

John L. Poole

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Monday,
August 10, 2026

Dan Atchison, City Attorney
City of Salem

Via email to cityattorney@cityofsalem.net

**Re: Public Meetings Law grievance
concerning the July 13, 2026
Salem City Council meeting - Grievance II**

Dear Mr. Atchison,

I submit this written grievance concerning the Salem City Council's July 13, 2026 meeting.

This grievance is separate from my August 7, 2026 grievance already filed concerning the failure of the published agenda to identify City Manager Krishna Namburi's planned presentation concerning Verrus, LLC ("Verrus")¹, the proposed data center², and the 3-page document titled "NON-DISCLOSURE AGREEMENT" ("NDA"). EXHIBIT 5.

The gravamen of my complaint involves agency and subsequent ratifi-

1 VERRUS, LLC is registered in Delaware and registered in Oregon on April 14, 2026, just over a year after the date of the NDA. EXHIBIT 1. Verrus is related to Google. EXHIBIT 2.

2 The \$5.1 billion proposal may be the 3rd largest project ever undertaken in the history of the State of Oregon's. See [Top 5 Projects](#). The project was promoted by Strategic Economic Development Corporation Of The Mid-Willamette Valley, Oregon, aka SEDCOR, Mayor Hoy is a board member of SEDCOR. EXHIBIT 3. The SEDCOR Annual Report for 2025 lists the Mill Creek data center as one of its accomplishments. EXHIBIT 4. It is unknown what data center and whether Mayor Hoy has knowledge of what SEDCOR activities are or were being pursued within the City of Salem.

The practical scope of the claimed secrecy is also difficult to reconcile with contemporaneous public records. SED-

cation of unauthorized acts. A chronology of current City Manager Namburi shows (EXHIBIT 15) that Krishna Namburi was appointed Interim City Manager on March 24, 2025, and then on March 27, 2025, (EXHIBIT 7, page 9) she affixed her signature in the capacity of "Interim City Manager" to the NDA. EXHIBIT 5.

Specifically, this grievance concerns a related but distinct matter: **the Council's acquiescence in, acceptance of, and continuation of a contractual and administrative course of conduct undertaken in the City's name, after the Council was publicly informed of that conduct on July 13.** I acknowledge that this issue may be one of first impression to your office, yet the underpinnings that have placed the City in the "we blew it"³ mode arise from the very problem this grievance attempts to address. Moreover, the failure to formally ratify the NDA suggests that the mayor and council may not have been aware of that option.

The [1996 Salem Charter](#) vests the powers of the City in the Council except as otherwise prescribed.⁴ The Interim City Manager signed a contractual NDA in the City's name. I cannot locate any provision of the [Charter](#), [Council Rules](#), [Council Policy Manual](#), [Salem Revised Code](#), [Public Contracting Rules](#), resolution, or other delegation establishing that an Interim City Manager possessed independent authority to bind the City to this particular NDA without Council authorization.

COR, whose Board of Directors includes Salem Mayor Julie Hoy, reported to Marion County that it had signed an NDA concerning "Project Gridline," that the project had optioned two sites in the Mill Creek Corporate Center, and that SEDCOR was working with the City of Salem on pre-application meetings involving the client's engineers, architects and contractors. Marion County subsequently made that annual report publicly available. Thus, while Salem maintained that the Verrus project could not be disclosed to its own Council and public because of an NDA, substantially identifying information concerning a data-center project at the same Mill Creek Corporate Center involving City of Salem pre-application activity was being reported to the County of Marion and ultimately released publicly.

3 Councilor Brown, City Council hearing August 3, 2026 EXHIBIT 6, p. 1, line 13. :
"I think we blew it." 03:42:47.274.

If the Interim City Manager lacked such delegated authority, or if her authority was incomplete or subject to Council control, then, after disclosure of the material facts, the Council's decision to permit the existing arrangement to stand—by neither repudiating it nor directing that the City cease acting upon it—and the resulting continuation of the City's course of conduct constituted evidence of acquiescence, approval, authorization, or ratification of a matter within the Council's jurisdiction.

Oregon law recognizes that an unauthorized act may be ratified by subsequent conduct, including silence where the circumstances reasonably call for disaffirmance. In Michel v. ICN Pharmaceuticals, Inc., 274 Or 795, 805, 549 P2d 519 (1976), the Oregon Supreme Court explained that when a purported principal learns of an agent's acts "under circumstances which reasonably justify an inference of consent unless the principal discloses his dissent," failure to dissent within a reasonable time may constitute evidence of affirmance. More recently, the Court reiterated that "a principal may ratify the unauthorized acts of an agent by silence," although whether the particular delay and circumstances establish ratification ordinarily presents a question of fact. *Synectic Ventures I, LLC v. EVI Corp.*, 353 Or 62, 77-78, 294 P3d 478 (2012). See also *Cram v. Tippery*, 175 Or 575, 155 P2d 558 (1944) (unauthorized conduct may be ratified where the purported principal, with knowledge of the transaction, subsequently asserts rights arising from it or otherwise treats the transaction as authorized, cites to *Restatement of the Laws of Agency*, § 97).

If the Interim City Manager lacked such delegated authority, or if her authority was at least incomplete or subject to Council control, then the the Council's collective inaction, followed by the City's continued treatment of the arrangement as authorized, is a matter within the Council's jurisdiction.

"I really think we blew it." 03:42:49. [Emphasis added.]

4 See *infra*, Facts and Circumstances, "The Salem Charter places the City's governmental powers in the Council."

If that conduct constituted acquiescence, approval, authorization, or ratification, it was substantive Council business. Yet neither the possible validity or authorization of the NDA, nor Council approval, ratification, acquiescence, rejection, or other disposition of the City's actions under it, appeared on the July 13 agenda.

Although Salem's [Public Contracting Rules](#) ("PCR") 1.4(a) authorizes the City Manager to "execute any contract," that provision appears to be expressly limited by Rules' scope. PCR 1.2(a) provides that the Rules establish procedures for "public contracting," and PCR 1.2(b)(1) expressly provides that the Rules "do not apply" to any contract or agreement to which the Public Contracting Code does not apply.

PCR 1.1(yy) defines that Code as ORS chapters 279A, 279B and 279C. Those chapters govern governmental procurement of goods, services and public improvements and related public-contracting activities. Consistent with those statutes, PCR 1.1(rr) defines "procurement" as purchasing, leasing, renting or otherwise acquiring goods, services, personal services, professional services or a public improvement, and PCR 1.1(w) similarly defines a "public contract" by reference to the acquisition or disposal of property, goods, services or public improvements. The Verrus NDA involved none of those things. Rather, it imposed confidentiality obligations governing exploratory communications. The terms of the NDA, expressly stated on page 1, Section 4 **No Transaction Obligation**, provide the NDA imposed no obligation upon either party to proceed with any transaction. EXHIBIT 5.

Accordingly, the Verrus NDA appears to be an agreement "to which the Public Contracting Code does not apply" within PCR 1.2(b)(1). If so, the Public Contracting Rules –including PCR 1.4(a) – cannot constitute the source of the City Manager's authority to execute it. If

the City contends otherwise, it should identify both the provision of the Public Contracting Code applicable to this NDA and the basis on which the NDA constitutes public contracting under that provision.

For approximately fifteen months, Google's Verrus had the benefit of access to City staff and the opportunity to identify and address potential regulatory, infrastructure, and site-development issues while the existence of the project remained undisclosed to the public. The public was effectively shut out. In fact, when Governor Kotek attempted to cancel the project, Verrus filed for a new project over different properties just days later presumably utilizing everything it had learned in the 15 month meetings and consultations with the city.

This grievance is submitted pursuant to ORS 192.705 and applicable Oregon Government Ethics Commission rules. The meeting at issue occurred July 13, 2026.

Person submitting grievance

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Facts and circumstances

1. The Salem Charter places the City's governmental powers in the Council

Section 6 of the [1996 Salem Charter](#) provides:

Except as this charter prescribes otherwise and as the Oregon Constitution reserves municipal legislative power to the voters of the city, **all powers of the city are vested in the council.** [Boldface added.]

Section 23 "**City Manager**" of the [Charter](#) defines the City Manager⁵ as the City's administrative head and enumerates the Manager's powers and duties. Among other things, the Manager must keep the Council advised of the affairs and needs of the City, see that contractual obligations granted by the City are fulfilled, and "**supervise city contracts.**"

The Charter uses the verb 'supervise,' not 'execute' or 'enter into,' when describing the Manager's authority over City contracts. Had the voters intended § 23 itself to confer general authority upon the Manager to bind the City contractually, the Charter could readily have said so.

The same Charter expressly preserves Council control over City contracts in another important respect. Section 23(10) prohibits individual Council members, except in Council meetings, from attempting to influence the Manager in "decisions regarding city property or contracts." Section 23(10) does not appear to have been part of the Commission's analysis⁶ when Councilor Nishioka, outside a Council meeting, asked former City Manager Keith Stahley to consider submitting his resignation..

⁵ For a section 23 analysis, I'm not limiting to an "Interim" position.

⁶ The Oregon Government Ethics Commission investigation found that Nishioka personally met with Stahley on February 7 and "**asked him to consider submitting a letter of resignation.**" The report further states that she did so after being told a majority of Council wanted him to resign, and that she sought to avoid a contentious public meeting. The Commission analyzed those facts under the **Public Meetings Law**, ultimately finding violations arising from the serial/intermediary meeting process. The Final Order describes the subject matter as Stahley's performance and "whether to terminate City Manager Keith Stahley's employment," but again does not invoke § 23(10). See <https://salemdata.net/CityOfSalem/OGEC/Nishioka/>

If the City relies upon an ordinance, resolution, purchasing rule, administrative delegation, established Council authorization, or other legal authority authorizing the Interim City Manager to execute this NDA without Council approval, the City should identify that authority in its response as well as where in the City Charter the authority is derived.

2. The Interim City Manager entered into what appears to be a binding NDA in the City's name

I am not conceding that the NDA was binding as of July 13, 2026. While there are two parties specified to the agreement and two signatures, whether the agreement was binding pivots on whether the City ratified the City Manager's action, which it did not, or whether subsequent acquiescence is legally sufficient to produce the same effect as express ratification.

The City subsequently disclosed that the Interim City Manager signed the NDA on March 27, 2025 (EXHIBIT 5) and that by the terms of the NDA, there is a recitation that it was executed by both parties on April 10, 2025.

The agreement was not merely an informal understanding concerning discretion in public statements. It prevented the public from knowing what would be happening to land within the City's jurisdiction. Ironically, on the day of the July 27th hearing, the New York Times published an article about how NDAs were being used by promoters of data centers to keep the public in the dark.⁷

Among other provisions, it restricted the City's use and disclosure

⁷ Eli Tan & Maureen Farrell, *How Meta Got Everything It Wanted in a Secret Louisiana Data Center Deal*, N.Y. Times (July 27, 2026), <https://www.nytimes.com/2026/07/27/technology/meta-data-center-louisiana.htm>

of information, made the City responsible for compliance by its representatives, provided for injunctive relief and specific performance in the event of breach, selected Oregon law, and designated Marion County as the exclusive venue for disputes. Interim City Manager Krishna Namburi signed the NDA purportedly on behalf of the City of Salem.

The City thereafter kept secret from the public that City time and resources were being expended for the benefit the Google-affiliated⁸ investment corporation, Verrus, LLC, for approximately fifteen months.⁹ Verrus received a practical benefit: a jump on their competitors and the benefit of a thorough city review ahead of time and before processing where the public would have little, if any, input.

3. City staff performed substantial work while operating under the NDA

The City's July 27 staff report states that during this period Verrus worked with City staff to evaluate:

- transportation access;
- utility capacity;
- site design; and
- environmental considerations.

The City's chronology further describes meetings and pre-application activity extending from March 2025 through 2026. EXHIBIT 7, pp. 9-10.

⁸ See diagram of Google-Alphabet-Sidewalk-Verrus structure in EXHIBIT 2.

⁹ Public Records Request, #R001933-072526, filed July 25, 2026 asked:

How much staff time and/or resources and/or expense has been devoted to the project "proposed data center at Mill Creek Corporate Center, referenced as Agenda Item 5.1 on the Agenda for July 27, 2026?" and was closed for the reason "No Records Exist". EXHIBIT 8.

Thus, the NDA did not concern an abstract or dormant matter. It accompanied an extended course of City activity undertaken in connection with a proposed private investment ultimately represented by the City Manager as approximately \$5.1 billion.

John Poole's attempt to obtain information from councilor Tigan about costs the city incurred relating to Verrus resulted in the response: "I don't have answers.". EXHIBIT 9.

4. By July 13 the Council had been placed on notice about the NDA and the City's conduct under it

At the July 13 Council meeting, City Manager Namburi gave a prepared presentation concerning Verrus and expressly addressed the NDA.

She told the Council that:

- the initial inquiry came through SEDCOR;
- the City had signed an NDA with Verrus;
- the NDA had been handled consistently with what she characterized as the City's normal practice;
- City staff had thereafter participated in introductory and technical meetings with Verrus;
- those meetings addressed site design, transportation access, utilities and environmental considerations; and
- the project potentially involved approximately \$5.1 billion in private investment.

Her written speaking notes confirm that this was a prepared presentation and that she described not merely past events but contemplated "**Next Steps.**" EXHIBIT 10, p. 4.

The City Manager's public 8-1/2 minute "comment" therefore placed the Council, sitting as a quorum in an open Council meeting, on no-

tice that a City officer had signed a document in the City's name and that the City's staff had acted for approximately fifteen months pursuant to and in the context of that arrangement in secret.

Efforts¹⁰ to determine when the Mayor or city councilors learned of the NDA and/or the data center project has had mixed results. There remains the Mayor and four councilors who refuse to state publicly when they learned. EXHIBIT 14.

It remains unknown whether information of a technological or proprietary character requiring nondisclosure was actually provided to the City. See New York Times, *supra*.

5. The Council did not disaffirm the NDA or the City's conduct after learning of it

The July 13 minutes identify City Manager Namburi as speaking under Item 1.2, "Council and City Manager Comment," but record no Council action concerning the authority for the NDA, its validity, or Council approval or disapproval of the City's conduct under it.

No Council member moved to disaffirm or seek Council review of the NDA; they sat silently. The Council did not, during the July 13 meeting:

- declare that the City Manager lacked authority to enter the NDA;
- disaffirm the City's entry into the agreement;
- direct that the City's actions taken pursuant to the arrange-

¹⁰ An email to the mayor and council members sent to the collective and individual email was sent Monday morning of the August 3rd meeting. EXHIBIT 11. At the hearing of August 3rd, a speaker during PUBLIC COMMENT stated "And to Mayor Hoy and the Councillors, we deserve clarity about who knew what and when." <https://www.youtube.com/live/nmUXtavahQ0?si=JqpQzDCVnp5J64i2&t=7624> A follow-up email was sent August 4th to the Mayor and certain counselors who would not share when they learned. EXHIBIT 12.

- ment were unauthorized;
- direct staff to cease the ongoing course of activity;
- require that continued dealings with Verrus first receive Council authorization; or
- place the question of Council approval or ratification before the Council for a noticed future meeting.

Before Namburi's disclosure, the Mayor and Councilors demonstrated the customary character of the COMMENTS portion of the agenda through brief announcements and community updates. EXHIBIT 13. Some examples include

- Councilor Nordyke (6:46) announced her "fourth Garbage Conference"
- Mayor Hoy (06:37) thanked staff .
- Councilor Brown (08:45) highlighted a "few happenings" .
- Mayor Hoy shared (12:48) her feelings about local events.

Instead, the City Manager described the City's continuing role and future activity, including further regulatory evaluation and work toward a Community Benefits Agreement. Her written remarks stated that "[t]he City's role is to ensure" that potential benefits and impacts were evaluated and that "[w]e will also work with the company to develop a Community Benefit Agreement." EXHIBIT 10.

The disclosed course of conduct therefore did not end with the July 13 report. A hearing two weeks later on July 27, 2026, had further staff reports. Attendance was so great that people were left outside the auditorium and overflow room after capacity was reached..

6. The Council's subsequent conduct confirms that the NDA was a matter of Council policy and jurisdiction

At its July 27 meeting, the Council formally considered a motion directing staff to explore options for prohibiting the City from entering into **future** NDAs involving data-center development.

The July 27 agenda described the existing Verrus NDA as having been "executed many months earlier between the City and the developer," and Councilor Varney's motion addressed whether "our current approach strikes the right balance between protecting business confidentiality and maintaining public trust."¹¹

That proceeding demonstrates that whether Salem should enter NDAs concerning data-center development is a matter of Council policy—not merely an internal ministerial function beyond Council jurisdiction.

The July 27 Council chose to address **future** NDAs. It did not undo the City's treatment of the existing Verrus agreement or the City's prior and continuing conduct resulting from it.

It is submitted Councilors may have been unaware that they could disaffirm the prior activity.

There was only one apology to the public:

COUNCILOR BROWN:

And so I can apologize for the fact that I didn't know but I cannot apologize on behalf of the entire council. (03:42:06 [YouTube.](#))

¹¹ EXHIBIT 6, p. 1, line 8.

The basis of this grievance

This grievance does **not** depend upon establishing that the City Manager, then acting as an Interim City manager, deliberately exceeded her authority. The threshold question is simpler: **What authority permitted the City Manager, without prior Council action, to bind the City to the Verrus NDA?**

If the City identifies valid preexisting delegated authority sufficient to execute this particular contract, that fact will bear directly on this grievance.

But if no such authority existed, then the City faced a governmental decision once the Council learned of the contract: whether to reject the unauthorized act or permit it and the resulting course of conduct to stand.

The Salem Charter places City powers in the Council. It specifically gives the Manager responsibility to supervise contracts while expressly contemplating that decisions regarding City contracts remain matters pertinent to Council affairs. Under those circumstances, Council acquiescence is not necessarily legal nothingness. A governing body can act not only by creating an arrangement from the beginning, but also by knowingly accepting, adopting, approving, or permitting the continuation of an act previously undertaken in its name.

The Oregon Government Ethics Commission has itself recently described the relevant Public Meetings Law inquiry in terms of whether members of a governing body are deliberating or deciding **"a matter within the Council's jurisdiction."** In the proceedings concerning Salem Mayor Julie Hoy (OGEC Case #25-159PJS) and Councilor Linda Nishioka (OGECT Case #25-164PJS), the Commission treated a matter

within the City Council's authority to deliberate or decide as Council business subject to the Public Meetings Law.

The Verrus NDA and the City's continuing conduct under and following that agreement were plainly matters involving the City's affairs and, absent a sufficient delegation of authority, matters ultimately within the Council's jurisdiction.

7. If Council acquiescence constituted approval or ratification, it occurred without notice that such Council action was under consideration

The July 13 published agenda did not identify:

- the Verrus NDA;
- the City Manager's authority to enter that NDA;
- Council approval or disapproval of the NDA;
- ratification of the NDA;
- acquiescence in the City's prior conduct;
- authorization of continued City activity concerning Verrus; or
- any decision whether to permit the City's existing course of conduct to continue.

Indeed, the Council announced at the beginning of the meeting that there were no additions or deletions to the agenda.

Under Salem Council Rule 5, "Special Orders of Business" include matters of special importance to Council and management reports. The Rules further provide that new business brought by the Mayor or a Councilor is to appear on the agenda as a special order of business, and that late-added new business "shall not be acted upon at the meeting where first presented."

The underlying Public Meetings Law problem is therefore not merely

that the public lacked advance notice of an informative presentation. If the Council's response to the disclosed facts amounted, legally or practically, to approval, adoption, acquiescence, authorization, or ratification of the existing governmental course of conduct, **a substantive matter within the jurisdiction of the Council was resolved without notice to the public that the matter was before the Council for decision.** The aforesaid is the violation alleged in this grievance.

The circumstantial nature of the allegation

I do not presently possess evidence establishing what each Council member subjectively intended on July 13. See Table of Mayor and City Council Knowledge of NDA. EXHIBIT 14. The relevant evidence concerning Council members' prior knowledge, discussions with City management, legal advice, and communications concerning the NDA is principally within the City's possession.

Accordingly, this grievance does not allege that I can presently prove an express vote or an express oral agreement to ratify the NDA. Rather, I allege that the objective circumstances reasonably support the following sequence:

- 1.The City Manager signed the NDA in the City's name.
- 2.The City operated under that agreement for approximately fifteen months.
- 3.The agreement concerned a project of \$5.1 billion.
- 4.The Council was publicly informed of the agreement and resulting City activity on July 13.
- 5.The Manager represented the City's existing conduct as proper and described continuing City activity.
- 6.The Council did not disaffirm that conduct or require Council authorization before it continued.
- 7.The City thereafter continued treating the NDA and the actions undertaken in connection with it as acts of the City.

8. The Council subsequently considered changing City policy only as to **future** data-center NDAs.

Those circumstances are sufficient, at minimum, to require the City to state whether it contends that the City Manager possessed preexisting authority, or instead whether the Council's acceptance or subsequent conduct supplied the governmental authorization for what had been done.

Alleged violation

ORS 192.640 requires notice of a regular meeting to include the principal subjects anticipated to be considered.

The July 13 Council agenda provided no notice that the Council would consider whether to approve, accept, ratify, disaffirm, or otherwise acquiesce in the City's execution and performance of the Verrus NDA.

If the City Manager lacked sufficient preexisting authority to bind the City independently, the Council was confronted on July 13 with a matter within its jurisdiction: whether the City's contractual and administrative conduct would be accepted and allowed to continue.

The Council's knowing acceptance or acquiescence in that existing course of conduct may constitute governmental action just as an express authorization would. The absence of a formal motion cannot itself provide a means of avoiding the Public Meetings Law if a governing body's collective conduct effectively determines a matter within its jurisdiction.

I therefore allege that, to the extent the Council's July 13 conduct constituted approval, authorization, ratification, or acquiescence necessary to sustain or continue the City's actions concerning the Verrus NDA, the Council considered and acted upon a matter within

its jurisdiction without the notice required by ORS 192.640.

Requested response

Please provide the written response required by the Oregon Public Meetings Law. In particular, please state whether the City:

- 1.admits or denies that City Manager Namburi signed the Verrus NDA on behalf of the City without prior approval by the City Council;
- 2.identifies any Charter provision, ordinance, resolution, administrative rule, procurement provision, written delegation, Council action, or other legal authority existing as of March 27 or April 10, 2025 that authorized the City Manager to enter this NDA without Council approval, and if so, identifies that authority specifically;
- 3.contends that Salem Charter §23's authority to "supervise city contracts" independently authorizes the City Manager to execute contracts of this nature;
- 4.contends that the City Manager possessed inherent administrative authority to enter the Verrus NDA and, if so, identifies the source and limits of that authority;
- 5.admits or denies that a question concerning the validity, approval, authorization, disaffirmance, or continuation of an agreement entered without delegated authority would be a matter within the City Council's jurisdiction;
- 6.contends that Council acquiescence, acceptance, or subsequent conduct cannot, as a matter of law, constitute approval or ratification of an act undertaken by a City officer without prior authority;
- 7.admits or denies that, after the July 13 presentation, the City continued to treat the Verrus NDA and actions undertaken pursuant to it as authorized acts of the City;
- 8.identifies any Council action occurring before July 13, 2026 approving or ratifying the NDA or authorizing the City's performance under it;

9. identifies any Council action occurring on or after July 13 approving, ratifying, accepting, disaffirming, or otherwise determining the validity of the City's execution of the NDA;
10. contends that Council members' collective decision to permit the City's existing course of conduct to continue could occur without constituting consideration or decision of a matter within Council jurisdiction for purposes of Oregon Public Meetings Law; and
11. admits or denies that, if Council approval, acquiescence, or ratification occurred at the July 13 meeting, the published meeting notice failed to identify that matter as a principal subject anticipated to be considered.

Preservation of evidence

Please preserve all records potentially relevant to this grievance, including communications, memoranda, legal analyses, contract-authority determinations, emails, text messages, messaging-platform communications, calendar entries, meeting notes, drafts, and communications through intermediaries concerning:

- authority to sign the Verrus NDA;
- whether Council authorization was required;
- whether the NDA was presented to any Council member before execution;
- Council members' knowledge of the NDA before July 13, 2026;
- whether the Council had approved, accepted, acquiesced in, or ratified the NDA;
- whether the NDA could or should be disaffirmed;
- preparation for the July 13 disclosure;
- Council members' responses to the July 13 disclosure; and
- continued City activity concerning Verrus following July 13.
- Response, or no response, to John Poole's submitted request for the August 3, 2026 hearing pertaining to knowledge about the NDA and data project.
- Response, or no response, to John Poole's emails dated August

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4, 2026, directly to the Mayor and council members Brown, Tigan, Matthews and Gwyn

This preservation request does not allege as an established fact that prohibited serial communications occurred. It is intended to preserve evidence bearing upon the City's authority and the nature of any Council action or acquiescence relevant to this grievance.

Requested corrective action

If the City concludes that the City Manager lacked sufficient preexisting delegated authority and that the Council's subsequent conduct supplied approval, acquiescence, or ratification, I request that the City:

- acknowledge that the matter should have been presented to Council as noticed Council business;
- identify when the City considers Council authorization or ratification to have occurred;
- place the validity and status of the Verrus NDA and the City's prior conduct under it on a properly noticed Council agenda;
- require an express Council determination rather than reliance upon silence or implied acquiescence;
- establish clear written standards governing the City Manager's authority to enter NDAs and similar agreements; and
- provide appropriate Public Meetings Law training concerning governmental action accomplished by acquiescence, consensus, or other means short of a formal roll-call vote.

Please acknowledge receipt of this grievance and provide the City's written response within the period prescribed by law.

Dan Atchison, City Attorney
August 10, 2026
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Yours very truly,

/s/ John L. Poole

John L. Poole

cc: via email – cityrecorder@cityofsalem.net

Attachments:

- EXHIBIT 1 – OR Secretarty State: VERRUS, LLC
- EXHIBIT 2 – Google Tree of Life
- EXHIBIT 3 – SEDCOR Board
- EXHIBIT 4 – SEDCOR 2024-25 Annual Report
- EXHIBIT 5 – NON-DISCLOSURE AGREEMENT
- EXHIBIT 6 – August 3rd Transcription
- EXHIBIT 7 – City Timeline Of Activities
- EXHIBIT 8 – Salem Public Records Req. #R001933-072526
- EXHIBIT 9 – Tigan Costs
- EXHIBIT 10 – Namburi July 13th Talk Points
- EXHIBIT 11 – Email of John Poole Aug. 3rd
- EXHIBIT 12 – Emails of John Poole Aug. 4th
- EXHIBIT 13 – Partial Transcript July 13, 2026
- EXHIBIT 14 – Table of Mayor & Councilors Knowledge of NDA
- EXHIBIT 15 – Employment History of Krishna Namburi