for erosion prevention and sediment control.
 - c. Provide direct implementation and project oversight as needed to comply with the District's erosion prevention and sediment control program and 1200-C series permit.
 - d. Undertake control actions as needed, including escalating enforcement to implement the erosion prevention and sediment control program and ensuring compliance with the Permit requirements.
2. The District agrees to:
 - a. Collaborate with the City on providing oversight inspections and communication to ensure the implementation complies with the local and state erosion prevention and sediment control programs related to the Permit. The District oversight will focus on outcomes needed to ensure compliance with the Permit.
 - b. Coordinate and provide reasonable time for City staff to participate in oversight inspections.

3. The City and District agree to:
 - a. Collaborate on the inspections and reporting required to be DEQ's agent for the 1200-C series permit.
 - b. Collaborate on oversight inspections and recommendations for follow-up.
 - c. Work collaboratively to develop appropriate responses to deficiencies observed during an inspection.

E. Capital Project Review and Prioritization Committee

To collaboratively develop and prioritize a Districtwide Capital Improvement Plan (CIP), the Board established a joint City-District CIP Committee by Resolution and Order 7-46, which was adopted on October 23, 2007. The CIP Committee is currently authorized in the Sanitary, Storm and Surface Water Management Performance and Reporting Standards (Resolution and Order 17-06) which is amended periodically. The District and the City agree to continued participation in the CIP Committee, now known as the CIPP committee, so long as the Committee remains chartered. The CIPP committee will generate and prioritize a list of qualifying sanitary conveyance projects, including inflow and infiltration (I&I) abatement projects and capacity-related sanitary pump station projects, with systemwide infrastructure planning in mind. The CIPP committee will create a list of recommended projects to be included in the regional CIP submittal to the Board as part of the District's annual budget process.

The District is responsible for flow monitoring for regional assets. The City is responsible for flow monitoring for local assets as needed. The District has infrastructure and equipment for measuring flow which are critical to the selection of priority projects by the collaborative CIPP committee. Therefore, the District may provide flow studies in collaboration with cities as part of the commitment to CIPP committee project selection and development process.

F. Inflow and Infiltration (I&I) and Capacity Improvement

The District's I&I control is important for maintaining capacity at the water resource recovery facilities, capacity in the regional infrastructure, and preventing SSOs. The City's I&I control is important for maintaining capacity in the local collection system and preventing SSOs. Therefore, both the City and the District have a mutual interest in implementing and funding I&I control. The District and the City may agree to collaborate and share costs on specific I&I abatement projects. Abatement projects are those identified by the District in the capital projects plan as cost-effective ways to reduce extraneous Stormwater and groundwater flows from entering the sanitary conveyance system.

The City will manage I&I abatement projects for City-owned assets. Abatement projects may include repair, replacement, or rehabilitation of private sanitary sewer laterals that

are determined to have inflow and/or infiltration, in addition to the public collection system. The cost-sharing of abatement projects between the parties will be identified in the project-specific Intergovernmental Agreements, or as identified in the CIPP committee process. The default cost share between the parties for abatement projects approved by the District for cost sharing is 50% for the District and 50% for the City. Alternatively, the cost share percentages may be proportional to the level of I&I control or lateral repairs as defined in the project Intergovernmental Agreement.

The District will manage and fund I&I abatement projects for regional District-owned lines.

G. Illicit Discharge Detection and Elimination (IDDE) Program

1. The City agrees to:

- a. Work collaboratively with the District to implement the IDDE program as required by the Permit within the City Boundary. This includes performing activities to detect Illicit Discharges through inspections and enforcement on all nonindustrial Stormwater properties within the City, making observations during routine maintenance of Stormwater facilities, and facilitating public reporting of spills and Illicit Discharges.
- b. Forward reports to the District of Illicit Discharge related to industrial Stormwater sites that are permitted under the 1200-Z NPDES permit.
- c. Respond to Illicit Discharges within a timeframe as required by the Permit or administrative rule.
- d. Provide information to the District regarding Illicit Discharge response investigations, including documentation and data needed for reporting by the District for compliance with the Permit.
- e. Notify the District as soon as becoming aware of any discharge that has reasonable potential to cause or contribute to an exceedance of the state's water quality standards, as required by the Permit.

2. The District agrees to:

- a. Investigate properties within the City Boundary suspected of having an illicit discharge to determine if they require a specific permit issued by the District for Stormwater or wastewater discharges.
- b. Take over response efforts for Illicit Discharges within the City Boundary if the City fails to respond in an efficient and timely manner.
- c. Provide annual Illicit Discharge response program training and provide a copy of all District Illicit Discharge investigations and reporting procedures to the City.
- d. Provide guidance for reporting and follow-up investigations and enforcement.

- e. The District and the City agree to collaborate on any potential follow-up, investigation, documentation, or reporting work that may be required to respond to or report the results of water quality investigation to DEQ.

H. Sanitary Sewer Overflow Prevention and Response

1. The City must:

- a. Implement Performance Standards to prevent conditions that could create SSOs.
- b. Respond to SSOs in a timely manner including reporting to DEQ within 24 hours of the City becoming aware of an event and providing information to the District using the District's Online Reporting Form as soon as practicable to facilitate a 5-Day report as required by the Permit (OAR 340-012-0055(2)(b) and (3)(a)).
- c. Report all SSOs that it becomes aware of to the District as soon as possible to allow the District enough time to report the overflow to DEQ within 24 hours as required by the Permit.
- d. Complete the District's online reporting form for SSOs and Illicit Discharges as directed by the District.
- e. Reimburse the District for any expense, costs, damages, claims, fines, or penalties incurred by the District that result from, or are related to, the City's failure to timely and adequately report or respond.
- f. Perform all SSO response documentation, data collection, and reporting as specified by the District.

2. The District must:

- a. Take over the response effort, as the Permit holder, if the City fails to respond in an efficient and timely manner.
- b. Report all SSOs that it becomes aware of to the City within 24 hours of learning of the overflow in areas of service responsibility within the City's jurisdiction and the City limits that are delegated to the District.
- c. Reimburse the City for any expense, costs, damages, claims, fines, or penalties incurred by the City that result from, or are related to, the District's failure to timely and adequately report or respond.
- d. Provide annual SSO response program training and a copy of all District SSO responses and reporting procedures to the City.

I. District Sewer Use Information Form

Before issuing any nonresidential Certification of Occupancy, the City will require the applicant to complete and submit to the District a District-provided Sewer Use Information Form, or an agreed-upon alternative form. The District will determine if a

Nondomestic Waste Discharge Permit is required. Based on the completed form, the District will identify next steps and respond to the applicant and, if requested, the City.

J. City Service Provider Letter

The City will require applicants proposing development to obtain a District Service Provider Letter prior to having a complete land use application or obtaining permits not requiring land use. In place of the District's Service Provider Letter process, the City may implement a City Service Provider Letter prescreening process to determine if Water Quality Sensitive Areas exist on or near the project site. If the City determines through the City Service Provider Letter prescreening process that no Water Quality Sensitive Areas exist on or near the site, then the City can issue to the applicant a City Service Provider Letter result of "No Sensitive Area" allowing the applicant to proceed through the land use process or obtain permits not requiring land use. If potential Sensitive Areas are identified, the City will require the applicant to obtain a Service Provider Letter from the District.

K. Sanitary and Stormwater Connection Permit Authorization

As of the date of this Agreement, the District is responsible for the sanitary and Stormwater Connection permit authorization process for Development projects within the City. If the City wishes to assume greater responsibility in this process, the District and City agree to follow the procedure outlined in this section:

The City will ensure that Development projects comply with the requirements of the District-approved Standards before it issues any associated approvals or permits for sanitary sewer and Stormwater connections. If the City assumes greater responsibility in the permit authorization process, the City and District agree to follow the below steps to ensure compliance:

1. The City must comply with the District's Standards or a District-approved City alternative.
2. The City must evaluate capacity and verify with the District that capacity exists within the regional system.
3. The City must review Development plans and notify the District when plans are approved. The City will forward plans to the District.
4. The City must provide updated asset information for public sanitary and Stormwater infrastructure in a format consistent with the GIS mapping.
5. The District and City must work together to schedule and implement audits as needed (initially quarterly and then annually with mutual concurrence) of a subset of the approved Development plans and identify any quality control and assurance issues. The audit may identify recommended and required actions. The City will undertake the appropriate response to the issues identified in the audit.

L. Wastewater System Operator Personnel

Wastewater collection systems must be supervised by a certified wastewater collection system operator at a grade equal to or greater than the wastewater system classification as defined in Oregon Law and Administrative Rule (OAR 340-49-0020) (Classification of Wastewater Systems), which is currently a Level III for the City and Level IV for the District. The City agrees to provide a Level III or higher certified wastewater collection system operator for City owned and operated collection system. The District agrees to provide a Level IV certified wastewater collection system operator for District owned and operated collection system.

VII. INDUSTRIAL PROGRAM AND FOG PROGRAM AGREEMENTS

A. 1200-Z NPDES Industrial Stormwater Permit Program

The District currently acts as DEQ's agent to implement the 1200-Z NPDES Industrial Stormwater Permit (1200- Z). The District and City recognize that where an industrial site within the City Boundary has both a 1200-Z permit and a private water quality facility asset, there is overlap of responsibility between the District implementing the 1200-Z permit and the City implementing the private water quality facility program.

1. The District and City agree to:
 - a. Exchange program information and coordinate compliance messages for industrial sites with both 1200-Z and private water quality facility program involvement.
 - b. Maintain a list of common industrial sites that includes the associated District and City contacts and exchange this list annually.
 - c. Clearly communicate that the City inspection does not imply results for the 1200-Z permit and the District inspection does not imply results for the private water quality facility inspections.
 - d. Work collaboratively when appropriate to facilitate compliance for both programs.

B. Industrial Pretreatment Program

The District implements the federally mandated Industrial Pretreatment program as required by the Permit with the exception of the Fats, Oils, and Grease abatement program, which is administered locally.

1. The City agrees to:
 - a. Provide the District information on all potential nondomestic and Industrial Users requesting new discharges to the City Sanitary Sewer System or Stormwater and Surface Water System on the District-approved Industrial User questionnaire.
 - b. Request, as needed, support from the District in reaching out to the facilities regulated by the nondomestic waste discharge permit when scheduling access to the Sanitary Sewer System near a permitted nondomestic source.
 - c. Request assistance or forward any complaint to the District related to any permitted industrial nondomestic dischargers.
2. The District agrees to:
 - a. Maintain an up-to-date GIS layer identifying the location of permitted industrial discharges to the Sanitary Sewer System. The information will be available by request to the City along with the associated nondomestic discharge permit.

C. Fats, Oils, and Grease Abatement Program

1. The City and District agree:
 - a. That the District will manage the Fats, Oils, and Grease (FOG) abatement program for local conveyance lines managed or owned by the City.
 - b. To collaborate in developing reporting metrics and processes to meet the District's compliance reporting requirements including, but not limited to, inspections of food service establishments, GIS layers showing increased line maintenance due to FOG, and SSO and compliance follow-up resulting from FOG accumulation.
2. The City agrees to:
 - a. Identify and implement those actions needed to prevent recurrence of any SSOs caused by FOG and report on those actions to the District as part of the compliance reporting process to DEQ.
3. The District agrees to:
 - a. Implement a FOG abatement program consistent with Section 5c of the District's Ordinance 42, as it exists on the date of this Agreement, commonly referred to as the Nondomestic Waste Ordinance. Subsequent changes to the Ordinance will require agreement of implementation by the City.
 - b. Have primary responsibility to work with all food service establishments within the City Boundary to address all FOG-related technical assistance, maintenance recommendations and requirements, investigations, and enforcement when necessary for both the Local and Regional Programs.

- c. Take regulatory actions to mitigate impacts to regional infrastructure caused by sources of FOG produced at sites from within the City Boundary.
- d. Implement and maintain the FOG abatement program for regionally-owned conveyance assets within and outside the City.
- b. Inform the City of any regulatory problems associated with food service establishments within the City Boundary that produce FOG.
- e. Request City support on enforcement actions as needed.

D. Nonstandard Uses of the Sanitary Sewer System

- 1. Other than issuing connection permits, the City will obtain District review and approval prior to entering into any agreement for discharges, including temporary discharges, to the Sanitary Sewer System. District approval ensures compliance with the federally mandated Industrial Pretreatment Program that protects treatment operations.
- 2. The District will provide City processes to review allowed nonstandard discharges, temporary discharges to the Sanitary Sewer System, and nondomestic connections to the Sanitary Sewer System consistent with the Nondomestic Waste Ordinance and the federal Industrial Pretreatment Program, as required by the Permit.

VIII. DISPUTE RESOLUTION

The City and the District will make every effort to resolve disputes by creating common understanding among staff and managers of program elements. City and District staff are responsible for communicating and resolving differences onsite or by exchanging information as soon as practicable. Should resolution not be reached by professional staff, the dispute will be resolved using the following steps:

A. Step 1:

- 1. City and District staff will collaborate by documenting and summarizing the issue, the different understandings, and any recommendations for resolution or follow-up actions.

B. Step 2:

- 1. Once documented, City and District professional staff will forward the document to their respective appropriate level of management for making policy interpretations who will evaluate the document and seek to provide guidance and instruction for resolution. At a minimum, the efforts will include meeting with the appropriate level of management or specific resources within or external to the City and District.

3. Should a resolution not be reached by staff and managers, the executive management will document the disagreement and offer a potential solution for the City Manager/Administrator and District General Manager (GM).

B. Step 3:

1. The City Manager/Administrator and District GM will seek to provide a clear understanding of potential responses to resolve the dispute.
2. The City Manager/Administrator and District GM will seek a resolution by collaborative means, which could include common directives, mutual agreements, programmatic support, and if needed mediation and binding arbitration where appropriate.

C. Step 4:

1. As needed, the City Manager/Administrator and District GM will elevate disputes to the City Council and Board for resolution or policy development.

IX. ADMINISTRATIVE AND OPERATING PROVISIONS

A. Extensions of Service

1. *Coordination.* The District and the City agree that District and City staff will coordinate extensions of service by the District or the City in unincorporated portions of Washington County located within the Urban Planning Area identified in Exhibit A of the Urban Planning Area Agreement (UPAA). The District will not extend local sanitary sewer or stormwater service or establish local improvement districts or reimbursement districts to areas within the UPAA without prior approval of the City.
2. *Preferred Provider.* The City will be the preferred local Sanitary Sewer System and Stormwater and Surface Water System provider for new Connections. Provided a reasonable engineering approach can result in a Connection to facilities within the City's control, the District will require new Connections to the local Sanitary Sewer System or to the local Stormwater and Surface Water System at locations that are:
 - a. Within the City;
 - b. Result in connections to local City-owned lines; or
 - c. Within the City and result in connections to local City-owned lines.

Any sanitary or storm sewer that is within the City limits, regardless of size, will be considered within the City's control for authorizing new Connections. For Connection to a sewer that crosses jurisdictional boundaries, the sewer will be considered a local City-owned line if the downstream Maintenance Hole is located within City limits.

3. The provisions of this Section IX(A) are not withstanding Section V(J) allowing for a mutually agreeable cost share for replacing and repairing assets that cross jurisdictional boundaries, and Section VI(A) allowing for the mutual agreement of maintenance and ownership of assets that cross jurisdictional boundaries.

B. Indemnification

This Agreement is for the benefit of the parties only. Each party agrees to indemnify and hold harmless the other party and its officers, employees, and agents, from and against all claims, demands, and causes of actions and suits of any kind or nature for personal injury, death, or damage to property on account of or arising out of the operation of this Agreement, including the performance or nonperformance of duties under this Agreement, or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees, and agents. In addition, each party will be solely responsible for any contract claims, delay damages, or similar items arising from or caused by the action or inaction of the party under this Agreement.

If any third party makes any claim and brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (Third Party Claims) against the District or the City with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third-Party Claim and to defend a Third-Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense, and settlement of the Third-Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third-Party Claim.

With respect to a Third-Party Claim for which the District is jointly liable with the City (or would be if joined in the Third-Party Claim), the District should contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by the City in such proportion as is appropriate to reflect the relative fault of the District on the one hand and of the City on the other hand in connection with the events that resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the District on the one hand and of the City on the other hand will be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. The District's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the District had sole liability in the proceeding.

With respect to a Third-Party Claim for which the City is jointly liable with the District (or would be if joined in the Third-Party Claim), the City should contribute to the amount of expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred and paid or payable by the District in such proportion as is appropriate to reflect the relative fault of the City on the one hand and of the District on the other hand in connection with the events which resulted in such expenses, judgments, fines, or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the City on the one hand and of the District on the other hand will be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines, or settlement amounts. The City contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if the City had sole liability in the proceeding.

In the event of a compliance action arising from a state or federal regulatory agency, such as DEQ or EPA, such actions are not subject to the paragraphs above. In such circumstances, subsection IV(F)(1)(e) applies.

X. TERMS OF AGREEMENT

A. Term of Agreement

The initial term of this Agreement is for five years, or as otherwise agreed. Renewal terms will be for three (3) years as specified in Section X(C). The term and effective date of the Agreement will be from the date of full execution by both Parties and remain in effect in its entirety until terminated or amended.

B. Amendment of Agreement

In the event a party requests to amend this Agreement during the term of the Agreement, both parties agree to continue performing all programs and responsibilities as specified in this Agreement until an amendment or new agreement is established and signed by both parties. Amendment of this agreement can be proposed at any time during the initial term or three (3) year renewal term.

C. Continuity of Governance

After the initial term or any three (3) year renewal term of the Agreement has ended, there will be a 180-day extension period in which both parties will agree whether to renew or amend this Agreement.

During the 180-day extension period or during amendment negotiations, both parties agree to continue performing all programs and responsibilities as specified in this

Agreement until the renewal or amendment is established and signed by both parties. When the Agreement is renewed or amended, the term date will be set to five years, or as otherwise agreed, from the effective date of the renewal or amendment.

If the 180-day period ends with no decision to either renew or amend, the Agreement can be temporarily extended for one or more additional 60-day increments, or for a time frame mutually agreed upon between the City Manager/Administrator and District GM.

If the additional extension is not agreed to by both parties, the parties will agree to enter into the dispute resolution process as soon as is reasonably possible. During the process identified in dispute resolution, both parties agree to continue performing all programs and responsibilities as specified in this Agreement until an amendment or new agreement is established and signed by both parties.

XI. TERMINATION OF AGREEMENT

This Agreement may be terminated for any reason with a signed notification letter by either party during the initial term or any renewal term. Termination will be effective 180 days after the date of such notification, or a later date as specified in the written notification. The District and City agree that continued implementation of the Intergovernmental Agreement is appropriate to ensure protection of public health, the environment and effective compliance as required by applicable laws and ordinances. If resolution is not resolved within 180 days of notification the parties will seek binding arbitration.

XII. GENERAL PROVISIONS

- A. Severability. In the event a court of competent jurisdiction will deem any portion or part of this Agreement to be unlawful or invalid, only that portion or part of the Agreement will be considered unenforceable. The remainder of this Agreement will continue to be valid.
- B. Home Rule Authority. Nothing in this Agreement will be construed as a limitation upon or delegation of the statutory and home rule powers of the City, or as a delegation or limitation of the statutory powers of the District. This Agreement will not be construed as a limitation on the District's authority to implement the Permit. This Agreement will not limit any right or remedy available to the City or the District, against third parties arising from illegal acts of such third parties.
- C. Laws of Oregon. The parties agree to abide by all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be governed by the laws of the State of Oregon. All provisions required by Oregon Revised Statutes (ORS) Chapter 279A and 279C to be included in public contracts are

incorporated by reference and made a part of this Agreement as if fully set forth in this Agreement.

- D. Documents are Public Records. All records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models which are prepared or developed in connection with this Agreement shall become public records pursuant to Oregon Law.
- E. Modification of Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind a party unless in writing and signed by all parties. Such waiver, consent, modification or change, if made, shall be effective only in specific instances and for the specific purpose given. The City and District agree that the City Manager/Administrator and District GM have the authority to modify the Agreement and update exhibits and appendices to this Agreement as necessary to clarify and implement this Agreement.
- F. Integration. This Agreement includes the entire agreement of the parties and supersedes any prior discussions or agreements regarding the same subject. There are no understandings, agreements, or representations, oral or written, regarding this Agreement except those in this Agreement.
- G. Headings. The headings of this Agreement are for convenience and reference purposes only and in no way define, limit or affect the scope, substance, meaning or interpretation of this Agreement.

CLEAN WATER SERVICES

CITY OF FOREST GROVE, OREGON

By: _____

By: _____

General Manager or Designee

City Manager, Forest Grove

Date: _____

Date: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

Clean Water Services Counsel

City of Forest Grove Counsel

APPENDIX A:
CLEAN WATER SERVICES – CITY OF FOREST GROVE DIVISION OF RESPONSIBILITIES | 2026

APPENDIX A:**CLEAN WATER SERVICES – CITY OF FOREST GROVE DIVISION OF RESPONSIBILITIES | 2026**

Sanitary Sewer System Asset Ownership	Within City of Forest Grove Limits
Treatment Facilities	Asset Owner
Wastewater Resource Recovery Facility	District
Conveyance	
Pump stations	District
Force mains	District
Reuse mains	District
Gravity pipes: Greater than or equal to 24 inches in diameter (trunklines)	District
Gravity pipes: Less than 24 inches in diameter	City
Siphons, connected to: Greater than or equal to 24-inch pipe	District
Siphons, connected to: Less than 24-inch pipe	City
Laterals (private)	Property Owner
Mainline: Greater than or equal to 24-inch pipe to lateral connection	District
Mainline: Less than 24-inch pipe to lateral connection	City
Flow monitors	District ¹
Flow monitors	City
Structures	
Maintenance Holes: Greater than or equal to 24-inch diameter line	District
Maintenance Holes: Less than 24-inch diameter line	City
Cleanouts	City
Vaults: Greater than or equal to 24-inch diameter line	District
Vaults: Less than 24-inch diameter line	City
Miscellaneous	
Easements associated with lines less than 24 inches in diameter	City
Easements associated with lines greater than or equal to 24 inches in diameter	District
Access Roads	City and District ²
1 District provides flow monitoring as needed for Capital Improvement Plan (CIP) and inflow and infiltration (I&I) studies. District will inform City prior to installing flow monitoring equipment in City-owned infrastructure. 2 Ownership of access roads is assigned based on ownership of the associated asset and the requirement for access to that asset.	

APPENDIX A:**CLEAN WATER SERVICES – CITY OF FOREST GROVE DIVISION OF RESPONSIBILITIES | 2026**

Stormwater and Surface Water System Assets	Within City of Forest Grove Limits
Conveyance	Asset Owner
Pipes (public mainlines) – any size	City
Detention lines	City
Laterals – private	Property Owner
Mainlines to lateral connections	City
Roadside Ditches and swales in Washington County (County) Right-of-way	County
Roadside Ditches and swales in City Right-of-Way	City
Roadside Piping for a private driveway, all locations	Private
Roadside Piping in City Right-of-Way	City
Culverts: Less than 36-inch diameter in County Right-of-Way	County
Culverts: 36-inch and greater diameter in County Right-of-Way	County
Culverts: 36-inch and greater in City Right-of-Way	City
Culverts: Less than 36-inch in City Right-of-Way, except private	City
Structures	
Maintenance Holes	City
Catch basins and inlets	City
Filter vaults	City
Water quality Maintenance Holes	City
Cleanouts	City
Stormwater Management (SWM) Facilities	
Vegetative water quality facilities	City
Low impact development approaches	City
Miscellaneous	
Easements	City

APPENDIX A:
CLEAN WATER SERVICES – CITY OF FOREST GROVE DIVISION OF RESPONSIBILITIES | 2026

Sanitary Sewer Maintenance Programs within City of Forest Grove		Local Program	Regional Program	Notes
Sanitary Sewer Lines Less Than 24 inches	1. Ownership of gravity sanitary sewer lines, including Maintenance Holes and lids	--	--	For public sanitary mainlines that cross jurisdictional boundaries: Generally, the jurisdiction where the downstream maintenance hole is located maintains the upstream mainline up to, but not including, the upstream maintenance hole.
	2. Line cleaning	City	--	Boundary conditions (see ownership criteria in item 1).
	3. Root cutting and chemical control	City (root cutting only)	District (chemical control)	
	4. Closed-Circuit Television (CCTV) inspection	City	--	
	5. Vector control	City	--	
	6. Ownership of easement and access road maintenance	City	--	
	7. Siphon maintenance where line leading to siphon is less than 24 inches	City	--	
	8. Utility locates	City	District	City for all City-owned sanitary assets. District for all District-owned sanitary assets.
	9. Minor repairs including point repairs and individual laterals of City-owned conveyance	City	--	Laterals are private up to the main.
	10. Rehabilitation of City-owned conveyance	City	--	
	11. Maintenance hole rehabilitation of City-owned conveyance	City	--	
	12. Force mains	--	District	

APPENDIX A:**CLEAN WATER SERVICES – CITY OF FOREST GROVE DIVISION OF RESPONSIBILITIES | 2026**

Sanitary Sewer Maintenance Programs Within City of Forest Grove		Local Program	Regional Program	Notes
Sanitary Sewer Lines Greater Than or Equal to 24 inches	13. Ownership of gravity sanitary sewer lines including Maintenance Holes and lids	--	District	
	14. Water resource recovery facilities	--	District	
	15. Pump stations	--	District	
	16. Siphon maintenance where the line leading to the siphon is equal to or greater than 24 inches in diameter	--	District	
	17. Compilation of CCTV data and reports and systemwide evaluation	--	District	
	18. Rehabilitation of conveyance	--	District	
	19. Maintenance hole rehabilitation (sealing)	--	District	
	20. Force mains	--	District	

APPENDIX A:**CLEAN WATER SERVICES – CITY OF FOREST GROVE DIVISION OF RESPONSIBILITIES | 2026**

Sanitary Sewer Capital Improvement Projects (CIP)	Local Program	Regional Program	Notes
21. Projects to abate infiltration and inflow: Includes repairs, replacements, reconstruction, and rehabilitation	City	--	Cost-sharing will follow regional project funding guidelines by the CIPP committee as described in this IGA.
22. Lines less than 24 inches inclusive of Maintenance Holes and lids: Major repairs, replacements, reconstruction, rehabilitation, CIP construction, and improvements	City	District	District will participate in cost-sharing for lines over 24 inches. As of July 1, 2027, the District will participate in cost-sharing for lines 12 inches and greater; ownership, operations, and maintenance responsibilities will not change. See regional project funding guidelines.
23. Lines equal to or greater than 24 inches and all force mains: Repairs, replacements, reconstruction, rehabilitation, CIP construction, and improvements	District	District	

APPENDIX A:**CLEAN WATER SERVICES – CITY OF FOREST GROVE DIVISION OF RESPONSIBILITIES | 2026**

Stormwater Maintenance Program Within City of Forest Grove	Local Program	Regional Program	Notes
24. Line cleaning	City	--	
25. Maintenance hole maintenance, adjustment, repair and grouting	City	--	
26. Root cutting	City	--	
27. CCTV inspection	City	--	
28. Catch basin cleaning	City	--	
29. Water quality maintenance hole cleaning	City	--	
30. Local, public surface retention/detention and water quality facility maintenance	City	--	
31. Proprietary filter and storage structures (vaults, Maintenance Holes, catch basins, and other etc.) maintenance	City	--	
32. Roadside Ditches and Piping systems in City Roads	City	--	Excluding Ditches and piping in County Roads and ODOT jurisdictional conveyance and treatment.
33. Roadside Ditches on County Roads	--	District	Under contract with the County.
34. Street sweeping	City	--	With the exception of County or ODOT maintained roads and any agreed-upon trades between the City and District.
35. Debris management disposal (inclusive of sweeper, catch basin, and other storm system structures, excluding leaves)	City	--	Collection and delivery for disposal of material collected within the City at District-provided debris management site.
36. Materials management disposal yard	--	District	The City and all vendors under contract to perform work on behalf of the City will have regular access and pay no fees to dispose of allowed materials.
37. Leaf management program including leaf hauling, processing, and disposal program	City	--	

APPENDIX A:**CLEAN WATER SERVICES – CITY OF FOREST GROVE DIVISION OF RESPONSIBILITIES | 2026**

Stormwater Maintenance Program Within City of Forest Grove	Local Program	Regional Program	Notes
38. Culvert ² maintenance under 36 inches in City roadway systems	City	--	
39. Culvert ² maintenance 36 inches and larger and bridge maintenance on City Roads	City	--	Currently addressed through separate IGA with County.
40. Culvert ² maintenance smaller than 36 inches on County Roads	County	--	
41. Control per the Integrated Pest Management Plan that impacts the public Stormwater and Surface Water system	City	--	
42. Utility locates	City	--	
43. Repairs, replacements, reconstruction, rehabilitation, CIP construction, and improvements	City	District	
44. Flooding and emergency response	City	--	
45. Compilation of CCTV data reports and systemwide evaluation	--	District	
2. This Agreement is only for the ownership, maintenance, and operation of Culverts used within the Municipal Separate Storm Sewer System (MS4). Culverts associated with City Roads that cross stream corridors will be inspected and maintained as needed, but are otherwise not part of the inventory identified by this Agreement.			

APPENDIX A:**CLEAN WATER SERVICES – CITY OF FOREST GROVE DIVISION OF RESPONSIBILITIES | 2026**

Engineering, Inspection, Support Elements Within City of Forest Grove	Local Program	Regional Program	Notes
1. Service Provider Letter prescreening	--	District	
2. Issue District Service Provider Letter for projects within 200 feet or inside Sensitive Areas	--	District	
3. Development Review: Land use review, permitting, and construction plan review	City	--	
4. Stormwater Connection Permit Authorization issuance (SWCPA)	--	District	
5. Sanitary sewer Connection permit issuance	--	District	
6. Regional sanitary sewer Connection permit issuance	--	District	Needed when a development connects to a 24-inch or greater sanitary sewer line.
7. Local Erosion Control Permit issuance (less than 1 acre)	City	--	
8. Erosion Control 1200-C, 1200-CA, 1200-CN permit issuance	--	District	
9. Spill response, investigation, and reporting	City	--	City will communicate with District and applicable state and federal agencies as required by the Permit. District will provide support as needed.
10. Illicit Discharge Detection and Elimination (IDDE) response, investigation, and reporting	City	--	City will communicate with District and applicable state and federal agencies as required by the Permit. District will provide support as needed.
11. Local sanitary sewer master plans	City	--	Excludes flow modeling but includes assessment of city-owned assets.
12. Regional sanitary sewer master plans	--	District	Includes all flow modeling.
13. Local Stormwater and surface water master plans	City	--	
14. Surface water master plans	--	District	Supporting an understanding of the ecological and stream health needs for a basin.
15. Local Stormwater master plan for unincorporated areas	District	--	

APPENDIX A:**CLEAN WATER SERVICES – CITY OF FOREST GROVE DIVISION OF RESPONSIBILITIES | 2026**

Engineering, Inspection, Support Elements Within City of Forest Grove	Local Program	Regional Program	Notes
16. Flow monitoring	--	District	District will inform City prior to installing flow monitoring equipment in City-owned infrastructure. District will do monitoring for CIP and I&I planning and modeling for the Regional Program.
17. Flow monitoring	City	--	City will monitor flows on their local system to support their I&I, modeling, and CIP planning.
18. Erosion prevention and sediment control program inspections	City	--	
19. Public and private Stormwater management facility program inspections	City	--	Includes facilities in construction, warranty, and post-construction program inspections per the Operations and Maintenance Performance Standards.
20. Manage and inspect the DEQ Industrial Stormwater 1200-Z Permit and SWPCP on properties within the City	--	District	SWPCP: Stormwater Pollution Control Plan.
21. Dry weather outfall inspections for Illicit Discharges	--	District	
22. Fats, Oils, and Grease (FOG) reduction program	--	District	
23. Cross-connection investigations and response	City	District	
24. Maintaining local Geographic Information System (GIS) information	City	District	Inclusive of inventory, locations, and engineering records.
25. Industrial pretreatment and waste programs (inspection and management)	--	District	District will inform City on location of industrial sources and lines that carry industrial sources that may impact the City.

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager

MEETING DATE: August 24, 2026

SUBJECT TITLE: Resolution Authorizing the City Manager to submit the City Council's Legislative Priorities to the League of Oregon Cities

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

2040 VISION PLAN

Monitoring and advocating for state legislation impacts a wide array of goals, outcomes, and action items contained in the 2040 Vision Plan.

BACKGROUND

Each even numbered year, LOC appoints members to serve on seven policy committees which are the foundation of the League's policy development process. These committees are composed of city officials who analyze issues and recommend positions and strategies for the upcoming two-year 2027-28 legislative cycle. This year, the seven committees identified 27 legislative policy priorities contained in the attached 2026 LOC Member Voter Guide.

Each city is asked to submit the top five (5) issues they would like LOC to focus on during the legislative cycle. Once all the cities' votes are tallied, the LOC Board of Directors will review and approve a final set of legislative priorities at its October meeting. The City Council met in work session on July 13 and arrived at a consensus to submit the following overall top 5 priorities, not necessarily in priority order:

- Public Meetings Law Clarity
- Infrastructure Funding
- Land Availability and Land Use Streamlining
- 2027 Transportation Package
- Full Funding and Streamlining for Housing Production

ATTACHMENTS

- Resolution 2026-34 Authorizing the City Manager to submit the City Council's Legislative Priorities to the League of Oregon Cities

RESOLUTION NO. 2026-38

**RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT CITY COUNCIL
LEGISLATIVE PRIORITIES TO THE LEAGUE OF OREGON CITIES**

WHEREAS, the League of Oregon Cities (LOC) establishes policy committees in the year prior to regular session of the Oregon legislature to develop a range of legislative objectives for consideration by the LOC member cities; and

WHEREAS, Forest Grove is a member of the LOC and has may submit a ballot vote for its top five legislative priorities from the list developed by the LOC; and

WHEREAS, the Council held a work session on July 13, 2026 to discuss and select their top five priorities reached consensus to submit the top five legislative priorities listed below in Section 1.

**NOW, THEREFORE, THE CITY OF FOREST GROVE RESOLVES AS
FOLLOWS:**

Section 1. To authorize and direct the City Manager to submit the following five legislative priorities on the City's ballot to the League of Oregon Cities:

- Public Meetings Law Clarity
- Infrastructure Funding
- Land Availability and Land Use Streamlining
- 2027 Transportation Package
- Full Funding and Streamlining for Housing Production

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

PRESENTED AND PASSED this 24th day of August, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 24th day of August, 2026.

Malynda H. Wenzl, Mayor

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Jesse VanderZanden, City Manager
Emily Guimont, City Attorney

MEETING DATE: August 24, 2026

SUBJECT TITLE: Resolution Adopting Collective Bargaining Agreement between the City of Forest Grove and the American Federation of State, County and Municipal Employees (AFSCME), effective July 1, 2026, through June 30, 2029

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

BACKGROUND

The current labor agreement between the City of Forest Grove and the American Federation of State, County and Municipal Employees (AFSCME) expired June 30, 2026. The parties have reached tentative agreement on a collective bargaining agreement, which is attached as Exhibit A. It has been ratified by AFSCME members and requires Council approval prior to becoming effective. The substantive collective bargaining agreement modifications are as follows:

- Three-year agreement
- Wage increases were bargained for all classifications covered by the agreement on July 1 of each year of the contract as follows:
 - July 1, 2026 - 2.0% market adjustment plus a 4.0% wage increase for all bargaining unit classifications
 - July 1, 2027 – 3.75% wage increase for all bargaining unit classifications
 - July 1, 2028 – 3.25% wage increase for all bargaining unit classifications
- Increases were made to the service recognition/longevity program for years 1-5
- A reimbursement program was created allowing the City to recoup a percentage of the cost of the CDL program if the employee leaves the City's employment within two years of obtaining a CDL at the City's expense
- The City and Union agreed to form a task force to review health insurance options for upcoming years of the contract

FISCAL IMPACT

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

STAFF RECOMMENDATION

Staff recommends the City Council adopt the attached resolution authorizing the City Manager to execute the collective bargaining agreement outlined in Exhibit A made between the parties for the term July 1, 2026, through June 30, 2029.

ATTACHMENTS

- Resolution 2026-39
- Exhibit A: Collective Bargaining Agreement between the City of Forest Grove and the American Federation of State, County and Municipal Employees

RESOLUTION NO. 2026-39

**RESOLUTION AUTHORIZING EXECUTION OF A LABOR AGREEMENT BETWEEN
THE CITY OF FOREST GROVE AND THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES (AFSCME), LOCAL 3786, COUNCIL 75,
EFFECTIVE JULY 1, 2026 AND EXPIRING JUNE 30, 2029**

WHEREAS, representatives of the City of Forest Grove and the American Federation Of State, County and Municipal Employees (AFSCME), Local 3786, Council 75, have met in good faith and negotiated a labor agreement between both parties effective July 1, 2026, through June 30, 2029; 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. The City Manager is authorized to execute the attached labor agreement (Exhibit A) between the City of Forest Grove and AFSCME.

Section 2. The compensation plan contained in this agreement is approved, effective July 1, 2026, and expiring June 30, 2029.

Section 3. The fringe benefits contained in this agreement are approved, effective July 1, 2026, and expiring June 30, 2029.

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

PRESENTED AND PASSED this 24th day of August, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 24th day of August, 2026.

Malynda H. Wenzl, Mayor

AGREEMENT
BETWEEN THE
CITY OF FOREST GROVE
and
CITY OF FOREST GROVE EMPLOYEES LOCAL 3786
Affiliated With
OREGON AFSCME COUNCIL 75
of the
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO
July 1, 2026 - June 30, 2029

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PREAMBLE

This Agreement is entered into by the City of Forest Grove, hereinafter referred to as the “City” and the City of Forest Grove Employees Local 3786, affiliated with Council 75, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”.

The purpose of this Agreement is to set forth those matters pertaining to wages, hours of work, fringe benefits and other conditions of employment and the establishment of an equitable and peaceful procedure for the resolution of disputes.

ARTICLE 1 – RECOGNITION

- 1.1 The City recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of establishing wages, hours of work, benefits and conditions of employment for all employees of the City of Forest Grove excluding supervisory and confidential employees, employees presently represented in any other bargaining unit, Fire Division Chiefs, Project Engineers, Accountant, temporary employees, and employees who are normally scheduled to work less than twenty (20) hours per week.

The classifications listed in Addendum “A” are covered by the bargaining unit and are for descriptive purposes only. Their inclusion is neither an indication nor a guarantee that these classifications or titles shall continue to be utilized by the City.

- 1.2 Definitions:

- a. SUPERVISORY EMPLOYEE. As defined in Oregon Revised Statutes 243.650, Paragraph (23).
- b. CONFIDENTIAL EMPLOYEE. As defined in Oregon Revised Statutes 243.650, Paragraph (6).
- c. TEMPORARY EMPLOYEE. An employee hired to meet a short-term or seasonal need. A temporary employee shall remain in this category for no more than one thousand forty (1040) hours in a twelve (12) month period. Time served in a temporary employee status shall count toward fulfilling the probationary period requirement if it is within the same classification.

- 1.3 Classification changes:

The City shall notify the Union of its decision to change any of the classifications as covered by this agreement. If the successor classifications are not significantly changed or duties significantly increased from the existing classification, the

classification shall be automatically recognized as part of this Agreement.

- 1.4 When a new classification is created by the City, the City shall forward such new classification and wage scale to the Union. The City shall advise the Union as to whether or not it regards the new or revised classification to be included in the bargaining unit. If the City and the Union cannot agree as to whether such new or revised classification should be included in the bargaining unit, the dispute shall be submitted to the Employment Relations Board for unit clarification. If both parties agree the classification appropriately belongs in the Union, the Union shall have fourteen (14) days to request to bargain on the wage scale; but in any event, the City shall not be barred from implementing the classification during the term of negotiations.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes and agrees that responsibility for management of the City and direction of its work force is vested solely in the City and responsible Department Heads. The Union recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management, including, but not limited to, directing the activities of departments, determining standards and levels of service and methods of operation, including subcontracting subject to Article 32 and the introduction of new equipment; the right to hire, layoff, transfer and promote, including determining procedures and standards thereof, to discipline and discharge employees for just cause or while on new hire probation; to determine work schedules including overtime and to assign work; and to exercise any other right not specifically abridged by this Agreement. Nothing in this clause shall have the effect of nullifying agreements entered into under other sections of this Agreement, provided that management rights and prerogatives, except where abridged by a specific provision of this Agreement, are not subject to the grievance procedure specified in Article 24. 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 Union or any other employee organization. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union because of their exercise of these rights.
- 3.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, sex, race, color, creed, national origin, age, sexual preference, Union affiliation or political affiliation.

Discrimination on the basis of relationship of mental or physical handicap are prohibited except in the instance of valid occupational qualification as allowed under the provisions of the Americans with Disabilities Act. The Union shall work with the City in applying the provisions of this Article.

ARTICLE 4 - PEACEFUL PERFORMANCE OF CITY SERVICE

- 4.1 It is recognized that continuous and uninterrupted service by the City and its employees to the citizens, and orderly collective bargaining relations between the City and its employees being essential considerations of this Agreement, the Union agrees on behalf of itself and its members, individually and collectively, that there shall not be any strikes, picketing, boycotting, work stoppages, sit down or slowdown strikes, or a concerted refusal to render services or to work including overtime or any other curtailment or restriction of work at any time during the term of this Agreement.
- 4.2 In the event of a violation of this Article by the Union and/or the employees, the City may, in addition to other remedies, discipline such employees up to and including discharge.
- 4.3 There shall be no lockout of employees in the bargaining unit by the City as a consequence of any dispute arising during the period of this Agreement.

ARTICLE 5 - UNION SECURITY AND CHECK-OFF

- 5.1 **Dues Amount Deducted Each Payroll Period**
Membership or non-membership in the Union shall be the individual choice of the employees covered by this Agreement. The Union shall be the holder of all records regarding employee membership status in the Union and any disputes about employee membership status shall be resolved by the Union. The City will deduct from a Union member's pay and remit monthly to the Union the normal and usual dues, fees, and assessments uniformly required of its members, in accordance with the terms of the written payroll deduction authorization provided by the Union to the City under Section 5.2, below. The Union will notify the City in writing of the monthly amount of Union dues, fees, and assessments. Employees who are not members of the Union may voluntarily agree to pay representation fees to the Union as specified in a written payroll deduction authorization between the Union and the employee.
- 5.2 **Authorization and Certification of Dues**
Any Employee who is a member of the Union or who has applied for membership, shall sign and deliver to the Union, who shall forward to the City, a written payroll deduction authorization authorizing and consenting to the deduction of dues, fees, costs, charges, and assessments for membership in the Union. The Union shall also forward to the City the written payroll deduction

authorization of any Employee who is not a member of the Union but who has voluntarily agreed to pay representation fees to the Union. The City will adhere to all provisions in the written authorizations discussed above. The City shall refer bargaining unit employees to the Union for answers to questions about payroll deduction authorization. The amount to be deducted shall be certified to the City by the Union. The City shall not be held liable for check off errors, but shall make proper adjustments with the employee and the Union for errors as soon as practicable and upon notification from the Union. The Union agrees to indemnify, defend and hold harmless the City from any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of Articles 5.1 and 5.2. This includes all costs associated with the claim, including attorney fees, court costs, and similar. In the event any determination is made by the highest court having jurisdiction that this Article is invalid, the Union shall be solely responsible for any reimbursement to affected employees.

5.3 Other Deductions

Employees may authorize additional payroll deductions and the City shall administer the deduction in accordance with applicable law by completing an authorization provided by the Union, and the Union and/or employee shall provide the authorization to the City for processing. Payroll deduction authorizations include AFSCME PEOPLE (Public Employees Organized to Promote Legislative Equality) or AVIP (AFSCME Values in Practice).

5.4 Bulletin Boards

The City agrees to furnish bulletin board space at each regular work location in a convenient place to be used and maintained by the Union. The Union shall limit its posting or notices and bulletins to such bulletin boards. The Union shall periodically clear the board of outdated material and shall restrict posting to matters of Union business, which are of a non-political, non-inflammatory nature.

5.5 Union Access to Employee Information

The City agrees to provide the Union with access to employees and shall furnish to the Union new employee information and regular updated bargaining unit information in accordance with applicable law.

ARTICLE 6 - HOURS OF WORK

- 6.1 WORK WEEK. The work week for full time employees shall consist of forty (40) hours. The work week shall normally consist of five (5) consecutive eight (8) hour days. However, the City reserves the right to determine the work week based on the needs of the City and services to the public. Work schedules may be instituted which consist of four (4) ten (10) hour days. Work schedules for employees covered by this Agreement, who normally work fewer than forty (40) hours per week, shall be determined at the discretion of the Department Head or designee.

ALTERNATE WORK WEEKS. 9-80's are considered a work schedule and shall be determined at the discretion of the Department Director and based on the needs of the City and services to the public. Alternate work week schedules are defined as seven (7) consecutive calendar days beginning and ending on designated days and times. Examples include, but are not limited to: 1) a defined work week beginning 12:01 p.m. on Monday and ending on the following Monday at 12:00 noon; or 2) a defined work week beginning at 11:31 a.m. Friday and ending on the following Friday at 11:00 a.m.

- 6.2 WORK SCHEDULES. All shifts shall have an established starting and quitting time as determined by the Department Head or designee. Except for emergency situations, the Department Head or designee shall give employees in the department forty-eight (48) hours notice of any change in the work schedule. Employees are normally expected to provide forty-eight (48) hours notice of any schedule change request. This does not apply to employees flexing their schedule per Article 6.3. Schedule changes for the convenience of the employee, by mutual agreement or for unanticipated operational needs, shall not be subject to the notification requirements set forth above.
- 6.3 FLEX SCHEDULE. Subject to advance mutual agreement between an employee and the City, employees may adjust their work schedules to something other than the normal work schedule stated in Article 6.1.
- 6.4 MEAL PERIODS. Employees shall be granted either a thirty (30) or sixty (60) minute unpaid meal period during each work shift which shall not be considered on-duty work time. The meal period shall be scheduled as near as possible to the midpoint of the employee's shift.

Only those employees who work more than five (5) hours are entitled to a meal period. Employees who are required to work beyond their normal eight (8) or more hour shift shall be given the option of taking a second thirty (30) minute unpaid meal period.

- 6.5 REST PERIODS. Rest periods of fifteen (15) minutes for each four (4) hours of consecutive work shall be provided whenever practicable in accordance with the operating requirements of each employee's duties. Rest periods shall be scheduled as near the middle of each four (4) hour shift as possible and shall be considered on-duty time.

ARTICLE 7 - OVERTIME

- 7.1 Assignment of Overtime.
The City shall have the right to assign overtime work as required in a manner consistent with the requirements of each department. Under no circumstances

shall an employee work overtime without receiving prior approval from their supervisor.

7.2 Application of Overtime.

Employees shall be compensated at the rate of one and a half (1 ½) times their regular hourly rate of pay in the following circumstances:

- A. More than eight (8) hours in any workday for an employee on a 5-8 schedule; or
- B. More than ten (10) hours in any workday for an employee on a 4-10 schedule; or
- C. More than the employee's regularly scheduled daily hours (either nine (9) hours or eight (8) hours) in any workday for an employee on an 8-8 schedule; or
- D. More than forty (40) hours in the work week.

Hours which would have been considered overtime under paragraphs A–D, above, but which occur due to a flex schedule which has been mutually agreed to between the employee and the supervisor, shall not be subject to overtime. For purposes of determining overtime, hours of work shall be defined to include vacation, holidays and compensatory time. Sick leave shall not be considered hours of work for overtime purposes.

7.3 Premium Pay.

An employee's overtime rate of pay shall be calculated to include the employee's base rate of pay and any premium pay that the employee receives as required by applicable wage and hour laws, including the Federal Labor Standards Act.

7.4 Overtime shall be computed to the nearest quarter (1/4) hour. Under no circumstances shall overtime be paid twice for the same hours worked.

7.5 Compensatory Time.

All overtime worked shall be paid or the employee shall receive compensatory time based upon the employee's choice. Compensatory time off may be scheduled by mutual agreement of the employee and the supervisor based upon the needs of the department.

7.6 An employee may accrue compensatory time to a maximum of eighty (80) hours. Any overtime accumulation beyond eighty (80) hours shall be paid on the next paycheck.

7.7 Inclement Weather.

Essential personnel are employees who are required to respond to work even during a City declared inclement weather event as their duties are essential to continue fundamental City operations. Whether any specific employee is

essential personnel depends on the nature of the inclement weather event and the nature of the City's operational needs during the inclement weather event. For that reason, the City shall designate employees as essential personnel on a case-by-case basis. The City will give employees who may be designated as essential personnel for an inclement weather event as much advance notice as is reasonably possible. Additionally, on an annual basis, the City shall give general notice to employees whose positions may require them to serve as essential personnel that they may be required to serve as essential personnel during an inclement weather event.

In the event that inclement weather causes the City Manager, or her/his designee, to curtail all but essential operations, essential personnel required to remain on duty during the curtailment shall receive an additional one-half (1/2) hour of pay or compensatory time, at the employee's option, for each hour or the major portion thereof for work performed after the official announcement is made. Should the employee be at the maximum accrual of compensatory time, as defined in this agreement, the employee will be paid for the additional time worked.

- 7.8 Call Back. Employees called back to work more than one (1) hour prior to their normal shift shall be compensated at one and one half (1-1/2) times their normal rate of pay for a minimum of two (2) hours. Call back hours worked beyond two (2) hours and outside of the employees' normal shift shall be paid at one and one half (1 – ½) times the employees' rate of pay.
- 7.8 As is consistent with the Fair Labor Standards Act, the following positions qualify as exempt and shall not be subject to the overtime provisions of this article:

Associate Planner
Network Administrator
Systems Administrator

Sr. Planner
GIS Coordinator

In exchange for the elimination of overtime eligibility, the City agrees to credit the employees covered by these classifications with an additional week of vacation per year.

- 7.9 The division of overtime among Public Works employees shall be made as equitably as possible. A department overtime list shall be posted quarterly.

ARTICLE 8 - ON THE JOB INJURY

- 8.1 Employees who are injured while in the performance of duty, shall report such injury to their supervisor immediately.
- 8.2 Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their normal duties as a result of

such injury or illness shall be compensated by the City's insurance carrier according to the provisions of ORS 656.202 to 656.245. The City agrees to pay the employee his or her regular straight time wages during the three (3) day waiting period referenced in ORS 656.210(3) except in the event the disability is for more than fourteen (14) days or the injured employee is hospitalized as an inpatient. Upon claim acceptance, an employee shall not be required to use their personal sick leave for a period not to exceed ninety (90) calendar days.

- 8.3 The difference between the Workers' Compensation payments and the employee's regular, straight-time wages, less any payroll deductions, will be supplemented by the use of a pro-rated share of the employee's accrued leave time until such leave time is exhausted after the employee has been off work for ninety (90) calendar days. Leave time may be used for an absence of less than (90) days. Whenever an employee receives a check from the City's insurance carrier, the employee shall report the amount and the period which it represents to the City's payroll department. Employees shall continue to accrue vacation and sick leave during the disabling period including City payment of health and welfare premiums up to twelve (12) months per Article 13.
- 8.4 It is in the mutual interest of the parties to return an injured employee to work as soon as practicable. When possible, the City shall provide limited duty assignments within the City for injured employees. With the concurrence of the attending physician, an injured employee shall return to work in the limited duty assignment if work is available, until such time as he is released for normal duties or becomes stationery.

ARTICLE 9 - SICK LEAVE

- 9.1 Employees shall accrue sick leave at the rate of three point six nine two four (3.6924) hours per pay period of service beginning with the date of employment. Partial pay periods shall be pro-rated. Sick leave accrual shall not exceed fourteen hundred (1400) hours. Once an employee's sick leave accrual reaches one thousand (1000) hours, the cash equivalent of two (2) hours of sick leave accrued will automatically be paid into the employee's VEBA account each month as long as the employee's accrued sick leave balance remains at the one thousand (1000) hours after the two hours are paid into the employee's VEBA account.

Part-time employees shall earn sick leave and maximum accrual on a pro-rated basis. For purposes of the sick leave conversion at retirement, the cap shall remain at one thousand (1000) hours.

- 9.2 Employees shall be eligible to use their sick leave hours for the following reasons:
- For an employee's mental or physical illness, injury or health condition, need for medical diagnosis, care or treatment of a mental or physical

illness, injury or health condition or need for preventive medical care (every effort shall be made to schedule medical/dental appointments outside of normal working hours.)

- For care of a family member with a mental or physical illness, injury or health condition, care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition or care of a family member who needs preventive medical care. For the purpose of this article, family member is defined in accordance with ORS 659A.150 as:
 - A. the spouse of an employee or the domestic partner of an employee;
 - B. the biological, adoptive or foster parent or the parent's spouse or domestic partner;
 - C. child of the employee or the child's spouse or domestic partner;
 - D. the sibling or stepsibling of the employee or the sibling or stepsibling's spouse or domestic partner;
 - E. the grandparent or grandchild of the employee or the grandparent's or grandchild's spouse or domestic partner;
 - F. a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis;
 - G. Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.
- As specified in Article 12.4, Family and Medical Leave (FMLA), Oregon Family Leave (OFLA), or Paid Leave Oregon PLO).
- Any other purpose covered by the Oregon Family Leave Law (ORS 659A.159).
- For a purpose specified in Oregon's Domestic Violence, Sexual Assault or Stalking Leave Law (ORS 659A.272).
- In the event of a public health emergency, including but not limited to: (a) Closure of the employee's place of business, or the school or place of care of the employee's child, by order of a public official due to a public health emergency; (b) A determination by a lawful public health authority or by a health care provider that the presence of the employee or the family member of the employee in the community would jeopardize the

health of others, such that the employee must provide self-care or care for the family member; or (c) The exclusion of the employee from the workplace under any law or rule that requires the employer to exclude the employee from the workplace for health reasons.

Employees shall keep their supervisor informed as to their status to qualify under this provision.

- 9.3 When an employee is unable to report to work due to illness or injury, the supervisor shall be notified as soon as possible prior to the beginning of the shift.
- 9.4 An employee who is on an approved FMLA or OFLA qualifying leave shall be allowed to save a total of twenty (20) hours of sick leave in their bank to be available upon their return from leave.
- 9.5 a. Return to Work: The City may request a doctor's release to return to work if the City can provide a reasonable explanation for doing so.
- b. Verification of Use:
- **FMLA/OFLA Qualifying:** Pursuant to City Resolution 2003-18, Family and Medical Leave, the City must require the completion of a certification form by the employee's health care provider and any other verifications required for under the provisions of the FMLA, OFLA, or their successors.
 - **Non-FMLA/OFLA Qualifying:** The City may require verification of absence due to non-FMLA and non-OFLA covered illness or injury under the following conditions:
 1. The employee has been absent for more than three (3) consecutive days; or
 2. The employee has exhausted all sick leave; or
 3. The City believes that the absence may not be bona fide and can provide a reasonable explanation for doing so.
- 9.6 Payment for unused accrued sick leave shall be made only upon separation from employment by retirement of active participants in the City of Forest Grove Retirement Plan (Defined Benefit Plan) at the time of retirement. This provision does not apply to employees enrolled in the Defined Contribution Plan established July 1, 2011. Upon retirement from the City of Forest Grove Retirement Plan, an employee's accrued unused sick leave shall be converted to the employee's retirement account to be withdrawn in a lump sum or in the form of a monthly annuity. The amount to be credited at retirement shall be based on the following table:

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

ARTICLE 10 - VACATION

10.1 Vacation Accrual and Use

All employees shall receive vacation time in accordance with the following schedule. After six (6) months of continuous service, employees shall be entitled to use accrued vacation time.

Length of Continuous Service		Amount Earned	
Months	Years	Hours per pay period	Days per year (based on eight-hour day)
0 up to 12	0 up to 1	3.0770	10
12 up to 48	1 up to 4	3.6924	12
48 up to 120	4 up to 10	4.6154	15
120 up to 180	10 up to 15	6.1539	20
180 up to 300	15 up to 25	7.6924	25
300 plus	25 plus	9.2308	30

Part-time employees shall earn vacation leave on a pro-rata basis.

10.2 Vacation accrual shall be calculated on a pay period basis beginning with the employee's date of hire. Employees hired or terminating mid-pay period shall have their vacation hours pro-rated for that pay period. Vacation time shall accrue during all hours of employment at straight time (not including overtime), including paid leave and time off due to an occupational disability.

10.3 At least one-half (1/2) hour of vacation must be taken.

10.4 Continuous Service shall be defined as an employee's length of consecutive service as a full time or part time employee with the City from their last date of hire less any adjustment due to leaves of absence without pay for more than sixty (60) days.

10.5 Vacation Cash Out.

An employee shall have the option to cash out and receive payment for up to forty (40) hours of accrued vacation time once per calendar year, so long as the following conditions are met:

- The employee is not on probationary status.
- The employee has used at least forty (40) hours of vacation in the twelve months prior to the employee's request for cash out.
- The employee has at least eighty (80) hours of vacation accrued at the time the employee requests cash out.
- The employee requests cash out by May 1 for a June cashout, or November 1 for a December cashout of each calendar year.

Accrued vacation time shall be cashed out at the employee's regular rate of pay, as established by applicable wage and hour laws, at the time of cash-out. Vacation pay cash outs are subject to ordinary deductions and tax withholdings. The employee will receive the vacation cash out on or before June 15 or December 15 of the same calendar year.

10.6 Maximum Vacation Accrual.

Employees are encouraged to take vacation time on a yearly basis and vacation accrual shall not exceed forty-five (45) days (three hundred sixty (360) hours)) without the approval of the City Manager. Maximum vacation accrual for part-time employees shall be pro-rated.

10.7 Vacation Pay Upon Separation.

Upon termination, an employee shall be paid for unused vacation accrued as of the date of termination, not to exceed maximum accrual per Article 10.5. Such time shall be paid at the employee's current rate of pay. Employees who terminate during their probationary period shall not be entitled to payment for any accrued vacation. In the event of an employee's death, compensation for accrued vacation shall be paid in the same manner as the salary and fringe benefits due the deceased are paid.

10.8 Vacations must be scheduled in advance with the approval of the employee's supervisor. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority who has made their choice by April 1 (for the following twelve (12) months) shall be given their choice of vacation period. Selections made after April 1 shall be on a first-come first-served basis.

ARTICLE 11 - HOLIDAYS

11.1 All employees shall be entitled to the holidays listed below. Holiday pay shall be based on eight (8) hours. Part time employees shall receive pay for holiday hours in an amount equal to their normal weekly base schedule divided by five (5). In the event an employee is required to work on a holiday, they shall receive time and one-half (1 ½) for all hours worked plus their regular day's pay, or if so requested by the employee, shall receive time and one-half (1 ½) for all hours worked plus

receive another day off scheduled by mutual agreement between the employee and their supervisor.

New Year's Day	Labor Day
President's Day	Veteran's Day
Martin Luther King Jr.'s Birthday	Thanksgiving Day
Memorial Day	Friday following Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	Two (2) Personal Holidays

Personal holiday hours shall be pro-rated for part time employees.

- 11.2 When a holiday falls on a Sunday, it shall be observed on the following Monday. When a holiday falls on a Saturday, it shall be observed on the previous Friday.
- 11.3 Employees assigned to work a 4/10 or 9-80 schedule whose normal day off falls on the holiday, shall receive another day off in the week of the holiday. When feasible this day off shall be connected to the employee's normal days off.
- 11.4 An employee may take a personal holiday of his/her choosing with prior approval of his/her supervisor. Personal holidays shall be credited at the beginning of each calendar year and shall be prorated to the nearest hour for newly hired employees. Personal holidays must be used within the year credited and except for probationary employees, shall be payable at termination. Employees may use personal holiday time in increments of one-quarter (1/4) hour or more.
- 11.5 Holidays which occur during vacation or sick leave shall not be charged against such leave.
- 11.6 Employees on unpaid leave of absence are ineligible to receive holiday pay.

ARTICLE 12 - LEAVES OF ABSENCE

12.1 LEAVE OF ABSENCE WITH PAY

Employees may request a leave of absence with pay for the following purposes. Each request must be in writing and approved by the Department Director or designee after an evaluation of the request on its own merits.

- 12.1.1 CITY PAID BEREAVEMENT LEAVE. In the event of the death of an employee's immediate family member, defined as: the employee's spouse, parent, parent-in-law, child, grandparent, grandchild, or sibling, or other close relatives that reside within the employee's household, the employee shall be granted leave not to exceed the number of hours normally scheduled to work in a one (1) week

period. Bereavement leave is intended for the purpose of attending the funeral and/or attending to the affairs of the deceased. Bereavement Leave taken under the provisions of this Section, 12.1, and Section 12.4 will be combined and credited against the employee's 12 weeks of family leave allowed under OFLA.

- 12.1.2 WITNESS OR JURY DUTY. An employee shall be granted leave with pay for service on a jury or upon being subpoenaed as a witness provided, however, that the employee is required to seek all fees due the employee for jury or witness duty, except mileage reimbursement, and turn said fees over to the City. The employee is not eligible for this compensation if the employee is a party to the dispute (not including disputes for which the City is obligated to defend the employee) or if the dispute is between the City and the employee of the City and Union with the exception of grievance arbitrations and unfair labor practice hearings. Upon being excused from jury duty for any portion of a day, an employee shall immediately contact their supervisor for assignment for the remainder of their regular work day.

12.2 LEAVE OF ABSENCE WITHOUT PAY

Employees may request a leave of absence without pay for the purposes specified in the following paragraphs. Each request must be in writing and approved by the Department Director or designee after an evaluation of the request on its own merits, after considering the needs of the department, and on the basis of the guidelines in this section.

- 12.2.1 EDUCATIONAL LEAVE. Regular employees may request a leave for purposes of furthering their education or training in an area of study which shall benefit their service to the City. Each leave request shall not exceed one (1) year.

- 12.2.2 TEMPORARY DISABILITY. Regular employees who are temporarily unable to work due to illness or injury and have used all accrued leave time may request a leave of absence for a period not to exceed six (6) months.

- 12.3 Employees granted a leave of absence without pay may maintain some of their insurance coverage through the City by remitting premium payments to the City on a schedule provided by the City.

12.4 OTHER LEAVES OF ABSENCE

- 12.4.1 PAID LEAVE OREGON (PLO).

Paid Leave Oregon is a mandatory statewide insurance program that provides paid family and medical leave to eligible employees who work in

Oregon state. The program is administered by the State of Oregon's Employment Department, not the City.

- A. The City shall pay the Employer portion of the PLO premiums and employees shall pay the employee portion of the PLO premium through paycheck deduction.
- B. Upon request, an employee shall be allowed to utilize their accrued leave (of their own choice) to compensate for the difference between their PLO benefits and their normal rate of pay received from the City.
- C. Accrual of Employer Paid Leave During PLO Leave of Absence. An employee shall continue to accrue paid sick leave, vacation, and any other leave that normally accrues if the employee is in City-paid status for the City while on Paid Leave Oregon. An employee will be in City-paid status while on Paid Leave Oregon if the employee uses accrued paid leaves to supplement the benefits paid to the employee by Paid Leave Oregon in accordance with Article 12.4.1(B). The employee's sick leave, vacation, and other applicable leave accruals shall be prorated based on the amount of the accrued paid leaves that the employee uses to supplement Paid Leave Oregon benefits under 12.4.1(B).

12.4.2 FAMILY AND MEDICAL LEAVE. Family and medical leave shall be granted in accordance with the requirements of the Federal Family and Medical Leave Act (FMLA), the Oregon Family Leave Act (OFLA), and Paid Leave Oregon, as incorporated into the City of Forest Grove Employee Handbook. Employees may utilize sick leave, vacation leave, or compensatory leave during a period of approved leave. Unless prohibited by law, benefits, leave accrual and seniority credits shall not continue to accrue for any period in which the employee is on unpaid leave status.

12.4.3 OFLA BEREAVEMENT LEAVE (unpaid). Employees may use additional time as allowed by the state OFLA provisions. Bereavement Leave taken under the provisions of Section 12.1 and this Section, 12.4, will be combined and credited against the employee's 12 weeks of family leave allowed under OFLA. All of the rules for requesting, accounting for and accruing OFLA leave as incorporated into the City of Forest Grove Employee Handbook will apply.

12.4.4 MILITARY LEAVE. Employees shall be granted a military leave of absence according to the provisions of State and Federal law and City ordinances.

12.4.5 Domestic Violence Victims Leave

Domestic Violence Victims Leave shall be granted in accordance with State and

Federal Statutes. Unless stated otherwise, this leave shall be unpaid.

ARTICLE 13 - INSURANCE

13.1 HEALTH INSURANCE.

Effective January 1, 2027, the City shall provide health insurance benefits to the employee and their dependents comparable to Blue Cross Copay Plan 2, PPP, including Well-Baby care and Physical Examination riders, Dental VI dental insurance, and the VSP Vision insurance through the EBS Trust. The City shall also offer Kaiser Copay Plan B medical, prescription, dental, vision and alternate care insurance as an alternative to Blue Cross. The City's premium contribution for full-time employees shall be set at ninety five percent (95%) of either the full Blue Cross medical premium cost or ninety-five percent (95%) of the full Kaiser medical premium cost as elected by the employee during benefits enrollment, plus ninety five percent (95%) of the full Dental II dental insurance premium.

The City's premium for part-time employees shall be set as follows based on hours regularly scheduled for their position:

- At least 20 hours but less than 30 hours per week: fifty percent (50%) of the caps established for full-time employees.
- At least 30 hours but less than 40 hours per week: seventy-five percent (75%) of the caps established for full-time employees.

13.2 VEBA PLAN.

The City will establish a medical savings account Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c) (9) of the Internal Revenue Code for each employee of the Union who is eligible for, and enrolls in, one of the City's Health Insurance Plans. The City shall make monthly contributions of \$80.00 to said account for full-time employees and a prorated amount for part-time employees based on their regularly scheduled hours.

13.3 ADDITIONAL INSURANCE BENEFITS.

A full time employee is defined as an employee who is normally scheduled to work forty (40) hours per week. The City shall also provide to full time employees:

13.3.1 Life and accidental death in an amount equal to the employee's annual salary rounded to the nearest thousand dollars, but not to exceed one hundred and forty thousand dollars (\$140,000.00).

13.3.2 Long-term disability after a ninety (90) day waiting period, with a maximum of sixty-six and two thirds percent (66-2/3%) of the first five

thousand dollars (\$5,000) of monthly salary up to age sixty-five (65) or until the employee is able to return to work.

13.4 ELIGIBILITY FOR INSURANCE.

Effective upon execution of this Agreement, employees shall be eligible for the insurance coverage noted in Article 13.1 the first of the following month following their hire date.

13.5 WORKERS COMPENSATION COVERAGE.

The City shall provide workers' compensation coverage to employees effective upon date of hire. The City shall pay the full cost of these premiums.

13.6 INSURANCE AFTER EMPLOYEE RETIREMENT.

Upon retirement from City service, employees may elect to continue their group medical and dental insurance at their own expense as long as they are eligible under the City's health insurance program carrier's policies. Such cost shall be the full amount of premium.

13.7 LIABILITY INSURANCE.

The City agrees to provide each employee with liability coverage, providing protection for possible claims arising out of acts committed by employees in the discharge of their duties within the scope of their position and in the course of their employment, provided the claims do not result in a judgment resulting from the willful and wrongful act or gross negligence of such employees.

Such insurance shall cover all costs, including attorney fees, connected with proposed, threatened or actual suits and negotiated settlements, in addition to covering the amount of possible judgment.

13.8 SECTION 125 PLAN.

The City agrees to offer to members the same Section 125 plan it offers to other employees.

13.9 NOTIFICATION OF DEPENDENT CHANGE.

Employees are required to notify the City within thirty (30) days if a dependent is no longer eligible for coverage under the City's health insurance plans. An employee who fails to notify the City within thirty (30) days shall be responsible for any cost difference and premium payments which the City is unable to recoup from the insurance carrier.

13.10 EMPLOYEE BENEFITS COMMITTEE.

The Union agrees to participate fully in any City-established Employee Benefits Committee in recognition of the significance of health insurance costs as an aspect of total compensation.

13.11 NEGOTIATION OF IMPACTS TO INSURANCE.

The City and the Union agree to negotiate the impact of any changes in health

insurance that may be mandated by Federal health care legislation during the life of this agreement. If the City receives information from the City's health insurance carrier about a change to the design or cost of the plan or plans currently offered to bargaining unit members, then, upon the Union's request, the City shall provide that information to the Union.

ARTICLE 14 – RETIREMENT

14.1 Defined Benefit Plan

All employees hired prior to July 1, 2011 shall continue to participate in the City of Forest Grove Retirement Plan (Defined Benefit Plan). The City shall pay the employee's contribution to the retirement plan.

Any full-time employee who is a participant in the City of Forest Grove Retirement Plan (Defined Benefit Plan) and who changes to a regular part-time position will become ineligible to participate in the Defined Benefit Plan as only qualified full-time employees may participate in the Defined Benefit Plan. That employee will be placed in the Defined Contribution Plan. If that employee returns to a regular full-time position, the employee will remain in the Defined Contribution Plan as he/she is not eligible to return to the Defined Benefit Plan under the terms of that Plan.

14.2 Defined Contribution Plan

All employees hired after July 1, 2011 shall be enrolled into a defined contribution plan. The employer shall contribute an amount equal to ten percent (10%) of base wages to the employee's retirement account. Additionally, the City will match dollar for dollar any additional contribution the employee makes up to a maximum of 2% of base wages. Employees will be eligible to enroll after six months of continuous employment.

Effective July 1, 2014, eligibility for retirement benefits under the Defined Contribution Plan will include all regular employees regularly scheduled to work twenty (20) or more hours per week.

14.3 PERS

Article 14.3 does not apply to any employees who are currently participating in the City's Defined Benefit Plan under 14.1 above.

All employees hired on or after the date the final coverage agreement is submitted to PERS shall be enrolled in Oregon Public Employee's Retirement System (PERS). The City shall pay the employee's contribution to that plan.

All employees who are employed on or before the date the final PERS coverage agreement is submitted to PERS and employees who currently participate in the City's Defined Contribution Plan (under 14.2 above) shall have a one-time option

to switch from that retirement plan to PERS. Employees must inform Human Resources no later than 60 days after the contract is adopted if they plan to exercise this option. The option to stay in the current plan or go to PERS is a one-time irrevocable option.

ARTICLE 15 - WAGES

- 15.1 A. Effective July 1, 2026, all employees covered by this agreement shall receive a market adjustment of 2.0% and a cost-of-living adjustment of 4.0%.
B. Effective July 1, 2027, all employees covered by this agreement shall receive a cost-of-living adjustment of 3.75%.
C. Effective July 1, 2028, all employees covered by this agreement shall receive a cost-of-living adjustment of 3.25%.

15.2 Pay for Higher Classification Work

Employees temporarily assigned by a supervisor to a higher classification for a minimum of no less than eight (8) hours shall receive a minimum of an additional five percent (5%) increase in their base salary for the total time of such assignment.

Library positions assigned duties of preparation and presentation of youth services and outreach programs are exempted from the minimum eight (8) hour qualification listed in 15.2 above. This exclusion is limited to Library positions only and as designated by the Library Director.

- 15.3 A new or promoted employee is eligible for advancement to the next step of the salary range based on performance, following completion of twelve (12) months of service and each twelve (12) months thereafter until the employee reaches the top step of the salary range.

15.4 Spanish Language and American Sign Language Fluency Premium Pay

- A. Level I: The City shall designate positions that shall be eligible to receive one hundred fifty dollars (\$150.00) per month for full-time employees and a pro-rated amount for part-time employees as a Spanish language and American Sign Language (ASL) fluency premium.

The City will use the following criteria when designating eligible positions:

1. Positions require public contact and continued eliciting and explaining information in Spanish or American Sign Language (ASL), or those that are in a work location where there is a demonstrated need for Spanish language or ASL translation in providing services to the public; and
2. The City shall have the right to limit the number of positions eligible for the Spanish language and ASL premium based on actual need.

- B. Level II: Subject to approval by the Department Director, employees who hold positions which either have limited public contact, and/or may have high public contact but do not require continued eliciting and explaining information in Spanish or American Sign Language shall be eligible to receive fifty dollars (\$50.00) per month for full-time employees and a pro-rated amount for part-time employees as a Spanish language and American Sign Language premium.
- C. In order to begin receiving either Spanish language and American Sign Language fluency premium outlined in A or B above, employees must:
 - 1. Make request in writing to immediate supervisor to receive Spanish language or American Sign Language premium pay and receive written approval from Department Director;
 - 2. Demonstrate fluency in speaking and reading Spanish or American Sign Language as evidenced by a testing process and at a competency level determined by the City;
 - 3. Pass future Spanish language or American Sign Language fluency tests to maintain premium on schedule set by the City, but no more frequently than annually.
- D. Employees who are eligible for Spanish language or American Sign Language fluency premium pay will begin receiving the premium the first of the month following all the conditions in C above being met.

15.5 A-Level Plumbing Inspector Certification Premium Pay

Employees occupying a position classified as Building Inspector who possess a State of Oregon A-Level Plumbing certification will receive a premium pay of 5% of base pay subject to the following conditions:

- a. Employees who obtain certification shall begin receiving premium pay the pay period following written request to their supervisor and the receipt of supporting documentation by Human Resources.
- b. Employees who lose certification for which they are receiving premium pay are required to notify their supervisor immediately. Any change in premium pay status will be made effective the pay period following loss of certification.

15.6 Service Recognition

In order to recognize years of service to the City and community, the City shall provide the following longevity program based on years of continuous employment as a regular employee with the City:

A. VEBA Account Contributions.

1. In recognition of an employee's completion of five years of continuous employment with the City, the City will contribute \$5,000 to the employee's VEBA account on the employee's fifth anniversary of continuous employment with the City. An employee who leaves the City's employment before completing five years of continuous employment with the City shall not receive any amount of VEBA account contribution from the City under this section.
2. In recognition of an employee's completion of ten years of continuous employment with the City, the City will contribute \$5,000 to the employee's VEBA account on the employee's tenth anniversary of continuous employment with the City. An employee who leaves the City's employment before completing ten years of continuous employment with the City shall not receive any amount of VEBA account contribution from the City under this section.
3. In recognition of an employee's completion of each year of continuous employment with the City after ten years of continuous employment with the City, the City shall contribute \$1,000 to the employee's VEBA account on the anniversary of each year of continuous employment with the City after ten years of continuous employment with the City. An employee who leaves the City's employment before completing a full year of continuous employment shall not receive any amount of VEBA account contribution from the City under this section.

B. Implementation of Article 15.6 for the Agreement Beginning in 2026 ("this agreement").

The Parties recognize that this agreement's Article 15.6 shall fully replace the previous agreement's Article 15.6. Employees' years of continuous employment as a regular employee with the City accrued prior to this agreement's date of ratification shall count towards years of continuous service for the purposes of this agreement's Article 15.6(A), except that any

moneys that employees have been credited towards lump-sum VEBA account contributions under the previous agreement's Article 15.6 shall no longer be payable to the employees upon ratification of this agreement.

15.7 Public Works Lead Worker Premium Pay

An employee in the Public Works Utility Worker II or Public Works Utility Worker III classification shall receive a premium pay of 5% of their regular rate of pay if a supervisor assigns the employee to act as a lead worker for four (4) or more hours in a single workday.

15.8 CDL Reimbursement Program

If the City pays for an employee to obtain a Commercial Driver's License (CDL) and that employee voluntarily terminates their employment with the City or is discharged with cause from the City within the first twenty-four (24) months of obtaining the CDL, then that employee shall reimburse the City for the costs in obtaining the CDL according to the following schedule:

0 up to 6 months after obtaining CDL	100% of 75% of the City's costs
6 up to 12 months after obtaining CDL	75% of 75% of the City's costs
12 up to 18 months after obtaining CDL	50% of 75% of the City's costs
18 up to 24 months after obtaining CDL	25% of 75% of the City's costs

The City shall give clear written notice of this reimbursement requirement to the successful candidate for a position that requires a CDL. Employees who are laid off, retire, or separate from employment because they are medically unable to perform the essential functions of their job shall not be subject to this reimbursement requirement. The City Manager, at their discretion, may waive this reimbursement requirement when circumstances so require.

ARTICLE 16 - STANDBY

16.1 Standby time is defined as any time an employee is required to carry a pager unit or phone and to remain in the City-prescribed geographical area, for the purpose of being called to duty while off duty.

16.2 Standby Compensation.

Employees required to be on standby will be on standby for a seven-day period, and will be compensated for such standby as follows:

- A. Public Works employees required to work standby from 12:01 p.m. Wednesday and ending on the following Wednesday at 12:00 noon shall receive two (2) hours of compensation for each day of call coverage at the

straight time pay or two (2) hours of straight time compensatory time, at the employee's choice.

- B. Water Treatment Plant employees shall receive two (2) hours of compensation for each day of call coverage at the straight time pay or two (2) hours of straight time compensatory time at the employee's choice.

16.3 More Than 40 Hours in Work Week.

If the payment of standby hours results in a more than forty (40) hour week, the standby hours shall be credited as compensatory hours at straight time.

16.4 Phone for Standby Duty.

Employees assigned to standby duty shall be provided with a phone. They shall be required to be available to receive emergency phone calls during periods outside of their normal working hours. Failure to be available or to respond to a page while on standby shall result in the loss of standby pay.

16.5 Cell Phone Stipend for Standby.

When an employee is employed in a position that requires standby responsibilities in accordance with this Article and the employee resides in an area that does not receive reliable cellular coverage under the City's current cellular service provider, he/she will receive a cell phone stipend in accordance with the current City policy to maintain a personal cell phone with reliable cellular coverage at the employee's residence as long as it is deemed necessary by the City or until the need no longer exists. If the employee chooses to terminate his/her personal cell phone coverage, he/she shall provide the City with at least 60 days' notice of intent to discontinue coverage.

The City reserves the right to determine if an employee is eligible to receive a cell phone stipend.

Stipends received for this purpose shall be considered taxable compensation to the employee. If the employee receiving the stipend terminates employment, the City is not responsible for continued payments of any service for which the employee may have contracted.

16.6 Holidays During Standby.

Employees assigned standby duty over a holiday shall be compensated for an additional five (5) hours.

ARTICLE 17 - TRAVEL REIMBURSEMENT

- 17.1 When an employee is required to report for work outside of the City limits, he/she shall use a City vehicle whenever possible. If he must use his personal vehicle, he/she shall be reimbursed for the use of his personal transportation at the

prevailing IRS mileage rate. Whenever an employee is required to travel as part of their regular work he/she shall be reimbursed actual costs for lodging and travel expenses and meals shall be compensated at per diem based upon City policy. All expenses shall be prepaid whenever possible.

- 17.2 When an employee attends an approved, non-required training outside the City, the employee shall be compensated for the actual hours spent in training or for the normal workday, whichever is greater.

ARTICLE 18 - BOOKS AND TUITION

Any courses which are required by the City shall be paid in full. Employees may request compensation for the cost of college level course work relevant to their role in the City. Tuition reimbursement is subject to the following guidelines:

1. Requests must be made in writing to the Department Head using the form provided by the City's Human Resources Office prior to enrollment or participation.
2. Reimbursement shall be made only if a grade of "C" or better is received, or a "P" if the class is graded on a Pass/No Pass basis. Documentation is required.
3. The maximum amount payable per course including books shall be in accordance with the Employee Handbook, or two hundred (\$200), whichever is higher. Receipts must be provided.
4. College level course work directly relating to the employees current position may be compensated at one hundred percent (100%) within the designated maximum. The City must determine the coursework will benefit the City.
5. College level course work may be compensated at less than one hundred percent (100%) if it is indirectly related to the employee's position. The decision to reimburse a percentage of the costs rests with the Department Head. The City must determine the coursework will benefit the City.

ARTICLE 19 - CERTIFICATION/LICENSE

The City shall pay the fees associated with obtaining and maintaining a DMV/CDL License (including CDL physical), Water Certification, Sewer Certification, Pesticide Certification license, Back Flow Certification, Arborist Certification or other license/certification when such license and/or certification is required of an employee to perform their job excluding the cost of a regular driver's license. The City shall not be responsible for paying late fees for renewals of certification or licenses; nor reinstatement charges if the employee allows the certification or license to lapse. Exceptions will be reviewed by the supervisor and may be granted if warranted by circumstances.

ARTICLE 20 - PAY PERIODS

Employees shall be paid on a bi-weekly basis. The City agrees to offer to employees covered by this agreement, the same direct deposit option offered to any other employees. Employees shall be paid according to State and Federal law, with a frequency of no greater than every 35 days.

ARTICLE 21 - SENIORITY

- 21.1 For the purpose of this Agreement, seniority shall be defined as an employee's length of continuous service as an employee with the City plus their time in the current department plus their time in their current classification as a part-time or full-time employee from their last date of hire less any adjustments due to leave of absence without pay for more than sixty (60) days.
- 21.2 If an employee has a break in service for a voluntary reason and returns to employment within twelve (12) months of the break in service, all previous seniority shall be restored less the amount of the break in service.
- 21.3 Layoff Procedures - If an employee has a break in service due to layoff and is recalled within twenty-four (24) months, he shall suffer no break in service for seniority purposes nor shall an employee who is off on workers' compensation and returns to employment with the City.
- 21.4 Bargaining unit employees shall not be laid off if the City is using temporary employees to do their work.
- 21.5 The City may layoff employees due to changes in the duties of the organization, lack of work, or lack of funds. An employee and the Union shall be given written notice of layoff or pay in lieu of notice at least thirty (30) days before the effective date, stating the reasons for the layoff and options the employee has. The employee shall have five (5) working days from the receipt of the layoff letter to notify the City of the employee's selected option. Employees shall have the following options:
 - 1. Accept the layoff.
 - 2. Request assignment to a vacant position within the City for which he/she possesses the necessary qualifications.
 - 3. Displace the employee with the lowest seniority in the same classification in the department if the employee is qualified for that position.
 - 4. Displace an employee with less seniority with the lowest seniority in a classification with a lower pay range in the department if the employee is qualified for the position.

5. Displace the employee with the lowest seniority in any department in a classification in which the employee has prior service.

Displaced employees shall be allowed to select Option 1 through 3 above. If there is no position available via those options, the employee may select either Option 4 or 5. The qualification of an employee to bump shall depend upon that employee's current possession of required certification, the knowledge, skill and ability to perform the job at an acceptable level of performance with on the job orientation.

- 21.6 Employees who displace an employee in a lower classification shall go to the step closest to their current salary.
- 21.7 Ties in seniority shall be broken by date of application. If a tie still exists, it shall be broken by lot.
- 21.8 Employees who are laid off shall be placed on a layoff list by the classifications from which the employees are laid off. Employees shall be recalled to available vacancies from which they were laid off in seniority order beginning with the employee with the highest seniority. If the position is not filled in that manner, it shall be offered in seniority order to other employees on the layoff list provided the employee is qualified to perform those duties.

A laid off employee who is recalled by the City shall have five (5) days from receipt 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. Return of the notice as undeliverable because the employee has moved without notifying the City shall constitute rejection of the assignment.

If an employee is offered a position from the layoff list, the employee shall have one (1) right of refusal. A second refusal shall result in the loss of any re-hire rights.

An employee's name shall remain on the layoff lists for twenty-four (24) months.

- 21.9 A transfer is defined as a change of an employee from one position to another in the same classification.
 1. Requests from employees for transfers from one department to another shall be made in writing and shall be directed to the Human resources manager.
 3. Requests for transfer shall be given consideration when a suitable vacancy occurs. Transfers may be granted without an open selection process with the approval of the affected Department Heads.

ARTICLE 22 - PROBATIONARY PERIOD

- 22.1 The probationary period for original and re-hired employees shall be twelve (12) months of employment with the City and within the classification, except when the employee's termination of employment with the City of Forest Grove was less than one year prior to the rehire date and the employee is being rehired into the same classification held before separation.

If the Department Director believes an extension of probation is warranted, the Department Director may present the reasons for the extension to the Union and the employee and request an extension of probation for up to an additional 6 months. Lack of agreement by the Union and employee to said extension shall result in the City either deeming the probation as completed or failed, at the discretion of the Department Director.

- 22.2 During the probationary period, a new 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. Probationary employees will be covered by all other provisions of the contract and may file a grievance if an alleged violation is not related to discipline or just cause termination.
- 22.3 Except for the positions noted in 22.4, the probationary period for employees promoted to a higher classification within the bargaining unit or transferred to another position within the bargaining unit shall be six (6) consecutive months. During this probationary period, a probationary employee shall be protected in discipline and discharge procedures on the same basis as other regular employees. However, a promoted employee serving the probationary period may be demoted to their previous position by the City without appeal.
- 22.4 The probationary period for employees promoted to the following positions shall be twelve (12) consecutive months.

Youth Services Librarian
Library Associate (Acquisitions position)

ARTICLE 23 - DISCIPLINE AND/OR DISCHARGE

- 23.1 No employee who has passed the probationary period shall be disciplined without just cause. An employee shall be entitled to due process where discipline is imposed. Disciplinary action may include the following steps and shall normally be progressive as outlined below, but the disciplinary process may be entered at any step depending upon the severity of the incident causing the disciplinary action:
- a. oral reprimand
 - b. written reprimand

- c. suspension without pay
- d. reduction in pay
- e. demotion
- f. discharge

- 23.2 Oral reprimands shall not be subject to the grievance procedure. Written reprimands may be processed up through step III of the grievance procedure, but may not proceed to arbitration (step IV).
- 23.3 The appeal of a discharge may be filed at Step 3 of the grievance procedure contained in Article 24. All other disciplinary actions may be appealed beginning at Step 2 of the grievance procedure. The information required in Step I must be included in the grievance regardless of the step at which the grievance process is entered.
- 23.4 This article shall not apply to any employee on original and re-hire probations as defined in Article 22.
- 23.5 If the City has reason to reprimand an employee, it shall be done in a manner that is least likely to embarrass the employee. Employees shall be entitled to Union representation whenever disciplinary action is being considered.

ARTICLE 24 - GRIEVANCE PROCEDURE

It is the intention of the parties to this agreement that all disputes between said parties regarding the application, meaning or interpretation of this contract be settled by their submission to the established grievance procedure as herein provided.

STEP I. After first attempting to resolve the grievance informally, the Union or any employee with notice to the Union may claim a breach of this agreement in writing to the employee's immediate supervisor within fifteen (15) days from the occurrence thereof or the employee's knowledge thereof. The notice shall include: 1. a statement of the grievance and relevant facts; 2. provisions of the agreement violated; and 3. remedies sought. The supervisor shall respond to the grievance in writing within ten (10) days with a copy to the Union.

STEP II. If the grievance remains unadjusted after the supervisor's response, the grievance may be submitted within ten (10) days to the Department Head. The Department Head may meet with the aggrieved party, who may request Union representation at the hearing. The Department Head shall respond to the grievance within ten (10) days with a copy to the Union.

STEP III. If the grievance remains unadjusted after the Department Head's response at Step II, the grievance may be submitted within ten (10) days of the Department Head's response to the City Manager or his/her designee. He/She shall meet with the aggrieved

party, the Department Head, and a Union representative and shall respond to the grievance in writing within thirty (30) days.

STEP IV. If the grievance is not resolved after the City Manager's response at Step III, it may be submitted within ten (10) days of the City Manager's response to a mediator by mutual agreement. The mediator shall be selected by mutual agreement of the parties. If the parties cannot agree upon a mediator within ten (10) days, a mediator will be requested from the Employment Relations Board, Conciliation Service Division. Costs of the mediation shall be split by the parties equally.

STEP V. If the grievance is not resolved after the City Manager's response at Step III or by mediation at Step IV, it may be submitted within ten (10) days of the City Manager's response or the end of mediation to an arbitrator. The arbitrator shall be selected by mutual agreement of the parties. If the parties cannot agree upon an arbitrator within ten (10) days, he shall be chosen in the following manner:

- A. A list of seven (7) Oregon or Washington arbitrators from the State Employee Relations Board shall be requested and the parties shall alternately strike one (1) name from the list until only one (1) name is left. The Union shall strike the first name, and the one remaining shall be the arbitrator.
- B. The arbitrator shall render a decision within a reasonable time. The decision of the arbitrator shall be binding on both parties.
- C. The cost of the arbitrator shall be borne equally by both parties. Each party shall be responsible for costs of presenting its own case to arbitration.
- D. 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.

Any time limits specified in the grievance procedure may be waived by mutual consent of the parties. Failure to submit or process the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure of the City to respond to a grievance in a timely fashion shall automatically advance the grievance to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the Union or the employee that the matter has been resolved.

For purposes of this Article, "days" shall mean Monday through Friday, excluding holidays.

ARTICLE 25 - EMPLOYEE EVALUATIONS

25.1 Each employee shall be evaluated in writing by their supervisor at six (6) months

from date of hire and annually from date of hire or promotion thereafter. Evaluations may be written on a more frequent basis if deemed necessary and appropriate by either the employee or the supervisor. Both parties agree that an employee has the right to agree or disagree with an evaluation and that the employee has the right to provide a written response to an evaluation. Such response, along with the original evaluation, shall become a permanent part of the employees' personnel file.

- 25.2 Neither the evaluation process nor the contents of employee evaluations are subject to the grievance process of the agreement. An employee may request a review of the evaluation by the City Manager and/or Human Resources Manager.

ARTICLE 26 - PERSONNEL RECORDS

- 26.1 The City shall maintain an official personnel file on each employee of the City. No material shall be placed in an employee's personnel file without the knowledge of the employee. Any employee, or representative with written permission of the employee, shall have the right to review the contents of their own personnel file and obtain copies of the content of said file. At their option, they may request to be accompanied by a Union representative of their choosing. An employee may respond in writing to any item placed in their personnel file and said response shall become part of their personnel file.
- 26.2 Written reprimands and any response written by the employee shall be considered temporary contents of the personnel file and shall be removed, upon the request of the employee, anytime after eighteen (18) months have passed from the date of the reprimand if there are no related problems during that period. All other disciplinary actions shall be removed, upon request of the employee, at the end of three (3) years from the date of the disciplinary action, provided there is no subsequent related disciplinary action taken during the intervening period of time.

ARTICLE 27 - SAFETY PROGRAM

- 27.1 City and employees agree to abide by federal and state safety regulations per applicable law including Oregon OSHA rules and regulations.
- 27.2 Employees and management share responsibility to ensure a safe work environment. Employees observing an unsafe act or condition are responsible for reporting the act or condition to a management employee as soon as possible. Employees may request an ergonomics assessment of their workspace in order to ensure safe and healthy working conditions.
- 27.3 Effective upon signing this agreement, the City shall provide at no cost to employees, a hepatitis prevention program for employees who are at risk of exposure due to their positions as determined by the City.

27.4 Safety Committee.

The Union shall be able to appoint at least one bargaining unit member to the safety committee. The bargaining unit member's attendance at the safety committee meeting shall not interfere with the member's duties, as determined by the member's supervisor. Attendance at the safety committee meeting shall not put the bargaining unit member in overtime status.

ARTICLE 28 - CLOTHING

28.1 Protective clothing shall be furnished to all employees whenever it shall be deemed necessary for health and safety reasons including such items as hard hats, safety vests, safety glasses, ear plugs or masks. In addition, the City shall furnish appropriate rain gear to those employees required to work in inclement weather conditions.

28.2 Mechanics shall be furnished overalls. The cleaning of overalls shall be the responsibility of the City.

28.3 The City shall provide Utility Workers I and II, Public Works Program Specialist, Building Inspectors, WTP Operators, Mechanics and Engineering Technicians an allowance payable as gross wages for the purchase of safety footwear, rubber boots, and jeans. Footwear must meet OSHA rules and standards recommended by the City's worker's compensation carrier based on a PPE assessment of the tasks performed by job position. Employees must possess boots meeting the standards outlined above by September 30, 2017.

Job Classification	Footwear/Jean Allowance	Footwear/Jean Allowance Frequency
Utility Worker I and II	\$375.00	Annually
PW Program Specialist	\$375.00	Annually
Building Inspector	\$325.00	Annually
WTP Operator	\$375.00	Annually
Mechanic	\$150.00	Every 2 years
Engineering Technician	\$150.00	Every 2 years

The City will supply shirts, jackets, raingear and suspenders, gloves and safety equipment, upon hiring for Public Works and Parks personnel. Such clothing and equipment shall be replaced on demonstration of failure of equipment or clothing.

ARTICLE 29 - SUBSTANCE ABUSE POLICY

The City and the Union agree to abide by the provisions of the Substance Abuse Policy as approved by the City Council.

ARTICLE 30 - DEFERRED COMPENSATION

Employees shall have the option of participating in any 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. Employees who are enrolled in the City's Defined Contribution Retirement Plan as outlined in Article 14.2, and who elect to participate in the City match, must elect to have their deferred compensation deductions withheld from their paycheck as a percentage of gross wages.

ARTICLE 31 - UNION BUSINESS

31.1 Reasonable Time to Engage and Access to Employees.

Designated Union representatives shall be allowed reasonable time to engage in union activities as required by applicable law. The Union shall be allowed reasonable access to bargaining unit members as required by applicable law. The City shall provide the Union with information regarding bargaining unit members as required by applicable law.

31.2 Members of the bargaining unit selected to serve as a designated Union representative for the purposes of Section 31.1, above, shall be certified in writing to the City.

31.3 Time for Collective Bargaining.

The City shall pay up to three (3) members of the Union negotiating team for their time spent in contract negotiations. Pay for time spent negotiating shall not be or cause overtime.

31.4 Notification to Supervisor.

The City will allow for all other union activities as required by law, for designated union representatives/shop stewards, however, employees must notify supervisor or department head in advance of those activities, including anticipated amount of time required. The supervisor will determine whether the time away interferes with the employee's work and shall work with the employee on scheduling alternative time if necessary. Employees shall track the time spent in union business activities during normal work hours on their timesheet.

ARTICLE 32 - CONTRACTING/SUBCONTRACTING

The Union recognizes that the City retains the right to contract and subcontract work as it determines; provided that as to work presently and regularly performed by members of the bargaining unit, the City agrees to afford an opportunity to the Union to

meet and discuss the effect of such action on the employment level of its members prior to finalizing and implementing its decision. The City agrees to give consideration to alternatives such as work force reduction by attrition, transfers to open vacancies and preferential rehiring when such contracting action shall affect the employment level. Such considerations shall be within the City's primary requirement to maintain broad authority over its operations in order to provide efficient and economic services to the citizens of the community.

ARTICLE 33 - OUTSIDE EMPLOYMENT

- 33.1 In order for employees to engage in outside employment, the position must:
- be compatible with the employee's City duties
 - in no way detract from the efficiency of the employee in performing City duties
 - present no conflict of interest with City affairs
 - not take preference over extra duty required by City employment.
- 33.2 Employees engaging in outside employment shall notify their Department Head in writing and shall specify the nature of the work and number of hours to be worked.
- 33.3 Employees who become injured or ill through any outside employment shall not be eligible to receive workers' compensation from the City.

ARTICLE 34 - FUNDING

- 34.1 The parties to this agreement recognize that revenue needed to fund this agreement must be approved annually by established budget procedures and in certain circumstances by a vote of the citizens of the City of Forest Grove. All such wages and benefits are therefore contingent upon sources of revenue and, in certain instances, the voters of the City.
- 34.2 In the event of budget reductions by the Budget Committee or the City Council or lack of approval by the voters, the parties agree to meet and confer to seek the best possible alternatives to layoff and/or cutback services with the desired end result to be to offer employment opportunities to existing bargaining unit members whenever and wherever possible.

ARTICLE 35 - SCOPE OF AGREEMENT

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

- 35.2 Conditions of employment not covered by this agreement and which are considered mandatory subjects for bargaining under Oregon Law shall be maintained without change during the life of this agreement, unless modified by mutual agreement between the City and the Union.

ARTICLE 36 - SAVINGS CLAUSE

- 36.1 Should any section or portion thereof of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion thereof directly specified in the decision.

Upon the issuance of a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

- 36.2 In the event of a conflict between the provisions of this agreement and the Personnel Manual of the City, the provisions of this agreement shall be deemed controlling. If a subject is not addressed by this agreement, the Personnel Manual of the City shall be controlling.

ARTICLE 37 - TERM OF AGREEMENT

- 37.1 This Agreement shall be effective July 1, 2026, and shall remain in effect until June 30, 2029.
- 37.2 After June 30, 2029, this Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing between January 1 and March 1 that they wish to modify this Agreement. This Agreement shall remain in full force and effect during the period of negotiations.
- 37.3 This Agreement shall not be modified in whole or in part by the parties covered by instrument, in writing, duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2026.

FOR THE UNION:

FOR THE CITY:

Chris Stout, Council 75 Rep

Jesse VanderZanden, City Manager

Michelle Stromberg, Local 3786 President

ADDENDUM A

Accounting Technician	A25
Administrative Assistant	A27
Administrative Specialist I	A15
Administrative Specialist II	A21
Adult Services Librarian	A32
Aquatic Program Specialist	A11
Assistant Planner	A31
Associate Planner	A40
Building Inspector I	A36
Building Inspector II	A40
Communications & Programs Assistant	A28
Communications/Program Coordinator	A38
Economic Development Program Coordinator	A43
Energy Efficiency Program Coordinator	A28
Engineering Technician	A33
Engineering Technician Trainee	A28
Facility Maintenance Technician	A29
GIS Analyst	A41
GIS Coordinator	A43
IT Services Specialist I	A29
IT Services Specialist II	A34
IT Services Specialist III	A37
Janitor	A12
Library Assistant	A13
Library Associate	A21
Mechanic	A30
Network Administrator	A47
Parks Maintenance Technician I	A23
Parks Maintenance Technician II	A29
Payroll Coordinator	A32
Permit Coordinator	A25
Permit Technician	A28
Program Coordinator	A35
Public Works Program Specialist	A32
Public Works Utility Worker I	A23
Public Works Utility Worker II	A30
Public Works Utility Worker III	A33

Senior Planner	A46
Systems Administrator	A47
Utility Billing Specialist	A28
Utility Worker II/Water Treatment Plant Operator	A29
Water Treatment Plant Operator I	A33
Water Treatment Plant Operator II	A34
Water Treatment Plant Operator III	A38
Water Treatment Plant Operator Trainee	A31
Youth Services Librarian	A32

ADDENDUM B
CLASSIFICATION AND WAGES
Effective July 1, 2026

July 1, 2026 Wages with 2.00% Market Adjustment + 4.00% COLA						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A10	3,879 22.3789	4,035 23.2789	4,197 24.2135	4,364 25.1769	4,538 26.1808	4,721 27.2365
A11 Aquatic Program Specialist	3,959 22.8404	4,116 23.7461	4,280 24.6923	4,452 25.6846	4,631 26.7173	4,815 27.7789
A12 Janitor	4,037 23.2904	4,200 24.2308	4,366 25.1885	4,541 26.1981	4,723 27.2481	4,913 28.3443
A13 Library Assistant	4,118 23.7578	4,282 24.7039	4,454 25.6961	4,634 26.7346	4,817 27.7904	5,010 28.9039
A14	4,201 24.2365	4,368 25.2000	4,543 26.2096	4,725 27.2596	4,915 28.3558	5,111 29.4865
A15 Administrative Specialist I	4,285 24.7211	4,456 25.7078	4,636 26.7461	4,819 27.8019	5,012 28.9154	5,212 30.0693
A16	4,369 25.2058	4,544 26.2154	4,726 27.2654	4,916 28.3615	5,112 29.4923	5,317 30.6750
A17	4,457 25.7135	4,637 26.7519	4,820 27.8078	5,013 28.9211	5,214 30.0808	5,422 31.2808
A18	4,547 26.2328	4,729 27.2828	4,918 28.3791	5,114 29.5039	5,320 30.6923	5,530 31.9039
A19	4,638 26.7578	4,822 27.8193	5,014 28.9269	5,215 30.0865	5,423 31.2865	5,641 32.5443
A20	4,730 27.2885	4,919 28.3789	5,115 29.5096	5,321 30.6981	5,533 31.9211	5,755 33.2019
A21 Library Associate, Administrative Specialist II	4,825 27.8365	5,017 28.9443	5,217 30.0981	5,426 31.3039	5,643 32.5558	5,868 33.8539
A22	4,920 28.3846	5,116 29.5154	5,322 30.7039	5,534 31.9269	5,757 33.2135	5,986 34.5346
A23 Public Works Utility Worker I, Parks Maintenance Technician I	5,019 28.9558	5,219 30.1096	5,430 31.3269	5,646 32.5731	5,873 33.8828	6,107 35.2328
A24	5,120 29.5385	5,325 30.7211	5,537 31.9443	5,760 33.2308	5,992 34.5693	6,229 35.9365
A25 Accounting Technician, Permit Coordinator	5,223 30.1328	5,434 31.3500	5,650 32.5961	5,876 33.9000	6,111 35.2558	6,356 36.6693
A26	5,327 30.7328	5,539 31.9558	5,763 33.2481	5,995 34.5865	6,233 35.9596	6,484 37.4078
A27 Administrative Assistant	5,438 31.3731	5,653 32.6135	5,880 33.9231	6,116 35.2846	6,359 36.6865	6,612 38.1461
A28 Permit Technician, Comm & Program Assistant, Energy Efficiency Program Coord, UB Specialist	5,542 31.9731	5,765 33.2596	5,997 34.5981	6,236 35.9769	6,486 37.4193	6,744 38.9078
A29 IT Services Specialist I, Facility Maint Tech, Parks Maintenance Tech II	5,654 32.6193	5,881 33.9289	6,117 35.2904	6,362 36.7039	6,615 38.1635	6,880 39.6923
A30 Mechanic, Public Works Utility Worker II	5,768 33.2769	5,999 34.6096	6,240 36.0000	6,488 37.4308	6,747 38.9250	7,016 40.4769

A31	WTPO Trainee, Assistant Planner	5,882 33.9346	6,118 35.2961	6,363 36.7096	6,617 38.1750	6,882 39.7039	7,157 41.2904
A32	Payroll Coordinator, Youth Services Librarian, Adult Services Librarian, Public Works Program Specialist	6,000 34.6154	6,241 36.0058	6,490 37.4423	6,749 38.9365	7,019 40.4943	7,299 42.1096
A33	Water Treatment Plant Operator I, Public Works Utility Worker III, Engineering Technician	6,119 35.3019	6,364 36.7154	6,618 38.1808	6,884 39.7154	7,159 41.3019	7,446 42.9578
A34	Water Treatment Plant Operator II, IT Services Specialist II	6,243 36.0173	6,492 37.4539	6,752 38.9539	7,021 40.5058	7,301 42.1211	7,594 43.8115
A35		6,366 36.7269	6,620 38.1923	6,886 39.7269	7,161 41.3135	7,449 42.9750	7,746 44.6885
A36	Building Inspector I	6,494 37.4654	6,754 38.9654	7,025 40.5289	7,305 42.1443	7,597 43.8289	7,901 45.5828
A37	IT Services Specialist III	6,623 38.2096	6,888 39.7385	7,165 41.3365	7,452 42.9923	7,748 44.7000	8,059 46.4943
A38	Water Treatment Plant Operator III	6,756 38.9769	7,027 40.5404	7,307 42.1558	7,600 43.8461	7,903 45.5943	8,219 47.4173
A39		6,890 39.7500	7,167 41.3481	7,454 43.0039	7,750 44.7115	8,062 46.5115	8,385 48.3750
A40	Building Inspector II, Associate Planner	7,030 40.5578	7,310 42.1731	7,603 43.8635	7,906 45.6115	8,223 47.4404	8,552 49.3385
A41	GIS Analyst	7,170 41.3654	7,457 43.0211	7,756 44.7461	8,065 46.5289	8,388 48.3923	8,723 50.3250
A42		7,313 42.1904	7,607 43.8865	7,910 45.6346	8,227 47.4635	8,556 49.3615	8,898 51.3346
A43	Economic Development Program Coordinator, GIS Coordinator	7,460 43.0385	7,758 44.7578	8,067 46.5404	8,390 48.4039	8,725 50.3365	9,076 52.3615
A44		7,610 43.9039	7,915 45.6635	8,230 47.4808	8,560 49.3846	8,901 51.3519	9,257 53.4058
A45		7,762 44.7808	8,071 46.5635	8,393 48.4211	8,729 50.3596	9,079 52.3789	9,442 54.4731
A46	Senior Planner	7,917 45.6750	8,232 47.4923	8,563 49.4019	8,904 51.3693	9,261 53.4289	9,631 55.5635
A47	Network Administrator, Systems Administrator	8,076 46.5923	8,397 48.4443	8,733 50.3828	9,083 52.4019	9,445 54.4904	9,822 56.6654
A48		8,235 47.5096	8,566 49.4193	8,906 51.3808	9,264 53.4461	9,634 55.5808	10,018 57.7961
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.							

ADDENDUM B
CLASSIFICATION AND WAGES
Effective July 1, 2027

July 1, 2027 Wages with 3.75% Increase						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A10	4,024 23.2154	4,186 24.1500	4,354 25.1193	4,528 26.1231	4,708 27.1615	4,898 28.2578
A11 Aquatic Program Specialist	4,107 23.6943	4,270 24.6346	4,441 25.6211	4,619 26.6481	4,805 27.7211	4,996 28.8231
A12 Janitor	4,188 24.1615	4,358 25.1423	4,530 26.1346	4,711 27.1789	4,900 28.2693	5,097 29.4058
A13 Library Assistant	4,272 24.6461	4,443 25.6328	4,621 26.6596	4,808 27.7385	4,998 28.8346	5,198 29.9885
A14	4,359 25.1481	4,532 26.1461	4,713 27.1904	4,902 28.2808	5,099 29.4173	5,303 30.5943
A15 Administrative Specialist I	4,446 25.6500	4,623 26.6711	4,810 27.7500	5,000 28.8461	5,200 30.0000	5,407 31.1943
A16	4,533 26.1519	4,714 27.1961	4,903 28.2865	5,100 29.4231	5,304 30.6000	5,516 31.8231
A17	4,624 26.6769	4,811 27.7558	5,001 28.8519	5,201 30.0058	5,410 31.2115	5,625 32.4519
A18	4,718 27.2193	4,906 28.3039	5,102 29.4346	5,306 30.6115	5,520 31.8461	5,737 33.0981
A19	4,812 27.7615	5,003 28.8635	5,202 30.0115	5,411 31.2173	5,626 32.4578	5,853 33.7673
A20	4,907 28.3096	5,103 29.4404	5,307 30.6173	5,521 31.8519	5,740 33.1154	5,971 34.4481
A21 Library Associate, Administrative Specialist II	5,006 28.8808	5,205 30.0289	5,413 31.2289	5,629 32.4750	5,855 33.7789	6,088 35.1231
A22	5,105 29.4519	5,308 30.6231	5,522 31.8578	5,742 33.1269	5,973 34.4596	6,210 35.8269
A23 Public Works Utility Worker I, Parks Maintenance Technician I	5,207 30.0404	5,415 31.2404	5,634 32.5039	5,858 33.7961	6,093 35.1519	6,336 36.5539
A24	5,312 30.6461	5,525 31.8750	5,745 33.1443	5,976 34.4769	6,217 35.8673	6,463 37.2865
A25 Accounting Technician, Permit Coordinator	5,419 31.2635	5,638 32.5269	5,862 33.8193	6,096 35.1693	6,340 36.5769	6,594 38.0423
A26	5,527 31.8865	5,747 33.1558	5,979 34.4943	6,220 35.8846	6,467 37.3096	6,727 38.8096
A27 Administrative Assistant	5,642 32.5500	5,865 33.8365	6,101 35.1981	6,345 36.6058	6,597 38.0596	6,860 39.5769
A28 Permit Technician, Comm & Program Assistant, Energy Efficiency Program Coord, UB Specialist	5,750 33.1731	5,981 34.5058	6,222 35.8961	6,470 37.3269	6,729 38.8211	6,997 40.3673
A29 IT Services Specialist I, Facility Maint Tech, Parks Maintenance Tech II	5,866 33.8423	6,102 35.2039	6,346 36.6115	6,601 38.0828	6,863 39.5943	7,138 41.1808
A30 Mechanic, Public Works Utility Worker II	5,984 34.5231	6,224 35.9078	6,474 37.3500	6,731 38.8328	7,000 40.3846	7,279 41.9943

A31	WTPO Trainee, Assistant Planner	6,103 35.2096	6,347 36.6173	6,602 38.0885	6,865 39.6058	7,140 41.1923	7,425 42.8365
A32	Payroll Coordinator, Youth Services Librarian, Adult Services Librarian, Public Works Program Specialist	6,225 35.9135	6,475 37.3558	6,733 38.8443	7,002 40.3961	7,282 42.0115	7,573 43.6904
A33	Water Treatment Plant Operator I, Public Works Utility Worker III, Engineering Technician	6,348 36.6231	6,603 38.0943	6,866 39.6115	7,142 41.2039	7,427 42.8481	7,725 44.5673
A34	Water Treatment Plant Operator II, IT Services Specialist II	6,477 37.3673	6,735 38.8558	7,005 40.4135	7,284 42.0231	7,575 43.7019	7,879 45.4558
A35		6,605 38.1058	6,868 39.6231	7,144 41.2154	7,430 42.8654	7,728 44.5846	8,036 46.3615
A36	Building Inspector I	6,738 38.8731	7,007 40.4250	7,288 42.0461	7,579 43.7250	7,882 45.4731	8,197 47.2904
A37	IT Services Specialist III	6,871 39.6404	7,146 41.2269	7,434 42.8885	7,731 44.6019	8,039 46.3789	8,361 48.2365
A38	Water Treatment Plant Operator III	7,009 40.4365	7,291 42.0635	7,581 43.7365	7,885 45.4904	8,199 47.3019	8,527 49.1943
A39		7,148 41.2385	7,436 42.9000	7,734 44.6193	8,041 46.3904	8,364 48.2539	8,699 50.1865
A40	Building Inspector II, Associate Planner	7,294 42.0808	7,584 43.7539	7,888 45.5078	8,202 47.3193	8,531 49.2173	8,873 51.1904
A41	GIS Analyst	7,439 42.9173	7,737 44.6365	8,047 46.4250	8,367 48.2711	8,703 50.2096	9,050 52.2115
A42		7,587 43.7711	7,892 45.5308	8,207 47.3481	8,536 49.2461	8,877 51.2135	9,232 53.2615
A43	Economic Development Program Coordinator, GIS Coordinator	7,740 44.6539	8,049 46.4365	8,370 48.2885	8,705 50.2211	9,052 52.2231	9,416 54.3231
A44		7,895 45.5481	8,212 47.3769	8,539 49.2635	8,881 51.2365	9,235 53.2789	9,604 55.4078
A45		8,053 46.4596	8,374 48.3115	8,708 50.2385	9,056 52.2461	9,419 54.3404	9,796 56.5154
A46	Senior Planner	8,214 47.3885	8,541 49.2750	8,884 51.2539	9,238 53.2961	9,608 55.4308	9,992 57.6461
A47	Network Administrator, Systems Administrator	8,379 48.3404	8,712 50.2615	9,060 52.2693	9,424 54.3693	9,799 56.5328	10,190 58.7885
A48		8,544 49.2923	8,887 51.2711	9,240 53.3078	9,611 55.4481	9,995 57.6635	10,394 59.9654
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.							

ADDENDUM B
CLASSIFICATION AND WAGES
Effective July 1, 2028

July 1, 2028 Wages with 3.25% Increase						
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
A10	4,155 23.9711	4,322 24.9346	4,496 25.9385	4,675 26.9711	4,861 28.0443	5,057 29.1750
A11 Aquatic Program Specialist	4,240 24.4615	4,409 25.4365	4,585 26.4519	4,769 27.5135	4,961 28.6211	5,158 29.7578
A12 Janitor	4,324 24.9461	4,500 25.9615	4,677 26.9828	4,864 28.0615	5,059 29.1865	5,263 30.3635
A13 Library Assistant	4,411 25.4481	4,587 26.4635	4,771 27.5250	4,964 28.6385	5,160 29.7693	5,367 30.9635
A14	4,501 25.9673	4,679 26.9943	4,866 28.0731	5,061 29.1981	5,265 30.3750	5,475 31.5865
A15 Administrative Specialist I	4,590 26.4808	4,773 27.5365	4,966 28.6500	5,163 29.7865	5,369 30.9750	5,583 32.2096
A16	4,680 27.0000	4,867 28.0789	5,062 29.2039	5,266 30.3808	5,476 31.5923	5,695 32.8558
A17	4,774 27.5423	4,967 28.6558	5,164 29.7923	5,370 30.9808	5,586 32.2269	5,808 33.5078
A18	4,871 28.1019	5,065 29.2211	5,268 30.3923	5,478 31.6039	5,699 32.8789	5,923 34.1711
A19	4,968 28.6615	5,166 29.8039	5,371 30.9865	5,587 32.2328	5,809 33.5135	6,043 34.8635
A20	5,066 29.2269	5,269 30.3981	5,479 31.6096	5,700 32.8846	5,927 34.1943	6,165 35.5673
A21 Library Associate, Administrative Specialist II	5,169 29.8211	5,374 31.0039	5,589 32.2443	5,812 33.5308	6,045 34.8750	6,286 36.2654
A22	5,271 30.4096	5,481 31.6211	5,701 32.8904	5,929 34.2058	6,167 35.5789	6,412 36.9923
A23 Public Works Utility Worker I, Parks Maintenance Technician I	5,376 31.0154	5,591 32.2558	5,817 33.5596	6,048 34.8923	6,291 36.2943	6,542 37.7423
A24	5,485 31.6443	5,705 32.9135	5,932 34.2231	6,170 35.5961	6,419 37.0328	6,673 38.4981
A25 Accounting Technician, Permit Coordinator	5,595 32.2789	5,821 33.5828	6,053 34.9211	6,294 36.3115	6,546 37.7654	6,808 39.2769
A26	5,707 32.9250	5,934 34.2346	6,173 35.6135	6,422 37.0500	6,677 38.5211	6,946 40.0731
A27 Administrative Assistant	5,825 33.6058	6,056 34.9385	6,299 36.3404	6,551 37.7943	6,811 39.2943	7,083 40.8635
A28 Permit Technician, Comm & Program Assistant, Energy Efficiency Program Coord, UB Specialist	5,937 34.2519	6,175 35.6250	6,424 37.0615	6,680 38.5385	6,948 40.0846	7,224 41.6769
A29 IT Services Specialist I, Facility Maint Tech, Parks Maintenance Tech II	6,057 34.9443	6,300 36.3461	6,552 37.8000	6,816 39.3231	7,086 40.8808	7,370 42.5193
A30 Mechanic, Public Works Utility Worker II	6,178 35.6423	6,426 37.0731	6,684 38.5615	6,950 40.0961	7,228 41.7000	7,516 43.3615

A31	WTPO Trainee, Assistant Planner	6,301 36.3519	6,553 37.8058	6,817 39.3289	7,088 40.8923	7,372 42.5308	7,666 44.2269
A32	Payroll Coordinator, Youth Services Librarian, Adult Services Librarian, Public Works Program Specialist	6,427 37.0789	6,685 38.5673	6,952 40.1078	7,230 41.7115	7,519 43.3789	7,819 45.1096
A33	Water Treatment Plant Operator I, Public Works Utility Worker III, Engineering Technician	6,554 37.8115	6,818 39.3346	7,089 40.8981	7,374 42.5423	7,668 44.2385	7,976 46.0154
A34	Water Treatment Plant Operator II, IT Services Specialist II	6,688 38.5846	6,954 40.1193	7,233 41.7289	7,521 43.3904	7,821 45.1211	8,135 46.9328
A35		6,820 39.3461	7,091 40.9096	7,376 42.5539	7,671 44.2558	7,979 46.0328	8,297 47.8673
A36	Building Inspector I	6,957 40.1365	7,235 41.7404	7,525 43.4135	7,825 45.1443	8,138 46.9500	8,463 48.8250
A37	IT Services Specialist III	7,094 40.9269	7,378 42.5654	7,676 44.2846	7,982 46.0500	8,300 47.8846	8,633 49.8058
A38	Water Treatment Plant Operator III	7,237 41.7519	7,528 43.4308	7,827 45.1558	8,141 46.9673	8,465 48.8365	8,804 50.7923
A39		7,380 42.5769	7,678 44.2961	7,985 46.0673	8,302 47.8961	8,636 49.8231	8,982 51.8193
A40	Building Inspector II, Associate Planner	7,531 43.4481	7,830 45.1731	8,144 46.9846	8,469 48.8596	8,808 50.8154	9,161 52.8519
A41	GIS Analyst	7,681 44.3135	7,988 46.0846	8,309 47.9365	8,639 49.8404	8,986 51.8423	9,344 53.9078
A42		7,834 45.1961	8,148 47.0078	8,474 48.8885	8,813 50.8443	9,166 52.8808	9,532 54.9923
A43	Economic Development Program Coordinator, GIS Coordinator	7,992 46.1078	8,311 47.9481	8,642 49.8578	8,988 51.8539	9,346 53.9193	9,722 56.0885
A44		8,152 47.0308	8,479 48.9173	8,817 50.8673	9,170 52.9039	9,535 55.0096	9,916 57.2078
A45		8,315 47.9711	8,646 49.8808	8,991 51.8711	9,350 53.9423	9,725 56.1058	10,114 58.3500
A46	Senior Planner	8,481 48.9289	8,819 50.8789	9,173 52.9211	9,538 55.0269	9,920 57.2308	10,317 59.5211
A47	Network Administrator, Systems Administrator	8,651 49.9096	8,995 51.8943	9,354 53.9654	9,730 56.1346	10,117 58.3673	10,521 60.6981
A48		8,822 50.8961	9,176 52.9385	9,540 55.0385	9,923 57.2481	10,320 59.5385	10,732 61.9154

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.

Addendum C

Letter of Agreement: Labor Management Committee

This Letter of Agreement is between The City of Forest Grove and AFSCME Local 3786.

The parties agree to form a labor management committee to share information, facilitate communication and work to resolve issues using the interest-based problem solving method to attempt to reach consensus. The committee will have two (2) employee members appointed by the Union and two (2) management employees determined by the City, unless the committee mutually agrees otherwise. The committee will meet when necessary, but at least once each calendar quarter, unless it mutually agrees otherwise. The committee will meet during normal business hours and meetings will generally last one hour.

Committee members' participation in meetings will subject to approval of their supervisor. Members will be in pay status during the time spent in committee meetings. Approved time spent in meetings will not be charged to accrued leave nor considered overtime worked.

The committee has no authority to contravene any provision of this Collective Bargaining Agreement, enter into any agreements binding on the parties to this Agreement, or resolve issues or disputes surrounding the implementation of this Agreement. The committee actions do not affect the grievance and arbitration procedure described in Article 24 (Grievance Procedure).

RESOLUTION NO. 2026-40

RESOLUTION ADOPTING CITY MANAGER'S PERFORMANCE REVIEW

WHEREAS, Michael "Jesse" VanderZanden was appointed City Manager effective August 1st, 2015; and

WHEREAS, the City Council shall evaluate the City Manager's performance at least once a year in accordance with the City Manager's Employment Agreement, Section 6; and

WHEREAS, the City Council evaluated the performance of the City Manager in Executive Sessions under ORS 192.660(i) held on June 8th and June 22nd, 2026.

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

Section 1. The City Council hereby accepts City Manager Performance Review dated June 22, 2026.

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

PRESENTED AND PASSED this 24th day of August, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 24th day of August, 2026.

Malynda H. Wenzl, Mayor

RESOLUTION NO. 2026-41

**RESOLUTION AUTHORIZING COMPENSATION
FOR CITY MANAGER FOR FISCAL YEAR 2026-27**

WHEREAS, Michael “Jesse” VanderZanden was appointed as City Manager effective August 1, 2015; and

WHEREAS, the City Council evaluated the performance of the City Manager in Executive Sessions under ORS 192.660(i) held on June 8 and June 22, 2026; and

WHEREAS, the City Council shall set by resolution the City Manager’s base salary upon conclusion of the performance review, which Council accepted pursuant to Resolution No. 2023-43 in accordance with the City Manager’s Employment Agreement, Sections 5 and 6; and

WHEREAS, the City Council will set the amount of the vehicle allowance annually as part of the City Manager’s compensation resolution in accordance with the City Manager’s Employment Agreement, Section 9.

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

Section 1. The City Manager’s base salary shall be as follows, effective July 1, 2026, through June 30, 2027: \$_____ per month; \$_____ annually (___% increase).

Section 2. The City Manager’s vehicle allowance in lieu of the City providing the use of a city-owned vehicle shall be as follows, effective July 1, 2026, through June 30, 2027: \$_____ per month; \$_____ annually (___% increase).

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

PRESENTED AND PASSED this 24th day of August, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 24th day of August, 2026.

Malynda H. Wenzl, Mayor