



Malynda Wenzl, Mayor

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

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

[TVCTV Livestream](#)

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

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

CITY COUNCIL WORK SESSIONS

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

5:30 Parks & Recreation Cost Recovery Plan

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

6:15 Forest Grove Senior and Community Center

Staff: Paul Downey, Assistant City Manager/Finance Director

CITY COUNCIL MEETING

A. 7:00 Call to Order

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

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

1. Written Public Comment

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

1. Accept Resignation on the Committee for Community Engagement
2. Tourism Capital Grant Program Awards
3. Tourism Event Sponsorship Awards
4. Informational: Monthly Building Report, July 2024
5. Approve Liquor License Change Application
6. Approve City Council Work Session Minutes of 07.08.2024
7. Approve City Council Work Session Minutes of 07.08.2024
8. Approve City Council Minutes of 07.08.2024
9. Approve CCE Minutes of 03.05.2024
10. Approve CCE Minutes of 04.09.2024
11. Approve CCE Minutes of 05.14.2024
12. Approve CFC Minutes of 04.17.2024
13. Approve EDC Minutes of 01.11.2024
14. Approve EDC Minutes of 05.09.2024
15. Approve EDC Minutes of 06.13.2024
16. Approve P&R Commission Minutes of 05.15.2024

D. Additions/Deletions

1. City Manager
2. Proposed by Councilors

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

1. 7:10 Washington County Commissioner Update
Jerry Willey, Washington County Commissioner

2. 7:25 Forest Grove Forward: 2040 Update
Staff: Stephanie Fleischer, Communications and Programs Manager

F. Public Hearings, Ordinances, and Resolutions

1. Public Hearing
7:35 ORDINANCE 2024-05 AMENDING THE CITY OF FOREST GROVE'S MUNICIPAL CODE TO ADOPT LIMITATION OF LIABILITY FOR CERTAIN CLAIMS ARISING FROM THE USE OF TRAILS OR STRUCTURES WITHIN PUBLIC EASEMENTS AND UNIMPROVED RIGHTS OF WAY UNDER OREGON REVISED STATUTE (ORS) 105.668
Staff: Ashley Driscoll, City Attorney
2. **7:45 RESOLUTION 2024-36 AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN WASHINGTON COUNTY (COUNTY) AND THE CITY OF FOREST GROVE (CITY) REGARDING MAINTENANCE OF CAPITAL ASSETS LOCATED IN FOREST GROVE IN SUPPORT OF RIDE CONNECTION AND GROVELINK**
Staff: Jesse VanderZanden, City Manager

G. 7:50 Council Communications:

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

H. 8:15 Adjournment

CITY COUNCIL WORK SESSION

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

8:15 LOC Legislative Priorities

Staff: Jesse VanderZanden, City Manager

URBAN RENEWAL AGENCY MEETING

8:35 See separate agenda.

CITY COUNCIL STAFF REPORT

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

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

MEETING DATE: *Monday, August 26, 2024*

SUBJECT TITLE: *Parks & Recreation Assessment & Fee Plan*

ACTION REQUESTED:

☐ Ordinance

☐ Order

☐ Resolution

☐ Motion

☒ X

☐ Informational

X all that apply

BACKGROUND:

September 2023: Hired 110%, Inc. to examine and assess data and develop a cost recovery plan with the Parks & Recreation Department.

January 2024: First joint work session with City Council and the Parks & Recreation Commission. Introduced the concepts of cost recovery and subsidy. Defined service categories, cost of service, and beneficiary of service as key components to a financially sustainable strategy. Clarified willingness to pay versus ability to pay and need versus want. Explored differences between personal interest and common good.

March 2024: Second joint work session with City Council and the Parks & Recreation Commission. Beneficiary of service exercise. Development of cost recovery continuum.

What is the intended outcome?

- Establishment of a routine examination of Parks & Recreation cost-of-service.
- An adopted methodology and philosophy on how Parks & Recreation fees are determined and administered that incorporates a lens of fairness and equity.
- An internal funding system that backfills the Fun For All Fund (scholarship program) that lessens reliance upon outside financial contributions and continually maintains a balance of funds available for use by those facing financial barriers.
- Transparent and accurate understanding of costs associated with all Parks & Recreation services and facilities.

FISCAL IMPACT:

STAFF RECOMMENDATION:

ATTACHMENT(S):

FGPR Service Categories
FGPR Cost Recovery Plan

Open Access

Access to parks and park amenities where the user self-directs their activity. Open Access does not include supervision or oversight by staff and/or volunteers. *[Examples: Parks, Playgrounds]*

Community Events

Events that appeal to the broader community regardless of age, ability, skill, family composition, etc. and tend to be held on an annual basis. *[Examples: Oregon Bird Man, Border Collie International, Movies in the Park, Red, White & Blue Dye Event]*

Drop-In Activities

Self-directed activities which may or may not require registration and/or a membership. Drop-in Activities include supervision by staff and/or volunteers and may or may not require instruction. *[Examples: Lap Swim, Public/Open Swim, Water Aerobics, Shower Use]*

Beginner Level Skills

Classes, clinics, workshops, leagues, and other led and/instructed activities where the primary goal is to introduce participants to a new activity so they may build new skills. *[Examples: Junior Lifeguard Class, Volleyball Camp, Yoga, Youth Pickleball, Beginning Swim Lessons]*

Education & Enrichment Activities

Classes, clinics, workshops, and other led/or supervised activities in which the primary intent is to provide socialization, interaction, and life skills development with a focus on education and/or lifelong learning. *[Examples: LEGO Camp, Home Alone Safety, No School Day, Camp Grove, Babysitter Training, Craft & Swim, CPR/First Aid Class]*

Intermediate/Advanced Skills

Classes, clinics, workshops, leagues, and other led and or instructed activities in which the primary intent is to master a skill, often in a competitive environment. *[Examples: Swim Lessons Level 4-6, Stroke Improvement/Endurance Class, Lifeguard Certification, Lifeguard Instructor Class]*

Special Events

Events designed for a target market, market niche, or a specific interest. *[Examples: Kids Night Out, Eggstravaganza, Spray Park Chalk Event]*

Rentals

Equipment, space, amenities and/or facility reservations for exclusive use by an individual or group inhibiting access by the general public. *[Examples: Spray Park Rental, Pool Rental, Picnic Shelter Rental, Pool Party Room Rental, Athletic Field Rental]*

Personalized Services

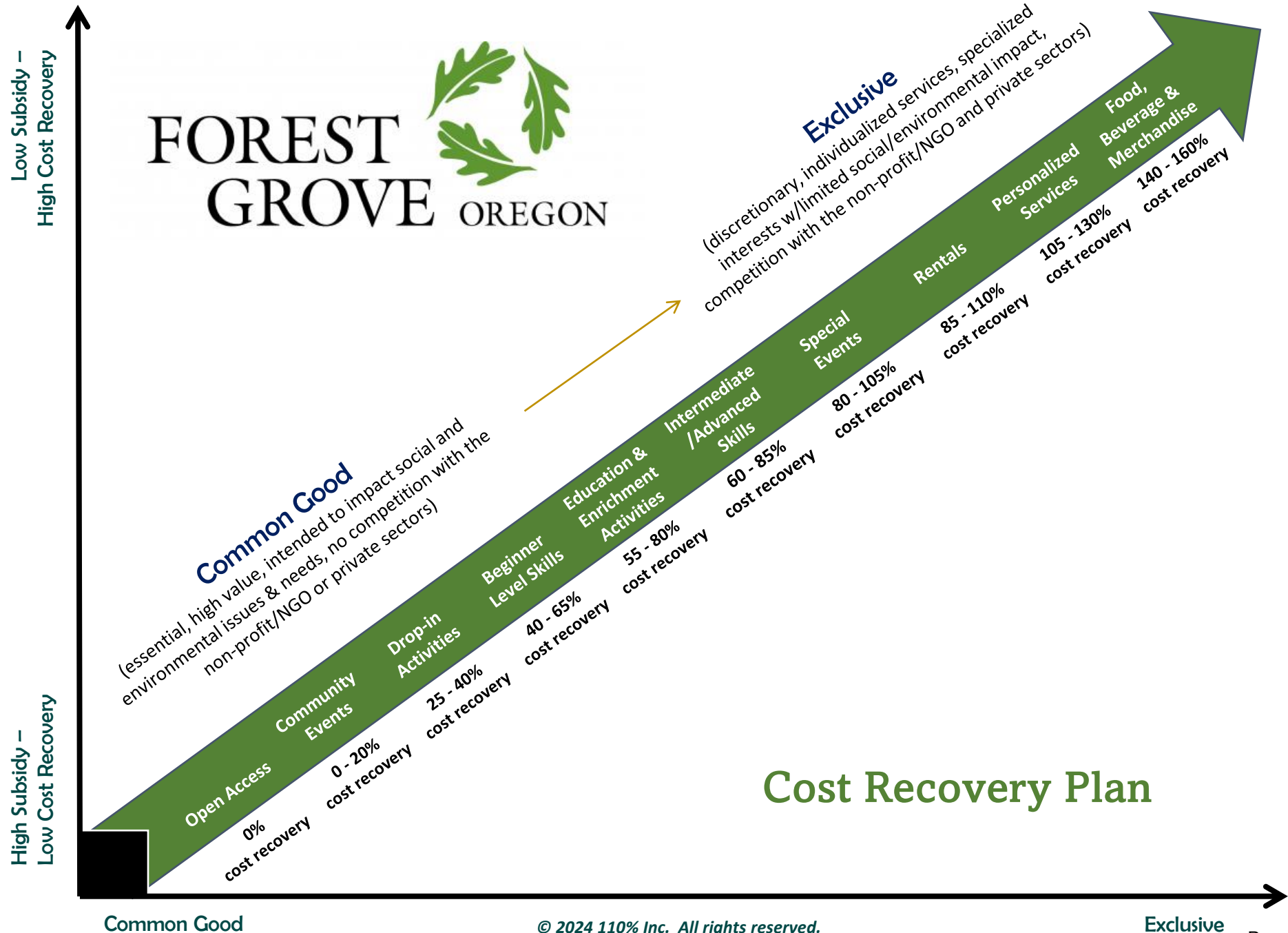
Individualized classes, clinics, workshops, and other led or instructed activities offered in a private or semi-private setting to meet the unique needs, interests and/or skill sets of individuals or small groups. *[Examples: Private Swim Lessons]*

Food, Beverage & Merchandise

Sale of merchandise and food and beverage items. *[Examples: Vending Items, Concession Items, Gift Certificate]*



Financial Sustainability Continuum



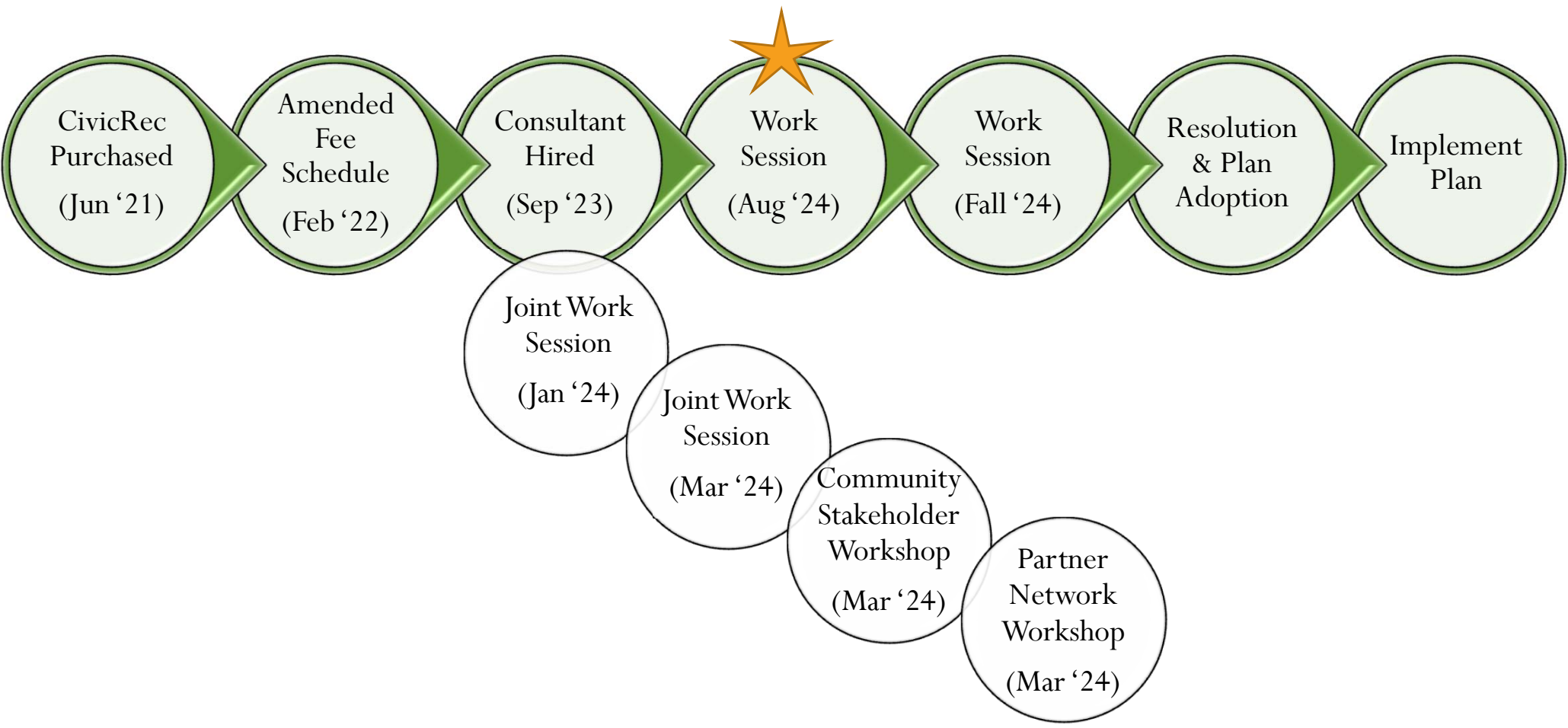


PARKS & RECREATION

Cost Recovery Plan

ANNE LANE,
PARKS & RECREATION DIRECTOR

City Council Meeting 8/26/2024



Serve community equitably

Stewards of taxpayer dollars

**City Code
34.01, 34.02**

**Department
Expansion**

WHY?

**Method &
System**

**Lens of
Fairness &
Equity**

Eye toward the future

Manage resources thoughtfully

2024/2025 City Council Goals

- Enhance Recreation Opportunities For All

Goal Objectives

- Complete the Parks & Recreation Fee Study and develop a long-term funding structure for the “Fun For All Fund”

Goal Outcomes

- Increased quality of life for a happy and healthy community
 - Fiscal sustainability for maintenance and operations
- Accessible recreation opportunities for all ages and abilities

City Council Values

- **Financial Stewardship**

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

- **Community Engagement**

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

- **Equity, Diversity & Inclusion**

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

- **Strategic Planning**

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

MAINTAIN

Level of general fund dependency

ADDRESS

Community demands and interests

EXPAND

Programs and services

PROVIDE

Model that aligns staffing levels and services levels

GOALS

CREATE

Transparent and accurate understanding of costs

ESTABLISH

Routine examination of cost-of-service

ADOPT

Methodology and philosophy that incorporates lens of fairness and equity

SOLIDIFY

Internal funding system for scholarship program

OBJECTIVES

CONFIRM

Commitment to cost recovery plan

COMPLETE

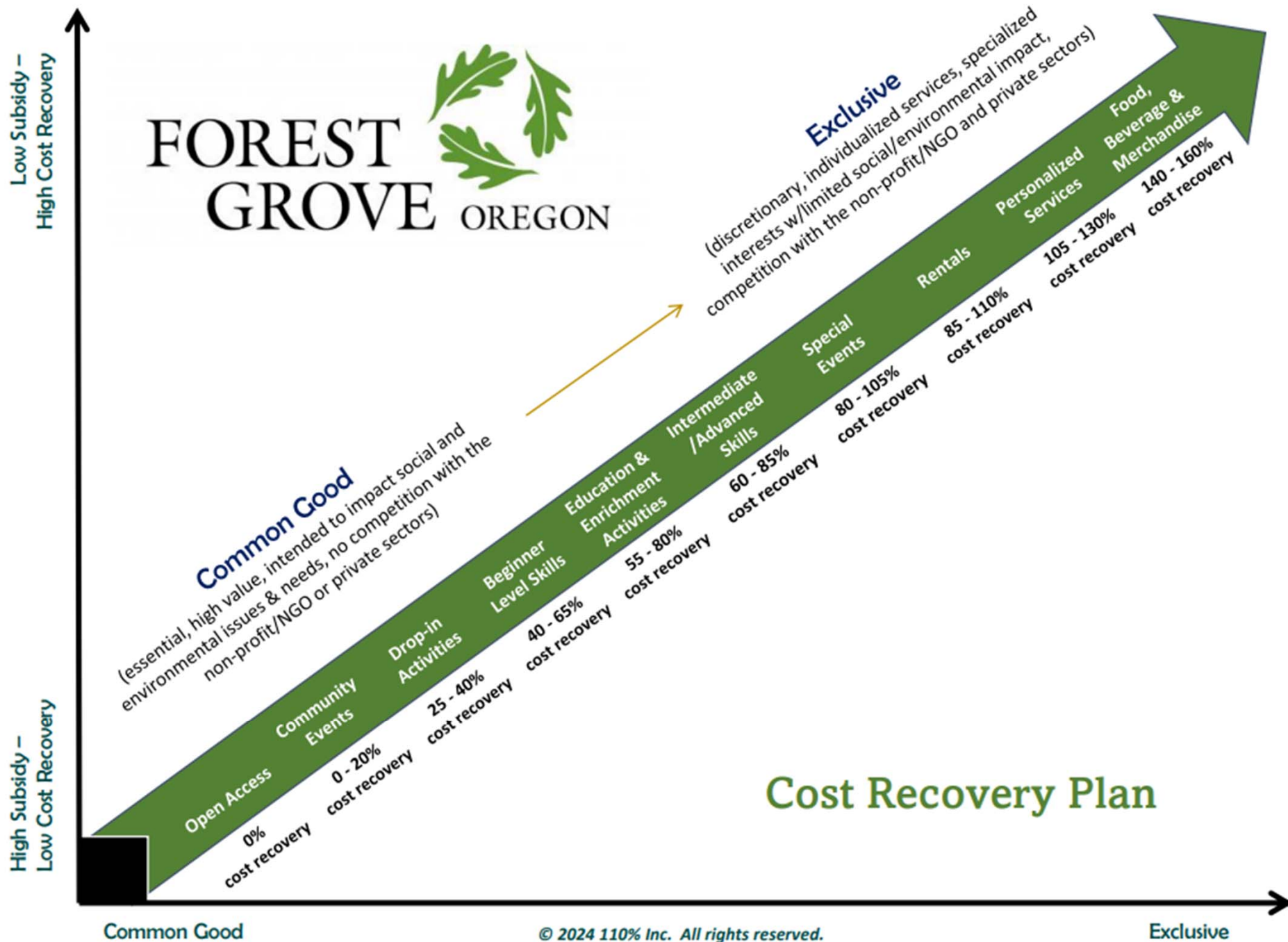
Cost recovery plan project

DEVELOP

Cost recovery policy

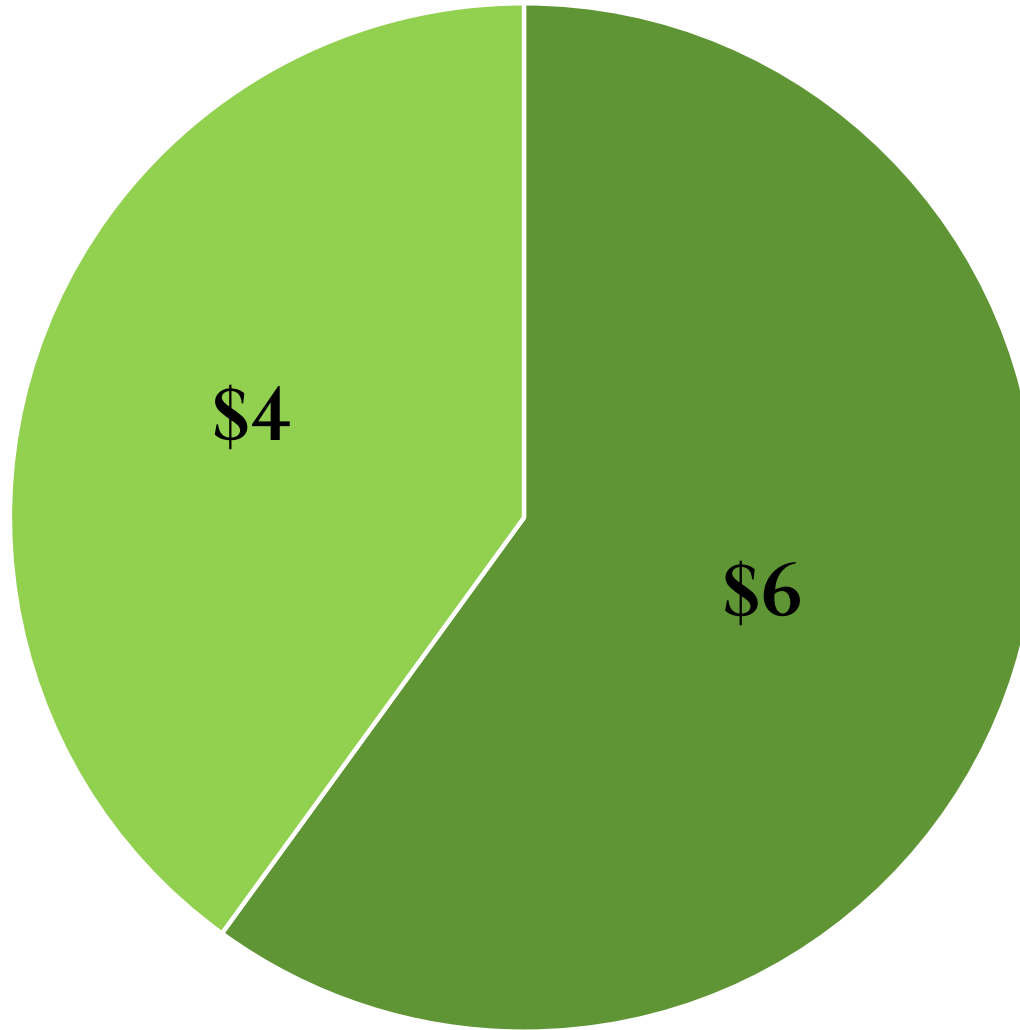
IMPLEMENT

Cost recovery plan and policy

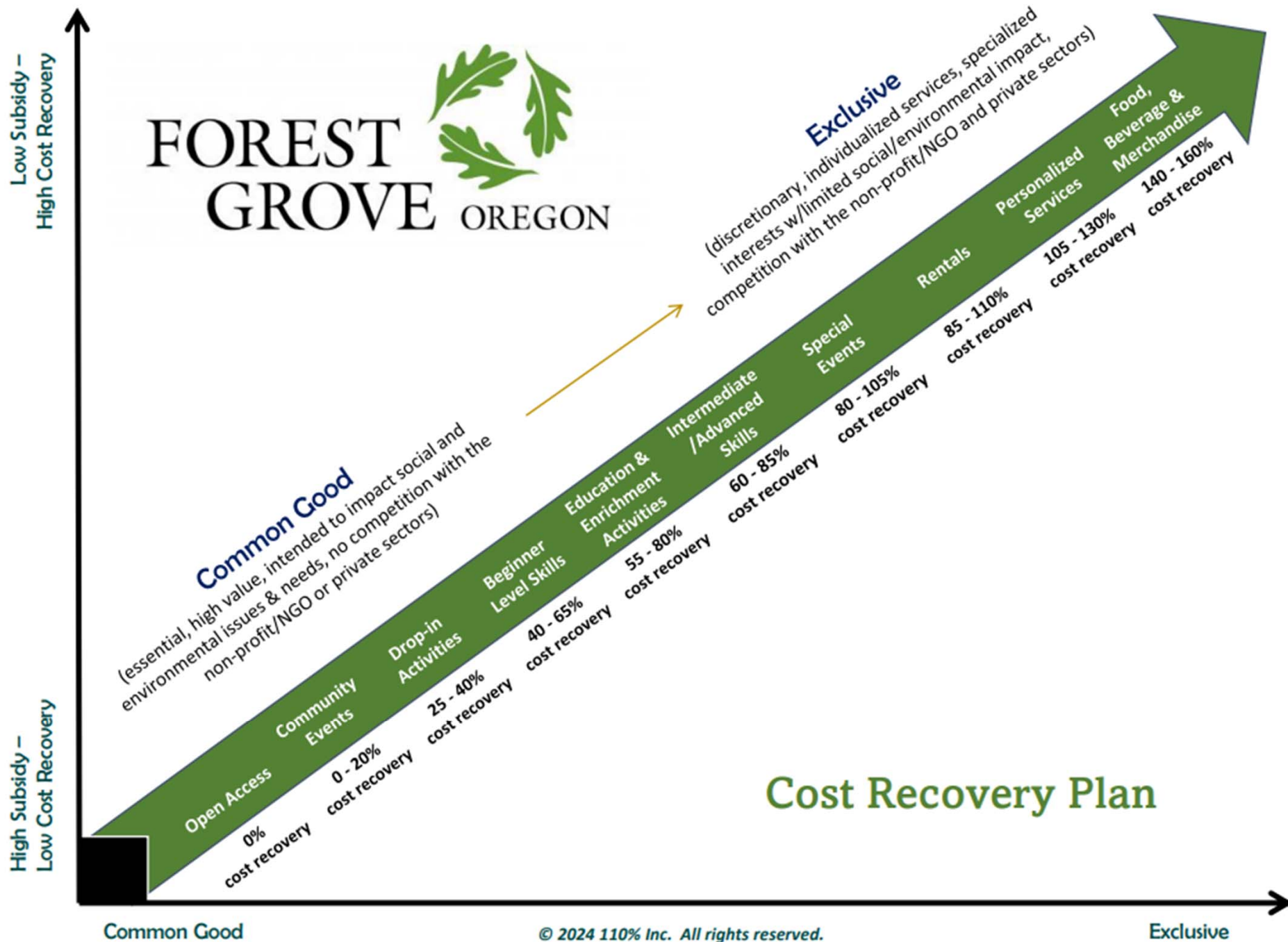


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60% Cost Recovery



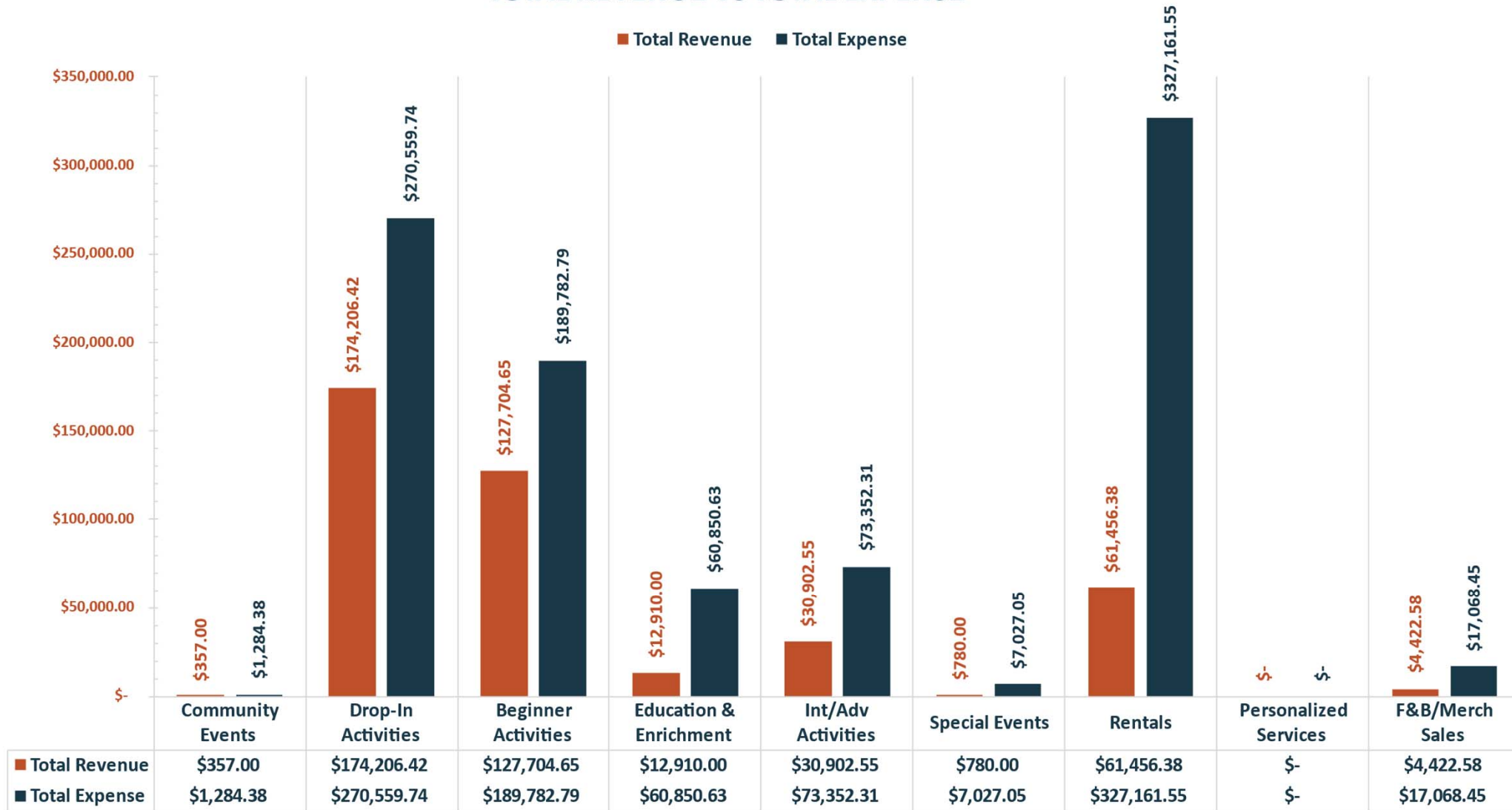
■ Customer ■ City Subsidy



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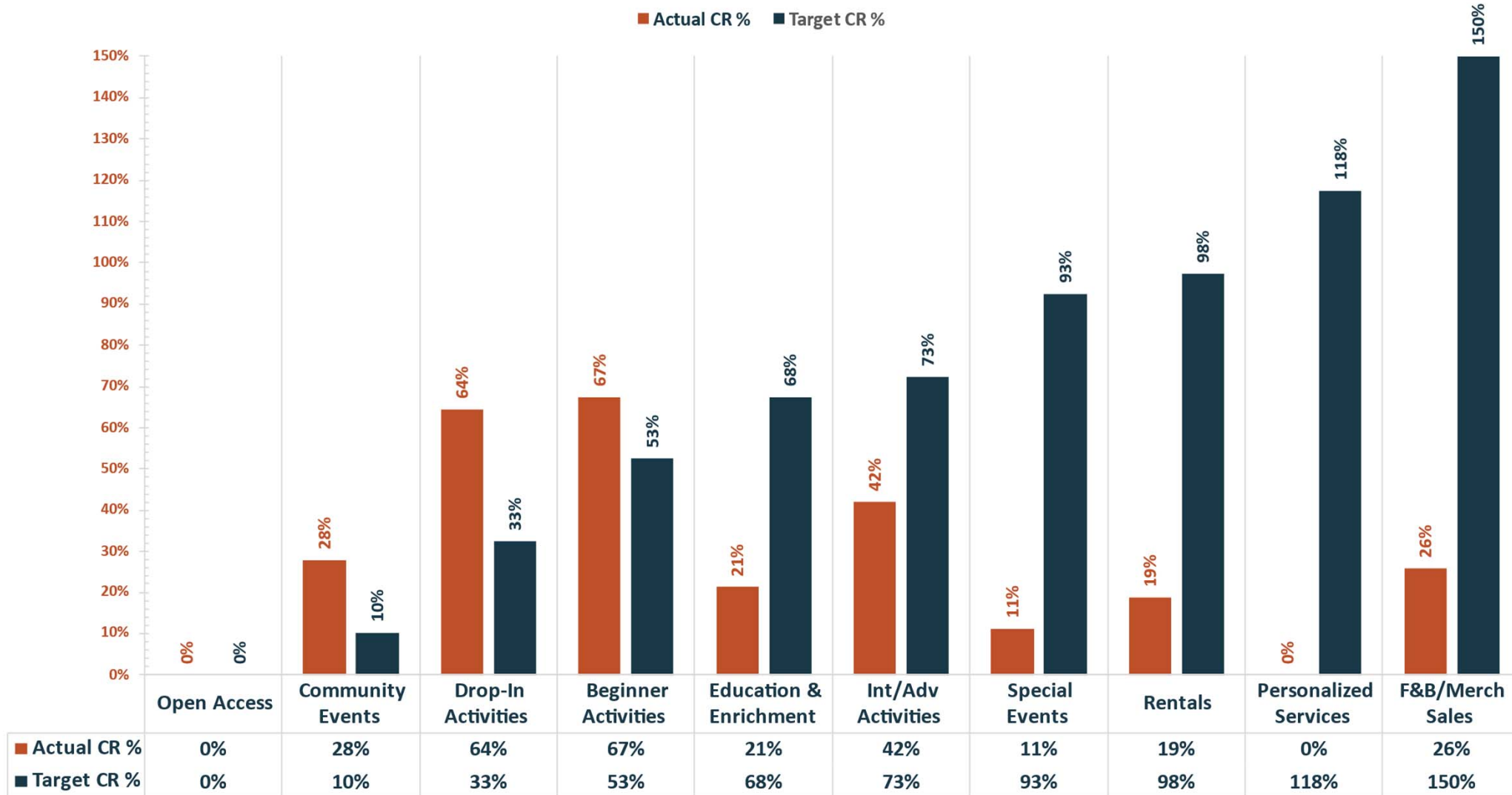
Fiscal Year 2021-2022

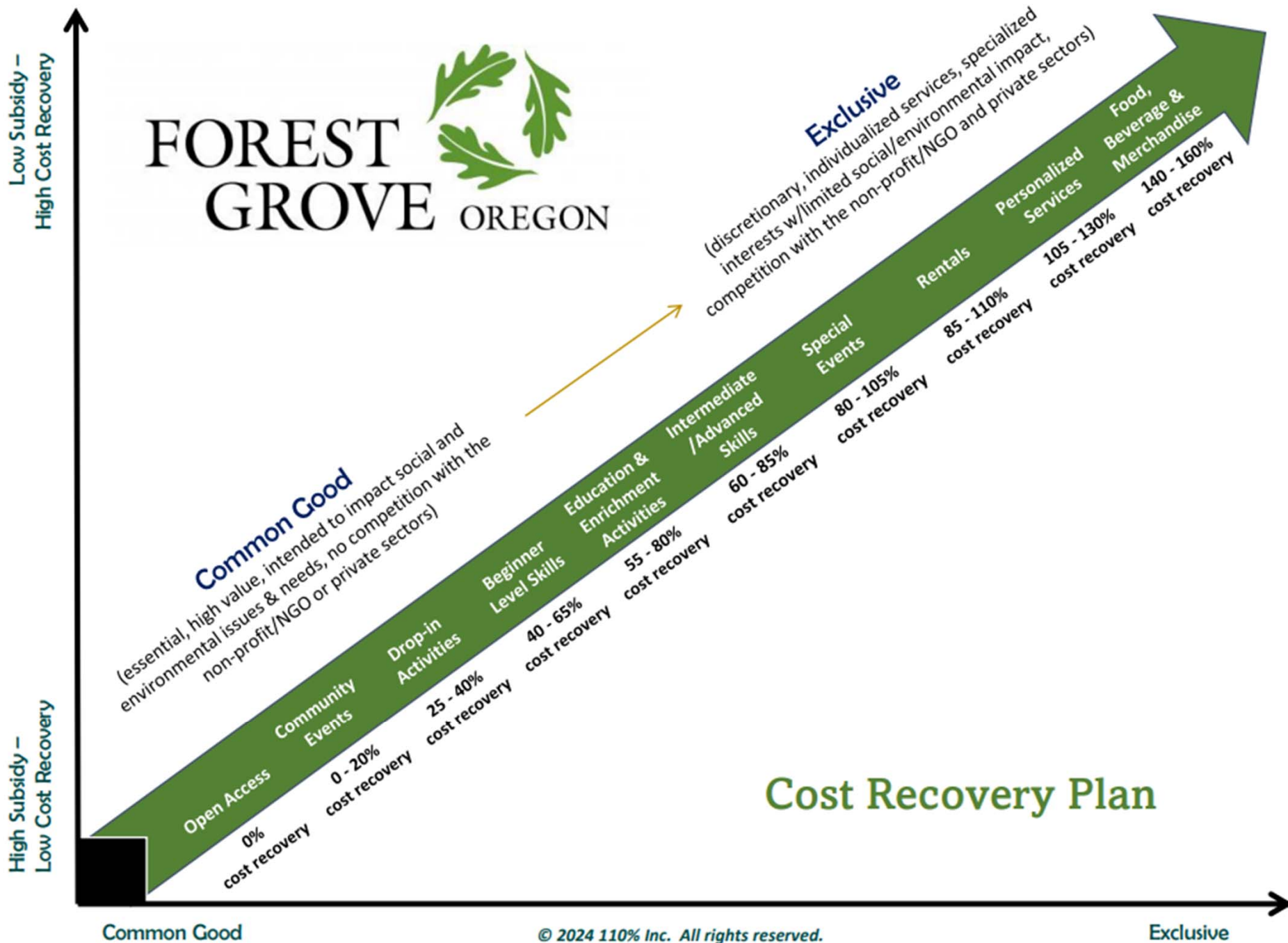
SERVICE CATEGORIES TOTAL REVENUE VS TOTAL EXPENSE



Fiscal Year 2021-2022

SERVICE CATEGORIES ACTUAL TO TARGET COST RECOVERY %





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Senior Center

City Council Work
Session

August 26, 2024

Jesse VanderZanden,
City Manager
Paul Downey,
Assistant City Manager



Purpose

- Discuss potential management options for the Forest Grove Senior and Community Center.
- The Forest Grove Senior and Community Center (FGSCC) non-profit advised City Council they wish to exit the Operation Agreement with the City effective November 15, 2024.

History

- Property donated in 1972 for the use of a Forest Grove Senior Center.
- Senior Center facility constructed in 1978 using Community Development Block Grant funds.
- City of Forest Grove owns the property and improvements.
- City entered into an Operation Agreement with the Forest Grove Senior and Community Center (FGSCC), a 501(c)3 non-profit, in 1992. The Agreement was amended in 2010 and 2018 and continues today.

History

- The FGSCC was established in 1972.
- The FGSCC bylaws stipulate:
 - The purpose is to “fight elder abuse through education, intervention, and referral...to enable older adults and people with disabilities to maximize their independence...by helping access essential services.”
 - Raise funds in support of the purpose
 - Administer and operate the Senior Center

History

- The current service model contained in the Operation Agreement is:
 - The City pays for all utility and structural maintenance
 - The non-profit pays for all staff and offers all programs
 - The non-profit pays for day-to-day maintenance of the grounds and the interior of the building
 - The non-profit has *exclusive* free use of the building to generate revenue toward expenses
 - The operation agreement is long-term to enable stable operations

History

- The Operation Agreement further stipulates:
 - Requires appointment of a City Council liaison and a City staff single point of contact
 - Operator may assign or sublease premises to third persons or organizations and retain all fees and charges

Senior Center Facility

- Building is approximately 40% utilized
- Building is in good condition and has undergone many improvements in the past decade including:
 - Re-roof 2016
 - Parking lot seal 2017
 - Kitchen 2019
 - COVID Improvements 2020-2024
 - Alarm System
 - Windows
 - Floors and paint
 - Restrooms
 - Tables and chairs
 - Heating, Ventilation and Cooling

City Expenses

- The City pays expenses from the General Fund.
- Total expenses approximate \$34,000 per year for utilities and structural maintenance.
- Large capital expenses have largely been paid by federal, state, and local grant funds.

FGSCC Current Services

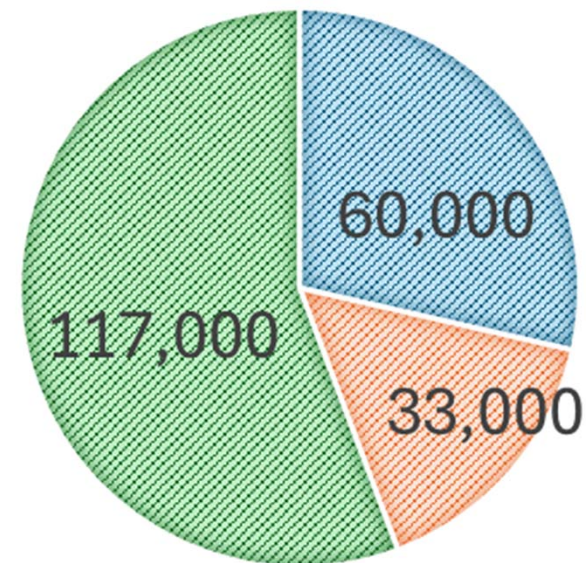
- Meals on Wheels
- Friday Dinners
- Foot clinics
- Red cross
- Exercise classes
- Hobby classes
- Activity classes
- Garden spaces
- Receptions, events

FGSCC Budget

- Expenses approximate \$210,000 per year
- Rentals include Meals on Wheels, Journeys, Gift Shop (concession), Rotary, birthdays, receptions, & events.
- Ride Connection has free office and parking
- Staff comprise 70% of all expenses

ANNUAL BUDGET

■ Bingo ■ Rentals ■ Fundraising



What Other Cities Do

- Hillsboro Senior Center: City P&R
- Beaverton Senior Center: District P&R
- Tigard Senior Center: City P&R
- Tualatin Senior Center: City P&R
- Newberg Senior Center: District P&R
- McMinnville Senior Center: City P&R
- Wilsonville Community Center: City P&R
- Milwaukie Community Center: District P&R
- Sherwood Senior/Community Center: City P&R
- Happy Valley No Senior Center
- Cornelius No Senior Center

Options

1. Request for Proposals

- This essentially continues the current service model
- Could change terms of Operation Agreement

2. City Management

- Service model would transition to city staff management
- FGSCC would transition to a supporting entity, i.e., “friends”, similar to the Library

Considerations

- Vision
- Services
- Funding
- Service model sustainability
- Service providers
- Integration with other city services
- Timing and transition

Mariah Woods

From: David Haworth <ywdave55@gmail.com>
Sent: Friday, July 12, 2024 9:28 AM
To: Mariah Woods; City Councilors
Subject: Crane Data Center

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City managers

Myself and four others have the right to appeal the decision on this.

At the time I started sending emails to the city council, I was assured that I would be notified of any further progress

.

I have not. WHY?

Now I am angry I was lied to

By other means I discovered that on July 27th. there is some kind of a meeting or vote WHAT

The Forest Grove city Council seems to be disinterested in this.

apparently, no one is going to take accountability for the decision. You're all just going to let it happen....

Please inform me as you all promised to do

David Haworth

██████████ Forest Grove 97116.

We intend to shine a bright light on this existential threat to our quality of life. our property values and power rates.

From: noreply@civicplus.com
 Sent: Saturday, July 13, 2024 7:18 PM
 To: City Councilors
 Subject: Online Form Submittal: Contact City Council

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

Contact City Council

First Name	Monty
Last Name	Heying
Address	
City	Forest Grove
State	OR
Zip	97116
Email	mheyings777@yahoo.com
Whom would you like to contact?	Entire Forest Grove City Council (Includes Mayor Wenzl)
Would you like a response?	Yes
Question / Comment	Loud outdoor music is again coming from the lot behind our house at FG. We can't hear ourselves think in our own house. My wife gets migraine headaches from it. What we are experiencing is rude, unhealthy and a violation of the city's noise ordinance. The city code is 60 decibels max, anytime of day, any day of the week. I have an mp4 video recording showing decibel readings well over 60 and peaking at 71.7 next to my watch showing the time of day. We called the non-emergency number while it was (and still is) happening, and, after an hour, got a call back from the police. update: an officer phoned to say they talked to the offending

neighbor and were told they would "turn the volume down at 8:00". I told him that is not acceptable. That means it's okay to break the law--that we have to endure the discomfort for hours in our own home. I mentioned my mp4 recording as physical evidence that the law is being violated.

Update 2: the officer called back to say the volume has been reduced and to check and see if it's acceptable. I checked at it was. I thanked him.

Can the City do something to raise public awareness of the noise ordinance? On my part, I posted my video on Next Door to this end.

A lot of the postings on Next Door about LOUD MUSIC indicate that many people are confused by the ordinance. No one seemed to know about the 24/7 60 decibel maximum. They think they can make all the noise they want until 10:30 ("quiet time"). If more people were clear about the ordinance, maybe it would reduce the number of complaints.

Thank you,
+Monty

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

From: dfeik33@comcast.net <dfeik33@comcast.net>

Sent: Monday, July 15, 2024 11:56 AM

To: Malynda Wenzl <mwenzl@forestgrove-or.gov>; Timothy Rippe <trippe@forestgrove-or.gov>; Donna Gustafson <dgustafson@forestgrove-or.gov>; Karen Martinez <kmartinez@forestgrove-or.gov>; Michael Marshall <mmarshall@forestgrove-or.gov>; Mariana Valenzuela <mvalenzuela@forestgrove-or.gov>; Elena Uhing <euhing@forestgrove-or.gov>

Cc: Paul Downey <PDowney@forestgrove-or.gov>; Jaime Zaik <jzaik@forestgrove-or.gov>

Subject: Assassination attempt condemned; Trump's Project 2025 is a dangerous takeover of power, rights, and freedom

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To: Mayor Malynda Wenzl, President Timothy Rippe, and Councilors Donna Gustafson, Karen Martinez, Michael Marshall, Mariana Valenzuela, Elena Uhing

I asked via Paul Downing to forward the following email to you because Jesse Vanderzanden said that I should contact Paul because he is not in the office this week. Please note below what I had asked Jesse to do in the Cc: email below. I have had a very difficult time trying to get emails forwarded to you and had worked with Jaime Zaik that this was the best way to get emails to you. From now on I will just forward them to you directly.

This is what Paul emailed to me:

Dale,

I cannot pass this on to the City Council as I cannot use staff time or City resources to pass on non-neutral informational related to items that will be on the November ballot.

Paul A. Downey

So I got your email addresses and forwarded the following email to you so that I will not use staff time to get the following email to you.

Best regards,

Dale Feik



Forest Grove, OR 97116

Cc: Paul Downing

Jaime Zaik, Administrative Assistant to city manager, Jesse VanDerzanden

P.S. I have been a resident of Forest Grove since 1966, former teacher from 1966 to 2000, former chair of the City Sustainability Commission which has been disbanded.

From: dfeik33@comcast.net <dfeik33@comcast.net>

Sent: Sunday, July 14, 2024 7:11 AM

To: 'Kathryn Harrington' <Kathryn_Harrington@washingtoncountyor.gov>; 'Jerry W Willey' <Jerry_Willey@washingtoncountyor.gov>; 'Pam Treece' <Pam_Treece@washingtoncountyor.gov>; 'Roy Rogers' <roy_rogers@washingtoncountyor.gov>; 'Nafisa Fai' <N_Fai@washingtoncountyor.gov>; 'Malynda Wenzl' <mwenzl@forestgrove-or.gov>; 'Steve Callaway' <steve.callaway@hillsboro-oregon.gov>; Rachael.Bornstein@mail.house.gov <Rachael.Bornstein@mail.house.gov>

Cc: 'Tanya Ange' <Tanya_Ange@washingtoncountyor.gov>; Diane Taniguchi-Dennis Taniguchi-Dennis <DennisD@CleanWaterServices.org>; Washington County Administrative Office <Washcoclerk@washingtoncountyor.gov>; 'Jesse Vanderzanden' <jvanderzanden@forestgrove-or.gov>; 'Amber Ames' <Amber.Ames@hillsboro-oregon.gov>; 'Lauren Bishop' <lbishop@pamplinmedia.com>; 'Nicholas LaMora' <nlamora@pamplinmedia.com>; 'WC CAN Board' <board@wc-can.org>; Representative Susan McLain <Rep.SusanMcLain@public.govdelivery.com>

Subject: Assassination attempt condemned; Trump's Project 2025 is a dangerous takeover of power, rights, and freedom

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

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

To: Steve Callaway, Mayor of Hillsboro, City Councilors

To: Congresswoman Suzanne Bonamici - Thank you for your email about Project 2025 and Donald Trump; via Rachel Bornstein, Chief of Staff

After the attempting killing of Donald Trump, President Joe Biden quickly implored: "I am calling on all Americans to denounce such "sick" violence. I am calling for unity in the hours after a gunman shot Trump in the ear, killed one member of the crowd and injured two others at a rally in Butler, Pennsylvania. There is no place in America for this. We must unite as one nation to condemn it. It's sick, it's sick. Everybody must condemn the violent scenes in Butler. We cannot allow this to be happening. We cannot be like this. We cannot condone this."

We, however, need to keep in mind what Congresswoman Suzanne Bonamici wrote to me: **Project 2025 is the game plan for Trump and a MAGA controlled Congress to destroy the federal government if they win in November. See below for the details.**

Sincerely,

Dale Feik
Chair, Washington County Citizen Action Network (WC CAN)
dfeik33@comcast.net

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

-Robert M. Hutchins

Cc: Tanya Ange, WCounty Administrator
Diane Taniguchi-Dennis, Clean Water Services Chief Executive Officer
Kevin Moss, WC Clerk
Jesse Vanderzanden, Forest Grove City Manager, please forward to all City Councilors
Amber Ames, Hillsboro City Council clerk
Lauren Bishop, The Pamplin Media Newspapers
Nick LaMora, Pamplin Media reporter
Rep. Susan McLain
WC CAN Board of Directors

From: Suzanne Bonamici <info@bonamiciforcongress.com>

Sent: Saturday, July 13, 2024 1:17 PM

To: Dale Feik <dfeik33@comcast.net>

Subject: Trump's Project 2025 is a dangerous takeover of power, rights, and freedom



Dale,

Project 2025 is the game plan for Trump and a MAGA controlled Congress to destroy the federal government if they win in November.

It's a dangerous set of policies that allow Trump, Speaker Mike Johnson, and MAGA Republicans to consolidate power, silence anyone who challenges them, and eliminate laws that keep us safe. **We must get the word out about what is at stake.**

If Trump wins and Republicans control Congress, here are just a few things they plan to do:

- Fire thousands of government employees and install Trump loyalists
- Dismantle the Department of Education, turn federal education funding into religious school vouchers, and end civil rights protections
- Eliminate the National Weather Service
- Ban abortion and instruct the FDA to reverse its approval of life-saving drugs like mifepristone and emergency contraception
- End carbon emissions rules and give free reign to big polluters from the oil, gas, and petrochemical industries
- Abolish same-sex marriage and other LGBTQI+ rights
- Privatize Medicare
- And begin mass deportations of millions of people

Speaker Johnson was one of the key players in the attempt to overturn the 2020 election – and he will do everything in his power to turn Trump's extremist wish list into law.

Project 2025 will essentially make our country an autocratic regime at odds with everything the United States embodies – freedom, opportunity, and democracy. It is an outright power grab intent on destroying the separation of powers and undermining checks and balances in government.

How can we stop Trump's Project 2025 and promote a progressive

agenda? We must unite around Democrats, work to take back the House majority, protect the Senate, and win the Presidency.

If Democrats win in November, we'll be voting for tax fairness, voting rights, reproductive rights, full funding for public education, a clean energy economy, and more.

Thank you for standing with me and against Donald Trump and his Project 2025 plan,

Suzanne

Paid for and authorized by Bonamici for Congress.

This email was sent by **Suzanne Bonamici**

Bonamici for Congress

PO Box 1632

Beaverton, OR 97075

United States

Email is an important way for Suzanne Bonamici to keep supporters like you informed about critical issues and to build a winning grassroots campaign. Too much email? **Switch to our less email option** or **unsubscribe here**.

You can also update your name, email, or mailing address. Questions or concerns? **Contact us here**.



Mariah Woods

From: dfeik33@comcast.net
Sent: Sunday, July 21, 2024 5:58 AM
To: Malynda Wenzl; Timothy Rippe; Donna Gustafson; Karen Martinez; Michael Marshall; Mariana Valenzuela; Elena Uhing
Cc: Mariah Woods; Miles Glowacki; Mike Rogoway
Subject: Enterprise Zones, how State Laws apply to Forest Grove

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To: Mayor Malynda Wenzl, President Timothy Rippe, and Councilors Donna Gustafson, Karen Martinez, Michael Marshall, Mariana Valenzuela, Elena Uhing

Re: Information about Data Centers, a concern about Crane's Data Campus Land Application

Please read Mike Rogoway's extensive stories about Data Centers in Oregon and also the link about Enterprise Zones.

I will make public comment about this and the previous email I sent to you about Donald Trump at your July 22, 2024, 7:00 pm Business meeting.

<https://www.oregonlive.com/silicon-forest/2023/05/oregon-lawmakers-scale-back-proposed-tax-break-reforms.html>

A placeholder for a broken image, showing a small red 'x' icon in the top left corner of a rectangular frame.

[Oregon lawmakers move to scale back tax break reforms](https://www.oregonlive.com/silicon-forest/2023/05/oregon-lawmakers-scale-back-proposed-tax-break-reforms.html)

Most of the state's enterprise zone incentives go to data centers.

www.oregonlive.com

The above link references Mike Rogoway's story about Lawmakers wanting to scale back tax breaks. Question: Did that happen? How do the current laws impact the Crane Data Center Campus land-use application to the city of Forest Grove?

Mike Rogoway has done extensive reporting on data centers in Oregon; Following is the link to those stories:

<https://www.oregonlive.com/datacenters>

Dale Feik

Cell: [REDACTED]

dfeik33@comcast.net

Cc: Mariah Woods, City recorder, clerk

Miles Glowacki, Economic Development Coordinator

Mike Rogoway, The Oregonian

Mariah Woods

From: David Haworth <ywdave55@gmail.com>
Sent: Sunday, July 21, 2024 4:43 PM
To: David Haworth; dfeik33@comcast.net; Darci Hanning; City Councilors
Subject: 2 crops a year
Attachments: IMG_1965.MOV

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

this is the beautiful farmland they want to put their data center on. It produced two crops a year with no effort or irrigation. sad

Sent from my iPhone

Mariah Woods

From: Hope Kramer <hopekramer74@gmail.com>
Sent: Tuesday, July 23, 2024 1:52 PM
To: City Councilors; JuanCarlos.Gonzalez@oregonmetro.gov; Jesse VanderZanden; Marissa Salgado; Paul Downey
Cc: Michael Perrault
Subject: CIG grant change request
Attachments: CEP Committee letter from HCN 7-23-24.pdf

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

Hello CEP committee,

Please see the attached letter regarding the CIG grant awarded in 2023. It is important to our community that you read this letter and respond. I appreciate your time in the matter as it is critical to the lives of many in Forest Grove.

Thank you
Hope Kramer
Treasurer
HopeCommunity Network

Mariah Woods

From: Charlotte Lumae <charlotte.lumae@gmail.com>
Sent: Thursday, July 25, 2024 11:53 AM
To: City Councilors
Subject: Saturday morning gathering at the Big Flag for Sonya Massey

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

Forest Grove City Councillors,

You are invited to a vigil and rally of support for Sonya Massey at the Forest Grove Flag pole near Bi-Mart this Saturday 7/27/24 at 10am hosted by Western WashCo for Racial Justice .

<https://sites.google.com/view/wwrj/welcome>

Sonya Massey should not be dead. This happened in Illinois, but it could happen anywhere. This matters to all of us, including people in Forest Grove.

She called 911 for help. Deputy Sean Grayson had a history of DUIs and worked for six different police agencies in four years. Who knows what was happening with him. We need higher standards and more careful mental health monitoring and support for police.

This kind of police brutality and outright murder is why so many people, especially Black people, lower income people, and/or neurodivergent people, do not trust the police.

We need to pass the George Floyd Justice in Policing Act of 2021. The people in the legislative branch who blocked it need to be replaced.

If you watch the bodycam footage, Sonya Massey seems calm, she talks quietly with Deputy Sean Grayson until he asks her to remove a pot of hot water from the stove. They seem to be 6-8 feet apart. Moments later he shoots her in the face, claiming she was going to throw hot water on her. If so, why didn't he jump back, out of the way? Why did he have to stop her with a bullet when he could have dodged it. Even if he were injured, she'd at least still be alive. Echoes of George Floyd are everywhere in this tragedy.

#SayHerName
#SonyaMassey
#BlackLivesMatter

Western WashCo for Racial Justice
Organizing Team

Hope Kramer
Charlotte Lumae
Emily Lux

Jill Smith
Brenda Zook Friesen

Mariah Woods

From: noreply@civicplus.com
Sent: Thursday, July 25, 2024 1:53 PM
To: City Councilors
Subject: Online Form Submittal: Contact City Council

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

Contact City Council

First Name	Kiza
Last Name	Baloka
Address	
City	Forest Grove
State	Oregon
Zip	97116
Email	Forestgrovefostercare@gmail.com
Whom would you like to contact?	Entire Forest Grove City Council (Includes Mayor Wenzl)
Would you like a response?	Yes
Question / Comment	Field not completed.

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

From: noreply@civicplus.com
 Sent: Monday, July 29, 2024 8:58 AM
 To: City Councilors
 Subject: Online Form Submittal: Contact City Council

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

Contact City Council

First Name	Ellie
Last Name	Rickett
Address	
City	Forest Grove
State	Oregon
Zip	97116
Email	erickett@pacificu.edu
Whom would you like to contact?	Entire Forest Grove City Council (Includes Mayor Wenzl)
Would you like a response?	Yes
Question / Comment	Greetings, I am a teacher of 3rd and 4th grade students at Pacific University's Early Learning Community. I am in the midst of planning a year-long unit of study based on US Government and Civics. It would be such an honor to have Mayor Wenzl and/or a member of the council visit our classroom and speak about their experiences in local government. I am hoping to schedule a visit sometime during the month of October. As another option, we could also visit the City Council offices if that is more convenient and instructive for my students. Any additional information you can share would be greatly appreciated. I look forward to hearing from you!

Best,
Ellie Rickett

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Mariah Woods

From: noreply@civicplus.com
Sent: Friday, August 09, 2024 7:41 AM
To: City Councilors
Subject: Online Form Submittal: Contact City Council

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

Contact City Council

First Name	Kelly
Last Name	Daily
Address	
City	Forest Grove
State	OR
Zip	97116
Email	kelly.daily@comcast.net
Whom would you like to contact?	Entire Forest Grove City Council (Includes Mayor Wenzl)
Would you like a response?	Yes
Question / Comment	It is my understanding that the city is considering new, larger garbage cans for the downtown area. I am asking that you extend those garage cans down to the market on the corner of Main and 23rd. The amount of garbage (including discarded chicken bones) we pick up weekly, especially after the Wednesday Farmer's Market is unreal. There is also a considerable amount of garbage during Pacific University football games, and the holiday light parade. Thank you for your time and Consideration, Lance and Kelly Daily

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

Mariah Woods

From: Charlotte Lumae <charlotte.lumae@gmail.com>
Sent: Monday, August 12, 2024 12:38 PM
To: jreitz@forestgrove-or.gov; Bryan Pohl; City Councilors
Subject: Re: improving the intersection at 21st & Main
Attachments: 21st & Main Intersection Traffic Calming.jpg; markup_1000025533.png; markup_1000025534.png; 21st & Main Intersection Traffic Calming.jpg

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

Dear Planners of the City of Forest Grove James Reitz and Brian Pohl, and our City Councillors,

About six years ago I spoke with several people and then wrote to planning about the safety problems at the intersection of 21st & Main. Please review this email thread. Today the intersection is still as bad as ever, if not worse, since traffic gets heavier every year as the town grows.

I am attaching several images detailing the issues from my perspective as a year round pedestrian and bike commuter who does not drive due to sensory processing disability related to being autistic. I am also attaching my idea for using greenspace to address the problem.

Please let me know when we can meet to talk about solutions. We cannot keep putting this off. Multiple times a week I deal with drivers who do not understand the basics of how two way stops work and/or how to share the road with cyclists. They stop traffic to yell at me and wave me to cross here when I do not have the right of way. This is dangerous and stressful. I am not the only one. Every cyclist and pedestrian I know dreads this intersection. I think part of the problem is that we put in a cute faux brick crosswalk decoration that emphasizes all four crosswalks, but we did not turn it into a four way stop. I think the fancy crosswalk decoration makes a lot of drivers think it must be a four way stop.

There are some relatively inexpensive things we could do to improve this intersection now, even if we keep it as a two-way stop. Traffic calming greenspace does not have to be fancy landscaping if we cannot afford it. Greenspace can be created with materials as basic as planter boxes filled with mulch, or even green painted areas. The visibility problems and right-of-way confusion are ADA issues as well as a matter of safety for everyone.

Thank you for considering this.

Charlotte Lumae

On Thu, Apr 12, 2018 at 12:50 PM Marcey Crowell <mcrowell@forestgrove-or.gov> wrote:

Hello Charlotte,

Thank you for your e-mail regarding the intersection at 21st Avenue and Main Street. The link that you provided goes directly to Google Maps, but it does not appear to include any drawings. Can you please try to attach the link again or provide your sketch in another format so we may review it. Please feel free to contact me by phone or e-mail if there is anything that I can do to assist you.

Thank you,

Marcey Crowell

Engineering Administrative Assistant

[City of Forest Grove](#)

1928 Council Street

PO Box 326

Forest Grove, OR 97116

503.992.3228 phone

503.992.3203 fax

www.forestgrove-or.gov

From: Charlotte Lumae [<mailto:charlotte.lumae@gmail.com>]

Sent: Wednesday, April 11, 2018 10:41 AM

To: James Reitz <jreitz@forestgrove-or.gov>; Daniel Riordan <driordan@forestgrove-or.gov>

Subject: improving the intersection at 21st & Main

Dear Planners of the City of Forest Grove Dan Riordan and James Reitz,

I understand the City Council is discussing ways to improve downtown Forest grove. I have an idea I would like to share about improving the intersection at 21st & Main. This intersection needs improved lines of sight and traffic calming measures. Main is a busy street, and these blocks of 21st are home to many core downtown businesses. This area is also a main gateway to Pacific University. It is important for people to feel comfortable using this intersection.

Unfortunately, the dynamics at the intersection now are stressful. Vehicles often occupy the yellow zones and block the line of sight for peds, bikes, and cars moving through the intersection. Even if no one is parked in the yellow zones, these yellow zones are not long enough to ensure a good line of sight for anyone crossing Main on 21st. You have to edge out past the crosswalk to see if it is safe to proceed across Main, and then when you do, it takes drivers on Main by surprise. As drivers on Main come to 21st Avenue, they often suddenly slow down or stop and frantically motion peds, bikes, and even other cars to cross Main Street, while the cars coming the other way on Main are not stopping. This is confusing for vehicles traveling on 21st, because it is currently a 2-way stop, and technically they are supposed to wait until it is safe to cross.

I am attaching a drawing with an idea for using greenspace as a traffic calming measure and a way to increase visibility at this intersection. The current yellow lined areas are not long enough, and are too often blocked by cars. The greenspace would ensure that vehicles crossing Main would always have a clear line of sight. The greenspace would shield the crosswalk area so peds could step further out to see what is happening on the road before they cross it. I would also like to ask the city to consider making this a 4-way stop, since so many drivers instinctively treat it like one anyway. I think the fact that we have defined it with the painted bricks increases this feeling. A 4-way stop would eliminate the stress of guesswork for all road users. The current situation is hazardous, and it creates tension for everyone. If we make this a more comfortable space for people with all levels of mobility, it will increase the chance people of all ages will see downtown Forest Grove as a pleasant place to shop, dine, and socialize.

I have been working on this possible solution I would like to share with the city. My drawing is attached. Here is a link to the location. <https://www.google.com/maps/@45.5209346,-123.1119996,58m/data=!3m1!1e3>

Thank you for considering this.

Sincerely,

Charlotte Lumae

--

Charlotte Lumae, M.Ed.
Academic Tutor

Forest Grove, Oregon 97116

cell: [REDACTED]

email: charlotte.lumae@gmail.com

Mariah Woods

From: M E <michael.eschete@gmail.com>
Sent: Tuesday, August 13, 2024 5:20 PM
To: mwezl@forestgrove-or.gov
Cc: City Councilors
Subject: Mobilization Ceremony for 218th Field Artillery, Pacific University, 9 August 2024
Attachments: image000002(8).jpg; image000000(18).jpg; Screenshot_20240810_195001_Chrome.jpg; image000003(1).jpg; Screenshot_20240810_195023_Chrome.jpg; DSC00158.jpg; DSC00129.jpg; DSC00161.jpg; DSC00182.jpg; IMG_4940.jpg; DSC00117.jpg; DSC00070.jpg; DSC00200.jpg; DSC00201.jpg; DSC00080.jpg; 20240809_111744.jpg; DSC00168.jpg; DSC00180.jpg; DSC00108.jpg; Screenshot_20240811_093517_Chrome.jpg

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Hello Mayor,

I thought you would enjoy looking over some of the many smiling faces that occurred at Pacific University on Friday.

To many, Friday represents the best of who we are as a community when we come together to serve others.

Respectfully,
Mike Eschete
Oregonian
Volunteer

P.S
These pictures were taken and shared by many people who were part of the event.

Mariah Woods

From: Lynn Dickinson <lynndee70@gmail.com>
Sent: Monday, August 19, 2024 5:47 PM
To: City Councilors
Subject: Trees adjacent to my property

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

To Forest Grove City Council.

There was a large cottonwood tree growing outside the backyard. The City engineer dept. helped me and eventually an arborist came and chopped it down. Nothing was done to remove the tree or kill the stump. Now there is a grove of young cottonwood trees growing just at the back of my backyard.

The reason the cottonwood needed to be removed is its roots were pushing up the fence, killing plants in the yard, and had reached the foundation of the house. I'm afraid that this will happen again but on a larger scale.

In the front, on the parking strip, a city planted maple tree has caused leaks in the water supply. I have pictures taken when this happened for the second time. An arborist told me that both trees on the parking are diseased.

I'm wondering if there is any way I can have the trees removed and replace with trees that have less destructive roots. He suggested dogwood.

Thank you for your time.

Sincerely, Lynn Dickinson

Mariah Woods

From: Lynn Dickinson <lynndee70@gmail.com>
Sent: Monday, August 19, 2024 5:56 PM
To: City Councilors
Subject: Speeding traffic on north Main Street

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

I'm 85 years old, in poor health, and rarely spend time in the front yard. Since the street now goes through to David Hill traffic goes faster and faster. I was outside while my son repaired the water main, for over two hours and frankly surprised by the number of speeders. In the time I observed the traffic there were only two vehicles that were obeying the speed limit. My daughter was almost hit when she went to get the mail. Is there anything that can be done?

Mariah Woods

From: noreply@civicplus.com
Sent: Thursday, August 22, 2024 12:52 PM
To: City Councilors
Subject: Online Form Submittal: Contact City Council

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

Contact City Council

First Name	Allan
Last Name	Moreno
Address	
City	FOREST GROVE
State	OR
Zip	97116
Email	al.moreno27@yahoo.com
Whom would you like to contact?	Entire Forest Grove City Council (Includes Mayor Wenzl)
Would you like a response?	Yes
Question / Comment	This is the second time I have sent the mayor and council a email asking for a response. What I would like to see happen is to make all animal owers accountable for their animals not just dog owners. I don't think that is too much to ask. Presently dog owers seem to be accountable and police the waste that their animal produces however there seems to be no accountable for cat owners

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

Mariah Woods

From: dfeik33@comcast.net
Sent: Monday, August 26, 2024 6:37 AM
To: 'Kathryn Harrington'; 'Jerry W Willey'; 'Pam Treece'; 'Roy Rogers'; 'Nafisa Fai'; Malynda Wenzl; 'Steve Callaway'
Cc: 'Tanya Ange'; 'Diane Taniguchi-Dennis'; 'Kevin Moss'; 'Amber Ames'; 'Lauren Bishop'; 'Nicholas LaMora'; 'WC CAN Board'; City Councilors
Subject: Democracy - fight for it, Republican, Democrat, Independent, Non Affiliated
Attachments: Heather Cox Richardson August 21 2024 Newsletter for WC BOC.docx

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

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

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

To: Steve Callaway, Mayor of Hillsboro, City Councilors

Working thru differences of opinions as non-partisan elected officials to get the best services and programs for the constituents that elected you - whether county or city - is admirable.

Thank you, Mayor Steve Callaway, for asking me to send you the emails that I send to the County Commissioners on a regular basis, when we both attended Mayor Pete Truax's retirement function in Forest Grove. Even though you have not taken a stand to get unleaded fuel out of the aircraft at Hillsboro Airport, you listened respectfully.

Thank you, Mayor Malynda Wenzel, for attending the State of the County address delivered by Chair Kathryn Harrington. Learning from a dedicated, change-agent leader like Kathryn Harrington, challenging some of the assumptions, but realizing that the County has managed well its resources, and the resources gained from other agencies to address homelessness. The department that is dedicated to this task systematically works very hard and to address the problem.

Thank you, Chair Harrington, for helping write job descriptions that are used to recruit the best staff for the County, and then letting the county/advisors hire the best. Administrator Tanya Ange has become a respected County Administrator leading Washington County; she is known as an effective leader in the wider community. Chief Executive Officer for Clean Water Services Diane Taniguchi-Dennis has continued the leadership of former CEO Bill Gaffi in providing needed sewage and stormwater treatment, working with city and county officials as well as State level agencies in doing so.

As you County Commissioners know, I not only make written and oral comments at the Washington County Business meetings but also attend the Work Sessions and the CWS teaching/learnings for you as a Board of Commissioners for CWS, so that I can learn and speak with some knowledge of how the County works.

So, in the spirit of being willing to interact with information maybe not of your political perspective, please read the attachment title titled 'Heather Cox Richardson August 21, 2024, Newsletter.docx'. We are in a fight to keep our democracy in the November election.

Respectfully,

Dale Feik

Chair, Washington County Citizen Action Network (WC CAN)
dfeik33@comcast.net

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

Cc: Tanya Ange, WCounty Administrator
Diane Taniguchi-Dennis, Clean Water Services Chief Executive Officer
Kevin Moss, WC Clerk
Jesse Vanderzanden, Forest Grove City Manager, please forward to all City Councilors
Amber Ames, Hillsboro City Council clerk
Lauren Bishop, The Pamplin Media Newspapers
Nick LaMora, Pamplin Media reporter
WC CAN Board of Directors

Mariah Woods

From: FGSC President <fgsc.president@gmail.com>
Sent: Monday, August 26, 2024 12:56 PM
To: City Councilors
Cc: FGSC Head Coach
Subject: Letter and document from Forest Grove Swim Club 8/26

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

Hello City Councillors and Mayor Wenzl,
Some representatives of the Forest Grove Swim Club are signing up to present to the city council meeting this evening. [Here are additional documents we would like to provide](#) in reference to our words.

Respectfully,

Erica DeBois
Board President
Forest Grove Swim Club





Forest Grove Swim Club P.O. Box 242 Forest Grove OR 97116 www.fgdragons.com

To: Mayor Wenzl, Council President Rippe, Councilor Uhing, Councilor Gustafson, Councilor Valenzuela, Councilor Marshall and Councilor Martinez,

On behalf of the Forest Grove Swim Club, I would like to thank you for allowing us this opportunity to speak with the city. As some of you may know, the Forest Grove Swim Club has been a contributing member, providing quality competitive swimming to the Forest Grove community since 1969.

Where we have come from: Prior to Covid, our club consisted of 80 members, and celebrated many of our swimmers going on to swim for Universities such as University of Hawaii, Santa Cruz, BYU and Oregon State. Like many businesses in our community, Covid dramatically impacted our organization. Our membership drastically fell to 30 members due to the inability to swim indoors. In the past two years, our new coach has gone to great lengths to expand Forest Grove Swim Club's presence in the community, foster positive relationships with the Aquatic Center and with Forest Grove Parks and Recreation, and has been successful at rebuilding our team to our current membership of 50 swimmers. Besides Forest Grove, our swimmers come to us from the neighboring communities of Banks, Gaston, North Plains, Beaverton, Hillsboro, Yamhill and even Astoria and Newport. We are proud to once again be qualifying our swimmers for the State Swimming Championships of Oregon, and have had swimmers achieving Top Five status for the State of Oregon in swimming for the past two years.

How we contribute to the community: We chose to raise our families in this community and therefore are invested in helping build and better our community. Members of the City Council may have seen our Forest Grove Swim Club swimmers and families volunteering at the annual Rotary Steak Dinner, or hosting the water stations at the annual Hagg Lake Triathlon. Our swimmers also supported the Forest Grove Senior and Community Center at the Downtown Trick or Treat event, as well as volunteered at local businesses like A Framer's Touch at Christmas time. Providing resources to food insecure members of our community, the Forest Grove Swim Club organized and held canned food drives that were collected at our Christmas meets. This July, we hosted our second annual Dragon Dash and Mini Triathlon, where adults, children and entire families from Beaverton, Portland, Banks and North Plains enjoyed the Community of Forest Grove. When one of our swimmers, Sophia, was unable to compete as a swimmer at her high school in Banks, she started her own team, and now competes as the founding member of the Banks Swim Team.

Positive relationship between Forest Grove Swim Club and the Parks and Recreation Center: In the prior years leading up to our current Swim Club Board and Head Coach, it was widely known & appreciated that the Parks and Recreation Department worked with clubs and other community organizations that utilized their facilities. These community programs and youth clubs were able to have a voice in communication regarding facilities and changes to the facilities as valued stakeholders. There was an understanding of the value and importance of the Swim Club and how swim meets not only provided opportunities for swimmers to improve on their times, make state cuts or gain self esteem, but

also how these meets provided commerce in the Forest Grove business community. Swimmers and their families could walk from the Forest Grove Aquatic Center and support the local restaurants, as well as the local food trucks and coffee carts we enlisted at our meets. The Forest Grove Swim club was frequently a partner in discussing the business of the pool, and how it would impact the club.

Breakdown of inclusion and communication: In the past two years, our club has become increasingly concerned of a lack of inclusion as well as a lack of timely communication from the Forest Grove Parks and Recreation Department.

* In July, we requested that the Aquatic Center display a slide and put up a flier at the pool advertising our 2nd annual Dragon Dash Triathlon, as they had for our first annual Dragon Dash the year prior. We did not hear any response to the request, and after two more requests, we were verbally informed that the Parks and Recreation Department “cannot promote outside groups and will only promote their programming” and that this policy comes from the Parks and Recreation decision makers.

*Additionally, the Forest Grove Swim Club informational display slide at the Aquatic Center was taken down without any notice or explanation. We were confused as to why the Pacific University Swim Team, Forest Grove High School Swim Team and the privately run scuba program were being promoted via the lobby TV, and our team was the only program removed.

*Club members also expressed disappointment that our Club’s web link, giving Forest Grove and neighboring communities information on our community's competitive swim team, was taken off of the Forest Grove Parks and Recreation website, again with no notice or explanation. In June, I sent a letter to the Director of the Parks and Recreation Department, requesting to be re-included, and pointed out that every community that surrounds Forest Grove: McMinnville, Newberg, Hillsboro, Beaverton, and Tillamook, all include their competitive swim clubs on their City’s websites. We were grateful to have heard back promptly from Mayor Wenzl, who was included in the email, however we still have not received any clear communication as to what the new Parks and Recreation policy is, what stakeholders had a say in the new policy, why we were removed, or if we will be reinstated on the website, despite several emails requesting this information from the Parks and Recreation Department.

Consequence and loss of income: We have been pleased that the Aquatic Center has been getting some much needed upgrades. We are however concerned at the lack of input our Club has been allowed to offer.

* The decision to install the slides at the facility the week prior to the State Championship left our swimmers without access to a pool. This was met with frustration and anger by our club families.

*The placement and size of the slides have had difficult consequences for our swim club as well. Because the large slide was installed in two of the competitive lanes of the swimming pool, and the slide touches the water, Oregon Swimming Incorporated (OSI) notified us on August 6, that the Forest Grove Swim Club would have to go through a re sanctioning assessment before we could have any 2024-2025 meets due to the placement of the slide. Our first meet was scheduled for the end of September, and this placed a stressful timeline on our meet director.

*Additionally the placement of the slide, without input from the Forest Grove Swim Club, or the Pacific University Swim Team or the Forest Grove High School Swim and Water Polo Team has resulted in the scoreboard to no longer be usable or visible. Just this year, our club invested \$5000 to update our

software that works with the scoreboard. That money that was spent is now no longer applicable. The Forest Grove competitive swim programs have potentially been quoted over \$10,000 for addressing the scoreboard issue that arose with the poorly thought out placement of the slide. For an organization that two years ago was on the brink of failure, this lack of inclusion and input has placed us in a financially stressful situation once again.

*Another example of the lack of communication was a conversation a coach overheard from the Aquatic Center maintenance person. The maintenance person shared that the pool would be closed March- May in 2025 for drain upgrades. If this is true, our swimmers will be without a pool for three months leading up to the Long Course State Championships. Without direct communication or a courtesy timeline, it makes it difficult for our organization to provide a quality program and to find other means to meet the needs of our swimmers and their families.

Future of the Forest Grove Swim Club: We miss being included in our community. Our members contribute over \$20,000 a year to the Aquatic Center. Our swimmers do amazing things in this community, and represent the City of Forest Grove at State wide, and Regional events. Forest Grove Forward states that “community aspirations for the future [of] a clear vision... to best serve the community for years to come”. The Forest Grove Swim Club, as has been in the past, has been removed from and not included in contributing to this shared community vision, per the strategic plan.

*Our first request of the City is for assistance with the Forest Grove Swim Club being reinstated on the City’s website.

*Our second request is for assistance in being included in both thought and timely communication with the changes and upgrades being made at the Aquatic Center.

*Our third request to ensure that the competitive teams are being included in decision making policies at the Aquatic Center, we request to have a liaison attend any decision making meetings with the Parks and Recreation department and the Aquatic Center.

We thank you for hearing our concerns, and allowing us to advocate for the success of our young adults in this community.

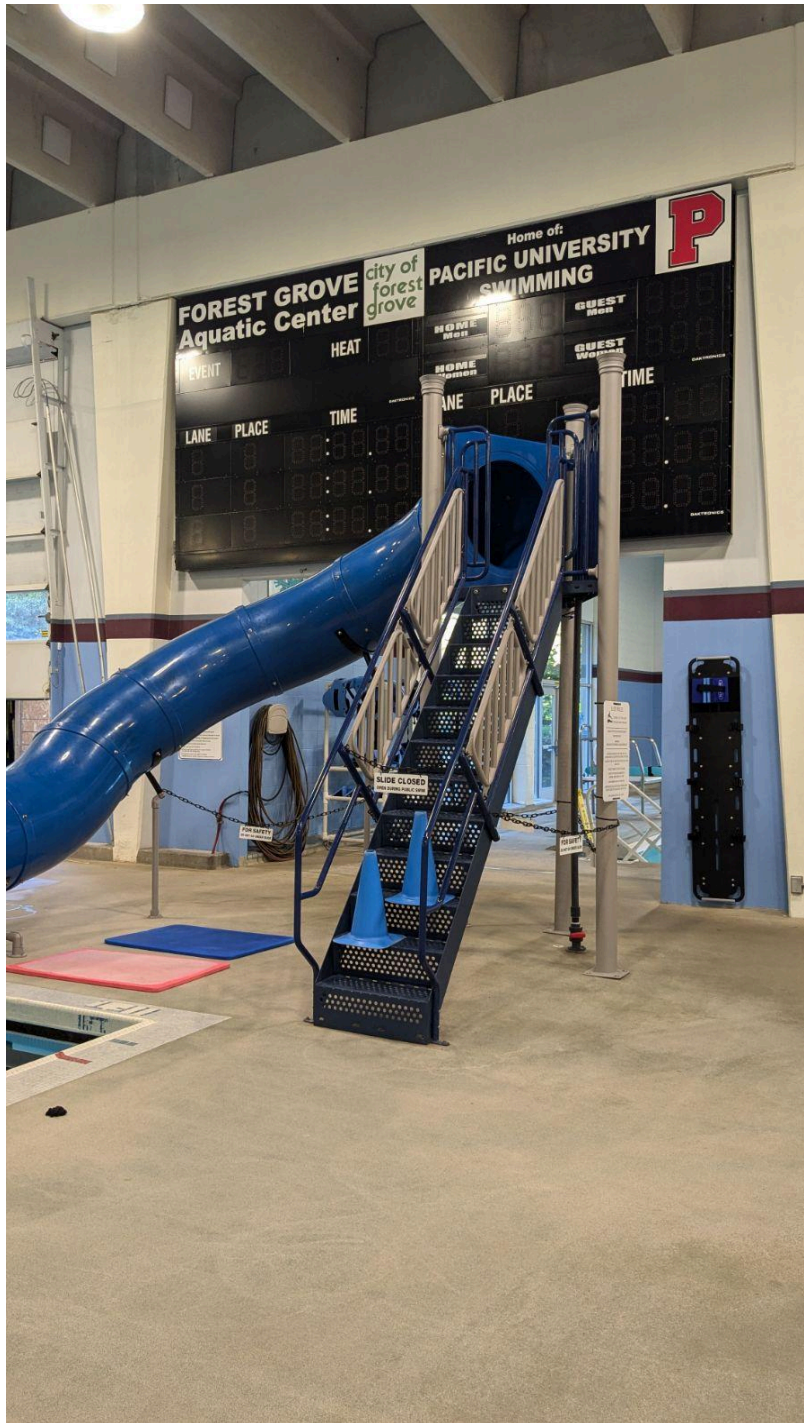
Respectfully,

Erica DeBois, Board President
Amanda Eayrs, Board Vice President
Jill Rulis, Board Treasurer
Corissa Mazurkiewicz, Board Secretary
Kim Jennings, Meet Manager
Rachelle Krieger, Member at Large
Laura Logan, Head Coach

Members of the Forest Grove Swim Club

Agalzoff family, Anderson family, Beier family, Boyd family, Brenner family, Chapman family, Cline family, Colteaux family, DeBois family, DePiero family, Dinneen family, Eayrs family, Elangovan family, Falconer family, French family, Friedl family, Gott family, Jennings family, Johnson family, Jones family, King family, Krieger family, Le family, Lippert family, Lopez family, Madsen family, Mazurkiewicz family, Meeuwsen family, Mongar family, Niemiec family, Orr family, Otto family, Peters family, Peterson family, Roofener family, Rowland family, Rulis family, Sanders/ Stumpf family, Sanchez family, Scrivener family, Siefken family, Silverman family, Smith family, Stafford family, Stead family, Tauscher family, Teeter family, Thomas family, Van Zee family, Velasco family, Waibel family, Walter family, Weber family, Wilson family

Images of the slide and the issues it presents

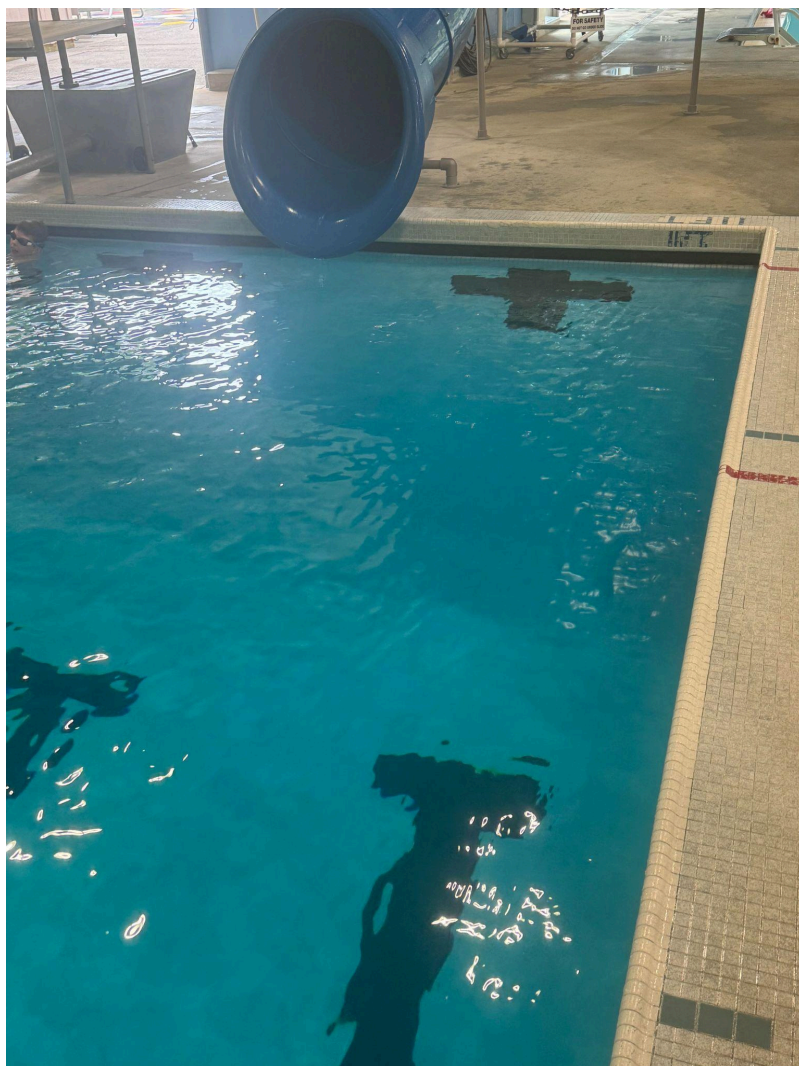


Scoreboard view blocked for participants and guests. Athletes and families cannot see time or place for 3 of the 6 lanes

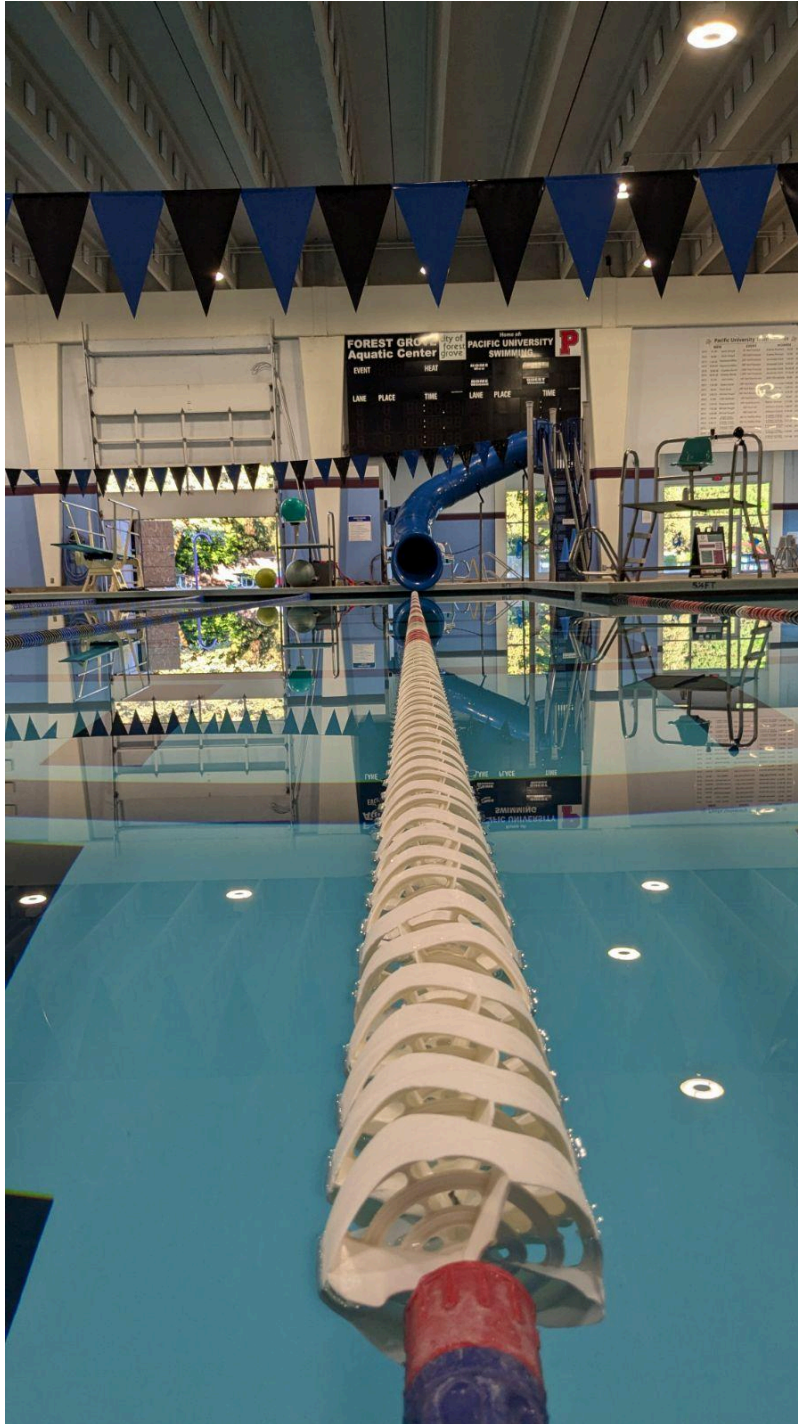


Lip of slide in two competition lanes

Blocks view of meet officials who verify stroke and turn accuracy for sanctioning



Lip of slide from athlete view.
Creates an issue for flip
turns and backstroke



Lanes 4-6 on scoreboard blocked for athletes. Athletes cannot see their placement or time from the water



View of slide for athlete in far lane, creates a hindrance for accurate swimming

Letter requesting to be added back to the website. Sent on June 23, 2024



Forest Grove Swim Club P.O. Box 242 Forest Grove OR 97116 www.fgdragons.com

Greetings to Mayor Wenzl, City Councilor Marshall, Parks and Recreation Director Lane and to whom it may concern,

On behalf of the Forest Grove Swim Club, I am writing to ask that the Forest Grove Swim Club, which has been a staple of the Forest Grove community since 1969, could be **re-included** on the webpage of the Forest Grove Parks and Recreation page, as it was this past year, and has been in the many years past. You will notice that the Hillsboro Heat, the competitive swim club for Hillsboro, is, and has been, included on the Hillsboro Parks and Recreation page. Additionally, we would like to have non- Forest Grove Parks and Recreation events that are in our community be included on the Forest Grove Parks and Recreation page as well. You will notice that the Hillsboro Parks and Recreation page includes events such as the Astoria Scandinavian festival, among many other family friendly events, on their website. Our neighboring communities seem to have many more opportunities, or at least communication about opportunities to engage families in a positive way in the community, events such as our 2nd annual FGSC Dragon Dash and Mini Triathlon, which is open to all ages and levels of interest. I would like to see Forest Grove also offer that communication.

The more opportunities that we can announce and provide for our community in the areas of safety, recreation and positive community interaction, allows Forest Grove to continue to grow and be a viable, family friendly community. We respectfully request to be allowed to continue to have a symbiotic relationship with the Forest Grove Parks and Recreation department, as we have in the past by being **re-included** on the Forest Grove Parks and Recreation webpage, as well as an opportunity to be **re-included** in flyers, announcement displays at the pool and community inclusion. Thank you for your time and consideration,

Respectfully,

Erica DeBois

Board President/ Parent to Easton and Sawyer
Forest Grove Swim Club

Amanda Eayrs

Board Vice President/ Parent to Sophia and Donovan
Forest Grove Swim Club

Corissa Mazurkiewicz

Board Secretary/ Parent to Sophia and Jesse
Forest Grove Swim Club

Rachelle Krieger

Member at Large/ Parent to Shelby, Ethan and Colton
Forest Grove Swim Club

Kim Jennings

Meet Manager/ Parent to Savannah and Adalyn
Forest Grove Swim Club

Follow up Email sent on July 17, 2024 pointing out every city around Forest Grove includes their competition teams on their websites

Hello Mayor Wenzl, Director Lane and Councilor Marshall,

I am writing to follow up on our Club's letter requesting to be included as a mention and a link on the Forest Grove Parks and Recreation website that I sent via email on June 23rd.

I wanted to additionally bring to light that **EVERY** community parks and recreation department that surrounds Forest Grove has a link to their competitive swim clubs. I believe Forest Grove should follow suit and be inclusive by simply **re-** adding a link to Forest Grove's competitive swim club. The Forest Grove Swim Club conservatively brings around \$20,000 in revenue to the Forest Grove Aquatic Center in aquatic membership dues and meet revenue per year. We believe that it would benefit the Parks and Recreation Department, and the Community of Forest Grove, to grow this revenue by allowing the community to access information about the Club via the Forest Grove Parks and Rec district, just as:

Tualatin Hills

<https://www.thprd.org/activities/aquatics/competitive-aquatic-clubs>

Hillsboro

<https://www.hillsboro-oregon.gov/our-city/departments/parks-recreation/classes-programs/youth-sports/youth-community-leagues-programs>

Chehalem Parks and Rec

<https://www.cprdnewberg.org/general/page/aquatic-sports>

McMinnville Parks and Rec

<https://www.mcminnvilleoregon.gov/aquatic/page/fantastic-community-partners>

Tillamook YMCA

<https://www.tillamookymca.org/programs/>

Please consider our request as a reasonable community partner ask of Forest Grove, that all of our surrounding communities (Hillsboro, Beaverton, McMinnville, Newberg and Tillamook) have been doing for many years.

Thank you for your time and attention.
Respectfully,

Erica DeBois
Board President
Forest Grove Swim Club

Facilities

Parks & Trails

Activities

Events

Connect

En Español

[Activities](#) > [Aquatics](#) > Competitive Aquatic Clubs

Competitive Aquatic Clubs



Competitive Programs

The clubs are separate organizations from the park district; however, pool use requires a THPRD account. Please contact each club individually for team membership and training schedule information.

Tualatin Hills Swim Club

The Tualatin Hills Swim Club provides the opportunity for swimmers of all ages and levels to develop their skills. For more information, call Head Coach Franz Resseguie at (503) 629-5568 or visit the club's website www.thunderboltswimming.org.



Tualatin Hills Dive Club

The Tualatin Hills Dive Club has offered diving programs to all ages for more than 40 years. Programs range from lessons to advanced-level competition. For more information, email the dive club at thillsdiveclub@gmail.com or visit the club's website at <https://www.thillsdiveclub.com>



Tualatin Hills Synchronized Swimming

The Tualatin Hills Synchro Club (also known as artistic swimming) offers the chance for swimmers, ages 6-18, to compete in the sport of synchronized swimming. For more information, please contact the Head Coach at the club's website www.thillsynchroclub.org.



Tualatin Hills Barracudas

The Tualatin Hills Barracudas is a Masters Swim Club that welcomes swimmers 18 years of age and older, regardless of previous organized workout swimming



Aquatics

[Home](#)
[Adaptive Aquatics](#)
[Aquatic Drop In Programs](#)
[Aquatics Class Descriptions](#)
[Competitive Aquatic Clubs](#)
[Frequently Asked Questions](#)
[Learn To Swim](#)
[Lifeguard Training and Water Safety](#)
[Instructor Certification](#)
[National Water Safety Month](#)
[Rentals and Pool Parties](#)
[Splash Pad](#)
[Splash Swim Team](#)
[Water Fitness Classes](#)
[Water Safety Programs](#)

Activities Guide

Fall 2024
[Full Guide](#) [PDF](#) | [Interactive](#)

Summer 2024
[Full Guide](#) [PDF](#) | [Interactive](#)

Community

Business

Our City

Services

How Do I ...

- Parks & Recreation

+ About Us

- Classes & Programs

Activities Guide

+ Registration

Adaptive Recreation

Adult Sports

- Youth Sports

Youth Community Leagues & Programs

+ Fitness & Wellness

+ Nature

+ Arts

Volunteer

Early Childhood

Summer Camps

Rollin' Rec

The Outpost

+ Events

+ Facilities & Rentals

+ Parks & Nature

Contact Us

[Our City](#) > [Departments](#) > [Parks & Recreation](#) > [Classes & Programs](#) > [Youth Sports](#) >

Youth Community Leagues & Programs

[Print](#) [Feedback](#) Font Size: [A](#) [A](#) [A](#)

Community Competitive and Recreational Leagues

These resources are provided as a courtesy and are not maintained by the City of Hillsboro. By clicking these links you will be leaving the City of Hillsboro website.

Baseball	+
Basketball	+
Football	+
Lacrosse	+
Soccer	+
Softball	+
Swimming	-
Hillsboro Heat Swim Team	
Wrestling	+



Aquatic Sports



Swim Team

The Chehalis Sharks Swim Team (CST) is open to all in and out of district residents. We are a non-profit club run by a parent elected Board of Directors and sanctioned by USA swimming.

Swimmers traditionally range in age from 7-18 years. The team is comprised of a variety of squads based on age and skill level. Practices take place Monday - Friday (afternoons/evenings) with additional practices Saturday. CST's competitive squads participate in swim meets locally, in state, and out of state for higher level championship meets. An entry level pre-competitive squad is also available.

Tryouts are available once a month. Minimum entry requirement includes successful completion of CPRD's Level 4 (or similar program).

- 25 yards Freestyle (front crawl) with side breathing
- 25 yards Backstroke
- Flutter Kick - on front and back
- Dolphin Kick - general understanding
- Basic Water Comfort (deep water safe)

To schedule a try out session please contact Head Coach Lalanya Fisher at lfisher1022@gmail.com

To learn more about CST please visit the team's website: www.cstsharks.com



Water Polo

This team sport combines basketball, football and swimming. It is played with a yellow volleyball-like ball in a pool with six players and a goalie on each team. The object is to put the ball into the opponent's goal.



GOVERNMENT BUSINESS COMMUNITY I WANT T

How can we help you?



Financial Assistance

Adaptive Programs

Accommodation Request

Sponsorship

MacPAC Committee

Drowning Prevention & Facility Disclaimer

Community Partners

Staff Directory

Contact Information

Aquatic Center
138 NW Park Drive
McMinnville, OR 97128
Phone: 503-434-7309
aqoffice@mcminnvilleoregon.gov

[View Full Contact Details](#)



AQUATIC CENTER

Fantastic Community Partners

Through the power of Community Partnership we are able to host some great programs! Check them out...

Mac High Swim Team (Grizzlies) Partnership Program for over 65 Years!

With 5 State Titles, and numerous top 4 finishes and District Championships, this program has a proven history of producing great athletes and teams. Truly a sport for everyone, the coaches train and develop novice swimmers as well as national level competitors. Go Grizzlies!

McMinnville Swim Club (Makos) Partnership Program for over 65 Years!

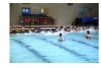
The MSC's mission is to promote the sport of swimming in the community with an emphasis on individual progression and team unity. We strive to develop excellence in our youth as citizens and athletes. [Visit our Website](#). Go Makos!

Chemeketa Community College Partnership Program for 15 Years!

Chemeketa Community College and the MAC have partnered for a "More Fit Tomorrow!" Receive college credit for working out. Contact Chemeketa Now at 503-584-7541. [Visit our Website](#).

Ron Kam Survival Swimming Program Partnership Program for over 45 Years!

Over 45 years ago, a youngster tragically drowned in a Perrydale farm pond. Each year since, McMinnville 3rd graders learn an important life skill: how to swim on their backs with clothes on. They spend a week at the pool learning to swim to safety in the event of a water accident. All six elementary schools bring students to the pool for hour-long swim & safety lessons originally developed by past Aquatic Manager, Ron Kam. For some students, it's a first exposure to water. For others, it's a chance to practice skills and enjoy the pool. The program is conducted by School District and Aquatic Center staff.



PROGRAMS

SMART SEARCH

Search (ex: soccer) **Go**

BRANCHES

☐ PAC Bowling (0)

☐ Tillamook (13)

FILTER CATEGORIES

☒ **View All** (18)

☐ Adult (5)

☐ Fitness (5)

☐ Senior (2)

☐ Special Event (2)

☐ Sports (5)

☐ Swim (3)

☐ Youth (7)

[Reset Form](#)



Youth Volleyball

Tillamook



Tillamook Youth Football 2024

Tillamook



Youth Flag Football

Tillamook



Annual Dinner and Auction

Tillamook



Youth Fall Baseball/Softball

Tillamook



Personal Training

Tillamook



Aquatic Fitness

Tillamook



Yfitpass

Tillamook



Orientation

Tillamook



Swim Lessons

Tillamook



Pilates one on one in the Pilates Studio

Tillamook



Birthday Party

Tillamook



Sharks Swim Team

Tillamook



A place where families and businesses thrive.

CITY RECORDER USE ONLY:

AGENDA ITEM #: _____

MEETING DATE: _____

FINAL ACTION: _____

CITY COUNCIL STAFF REPORT

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Mariah Woods, City Recorder*

MEETING DATE: *August 26, 2024*

SUBJECT TITLE: *Accept Boards/Commissions Resignation
Committee for Community Engagement*

ACTION REQUESTED:

☐	Ordinance	☐	Order	☐	Resolution	☐	Motion	☒	X	☐	Informational
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X all that apply

ISSUE STATEMENT

Accept Resignation on the Committee for Community Engagement (Tom Cook, Appointed 12/16, Term Expiring 1/31/28)

STAFF RECOMMENDATION

Staff recommends City Council accept the above-noted resignation and deem seat vacant.



A place where families and businesses thrive.

CITY RECORDER USE ONLY:

AGENDA ITEM #: _____

MEETING DATE: _____

FINAL ACTION: _____

CITY COUNCIL STAFF MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

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

MEETING DATE: *August 26, 2024*

SUBJECT TITLE: *Tourism Capital Grant Program Awards*

ACTION REQUESTED:

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

X all that apply

BACKGROUND:

The City Council approved a 2.5% local Transient Lodging Tax (TLT) effective January 1, 2018. 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.

Furthermore, the City Council approved a Tourism Capital Grant Program funded by the TLT, effective November 13, 2023. This program allows groups to apply for a reimbursement of up to \$2,500 to purchase durable goods to support an event that attracts attendees from outside of Forest Grove and encourages them to stay overnight. Applicants have six months from the grant award to request a one-time reimbursement.

The purpose of the Tourism Capital Grant Program is to provide financial assistance for capital expenditures 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.

SUMMARY:

The Forest Grove / Cornelius Chamber of Commerce is requesting a grant of \$2,500 to purchase new holiday lighting and to repair existing lights. The Chamber plans to install the lights, with assistance from Light & Power for the holiday season. Currently the lights are in dire need of replacement or repair.

Staff has reviewed the application and finds that it meets the eligibility requirements of the program. Staff recommends approval of the funding request.

The Forest Grove Cornelius Chamber of Commerce is requesting \$5,000 for tents, signage and promotional materials, to be used at a variety of events, including Tourism related events.

Staff has reviewed the application and finds that it meets the eligibility requirements of the program. Although the request is for \$5,000, the limit to the program is \$2,500. Staff recommends an award of \$2,500.

FISCAL IMPACT:

\$5,000 from the TLT fund.

ATTACHMENT(s):

Capital Grant Request Form

Tourism Capital Grant Applications: August 26, 2024

Organization: Chamber of Commerce

Requested Funding Amount: \$2,500

Describe the item to be purchased or approved:

Commercial Holiday Light Display items, existing holiday lighting that needs repairs.

Describe how the purchase will further the city's tourism goals:

The holiday season in Forest Grove is a time of cozy shopping and eating out, with quaint events like the Holiday Tree Lighting and Holiday in the Grove to keep families visiting town. Making the downtown a winter wonderland with festive light displays will increase the desire to visit Forest Grove more often. The goal is to create an ambiance that feels welcoming and attracts visitors from all over. Other towns have created fantastic light displays that attract families to visit, stroll, take photos, and then shop and eat in the area. This is an essential goal for Forest Grove to achieve.

Commercial holiday lighting pieces are very expensive ranging from \$250 for a small star to \$15,000 for an extensive walk-through ornament-shaped display. The City must invest for several years to create a complete display. Repairs must also be made every year to ensure safety and best display. Further investment may need to happen for things like suspended over-the-street displays. Each suspended garland costs about \$2000. Averaging about 10 per block equals about \$20,000 just for the lights for one block. See the attached document for inspiration. Visit <https://holidayoutdoordecor.com/design/> to see examples and prices of commercial holiday lights.

Organization: Chamber of Commerce

Requested Funding Amount: \$2,500

Describe the item to be purchased or approved:

Commercial Holiday Light Display items, existing holiday lighting that needs repairs.

Describe how the purchase will further the city's tourism goals:

The holiday season in Forest Grove is a time of cozy shopping and eating out, with quaint events like the Holiday Tree Lighting and Holiday in the Grove to keep families visiting town. Making the downtown a winter wonderland with festive light displays will increase the desire to visit Forest Grove more often. The goal is to create an ambiance that feels welcoming and attracts visitors from all over. Other towns have created fantastic light displays that attract families to visit, stroll, take photos, and then shop and eat in the area. This is an essential goal for Forest Grove to achieve.

Commercial holiday lighting pieces are very expensive ranging from \$250 for a small star to \$15,000 for an extensive walk-through ornament-shaped display. The City must invest for several years to create a complete display. Repairs must also be made every year to ensure safety and best display. Further investment may need to happen for things like suspended over-the-street displays. Each suspended garland costs about \$2000. Averaging about 10 per block equals about \$20,000 just for the lights for one block. See the attached document for inspiration. Visit <https://holidayoutdoordecor.com/design/> to see examples and prices of commercial holiday lights.



A place where families and businesses thrive.

CITY RECORDER USE ONLY:

AGENDA ITEM #: _____

MEETING DATE: _____

FINAL ACTION: _____

CITY COUNCIL STAFF MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

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

MEETING DATE: *August 26, 2024*

SUBJECT TITLE: *Tourism Event Sponsorship Awards*

ACTION REQUESTED:

☐	Ordinance	☐	Order	☐	Resolution	☒	Motion	☐	Informational
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X all that apply

BACKGROUND:

The City Council approved a 2.5% local Transient Lodging Tax (TLT) effective January 1, 2018. 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.

Furthermore, the City Council approved Resolution 2023-52 on November 13, 2023, establishing a Tourism Event Sponsorship Program, funded by TLT. The Event Sponsorship Program was in addition to the Tourism Capital Grants Program and Tourism Installation Art Program.

The Tourism Events Sponsorship Program allows groups to apply for up to \$5,000. In exchange for the funds, the city receives recognition as a sponsor in marketing materials including social media, the website, flyers, announcements and booth space, as applicable. According to the program requirements, sponsorship awards are placed on the Consent Agenda for approval by City Council as the applications come in. The Program is currently funded at \$40,000 for FY 24-25.

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 with the objective increasing overnight lodging stays in the City of Forest Grove. The program is open to all businesses and non-profits located in Forest Grove. Staff have reviewed the applications to ensure they meet the goals and criteria of the program.

Each request for sponsorship is scored with the following matrix to determine eligibility and funding leve

Scoring Rubric	100
Overnight Stays – Will attendees likely stay overnight in Forest Grove? Up to 30 points	
Brand Alignment – How does the event's theme and audience align with the City's brand? Up to 20 points	
Audience Reach – What is the estimated reach of the event's attendance? Up to 10 points	
Brand Reach – What is the total marketing budget and how will the City be recognized? Up to 10 points	
Brand Visibility - How prominent is the City's tourism brand on event materials? Up to 10 points	
Experience – Do the organizers have a proven record of producing successful events? Up to 10 points	
Seasonality – Will the event attract visitors during non-peak tourism times? Up to 10 points	

Scores of 80-100 are eligible for \$5,000 in sponsorship funding. Scores of 60-79 are eligible for \$3,000 in sponsorship funding. Scores of 59 and below are not eligible to receive funding.

SUMMARY:

Event:	Organizer:	Staff Recommendation:	Amount
Chalk Art Festival	Valley Art Assoc.	Approve	\$500
Winter Wine Walk	Chamber of Commerce	Approve	\$5,000

Chalk Art Festival

The Valley Art Association has applied for a sponsorship award for the annual Chalk Art Festival. The event is scheduled for September 21, 2024. The Association is requesting \$500. Staff has reviewed and scored the request form, determining that the event meets the eligibility requirements of the program. Staff recommend funding the sponsorship at \$500.

Winter Wine Walk

The Chamber of Commerce has applied for a sponsorship award for a Winter Wine Walk. The event is scheduled for November 9, 2024. The Chamber is requesting \$5,000. Staff has reviewed and scored the request form, determining that the event meets the eligibility requirements of the program. Staff recommend funding the sponsorship at \$5,000.

STAFF RECOMMENDATION:

Approve sponsorship for the Chalk Art Festival for \$500.

Approve sponsorship for the Winter Wine Walk for \$5,000.

FISCAL IMPACT:

\$500 from the TLT fund.

ATTACHMENT(s):

- Chalk Art Festival Sponsorship Application
- Winter Wine Walk Sponsorship Application

Tourism Sponsorship Applications: August 26, 2024

Event Name: Chalk Art Festival

Event Date(s): September 21, 2024

Event Website:

Organization: Valley Art Association

Event Location: Main Street, College Way, 21st Ave., Pacific Ave.

Requested Funding Amount: \$500

Event Hours: 8:00 a.m. – 4:00 p.m.

Expected Number of Attendees: 1000

Describe the Event:

This event allows all ages, cultures, backgrounds, and skill levels to come together and spend the day creating art on the sidewalk. There will be several featured artists, entertainment from local musicians, and a balloon artist. People come from all over to spend the day participating and enjoying all that Forest Grove has to offer. Last year 433 squares were sold with many family and friends together creating sidewalk masterpieces. The funds from sponsors and ticket sales for squares go towards the cost to provide this and offset costs for students taking classes at Valley Art. Valley Art also wants to provide scholarships to high school students in Forest Grove who pursue classes in art at the college and university level.

Describe your marketing plan including anticipated reach:

We plan to send out letters to businesses in Forest Grove and the Metro area for sponsorship to the event. A poster in English and in Spanish will be given to businesses and organizations in the Metro area including Forest Grove. We will advertise with Pamplin media and I place calendar events at news stations as I'm allowed. Many businesses near Valley Art look forward to this event as they are prepared for more people entering their businesses. With several streets closed to traffic it allows people to freely walk around reviewing art and enjoying lunch at one of the local vendors. Valley Art will not sell food but local businesses will be open to sell meals.

Questions:

Is the event open to the public?	Yes
Are patron admission, entry or participation fees charged?	Yes
Will food be served or sold?	No
Will alcohol be served or sold?	No
Will there be product, merchandise or service sales?	No
Will there be canopies or tents?	Yes
Will there be amplified sound?	Yes
Are you seeking other sponsorships?	Yes
Sponsorship levels if applicable:	Yes

Event Name: Winter Wine Walk

Event Date(s): November 9, 2024

Event Website: fgcchamber.org

Organization: Chamber of Commerce

Event Location: Multiple downtown businesses

Requested Funding Amount: \$500

Event Hours: 12:00 p.m. – 4:00 p.m.

Expected Number of Attendees: 400

Describe the Event:

This event was designed to support shopping to our downtown retail establishments and to reinforce Forest Grove's position as a wine destination. Placing local Oregon wineries in downtown shopping locations for wine tasting creates a driver for visitors. The Chamber has done extensive marketing for the event the past 2 times it has been held. That marketing has paid off with visits to our event from all over. In fact, at the last event 69% of the ticketed guests were NOT from Forest Grove. This is a huge win in supporting tourism to our town.

Tourism Sponsorship Applications: August 26, 2024

The next event will be the first Saturday in November. This time of year is the beginning of the holiday shopping season. This event will kick off the holidays shopping in Forest Grove and bring many visitors to our town. As the Chamber of Commerce our main purpose is to support businesses. This event has been a significant success to support small businesses in the downtown area as well as Oregon wineries and tourism. The report from the last wine walk is attached for more information about the visitors and the businesses involved.

The Chamber appreciates the Cities interest and support for events that lead to successful outcomes for our community. We hope you see this event as a premier event to bring visitors to Forest Grove and support it at the highest level possible.

Describe your marketing plan including anticipated reach:

The Chamber has a detailed marketing plan for this event. Our approach includes several free marketing options as well as paid and print options.

Wine Walk Marketing Plan

- City Club of Forest Grove - event listing.
- Discover Forest Grove - event listed on website, ask to promote on social media
- City of Forest Grove - flyer submitted to include in their monthly newsletter
- Chamber of Commerce - flyer submitted to include in weekly newsletter and social media
- Reader boards in Forest Grove - 7 reader boards that can display event info
- Banner - to be hung on Forest Grove poles and hung on Lions club poles
- Event posters - displayed in business windows
- Write press release and send out to press contacts
- Pass out flyers at up coming events: rise and shine, halloween events.
- Event listing on tualatinvalley.org
- Event listing on traveloregon.com (pending approval)
- Event listing on travelportland.com (pending approval)
- Event inclusion in Tualatin Valley's consumer and industry newsletters
- Submit to Via Magazine for calendar listing

Paid marketing:

- Pamplin media paid marketing
 - Use 10,000 impressions towards this event. 2-3 weeks before the event
 - Ad in the e-blast - as they have inventory available for this type of ad.
 - Press Release to Nick LaMora Nlamora@pamplinmedia.com
- Facebook and Instagram paid advertising - video type ad
- Marketing from WCVA: on calendar and in roundup of wine events.

Questions:

Is the event open to the public?	Yes
Are patron admission, entry or participation fees charged?	Yes
Will food be served or sold?	No
Will alcohol be served or sold?	No
Will there be product, merchandise or service sales?	Yes
Will there be canopies or tents?	Yes

Tourism Sponsorship Applications: August 26, 2024

Will there be amplified sound?	No
Are you seeking other sponsorships?	Yes
Sponsorship levels if applicable:	Yes

Monthly Building Activity Report July-24

2024-2025

	Period:	July-23	Period:	July-24
Category	# of Permits	Value	# of Permits	Value
Man. Home Setup				
Res 1 & 2 Family New	6	2,965,013.00	26	8,394,494.54
SFR Addition & Alt/Repair	5	51,250.00	6	119,960.58
MultiFamily New				
Multi Family Alterations/Repair/Additions	1	39,500.00		
Group Care Facility	1	4,000.00		
Commercial New	1	28,719.00		
Commerical Addition	4	385,183.00		
Commercial Alt/Repair	3	433,251.00	1	10,000.00
Industrial New	1	13,469,496.00		
Industrial Addition				
Industrial Alt/Repair	3	253,443.00		
Gov/Pub/Inst (new/add)	2	70,986.00	1	5,154,735.00
Signs	3	34,221.00		
Grading	1		1	
Demolitions	1			
Total	32	\$17,735,062.00	35	\$13,679,190.12

Fiscal Year-to-Date

2023-2024		2024-2025	
Permits	Value	Permits	Value
32	\$17,735,062	35	\$13,679,190

CITY COUNCIL MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Mariah Woods, City Recorder*

DATE: *26 August 2024*

SUBJECT TITLE: *Liquor License Change of Ownership*

BACKGROUND:

City Code Sections §110.071-110.073 requires any applicant/business requesting endorsement for a new liquor license application to submit to a criminal background check and have a valid City business license in accordance with City Code. The Police Chief has reviewed the applicable records check of the licensee and has made recommendation to:

- ***Forward with approval – No legal basis for denial noted.***

The OLCC also conducts its investigation, i.e., if the business location has had problems with OLCC, police or neighbors; the applicant has a criminal history; the applicant has provided false information; and/or the applicant has a history of abusing drugs or alcohol.

STAFF RECOMMENDATION:

Staff recommends City Council authorize endorsement of the attached application for a new Liquor License. The City's endorsement will be submitted to OLCC and OLCC approves, denies, restricts, or makes recommendations to OLCC Commissioners. If application is approved, the OLCC will issue the license. If application is denied or restricted, there is a process by OLCC to contest the decision.

ATTACHMENT(s):

Liquor License Change Application



A place where families and businesses thrive.

CITY RECORDER USE ONLY:

AGENDA ITEM #: _____

RECEIVED: _____

MEETING DATE: _____

FINAL ACTION: _____

LIQUOR LICENSE RECOMMENDATION

BUSINESS NAME / INDIVIDUAL: Safeway #406

BUSINESS LOCATION ADDRESS: 2836 Pacific Ave, Forest Grove, OR 97116

LIQUOR LICENSE TYPE: Off-Premises Sales

CITY BUSINESS LICENSE: _____

1. TYPE OF LICENSE:		2. LICENSE FEE:	
F-COM – Full On-Premises Sales		L – Limited On-Premises Sales	\$100.00 New Application
F-CAT – Full ON-Premises Sales, Caterer	X	O – Off-Premises Sales	X \$ 75.00 Change of License
F-FPC/F-CLU – Full On-Premises, Private		SEW – Special Event Winery	\$ 35.00 Temporary Sales
F-PL – Full On-Premises Public Location		SEG – Special Event Grower	\$ 35.00 Annual Renewal
TSL – Temporary Sales License		SED – Special Event Distillery	\$ 20.00 Event License
BP – Brewery Public House		Distillery	\$ No Charge: Temp Annual Use
FULL ON-PREMISES SALES		LIMITED ON-PREMISES SALES	X OFF-PREMISES SALES
Allows sale and service of distilled spirits, malt beverages, wine and cider for consumption on licensed premises and required to have dining seating. Allows sale of malt beverages, wine and cider in securely covered container (growler) for consumption off licensed premises. Also allows applying for temporary use of annual license for special events off-premises.		Allows sale and service of malt beverages, wine and cider for consumption on licensed premises. Allows sale of malt beverages, wine and cider in securely covered container (growler) for consumption off licensed premises. Also allows applying for temporary use of annual license for special events off-premises.	
		BREWERY – PUBLIC	
		Allows manufacturing malt beverages and to sell and distribute to patrons and wholesalers. Allows sale of malt beverages, wine and cider in securely covered container (growler) for consumption off licensed premises.	

APPLICABLE CRIMINAL RECORDS CHECK:

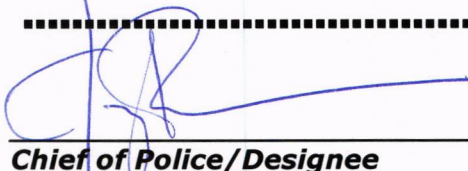
☐ NONE

☒ SUPPORTING DOCUMENTATION ATTACHED

RECOMMENDED ACTION:

☒ FORWARD WITH APPROVAL

☐ REJECT APPLICATION (Memorandum Required)


Chief of Police/Designee

7.30.24
Date



A place where families and businesses thrive.

**City Council Work Session Meeting Minutes
Climate Friendly and Equitable Communities**

**Monday, July 8, 2024
Community Auditorium**

Minutes are unofficial until approved by City Council.

1. **ROLL CALL: COUNCIL PRESENT:** Timothy Rippe, Council President (Zoom); Donna Gustafson; Michael Marshall; Karen Martinez; Elena Uhing (Zoom); Mariana Valenzuela; and Malynda Wenzl, Mayor. **COUNCIL ABSENT:** none.
2. **STAFF PRESENT:** Jesse VanderZanden, City Manager; Paul Downey, Assistant City Manager/Finance Director; Bryan Pohl, Community Development Director; Mariah Woods, City Recorder.
PLANNING COMMISSIONERS PRESENT: Brandon Culbertson, Virginia “Ginny” Sanderson, Angel Falconer, Nicole Ellis.

A. 5:30 PM – COUNCIL WORK SESSION: Climate Friendly and Equitable Communities

Mayor Wenzl called the work session to order at 5:31 p.m. via in-person and Zoom.

VanderZanden gave opening comments for the work session.

Bryan Pohl presented slides on CFEC.

Pohl and VanderZanden responded to questions for clarification:

- it has been appealed to the court of appeals and largely rejected, but there is a pending application with the Oregon Supreme Court. However, any response from the Supreme Court will likely be after December, and if the Council does not make a choice before then, option 1 will automatically be applied.
- No exemptions are allowed in the half-mile corridor.
- Airbnb would not be regulated any differently than residential.
- Developers can still include parking in their designs even when not required of them, and may continue to opt to do so of their own accord.

There was broad agreement that the new rules do not fully consider the needs of smaller communities with limited public transportation such as Forest Grove.

Consensus was reached that the Parking B option would be the best choice for the City, as it gives the City some ability to address it's particular needs. Within that category, agreement was reached to select options 1 and 2.

B. Adjournment:

Mayor Wenzl adjourned the work session at 6:40 p.m.



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**City Council Work Session Meeting Minutes
Council Compensation**

**Monday, July 8, 2024
Community Auditorium**

Minutes are unofficial until approved by City Council.

1. **ROLL CALL: COUNCIL PRESENT:** Timothy Rippe, Council President (Zoom); Donna Gustafson; Michael Marshall; Karen Martinez; Elena Uhing (Zoom); Mariana Valenzuela; and Malynda Wenzl, Mayor. **COUNCIL ABSENT:** none.
2. **STAFF PRESENT:** Jesse VanderZanden, City Manager; Paul Downey, Assistant City Manager/Finance Director; Bryan Pohl, Community Development Director; Mariah Woods, City Recorder.

A. 5:30 PM – COUNCIL WORK SESSION: Climate Friendly and Equitable Communities

Mayor Wenzl called the work session to order at 6:44 p.m. via in-person and Zoom.

Paul Downey, Assistant City Manager/Finance Director, presented the City's slides. David Anderson, Budget Committee Chair, presented the Budget Committee's slides.

Discussion:

Councilor Uhing spoke about the Federal Volunteer Act and the protections it affords to volunteers. She stated that the change will require more staff time to process and change, as two different systems would need to be set up. Stated that the change should go before voters in order to be more transparent.

Downey clarified that the stipend and health insurance are already set up in the current system, so no additional staff time would be needed to make the changes.

Wenzl noted that DEI and increasing engagement are two of the Council's values, and this change would bring the council more in line with those values, as it would make it easier for more people to run for office. This is technically a decrease in salary, and she would be willing to take that decrease in order to increase participation and engagement. She suggested bringing the change as a resolution and adding a public hearing so that the Council can hear feedback from the public.

Councilors Gustafson, Rippe, and Martinez, and Uhing were in agreement that the change should go before the voters for the sake of transparency.

Wenzl noted that the initial compensation package never went before the voters, and that this is an opportunity for the Council to consider and choose what they think the most equitable compensation is.

Valenzuela agreed with the mayor, stating that if the Council truly cared about equity and wants to encourage participation and engagement, they would support measures such as this that make it easier for people from different backgrounds to be part of Council.

Uhing responded that in that case, the Council should be paid a living wage.

Martinez stated that she prefers the insurance because it is better than what her place of employment offers.

Staff noted that the deadline to submit a measure for the November ballot is August 27. The City can file for the May 2025 ballot without charge, but would have to pay a fee to be on the March ballot.

A majority of the Council was in consensus that more discussion was needed before the Council moved forward.

B. Adjournment:

Mayor Wenzl adjourned the work session at 6:40 p.m.



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City Council Regular Meeting Minutes

Monday, July 8, 2024
Zoom Community Auditorium

Minutes are unofficial until approved by City Council.

A. Call to Order / Pledge of Allegiance / Land Acknowledgement Statement

Mayor Wenzl called the regular City Council meeting to order at 7:18 p.m. via in-person and Zoom Webinar Video Conference. The meeting was held in a “hybrid” format allowing the public to attend both virtually and in-person in the Community Auditorium. Members of the public could observe the meeting **LIVE** on **Zoom Webinar** or on television on Tualatin Valley Community Television (TVCTV) Government Access Programming.

1. **ROLL CALL: COUNCIL PRESENT:** Timothy Rippe, Council President (via Zoom); Donna Gustafson; Michael Marshall; Karen Martinez; Elena Uhing (via Zoom); and Mariana Valenzuela; and Malynda Wenzl, Mayor. **COUNCIL ABSENT:** None.
2. **STAFF PRESENT:** Jesse VanderZanden, City Manager; Paul Downey, Assistant City Manager/Finance Director; Ashley Driscoll, City Attorney; Bryan Pohl, Community Development Director; Mariah Woods, City Recorder.
3. Mayor Wenzl read the Fill-the-Boot for MDA Proclamation

B. Public Comment:

1. CC07-08-2024 Written Public Comments received by 3:00 pm on the day of the meeting were published in the Council Packet.
2. In-Person:
 - a. Kristy Kottkey: In the discussions about the Charter recommendations, the Council spent a notable amount of time discussing the wording in the mayor’s role, and very little time on term limits, which a majority of community respondents said they would support limits. She would like to see councilor attendance in person improve. Was shocked after David Anderson’s thorough presentation to hear Council ignore the Budget Committee’s findings. School Board has moved their meetings to Tuesday evenings so people can attend both Council and school board meetings.
 - b. Lauren, a frequent ride connection rider, spoke in thanks for ride connection. Her only issues are that there are no school routes, and no late routes. The Ride Connections drivers are very helpful. More service would make people’s lives a lot easier.

- c. Unidentified. A longtime user of Ride Connection, he said that it is a very important program and is much needed in the community.
- d. Danielle Lopez. She became aware of Ride Connection because her kids would sometimes miss their school bus. She is grateful that they are extending their programs, but there is still concern from community members who need longer windows of service.

C. Consent Agenda:

- 1. Approve Public Arts Commission Meeting Minutes of 11.14.2023
- 2. Approve Public Arts Commission Meeting Minutes of 12.14.2023
- 3. Approve Public Arts Commission Meeting Minutes of 01.24.2024
- 4. Approve Public Arts Commission Meeting Minutes of 02.15.2024
- 5. Approve Public Arts Commission Retreat Minutes of 03.02.2024
- 6. Approve Public Arts Commission Meeting Minutes of 03.21.2024
- 7. Approve Public Arts Commission Meeting Minutes of 04.18.2024
- 8. Approve Public Arts Commission Meeting Minutes of 05.16.2024
- 9. Approve Historic Landmarks Board Meeting Minutes of 05.21.2024
- 10. Monthly Building Report - June
- 11. Approve New Liquor License - B'Lynn's Candies

MOTION: Council President Rippe moved, seconded by Councilor Gustafson, to approve the Consent Agenda. **VOICE VOTE:** AYES: Councilors Gustafson, Marshall, Martinez, Rippe, Uhing, Valenzuela, and Mayor Wenzl. NOES: None. ABSENT: None. **MOTION CARRIED 7-0.**

D. Additions/Deletions:

- 1. City Manager: None
- 1. Proposed by Councilors: None.

E. Presentations:

1. Ride Connection: Service Enhancements:

Reza Farhoodi, Senior Planner - Washington County, presented slides on Ride Connection's service updates.

Questions:

- Service does go to the High School. (Valenzuela)
- Between Pacific University, High School, and Middle School, 40-60% of usership are students. (Valenzuela)

- Most of the stops were set in 2013, and they are open to feedback. They are also a flexible service, and will make stops between official stops on request, and will deviate up to half a mile off their route to pick people up. (Rippe)

F. Public Hearings, Ordinances, and Resolutions

1. RESOLUTION NO. 2024-35 CALLING AN ELECTION IN THE CITY OF FOREST GROVE ON NOVEMBER 5, 2024 TO AMEND THE CITY'S HOME RULE CHARTER

Staff: Ashley Driscoll, City Attorney

Staff Report:

Ashley Driscoll presented the staff report on the Resolution.

There was a discussion around the change of the word "disability" and whether the proposed language was sufficient. Driscoll clarified that the clause is meant specifically as a protection for councilors who may be temporarily unable to attend council meetings. Rippe proposed the word "incapacitated," which Driscoll said would expand what the clause originally meant to say. Consensus was reached to move forward with Driscoll's proposed language.

Mayor Wenzl called for a motion to adopt Ordinance 2024-04 by title for second reading.

MOTION: Councilor Valenzuela moved, seconded by Councilor Martinez, to adopt Resolution 2024-35.

VanderZanden read the resolution by title.

Council Discussion:

Rippe thanked the Charter review Committee for their work on the Recommendations.

Wenzl expressed concern that term limits were not included, as that was a large part of the feedback from the community.

Mayor Wenzl asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Gustafson, Martinez, Marshall, Rippe, Uhing, Valenzuela, and Mayor Wenzl. NOES: None. ABSENT: None. MOTION CARRIED 7-0.

G. Council Communications:

1. Councilor Reports:

Councilor Rippe: LOC is hosting 1 hour session tomorrow about Grants Pass vs. Supreme Court. Councilor Valenzuela expressed interest in attending.

Councilor Gustafson: Nothing to report. The PAC will notify council when they have the set install dates for Seven Generation statue.

Councilor Marshall: Nothing to report.

Councilor Martinez: Nothing to report.

Councilor Uhing: Senior Center is out of compliance, so they are currently limited in doing meals on wheels etc. They are currently only doing prepackaged and frozen meals, and they are holding off on first Friday dinners. The Car Show is coming up, and the Celebrate FG event has been tabled until after Car Show. Severe weather shelters are open.

Councilor Valenzuela: Nothing to report.

2. City Manager's Report

VanderZanden recapped the City Manager's Report.

- Staff attended the First Wednesday market
- There have been several 2040 events
- Building Improvement Grant Program is now live on the website
- Summer reading has been very successful
- The Library constructions is going well
- Community engagement event at Kyle Park had 60 attendees and good feedback
- Coffee with the Chief on July 24

3. Mayor's Report

Mayor Wenzl reported on the following:

- Meeting with CD director about CFEC
- Provided dates for her upcoming meetings.
- Mayor's Youth Advisory is looking for volunteer opportunities.

H. Adjournment

Mayor Wenzl adjourned the regular Council meeting at 8:33 p.m.



***Minutes are unofficial until approve by CCI.
CCI approved the minutes as presented/amended.***

1. Called to Order

The meeting was called to order at 5:30 PM. Tom Cook chaired the meeting until new chair elected.

Present: Heather Finnigan, Tom Cook, Madigan Shepherd, Stephanie Fleischer (staff), Councilor Elena Uhing, Liasson, Katy Cannon, Davie Andersen

2. Public Comment: None

3. Consent Agenda: Correction to 1 January 2024 meeting: Hope Kramer was not present.

4. Additions/Deletions: None.

5. Discussion Items

a) Election of Chair

Dave Anderson nominated Heather Finnigan. No other nominations mentioned. Motion seconded and voted unanimously.

b) Election of Vice Chair

Tom Cook nominated Dave Anderson. No other nominations mentioned. Motion was seconded and voted unanimously. Tom Cook will continue as secretary.

c) Welcomed new board member

- Welcomed new board member Katy Cannon. She introduced herself again and gave her background.
- Dave asked if the city had selected any other new members. Councilor Ehing stated that there were no new candidates. Stated the committee should have 7 members. We currently have 5 members. It will take 3 to make a quorum.

d) 2024 ATM/Next Steps

- The matter of the ATM will be taken up after the council "retreat." Councilor Uhing stated that the council is fine with delaying the ATM.
- Format will still be the "open house" format with a spotlight on one topic/department/issue. Examples: "How to get involved in local government," "How

to get around town” with focus on transportation, summary of “Livability survey,” or focus on Waste Management. Council will get back to CCE with topic of focus.

- CCE should have Spanish translator on site during ATM.
- Tom brought up the idea of having a “passport” that each attendee could get “validated” at each station/booth, with prize for those that complete the passport. Voluntary.

e) New Website Report

- Stephanie reviewed the new website changes and features. One highlight is the “Citizens Request Tracker.”

f) Council Liaison Report

- Councilor Uhing discussed how CCE and be involved in the city newsletter via articles. Discussion about how to complete that. Stephanie stated that the staff could write a short article....but needs input on topics. Goal: one article per quarter.
- “Volunteer Dinner” could be re-instated. Date TBD.
- Budget process to begin soon.
- Councilor Uhing met with Pacific University President Cole. Discussed future of PU, ne programs, certification programs.

g) Staff Communications

- June 4th CCE meeting moved to June 11th.
- City Charter Committee has started “listening sessions” for charter review.
- City Wide Cleanup in May.
- Next agenda items: ATM, newsletter articles, future “Engage 101” sessions, cross communications between other agencies.

7. Adjournment and Announcement of Next Meeting: The meeting adjourned at 7:04 PM. The next CCE meeting will be held on Tuesday, April 2 at 5:30 PM.

Respectfully submitted,
Tom Cook, Secretary



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**Committee for Community Engagement (CCE)
Meeting Minutes**

**April 9, 2024
Zoom Community Auditorium**

***Minutes are unofficial until approve by CCE.
CCE approved the minutes as presented/amended.***

1. Called to Order

The meeting was called to order at 5:49 PM.

Present: Heather Finnigan, Tom Cook, Madigan Shepherd, Joyce Phillips (staff, Katy Cannon, Davie Andersen/Jennifer Thomas Absent: Councilor Elena Uhing, Liasson

2. Public Comment: None

3. Consent Agenda: Will approve March minutes at May meeting.

4. Additions/Deletions: None.

5. Discussion Items

a) 2024 ATM/Next Steps

Date: TBD, However target months are September or October. Time: 9-11 or 10-12.

- Topics:
- Mobility around the area/city, transportation
 - Livability survey
 - "How to get involved within the city"

b) Discussion about various ideas to promote engagement:

- "Coffee with a City Councilor"
- Booths at Farmer's Market or Corn Roast
- Produce short video: "Why Forest Grove" "Best of Forest Grove"
- Have CCE handout popsicles at city park events.
- Piggy back on "Camp Grove" events, free lunch program
- CCE presence at the "City Services Day" at fire station open house
- David/Jennifer will pull out date for possible booth set up for CCE.

c) "What's Growing On" newsletter.

Ideas for article submission: "Did you know?" topic of water and power, streets..

d) Communicating with other B and C's. "How can CCE assist?"

Discussion about ways we can help other BandC's to engage with community.
Discussed

e) Banner Policy Draft

Discussion about the new banner policy. Members have read it, no suggestions or corrections.

d) Council Liasson Report – No report

e) Staff Communications

- Joyce update CCE on Newsletter. All stats are up. Website “tracker” program is working. There will be a booth set up for the May 1 Farmer’s Market. Charter Review is near completion. There are still vacancies on the BandC’s.

6. Future Agneda Items: ATM, Follow-up on BandC’s

7. Adjournment and Announcement of Next Meeting: The meeting waws adjourned at 7:16 p.m. The next meeting will be held on Tuesday May 14th at 5:30 p.m.

Respectfully submitted,
Tom Cook, Secretary



***Minutes are unofficial until approve by CCE.
CCE approved the minutes as presented/amended.***

1. Called to Order

The meeting was called to order at 5:30 PM.

Present: Heather Finnigan, Tom Cook, Madigan Shepherd, Stephanie Fleischer (staff), Katy Cannon, Davie Andersen/Jennifer Thomas, Councilor Elena Uhing, Liaison

2. Public Comment: None

3. Consent Agenda: Committee approved consent agenda: minutes from March and May meeting.

4. Additions/Deletions: None.

5. Discussion Items

a) Boards and Commissions

- Discussion and agreed consensus how each CCE board member should choose a Board or Commission to visit and provide a contact "liaison" for CCE. Councilor Ewing stated that it is best to notify prior to attending meeting and that she would assist.
- Dave provided an outline on what the CCE Liasson: introduce self, Brief explanation of what CCE does, and "How can we help you engage the community." Also the liaison can gather input including ATM topics, etc.
- Members agreed to the following B and C's:
 - Tom: City Forestry Commission
 - Dave: Economic Development
 - Katy: Public Arts Commission
 - Madigan: Library Commission
 - Heather: Historic Landmark Board
 - Open: Parks and Rec
- Heather will draft a "script" to present and send to staff for review.

b) ATM

- CCE suggests to the city council September 28th from 10-12
- Topic of focus: Mobility and Transportation
- Focus on: city mobility improvements: sidewalks, trails, roads and crosswalks
- Highlight: Grove Link, Ride Connection, ADA, E-bike and EV charging rebates, EV Charging stations, crosswalk safety, etc.

c) Vision 2040

- Discussion: where does CCE fit into the 2040 plan.

6) Reports – None

7) Council Liaison Communications

- Councilor Ewing spoke to the council is focused on long term vision/planning.
- Charter review is almost complete

8) Staff Communications

- Presented the B and C's invitation to city "Thank You" event" June 18, 6-8:30
- Stephanie updated progress on Vision 2040. She is the project manager.
- Currently reaching out to community stakeholders. 1st meeting is June 17th.
- Theme is: "Forest Grove Forward. Your city Your Voice."

6. Future Agenda Items: ATM, Follow-up on BandC's

7. Adjournment and Announcement of Next Meeting: The meeting waws adjourned at 7:10 p.m. The next meeting will be held on Tuesday June 11th at 5:30 p.m.

Respectfully submitted,
Tom Cook, Secretary



MINUTES

Wednesday, April 17, 2024

Community Auditorium Conference Room,
1915 Main Street

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

A. Call to Order

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

1. Roll Call:

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

MEMBERS ABSENT: Shaun English, Kathy Walden

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

GUEST PRESENT: Michael Howell

B. Public Comment:

1. Written Public Comment: None

2. In-Person or Remote Public Comment: None

C. Action Items

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

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

D. Discussion Items

1a. Arbor Month 2024 Event Debrief

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

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

1b. Downtown Street Tree Assessment

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

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

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

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

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

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

1c. Community Forestry Commission Annual Report

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

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

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

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

1d. Emerald Ash Borer Update

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

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

E. Council Liaison Report

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

F. Staff Liaison Report

G. Commissioner Reports

H. Announce Next Meeting and Adjourn:

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

Respectfully submitted by Dan Riordan, CFC staff liaison



Economic Development Commission Meeting
McMenamins Grand Lodge –
Alice Meek Inkley Rm
3505 Pacific Ave, Forest Grove, OR
Thursday, January 11, 2024, 12:00pm

1. CALL TO ORDER AND ROLL CALL:

Chair Tim Budelman called the Planning Commission public hearing to order at 12:15 p.m.

The meeting was held in person at McMenamins Grand Lodge.

Roll Call:

EDC Present in Person: Chair Tim Budelman, Vice Chair Steve Krautscheid, Mara Rico, Kevin Emerick, Guy Storms, Tim Watts, Mark Nakajima and Amy Eaton

Council Liaison – Tim Rippe

Staff Present: Miles Glowacki, Staff Liaison and Suzie Curtis, Permit Coordinator.

2. PUBLIC COMMENTS:

NONE

3. CONSENT AGENDA:

a. The December 14th, 2023 minutes were approved by acclamation.

b. Meetings outlined for 2024 were reviewed and approved by commission members present.

- Mara Rico requested that the future meetings notices include a calendar invite. Miles and/or Suzie will look at options for calendar invites for future meetings.

4. ADDITIONS / DELETIONS:

NONE

5. DISCUSSION / DECISION ITEMS:

a. Urban Renewal Building Renovation Programs – Miles presented with discussion throughout from the commissioners.

Some key topics of conversation during the presentation were as followed:

- Request to have the application available in Spanish
- Updating the website with details around the timeframe of processing/approval
- Testing the newly created rubrics prior to go live to set a baseline among the commissioners

- Usage of the funds once the approval is granted

c. Storefront Improvement Grant – Discussion among commissioners to raise the max amount from \$10,000 to \$20,000. Due to rising cost of materials, the group felt that current amount wouldn't be as impactful. Chair Budelman called a vote of the Commissioners to raise the amount from \$10,000 to \$20,000 and be presented to the Urban Renewal Agency for approval of the adjustment. Vote was held and was approved unanimously.

d. Tourism Program Update – Miles provided an update on the program

6. **B/C COMMUNICATION:**
NONE

7. **COUNCIL LIAISON REPORT:**
Welcome Tim Rippe to the EDC as the Council Liaison. Mr. Rippe spoke a bit about himself, his back story as well his role with attending the EDC as a Council Liaison. Mr. Rippe shared some updated-on projects currently going on and an update from the January 8th, 2024 City Council Meeting.

8. **ANNOUNCEMENT OF NEXT MEETING:**
The next meeting is February 8th, 2024 at 12:00pm

9. **ADJOURNMENT:**
Meeting adjourned at 1:22pm

Respectfully submitted by:

Suzie Curtis
Permit Coordinator



ECONOMIC DEVELOPMENT COMMISSION REGULAR MEETING MINUTES

Thursday, May 9th, 2024
McMenamin's Alice Inkley Room

Minutes are unofficial until approved by the Economic Development Commission

A. CALL TO ORDER

The following were in attendance:

Guy Storms
Steve Krautscheid
Claudia Yakos
Tim Budelman
Tim Watts
Amy Eton
Mara Rico
Jill Craig
Kevin Emerick
Tim Rippe
Miles Glowacki
Martha Zietz

B. PUBLIC COMMENTS

There was no public comment at this time.

C. CONSENT AGENDA

April and May meeting minutes will be emailed out for review and approval at our June meeting.

D. STAFF COMMUNICATIONS

The meeting was conducted in open conversation among the group and the following topics were discussed:

Miles shared some details about Forest Grove's demographics, median income and housing prices and the current poverty rate for our area. Miles has a PowerPoint that he will email out to the commissioners to view.

Crane Data Center is currently in land use review.

Pre-App meeting took place for potential light industrial park near Fernhill Wetlands.

Miles plans to create and share a presentation on the general understanding of URA (101 on URA). Plan is to present/discuss at the next meeting June 13.

Chamber Updates

Claudia from the Chamber of Commerce shared some updates on the Wine Walk that took place on Saturday May 4th and the turnout was great. About 300 turned out for the event and mostly from out of town, which was a great draw to our community.

Upcoming events:

- Chambers Board Retreat
- 3rd Annual Pickleball Tournament
- Initial planning meeting for the corn roast took place and more to come

Pacific University Updates and Coming Events

- Commencement taking place Saturday May 18th and planning on nearly 800 grads
- Two new engineering programs to be added
- Fall – Pacific will be celebrating 175 years
- Planning to add a family weekend in the next school year to bring families to town and tentatively schedule for the second weekend of October.
- They currently do not have any awareness around potential protesting but do have a plan in place should that change

E. COUNCIL LIAISON REPORT

Counciler Ruppe shared a recap of the budget meeting in which was approved on Tuesday 5/7/24

- Three new positions were approved: 1 IT and 2 police officers

F. ANNOUNCEMENT OF NEXT MEETING

Next meeting is scheduled for June 13th, 2024.

G. ADJOURNMENT

ECONOMIC DEVELOPMENT COMMISSION MEETING MINUTES

Thursday, June 13th, 2024

McMenamin's Alice Inkley Room

Minutes are unofficial until approved by the Economic Development Commission

A. CALL TO ORDER

The following were in attendance:

Guy Storms

Steve Krautscheid

Claudia Yakos

Tim Watts

Amy Eton

Mara Rico

Kevin Emerick

Miles Glowacki

Tom Raabe

Mark Nakajima

Dave Andersen – Guest from Committee for Community Engagement

B. PUBLIC COMMENTS

No public comment

C. CONSENT AGENDA

April and May meeting approved by Kevin Emerick and seconded by Claudia Yakos

D. STAFF COMMUNICATIONS

Dave from Committee for Community Engagement shared some insight on the work they do:

- Host town hall meetings – next meeting held in September, and focus will be on transportation
- Offering listening systems
- Gather public input
- Brainstorming
- Community interests
- Creating partnerships

Miles shared updates on the following topics:

Building Improvement Program

- Urban Renewal Board approved the Building Improvement Program on June 10th
- Applications will begin to be accepted on July 1st and remain open for 6 months
- Communication will be sent out to business owners as tenants (mail, flyers etc.)
- Plan is for the applications to filter back through the EDC for review
- Group or if decided to create a subcommittee, it will need to be approved by the City Council. To be discussed in detail at next meeting

Tax Increment Financing

- Public financing tool used by agencies to do revitalization projects
- Targeted investing and private investment follow creating a snowball effect
- Chart was presented in person showing how it typically flows

Urban Renewal Plan

- Calls out properties that should be bought and developed
- Building improvement is mentioned but not outlined how it functions
- Five goals listed
- Accomplished to date:
 - o Jesse Quinn
 - o 18 store front improvement projects
 - o Parklet program – ending with only 1 remaining to be removed at the end of the summer
 - o Installation Art Program
 - Installation of banner poles
 - Murals
 - o Grants vary from no match to dollar-to-dollar match

Design Grant: Approved

- \$5000 no match required – reimbursement based
- Grant is available for design, architectural and engineering services
- Gets the business owners ready to apply for other grants or renovations of the space
- Plan for it to begin July 1st
- Approval of applications will be done by Economic Development Coordinator
- Economic Development Coordinator will provide updates as applications are received/processed
- Volume of approval will be dependent on the amount of funding made available

E. COUNCIL LIAISON REPORT

Counciler Ruppe was not in attendance

F. CHAMBER UPDATES

- Community enhancement grant – Chamber received the grant for the next three years - \$40,000 to bring in a consultant to help the Chamber move forward with creating a “hub” for our community and potentially other projects
- Board retreat on 6/24
- Welcomed three new board members

G. ANNOUNCEMENT OF NEXT MEETING

Next meeting is scheduled for July 11th

- Note: Miles will be out of town/not in attendance

H. ADJOURNMENT



A place where families and businesses thrive.

Parks & Recreation Commission Meeting
Wednesday, May 15, 2024
City Auditorium Conference Room, 1915 Main St.

Minutes are unofficial until approved by the B/C.

A. CALL TO ORDER: [approved as presented on 7.17.2024](#)

The meeting was called to order at 7:00 a.m. by Brad Bafaro, Chair of the Parks and Recreation Commission.

ROLL CALL: Brad Bafaro, Chair; Joe Offer, Vice Chair; Susan Taylor; Paul Waterstreet; Glenn VanBlarcom; Aaron Johnson; Mackenzie Johnston Carey; Michelle Beck; Shari Exo; Mike Marshall, Council Liaison

ABSENT: none

STAFF PRESENT: Anne Lane, Parks & Recreation Director; Tom Martin, Parks Supervisor; Sherri Mead, Aquatics Supervisor; Cody Jeffers, Recreation Coordinator; Melissa Williams, Admin. Specialist II

B. PUBLIC COMMENT: none

C. CONSENT AGENDA:

a. Approve Parks & Recreation Commission meeting minutes of April 17, 2024.

MOTION: Paul Waterstreet moved to approve minutes from April 17, 2024. Glenn VanBlarcom seconded. MOTION CARRIED unanimously.

D. ADDITIONS/DELETIONS: None

E. DISCUSSION/DECISION ITEMS:

1. Alta Planning provided a presentation about the Forest Grove Loop Trail Master Plan and Kyle Park design. Included were various layouts of how it could look and some of the attributes of the property as a whole. Some discussion regarding access and parking for the location. Community engagement being held at Kyle Park on June 13th.

2. Parks & Recreation Commission Annual Report to City Council is coming up on June 24, 2024. Brad to present to City Council.

3. Annual Volunteer Service Award nominations – nominations were finalized and a

vote was held.

4. Cost Recovery Plan review – Anne Lane, Parks & Recreation Director provided the final Continuum model from consultant. This process is not synced with our upcoming fiscal year. The project will continue into the first few months of the new fiscal year. The final version of the Continuum is a hybrid model based on the Continuum input from the various workgroups during this project.

- F. **COUNCIL LIAISON REPORT:** Councilor Marshall had nothing to report.
- G. **SCHOOL DISTRICT REPRESENTATIVE REPORT:** Brad Bafaro, Chair reported that the Cornelius Elementary construction has started and sale of the current gym/cafeteria to the City of Cornelius has been approved. NAMS is being prepared for fence/turf installation, as well as the playground replacement projects have started. New Superintendent is scheduled to start June 21st.
- H. **COMMISSION COMMUNICATIONS (COMMISSION CHAIR – BRAD BAFARO):**
none
- I. **STAFF COMMUNICATIONS:**
 - a. Parks & Recreation Department report (attached)
 - b. Staff to provide highlights, Q&A
- J. **ANNOUNCEMENT OF NEXT MEETING:** Wednesday, July 17, 2024, 7:00am at the City of Forest Grove Auditorium, Conference Room, 1915 Main St, Forest Grove.
- K. **ADJOURNMENT:** The meeting was adjourned at 7:59am.



Forest Grove Forward

2040 Vision Project Update

Stephanie Fleischer | Communications and Programs Manager

2040 CURRENT PHASE

- Survey continues through September 30
- We have 691 responses as of August 15
- Goal is to exceed bi-annual community livability survey
- Steering committee meetings
 - June 17
 - August 19
 - October 7



2040 OUTREACH EFFORTS

City Council

- Shared 2040 email list
- Received digital outreach materials
- Print materials to distribute in the community

Standard Outreach

- Social Media and Advertising
- E-Newsletter
- City Quarterly Newsletter
- Website page and banner image

Farmers Market

- Booth every first Wednesday
- Popcorn, flyers, bookmarks
- Talked to around 400 people

In-Person

- Attended Chamber events
- Visited businesses around the City delivering posters and table tents

Staff

- Distributed flyers, posters, and bookmarks



2040 OUTREACH EFFORTS

Steering Committee

- Received outreach materials
- Share social posts
- Distributed Flyers

City Departments

- Included in e-newsletters
- Shared on social media
- Distribute flyers at events
- Police officers distribute business cards

Community Organizations

- Appeared in Chamber email

City Board and Commissions

- Received outreach materials

Pacific University

- Distributed posters and flyers to incoming students

Forest Grove School District

- Peach Jar

Utility Bill Inserts

- Included in August bills



2040 NEXT STEPS

- Outreach concludes in Fall
- Compile data and identify themes
- City Council work session
- Adopt a Community Action Plan/Vision 2040

I THANK YOU FOR YOUR CONTINUED OUTREACH EFFORTS.





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CITY COUNCIL STAFF MEMORANDUM

TO: *City Council*

FROM: *Ashley Driscoll, City Attorney*
Jesse VanderZanden, City Manager

PROJECT TEAM: *Anne Lane, Parks and Recreation Director*
Greg Robertson, Engineering and Public Works Director

MEETING DATE: *August 26, 2024*

SUBJECT TITLE: *Recreation Limitation of Liability Ordinance*

ACTION REQUESTED:

☒	Ordinance	☐	Order	☐	Resolution	☐	Motion	☐	Informational
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X all that apply

BACKGROUND:

During the 2024 legislative session, the Oregon Legislature passed Senate Bill 1576 which was incorporated into Oregon Revised Statute (ORS) 105.668. ORS 105.668 limits the liability of cities for personal injury and property damage that arise out of the public's non-motorized use of trails or structures in public easements and unimproved rights of way. Cities with populations of less than 500,000 must adopt the limitation of liability via ordinance or resolution.

ORS 105.668 also applies to cities' officers, employees, and agents; owners of land abutting the public easement or unimproved right of way; and nonprofits and their volunteers who construct and maintain trails and structures in public easements and unimproved rights of way. Adopting ORS 105.668 could encourage landowners to grant easements for the public's use by reducing their risk of liability. It could also encourage nonprofits to assist the City with trail maintenance and construction by reducing their risk of liability.

ORS 105.668 would also expand the City's existing limitations of liability. The recreational immunity provided by ORS 105.682 and ORS 105.688 already apply to the City. However, recreational immunity only protects the City when an individual is injured while engaged in recreational activities. ORS 105.668 applies regardless of the individual's reason for using trails or structures in public easements or unimproved rights of way. Additionally, the Oregon Court of Appeal's recent decision in *Fields v. City of Newport*, 326 Or App 764 (2023), has reduced the reach of cities' recreational immunity, which could create more liability for the City. ORS 105.668 could fill in the gap in recreational immunity left by the Court of Appeal's decision.

ORS 105.668's limitation of liability is not absolute, however. It will not protect the City if an individual is injured due to gross negligence or reckless, wanton, or intentional misconduct. Senate Bill 1576 was passed overwhelmingly by the Legislature and endorsed by the League of Oregon Cities. Additionally, it continues to be broadly incorporated by cities across Oregon.

FISCAL IMPACT:

There is no budgetary impact, however, passage of the ordinance will limit liability and likely result in reduced insurance costs.

STAFF RECOMMENDATION:

Staff recommends passage of the ordinance.

ATTACHMENT(s):

Ordinance 2024-05

ORDINANCE NO. 2024-05

ORDINANCE AMENDING THE CITY OF FOREST GROVE'S MUNICIPAL CODE TO ADOPT LIMITATION OF LIABILITY FOR CERTAIN CLAIMS ARISING FROM THE USE OF TRAILS OR STRUCTURES WITHIN PUBLIC EASEMENTS AND UNIMPROVED RIGHTS OF WAY UNDER OREGON REVISED STATUTE (ORS) 105.668

WHEREAS, ORS 105.668(2) limits the liability of cities, adjacent property owners, and certain non-profit groups for injuries or property damage that result from the public's non-motorized use of trails or structures that are in a public easement or an unimproved right of way; and

WHEREAS, ORS 105.668(3) authorizes cities with populations less than 500,000 to adopt such limitation of liability by ordinance and the population of the City of Forest Grove (the "City") is less than 500,000; and

WHEREAS, the City has trails or structures within its public easements and unimproved rights of way that may be used by the public for non-motorized activities such as walking, hiking, or biking; and

WHEREAS, the City finds that the City's trails and structures are an important public amenity, that the public's use of such trails or structures is important for the health and enjoyment of the community, and that use should be encouraged; and

WHEREAS, the City finds that it is important to protect the City, adjacent property owners, and certain nonprofit groups who provide the public with access to and perform maintenance for such trails and structures so that the public may continue to access such trails and structures; and

WHEREAS, the City finds that adopting the limitation of liability in ORS 105.668(2) will provide the City, adjacent property owners, and nonprofit groups with such protection and will encourage the public's continued use of trails and structures in the City's public easements and unimproved rights of way.

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

Section 1. Findings. The above findings are hereby adopted.

Section 2. Limitation on Liability. The Forest Grove Municipal Code is hereby amended as shown on the attached Exhibit A.

Section 3. Severability. If any provision, section, phrase, or word of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions that can be given effect without the invalid provision or application.

Section 4. Continued Effect. All other provisions of the Forest Grove Municipal Code shall remain unchanged and in full effect.

Section 5. Effective Date. This Ordinance shall be effective on the 30th day following its passage.

PRESENTED AND PASSED this 26th day of August, 2024.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 9th day of September, 2024

Malynda H. Wenzl, Mayor

ORDINANCE NO. 2024-05

EXHIBIT A

§92.33

(A) Definitions.

As used in this §92.33, the following definitions apply:

- (1) “Public easement” means a platted or dedicated easement for public access that is accessible by a user on foot, horseback, bicycle, or other similar conveyance, but does not include a platted or dedicated public access easement over private streets.
- (2) “Structures” means improvements in a trail, including, but not limited to, stairs and bridges, that are accessible by a user on foot, on a horse or on a bicycle or other nonmotorized vehicle or conveyance.
- (3) “Trail” means a travel way for pedestrians, bicycles, and other non-motorized means of transportation.
- (4) “Unimproved right of way” means a platted or dedicated public right of way over which a street, road or highway has not been constructed to the standards and specifications of the city with jurisdiction over the public right of way and for which the city has not expressly accepted responsibility for maintenance.

(B) Liability Limited.

- (1) A personal injury or property damage resulting from use of a trail that is in a public easement or in an unimproved right of way, or from use of structures in the public easement or unimproved right of way, by a user on foot, on a horse or on a bicycle or other nonmotorized vehicle or conveyance does not give rise to a private claim or right of action based on negligence against:

(a) City of Forest Grove.

(b) The City of Forest Grove’s officers, employees, or agents to the extent that the officers, employees, or agents are entitled to defense and indemnification under ORS 30.285.

(c) The owner of land abutting the public easement or unimproved right of way.

- (d) A nonprofit corporation and its volunteers for the construction and maintenance of the trail or structures in a public easement or unimproved right of way.

(2) The immunity granted by this section does not extend to:

- (a) Except as provided by §92.33(B)(2), a person that receives compensation for assistance, services, or advice in relation to conduct that leads to a personal injury or property damage.
- (b) Personal injury or property damage resulting from gross negligence or from reckless, wanton, or intentional misconduct.
- (c) An activity for which a person is strictly liable without regard to fault.



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CITY COUNCIL STAFF MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Greg Robertson, Engineering and Public Works Director*

MEETING DATE: *August 26, 2024*

SUBJECT TITLE: *Ride Connection Intergovernmental Agreement*

ACTION REQUESTED:

Ordinance

Order

X

Resolution

Motion

Informational

X all that apply

BACKGROUND:

Ride Connection, a private non-profit organization whose mission is to provide accessible, responsive, transportation alternatives, contracts with Washington County to provide community connector service within the TriMet service boundary, as well as service in the rural area outside the TriMet service boundary. Within Forest Grove, Ride Connection operates the GroveLink, WestLink and Cornelius Link services, which are part of Ride Connection's broader system that also includes North Hillsboro Link and Tualatin Shuttle.

In 2014, the City received a grant to install 5 transit shelters in support of Ride Connection establishing GroveLink in Forest Grove. Since that time, the City has maintained the shelters in support of GroveLink, however, there was never a formal agreement governing who and what the parties were responsible to maintain. Resolution 2024-36 seeks to clarify that through an Intergovernmental Agreement (IGA) with Washington County.

Washington County recently received a Statewide Transportation Improvement Fund discretionary grant to improve Ride Connection's shuttle stops in Forest Grove. The County briefed the City Council on the plan on July 8. The Plan calls for 1) replacement of existing transit shelters with lower-maintenance models, 2) enhanced signage, landing pads, and benches, 3) sharing stops with Tri-Met Line 57 where available, 4) new stops at Rogers and Lincoln parks, Cedar and Pacific, and Brooke and David Hill, 5) route modifications to improve connections to other services, 6) and increases in frequency, most notably in Cornelius that connects to Forest Grove and the WestLink rural shuttle. The enhancements and expansions are based in part on a 2023 Community Survey that sought input from the community and ridership. The County is planning on implementing the service expansions this summer.

CURRENT STATUS

Resolution 2024-36 seeks to adopt an IGA that identifies the maintenance obligations of the County and City. Under the IGA, the County would be responsible for designing, funding, and installing all capital improvements including shelters, landing pads, and signage. Upon completion of the project, the County would retain ownership and maintenance of all signs and would transfer ownership and maintenance of the shelters, landing pads and any other capital assets to the City. Further, the IGA stipulates both parties will utilize the improvements for the provision of public transportation for no less than 10 years from the completion of the shuttle stops improvement project or June 30, 2036, which ever is earlier, upon which the IGA expires unless renewed by both parties.

FISCAL IMPACT

This maintenance is already being performed so it is not anticipated to have a significant, if any, budgetary impact. Additionally, the County has collaborated on assuring the new shelters are designed to require less maintenance than the existing shelters so it may take less time to maintain the new shelters than the existing shelters. The County is paying for 100% of the capital expenses.

ATTACHMENT(s):

- Washington County presentation to City Council, July 8, 2024
- Resolution 2024-36
 - o Exhibit A: Intergovernmental Agreement with Washington County
 - Attachments A, B, and C



Ride Connection Community Connector Service Updates and Shuttle Stop Enhancement Project

Forest Grove City Council
July 8, 2024

Land Use & Transportation

→ Introductions

Washington County

- Reza Farhoodi, Senior Planner



Ride Connection, Inc.

- John Whitman, Planning Supervisor



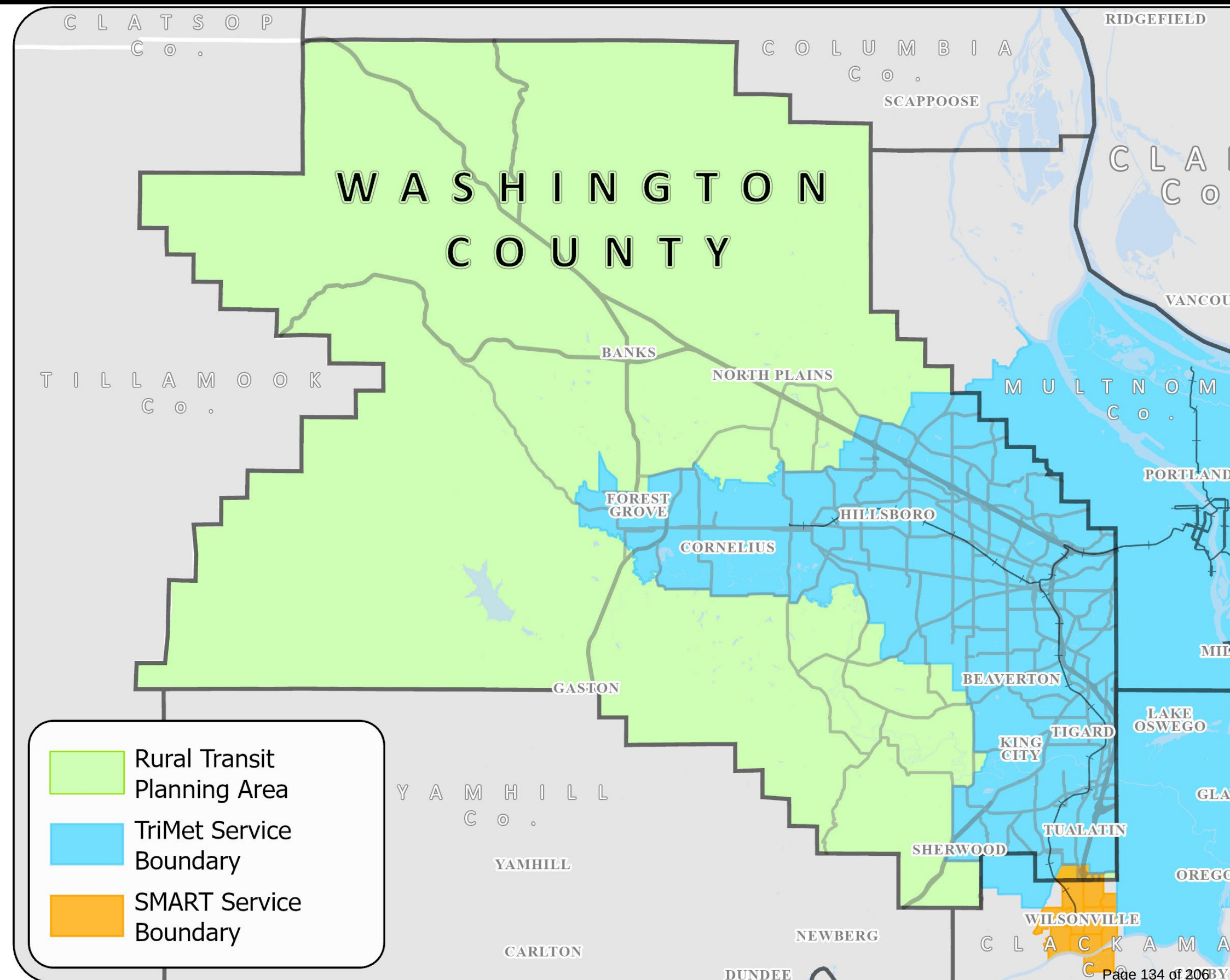
→ Overview

- County Transit Development Plan (TDP) and Ride Connection Overview
- Community Connector Service Updates
- Shuttle Stop Enhancements Project
- Q&A



County Transit Development Plan

- Service for areas outside TriMet, SMART districts
- Connect areas to TriMet District
- Community connectors in areas not well served by fixed-route transit in TriMet District

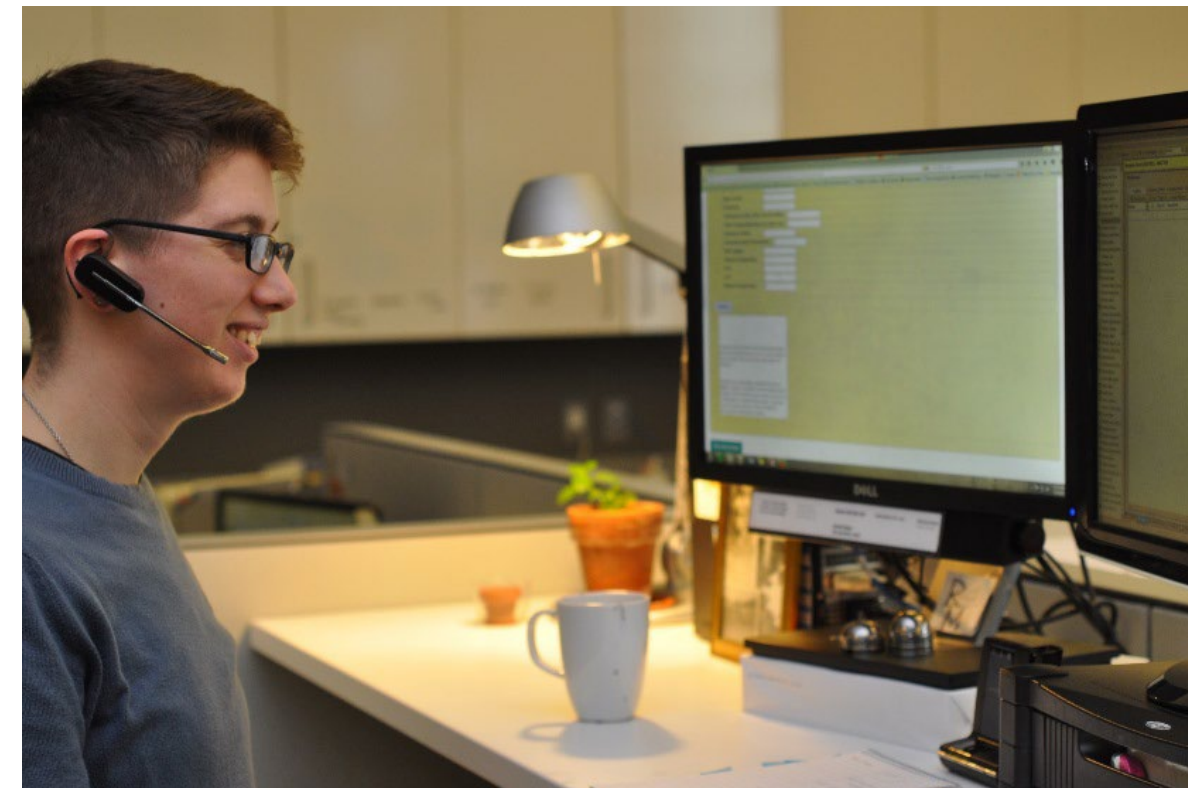


→ Ride Connection, Inc.

- Contracts with County as Public Transportation Service Provider
- Leverages other private, local, federal and state resources
- Community partnerships and engagement



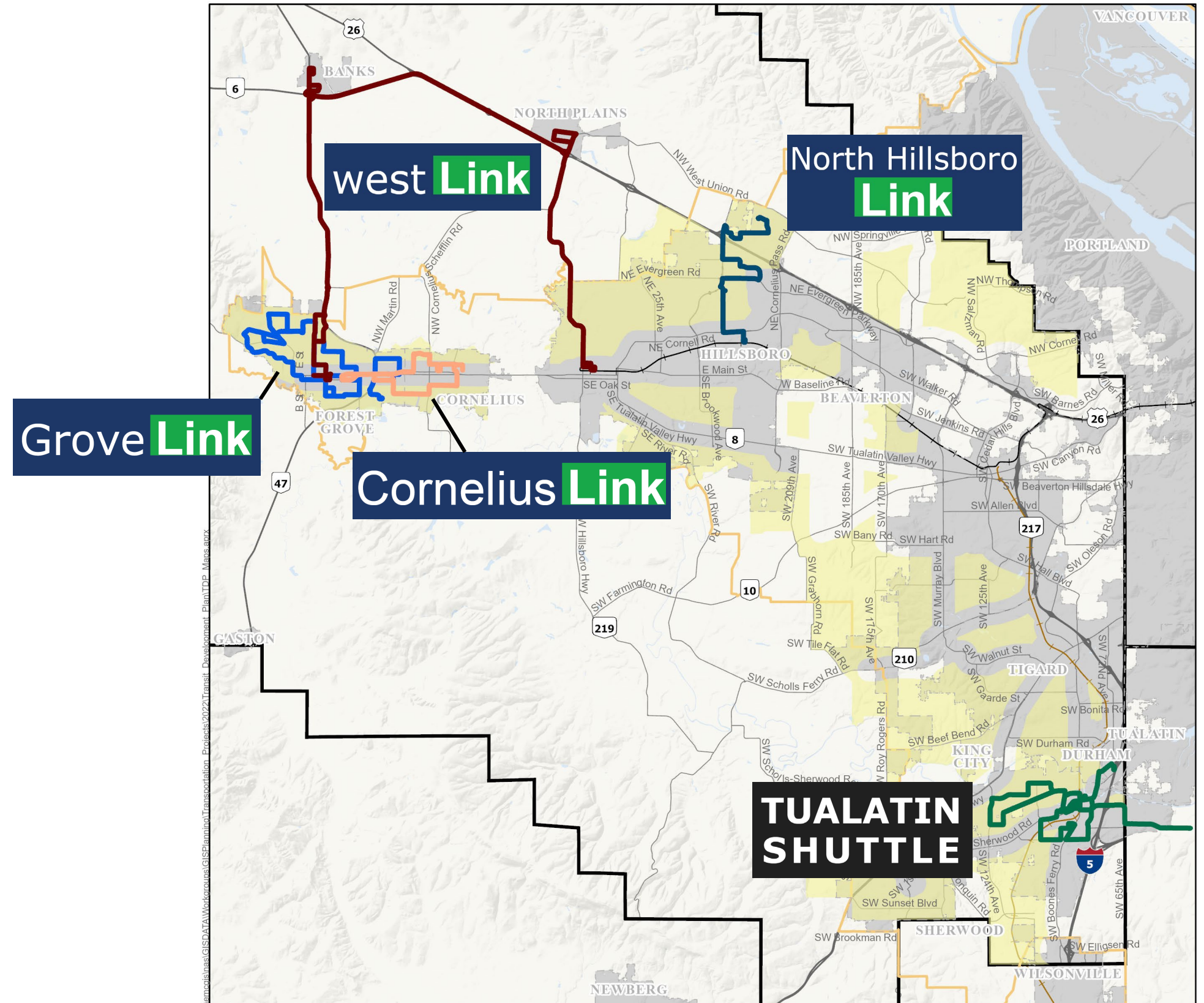
→ Ride Connection overview





Ride Connection in Washington County

- Community Connectors
- Volunteer Driver Program
- Shared Vehicle Partnerships
- Door-to-Door Service
- Ride Together



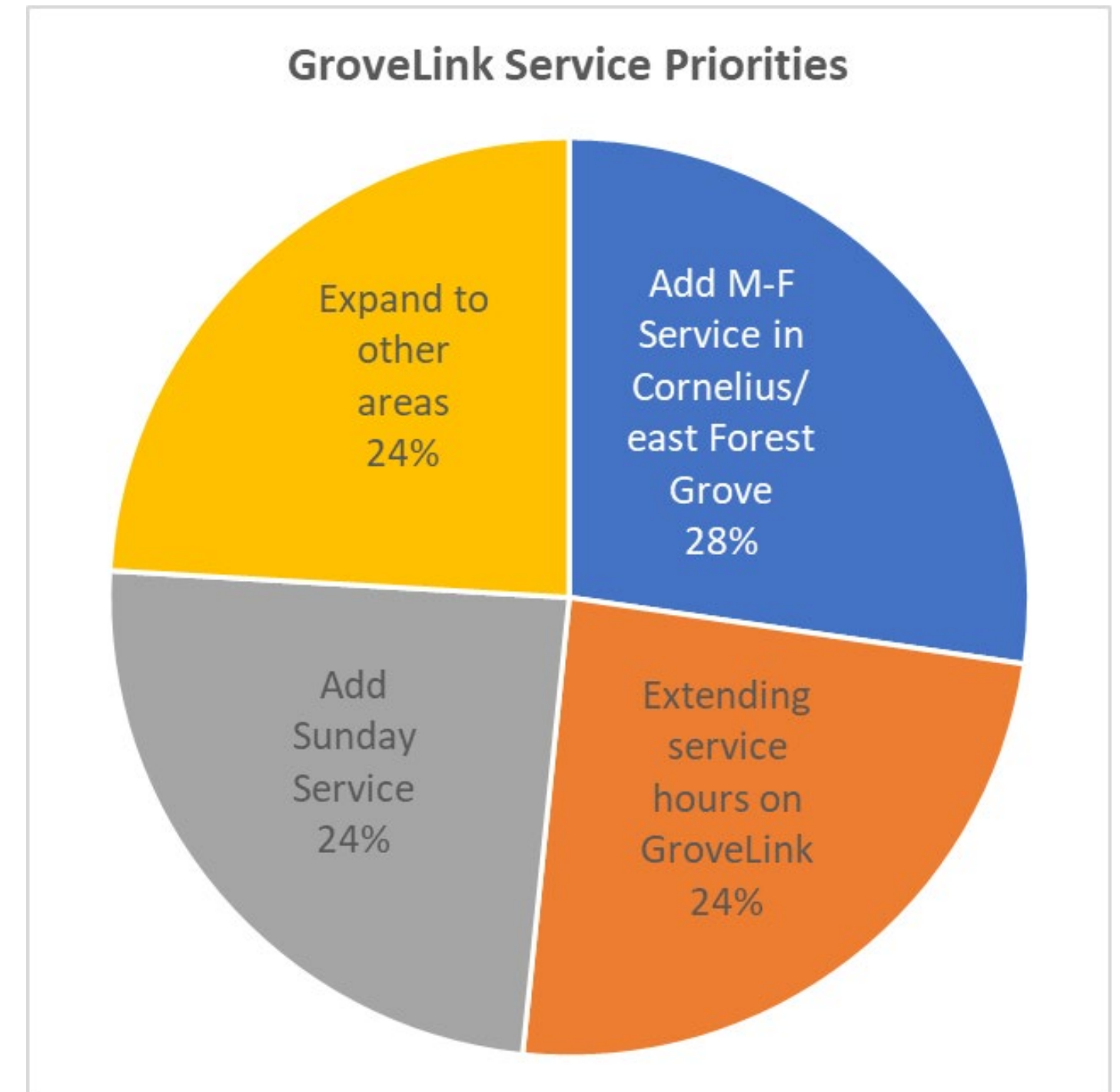


Impacts, value and benefits

- Community connections and quality of life enhancements
- Access to jobs, healthcare, shopping and other services
- Mobility for residents and commuters who do not have access to a vehicle
- Transportation for older adults, people living with disabilities and students/youth
- Safe transportation option during inclement weather
- Provides connections to other regional transit services (TriMet, Tillamook WAVE, Yamhill Transit, POINT)

→ What we've heard

- Ride Connection 2023 Community Survey
- 170 respondents:
 - 35% are GroveLink riders
 - 53% are Forest Grove residents
 - 78% list Forest Grove as a typical destination
 - Service priorities are roughly split equally
 - More service information at bus stops is priority



→ westLink service changes

- New early morning and midday trips beginning on July 22, 2024
 - 6 weekday round trips
- Route modifications and new stops:
 - Extension to Safeway improves connections to other shuttle services
 - Reroute increases access and visibility in downtown Forest Grove

westLink

Overview



○ WestLink Stop — WestLink route
● Transfer locations □ Off-Route stops



→ Cornelius Loop service changes

- Rebranding as Cornelius Link
- New weekday service launching on July 22, 2024
- Route modifications and new stops:
 - Forest Hills Mobile Estates
 - Centro Cultural
 - Cornelius Cinemas
 - SE Cornelius
 - New AM/PM Employment trips

Cornelius Link





GroveLink service changes

- Beginning this August
- Route modifications and timing changes to improve connections to other services
- Sharing stops with TriMet Line 57 where available
- New stops:
 - Rogers Park
 - Lincoln Park
 - Cedar and Pacific
 - Brooke and David Hill

→ Shuttle stop enhancements project

- Enhance customer experience and community awareness
- Funded through Statewide Transportation Improvement Fund (STIF) Discretionary Grant
- County will install signs, landing pad, shelters, benches, trash cans, etc., as needed
- Local jurisdictions responsible for routine maintenance during lifespan of improvements, except for signs – Intergovernmental Agreement

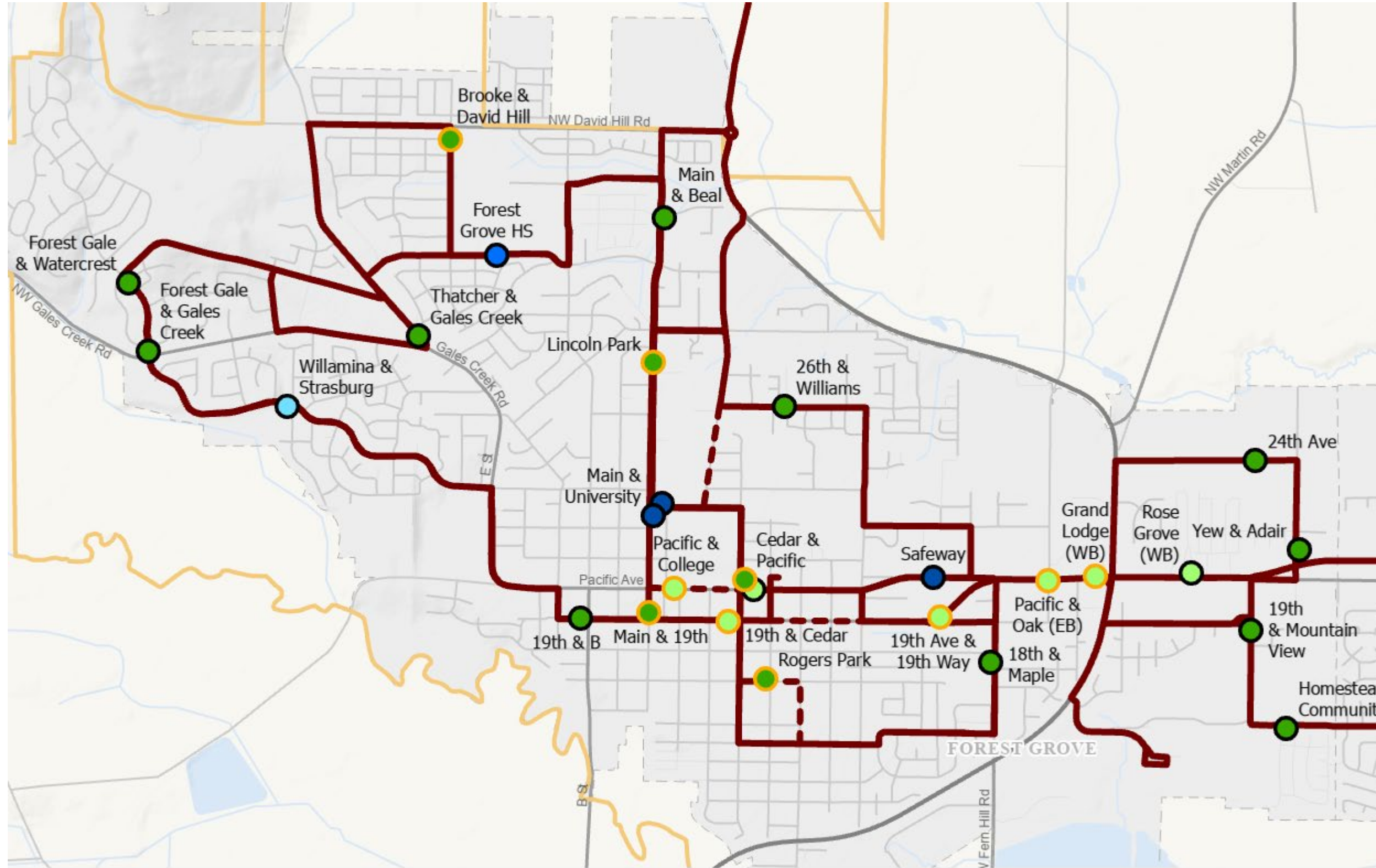


→ Shuttle stop enhancements project

- Existing GroveLink shelters are beyond their useful life and require replacement
- New or expanded landing pads to improve accessibility
- Signage and schedule information to increase legibility and visibility
- Grant expires end of FY 2024-25



→ Shuttle stops enhancement project



- Signage, Shelter
- Replacement, and Landing Pad Improvements
- Signage and Shelter Replacement
- Signage and Landing Pad Improvements
- Signage Improvements
- Signage Improvements (New Stop)
- Signage Improvements (Existing Shared TriMet and Ride Connection Stop)
- Signage Improvements (New Shared TriMet and Ride Connection Stop)

→ Questions?

Contacts

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Washington County Land Use & Transportation
reza_farhoodi@washingtoncountyor.gov

John Whitman, Planning Supervisor
Ride Connection, Inc.
jwhitman@rideconnection.org



Department of Land Use & Transportation
www.washingtoncountyor.gov/lut

RESOLUTION NO. 2024-36

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN WASHINGTON COUNTY (COUNTY) AND THE CITY OF FOREST GROVE (CITY) REGARDING MAINTENANCE OF CAPITAL ASSETS LOCATED IN FOREST GROVE IN SUPPORT OF RIDE CONNECTION AND GROVELINK

WHEREAS, Ride Connection, a private non-profit organization whose mission is to provide accessible, responsive, transportation alternatives, contracts with Washington County to provide GroveLink, Cornelius Link and WestLink community connector shuttle services in Washington County, and

WHEREAS, the County recently received a Statewide Transportation Improvement Fund discretionary grant to improve Ride Connection's shuttle stops in Forest Grove, and

WHEREAS, the County briefed the City Council on the expanded system on July 8, 2024, which includes replacement of existing transit shelters, enhanced signage, landing pads, and benches, new stops at Rogers and Lincoln Parks, Cedar and Pacific, and Brooke and David Hill, and route modifications to improve connections to other services, and

WHEREAS, the enhancements and expansions are based in part on a 2023 Community Survey that sought input from the community and ridership, and

WHEREAS, since 2014, the City has maintained the transit shelters in support of GroveLink, however, it was never formalized and the Intergovernmental Agreement (IGA) seeks to formalize the maintenance obligations of the County and the City; and

WHEREAS, the IGA stipulates both parties will utilize the improvements for the provision of public transportation for no less than 10 years from the completion of the stops improvement project or June 30, 2036, whichever is later, upon which the IGA expires unless renewed by both parties; and

WHEREAS, the IGA is not expected to have a significant, if any, monetary impact as the city is already providing this level of maintenance and the new shelters will require less maintenance than the existing shelters.

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

Section 1. To authorize the City Manager to execute Exhibit A, an Intergovernmental Agreement with Washington County regarding maintenance of capital assets located in Forest Grove in support of Ride Connection's-shuttle services.

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

PRESENTED AND PASSED this 26th day of August, 2024.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 26th day of August, 2024.

Malynda H. Wenzl, Mayor

**INTERGOVERNMENTAL AGREEMENT (IGA)
BETWEEN
WASHINGTON COUNTY (COUNTY) AND THE CITY OF FOREST GROVE (CITY)
REGARDING MAINTENANCE OF CAPITAL ASSETS LOCATED IN FOREST GROVE IN
SUPPORT OF RIDE CONNECTION AND GROVELINK**

This Intergovernmental Agreement (IGA) is hereby made and entered into by and between Washington County, a political subdivision of the State of Oregon, hereinafter referred to as the COUNTY, acting by and through its elected officials, and the City of Forest Grove, a municipal corporation, acting by and through its City Council, hereinafter referred to as "CITY."

RECITALS

1. Oregon Revised Statutes (ORS) Chapter 190.010 confers authority upon local governments to enter into agreements for the performance of any and all functions and activities that a party to the agreement, its officers or agencies have authority to perform.
2. ORS 184.751 establishes the Statewide Transportation Improvement Fund ("STIF Discretionary Fund"), which appropriates funds to the Oregon Department of Transportation to finance investments and improvements in public transportation services.
3. The STIF Discretionary Fund is intended to improve public transportation services for current and potential future Oregon transit users by distributing moneys to transit providers. STIF Discretionary Funds are not intended to supplant local funding sources currently directed to public transportation service providers.
4. COUNTY is authorized to receive STIF Discretionary Funds and provide public transportation services in and around Washington County, Oregon.
5. Ride Connection, a private non-profit organization whose mission is to provide accessible, responsive, transportation alternatives, contracts with Washington County to provide community connector service within the TriMet service boundary, as well as service in the rural area outside the TriMet service boundary.
6. GroveLink, a community connector service in Forest Grove, is operated by Ride Connection.
7. Cornelius Link, a community connector service in Forest Grove and Cornelius, is operated by Ride Connection.
8. Tualatin Shuttle, a community connector service in Tualatin, Tigard and King City, is operated by Ride Connection.

9. North Hillsboro Link, a community connector service in Hillsboro, is operated by Ride Connection.
10. westLink, a community connector service in rural Washington County, connecting Forest Grove, Banks, North Plains and Hillsboro is operated by Ride Connection.
11. The COUNTY, in 2023, was awarded a STIF Discretionary Grant in partnership with Ride Connection to make improvements to community connector shuttle stops in Washington County.
12. The COUNTY seeks to install community connector shuttle stop improvements, as described in Attachment A (hereinafter referred to as the Project), within the CITY.
13. COUNTY and CITY desire to cooperate and enter into this Agreement to allocate responsibilities for funding, construction, operation and maintenance of Project as described below.

AGREEMENT

NOW, THEREFORE, the premises being in general as stated in the foregoing recitals and in consideration of the terms, conditions and covenants set forth below, the parties hereto agree as follows:

1. COUNTY OBLIGATIONS

- 1.1. COUNTY shall perform, or cause to be performed, all actions necessary to design and construct the Project described in Attachment A. COUNTY shall be responsible to correct any defects, not caused by CITY's maintenance, that appear in the Project within a period of one year from the date of Project completion.
- 1.2. COUNTY shall design and construct the Project entirely within CITY right-of-way.
- 1.3. COUNTY shall be responsible for all costs associated with the design construction and inspection of the Project.
- 1.4. COUNTY shall, upon completion of the Project, as approved by the CITY upon inspection, transfer ownership of the capital assets associated with the Project to the CITY in accordance with OAR 732-044-0050.
- 1.5. The signs installed as part of the Project shall not be considered capital assets nor transferred to the CITY but shall remain the property of the

County. The County shall be responsible for maintenance, repair and replacement of the signs, including all related sign infrastructure, as required or as determined necessary by the County.

- 1.6. COUNTY shall comply with all statutory requirements and the requirements of the STIF Discretionary grant agreement as outlined in the IGA entered into by and between COUNTY and Oregon Department of Transportation (#35614) (the "ODOT IGA"), attached hereto and by this referenced is fully incorporated herein as Attachment B.

2. CITY OBLIGATIONS

- 2.1. CITY shall allow COUNTY and COUNTY's agents and contractors to enter and occupy the CITY right-of-way for the purpose of taking all actions necessary to complete the design and construction of the Project.
- 2.2. CITY shall upon completion of the Project, as approved by the CITY upon inspection and except for as provided in Section 1.4, assume ownership of the capital assets associated with the Project.
- 2.3. CITY shall adhere to the stipulated conditions included in the STIF Discretionary grant agreement as outlined in the ODOT IGA, in Attachment B.
- 2.4. CITY shall ensure the capital assets transferred to the CITY and associated with the Project are used for the provision of public transportation services for the useful life of the capital assets, which shall be 10-years.
- 2.5. CITY shall ensure the capital assets transferred to the CITY and associated with the Project are maintained in a state of good repair, free of defects, except as provided in Section 1.1, and graffiti, such that the stop and surrounding area is in usable, safe operating condition. County shall be responsible for any damage or performance/workmanship defects that occur during construction as provided in Section 1.1
- 2.6. CITY shall provide a written report annually to COUNTY by June 30 documenting the condition of capital assets transferred to the CITY during the term of this agreement, as provided in Attachment C.

- 2.7. CITY shall perform, or cause to be performed, all actions necessary to repair or replace capital assets transferred to the CITY and associated with the Project as needed in accordance with Section 2.5 above.

3. TERM OF AGREEMENT

The term of this agreement shall begin upon the date of execution and shall be for a period of 10 years after completion of the Project or June 30, 2036, which ever is earlier, unless earlier terminated or extended as provided herein.

- 3.1 No later then one hundred eighty (180) days prior to the natural expiration of this agreement, either Party may give notice to the other Party of the notifying Party's desire to extend or terminate the agreement.
- 3.2 Within thirty (30) days of receipt of notice to extend or terminate, the Party receiving notice shall provide the other party of its intent to agree or object to an extension or termination.
- 3.3 If the Parties agree to extend the term, the new term shall commence on the day following the date of expiration of the proceeding term and the new term shall be subject to all the terms and conditions of this Agreement unless otherwise agreed to in writing as provided by Section 4.4. The Parties shall execute an amendment setting forth the new term and any other terms, if any.
- 3.4 If the Parties agree to not extend the term or terminate this agreement, this agreement shall terminate at the expiration of the 10-year period unless earlier agreed to by the Parties in writing as provided by Section 4.4. In the event of termination, the Parties agree in good faith to undertake all actions necessary to wind up this agreement.

4. GENERAL TERMS AND CONDITIONS

4.1. LAWS OF OREGON

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon. All relevant provisions required by ORS Chapter 279A and 279C to be included in public contracts are incorporated and made a part of this Agreement as if fully set forth herein.

4.2. DEFAULT

Time is of the essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

4.3. 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 services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). In addition, each party shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of the party under this agreement.

4.4. MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both parties.

4.5. DISPUTE RESOLUTION

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

4.6. REMEDIES

Subject to the provisions in Section 4.5, any party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of

this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

4.7. EXCUSED PERFORMANCE

In addition to the specific provisions of this Agreement, performance by any party shall not be in default where delay or default is due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of GOD, governmental restrictions imposed on or mandated by governmental entities other than the parties, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation or similar bases for excused performance that are not within the reasonable control to the party to be excused. The Party seeking non-performance under this section shall provide notice to the other party as soon as practicable.

4.8. SEVERABILITY

If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.

4.9. INTEGRATION

This Agreement is the entire agreement of the parties on its subject and supersedes any prior discussions or agreements regarding the same subject.

4.10. ADDITIONAL TERMS AND CONDITIONS

COUNTY's use of STIF Discretionary Funds is subject to the ODOT IGA, a copy of which has been made available to the Parties prior to execution of this Agreement and is attached as Attachment B. In the event that the ODOT IGA is amended in a manner that materially changes a Party's obligations under this Agreement, the Parties agree to negotiate, in good faith, to amend this Agreement to address such changes. If the Parties are unable to agree to amendment to this Agreement, then any Party may terminate pursuant to the provisions set forth in Section 4.4 of this Agreement.

4.11. COMMUNICATIONS

All communications between the parties regarding this Agreement shall be directed to the parties' respective Project Managers as indicated below. Communications required under this Agreement or otherwise substantively impacting the Project or this Agreement shall be made in writing.

Washington County:	City of Forest Grove
Dyami Valentine	Greg Robertson
Washington County	Engineering & Public Works
155 N. First Avenue MS13	Director
Hillsboro, OR 97124	1924 Council Street
503-846-3821	Forest Grove, OR 97116
Dyami_valentine@washingtoncountyor.gov	503-992-3200

DATED this _____ day of _____, 2024.

CITY OF FOREST GROVE, OREGON	WASHINGTON COUNTY, OREGON
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_____ Jesse VanderZanden, City Manager	_____ Dani Ledezma, Assistant County Administrator
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ATTEST:

_____ Mariah Woods, City Recorder	_____ RECORDING SECRETARY
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APPROVED AS TO FORM:	APPROVED AS TO FORM:
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_____ Mariah Woods, City Recorder	_____ COUNTY COUNSEL
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ATTACHMENT A

**MAP OF PROPOSED STOP ENHANCEMENT PROJECTS WITHIN CITY OF FOREST
GROVE AS OF AUGUST 2024**

ATTACHMENT B

**EXECUTED AGREEMENT #35614 BETWEEN WASHINGTON COUNTY AND OREGON
DEPARTMENT OF TRANSPORTATION**

ATTACHMENT C

BUS STOP CAPITAL ASSET CONDITION ASSESSMENT FORM

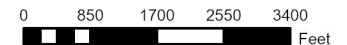
Washington County Transit Development Plan

Forest Grove Community Connector Proposed Stop Enhancements

-  Signage, Shelter Replacement, and Landing Pad Improvements
-  Signage and Shelter Replacement
-  Signage Improvements
-  Signage Improvements (New Stop)
-  Signage Improvements (Existing Shared TriMet and Ride Connection Stop)
-  Signage Improvements (New Shared TriMet and Ride Connection Stop)
-  Existing Community Connector Shuttle
-  Proposed Reroute
-  City Boundary
-  TriMet Service Boundary



1:29,382



Data Sources: Washington County, Metro, ODOT, TriMet

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

PUBLIC TRANSPORTATION DIVISION OREGON DEPARTMENT OF TRANSPORTATION

This Agreement is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation, Public Transportation Division, hereinafter referred to as "State," and **Washington County**, hereinafter referred to as "Recipient," and collectively referred to as the "Parties."

AGREEMENT

1. **Effective Date.** This Agreement shall become effective on the later of **July 1, 2023** or the date when this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, grant funds under this Agreement shall be available for project costs incurred on or before **June 30, 2025** (the "Expiration Date"). No grant funds are available for any expenditures after the Expiration Date. State's obligation to disburse grant funds under this Agreement shall end as provided in Section 10 of this Agreement.
2. **Agreement Documents.** This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: Project Description and Budget

Exhibit B: Financial Information

Exhibit C: Subagreement Insurance Requirements and Recipient Insurance Requirements

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. **Project Cost; Grant Funds.** State shall provide Recipient an amount not to exceed **\$216,908.00** (the "Grant Funds"). Recipient acknowledges and agrees that State may change the amount of funds available under this Agreement, based on availability of funds and other factors as determined by State, upon notification to Recipient in accordance with Section 11.g of this agreement. Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.** The Grant Funds shall be used solely for the project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by State by amendment pursuant to Section 11.d hereof.
5. **Progress Reports.** Recipient shall submit quarterly progress reports to State no later than 45 days after the close of each quarterly reporting period. Reporting periods are July through September, October through December, January through March, and April through June. Reports must be in a format acceptable to State and must be entered into the Oregon Public Transit Information System (OPTIS), which may be accessed at <https://www.oregon.gov/odot/RPTD/Pages/index.aspx>. If Recipient is unable to access OPTIS, reports must be sent to ODOTPTDReporting@odot.state.or.us. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions and expenditures. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
6. **Disbursement and Recovery of Grant Funds.**
 - a. **Disbursement Generally.** State shall reimburse eligible costs incurred in carrying out the Project, up to the Grant Funds amount provided in Section 3. Reimbursements shall be made by State within 30 days of State's approval of a request for reimbursement from Recipient using a format that is acceptable to State. Requests for reimbursement must be entered into OPTIS or sent to ODOTPTDReporting@odot.state.or.us. Eligible costs are the reasonable and necessary costs incurred by Recipient, or under a subagreement

described in Section 9 of this Agreement, in performance of the Project and that are not excluded from reimbursement by State, either by this Agreement or by exclusion as a result of financial review or audit.

b. **Conditions Precedent to Disbursement.** State's obligation to disburse Grant Funds to Recipient is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

- i. State has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to make the disbursement.
- ii. Recipient is in compliance with the terms of this Agreement.
- iii. Recipient's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- iv. Recipient has provided to State a request for reimbursement using a format that is acceptable to and approved by State. Recipient must submit its final request for reimbursement following completion of the Project and no later than 60 days after the Expiration Date. Failure to submit the final request for reimbursement within 60 days after the Expiration Date could result in non-payment.
- v. Any audit findings relating to Recipient's use of funds under this Agreement or any other agreement with State have been resolved.

c. **Recovery of Funds.**

- i. Recovery of Misexpended Funds or Nonexpended Funds. Any funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended as of the Expiration Date ("Unexpended Funds") or (ii) expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to State. Recipient shall return all Misexpended Funds to State no later than 15 days after State's written demand. Recipient shall return all Unexpended Funds to State within 15 days after the earlier of expiration or termination of this Agreement.
- ii. Recovery of Funds upon Termination. If this Agreement is terminated under either Section 10(a)(i) or Section 10(a)(v) below, Recipient shall return to State all funds disbursed to Recipient within 15 days after State's written demand for the same.

7. **Representations and Warranties of Recipient.** Recipient represents and warrants to State as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the funds. Recipient has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements, except as permitted by applicable law. No

member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify State immediately if it is debarred, suspended or otherwise excluded by any state or federal agency or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Records Maintenance and Access; Audit.**

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall require that each of its subrecipients and subcontractors complies with these requirements. State, the Secretary of State of the State of Oregon (Secretary), the United States Department of Transportation (USDOT), the Federal Transit Administration (FTA) and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, State, the Secretary, USDOT, FTA and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of State, the Secretary, USDOT and FTA to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, including, without limitation, records relating to capital assets funded by this Agreement, the funds or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved audit questions at the end of the six-year period, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by State under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit State to verify how the funds were expended.
- d. **Audit Requirements.**
 - i. Recipient shall, at Recipient's own expense, submit to State, Public Transportation Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179 or to ODOTPTDreporting@odot.state.or.us, a copy of, or electronic link to, any annual audit covering the funds expended under this Agreement by Recipient or a party to any subagreement with Recipient, as well as the annual audit of any subrecipient(s), contractor(s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.
 - ii. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Secretary with respect to the funds expended under this Agreement. Recipient acknowledges and agrees that any audit costs incurred by Recipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

This section 8 shall survive any expiration or termination of this Agreement.

9. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of Recipient's subagreement with the contractor and to name State as an additional or "dual" obligee on contractors' payment and performance bonds.
 - iii. Recipient shall provide State with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon request by State. This Paragraph 9.a.iii. shall survive expiration or termination of this Agreement.
 - iv. Recipient must report to State any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.
- b. **Subagreement indemnity; insurance.**
 - i. **Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.**
 - ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s) (collectively "Subrecipients"), nor any attorney engaged by Recipient's Subrecipient(s), shall defend any claim in the name of the State or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's Subrecipient is prohibited from defending State or that Recipient's Subrecipient is not adequately defending State's interests, or that an important governmental principle is at issue or that it is in the best interests of State to do so. State reserves all rights to pursue claims it may have against Recipient's Subrecipient if State elects to assume its own defense.
 - iii. Recipient shall require the other party, or parties, to each of its subagreements that are not units of local government as defined in ORS 190.003 to obtain and maintain insurance of the types and in the amounts provided in Exhibit C to this Agreement. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable, including all applicable provisions of the Oregon Public Contracting Code (Oregon Revised Statutes (ORS) Chapters 279 A, B and C) and rules, ensuring that:
 - i. Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, as applicable,

including all applicable provisions of the Oregon Public Contracting Code and rules. Procurements of rolling stock, facilities and personal services for any amount, and all procurements for an amount greater than \$100,000 must be approved by State prior to solicitation.

- ii. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the Expiration Date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Recipient will notify State in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Agreement amendment for time will be considered in extenuating circumstances.

d. **STIF Procurements**

Pursuant to Oregon Administrative Rule (OAR) 732-044-0050(6)

Recipient shall:

- i. Establish useful life standards for capital assets acquired pursuant to STIF Discretionary grant agreements which meet or exceed the duration of those established by State.
- ii. Use State's published procedures or substantially similar procedures and ensure that Sub-Recipients use the same procedures for the disposition of capital assets acquired with STIF funds.
- iii. Retain the net proceeds from a sale or other disposition of a capital asset to reinvest in a future STIF capital project or return the net proceeds to State. Net proceeds are the disposal proceeds less original value, depreciation, and disposal costs. If non-STIF funds were used in the original purchase, only the proportion representing the STIF contribution to the purchase is subject to this rule.
- iv. Establish written procedures to ensure that a capital asset is maintained in safe operating condition.
- v. Maintain insurance coverage, or require Sub-Recipients to maintain insurance coverage that meets or exceeds the standards in Oregon Revised Statutes (ORS) 806.070.
- vi. Ensure that vehicles purchased in whole or in part with STIF funds are titled with the Oregon Department of Transportation Driver and Motor Vehicle Service Division pursuant to ORS 803.045 and supporting rules, with ODOT Public Transportation Division listed as a security interest holder, subject to the following additional requirements:
 - a. If the vehicle is registered in the name of a Sub-Recipient receiving the vehicle, and the Sub-Recipient is not a Qualified Entity (OAR 732-040-005(26)) or Public Transportation Service Provider (OAR 732-040-005(25)), then the Qualified Entity or Public Transportation Service Provider must be listed on the vehicle title as the primary security interest holder.
 - b. If the vehicle was purchased with federal funds in addition to STIF funds, and the federal funding source requires the vehicle to be titled otherwise than provided in this rule, then the federal titling requirements prevail.

- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 et seq., as those laws may be subsequently amended.

10. **Termination**

- a. **Termination by State.** State may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by State in such written notice, if:
 - i. Recipient fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the

- Project by Recipient is, for any reason, rendered improbable, impossible, or illegal; or
- ii. State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
 - iii. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - iv. The Project would not produce results commensurate with the further expenditure of funds; or
 - v. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State.
- b. **Termination by Recipient.** Recipient may terminate this Agreement effective upon delivery of written notice of termination to State, or at such later date as may be established by Recipient in such written notice, if:
- i. Upon notification to State of its desire to withdraw from eligibility to receive the funds and providing to State a reason acceptable to State for the withdrawal; or
 - ii. If federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.
- c. **Termination by Either Party.** Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. General Provisions

- a. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient 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 State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient 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 State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State'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 State had sole liability in the proceeding.

With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement

actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State 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 Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient'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 it had sole liability in the proceeding.

- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Insurance.** Recipient shall meet the insurance requirements within Exhibit C.
- d. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- e. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- f. **No Third Party Beneficiaries.** State and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from this Agreement.

- g. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Recipient Contact or State Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 11.i. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against State, such facsimile transmission must be confirmed by telephone notice to State Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
- h. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY OBJECTION TO VENUE, AND

WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM.

- i. **Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, as applicable to Recipient. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. **Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of State. Recipient has no right or authority to incur or create any obligation for or legally bind State in any way. State cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of State, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. **Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. **Counterparts.** This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. **Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision. Recipient, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.
- n. **Survival.** The following provisions survive termination of this Agreement: Sections 6.c., 8 and 11.

Agreement No. 35614

The Parties, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to approve this Agreement to the Rail and Public Transit Division Administrator.

SIGNATURE PAGE TO FOLLOW

Washington County, State of Oregon
Agreement No. 35614

Washington County, by and through its

DocuSigned by:

Rachael Fuller

2900A429AAF1462...

By Assistant County Administrator

(Legally designated representative)

Rachael Fuller

Name

(printed)

8/24/2023 | 09:46 PDT

Date

By

Name

(printed)

Date

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By

Recipient's Legal Counsel

Date

State of Oregon, by and through its
Department of Transportation

By

Marsha A. Hoskins

Karyn Criswell

Public Transportation Division Administrator

Date

09/05/2023

APPROVAL RECOMMENDED

By

Valerie Egon

Date

06/16/2023

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By

Assistant Attorney General

Name

Sam Zeigler by email

(printed)

Date

02/01/2023

Recipient Contact:

Ray Nielsen
155 N First Avenue
Hillsboro, OR 97124
1 (503) 846-8128
ray_nielsen@co.washington.or.us

State Contact:

Valerie Egon
555 13th Street NE
Salem, OR 97301-4179
1 (971) 301-0909
Valerie.Egon@odot.oregon.gov

Signed Agreement Return Address: ODOTPTDReporting@odot.state.or.us

EXHIBIT A**Project Description and Budget****Project Description/Statement of Work**

Project Title: STIF Disc Washington County 35614 <i>Community Connector Shuttle Stop Enhancement Project Administration and Planning</i>				
P-23-3741-01 Item #1: Project Admin.				
	Total	Grant Amount	Local Match	Match Type(s)
	\$119,135.00	\$95,308.00	\$23,827.00	Local
P-23-3741-02 Item #1: General Development/Comprehensive Planning				
	Total	Grant Amount	Local Match	Match Type(s)
	\$24,000.00	\$19,200.00	\$4,800.00	Local
Sub Total	\$143,135.00	\$114,508.00	\$28,627.00	
Project Title: STIF Disc Washington County 35614 <i>Community Connector Shuttle Stop Bus Passenger Shelters</i>				
P-23-3801-01 Item #1: Passenger Shelters				
	Total	Grant Amount	Local Match	Match Type(s)
	\$128,000.00	\$102,400.00	\$25,600.00	Local
Sub Total	\$128,000.00	\$102,400.00	\$25,600.00	
Grand Total	\$271,135.00	\$216,908.00	\$54,227.00	

1. BACKGROUND

In the 2017 legislative session, the Oregon Legislature passed House Bill 2017, the Statewide Transportation Improvement Fund (STIF). The bill designated nine percent of the total funds appropriated to be awarded to eligible Public Transportation Service Providers (PTSPs) based on a competitive grant process. This nine percent is divided into a five-percent share for STIF Discretionary projects and a four-percent share for STIF Intercommunity Discretionary projects.

The STIF Discretionary fund is a flexible fund source that aims to expand or improve public transportation services by supporting projects that create new service routes, adopt enhanced forms of technology and data collection, maintain transit fleets in a state of good repair, and advance the equity and sustainability of transportation in the state.

The STIF Intercommunity Discretionary fund is housed with FTA Section 5311(f) funds under the "Statewide Transit Network Program." The purpose of the Statewide Transit Network Program is to support projects that enhance Oregon's statewide fixed route transit network by investing in key transit hubs, closing gaps between two or more communities, improving access to and from transit for pedestrians and bicyclists, improving collaboration and coordination between agencies that results in functional benefits, or other activities that improve the function of the overall transit network and serve the interests of more than one transit agency.

This Agreement describes the duties and responsibilities of State and Recipient in the management and proper use of STIF funds or 5311(f) funds and the associated reporting requirements.

2. PROJECT DESCRIPTION

This Agreement funds a partnership between Washington County, Oregon and Ride Connection, Inc. to implement stop improvements at locations across the countywide community connector shuttle system, including locations served by the WestLink, GroveLink, North Hillsboro, and Tualatin community connector shuttles.

Signs, Shelters, and Amenities

This task provides funding to upgrade, purchase, install, design, and/or construct up to eight shelters with benches, signage and solar powered lighting. This task includes the purchase

of up to 500 square feet of additional right-of-way, 500 square feet of concrete landing pad and base work, ADA treatments, Architecture and Engineering, Surveying and Permitting, mobilization, traffic control, erosion control and construction contingency. The resulting projects and infrastructure shall comply with ADA accessibility requirements to support the public transportation needs of the general public and seniors and individuals with disabilities.

Eligible expenses are: associated services, permits, permissions, equipment, and infrastructure needed to put the passenger shelter(s), landing pads, route sign(s), solar-powered lighting, and related infrastructure into service; costs incurred from the procurement process; delivery charges; and post-delivery inspections. Architecture, design, engineering, planning, and preparation services and permits, clearly needed to proceed with the project.

A National Environmental Policy Act environmental assessment may be required for this project, depending on fund source and complexity.

If this project is matched with federal resources, a Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet must be submitted to State, and must be approved by the Federal Transit Administration for all federally-funded projects, prior to any ground disturbance. This award is contingent on approval of the worksheet. Any project expenses incurred will not be reimbursed if the project's required worksheet is not approved.

If this project is matched by nonfederal sources, a Documented Categorical Exclusion worksheet or Categorical Exclusion worksheet may be submitted to State to establish a historical benchmark. State-funded shelters, signs, or amenities projects must comply with state and local procurement and construction rules.

Administration

This Agreement provides funding for Recipient's administrative expenses not directly related to providing transit services, but which support the effective, efficient, and safe delivery of those services. This agreement provides funding for Recipient's administrative expenses related to planning, including coordination with local jurisdictions, identification of priority stop locations, and preparing bid documents.

3. PROJECT DELIVERABLES, TASKS and SCHEDULE

Recipient, in the performance of this Project, shall document steps taken to improve accessibility of public transportation for vulnerable populations and/or historically marginalized communities. Vulnerable populations include low-income individuals or households, veterans, Tribal communities or groups, individuals of age 65 and older, individuals with disabilities, and individuals with limited English proficiency. Information on this topic shall be provided to State through reporting.

STIF Discretionary-supported service providers are encouraged to serve key transit hubs and stops operated or used by for-profit/national transit providers where practical.

Signs, Shelters, and Amenities

Recipient will submit a description and list for sign and/or shelter locations. Recipient will submit certification attesting to fulfillment of any applicable permitting, inspections, or other requirements prior to final payment. An on-site inspection or photo documentation of installations is required prior to final payment.

By accepting federal or state funds, Recipient certifies that the project will meet all Americans with Disabilities Act requirements as set forth in 49 CFR parts 27, 37, and 38.

All purchases, installations, and construction must be completed prior to the expiration date of this Agreement. If an extension for time is required, a request must be received by State at least 45 days prior to the expiration date.

Administration

Recipient shall perform administrative activities to support service sustainability as follows: ongoing financial resource budgeting and allocation, service coordination, capital asset

replacement planning, contract management, reporting, marketing and outreach, and planning.

Expected project start date: July 1, 2023.

Expected project completion date: June 20, 2025.

4. PROJECT ACCOUNTING and MATCHING FUNDING

Recipient retains authority over costs and allocations of STIF funds within the guidelines established by Oregon Revised Statutes (ORS) 184.751 through 184.758 and Oregon Administrative Rules (OAR) Chapter 732.

Signs, Shelters, and Amenities

The service provider may use capital items funded under USDOT- or State-source agreements when performing services rendered through a contract or sub-agreement funded by this Agreement. Depreciation of capital items funded under USDOT- or State-source grants is not an eligible expense.

Eligible matching fund sources for this Agreement include Statewide Transportation Improvement Formula Fund, local funds, service contract revenue, advertisement income, other earned income, cash donations, and other verifiable in-kind contributions that are integral to the project budget. Recipient may not use passenger fares as match. Administration and facility contributions are documented by percentage of contribution directly attributed to the project.

5. REPORTING AND INVOICING REQUIREMENTS

Recipient will request reimbursement for covered expenses incurred during each period as prescribed by State. Copies of invoices must be submitted for all vendor charges. In-house charges must be documented showing time specifically associated with the project. In addition, Recipient must provide a cover letter or summary of the work performed pursuant to this Agreement in each Agency Periodic Report. Before and after photographs of the project are encouraged to memorialize the achievement of deliverables and may be submitted with the final report.

Recipient will report as prescribed by State on assets purchased or constructed under this Agreement as long as they remain in use for public transportation service.

Recipient will report milestones quarterly as follows:

Recipient shall confirm the eligibility of any Sub-Recipient prior to distributing STIF moneys and entering into an agreement with the Sub-Recipient. Recipient shall ensure that Sub-Recipients maintain eligibility throughout the project period. Recipient shall provide State with copies of agreement(s) made with Sub-Recipients within 30 days of execution of those agreements.

Per OAR 732-044-0040(1)(a), Recipient shall report on Project progress, outcomes achieved, and expenditures of discretionary STIF funds by itself and its Sub-Recipients. Failure to use STIF funds towards achievement of identified project deliverables may result in the cessation of funding to Recipient for the remainder of the Agreement period.

Project Progress Reporting

Recipient shall report Project progress quarterly through the Oregon Public Transit Information System (OPTIS) Agency Periodic Report (APR) and shall include a brief status update for each deliverable. Project reporting should align with project deliverables identified in this Agreement. State will use reporting information to assess Recipient's progress by comparing task-based expenditures to progress on deliverables.

Outcomes Achieved Reporting

Recipient shall report outcomes achieved through project performance. Continued funding under this Agreement is contingent upon reporting of outcomes achieved.

On a quarterly basis, in addition to continuing required elements in the APR, Recipient shall complete a short narrative describing outcomes achieved in performance of the Project. For the final quarter of the biennium, Recipient shall report on quarterly outcomes achieved as well as summarize outcomes achieved over the duration of the Agreement. Recipient shall provide additional information on outcomes achieved when and where directed to do so by State in reporting guidance.

Outcomes achieved are defined in State's program guidance and that guidance provides State's expectations surrounding all reporting requirements. For detailed instructions on quarterly, annual, and biennial reporting, refer to State's STIF Discretionary/STN Reporting Guidance document.

Expenditures

Expenditures of STIF Discretionary funds will be tracked in OPTIS. Recipient must submit reimbursement requests in OPTIS to receive reimbursement for Project expenditures.

FOR CAPITAL ASSET AGREEMENTS:

Recipient shall ensure Satisfactory Continuing Control of capital assets, including real property, purchased in whole or part under this Agreement while the capital assets are being used for public transportation purposes. Satisfactory Continuing Control means the legal assurance that a capital asset will remain available to be used for its originally-authorized purpose throughout its useful life or until disposition.

An inventory of capital assets purchased in whole or in part with STIF funds will be created by State in the OPTIS asset register. The inventory will include a description of the capital asset, the date of purchase, the date put into public transportation service, the purchase price, the amount of STIF funds contributed to the purchase, the source of other funds, the authorized use per this agreement, the Recipient or Sub-Recipient using the capital asset (Owner/Operator), and the condition of the asset. Recipient shall report quarterly on all capital assets through the OPTIS APR, providing information relevant to purchased capital assets, including but not limited to, asset condition, and vehicle mileage.

Recipient shall request authorization from State for the sale, transfer, or other disposition of any Capital Asset purchased under this Agreement and shall report the amount of proceeds, if any, from the sale to State. Capital asset useful life standards shall be the same as those outlined by the Federal Transit Administration.

Recipient will provide reporting information as prescribed by State on the capital asset purchases under this Agreement as long as the capital asset remain in public transportation service.

Reimbursement requests for capital assets must include the following: a cover letter and copies of all invoices associated with expenses identified for reimbursement. Where a vehicle asset will be partially funded with federal funds, Recipient shall submit pre-award and post-delivery certification forms documenting compliance to Altoona bus testing, Federal Motor Vehicle Safety Standards, Buy America, and Disadvantaged Business enterprise requirements.

Reporting on Mitigation of Tax Impacts to Low-income Populations

Per OAR 732-040-0025(1), Qualified Entities receiving STIF funds shall submit a report on any actions taken by any PTSP located within the area of the Qualified Entity to mitigate the impact of the STIF tax on passengers who reside in low-income communities. This report must be submitted no later than 60 days after the end of each fiscal year in which the Qualified Entity receives STIF funds.

Recipient shall complete and submit a form detailing any mitigation actions taken by Recipient to the appropriate Qualified Entity no later than 30 days after the end of each Fiscal Year in which the PTSP receives STIF discretionary funds. This form will be provided to Recipient prior to the

Agreement No. 35614

*deadline for submission of the form and will include instructions for the proper completion and
submittal of the form.*

EXHIBIT B
FINANCIAL INFORMATION

This Agreement is financed by the funding source indicated below:

State Program STF: ORS 391.800 through ORS 391.830 and OAR Chapter 732, Divisions 5, 10, and 30 And/Or STIF: ORS 184.758 through ORS 184.766 and OAR Chapter 732, Divisions 040, 042, and 044.	State Funding Agency Oregon Department of Transportation 355 Capitol St. N.E. Salem, OR 97301-3871		Total State Funding \$216,908.00
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Administered By Public Transportation Division 555 13th Street NE Salem, OR 97301-4179
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EXHIBIT C**Insurance Requirements****Subagreement Insurance Requirements****GENERAL.**

Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to State. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.

TYPES AND AMOUNTS.**WORKERS COMPENSATION.**

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence. Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required

limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subagreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

"TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subagreement, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subagreement or, (ii) the expiration of all warranty periods provided under the Subagreement. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **Recipient shall immediately notify State of any change in insurance coverage.**

CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) all entities and individuals who are endorsed on the policy as Additional Insured and ii) for insurance on a "claims made" basis, the extended reporting period applicable to "tail" or continuous "claims made" coverage.

Recipient Insurance Requirements

1. GENERAL.

Recipient shall obtain at Recipient's expense the insurance specified in this exhibit prior to performing under this Agreement and shall maintain it in full force and at its own expense throughout the duration of this Agreement, as required by any extended reporting period or continuous claims made coverage requirements, and all warranty periods that apply. Recipient shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Coverage shall be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Recipient shall pay for all deductibles, self-insured retention and self-insurance, if any.

INSURANCE REQUIREMENT REVIEW.

Recipient agrees to periodic review of insurance requirements by State under this Agreement and

to provide updated requirements as mutually agreed upon by Recipient and State.

2. TYPES AND AMOUNTS.

WORKERS COMPENSATION.

All employers, including Recipient, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Recipient shall require and ensure that each of its subcontractors complies with these requirements. If Recipient is a subject employer, as defined in ORS 656.023, Recipient shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Recipient is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury, death, and property damage and shall include personal and advertising injury liability, products and completed operations and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability - Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Commercial General Liability Insurance shall not be less than the following amounts as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

AUTOMOBILE LIABILITY.

Automobile Liability Insurance covering business-related automobile use on all owned, non-owned or hired vehicles for bodily injury and property. Automobile Liability Insurance shall not be less than the following amount as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability).

EXCESS/UMBRELLA LIABILITY.

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance.

ADDITIONAL INSURED.

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the Recipient's activities to be performed under this Agreement. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

WAIVER OF SUBROGATION.

Washington County, State of Oregon
Agreement No. 35614

Recipient shall waive rights of subrogation which Recipient or any insurer of Recipient may acquire against the department or State of Oregon by virtue of the payment of any loss. Recipient will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State has received a waiver of subrogation endorsement from the Recipient or the Recipient's insurer(s).

CONTINUOUS CLAIMS MADE COVERAGE:

If any of the required liability insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, then Recipient shall maintain continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Agreement, for a minimum of 24 months following the later of:

- i. Recipient's completion and State's acceptance of all project work required under the Agreement, or
- ii. State or Recipient termination of this Agreement, or
- iii. The expiration of all warranty periods provided under this Agreement.

3. NOTICE OF CANCELLATION OR CHANGE.

Recipient or its insurer must provide 30 days' written notice to State before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

Recipient shall provide to State Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Agreement. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this Agreement. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance State has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. STATE ACCEPTANCE.

All insurance providers are subject to State acceptance. If requested by State, Recipient shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to State's representatives responsible for verification of the insurance coverages required under this **Exhibit C**.

For Administrative Use Only – Z99999

Supplier Name: ODOT

Actual Contract Number (CustomText4): 23-1317

Department (Location): LUT - Admin.

Contract Type: 8 Agreements

Contract Sub Type (Custom2Code): InterAgency Agreement

Minute Order Date: 11/29/2022

Minute Order Number: 23-314

Master Contract Number (CustomText1): 23-1317

Bid/RFP # (BidRFP):

BPO Number (Custom1Code): Revenue Contract

SHIP TO (LocShipTo): LUT - Admin.

BILL TO (LocBillTo): LUT - Admin.

Project Number (CustomText2): 100722

Chargeable Program Number (ChargeProgram): 209-607010

Contract Admin (Administrator): Ray Nielsen

Certificate Of Completion

Envelope Id: 38F4FD6D22D7480F8C238B3F80F10CB5

Status: Completed

Subject: Complete with DocuSign: 23-1317: ODOT

Source Envelope:

Document Pages: 21

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 0

Connie Wilson

AutoNav: Enabled

155 N. First Ave, Suite 270

Envelope Stamping: Enabled

MS28

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Hillsboro, OR 97124-3087

Connie_Wilson@co.washington.or.us

IP Address: 204.147.152.14

Record Tracking

Status: Original

Holder: Connie Wilson

Location: DocuSign

8/24/2023 8:39:36 AM

Connie_Wilson@co.washington.or.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Washington County

Location: DocuSign

Signer Events

Rachael Fuller

Rachael_Fuller@washingtoncounty.or.gov

Assistant County Administrator

Security Level: Email, Account Authentication
(None), Access Code**Signature**

DocuSigned by:

 Rachael Fuller

2900A429AAF1462...

Signature Adoption: Pre-selected Style

Using IP Address: 204.147.152.5

Timestamp

Sent: 8/24/2023 8:41:10 AM

Viewed: 8/24/2023 9:46:03 AM

Signed: 8/24/2023 9:46:41 AM

Electronic Record and Signature Disclosure:

Accepted: 8/24/2023 9:46:03 AM

ID: eccc6534-e1b0-42fc-99ec-3c7d70adb401

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/24/2023 8:41:10 AM

Certified Delivered

Security Checked

8/24/2023 9:46:03 AM

Signing Complete

Security Checked

8/24/2023 9:46:41 AM

Completed

Security Checked

8/24/2023 9:46:41 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Agreement 35614 for Signature and Execution

Final Audit Report

2023-09-05

Created:	2023-09-05 (Pacific Daylight Time)
By:	Bianca SINFIELD (Bianca.SINFIELD@odot.oregon.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHblax9ynS-n0mOMPEFMym3vJ4LBey6yU

"Agreement 35614 for Signature and Execution" History

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Bus Stop Capital Asset Condition Assessment Form

Jurisdiction	Assessment Date	Staff Person	Signature

[illegible]

Condition Assessment Score		
5	Excellent	No visible defects, new or near new condition, may still be under warranty if applicable
4	Good	Good condition, but no longer new, may have some slightly defective or deteriorated component(s), but is overall functional
3	Adequate	Moderately deteriorated or defective components; but has not exceeded useful life
2	Marginal	Defective or deteriorated component(s) in need of replacement; exceeded useful life
1	Poor	Critically damaged component(s) or in need of immediate repair; well past useful life

Capital Assets
Shelter (including lighting)
Bench within Shelter
Standalone Bench
Trash Can (attached or standalone)
Other (please describe)



A place where families and businesses thrive.

CITY COUNCIL STAFF MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

MEETING DATE: *August 26, 2024*

SUBJECT TITLE: *Work Session: League of Oregon Cities (LOC) Legislative Priorities*

ACTION REQUESTED:

☐	Ordinance	☐	Order	☐	Resolution	☐	Motion	☒	X	Informational
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X all that apply

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 policy and technical issues and recommend positions and strategies for the upcoming two-year legislative cycle (2025-26).

This year, the seven committees identified 23 legislative policy priorities. Each city is asked to review these priorities and provide input to the LOC Board of Directors. Once all the cities' votes are tallied, the LOC Board of Directors will review the results and approve a final set of 2025-26 legislative priorities at its October meeting in Bend.

PROCESS:

The purpose of the work session is to allow the Council time to reach a consensus on the city's top 5 legislative priorities from the attached LOC Member Voter Guide. Pending consensus, staff will prepare a resolution for Council approval at the September 9 meeting and pending passage, staff will complete LOC's online ballot provided to each city.

Each department was asked their top priority and the following responses were received: Infrastructure Funding, Employment Lands Readiness and Availability, Restoration of Recreational Immunity, 2025 Transportation Package, Shift from Gas Tax to Road User Fee, Investment in Community Resiliency and Climate Planning Resources, Address Energy Affordability Challenges From Rising Utility Costs, and Artificial Intelligence.

ATTACHMENTS:

- 2024 LOC Member Voter Guide



League of Oregon Cities

2024 LOC Member Voter Guide

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2024 Member Voter Guide

Background: Each even-numbered year, the LOC appoints members to serve on seven policy committees, which are the foundation of the League's policy development process. Composed of city officials, these committees analyze policy and technical issues and recommend positions and strategies for the upcoming two-year legislative cycle. This year, seven committees identified 23 legislative policy priorities to advance to the full membership and LOC Board of Directors. It's important to understand that the issues that ultimately do not rise to the top based on member ranking are not diminished with respect to their value to the policy committee or the LOC's advocacy. These issues will still be key component of the LOC's overall legislative portfolio for the next two years.

Ballot/Voting Process: Each city is asked to review the recommendations from the seven policy committees and provide input to the LOC Board of Directors, which will formally adopt the LOC's 2025-26 legislative agenda. While each city may have a different process when evaluating the issues, it's important for cities to engage with your mayor and entire council to ensure the issues are evaluated and become a shared set of priorities from your city. During its October meeting, the LOC Board will formally adopt a set of priorities based on the ranking process and their evaluation.

Each city is permitted one ballot submission. **Once your city has reviewed the proposed legislative priorities, please complete the electronic ballot to indicate the top 5 issues that your city would like the LOC to focus on during the 2025-26 legislative cycle.** The lead administrative staff member (city manager, city recorder, etc.) will be provided with a link to the electronic ballot. If your city did not receive a ballot or needs a paper option, please reach out to Meghyn Fahndrich at mfahndrich@orcities.org or Jim McCauley at jmccauley@orcities.org.

Important Deadline: The deadline for submitting your city's vote is **5 p.m. on September 27, 2024.**

Community and Economic Development Committee

Contact: Jim McCauley, jmccauley@orcities.org

INFRASTRUCTURE FUNDING (CO-SPONSORED BY WATER AND WASTEWATER COMMITTEE)

RECOMMENDATION: *The LOC will advocate for a comprehensive infrastructure package to support increased investments in water, sewer, stormwater and roads. This includes: funding for system upgrades to meet increasingly complex regulatory compliance requirements; capacity to serve needed housing and economic development; deferred maintenance costs; seismic and wildfire resiliency improvements; and clarity and funding to address moratoriums. The LOC will also champion both direct and programmatic infrastructure investments to support a range of needed housing development types and affordability.*

Background: Cities continue to face the challenge of how to fund infrastructure improvements – to maintain current, build new, and improve resiliency. Increasing state resources in programs that provide access to lower rate loans and grants will assist cities in investing in vital infrastructure. Infrastructure development impacts economic development, housing, and livability. The level of funding for these programs has been inadequate compared to the needs over the last few biennia, and the funds are depleting and unsustainable without significant program modifications and reinvestments. This priority will focus on maximizing both the amount of funding and the flexibility of the funds to meet the needs of more cities across the state to ensure long-term infrastructure investment. The 2024 LOC Infrastructure Survey revealed the increasing need for water and road infrastructure funding. The results show \$11.9 billion of infrastructure funds needed (\$6.4 billion for water and \$5.5 billion for roads).

Combined with the federal-cost share decline on water infrastructure projects – despite the recent bi-partisan infrastructure law investment – cities face enormous pressure to upgrade and maintain water infrastructure. At the same time, cities across the state are working urgently to address Oregon’s housing crisis. To unlock needed housing development and increase affordability, the most powerful tool the Legislature can deploy is targeted investments in infrastructure to support needed housing development.

SHELTER AND HOMELESS RESPONSE

RECOMMENDATION: *The LOC will support a comprehensive homeless response package to fund the needs of homeless shelter and homeless response efforts statewide. Funding should include baseline operational support to continue and strengthen coordinated regional homeless response and include a range of shelter types and services, including alternative shelter models, safe parking programs, rapid rehousing, outreach, case management, staffing and administrative support, and other related services. The LOC will also support capital funding for additional shelter infrastructure and site preparation. Oregon's homeless response system must recognize the critical role of cities in homeless response and meaningfully include cities in regional funding and decision-making, in partnership with counties, community action agencies, continuums of care, housing authorities, and other service provider partners.*

Background: The LOC recognizes that to end homelessness, a cross-sector coordinated approach to delivering services, housing, and programs is needed. Despite historic legislative investments in recent years, Oregon still lacks a coordinated, statewide shelter and homeless response system with stable funding. Communities across the state have developed regional homeless response collaboratives, beginning with the HB 4123 pilot communities funded by the Legislature in 2022 and the more recently established Multi-Agency Collaboratives and Local Planning Groups created by Governor Kotek's [Executive Order on Affordable Housing and Homelessness](#). As Oregon continues to face increasing rates of unsheltered homelessness, the LOC is committed to strengthening a regionally based, intersectional state homeless response system to ensure all Oregonians can equitably access stable housing and maintain secure, thriving communities.

EMPLOYMENT LANDS READINESS AND AVAILABILITY

Legislative Recommendation: *The LOC will support incentives, programs and increased investment to help cities with the costs of making employment lands market-ready, including continued investment in the state brownfields programs. The LOC also recognizes the deficit of industrial land capacity in strategic locations and will support efforts to build a more comprehensive industrial lands program by strengthening the connection between the DLCD Goal 9 Program and Business Oregon IL programs and resources.*

Background: Infrastructure cost is a significant barrier for cities that are looking to increase the supply of market-ready industrial land. Cities require a supply of industrial land that is ready for development to recruit and retain business operations. For sites to be attractive to site selectors, the basic infrastructure must be built out first. For example, the Regionally Significant Industrial Site (RSIS) program within Business Oregon is designed to help cities with the cost of readiness activities

through a reimbursement program, but many cities are not able to take advantage of this program due to a lack of staff capacity and up-front capital for investments.

FULL FUNDING AND ALIGNMENT FOR HOUSING PRODUCTION

RECOMMENDATION: *The LOC will advocate to maintain and increase state investments to support the development and preservation of a range of needed housing types and affordability, including: publicly supported affordable housing and related services; affordable homeownership; permanent supportive housing; affordable modular and manufactured housing; middle housing types; and moderate-income workforce housing development. In addition, the LOC will seek opportunities to address structural barriers to production of different housing options at the regional and state level. This includes: streamlining state agency programs, directives, funding metrics, and grant timelines that impact development; aligning state programs with local capital improvement and budget timelines; and increasing connections between affordable housing resources at Oregon Housing and Community Services (OHCS) with the land use directives in the Oregon Housing Needs Analysis (OHNA) and Climate Friendly and Equitable Communities (CFEC) programs at the Department of Land Conservation and Development (DLCD).*

Background: Recent legislation and executive orders have made significant changes to the state's land use planning process, including new housing production directives for cities and counties. These updates have resulted in extensive, continuous, and sometimes conflicting efforts that are not supported by adequate state funding. Cities do not have the staff capacity or resources needed to implement existing requirements. Additional state support is needed to assist local implementation, including technical assistance and education for local staff and decision makers, and workforce development. The state should prioritize implementation and coordination of existing programs in the 2025-2026 legislative sessions before considering any new policies.

General Government Committee

Contact: Scott Winkels, swinkels@orcities.org

RESTORATION OF RECREATIONAL IMMUNITY

RECOMMENDATION: *The LOC will introduce legislation to protect cities and other landowners who open their property for recreational purposes from tort liability claims.*

Background: An adverse court ruling stemming from a recreational injury sustained on a city owned trail opened cities and other public and private landowners to tort claims for injuries sustained by people who are recreating. The Legislature enacted a temporary restoration of the immunity in 2024 that will expire

on July 1, 2025. Legislation to make the immunity permanent will be needed for cities to offer recreational amenities without fear of tort liability lawsuits or excessive risk premiums.

BEHAVIORAL HEALTH ENHANCEMENTS

RECOMMENDATION: *The LOC will introduce and support legislation to expand access to behavioral health treatment beds and allow courts greater ability to direct persons unable to care for themselves into treatment through the civil commitment process.*

Background: While Oregon has historically ranked at or near the bottom nationally for access to behavioral healthcare, the state has made significant investments over the past four years. It will take time for investments in workforce development and substance abuse treatment to be realized, and areas for improvement remain. The standard for civilly committing a person into treatment remains very high in Oregon, and as a result, individuals who present a danger to themselves or others remain untreated, often producing tragic results. Additionally, the number of treatment beds for residential care does not meet demand, with services unavailable in multiple areas of the state.

CONTINUED ADDICTION POLICY REFORM

RECOMMENDATION: *The LOC will Introduce and support legislation to allow drug related misdemeanors to be cited into municipal court; provide stable funding for services created in HB 4002 in 2024; allow more service providers to transport impaired persons to treatment; establish the flow of resources to cities to support addiction response; and monitor and adjust the implementation of HB 4002.*

Background: The Legislature passed significant changes to Oregon's approach to the current addiction crisis with the creation of a new misdemeanor charge designed to vector defendants away from the criminal justice system and into treatment. Changes also included: sentencing enhancements for drug dealers; investments in treatment capacity; and expanded access to medical assisted addiction treatment. HB 4002 did not include stable funding for the services created or provide cities with direct access to resources, or the ability to cite the new offense into municipal courts. Additionally, the new law will likely require adjustments as the more complicated elements get implemented.

Energy and Environment Committee

Contact: Nolan Pleše, nplese@orcities.org

BUILDING DECARBONIZATION, EFFICIENCY, AND MODERNIZATION

RECOMMENDATION: *The LOC will support legislation to protect against any rollback and preemptions to allow local governments to reduce greenhouse gas emissions from new and existing buildings while ensuring reliability and affordability. In addition, the LOC will lead and back efforts that support local governments, including statewide capacity, expertise, and resources to allow local governments to pursue state and federal funding and continue to support off-ramps for local governments unable to meet the state's new building performance standards.*

Background: Homes and commercial buildings consume nearly one-half of all the energy used in Oregon, according to the Oregon Department of Energy. Existing buildings can be retrofitted and modernized to become more resilient and efficient, while new buildings can be built with energy efficiency and energy capacity in mind.

Oregon cities, especially small to mid-sized and rural communities, require technical assistance and financial support to meet the state's goals. Without additional support, some communities will be unable to meet the state's building performance standards. Off-ramps are necessary to protect cities unable to meet the state's goals to ensure they are not burdened by mandates they can't meet.

Some initiatives may include local exceptions for building energy codes and performance standards, statewide home energy scoring, or financial incentives from the Infrastructure Investment and Jobs Act (IIJA), the Inflation Reduction Act (IRA), state incentives, and other financial incentives like CPACE (Commercial property-assessed clean energy).

For cities to meet their climate resilience and carbon reduction goals while maintaining home rule authority, their flexibility must be preserved to allow for a successful transition from fossil fuels. State pre-emptions should not prohibit cities from exceeding state goals and achieving standards that align with their values.

INVESTMENT IN COMMUNITY RESILIENCY AND CLIMATE PLANNING RESOURCES

RECOMMENDATION: *The LOC will support investments that bring resiliency and climate services (for mitigation and adaptation) together in coordination with public and private entities, and work to fill the existing gaps to help communities get high-quality assistance. These resources are needed for local governments to effectively capture the myriad of available state and federal funding opportunities that cannot be accessed due to capacity and resource challenges. The LOC will work with partners to identify barriers and potential*

solutions towards resiliency opportunities, such as local energy generation and battery storage, and to support actions that recognize local control.

Background: Oregon communities have unique resources and challenges, and increasingly need help to plan for climate and human-caused impacts and implement programs to reduce greenhouse gases. Oregon should focus on maintaining the reliability of the grid while supporting safe, healthy, cost-effective energy production that includes external costs.

Although many opportunities for building resiliency exist, not all will not be built or managed by cities. Cities support efforts to build resiliency hubs in coordination with public, private, and non-profit interests and will seek more investments in programs that support resiliency hubs.

Cities also have a broad range of perspectives on how to address the impacts of the climate crisis. Concerns about costs and reliability during this energy transition have surfaced in many cities. At the same time, others who share those concerns also aim to have stronger requirements that meet their cities' climate goals. To meet these challenges, cities oppose additional mandates but support exceptions and additional support that recognize each city's unique perspectives, resources, and experience while preserving local authority.

Oregon's small to mid-sized communities and rural communities are particularly in need of technical assistance, matching funds, and additional capacity to address climate impacts. Without assistance, these communities face unfunded mandates due to low resources and capacity challenges to go after many available opportunities.

ADDRESS ENERGY AFFORDABILITY CHALLENGES FROM RISING UTILITY COSTS

RECOMMENDATION: *The LOC will: support actions to maintain affordable and reliable energy resources; invest in programs and new technology that support energy efficiency, renewable energy, and battery storage to help reduce overall energy costs and demands; and address grid challenges during peak energy demand and the associated rising costs, while balancing the pace of energy production and power supply that impact rates.*

Background: In recent years, rising utility costs have increased the energy burden on Oregonians, particularly low-income Oregonians, those with fixed incomes, and those who are unable to work. Costs contributing to these increases include, infrastructure upgrades, maintenance, and modernization, climate impacts from increased extreme weather events (wildfires, ice storms, snowstorms, flooding, etc.) and mitigation costs associated with them, fuel costs, inflation, legislative and gubernatorial actions, and investments in new energy-producing technology, and battery storage, are some of many reasons that are impacting utility rates.

While many investment opportunities exist, more cooperation and collaboration

needed to find a path forward that reduces the need for large rate increases that impact Oregonians. Rate increases should balance and prioritize vital labor, infrastructure, and mitigations necessary to sustain present and future energy demands with compensation.

In addition, the LOC would advocate for new tools and utilizing existing tools to modernize rate structures to provide flexibility and account for the time of year of rate increases (phasing in of rate increases) and recognize the higher burden for low and moderate-income and fixed-income Oregonians.

Finance and Taxation Committee

Contact: Lindsay Tenes, ltenes@orcities.org

LODGING TAX FLEXIBILITY

RECOMMENDATION: *The LOC will advocate for legislation to increase flexibility to use locally administered and collected lodging tax revenue to support tourism-impacted services.*

Background: In 2003, the Legislature passed the state lodging tax and restricted local transient lodging tax (TLT) by requiring that revenue from any new or increased local lodging tax be spent according to a 70/30 split: 70% of local TLT must be spent on “tourism promotion” or “tourism related facilities” and up to 30% is discretionary funds.

Tourism has created an increased demand on municipal service provision. Some of the clearest impacts are on roads, infrastructure, public safety, parks, and public restrooms. Short term rentals and vacation homes also reduce the housing supply and exacerbate housing affordability issues.

Cities often play an active role in tourism promotion and economic development efforts, but requiring that 70% of lodging tax revenue be used to further promote tourism is a one-size fits all approach that does not meet the needs of every tourism community. Cities must be allowed to strike the balance between tourism promotion and meeting the needs for increased service delivery for tourists and residents.

MARIJUANA TAX

Legislative Recommendation: *The LOC will advocate for legislation that increases revenue from marijuana sales in cities. This may include proposals to restore state marijuana tax losses related to Measure 110 (2020), and to increase the 3% cap on local marijuana taxes.*

Background: The state imposes a 17% tax on recreational marijuana products. Until

the end of 2020, cities received 10% of the state's total tax revenues (minus expenses) on recreational marijuana products. Measure 110 largely shifted the allocation of state marijuana revenue by capping the amount that is distributed to the recipients that previously shared the total amount (the State School Fund, the Oregon Health Authority, the Oregon State Police, cities and counties) and diverted the rest to drug treatment and recovery services. Starting in March of 2021, quarterly revenue to cities from state marijuana taxes saw a decrease of roughly 74%. Marijuana revenue has also been on a downward trend because the market is oversaturated, which has continually reduced sale prices (high supply, steady demand). Marijuana is taxed on the price of the sale and not on volume.

ALCOHOL TAX

RECOMMENDATION: *The LOC will advocate for increased revenue from alcohol taxes. This includes support for any recommendation by the HB 3610 Task Force on Alcohol Pricing to increase the beer and wine tax that maintains 34% shared distribution to cities. This may also include legislation to lift the pre-emption on local alcohol taxes.*

Background: Cities have significant public safety costs related to alcohol consumption and must receive revenue commensurate to the cost of providing services related to alcohol.

Oregon is a control state and the Oregon Liquor and Cannabis Commission (OLCC, formerly known as the Oregon Liquor Control Commission) acts as the sole importer and distributor of liquor. Cities and other local governments are preempted from imposing alcohol taxes. In exchange, cities receive approximately 34% share of net state alcohol revenues. The OLCC has also imposed a 50-cent surcharge per bottle of liquor since the 2009-2011 biennium, which is directed towards the state's general fund. Oregon's beer tax has not been increased since 1978 and is \$2.60 per barrel, which equates to about 8.4 cents per gallon, or less than 5 cents on a six-pack. Oregon's wine tax is 67 cents per gallon and 77 cents per gallon on dessert wines. Oregon has the lowest beer tax in the country and the second lowest wine tax.

Broadband, Cybersecurity, Artificial Intelligence (AI), and Telecommunications Committee

Contact: Nolan Plese, nplese@orcities.org

DIGITAL EQUITY AND INCLUSION

RECOMMENDATION: *The LOC will support legislation and policies that help all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy through programs such as digital*

navigators, devices, digital skills, and affordability programs like the Affordable Connectivity Program (ACP) and the Oregon Telephone Assistance Program (OTAP – also known as Lifeline) that meet and support community members where they are.

Background: Connectivity is increasingly relied on for conducting business, learning, and receiving important services like healthcare. As technology has evolved, the digital divide has become more complex and nuanced. Now, the discussion of the digital divide is framed in terms of whether a population has access to hardware, to the Internet, to viable connection speeds, and to the skills they need to effectively use it. Recognizing individual knowledge and capacity, abilities, and lived experience is now vital, and programs that offer devices, digital literacy skills, cybersecurity, and support for internet affordability, are critical to closing the digital divide.

CYBERSECURITY & PRIVACY

RECOMMENDATION: *The LOC will support legislation that addresses privacy, data protection, information security, and cybersecurity resources for all that use existing and emerging technology like artificial intelligence (AI) and synthetic intelligence (SI), including, but not limited to: funding for local and state government cyber and information security initiatives; interagency and government coordination and cooperative arrangements for communities that lack capacity; statewide resources for cyber and AI professionals and workforce development; vendor and third-party vendor accountability; regulations of data privacy; or standards for software/hardware developers to meet that will make their products more secure while ensuring continued economic growth. The LOC will oppose any unfunded cybersecurity and/or AI mandates and support funding opportunities to meet any unfunded insurance requirements.*

Background: Society's continued reliance on technology will only increase with the emergence of artificial intelligence (AI) and synthetic intelligence (SI). This will mean an increased risk for cybercrimes. Cybersecurity encompasses everything that pertains to protecting our sensitive and privileged data, protected health information, personal information, intellectual property, data, and governmental and industry information systems from theft and damage attempted by criminals and adversaries.

Cybersecurity risk is increasing, not only because of global connectivity but also because of the reliance on cloud services to store sensitive data and personal information. As AI and SI technology and adoption accelerate, the ability to guard against cyber threats and threats created through AI will increase. Strengthening coordination between the public and private sectors at all levels is essential for decreasing risks and quickly responding to emerging threats. This ensures resilience is considered to reduce the damage caused by cyber threats.

RESILIENT, FUTUREPROOF BROADBAND INFRASTRUCTURE AND PLANNING INVESTMENT

RECOMMENDATION: *The LOC will support legislation to ensure broadband systems are built resiliently and futureproofed, while also advocating for resources to help cities with broadband planning and technical assistance through direct grants and staff resources at the state level. The LOC will oppose any preemptions that impede local government's ability to maintain infrastructure standards in the local rights-of-way. Municipalities' have a right to own and manage access to poles and conduit and to become broadband service providers.*

Background:

Broadband Planning and Technical Assistance

Most state and federal broadband infrastructure funding requires communities to have a broadband strategic plan in place in order to qualify. Many cities do not have the resources or staff capacity to meet this requirement. Cities will need to rely on outside sources or work with the state for assistance and support the state setting up an office to aid local governments.

Resilient and Long-Term Systems

As broadband continues to be prioritized, building resilient long-term networks will help Oregonians avoid a new digital divide as greater speeds are needed with emerging technologies like artificial intelligence (AI). Important actions that will ensure resilient broadband include: dig once policies; investing in robust middle-mile connections; ensuring redundancy and multiple providers in all areas' sharing current and future infrastructure to manage overcrowding in the right-of-way (ROW); and undergrounding fiber instead of hanging it on poles. Additionally, infrastructure should be built for increased future capacity to avoid a new digital divide by allowing Oregon to determine speeds that reflect current and future technology.

Optional Local Incentives to Increase Broadband Deployment

Cities need flexibility to adequately manage public rights-of-ways (ROW). Instead of mandates, the state should allow cities the option to adopt incentives that could help streamline broadband deployment. Flexibility for cities to fund conduit as an eligible expense for other state infrastructure (most likely water or transportation projects) would reduce ROW activity. Additionally, local governments can work with state and federal partners to streamline federal and state permitting to reduce delays in broadband deployment.

Regulatory Consistency Amidst Convergence

With rapid changes in communication, standards and policy should keep pace. When a converged technology utilizes differing communications technologies, it may be

required to adhere to multiple standards and regulations, or providers may argue that some parts of their service is not subject to regulations. The LOC will support legislation that addresses the inconsistency of regulations applied to traditional and nontraditional telecommunications services as more entities move to a network-based approach.

ARTIFICIAL INTELLIGENCE (AI)

RECOMMENDATION: *The LOC will support legislation that promotes secure, responsible and purposeful use of artificial intelligence (AI) and synthetic intelligence (SI) in the public and private sectors while ensuring local control and opposing any unfunded mandates. Cities support using AI for social good, ensuring secure, ethical, non-discriminatory, and responsible AI governance through transparent and accountable measures that promotes vendor and third-party vendor accountability, improving government services while protecting sensitive data from use for AI model learning, and fostering cross-agency, business, academic, and community collaboration and knowledge sharing.*

Background: While artificial intelligence (AI) and synthetic intelligence (SI) are not new, the recent advancements in machine learning and the exponential growth of artificial and synthetic intelligence require governments and providers to be responsible and purposeful in the use of this technology. The opportunities and risks that AI and SI present demand responsible values and governance regarding how AI systems are purchased, configured, developed, operated, or maintained in addition to ethical policies that are transparent and accountable. Policies should also consider the implication of AI on public records and retention of information on how AI is being used. Additionally, governments need to consider how procurements are using AI, how they are securing their systems, and any additional parties being used in the process.

AI systems and policies should:

- Be Human-Centered Design - AI systems are developed and deployed with a human-centered approach that evaluates AI-powered services for their impact on the public.
- Be Secure & Safe - AI systems should maintain safety and reliability, confidentiality, integrity, and availability through safeguards that prevent unauthorized access and use to minimize risk.
- Protect Privacy - Privacy is preserved in all AI systems by safeguarding personally identifiable information (PII) and sensitive data from unauthorized access, disclosure, and manipulation.
- Be Transparent - The purpose and use of AI systems should be proactively communicated and disclosed to the public. An AI system, its data sources,

operational model, and policies that govern its use should be understandable, documented, and properly disclosed publicly.

- **Be Equitable** - AI systems support equitable outcomes for everyone; urban, rural, suburban, frontier, and historically underrepresented communities. Bias in AI systems should be effectively managed to reduce harm to anyone impacted by its use.
- **Provide Accountability** - Roles and responsibilities govern the deployment and maintenance of AI systems. Human oversight ensures adherence to relevant laws and regulations and ensures the product's creator is ultimately responsible for reviewing the product prior to release and held accountable.
- **Be Effective** - AI systems should be reliable, meet their objectives, and deliver precise and dependable outcomes for the utility and contexts in which they are deployed.
- **Provide Workforce Empowerment** - Staff are empowered to use AI in their roles through education, training, and collaborations that promote participation and opportunity.

Transportation Committee

Contact: Jim McCauley, jmccauley@orcities.org

2025 TRANSPORTATION PACKAGE

RECOMMENDATION: *The LOC supports a robust, long-term, multimodal transportation package focused on: stabilizing funding for operations and maintenance for local governments and ODOT; continued investment in transit and bike/ped programs, safety, congestion management, and completion of projects from HB 2017. As part of a 2025 package, the funding level must maintain the current State Highway Fund (SHF) distribution formula and increase investments in local programs such as Great Streets, Safe Routes to Schools, and the Small City Allotment Program. In addition, the package should find a long-term solution for the weight-mile tax that stabilizes the program with fees that match heavier vehicles' impact on the transportation system. The funding sources for this package should be diverse and innovative. Additionally, the package should maintain existing choices and reduce barriers for local governments to use available funding tools for transportation investments.*

Background: Oregon has one of the country's most transportation-dependent economies, with 400,000 jobs (1 in 5) related directly to transportation via rail, road, and ports. The State Highway Fund (SHF) is the primary revenue source for the state's transportation infrastructure, and comes from various sources, including gas

and diesel tax, weight mile tax, vehicle registration fees, vehicle title fees, and driver's license fees. These funds are distributed using a 50-30-20 formula, with 50% to the state, 30% to counties, and 20% to cities. Continued investment in transportation infrastructure is critical for public safety objectives such as "[Safe Routes to Schools](#)" and the "[Great Streets](#)" program. The Legislature must develop a plan to match inflationary costs and a plan to transition from a gas tax to an impact fee based on miles traveled to stabilize transportation investment.

FUNDING AND EXPANDING PUBLIC AND INTER-COMMUNITY TRANSIT

RECOMMENDATION: *The LOC supports expanding funding for public transit operations statewide, focusing on inter-community service, service expansion, and a change in policy to allow for the use of funds for local operations and maintenance.*

Background: During the 2017 session, HB 2017 established Oregon's first statewide comprehensive transit funding by implementing a "transit tax," a state payroll tax equal to one-tenth of 1%. This revenue source has provided stable funding of more than \$100 million annually.

These funds are distributed utilizing a formula. Investments made since the 2017 session helped many communities expand and start transit and shuttle services to connect communities and provide transportation options. Many communities, however, still lack a viable public transit or shuttle program and would benefit greatly from expanded services.

SHIFT FROM A GAS TAX TO A ROAD USER FEE

RECOMMENDATION: *The LOC supports replacing Oregon's gas tax with a Road User Fee (RUF) while protecting local government's authority to collect local gas tax fees. An RUF will better measure a vehicle's impact on roads and provide a more stable revenue stream.*

Background: Oregon's current gas tax is 40 cents per gallon. Depending on the pump price, the gas tax represents a small portion of the overall cost of gas. Due to the improved mileage of new vehicles and the emergence and expected growth of electric vehicles, Oregon will continue to face a declining revenue source without a change in the fee structure. Capturing the true impact of vehicles on the transportation system requires a fee structure that aligns with use of roads. The federal tax has remained at 18 cents per gallon since 1993, effectively losing buying power or the ability to keep up with inflation.

COMMUNITY SAFETY AND NEIGHBORHOOD LIVABILITY

RECOMMENDATION: *The LOC supports a strong focus on funding safety improvements on large roads, such as highways and arterials, that run through all communities. This includes directing federal and state dollars toward safety improvements on streets that meet the Great Streets criteria but are not owned by ODOT, and increasing funding for the*

Great Streets program. For those cities that don't qualify for existing programs, ODOT should explore funding opportunities for cities with similar safety needs. Additionally, more funding should be directed to the Highway Safety Improvement Program (HSIP) and All Roads Transportation Safety (ARTS) programs.

Background: Community safety investment remains a critical challenge for local governments, reducing their ability to maintain a transportation system that supports the safe and efficient movement of people and goods. Traffic fatalities and serious injuries continue to grow to record levels in many communities. The lack of stable funding for these basic operations and maintenance functions prevents local governments from meeting core community expectations. Without increases in funding for transportation, this problem is expected to get even worse, as costs for labor and materials continue to increase.

Water and Wastewater Committee

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INFRASTRUCTURE FUNDING (CO-SPONSORED BY COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE)

RECOMMENDATION: *The LOC will advocate for a comprehensive infrastructure package to support increased investments in water, sewer, stormwater and roads. This includes: funding for system upgrades to meet increasingly complex regulatory compliance requirements; capacity to serve needed housing and economic development; deferred maintenance costs; seismic and wildfire resiliency improvements; and clarity and funding to address moratoriums. The LOC will also champion both direct and programmatic infrastructure investments to support a range of needed housing development types and affordability.*

Background: Cities continue to face the challenge of how to fund infrastructure improvements – to maintain current, build new, and improve resiliency. Increasing state resources in programs that provide access to lower rate loans and grants will assist cities in investing in vital infrastructure. Infrastructure development impacts economic development, housing, and livability. The level of funding for these programs has been inadequate compared to the needs over the last few biennia, and the funds are depleting and unsustainable without significant program modifications and reinvestments. This priority will focus on maximizing both the amount of funding and the flexibility of the funds to meet the needs of more cities across the state to ensure long-term infrastructure investment. The 2024 LOC Infrastructure Survey revealed the increasing need for water and road infrastructure funding. The results show \$11.9 Billion of infrastructure funds needed (\$6.4 billion for water and \$5.5

billion for roads).

Combined with federal-cost share decline on water infrastructure projects – despite the recent bi-partisan infrastructure law investment – cities face enormous pressure to upgrade and maintain water infrastructure. At the same time, cities across the state are working urgently to address Oregon's housing crisis. To unlock needed housing development and increase affordability, the most powerful tool the Legislature can deploy is targeted investments in infrastructure to support needed housing development.

PLACE-BASED PLANNING

RECOMMENDATION: *The LOC will advocate for funding needed to complete existing place-based planning efforts across the state and identify funding to continue the program for communities that face unique water supply challenges.*

Background: Oregon's water supply management issues are complex. In 2015, the Legislature created a place-based planning pilot program in Oregon administered through the Oregon Water Resources Department that provides a framework and funding for local stakeholders to collaborate and develop solutions to address water needs within a watershed, basin, surface water, or groundwater. In 2023, the Legislature passed a significant bipartisan Drought Resilience and Water Security package (BiDRAWS), which included \$2 million into a place-based planning water fund to continue efforts to address a basin-by-basin approach.

OPERATOR-IN-TRAINING APPRENTICESHIPS

RECOMMENDATION: *The LOC will advocate for funding for apprenticeship training programs and the expansion of bilingual training opportunities to promote workforce development of qualified wastewater and drinking water operators due to the significant lack of qualified operators.*

Background: Water utilities must resolve a human-infrastructure issue in order to keep our water and wastewater systems running. Currently, water utilities face challenges in recruiting, training, and retaining certified operations employees. In addition, retirements of qualified staff over the next decade will exacerbate the problem.

In 2023, the Legislature approved one-time funding for the development of a training facility for certified operators and technical assistance staff in partnership with the Oregon Association of Water Utilities. Sustained funding for regional training facilities and direct funding for utilities hosting training programs is needed to train the next generation of water and wastewater operators.