



CITY COUNCIL MEETING
Monday, July 14, 2025
Community Auditorium, 1915 Main Street

Malynda Wenzl, Mayor

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

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

[TVCTV Livestream](#)

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

COMMUNITY ENHANCEMENT PROGRAM COMMITTEE MEETING – 5:30

See separate agenda.

CITY COUNCIL WORK SESSION

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

6:15 Historic Landmarks Board Joint Work Session: Downtown Historic Design Standards & Guidelines

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

CITY COUNCIL MEETING

A. 7:00 Call to Order

1. Roll Call
2. Land Acknowledgement
3. Pledge of Allegiance
4. Purple Heart Day 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. Building Activity Report - June 2025
2. Tourism Event Sponsorship Awards
3. Liquor License Change
4. **RESOLUTION 2025-47 CONSENTING TO BOARD AND COMMISSION APPOINTMENTS TO CITY ADVISORY BOARDS, COMMITTEES AND COMMISSIONS**

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 Forest Grove Senior & Community Center Update**
Maria Caballero Rubio, Centro Cultural Executive Director
2. **7:30 Business Development Center Update**
Claudia Yakos, Chamber of Commerce Executive Director

F. Public Hearings, Ordinances, and Resolutions

1. **7:45 RESOLUTION 2025-43 ADOPTING THE FOREST GROVE FORWARD 2040 VISION PLAN**
Staff: Stephanie Fleischer, Communications and Programs Manager
2. **7:55 RESOLUTION 2025-44 AUTHORIZING THE CITY MANAGER TO APPLY FOR A HOUSING PLANNING ASSISTANCE GRANT FROM THE OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT**
Staff: Bryan Pohl, Community Development Director; Daniel Riordan, Senior Planner
3. **8:00 RESOLUTION 2025-45 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION FOR GRANT FUNDING OF THE TUALATIN VALLEY HIGHWAY ACCESS MANAGEMENT IMPLEMENTATION STRATEGY**
Staff: Bryan Pohl, Community Development Director; Daniel Riordan, Senior Planner

4. 8:10 **RESOLUTION 2025-46 EXTENDING THE TERM OF THE CABLE TELEVISION FRANCHISE WITH COMCAST OF OREGON II, INC. TO ENABLE THE METROPOLITAN AREA COMMUNICATIONS COMMISSION TO COMPLETE THE INFORMAL RENEWAL PROCESS**

Staff: Paul Downey, Assistant City Manager/Finance Director

G. 8:15 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. 8:40 Adjournment

CITY COUNCIL WORK SESSION

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

8:45 Food and Beverage Policy

Staff: Mariah Woods, City Recorder; Jesse VanderZanden, City Manager

URBAN RENEWAL AGENCY MEETING – 9:15

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



HLB Joint Work Session: Historic Downtown Design Standards & Guidelines

Bryan Pohl | Community Development Director

Matt Johnson | Senior Planner

City Council Meeting 7/14/25

PURPOSE

2

Reach consensus on common objectives for the Downtown Historic District standards and guidelines.

Support Council goals of addressing long-term growth, support housing, and economic stability.

FOREST GROVE FORWARD

3

Envision a thriving, inclusive community with a vibrant downtown

- Explore exterior and architectural design standards to create visual identity.
- Revitalize downtown and promote foot traffic.

Community visioning- What is most liked about Forest Grove? What should be preserved for the future?

- 43% of respondents said “size of the community/small town feel”.
- 7% of respondents said “downtown/local businesses”.
- 5% of respondents said “historic preservation”.

HISTORIC DISTRICTS

4

Historic Districts are intended to preserve and maintain the character of the historic buildings in Forest Grove. They reinforce and protect the defining features of the historic districts and define those visual elements which are common to the district as well as the qualities unique to the community.

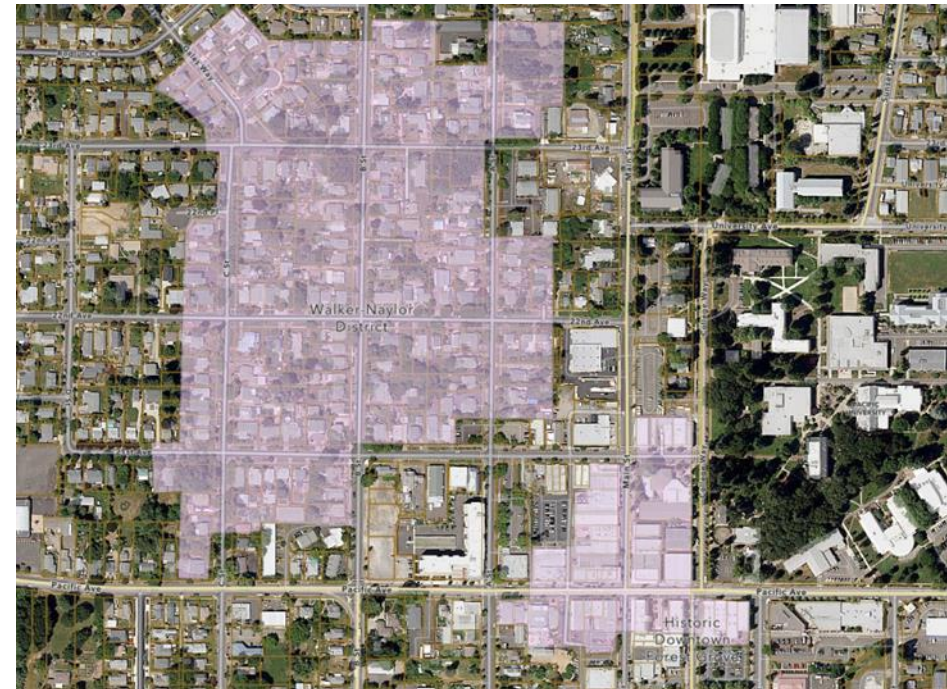
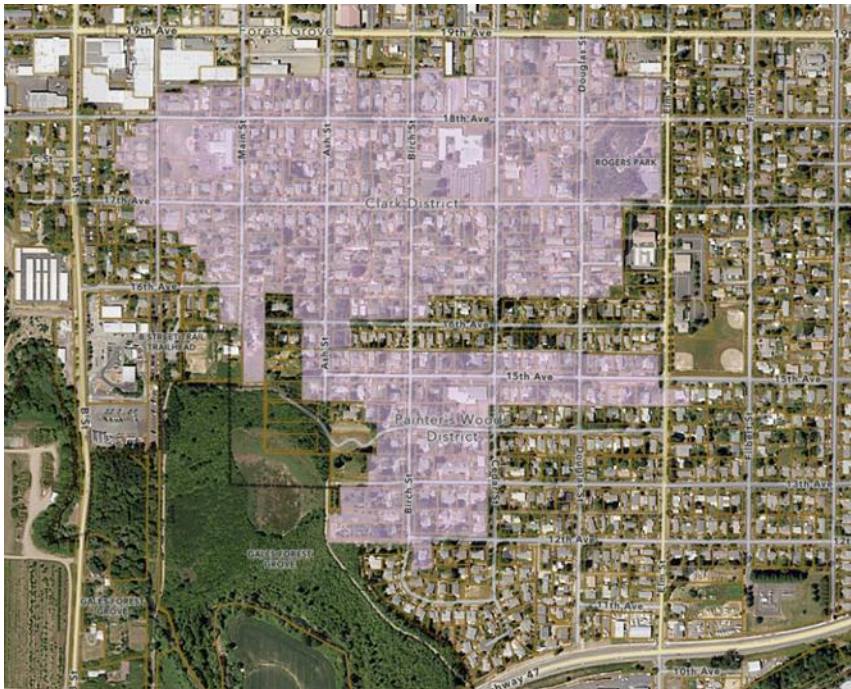
They do this through by establishing standards and guidelines that are implemented in the Development Code.



HISTORIC DISTRICTS

The City contains four districts: (Clark District 2002, Painter's Woods 2009, Walker-Naylor 2011, Downtown 2020)

The City adopted guidelines and standards for the three residential districts, May 11, 2015.



DOWNTOWN HISTORIC DISTRICT

6

The Downtown Historic District was created in 2020, and it is comprised of 47 tax lots.

The City aims to adopt standards & guidelines in 2026.



BASE ZONING VS. OVERLAY DISTRICT

7

The base zoning district (ex- Town Center Core- “TCC”) sets the primary rules for how land can be used and developed, and includes standards like building height, setbacks, density, permitted uses, etc.

BASE ZONING VS. OVERLAY DISTRICT

8

An overlay district adds an extra layer of standards or allowances on top of the base zone to address specific goals such as historic preservation, flood regulations, design enhancements, etc.

Overlay districts do not replace the base zones but supplement them in targeted areas.

City review is triggered with the submittal of a building permit application.

Regulate aesthetics within the overlay only – base zone still applies (building height, setbacks, density, permitted uses, etc.)

A HISTORIC OVERLAY DISTRICT DOES NOT:

9

-
- **It does not restrict interior changes or exterior changes that are not visible from the street- It only regulates exterior improvements that are visible from the street.**
 - **It does not regulate the way land is used.**
 - **It does not regulate density/ units per acre.**
 - **It does not “freeze” properties in time.**
 - **It does not prevent demolition.**
 - **It does not prevent property owner maintenance and repairs.**

BASE ZONING VS. OVERLAY DISTRICT EXAMPLE

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A person seeks to build a mixed-use structure on a vacant lot in the Town Center Core (TCC) zone, outside of the Historic District.

Without historic district standards:

- **The project would be required to have a minimum of 2 stories with a maximum of 4 stories and must be built along at least 80% of the primary building frontage.**
- **It could not exceed a maximum of 40 dwelling units per acre.**
- **It would require building setbacks to locate a building near the street (0'-15').**
- **It would require first floor store fronts to appear open, inviting, and engaging to the pedestrian.**
- **It would require signage to be architecturally compatible with and contribute to the visual quality of downtown.**

BASE ZONING VS. OVERLAY DISTRICT EXAMPLE

1
1

A person seeks to build a mixed-use structure on a vacant lot in the Town Center Core (TCC) zone, within the historic district.

With historic district standards:

- **The project would be subject to all the base zone regulations previously mentioned; AND, may include additional standards such as:**
- **0' setbacks- or matching adjacent building setbacks.**
- **Require more than an 80% build out of the building fronting the primary façade.**
- **It could list prohibited building materials and styles of development that are not historically relevant, hardie-board, corrugated metal, reflective glass.**
- **It could require the front facing building façade design to consider the “rhythm” and “visual continuity” of surrounding examples with a strong architectural tradition of repeating parts.**

APPLICATION OF STANDARDS AND GUIDELINES

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Only the exterior portions visible to the public, which includes new construction, additions, and exterior renovation of existing buildings shall comply with the standards and guidelines.

Inclusive of all properties: contributing and non-contributing.

New development is subject to the standards, as well as existing development.

STANDARDS VS GUIDELINES

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Standards

- **Standards are the clear and objective standards for proposed project design, subject to administrative review to the design standards. The application of these standards are unambiguous in terms of review. If the project proposes to meet all the standards, it is reviewed and approved by staff.**

Guidelines

- **Guidelines allow for flexibility in the project design. The application of guidelines are more loose and less specific than the standards. Guidelines allow the project design to vary from standards while keeping with the overall intent of those standards. If the project chooses compliance through the guidelines, it is considered by the HLB. All HLB decisions are appealable to Council.**

The applicant chooses their path to compliance.

EXAMPLE STANDARDS VS GUIDELINES

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Forest Grove Residential Design Standards (*Porches*)

- **Front porches on historic buildings may not be enclosed, must have street access, and must be a minimum of 16 square feet.**
- **New exterior stairs are allowed for ground floor entrances only.**
- **Materials Not Allowed:**
 - **Exposed Structure:** steel stair members, steel and concrete types of stairs.
 - **Enclosure Members:** cable, glass, or vinyl.
 - **Roofing:** metal roofs.

Forest Grove Residential Design Guidelines (*Porches*)

- **The use of porches should be compatible with that of surrounding historic buildings, and consistent with the building's architecture. If the nearby houses have porches, consider designing the new building with a porch that is compatible in style and scale, or if the nearby houses are of a vintage where porches were not included, the new building should be designed without a front porch, or with one that is modest and does not draw attention to itself or defines the main entry otherwise.**

EXAMPLE STANDARDS VS GUIDELINES

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Forest Grove Residential Design Standards (Windows)

- Original openings on visible sides of historic buildings shall be retained.
- New main and upper-level window or door openings on front or visible sides of historic buildings are not allowed.
- Windows and doors on new buildings shall be appropriate to the style of the building and as found on historic buildings on the block face. This includes their design, materials, pattern, grouping, and configuration. Not allowed: Vertically asymmetric, individual window division or configuration.
- New window types and materials not allowed: At front facing or visible sides: Sliding glass units, glass block, vinyl, fiber glass, between glass grids, commercial type windows.

Forest Grove Residential Design Guidelines (Windows)

- Avoid removing a historic window and blocking the opening or replacing it with a new window that conveys a completely different appearance.

TYPICAL STANDARDS AND GUIDELINES FOR A HISTORIC DOWNTOWN

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Building Characteristics:

- Building alignment
- Horizontal organization
- Rhythm and visual continuity
- Roof shape



TYPICAL STANDARDS AND GUIDELINES FOR A HISTORIC DOWNTOWN

1
7

Building Components:

- Storefronts
- Entrances and doors
- Canopies and Awnings
- Upper floor windows
- Cornices and rooflines
- Building materials



PROCESS

1
8

1) Project Initiation

- Establish project scope and goals**
- Identify key stakeholders**

2) Hire Consultant

- Solicit planning/historic preservation consultants-confirm scope of services**

3) Research & Inventory

- Consultant conducts site analysis, property inventory, and review of existing conditions**
- Research best practices and precedent codes from other cities**
- Begin identifying character-defining features and historic patterns unique to the City.**

PROCESS

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4) Public Outreach

- Inform, invite, collect**

5) Draft Code Framework

- Consultant develops draft framework for standards and guidelines**
- Staff review and refinement**
- HLB work session (non-voting) review and refinement**

6) Formal Adoption Process

- HLB holds hearing and makes a recommendation to the Planning Commission**
- Planning Commission holds hearing and makes a recommendation to City Council**
- City Council considers formal adoption with two public hearings**

CONCLUSION AND QUESTIONS TO CONSIDER

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Before starting this process...

- **Questions about things we covered?**
- **Questions about the application of historic standards and guidelines?**
- **Is Council comfortable with the process?**
- **What are the central objectives for the Downtown Historic District, in terms of the way it looks and feels?**
- **What are some concerns about potential standards and guidelines?**
- **What does success look like?**



PROCLAMATION

WHEREAS, the Purple Heart is the oldest military award of the United States, established in 1782 by George Washington as the Badge of Military Merit; and

WHEREAS, the Purple Heart stands unique in its democratic spirit, paying tribute to the valorous without prejudice to rank or social distinction, thus embodying the highest ideals of our nation, and serving as a perpetual reminder of the courage, sacrifice, and dedication of our military men and women, both past and present; and

WHEREAS, Forest Grove has a large, highly decorated veteran population, including many Purple Heart recipients; and

WHEREAS, this year marks the 10th anniversary of Forest Grove's proclamation as a Purple Heart City; and

WHEREAS, Forest Grove appreciates the sacrifices our Purple Heart recipients have made in defending our freedoms and believes it is important that we acknowledge them for their courage and show them the honor and support they have earned.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST GROVE DOES HEREBY PROCLAIM AUGUST 7, 2025 AS

Purple Heart Day

In Forest Grove, Oregon and encourages all citizens to show their appreciation for the sacrifices Purple Heart recipients have made in defending our freedoms, to acknowledge their courage, and to show them the honor and support they have earned.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Forest Grove, Oregon, to be affixed this 14th day of July, 2025.

Malynda H. Wenzl, Mayor, City of Forest Grove



PROCLAMACIÓN

CONSIDERANDO QUE, el Corazón Púrpura es la condecoración militar más antigua de los Estados Unidos, establecida en 1782 por George Washington como la Insignia al Mérito Militar; y

CONSIDERANDO QUE, el Corazón Púrpura es único por su espíritu democrático, ya que rinde homenaje a los valientes sin distinción de rango ni clase social, encarnando así los ideales más elevados de nuestra nación y sirviendo como un recordatorio perpetuo del coraje, sacrificio y dedicación de nuestros hombres y mujeres en las fuerzas armadas, tanto del pasado como del presente; y

CONSIDERANDO QUE, Forest Grove cuenta con una numerosa y altamente condecorada población de veteranos, incluidos muchos galardonados con el Corazón Púrpura; y

CONSIDERANDO QUE, este año se celebra el décimo aniversario de la proclamación de Forest Grove como una Ciudad del Corazón Púrpura; y

CONSIDERANDO QUE, Forest Grove valora los sacrificios que han hecho nuestros condecorados con el Corazón Púrpura en defensa de nuestras libertades y considera importante reconocer su valentía y brindarles el honor y el apoyo que se han ganado.

AHORA, POR TANTO, EL AYUNTAMIENTO DE LA CIUDAD DE FOREST GROVE PROCLAMA POR LA PRESENTE EL 7 DE AGOSTO DE 2025, COMO

Día del Corazón Púrpura

En Forest Grove, Oregon, y se alienta a todos los ciudadanos a mostrar su agradecimiento por los sacrificios que han hecho los condecorados con el Corazón Púrpura en defensa de nuestras libertades, a reconocer su valentía y a brindarles el honor y el apoyo que se han ganado.



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 14 de julio de 2025.

Malynda H. Wenzl, Alcaldesa, Ciudad de Forest Grove

Mariah Woods

From: noreply@civicplus.com
Sent: Monday, June 30, 2025 8:04 AM
To: City Councilors
Subject: Online Form Submittal: Contact City Council

Contact City Council

First Name	Katie
Last Name	Waterstreet
City	Forest Grove
State	Oregon
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	To Mr. Schimmel in response to your "Bridging Community Values and Recreation Policy" You stated "there are no new pool rental fees currently under formal consideration." Below is an email from Melissa Williams to our Water Polo program stating the increase in fees. Maybe this increase was adopted last year and is set to go in place, July 1, 2025 but there has been no transparency in upcoming fee changes at the pool and to rental fees until this email. ----- Forwarded message ----- From: Melissa Williams Date: Thu, Jun 26, 2025, 10:35 AM Subject: Kraken reservations To: Tabor Waterstreet , Tabor Waterstreet Cc: Sherri Mead I'm working on getting the dates you submitted booked. In

speaking with Sherri and in accordance with P&R policies we need to make sure we're all on the same page. The standard reservation policy is that all bookings of pool rentals require full payment at the time of the booking. We have allowed Kraken to pay in a different manner. We know you are working hard to secure sponsorships for these rentals but to ensure that if you plans change, we need to collect your payment at least two weeks ahead of each rental date in the off chance your plans change and you need to cancel, we have time to work on filling that rental spot with another party. Also, the new rental rate effective 7/1/25 will be \$210 for the two hour rental (1 hour private pool/1 hour classroom block). You listed Sept. 18th but that's not a Sunday so I'm thinking you meant the 28th? Let me know asap if that is accurate. Thank you for the help Tabor!

Also, we don't have Pacific Watersports schedule yet for August & Sept. Sherri indicated that we may need to discuss other options if their dates don't coincide with your rentals for that extra hour of time so we'll have to review these once we have more details from Laurie.

Melissa Williams | Admin. Specialist II

Parks & Recreation Department

503.992.3286

My office hours: Mon.-Thurs. 7am-5:30pm

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

Mariah Woods

From: noreply@civicplus.com
Sent: Wednesday, July 02, 2025 2:26 PM
To: City Councilors
Subject: Online Form Submittal: Contact City Council

Contact City Council

First Name	Mary
Last Name	Whitmore
City	Forest Grove
State	Oregon
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	SAFETY ON QUINCE formed from concerned seniors/disabled who live in Forest Villa, and use the 47/8 intersection daily or weekly. We found out April 26th when my hairdresser told me, "I'm moving!" I got the site plan from Dan Riordan's office (and Dan has helped us above and beyond the call of duty. WE ARE FACING GLOBAL CLIMATE CRISIS AND ARE SUPPOSED TO BE PHASING OUT FOSSIL FUELS! What was most alarming was the fact that two entrance/exits were planned for PACIFIC AND QUINCE, into an already deadly slip lane that drivers think is the Indianapolis Speedway. We've already had one hit and run accident there (small injuries). A 6-year-old boy was struck and killed in the Safeway pkg lot

12 days ago, adding urgency to our concerns.

We met with Dan, Brian, aNick, Neelam Dorman and another ODOT worker 6/13/25. We have them a survey our residents completed. We mainly wanted pedestrian-controlled flashing yellow lights, reconfiguration of the entrance/exits and even suggested a red light camera there.

We have 4 speed limits and a flashing left turn signal that puts late drivers crossing while we have a walk light signal!

I saw Tab Brown almost get killed crossing the slip lane to 47, with his e-trike!

Today, two corners were OUT OF ORDER while "wheelchair ramps" are built. So people just had to go back where they came from

We want a hearing so the people at Rose Grove Mobile Estates can offer their concerns

They are getting a new ped-activated crosswalk, which should slow traffic down.

It should be scheduled soon, because we are supposed to be meeting w ODOT in the next few days.

My number is a hotline, 360-914-8044. You can leave a message there.

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

Mariah Woods

From: City Club Forest Grove <cityclubofforestgrove@gmail.com>
Sent: Monday, July 07, 2025 4:08 PM
To: City Councilors
Cc: Miles Glowacki; Bryan Pohl
Subject: Main Street Report
Attachments: Forest Grove Main Street Assessment 2025_Response.docx.pdf

Dear Councilors,

I'm pleased to share the final Oregon Main Street Assessment report and the City Club's written response, which reflects the work we've been doing to align our downtown efforts with the Four-Point Main Street Approach.

This is provided simply for your awareness and to ensure transparency as the Main Street program continues to grow. We're not requesting feedback or input at this time, but hope this gives helpful insight into both the opportunities ahead and the strategic steps already underway. We have already engaged with Miles as our City Rep and Bryan Pohl.

We deeply appreciate the City's continued partnership in revitalizing downtown and supporting the vision shared by our community.

Thank you,

The City Club of Forest Grove

[Check out our new Community Calendar](#)

[Become a MEMBER to support downtown improvements, events, enhancements, preservation and take advantage of membership perks. Let's Grow Together.](#)

Mariah Woods

From: noreply@civicplus.com
Sent: Tuesday, July 08, 2025 12:48 PM
To: City Councilors
Subject: Online Form Submittal: Contact City Council

Contact City Council

First Name	MARY
Last Name	WHITMORE
City	FOREST GROVE
State	OR
Zip	97116
Email	
Whom would you like to contact?	Entire Forest Grove City Council (Includes Mayor Wenzl)
Would you like a response?	Yes
Question / Comment	I contacted Henry today about the dangerous situation at 8/47. We've already asked you for a hearing on the pedestrian danger at this intersection. We're in talks with ODOT and the FG Planning Dept. We are supposed to have a follow-up meeting, but Neelam Dorman is on vacation, so that's on hold. On June 13th we gave them a survey by our commlttee SAFETY ON QUINCE, WITH A LIST OF PEDESTRIAN CONTROLS WE FEEL WE NEED. NOW WE HAVE AN URGENT SITUATION AT THIS INTERSECTION. Two crosswalks are out of order, making it impossible to cross from "my corner" near Forest Villa (Northeast corner) to catch the eastbound 57 AND it's impossible to cross Quince from my corner to the northwest corner, to catch the 57 westbound bus. PLEASE ADVISE Mary Whitmore



People are completely confused and clueless as to what to do.
They end up waving wildly at cars to signal they are crossing--
it's just a MESS.

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

Mariah Woods

From: noreply@civicplus.com
Sent: Wednesday, July 09, 2025 1:10 PM
To: City Councilors
Subject: Online Form Submittal: Contact City Council

Contact City Council

First Name	Cary
Last Name	Hoffer
City	Albany
State	Or
Zip	97321
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 live in Albany and am part of the North Albany Neighborhood association. We have been against HB-2138 for many of the reasons you are, and I wondering if you would be interested in working together to oppose this bill via a class- action suite, Attached is additional information for your reference-If interested, please let me know. If you have additional questions, also, please let me know. I have reached out to several law firms and awaiting feedback. If you know of any, I would love to hear about them. Thank you for your time.

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

Monthly Building Activity Report

June-25

2024-2025

Category	Period: # of Permits	June-24 Value	Period: # of Permits	June-25 Value
Man. Home Setup	1		3	
Res 1 & 2 Family New	12	\$5,225,200	11	\$4,690,485
SFR Addition & Alt/Repair	2	\$119,699	4	\$291,781
MultiFamily New				
MultiFamily Alteration/Repair				
Group Care Facility				
Commercial New			1	\$21,490
Commerical Addition			1	\$2,250,000
Commercial Alt/Repair	1	\$6,500	12	\$7,721,416
Industrial New				
Industrial Addition				
Industrial Alt/Repair				
Gov/Pub/Inst (new/add)				
Signs	1		5	
Grading			4	
Demolitions				
Total	17	\$5,351,399	41	\$14,975,172

Fiscal Year-to-Date

2023-2024		2024-2025	
Permits	Value	Permits	Value
249	\$46,778,581	350	\$192,046,258



A place where families and businesses thrive.

CITY RECORDER USE ONLY:

AGENDA ITEM #: _____

MEETING DATE: _____

FINAL ACTION: _____

CITY COUNCIL STAFF MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

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

MEETING DATE: *July 14, 2025*

SUBJECT TITLE: *Tourism Event Sponsorship Awards*

ACTION REQUESTED:

☐ Ordinance

☐ Order

☐ Resolution

☒ X

☐ Motion

☐ Informational

X all that apply

BACKGROUND:

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

The Tourism Events Sponsorship Program allows groups to apply for up to \$5,000 in sponsorship funding. In exchange for funding, the event organizer must publicize the event and ensure the city receives recognition as a sponsor in marketing materials including social media, the website, flyers, and announcements. Sponsorship awards are placed on the Consent Agenda for approval by the City Council. The Program is currently funded at \$40,000 for FY 25-26.

The purpose of the Tourism Event Sponsorship Program is to provide financial assistance to events that directly contribute to the growth, development, and promotion of tourism to increase overnight lodging stays in the City of Forest Grove. The program is open to all businesses and non-profits located in Forest Grove. Staff have reviewed the applications to ensure they meet the goals and criteria of the program.

SUMMARY:

Event:	Organizer:	Staff Recommendation:	Amount
Chalk Art Festival	Valley Arts	Approve	\$4,000

Chalk Art Festival

People from the Pacific NW will come together to spend the day creating art on the sidewalk. This event is open to the public and brings together people of all ages, cultures, backgrounds, and skill levels. The chalk art festival allows everyone, and people from other locations, the opportunity to see what Forest Grove has to offer with this inclusive, friendly venue. The festival is one of Forest Grove's big events of the year, and people from all over the state and beyond come to enjoy it. Valley Art will also have several featured artists participating, and the event will include entertainment, including local musicians and a balloon artist. The event is free to everyone who just wants to listen to the music or stroll along and view all the artistic works on the sidewalk. If you want to participate in drawing on a sidewalk square, there is a small fee. Participants will receive an assigned sidewalk square and a box of chalk. Proceeds from the event are used for scholarships at Valley Art, plus there is a scholarship through the Forest Grove High School available for those who meet the criteria and wish to further their education at the college level. Lastly, any remaining proceeds go towards the mission of Valley Art, which is a non-profit organization. Food and beverages will be available from local restaurants and street vendors. This event is an opportunity to showcase Forest Grove in art and community. Products and merchandise sales will be available in the store, but are not required for the event.

STAFF RECOMMENDATION:

Approve sponsorship for the Chalk Art Festival for \$4,000

FISCAL IMPACT:

\$4,000 from the TLT fund.

ATTACHMENT(s):

- Chalk Art Festival Sponsorship Application

Tourism Sponsorship Applications: July 14, 2025

Event Name: Annual Chalk Art Festival

Event Date(s): Sep. 20, 2025

Event Location: Downtown

Organization: Valley Art

Requested Funding Amount: \$4,000

Event Hours: 8:00 a.m. – 5:00 p.m.

Expected Number of Attendees: 1000

Describe the Event:

People from the Pacific NW will come together to spend the day creating art on the sidewalk. This event is open to the public and brings together people of all ages, cultures, backgrounds, and skill levels. The chalk art festival allows everyone, and people from other locations, the opportunity to see what Forest Grove has to offer with this inclusive friendly venue. The festival is one of Forest Grove's big events of the year, and people from all over the state and beyond come to enjoy it. Valley Art will also have several featured artists participating, and the event will include entertainment including local musicians, and a balloon artist. The event is free to everyone who just wants to listen to the music or stroll along and view all the artistic works on the sidewalk. If you want to participate in drawing on a sidewalk square - there is a small fee. Participants will receive an assigned sidewalk square and a box of chalk. Proceeds from the event are used for scholarships at Valley Art plus there is a scholarship through the Forest Grove High School available for those who meet the criteria and wish to further their education at the college level. Lastly, any remaining proceeds go towards the mission of Valley Art, which is a non-profit organization. Food and beverage will be available from local restaurants and street vendors. This event is an opportunity to showcase Forest Grove in art and community. Products and merchandise sales will be available in the store - but not required for the event.

Describe your marketing plan including anticipated reach:

The event is marketed in several ways. A poster is generated and given out to local vendors and organizations to display in their windows. We also submit and post the poster to several media calendars. The city will be recognized on the poster. We also advertise in the local newspaper and include the sponsors - and we include recognition in the Valley Art website and in the Valley Art newsletter, and on Valley Arts Facebook/Instagram page. Sponsors are also recognized on sandwich boards located on the street during the event.

Questions:

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

CITY COUNCIL MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Mariah Woods, City Recorder*

DATE: *14 July 2025*

SUBJECT TITLE: *Liquor License Change of Ownership*

BACKGROUND

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

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

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

STAFF RECOMMENDATION

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

ATTACHMENT

Liquor License Change Application



A place where families and businesses thrive.

CITY RECORDER USE ONLY:

AGENDA ITEM #: _____

RECEIVED: _____

MEETING DATE: _____

FINAL ACTION: _____

LIQUOR LICENSE RECOMMENDATION

BUSINESS NAME / INDIVIDUAL: COASTER'S DELI & PUB

BUSINESS LOCATION ADDRESS: 1918 MAIN ST ST #100
Forest Grove, OR 97116

LIQUOR LICENSE TYPE: F-COM

CITY BUSINESS LICENSE: _____

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

APPLICABLE CRIMINAL RECORDS CHECK:

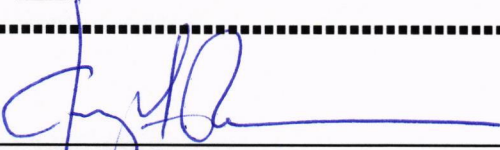
☐ NONE

☐ SUPPORTING DOCUMENTATION ATTACHED

RECOMMENDED ACTION:

☒ FORWARD WITH APPROVAL

☐ REJECT APPLICATION (Memorandum Required)


Chief of Police/Designee

6.30.25
Date

CITY RECORDER USE ONLY:

AGENDA ITEM #: _____

MEETING DATE: _____

FINAL ACTION: _____

CITY COUNCIL STAFF REPORT

TO: City Council

FROM: Jesse VanderZanden, City Manager

PROJECT TEAM: Joyce Phillips, Communications and Programs Assistant
Mariah Woods, City Recorder

MEETING DATE: July 14, 2025

SUBJECT TITLE: RESOLUTION 2025-47 CONSENTING TO BOARD AND COMMISSION APPOINTMENTS
TO CITY ADVISORY BOARDS, COMMITTEES AND COMMISSIONS

ACTION REQUESTED:

	Ordinance		Order	X	Resolution		Motion		Informational
--	-----------	--	-------	---	------------	--	--------	--	---------------

BACKGROUND

At a work session on September 9, 2024, the City Council updated its Board and Commission (B/C) recruitment and appointment process. Staff and Council Liaisons interview applicants and make recommendations to the Mayor. Per City Charter, Section 8, and Council Rules, Sections 4.1 and 14.1, the Mayor appoints members of boards, commissions, and committees with consent of Council. The following candidates have been appointed by the Mayor, subject to Council consent:

Sean Oelke	Committee for Community Engagement
------------	------------------------------------

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

STAFF RECOMMENDATION

Consider approving Resolution 2025-47.

ATTACHMENT

- Resolution No. 2025-47
- Application

RESOLUTION NO. 2025-47

**RESOLUTION CONSENTING TO BOARD AND COMMISSION
APPOINTMENTS TO CITY ADVISORY BOARDS,
COMMITTEES AND COMMISSIONS**

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

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

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

Section 1. The City Council consents to the following appointments to the associated Boards and Commissions as outlined below, terms expiring January 31st, 2028:

Sean Oelke	Committee for Community Engagement
------------	------------------------------------

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

PRESENTED AND PASSED this 14th day of July, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 14th day of July, 2025.

Malynda H. Wenzl, Mayor

Boards & Commissions Application - Submission #1326

Date Submitted: 5/8/2025

First Name*		Last Name*	
Sean		Oelke	

Home Address*		
[REDACTED]		

City*	State*	Zip Code*
Forest Grove	OR	97116

Mailing Address (if different)		
Address		

City	State	Zip Code
City	State	Zip Code

Phone Number*	Email Address*
[REDACTED]	[REDACTED]

Employer*	Occupation/Profession*
Octapharma AG	Surgical Sales Territory Manager

Are you a high school student applicant?*

- ☐ Yes
☒ No

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

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

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

- ☐ Yes ☒ No

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

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

1.*

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

2.

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

3.

-- Select One -- ▼

Do you reside within the City limits?*

- ☒ Yes
☐ No

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

As a former law enforcement officer and long-time community member, I care deeply about the safety, vitality, and future of Forest Grove. I want to serve on the Economic Development Committee to help foster thoughtful growth and support a strong, resilient local economy.

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

I would like to use my life experience's to help grow our great city. I believe I can be an asset for the future growth and hold the values which makes this city great to live in.

List your educational experience*

B.A. from Ferris State University

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

10 years experience as a police officer, served on a non-profit board for 2 years.

How did you hear of this opportunity*

Malynda Wenzl

Electronic Signature Agreement*

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

☒ I agree.

Electronic Signature

Sean D Oelke



SMALL BUSINESS DEVELOPMENT INCUBATOR

CLAUDIA YAKOS
Executive Director

CECILIA GIRON
BUSINESS DEV. DIRECTOR
Forest Grove Cornelius Chamber
of Commerce

CIG UPDATE 2025

Small Business Development Incubator

Empowering Entrepreneurs. Strengthening Our Local Economy.



GOALS

INCLUSIVE ACCESS

EQUITABLE TRAINING

DIVERSE GROWTH

SCALING SUPPORT

STRATEGIC CONNECTIONS



OUTCOMES



Since the launch of our Business Development Incubator, we have continued to deliver impactful services, technical assistance, and events that foster growth and opportunity for local entrepreneurs. With an average of 4 to 5 individuals served daily, we have supported over 200 community members by connecting them with vital business resources and guidance.

OUTCOMES



- One-on-One Technical Assistance: Delivered personalized support to 86 local business owners
- Start-Up Support: Assisted five new businesses, including: House Cleaning Services, Construction & Home-Based Day Care
- Successfully facilitated four business-centered training sessions (46 participants):
 - AI for Entrepreneurs
 - Personal and Business Credit
 - Personal Finance
 - Business 101

RECENT EVENT HIGHLIGHTS



Local Business Exchange Vendors Fair

June 5, 2025, at Cornelius Public Library - Drake Learning Center

Attendance: 45 participants

Vendor Participation: 16 businesses, government, and nonprofit organizations

Key Partners:

- West Tualatin Habitat for Humanity
- Professional Business Development Group
- City of Cornelius
- City of Hillsboro
- Local Construction Businesses

UPCOMING TRAININGS & EVENTS

Training

- August 7, 2025: *Advertising as an Entrepreneur* - Presented by Elizabeth Lucas
- August 19th, 26th & September 2nd: *Tools for Entrepreneurs: Cash Flow Management, Build Your Banking Relationship, and Business Credit* - Presented by US Bank

Event

- August 30th: *Multicultural Business Expo* at Zesti's Food Cars - Featuring local vendors
- September: *Lunch & Round Table Community Session* - In partnership with West Tualatin Habitat for Humanity

THANK YOU!

Our ongoing efforts in Forest Grove are to foster a thriving small business environment. By connecting entrepreneurs with knowledge, networks, and support, the Business Development Incubator is helping to build a stronger, more resilient local economy.

Thank you, City of Forest Grove, for your support and contributions to our entrepreneur community!

MEMORANDUM

TO: City Council

FROM: Jesse VanderZanden, City Manager
Stephanie Fleischer, Communications and Programs Manager

MEETING DATE: July 14, 2025

SUBJECT TITLE: Resolution 2025-43 Adopting the Forest Grove Forward 2040 Vision Plan

PURPOSE

The purpose of this report is to provide City Council with an overview of the Forest Grove Forward 2040 Vision Plan (2040 Plan) process, including community engagement strategies, survey results, alignment with Council Goal Objective 2.1 to adopt a 2040 Plan, and recommended next steps for integrating the findings into future planning initiatives.

BACKGROUND

In response to the City Council's strategic objective, the 2040 Plan project was launched in June 2024. The purpose of this initiative was to develop a long-term community vision that reflects shared values, emerging priorities, and a roadmap for growth and development over the next 15 years.

The 2040 Plan process builds on earlier planning efforts while broadening outreach to engage historically underrepresented populations and future generations. The City contracted with SSW Consulting to help with public engagement facilitation, synthesize feedback, and develop a comprehensive vision framework.

The process was designed to be inclusive and rooted in broad public engagement. A Steering Committee was formed to help share the vision and guide the process, made up of diverse representatives from city boards and commissions, youth, seniors, business owners, community partners, civic groups, and historically underrepresented communities.

Throughout the process, the City emphasized equitable access to engagement by providing translated materials and using digital and in-person formats to meet a broad range of needs. The City also maintained a dedicated webpage, with updates and FAQ's to keep the public informed and engaged.

The 2040 Plan is a result of over a year of sustained engagement, with thousands of individual voices contributing to a shared long-term vision. It reflects the values and priorities expressed by the community and will help guide future planning actions and City Council decision-making.

COUNCIL GOALS ALIGNMENT

The 2040 Plan directly supports the following City Council goals:

1. Council Goal: Address Long-Term Growth, Support Housing & Economic Stability

Vision 2040 Goal: We envision a thriving, inclusive Forest Grove Community with a vibrant downtown, a diverse economy offering high-paying jobs, and a strong sense of identity and place.

2. Council Goal: Ensure an Inclusive, Accessible & Sustainable Community

Vision 2040 Goal: We envision an engaged and connected Forest Grove Community with inclusive spaces for all ages, where strong partnerships, active civic participation, and shared information foster collaboration and belonging.

3. Council Goal: Maintain Community Safety & Well Being

Vision 2040 Goal: We envision a well-connected, safe, and environmentally sustainable Forest Grove with diverse, affordable housing; resilient, green infrastructure; efficient mobility options; and strong public safety – creating a vibrant, accessible, and climate-conscious community for all.

4. Council Goal: Enhance Recreation Opportunities for All

Vision 2040 Goal: We envision a Forest Grove Community where everyone can enjoy safe, accessible, and inclusive recreation opportunities that enhance quality of life for all ages and abilities.

Current City Council Goals will be replaced by the 2040 Plan, which is a community driven plan.

COMMUNITY ENGAGEMENT

Community engagement was central to the 2040 Plan process and was conducted in three phases:

1. Listening Phase (Summer/Fall 2024)

- Launched an online survey to gather input from residents, students, and business owners, with 1,597 responses!
- Hosted four community group listening sessions with 60 participants, conducted nine community leader interviews, visited 59 businesses, seven Pacific University meetings/events, five youth meetings/events, one Latino outreach event, and 26 apartments visited.
- Conducted pop-up outreach at the Farmers Market and other community events, engaging over 2,300 community members.

2. Visioning Phase (Spring 2025)

- Collected public feedback on emerging themes through Vision Labs, Steering Committee Meetings, Council Work sessions, and staff workshop.
- Explored key themes from Phase 1 outreach with the community to develop goal areas for community vision, goals, and actions.

3. Refinement Phase (Spring/Summer 2025)

- Shared a draft vision statement and guiding principles for feedback.
- Hosted a final steering committee meeting for input.
- City Council work session to review and refine values, vision, and goals.
- Attended two Farmers Markets, with one featuring targeted outreach to the Spanish-speaking community.
- Finalized the community vision framework based on feedback received.

FISCAL IMPACT

Adoption of the 2040 Plan is not anticipated to have an immediate fiscal impact, as the plan itself is a guiding document intended to inform future policy, planning, and budget decisions. However, the long-term implementation of the strategies and initiatives identified in the plan will require phased financial commitments from the City, which will be addressed through the budgeting and capital improvement planning processes.

Initial implementation steps, such as community engagement, interdepartmental coordination, and integration into comprehensive planning documents, can be accomplished by existing staff and resources. As specific projects and priorities are identified for implementation, individual project costs will be evaluated, and funding sources (e.g., partnerships, grants, etc.) will be identified on a case-by-case basis.

While the 2040 Plan may lead to future budgetary expenditures, it also positions the City to proactively seek external funding and leverage regional partnerships by clearly articulating long-range community goals. The adoption of the plan serves as a strategic investment in the City's long-term viability and sustainability.

RECOMMENDATION

Staff recommends City Council approve the attached resolution adopting the Forest Grove Forward 2040 Vision Plan (2040 Plan).

ATTACHMENTS

1. Resolution 2025-43 adopting the Forest Grove Forward 2040 Vision Plan (2040 Plan)
2. Exhibit A: Forest Grove Forward 2040 Vision Plan (2040 Plan)

RESOLUTION NO. 2025-43

RESOLUTION ADOPTING THE FOREST GROVE FORWARD 2040 VISION PLAN

WHEREAS, on February 24, 2024, the City Council and City Executives met with Sara Wilson, SSW Consulting, to discuss updating the city's long-standing Mission Statement and City Goals, as well as developing a City Vision; and

WHEREAS, in April 2024, SSW Consulting was commissioned to construct a comprehensive vision and strategic plan, through community outreach, engagement, and surveys; and

WHEREAS, beginning June 2024 and through March, 2025, the City of Forest Grove and SSW actively engaged the community in shaping the Forest Grove Forward 2040 Vision Plan (2040 Plan), including 1597 community survey responses, 59 businesses visited, 5 youth meetings/events attended, 9 community leader interviews conducted, 25 community events attended, Latino outreach events and surveys conducted, and over 2,300 community members directly engaged; and

WHEREAS, on January 18, 2025, a Council and Management Team Goal-Setting Retreat work session identified Objective 2.1, Adopt a 2040 Vision Plan, to complete the effort to develop a new Vision, Values, Goals, and Actions; and

WHEREAS, based on the community feedback noted above, a draft Vision, Values, Goals, and Actions were shared with the Council, Steering Committee, and community in the Spring of 2025 and requested feedback on their refinement; and

WHEREAS, SSW conducted 12 Vision Labs, each with a diverse representation of the community to refine the Vision, Values, Goals and Actions; and

WHEREAS, the Steering Committee and City Council considered this input as well as additional input from the community on the draft Vision, Values, Goals and Actions during meetings and work sessions and on June 23, 2025, reached consensus to adopt a Forest Grove Forward 2040 Plan; and

WHEREAS, the 2040 Plan will serve as a road map to assist the city, City Council, and Boards and Commissions in focusing their efforts, setting clear targets, and identifying specific steps needed to create positive change in the community, and

WHEREAS, the collaborative approach for the 2040 Plan ensures the plan truly reflects what matters most to the people, businesses, community, and organizations who call Forest Grove home.

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

Section 1. The Vision Statement of the City of Forest Grove shall read as:

“Rooted in connection, growing with purpose.”

“In 2040, Forest Grove serves as the gateway to Oregon’s rural tranquility and urban innovation, situated between mountains and metropolis. We are a destination with a vibrant downtown and local economy where independent businesses thrive, education inspires and provides opportunity, recreation amenities abound, and neighbors truly connect. Through thoughtful, sustainable growth and collaborative spirit, we cultivate a high-quality, safe, and affordable life, honoring our history and welcoming all who visit and call Forest Grove home.”

Section 2. The City of Forest Grove hereby adopts the Forest Grove Forward 2040 Vision Plan attached hereto as Exhibit A.

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

PRESENTED AND PASSED this 14th day of July, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 14th day of July, 2025.

Malynda H. Wenzl, Mayor



**FOREST GROVE
FORWARD**

YOUR VOICE, YOUR VISION

2040 VISION PLAN





OUR 2040 VISION

Rooted in connection, growing with purpose.

In 2040, Forest Grove serves as the gateway to Oregon's rural tranquility and urban innovation, situated between mountains and metropolis. We are a destination with a vibrant downtown and local economy where independent businesses thrive, education inspires and provides opportunity, recreation amenities abound, and neighbors truly connect. Through thoughtful, sustainable growth and collaborative spirit, we cultivate a high-quality, safe, and affordable life honoring our history and welcoming all who visit and call Forest Grove home.



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AND ACTIONS:

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Dear Forest Grove Neighbors,

I'm thrilled to share our Forest Grove Forward Community Vision and Action Plan with you. This plan isn't just a document—it's the result of our community coming together over 15 months, from April 2024 through July 2025, to imagine what we want Forest Grove to become by 2040.

For the first time in our city's history, we've created a comprehensive vision that reflects what truly matters to us: sustainability, safety, and connectivity. These priorities emerged directly from your input through interviews, surveys, and community events where residents of all backgrounds shared their hopes and ideas.

Through our Community Vision Labs and other gatherings, we identified clear goals for our economy, growth, health, and community connections. Each goal comes with concrete actions to ensure we're moving in the right direction while growing thoughtfully and sustainably.

I'm deeply grateful to the project team, steering committee, and community partners who helped shape this plan, and especially to every resident who participated.

On behalf of the City Council and staff, I invite you to continue being part of this journey. This is your vision, and together, we'll make it reality.

Warmly,

Mayor Malynda Wenzl



FOREST GROVE FORWARD PURPOSE

Forest Grove Forward is our community's 2040 visioning project, translating our aspirations into a clear vision that will guide city planning and decisions. Through this inclusive process, community members have shaped how they want Forest Grove to look, feel, and function in the coming decades.



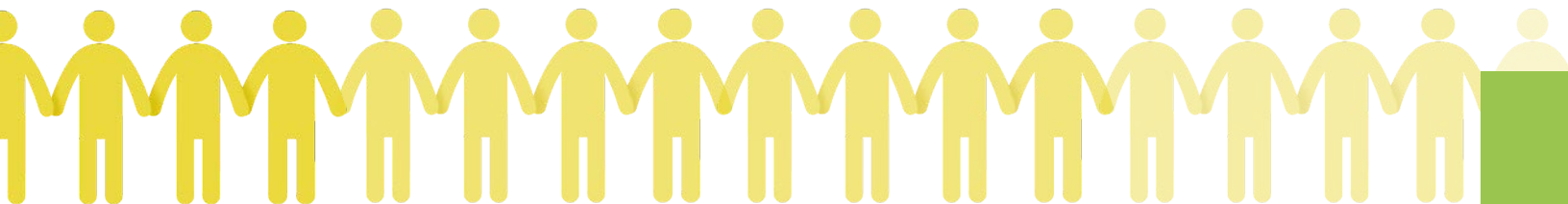
“ We would love to see the historical heritage of our small town preserved and highlighted while continuing to move into the future. ”
- Forest Grove resident

THE WHY

As we navigate complex priorities like housing, infrastructure, economic development, public safety, and climate resilience, this community-driven vision ensures decisions align with the values of those who call Forest Grove home. This shared blueprint provides direction as we build a more vibrant and inclusive community.

HOW IS FOREST GROVE CHANGING?

Our city is evolving—we expect population to grow 24% by 2040 and jobs to nearly double by 2035. Remote work has doubled since 2010, and housing is shifting toward more multi-family units along transit corridors. Our community continues to welcome greater diversity, with increasing representation across different cultural backgrounds enriching our city's character while maintaining its distinctive small-town feel.



Rooted in connection,

VISION & VALUES

Our Vision Plan includes the following:

Vision: A powerful description of our community's ideal future state.

Values: Core principles that guide all our decisions and actions.

Goal Areas: Broad priority areas directing City efforts and resources through 2040.

Outcomes: Specific, measurable results we aim to achieve within each goal area.

Actions: Concrete projects, programs, and policies to achieve the outcomes.



growing with purpose.

OUR VISION

In 2040, Forest Grove serves as the gateway to Oregon's rural tranquility and urban innovation, situated between mountains and metropolis. We are a destination with a vibrant downtown and local economy where independent businesses thrive, education inspires and provides opportunity, recreation amenities abound, and neighbors truly connect. Through thoughtful, sustainable growth and collaborative spirit, we cultivate a high-quality, safe, and affordable life honoring our history and welcoming all who visit and call Forest Grove home.

OUR VALUES



SUSTAINABLE

Together, we strive toward a sustainable future—where our commitment to environmental care, responsible financial choices, thoughtful community growth, and resilient infrastructure ensures a thriving, inclusive city for generations to come.



SAFE

We aspire to be a community where everyone feels secure, supported, and prepared—where public safety is a shared priority, health is nurtured, and we stand resilient in the face of emergencies, united in our care for one another.



CONNECTED

We envision a deeply connected community—where neighbors know and care for one another, inclusive engagement thrives, and thoughtfully designed spaces and infrastructure bring people together, preserving a small-town spirit as we grow.

GOALS, OUTCOMES & ACTIONS

The goals, outcomes, and actions in this plan are our road map for making Forest Grove's vision a reality by 2040. Together, they help us focus our efforts, set clear targets, and identify the specific steps needed to create positive change in our community. These weren't developed in isolation—they emerged from extensive conversations with residents, community leaders, local businesses, our steering committee, and participants in our vision labs. This collaborative approach ensures our plan truly reflects what matters most to the people, businesses, and organizations who call Forest Grove home.





PARTNERSHIP OPPORTUNITIES

The community also expressed interest in a range of initiatives that align with the missions of our community partners. Each goal area includes a list of proposed partner initiatives reflecting the priorities shared by community members, along with partners currently involved—or who may become involved—in these areas. As the City continues to collaborate with partners and others across the Forest Grove community, additional organizations may be identified.



To help highlight these opportunities, an icon is used under each goal area to identify where partner engagement can play a key role. This makes it easy to see the actions that invite collaboration, signaling where strategic partnerships can enhance impact and support shared goals.





GOAL AREA

ECONOMY

GOAL STATEMENT

We envision a thriving, inclusive Forest Grove community with a vibrant downtown, a diverse economy offering high-paying jobs, and a strong sense of identity and place.

OUTCOME

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

ACTIONS

1.1	Conduct feasibility analysis for a grocery store
1.2	Increase volume and diversity of commercial business development
1.3	Update the City's Economic Development Strategic Plan
1.4	Increase industrial business development
1.5	Explore the creation of an Economic Improvement District
1.6	Strengthen the City's partnership with local small businesses to support local distribution and entrepreneurship
1.7	Support workforce development programs

OUTCOME

Revitalize downtown

ACTIONS

1.8	Develop a long-term vision for the Main Street Program
1.9	Partner with property owners to attract businesses aligned with Main Street vision (e.g., balance of offerings, etc.)
1.10	City incentive programs to support/retain small/local businesses (e.g., storefront improvement grant program)
1.11	Encourage and attract more events downtown to promote foot traffic
1.12	Install decorative lighting downtown
1.13	Increase wayfinding signage for downtown parking



OUTCOME

Foster a community identity and sense of place

ACTIONS

1.14	Update Tourism Strategic Plan
1.15	Develop mural corridor/public art and cultural district/celebrations
1.16	Explore exterior and architectural design standard to create a visual identity
1.17	Pursue grants to support tourism, placemaking, identity, and planning

PARTNER OPPORTUNITIES

	Proposed Partner Initiatives	Potential Partners
1	Increased store hours and/or longer store hours	Chamber of Commerce, City Club
2	Create a tourism visitor's center	Chamber of Commerce
3	Develop a business directory/tourism guide	Chamber of Commerce, City Club
4	Amplify events/activities across metro area to attract broader audiences	Travel Oregon, Explore Tualatin Valley, Chamber of Commerce, City Club
5	Provide community education about school facility needs as Forest Grove grows	Forest Grove School District
6	Enhance pipeline for FGSD to Pacific University	Forest Grove School District, Pacific University
7	Develop more community partnerships/opportunities for Pacific University students to engage in the community	Pacific University, Chamber of Commerce
8	Increase youth engagement for employment opportunities (e.g., advisory body, campaigns, trade show, career fairs)	Chamber of Commerce, Pacific University, Mayor's Youth Advisory Commission (MYAC), Forest Grove School District



GOAL AREA

COMMUNITY GROWTH

GOAL STATEMENT

We envision a well-connected, safe, and environmentally sustainable community with diverse, affordable housing; resilient, green infrastructure; efficient mobility options; and strong public safety—creating a vibrant, accessible, and climate-conscious community for all.

OUTCOME

Increase the supply of diverse and affordable housing options to meet current and future needs

ACTIONS

2.1	Conduct community engagement to understand desired housing growth including types and location of housing
2.2	Address rent burden in the community by expanding opportunities for affordable housing development
2.3	Educate landowners and/or small developers on new housing and ADU options
2.4	Develop policies and programs that allow for ADU flexibility
2.5	Activate policies around utilizing downtown "upstairs" apartments per the City's Urban Renewal Plan
2.6	Support City partners who develop affordable housing for the community
2.7	Lobby for adequate infrastructure funding to support housing development
2.8	Update the City's Comprehensive Plan

OUTCOME

Improve mobility with balanced traffic management, safety enhancements, and thoughtful design and planning

ACTIONS

2.9	Improve crosswalks to include more protective features and design
2.10	Partner with ODOT to improve the Highway 47 and TV Highway safety corridor
2.11	Increase enforcement of traffic laws
2.12	Evaluate 2-way streets on Pacific + 19th to improve safety
2.13	Identify and prioritize traffic safety improvements
2.14	Continue to implement ADA improvements and compliance updates to City infrastructure

OUTCOME

Improve public safety response in Forest Grove

ACTIONS

2.15	Conduct a fire station location needs analysis
2.16	Deploy a second fire emergency response vehicle to meet the needs of increased calls
2.17	Build a new police facility
2.18	Prioritize staffing and equipment for public safety through workload analysis
2.19	Explore expansion of community volunteer support functions for public safety
2.20	Update the City's emergency preparedness plan in coordination with regional planning efforts
2.21	Continue to partner with other districts and agencies to improve public safety services and response times

OUTCOME

Build and maintain resilient, efficient, and financially sustainable Infrastructure

ACTIONS

2.22	Keep all long-term infrastructure master plans up to date
2.23	Expand green and climate resilient infrastructure and equipment
2.24	Continue redundancy expansion of the electric system at the transmission and substation level
2.25	Identify a long-term funding source for road improvements
2.26	Communicate and educate the community on key infrastructure investments



OUTCOME

Enhance walkability and community connectivity through pedestrian- and bike-friendly infrastructure and enhanced transit options

ACTIONS

2.27	Encourage wellness through infrastructure policies and design standards
2.28	Implement the East Forest Grove TV Highway Safety Improvement Plan
2.29	Implement intersection safety improvements
2.30	Partner on the TV Highway Bus Rapid Transit Project
2.31	Update Yew Street intersection
2.32	Increase walkability and address pedestrian barriers
2.33	Install Rose Grove midblock crossing
2.34	Implement Mountainview Safe Routes to School
2.35	Improve Fern Hill and Maple intersection
2.36	Explore park and ride options to improve access to transit
2.37	Enhance and add wayfinding signage in downtown and along arterials



PARTNER OPPORTUNITIES

	Proposed Partner Initiatives	Potential Partners
1	Consider ways to make Pacific University housing more desirable and affordable	Pacific University
2	Improve community and regional partnerships with public safety to support houseless individuals	Forest Grove Foundation
3	Create a long-term fleet parking solution to increase transit services	TriMet/Ride Connection
4	Bundle projects for Major Streets Transportation Improvement Program (MSTIP) to leverage funding	Washington County







GOAL AREA

HEALTHY & ACTIVE COMMUNITY

GOAL STATEMENT

We envision a Forest Grove community where everyone can enjoy safe, accessible, and inclusive recreation opportunities that enhance quality of life for all ages and abilities.

OUTCOME

Increase recreation opportunities for all

ACTIONS

3.1	Update the City's Parks and Recreation Master Plan
3.2	Establish a recreation advisory committee with representation from City of Forest Grove, City of Cornelius, Pacific University, and Forest Grove School District to develop recommendations to increase recreation opportunities
3.3	Explore options for a multi-use recreation/community facility that includes space for recreation, events, mentorship, education, and connection
3.4	Create a gathering space by developing the Eastside Park
3.5	Work with Pacific University on updating Lincoln Park long-term use agreement

OUTCOME

Increase safe and accessible recreation opportunities

ACTIONS

3.6	Identify and reduce barriers to participation in recreation (e.g., cost, transportation, awareness of available resources, etc.)
3.7	Increase access to recreation opportunities for people with disabilities and/or tailored options
3.8	Host Safety Town community event



“ I love the small-town local feel of Forest Grove while still having access to Portland and the bigger city. I love all the community events on Main Street and all the fun things for families.

- Forest Grove resident



PARTNER OPPORTUNITIES

	Proposed Partner Initiatives	Potential Partners
1	Develop recreation opportunities at Hagg Lake	Washington County
2	Develop a wellness initiative to educate the community about and promote health and wellness lifestyles by offering more fitness activities, outdoor experiences and other enrichment opportunities for our community to engage in	partner organization to be identified
3	Conduct bike education and safety youth program	Forest Grove School District
4	Increase opportunities for swim instruction and water safety classes	Water Strong
5	Bicycle safety equipment	American Legion
6	Develop healthy eating/living initiatives (e.g., Healthy Food Zone, Healthy Forest Grove, kids programs at farmers' market, recreation programming on cooking, gardening, food access, etc.)	Washington County, Local Farmers, Jordan Kent Athletics, City of Banks Seed Bank
7	Attract medical care facility (including critical care)	OHSU
8	Increase access to affordable, healthy food in schools and neighborhoods	Washington County/Forest Grove School District





GOAL AREA

COMMUNITY CONNECTION

GOAL STATEMENT

We envision an engaged and connected Forest Grove community with inclusive spaces for all ages, where strong partnerships, active civic participation, and shared information foster collaboration and belonging.

OUTCOME

Inclusive and accessible spaces for people of all ages to gather and connect

ACTIONS

4.1	Explore and support external funding opportunities to sustain Library programs and services
4.2	Explore opportunities to create a central community gathering space that is safe and welcoming for all ages
4.3	Conduct a feasibility study for a future community/recreation center that meets the needs for all ages and abilities
4.4	Increase and enhance opportunities at the Senior and Community Center
4.5	Develop a festival street/pedestrian mall in downtown Forest Grove

OUTCOME

Active civic engagement and increased collaboration among community organizations, volunteers, and the City

ACTIONS

4.6	Increase the number of volunteers and volunteer programs, and improve the culture of volunteerism
4.7	Establish civic engagement internships with Forest Grove High School, Pacific University, and others
4.8	Seek ongoing community feedback on City projects and programs
4.9	Employ Pacific University work study students for community service needs

OUTCOME

Increased engagement through community-wide awareness of news and events

ACTIONS

4.10	Utilize digital and printed tools to enhance communication
4.11	Update the City's communication plan
4.12	Comprehensive community calendar managed by one entity where all community organizations can share events

“ Me encanta vivir aquí.
(I love living here.) ”
- Forest Grove business owner

OUTCOME

Increased partnership and collaboration among community organizations and the City

ACTIONS

4.13	Increase collaboration between Cornelius, Gales Creek, Banks, and others in the region to improve community connection
4.14	Increase connection and partnership with Pacific University
4.15	Facilitate regular meeting that supports alignment across community organizations

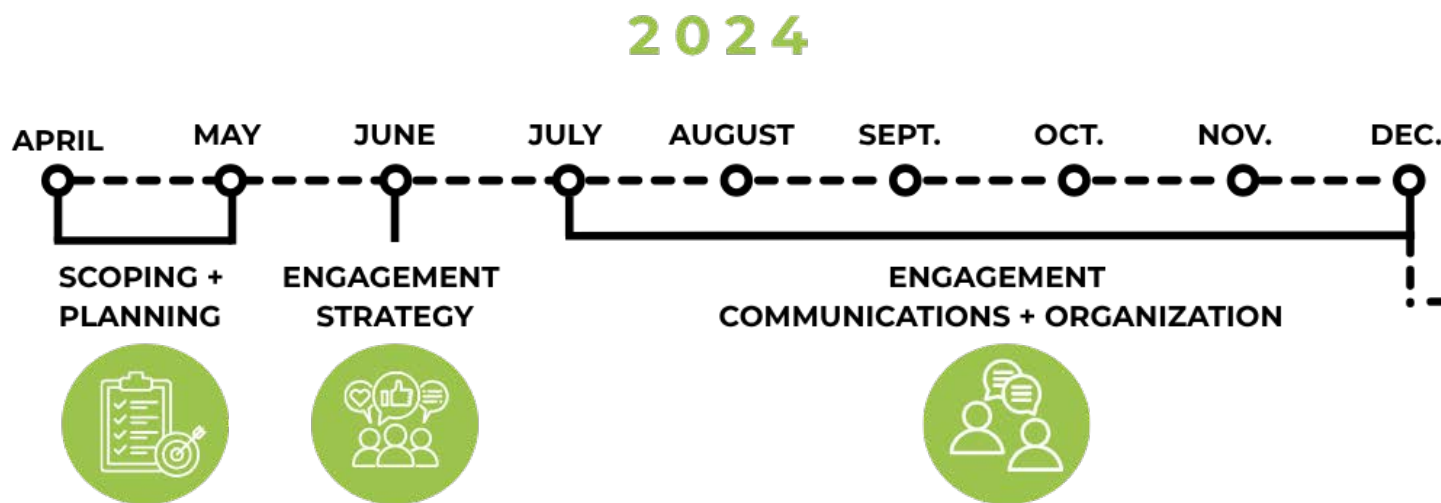
PARTNER OPPORTUNITIES

	Proposed Partner Initiatives	Potential Partners
1	Provide outdoor seating at downtown restaurants	Chamber, City Club
2	Strengthen local media presence and explore partnerships with local resources	News in the Grove publication
3	Engage faith-based and non-profit organizations as partners in organizing/hosting community events	Chamber of Commerce, Centro Cultural, City Club, non-profit organizations, faith-based organizations



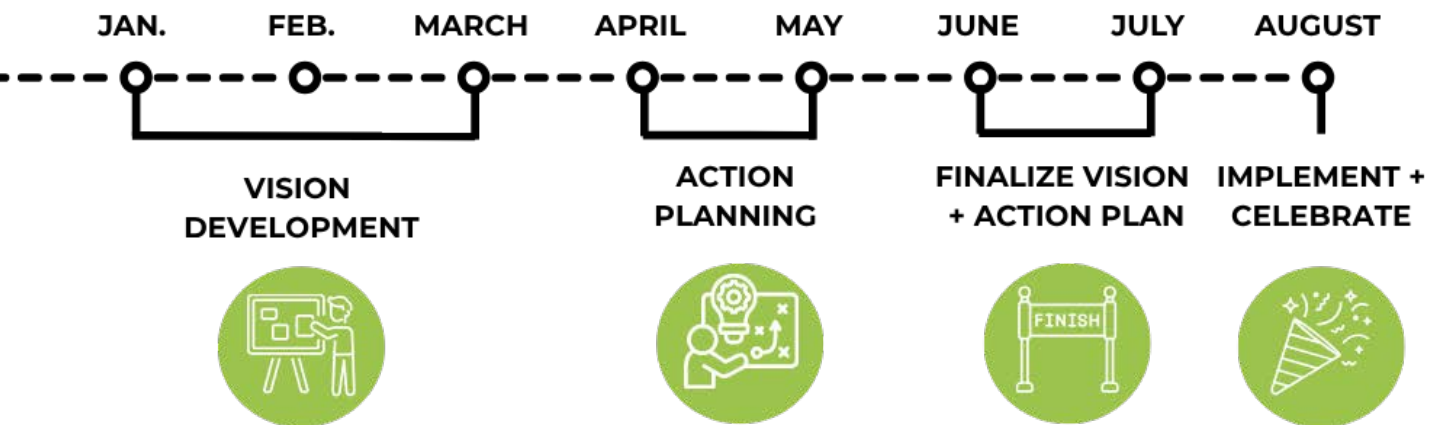
PROCESS & TIMELINE

Forest Grove Forward began in spring 2024 with the formation of a Steering Committee and the development of an engagement plan. By summer, we launched comprehensive outreach that gathered thousands of ideas from across our community—doubling down whenever representation fell short to ensure the data truly reflected our diverse demographics. In early 2025, we transformed this input into draft vision statements and goals, refined through Vision Lab focus groups. The City Council formally adopted our plan in summer 2025, moving from planning to implementation.





2025



A VISION DEFINED BY COMMUNITY

Forest Grove Forward is a community visioning process that includes envisioning the overall future of Forest Grove over the next 15 years and translating community aspirations into a clear vision that will guide the City's strategic planning efforts, decision-making, and community partnerships.

WHAT WE ASKED

Q. *What three words or phrases would you use to describe Forest Grove?*

What do you like most about Forest Grove? What should we preserve into the future?

What are your top suggestions for making Forest Grove an even better place to live, work, learn, play, or visit?

If you could change, add or enhance anything about Forest Grove, what would it be?

WHAT WE HEARD

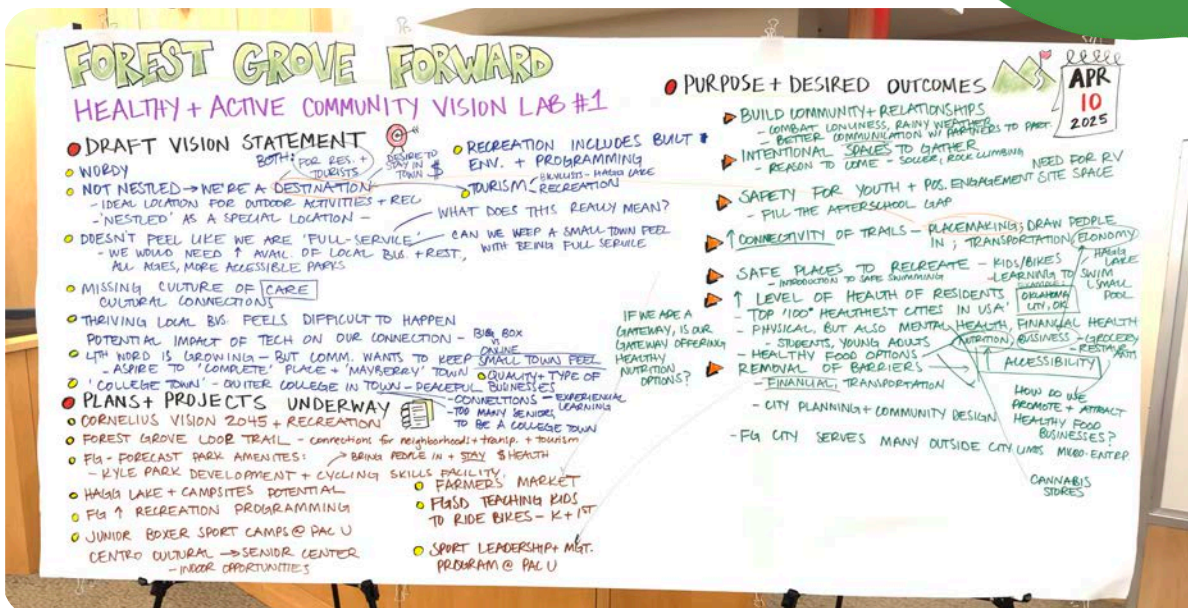
A. Across all engagement efforts, residents consistently emphasized **preserving Forest Grove's small-town character** while **embracing thoughtful growth**. Community members **value our natural environment, historic downtown, and family-friendly atmosphere**. They envision a more **connected community with walkable neighborhoods and vibrant gathering spaces**. Practical priorities include **affordable housing, local job opportunities, enhanced downtown vitality, and improved public safety**. Youth expressed desires for **more local shopping, fast food, and social options**, while business owners emphasized **downtown improvements and tourism development**.

“

I love how community-oriented Forest Grove is. The library, parks and recreation services, and the farmers' market are vital cornerstones of our town that bring people together.

- Forest Grove resident

”



ENGAGEMENT BY THE NUMBERS

Since June 2024, the City of Forest Grove has actively engaged the community in shaping Forest Grove Forward 2040. Led by City staff and SSW Consulting, the project team used diverse outreach methods to ensure broad and inclusive input throughout the visioning process.



PHASE ONE

PURPOSE	METHOD	TIME PERIOD
Gather input from residents, students, and business owners on the type of community they would like Forest Grove to be in 15 years, priorities to address, and community values to guide the City in implementing the vision.	- Online community survey (English and Spanish) - Paper intercept survey - Outreach interviews - Presentations to community groups - Social media - Community events - Visits to apartments, senior living facilities, local businesses, high school - Targeted outreach to business, youth, and Spanish-speaking communities - Steering Committee meetings - Council Retreat	June 2024 – January 2025

PHASE TWO

PURPOSE	METHOD	TIME PERIOD
Provide feedback on draft community vision statement and values. Explore key themes from Phase 1 outreach with community to develop goal areas for the community vision, desired outcomes for the goals, and actions to advance the goals.	- Vision labs: - Economy - Community Growth - Healthy and Active Community - Sustainable Infrastructure - Community Connection - Steering Committee meeting - Council work session - Staff workshop - Social media posts	February – May 2025

VISION LABS

Through broad outreach—including surveys, interviews, group meetings, and community events—thousands of ideas were collected and organized into five initial goal areas: Economy, Community Growth, Healthy and Active Community, Sustainable Infrastructure, and Community Connection.

To turn these ideas into action, the City hosted five Vision Labs, each aligned with a goal area and involving over 120 community members and partners. Each lab met twice to shape ideas based on Council priorities, community input, and participant expertise, resulting in clear actions and potential partnerships.

City staff then refined the draft actions to ensure all input was reflected in the vision framework. To improve clarity and alignment, two related focus areas were merged, resulting in four final goal areas: Economy, Community Growth, Healthy and Active Community, and Community Connection.



PHASE THREE

DID WE HEAR YOU?

Checking back in with the community.

During Phase 3 of the engagement, the project team gathered feedback from community members on the proposed goals, desired outcomes, and supporting actions. The engagement included booths at two farmers' markets, targeted outreach to Spanish-speaking community members at one of the farmers' markets, an online survey, email communication, and social media.



IMPLEMENTATING FOREST GROVE FORWARD

Forest Grove Forward isn't a plan that just sits on a shelf—it's designed to be a living guide that drives decisions and gets things done. The plan works through a simple annual cycle of priority setting, departmental alignment, and community engagement, with regular progress reporting to keep everyone informed. We'll measure success through clear performance indicators and share updates with the community each year.

Every five years, we'll take a deeper look and update the entire plan to keep it relevant as our community grows and changes. This approach ensures the vision stays connected to real work happening in the city while keeping residents informed about progress and involved in shaping the future.

City Council Retreat & Priority Setting

1

Each year, Council holds a strategic retreat to:

- Review progress on the FGF goals
- Consider the input of the broader community as well as City Boards and Commissions
- Set priorities for the year ahead
- Direct staff to align departmental work and budgets
- Identify annual plan updates to the FGF actions

Additionally, it is recommended to do a 6-month update to the Council presented in a report or at a City Council work session, providing updates on the FGF goals and actions and City Council priorities.

Community & Board Engagement

3

- Annual engagement is conducted with the public and City Boards and Commissions through presentations, surveys, and/or community events
- Additionally, the City would check in with community partners, either individually or through an annual gathering to review progress updates, gather input on updates to the plan, and identify opportunities for collaboration in the year ahead—the FGF Community Vision is an opportunity to bring people together
- This engagement is an opportunity to share progress and gather input on emerging priorities
- The input shapes annual updates to the FGF actions and ensures community values are reflected

FIVE-YEAR COMPREHENSIVE PLAN UPDATE

Every five years, the City will conduct a full update of the FGF Community Vision to ensure long-term relevance and responsiveness.

This process includes:

- **Robust community engagement** to reflect changing needs, growth, and demographics
- **Updated data analysis** to inform strategic direction
- **Collaborative planning** with Council, staff, Boards and Commissions, and stakeholders
- **Review and revision** of the City's vision, goals, and actions

KEY OUTCOMES

- A living, responsive plan that evolves with the community
- Clear connection between Council priorities, staff work, and City investments
- Transparent progress tracking and meaningful community input



2

Departmental Planning & Budgeting

- Departments align work plans with Council priorities and FGF goals
- Budget proposals and staff reports explicitly state how they support the FGF Community Vision
- Strategic alignment is built into prioritization of work, project evaluations, and funding requests
- As staff advances actions, they will develop key performance indicators and clear outcomes for each action with Council input and/or review

4

City Council Retreat & Priority Setting

- Annual FGF Progress Report
- Tracks actions, outcomes, and key performance indicators
- Shared with Council, staff, boards, and the community



ACKNOWLEDGMENTS

To everyone who contributed to Forest Grove's strategic visioning process—thank you. Your voices, ideas, and dedication have helped shape a future rooted in our shared values and community spirit. We're grateful for your partnership.

— The City of Forest Grove

CITY COUNCIL

- Mayor Malynda Wenzl
- Councilor Angel Falconer
- Councilor Donna Gustafson
- Councilor Michael Marshall
- Councilor Karen Martinez
- Councilor Brian Schimmel
- Councilor Mariana Valenzuela

FOREST GROVE PROJECT TEAM

- Jesse VanderZanden, City Manager
- Stephanie Fleischer, Communications & Programs Manager
- Bryan Pohl, Community Development Director
- Miles Glowacki, Economic Development Coordinator
- Joyce Phillips, Communications and Programs Assistant

STEERING COMMITTEE

- Michelle Beck
- Ilena Clute
- Michael Cook
- Bryan Dennis
- Kevin Emerick
- Michelle Garner
- Lowell Greathouse
- Elysha Johnson
- Kristy Kottkey
- Alma Lozano
- Willow Oelke
- Evelyn Orr
- Candice & Chris Plewik
- Abigail Slama-Catron
- Tacy Steele
- Amy Tracewell
- David Warner
- Heather Westfall Finnigan

CITY TEAM

- Anne Lane, Parks and Recreation Manager
- Brenda Camilli, Human Resources Director
- Colleen Winters, Library Director
- Greg Robertson, Engineering & Public Works Director
- Henry Reimann, Police Chief
- Jim Geering, Fire Chief
- Keith Hormann, Light & Power Director
- Mariah Woods, City Recorder
- Paul Downey, Assistant City Manager & Finance Director

CONSULTING TEAM

- Sara Singer Wilson, SSW Consulting
- Sasha Konell, SSW Consulting
- Ashley Sonoff, SSW Consulting
- Alex Logue, SSW Consulting
- Kelsey O'Halloran, SSW Consulting
- Maleigha Martinez, SSW Consulting

ENGAGEMENT PARTNERS

- Adelante Mujeres
- Veritas Collaborations



Photo Credits:

Explore Tualatin Valley, City of Forest Grove, SSW Consulting





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

MEETING DATE: *July 14, 2025*

SUBJECT TITLE: *Resolution Authorizing the City Manager to Apply for a Housing Planning Assistance Grant from the Oregon Department of Land Conservation and Development*

ACTION REQUESTED:

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

X all that apply

ISSUE STATEMENT

The Oregon Department of Land Conservation and Development (DLCD) is accepting applications for housing planning assistance grants including grants for consulting services to prepare a local Housing Capacity Analysis (HCA). Under Oregon Administrative Rules, most cities in Oregon are required to prepare and adopt an HCA. The City's last analysis was adopted in 2019 under the prior Housing Needs Analysis (HNA) rules. Forest Grove's HCA required by new rules is due by December 2027. Staff requests that the City Council approve a resolution authorizing the City Manager to apply for DLCD grant funding to prepare an HCA in compliance with Oregon Administrative Rules.

BACKGROUND

An HCA is part of a City's comprehensive plan and generally includes the following elements:

- Community demographic and socio-economic analysis
- Inventory of the City's existing housing stock
- Residential Buildable Land Inventory (BLI)
- Analysis of development ready lands. This is a new requirement under the HCA rules.
- Assessment of recent residential development trends
- Analysis of housing needs based on market assumptions. This is a new requirement under the HCA rules.
- Addressing the housing need allocation by household income level for Forest Grove prepared by the State. This is a new requirement under the HCA rules.
- Identification of measures to accommodate needed housing for evaluation

An HCA assesses the future 20-year need for all types of housing including:

- Detached single-unit housing
- Middle housing types including duplexes, triplexes, quadplexes, townhomes and cottages
- Apartments
- Government assisted housing
- Manufactured homes on individual lots
- Manufactured homes in manufactured dwelling parks
- Housing for farmworkers

The City must balance the supply of residential land identified in the BLI against the housing need projection for the next twenty years. If there is insufficient land designated for residential development on the City's Comprehensive Plan and zoning maps the City will be required to adopt land use efficiency measures to support increased housing production. If land use efficiency measures are insufficient for meeting housing needs, the City may request that Metro amend the urban growth boundary to include lands identified as urban reserve. Metro evaluates the urban growth boundary on five-year cycle.

The HCA provides a factual basis for preparing a Housing Production Strategy (HPS) for the City. An HPS is also required by Oregon Administrative Rules. The HPS must be completed within one year after the HCA is adopted. The Forest Grove HPS is due by December 2028.

An application for a DLCD housing planning grant requires indication that City Council supports the project and the request for grant funds. This can be accomplished by City Council adoption of a resolution expressing support for the grant application and intended use of funds. A draft resolution is attached for the City Council's consideration. If awarded, the grant would fund consulting services for preparing and adopting the HCA. Grant applications are due by August 4, 2025 and projects must be completed by June 15, 2027.

FISCAL IMPACT

The City's financial participation would be limited to providing in-kind staff assistance for project management, coordinating community involvement with the consultant, reviewing consultant work products and facilitating the adoption process. The estimated in-kind City support is \$20,000 in staff work and materials contained in the Community Development Department's adopted budget for personnel and materials. DLCD will contract directly with the project consultant. DLCD will administer the consultant contract and pay invoices. No grant funds will be transferred to the City.

STAFF RECOMMENDATION

Staff recommends City Council approve the attached resolution authorizing the City to apply for the housing planning assistance grant to prepare and adopt the City's HCA.



HOUSING ASSISTANCE PLANNING GRANT APPLICATION RESOLUTION

Bryan Pohl | Community Development Director

Dan Riordan | Senior Planner

City Council Meeting 7|14|25

BACKGROUND

2

The Oregon Department of Land Conservation and Development (DLCD) is accepting applications for housing planning assistance grants including grants for consulting services to prepare a local Housing Capacity Analysis (HCA).

Under Oregon Administrative Rules, most cities in Oregon are required to prepare and adopt an HCA. The City's last analysis was adopted in 2019 under the old Housing Needs Analysis (HNA) rules. An HCA in compliance with new rules is due by December 2027.

BACKGROUND

3

An HCA is part of the City's Comprehensive Plan and generally includes the following elements:

- **Community demographic and socio-economic analysis**
- **Inventory of the City's existing housing stock**
- **Residential Buildable Land Inventory (BLI)**
- **Analysis of development ready lands (New Requirement)**
- **Assessment of recent residential development trends**
- **Analysis of housing needs based on market assumptions (New Requirement)**
- **Addressing the City's housing need allocation by household income level from the State (New Requirement)**
- **Identification of measures to accommodate housing need for evaluation**

BACKGROUND

4

An HCA assess the future 20-year need for all types of housing including:

- **Detached single-unit housing**
- **Middle housing types including duplexes, triplexes, quadplexes, townhomes and cottages**
- **Apartments**
- **Government assisted housing**
- **Manufactured homes on individual lots**
- **Manufactured homes in manufactured dwelling parks**
- **Housing for farmworkers**

BACKGROUND

5

The HCA includes balancing the supply of residential land in the BLI with the housing need projection.

If there's insufficient land designated for residential development in the City's Comprehensive Plan and Zoning maps the City will be required to adopt land use efficiency measures to support increased housing production.

If land use efficiency measures are insufficient the City could request that Metro amend the urban growth boundary to include lands identified as urban reserve.

BACKGROUND

6

The HCA provides a factual basis for preparing a Housing Production Strategy (HPS) also required by the Oregon Administrative Rules.

The HPS is due one year after the City's HCA is adopted.

BACKGROUND

7

An application for a DLCD housing planning grant requires an indication that the City Council supports the project and request for grant funds.

This can be accomplished by City Council adoption of a resolution expressing support for the grant application and intended use of funds.

A resolution has been provided to City Council for review and approval.

BACKGROUND

8

If the grant is awarded funds would be used for consulting services for preparing the HCA.

Grant applications are due by August 4, 2025.

Grant projects must be completed by June 15, 2027.

BACKGROUND

9

The City's financial participation is limited to in-kind staff support to the project.

The estimated in-kind staff support is \$20,000 in staff work and materials contained in the Community Development Department's adopted budget for personnel and materials.

DLCD will contract directly with the consultant.

No grant funds will be transferred to the City.

STAFF RECOMMENDATION

10

Staff recommends that the City Council approve the resolution granting authority to the City Manager to apply for a housing planning assistance grant to prepare and adopt the City's HCA.

QUESTIONS?

RESOLUTION NO. 2025-44

RESOLUTION AUTHORIZING THE CITY MANAGER TO APPLY FOR A HOUSING PLANNING ASSISTANCE GRANT FROM THE OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT

WHEREAS, The Oregon Department of Land Conservation and Development (DLCD) is accepting applications for housing planning assistance grants through the Housing Planning Assistance Grant Program (Grant Program); and

WHEREAS, the Grant Program assists local governments with planning for current and future housing needs; and

WHEREAS, under Oregon Revised Statute (ORS) 197A.335, cities within Metro are required to prepare and adopt a Housing Capacity Analysis (HCA); and

WHEREAS, preparing an HCA is eligible for Grant Program funding; and

WHEREAS, the City of Forest Grove desires Grant Program funding for consulting assistance needed to complete the City's HCA for acceptance by DLCD and adoption by the City Council.

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

Section 1. The City Council supports submittal of a Grant Program application to DLCD to fund consulting assistance for completion and adoption of the City's HCA.

Section 2. The City Manager, or designee, is hereby authorized to submit the Grant Program application and negotiate a final scope of work on behalf of the City of Forest Grove.

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

PRESENTED AND PASSED this 14th day of July, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 14th day of July, 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: *July 14, 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 Oregon Department of Transportation for the TV Highway Access Management Implementation Strategy*

ACTION REQUESTED:

	Ordinance	Order	X	Resolution		Motion	Informational
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X all that apply

ISSUE STATEMENT

The Oregon Department of Transportation (ODOT) awarded a grant to the City to pay for consulting services needed to prepare an Access Management Strategy for the Tualatin Valley Highway corridor east of Quince Street. To initiate the project the City must enter into an intergovernmental agreement (IGA) with ODOT. The IGA establishes City and ODOT roles and responsibilities for the project including funding commitments and project timeline. A resolution authorizing the City Manager to sign the IGA is attached for City Council's review and approval. The IGA is attached to the resolution as Exhibit A.

BACKGROUND

In 2022, the City Council adopted Resolution No. 2022-13 accepting the East Forest Grove Safety Improvement Plan (Plan) for the Tualatin Valley Highway corridor in Forest Grove east of Quince Street and authorizing the City Manager to administer the Plan. The Plan identifies priority projects intended to improve pedestrian and bicyclist safety along the corridor. A near-term project in the Plan is preparing an access management implementation strategy (Strategy) for the highway corridor.

To prepare the Strategy the City Council approved Resolution No. 2023-36 on July 10, 2023. The resolution authorized the City Manager to apply for grant funding from the Oregon Transportation and Growth Management Program (TGM Program) for the Strategy. The TGM Program is jointly administered by the ODOT and the Oregon Department of Land Conservation and Development. The TGM grant application requested funding to pay for consulting services needed to prepare the Strategy. The grant application was submitted to

the TGM Program on July 26, 2023.

On September 28, 2023, the TGM Program notified the City that the Strategy project was selected for grant funding. Since that time ODOT and the City selected a project consultant and negotiated a statement of work and cost estimate. In addition, ODOT prepared an IGA outlining the grant terms for City review and approval. Grant funding for consulting services is contingent on the City signing the IGA.

The Strategy will identify approaches for reducing the number of conflict points between pedestrians and bicyclists and motorized vehicles. Approaches for reducing conflict points include consolidating driveways and restricting vehicle turning movements. Specific locations for reducing conflicts will be evaluated with input from affected business and property owners.

The statement of work negotiated with the consultant includes the following elements:

- Project management including establishing a Technical Advisory Committee (TAC) to review recommendations. The TAC will include staff from ODOT, DLCD, Metro, and staff from Planning, Engineering, and Fire. Staff from Cornelius will also be invited.
- Public involvement opportunities including property and business owner meetings and a community open house to provide opportunities for community review and comment
- Implementation of a project page on the City's website
- Completion of an existing conditions analysis documenting driveway access points along the highway corridor and turning movements
- Preparation of access management alternatives for evaluation
- Draft Forest Grove Transportation System Plan and Development Code Amendments
- Access Management Strategy review by the Planning Commission and acceptance by the City Council.

All tasks required under statement of work negotiated with the consultant must be completed by April 2027. City Council acceptance of the Strategy is required by June 2027.

FISCAL IMPACT

The negotiated cost for consulting services outlined in the project statement of work is \$182,830. Of this amount the TGM Program will fund \$175,000. No funds will be transferred to the City.

The difference between the total project cost and TGM grant amount of \$7,830 will be funded through a cash contribution provided by the City to ODOT. The City's cash contribution qualifies as part of the required local grant funding match as explained below.

The TGM Program requires a local grant match that may in the form of a cash contribution, in-kind staff support or a combination of the two. Under the terms of the IGA the must provide \$7,830 to supplement the \$175,000 TGM Program grant award for consultant costs. In addition, the City will provide staff support to the project which is classified as in-kind match. Staff support includes reviewing consultant work products, reviewing consultant invoices for payment by ODOT, participating in project meetings and community outreach efforts and launching and

maintaining the project page on the City's website. Under the terms of the IGA City must provide at least \$12,200 for kind match.

The City's cash and in-kind staff match will be funded through the Planning Division's Fiscal Year 2025-2027 budget for personal services and operating expenses. These budget line items are funded by the General Fund.

RECOMMENDATION

Staff recommends that the City Council approve the resolution granting authority to the City Manager to sign the IGA with ODOT to prepare an Access Management Implementation Strategy for the TV Highway Corridor.

ATTACHMENT

- Resolution with Exhibit A



TV HIGHWAY ACCESS MANAGEMENT IMPLEMENTATION STRATEGY INTERGOVERNMENTAL AGREEMENT RESOLUTION

Bryan Pohl | Community Development Director

Dan Riordan | Senior Planner

City Council Meeting 7/14/25

BACKGROUND

2

In 2022, the City Council adopted Resolution No. 2022-13 accepting the East Forest Grove Safety Improvement Plan (Plan) for the Tualatin Valley Highway Corridor east of Quince Street.

The Plan identifies priority projects intended to improve pedestrian and bicyclist safety along the highway corridor.

A near-term project in the Plan is preparing an access management strategy (Strategy) for the highway corridor.

BACKGROUND

3

The Strategy will identify approaches for reducing the number of conflict points between pedestrian and bicyclists and motorized vehicles.

Approaches for reducing conflict points include consolidating driveways and restricting vehicle turning movements.

Specific locations for reducing conflicts will be evaluated with input from affected business and property owners.

BACKGROUND

4

On July 10, 2023, City Council adopted Resolution No. 2023-36.

The resolution authorized the City Manager to apply for grant funding from the Oregon Transportation and Growth Management Program to complete the Strategy.

The TGM Program is jointly administered by the Oregon Department of Transportation (ODOT) and Department of Land Conservation and Development (DLCD).

The requested grant funding would pay for consulting services needed to prepare the Strategy.

BACKGROUND

5

On September 28, 2023, the TGM Program notified the City that the Strategy was selected for grant funding and \$175,000 will be provided for the project.

Since September 2023, the statement of work for the consultant was negotiated and approved and the IGA was reviewed by the Oregon Department of Justice. The IGA was received for City review on July 2, 2025.

All tasks negotiated with the project consult described on the next two slides must be completed by April 2027.

City Council acceptance of the Strategy is required by June 2027.

BACKGROUND

6

The statement of work negotiated with the consultant includes the following elements:

- **Project management including establishing a Technical Advisory Committee to review project recommendations. The TAC will include staff from the consultant team, ODOT, DLCD, TriMet, Metro, and City staff from Planning, Engineering, and Fire. Staff from Cornelius will also be invited.**
- **Public involvement opportunities including business and property owner meetings and a community open house. The consultant will provide language translation assistance.**

BACKGROUND

7

- **Implementation of a project page on the City's website.**
- **Completion of an existing conditions analysis documenting driveway access points along the highway corridor and turning movements.**
- **Preparation of access management alternatives for evaluation.**
- **Draft Forest Grove Transportation System Plan and Development Code amendments.**
- **Planning Commission review and City Council acceptance.**

BACKGROUND

8

Grant funding is contingent on the City signing an intergovernmental agreement (IGA) with the Oregon Department of Transportation.

The IGA is attached to the resolution provided for City Council's approval.

The IGA outlines ODOT and City commitments related the project.

If approved, the resolution will grant authority to the City Manager to sign the IGA on the City's behalf.

BACKGROUND

9

Under the terms of the IGA the City is obligated to provide ODOT with \$7,830 as a cash contribution for consulting services to supplement the \$175,000 grant award making the total project cost \$182,830. The City is also obligated to provide \$12,200 for in-kind staff support to the project. This is included in the Community Development Department's FY 2025-2027 budget.

Staff support includes reviewing consultant work products, reviewing consultant invoices for payment by ODOT, participating in project meetings and community outreach efforts and launching and maintaining a project page on the City's website.

The City's cash contribution and in-kind support will be funded through the Planning Division's Fiscal Year 2025-27 budget for personal services and operating expenses. These budget line items are funded by the General Fund.

STAFF RECOMMENDATION

10

In conclusion, staff recommends that the City Council approve the resolution granting authority to the City Manager to sign the IGA with ODOT to prepare an Access Management Implementation Strategy for the TV Highway corridor.

QUESTIONS?

RESOLUTION NO. 2025-45

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION FOR GRANT FUNDING OF THE TUALATIN VALLEY HIGHWAY ACCESS MANAGEMENT IMPLEMENTATION STRATEGY

WHEREAS, on February 28, 2022, the City Council approved Resolution No. 2022-13 accepting the East Forest Grove Safety Improvement Plan (Plan) for the Tualatin Valley Highway corridor east of Quince Street; and

WHEREAS, the Plan identifies priority projects intended to improve pedestrian safety along the highway corridor; and

WHEREAS, a near-term project in the Plan is preparing and access management implementation strategy (Strategy) for the highway corridor; and

WHEREAS, on July 10, 2023, the City Council approved Resolution No. 2023-36 authorizing the City Manager to apply for grant funding through the Transportation and Growth Management Program (TGM Program) to prepare the Strategy; and

WHEREAS, on September 28, 2023, the Oregon Department of Transportation (ODOT) notified the City that the Strategy was selected for TGM Program funding; and

WHEREAS, the grant is conditional upon the execution of an Intergovernmental Agreement (Agreement) between the City and ODOT; and

WHEREAS, the City and ODOT desire to enter into an Agreement for mutual benefit.

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 Agreement attached as Exhibit A.

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

PRESENTED AND PASSED this 14th day of July, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 14th day of July, 2025.

Malynda H. Wenzl, Mayor

EXHIBIT A

TGM Grant Agreement No. PO-73000-00046487

TGM File Code 1A-23

EA # TG23LA01

INTERGOVERNMENTAL AGREEMENT

City of Forest Grove, Tualatin Valley Highway Access Management Implementation Strategy

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation ("ODOT" or "Agency"), and the City of Forest Grove ("City" or "Grantee").

BACKGROUND

1. The Transportation and Growth Management ("TGM") Program is a joint program of ODOT and the Oregon Department of Land Conservation and Development.
2. The TGM Program includes a program of grants for local governments for planning projects. The objective of these projects is to better integrate transportation and land use planning and develop new ways to manage growth in order to achieve compact pedestrian, bicycle, and transit friendly urban development.
3. This TGM Grant (as defined below) is financed with Federal Highway Administration ("FHWA") funds. Local funds are used as match for federal funds.
4. By authority granted in Oregon Revised Statutes ("ORS") 190.110, state agencies may enter into agreements with units of local government or other state agencies to perform any functions and activities that the parties to the agreement or their officers or agents have the duty or authority to perform.
5. ODOT has awarded City an in-kind grant under the TGM Program (the "TGM Grant") which is conditional upon the execution of this Agreement.
6. The parties desire to enter into this Agreement for their mutual benefit.

SECTION 1. DEFINITIONS

Unless the context requires otherwise, the following terms, when used in this Agreement, shall have the meanings assigned to them below:

- A. "City's Amount" means the portion of the Grant Amount payable by ODOT to City for performing the tasks indicated in Exhibit A as being the responsibility of City.
- B. "City's Matching Amount" means the amount of matching funds which City is required to expend to fund the Project.
- C. "City's Project Manager" means the individual designated by City as its project manager for the Project.

D. "Consultant" means the personal services contractor(s) (if any) hired by ODOT to do the tasks indicated in Exhibit A as being the responsibility of such contractor(s).

E. "Consultant's Amount" means the portion of the Grant Amount payable by ODOT to the Consultant for the deliverables described in Exhibit A for which the Consultant is responsible.

F. "Direct Project Costs" means those costs which are directly associated with the Project. These may include the salaries and benefits of personnel assigned to the Project and the cost of supplies, postage, travel, and printing. General administrative costs, capital costs, and overhead are not Direct Project Costs.

G. "Federally Eligible Costs" means those costs which are Direct Project Costs of the type listed in Exhibit C incurred by City and ODOT's Consultant during the term of this Agreement.

H. "Grant Amount" or "Grant" means the total amount of financial assistance contributed by ODOT under this Agreement.

I. "ODOT's Contract Administrator" means the individual designated by ODOT to be its contract administrator for this Agreement.

J. "PSK" means the personal services contract(s) executed between ODOT and the Consultant related to the portion of the Project that is the responsibility of the Consultant.

K. "Project" means the project described in Exhibit A.

L. "Termination Date" has the meaning set forth in Section 2.A below.

M. "Total Project Costs" means the total amount of money required to complete the Project.

N. "Work Product" has the meaning set forth in Section 5.I below.

SECTION 2. TERMS OF AGREEMENT

A. Term. This Agreement becomes effective on the date on which all parties have signed this Agreement and all approvals (if any) required to be obtained by ODOT have been received. This Agreement terminates on May 31, 2027 ("Termination Date"), unless terminated earlier in accordance with Section 8 of this Agreement.

B. Grant Amount. The Grant Amount shall not exceed \$175,000.

C. City's Amount. The City's Amount shall not exceed \$0.

- D. Consultant's Amount. The Consultant's Amount shall not exceed \$182,830.
- E. City's Matching Amount. The City's Matching Amount is \$20,030 or 10.27% of the TGM funds in the table below in Section 2.F, and is further described in Section 3.
- F. Funding Sources. The following table summarizes the sources of the Consultant's Amount.

Funding Type	Federal	Local
TGM	\$175,000	
City - Cash Match		\$7,830
TOTAL	\$182,830	

SECTION 3. CITY'S MATCHING AMOUNT

- A. City shall pay ODOT \$7,830 of City's Matching Amount at time of the signing of this Agreement; City shall not use Federal funds for its payment. The remaining Matching Amount of \$12,200 shall be reported through documentation of Direct Project Costs that incurs after the execution of this Agreement and monetized volunteer hours. City's Direct Project Costs shall not be paid for with Federal funds.
- B. City shall document progress toward City's Matching Amount through submission of a cost report and a progress report to ODOT's Contract Administrator no later than April 30th, July 31st, October 31st and January 31st for the prior calendar quarter, with the final cost report and progress report due 30 days after the Termination Date. Cost reports shall include 100% of City's Direct Project Costs incurred after the execution of this Agreement. Generally accepted accounting principles and definitions of ORS 294.311 shall be applied to clearly document verifiable costs that are incurred. This Section 3 survives termination of the Agreement.
- C. Any travel expenses that City designates as Direct Project Costs to which City's Matching Amount will be applied must comply with State of Oregon Accounting Manual, General Travel Rules, as effective on the date the expenses are incurred.

SECTION 4. CITY'S REPRESENTATIONS, WARRANTIES, AND CERTIFICATION

- A. City represents and warrants to ODOT as follows:

1. It is a municipality or intergovernmental entity duly organized and existing under the laws of the State of Oregon.

2. It has full legal right and authority to execute and deliver this Agreement and to observe and perform its duties, obligations, covenants and agreements hereunder and to undertake and complete the Project.

3. All official action required to be taken to authorize this Agreement has been taken, adopted and authorized in accordance with applicable state law and the organizational documents of City.

4. This Agreement has been executed and delivered by an authorized officer(s) of City and constitutes the legal, valid and binding obligation of City enforceable against it in accordance with its terms.

5. The authorization, execution and delivery of this Agreement by City, the observation and performance of its duties, obligations, covenants and agreements hereunder, and the undertaking and completion of the Project do not and will not contravene any existing law, rule or regulation or any existing order, injunction, judgment, or decree of any court or governmental or administrative agency, authority or person having jurisdiction over it or its property or violate or breach any provision of any agreement, instrument or indenture by which City or its property is bound.

6. The statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of City.

B. City understands and agrees that ODOT's obligation hereunder is contingent on ODOT having received funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

SECTION 5. GENERAL COVENANTS OF CITY

A. City shall be responsible for the portion of the Total Project Costs in excess of the Grant Amount. City shall complete the Project; provided, however, that City shall not be liable for the quality or completion of that part of the Project which Exhibit A describes as the responsibility of the Consultant.

B. City shall, in a good and workmanlike manner, perform the work on the Project, and provide the deliverables for which City is identified in Exhibit A as being responsible.

C. City shall perform such work identified in Exhibit A as City's responsibility as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform such work. City shall also be responsible for providing for employment-related benefits and deductions that are required by law, including, but not limited to, federal and state income tax withholdings, unemployment taxes, workers' compensation coverage, and contributions to any retirement system.

D. City understands and agrees that all employers, including City, that employ subject workers who work under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126(2). Employers Liability insurance with coverage limits of not less than \$500,000 must be included. City shall require each of its subcontractors, if any, to comply with, and shall ensure that each of its subcontractors, if any, complies with these requirements.

E. City shall not enter into any subcontracts to accomplish any of the work described in Exhibit A, unless it first obtains written approval from ODOT.

F. City agrees to cooperate with ODOT's Contract Administrator. At the request of ODOT's Contract Administrator, City agrees to:

- (1) Meet with ODOT's Contract Administrator; and
- (2) Form a project steering committee (which shall include ODOT's Contract Administrator) to oversee the Project.

G. City shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code. Without limiting the generality of the foregoing, City expressly agrees to comply with: (1) Title VI of Civil Rights Act of 1964; (2) Title V of the Rehabilitation Act of 1973; (3) the Americans with Disabilities Act of 1990 and ORS 659A.142; (4) all regulations and administrative rules established pursuant to the foregoing laws; and (5) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

H. City shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, City shall maintain any other records pertinent to this Agreement in such a manner as to clearly document City's performance. City acknowledges and agrees that ODOT, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of City that are pertinent to this Agreement to perform examinations and audits and make copies, excerpts and transcripts.

I. City shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

J. (1) All of City's work product related to the Project that results from this Agreement (collectively, "Work Product") is the exclusive property of ODOT. ODOT and City intend that such Work Product be deemed "work made for hire" of which ODOT shall be deemed the author. If, for any reason, such Work Product is not deemed "work made for hire", City hereby irrevocably assigns to ODOT all of its rights, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. City shall execute such further documents and instruments as ODOT may reasonably request in order to fully vest such rights in ODOT. City forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

(2) ODOT hereby grants to City a royalty free, non-exclusive license to reproduce any Work Product for distribution upon request to members of the public or publish the Work Product on its official website.

(3) City shall ensure that any Work Product produced pursuant to this Agreement includes the following statement:

"This project is partially funded by a grant from the Transportation and Growth Management (TGM) Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, with Federal Highway Administration, local government, and State of Oregon funds.

"The contents of this document do not necessarily reflect the views or policies of the State of Oregon."

K. Unless otherwise specified in Exhibit A, City shall submit all final Work Product produced in accordance with this Agreement to ODOT's Contract Administrator in the following form:

(1) two hard copies; and

(2) in electronic form using generally available word processing or graphics programs for personal computers via e-mail or on compact diskettes.

L. Within 30 days after the Termination Date, City shall (1) pay to ODOT City's Matching Amount less Direct Project Costs that are Federally Eligible Costs previously reported as City's Matching Amount. ODOT may use any funds paid to it under this Section 5.L (1) or any of the City's Matching Amount that is applied to the Project pursuant to Section 3 to substitute for an equal amount of the Federal Highway Administration funds used for the Project or use such funds as matching funds; and (2) provide to ODOT's Contract Administrator, in a format prescribed by ODOT, a completion report. This completion report shall contain:

- (a) The permanent location of Project records (which may be subject to audit);
- (b) A summary of the Total Project Costs, including a breakdown of those Project costs that are being treated by City as City's Matching Amount. City shall attest that generally accepted accounting principles, State of Oregon Accounting Manual, General Travel Rules and the definitions of ORS 294.311 were applied and that federal funds were not used to meet the Matching Amount;

and

- (c) A list of final deliverables.

SECTION 6. CONSULTANT

If the Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with a Consultant to accomplish the work described in Exhibit A. In such a case, even though ODOT, rather than, City is the party to the PSK with the Consultant, ODOT and City agree that, as between themselves:

- A. Selection of the Consultant will be conducted by ODOT in accordance with ODOT procedures with the participation and input of City, to the extent permitted by applicable law;
- B. ODOT will review and approve Consultant's work, billings and progress reports after having obtained input from City;
- C. ODOT shall serve as the lead contracting agency and contract administrator for the PSK related to the work under this Agreement, including monitoring the work of its Consultant.

- D. City shall be responsible for prompt communication to ODOT's Contract Administrator of its comments regarding (A) and (B) above; and
- E. City will appoint a Project Manager to:
 - (1) be City's principal contact person for ODOT's Contract Administrator on all matters dealing with the Project;
 - (2) collaborate with ODOT's Contract Administrator regarding coordination of work as described in Exhibit A and City personnel, as necessary; and
 - (3) review invoices forwarded to City from ODOT's Contract Administrator on any deliverables produced by ODOT's Consultant and communicate any concerns City may have to ODOT's Contract Administrator.

SECTION 7. ODOT'S REPRESENTATIONS AND COVENANTS

- A. ODOT represents that, at the time ODOT executes this Agreement, sufficient funds are authorized and available for expenditure to finance ODOT's portion of this Agreement within the appropriation or limitation of its current biennial budget.
- B. ODOT represents that the statement of work attached to this Agreement as Exhibit A has been reviewed and approved by the necessary official(s) of ODOT.
- C. ODOT will assign a Contract Administrator for this Agreement who will be ODOT's principal contact person regarding administration of this Agreement and will participate in the selection of the Consultant, the monitoring of the Consultant's work, and the review and approval of the Consultant's work, billings and progress reports.
- D. If the TGM Grant provided pursuant to this Agreement includes a Consultant's Amount, ODOT shall enter into a PSK with the Consultant to perform the work described in Exhibit A designated as being the responsibility of the Consultant, and in such a case ODOT agrees to pay the Consultant in accordance with the terms of the PSK up to the Consultant's Amount.

SECTION 8. TERMINATION

This Agreement may be terminated by mutual written consent of all parties, or by ODOT effective 30 days following written notice to City. In addition, ODOT may terminate this

Agreement effective upon delivery of written notice to City, or at such later date as may be established by ODOT, under any of the following conditions:

A. City fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, or fails to perform any of the provisions of this Agreement and does not correct any such failure within 10 calendar days of receipt of written notice or by the date specified by ODOT in such written notice.

B. Consultant fails to complete work specified in Exhibit A as its responsibility, in accordance with the terms of this Agreement and within the time specified in this Agreement, including any extensions thereof, and does not correct any such failure within 10 calendar days of receipt of written notice or by the date specified by ODOT in such written notice.

C. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the work under this Agreement is prohibited or ODOT is prohibited from paying for such work from the planned funding source.

D. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement.

In the event of termination, ODOT shall have any remedy available to it under this Agreement, at law, or in equity, including but not limited to withholding of or setoff against any disbursements otherwise due under this Agreement. Any termination of this Agreement shall not prejudice any right or obligations accrued to the parties prior to termination.

SECTION 9. GENERAL PROVISIONS

A. Time is of the essence of this Agreement.

B. Except as otherwise expressly provided in this Agreement, any notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to ODOT or City at the address or number set forth in Exhibit B to this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section. Any communication or notice so addressed and mailed is in effect five (5) days after the date postmarked. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. Any communication or notice delivered by email shall be deemed to be given when

confirmation of the transmission is generated by the transmitting computer. To be effective against ODOT, such facsimile or email transmission must be confirmed by telephone notice to ODOT's Contract Administrator. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

C. ODOT and City are the only parties to this Agreement and are the only parties entitled to enforce the terms of this Agreement. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, whether directly, indirectly or otherwise, to third persons (including but not limited to any Consultant) unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

D. Sections 5(H), 5(I), 5(K) and 9 of this Agreement and any other provision which by its terms is intended to survive termination of this Agreement shall survive.

E. The parties agree as follows:

(a) Contribution.

(1) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Grantee ("Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's contribution obligation under this Section 9(E) with respect to the Third Party Claim.

(2) With respect to a Third Party Claim for which ODOT is jointly liable with the Grantee (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the

same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

(3) With respect to a Third Party Claim for which the Grantee is jointly liable with ODOT (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

(b) Choice of Law; Designation of Forum; Federal Forum.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding Section 9.E (b)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This Section 9.E(b)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This Section 9.E(b)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(c) Alternative Dispute Resolution.

The parties shall attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may

agree to utilize a jointly selected mediator or arbitrator (for non-binding mediation or non-binding arbitration) to resolve the dispute short of litigation.

F. This Agreement and attached Exhibits (which are by this reference incorporated herein) constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No modification or change of terms of this Agreement shall bind either party unless in writing and signed by all parties and all necessary approvals have been obtained. Budget modifications and adjustments from the work described in Exhibit A must be processed as an amendment(s) to this Agreement and the PSK. No waiver or consent shall be effective unless in writing and signed by the party against whom such waiver or consent is asserted. 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 ODOT to enforce any provision of this Agreement shall not constitute a waiver by ODOT of that or any other provision.

G. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original. Electronic signatures and copies of signatures by facsimile, electronic scan, or other electronic means will be considered original signatures.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives are duly authorized, have read this Agreement, understand it, and agree to be bound by its terms and conditions.

City

City of Forest Grove

By: _____
(Official's Signature)

(Printed Name and Title of Official)

Date: _____

ODOT

STATE OF OREGON, by and through its
Department of Transportation

By: _____
Michael Rock,
Statewide Transportation Planning Unit
Manager
Policy, Data & Analysis Division

Date: _____

EXHIBIT A

City understands that the Consultant has significant tasks related to, and involvement with the Project. As such Agency has entered into a separate PSK (B38916 W5 / PO-73000-00005655:1) ("Project Contract") with the Consultant to provide Services to the Project as described in the Statement of Work and Delivery Schedule of the Project Contract. City shall work closely with Agency or it's Consultant to perform the Services related to this Project. City shall perform such work described in the Statement of Work and Delivery Schedule of the Project Contract and identified as City's responsibility. Information regarding the Consultant deliverables and responsibilities is for informational purposes only and are not the responsibility of the City.

Project Purpose/Transportation and Relationship

The Pacific Avenue & Tualatin Valley Highway Access Management Strategy (the "Project") encompasses the Tualatin Valley ("TV") Highway in the City of Forest Grove ("City"), also known as Oregon Route ("OR") 8, Pacific Avenue and Adair Street. This area is integral to mobility, equity, and business development in Forest Grove. The Project will build on the recently adopted East Forest Grove TV Highway Safety Improvement Plan. The East Forest Grove TV Highway Safety Improvement Plan identifies access management as a priority for transforming TV Highway into a vibrant, attractive, and calmer arterial roadway that is pedestrian and bicycle friendly.

The Project will increase safety, mobility, and operations along the corridor through consistent design standards for driveway access, sight distances, access spacing, access restrictions, access consolidation, relocation and retirement.

Project Area

The Project Area ("Project Area") includes a 2/3-mile segment of TV Highway from the OR 47 and Quince Street intersection to the Forest Grove and Cornelius boundary at 1st Avenue and features 36 properties along the corridor. The Project Area is characterized by a mixture of uses including retail, office, apartments, assisted living facilities, and the City's largest manufactured home community.

Figure 1. Access Management Project Area

Background

TV Highway is the main connection between Forest Grove and neighboring jurisdictions Cornelius, Hillsboro, and Beaverton and acts as a vital connection for all modes of transportation between communities. Many services are found on TV Highway benefitting the diverse population living on or near the corridor. The high concentration of vehicle-oriented businesses along the corridor results in tightly spaced driveway access that creates a lot of turning movements along the corridor. The high volume of turning movements, in conjunction with a posted speed limit of 40 mph and traffic volumes of approximately 35,000 daily trips creates an environment where traffic operations are impeded and safety risks are increased.

Although TV Highway is a vital transportation link it is unsafe for pedestrians, bicyclists, and people using mobility devices. The numerous driveways along the corridor create many points of conflict resulting in collisions and many near misses that contributes to a feeling of unsafe conditions among residents.

A decade ago, the City's Transportation System Plan (originally adopted in 2014 and recently amended in 2022) identified the need to improve access management on high volume roadways, such as TV Highway, to improve safety and mobility. Subsequent updates of the Transportation System Plan identified improving TV Highway to enhance and prioritize pedestrian and bicycle safety. To advance these initiatives, the City adopted the East Forest Grove Safety Improvement Plan for TV Highway in 2022. Access management is a priority project in the Safety Improvement Plan.

The Project will result in further updates to City's Transportation System Plan, as well as amendments to Forest Groves' Development Code and Design Guideline Handbook. The updates will reinforce and be consistent with state and regional guidance including ODOT's recent Highway Design Manual updates integrating the Blueprint for Urban Design framework and Oregon Metro's ("Metro") guidance on System Management and Operations from the Regional Transportation Functional Plan. Recommendations developed for this study are preliminary and require additional analysis and confirmation by other professionals prior to implementation.

Project Objectives

- Improve pedestrian and bicycle safety by reducing modal conflict points.
- Improve roadway operations through proactive access management.
- Reduce trip delays and congestion along the corridor.
- Identify driveway access to close, consolidate or relocate.
- Identify locations for restricting allowable movements at driveways.
- Develop property owner support for better access management.
- Evaluate code amendments for access spacing along TV Highway.
- Balance overall safety and mobility with the needs of adjacent land users.
- Implement Metro Regional Transportation Functional Plan provisions for Transportation System Management and Operation
- Support ODOT Blueprint for Urban Design implementation.
- Adopt the access management strategy into the Forest Grove Transportation System Plan

General Project Delivery Schedule

Task #	Task Name	Month(s) Following Agency's Issuance of NTP
1	Project Management	1 and ongoing
2	Public Involvement	Ongoing
3	Existing Conditions	1-4
4	Access Management Alternatives Development & Evaluation	4-9
5	Transportation System Plan & Code Updates	9-14
6	Adoption	14-18

EXHIBIT B
PARTIES CONTACT INFORMATION

Name: Address: Phone: Email:	Agency's Project Manager ("APM") for the Agreement Lewis Kelley Transportation and Growth Management Program 123 NW Flanders Portland, OR 97209-4037 Phone: 971-313-2589 Fax: 503-731-3266 E-Mail: Lewis.Kelley@odot.oregon.gov	Name: Phone: Email:	Agency's Contract Administrator for the Agreement Same as APM
Name: Address: Phone: Email:	Consultant's Project Manager ("PM") for the Project Contract Marcela Rodriguez Torres HDR Engineering, Inc. 1050 SW 6th Ave., Suite 1800 Portland, OR 97204-1151 503-804-7305 marcela.rodriguez@hdrinc.com	Name: Phone: Email:	Alternate Contact for Consultant N/A
Name: Address: Phone: Email:	City's Project Manager ("CPM") for the Agreement Daniel Riordan City of Forest Grove 1924 Council Street PO Box 326 Forest Grove, OR 97116-0326 503-992-3226 driordan@forestgrove-or.gov	Name: Phone: Email:	Alternate Contact for City N/A

* ODOT may change the APM designation by promptly sending written notice (e-mail acceptable) to City, with a copy to tgmcentral@odot.oregon.gov. Changes to ODOT's Contract Administrator must be done by amendment to this Agreement.

**Any changes to the PM or CPM must be approved in writing (e-mail acceptable) by ODOT.

EXHIBIT C ELIGIBLE PARTICIPATING COST

DESCRIPTION

PERSONNEL SERVICES

Salaries - Straight time pay for regular working hours in a monthly period. Includes standard labor distributions like Social Security Taxes, Workers' Compensation Assessments and Medical, Dental, Life Insurance. Excludes mass transit tax, vacation leave, sick leave and compensatory time taken.

Overtime - Payments to employees for work performed in excess of their regular work shift.

Shift Differential - Payments to employees, in addition to regular pay, for shift differential work as described in labor contracts or Personnel Rules.

Travel Differential - Payments to employees, in addition to regular pay, for travel time to and from work on projects in excess and beyond an 8 hour day as described in labor contracts or Personnel Rules.

SERVICES AND SUPPLIES

In-State Travel - Per Rates Identified in State Travel Handbook

Meals & Misc. - Payment for meals incurred while traveling within the State of Oregon.

Lodging & Room Tax - Payment for lodging, including room taxes, incurred while traveling within the State of Oregon. Fares, Taxi, Bus, Air, Etc.

Per Diem - Payment for per diem, incurred while traveling within the State of Oregon.

Other - Payment for other miscellaneous expense, incurred while traveling within the State of Oregon.

Private Car Mileage - Payment for private car mileage while traveling within the State of Oregon.

Office Expense

Direct Project Expenses Including:

Photo, Video & Microfilm Supplies - Payment for photography, video and microfilm supplies such as film for cameras, blank video tapes, storage folders, etc.

Printing, Reproduction & Duplication - Expenditures for services to copy, print, reproduce and/or duplicate documents.

Postage - Payment for direct project postage.

Freight & Express Mail - Payment for direct project freight services on outgoing shipments.

Telecommunications

Phone Toll Charges (long-distance) - Payment for telephone long distance charges.

Publicity & Publication

Publish & Print Photos - Payment for printing and publishing photographs to development of publicity and publications.

Conferences (costs to put on conference or seminars)

Equipment \$250 - \$4,999

NOT ELIGIBLE

Employee Training, Excluding Travel

NOT ELIGIBLE

Training In-State Travel

NOT ELIGIBLE

CAPITAL OUTLAY

NOT ELIGIBLE



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: *July 14, 2025*

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

SUBJECT TITLE: *Resolution to Extend the Term of the Cable Television Services Agreement with Comcast of Oregon II to Enable the Metropolitan Area Communications Commission to Complete the Informal Review Process*

ACTION REQUESTED:

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

ISSUE STATEMENT: The franchise agreement with Comcast expires on June 30, 2025. The Metropolitan Area Communications Commission (MACC) has been informally negotiating a renewal of the franchise agreement on behalf of the member agencies. MACC is requesting that the franchise expiration date be extended to June 30, 2026, to allow MACC and Comcast additional time to complete the informal renewal process. A Franchise Extension Agreement has been prepared. A resolution has been prepared requesting the Council approve the extension of the franchise agreement. MACC is requesting all members approve this resolution which includes the extension agreement.

BACKGROUND: A report from MACC explaining the need for the extension of the franchise agreement is attached to this staff report. MACC has been negotiating an extension through June 30, 2026, as informal negotiations which have not yet been successful. MACC is requesting more time for the informal negotiations. Extensions, like the one being requested, are not unusual. A similar extension was approved last time this franchise was renewed in 2015. All 15 MACC member jurisdictions must approve the franchise extension for the extension to be effective.

FISCAL IMPACT: There is no change in fiscal impact as the terms of the current franchise agreement will continue.

STAFF RECOMMENDATION: Staff recommends the City Council approve the attached resolution approving the franchise agreement extension and authorizing the Mayor to execute the agreement for the City.

ATTACHMENTS: MACC Resolution Recommending Extension; Report to MACC Member Jurisdictions; Resolution 2025-46; and Franchise Extension Agreement.

METROPOLITAN AREA COMMUNICATIONS COMMISSION

RESOLUTION NO. 2025-02

**A RESOLUTION RECOMMENDING THAT THE MEMBER JURISDICTIONS
OF THE METROPOLITAN AREA COMMUNICATIONS COMMISSION EXTEND
THE TERM OF THE CABLE TELEVISION FRANCHISE WITH COMCAST OF
OREGON II, INC. TO ENABLE THE COMMISSION TO COMPLETE THE
INFORMAL RENEWAL PROCESS**

WHEREAS, the Metropolitan Area Communications Commission (“MACC”) is an intergovernmental commission formed pursuant to an intergovernmental agreement under ORS Chapter 190 (“IGA”), with the membership of Washington County and the cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, Lake Oswego, North Plains, Rivergrove, Tigard, Tualatin and West Linn (“Member Jurisdictions”); and

WHEREAS, in 2015, the Member Jurisdictions executed cable television franchise agreements with Comcast of Oregon II, Inc. (“Comcast”), authorizing Comcast to construct, operate, and maintain a cable communications system to provide cable service within the municipal boundaries of the Member Jurisdictions, which will expire on June 30, 2025 (“Franchises”); and

WHEREAS, by letter dated August 3, 2022, from Comcast to the Member Jurisdictions, Comcast invoked the formal renewal procedure set forth in Section 626 of Title VI of the Communications Act of 1934, as amended (the “Cable Act”), while expressing its desire to pursue the franchise renewal through informal negotiations rather than the formal renewal procedure; and

WHEREAS, the IGA authorizes MACC to process Comcast’s renewal request on behalf of the Member Jurisdictions, including informal negotiations as set forth in Section 626(h) of the Cable Act, 47 U.S.C. § 546(h), and the formal renewal procedures set forth in Sections 626(a)-(g) of the Cable Act, 47 U.S.C. § 546(a)-(g); and

WHEREAS, MACC and Comcast have been engaged in informal franchise renewal negotiations as set forth in 47 U.S.C. § 546(h); and

WHEREAS, MACC and Comcast require additional time to complete the informal renewal process, beyond the June 30, 2025 expiration of the Franchises; and

WHEREAS, Comcast has agreed to execute extension agreements with each Member Jurisdiction extending the Franchises through June 30, 2026; and

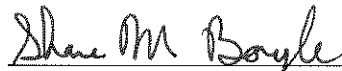
WHEREAS, the Commission recommends that the Member Jurisdictions execute the extension agreement to allow the Commission and Comcast to complete the informal franchise renewal process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE METROPOLITAN AREA COMMUNICATIONS COMMISSION:

Section 1. The Commission recommends that the Member Jurisdictions agree to an extension of the Franchises through June 30, 2026, and execute the extension agreements with Comcast substantially in the form attached hereto as Exhibit A to allow the Commission additional time to complete the informal renewal process set forth in 47 U.S.C. § 546(h).

Section 2. This resolution shall be effective upon its adoption by the Commission and signature by the Board Chair.

ADOPTED BY THE BOARD OF COMMISSIONERS OF THE METROPOLITAN AREA COMMUNICATIONS COMMISSION THIS 13TH DAY OF JUNE, 2025.


Shane Boyle, Chair

Attachment: Exhibit A

**REPORT TO MACC MEMBER JURISDICTIONS
RECOMMENDATION
COMCAST CABLE FRANCHISE TERM EXTENSION
JULY 2025
(Prepared by MACC Staff)**

Your jurisdiction is a member of the Metropolitan Area Communications Commission (MACC), the intergovernmental agency that administers and regulates cable television franchises for fifteen cities and Washington County. MACC currently administers Comcast's multiple cable television franchises (Comcast Franchise) on behalf of its members, as well as a Zipy Cable Franchise for eleven jurisdictions where that service is offered. MACC staff, and its legal counsel, negotiate directly on your behalf. Each MACC jurisdiction has its own representative, a MACC Commissioner.

MACC Recommendation – On June 13, 2025, the MACC Board of Commissioners (MACC Commission) unanimously passed a resolution (copy attached) recommending its fifteen member jurisdictions extend the current Comcast Franchise term from June 30, 2025 to June 30, 2026, in order to provide time to complete the ongoing process to renew the Comcast Franchise.

BACKGROUND

MACC staff is currently negotiating the renewal of the MACC franchise with Comcast of Oregon II, Inc. ("Comcast"), which franchise expires on June 30, 2025. MACC staff and legal counsel have exchanged draft franchise proposals with Comcast and are participating in regular meetings with Comcast in an effort to reach agreement on a renewed franchise through informal negotiations as set forth in Section 626(h) of the Cable Act. We are making progress toward agreement, but will not finalize a renewed franchise prior to the franchise expiration date. MACC staff and its legal counsel recommend extending the term of franchise agreements to allow additional time to complete the informal renewal process. Extending the franchise term requires an amendment to each member jurisdictions' franchise agreement, for which the MACC Intergovernmental Agreement requires the unanimous consent of all affected member jurisdictions.

MACC staff and Comcast have agreed on a franchise amendment to extend the term of the franchise through June 30, 2026, or until a renewed franchise is granted, whichever occurs first. Both MACC staff and Comcast believe that negotiations should conclude well before June 30, 2026, but given the resources required of MACC, the member jurisdictions and Comcast to extend the franchise, MACC recommends a one-year extension to minimize the likelihood that an additional extension will be required. MACC staff and Comcast will work diligently to complete the renewal as soon as possible.

At the MACC Commission's June 13th meeting, the MACC Commission unanimously agreed to recommend that the MACC member jurisdictions extend the term of the Comcast Franchise Agreement to June 30, 2026.

ACTION REQUESTED

MACC asks that your jurisdiction agree to an extension of the Comcast franchise through June 30, 2026, and execute the extension agreement with Comcast to allow the Commission additional time to complete the informal renewal process set forth in 47 U.S.C. § 546(h).

MACC staff and legal counsel have prepared a resolution to effect this change in your jurisdiction.

MACC staff would be happy to answer any questions you have about this recommended action.

Enclosures:

- Franchise Extension Agreement
- MACC Resolution 2025-02

RESOLUTION NO. 2025-46

RESOLUTION EXTENDING THE TERM OF THE CABLE TELEVISION FRANCHISE WITH COMCAST OF OREGON II, INC. TO ENABLE THE METROPOLITAN AREA COMMUNICATIONS COMMISSION TO COMPLETE THE INFORMAL RENEWAL PROCESS

WHEREAS, the Metropolitan Area Communications Commission (MACC) is an intergovernmental commission formed by Intergovernmental Agreement (IGA) under ORS Chapter 190, with Washington County and the cities of Banks, Beaverton, Cornelius, Durham, Forest Grove, Gaston, Hillsboro, King City, Lake Oswego, North Plains, Rivergrove, Tigard, Tualatin and West Linn as members (Member Jurisdictions); and

WHEREAS, the IGA contemplates that MACC and its Member Jurisdictions may grant one or more nonexclusive cable franchise agreements to construct, operate, and maintain a cable system to provide cable service within the combined boundaries of the Member Jurisdictions; and

WHEREAS, Comcast of Oregon II, Inc. (Comcast) currently holds cable franchises with the Member Jurisdictions with effective dates of July 1, 2015, which were to expire on June 30, 2025 (Comcast Franchises); and

WHEREAS, on August 3, 2022, Comcast requested that the Comcast Franchises be renewed; and

WHEREAS, the IGA authorizes MACC to process Comcast's renewal request on behalf of the Member Jurisdictions, including informal negotiations as set forth in 47 U.S.C. § 546(h) and the formal renewal process set forth in 47 U.S.C. § 546 (a)-(g); and

WHEREAS, MACC and Comcast have been engaged in informal franchise renewal negotiations as set forth in 47 U.S.C. § 546(h); and

WHEREAS, on June 13, 2025, the MACC Commission adopted Resolution 2025-02, recommending that the Member Jurisdictions extend the Comcast Franchises to June 30, 2026, to allow MACC and Comcast additional time to complete the informal renewal process; and

WHEREAS, Comcast has agreed to execute extension agreements with each Member Jurisdiction; and

WHEREAS, the City of Forest Grove finds that it is in the best interest of the City and its residents to extend the term of the Comcast Franchise to allow MACC to complete the informal renewal process.

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

Section 1. The City Manager is hereby authorized to execute the extension agreement with Comcast substantially in the form attached hereto as Exhibit A, extending the term of the Franchise through June 30, 2026, to allow MACC to complete the informal renewal process set forth in 47 U.S.C. § 546(h).

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

PRESENTED AND PASSED this 14th day of July, 2025.

Mariah S. Woods, City Recorder

APPROVED by the Mayor 14th day of July, 2025.

Malynda H. Wenzl, Mayor

FRANCHISE EXTENSION AGREEMENT

WHEREAS, Comcast of Oregon II, Inc. (“Comcast”) currently holds a cable franchise with the City of _____ (“City”), with an effective date of July 1, 2015, which was to expire on June 30, 2025 (“Franchise”); and

WHEREAS, the City is a member of the Metropolitan Area Communications Commission (“MACC”), an intergovernmental commission formed through an Intergovernmental Agreement in accordance with ORS Chapter 190, to which the City transferred administration responsibilities associated with the Franchise, including renewal negotiations; and

WHEREAS, MACC, on behalf of the City, has been working with Comcast to reach agreement on a renewed franchise through the informal renewal process in accordance with 47 U.S.C. § 546; and

WHEREAS, the City and Comcast Oregon wish to extend the Franchise to allow for additional negotiations toward agreement on a renewed franchise agreement.

NOW, THEREFORE, the City and Comcast agree as follows:

1. The Franchise shall be extended to expire on June 30, 2026, unless a renewed franchise agreement takes effect prior to that date, in which case the Franchise shall expire on the effective date of the renewed franchise.
2. All provisions of the Franchise, other than the duration of the Franchise as set forth in Section 2.3, shall remain in full force and effect through the expiration date set forth herein.
3. The parties do not waive any rights which they enjoy under law as a result of agreeing to this Franchise Extension Agreement.

ACCEPTED this __ day of ____, 2025.

City of _____, Oregon

By: _____

Print Name: _____

Title: _____

ACCEPTED this ____ day of _____, 2025.

Comcast of Oregon II, Inc.

By: _____

Print Name: _____

Title: _____



Food and Beverage Policy

Jesse VanderZanden, City Manager

Mariah Woods, City Recorder

City Council Work Session 7-14-25

AGENDA

Purpose

Background

Elected/Appointed Officials

Employees

PURPOSE

**Address changes resulting from a
recent opinion adopted by the Oregon
Government Ethics Commission**

BACKGROUND

- On May 9th, 2025 the Oregon Government Ethics Commission (OGEC) adopted an advisory opinion concluding that ORS 244.040 prohibits a public body from providing food or beverages to its employees and elected or appointed officials unless such food or beverages are made a part of the official or employee's compensation package

BACKGROUND

The findings included the following situations:

- meals provided to members of the governing bodies or employees during meetings that occur over the lunch or dinner hour
- annual volunteer appreciation lunches or dinners for members of their appointed boards and commissions
- team building events that include food or beverages
- food and beverages for a holiday potluck or retirement party

The findings do not apply to meal reimbursements for travel under existing policies, or food that is also provided to the public at large.

BACKGROUND

The City has previously provided the following:

- Annual Boards and Commissions appreciation dinner
- Employee Appreciation events twice a year
- Council dinners at sessions that occur during mealtimes
- Food provided for meetings/trainings taking place at mealtimes

In response to the OGEC findings, the City has ceased providing all such food and beverages.

BACKGROUND

If the Council wishes to permit the City to continue providing food and beverages in the aforementioned circumstances, the following actions must be taken:

- **For elected officials:** adopt a policy for appointed and elected officials that makes such food or beverages a part of the official compensation package.
- **For employees:** Update your local government personnel policies to make such food and beverages part of the official compensation package for employees.

POLICIES

The City Attorney's Office has drafted sample policies that address meals, food, beverages, or other compensation provided to officials and employees as a result of performing their official duties. Separate policies have been drafted for elected/appointed officials and employees.

The drafted policies would allow for a continuation of past practices, rather than constituting new compensation. There would be no additional cost to the City.

ELECTED AND APPOINTED OFFICIALS

Per the OGEC ruling, the elected official policy must be adopted by the body. Under ORS 244.020, such a policy would be considered a “pecuniary benefit” and would therefore require three resolutions:

- A resolution for the Mayor, with the Mayor abstaining.
- A resolution for three Councilors, with them abstaining.
- A resolution of the remaining Councilors, with them abstaining.

EMPLOYEES

- Prior to the OGEC findings, staff have been drafting a travel and business expense policy. Some of the items noted in the OGEC findings were already enumerated in the working draft of that policy, and the remaining items can be similarly integrated.

DISCUSSION

- **Would the Council like to adopt an elected and appointed official food and beverage policy?**
- **Would the Council like to adopt an employee travel and business expense policy that includes food and beverages?**
- **Does the Council approve continuation of meals for meetings during mealtimes? Employee/Board and Commission Appreciation events?**
- **Any additional feedback or questions?**