



Malynda Wenzl, Mayor

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

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

[TVCTV Livestream](#)

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

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

6:30 Parking Enforcement

Staff: Henry Reimann, Police Chief

CITY COUNCIL MEETING

A. 7:00 Call to Order

1. Roll Call
2. Land Acknowledgement
3. Pledge of Allegiance
4. Juneteenth Proclamation
5. Pride Month Proclamation

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 Public Arts Commission Resignation
2. **RESOLUTION 2025-23 CONSENTING TO MAYORAL APPOINTMENT OF COUNCIL LIAISON TO THE CHAMBER OF COMMERCE AND REPEALING RESOLUTION NO. 2025-01**

D. Additions/Deletions

1. City Manager
2. Proposed by Councilors

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

1. **7:15 2040 Update**
Sara Singer Wilson, Principal at SSW Consulting

F. 7:30 Public Hearings, Ordinances, and Resolutions

1. Public Hearing: Resolutions No. 2025-24; 2025-25; 2025-26
RESOLUTION 2025-24 ADOPTING BIENNIAL BUDGET FOR PERIOD COMMENCING JULY 1, 2025, AND ENDING JUNE 30, 2027

RESOLUTION 2025-25 LEVYING AND CATEGORIZING TAXES FOR THE CITY OF FOREST GROVE, WASHINGTON COUNTY, OREGON, FOR THE BIENNIAL BUDGET PERIOD COMMENCING JULY 1, 2025, AND ENDING JUNE 30, 2027

RESOLUTION 2025-26 MAKING APPROPRIATIONS FOR THE CITY OF FOREST GROVE, WASHINGTON COUNTY, OREGON, FOR THE BIENNIAL BUDGET FOR THE PERIOD COMMENCING JULY 1, 2025, AND ENDING JUNE 30, 2027

Staff: Paul Downey, Assistant City Manager/Finance Director

2. Public Hearing: Resolutions No. 2025-27; 2025-28
RESOLUTION 2025-27 CERTIFYING SERVICES PROVIDED BY CITY OF FOREST GROVE

RESOLUTION 2025-28 DECLARING CITY'S ELECTION TO RECEIVE STATE REVENUES

Staff: Paul Downey, Assistant City Manager/Finance Director

3. **RESOLUTION 2025-29 ADOPTING FISCAL YEAR 2025-30 CAPITAL IMPROVEMENTS PROGRAM**

Staff: Paul Downey, Assistant City Manager/Finance Director

4. Public Hearing: Resolution 2025-30
**RESOLUTION 2025-30 ADOPTING CAPITAL IMPROVEMENTS PROGRAM
EXCISE TAX AND REPEALING RESOLUTION 2024-23**
Staff: Paul Downey, Assistant City Manager/Finance Director
5. **RESOLUTION 2025-31 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH THE TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF OREGON (TRIMET) RELATED TO PROJECT
DEVELOPMENT, FUNDING AND STAFFING FOR THE TV HIGHWAY BUS RAPID
TRANSIT PROJECT**
Staff: Daniel Riordan, Senior Planner

G. 8:05 Council Communications:

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

H. 8:30 Adjournment

URBAN RENEWAL AGENCY MEETING

See separate agenda.

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

AGENDA ITEM #: _____

MEETING DATE: _____

FINAL ACTION: _____

CITY COUNCIL STAFF REPORT

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

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

MEETING DATE: *Monday, June 9, 2025*

SUBJECT TITLE: *Parks & Recreation Cost Recovery Plan*

ACTION REQUESTED:

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

ISSUE STATEMENT:

Why is this important?

- City Code 34.02(B) requires that a cost-of-service study be completed every five (5) years. It is uncertain when a cost-of-service study was last completed for the Parks & Recreation Department.
- Expansion of the Department to add a Recreation Division compounds the importance of addressing how fees for services are determined and administered. As classes and programs are added to the Department's services, a method and system are fundamental components for long term financial sustainability.
- Incorporating a lens of fairness and equity for decision making and better serve the diverse members of our community.

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.

August 2024: Work session with City Council. Consensus on model including service categories, definitions of categories, cost recovery goals and order of categories on cost recovery continuum. Development of cost recovery policy.

September, October 2024: Commission Meetings: Cost recovery policy review.

October 2024: Commission Work Session: Recap of project and process, presentation on pricing tool and process used to determine fees. Consensus for staff to draft a Partnership Agreement.

November 2024: Commission Meeting: Draft Memorandum of Understanding presented. Commission recommended a meeting with stakeholders.

December 2024: Commission Meeting: Motion – Recommend approval of the Cost Recovery Plan & Policy Draft as presented except for the Rentals category. Vote count: 7 yes, 0 no. Motion passed.

February 2025: Commission Meeting: Motion – Waive fees for non-profit youth athletic organizations. Vote count: 3 yes, 4 no, 1 abstain. Motion failed. Consensus to hold a work session to further discuss a recommendation to City Council regarding rental fees for athletic spaces.

March 2025: Commission Work Session: Consensus at an impasse on a recommendation regarding Rentals category.

March 2025: Commission Meeting: Motion – Recommend City Council approve the Cost Recovery Plan and Policy except for the Rental category as they were unable to reach consensus on that item. Vote count: 7 yes. Motion passed.

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):

City Code Chapter 34 Sections 34.01, 34.02, 34.03
Service Categories
Cost Recovery Plan
FY 24-25 Fee Schedule

§ 34.01 ADJUSTMENT OF FEES AND CHARGES.

The intent of §§ 34.01 through 34.03 is to provide the City Council with a rational process for setting fees and charges. The philosophy is to base user fees on cost-of-service so the city will be able to recover the costs associated with delivering a service to an individual or group. By recovering the cost of providing a service, the rest of the community is not subsidizing services benefitting individuals. (Prior Code, § 2.600) (Ord. 1989-04, passed 2-13-1989)

§ 34.02 LICENSES, PERMITS, FEES, AND CHARGES.

(A) Licenses, permits, fees, and charges will be adjusted by Council resolution in July each year.

(B) Licenses, permits, fees, and charges subject to §§ 34.01 through 34.03 shall be reviewed with a cost-of-service study every five years. Following completion of each cost-of-service study and its review and/or amendment by the Council, the Council shall designate by resolution the cost of all licenses, permits, fees, and charges subject to §§ 34.01 through 34.03. Subsequent adjustments prior to completion of the next required cost-of-service study shall be made in accordance with § 34.03. Unless specifically exempted, all city licenses, permits, fees, and charges are subject to §34.03.

(Prior Code, § 2.601) (Ord. 1989-04, passed 2-13-1989)

§ 34.03 BASIS FOR ANNUAL ADJUSTMENT.

(A) Adjustments to fees and charges shall be based on the Consumer Price Index (CPI) or the percentage of the general wage adjustment for city employees. Fees and charges may be adjusted by the Portland Area Consumer Price Index for all urban consumers, as compiled and published by the U.S. Department of Labor, Bureau of Labor Statistics.

(B) If the CPI is used for the annual adjustment, changes will be equal to the percentage change in the Portland Area CPI for all urban consumers in one 12-month period. The comparison month will be January of each year.

(C) Fees and charges may be adjusted by the fiscal year general wage adjustment. The amount will be equal to the percentage adjustment in wages for the same fiscal year of the fee increase.

(Prior Code, § 2.605) (Ord. 1989-04, passed 2-13-1989)

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

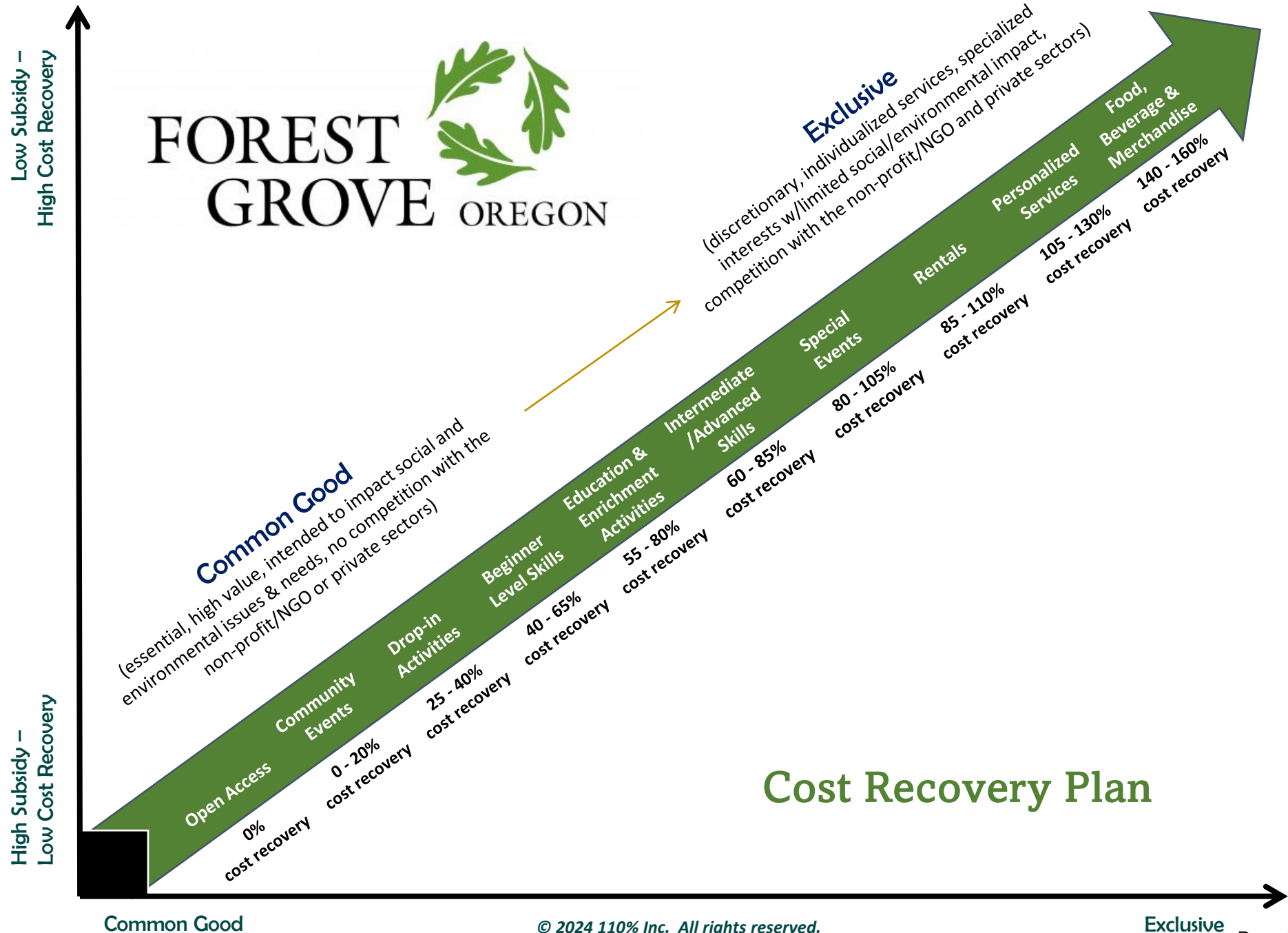
Individualized classes, clinics, workshops, and other led or instructed activities offered in a private or semi-private setting to meet the unique needs, interests and/or skill sets of individuals or small groups. *[Examples: Private Swim Lessons]*

Food, Beverage & Merchandise

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



Financial Sustainability Continuum



PARKS AND RECREATION

ADOPTED FEES JULY 2024

		In-City	Out-of-City
Public and Fitness Swim			
Under 2 Years		\$0.00	\$0.00
2-17 Years		\$5.25	\$6.50
18-64 Years		\$7.50	\$9.00
Senior/Disabled/Veteran*		\$5.25	\$6.50
Family**		\$16.50	\$21.50
Drop-in Aerobic Fee		\$10.00	\$12.75
Pool Rental (per hour)			
1-60 People		\$172.25	\$223.00
61-100 People		\$201.25	\$261.50
101-200 People		\$240.25	\$307.75
ASPU - Pacific University (per month)		\$1,685.00	
Classroom Rental (per hour)		\$31.50	
Lifeguard (per hour)		\$31.50	
Aquatic Center Membership			
Annual	Family**	\$617.75	\$803.00
	Individual	\$312.00	\$405.00
	Senior / Disabled / Veteran*	\$189.50	\$246.50
9 Month	Family**	\$490.00	\$637.50
	Individual	\$247.75	\$322.00
	Senior / Disabled / Veteran*	\$150.25	\$196.00
6 Month	Family**	\$345.00	\$449.00
	Individual	\$174.25	\$226.50
	Senior / Disabled / Veteran*	\$106.00	\$137.75
3 Month	Family**	\$181.75	\$236.50
	Individual	\$91.75	\$119.50
	Senior / Disabled / Veteran*	\$55.75	\$72.50
Parks Facility Rentals			
Field Rental Fees - A Moratorium was placed on collecting field rental fees until a fee study reviewing rental fees is completed and field rental fees are re-established by City Council.			
Park Shelter	Lights (per hour)	N/A	N/A
	Rental (per 2 hours)	\$62.00	\$80.75
Spray Park	Lights (per hour)	N/A	N/A
	Rental (per 2 hours)	\$169.50	\$220.25
Lincoln Park Stadium and Turf Field	Lights (per hour)	\$59.50	\$59.50
	Rental (per 2 hours)	\$133.25	\$173.25
Bond Field	Lights (per hour)	\$59.25	\$59.25
	Rental (per 2 hours)	\$50.00	\$64.75
Sherman Field	Lights (per hour)	\$30.00	\$30.00
	Rental (per 2 hours)	\$40.00	\$52.25
Lincoln Park Practice Soccer Field	Lights (per hour)	\$30.00	\$30.00
	Rental (per 2 hours)	\$33.50	\$43.75
Thatcher Park Soccer Field	Lights (per hour)	\$59.25	\$59.25
	Rental (per 2 hours)	\$33.50	\$43.75
Thatcher Park Softball Field #1	Lights (per hour)	\$30.00	\$30.00
	Rental (per 2 hours)	\$17.00	\$22.00
Thatcher Park Softball Field #2	Lights (per hour)	\$30.00	\$30.00
	Rental (per 2 hours)	\$17.00	\$22.00
Recreation Programs***		Prices initially set under the authority of Parks and Recreation Director and subject to final approval by City Manager	

* Senior is defined as a person 65 years or older.

** Family is defined as the immediate "parent-child" family unit, including only the parent(s) or legal guardian(s) and their children by birth, marriage, adoption, or foster that live together in the same household. No more than two adults per household.

*** Recreation Programs is defined as recreation services such as activities, courses, classes and events.

All rates are rounded to the nearest quarter of a dollar.

30% difference between In-City and Out-of-City fees.



PARKS & RECREATION

Cost Recovery Plan

ANNE LANE,
PARKS & RECREATION DIRECTOR

**What's the purpose and goal
of tonight's meeting?**



Purpose

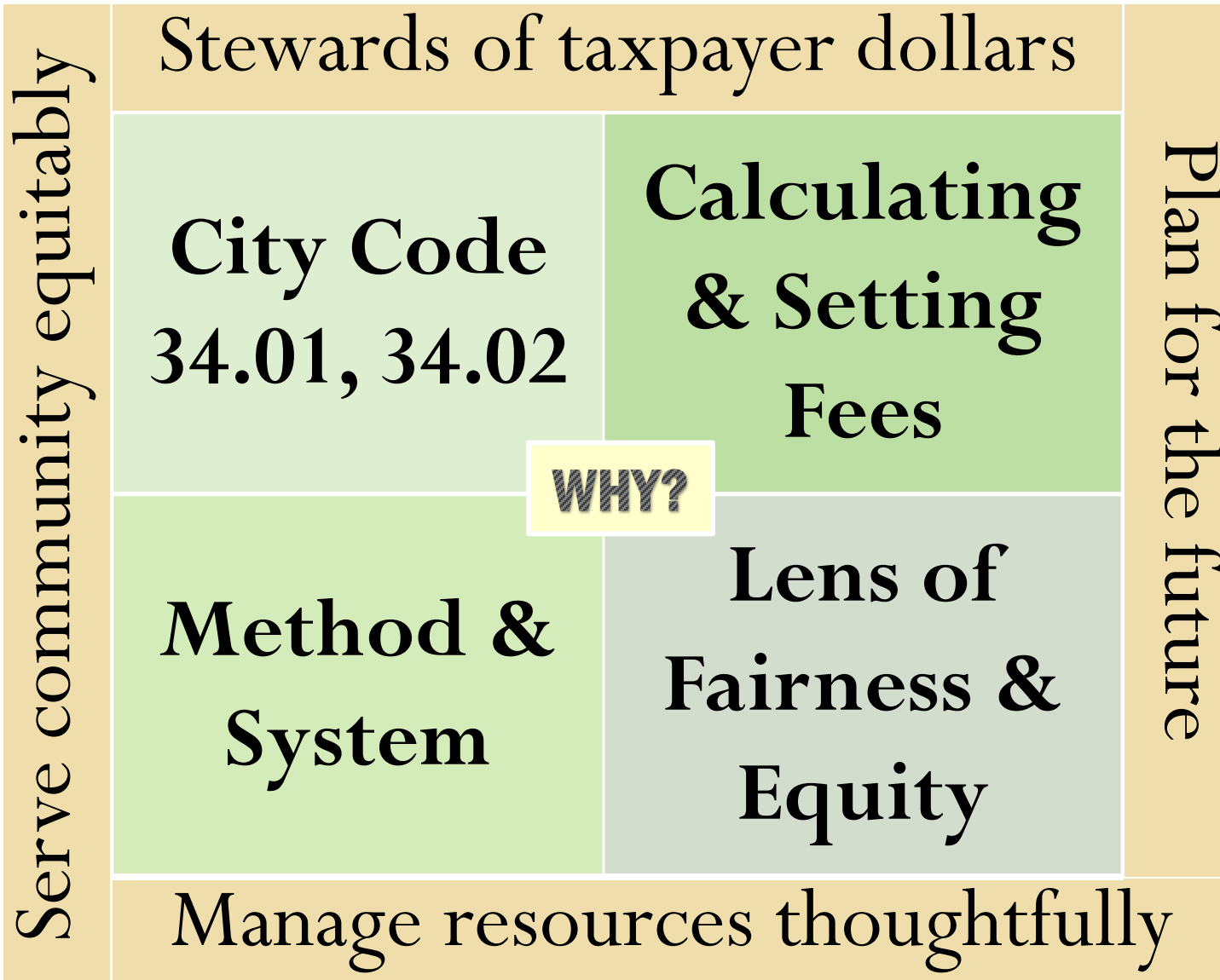
Provide an opportunity to continue working toward a long-term sustainable cost recovery plan for Parks & Recreation

Goal

Field questions and provide information to enable an informed policy discussion

**Why are we doing this
project?**





City Council Goal

Enhance Recreation Opportunities for All

Goal Objective

Complete the Parks & Recreation cost recovery plan

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

What's been done so far?

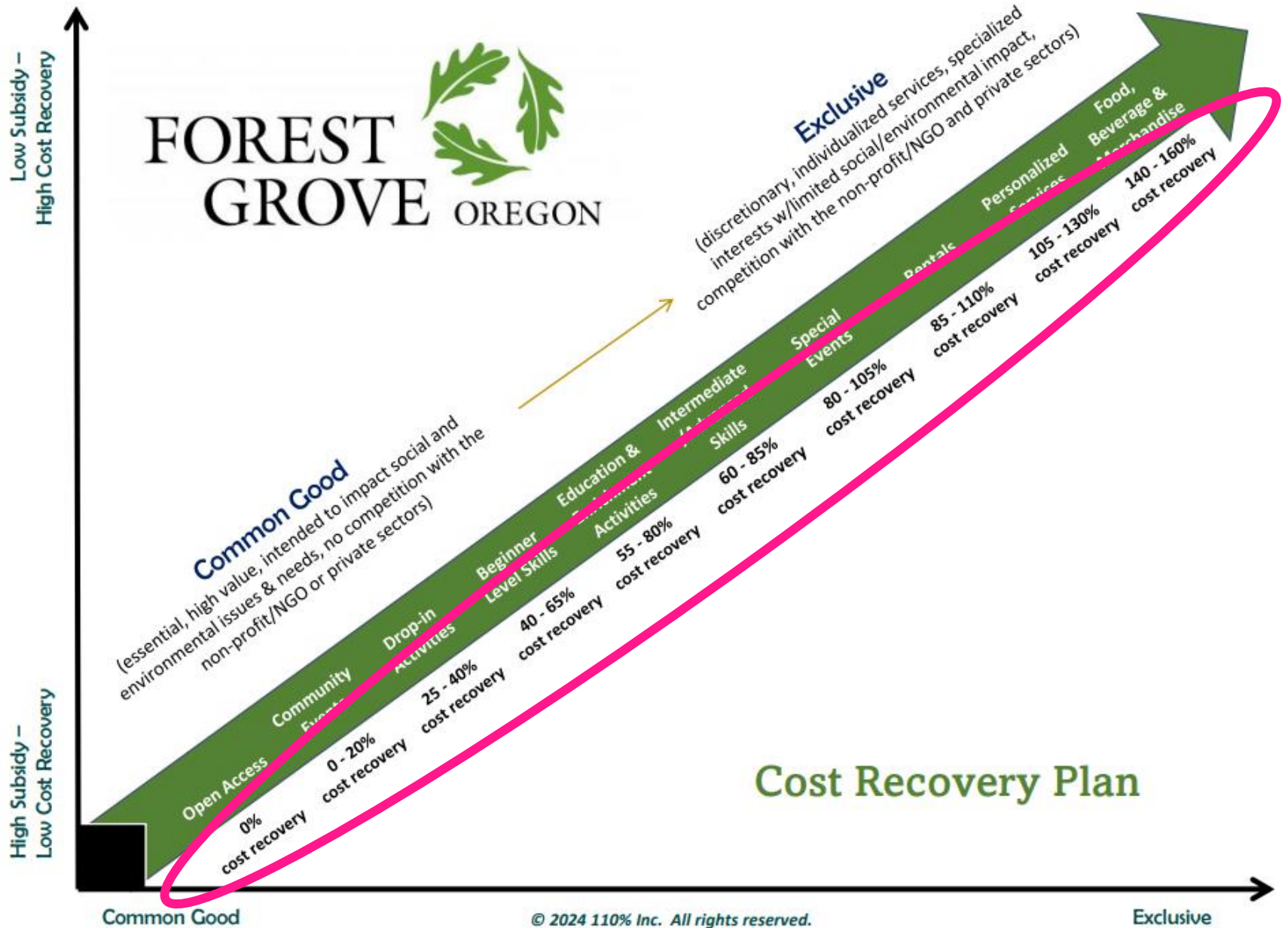


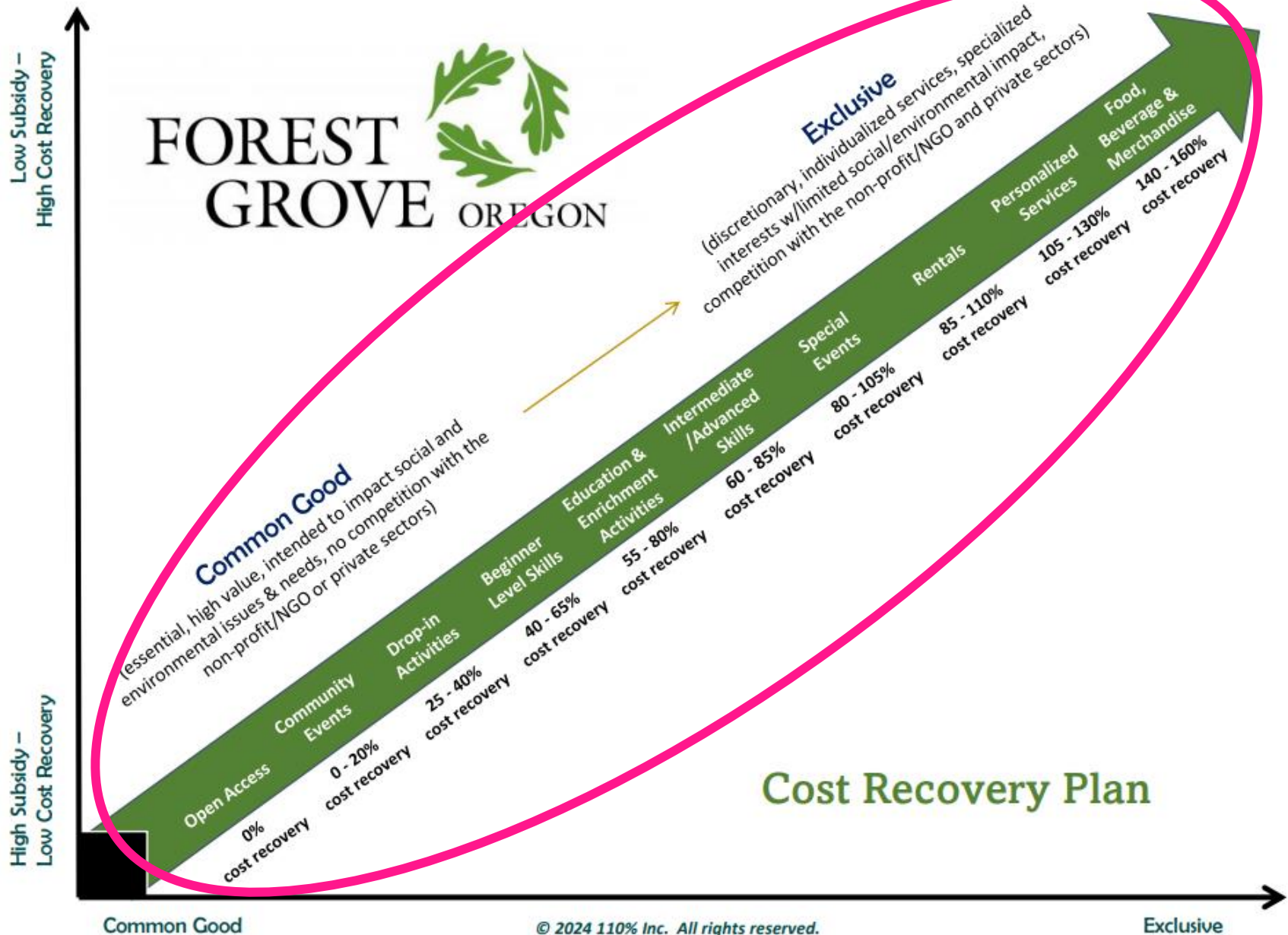
	2021	2022	2023						2024						2025			
	Jun	Feb	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Mar	Apr	Aug	Oct	Nov	Dec	Feb	Mar	Jun
CivicRec Purchased																		
Amended Fee Schedule																		
Funding Approved																		
Request for Quotes																		
Consultant Hired																		
Fee Study																		
Joint Work Session																		
Joint Work Session																		
Community Stakeholder Workshop																		
Partner Network Workshop																		
Draft Cost Recovery Model																		
City Council Work Session																		
Commission Work Session																		
Commission Review of Draft MOU																		
Commission Vote - Draft Plan and Policy																		
Commission Vote - Waive Fees																		
Commission Work Session																		
Commission Recommendation Made																		
Stakeholder Meeting																		
City Council Work Session																		





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	2021	2022	2023						2024						2025			
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Commission Review of Draft MOU																		
Commission Vote - Draft Plan and Policy																		
Commission Vote - Waive Fees																		
Commission Work Session																		
Commission Recommendation Made																		
Stakeholder Meeting																		
City Council Work Session																		



1. CYO Track
2. FC West Soccer
3. FG Junior Vikettes Dance Team
4. FG Little League
5. FG Soccer Club
6. FG Swim Club
7. FG Unified Sports
8. FG Youth Baseball
9. FG Youth Boys Basketball
10. FG Youth Cheer
11. FG Youth Football
12. FG Youth Girls Basketball
13. FG Youth Lacrosse
14. FG Youth Rugby
15. FG Youth Running Club
16. FG Youth Wrestling
17. Kraken Water Polo
18. Oregon Reign Softball
19. Oregon Wild Softball
20. Santos Soccer

Emerging Themes:

- Affordability
- Maximizing opportunity for participation
- Providing a benefit to the community

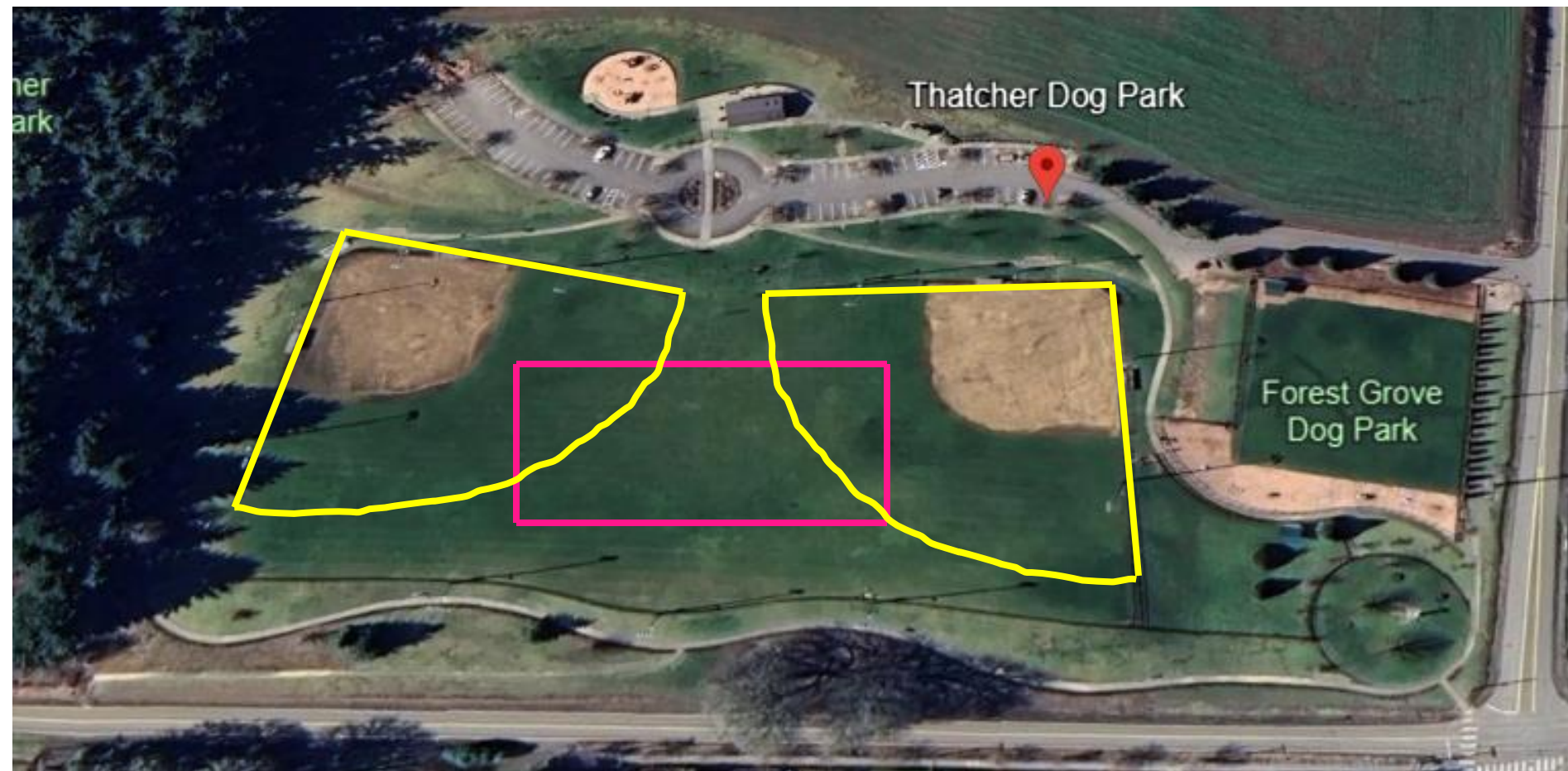
Where are the City's athletic spaces?





Aquatic Center

1 competition pool
6 lanes



Thatcher Park
2 baseball/ softball
1 soccer



Joseph Gale Park

2 t-ball

1 baseball



Lincoln Park

1 baseball

1 softball

1 football/ soccer/ lacrosse turf with track

1 football/ soccer/ lacrosse grass

What are some options to consider?



OPTION 1

If...

Maintain consensus reached at August 2024 work session

Then...

All rentals of spaces will be assessed fees as prescribed in the Cost Recovery Model

Pro:

Consistent application of fees for all rentals

Con:

Possibility of significant increase to renters that rent a space multiple times

OPTION 2

If...

Expand definition of "Rentals" to further define as one time use

Then...

Multiple rentals by an individual or group will be addressed under a separate Rental Agreement & Policy

Pro:

Provides opportunity for equal access at an equal rate to all renters

Con:

Increase in staff time to administer

OPTION 3

If...

Remove "Rentals" from Cost Recovery Model

Then...

Reservations will be accepted but no fee will be assessed for use of all spaces

Or...

All spaces will no longer be reservable and will be treated on a first come first serve basis

Pro:

Decrease in staff time to administer

Con:

All rentals become fully subsidized by the City



Discussion

Consensus

Policy

Resolution

Adoption

Implementation



Forest Grove Police Department Parking Enforcement

Work Session, City Council
June 9, 2025

Henry Reimann, Chief of Police
Greg Robertson, PW/ENG
Director

Purpose

- To address Council Objective 3.4 to “Identify code updates to improve code enforcement services.”
- Review the current parking fine structure and discuss potential changes.
- Staff recognizes that there are other code updates that need to be addressed but parking is most timely due to annual fee schedules being considered at the June 23, 2025, meeting.

City Code

- Parking fines are authorized under City Code Section 73.020.
- Owners have 10 days to pay the fine. If no response, the fine doubles.
- If 3 or more unpaid citations, the vehicle is subject to impoundment or immobilization.
- Parking fees are established administratively by resolution.
- Allows staff to charge state fines where applicable.
- Upon citation, judge has discretion to lower.

History

- Parking fines have not changed since 2005.
- Resolutions were adopted in 2005 and 2014 adopting parking fines, however, the 2014 resolution re-adopted the same fines in the 2005 resolution due to an overall code change that required they be re-adopted.
- The primary reason to increase fines is to encourage voluntary compliance.

Enforcement

- Many fines listed in the 2014 resolution now have state fines that apply.
- This has raised the issue about which fine to apply.
- Approximately half of the fines on the following page have an associated state fine.
- This raises two questions:
 - For those city fines that have an applicable state fine, whether the Council wants to default to the state fine, similar to traffic citations, and remove the city fine.
 - For those city fines that remain, whether the Council wants to address the fine.

Existing City Parking Fines

1. 6.200(1) Parked too Far from Curb	\$15.00
2. 6.200(1) Parked Wrong Direction on Street	\$15.00
3. 6.200(2) Parked Outside of Marked Space	\$15.00
4. 6.205(1) (10) & (12) Parked in No Parking Zone	\$15.00
5. 6.205(2) Parked Obstructing Sidewalk	\$15.00
6. 6.205(3) Parked Obstructing Crosswalk	\$15.00
7. 6.205(4) Parked on Curbed Parkway	\$15.00
8. 6.205(5) Parked Within an Intersection	\$15.00
9. 6.205(6) Parked Within Designated Bicycle Lane	\$15.00
10. 6.205(7) Parked Within 15 Feet of the Driveway Entrance to Fire Station	\$15.00
11. 6.205(8) Parked Within 10 Feet of a Fire Hydrant	\$30.00
12. 6.205(9) Parked Blocking Driveway	\$15.00
13. 6.205(11) Double Parked	\$15.00
14. 6.205(13) Parked in Violation of Disabled Zone	\$160.00
15. 6.210(1) & (3) Overtime Parking	\$15.00
16. 6.210(2) Parked in City Park After Hours	\$15.00
17. 6.210(4) Unlawful Parking in Alley	\$15.00
18. 6.210(6) Parked in Designated Fire Lane	\$15.00
19. 6.220 Unlawful Parking in Loading Zone	\$15.00
20. 6.225 Unlawful Parking in a Bus Stop	\$15.00
21. Unlawful Parking in Reserved Parking Space	\$15.00
22. Other Violation	\$15.00

Example Comparison of Overtime Parking

- Forest Grove \$15
- Pacific University \$20-\$50
 - Sliding scale
- Tualatin \$25
- Beaverton \$45
- Hillsboro \$15-\$60
 - Sliding scale
- McMinnville \$20

Enforcement

Parking Citations written:

2022:	2,432
2023:	2,618
2024:	1,614

The City has one enforcement officer. Citation amounts vary depending on other code issues that must be addressed.

Questions for Discussion

- Does Council want to default to state fines where applicable?
- Does Council want to consider raising non-state parking fines? If so, by how much?
- If a new fee is implemented, discuss effective date to allow notification, i.e., 60, 90, 120, other, days.
- Pending consensus, next step would be resolution at June 23, 2025 meeting.



PROCLAMATION

WHEREAS, on June 19, 1865, more than two years after the issuance of the Emancipation Proclamation, Union soldiers arrived in Galveston, Texas to spread the news that slavery in the United States had ended; and

WHEREAS, June 19th was coined Juneteenth and became a time of joyous celebration for freed slaves and their descendants, commemorated through family cookouts, faith services, music, storytelling, and the color red as a symbol of resilience; and

WHEREAS, Juneteenth celebrates the end of slavery, recognizing the high price Black Americans have paid for civil rights and equal access, and is an occasion to honor and reflect on the significant contributions of Black Americans to our Nation; and

WHEREAS, Juneteenth evolved into a way for Black Americans to pay homage to ancestors and celebrate Black culture, liberation, and achievements, living on to become the longest-running Black American holiday, with this year marking its 160th anniversary; and

WHEREAS, this nationally recognized holiday is an opportunity to celebrate human freedom, reflect on the grievous and ongoing legacy of slavery, and rededicate ourselves to rooting out the systemic racism that continues to afflict our society as we strive to deliver the full promise of freedom and equality for all Americans.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST GROVE DOES HEREBY PROCLAIM JUNE 19, 2025, AS

Juneteenth

In Forest Grove, Oregon, Washington County, and urges all citizens to become more aware of the significance of this celebration in Black history and in the heritage of our nation. It is our responsibility to ensure racial justice and equity in Forest Grove and the world.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Forest Grove, Oregon, to be affixed this 9th day of June, 2025.

Malynda H. Wenzl, Mayor, City of Forest Grove



PROCLAMACIÓN

CONSIDERANDO QUE, el 19 de junio de 1865, más de dos años después de la promulgación de la Proclama de Emancipación, soldados de la Unión llegaron a Galveston, Texas, para difundir la noticia del fin de la esclavitud en Estados Unidos; y

CONSIDERANDO QUE, el 19 de junio, conocido como *Juneteenth*, se convirtió en una fecha de alegre celebración para los esclavos liberados y sus descendientes, conmemorada con comidas familiares, servicios religiosos, música, narración de historias y el color rojo como símbolo de resistencia; y

CONSIDERANDO QUE, *Juneteenth* celebra el fin de la esclavitud, reconociendo el alto precio que los afroamericanos han pagado por los derechos civiles y la igualdad de acceso, y es una ocasión para honrar y reflexionar sobre las importantes contribuciones de los afroamericanos a nuestra nación, y

CONSIDERANDO QUE, *Juneteenth* se convirtió en una forma para que los afroamericanos rindieran homenaje a sus antepasados y celebraran la cultura, la liberación y los logros de la comunidad negra, convirtiéndose en la festividad afroamericana más longeva, que este año celebra su 160.º aniversario, y

CONSIDERANDO QUE, esta festividad reconocida a nivel nacional es una oportunidad para celebrar la libertad humana, reflexionar sobre el doloroso y persistente legado de la esclavitud y renovar nuestro compromiso de erradicar el racismo sistémico que sigue afligiendo a nuestra sociedad, mientras nos esforzamos por cumplir la promesa plena de libertad e igualdad para todos los estadounidenses.

AHORA, POR TANTO, EL AYUNTAMIENTO DE LA CIUDAD DE FOREST GROVE PROCLAMA POR LA PRESENTE EL 19 DE JUNIO DE 2025, COMO

Juneteenth

En Forest Grove, Oregon, en el Condado de Washington, exhortamos a todos los ciudadanos a tomar mayor conciencia sobre el significado de esta celebración en la historia de la comunidad afroamericana y en el legado de nuestra nación. Es nuestra responsabilidad garantizar la justicia racial y la equidad en Forest Grove y en el mundo.



EN TESTIMONIO DE LO CUAL, he suscrito la presente y he hecho que el sello de la Ciudad de Forest Grove, Oregon, se emplace en este día 9 de junio de 2025.

Malynda H. Wenzl, Alcaldesa, Ciudad de Forest Grove



PROCLAMATION

WHEREAS, Pride Month honors the resilience, diversity, and history of the LGBTQ+ community, celebrating the contributions of those who have fought bravely to live openly and authentically, and recognizing the ongoing struggle for equity, dignity, and justice for all; and

WHEREAS, on June 28, 1969 a group of the poorest and most marginalized members of the LGBTQ+ community took a stand against a raid of the Stonewall Inn in Manhattan, sparking a global civil rights movement that continues to fight for equality to this day; and

WHEREAS, Pride Month is an expression of queer joy, love, hope, and unity; a celebration of the community's contributions and accomplishments; and a time to join in recognizing both our shared humanity and the value of our differences; and

WHEREAS, the Forest Grove City Council is committed to equity, diversity, and inclusion, and recognizes the contributions of lesbian, gay, queer, intersex, asexual, and two-spirit individuals to the academic, artistic, civic, and economic success of our City; and

WHEREAS, significant challenges still face the LGBTQ+ community, including discriminatory legislation, violence, and systemic barriers that disproportionately impact Black, Indigenous, people of color, and transgender individuals, underscoring the need for continued work towards ending discrimination and prejudice; and

WHEREAS, celebrating Pride Month raises awareness and provides support and advocacy for Forest Grove's LGBTQ+ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance, and advance equal rights.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST GROVE DOES HEREBY PROCLAIM THE MONTH OF JUNE, 2025 AS

Pride Month

In Forest Grove, Oregon, and calls upon the people to respect, honor, and celebrate our diverse community, and build a culture of inclusivity and acceptance.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Forest Grove, Oregon, to be affixed this 9th day of June, 2025.

Malynda H. Wenzl, Mayor, City of Forest Grove

PROCLAMACIÓN

CONSIDERANDO QUE, el Mes del Orgullo honra la resistencia, la diversidad y la historia de la comunidad LGBTQ+, celebrando las contribuciones de quienes han luchado valientemente por vivir abierta y auténticamente, y reconociendo la lucha continua por la equidad, la dignidad y la justicia para todos; y

CONSIDERANDO QUE, el 28 de junio de 1969, un grupo de las personas más pobres y marginadas de la comunidad LGBTQ+ se pronunció contra un allanamiento al Stonewall Inn en Manhattan, lo que desencadenó un movimiento global por los derechos civiles que continúa luchando por la igualdad hasta el día de hoy; y

CONSIDERANDO QUE, el Mes del Orgullo es una expresión de alegría, amor, esperanza y unidad queer; una celebración de las contribuciones y logros de la comunidad; y un momento para unirnos en el reconocimiento de nuestra humanidad compartida y el valor de nuestras diferencias; y

CONSIDERANDO QUE, el Ayuntamiento de Forest Grove está comprometido con la equidad, la diversidad y la inclusión, y reconoce las contribuciones de las personas lesbianas, gay, queer, intersexuales, asexuales y de dos espíritus al éxito académico, artístico, cívico y económico de nuestra ciudad; y

CONSIDERANDO QUE, la comunidad LGBTQ+ aún enfrenta desafíos significativos, incluyendo legislación discriminatoria, violencia y barreras sistémicas que afectan desproporcionadamente a las personas negras, indígenas, de color y transgénero, lo que subraya la necesidad de continuar trabajando para erradicar la discriminación y los prejuicios; y

CONSIDERANDO QUE, celebrar el Mes del Orgullo genera conciencia y brinda apoyo y promueve la defensa a la comunidad LGBTQ+ de Forest Grove, y representa una oportunidad para actuar y entablar diálogos que fortalezcan alianzas, fomenten la aceptación y promuevan la igualdad de derechos.

POR TANTO, EL AYUNTAMIENTO DE LA CIUDAD DE FOREST GROVE PROCLAMA POR LA PRESENTE EL MES DE JUNIO DE 2025 COMO

Mes del Orgullo

En Forest Grove, Oregon, se hace un llamado a la gente a respetar, honrar y celebrar nuestra diversa comunidad, y a construir una cultura de inclusión y aceptación.



EN TESTIMONIO DE LO CUAL, he suscrito la presente y he hecho que el sello de la Ciudad de Forest Grove, Oregon, se emplace en este día 9 de junio de 2025.

Malynda H. Wenzl, Alcaldesa, Ciudad de Forest Grove

Mariah Woods

From: [REDACTED]
Sent: Monday, June 02, 2025 11:48 AM
To: 'Kathryn Harrington'; Jerry Willey; 'Pam Treece'; Jason Snider; 'Nafisa Fai'; Malynda Wenzl; beach.pace@hillsboro-oregon.gov
Cc: 'Tanya Ange'; Washington County Administrative Office; City Councilors; Therese Bottomly; Lauren Bishop; Amber Ames; Alex Barnett; Cortney Duke-Driessen; Callie (M) Peters
Subject: How to Protect Our Judges and why
Attachments: How protect our Judges by Robert Reich public comment by Dale Feik.docx

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

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

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

Robert Reich emailed me the following about 'How to Protect Our Judges'. To read the 4-page document, please open the attachment which has links indicated by being underlined in the word document, but you will need to copy the URL after the link and paste it in your browser.

"One of our highest priorities in this darkness must be to protect the people who are doing the most right now to push back against Trump's tyranny: our judiciary.

In some 180 judicial rulings so far, federal judges have at least temporarily stopped Trump from (1) deporting and/or imprisoning people without due process, (2) firing federal workers and closing agencies and departments without congressional approval, (3) forcing law firms to not represent people or causes Trump dislikes, (4) forcing universities, their faculties, and their students not to say or write things Trump dislikes, and (5) imposing worldwide tariffs without congressional authority.

Most of these court rulings have been temporary until the merits of the cases are fully heard, but increasingly they're final decisions.

The Trump regime is appealing many of them. A few will almost certainly end up in the Supreme Court.

Our laws and the Constitution allow a president to contest such rulings in these ways.

But Trump and his lackeys are also using a second tactic: trying to undermine public confidence in the judiciary — even inviting threats to the safety of judges and seeking to intimidate them..."

What should be done to protect our judges?...

- 1. The simplest solution would be for Trump and his White House lackeys to avoid such vitriol in the first place....**
- 2. Chief Justice John Roberts must strongly rebuke Trump, Miller, Leavitt, and any other members of the Trump regime who use inflammatory language against federal judges....**
- 3. The Judicial Conference of the United States — the national policymaking body for the federal courts — must also speak out strongly against such provocations...**
- 4. Congress must increase the number of marshals assigned to protect judges, boost funding for courthouse security, and strengthen legislation to shield judges' home addresses from public view...**
- 5. What can you do? ... Five actions that you can take now..."** This is the end of quoting Robert Reich.

Please open the attachment, read the actions and do them. I will or have.

Respectfully,

Dale Feik



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

Cc: Tanya Ange, WCounty Administrator
Alex Barnett, WCounty General Council as of June 6, 2025
Cortney Duke-Driessen, WCounty Interim General Council
Kevin Moss, WC Clerk
Amber Ames, Hillsboro City Council clerk
Mariah Woods, Recorder/clerk, Forest Grove City Council
Therese Bottomly, The Oregonian reporter
Lauren Bishop, The Forest Grove and Hillsboro NewsTimes
Washington County Citizen Action Network (WC CAN) Board of Directors
Callie Peters, Chair, Washington County Dems Direct Action Workgroup

Subject: The Vital Role of Forest Grove Swim Club in Our Community

We respectfully ask the City Council and Mayor Wenzyl to consider the vital role the Forest Grove Swim Club plays in enhancing the health, safety, and well-being of our community. As a youth-based, non-profit organization founded in 1969, FGSC has been an integral part of Forest Grove for over five decades—developing not just athletes, but responsible, community-minded young citizens.

Our club's impact goes far beyond the pool. Through our partnership with **WaterStrong**, we support drowning prevention efforts for low-income, immigrant, and multicultural families, providing lifesaving education and training to those who need it most. Our athletes are also essential contributors to the Forest Grove Aquatic Center, working as junior lifeguards, certified lifeguards, swim instructors, and Camp Grove staff.

FGSC is deeply embedded in the broader community. Our members volunteer at events like the **Rotary Steak Feed, Hagg Lake Triathlon, and A Framer's Touch**, and we provide food donations to the **Taste and See Food Pantry**, directly supporting families experiencing food insecurity.

Our hosted swim meets bring over 300 families to Forest Grove, generating substantial business for local restaurants, hotels, and shops. The annual **Dragon Dash** draws participants ranging in age from 6 to 78, including adaptive events to ensure inclusion for athletes of all abilities.

From a financial standpoint, the Swim Club contributes significantly to the local economy and to the Forest Grove Parks and Recreation Department. Our members generate approximately **\$1,400/month in membership fees**, totaling **\$17,000 annually**, and our meets add an additional **\$3,500/year** in revenue to the Aquatic Center. In total, **FGSC contributes over \$23,000 annually**, directly supporting the city's recreational facilities and programming.

Just as importantly, our club creates opportunities for children to thrive. Research shows that physically active children have better academic performance, stronger social-emotional skills, and are more likely to develop lifelong habits of health and resilience. Quality youth sports programs, like FGSC, build not only athletes but also **stronger, more connected communities**.

The mission of the Forest Grove Parks and Recreation Department is "to enhance the lives of all community members by offering a variety of organized and self-directed leisure services and opportunities." FGSC is not a private rental group—we are a **core community partner** delivering on this mission daily.

We are deeply concerned about the proposed cost recovery model that could shift to a per-lane, per-hour fee structure. Such a change could result in cost increases of **230% to 724%** per swimmer—making our program inaccessible for many, especially marginalized families who rely on scholarships. This is not equitable. It threatens the diversity and inclusivity that define our club and this community.

As invested residents, taxpayers, and voters, we ask to be included in discussions that directly impact our access to the Aquatic Center. We invite Mayor Wenzyl and City Council members to meet our swimmers and families firsthand, to witness the positive difference FGSC makes in their lives and in Forest Grove as a whole.

We remain committed to working together to ensure that public recreation stays accessible, inclusive, and enriching for all.

Sincerely,

Forest Grove Swim Club



Forest Grove Swim Club is year-round competitive swimming program created for the youth of Forest Grove, Banks, Gaston, North Plains, and the surrounding areas of Western Washington and Yamhill Counties. FGSC has a rich history of teaching and producing successful students/athletes.

Participation in youth sports is a life-enhancing experience. We are committed to growing and celebrating diversity, increasing fairness throughout our organization, and intentionally creating environments where differences are embraced and everyone feels welcome, respected, supported, and valued to participate fully.

Dragon Volunteerism:

- Rotary Steak Feed
- Community Food Drive
- Hagg Lake Triathlon
- Framers Touch
- Waterstrong Drowning Prevention Program

Dragon Community Events:

- Host 4 Competitive Swim Meets that bring 300+ families from all over Oregon.
- Dragon Dash Mini Tri – Community event serving ages 6-78 offering opportunity to all ability levels.

Dragons build FGAC:

- FGAC Memberships
- FGAC Jr. Lifeguards
- FGAC Lifeguards
- FGAC Lesson Instructors

How we meet Forest Grove Parks & Recreation's mission statement:

"To serve and enhance the lives of all community members through a variety of organized and self-directed leisure services and opportunities. By offering diverse and engaging recreational activities, Forest Grove strives to create a thriving community."

Why Forest Grove should Say Yes to FGSC & All Youth Club Sports:

- ***Foster Social Cohesion and Inclusion:*** Club sports provide a platform for diverse groups to interact, share experiences, and build lasting relationships. They create a sense of belonging and promote teamwork, leading to stronger social bonds.
- ***Improve Physical and Mental Health:*** Club sports encourage physical activity, improving overall health. Exercise reduces stress and anxiety, while improving mood and self-esteem.
- ***Develop Youth and Leadership Skills:*** Club sports help youth develop discipline and resilience and enhances *leadership* potential and creates *positive role models* in the community
- ***Drive Economic Development and Tourism:*** Club sports boost local businesses by attracting participants and spectators. They create job opportunities and enhance the community image.
- ***Increase Civic Engagement and Community Pride:*** Club sports creates a positive community identity by encouraging community participation and boosts community spirit.
- Supporting and promoting club sports can create ***healthier, more inclusive, and economically vibrant communities.***

FGSC fosters a sense of responsibility and accountability. We encourage individuals to make healthy lifestyle choices, provide a constructive outlet for young people, and foster a strong sense of community.

*Based on 45 swimmers					
TOTAL Paid From FGSC to FG Aquatic Center				\$23,302.00	
	3 month membership	Yearly Total/Swimmer			FGSC Yearly Total
Pool Fees/Swimmer	\$97.75	\$391.00			\$17,595.00
	September	December	February	June	FGSC Yearly Total
Swim Meets	\$1,040.25	\$1,040.25	\$1,040.25	\$346.25	\$3,467.00
Lane Rental for Practice	Lanes	Hours			
Monday	6	1.5			
Tuesday	7	2.5	*One hour is early AM Practice		
Wednesday	6	1.5			
Thursday	7	2.5	*One hour is early AM Practice		
Friday	6	1.5			
Saturday	6	3			
FGSC Goods & Services Purchased for benefit of FGAC					
Starting Block Resurfacing					\$500.00
x2 Lane Lines					\$1,500.00
Lifeguarding Hours					\$240.00

Based on 45 swimmers	FGSC Yearly Total			FGSC Yearly Total			FGSC Yearly Total	Overall Total	Overall Cost per swimmer	Percent of Increase
Pool Fees/Swimmer	\$17,595		Swim Meets	\$3,467		Goods & Services	\$2,240.00	\$23,302	\$517.82	N/A
\$50 Per Lane Per Hour Rental Fee				TOTAL Paid From FGSC to FG Aquatic Center			\$213,062			
Lane Rental for Practice	Lanes	Hours	Daily Cost	Weekly Total	Monthly Total (based on 4wks)	Yearly Total				
Monday	6	1.5	\$450	\$4,000	\$16,000	\$192,000			\$4,267.00	724%
*Tuesday	7	2.5	\$875							
Wednesday	6	1.5	\$450							
*Thursday	7	2.5	\$875							
Friday	6	1.5	\$450							
Saturday	6	3	\$900							
*One hour is early AM Practice										
\$40 Per Lane Per Hour Rental Fee				TOTAL Paid From FGSC to FG Aquatic Center			\$174,662		\$3,882.00	649%
Lane Rental for Practice	Lanes	Hours	Daily Cost	Weekly Total	Monthly Total (based on 4wks)	Yearly Total				
Monday	6	1.5	\$360	\$3,200	\$12,800	\$153,600				
*Tuesday	7	2.5	\$700							
Wednesday	6	1.5	\$360							
*Thursday	7	2.5	\$700							
Friday	6	1.5	\$360							
Saturday	6	3	\$720							
*One hour is early AM Practice										
\$30 Per Lane Per Hour Rental Fee				TOTAL Paid From FGSC to FG Aquatic Center			\$136,262		\$3,028.00	485%
Lane Rental for Practice	Lanes	Hours	Daily Cost	Weekly Total	Monthly Total (based on 4wks)	Yearly Total				
Monday	6	1.5	\$270	\$2,400	\$9,600	\$115,200				
*Tuesday	7	2.5	\$525							
Wednesday	6	1.5	\$270							
*Thursday	7	2.5	\$525							
Friday	6	1.5	\$270							
Saturday	6	3	\$540							
*One hour is early AM Practice										
\$20 Per Lane Per Hour Rental Fee				TOTAL Paid From FGSC to FG Aquatic Center			\$76,800		\$1,707.00	230%
Lane Rental for Practice	Lanes	Hours	Daily Cost	Weekly Total	Monthly Total (based on 4wks)	Yearly Total				
Monday	6	1.5	\$180	\$1,600	\$6,400	\$76,800				
*Tuesday	7	2.5	\$350							
Wednesday	6	1.5	\$180							
*Thursday	7	2.5	\$350							
Friday	6	1.5	\$180							
Saturday	6	3	\$360							
*One hour is early AM Practice										

Mariah Woods

From: noreply@civicplus.com
Sent: Wednesday, June 04, 2025 2:57 PM
To: City Councilors
Subject: Online Form Submittal: Contact City Council

Contact City Council

First Name	Amanda
Last Name	Eayrs
City	Forest Grove
State	OR
Zip	97116
Email	[REDACTED]
Whom would you like to contact?	Entire Forest Grove City Council (Includes Mayor Wenzl)
Would you like a response?	Yes
Question / Comment	I receive the emails for the camps offered in town. This cost of these camps do not seem fair or accessible to a lot of our families. It feels like the parks and rec dept has turned into a for profit business vs a non profit that offers services to its town. \$200-500 for parks and rec camps for 4 days ? What ever happened to having programs at the parks for kids whose parents pay taxes in this town and spend their money here ? This is disappointing . There is already an issue or very little for young teens to do here .

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

Good Evening, my name is Amanda Tietze. I am a member of the FC West Board of Directors and I am here to speak to you on behalf of FC West. We are a non profit soccer club and we are the oldest recreational club in the Oregon Youth Soccer Association. Our organization provides a way for players to engage in healthy and safe recreational activity at a cost that is significantly less expensive than so many other local offerings. We are able to offer our registration fees at a low cost because our organization is run on volunteer superpower. Our board is a dedicated group of volunteers who give countless hours during and out of season to ensure that players and their families get to enjoy a positive experience. Our coaches are community members who commit their personal time to helping youth learn and grow as players.

We have not been able to utilize the soccer fields in FG for several seasons but we would like to begin using them again. If the Parks and Rec Department began charging fees to use their fields, our organization would be adversely affected, and require us to increase our registration fees.

This would be unfortunate on multiple fronts. First, families are already struggling to afford the cost of living. Second, and even more critically, this would affect our scholarship policy, which currently covers 100% of the cost for any player whose family communicates a need to us. Increases to fees will interfere with our ability to provide equitable services, because families who are identified as low income will struggle the most with the additional amount. At any given time, 25% of our players have registration fees that are subsidized in some way. For some families this looks like volunteering with us in lieu of payment. For others, this is simply a scholarship. This way we are able to ensure that every kiddo in the community who wants to play soccer, *gets* to play soccer.

We have been informed by Pacific University that they intend to follow the city's lead in terms of imposing a fee structure or by continuing to allow our players to utilize their facilities. This would create the most significant obstacle for our club, as we rely on the use of Cannery field for teams to practice every night during our spring and fall seasons. The impact of field fees will be absorbed by families, and we believe this is unnecessary and avoidable.

The city's parks are already well maintained, and our soccer club acts as a good partner by handling all of the logistics involved with organizing teams and scheduling games and practices. In short, we can provide a way for the children in this community to use their parks. We *enjoy* doing this, we are willing to *continue* spending our time and energy doing this, and we need your support.

We understand that your goal is not to create a situation for families where playing soccer becomes prohibitively expensive. And with that in mind, we want to offer our help and support. If the city is interested in considering some alternative sources of revenue such as camps or tournaments that could be organized and operated by Parks and Rec, we would be willing to collaborate by sharing our ideas and resources with your department. Please contact us if you would be interested in holding additional conversations. We love to talk about soccer! Thank you for your time.

Mariah Woods

From: noreply@civicplus.com
Sent: Thursday, June 05, 2025 8:58 PM
To: City Councilors
Subject: Online Form Submittal: Contact City Council

Contact City Council

First Name	Lauren
Last Name	Miller
City	Forest Grove
State	OR
Zip	97116
Email	[REDACTED]
Whom would you like to contact?	Entire Forest Grove City Council (Includes Mayor Wenzl)
Would you like a response?	Yes
Question / Comment	I am writing to express my concerns regarding the current state of the designated encampment site located at Ash Street and 19th Avenue. As you know, this location was established by the City Council as the only approved site within Forest Grove where individuals experiencing homelessness may legally set up tents and sleep during specific hours. I attended several City Council meetings last year when decisions regarding time, place, and manner were being made. I recall how disheartening it was to hear debates about the appropriate size of gravel to be used, discussions that underscored the difficult and, at times, dehumanizing nature of policy decisions affecting our most vulnerable neighbors. Ultimately, the lot on Ash & 19th was deemed suitable and was designated as the sole legal location for overnight shelter. As someone who has never personally experienced homelessness, I can only imagine the trauma and demoralization that comes with such instability. It is therefore deeply concerning to see that this space, intended to offer a

measure of safety and dignity, is now cluttered with large construction equipment, broken gravel, and parked vehicles. Additionally, the area allocated for use by those in need appears to be a small, restricted section of the lot, further compounding the indignity.

Using this site as a storage space for machinery and debris is not only unsafe, it is also profoundly disrespectful to the individuals who rely on it. If the City has committed to offering a designated space for people to rest, that space must be kept clean, safe, and accessible. Anything less is a failure of both policy and compassion.

I urge the City to reassess the current conditions at the Ash & 19th lot and take immediate steps to ensure it serves its intended purpose, providing a dignified and humane space for those experiencing homelessness in our community.

Thank you for your attention to this important matter.

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

Mariah Woods

From: noreply@civicplus.com
Sent: Friday, June 06, 2025 2:45 PM
To: City Councilors
Subject: Online Form Submittal: Contact City Council

Contact City Council

First Name	Carol
Last Name	Justice
City	Cornelius
State	OR
Zip	97113
Email	[REDACTED]
Whom would you like to contact?	Entire Forest Grove City Council (Includes Mayor Wenzl)
Would you like a response?	Yes
Question / Comment	I've been anxiously awaiting the re-opening of the FG pool. Looking at the website it is clear that fees are also recently restructured - my annual membership would be \$400+ AND fees for classes - classes were included last year. I cannot afford double fees. Hillsboro is just \$203/yr with classes included. While I'd prefer to swim in FG, I'm prepared to switch UNLESS the fee structure reverts back to including classes. It would appear that FG is pricing itself right out of the market. Were you all aware? And can you fix this? Sincerely, Carol Justice [REDACTED]

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



To Whom it May Concern,

I'm writing on behalf of Oregon Reign softball. My name is David Hinton, and I serve as the president of the organization. We are a local non-profit competitive fastpitch program based in Forest Grove, currently supporting approximately 45 players across four teams, and we continue to grow each year.

A key part of our growth has been our ability to offer competitive softball at an affordable cost. While our fees remain low compared to many similar programs, they still average around \$1,000 per player, depending on age and team level. This is already a significant financial commitment for many families. I am concerned that the addition of new field usage fees, potentially increasing costs by roughly another 20%, could make participation unaffordable for some and hinder our continued growth.

At Oregon Reign, we are deeply committed to ensuring that no child is excluded from playing due to financial constraints. Our players and volunteers work hard to keep costs down through fundraising and community sponsorships. We are now respectfully asking for the support of local government and community by reconsidering the implementation of field usage fees for non-profit youth organizations.

While these fees would certainly challenge our program, we are also concerned about the broader impact on larger nonprofit organizations that rely even more heavily on access to these fields. Over the years, we've developed strong relationships with other local nonprofits such as FGLLGS, JBO, and FC West. We all share a common mission, in getting and keeping kids active and playing sports. Many of our current players began their athletic journeys in these programs, and Oregon Reign would not be where we are today without their support.

We firmly believe this issue goes beyond the interests of any single organization. This is about doing what's best for our youth. We urge decision makers to view our city's sports facilities not as a revenue source, but as an investment in our community's biggest asset- OUR YOUTH.

Youth Sports are an essential pillar of a thriving community. With your continued support, we can keep these opportunities accessible, affordable, and inclusive for all.

Thank you for your time and consideration.

Sincerely,

David Hinton

President, Oregon Reign Softball

Mariah Woods

From: Dain Christopherson <Treasurer@forestgroveyouthbaseball.com>
Sent: Monday, June 09, 2025 2:18 PM
To: Mariah Woods
Cc: Michael Marshall
Subject: City Council Meeting - Parks & Recreation Fee proposal - Impact statement

My Name is Dain Christopherson, resident of Forest Grove, I am a proud volunteer coach, current FGYB Treasurer, and supporter of youth sports in FG.

Junior Baseball Organization Inc. is a nonprofit corporation in Oregon committed to offering boys and girls the opportunity to participate in organized, developmental baseball. Our mission is to provide every child—regardless of skill level—with a chance to compete against others of similar grade and ability. More than just a game, we strive to develop positive character traits, foster physical and mental growth, teach respect for the rules, and instill the principles of sportsmanship, safety, and fair play.

Forest Grove Youth Baseball (FGYB), is a 501(c)(3) nonprofit run entirely by volunteers—no board member or coach receives compensation. We serve families within the Forest Grove School District and offer programs for children from Pre-K through 8th grade. In addition to our spring season, we offer a fall baseball program that provides 90 additional players the opportunity to continue developing their skills.

Over the past three fiscal years, our spring season has averaged:

- **261 registered players** (51% competitive, 49% instructional)
- **\$204 average registration fee** (ranging from \$95 to \$290)
- **\$522 actual cost per competitive player**, and **\$137 per instructional player**
- **24% of players receive financial assistance**, including:
 - ~20 players per year on full scholarships
 - ~42 players receiving partial discounts (~12% average)

FGYB is the second-largest non-club youth baseball organization in Washington County. Our ability to remain affordable and inclusive is directly tied to access to local fields and community support.

We currently utilize **five city-owned fields: Thatcher, Joseph Gale, and two T-Ball fields** for our youngest athletes. These fields are used from March through August. On average, each of the three main fields is used for **105 days per season**, approximately **4 hours per day**. They serve as home fields for **12 teams** each with 12–15 players. This represents over **1,300 hours of spring field use**, and **480 hours for fall field use**.

Our volunteers improve the safety and maintenance of city and school owned properties. This includes clay, dirt, turf, weed removal, trash clean up, mowing, dog waste cleanup, rock clearing, and repairs to fencing, benches, and backstops. These investments are entirely funded and performed by our volunteers to ensure safe playing conditions for our kids.

Our organization also supports **20 paid tournaments per year**, which bring **500–600 visitors per day** to their host communities—boosting local economies and visibility. Unfortunately, current limitations with

the Forest Grove Parks Department prevent us from hosting tournaments locally. Field time is often redirected to third-party, unaffiliated camps with little notice or collaboration with our Organization.

The Financial Impact of the City's Proposed Fee Increases

Should the proposed park fees be approved, the direct impact on FGYB would be:

- **\$32,500–\$44,000 in additional annual costs**
- **An increase of \$125–\$169 per player**, raising the average registration fee **by 36% to \$277–\$310**
- **A reduction in financial assistance**, limiting access for underserved families
- **Loss of field access** for 60–75 players per season due to capacity or cost barriers
- **Elimination of local tournament hosting**, which could otherwise attract 1,000–1,200 visitors per weekend to Forest Grove
- **Reduction in services to repair, improve, and invest in our community, and players.**

Unlike other programs like Little League or softball, our players adjust to multiple field sizes as they grow. Restricting access or pricing us out of city fields would disproportionately hurt these athletes' development.

Our Appeal

We respectfully ask the Mayor and City Council to stand with youth sports in Forest Grove. Please reconsider the proposed fee increases that would, in effect, double-tax our families and volunteers. FGYB has long served this community with integrity, inclusiveness, and passion. With your support, we can continue to ensure every child—regardless of financial means—has access to safe, high-quality youth baseball.

Let's work together to protect opportunities for our kids.

Dain Christopherson
Treasurer - Executive Board Member
Forest Grove Youth Baseball



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: *June 9, 2025*

SUBJECT TITLE: *Accept Public Arts Commission Resignation*

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

ISSUE STATEMENT

Accept Resignation on the Public Arts Commission (Kristin Cast, Appointed 1/24, Term Expiring 12/31/27)

STAFF RECOMMENDATION

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



A place where families and businesses thrive.

CITY RECORDER USE ONLY:

AGENDA ITEM #: _____

MEETING DATE: 06.09.2025

FINAL ACTION: RESO 2025-23

CITY COUNCIL STAFF REPORT

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

MEETING DATE: *Monday, June 9, 2025*

SUBJECT TITLE: *Resolution Consenting to Mayoral Appointment of Council Liaison to the Chamber of Commerce and Repealing Resolution No. 2025-01*

ACTION REQUESTED:

☐ Ordinance

☐ Order

☒ X

☐ Resolution

☐ Motion

☐ Informational

X all that apply

BACKGROUND

Chapter III, Section 8 (c) of the City Charter and Council Rule Section 4.1 state that the Mayor, with the consent of Council, shall appoint members of boards, commissions, and committees established by ordinance or resolution. The Council has additionally agreed to designate a Council Liaison to the Forest Grove/Cornelius Chamber of Commerce. Following the recent resignation of Councilor Schimmel from the Chamber of Commerce Council Liaison role, the position is currently vacant, and the Mayor has selected Councilor Falconer to take up the position. An updated list of Council Liaison appointments is appended as Exhibit A.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends the Council approve the attached resolution.

ATTACHMENTS

- Resolution approving Chamber of Commerce Council Liaison appointment
- Exhibit A: 2025-2026 Council Liaison List

RESOLUTION NO. 2025-23

**RESOLUTION CONSENTING TO MAYORAL APPOINTMENT
OF COUNCIL LIAISON TO THE CHAMBER OF COMMERCE
AND REPEALING RESOLUTION NO. 2025-01**

WHEREAS, Chapter III, Section 8 (c) of the City Charter and Section 14.8 of Council Rules provide that Council liaisons may be appointed at the discretion of the Mayor with consent of the Council; and

WHEREAS, the City Council designated a Council Liaison to the Chamber of Commerce in Resolution 2025-01; and

WHEREAS, there is currently no liaison appointed to the Chamber of Commerce following Councilor Schimmel's resignation from the role; and

WHEREAS, Exhibit A lists the updated Council Liaison appointments.

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

Section 1. That Councilor Angel Falconer is hereby appointed as the Council Liaison to the Forest Grove Chamber of Commerce, and the list of Council Liaison appointments are updated following Exhibit A.

Section 2. Resolution No. 2025-01 is hereby repealed.

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

PRESENTED AND PASSED this 9th day of June, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 9th day of June, 2025.

Malynda H. Wenzl, Mayor

CITY COUNCIL LIAISONS: LIST FORMAT
Calendar Year 2025

Boards and Commissions

Council Liaison

Staff Liaison

Comm for Community Engagement (CCE)
1st Tuesday, 5:30 pm, Monthly

Brian Schimmel

Communication Manager

Community Forestry Commission (CFC)
3rd Wednesday, 5:30 pm, Quarterly

Mike Marshall

Senior Planner

Economic Development Commission (EDC)
2nd Thursday, Noon, Monthly

Brian Schimmel

Economic Development
Manager

Historic Landmarks Board (HLB)
4th Tuesday, 6:30 pm, Quarterly

Angel Falconer

Senior Planner

Library Commission (LC)
3rd Wednesday, 6:30 pm, Monthly

Mariana Valenzuela

Library Director

Parks and Recreation Commission (P&R)
3rd Wednesday, 7 am, Monthly

Mike Marshall

Parks and Recreation
Director

Public Arts Commission (PAC)
3rd Thursday, 5 pm, Monthly

Donna Gustafson

Library Director

Agencies

Council Liaison

Staff Liaison

CDBG Policy Advisory Board (PAB)
2nd Thursday, 7 pm, Monthly

Mariana Valenzuela
Alternate: Brian Schimmel

Public Works/Engineering
Director

Forest Grove Rural Fire Protection District
1st Wednesday, 6 pm, Monthly

Karen Martinez
Alternate: Mike Marshall

Fire Chief

Joint Water Commission (JWC)
2nd Friday, Noon, Quarterly

Rod Fuiton
Pete Truax
Angel Falconer

City Manager

Regional Water Providers Consortium Board
1st Wednesday, 6:30 pm, Quarterly

Donna Gustafson

Public Works/Engineering
Director

Sister City Committee
1st Thursday, 4:30 pm, Monthly

Karen Martinez

Programs and
Communications Assistant

Wash. Co. Consolidated Communications
Agency (WCCCA)
3rd Thursday, 3 pm, Quarterly

Donna Gustafson

City Manager

CITY COUNCIL LIAISONS: LIST FORMAT
Calendar Year 2025

Wash. Co. Coordinating Committee (WCCC) 2 nd Monday, Noon, Monthly	Malynda Wenzl Alternate: Angel Falconer	City Manager
T.V. Highway Steering Committee 2 nd Thursday, 4 pm, Monthly	Brian Schimmel Alternate: Donna Gustafson	Senior Planner
Council Creek Elected Steering Committee 3 rd Monday, 5 pm, Monthly	Angel Falconer Alternate: Mike Marshall	Public Works/Engineering Director
Region 1 Area Committee on Transportation 1 st Monday, 5:30 pm, Monthly	Malynda Wenzl	Public Works/Engineering Director
Forest Grove Senior and Community Center 3 rd Monday, 6 pm, Monthly	Karen Martinez	Assistant City Manager/Finance Director
Forest Grove Chamber of Commerce 3 rd Monday, Noon, Monthly	Angel Falconer	Economic Development Coordinator
Mayoral Groups	Council Liaison	Staff Liaison
Metropolitan Mayor's Consortium (MMC) Monthly	Malynda Wenzl	City Manager
Washington County Chair + Mayors Group Monthly	Malynda Wenzl	City Manager
Washington County Mayors Group Monthly	Malynda Wenzl	City Manager
Mayor Youth Advisory Council	Malynda Wenzl	



FOREST GROVE
FORWARD
YOUR VOICE, YOUR VISION

City Council Meeting
June 9, 2025





01

Where are we in the process?

Process Overview



April - May 2024

1 SCOPING + PLANNING

- Project Charter
- Project Game Plan + Timeline
- Review background materials
- Steering Committee recruitment materials

June 2024

2 ENGAGEMENT STRATEGY

- Updated Community Profile
- Stakeholder Map
- Project Brand + Key Messages
- Communications + Engagement Plan
- Steering Committee kick-off meeting

July - Dec. 2024

3 ENGAGE COMM. + ORG.

- Vision outreach materials
- Conduct engagement
- Engagement summary
- Engagement evaluation report
- Steering Committee Meeting

Jan. - March 2025

4 VISION DEVELOPMENT

- Engagement database
- Draft Vision, Values, and Goals
- Present draft VVG to City Council, Steering Committee, staff, and community
- Gather input + refine

April - May 2025

5 ACTION PLANNING

- Vision lab focus groups
- Develop supporting actions for each goal area
- Incorporate comments from public review to refine VVG
- Steering Committee meeting
- Draft Vision + Action Plan
- Outline implementation structure

June - July 2025

6 FINALIZE VISION + ACTION PLAN

- Final public comment period
- Finalize Vision, Values, Goals, and Initiatives
- Present Community Vision + Action Plan to City Council for adoption



August 2025

7 IMPLEMENT + CELEBRATE

- Implementation memo with recommendations
- Training templates and materials
- Progress reporting tools
- Launch Vision!





02

How are we engaging the community?

How are we engaging with the community to gather their feedback on the draft vision and action plan?

← **Community Review Period: June 9 - 22** →



Interactive engagement boards and project team at Farmers' Market City booth

- June 11
- June 18



Online survey

- June 9-22



Targeted outreach with Spanish-speakers at Farmers' Market with Veritas partnership

- June 18



City website

- Draft vision and action plan
- Farmers' Market dates
- Link to survey



Email communication

- Community survey respondents
- Vision lab attendees
- Boards + Commissions
- Steering Committee
- City Council



Social Media posts

- Facebook
- Instagram
- Next Door



03

Questions, Discussion + Next Steps

Next Steps

- JUNE 9-22
 - Community review period
- JUNE 17
 - Steering Committee meeting
- JUNE 23
 - City Council meeting: Council reviews plan and Steering Committee recommendations from the community review process
- JULY 14
 - City Council meeting: Council vote to adopt community vision





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*

MEETING DATE: *June 9, 2025*

PROJECT TEAM: *Paul Downey, Assistant City Manager/Finance Director*

SUBJECT TITLE: *Resolutions to Adopt 2025-2027 Biennial Budget, Make 2025-2027 Appropriations, and Levy Property Taxes for 2025-2027*

ACTION REQUESTED:

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

ISSUE STATEMENT

The Budget Committee approved the 2025-2027 Proposed Biennial Budget with changes on May 28, 2025, in the amount of \$255,001,742. The City Council now needs to adopt the 2025-2027 Approved Biennial Budget with any additional items approved by the City Council tonight, levy the property taxes for 2025-2027, and make appropriations that set the legal expenditure levels in each fund for the 2025-2027 Biennial Budget.

BACKGROUND

The City Council will be asked to adopt its first biennial budget covering the period beginning July 1, 2025, and ending June 30, 2027. The Budget Committee will still meet next year to discuss any adjustments to the budget that may be needed, do the state shared revenue certification process, review the 2026-2031 proposed capital improvement plan, and review renewing the Capital Improvement Excise Tax.

Staff is proposing one change to the Approved Budget that affects three funds that will increase the total budget by \$24,000 to \$255,025,742. The City Council can increase expenditures for an individual fund by 10% of the amount approved by the Budget Committee without having to reconvene the Budget Committee. The change is within that 10% limit. The change involves a correction to GIS storage and management services. Staff made a partial part of the change with the Budget Committee but now the change needs to be completed. The change to the Sewer Fund was not made in the first year of the biennium and the second-year change was not made. In the Sewer Fund, Professional Services need to be increased by \$48,000 for the charges for both years. To keep the Sewer Fund in balance, interest income will be increased by \$24,000 and Unappropriated Ending Fund Balance will be decreased by \$24,000. In the Water Fund,

Professional Services need to be increased by \$24,000 for the second year while Unappropriated Ending Fund Balance will be decreased by \$24,000 to keep that fund in balance. In the Light and Power Fund, Professional Services needs to be increased by \$36,000 for the second year while Unappropriated Ending Fund Balance will be decreased by \$36,000 to keep that fund in balance.

Staff has prepared the necessary resolutions which incorporate the changes in this memorandum for the City Council's consideration.

FISCAL IMPACT

The fiscal impact of the changes has been discussed above.

STAFF RECOMMENDATION

Staff recommends the City Council approve the attached resolutions to adopt the 2025-2027 Biennial Budget, levy the taxes approved by the Budget Committee for 2025-2027, and establish the legal appropriations for 2025-2027 Biennial Budget.

ATTACHMENTS

Resolutions Adopting Biennial Budget for Period Commencing July 1, 2025, and Ending June 30, 2027; Levying and Categorizing Taxes for the City of Forest Grove, Washington County, Oregon, for the Biennial Budget for the Period Commencing July 1, 2025, and Ending June 30, 2027; and Making Appropriations for the City of Forest Grove, Washington County, Oregon, for the Biennial Budget for the Period Commencing July 1, 2025, and Ending June 30, 2027.

RESOLUTION NO. 2025-25

**RESOLUTION LEVYING AND CATEGORIZING TAXES FOR
THE CITY OF FOREST GROVE, WASHINGTON COUNTY, OREGON,
FOR THE BIENNIAL BUDGET PERIOD COMMENCING
JULY 1, 2025, AND ENDING JUNE 30, 2027**

WHEREAS, the City Council has adopted the 2025-2027 Biennial Budget now on file in the office of the City Recorder.

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

Section 1. That the following ad valorem property taxes are hereby imposed and categorized for tax year 2025-26 and 2026-27 upon the assessed value of all taxable property within the City for tax years 2025-26 and tax year 2026-27: 1) at the rate of \$3.9554 per \$1,000 of assessed value for the permanent rate tax; and 2) at the rate of \$1.95 per \$1,000 of assessed value for the local option levy expiring June 30, 2028.

Section 2. The taxes imposed are hereby categorized for purposes of Article XI, Section 11b, as:

	<u>Subject to the General Government Limitation</u>	<u>Excluded from the Limitation</u>
General Fund – Permanent Rate	\$3.9554/\$1,000	
General Fund – Local Option Levy	\$1.9500/\$1,000	
	-----	-----
Category Total	\$5.9054/\$1,000	\$0

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

PRESENTED AND PASSED this 9th day of June, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 9th day of June, 2025.

Malynda H. Wenzl, Mayor

RESOLUTION NO. 2025-26

**RESOLUTION MAKING APPROPRIATIONS FOR
THE CITY OF FOREST GROVE, WASHINGTON COUNTY, OREGON, FOR
THE BIENNIAL BUDGET FOR THE PERIOD COMMENCING
JULY 1, 2025, AND ENDING JUNE 30, 2027**

WHEREAS, the City Council has adopted the 2025-2027 Biennial Budget now on file in the office of the City Recorder.

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

Section 1. That the amounts shown below are hereby appropriated for the 2025-2027 Biennial Budget as follows:

	<u>General Fund</u>	
Legislative & Executive	\$	1,614,455
Administrative Services		10,802,743
Library		3,493,125
Planning		1,524,384
Economic Development		386,786
Engineering		2,499,484
Police Services		19,732,874
Fire Department		14,142,713
Aquatics		1,998,779
Parks		2,508,270
Recreation		851,884
Municipal Court		770,438
Non-Departmental		247,440
Transfers		250,000
Contingencies		1,000,000
Total General Fund Appropriations	\$	<u>61,823,375</u>

<u>Light Fund</u>	
Electric Services	\$ 56,183,189
Debt Service	610,713
Transfers	3,096,480
Contingencies	1,000,000
Total Light Fund Appropriations	\$ 60,890,382

<u>Sewer Fund</u>	
Sewer Services	\$ 4,285,657
Transfers	235,747
Contingencies	750,000
Total Sewer Fund Appropriations	\$ 5,271,404

<u>Sewer SDC Fund</u>	
Sewer SDC Program	\$ 500,000
Debt Service	483,133
Contingencies	61,500
Total Sewer SDC Fund Appropriations	\$ 1,044,633

<u>Water Fund</u>	
Water Services	\$ 22,330,411
Debt Service	145,610
Transfers	801,985
Contingencies	1,000,000
Total Water Fund Appropriations	\$ 24,278,006

<u>Water SDC Fund</u>	
Water SDC Program	5,574,718
Transfers	2,400
Contingencies	450,000
Total Water SDC Fund Appropriations	\$ 6,027,118

<u>Surface Water Management Fund</u>	
SWM Services	\$ 3,979,347
Transfers	173,016
Contingencies	130,000
Total SWM Fund Appropriations	\$ 4,282,363

SWM SDC Fund

SWM SDC Program	\$ 650,000
Contingencies	84,500
Total SWM SDC Fund Appropriations	\$ 734,500

Street Fund

Street Services	\$ 7,843,728
Contingencies	300,000
Total Street Fund Appropriations	\$ 8,143,728

Building Permits Fund

Building Permit Services	\$ 2,876,891
Transfers	189,043
Contingencies	450,000
Total Building Permits Fund Appropriations	\$ 3,515,934

Community Enhancement Fund

Community Enhancement Program	\$ 256,265
Transfers	15,600
Total Community Enhancement Fund Appropriations	\$ 271,865

Library Endowment Fund

Library Endowment Program	\$ 59,843
Total Library Endowment Fund Appropriations	\$ 59,843

Street Tree Fund

Street Tree Program	\$ 219,426
Transfers	2,400
Total Street Tree Fund Appropriations	\$ 221,826

Public Arts Donations Fund

Public Arts Program	\$ 15,789
Total Public Arts Donations Fund Appropriations	\$ 15,789

Facility Major Maintenance Fund

Capital Outlay	\$ 772,564
Total Facility Major Maint. Fund Appropriations	\$ 772,564

Equipment Fund

Vehicle Services	\$ 4,657,040
Contingencies	300,000
Total Equipment Fund Appropriations	\$ 4,957,040

<u>Fire Equipment Replacement Fund</u>	
Fire Equipment Replacement Program	\$ 570,000
Contingencies	60,000
Total Fire Equip. Replacement Fund Appropriations	\$ 630,000

<u>Information Systems Fund</u>	
Information System Services	\$ 1,427,600
Transfers	50,000
Contingencies	75,000
Total Information Systems Fund Appropriations	\$ 1,552,600

<u>City Utility Fund</u>	
City Utility Program	\$ 550,248
Total City Utility Appropriations & Fund	\$ 550,248

<u>Risk Management Fund</u>	
Risk Management Services	\$ 1,886,456
Transfers	80,000
Contingencies	50,000
Total Risk Management Fund Appropriations	\$ 2,016,456

<u>Bikeway Improvements Fund</u>	
Bikeway Improvements Program	\$ 182,026
Total Bikeway Improvements Fund Appropriations	\$ 182,026

<u>Park System Development Fund</u>	
Park System Development Program	6,493,099
Total Park System Develop. Fund Appropriations	\$ 6,493,099

<u>Transportation Development Tax Fund</u>	
Transportation Development Tax Program	\$ 14,131,159
Total Traffic Impact Fund Appropriations	\$ 14,131,159

<u>Capital Projects Fund</u>	
Capital Projects Program	\$ 1,565
Total Capital Projects Fund Appropriations	\$ 1,565
<u>CIP Excise Tax Fund</u>	
CIP Excise Tax Program	\$ 264,458
Transfers	745,660
Total CIP Excise Tax Fund Appropriations	\$ 1,010,118
<u>Trail System Fund</u>	
Trail System Program	101,912
Transfers	55,000
Total Transient Lodging Tax Fund Appropriations	\$ 156,912
<u>City Transient Lodging Tax Fund</u>	
Tourism Services	\$ 413,764
Transfers	56,860
Total Transient Lodging Tax Fund Appropriations	\$ 470,624
Total APPROPRIATIONS, All Funds	\$ 209,505,177
Total Unappropriated Amounts, All Funds	\$ 45,520,565
TOTAL ADOPTED BUDGET	\$ 255,025,742

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

PRESENTED AND PASSED this 9th day of June, 2025

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 9th day of June, 2025.

Malynda H. Wenzl, Mayor

RESOLUTION NO. 2025-24

**RESOLUTION ADOPTING BIENNIAL BUDGET FOR PERIOD
COMMENCING JULY 1, 2025, AND ENDING JUNE 30, 2027**

WHEREAS, the Budget Committee of the City of Forest Grove has approved a biennial budget for the City of Forest Grove for the period commencing July 1, 2025, and ending June 30, 2027, pursuant to the provisions of Oregon Local Budget Law; and

WHEREAS, changes have been proposed to the biennial budget approved by the Budget Committee, and

WHEREAS, a hearing has been held before the City Council as required by law and it appears to the Council that the Approved Biennial Budget as changed by the City Council should be adopted.

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

Section 1. That the City Council hereby adopts the Biennial Budget for Period Commencing July 1, 2025, and Ending June 30, 2027, for the City of Forest Grove in the amount of \$255,025,742.

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

PRESENTED AND PASSED this 9th day of June, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 9th day of June, 2025.

Malynda H. Wenzl, Mayor



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*

MEETING DATE: *June 9, 2025*

PROJECT TEAM: *Paul Downey, Assistant City Manager/Finance Director*

SUBJECT TITLE: *Resolutions for State Revenue Sharing*

ACTION REQUESTED:

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

X all that apply

ISSUE STATEMENT

In order to receive State Revenue Sharing, the City is required by the State to annually elect to participate in the State Revenue Sharing Program and to certify services. The attached resolutions fulfill the requirement of certifying the services provided by the City and electing to receive state revenues for FY 2025-26. This certification needs to be completed annually even though the City has started doing a biennial budget process.

BACKGROUND

Before the City can elect to participate in the State Revenue Sharing Program, the City is required to hold two hearings on the use of the funds. The Budget Committee meeting of May 13, 2025, was one of those hearings and the second will occur June 9, 2025, when the Council holds its public hearing on the budget. For fiscal year 2025-26, the City is projected to receive \$432,244 in Alcohol Tax revenue, \$16,039 in Cigarette Tax revenue, \$38,603 in State Marijuana Tax revenue, \$285,281 in State Revenue Sharing, and \$2,208,794 in State Gasoline Tax revenue. As required by State law, State Gasoline Tax is distributed 99% to the Street Fund and 1% to the Bikeways and Pedestrian Fund.

FISCAL IMPACT

If the City decided not to accept the State Shared Revenue, the City will have to reduce General Fund expenditures by \$772,167 or use General Fund reserves to make up for the loss of that revenue. In the Street Fund, road maintenance activities would be heavily curtailed.

STAFF RECOMMENDATION

Staff recommends the City Council approve the attached resolutions so the City can receive State Shared Revenue in FY 2025-26.

ATTACHMENTS

- Resolution Certifying Services Provided by the City of Forest Grove
- Resolution Declaring the City's Election to Receive State Revenues

RESOLUTION NO. 2025-27

RESOLUTION CERTIFYING SERVICES PROVIDED BY THE CITY OF FOREST GROVE

WHEREAS, ORS 221.760 provides as follows:

Section 1: The officer responsible for disbursing funds to cities under ORS 323.455, 366.785 to 366.820 and 471.805 shall, in the case of a city located within a county having more than 100,000 inhabitants according to the most recent federal decennial census, disburse such funds only if the city provides four or more of the following services:

- (1) Police Protection
- (2) Fire Protection
- (3) Street Construction, Maintenance and Lighting
- (4) Sanitary Sewer
- (5) Storm Sewers
- (6) Planning, Zoning and Subdivision Control
- (7) One or more Utility Services

WHEREAS, City officials recognize the desirability of assisting the State Officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760;

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

Section 1: That the City of Forest Grove hereby certifies that it provides the following municipal services enumerated in Section 1, ORS 221.760:

- (1) Police Protection
- (2) Fire Protection
- (3) Street Construction, Maintenance and Lighting
- (4) Sanitary Sewer
- (5) Storm Sewers
- (6) Planning, Zoning and Subdivision Control
- (7) Municipal Electric and Water Utility Services

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

PRESENTED AND PASSED this 9th day of June, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 9th day of June, 2025

Malynda H. Wenzl, Mayor

RESOLUTION NO. 2025-28

**RESOLUTION DECLARING THE CITY'S ELECTION
TO RECEIVE STATE REVENUES**

The City of Forest Grove resolves as follows:

Section 1: Pursuant to ORS 221.770, the City hereby elects to receive state revenues for Fiscal Year 2025-26.

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

PRESENTED AND PASSED this 9th day of June, 2025.

Mariah S. Woods, City Recorder

APPROVED By the Mayor this 9th day of June, 2025.

Malynda H. Wenzl, Mayor

I certify that a Public Hearing before the Budget Committee was held May 13, 2025, and a Public Hearing before the City Council was held June 9, 2025, giving citizens an opportunity to comment on use of State Revenue Sharing.

Attested: _____
Mariah S. Woods, City Recorder



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*

MEETING DATE: *June 9, 2025*

PROJECT TEAM: *Paul Downey, Assistant City Manager/Finance Director*

SUBJECT TITLE: *Resolution Adopting the 2025-2030 Capital Improvements Program*

ACTION REQUESTED:

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

X all that apply

ISSUE STATEMENT

The Capital Improvements Program (CIP) for 2025-2030 was approved by the Budget Committee and now needs to be adopted by the City Council.

BACKGROUND

The CIP forms the basis of the capital projects that the City is planning to accomplish over the next five years. Projects funded by SDC funds need to be listed in the CIP for SDC funds to be expended on those projects. The CIP was presented to and approved by the Budget Committee. Staff is not proposing any changes to the approved CIP.

FISCAL IMPACT

Projects to be started and/or completed in the upcoming biennial budget are reflected in the appropriate funds in the 2025-2027 Biennial Budget that the Council will be asked to adopt tonight.

STAFF RECOMMENDATION

Staff recommends the City Council approve the attached resolution adopting the 2025-2030 Capital Improvements Program.

ATTACHMENT

Resolution Adopting the 2025-2030 Capital Improvements Program

RESOLUTION NO. 2025-29

**RESOLUTION ADOPTING THE 2025-2030
CAPITAL IMPROVEMENTS PROGRAM**

WHEREAS, the Capital Improvements Program is an ongoing five-year schedule of physical improvements and major equipment purchases; and

WHEREAS, the Capital Improvements Program is a planning and budgeting tool used to ensure residents continue to receive services in the future; and

WHEREAS, projects to be funded with system development charges need to be included in the Capital Improvements Program; and

WHEREAS, the Budget Committee has reviewed and approved the Capital Improvements Program.

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

Section 1. That the City Council hereby adopts the 2025-2030 Capital Improvements Program.

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

PRESENTED AND PASSED this 9th day of June, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 9th day of June, 2025.

Malynda H. Wenzl, Mayor



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*

MEETING DATE: *June 9, 2025*

PROJECT TEAM: *Paul Downey, Assistant City Manager/Finance Director*

SUBJECT TITLE: *Capital Improvements Program Excise Tax Renewal for FY 2025-26*

ACTION REQUESTED:

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

X all that apply

ISSUE STATEMENT

The ordinance that created the Capital Improvements Program (CIP) Excise Tax requires the tax to be re-authorized by resolution each fiscal year.

BACKGROUND

The CIP excise tax was initiated in 1990. The City Code restricts the use of the revenue generated by the CIP excise tax to the General Government and Public Safety programs within the Capital Improvements Program. The Code requires the tax to be reviewed on an annual basis by the Budget Committee and be approved each year by the City Council. If the tax is not reauthorized, the City cannot collect the revenue. Any increase in the CIP Excise Tax cannot exceed five percent in one year and increases added together cannot exceed twenty percent over a five-year period. The tax is not covered by the annual fee adjustment for general fees.

The City last increased the tax rate on July 1, 2014. Staff are not proposing any fee increase for the coming fiscal year. The City expects to collect about \$406,000 in revenue from the CIP excise tax in FY 2025-26.

By ordinance, 90% of the excise tax is used to fund public safety capital needs. The City uses these funds for police and fire vehicle replacements. The remaining 10% of the excise tax can be used in General Government Programs. In FY 2025-26, \$372,830 will be transferred to other funds for the purchase of police vehicles and fire apparatus. Other proposed expenditures include: 1) \$8,900 for a remodel of the fire department's lobby; 2) \$12,300 for a control module for the body worn camera system; 3) \$75,000 for replacement of the Rogers Parks carousel; and 4) \$9,500 for an Aquatic Center security camera upgrade.

The CIP Excise Tax is accounted for in a separate fund to ensure that the tax proceeds are spent as required by the resolution.

FISCAL IMPACT

If the CIP Excise Tax is not renewed, the City will need to find an alternative source of revenue for police vehicles and fire apparatus replacement. Also, some of the other projects that would be funded with this revenue will not occur unless alternative revenue is found for those projects.

STAFF RECOMMENDATION

Staff recommends the City Council approve the attached resolution adopting the renewal of the CIP Excise Tax for FY 2025-26.

ATTACHMENT

Resolution Adopting the Capital Improvements Program Excise Tax and Repealing Resolution 2024-23

RESOLUTION NO. 2025-30

**RESOLUTION ADOPTING THE CAPITAL IMPROVEMENTS PROGRAM
EXCISE TAX AND REPEALING RESOLUTION 2024-23**

WHEREAS, the Budget Committee has reviewed, and the City Council has adopted the 2025-2030 Capital Improvements Program (CIP); and

WHEREAS, the City has an ordinance to impose a CIP Excise Tax to fund the Public Safety and General Government programs within the Capital Improvements Program; and

WHEREAS, the City Council recognizes the relationship between quality service delivery and investments in capital equipment and facilities; and

WHEREAS, funding for capital equipment and facilities is necessary to ensure residents of Forest Grove continue to receive quality services in the future.

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

Section 1: Resolution 2024-23 is repealed effective June 30, 2025.

Section 2: The City shall impose a CIP Excise Tax for the purpose of funding the Public Safety and General Government Programs within the CIP.

Section 3: The tax shall be based on the amount of required revenue distributed among residential, general service and industrial classes of utility customers. The tax will appear on each utility bill. The CIP Excise Tax shall be fixed as follows:

<u>CLASS</u>	<u>MONTHLY RATE</u>
Residential	\$3.00
Commercial – Single Phase	\$7.50
All Others	\$15.00

Section 4: The CIP Excise Tax will be effective July 1, 2025.

Section 5: This resolution is effective immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 9th day of June, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 9th day of June, 2025.

Malynda H. Wenzl, Mayor



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*

MEETING DATE: *June 9, 2025*

PROJECT TEAM: *Bryan Pohl, Community Development Director
Daniel Riordan, Senior Planner*

SUBJECT TITLE: *Resolution Authorizing the City Manager to Enter Into an Intergovernmental Agreement with the Tri-County Metropolitan Transportation District of Oregon (TriMet) Related to Project Development, Funding and Staffing for the TV Highway Bus Rapid Transit Project*

ACTION REQUESTED:

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

X all that apply

ISSUE STATEMENT: Improving transit service between Forest Grove, Cornelius, Hillsboro, Aloha and Beaverton is a local and regional transportation priority for the community. To advance this priority, Metro initiated the TV Highway Transit and Safety project (Project) in 2022. To guide the Project, Metro convened a Steering Committee (SC) with elected representatives from partner jurisdictions and executive level staff from TriMet, the Oregon Department of Transportation (ODOT) and community-based organizations.

On February 13, 2025, the SC unanimously approved a Locally Preferred Alternative (LPA) for improved transit service along TV Highway and the Pacific Avenue/19th Avenue corridor. The LPA specifies the type of desired transit improvement, the project alignment, and general bus stop/station locations. On May 12, 2025, the Forest Grove City Council adopted Resolution No. 2025-17, endorsing the LPA approved by the SC.

Now that the LPA has been endorsed by each partner jurisdiction, an intergovernmental agreement (IGA) between each partner and TriMet is needed to advance the Project to the next phase called Project Development (PD). The IGA identifies partner roles, responsibilities, and funding and staffing commitments during PD. Approval of the IGA authorizes the City Manager to sign the IGA and indicates City Council's consent with the terms of the IGA including funding commitments.

BACKGROUND: The IGA specifies TriMet and City obligations during PD. PD includes preparing environmental documents required by the federal National Environmental Policy Act (NEPA), civil engineering drawings, federal construction funding application, and community outreach. The PD phase is expected to begin during mid-2025 and be completed

by late-2027.

Under the terms of the IGA TriMet will be the lead agency and the City will provide Project support. Project support includes providing a cash contribution towards PD costs. This funding commitment is explained below. In addition to the cash contribution the City is expected to provide in-kind staff support to the Project. This includes City staff time devoted to the project including participation on the Project advisory committees and reviewing work products prepared by TriMet and TriMet's consultants. This is also explained below.

General provisions in the IGA include requirements for project administration, processing payment and reimbursement requests, general project accounting, issue resolution process, indemnification obligations, agreement termination process and notification requirements.

In addition to the general terms of agreement, the IGA includes several exhibits. Exhibit A includes a general description of the Project and a map showing general bus station locations. This is the same exhibit that was included with the LPA endorsement resolution approved by the Council on May 12th.

IGA Exhibit B is the funding strategy approved by the Project Steering Committee (SC). The funding strategy identifies estimated total project costs for building the Project. The construction Project is estimated to cost approximately \$300 million. TriMet will apply for a grant from the Federal Transit Administration (FTA) through the federal Small Starts Capital Improvement Grant program. This program funds up to 50% of the cost for approved projects. The remaining 50% would be funded through local, regional and state funds. Local and regional partners would be responsible for a combined \$100 million for construction costs. In addition to the local and regional funds, the Project will request \$50 million in state funding from the Oregon legislature. The City's expected funding commitment for construction is \$175,000. This would be agreed to in a subsequent IGA for construction that is approved by the City Council. The contribution could be funded using Transportation Development Tax (TDT) proceeds for transportation capacity and safety improvements.

Exhibit B also indicates that the total budget for PD activities is \$25 million. This will be funded, in part, by TriMet, Metro, ODOT/legislature and partner jurisdictions. The Forest Grove contribution for PD is \$75,000 and is also expected to be funded using TDT revenue.

Exhibit C is the PD funding and staffing plan and describes, in more detail, the funding contributions from each Project partner for the PD phase. Exhibit C states that if there are funds remaining at the conclusion of the PD phase these funds will be allocated to the construction phase. Exhibit C also states that if additional funds are needed for PD all project partners will work together to identify additional funding sources and determine if the Project should be paused. In addition to the provisions above, Exhibit C identifies requirements for monthly progress reporting and submitting invoices to TriMet for reimbursement of City staff time needed for processing required permits. The City will be reimbursed for cost associated with processing permits needed to authorize work within the City's right-of-way.

Exhibit D is the Project work plan and is intended to guide TriMet, Metro and partner jurisdictions through the PD phase. This exhibit identifies PD work products (deliverables) and specifies

TriMet, Metro, ODOT and partner jurisdiction roles and responsibilities. As noted above, the City will be responsible for providing staffing for the technical and policy and budget committees and reviewing transportation analysis, civil engineering plans, and environmental documents.

IGA Exhibit E is the guiding principles document for the Project. This document describes TriMet's commitments to jurisdictional partners and recognizes the importance of continued collaboration among project partners, effectively engaging community members, minimizing impacts to businesses during construction, and enhancing economic opportunities for Small Business Enterprises (SBE) and federally identified Disadvantaged Business Enterprises (DBE). Exhibit E also notes that TriMet encourages the use of apprentices for its workforce hiring and training program on construction projects.

FISCAL IMPACT: The IGA identifies PD funding from each Project partner. There are two types of funding commitment: cash contribution and in-kind support. Each funding commitment is described below.

The City's cash commitment for PD is a total of \$75,000 with \$25,000 required in Fiscal Year 2026 and \$50,000 required in Fiscal Year 2027. The expected funding commitment for construction is \$175,000. The anticipated funding source for construction is Transportation Development Tax (TDT) revenue. This construction funding commitment will be included in a subsequent IGA for the Council's approval.

In addition to the \$75,000 cash contribution from the City there will be an in-kind contribution to support the Project. The in-kind contribution includes City staff time for reviewing Project work products and participation on the Project advisory committees. The estimated City staff time for PD support is 227 staff hours over the next two fiscal years. The total estimated cost for in-kind staff support to the Project is \$27,640. The source of funds for in-kind staff support is the General Fund and is included in the Personnel Services budget line item for the Planning Division for Fiscal Years 2025-2027.

Under the terms of the IGA the City will be reimbursed for costs associated with processing permits required for work in the City's public right-of-way. TriMet will reimburse the City in the approximate estimated amount of \$5,000.

STAFF RECOMMENDATION: That City Council approve the attached resolution granting authority to the City Manager to enter into an intergovernmental agreement with TriMet related to project development, funding and staffing for the TV Highway Transit and Safety Project.

ATTACHMENTS

- A. IGA Resolution and Exhibits
- B. PowerPoint Presentation

RESOLUTION NO. 2025-31

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (TRIMET) RELATED TO PROJECT DEVELOPMENT, FUNDING AND STAFFING FOR THE TV HIGHWAY BUS RAPID TRANSIT PROJECT

WHEREAS, TriMet is a mass transit district of the State of Oregon established pursuant to ORS Chapter 267; and

WHEREAS, the City of Forest Grove is a municipal corporation organized under the laws of the State of Oregon; and

WHEREAS, the parties have the authority to enter into intergovernmental agreements pursuant to ORS Chapter 190; and

WHEREAS, TriMet owns and operates the mass transit system serving the tri-county area of Multnomah, Clackamas and Washington counties; and

WHEREAS, the TV Highway Bust Rapid Transit project is also referred to as the TV Highway Transit and Safety Project (Project); and

WHEREAS, the Project is a partnership among TriMet, Metro, the Oregon Department of Transportation, Washington County, and the cities of Forest Grove, Cornelius, Hillsboro, and Beaverton; and

WHEREAS, the goal of the Project is to implement Bus Rapid Transit service on the TV Highway, and Pacific Avenue/19th Avenue corridor between Beaverton and Forest Grove for the benefit of the community; and

WHEREAS, the Project will provide safer, faster, more reliable and comfortable service for riders travelling to work, school, home, worship, shopping and services; and

WHEREAS, Metro convened a Project Steering Committee (SC) comprised of elected officials and executive staff from partner agencies and community organizations; and

WHEREAS, on February 13, 2025, the SC unanimously recommended a Locally Preferred Alternative (LPA) for high-capacity transit improvements including the mode of transportation, alignment, and general bus station locations as shown on Exhibit A; and

WHEREAS, the Project alignment generally follows the alignment of TriMet's current Bus Line 57 along the TV Highway and Pacific Avenue and 19th Avenue corridor between the Beaverton Transit Center and Forest Grove Transit Center; and

WHEREAS, on May 12, 2025, City Council unanimously approved Resolution 2025-17, endorsing the LPA approved by the SC; and

WHEREAS, on May 28, 2025 the TriMet Board of Directors also adopted a resolution endorsing the LPA and recommended adoption by the Metro Council and its incorporation in the Metro Regional Transportation Plan; and

WHEREAS, approval of the LPA by the Project partners allows advancing the Project into the Project Development (PD) phase and supports a future request for federal funding from the Federal Transit Administration.

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

Section 1. The City Council hereby authorizes the City Manager to sign the Intergovernmental Agreement with TriMet (Exhibit B).

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

PRESENTED AND PASSED this 9th day of June, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 9th day of June, 2025.

Malynda H. Wenzl, Mayor

Exhibit A
Tualatin Valley Highway Transit and Safety Project
Locally Preferred Alternative (LPA) Description

On February 13, 2025, the TV Highway Steering Committee recommended the TV Highway Transit and Safety Project Locally Preferred Alternative (LPA). The recommended LPA for high-capacity transit in the Tualatin Valley Highway corridor is bus rapid transit with stations at the general locations indicated on the attached map, operating between Beaverton Transit Center and 19th Avenue and B Street in Forest Grove. The route will generally follow the same alignment as TriMet's current Line 57 route.

TV Highway Transit and Safety Project Locally Preferred Alternative

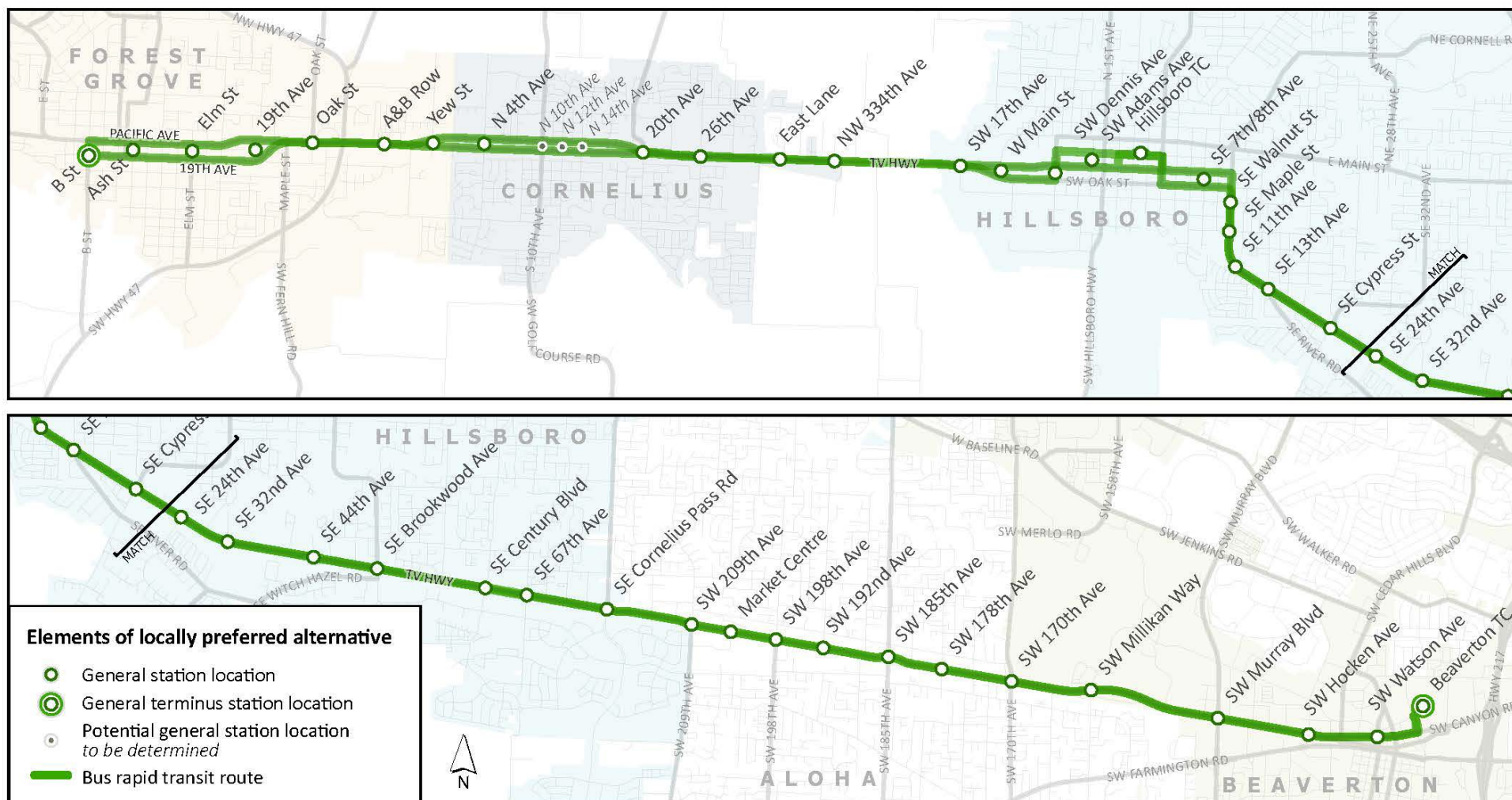


EXHIBIT B

TUALATIN VALLEY HIGHWAY TRANSIT AND SAFETY PROJECT

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON AND THE CITY OF FOREST GROVE FOR PROJECT DEVELOPMENT FUNDING AND STAFFING

THIS INTERGOVERNMENTAL AGREEMENT is entered into on the date last executed below by the Tri-County Metropolitan Transportation District of Oregon (TriMet) and the City of Forest Grove (City), herein referred to as Parties, for the purpose of funding and staffing the Project Development phase of the Tualatin Valley Highway Transit and Safety Project.

RECITALS

WHEREAS, TriMet is a mass transit district of the State of Oregon, established pursuant to ORS Chapter 267 to own and operate the public mass transit system serving the tri-county area of Multnomah, Washington, and Clackamas counties; and

WHEREAS, The City of Forest Grove is a municipal corporation organized under the laws of the State of Oregon; and

WHEREAS, the Parties have the authority to enter into this intergovernmental agreement pursuant to ORS Chapter 190; and

WHEREAS, the goals of the Tualatin Valley (TV) Highway Transit and Safety Project (Project) are to implement Bus Rapid Transit (BRT), also referred to as Frequent Express (FX) with service every 12-minutes, most hours and days of the week on the TV Highway corridor between Beaverton and Forest Grove and to upgrade stops/stations and install sidewalk connections and marked pedestrian crossings to create safer, faster, more reliable and comfortable service for riders to travel to work, school, home, worship, shopping, and services; and

WHEREAS, the Project alignment generally follows the route of TriMet's current Bus Line 57 along the TV Highway corridor, between the Beaverton Transit Center and the Forest Grove Transit Center, as shown in the attached **Exhibit A** (Description and Map); and

WHEREAS, the overall Project is estimated to cost approximately \$300 million and be paid for through a mix of federal, state, regional and local funding sources; and

WHEREAS, the Project's Project Development phase is estimated to cost approximately \$25 million and will be paid for through a mix of federal, state, regional and local funding sources; and

WHEREAS, on February 13, 2025, the TV Highway Transit and Safety Project Steering

Committee unanimously voted in favor of recommending the Locally Preferred Alternative (LPA) for the Project, as shown in the attached **Exhibit A**; and

WHEREAS, on February 13, 2025, the TV Highway Transit and Safety Project Steering Committee voted to approve a funding strategy to secure local, regional, state and federal funding for the Project, as shown in the attached **Exhibit B**; and

WHEREAS, on May 12, 2025, the Forest Grove City Council adopted Resolution No. 2025-17, endorsing the Steering Committee’s recommended TV Highway Transit and Safety Project LPA, allowing the TriMet Board to endorse the LPA and further allowing Metro Council to adopt the LPA and include the Project in the Regional Transportation Plan; and

WHEREAS, on May 28, 2025, the TriMet Board of Directors adopted its Resolution No. 25-05-XX, endorsing the above-described LPA and recommending its adoption by the Metro Council and its incorporation into the Regional Transportation Plan; and

NOW, THEREFORE, pursuant to the foregoing Recitals, the Parties hereby agree as follows:

AGREEMENT

Article I. Joint Obligations

The Parties jointly agree to:

1. Utilize local matching funds in concert with an anticipated grant of Federal Transit Administration (FTA) Small Starts funds for the following:
 - a. Project Development (PD), anticipated to begin in summer 2025 upon entry into the FTA Capital Improvement Grant (CIG) program. The Parties agree to commit PD funds as needed for FY 2026 and FY 2027 such that no further action is necessary. This is required to meet FTA’s definition of committed funds. The PD phase will further define the funding needs for the Construction phase and will include development of a Funding Strategy and Financing Plan as required by the FTA CIG program.
 - b. Project Construction, anticipated to commence at the earlier of (i) the FTA’s issuance of a Letter of No Prejudice (“LONP”) for the Project, or similar FTA approval or (ii) FTA execution of a Single Year Grant Agreement (SYGA) for the Project.
2. Commit local matching funds for PD according to the Steering Committee-approved funding strategy attached in **Exhibit C**.
3. Commit local matching funds for the construction phase to be determined and specified in future IGAs between TriMet and each local jurisdiction.

Article II. TriMet Obligations

1. TriMet Work

- a. **TriMet will be the lead agency for the delivery of the project.**
- b. The PD Work Plan, attached hereto as **Exhibit D**, sets forth the work TriMet shall perform, the work performed by TriMet's third-party consultants, and work performed by other partners.
- c. TriMet will begin PD work after all local partner funding IGAs have been executed and after the FTA approves entry into PD, anticipated for summer 2025.
- d. TriMet will complete the PD activities required for receipt of a Construction Grant Agreement (CGA) from FTA. PD activities will be undertaken in conformance with (i) FTA requirements, (ii) this Agreement, and (iii) the forthcoming Design and Construction Services Agreement (the DCSA) separately executed by the Parties.
- e. TriMet will convene the three Project Committees named below which will meet throughout the PD phase of the Project (approximately 30 months). TriMet shall provide an opportunity for each partner jurisdiction to have a representative on each committee. The anticipated Committee personnel and meeting frequency is further defined in **Exhibit D**, and **Exhibit E**, (the Guiding Principles):
 - Community Advisory Committee
 - Technical Advisory Committee
 - Policy and Budget Committee
- f. TriMet shall lead, in consultation with the City and other Project partners, the convening of, and engagement with the Project Committees, as well as the public and other stakeholders on relevant aspects of the Project.
- g. TriMet shall provide the City with a copy of any relevant Intergovernmental Agreement(s) pertaining to this Project that TriMet has executed with other partner agencies or the Federal government.
- h. TriMet shall confirm that the entirety of the \$25 million needed for the PD phase is committed before starting the work described in this Section and **Exhibit D**.
- i. TriMet shall invoice the City in Fiscal Year 2025-26 for the first tranche of local PD matching funds (\$25,000) and shall invoice the City in Fiscal Year 2026-27 for the second tranche of local PD matching funds (\$50,000). The two tranches together shall be equal to and shall not exceed \$75,000.

2. TriMet Funding

a. TriMet shall contribute \$8,900,000 as its share of local matching funds for PD as shown in **Exhibit C** (the Funding and Staffing Plan) and such funds shall be committed for FY 2026 and FY 2027 to advance the Project to the Construction phase and further define the design and cost estimate prior to initiating the construction phase.

Article III. City of Forest Grove Obligations

1. City Work

a. The PD Work Plan, attached hereto as **Exhibit D**, sets forth the work the City shall perform, the work performed by TriMet's third-party consultants, and work performed by other partners.

2. City Funding

a. **Cash Fund Contribution.** The City shall contribute local matching funds for PD in an amount not to exceed \$75,000. Construction funding amounts will be defined in a future IGA. As shown in **Exhibit C**:

- PD funds shall be committed for FY 2025-26 and FY 2026-27 pursuant to this IGA to advance the Project into the next phase and further refine the design and cost estimates prior to construction.
- Construction funds may be committed and distributed between FY 2027-28 and FY 2031-32.

b. **In-Kind Contribution.** The City shall provide and record in-kind staff support services toward reviewing and supporting the PD phase of the Project in the approximate estimated amount of \$27,400. The City shall provide the appropriate records to TriMet according to the procedures outlined in the attached **Exhibit C**.

c. **Permitting Staff Reimbursement.** Project work and permitting is anticipated to be needed for portions of the roadway owned by the various road authorities participating in the Project. The City shall provide and record staff time for permitting related work and shall provide the appropriate records to TriMet according to the procedures outlined in the attached **Exhibit C**. TriMet shall reimburse permitting staff in the approximate estimated amount of \$5,000, for permitting related services. City staff will work with TriMet towards the approval of permits; nothing in this provision shall be considered as any approval or likelihood of approval of any required or necessary permit.

Article IV. Term

This Agreement is effective from the date of the last required signature for execution below

through June 30, 2030, unless terminated, superseded or extended by mutual written agreement of the Parties, in accordance with this Agreement.

Article V. Payment and Compensation

The Parties recognize that funding for the Project is constrained and is subject to budget authorization and therefore agree to use their best efforts to minimize costs consistent with the timely completion of the required tasks. Each Party agrees to notify the other if at any time a Party reasonably believes the budget may not be sufficient to pay for the Work as described in Exhibit D. Resolution of any funding or compensation issue shall follow the process outlined in Article VIII – Issue Resolution.

Exhibit D provides detail for the Project budget and contribution obligations of the Parties. The City understands that TriMet is entering similar Agreements with all Project partners.

Locally committed funds for Project Development cannot be invoiced for or spent prior to official entry into Project Development.

Article VI. Project Account and Project Account Reconciliation

TriMet shall administer the local matching funds by establishing a Project Account in accordance with TriMet and FTA requirements. The Project Account will hold local matching funds received by TriMet under this Agreement and similar Agreements with other Project partners and will be used to document all receipts and disbursements of local matching funds. TriMet shall disburse funds from the Project Account as required to pay Project costs without regard to the sources or uses of such funds, unless sources are limited to certain uses as set forth in writing by the contributor (in which case the use will be limited to the use(s) described in writing).

TriMet shall prepare all materials and undertake all activities required by the FTA for receipt of federal funds for the Project. TriMet shall maintain all records and undertake all audits regarding the use of federal funds, as may be required by the FTA. The costs of (i) preparing such materials and undertaking such activities as may be required for receipt of federal funds and (ii) such audits as may be required by FTA shall be Project costs shared by all parties by using funds in the Project Account.

TriMet shall make available to the City, within a reasonable time period, all financial, billing, and accounting records concerning the Project reasonably requested by the City. The City Project Manager may dispute charges to or disbursements from the Project Account that it reasonably determines are inconsistent with the terms and conditions of this Agreement. If the City Project Manager disputes one or more charges or disbursements, the City Project Manager shall provide the TriMet Project Manager with a detailed explanation of the reasons for the disputed charge(s) or disbursement(s).

If a dispute as to a charge or disbursement arises, the Parties shall follow the process

outlined in Article VIII – Issue Resolution.

Article VII. Project Management

1. TriMet designates Josh Brennan as Project Manager, and the City designates Bryan Pohl, Community Development Director, as its Project Manager. Either Party may designate a new Project Manager by written notice to the other Party.
2. Project Managers are responsible for coordinating all aspects of their respective scopes of work for the Project and all the respective employees assigned to the Project. The Project Managers: (a) shall ensure the Project and the tasks related thereto are completed expeditiously and economically; (b) shall be the contact persons through whom TriMet and the City officially communicate; and (c) have the authority to make decisions and resolve disputes related to the Project.
3. In the event a disagreement or dispute occurs between the Project Managers, they shall follow the process in Article VIII – Issue Resolution.

Article VIII. Issue Resolution

It is understood by the Parties that a project of this size and complexity will raise issues requiring timely resolution. In the event of any disputes between the City and TriMet under this Agreement, or between any Project partners with similar agreements, the dispute shall be referred for resolution as follows:

- a. First refer the dispute to the City Project Manager and TriMet's Project Manager, who shall make a good faith effort to resolve the dispute. If needed, other partner Project Managers will be brought in and they will determine if a meeting between technical staff or policy staff is needed.
- b. If unresolved by the Project Managers and project staff level discussions, refer the dispute to the City of Forest Grove Public Works and Engineering Director, or designee, and to TriMet's Executive Director for Engineering & Construction, or designee, who shall make a good faith effort to resolve the dispute. If the Parties agree, similar level designees from other project partners will be included in meetings, including staff on the Technical Advisory Committee and the Policy and Budget Committee.
- c. If unresolved by the Directors and Committee members, refer the dispute to the Forest Grove City Manager, or designee, and TriMet's General Manager, or designee, who shall make a good faith effort to resolve the dispute. If the Parties agree, similar level designees from other Project partners will be included in discussions.
- d. In the event a dispute arising under this Agreement is not resolved through the above steps, Article IX, section 7 may be activated.

Article IX. General Provisions

1. Mutual Indemnity.

a. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, TriMet agrees to indemnify, hold harmless and defend the City, its officers, employees and agents from and against all claims, suits, actions, or whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys' fees, resulting from or arising out of the acts of TriMet, its officers, employees or agents under this Agreement. The indemnification obligations under this Section shall survive termination of this Agreement.

b. Subject to the limitation of the Oregon Tort Claims Act and the Oregon Constitution, the City agrees to indemnify, hold harmless and defend TriMet, its officers, employees and agents from and against all claims, suits, actions, of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys' fees, resulting from or arising out of the acts of the City, its officers, employees or agents under this Agreement. The indemnification obligations under this Section shall survive termination of this Agreement.

2. Termination. At any time after the effective date, the Parties may terminate this Agreement by mutual agreement of all project partners, in writing. Either Party may terminate this Agreement in the event of a material breach by the other Party, but only if the other Party fails to cure the breach within fifteen (15) days of receipt of written notice specifying the breach or, if the breach is of a character which cannot be cured within 15 days, if the Party in receipt of the notice commences working to cure the breach within 15 days and continues with due diligence and in good faith until the breach is cured.

3. Notice. Formal notices required or permitted to be made under this Agreement shall be deemed sufficient upon receipt if sent, postage-prepaid, by United States Postal Service certified or registered mail, or by overnight courier, and addressed as follows:

If to TriMet: Josh Brennan, Project Manager
TriMet
101 SW Main Street, Suite 700
Portland, Oregon 97204

with a copy to: Gregory Skillman, TriMet Attorney
TriMet
101 SW Main Street, Suite 700
Portland, OR 97204

If to City of Forest Grove: Bryan Pohl, Community Development Director
City of Forest Grove

PO Box 326
Forest Grove, Oregon 97116

Either Party may change its address by written notice given to the other.

4. Maintenance of Records. The City and TriMet shall cooperate in good faith to comply with the Oregon Public Records statutes and any federal requirements to retain and provide requested public records pertaining to this Project. All records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models that are prepared or developed in connection with this Agreement are public records. Both TriMet and the City are the custodians of all design drawings and documents prepared pursuant to this Agreement.

5. Audit and Inspection of Records. The Parties acknowledge and agree that during the term of this Agreement and for a period of three (3) years after its termination, each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.

6. No Assignment; Successors. The rights and obligations of each Party under this Agreement may not be assigned in whole or in part to any other Party. The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties.

7. Choice of Law; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. Any dispute that is not resolved by mutual agreement shall be submitted to a mediated negotiation prior to any party commencing litigation. In such an event, the Parties agree to participate in good faith in a non-binding mediation process which shall take place in Portland, Oregon. The mediator shall be selected by mutual agreement of the Parties, but in the absence of such agreement each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The fees and costs of mediation shall be borne equally by the Parties. In the event mediation is unsuccessful, the Parties may pursue any legal remedies that may be available.

8. Jurisdiction and Venue. Jurisdiction and venue for any litigation between the City and TriMet arising under this Agreement or out of work performed pursuant to this Agreement shall be in the Washington County Circuit Court or the United States District Court for the District of Oregon, located in Hillsboro, Oregon. In the event of any litigation, each Party shall bear its own attorney fees and costs.

9. Entire Agreement. This Agreement and attached Exhibits constitute the entire Agreement between the Parties on the subject matter hereof and supersede all prior or contemporaneous written or oral understandings, representations or communications of every kind. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No course of dealing between the parties and no usage of trade will be relevant to supplement any term used in this Agreement.

10. Waiver; Modification. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to enforce any provision of this Agreement shall not constitute a waiver by a Party of that or any other provision.

11. Relationship of the Parties. Each of the Parties hereto shall be deemed an independent contractor for purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be an employee, agent or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each party hereby specifically disclaims any such relationship.

12. No Third-Party Beneficiary. Except as set forth herein, this Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct, indirect or otherwise to third-parties unless third-persons are expressly described as intended to be beneficiaries of its terms.

13. Severability/Survivability. If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken. All provisions concerning indemnity survive the termination of this Agreement for any cause.

14. Compliance with Law. The Parties agree to comply with all local, state, and federal laws and regulations.

15. Federal Funding Limitation. To the extent applicable to each of the Parties, this Agreement is subject to all federal funding provisions.

16. Authority. Each Party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for each Party represents that he or she is authorized by that Party to execute this Agreement.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date last written below.

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON**

By: _____
Sean Batty
Interim Executive Director
Engineering & Construction

Date: _____, 2025

By: _____
Nancy Oliver-Young
Chief Financial Officer
Finance & Administrative Services

Date: _____, 2025

APPROVED AS FORM

By:

Gregory E. Skillman
Senior Deputy General Counsel

Date: _____, 2025

CITY OF FOREST GROVE

By: _____
Jesse VanderZanden
City Manager

Date: _____, 2025

APPROVED AS FORM

By:

Date: _____, 2025

EXHIBIT A: TV Highway: Description and Map

On February 13, 2025, the TV Highway Transit and Safety Project Steering Committee unanimously voted in favor of the Locally Preferred Alternative (LPA) for the Project. This was followed by local and regional council endorsements as preparation for entering the Project Development Phase. TriMet adopted the LPA on May 28, 2025 as Resolution No. 25-05-XX. The LPA map and general description, as required by the FTA, are provided below.

The recommended LPA for high-capacity transit in the Tualatin Valley Highway corridor is bus rapid transit with stations at the general locations indicated on the attached map, operating between Beaverton Transit Center and 19th Avenue and B Street in Forest Grove. The route will generally follow the same alignment as TriMet's current Line 57 route.

TV Highway Transit and Safety Project

Locally Preferred Alternative Map

Approved by Project Steering Committee February 13, 2025



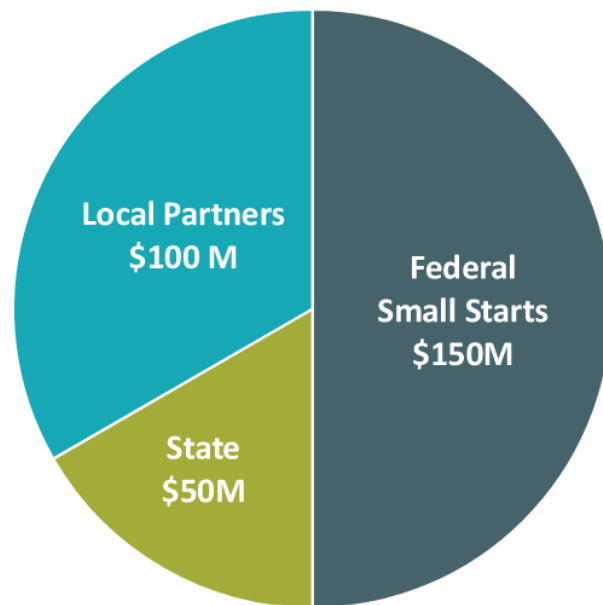
EXHIBIT B:
TV Highway: Steering Committee Approved Funding Strategy

On February 13, 2025, the TV Highway Transit and Safety Project Steering Committee voted to approve a funding strategy to secure local, regional, state and federal funding for the project.

The Project is estimated to cost approximately \$300 million dollars and TriMet plans to request entry into the FTA CIG Small Starts program with the intent to request the maximum amount of funding currently available for program participants, \$149.9 million. Local and regional Project partners have agreed to work together to contribute approximately \$100M and the project is requesting \$50M in state funding. This combined \$150 million in local, regional and state funding will allow for critical investments in transit and safety throughout the corridor and leverage the federal investment through the Small Starts program.

Project Development funds, totaling approximately \$25 million, will be committed in summer 2025 through Intergovernmental Agreements between TriMet and the project partners.

Funding strategy



**Note: funding sources contingent upon jurisdiction/agency approval processes*

EXHIBIT C:
TV Highway: Project Development Funding and Staffing Plan

The overall Project funding strategy is summarized in **Exhibit B** as approved by the Steering Committee in February 2025. As defined in this Agreement and similar Agreements between all Project partners, the first portion of anticipated funding amounts for each of the partners is summarized below for the entry into Project Development.

Funding Source	Project Development	Construction
Regional	\$6 million	Construction amounts will be developed in coordination with Project partners and included in a future IGA.
TriMet	\$8.9 million	
ODOT/Legislature*		
Washington County	\$5.7 million	
Beaverton	\$1 million	
Hillsboro	\$3.4 million	
Cornelius	\$50,000	
Forest Grove	\$75,000	
Total	\$25.125 million	

*The Project is requesting a \$50 million allocation for construction funding from the Oregon Legislature during the 2025 legislative session.

If there are remaining PD funds after completing the required work described in this Agreement, any remaining committed funding would be used for the Project's Construction phase and the proportion of PD funds contributed by partners will be considered as Construction funding IGAs are developed.

Details for how to address any remaining funds after the overall Project is completed will be worked out in future Construction IGAs.

If at any point during PD a significant uncertainty in funding becomes evident, additional funds are needed, or anticipated funding sources are not forthcoming, all Project partners will work together to identify additional funding sources and determine appropriate milestones to pause the Project so that a consensus among all Project partners may be reached on how best to proceed. Resolution of this issue shall generally follow the process outlined in Article VIII – Issue Resolution, of this Agreement.

Monthly Progress Reports / Invoices. The City shall submit to TriMet, on a monthly basis, a progress report detailing with reasonable particularity the work performed under this Agreement. This spending will be tracked on the overall project budget managed by TriMet and shall be in a format as required for review and approved by the FTA and will be part of the match or over-match for the local matching funds portion of the project if applicable. FTA Cost Principles are described in 2 CFR §200.403.

As the roadway authority for portions of the Project, the City may seek reimbursement for staff time for the review and work towards approval of permits needed to construct the Project. Invoices for these reimbursements shall be submitted to TriMet on a monthly basis detailing with reasonable particularity the work performed under this Agreement. The spending shall be in the same format as in-kind contributions discussed above, but must be separated out for the invoice. TriMet shall pay the City the balance within thirty (30) days of receipt of a proper invoice. Invoices must be supported by current time sheets, supporting documentation for other costs included in the invoice, and a summary of activities performed for each month, or any other documentation reasonably required by TriMet and in compliance with FTA guidelines. The Project Managers shall review the invoices against the Work budget to provide real time cost tracking and budget management.

EXHIBIT D:
TV Highway: Project Development Work Plan

I. INTRODUCTION

This work plan is intended to guide Metro, TriMet, Oregon Department of Transportation (ODOT) and Participating Local Governments (collectively the Parties) through the Federal Transit Administration's Project Development phase of the TV Highway Transit and Safety Project (the Project).

The Project will identify, develop and construct a new high-capacity transit route for the TV Highway Corridor between Beaverton Transit Center and Forest Grove Transit Center and follow the same route as the current Line 57. The Project has the following phases:

1. Planning (2022-2025)
2. Project Development: Design, Environmental and Small Starts Rating (2025-2027)
3. Construction, Testing (2028-2030)
4. Operations and Revenue Service (2030 and beyond)

The Project Development Phase includes required deliverables that will be informed by Community, Technical and Policy & Budget Advisory Committees, including:

- Complete environmental approvals under the National Environmental Policy Act (NEPA)
- Preliminary engineering and design documents
- Development of materials necessary for a Small Starts rating by FTA and subsequent Small Starts Construction Grant application.

Additional details and preliminary commitments for the Project Development Phase are included in **Exhibit C**, (the Guiding Principles). Definitions and expectations for each of the committees are defined there.

II. PROJECT DEVELOPMENT DELIVERABLES AND SCHEDULE

- A. Environmental Approvals under NEPA (Fall 2025 — late 2026)
 - a. Purpose and Need
 - b. Class-of-Action consultation, coordination, and determination
 - c. NEPA assessment and findings, including traffic, SEE analysis, and public engagement (intended to culminate in a Finding of No Significant Impact, FONSI)
- B. Preliminary Engineering and Design (Summer 2025 — 2027). Assuming the required NEPA class of action results in an Environmental Assessment (EA) the design steps would be the following (to be adjusted if a Documented Categorical Exclusion (DCE) or other action is determined appropriate). At each design step listed below an official project cost estimate shall be prepared that documents the total anticipated construction cost in year of expenditure dollars:
 - a. "15%" design (expected to be the result of incorporating comments and adjustments to LPA Plan Set)
 - b. "30%" design (generally a typical design level for interim review)

- c. "60%" design (expected to be the plan set used for cost estimation and negotiation of Construction Grant Agreement with FTA)
- C. Draft Finance Plan
- D. Update to the Regional Transportation Plan and related policy elements
- E. Development of initial Small Starts application for rating and subsequent Small Starts Construction Grant Application
- F. Final Design and Construction Documents (Late 2026 – Late 2027). At each design step listed below an official project cost estimate shall be prepared that documents the total anticipated construction cost in year of expenditure dollars:
 - a. "90%" design
 - b. "Issued for Construction" (IFC) Plan Set, including specifications and special provisions

III. PROJECT DEVELOPMENT ROLES AND RESPONSIBILITIES

Metro: Metro's responsibilities during Project Development are summarized below:

- FTA Coordination on NEPA
- Environmental approvals under NEPA
- Public Engagement support
- Transportation analysis
- Support Small Starts application materials for rating and Grant Agreement submittals
- Update the Regional Transportation Plan
- Support Parties' coordination, decision making and issue resolution

TriMet: As the transit agency, TriMet is responsible for design, construction and operations of the project. TriMet will be responsible for the design/engineering and cost estimating design options as well as lead author of all Small Starts materials submitted for rating and construction grant application. TriMet's responsibilities during Project Development are summarized below:

- Project Management
- FTA lead on Project Development and Small Starts Grant Application
- Engineering and Design
- Finance Plan
- Public Engagement
- Technical review of environmental analysis
- Parties coordination and issue resolution
- Development of Small Starts application materials for rating and Grant Application
- Assess and determine preferred construction delivery method and coordinate procurement of contractor for construction

ODOT: The Oregon Department of Transportation is the state agency responsible for state transportation, and owns and maintains OR-8 (TV Highway), a state highway facility. The project corridor runs along OR-8 from Lombard Street in the eastern end of the corridor to the intersection to where OR-8 intersects with OR-47. ODOT's responsibilities are summarized below:

- Technical and Policy & Budget Committee participation
- Parties' issues resolution
- Transportation analysis support
- Support Public Engagement Plan
- Technical review
- Permitting review and working towards approvals as required by ODOT. The Project alignment east of Quince Street is primarily owned and operated by ODOT and they will serve as the permitting authority.

Forest Grove: The City of Forest Grove owns and maintains the western portion of the corridor from where Pacific Avenue intersects OR-47 to the terminus at B Street and 19th Ave along the Pacific Avenue (westbound) and 19th Avenue (eastbound) couplet. City of Forest Grove's responsibilities are summarized below:

- Technical and Policy & Budget Committee participation
- Parties' issues resolution
- Transportation analysis support
- Support Public Engagement Plan
- Technical review
- Permitting review and working towards approvals as required by the City of Forest Grove. The Project alignment west of Quince Street is owned and operated by the City of Forest Grove and they will serve as the permitting authority. Potential changes to the Forest Grove Transit Center (also known as B Street Terminus) may require additional permitting and planning review.

City of Hillsboro: City of Hillsboro's responsibilities are summarized below:

- Technical and Policy & Budget Committee participation
- Parties' issues resolution
- Transportation analysis support
- Support Public Engagement Plan, including review to ensure compliance with City of Hillsboro's Equity Toolkit and Community Engagement Framework for project communications related to stations located in the City of Hillsboro
- Technical review
- Permitting review and working towards approvals as required by the City of Hillsboro. Portions of the Project alignment as it travels to the Hillsboro Transit Center will include work done on local streets; this includes preliminary stops at Dennis Street and Washington Street. City of Hillsboro will serve as the permitting authority for these locations.

Washington County: Washington County's responsibilities are summarized below:

- Technical and Policy & Budget Committee participation
- Parties' issues resolution
- Transportation analysis support, including but not limited to providing existing data or relevant plans, advising on analysis methodology, etc.
- Support Public Engagement Plan

- Technical review
- Permitting review and working towards approvals as required by Washington County for intersections with County roads and through the unincorporated areas of the County.

City of Beaverton: City of Beaverton's responsibilities are summarized below:

- Technical and Policy & Budget Committee participation
- Parties' issues resolution
- Transportation analysis support
- Support Public Engagement Plan
- Technical review
- Permitting review and working towards approvals as required by Beaverton for sidewalk segments owned and maintained by the City.

City of Cornelius: City of Cornelius's responsibilities are summarized below:

- Technical and Policy & Budget Committee participation
- Parties' issues resolution
- Transportation analysis support
- Support Public Engagement Plan
- Technical review
- Permitting review and working towards approvals as required by Cornelius for sidewalk segments owned and maintained by the City.

Consultants will be used to supplement study staff in key areas:

- Transit design/engineering
- Financial plan and assistance
- Environmental analysis, including the SEE analysis and preparation of NEPA documentation
- Transportation analysis, including traffic analysis, planning, and mitigation
- Public Engagement support
- Small Starts Application

EXHIBIT E:
TV Highway Transit and Safety Project Guiding Principles

As the Project advances towards implementation, TriMet, Metro, Oregon Department of Transportation and local jurisdiction partners Cornelius, Beaverton, Forest Grove, Hillsboro, and Washington County recognize the importance of continued collaboration to effectively engage with community members, minimize impacts to adjacent businesses, and enhance economic opportunity, while bringing improved transit service to a busy corridor.

The Parties agree to these Project Guiding Principles:

- develop funding commitments; and
- collect community feedback and provide ongoing business support; and
- enhance opportunities for small business contracting & workforce training and hiring; and
- ensure multijurisdictional collaboration.—

The Guiding Principles serve to document and memorialize preliminary commitments from TriMet to jurisdictional partners as the Project moves into the design and construction phases. They will be referenced for the development of the scope and production of deliverables summarized in the Work Plan. The Guiding Principles are described in more detail below.

Develop Funding Commitments:

TriMet staff will continue to collaborate with partner staff to memorialize Project Development and Construction funding commitments and document those commitments in future funding IGAs and/or amendments to this one. Expected funding commitments will be clearly identified and communicated amongst all project partners.

Collect Community Feedback and Provide Ongoing Business Support:

Feedback on Project Development and design shall be focused on discrete areas: curb ramps, traffic signals, stations (platforms and improved crossings) and reconstruction at a few major intersections.

In anticipation of the Project's entry to the Federal Transit Administration's (FTA's) Project Development Phase, TriMet will initiate a public outreach program to share plans and gather community feedback, including establishing and continuing relationships with businesses adjacent to construction areas. TriMet staff will regularly engage with community groups and neighborhood and business associations, and maintain an online presence to provide information and opportunities for public comment.

TriMet Community Affairs Coordinators will interact with community members and Project staff, focusing on businesses adjacent to future construction areas, and serving as the single point of contact for businesses with Project-related concerns. Community Affairs Coordinators also

will provide language translation and interpretation, and seek to communicate with individuals in their preferred language and format (e.g., verbal, written, email).

During the PD phase, TriMet Community Affairs staff will gather information to guide design (including existing driveways, parking, landscaping, etc.) and construction planning (including access needs, hours of business, noise or vibration concerns, etc.). To the extent practicable within the Project scope and budget, comments from businesses, property owners, residents and jurisdictional partners will be incorporated into the Project's design.

In connection with the Project's entry to FTA's Project Development Phase, TriMet will also establish a Community Advisory Committee (CAC) of key stakeholders. The CAC will consist of 10-20 members who represent diverse perspectives and identities within the Project corridor, including residents, businesses and property owners; community, business and neighborhood organizations; individuals with disabilities; and representatives who ride transit along the route. The CAC application process will follow TriMet's standard process for advisory committee recruitment. The goal is for each of the jurisdictional partners to have at least one member from their community represented on the CAC.

The CAC will hold approximately four to six public meetings per year with shared agenda-setting to advise the project team on project design, station platform locations, community outreach activities, and development of other Project elements. These meetings will allow opportunities for communication between community representatives and Project staff, and will include opportunity for public comment. One member of the CAC will serve on the Project Policy & Budget (P&B) Committee to represent the voice of the CAC in discussions with elected officials and agency leaders.

Enhance Opportunities for Small Business Contracting & Workforce Training and Hiring:

This Guiding Principle is intended to enhance opportunities for businesses certified by Oregon's Certification office for Business Inclusion and Diversity (COBID) as Small Business Enterprises (SBE) and as federally identified Disadvantaged Business Enterprises (DBE) to participate in the Project. Through this Project, TriMet is committed to expanding the opportunities, presence and capacity for all small businesses in the local area. In addition, TriMet encourages the use of apprentices for its Workforce Hiring & Training program on its construction projects.

Continuing this successful model on the Project, TriMet's contracting method will aim to encourage the hiring of SBE/DBE certified contractors. TriMet will conduct targeted outreach in the Project corridor and encourage apprenticeships and opportunities for living wage jobs for those entering the construction trades. TriMet will also contact DBE/SBE within the corridor and host events to introduce subcontractors to prime contractors.

Ensure Multijurisdictional Collaboration:

In addition to the CAC, two additional committees will be formed and comprised of jurisdictional staff. Partners will work together through these groups to inform the Project.

Technical Advisory Committee:

TriMet will convene a Technical Advisory Committee (TAC) to foster continued jurisdictional collaboration on the Project. The TAC will include two or three jurisdictional staff representatives, as deemed appropriate by each jurisdictional partner. The TAC will provide opportunities for information sharing among jurisdictional partners and Project staff. The TAC will be convened in two formats: Working Groups and Corridor Wide Design Milestone Sessions. Working Group meetings will be approximately every week, with jurisdictional partners rotating each week for focused discussions. TriMet, Metro, Washington County, and ODOT will be at each meeting. These meetings may reduce in frequency after reaching the 60%/NEPA milestone but will follow the same rotating format. In addition to the Working Group meetings, there will be Corridor Wide Design Milestone Sessions at the beginning of the Project Development stage and at the 15%, 30%, 60%, and 90% design milestones. These will be in advance of the submittals and review periods and will be an opportunity for the Project team to summarize what has been done to date and what will be submitted. This will help set the framework for the type of comments being solicited and an opportunity for all partners to learn about corridor wide discussions.

Policy and Budget Committee:

TriMet will convene a Policy & Budget (P&B) Committee consisting of one elected/executive from each jurisdictional partner agency and one member of the CAC. The Committee will inform TriMet's design and delivery of the Project. The Committee will also advise the relevant road authorities about changes in their rights of way, such as intersection reconstruction. The Committee also will serve as a public forum for the Project team to provide Project updates, public engagement and CAC updates, and opportunities for jurisdictional partners and CAC leadership to collaborate and provide advice. The Committee will meet at the beginning of the Project Development stage and at the 15%, 30%, 60%, and 90% design milestones.



TV HIGHWAY BUS RAPID TRANSIT PROJECT INTERGOVERNMENTAL AGREEMENT RESOLUTION

Bryan Pohl | Community Development Director

Dan Riordan | Senior Planner

City Council Meeting 6|9|25

BACKGROUND

2

On May 12, 2025, City Council approved Resolution 2025-17 endorsing a Locally Preferred Alternative (LPA) for the TV Highway Bus Rapid Transit Project (Project)*.

Approval of the LPA resolution provided a basis for advancing the Project into the next phase called Project Development (PD).

Now that the LPA is approved TriMet is asking that each partner jurisdiction adopt a resolution approving an Intergovernmental Agreement (IGA) for PD.

****The IGA refers to the Project as the TV Highway Transit and Safety Project.***

RESOLUTION PURPOSE

3

If the resolution is adopted the City Manager will have authorization to sign the IGA on the City's behalf.

Adopting the resolution also indicates that City Council consents to the IGA terms.

IGA OVERVIEW

4

The IGA describes obligations for both the City and TriMet during the PD Project phase.

TriMet's obligations include:

- ✓ **Project management as the lead agency, partner coordination and process for resolving issues.**
- ✓ **Complete work products required for a federal Small Starts Capital Investment Grant application through the Federal Transit Administration.**
- ✓ **Reviewing consultant work related to civil engineering drawings and environmental reviews.**

IGA OVERVIEW

5

TriMet Obligations (continued):

- ✓ **Lead public engagement efforts.**
- ✓ **Coordinating project partners and issue resolution.**
- ✓ **Coordinate selection of contractor for construction.**

IGA OVERVIEW

6

The City's Obligations include:

- ✓ **Cash Contribution: \$75,000 (\$25,000 Fiscal Year 2026 & \$50,000 Fiscal Year 2027). The source of funds for the cash contribution is Transportation Development Tax (TDT) revenue.**
- ✓ **In-Kind Support (City Staff Support): \$27,640 for 227 hours of staff support during the two fiscal years. The source of funds of in-kind support is the General Fund and is included in the Personal Services budget for the Planning Division.**

IGA OVERVIEW

7

City Obligations (continued):

- ✓ **Participate on advisory committees.**
- ✓ **Support public engagement efforts.**
- ✓ **Review technical documents and civil engineering drawings.**
- ✓ **Permitting approvals for work in City right-of-way. Tri Met will reimburse the City for processing permits in the approximate estimated amount of \$5,000.**

IGA OVERVIEW

8

- ✓ **The IGA includes standard conditions for project accounting, issue resolution, indemnification, agreement termination, and notification.**

- ✓ **The IGA also includes several exhibits:**
 - ✓ **Exhibit A: Project Description and Map**
 - ✓ **Exhibit B: Overall Project Funding Strategy**
 - ✓ **Exhibit C: Project Development Funding and Staffing Plan**
 - ✓ **Exhibit D: Project Development Work Plan**
 - ✓ **Exhibit E: TV Highway Transit and Safety Project Guiding Principles**

IGA OVERVIEW

Exhibit A: Project Description and Map

Tualatin Valley Highway Transit and Safety Project Locally Preferred Alternative (LPA) Description

On February 13, 2025, the TV Highway Steering Committee recommended the TV Highway Transit and Safety Project Locally Preferred Alternative (LPA). The recommended LPA for high-capacity transit in the Tualatin Valley Highway corridor is bus rapid transit with stations at the general locations indicated on the attached map, operating between Beaverton Transit Center and 19th Avenue and B Street in Forest Grove. The route will generally follow the same alignment as TriMet's current Line 57 route.



IGA OVERVIEWS

1
0

Exhibit B: Project Funding Strategy

- ✓ **Total estimated project cost: \$300 million.**
- ✓ **Funding Source: Federal Transit Administration Capital Investment Grant Small Starts Program.**
- ✓ **Total Local and Regional Match: \$100 million.**
- ✓ **Total State Match: \$50 million.**

IGA OVERVIEW

Exhibit C: Project Development Funding and Staffing Plan:

Funding Source	Project Development	Construction
Regional	\$6 million	Construction amounts will be developed in coordination with project partners and included in a future IGA.
TriMet	\$8.9 million	
ODOT/Legislature*		
Washington County	\$5.7 million	
Beaverton	\$1 million	
Hillsboro	\$3.4 million	
Cornelius	\$50,000	
Forest Grove	\$75,000	
Total	\$25.125 million	

**** The Project is requesting a \$50 million allocation for construction funding from the Oregon legislature during the 2025 legislative session***

IGA OVERVIEW

1
2

Exhibit D: Project Development Work Plan

- ✓ **Exhibit D describes the work products to be completed during the PD phase, PD schedule, and description of partner roles and responsibilities.**
- ✓ **PD work products include environmental review and approvals, engineering and design documents, finance plan, Regional Transportation Plan update, and federal grant application.**
- ✓ **PD is expected to take two years with completion in late-2027.**
- ✓ **Partner roles and responsibilities include participating on advisory committees, supporting public engagement, reviewing work products and issuing permits for work in the public right-of-way.**

IGA OVERVIEW

1
3

Exhibit E: Project Guiding Principles

- ✓ **Implement funding commitments.**
- ✓ **Collect community feedback and provide ongoing business support.**
- ✓ **Enhance opportunities for small business contracting and workforce training and hiring.**
- ✓ **Ensure multijurisdictional coordination.**

IGA REVIEW

1
4

- ✓ **The IGA has gone through several reviews by each partner jurisdiction.**
- ✓ **The IGA was provided to the City Attorney for review.**
- ✓ **TriMet has been very receptive to suggested changes requested by partner jurisdictions intended to clarify IGA terms and obligations.**

STAFF RECOMMENDATION

15

Staff recommends that the City Council approve the resolution granting authority to the City Manager to enter into an IGA with TriMet related to project development, funding and staffing for the TV Highway Transit and Safety Project.

QUESTIONS?