



Malynda Wenzl, Mayor

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

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

[TVCTV Livestream](#)

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

5:30 - EXECUTIVE SESSION

EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC. No formal decisions or actions will be taken. Per ORS 192.660(4) representatives of the news media may not attend executive sessions on labor negotiations.

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

5:50 - URBAN RENEWAL AGENCY BOARD WORK SESSION

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

Urban Renewal Agency Building Improvement Grants

Staff: Miles Glowacki, Economic Development Coordinator

6:30 - CITY COUNCIL WORK SESSION

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

Police Facility

Staff: Henry Reimann, Police Chief

7:00 - CITY COUNCIL MEETING

A. Call to Order

1. Roll Call
2. Land Acknowledgement
3. Pledge of Allegiance
4. **National Community Development Week 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.
- C. Consent Agenda:** Items considered routine, adopted with a single motion without discussion. Councilors may remove items prior to the motion to adopt. Any removed items are discussed and acted upon following the approval of the remaining items.
1. Assign Corrected Resolution Number
 2. Tourism Sponsorship Awards March 2026
 3. Monthly Building Activity Report February 2026
 4. Accept Resignations on Boards and Commissions
- D. Additions/Deletions**
1. City Manager
 2. Proposed by Councilors
- E. 7:20 Presentations:** The Council will hold questions until the end of each presentation.
1. **Comprehensive Plan**
Staff: Bryan Pohl, Community Development Director
- F. 7:50 Public Hearings, Ordinances, and Resolutions**
1. Second Reading
**ORDINANCE 2026-02 AMENDING FOREST GROVE DEVELOPMENT CODE
ARTICLE 8- DEVELOPMENT STANDARDS, AND ARTICLE 12 – USE
CATEGORIES AND DEFINITIONS FILE NO. 311-25-000025-PLNG**
Staff: Matthew Johnson, Senior Planner
 2. **RESOLUTION 2026-06 TRANSFERRING APPROPRIATIONS WITHIN VARIOUS
FUNDS FOR FISCAL YEAR 2025-26 FOR AN ECONOMIC DEVELOPMENT
STRATEGIC PLAN**
Staff: Miles Glowacki, Economic Development Coordinator
 3. **RESOLUTION 2026-07 ADOPTING 2026-2028 CITY COUNCIL ACTION PLAN**
Staff: Kim Ezell, Assistant City Manager
 4. **RESOLUTION 2026-08 ADOPTING CITY MANAGER PERFORMANCE
EVALUATION AND SELF-EVALUATION FORMS AND REPEALING RESOLUTION
NO. 2025-09**
Staff: Brenda Camilli, Human Resources Director

5. **RESOLUTION 2026-09 AUTHORIZING CITY MANAGER OR DESIGNEE TO SIGN PURCHASE AGREEMENT AND COMPLETE THE PURCHASE OF A RAILROAD SPUR PROPERTY LOCATED ON THE SOUTHWEST CORNER OF HAWTHORNE AND 23RD (NO TAX LOT IDENTIFICATION) AND 2.83 ACRES OF PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 3 WEST, W.M. (WASHINGTON COUNTY TAX LOT 1N331DC06100)**

Staff: Jesse VanderZanden, City Manager

6. **RESOLUTION 2026-10 AUTHORIZING CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF FOREST GROVE AND WASHINGTON COUNTY FOR ADMINISTRATION OF CONTAMINATION REDUCTION PROGRAM**

Staff: Jesse VanderZanden, City Manager

G. 9:00 Council Communications:

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

H. 9:30 Adjournment

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



BUILDING IMPROVEMENT GRANTS

Kim Ezell | Assistant City Manager

Miles Glowacki | Economic Development Coordinator

Work Session March 9, 2026

City of Forest Grove

AGENDA

Purpose

Background

Program Objectives/Scoring Rubric

Minimum Scoring Threshold

Program Eligibility

Questions / Comments

PURPOSE

3

The purpose of tonight's work session is to discuss changes to the Building Improvement Grant Program (BIG) for the 2026 cycle in response to Council's comments during the 2025 Grant Program scoring process.

PURPOSE

4

Council direction from this year's BIG process:

- Create clear connection between BIG scoring criteria, 2040, and URA Plan
- Consider using the scoring rubric to incentivize projects that create housing in the town center and increase assessed value
- Create a scoring methodology similar to an RFP process that assigns higher weight to objectives of importance

EDC comments from January Program scoring meeting:

- Add eligibility criteria related to project financial feasibility

BACKGROUND

5

The Statement of Purpose of Forest Grove's Urban Renewal Plan is:

- Further eliminate blight and blighting influences
- Improve the utilization of land within the Urban Renewal Area
- Encourage private investment and job creation
- Increase the taxable value of the property

BACKGROUND

The Objectives of the URA Plan related to BIG are:

Objective 3.1 – Create a program to reduce development costs and encourage private investment resulting in appreciation of property values and efficient use of vacant and underutilized land.

Objective 4.1 - Establish a program to encourage the preservation, conservation, and adaptive reuse of historic resources.

Objective 4.2 - Assist business retention and expansion efforts.

Objective 4.4 - Encourage the construction of needed housing and mixed-use development.

Objective 4.5 - Encourage private development of public amenities that support residential uses.

Objective 5.1 - Encourage a mixture of land uses including retail, office, and housing along the Pacific Avenue corridor.

PROPOSED PROGRAM OBJECTIVES: URA 7

Objective	Urban Renewal Plan
Eliminate blight and blighting influences	Statement of Purpose
Increase taxable assessed value	Statement of Purpose Objective 3.1
Stimulate private investment	Statement of Purpose Objective 3.1
Encourage preservation, conservation, and adaptive reuse of historic resources	Objective 4.1
Retain and expand businesses	Statement of Purpose Objective 4.2
Encourage construction of housing and mixed-use development	Statement of Purpose Objective 4.4 Objective 5.1
Encourage private development of public amenities that support residential uses	Statement of Purpose Objective 4.5

VISION 2040 PLAN



2040 GOAL AREAS: ECONOMY | COMMUNITY GROWTH

2040 ACTIONS

- 1.2 Increase volume and diversity of commercial business development
- 1.6 Strengthen partnerships with local small businesses
- 1.9 Partner with property owners to attract businesses
- 1.10 Incentive programs to support/retain small/local businesses
- 2.3 Educate landowners and/or developers on new housing options
- 2.5 Activate policies around utilizing downtown “upstairs” apartments per the Urban Renewal Plan

PROPOSED PROGRAM OBJECTIVES: 2040 9

Objective	Vision 2040
Eliminate blight and blighting influences	1.9 Partner with property owners
Increase taxable assessed value	1.9 Partner with property owners
Stimulate private investment	1.9 Partner with property owners
Encourage preservation, conservation, and adaptive reuse of historic resources	
Retain and expand businesses	1.2 Commercial business development 1.6 Partner with local small businesses 1.10 Support and retain small businesses
Encourage construction of housing and mixed-use development	1.9 Partner with property owners 2.3 Educate owners on housing options 2.5 Activate “upstairs” apartments
Encourage private development of public amenities that support residential uses	

PROPOSED PROGRAM OBJECTIVES: COMBINED

1
0

Objective	URA	2040
Encourage construction of housing and mixed-use development	Statement of Purpose Objective 4.4 Objective 5.1	1.9 2.3 2.5
Retain and expand businesses	Statement of Purpose Objective 4.2	1.2 1.6 1.10
Increase taxable assessed value	Statement of Purpose Objective 3.1	1.9
Stimulate private investment	Statement of Purpose Objective 3.1	1.9
Eliminate blight and blighting influences	Statement of Purpose	1.9
Encourage private development of public amenities that support residential uses	Statement of Purpose Objective 4.5	
Encourage preservation, conservation, and adaptive reuse of historic resources	Objective 4.1	

POLICY QUESTIONS

1
1

Do these proposed objectives meet the goals of the Board?

Are there any proposed objectives the Board would like to remove?

Are there comments on the proposed metrics?

ENCOURAGE CONSTRUCTION OF HOUSING AND MIXED-USE DEVELOPMENT

1
2

Measurable by:

- Number of housing units
- Conversion of “upstairs” or other vacant space to housing

RETAIN AND EXPAND BUSINESSES

1
3

Measurable by:

- Number of permanent jobs created
- If the project adds commercial space
- If the project increases business capacity, e.g., converts from low to higher employment/production space
- If the project would retain a business that would otherwise consider leaving Forest Grove

INCREASE TAXABLE ASSESSED VALUE

1
4

Measurable by:

- Whether improvements are likely to increase taxable assessed value (TAV)
- Percent of improvements likely to increase TAV

According to the County assessor, improvements that likely increase TAV:

- New construction: building additions, second story, ADU's
- Major Remodels: structural remodels, finishing unfinished spaces, converting spaces
- System and utility upgrades: add central air, improve HVAC

Improvements that are unlikely to increase TAV:

- Repairs and maintenance: Roof replacement, painting; window, floor, and appliance replacements

STIMULATE PRIVATE INVESTMENT

1
5

Measurable by:

- City to other investment ratio (match percentage)
- Dollar value of total investment

ELIMINATE BLIGHT / BLIGHT INFLUENCES

1
6

Blight is defined under ORS 457.010 as “areas that, by reason of deterioration, faulty planning, inadequate or improper facilities, deleterious land use, or the existence of unsafe structures, or any combination of these factors, are detrimental to the safety, health, or welfare of the community.”

Measurable by:

- If a project improves safety
- If a project addresses deterioration
- If a project corrects inadequate facilities
- If a project improves building utilization
- If a project improves curb appeal

ENCOURAGE PRIVATE DEVELOPMENT OF PUBLIC AMENITIES THAT SUPPORT RESIDENTIAL USES

1
7

Measurable by:

- If project includes a public walking path, green space, or public gathering area

ENCOURAGE PRESERVATION, CONSERVATION, AND ADAPTIVE REUSE OF HISTORIC RESOURCES

1
8

Measurable by:

- If a project improves a building registered or recognized as a historic resource
- If a project improves a building of a certain age or older

POLICY QUESTION: OBJECTIVES

1
9

Do the proposed objectives meet the goals of the Board?

Are there any objectives the Board would like to remove from the proposal?

Objective
Encourage construction of housing and mixed-use development
Retain and expand businesses
Increase taxable assessed value
Stimulate private investment
Eliminate blight and blighting influences
Encourage private development of public amenities that support residential uses
Encourage preservation, conservation, and adaptive reuse of historic resources

POLICY QUESTION: SCORING

2
0

- Under an RFP scoring process, there are 100 possible points
- The primary scoring concept is “weighting”. Weighting allocates more points to objectives of strategic priority.
 - For example, if the Board wants to target conversion of vacant space for housing, it apportions more of the 100 points to that objective than the other objectives. The result is projects that convert vacant space to housing score higher than projects that do not.

POLICY QUESTION: SCORING

2
1

- Another scoring concept is “preference” points. This is often used for objectives of lower strategic priority that are either “yes” or “no”. It can make scoring easier; however, it can also reduce discretion.
 - For example, if a project includes a certain objective such as repairing a historic resource, it automatically receives 5 points whereas a project that does not repair a historic resource receives 0 points.
 - Another example is if a project is both housing and commercial (mixed-use) it automatically receives 5 points over projects that are either exclusively housing or exclusively commercial.
 - Examples will be illustrated on the following slide.

EXAMPLE SCORING RUBRIC

Objective	Points
Encourage construction of housing and mixed-use development	25
Retain and expand businesses	20
Increase taxable assessed value	15
Stimulate private investment	15
Eliminate blight and blighting influences	15
Encourage private development of public amenities that support residential uses	5
Encourage preservation, conservation, and adaptive reuse of historic resources	5

Discussion:

- Assigning points to each category (must add up to 100)
- Whether to make certain objectives or portions of objectives “preference”
 - Example: whether public amenities and historic resources should be “preference”
 - Example: whether a project that is both housing and commercial should automatically receive a certain number of points over projects that are one or the other

POLICY QUESTION: MINIMUM SCORE

2
3

Does the Board wish to establish a minimum score threshold for a project to receive funding?

- Minimum score thresholds are common as they allow the Board to assure projects that do not meet the program objectives are not funded.
- For example, a project must score 50 or higher to be eligible for funding.
- A minimum threshold would be included with the scoring rubric.

PROGRAM ELIGIBILITY

2
4

CURRENT ELIGIBILITY REQUIREMENTS

2
5

Are there any eligibility requirements the Board would like to add, remove, or amend?

- Property must be located within the Urban Renewal Area.
- Project will likely increase the taxable assessed value.
- Property must be used in whole or in part for commercial purposes.
- Applicant must be a building owner or tenant and provide a notarized letter.
- Business must be locally owned or a locally owned franchise.
- Businesses must be for profit or a non-profit that does not receive a city property tax exemption.
- The maximum amount a property can receive in a 5-year cycle is \$105,000 (includes design grant)
- Applicant must attest they will not use grant funds to pay for their own labor.
- Cannot use grant funds for any governmental permit, SDC, and/or application fee.
- Project must comply with all local, state, and federal rules and regulations.
- Applicant must provide a signed and notarized Hold Harmless Letter.
- Applicant must answer all questions on the application.

PROPOSED ELIGIBILITY REQUIREMENTS

2
6

- Establish minimum project cost threshold, e.g., \$20,000.
- Restrict funding from being used on portable assets.
- Require funding be used for a building improvement.
- Must demonstrate financial feasibility through a letter of credit or other written confirmation that matching investment has been secured.

NEXT STEPS

2
7

- 2025 approved projects have been awarded and contracted.
- Staff will bring a resolution with program changes to the April 13 meeting.
- Website and application forms will be updated.
- 2026 BIG application period opens July 1, 2026-December 31, 2026. Staff will publicize the Program before and during the application window.
- EDC will meet on January 14, 2027, to score and discuss the applications.
- Board will consider and award applications in February 2027.

Thank you!

REFERENCE: EXISTING SCORING RUBRIC ²₉

Criteria	Eligible Points
Project stimulates private investment Applications with a higher ratio of match to grant and potential impact to assessed value would receive a higher score.	<u>5</u>
Project would create or retain jobs Applications are scored based on type and number of jobs created.	<u>5</u>
Project would increase the desirability of the space for leasing or increase gathering spaces Projects that increase desirability for leasing or increase the use of the space as a “third place” (public gathering space) would receive a higher score.	<u>5</u>
Project would increase the functionality of the space for leasing Projects that increase the functionality of the space, i.e., HVAC/plumbing/electrical improvements, for current or future tenants, including aesthetics, access, and ADA compliance, would receive a higher score.	<u>5</u>
Project would improve the operating, preservation, and/or environmental sustainability of the space Projects that improve the operating, preservation, and/or environmental efficiency of the building would receive a higher score.	<u>5</u>
	Total Score:

REFERENCE: TAV CHART

3
0

Category	Improvement / Change	Likely to Trigger Additional Assessed Value?	Notes
New Construction	New home or new primary structure	Yes	Always added as "exception value"
	Rood addition / second story	Yes	Increase square footage = added assessed value
	Garage addition	Yes	Treated as a new improvement
	Accessory Dwelling Unit (ADU)	Yes	Adds livable space
Major Remodels	Structural remodeling (moving walls, reconfiguring the layout)	Often	If it increases real market value beyond statutory thresholds
	Finishing basement or attic	Yes	Converts non-living space into living space
	Office conversion to living space "upstairs"	Yes	Converts non-living space into living space
	Major facility remodel (kitchen, bathrooms)	Often	If values exceeds thresholds
Systems & Utilities	Adding Central Air	Possibly	If it increases the market value of the property
	Major HVAC Upgrade	Possibly	Depends on added value
	Whole building generator	Possibly	Considered an improvement if permanently attached
Land & Use Changes	Omitted improvement discovered by tax assessor	Yes	Added retroactively
Repairs & Maintenance	Roof Replacement	No	Considered maintenance
	Exterior or interior painting	No	Considered maintenance
	Replacing windows	No	Considered maintenance
	Replacing floors	No	Considered maintenance
	Appliance replacement	No	Considered maintenance



Police Facility

Work Session, City Council

Henry Reimann, Police Chief

Jesse VanderZanden, City Manager

March 9, 2026

AGENDA

Purpose

Background

Polling Results Recap

Outreach

Considerations

PURPOSE

3

To reach consensus on whether to place a \$29.5 million bond to construct a new police facility on the November 2026 ballot.

2040 VISION PLAN

4



Goal: Community Growth

Outcome: Improve public safety response in Forest Grove

Actions: 2.17: Build a new police facility

BACKGROUND: POLICE FACILITY

5

2015-16	Needs Assessment & Concept Design
2018	Property Purchase 19th and Birch
2019-21	Alternatives Analysis and 10% Design • Determined new facility most cost effective • Value engineered from 25.5k SF to 21.5K SF
2021-22	COVID, consensus not to ballot
2023-24	Reached 35% Design
May '25	BM 34-343 issuing \$29.5m in bonds failed Yes: 47.75%, No: 52.25%
Nov '25	Value engineered \$1.4 million in savings, keeping bond at \$29.5m
Jan '26	Reviewed polling results. Consensus to consider Nov. 2026 ballot.
Feb '26	Applied for \$3 million state grant.

POLLING RECAP

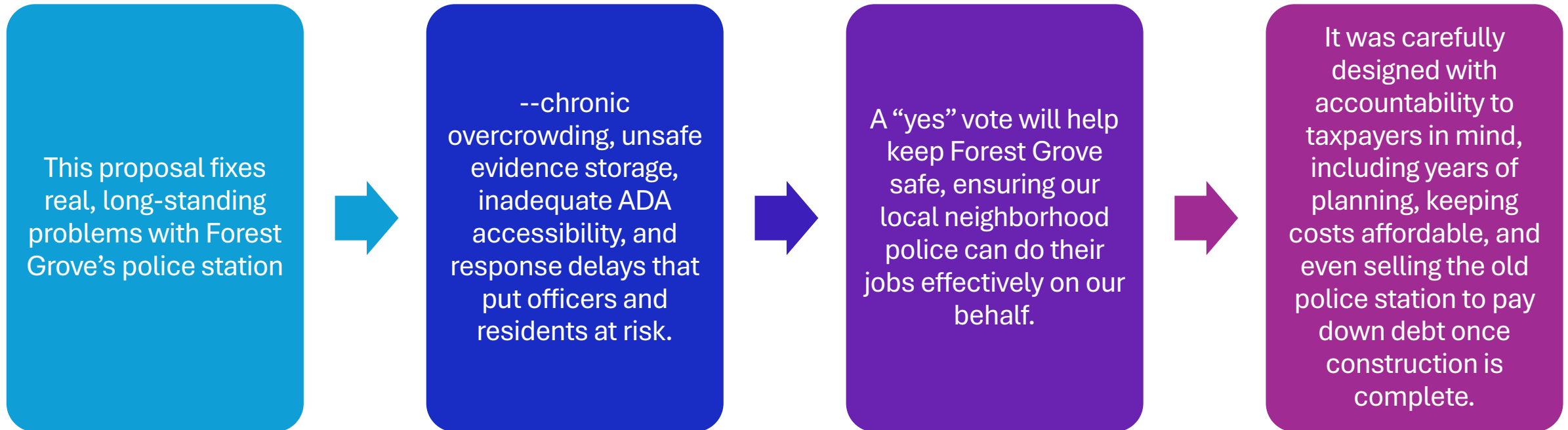
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- Poll done by Patinkin Research Strategies (attached)
- Sample size of 400 likely voters, +/- 4.9% accuracy
- Summary: bond could pass but requires a robust campaign
- Strongly recommends only one local revenue measure per ballot, i.e., do not place the police facility and operational levy on the same ballot.

POLLING RECAP

7

Hypothetical Message:



CONSIDERATIONS: OPERATING LEVY

8

- City Levy expires June 2028
- Normally ballot three elections prior to expiration or May 2027

BALLOT TIMELINES

9

2026 Election Timelines	NOV '26	MAY '27
Polling	Jan 26	N/A
Resolution approving ballot title, question and summary	Jul 13	Jan 25
Last day for ballot title	Aug 14	Feb 26
SEL 802 Notice of Measure / Explanatory Statement	Sept 3	Mar 18
Last day to file arguments	Sept 7	Mar 22
Ballots mailed	Oct 14	Apr 28
Election Day	Nov 3	May 18

BALLOT CONSIDERATIONS: NOV 2026

10

- “Big” ballot / general election year:
 - Mayor / City Councilors
 - County Commissioners (unless 50% in primary)
 - Governor, State Senate and House
 - U.S. Senate and House Election
- 1.5 years since police facility ballot
- 6 months from City operating levy (May 2027)
- Younger electorate / higher voter turnout
- Would allow for communications plan over the summer
- Would not require re-costing police facility

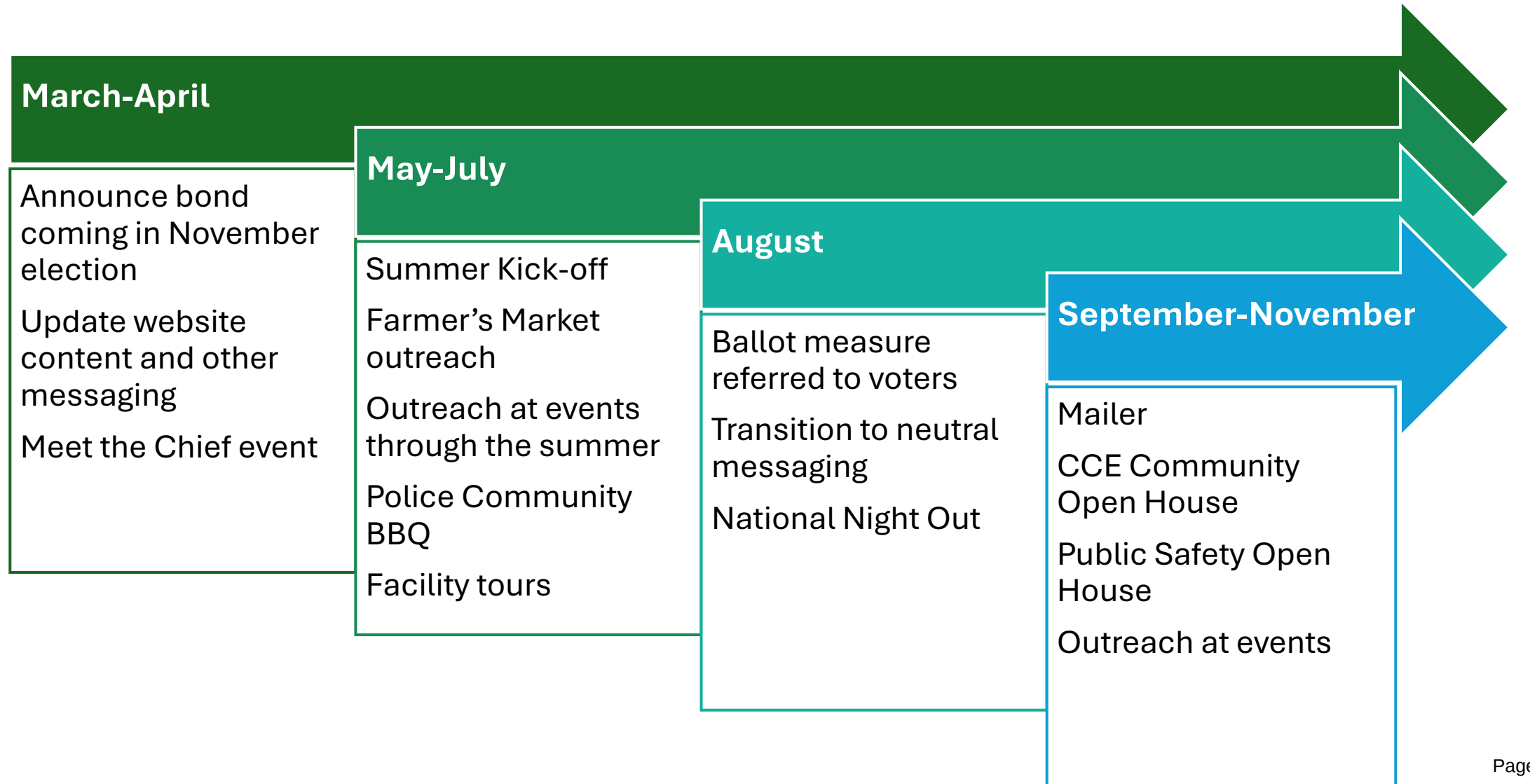
BALLOT CONSIDERATIONS: MAY 2027

11

- “Small” ballot / non-election year
- City Operating Levy
- Not recommended to have to have two local revenue measures on same ballot
- Would need to re-evaluate police facility costs
- Two years since police facility ballot
- Older electorate / lower voter turnout

COMMUNICATIONS PLAN

12



QUESTIONS AND DISCUSSION

BACK UP SLIDES



City of Forest Grove Police Station Survey

**PATINKIN
RESEARCH
STRATEGIES**



- **A survey of n=400 likely November 2026 voters in the City of Forest Grove was conducted via live phone. Telephone interviews were conducted via both landline and cell phone.**
- **A voter file sample was used and quotas were implemented to reflect a likely November 2026 electorate.**
- **Interviews were conducted January 5-8, 2026.**
- **The overall margin of error is +/-4.9%. The margin of error for subgroups varies and is larger.**
- **Throughout this report we refer to “younger” and “older” voters. Younger voters are under age 50 and older voters are age 50 and up.**
- **Throughout this report we also refer to “targets.” Targets are defined as voters who start out undecided or are voting “yes, not strongly” on the bond.**
- **Region breakouts by precinct:**
 - **West: Precinct 340**
 - **East: Precinct 339**

City voter demographics:



	All Registered Voters	Likely May 2026 Voters	Likely November 2026 Voters
Male	46%	45%	45%
Female	50%	53%	53%
Under 50	54%	29%	44%
Over 50	46%	71%	56%
Over 70	18%	35%	24%
Democrats (reg.)	30%	44%	37%
NAV/Other (reg.)	48%	22%	34%
Republicans (reg.)	22%	34%	29%

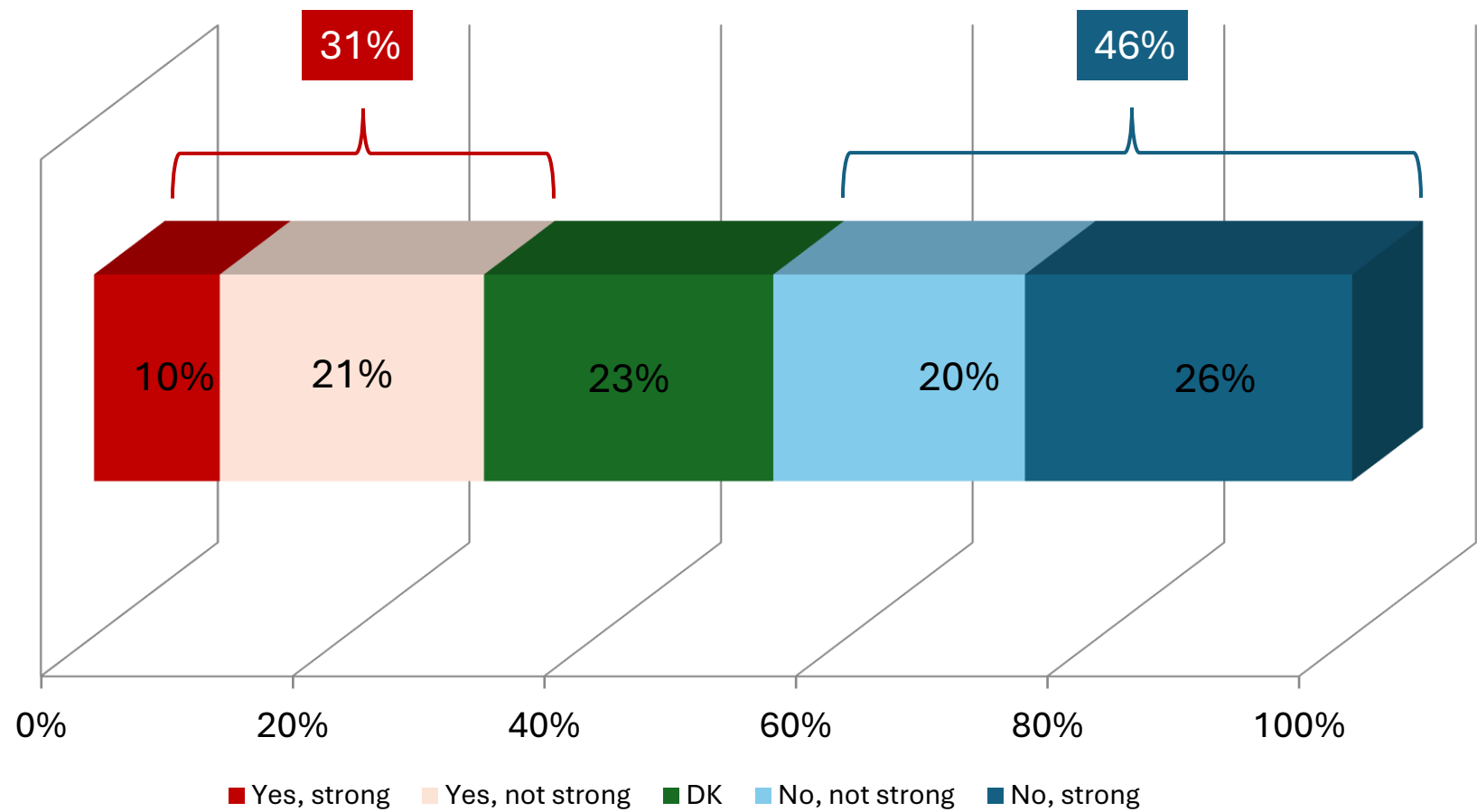


Where We Start

Nearly half (46%) say the current police station does not meet the needs of the community



However, nearly a third of those who say the building is inadequate still indicate they will be voting “no” on the bond.



	Net yes	Don't know	Net no
"Yes" on bond	27%	7%	44%
"No" on bond	66%	27%	32%
Undecided	8%	65%	24%

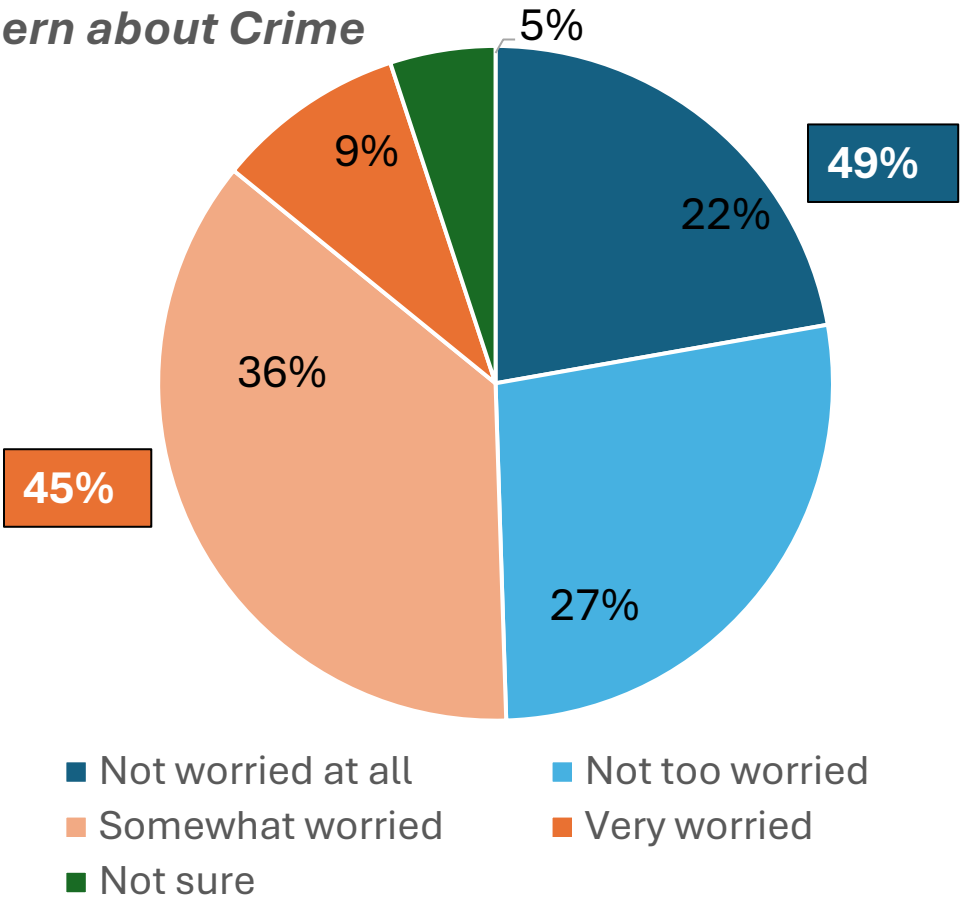
Do you believe the building that houses the City of Forest Grove's police department meets the needs of the community for public safety and policing?

Voters are divided over concerns about crime in Forest Grove—many of our targets are less likely to indicate crime is a worry, something to consider when thinking about tone



Worries about crime are a decent indicator of vote choice on the bond.

Concern about Crime



Most likely to be net “worried:”

GOP women	62%
Older Republicans	57%
Women, college+	57%
Ages 60-69	56%
Older, college+	56%
Republicans, college+	52%
Net worried	45%

Most likely to be net “not worried:”

Men under age 50	63%
Under age 40	61%
Democrats, no college	61%
NAV, no college	57%
No college women	57%
Democratic men	55%
Older Democrats	55%
Over age 70	54%
Net worried	49%

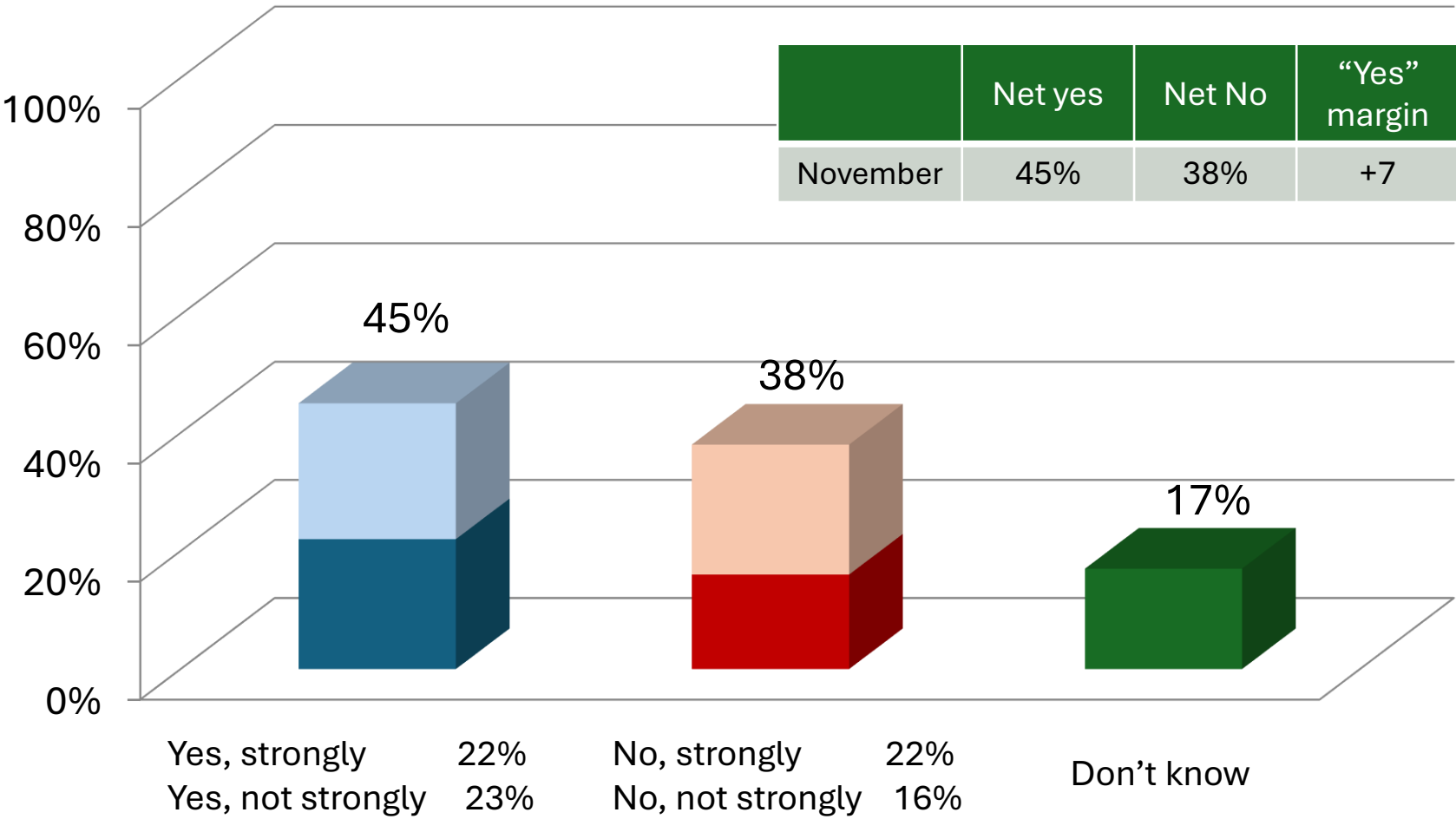
Overall, how worried are you about crime in your community—are you very worried, somewhat worried, not too worried, or not worried at all?

	Net worried	Don't know	Net not worried
“Yes” on bond	58%	42%	33%
“No” on bond	40%	48%	62%
Undecided	2%	11%	5%

Bond language receives plurality support



Support and opposition are similar whether we target a May or November election.



The City of Forest Grove may place a bond measure on the November 2026 ballot which may read:

“Bonds to construct police facility, improve public safety, emergency preparedness. Shall Forest Grove construct police facility to improve public safety, emergency preparedness, by issuing \$29 point five million dollars in bonds?”

Having heard this, if the election were held today, would you vote “yes” or “no” on this bond measure?

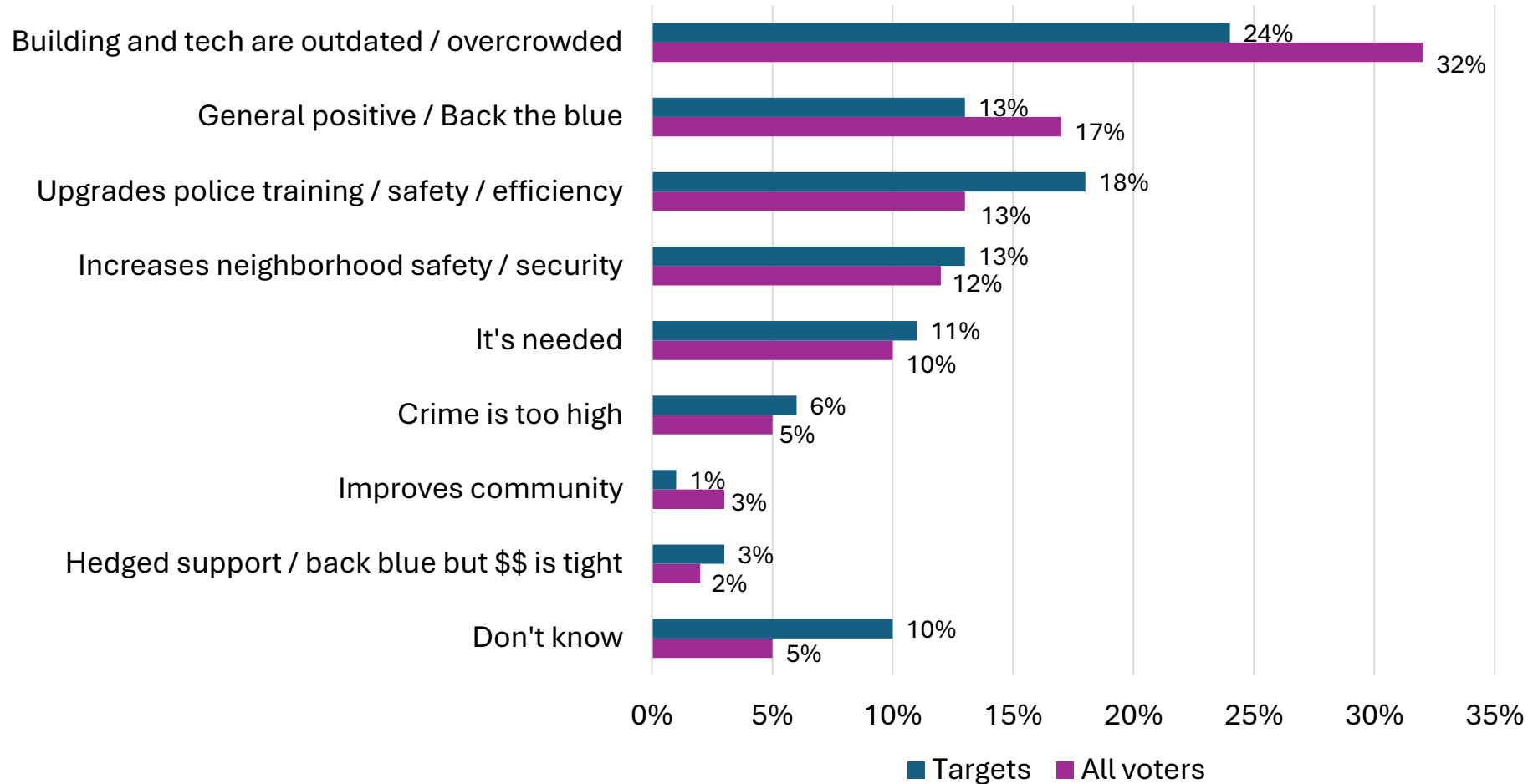
There are distinct gaps in the electorate based on gender and partisanship in particular—Republicans provide our base at the outset



	Yes	No	Don't Know	Yes Margin
Men	41%	44%	16%	-3
Women	49%	34%	18%	+15
Under age 50	39%	40%	21%	-1
Over age 50	47%	38%	15%	+9
Over age 70	40%	42%	18%	-2
West	46%	40%	13%	+6
East	43%	35%	22%	+8
Democrats	37%	45%	17%	-8
Non-affiliated voters (NAV)	43%	35%	23%	+8
Republicans	57%	32%	12%	+25
TOTAL	45%	38%	17%	+7

Having heard this, if the election were held today, would you vote "yes" or "no" on this bond measure?

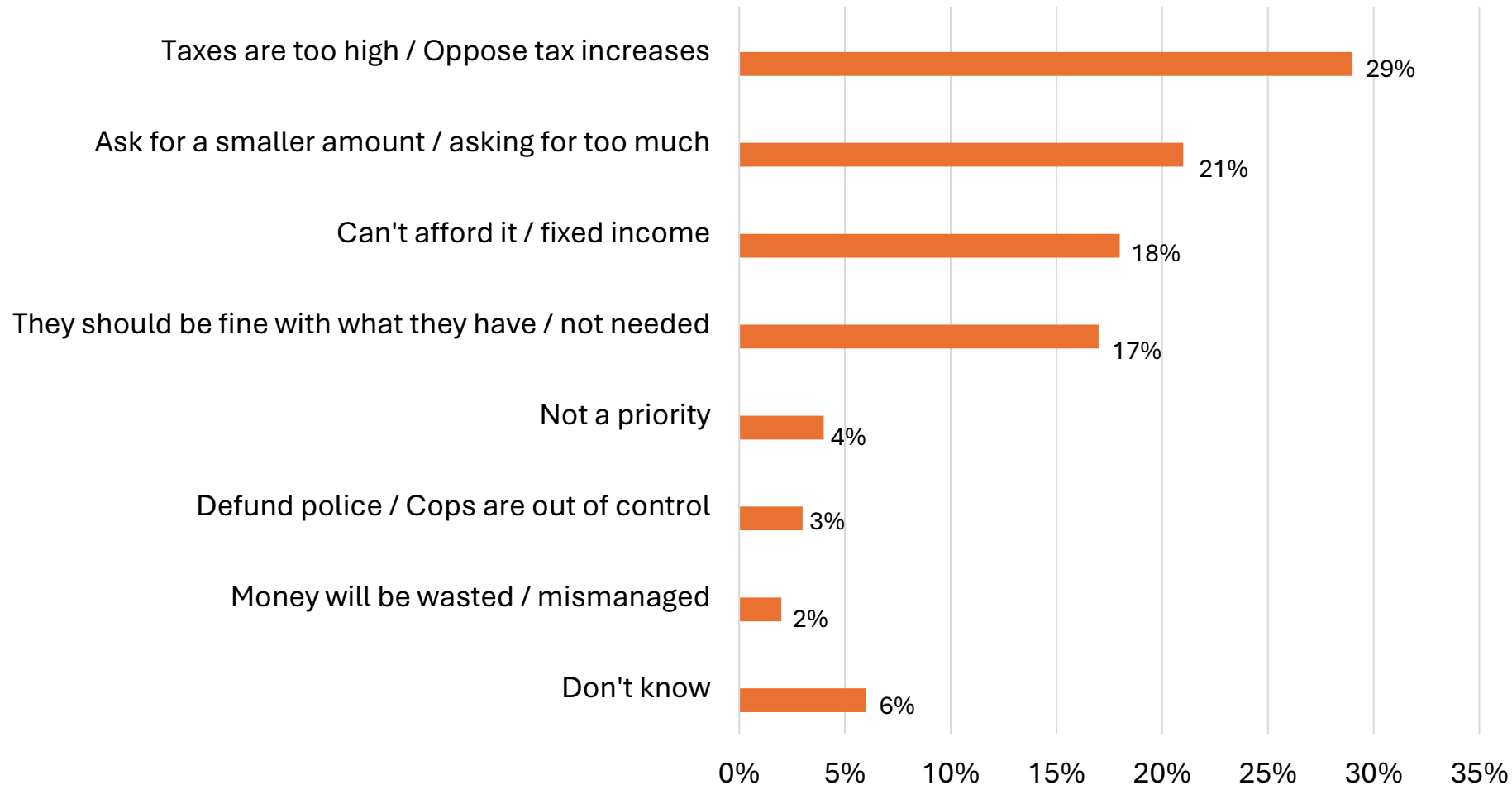
Top reason to support the bond among targets and voters as a whole is the outdated, inadequate status of the current facility



What makes you feel that way?

Note: Open ended question asked only among voters who indicated they would vote “yes” on the bond. [n=180]

Antipathy towards taxes generally, the size of the bond in particular, and pocketbook concerns drive opposition



What makes you feel that way?

Note: Open ended question asked only among voters who indicated they would vote “no” on the bond. [n=153]



Message Strategy

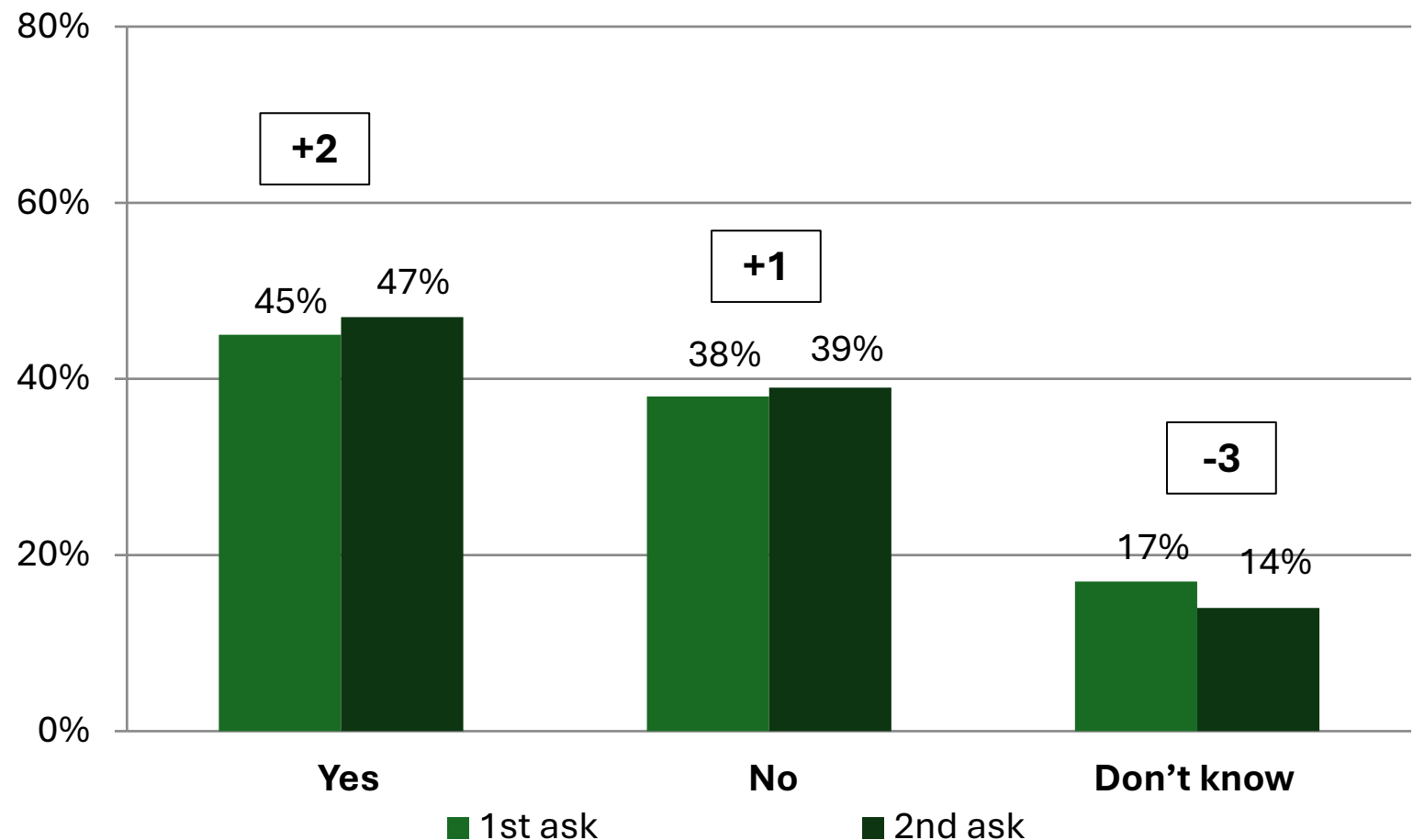


Let me tell you a little more about the proposed bond that would allow the construction of a police station to improve public safety and emergency preparedness.

The bond is designed to replace the existing Forest Grove Police Station with an up-to-date public safety center. The existing police station was built in the 1970s, when both the police force and population of Forest Grove was about a third of the size that it is now. An updated public safety center would significantly enhance our police force's ability to maintain public safety by better securing the facility, adding safety features, improving evidence storage, adding interview rooms for crime victims and suspect interrogations that reflect best practices in policing, and by more safely securing police vehicles, equipment, and firearms. The bond would also allow the police station to be in compliance with modern seismic and A-D-A accessibility standards. The bond will cost the average homeowner an additional \$22 per month.

Having heard this, would you vote “yes” or “no on this proposed bond?

No significant movement after voters learn what they're buying and the cost per month



Having heard this, would you vote “yes” or “no on this proposed bond?”

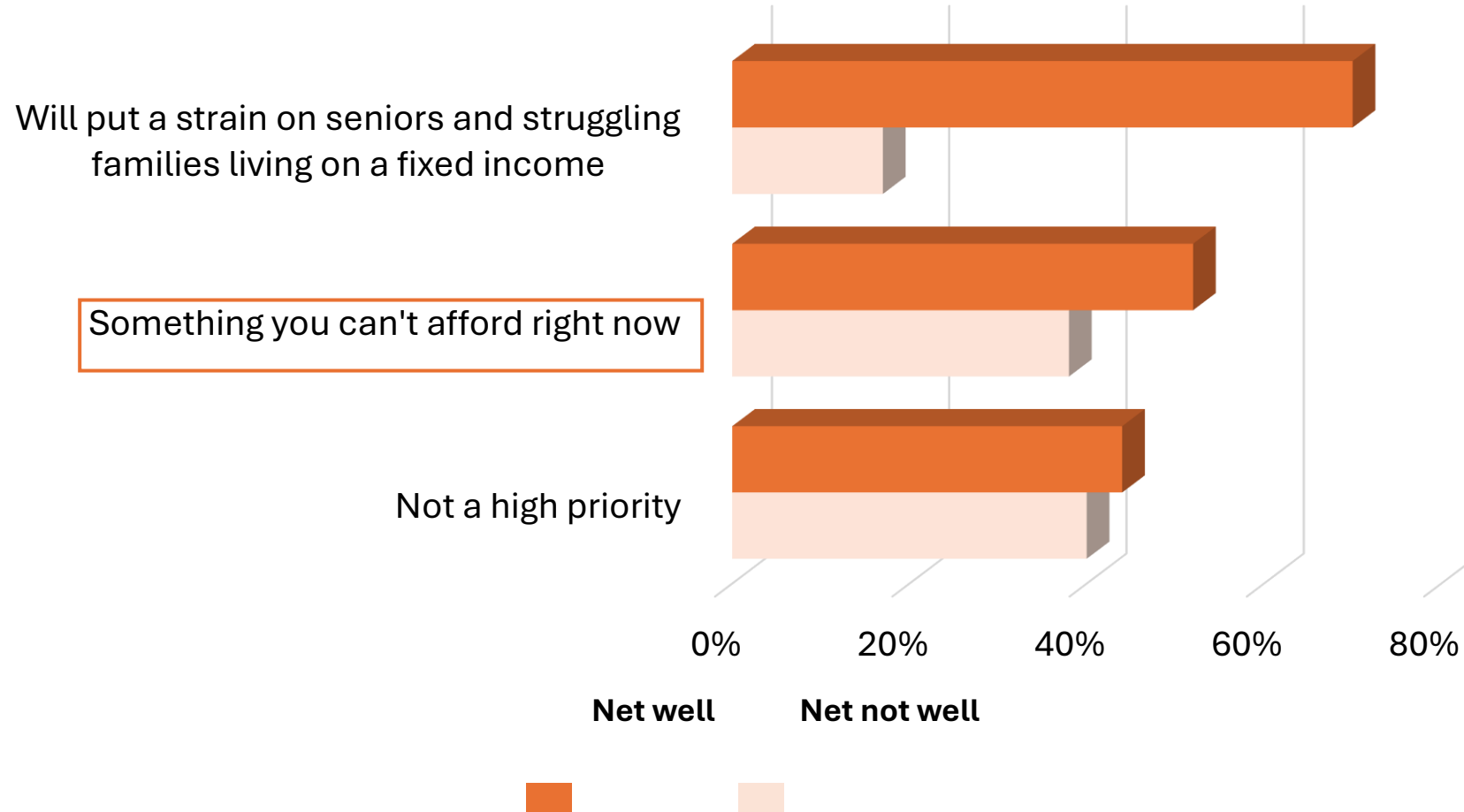
Top tier bond projects highlight the importance of accountability, safety, and access when talking about the police station



Independent audits appear in regression modeling as a driver of support.

	Favor, strongly	Net Favor
[ACCESS] Ensures A-D-A accessibility - also known as the Americans with Disabilities Act - so that all residents, employees, and visitors can have equal access to the city's police station	41%	66%
[ACCOUNTABILITY] Allows the city to sell the old police facility and use the proceeds to pay down debt once construction is complete	40%	64%
[SAFETY] Ensures the separation of adult and juvenile offenders	34%	64%
[SAFETY] Updates fire protection and electrical systems, replaces aging and inefficient H-VAC systems, and addresses water intrusion issues	31%	64%
[SAFETY] Creates a secure dedicated armory for storage of firearms	31%	64%
[ACCOUNTABILITY] Includes built in accountability mechanisms such as independent auditing, citizen oversight, and would require that 100 percent of measure proceeds be spent on construction of a new police facility	29%	63%

Voters are very worried about the impact the bond will have on struggling families and those on fixed incomes



I'm going to read you a list of words and phrases that people use to describe bond measures. After each, please tell me whether you think it describes the bond measure to build a new police and public works facility in the City of Tigard, very well, pretty well, not too well, or not well at all. If you don't know how well a word or phrase describes this measure, please tell me that, too, and we will move on.

Note: Items backed in blue are drivers of opposition to the bond based on regression modeling.

The best performing messages stress accountability, accessibility, the efficiency for emergency responders, protecting juvenile offenders and safe storage



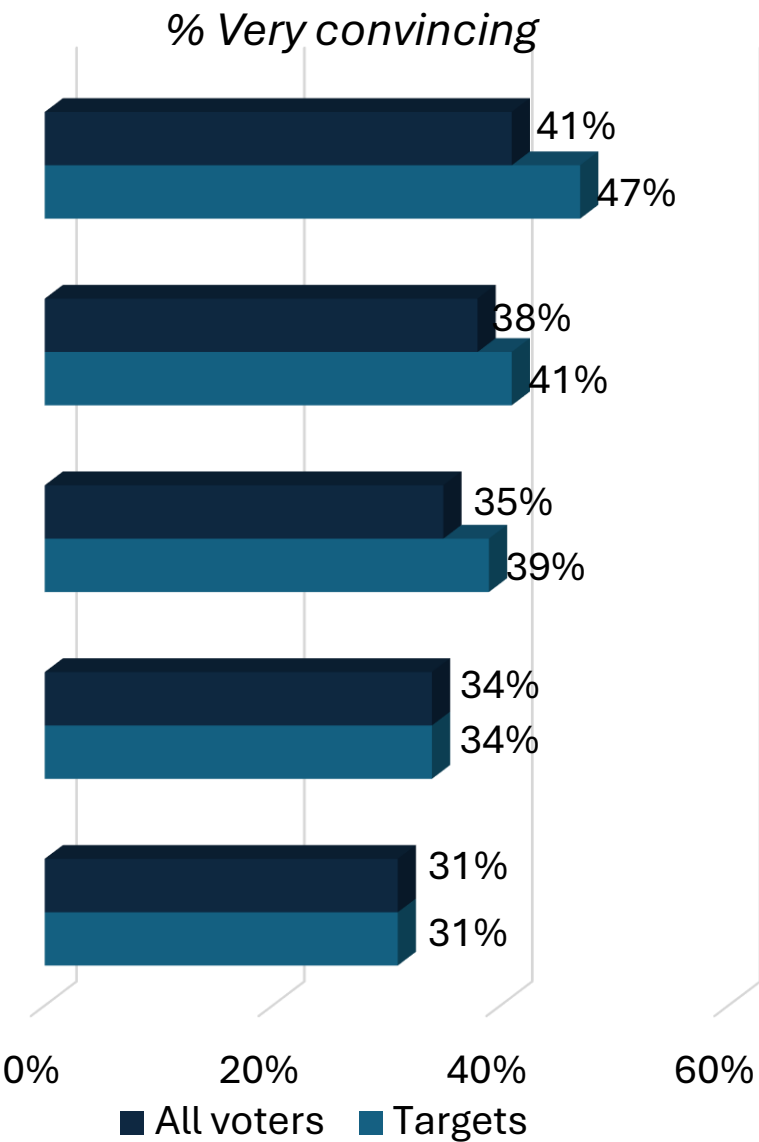
[ACCOUNTABILITY] This proposal was structured with the cost to taxpayers in mind. The city and a team of volunteers spent years working together worked together to identify a project that meets the needs of the city police department while staying within an affordable price. This includes selling the old police station once construction is complete and using the proceeds to pay down the city’s debt

[ACCESSIBILITY] Because our city facilities were built many decades ago, they do not meet existing accessibility requirements for disabled residents. This measure ensures all residents, employees, and visitors can have equal access to city facilities—regardless of their age or physical abilities

[PARKING] The current city police station does not have adequate parking for both police vehicles and equipment. This means that police vehicles are often double-parked, making it more difficult to respond quickly in the case of an emergency. This measure will help protect public property, maintain a safe, secure perimeter for our law enforcement officers, and allow the police to respond more efficiently when they’re needed

[JUVENILES] The current Forest Grove police station is so small and overcrowded that adults charged with serious crimes are being held in the same space as juvenile curfew violators waiting for their parents to pick them up

[STORAGE] Due to a lack of space, police firearms, ammunition, and evidence for criminal investigations are stored in locker rooms, basements, and even in temporary buildings in the parking lot. Not only is this not standard procedure and unsafe, it can also lead to negative impacts on evidence due to risk of water exposure and lack of a temperature-controlled climate



**Net “Convincing”
All Voters Targets**

67% 85%

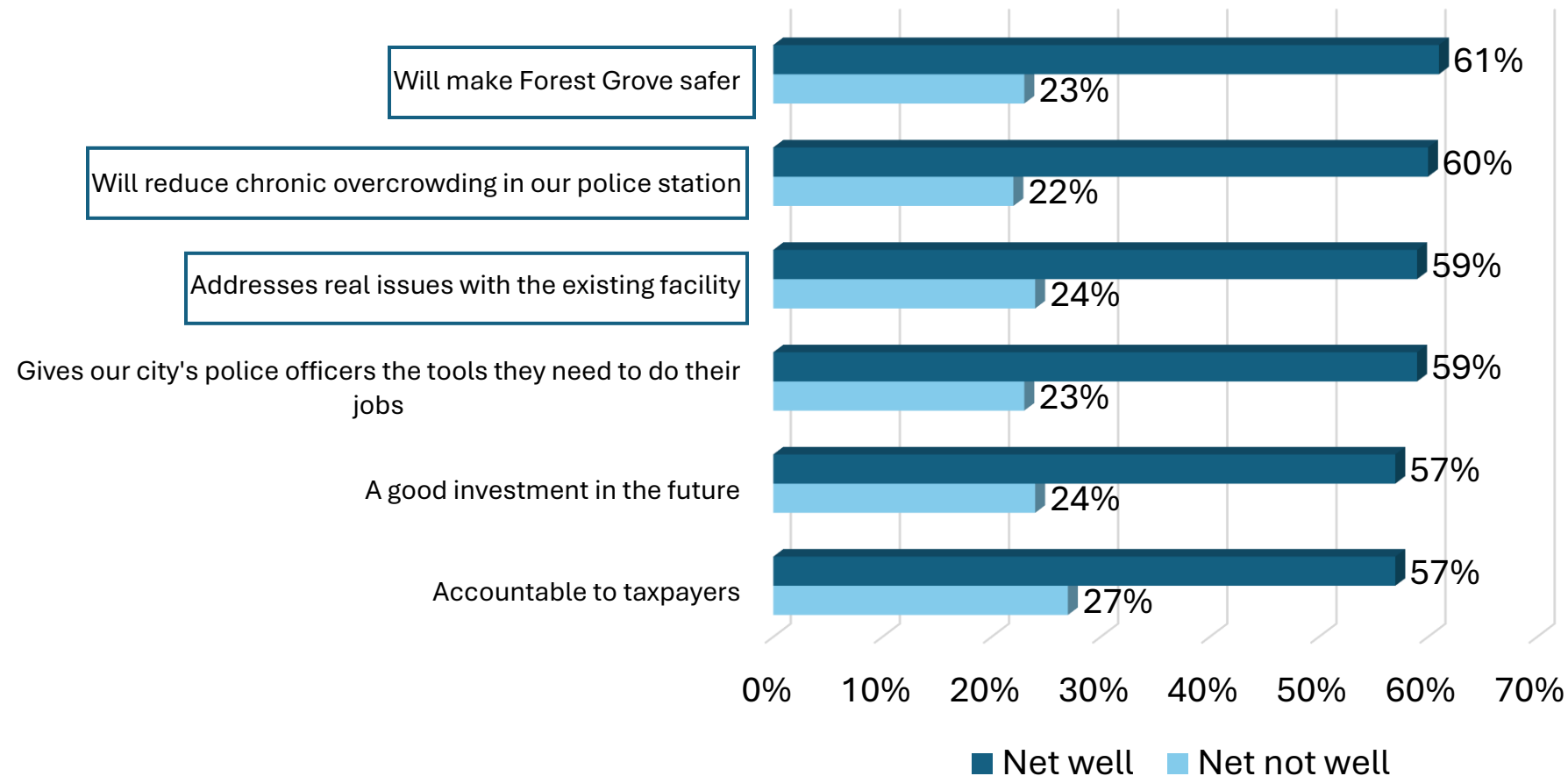
68% 88%

64% 90%

67% 87%

65% 79%

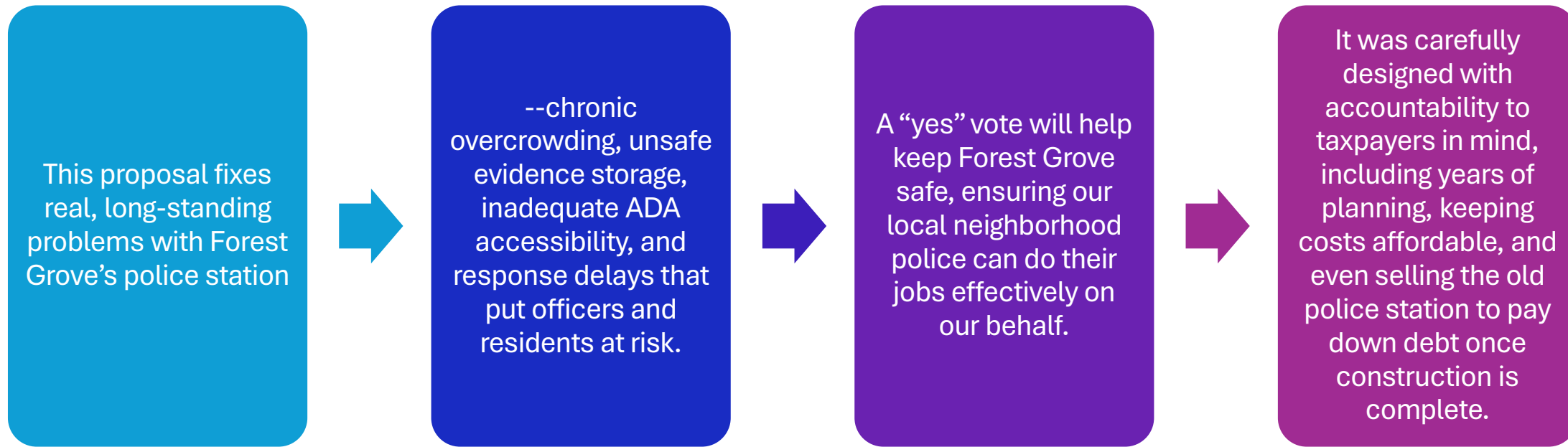
After messaging, stickiest trait characteristics for the bond focus on making Forest Grove safer by addressing real issues like reducing chronic overcrowding in the station



I'm going to read you a list of words and phrases that people use to describe bond measures. After each, please tell me whether you think it describes the bond measure to build a new police and public works facility in the City of Tigard, very well, pretty well, not too well, or not well at all. If you don't know how well a word or phrase describes this measure, please tell me that, too, and we will move on.

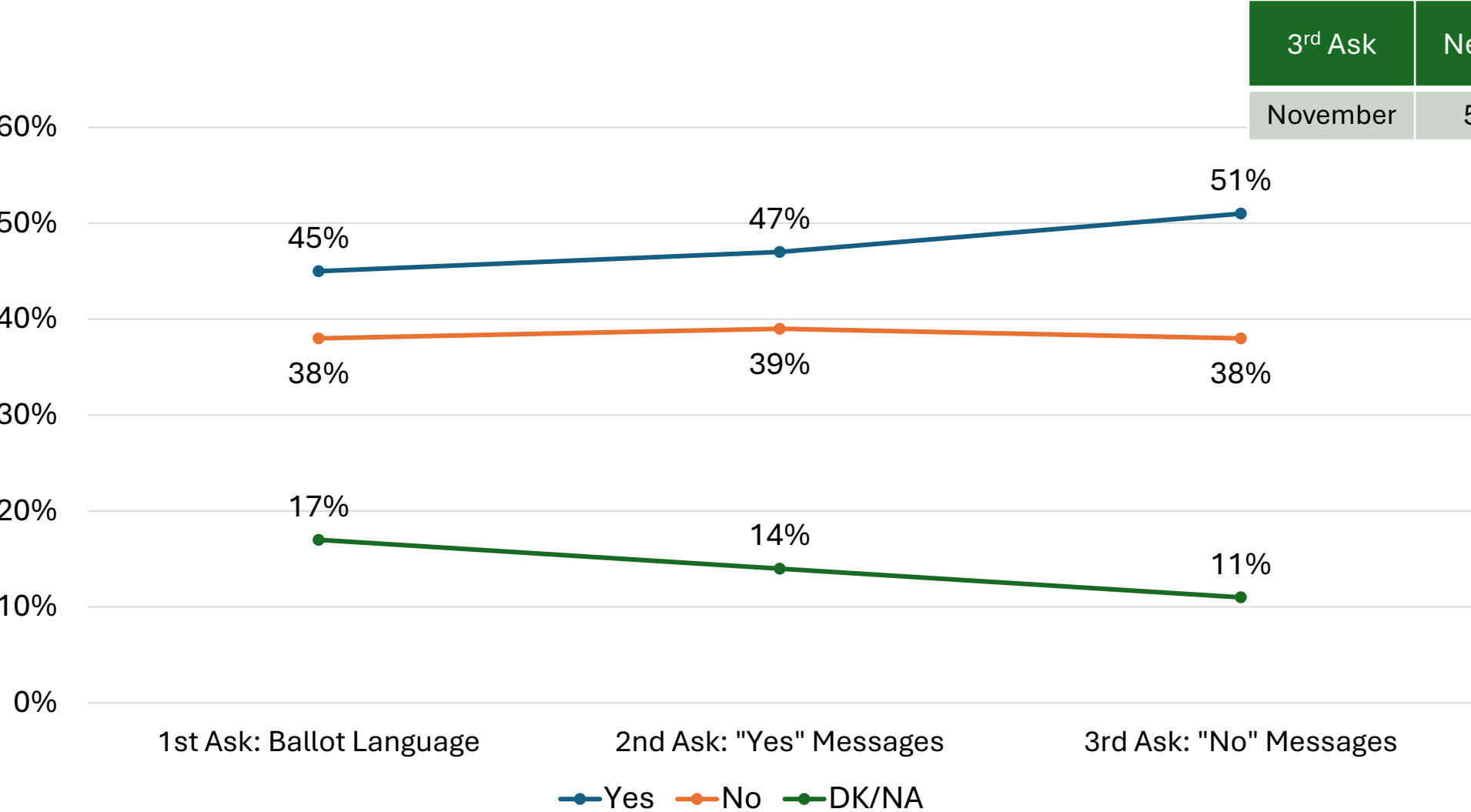
NOTE: traits boxed in BLUE driver support for the bond based on regression modeling

Hypothetical message frame based on top performing messages and bond items:



Note: this frame was arrived at through a combination of top tier messaging and regression analysis.

After voters learn more about the bond, support increases to just above a majority



Sometimes over the course of a survey people change their minds. Let me ask you again: the City of Forest Grove may place a bond measure on the November 2026 ballot which may read: “Bonds to construct police facility, improve public safety, emergency preparedness. Shall Forest Grove construct police facility to improve public safety, emergency preparedness, by issuing \$29 point five million dollars in bonds?” Having heard this, if the election were held today, would you vote “yes” or “no” on this bond measure?



Questions? Please reach out!

ben@patinkinresearch.com

m: 503-317-5486

maggie@patinkinresearch.com

m: 503-577-5007



PROCLAMATION

WHEREAS, the week of April 6th – April 10th, 2026 has been designated as National Community Development Week by the National Community Development Association to celebrate the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program; and

WHEREAS, the CDBG Program provides annual funding and flexibility to local communities to provide decent, safe and sanitary housing, a suitable living environment and economic opportunities to low-and moderate-income people; and

WHEREAS, the HOME Investment Partnerships (HOME) Program provides funding to local communities to create decent, safe, affordable housing opportunities for low-income persons. Nationally, over one million units of affordable housing have been completed using HOME funds; and

WHEREAS, Washington County has received a total of \$10,353,189 in CDBG funds and \$8,217,092 in HOME funds over the past five years.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST GROVE DOES HEREBY PROCLAIM APRIL 6 – APRIL 10, 2026 AS

National Community Development Week

In Forest Grove, Oregon, in support of these two valuable programs that have made tremendous contributions to the viability of the housing stock, infrastructure, public services, and economic vitality of our community.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Forest Grove, Oregon, to be affixed this 9th day of March, 2026.

Malynda H. Wenzl, Mayor, City of Forest Grove



PROCLAMACIÓN

CONSIDERANDO QUE, la semana del 6 al 10 de abril de 2026 ha sido designada como la Semana Nacional del Desarrollo Comunitario por la *National Community Development Association*, con el fin de celebrar el Programa de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG por sus siglas en inglés) y el Programa de Asociaciones de Inversión HOME; y

CONSIDERANDO QUE, el Programa CDBG proporciona financiamiento anual y flexibilidad a las comunidades locales para ofrecer viviendas dignas, seguras y salubre, un entorno adecuado para vivir y oportunidades económicas para personas de ingresos bajos y moderados; y

CONSIDERANDO QUE, el Programa de Asociaciones de Inversión HOME proporciona financiamiento a las comunidades locales para crear oportunidades de vivienda digna, segura y asequible para personas de bajos ingresos. A nivel nacional, más de un millón de unidades de vivienda asequible han sido completadas utilizando fondos HOME; y

CONSIDERANDO QUE, el Condado de Washington ha recibido un total de \$10,353,189 en fondos de CDBG y \$8,217,092 en fondos de HOME durante los últimos cinco años.

AHORA, POR LO TANTO, EL AYUNTAMIENTO DE LA CIUDAD DE FOREST GROVE PROCLAMA POR MEDIO DE LA PRESENTE LOS DÍAS DEL 6 AL 10 DE ABRIL DE 2026 COMO

Semana Nacional del Desarrollo Comunitario

En Forest Grove, Oregon, en apoyo a estos dos valiosos programas que han realizado contribuciones extraordinarias a la viabilidad de existencias de viviendas, la infraestructura, los servicios públicos y la vitalidad económica de nuestra comunidad.



EN TESTIMONIO DE LO CUAL, He suscrito la presente y he hecho que el sello de la Ciudad de Forest Grove, Oregon, se emplace en este día 9 de marzo de 2026.

Malynda H. Wenzl
Alcaldesa de la Ciudad de Forest Grove

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Mariah Woods, City Recorder

CC: Jesse VanderZanden, City Manager

MEETING DATE: March 9, 2026

SUBJECT TITLE: Assigning Corrected Number to Resolution 2026-05, now Resolution 2026-11 Consenting to Appointments to City of Forest Grove Advisory Boards, Committees and Commissions

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

BACKGROUND

On February 9th, 2026, the City Council passed Resolution 2026-05 Consenting to Appointments to City of Forest Grove Advisory Boards, Committees and Commissions. Due to a clerical oversight, the number assigned to this resolution was a duplicate of one previously assigned. Staff has updated the resolution to the next available number: Resolution 2026-11. This report is to enter that correction into the record.

RECOMMENDATION

As no changes are being made to the content of the resolution, this report is informational only.

ATTACHMENT

- Resolution 2026-11

RESOLUTION NO. 2026-11

**RESOLUTION CONSENTING TO APPOINTMENTS
TO CITY OF FOREST GROVE ADVISORY BOARDS,
COMMITTEES AND COMMISSIONS**

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

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

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

Section 1. The City Council consents to the following Board and Commission appointments:

Name	Board/Commission	Term exp
Tim Farrell	Planning Commission	12/31/29
Natasha Triplitt	Historic Landmarks Board	12/31/29

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

PRESENTED AND PASSED this 9th day of February, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 9th day of February, 2026.

Malynda H. Wenzl, Mayor

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Miles Glowacki, Economic Development Coordinator

CC: Kim Ezell, Assistant City Manager

MEETING DATE: March 9, 2026

SUBJECT TITLE: March 2026 Tourism Sponsorship Awards

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

2040 VISION PLAN

Goal: Economy

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

BACKGROUND

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

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

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

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

Sponsorship awards are placed on the consent agenda for consideration. The program is currently funded at \$40,000 for FY 25-26. The city has sponsored nine events this fiscal year for a total of \$32,000. If Council approves the two pending sponsorship requests, the program's remaining budget will be \$1,250. Should staff receive additional sponsorship requests before the end of the fiscal year, staff will prepare a budget adjustment to bring to Council for consideration.

Staff is forwarding two sponsorship requests to the City Council for consideration.

Event Name	Organization	Requested Amount	Recommended Amount
2026 Independence Day Celebration & Fireworks	Downtown Association of Forest Grove (DAFG)	\$8,000	\$5,000
2026 Juniors Federal District Tournament	Forest Grove Youth Baseball	\$1,750	\$1,750

FISCAL IMPACT

Staff's recommendation would result in a \$6,750 expenditure from the Transient Lodging Tax Fund. If all applications are approved at the recommended funding level, the remaining balance of the Tourism Sponsorship Fund for FY2025-2026 will be \$1,250.

RECOMMENDATION

Staff recommends that the City Council consider funding the 2026 Independence Day Celebration and Fireworks at \$5,000, which is the maximum sponsorship tier.

Staff recommends that the City Council consider funding the 2026 Juniors Federal District Tournament at \$1,750.

ATTACHMENTS

- 2026 Independence Day Celebration and Fireworks Application
- 2026 Juniors Federal District Tournament Application

Print**Tourism Event Sponsorship Program - Submission #2155****Date Submitted: 2/4/2026****Purpose**

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

Overview

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

Review and Approval

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

Eligibility

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

Criteria

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

Review Considerations

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

Possible Expectations

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

Acknowledement*☒ Yes

I have read all of the above listed information.

Event Name*

2026 Independence Day Celebration and Fireworks

Group Name*

Downtown Association of Forest Grove

Contact Name*

Donna Gustafson

Phone Number***Email Address***

Contact Address*

PO Box 482

City*

Forest Grove

State*

OR

Zip Code*

97116

Requested Funding Amount*

8000

Event Location*

Tom McCall Middle School 1255 Pacific Avenue, Forest Grove

Event Dates and Hours*

7/4/2026

05:00 PM

—

7/4/2026

10:45 PM

Event Website*

downtownforestgrove.com/july-4th

Event Social Media Handles*

facebook.com/DowntownForestGrove

List all that apply.

Describe the Event*

This inclusive celebration of Independence Day and America's 250th Anniversary will be a family-friendly, ADA-accessible event welcoming residents of all ages. The day will feature local vendors, food and beverages, games, live music, and community performances.

The event is designed to foster community unity and connection, with programming that highlights local entertainment and student talent, particularly from area schools and youth groups.

It will also provide fundraising opportunities for local nonprofits, teams, and community organizations, helping support the groups that strengthen Forest Grove year-round.

The celebration will conclude with an evening fireworks display, bringing the community together for a shared and memorable finale.

We invite the City to use this as an opportunity to connect your departments to the community.

Describe your Marketing Plan Including Anticipated Reach*

A multi-channel marketing strategy will be used to promote the Fourth of July and America's 250th Anniversary celebration and drive both local and regional attendance. Outreach will extend beyond Forest Grove to target audiences in the Portland metropolitan area, Vancouver, Washington, and the Eugene region, positioning the event as a destination celebration.

Marketing will highlight a discounted lodging promotion with McMenemy's Grand Lodge to encourage overnight stays and regional visitation. All promotional materials will include bilingual (English and Spanish) messaging to ensure broad accessibility and reach.

Planned tactics include:

Heavy social media promotion, including boosted posts and partner cross-posting

Posters and flyers distributed locally and regionally

Digital and print advertising

Movie theater advertising through a promotional partner

Email marketing and community partner outreach

Website listings and regional event calendars

This layered approach ensures strong visibility, consistent messaging, and broad regional awareness leading up to the event.

Is the event open to the public?*☒ Yes☐ No**Are patron admission, entry or participant fees charged? ***☒ Yes☐ No**Expected number of attendees:***

3000

Will food be served or sold?*☒ Yes☐ No**Will alcohol be served or sold?***☐ Yes☒ No**Will there be product, merchandise or service sales?***☒ Yes☐ No**Will there be canopies or tents?***☒ Yes☐ No**Will there be amplified sound?***☒ Yes☐ No**Is the event open to minors?***☒ Yes☐ No**Are you seeking other sponsorships? ***☒ Yes☐ No

Sponsorship Levels

\$10 — Fireworks Spark

Every \$10 gets us closer to lighting up Forest Grove's sky.

\$25 — Community Booster

"Recognition on our donor wall + pride of powering the show.

\$50 — Fireworks Fan

Exclusive July 4th swag at event.

\$100 — Community Friend

Name on thank-you banner at event.

\$250 — Sparkler Sponsor

Premier viewing for 2 guests, recognition on website.

\$500 — Starburst Supporter

Name on thank-you banner and website, VIP viewing for 4 guests

\$1,000 — Fireworks Partner

Logo/name on event signage, VIP viewing for 6 guests.

\$2,500 — Grand Finale Sponsor

Logo/name on event materials, VIP viewing for 8 guests, on-stage thank-you.

\$5,000 — Presenting Sponsor

Logo/name featured on all event materials, VIP viewing for 10 guests, public thank-you before fireworks.

Supporting Documentation (if any)

Choose File

No file chosen

Print**Tourism Event Sponsorship Program - Submission #2198****Date Submitted: 2/19/2026****Purpose**

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

Overview

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

Review and Approval

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

Eligibility

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

Criteria

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

Review Considerations

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

Possible Expectations

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

Acknowledement*☒ Yes

I have read all of the above listed information.

Event Name*

2026 Westside Youth Baseball Juniors Federal District Tournament

Group Name*

Forest Grove Junior Baseball , DBA Forest Grove Youth Baseball

Contact Name*

Dain Christopherson

Phone Number***Email Address***

President@ForestGroveyouthbaseball.com

Contact Address*

P.O.Box 622

City*

Forest Grove

State*

OR

Zip Code*

97116

Requested Funding Amount*

\$1750.00

Event Location*

Thatcher Park / Forest Grove High School - Baseball and Softball Complex

Event Dates and Hours*

7/2/2026

04:00 PM

—

7/5/2026

05:00 PM

Event Website*

NA

Event Social Media Handles*

NA

List all that apply.

Describe the Event*

Forest Grove Youth Baseball will host the 2026 Westside Youth Baseball Juniors Federal District Tournament and the 2026 Westside Youth Baseball Seniors Federal District Tournament from July 2–5, 2026. These multi-day district championship tournaments are part of the Westside Youth Baseball (WSYB) postseason structure and will bring together qualifying teams from youth baseball organizations across the region. Games will be played at the Forest Grove High School Baseball & Softball Complex and Forest Grove's Thatcher Park.

Each tournament will include eight teams, with only one team per division based in Forest Grove and the remaining teams traveling from other WSYB communities. Over four days of competition, the events will attract players, coaches, families, league officials, and spectators to Forest Grove. While many participants will commute, a portion of visiting teams and families are expected to require overnight accommodations, creating hotel room nights and increased activity at local restaurants, shops, and services.

The tournaments are free and open to the public, providing a family-friendly community event while also supporting the City's tourism goals by bringing regional visitors to Forest Grove and showcasing the city as a capable and welcoming host for youth sports tournaments.

Describe your Marketing Plan Including Anticipated Reach*

Forest Grove Youth Baseball will implement a focused marketing and visibility plan to promote the tournaments and recognize the City of Forest Grove as an event sponsor. Tournament information, schedules, and host location details will be published on the Forest Grove Youth Baseball website, with sponsor recognition included. In addition, the State JBO website will promote the tournament dates and locations, helping ensure regional awareness of the events.

Westside Youth Baseball and participating member organizations will also support promotion of the tournaments through their websites and social media channels, extending visibility across the region prior to and during the events.

Forest Grove Youth Baseball will purchase and display three sponsor banners, produced to the City's specifications. These banners will be installed prior to the start of the tournaments and will remain prominently displayed at the primary tournament venues throughout the four-day event to maximize visibility to visiting teams, families, officials, and spectators.

Together, these digital and on-site efforts will provide consistent pre-event and on-site exposure for the City of Forest Grove while promoting Forest Grove as the host community for regional youth sports events.

Is the event open to the public?*

☒ Yes

☐ No

Are patron admission, entry or participant fees charged? *

☐ Yes

☒ No

Expected number of attendees:*

Will food be served or sold?*

☒ Yes

☐ No

Will alcohol be served or sold?*

☐ Yes

☒ No

Will there be product, merchandise or service sales?*

☒ Yes

☐ No

Will there be canopies or tents?*

☐ Yes

☒ No

Will there be amplified sound?*

☒ Yes

☐ No

Is the event open to minors?*

☒ Yes

☐ No

Are you seeking other sponsorships? *

☐ Yes

☒ No

Sponsorship Levels

Supporting Documentation (if any)

 No file chosen

Monthly Building Activity Report

February-26

2025-2026

Category	Period: February-25		Period: February-26	
	# of Permits	Value	# of Permits	Value
Man. Home Setup				
Accessory Dwelling Unit				
Res 1 & 2 Family New	13	\$4,671,345	9	\$3,109,108
SFR Addition & Alt/Repair	3	\$15,749	2	\$176,000
Mult. Fam. New				
Multi Family Alterations/Repair/Additions				
Group Care Facility				
Commercial New	2	\$26,101,644		
Commerical Addition	2	\$37,575,000		
Commercial Alt/Repair	2	\$212,699	2	\$420,006
Industrial New				
Industrial Addition				
Industrial Alt/Repair			1	\$278,235
Gov/Pub/Inst (new/add)				
Mechanical Permits	32		22	
Plumbing Permits	26		18	
Signs				
Grading				
Demolitions			1	
Total	80	\$68,576,437	55	\$3,983,349

Fiscal Year-to-Date

2024-2025		2025-2026	
Permits	Value	Permits	Value
284	\$57,956,013	381	\$67,521,447

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Mariah Woods, City Recorder

MEETING DATE: March 9, 2026

SUBJECT TITLE: Accept Resignations on Boards and Commissions

ACTION REQUESTED: ☐ Ordinance ☐ Order ☐ Resolution ☒ Informational

BACKGROUND

Accept Resignations

- Budget Committee (Teresa Galvan, Appointed 7/23, Term Expiring 12/31/26)
- Economic Development Commission (Steve Krautscheid, Appointed 1/14, Term Expiring 12/31/2028)

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council accept the above-noted resignations and deem seats vacant.



COMPREHENSIVE PLAN

Bryan Pohl, Community Development Director

Dan Riordan, Senior Planner

City Council Meeting 3|9|26

AGENDA

Presentation Purpose

What Is a Comprehensive Plan?

Next Steps

PRESENTATION PURPOSE

3

Presentation Purpose:

Address Forest Grove Forward Vision 2040
Action 2.8 to update the Comprehensive Plan.

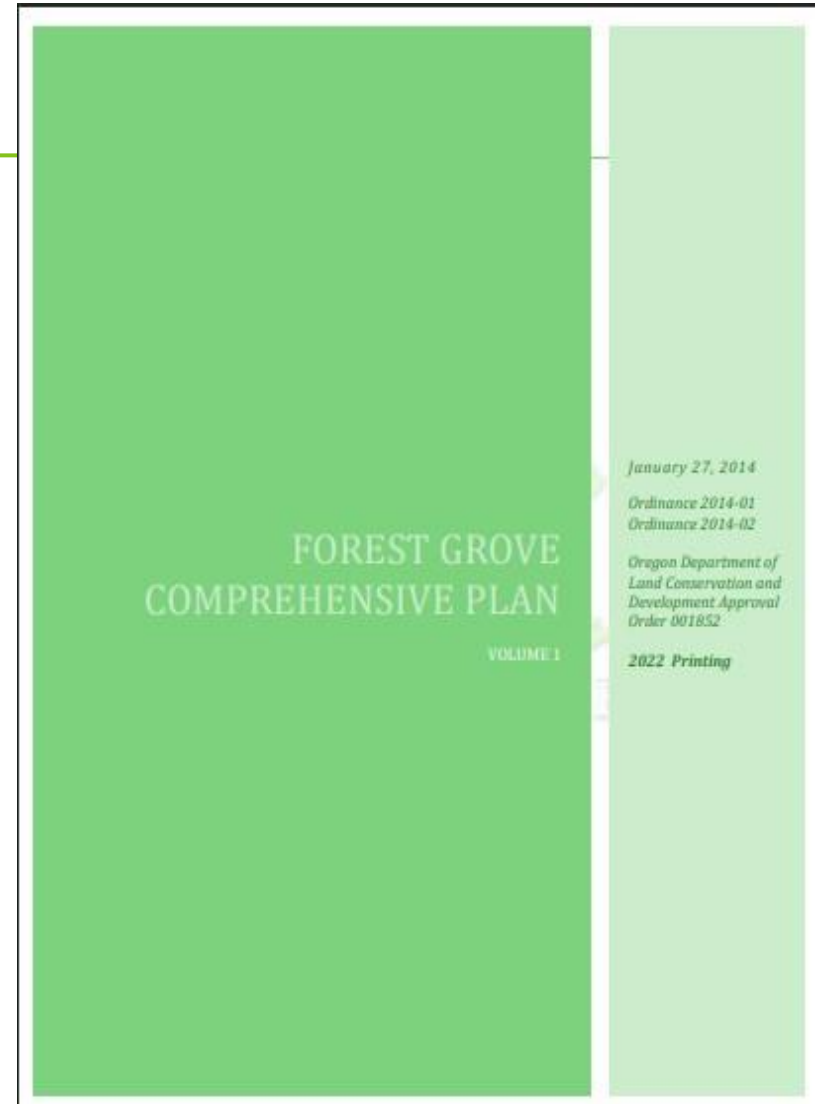
Increase awareness of what a comprehensive
plan is.



PRESENTATION PURPOSE

Other actions identified by the Council that could be considered in a Comprehensive Plan:

- Climate Action Plan
- Vision Zero
- Urban Forest Program
- 15-Minute Neighborhoods
- Bird-Safe/Dark Sky Program



WHAT IS A COMPREHENSIVE PLAN?

5

The Hierarchy of Development Regulation

These regulate how our plans may be drafted and implemented. Our plans and ordinances must maintain consistency with these laws and statutes. For example, our zoning regulations must meet Federal, State, and Metro requirements.

The Comprehensive Plan is a non-regulatory document that establishes goals and policies that are achieved through implementing ordinances.

Local development codes are implementing ordinances that are passed by local governing bodies. Staff administers these codes according to procedures set forth by both state law and the codes themselves.

Ideally, this is the outcome of all of this work.



Constitutional and Federal Requirements

State Law

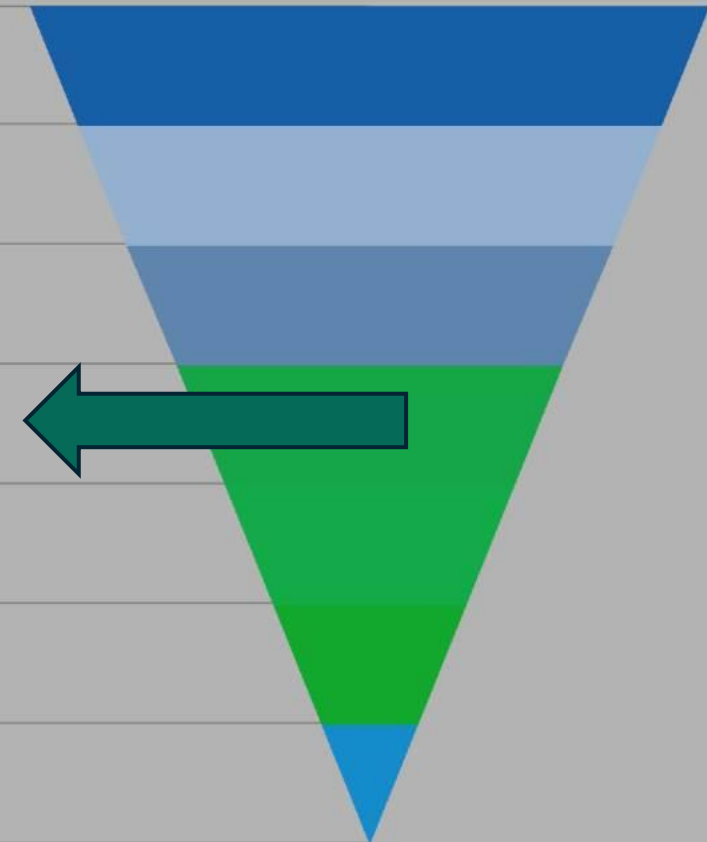
Metro Requirements

Comprehensive Plan

Local Development Codes

Development Approval and Permits

Happy, Satisfied Residents

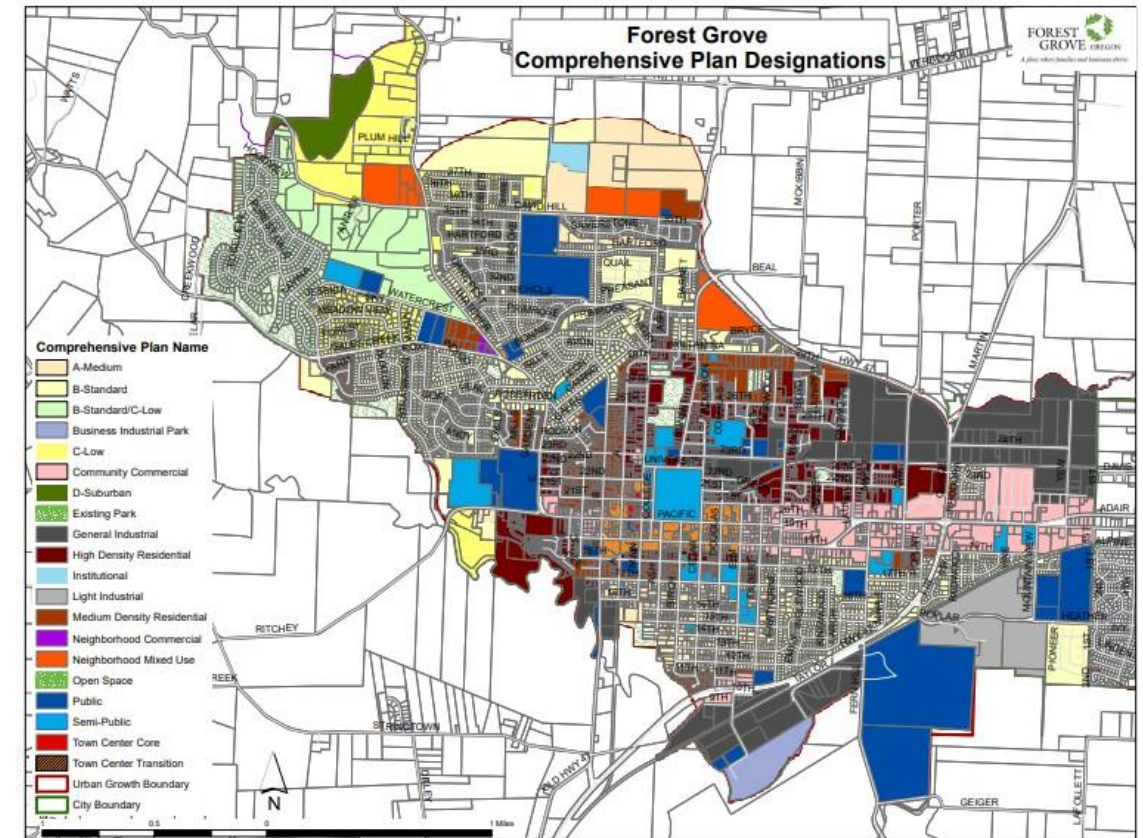


WHAT IS A COMPREHENSIVE PLAN?

6

Defined by state law:

A generalized, coordinated land use map and policy statement that interrelates systems and activities related to the use of lands.



WHAT IS A COMPREHENSIVE PLAN?

7

A comprehensive plan provides a factual basis for making local land use decisions, so they are not arbitrary.

A comprehensive plan also provides the foundation for the standards regulating development in the City's Development Code.



FOREST GROVE OREGON

A place where families and businesses thrive.

Land Use Application

OFFICIAL USE ONLY	
Planning File Number: _____	Internal File Number: _____
Received By: _____	Date Received: _____ Receipt No.: _____
Application Fee: _____	Deposit - Rate per Hour: _____

APPLICATION TYPE:

☐ Site Plan Approval

☐ Conditional Use

☐ Variance

☐ Appeal of _____

Establish a Planned Development:
☐ PRD ☐ CPD ☐ PID

Comprehensive Plan Amendment:
☐ Text ☐ Map

Zoning Ordinance Amendment:
☐ Text ☐ Map

Land Division:
☐ Subdivision ☐ Partition
☐ Tentative Plat ☐ Final Plat
☐ Lot Line Adjustment

Other: _____

WHAT IS A COMPREHENSIVE PLAN?

8

The Comprehensive Plan is a *policy* document and is not *regulatory*.

The Comprehensive Plan is implemented by the City's Zoning Map and Development Code which are regulatory.

ARTICLE 3: ZONING DISTRICTS	
	Overview of Article 3
17.3.000	Overview of Article 3
	Zoning Map
17.3.010	Classification of zones
Table 3-1	Zoning Districts
17.3.020	Official zoning map
17.3.030	Zone boundaries
	Residential Zones
17.3.100	Purpose
17.3.110	List of residential zones
17.3.120	Use regulations
Table 3-2	Residential Zones Use Table
17.3.130	Residential development standards
Table 3-3	Lot Dimensional Requirements (Low Density Residential)
Table 3-4	Lot Dimensional Requirements (Moderate to High Density)

WHAT IS A COMPREHENSIVE PLAN?

9

The Comprehensive Plan is intended to be dynamic and responsive to community needs.

Since the Comprehensive Plan was adopted in 2014, it has been amended 17 times by ordinance.

Amendments

Ordinance 2015-06	East Ritchey Road Comp Plan and Rezoning Tracts
Ordinance 2016-17	2016 Parks, Recreation, and Open Space Master Plan
Ordinance 2016-09	Designate South Urban Growth Boundary Addition as Campus Employment
Ordinance 2016-04	Amending Comprehensive Plan Map for Properties Designated Town Center Support and Community Commercial in Town Center Expansion Area
Ordinance 2017-10	Amending Comprehensive Plan Map 2323 and 2335 Cedar Street from General Industrial to High Density Residential Washington County Tax Lot 1N331CA08700
Ordinance 2017-05	Adopt Westside Refinement Plan and Amending Comprehensive Plan
Ordinance 2017-03	Designating 1205 Cedar Street as Forest Grove Historic Landmark
Ordinance 2019-12	Adopt Forest Grove Housing Needs Analysis Update and Amending Comprehensive Plan
Ordinance 2019-07	Re-Designate One Parcel from Neighborhood Commercial to Town Center Transition Located at 1836 Cedar Street
Ordinance 2019-06	Amending Comprehensive Plan Map 1836 Cedar Street from Neighborhood Commercial to Town Center Transition
Ordinance 2019-02	Amending Comprehensive Plan Map to Redesignate Two Parcels from General Industrial to High Density Residential Washington County Tax Lots 1N331DA07500 AND 1N332C000800
Ordinance 2019-01	Adopting Update to Forest Grove 2009 Economic Opportunities Analysis and Amending Comprehensive Plan
Ordinance 2020-07	Amending Forest Grove Comprehensive Plan Map for Property Subject to Annexation, Washington County Tax 1N4250000600 (Farmstead Crossing Planned Development)
Ordinance 2020-05	Amending Forest Grove Comprehensive Plan Map to Redesignate Gales Creek Neighborhood Mixed Use to Medium Density Residential and Neighborhood Commercial
Ordinance 2020-03	Amending Forest Grove Comprehensive Plan to Re-designate One City Owned Parcels from Public to Town Center Transition and One Parcel from Public to Town Center Core
Order 2021-01	Amending Forest Grove Comprehensive Plan Map for Property Subject to Annexation, Washington County Tax Lot 1N330000100 to Redesignate approximately 1.5 acres of Land from Public to Medium Density Residential
Ordinance 2022-01	Add Water System Master Plan Update as a technical appendix to the Comprehensive Plan

WHAT IS A COMPREHENSIVE PLAN?

1
0

Foremost, a comprehensive plan demonstrates local compliance with the Oregon Statewide Planning Goals.

The Goals are the foundation of the statewide planning program.

They express the state's expectations for planning related to land use.



WHAT IS A COMPREHENSIVE PLAN?

The statewide planning goals that apply to Forest Grove are in bold.

Goal 1: Citizen Involvement	Goal 11: Public Facilities and Services
Goal 2: Land Use Planning	Goal 12: Transportation
Goal 3: Agricultural Lands	Goal 13: Energy Conservation
Goal 4: Forest Lands	Goal 14: Urbanization
Goal 5: Natural Resources, Scenic and Historic Areas, and Open Spaces	Goal 15: Willamette River Greenway
Goal 6: Air, Water and Land Resources Quality	Goal 16: Estuarine Resources
Goal 7: Areas Subject to Natural Hazards	Goal 17: Coastal Shorelands
Goal 8: Recreational Needs	Goal 18: Coastal Shorelands
Goal 9: Economic Development	Goal 19: Ocean Resources
Goal 10: Housing	

WHAT IS A COMPREHENSIVE PLAN?

1
2

The Forest Grove Comprehensive Plan includes specific chapters that address the statewide planning goals applicable to the City.

Statewide Goal 6 (Air, Water, and Land Resource Quality) and Goal 13 (Energy Conservation) are addressed throughout the plan and do not have a stand-alone chapter in the Comprehensive Plan.

WHAT IS A COMPREHENSIVE PLAN?

Comp Plan Chapter	Topic	Statewide Planning Goal
Chapter 1	Background	None
Chapter 2	Citizen Involvement	Goal 1 (Citizen Involvement)
Chapter 3	Community Sustainability	Goal 2 (Land Use) Goal 13 (Energy Conservation)
Chapter 4	Land Use	Goal 2 (Land Use)
Chapter 5	Housing	Goal 10 (Housing)
Chapter 6	Economic Development	Goal 9 (Economic Dev.)
Chapter 7	Public Facilities & Community Services	Goal 11 (Public Facilities & Services) Goal 8 (Recreational Needs)
Chapter 8	Education and School Facilities	Goal 11 (Public Facilities & Services)
Chapter 9	Natural Resources & Hazards	Goal 5 (Natural Resources)
Chapter 10	Urbanization	Goal 14 (Urbanization)
Chapter 11	Transportation	Goal 12 (Transportation)

CHAPTER 1

1
4

Chapter 1 has background information including:

- Overview of significant changes since the adoption of the original Comprehensive Plan in 1980.
- Plan context and Planning Authority
- Issues and opportunities addressed in the Comprehensive Plan
- Relationship of the Comprehensive Plan to the Metro Region 2040 Growth Concept



CHAPTER 2

1
5

Chapter 2 addresses the City's community involvement process and requirements of Statewide Planning Goal 1.

Chapter 2 recognizes the City's boards and commissions as a way to encourage community involvement.

The Committee for Community Engagement was established to fulfill Goal 1 community involvement requirements.



CHAPTER 3

1
6

Chapter 3 addresses community sustainability and includes:

- A greenhouse gas inventory
- Sustainability vision
- Sustainability goals and policies examples:
 - Interconnected land uses
 - Create complete neighborhoods
 - Adopt development standards for climate mitigation
- Including a goal or policy for preparing a climate action plan could be included in Chapter 3

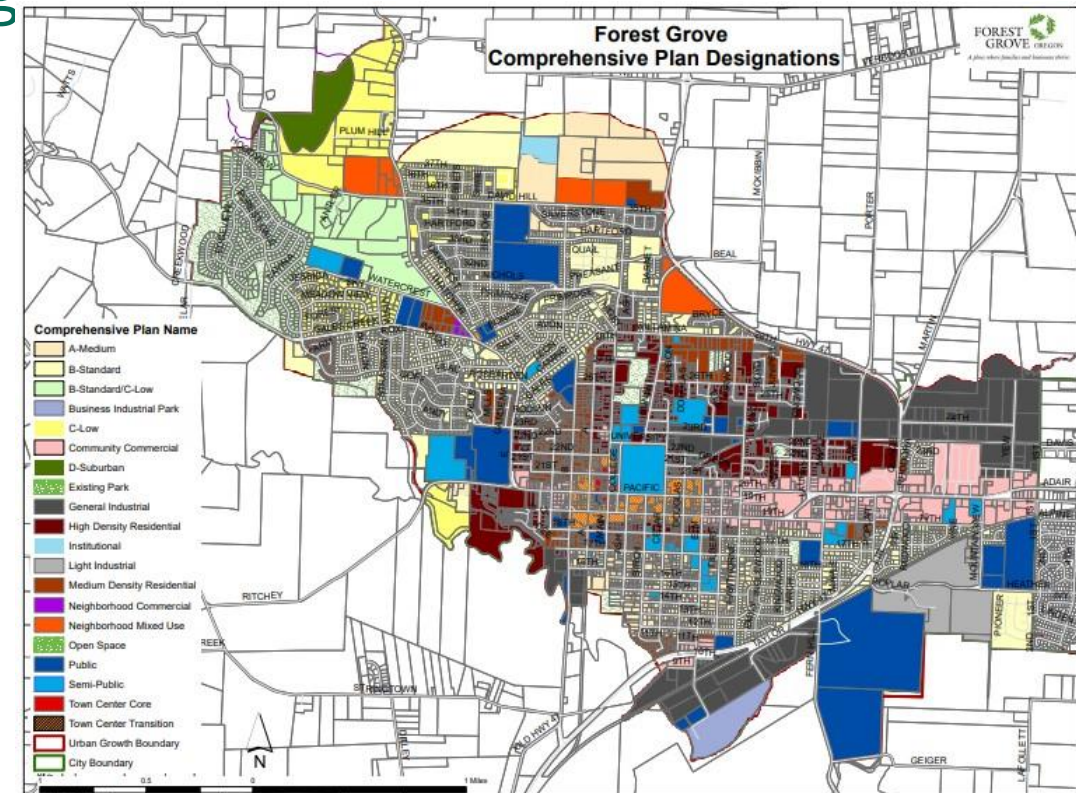


Source: A headline on climate change impacts in the February 16, 2007 Portland Tribune

CHAPTER 4

Chapter 4 addresses Statewide Planning Goal 2, land use, and describes the City's land use districts shown on the Comprehensive Plan map.

The Comprehensive Plan map must designate enough land for development needs over a twenty-year timeframe.



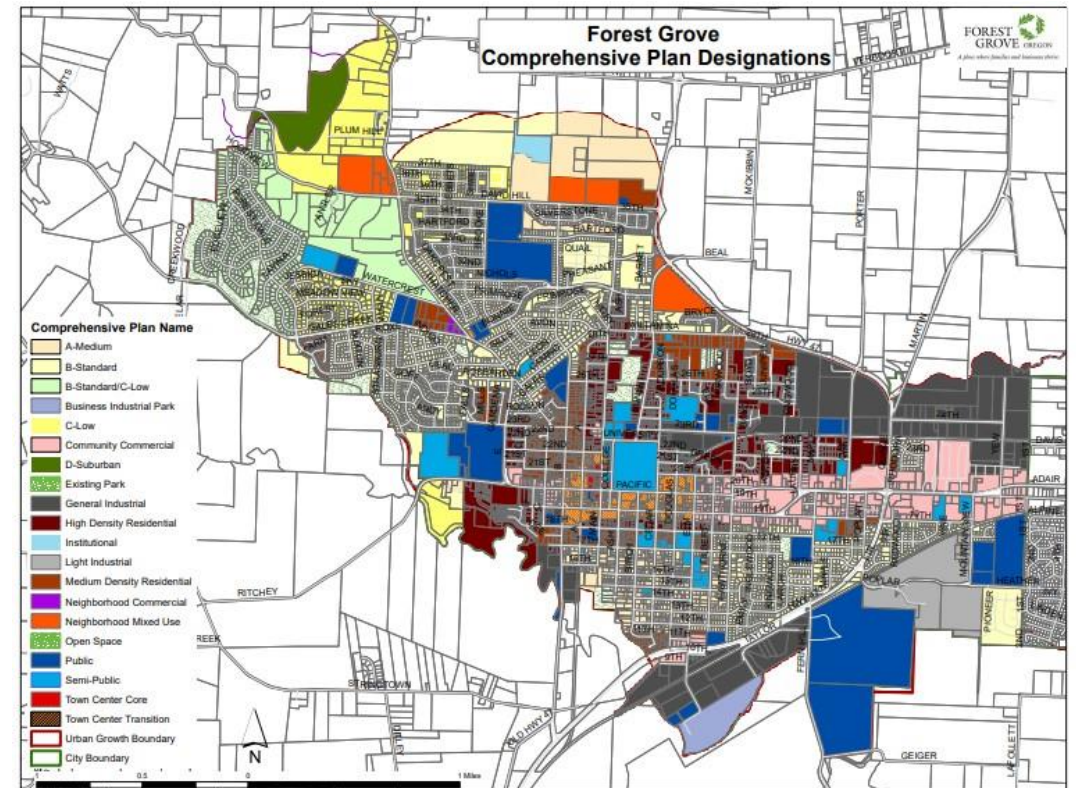
CHAPTER 4

1
8

The Comprehensive Plan map is implemented by the City's Zoning Map which is regulatory.

The Comprehensive Plan map and Zoning Map should be consistent.

The Zoning Map can be adopted concurrently with the Comprehensive Plan or separately, similar to the Development Code.

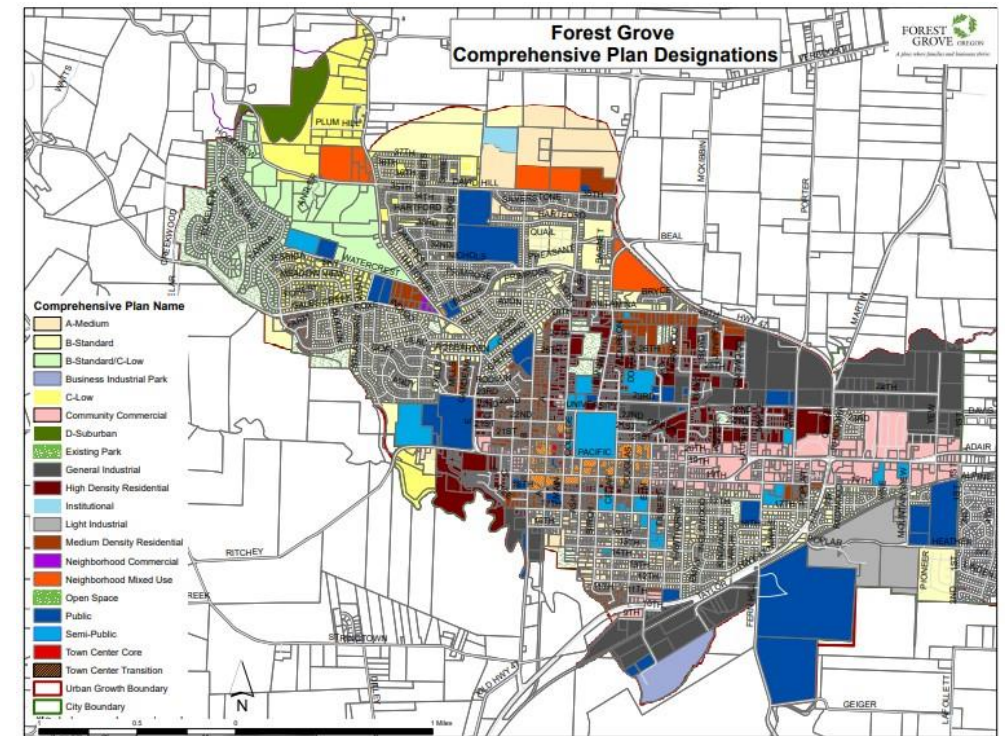


CHAPTER 4

1
9

Chapter 4 includes guiding principles for the efficient use of land and complementary land uses.

Additional detail can be added to Chapter 4 for creating 15-minute neighborhoods.



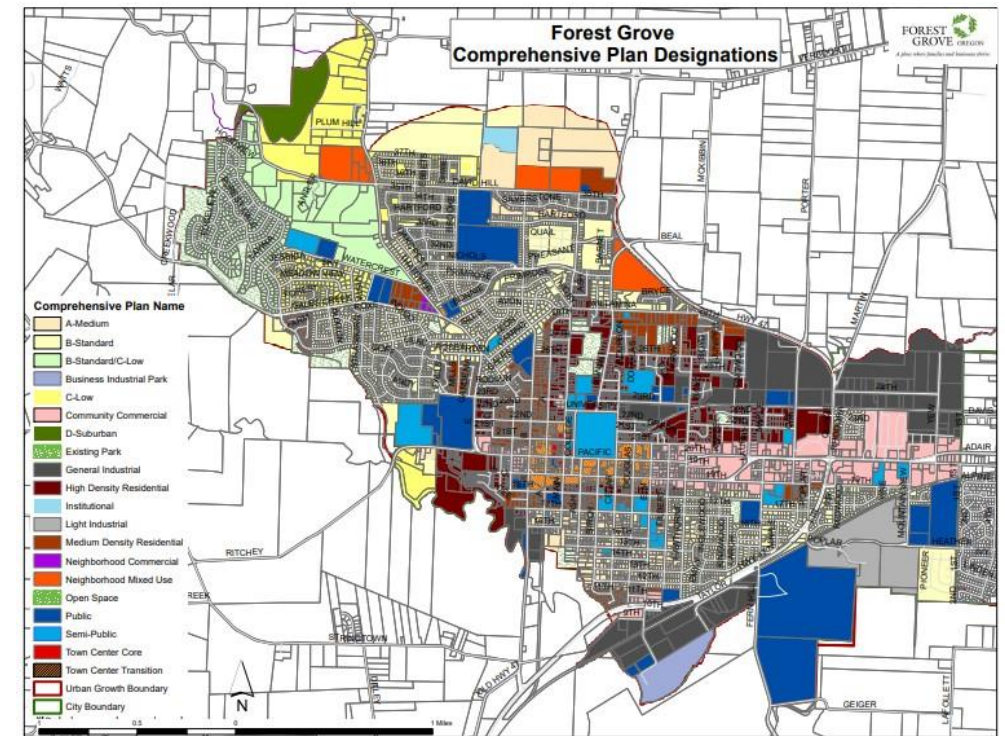
CHAPTER 4

2
0

Chapter 4 also provides the framework for standards contained in the Development Code regulating land use.

The Development Code includes standards for lighting.

A policy for creating bird-safe/dark sky lighting standards in the Development Code could be added to Chapter 4.



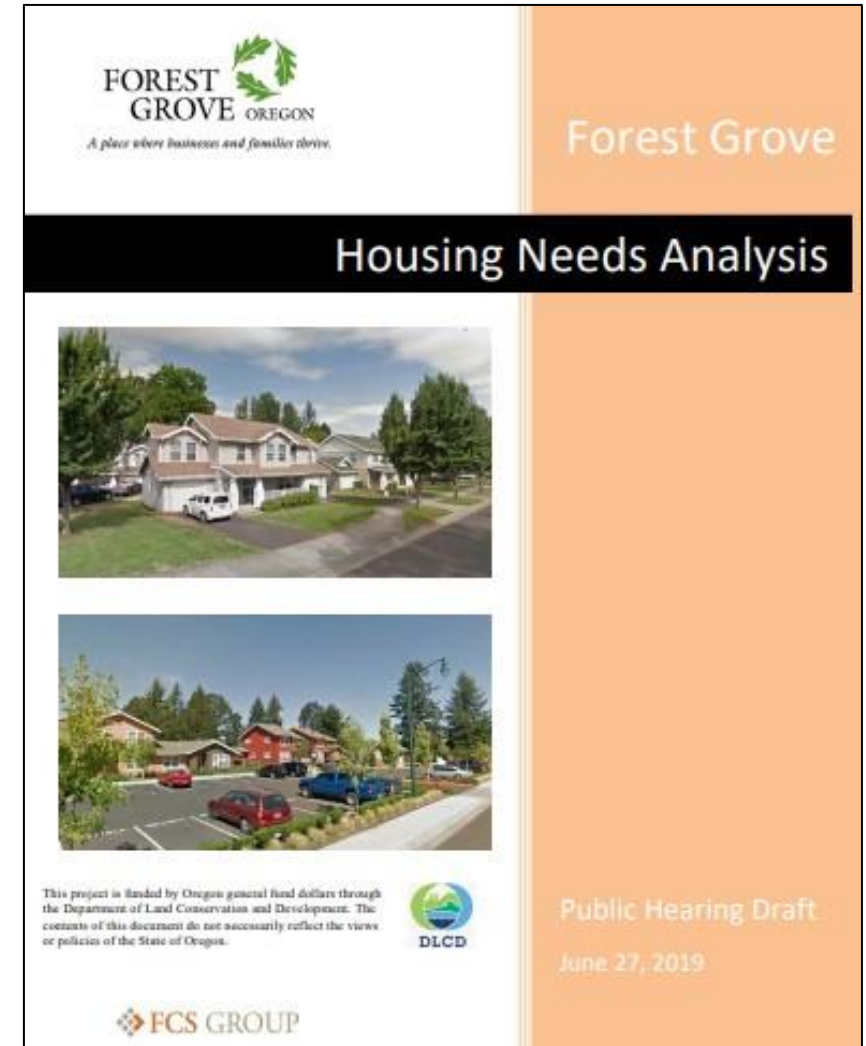
CHAPTER 5

2
1

Chapter 5 addresses housing needs and the requirements of Statewide Planning Goal 10.

Goal 10 requires that the City adopt a Housing Needs/Capacity Analysis.

The Housing Needs/Capacity Analysis is part of the Comprehensive Plan and provides a basis for amending the Comprehensive Plan Map and Zoning Map.



CHAPTER 6

2
2

Chapter 6 addresses the local economy and the requirements of Statewide Planning Goal 9.

Goal 9 requires that a city prepare an Economic Opportunity Analysis (EOA) that assesses land available for industrial and commercial needs and demand.

The EOA is part of the Comprehensive Plan and provides a basis for changes to the Comprehensive Plan Map and Zoning Map.



**CITY OF FOREST GROVE, OREGON
ECONOMIC OPPORTUNITIES ANALYSIS**

Prepared For:
CITY OF FOREST GROVE, OREGON
April 2025

**CITY COUNCIL
PUBLIC HEARING DRAFT**

CHAPTER 7

2
3

Chapter 7 address public facilities and services and Statewide Planning Goal 11.

Goal 11 requires that cities plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for development.

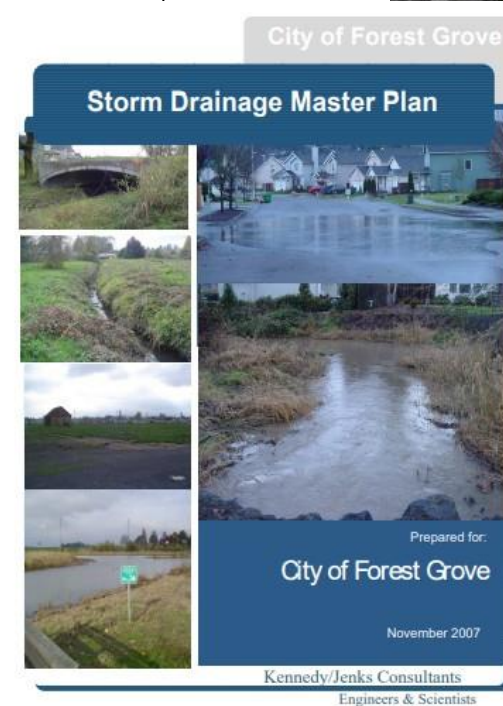
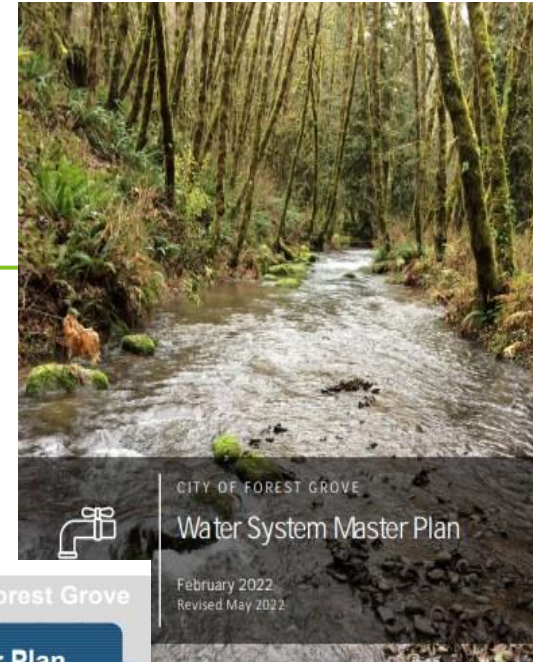
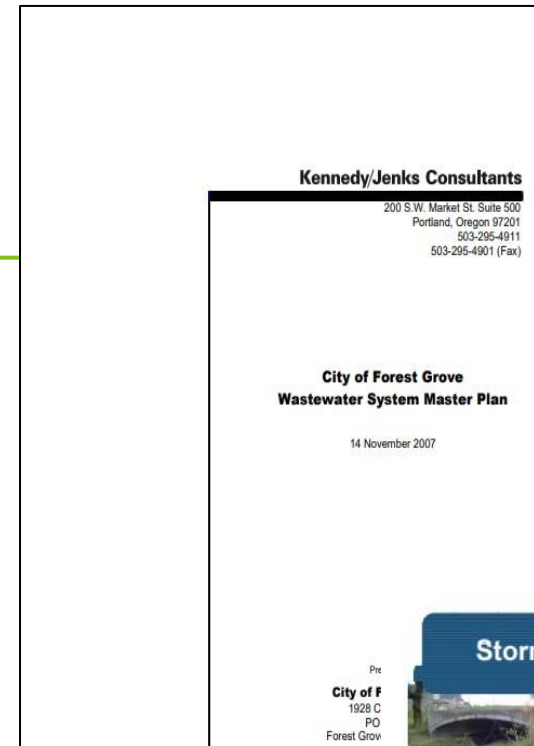
Public facilities and services include water, sewer, and storm drainage systems, recreation facilities, communications, educational services, and community governmental services.



CHAPTER 7

The facility master plans are adopted into the Comprehensive Plan as Plan appendices and include:

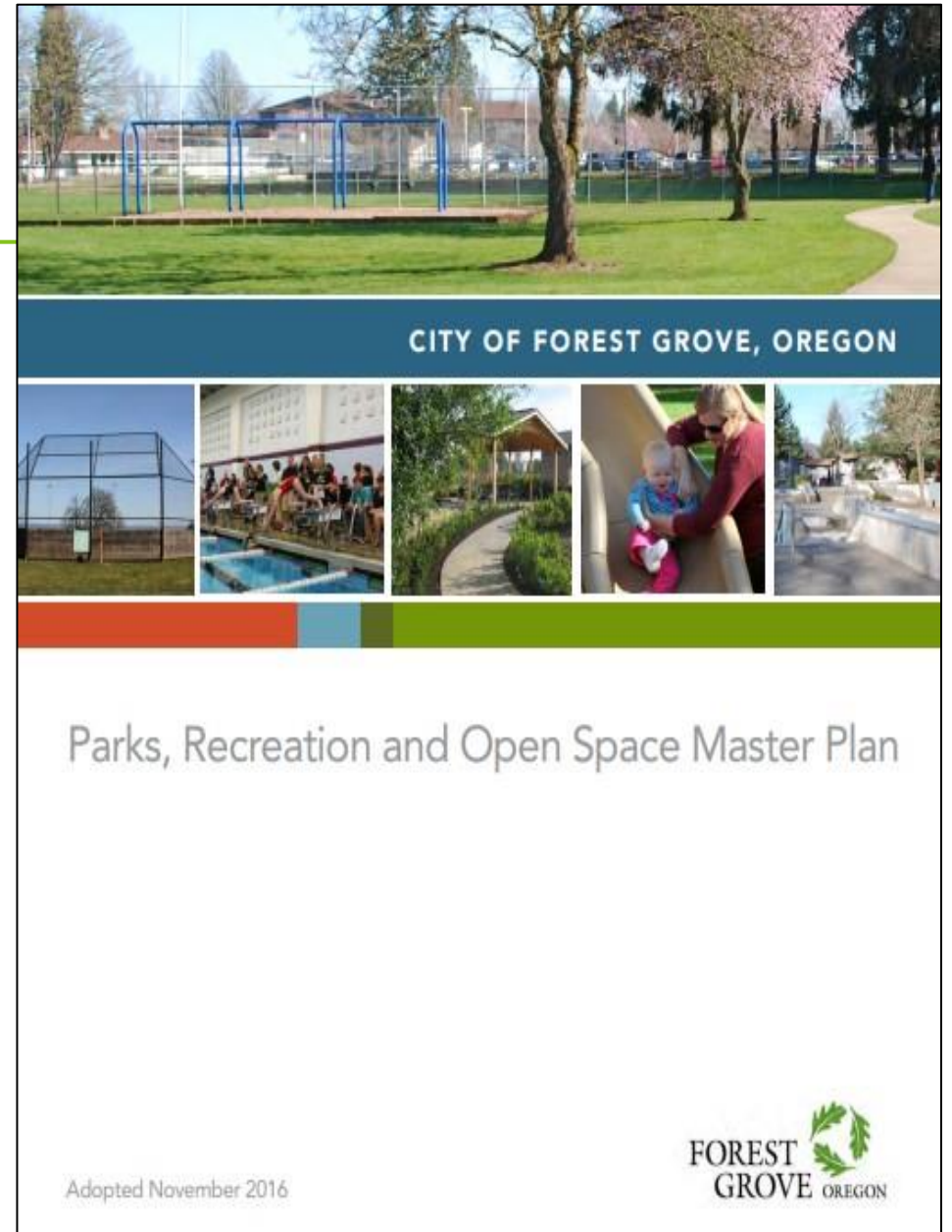
- Water Master Plan
- Waste Water Master Plan
- Storm Drainage Master Plan



CHAPTER 7

Goal 8 and 11 requires cities address recreation facilities.

To comply with the Goal requirements the City's parks and Parks and Recreation Master Plan is adopted as part of the Comprehensive Plan.



CHAPTER 8

Goal 11 requires the Comprehensive Plan be coordinated with local school district needs.

As part of the last major update to the Comprehensive Plan, the need for an additional elementary school site was identified.

The Comprehensive Plan Map and Zoning Maps were amended to designate a site for a future elementary school.



CHAPTER 9

2
7

Chapter 9 address the requirements of Statewide Planning Goal 5.

Chapter 9 also includes goals and policies related to natural resources.

Goals and policies for the urban forest could be added to Chapter 9.



CHAPTER 9

2
8

Goal 5 also requires that the City inventory local historic resources.

The City's historic districts are in the Comprehensive Plan.

Goal 5 also requires local adoption of programs that will protect and preserve historic resources.



Looking south down Main Street from 21st Avenue around 1911, and from the same location in 2016.



Looking south on A Street from 23rd Avenue around 1910, and from the same location in 2016 within the Walker-Naylor Historic District.

CHAPTER 10

2
9

Chapter 10 address urbanization and Statewide Planning Goal 14 requirements. Goal 14 promotes the efficient use of land within urban growth boundaries.

Chapter 10 touches on:

- Annexation
- Land use planning coordination
- Concept planning for the urban reserve area and areas brought into the urban growth boundary such as the Westside Plan area



CHAPTER 11

3
0

Chapter 11 address transportation needs and Statewide Planning Goal 12 requirements.

Goal 12 calls for a safe, convenient and economic transportation system needed to serve the City's land uses.

Transportation is broadly defined to include pedestrian, bicycle, transit, auto, freight, rail and pipelines.



CHAPTER 11

Goal 12 requires local adoption a Transportation System Plan.

The Transportation System Plan is part of the Comprehensive Plan.

Vision Zero could be addressed in the Transportation System Plan and in Comprehensive Plan Chapter 11.

Transportation System Plan Update

City of Forest Grove, Oregon

Adopted
February 2014
Ordinance 2014-03

DLCD Work Program Approval Order: 001852
June 2014

NEXT STEPS

3
2

Tonight's presentation provided an introduction of what a comprehensive plan is and what it contains.

It is the first in a series of presentations and work sessions related to updating, scoping, and sequencing the Comprehensive Plan. Future presentations and work sessions will delve into:

- Follow-up to questions from tonight's presentation if needed
- Process options for updating the Comprehensive Plan
- Project scoping the Comprehensive Plan, including discussion on how to incorporate actions from Vision 2040 into the Comprehensive Plan update

QUESTIONS?

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Matthew Johnson, Senior Planner

CC: Jesse VanderZanden, City Manager; Kim Ezell, Assistant City Manager;
Bryan Pohl, Community Development Director

MEETING DATE: February 9, 2026

SUBJECT TITLE: Second reading of an Ordinance to amend the Development Code

ACTION REQUESTED: ☐ Ordinance ☐ Order ☒ Resolution ☐ Action

ADDENDUM FOR MARCH 9, 2026:

At the February 23 City Council meeting, the Council voted in favor of the text amendments (7-0), with the condition to amend the industrial height standards to **“None; 45 feet maximum height when 50 feet set back from a residential zone”**.

Testimony neutral on the proposed amendments was provided by one member of the public. No other testimony was received.

FEBRUARY 23, 2026 STAFF REPORT:

ISSUE STATEMENT

The proposal would amend the Development Code with revisions to Article 8 “General Development Standards”, and Article 12 “Use Categories and Definitions”. Each exhibit listed below refers to summarized areas within the Development Code. Proposed new text located within each exhibit attached is **bolded**, while text proposed to be deleted is struck-through.

BACKGROUND

The City of Forest Grove Development Code was adopted in 2009. Occasionally, it is necessary to update the code to reflect changes in state rules, policies, and definitions.

The Community Development Department held a work session with the Planning Commission on September 15, 2025 to review the proposed code amendments. Following the discussion, the Planning Commission voted unanimously to recommend approval of the amendments to the City Council on December 15, 2025.

The City Council subsequently held two work sessions on the proposed code amendments on January 12, 2026 and January 26, 2026. During the first work session, the Council reached consensus

on all proposed amendments as presented, with the exception of accessory dwelling units, industrial standards, and mandatory adjustments, which required additional discussion. At the second work session, the Council confirmed consensus on all proposed code amendments.

Post Acknowledgement Plan Amendment (PAPA) notice of this proposal was provided to the Department of Land Conservation and Development (DLCD) on October 13, 2025. Measure 56 notice was mailed to industrially zoned property owners on October 28, 2025, and notice of this proposal was published in the *News Times* on November 7, 2025. As of the date of this report, no written comments have been received in response to these notices.

Exhibit A: Industrial Zone Development Standards

- Creates new height restrictions and setbacks in response to Council’s direction from Fall 2024.

Exhibit B: Residential Development Code Revisions

- Revised definition of building height, clarification of Townhome setback requirements, revisions to ADU standards, addition of comprehensive plan target densities, and clarification of historic review garage standards. Staff brought this forward to Council due to inconsistencies found within the code, and ultimately rectify the Development Code and refine its daily application.

Exhibit C: Non-Residential Use Regulations

- Allow office uses within an NMU zone, and revised definitions for “Building” and “Structure”. Staff found these as errors; office uses are appropriate and should be permitted by right in a Neighborhood Mixed Use zone, and the definitions of “building” and “structure” should be swapped.

Exhibit D: Non-Residential Development Standards

- Revise and clarify landscape and buffer and screening standards, Update state-revised statute number for cannabis facilities, and revise sidewalk construction standards. Staff found inconsistencies with the application of the buffer and landscape table, and the Development Code does not reflect the statute number that identifies “cannabis facilities” at the State level. Also, staff proposed additional flexibility with the timing of installation for collector road sidewalks.

Exhibit E: Mandatory Adjustments

- Revise the Adjustments section to incorporate State-required Mandatory Adjustments. Currently, The Development Code provides mechanisms to adjust standards up to 20% for setbacks, building height, and lot coverage. However, the State now requires jurisdictions to allow additional and mandatory adjustments for housing developments with a minimum net density of six units per acre. The Code should be updated to reflect and comply with these requirements.

FISCAL IMPACT

Adoption of the ordinance will have no fiscal impact to the City's budget.

STAFF RECOMMENDATION

Staff recommends a motion for a minor change to "Exhibit A" of the ordinance to clarify language for the industrial height requirements. The proposed updated language reads as follows: *None; 45 feet maximum height when 50 feet setback from a residential zone.*

Staff recommends adoption of the ordinance to amend the Development Code as recommended by the Planning Commission.

ATTACHMENTS

- Ordinance to amend the Forest Grove Development Code
- Planning Commission Findings and Decision #2025-03

Planning Commission Findings and Decision Number 2025-03
Recommendation to City Council to Adopt Amendments to Forest Grove
Development Code- Article 8- *Development Standards*, And Article 12 – *Use*
Categories and Definitions
FILE NO. 311-25-00025-PLNG

WHEREAS, the Development Code was adopted in 2009 and needs periodic updating to reflect changes in regional and state policies, codes and definitions; and

WHEREAS, the Planning Commission held a work session to determine options to comply on September 15, 2025; and

WHEREAS, notice of the proposed amendments was provided to the Department of Land Conservation and Development on October 13, 2025; and

WHEREAS, notice of the Planning Commission hearing on this ordinance was published in the *Forest Grove News Times* on November 7, 2025; and

WHEREAS, the Planning Commission held a public hearing on the proposed ordinance on December 15, 2025; and

WHEREAS, the Planning Commission adopted a motion on December 15th, 2025, to recommend that City Council adopt an ordinance amending the text of the Forest Grove Development Code as provided in Exhibits A-E; and

NOW, THEREFORE, City of Forest Grove Planning Commission does hereby recommend that City Council adopt an ordinance amending the text of the Forest Grove Development Code as provided in exhibits A-E; making the following findings in support of this decision:

1. Development Code §17.2.630, *Review Criteria*, lists two standards to be satisfied to adopt a text amendment:

A. The text amendment is consistent with relevant goals and policies of the Forest Grove Comprehensive Plan:

Finding: The proposed amendments would update development standards and definitions related to parking to comply with State administrative rule.

Since the Development Code serves as a primary tool for implementing the City's Comprehensive Plan, actions initiated under the Development Code are deemed consistent with the adopted Comprehensive Plan and applicable federal, state and regional laws.

B. The text amendment is consistent with relevant statewide planning goals and plans:

Statewide Planning Goal 1: Citizen Involvement

It is the purpose of this Goal to develop a citizen involvement program that ensures the opportunity for citizens to be involved in all phases of the planning process.

Finding: Planning Commission's work session on the proposed amendments and the City's development code legislative process ensure the opportunity for public engagement.

Statewide Planning Goal 2: Land Use Planning

It is the purpose of this Goal to establish a land use planning process and policy framework as a basis for all decisions and actions related to the use of land and to assure an adequate factual base for such decisions and actions.

Finding: The development of the proposed amendments has followed the City's established land use planning process and included meetings and work sessions, public outreach through information on the city's website, and opportunities for public comment. The proposed amendments help meet state goals.

Statewide Planning Goal 5: Natural Resources, Scenic & Historic Areas, & Open Spaces

It is the purpose of this Goal to protect natural resources and conserve scenic and historic areas and open spaces.

Finding: The proposed text amendments are not applicable to goals and policies in the City's Comprehensive Plan pertaining to the protection of natural resources and conservation of scenic and historic areas and open spaces.

Statewide Planning Goal 6: Air, Water and Land Resources Quality

This Goal instructs local governments to consider the protection of air, water, and land resources from pollution and pollutants when developing comprehensive plans.

Finding: The proposed text amendments are not applicable to goals and policies in the City's Comprehensive Plan pertaining to the protection of air, water, and land resources from pollution and pollutants.

Statewide Planning Goal 7: Natural Hazards

This Goal requires local comprehensive plans to address Oregon's natural hazards.

Finding: The proposed text amendments are not applicable to identified natural hazards within the Forest Grove community.

Statewide Planning Goal 8: Recreational Needs

It is the purpose of this Goal to satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities.

Finding: The proposed text amendments are not applicable to recreational needs within the Forest Grove community. The City has an adopted Parks and Recreation Master Plan.

Statewide Planning Goal 9: Economic Development

The purpose of Goal 9 planning is to make sure cities and counties have enough land available to realize economic growth and development opportunities.

Finding: The proposed text amendments would allow the opportunity for additional development that support more flexible development. Therefore, the proposed amendments meet the intent of Goal 9, Economic Development.

Statewide Planning Goal 10: Housing

The purpose of this Goal is to make sure that a community has an adequate housing supply for the twenty-year planning period through a range of densities to choose from and serves people at a variety of income levels.

Finding: The proposed text amendments will reduce and/or remove development standards for housing, which will make more housing developments physically and financially feasible. The proposed amendments will not reduce the city's housing capacity of the Building Lands Inventory. Therefore, the proposed amendments meet the intent of Goal 10, Housing.

Statewide Planning Goal 11: Public Facilities and Services

It is the purpose of this Goal to plan and develop a timely, orderly, and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

Finding: The proposed amendments are consistent with the City's Comprehensive Plan and, therefore, this goal.

Statewide Planning Goal 12: Transportation

This Goal requires cities, counties, and the state to create a transportation system plan that considers all relevant modes of transportation: mass transit, air, water, rail, highway, bicycle and pedestrian.

Finding: The City has an adopted Transportation System Plan (TSP), and the proposed amendments are consistent with the TSP and therefore, this goal.

Statewide Planning Goal 13: Energy

This Goal requires local governments to consider the effects of its comprehensive planning decision on energy consumption.

Finding: The proposed amendments are consistent with the City's Comprehensive Plan and, therefore, this goal.

Statewide Planning Goal 14: Urbanization

The purpose of this goal is to ensure land inside a UGB, is considered urbanizable. A city must plan to include a twenty-year supply of land for housing, employment, industry, open space and recreational needs. A UGB should also provide plans for transition from urban to rural land uses to avoid conflicts and encourage efficient use of the land to provide more livable, walkable, and densely built communities.

Finding: The proposed amendments are consistent with the City's Comprehensive Plan and, therefore, this goal.

Metro Regional Framework Plan

The Functional Framework Plan Six Outcomes are statements adopted by the Metro Council that synthesize the 2040 Growth Concept and regional policies.

1. People live, work, and play in vibrant communities where their everyday needs are easily accessible.
2. Current and future residents benefit from the region's sustained economic competitiveness and prosperity.
3. People have safe and reliable transportation choices that enhance their quality of life.
4. The region is a leader in minimizing contributions to global warming.
5. Current and future generations enjoy clean air, clean water, and healthy ecosystems.
6. The benefits and burdens of growth and change are distributed equitably.

Finding: The proposed amendments are consistent with the City's Comprehensive Plan; therefore, the amendment is consistent with the 2040 Growth Concept and regional policies



Ginny Sanderson, Chair

12/16/25

Date

ORDINANCE NO. 2026-02

**ORDINANCE AMENDING FOREST GROVE DEVELOPMENT
CODE ARTICLE 8- DEVELOPMENT STANDARDS, AND ARTICLE 12 – USE
CATEGORIES AND DEFINITIONS FILE NO. 311-25-000025-PLNG**

WHEREAS, the Development Code was adopted in 2009 and needs periodic updating to reflect changes in regional and state policies, codes and definitions; and

WHEREAS, the City desires to amend the Development Code to update procedures and review standards; and

WHEREAS, notice of the proposed amendments was provided to the Department of Land Conservation and Development on October 13, 2025; and

WHEREAS, the Planning Commission held a work session to discuss text amendments on September 15, 2025; and

WHEREAS, the Planning Commission held a public hearing on the proposed ordinance on December 15, 2025, and recommended approval of the proposed amendments; and

WHEREAS, the City Council held joint work sessions to discuss the text amendments on January 12, 2026 and January 26, 2026; and

WHEREAS, the City Council held a duly-noticed public hearing on the proposed ordinance on February 23, 2026.

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

Section 1. The City Council of the City of Forest Grove hereby adopts text amendments to Development Code Article 8, General Development Standards, and Article 12, Use Categories and Definitions, as shown on Exhibits A through E.

Section 2. The City Council hereby finds that the proposed amendments are consistent with and meet the provisions of Development Code section 17.2.630 Review Criteria pertaining to Zoning Text Amendments.

Section 3. The City Manager is hereby authorized to make necessary edits to the Development Code amendments (Exhibits A-E) for purposes of formatting, correcting scrivener errors and ensuring consistency with City Council's final decision.

Section 4. This ordinance is effective 30 days upon its enactment by the City Council.

PRESENTED AND PASSED the first reading the 23rd day of February, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 9th day of March, 2026.

Malynda H. Wenzl, Mayor

Exhibit “A”

§ 17.3.530 INDUSTRIAL ZONE DEVELOPMENT STANDARDS.

<i>Table 3-13: Industrial Zone Dimensional Requirements</i>			
<i>STANDARD</i>	<i>LI</i>	<i>GI</i>	<i>BIP</i>
Minimum Lot Size	10,000 square feet	10,000 square feet	20,000 square feet
Minimum Lot Width	100 feet	100 feet	100 feet
Minimum Lot Depth	None	None	None
Minimum Yard Setbacks [1]	None; 50 feet from a residential zone	None; 50 feet from a residential zone	Front : 20 feet Interior side: 10 feet Rear : 10 feet
Maximum Building Height [2] [3]	None; 45 feet maximum height when 50 feet set back from a residential zone	None; 45 feet maximum height when 50 feet set back from a residential zone	45 feet
Maximum Building Coverage			50%
Minimum Landscaping			15%
Footnotes: [1] A setback and buffer may be required where a LI or GI boundary abuts a less intensive zone. See screening and buffering standards in Article 8. When an industrial site is separated from a residential zone by either a dedicated public street, or a railroad main line or spur track, no setback shall be required in that yard adjacent to the residential zone. [2] Building height unlimited per the Building Code with the installation of a sprinkler system approved by the Forest Grove Fire Department in all buildings over two stories. [3] The maximum height of 45 feet may be increased with increased setbacks (1 foot additional height per 1 additional foot of building setback)			

Exhibit “B”

§ 17.3.130 RESIDENTIAL DEVELOPMENT STANDARDS.

E. *Building height.* Building height standards are used to establish a compatible building scale. This can help to create a harmonious visual setting and helps to bring about a successful mixing of diverse housing types.

1. Buildings in the SR, R-7, R-5 and RM Zones are limited to a maximum height of ~~two and one-half stories or 35 feet, whichever is less.~~ Accessory buildings are limited to a maximum height of ~~one and one-half stories or 25 feet, whichever is less.~~
2. Buildings in the RH Zone are limited to a maximum height of ~~three stories or 45 feet, whichever is less.~~ A step-down in building heights may be required for multi-family building(s) that abut a lower density residential zone. The need for a step down in building heights to provide privacy, access to sunlight and a transition between zones shall be evaluated in the Design Review Process.
3. A chimney, radio or television antenna , or device designed for the collection and/or generation of energy from the sun and/or wind may exceed the building height limit by a maximum of 15 feet.
4. Church steeples may exceed 35 feet in height through a Type II process. The maximum height is 15 feet above the building height limit in any location allowed by other requirements of the zone district. Church steeples may go to a maximum total height of 75 feet provided that setbacks of one foot for each one foot in height from the property line are maintained.

§ 17.3.130 RESIDENTIAL DEVELOPMENT STANDARDS.

Table 3-5: Minimum Setback Requirements				
Housing Type	Front Yard to Dwelling	Front Yard to Garage/ Parking Area	Interior Side Yard	Rear Yard
Duplex	14 feet	20 feet	5 feet	15 feet
Single-unit Attached/townhouse	12 feet	20 feet	0 feet common wall construction 5 feet exterior wall at end of structure	0 feet adjacent to alley 10 feet no alley
Triplex and quadplex	12 feet	20 feet	5 feet	10 feet
Cottage clusters	12 feet	20 feet	5 feet	10 feet
Courtyard housing	12 feet	20 feet	5 feet	10 feet
Multi-unit structures	12 feet	20 feet	5 feet	10 feet
[1] The side yard setback for attached single-unit dwellings /townhomes shall be a minimum of zero feet at common walls and five feet or one foot for each three feet of building height at the eave line, from the end of the unit series. Unless approved by the Director, the dwellings shall be arranged on lots in a manner that the non-zero setback portion for one lot shall be adjacent to the non-zero setback portion on the adjoining lot in order to provide greater continuous open space.				

§ 17.3.110 LIST OF RESIDENTIAL ZONES.

A. Suburban Residential SR. The SR zone is intended for development of housing at a target density of 1.0 dwelling unit per net acre . Detached single-family housing will be the predominant housing type in this zone. Accessory dwelling units are also permitted subject to the density limitations of the zone. A limited range of compatible non-residential uses such as parks and schools are permitted or allowed with conditional use permit approval.

B. Residential R-7. The R-7 zone is intended for development of a variety of housing types including single-unit detached, accessory dwelling units , duplexes , threeplexes, quadplexes , townhomes and cottage clusters, **with a target density of 6.22 dwelling units per net acre.** Detached single-family housing will likely be the

Exhibit “B”

predominant housing type in this zone. A limited range of compatible non-residential uses such as parks and schools are also permitted or allowed with conditional use permit approval.

C. Residential R-5. The R-5 zone is intended for development of a variety of housing types including single-unit detached, accessory dwelling units , duplexes , threeplexes, quadplexes , townhomes and cottage clusters, **with a target density of 8.71 dwelling units per net acre**. Detached single-family housing will likely be the predominant housing type in this zone. A limited range of compatible non-residential uses such as parks and schools are also permitted or allowed with conditional use permit approval.

D. Residential Medium RM. The RM zone is intended for development of single-unit detached, single unit attached and small multi-unit dwellings . homes on small lots, **with a target density of 12 dwelling units per net acre**. A limited range of compatible non-residential uses such as parks and schools are also permitted or allowed with conditional use permit approval. The RM zone functions as a transition zone between the lower density residential zones and the higher intensity residential and non-residential zones.

E. Residential High RH. The RH zone is intended for development of multi-unit residential buildings, **with a target density of 20.28 dwelling units per net acre**. This zone also allows small lot single-unit homes. RH zoning is generally applied near transit streets and adjacent to commercial districts. The RH zone also allows a limited range of non-residential uses to help provide services for residents and enhance the quality of the higher density neighborhood.

ACCESSORY DWELLING UNITS § 17.7.010 PROCEDURE.

An ~~Applicant~~ application for an accessory dwelling unit shall be reviewed by the Director under the Type I procedure.

§ 17.7.015 STANDARDS.

One accessory dwelling unit may be allowed in conjunction with a single-family dwelling by conversion of an existing space, by means of an addition, or as an accessory structure - including a manufactured home - on the same lot with an existing dwelling, subject to the following standards and limitations:

A. Manufactured home ADUs are not allowed in historic districts;

B. Any addition shall not increase the gross floor area of the original dwelling by **a ground floor area of 720 square feet**.

C. The ~~gross~~ **ground** floor area of the accessory dwelling unit shall not exceed 720 square feet. However, accessory dwellings that result from the conversion of a level or floor (e.g., basement, attic, or second story) of the primary dwelling may occupy the entire level or floor, even if the floor area of the accessory dwelling would exceed 720 square feet;

D. ADUs may not be constructed from portable metal structures that require no assembly, such as shipping containers;and

E. The accessory dwelling unit shall comply with applicable fire and life safety codes.

§ V FOCUS AREA HISTORIC DISTRICT DESIGN GUIDELINES OUTBUILDINGS AND GARAGES TRACK 1 STANDARDS

Related Code Standards

- New garages and accessory buildings shall be historically consistent with the primary building in style, size, materials, and roof.
- Replacement garages: Retain and repair over replacement for both structure and materials.

Exhibit “B”

- Location and Orientation: Where an alley exists, locate the garage for alley access. Garages and outbuildings shall be located in the rear where possible. Garages may be located in the side yard or may be attached if recessed behind the primary building face by a minimum of six feet and if meeting the side yard setback and spacing requirements.
- Garage Doors: Total width is limited to ~~2-~~ **1/3** of the primary building face width if facing a street. Height is limited to eight feet. Construction, style and materials shall be consistent with the main building. A maximum of one double garage door or two single doors facing the street is allowed per 50 feet of lot width. No width constraint if facing the alley.
- Carports and Breezeways: Carports are allowed where consistent with the building style and age. Breezeways may be used for connection to garages, carports or out-buildings. Design of these structures must be consistent with the primary building in style, size, construction, materials, detail and color.
- Gazebos and Pergolas are not allowed on the front or in the front yard. See §17.7.020.
- Materials and Types Not Allowed: Flush, open grate-mesh, and mostly glass garage doors.

Exhibit “C”

§ 17.3.320 USE REGULATIONS.

<i>Table 3-8 Commercial and Mixed-Use Zones Use Table</i>			
USE CATEGORY	NC	CC	NMU
COMMERCIAL			
Commercial Lodging	N	L ^[5] [20]	L ^[15] [20]
Eating and Drinking Establishments	L[6]	P	L[15]
Entertainment – Oriented:			
- Major Event Entertainment	N	C	N
- Outdoor Entertainment	N	C	N
- Indoor Entertainment	N	P	L[15]
General Retail:			
- Sales-Oriented	L[7]	L[7]	L[15]
- Personal Services	P	P	L[15]
- Repair-Oriented	P	P	L[15]
- Bulk Sales	N	P	N
- Outdoor Sales	L[8]	L[8]	L[15]
- Animal-Related	N	P	N
Medical Centers	N	L[12]	N
Motor Vehicle Related:			
- Motor Vehicles Sale/Rental	N	L[9]	N
- Motor Vehicle Servicing/Repair	N	P	L[16]
- Motor Vehicle Fuel Sales	P[10]	P	N
Non-Accessory Parking	N	P	N
Office	L[17]	L[17]	L[16][17]
Self-Service Storage	N	C	N

§ 17.12.210 MEANING OF SPECIFIC WORDS AND TERMS.

B8. ***BUILDING.*** ~~That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.~~ **A walled and roofed structure including a gas or liquid storage tank that is principally above ground.**

S10. ***STRUCTURE.*** ~~A walled and roofed building including a gas or liquid storage tank that is principally above ground.~~ **That which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.**

Exhibit “D”

§ 17.8.425 BUFFERING AND SCREENING STANDARDS.

Table 8-2: Buffer Matrix Proposed Use						
Development Site -> Abutting Use	Single Units, Detached; Manufactured Units	Attached Single Units and Multifamily , 1-5 Units; Duplexes	Attached Single Units and Multifamily , 5+ Units	Commercial and Institutional Zones (NC, CC, INST) Uses	Town Center Zones (TCC, TCT)	Industrial Zones (LI, GI,) Uses
Detached Single Units; Manufactured Units	-	A	C	D	C -	E
Attached Single Units and Multi-family , 1-5 Units, Duplexes	A	-	B	D	C -	E
Attached Single Units and Multi-family , 5+ Units	A	A	-	D	C -	E
Commercial Zones (NC, CC) and Institutional Uses	C	C	C	-	-	D
Town Center Zones (TCC, TCT)	C -	C -	C -	-	-	D
Industrial Zones (LI, GI) Uses	D	D	D	B	-	-
Note: See Table 8-3 for alternative combinations for meeting these screening requirements						

Table 8-3 Buffer Combinations for Landscaping and Screening [1]					
	Options	Minimum Width (feet)	Trees (per linear feet of buffer)	Shrubs or Groundcover	Screening
A	--	10	--	Lawn/living groundcover	--
B	--	10	20' min/30' max spacing	Lawn/living groundcover	--
C	1	10	15' min/30' max spacing	Shrubs	4' hedges
	2	8		Shrubs	5' fence
	3	6		Shrubs	6' wall
D	1	20	10' min/20' max spacing	Shrubs	6' hedge
	2	15		Shrubs	6' fence
	3	10		Shrubs	6' wall
E	1	30	10' min/20' max spacing	Shrubs	6' hedge or fence
	2	25		Shrubs	5' earthen berm or wall

Exhibit “D”

[1] Buffers are not required between abutting uses that are not of a different type when the uses are separated by a street .Adjustments from these requirements can be obtained; see Article 2.
[2] **17.8.425(b)(3) applies in addition to the buffer combinations within Table 8-3.**
[3] **Buffer options are not required when an industrial use is abutting a non-conforming use within an industrial zone.**

§ 17.8.1000 COVENANTS, CONDITIONS AND REQUIREMENTS.

Where proposed, Covenants, Conditions and Requirements (CC & Rs) shall:

A. Be reviewed and approved by the Community Development Director prior to approval of a final partition , final plat, final planned development review or, if none of the above, prior to the approval of the first planning permit required for the development. **The City does not enforce CC & R's.**

B. The CC & Rs shall not violate any city ordinance requirements unless modified by city approval of the project and shall include at a minimum:

1. Where applicable, summary of any hazard analysis performed as part of the project approval pursuant to §§17.8.300 et seq. and any recommendations or requirements from that analysis to obtain a building permit ;
2. Provisions to adequately maintain any common area including but not necessarily limited to identification of the party responsible for maintaining the area and sufficient annual funding to conduct necessary maintenance;
3. Any other provisions required by conditions of approval; and
4. A section that states those provisions in the CC & Rs required by the city can't be changed or deleted without approval by the Community Development Director.

§ 17.8.1100 GENERAL STANDARDS FOR ALL CANNABIS FACILITIES.

A. The application shall demonstrate compliance with the locational requirements of O.R.S. Chapter ~~475B~~ **475C** and must maintain State certification at all times.

B. Cannabis-related activities are prohibited on publicly-owned lands.

C. Entrances and off-street parking areas shall be well-lit and not visually obscured from public view/right-of-way. Landscaping shall be continuously maintained to provide clear lines of sight from public rights-of-way to all building entrances. Interior building lighting, exterior building lighting and parking area lighting shall be of sufficient foot-candles and color rendition so as to allow the ready identification of any individual at a distance of no less than 40 feet. Exterior lighting shall be provided in accordance with required security measures and shall be continuously maintained.

D. The facility must provide for secure disposal or render impotent cannabis remnants or byproducts, or items with cannabis residue of any kind.

E. All hazardous materials shall be stored and processed in a manner approved by the City Fire Marshal. Hazardous waste shall be disposed of properly through a properly licensed solid waste disposal or recycling facility.

F. A pre-application conference and conditional use approval (§§ 17.1.200 et seq.) is required for any cannabis producer , processor , wholesaler or testing laboratory. A neighborhood meeting may be required as part of the pre-application process pursuant to §§ 17.1.220 et seq.

G. The city shall not issue any other permit for development until final Conditional Use approval has been granted.

H. Any person or property in violation of §§ 17.8.1100 et seq. is subject to abatement and assessment by the city under the abatement procedures set forth in §§ 91.050 through 91.054.

Exhibit “D”

§ 17.8.620 SIDEWALKS.

A. Sidewalks required. Sidewalks shall be constructed, replaced or repaired to city design standards as set forth in the standard specifications manual and located as follows:

1. On both sides of arterial and collector streets to be built at the time of street construction, **unless determined by the City Engineer to be installed on a later date certain**;
2. On both sides of all other streets and in pedestrian easements and rights-of-way, except as provided further in this section, to be constructed along all portions of the property designated for pedestrian ways in conjunction with development of the property; and
3. On one side of any industrial street to be constructed at the time of street construction or after determination of curb cut locations.

Exhibit “E”

ADJUSTMENT

§ 17.2.110 PROCEDURE.

A. **Excluding mandatory adjustments for housing development projects,** Requests for changes of less than 10% of the setback, height or lot coverage standard shall follow the Type I process.

B. **Excluding mandatory adjustments for housing development projects,** Requests for changes from 10% to 20% of the setback, height or lot coverage standard shall follow the Type II process.

C. **Mandatory adjustments for a housing development project shall be approved if:**

1. An adjustment is requested up to 10% of a rear or side setback;
2. An adjustment is requested up to 25% of a minimum common area, minimum open space, and/or landscaping area requirement;
3. An adjustment is requested to minimum parking requirements;
4. An adjustment is requested for minimum lot sizes, not more than a 10 percent adjustment, and including not more than a 10 percent adjustment to lot widths or depths;
5. An adjustment is requested for maximum lot sizes, not more than a 10 percent adjustment, including not more than a 10 percent adjustment to lot width or depths and only if the adjustment results in:

(A) More dwelling units than would be allowed without the adjustment; and

(B) No reduction in density below the minimum applicable density.

6. An adjustment is requested for building lot coverage requirements for up to a 10 percent adjustment;

7. An adjustment is requested for manufactured dwelling parks, middle housing as defined in ORS 197A.420, multifamily housing and mixed-use residential housing;

(A) Requirements for bicycle parking that establish:

(i) The minimum number of spaces for use by the residents of the project, provided the application includes at least one-half space per residential unit; or

(ii) The location of the spaces, provided that lockable, covered bicycle parking spaces are within or adjacent to the residential development;

(B) For uses other than cottage clusters, as defined in ORS 197A.420 (1)(c)(D), building height maximums that:

(i) Are in addition to existing applicable height bonuses, if any; and

(ii) Are not more than an increase of the greater of:

(I) One story; or

(II) (A 20 percent increase to base zone height with rounding consistent with methodology outlined in city code, if any;

(C) Unit density maximums, not more than an amount necessary to account for other adjustments under this section; and

(D) Prohibitions, for the ground floor of a mixed-use building, against:

(i) Residential uses except for one face of the building that faces the street and is within 20 feet of the street; and

(ii) Nonresidential active uses that support the residential uses of the building, including lobbies, day care, passenger loading, community rooms, exercise facilities, offices, activity spaces or live-work spaces, except for active uses in specifically and clearly defined mixed use areas or commercial corridors designated by local governments.

8. An adjustment is requested for the following design standards:

(A) Façade articulation, materials, color, or pattern

(B) Roof forms and materials

(C) Entry and Garage Door Materials

(D) Garage Door Articulation, unless the building is adjacent to or across from a public park

(E) Window materials, except for bird-safe glazing requirements

(F) Total window area, for up to a 30 percent adjustment, provided the application includes at least 12 percent of the total façade as window area.

(G) For manufactured dwelling parks, middle housing as defined in ORS 197A.420, multifamily housing and mixed-use residential:

(i) Building orientation requirements, not including transit street orientation requirements.

(ii) Building height transition requirements, not more than a 50 percent adjustment from the base zone.

(iii) Requirements for balconies and porches

(iv) Requirements for recesses and offsets

Exhibit “E”

~~C.D. Requests for changes to standards other than the provisions of this section setback, height or lot coverage, or which are for more than 20% of the setback, height or lot coverage standard are processed as variances under § 17.2.700.~~

§ 17.2.120 REVIEW CRITERIA.

A. Type I Adjustment Process.

1. The requested adjustment is for less than 10% of the setback, height or lot coverage standard; and
2. Granting an adjustment shall be consistent with the purpose of the affected zoning.

B. Type II Adjustment Process.

1. The requested adjustment is from 10% to 20% of the setback, height or lot coverage standard;
2. Granting the adjustment will be consistent with the purpose of the affected zoning district or meet or exceed the purpose of the standard to be modified;
3. If in a residential zone, the adjustment will not significantly detract from the livability or appearance of the residential area. If in a commercial or industrial zone, the adjustment will be consistent with the desired character of the area;
4. If more than one adjustment is requested, the cumulative effect of the adjustments shall result in a project which is consistent with the overall purpose of the zone; and
5. Any impacts resulting from the adjustment are mitigated to the extent practical.

§ 17.12.210 MEANING OF SPECIFIC WORDS AND TERMS

H3. HOUSING DEVELOPMENT PROJECT. In relation to SB1537 Section 38 Mandatory Adjustments, a housing development project is a proposed residential project with a minimum net density of 6 units per acre.

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Miles Glowacki, Economic Development Coordinator

CC: Jesse VanderZanden, City Manager
Kim Ezell, Assistant City Manager

MEETING DATE: March 9, 2026

PROJECT TEAM: Sally Cicerchi, Assistant Finance Director

SUBJECT TITLE: Resolution 2026-06 Transferring Appropriations Within Various Funds For
FY 25-26 For An Economic Development Strategic Plan

ACTION REQUESTED: ☐ Ordinance ☐ Order ☒ Resolution ☐ Informational

2040 VISION PLAN

The Economic Development Strategic Plan (EDSP) advances the Vision 2040 Goal of a thriving, inclusive Forest Grove community with a vibrant downtown and diverse economy.

The Plan specifically targets these Vision 2040 Actions:

- 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
- 1.7 Support workforce development programs
- 1.10 City incentive programs to support/retain small/local businesses

BACKGROUND

The adopted budget for any given fiscal year is based upon best estimates at the time the budget is adopted. During the fiscal year, unanticipated events occur, and actual expenditures become known. As a result, it is standard procedure to review expenditures and priorities throughout the budget period and to modify appropriations, which are legal expenditure limits, for expenditures that may exceed the appropriated levels before the end of the fiscal year. ORS Chapter 294 permits governing bodies to transfer appropriations between funds by resolution so that the budgeted appropriations are not exceeded.

Resolution 2026-06 appropriates funds for an EDSP. The EDSP was listed as a top priority during the Council Retreat. Additionally, the 2040 Vision Plan recognizes *Economy* as a goal area and Action 1.3 seeks to update the EDSP. Highlighting the urgency to start this project, staff are requesting a transfer

of \$60,000 from various funds to cover the cost of developing an Economic Development Strategic Plan.

The purpose of the EDSP is to develop a strategic, actionable, and measurable plan that will guide the City's economic development efforts over the next 5-10 years and help to achieve the goals and actions outlined in the 2040 Vision Plan. The scope of the EDSP includes:

- Implements the relevant Forest Grove 2040 Vision actions
- Identifies priority economic sectors and opportunities
- With community partner input, outlines economic development roles and responsibilities
- Provides clear implementation strategies, roles, timelines, and performance measures
- Serves as a practical decision-making and resource-allocation tool
- Studies the feasibility of an industrial urban renewal area to incentivize industrial development
- Assesses economic development incentives such as opportunity zones, economic improvement districts, and strategic investment zones
- With community partner input, assesses current workforce development programs and provides recommendations for public-private partnerships

Staff have prepared Resolution 2026-06 for Council consideration, authorizing appropriations for an EDSP in FY 2025-26. The appropriations have been spread between enterprise, economic development, and contingency funds that reflect City funds that would benefit from an EDSP.

Proposed fund transfers:

1. A transfer from the Light & Power Fund to the General Fund of \$20,000.
2. A transfer from the Non-Departmental Fund (contingency) to the General Fund of \$20,000
3. A transfer from the Transient Lodging Tax Fund to the General Fund of \$10,000.
4. A transfer from the Urban Renewal Agency Fund to the General Fund of \$10,000.

FISCAL IMPACT

The FY 25-26 budget would be amended to allocate \$60,000 from the funding sources and amounts identified above to develop an EDSP.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution.

ATTACHMENT

- Resolution 2026-06

RESOLUTION NO. 2026-06

RESOLUTION TRANSFERRING APPROPRIATIONS WITHIN VARIOUS FUNDS FOR FISCAL YEAR 2025-26 FOR AN ECONOMIC DEVELOPMENT STRATEGIC PLAN

WHEREAS, the City Council has determined it is necessary to increase the appropriations for the Economic Development Department to conduct an Economic Development Strategic Plan.

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

Section 1. The following appropriations transfers for FY 2025-26 will be made:

1. In the Light and Power Fund, transfer \$20,000 from Professional Services (6104110 6305) to Transfer To General Fund (6104100 8200). Total Light and Power Fund Appropriations remain unchanged at \$60,890,382.
2. In the General Fund, transfer \$20,000 from Contingency (1001800 8300) to General Fund Economic Development Department Professional Services (1003300 6305). Total Economic Development Department Appropriations increased in total to \$446,786.
3. In the City Transient Lodging Tax Fund, transfer \$10,000 from Professional Services (2851200 6305) to Transfer To General Fund (2851200 8200). Total City Transient Lodging Tax Fund Appropriations remain unchanged at \$470,624.
4. In the Urban Renewal Agency Fund, transfer \$10,000 from Professional Services (8508500 6305) to Intergovernmental Services (8508500 6200). Total Urban Renewal Agency Fund Appropriations remain unchanged at \$3,951,081.

Section 2. In the General Fund Economic Development Department, Transfer From Other Funds Revenue (1003300 4855) is increased by \$40,000 and Professional Services Expenditures (1003300 6305) is increased an additional \$40,000. Total General Fund Economic Development Department Appropriations are increased to \$446,786.

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

PRESENTED AND PASSED this 9th day of March 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 9th day of March 2026.

Malynda H. Wenzl, Mayor

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Kim Ezell, Assistant City Manager

CC: Jesse VanderZanden, City Manager

MEETING DATE: March 9, 2026

SUBJECT TITLE: Resolution 2026-07 Adopting 2026-2028 City Council Action Plan

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

2040 VISION PLAN

The 2026-2028 City Council Action Plan (Plan) identifies priority Vision 2040 actions for staff to execute over three years. The Plan is updated annually by City Council.

BACKGROUND

Per Section 16.1 of the Council Rules, the City Council sets short and long-term goals and objectives every year that must be adopted no later than March. The goals and objectives provide critical direction to staff regarding resource allocation for the budget and annual work plans. The process to establish the 2026-2028 City Council Action Plan included Annual Reports by Department Directors, a work session Retreat on December 1, 2025, and refinement work sessions on December 8, 2025, and February 23, 2026.

City Council identified 26 actions from Vision 2040 and past priorities to form the 2026-2028 Plan.

During the refinement work session, Council noted five items to consider in the upcoming Comprehensive Plan Update scoping discussions:

- Climate Action Plan
- Vision Zero
- Urban Forest Program
- 15-minute complete neighborhoods
- Bird-safe/Dark Sky program

Council also identified 16 items to consider adding to the Plan in future years:

- Establish Community Emergency Response Team (CERT)
- Public plaza and potential year-round home for Farmer's Market
- Construction Excise Tax to fund affordable housing
- Tiered SDC rate schedule to lower cost for smaller units
- Review and refine the URA Building Improvement Grant program
- Vision 2040 metrics and external dashboard

- Pedestrian improvements from the East side Safety Improvement Plan
- Long-term budget projection and strategic plan
- Industrial zone URA
- Grow the City's internship programs
- City Attorney evaluation procedure
- Explore hiring a state lobbying consultant
- Increase industrial business development
- Increase wayfinding signage for downtown parking
- Develop policies and programs that allow for ADU flexibility
- Identify and prioritize traffic safety improvements

Following adoption of the Plan, staff will identify leads, resource needs, and timelines for each action. The Plan be posted on the website, included in City Councilor notebooks, and regular updates on progress will be scheduled for future Council presentations.

FISCAL IMPACT

Following adoption of the Plan, staff will identify resource needs. If additional resources are needed beyond what was budgeted in the 2025-2027 Biennial Budget, budget requests will be made during the mid-Biennium Budget adjustment period in Spring 2026.

RECOMMENDATION

Staff recommends the City Council adopt the 2026-2028 City Council Action Plan via resolution.

ATTACHMENTS

- Resolution 2026-07 adopting 2026-2028 City Council Action Plan
- Exhibit A: 2026-2028 City Council Action Plan

RESOLUTION NO. 2026-07

RESOLUTION ADOPTING 2026-2028 CITY COUNCIL ACTION PLAN

WHEREAS, pursuant to City Council Rules of Procedure Section 16.1, the City Council establishes its goals and objectives annually no later than March; and

WHEREAS, the City Council held a work session Retreat on December 1, 2025, and refinement work sessions on December 8, 2025, and February 23, 2026, and reached consensus on the 2026-2028 City Council Action Plan, which implements the goals and objectives, as shown in Exhibit A; and

WHEREAS, adoption of the City Council Action Plan is a critical component of the budget process that gives staff direction for resource allocations in the FY 25-27 Biennial Budget.

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

Section 1. The Forest Grove City Council hereby adopts the 2026-2028 City Council Action Plan as shown in Exhibit A.

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

PRESENTED AND PASSED on this 9th day of March 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor on this 9th day of March 2026.

Malynda H. Wenzl, Mayor

EXHIBIT A



2026-28 City Council Action Plan

Values

Sustainable | Safe | Connected



GOAL		ACTIONS	
ECONOMY			
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.	1	City incentive programs to support/retain small/local businesses	
	2	Conduct grocery store feasibility study	
	3	Update the City's Economic Development Plan	
GOAL		ACTIONS	
COMMUNITY GROWTH			
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.	4	Build a new police facility	
	5	Conduct a fire station location needs analysis	
	6	Continue redundancy expansion of the electric system	
	7	Continue to implement ADA improvements and compliance updates to City infrastructure	
	8	Educate landowners and/or small developers on new housing and ADU options	
	9	Enhance and add wayfinding signage in downtown and along arterials	
	10	Evaluate 2-way streets on Pacific and 19th to improve safety	
	11	Implement Mountainview Safe Routes to School	
	12	Implement the East Forest Grove TV Highway Safety Improvement Plan	
	13	Improve Fern Hill and Maple intersection	
	14	Install Rose Grove midblock crossing	
	15	Partner with ODOT to improve Highway 47 and TV Highway safety corridor	
	16	Update the City's Comprehensive Plan	
	17	Update the City's emergency preparedness plan in coordination with regional planning efforts	
	18	Update Yew Street intersection	
GOAL		ACTIONS	
HEALTHY + ACTIVE COMMUNITY			
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.	19	Create a gathering space by developing Eastside Park	
	20	Establish a recreation advisory committee with institutional partner representation	
	21	Explore options for a multi-use recreation/community facility	
	22	Update the City's Parks and Recreation Master Plan	
	23	Work with Pacific University on updating Lincoln Park long-term use agreement	
GOAL		ACTIONS	
COMMUNITY CONNECTION			
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.	24	Complete Parks and Recreation cost recovery plan	
	25	Construct Eastside Park	
	26	Update the Parks, Recreation, and Open Space Master Plan	

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Brenda Camilli, Human Resources Director

MEETING DATE: March 9, 2026

SUBJECT TITLE: Resolution 2026-08 Adopting City Manager Performance Evaluation Criteria

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

PURPOSE

The purpose of the resolution is for the Council to adopt CM Evaluation Form and CM Self-Evaluation Form for the City Manager's 2026 annual evaluation.

BACKGROUND

During a work session on May 27, 2025, the City Council reviewed and discussed the criteria and process for the City Manager's 2026 performance evaluation for the period July 1, 2025 through June 30, 2026. During the work session the Council reviewed the current evaluation criteria, timeline and process and made no revisions to the City Manager Evaluation form and made one minor revision to the City Manager Self-Evaluation form. City staff is requesting City Council approve the agreed upon forms prior to the 2026 evaluation process.

Staff recommends the following performance evaluation process:

1. Council Meeting: (Today)
 - Council adopts a resolution approving the City Manager Performance Evaluation and Self-Evaluation forms for the current evaluation period concluding on June 30, 2026.
2. Annual Evaluation Process: (Due to City Attorney by 6/01/26)
 - City Manager fills out self-evaluation and turns it into the City Attorney and Council.
 - Councilors each fill out a performance evaluation and turn into the City Attorney.
 - Department Directors send comments to the City Attorney.
 - City Attorney compiles all the comments/scores and distributes to Council for review in executive session.
3. First Executive Session: (6/8/26)
 - Council meets in executive session to discuss how the City Manager has performed under the criteria and to review the first draft of the written evaluation. Council may discuss whether any changes to the written evaluation are necessary or warranted.
 - City Attorney drafts final evaluation and provides it to the City Manager for review.

4. Second Executive Session: (6/22/26)
 - Council and City Manager meet in executive session to discuss performance.
5. Council Meeting (7/13/26)
 - City Council discusses any merit increase in open session.
 - City Council approves by resolution the City Manager evaluation and compensation which is effective FY 26-27 or July 1, 2026 through June 30, 2027.

ATTACHMENT

City Manager Performance Evaluation Form & Revised Self-Evaluation Form

RESOLUTION NO. 2026-08

**RESOLUTION ADOPTING CITY MANAGER PERFORMANCE EVALUATION
AND SELF-EVALUATION FORMS AND REPEALING RESOLUTION NO. 2025-09**

WHEREAS, pursuant to Section 33 (a) of the City Charter, the City Manager is the administrative head of the City which reports directly to the City Council and is supervised by the governing body; and

WHEREAS, pursuant to Section 6 of the City Manager's Employment Agreement, the City Council shall evaluate the City Manager's performance at least once a year, and establish criteria for evaluation in accordance with the public meetings law; and

WHEREAS, the City Council reviewed the City Manager Performance Evaluation form and revised the City Manager Self-Evaluation form based on the comments and discussion heard at a City Council work session held on May 27, 2025.

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

Section 1. The City Council hereby adopts the City Manager Performance Evaluation and Self-Evaluation forms as attached in Exhibit A.

Section 2. Resolution No. 2025-09 is hereby repealed.

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

PRESENTED AND PASSED this 9th day of March, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 9th day of March, 2026.

Malynda H. Wenzl, Mayor

EXHIBIT A

CITY OF FOREST GROVE

City Manager Performance Evaluation City Council Input

Please complete this form and return to City Attorney by *June 1, 2026*. City Attorney will compile all the comments/scores into one document without names attached to individual comments and distribute it to the Council for review. Council will also consider staff (Director level) input and the City Manager's self-evaluation prior to conducting the review of the City Manager in Executive Session.

Name of person being reviewed:	Date:
Person completing evaluation:	

PERFORMANCE MEASUREMENT CRITERIA

- 1 - Unsatisfactory: The employee's performance is inadequate and definitely inferior to the standards of performance required for the job. Performance at this level cannot be allowed to continue.
- 2 - Improvement Needed: The employee's work performance does not consistently meet the standards of the position. Serious effort is needed to improve performance.
- 3 - Meets Job Standards: The employee's work performance consistently meets the standards of the position.
- 4 - Exceeds Job Standards: The employee's work performance is frequently or consistently above the level of a satisfactory employee, but has not achieved an overall level of outstanding performance.
- 5 - Outstanding: The employee's work performance is consistently excellent when compared to the standards of the job.
- NO – not observed.

CRITERIA	COMMENTS (Attach additional pages if necessary)
Public Service Awareness, foresight, commitment to service of the public. Employee recognizes and respects the value of public service and presents a positive image of the City to the public, including the media. This commitment is demonstrated by the quality of service. Is open and available to the public. Takes their concerns and problems seriously and recognizes citizens right to be informed. Listens openly by asking questions to clarify customer concerns. Takes initiative to resolve problems and accomplish duties.	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ NO
Leadership Builds collaborative trust amongst staff. Makes sound hiring decisions, mentors and motivates a team, provides direction, monitors and adjusts performances as necessary. Leads by example.	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ NO

Interpersonal Skills Thinks logically and utilizes independent thought to make sound decisions. Can reach effective and creative solutions to City problems. Consistently open, straightforward and impartial. Is ethical in actions and conforms to state statute regarding ethics and the high standards of the profession.	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ NO
Budget and Finance Accurately and concisely reports and projects the financial condition. Management practices and policies re designed to achieve and maintain sound long-range financial stability. Uses debt cautiously, plans for the long-term replacement and maintenance of equipment and infrastructure. Obtains the best possible result for the money spent including implementing effective programs to limit liability and loss.	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ NO
Administrative Ability Plans and organizes work so that issues are anticipated, and problems resolved appropriately. Maps effective solutions to problems. In making decisions considers the best available facts, projections and evidence. Demonstrates a solid understanding of all phases of municipal government.	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ NO
City Goal Achievement Employee has effectively led the City in making substantial and meaningful progress on City goals.	☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ NO

What do you consider this person's greatest accomplishments in this past review period?

Any suggestions which you feel will improve this person's job effectiveness?

Additional comments regarding work performance.

EXHIBIT A

CITY OF FOREST GROVE

CITY MANAGER SELF-EVALUATION

EMPLOYEE: Jesse VanderZanden

REVIEW PERIOD: July 1, 2025 to June 30, 2026

1. What projects or accomplishments are you most enthusiastic about that were completed, are in process during this review period, and/or that you would like to work on in the next year?

2. Describe any areas in which you like to improve in terms of your professional capabilities. List the steps you plan to take and/or the resources you need to accomplish this.

3. Note the challenges you faced during the review period and how you either overcame them and/or how you think they could have been handled more productively.

4. What additional tools, guidance and/or support could the Mayor and City Council provide that would assist you in performing your work?

STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Gregory H Robertson, Director of Public Works, P.E., AICP

CC: Jesse VanderZanden, City Manager

MEETING DATE: March 9, 2026

SUBJECT TITLE: Resolution 2026-09 for Purchase of Real Property

ACTION REQUESTED: ☐ Ordinance ☐ Order ☒ Resolution ☐ Informational

2040 VISION PLAN

Goal: Community Growth

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

Action: Expand green and climate resilient infrastructure and equipment (2.23)

BACKGROUND

In 2018, the City developed a plan to address drainage basin deficiencies through the development of a regional water quality facility in the vicinity of 23rd Avenue and Hawthorne Street. Unrelated, but at the same time, separate efforts were being made by a consortium of agencies to develop the Council Creek Regional Trail project.

The two projects, coupled with the potential abandonment of the railroad right of way by Portland and Western Railroad, led the Oregon Department of Transportation (ODOT) to declare the right of way as surplus and offer it for sale. The main line of the ODOT easement between Hillsboro and Forest Grove was declared surplus and sold to TriMet as the owner of the Council Creek Regional Trail.

In the City of Forest Grove, two parcels outside the easement remained: 1) a spur that served properties owned by the City and Lieb Foods and 2) a 2.83 acre parcel directly South of the spur and the easement. Both have successfully been negotiated and are the subject of this staff report.

As required by ODOT, both parcels were appraised. The spur appraised at a fair market value of \$17,400. An offer of \$17,400 was made by the City and accepted by the Oregon Department of Transportation to purchase the property.

The 2.83 acre parcel was appraised by a general appraiser as required by ODOT. The appraisal did not take into consideration significant devaluation due to environmental constraints prohibiting it from being developed. A de minimis offer of \$10,000 was made and subsequently accepted by ODOT.

Attached for your consideration is a resolution approving the acquisition of both parcels and authorizing the City Manager to sign the Purchase Agreement and accept the statutory deed to the property.

FISCAL IMPACT

The fiscal impact is \$27,400. Of that amount, \$10,000 will come from the Surface Water Management Fund (SWM) as the 2.83 acre parcel is aligned with that purpose and \$17,400 will come from the Street Fund as the spur property is aligned with that purpose.

RECOMMENDATION

Staff recommends that the City Council approve the resolution and authorize the City Manager to take the needed steps to complete the purchase.

ATTACHMENTS

- Resolution
- Purchase Agreement (1 for each parcel)
- Draft statutory deed (1 for each parcel)
- Surveys (1 for each parcel)

RESOLUTION NO 2026-09

RESOLUTION AUTHORIZING CITY MANAGER OR DESIGNEE TO SIGN PURCHASE AGREEMENT AND COMPLETE THE PURCHASE OF A RAILROAD SPUR PROPERTY LOCATED ON THE SOUTHWEST CORNER OF HAWTHORNE AND 23RD (NO TAX LOT IDENTIFICATION) AND 2.83 ACRES OF PROPERTY LOCATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 3 WEST, W.M. (WASHINGTON COUNTY TAX LOT 1N331DC06100)

WHEREAS, the Oregon Department of Transportation is the owner of Washington County Tax Lot No. 1N331DC06100 adjacent Hawthorne Street and a former railroad spur; and

WHEREAS, the Oregon Department of Transportation has declared the property surplus and is offering it for sale; and

WHEREAS, the City has identified this property for a future regional water quality facility to serve the drainage basin; and

WHEREAS, the City has identified the spur allowing two City owned properties to be combined as well as fortify the 23rd Avenue right of way; and

WHEREAS, City staff and the Oregon Department of Transportation have reached agreement on an acquisition price subject to City Council approval.

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

Section 1. The City Council approves the purchase of property known as Washington County Tax Lot No. 1N331DC06100 for \$10,000 and the Railroad Spur in the SW corner of Hawthorne and 23rd (no Tax Lot No.) for \$17,400.

Section 2. The City Manager or designee is authorized to sign the purchase agreement and complete the purchase of the property.

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

PRESENTED AND PASSED this 9th day of March, 2026

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 9th day of March, 2026

Malynda H. Wenzl, Mayor

Purchase and Sale Agreement

This agreement for the purchase and sale of real property ("**Agreement**") is made between the State of Oregon, acting by and through its Department of Transportation ("**Seller**") and the City of Forest Grove, an Oregon municipal corporation ("**Buyer**") on the date it has been signed by both parties ("**Effective Date**").

Buyer and Seller (each a "**Party**" and together "**Parties**") agree as follows:

1. **Agreement to Purchase and Sell.** Seller shall sell to Buyer and Buyer shall purchase from Seller the real property located in Forest Grove, Oregon, consisting of a parcel as described in the attached Exhibit A ("**Property**"), subject to the terms and conditions of this Agreement.
2. **Purchase Price.** Buyer shall pay to Seller is SEVENTEEN THOUSAND FOUR HUNDRED DOLLARS (USD \$17,400.00) in the form of a cashier's check payable to the Oregon Department of Transportation ("**Purchase Price**") within thirty (30) days of the Effective Date by mailing the cashier's check to the address listed in Section 12.1.
3. **Conveyance by Statutory Quitclaim Deed.** After receipt of the Purchase Price, Seller shall release and quitclaim the Property to Buyer by statutory quitclaim deed containing a possibility of reverter substantially in the form provided in Exhibit B ("**Deed**"). Seller shall submit the Deed to Washington County for recording within thirty (30) days of receipt of the Purchase Price.
4. **Condition of Property.** Buyer acknowledges that it has examined the Property and any access thereto to its own satisfaction and has formed its own opinion as to the condition and value thereof. **Buyer is acquiring the Property in the condition existing at the time of the Effective Date, "AS-IS" with all defects.** Buyer acknowledges and agrees that Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the condition of the Property, including any access thereto. Seller shall have no liability relating to the condition of the Property, and Buyer assumes all liability arising from or relating to the condition of the Property.
5. **Due Diligence/Satisfaction of Conditions Precedent.**
 - 5.1 Buyer has completed its due diligence for acquisition of the Property, and Buyer has secured funds for the Purchase Price. There are no additional conditions precedent that must be satisfied or waived for Buyer to deliver the Purchase Price to Seller, except that Buyer's City Council must approve Buyer's purchase of the Property in accordance with this Agreement.
 - 5.2 Seller has obtained all necessary governmental approvals to sell the Property to Buyer pursuant to the terms of this Agreement. Upon Seller's receipt of the Purchase Price, all conditions precedent to delivery of the Deed to Washington County for recording will have been satisfied.

6. Title Insurance. If Buyer desires to obtain a title insurance policy for the Property, Buyer may do so; however, Buyer will be solely responsible for acquiring such a policy and for paying the premium associated therewith.

7. Taxes and Recording Costs.

7.1 As property of the State of Oregon, the Property has not been subject to property tax. Upon Seller's conveyance to Buyer, the Property may be taxable, and Buyer will be responsible for any real property taxes and assessments. There are no penalty taxes for the prior state ownership.

7.2 Seller will be responsible for all costs to record the Deed.

8. Seller's Representations and Warranties. Seller's representations and warranties provided in this Section 8 are true and accurate, are not misleading, will be continuing, and will be true and correct as of the recording of the Deed with the same force and effect as if remade by Seller in a separate certificate at that time. In addition to any express agreements of Seller contained elsewhere in this Agreement, the following constitute representations and warranties of Seller to Buyer:

8.1 Seller has the legal power, right, and authority to enter into this Agreement and deliver the Deed, as described in this Agreement and the persons executing this Agreement on behalf of Seller has the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement; and

8.2 This Agreement and the Deed to be executed by Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

9. Buyer's Representations and Warranties. Buyer's representations and warranties provided in this Section 9 are true and accurate, are not misleading, will be continuing, and will be true and correct as of the recording of the Deed with the same force and effect as if remade by Buyer in a separate certificate at that time. In addition to any express agreements of Buyer contained elsewhere in this Agreement, the following constitute representations and warranties of Buyer to Seller:

9.1 Buyer has the legal power, right, and authority to enter into this Agreement and to deliver the Purchase Price to Seller;

9.2 All requisite action has been or will be undertaken by Buyer in connection with entering into this Agreement and delivering the Purchase Price to Seller;

9.3 The person(s) executing this Agreement on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement; and

9.4 This Agreement is a valid, legally binding obligation of, and enforceable against Buyer in accordance with its terms.

10. Brokers. Seller and Buyer each hereby represent and warrant to the other that it did not employ or use any broker or finder to arrange or bring about this transaction and that there are no claims or rights for brokerage commissions or finders fees in connection with the transactions contemplated by this Agreement.

11. Amendment and Modification. This Agreement may be amended, modified, or supplemented only by a written agreement signed by Buyer and Seller.

12. Notices.

12.1 All notices permitted hereunder must be in writing and must be served on the Parties at the following addresses:

Seller: Oregon Department of Transportation
Public Transportation Division, attn. Cary Goodman
355 Capitol Street NE, MS43
Salem, OR 97301
Email: cary.goodman@odot.oregon.gov

Buyer: City of Forest Grove, Attn: Greg Robertson, Public Works
Director
P.O. Box 326
Forest Grove, OR 97116
Email: grobertson@forestgrove-or.gov

12.2 Delivery.

Method of delivery	When notice deemed delivered
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email	upon sender's electronic confirmation of receipt
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Agreement for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline shall be deemed extended to the next business day.

13. Personal Property. There is no personal property included in this purchase and sale.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors in interest and assigns, but in no event shall any Party be relieved of its obligations under this Agreement without the express written consent of the other Party.

15. Default/Remedies. If either Party fails to perform as required by this Agreement, the other Party may: (a) bring an action for damages for breach of contract; or (b) pursue any other legal remedy against the defaulting Party as may be allowed at law or in equity.

16. Governing Law/Venue. 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. 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. 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.

17. Counterparts. This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing Parties, but all counterparts together will constitute one and the same instrument.

18. Entire Agreement. This Agreement and any other document to be furnished pursuant to the provisions of this Agreement embody the entire agreement and understanding of the Parties as to its subject matter. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the Parties with respect to the subject matter of this Agreement.

19. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement.

20. Survival. The Parties intend that Sections 4 (Condition of Property), 7 (Taxes and Recording Costs), 8 (Seller's Representations and Warranties), 9 (Buyer's Representations and Warranties), 10 (Brokers), 15 (Default/Remedies), 16 (Governing Law/Venue), 18 (Entire Agreement) and 20 (Survival) of this Agreement will survive and not merge into the Deed upon recordation in the official records of Washington County.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 to 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR

COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date below

Seller:

Oregon Department of Transportation

By: Georgine N. Gleason

Title: State Right of Way Manager

Date: _____

Buyer:

City of Forest Grove

By: Jesse VanderZanden

Title: City Manager

Date: _____

Exhibits:

Exhibit A – Legal Description of Property

Exhibit B – Sample Form of Deed

EXHIBIT A

A 30.0-foot-wide strip of land lying in the William Stokes Donation Land Claim No. 61 in the SE1/4 of Section 31, Township 1 North, Range 3 West, W.M., being that property described in that Warranty Deed to the Oregon Electric Railway Company recorded July 13, 1946, in Book 262 Page 275 Washington County Deed Records.

EXCEPT therefrom that portion of that property described in Warranty Deed to Oregon Electric Railway Company recorded April 14 ,1909 in Book 83 Page 279 Washington County Deed Records.

EXHIBIT B
(Sample Form of Deed)

Space above this line for Recorder's use.

After recording return to:

City of Forest Grove
Attn: City Manager
P. O. Box 326
Forest Grove, OR 97116

With a copy to:

ODOT Public Transportation Division
355 Capitol Street NE, MS43
Salem, OR 97301

**Until a change is requested,
all tax statements will be sent to:**

City of Forest Grove
P. O. Box 326
Forest Grove, OR 97116

STATUTORY QUITCLAIM DEED
(ORS 93.865)

The State of Oregon, acting by and through the Oregon Department of Transportation, of 355 Capital St. NE, MS43 Salem, OR 97301-3871, **Grantor**, releases and quitclaims to, City of Forest Grove, an Oregon municipal corporation, of P. O. Box 326, Forest Grove, OR 97116, **Grantee**, all right, title, and interest in and to the following described real property (the **"Property"**):

Land in Washington County, Oregon, described more particularly in Exhibit A, attached hereto.

SUBJECT TO a possibility of reverter which runs with the Property in perpetuity, binds Grantee and Grantee's successors in title to the Property, and benefits Grantor, as follows: to Grantee, for so long as the Property is being used for public transportation purposes only, and if the Property is not used for such purposes, then the Property reverts back to Grantor.

The true consideration for this conveyance is SEVENTEEN THOUSAND FOUR HUNDRED DOLLARS (USD \$17,400.00).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS

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{00963699; 2 }Page 7 of 10

INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: _____, 2026.

STATE OF OREGON, acting by and through
its DEPARTMENT OF TRANSPORTATION

By _____
Georgine Gleason, State Right of Way Manager

STATE OF OREGON
COUNTY OF MARION } ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2026, by Georgine Gleason, as State Right of Way Manager of the Oregon Department of Transportation, of whom record was executed.

Printed Name: _____
Notary Public in and for the State of Oregon
My commission expires: _____

Accepted by City of Forest Grove pursuant to ORS 93.808

Jesse VanderZanden, City Manager

STATE OF OREGON

COUNTY OF WASHINGTON } ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2026, by Jesse VanderZanden, as City Manager, of whom record was executed.

Printed Name: _____
Notary Public in and for the State of Oregon
My commission expires: _____

EXHIBIT A

A 30.0-foot-wide strip of land lying in the William Stokes Donation Land Claim No. 61 in the SE1/4 of Section 31, Township 1 North, Range 3 West, W.M., being that property described in that Warranty Deed to the Oregon Electric Railway Company recorded July 13, 1946, in Book 262 Page 275 Washington County Deed Records.

EXCEPT therefrom that portion of that property described in Warranty Deed to Oregon Electric Railway Company recorded April 14 , 1909 in Book 83 Page 279 Washington County Deed Records.

Purchase and Sale Agreement

This agreement for the purchase and sale of real property ("**Agreement**") is made between the State of Oregon, acting by and through its Department of Transportation ("**Seller**") and the City of Forest Grove, an Oregon municipal corporation ("**Buyer**") on the date it has been signed by both parties ("**Effective Date**").

Buyer and Seller (each a "**Party**" and together "**Parties**") agree as follows:

1. **Agreement to Purchase and Sell.** Seller shall sell to Buyer and Buyer shall purchase from Seller the real property located in Forest Grove, Oregon, consisting of a 2.83-acre parcel, as described in the attached Exhibit A ("**Property**"), subject to the terms and conditions of this Agreement.
2. **Purchase Price.** Buyer shall pay to Seller TEN THOUSAND DOLLARS (USD \$10,000.00) in the form of a cashier's check payable to the Oregon Department of Transportation ("**Purchase Price**") within thirty (30) days of the Effective Date by mailing the cashier's check to the address listed in Section 12.1.
3. **Conveyance by Statutory Quitclaim Deed.** After receipt of the Purchase Price, Seller shall release and quitclaim the Property to Buyer by statutory quitclaim deed containing a possibility of reverter substantially in the form provided in Exhibit B ("**Deed**"). Seller shall submit the Deed to Washington County for recording within thirty (30) days of receipt of the Purchase Price.
4. **Condition of Property.** Buyer acknowledges that it has examined the Property and any access thereto to its own satisfaction and has formed its own opinion as to the condition and value thereof. **Buyer is acquiring the Property in the condition existing at the time of the Effective Date, "AS-IS" with all defects.** Buyer acknowledges and agrees that Seller does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the condition of the Property, including any access thereto. Seller shall have no liability relating to the condition of the Property, and Buyer assumes all liability arising from or relating to the condition of the Property.
5. **Due Diligence/Satisfaction of Conditions Precedent.**
 - 5.1 Buyer has completed its due diligence for acquisition of the Property, and Buyer has secured funds for the Purchase Price. There are no additional conditions precedent that must be satisfied or waived for Buyer to deliver the Purchase Price to Seller, except that Buyer's City Council must approve Buyer's purchase of the Property in accordance with this Agreement.
 - 5.2 Seller has obtained all necessary governmental approvals to sell the Property to Buyer pursuant to the terms of this Agreement. Upon Seller's receipt of the Purchase Price, all conditions precedent to delivery of the Deed to Washington County for recording will have been satisfied.

6. Title Insurance. If Buyer desires to obtain a title insurance policy for the Property, Buyer may do so; however, Buyer will be solely responsible for acquiring such a policy and for paying the premium associated therewith.

7. Taxes and Recording Costs.

7.1 As property of the State of Oregon, the Property has not been subject to property tax. Upon Seller's conveyance to Buyer, the Property may be taxable, and Buyer will be responsible for any real property taxes and assessments. There are no penalty taxes for the prior state ownership.

7.2 Seller will be responsible for all costs to record the Deed.

8. Seller's Representations and Warranties. Seller's representations and warranties provided in this Section 8 are true and accurate, are not misleading, will be continuing, and will be true and correct as of the recording of the Deed with the same force and effect as if remade by Seller in a separate certificate at that time. In addition to any express agreements of Seller contained elsewhere in this Agreement, the following constitute representations and warranties of Seller to Buyer:

8.1 Seller has the legal power, right, and authority to enter into this Agreement and deliver the Deed, as described in this Agreement and the persons executing this Agreement on behalf of Seller has the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement; and

8.2 This Agreement and the Deed to be executed by Seller are and will be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

9. Buyer's Representations and Warranties. Buyer's representations and warranties provided in this Section 9 are true and accurate, are not misleading, will be continuing, and will be true and correct as of the recording of the Deed with the same force and effect as if remade by Buyer in a separate certificate at that time. In addition to any express agreements of Buyer contained elsewhere in this Agreement, the following constitute representations and warranties of Buyer to Seller:

9.1 Buyer has the legal power, right, and authority to enter into this Agreement and to deliver the Purchase Price to Seller;

9.2 All requisite action has been or will be undertaken by Buyer in connection with entering into this Agreement and delivering the Purchase Price to Seller;

9.3 The person(s) executing this Agreement on behalf of Buyer have the legal power, right, and actual authority to bind Buyer to the terms and conditions of this Agreement; and

9.4 This Agreement is a valid, legally binding obligation of, and enforceable against Buyer in accordance with its terms.

10. Brokers. Seller and Buyer each hereby represent and warrant to the other that it did not employ or use any broker or finder to arrange or bring about this transaction and that there are no claims or rights for brokerage commissions or finders fees in connection with the transactions contemplated by this Agreement.

11. Amendment and Modification. This Agreement may be amended, modified, or supplemented only by a written agreement signed by Buyer and Seller.

12. Notices.

12.1 All notices permitted hereunder must be in writing and must be served on the Parties at the following addresses:

Seller: Oregon Department of Transportation
Public Transportation Division, attn. Cary Goodman
355 Capitol Street NE, MS43
Salem, OR 97301
Email: cary.goodman@odot.oregon.gov

Buyer: City of Forest Grove, Attn: Greg Robertson, Public Works
Director
P.O. Box 326
Forest Grove, OR 97116
Email: grobertson@forestgrove-or.gov

12.2 Delivery.

Method of delivery	When notice deemed delivered
In person (including by messenger service)	the day delivered, as evidenced by signed receipt
Email	upon sender's electronic confirmation of receipt
US Mail (postage prepaid, registered or certified, return receipt requested)	the day received, as evidenced by signed return receipt
Courier delivery (by reputable commercial courier)	the day received, as evidenced by signed receipt

If the deadline under this Agreement for delivery of a notice is a Saturday, Sunday or federal or State of Oregon holiday, such deadline shall be deemed extended to the next business day.

13. Personal Property. There is no personal property included in this purchase and sale.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors in interest and assigns, but in no event shall any Party be relieved of its obligations under this Agreement without the express written consent of the other Party.

15. Default/Remedies. If either Party fails to perform as required by this Agreement, the other Party may: (a) bring an action for damages for breach of contract; or (b) pursue any other legal remedy against the defaulting Party as may be allowed at law or in equity.

16. Governing Law/Venue. 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. 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. 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.

17. Counterparts. This Agreement may be executed in two or more fully or partially executed counterparts, each of which will be deemed an original binding the signer thereof against the other signing Parties, but all counterparts together will constitute one and the same instrument.

18. Entire Agreement. This Agreement and any other document to be furnished pursuant to the provisions of this Agreement embody the entire agreement and understanding of the Parties as to its subject matter. There are no restrictions, promises, representations, warranties, covenants, or undertakings other than those expressly set forth or referred to in such documents. This Agreement and such documents supersede all prior agreements and understandings among the Parties with respect to the subject matter of this Agreement.

19. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement.

20. Survival. The Parties intend that Sections 4 (Condition of Property), 7 (Taxes and Recording Costs), 8 (Seller's Representations and Warranties), 9 (Buyer's Representations and Warranties), 10 (Brokers), 15 (Default/Remedies), 16 (Governing Law/Venue), 18 (Entire Agreement) and 20 (Survival) of this Agreement will survive and not merge into the Deed upon recordation in the official records of Washington County.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 to 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR

COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date below

Seller:

Oregon Department of Transportation

By: Georgine N. Gleason

Title: State Right of Way Manager

Date: _____

Buyer:

City of Forest Grove

By: Jesse VanderZanden

Title: City Manager

Date: _____

Exhibits:

- Exhibit A – Legal Description of Property
- Exhibit B – Sample Form of Deed

EXHIBIT A

A parcel of land lying contiguous to and Southerly of that property described in that Warranty Deed to Oregon Electric Railway Company recorded April 14, 1909 in Book 83 Page 279, Washington County Deed Records and being a portion of the 60.0 foot wide Branch Line right of way at Forest Grove, Oregon, situated in the William Stokes Donation Land Claim No. 61 in the SE1/4 Section 31, Township 1 North, Range 3 West, W.M. described as follows:

Commencing at a stone which is North 00°07' West, 535.6 feet from an iron pipe at the intersection of the East line of Hawthorn Street (old 7th Street) in the City of Forest Grove with the South line of said William Stokes Donation Land Claim No.61, said stone being the point of beginning of County Road No. 601; thence North 00°31' East, along the centerline of County Road No.601 a distance of 107.2 feet to the North line of a certain tract of land described in Book 109, Page 264 of Washington County Deed Records and the True Point of Beginning; thence North 89°44' West along said North line 226.3 feet to an iron bar; thence South 54°16' West, 182.8 feet to an iron pipe; thence South 70°29' West, 272.0 feet to the Southwest corner of a tract of land described in Book 241, Page 235 of Washington County Deed Records; thence North 00°29' East, 172.2 to an iron pipe on the Southerly line of the hereinabove described 60.0 feet wide Branch line right of way; thence Northeasterly along said Southerly right of way line, along a curve concave Southerly, having a radius of 2,834.93 feet, a distance of 700 feet, more or less, to the centerline of said County Road No. 601; thence South 00°31' West, a long said centerline 271.5 feet to the True Point of Beginning.

EXHIBIT B
(Sample Form of Deed)

Space above this line for Recorder's use.

After recording return to:

City of Forest Grove
Attn: City Manager
P. O. Box 326
Forest Grove, OR 97116

With a copy to:

ODOT Public Transportation Division
355 Capitol Street NE, MS43
Salem, OR 97301

**Until a change is requested,
all tax statements will be sent to:**

City of Forest Grove
P. O. Box 326
Forest Grove, OR 97116

STATUTORY QUITCLAIM DEED

(ORS 93.865)

The State of Oregon, acting by and through the Oregon Department of Transportation, of 355 Capital St. NE, MS43 Salem, OR 97301-3871, **Grantor**, releases and quitclaims to, City of Forest Grove, an Oregon municipal corporation, of P. O. Box 326, Forest Grove, OR 97116, **Grantee**, all right, title, and interest in and to the following described real property (the **"Property"**):

Land in Washington County, Oregon, described more particularly in Exhibit A, attached hereto.

SUBJECT TO a possibility of reverter which runs with the Property in perpetuity, binds Grantee and Grantee's successors in title to the Property, and benefits Grantor, as follows: to Grantee, for so long as the Property is being used only for the purposes of public transportation, or for stormwater quality and treatment of stormwater from public transportation and other sources, and if the Property is not used for such purposes, then the Property reverts back to Grantor.

The true consideration for this conveyance is TEN THOUSAND DOLLARS (USD \$10,000.00).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: _____, 2026.

STATE OF OREGON, acting by and through
its DEPARTMENT OF TRANSPORTATION

By _____
Georgine Gleason, State Right of Way Manager

STATE OF OREGON
COUNTY OF MARION } ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2026, by Georgine Gleason, as State Right of Way Manager of the Oregon Department of Transportation, of whom record was executed.

Printed Name: _____
Notary Public in and for the State of Oregon
My commission expires: _____

Accepted by City of Forest Grove pursuant to ORS 93.808

Jesse VanderZanden, City Manager

STATE OF OREGON
COUNTY OF WASHINGTON } ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2026, by Jesse VanderZanden, as City Manager, of whom record was executed.

Printed Name: _____
Notary Public in and for the State of Oregon
My commission expires: _____

EXHIBIT A

A parcel of land lying contiguous to and Southerly of that property described in that Warranty Deed to Oregon Electric Railway Company recorded April 14, 1909 in Book 83 Page 279, Washington County Deed Records and being a portion of the 60.0 foot wide Branch Line right of way at Forest Grove, Oregon, situated in the William Stokes Donation Land Claim No. 61 in the SE1/4 Section 31, Township 1 North, Range 3 West, W.M. described as follows:

Commencing at a stone which is North 00°07' West, 535.6 feet from an iron pipe at the intersection of the East line of Hawthorn Street (old 7th Street) in the City of Forest Grove with the South line of said William Stokes Donation Land Claim No.61, said stone being the point of beginning of County Road No. 601; thence North 00°31' East, along the centerline of County Road No.601 a distance of 107.2 feet to the North line of a certain tract of land described in Book 109, Page 264 of Washington County Deed Records and the True Point of Beginning; thence North 89°44' West along said North line 226.3 feet to an iron bar; thence South 54°16' West, 182.8 feet to an iron pipe; thence South 70°29' West, 272.0 feet to the Southwest corner of a tract of land described in Book 241, Page 235 of Washington County Deed Records; thence North 00°29' East, 172.2 to an iron pipe on the Southerly line of the hereinabove described 60.0 feet wide Branch line right of way; thence Northeasterly along said Southerly right of way line, along a curve concave Southerly, having a radius of 2,834.93 feet, a distance of 700 feet, more or less, to the centerline of said County Road No. 601; thence South 00°31' West, a long said centerline 271.5 feet to the True Point of Beginning.

Space above this line for Recorder's use.

After recording return to:

City of Forest Grove
Attn: City Manager
P. O. Box 326
Forest Grove, OR 97116

With a copy to:

ODOT Public Transportation Division
355 Capitol Street NE, MS43
Salem, OR 97301

**Until a change is requested,
all tax statements will be sent to:**

City of Forest Grove
P. O. Box 326
Forest Grove, OR 97116

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(ORS 93.865)

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Land in Washington County, Oregon, described more particularly in Exhibit A, attached hereto.

SUBJECT TO a possibility of reverter which runs with the Property in perpetuity, binds Grantee and Grantee's successors in title to the Property, and benefits Grantor, as follows: to Grantee, for so long as the Property is being used for public transportation purposes only, and if the Property is not used for such purposes, then the Property reverts back to Grantor.

The true consideration for this conveyance is SEVENTEEN THOUSAND FOUR HUNDRED DOLLARS (USD \$17,400.00).

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS

INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED: _____, 2026.

STATE OF OREGON, acting by and through
its DEPARTMENT OF TRANSPORTATION

By _____
Georgine Gleason, State Right of Way Manager

STATE OF OREGON
COUNTY OF MARION

} ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2026, by Georgine Gleason, as State Right of Way Manager of the Oregon Department of Transportation, of whom record was executed.

Printed Name: _____
Notary Public in and for the State of Oregon
My commission expires: _____

Accepted by City of Forest Grove pursuant to ORS 93.808

Jesse VanderZanden, City Manager

STATE OF OREGON

COUNTY OF WASHINGTON

} ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2026, by Jesse VanderZanden, as City Manager, of whom record was executed.

Printed Name: _____
Notary Public in and for the State of Oregon
My commission expires: _____

EXHIBIT A

A 30.0-foot-wide strip of land lying in the William Stokes Donation Land Claim No. 61 in the SE1/4 of Section 31, Township 1 North, Range 3 West, W.M., being that property described in that Warranty Deed to the Oregon Electric Railway Company recorded July 13, 1946, in Book 262 Page 275 Washington County Deed Records.

EXCEPT therefrom that portion of that property described in Warranty Deed to Oregon Electric Railway Company recorded April 14 , 1909 in Book 83 Page 279 Washington County Deed Records.

Space above this line for Recorder's use.

After recording return to:

City of Forest Grove
Attn: City Manager
P. O. Box 326
Forest Grove, OR 97116

With a copy to:

ODOT Public Transportation Division
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DATED: _____, 2026.

STATE OF OREGON, acting by and through
its DEPARTMENT OF TRANSPORTATION

By _____
Georgine Gleason, State Right of Way Manager

STATE OF OREGON
COUNTY OF MARION

} ss.

The foregoing instrument was acknowledged before me on this ____ day of _____, 2026, by Georgine Gleason, as State Right of Way Manager of the Oregon Department of Transportation, of whom record was executed.

Printed Name: _____
Notary Public in and for the State of Oregon
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Jesse VanderZanden, City Manager

STATE OF OREGON

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31-1N3-102
7920

PLAT OF SURVEY
FOR
CITY OF FOREST GROVE

SHOWING 23RD AVENUE BETWEEN CEDAR AND HAWTHORNE STREETS AND THE NORTHERLY EXTENSION OF ELM AND FILBERT STREETS.
PART OF THE SOUTH HALF OF THE WILLIAM STOKES D.L.C. NO. 61 IN SEC. 31, T1N3W, W.M.
SCALE 1"=100' DATE APR. 1961

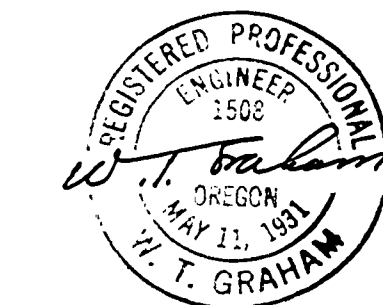
H. P. BARROWS
Washington County Surveyor
RECEIVED
APR 11 1961
HILLSBORO, OREGON

SE COR.
LOT 18, BLOCK 2
CURTIS ADD.

DEED 282-585, 587

DEED 342-86, 340-479

DEED 261-131



DEED 188-329, 257-349

C/L N89°45'W

672.90'

23 RD

AVENUE

PART OF DEED 254-97

DEED 261-131

WEST LINE OF PARCEL 1 DEED 284-158

DEED 287-397

DEED 284-158

DEED 309-351

DEED 319-456

OLD R.R. HUBS FOUND AS INDICATED
MARKER FOUND ○
IRON SET ●

CURVE
DATA.
DELTA 140°11' (RR 140°16')
S.T. 95.05 (RR 95.6)
D 7°30'
R 764.0

CITY OF FOREST GROVE
DEED 284-158

DEED 389-57

DEED 431-103

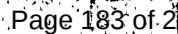
DEED 410-732

DEED 440-391

STOKES D.L.C. 409.49

HAWTHORNE
COUNTY
ROAD NO. 601

31-1N3-35
3952



STAFF REPORT TO CITY COUNCIL

TO: City Council

FROM: Joyce Phillips, Programs and Communications Coordinator

CC: Kim Ezell, Assistant City Manager
Jesse VanderZanden, City Manager

MEETING DATE: March 9, 2026

SUBJECT TITLE: Resolution 2026-10 Intergovernmental Agreement with Washington County for administration of the Contamination Reduction Program

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

2040 VISION PLAN

- **Community Growth:** “Environmentally sustainable” and “climate-conscious” community for all.
- **Action 2.23:** Expand green and climate resilient infrastructure and equipment.

BACKGROUND

In 2021, the Oregon Legislature passed the Recycling Modernization Act (RMA) (ORS 459A.929) to improve recycling in Oregon. The RMA charges a per-ton assessment to entities that produce packaging products that can be recycled. Upon passage, the DEQ established rules to implement the RMA by creating minimum contamination reduction requirements, charging local governments with responsibility for program creation and implementation, defining who could receive funds, what expenses are eligible, and how the program will be administered. The RMA allocates \$3 per capita to accomplish this. Because solid waste and recycling streams often extend beyond city boundaries, the RMA encourages cities and counties to work together. The current monies are split 50/50 between solid waste providers and local governments with solid waste providers using the funds to upgrade and increase containers and local governments focusing on program creation and implementation.

The DEQ opted to have a non-profit administer the RMA program. After a competitive proposal process, the Circular Action Alliance (CAA) was chosen. CAA is charged with receiving monies from the producers and allocating it to eligible providers for eligible expenses under the RMA program. The following functions qualify as eligible expenses:

- Transportation
- Contamination Evaluation
- Contamination Reduction Programming
- Recycling Service Expansion Identified in Individual Needs Assessment
- Purchase of Post-Consumer Recycled Content Collection Containers

Recognizing that individual cities do not have the staff or expertise to administer the program, the funding is insufficient for individual implementation, and, that solid waste and recycling programs require a broader approach to be effective, city staff from the Washington County Watershed Technical Committee, including Cornelius, Durham, Hillsboro, King City, North Plains, Sherwood, Tigard, Tualatin, and Beaverton, began meeting shortly after the rules were developed on the best approach to administer the RMA. The result was a collective recommendation that Washington County is best suited to administer the RMA through a new IGA that requires the County to:

- Establish an annual work plan for contamination reduction and identify specific steps to implement the plan.
- Perform work requiring technical expertise, including plan development, data collection/compilation, report writing, program coordination, technical advice to Cities, and general information delivery to the public.
- Perform fieldwork including providing customer-facing contamination reduction education and resources, technical assistance, and feedback to generators for which the producer responsibility organization(s) funding has been allocated.
- Perform work requiring coordination with garbage and recycling collection companies, the DEQ, and other agencies and represent the Participating Local Governments before such agencies.
- Act as agent for all Participating Local Government(s) in establishing program criteria and seeking reimbursement in applying for contamination reduction funds.

The term of the IGA is through June 30, 2030, with an “opt-out” provision with notice of 120 days. The cities of Cornelius, Durham, Forest Grove, Hillsboro, King City, Sherwood, Tigard and Tualatin are all presenting the same IGA to their respective bodies for approval this month.

The IGA builds upon the same membership and framework that was established in a 2011 IGA between the above listed cities and Washington County to create and implement an Annual Waste Reduction Program, pursuant to a previous state requirement to implement a recurring solid waste management plan. The 2011 IGA also established the Washington County Watershed Technical Committee noted above. The 2011 IGA is attached for reference.

FISCAL IMPACT

Forest Grove is eligible to receive approximately \$80,000 per year under the RMA, however, 50% of the funds must go to the solid waste provider (for Forest Grove that is Waste Management). Under a short-term funding agreement signed by the cities noted above, 50% of each city’s monies are allocated to their solid waste provider and 50% to Washington County, who has been actively working in good faith on the items above despite not having an IGA. If the IGA is approved, the City would enter into a Primary Funding Agreement with the CAA stipulating that 50% of its eligible funding would go to the County through the term of the IGA. If the IGA is not approved, the city would have to develop and implement its own recycling program. City staff has done an assessment of the program requirements and cannot administer the program on a stand-alone basis with the funding provided.

RECOMMENDATION

Staff recommend that the City Council approve the resolution authorizing the City Manager to sign the IGA between the City and Washington County.

ATTACHMENTS

- Resolution 2026-10 approving Washington County RMA IGA
- Exhibit A: Washington County IGA
- 2011 IGA establishing Washington County as the administrator of the Annual Waste Reduction Work Plan and forming the Washington County Watershed Technical Committee

RESOLUTION NO. 2026-10

RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF FOREST GROVE AND WASHINGTON COUNTY FOR ADMINISTRATION OF THE CONTAMINATION REDUCTION PROGRAM

WHEREAS, the Oregon Legislature passed SB 582, the Recycling Modernization Act (RMA) in 2021 to provide local governments with the ability to receive compensation for eligible recycling costs; and

WHEREAS, participating local governments have responsibilities related to recycling contamination reduction under the provisions of ORS 459A.929 and related administrative rules; and

WHEREAS, performing these responsibilities in a collaborative and cooperative manner promotes the cost effective and efficient use of public resources; and

WHEREAS, the City desires to enter into an agreement with Washington County to establish procedures for mutually performing responsibilities and related services and defining legal relationships and responsibilities; and

WHEREAS, the IGA builds upon the framework established in a 2011 IGA between the same cities which designated the County as the administrator of the Annual Waste Reduction Work Plan and created the Washington County Watershed Technical Committee, who are recommending the new IGA to implement the RMA; and

WHEREAS, the Forest Grove 2040 Vision Plan has a goal of Community Growth that envisions environmental sustainability and Action 2.23 seeks to expand green and climate resilient infrastructure and equipment.

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

Section 1. The City Council approves the Intergovernmental Agreement (Exhibit A) between the City of Forest Grove and Washington County for the administration of the Contamination Reduction Program and authorizes the City Manager to execute the IGA on behalf of the City.

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

PRESENTED AND PASSED this 9th day of March, 2026.

Mariah S. Woods, City Recorder

APPROVED by the Mayor this 9th day of March, 2026.

Malynda H. Wenzl, Mayor

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT RECYCLING MODERNIZATION ACT - CONTAMINATION REDUCTION PROGRAM

THIS AGREEMENT, entered into consistent with ORS Chapter 190 and ORS 459.065(1)(b), is between Washington County, hereinafter referred to as “County,” whose address is 155 N First, Hillsboro, OR 97124, and the individual signatory city of City of Forest Grove hereinafter referred to as “City” or “Cities.” Similar agreements will also be entered into between the County and other Washington County cities. Any reference hereinafter to “Participating Local Governments” includes both County and all individual signatory cities to an agreement identical to this Agreement including City. The Participating Local Governments are Washington County and, at the time of signature, includes the Cities of Cornelius, Durham, Forest Grove, Hillsboro, King City, Sherwood, Tigard and Tualatin. This list of cities is not exclusive and additional cities may join this Agreement independently without requiring consent from any of the other cities.

WHEREAS, Participating Local Governments have responsibilities related to the recycling contamination reduction under the provisions of (Oregon Revised Statute 459A.929) and related administrative rules; and

WHEREAS, the Participating Local Governments agree that performing these responsibilities in a collaborative and cooperative manner promotes the cost-effective and efficient use of public resources; and

WHEREAS, the Participating Local Governments including County and City desire to enter into an Agreement to establish procedures for mutually performing these responsibilities and related services and defining legal relationships and responsibilities; now, therefore,

In consideration of the mutual covenants herein, and in exchange for the promises and other valuable consideration set forth below, County and City agree as follows:

I. Purpose

Pursuant to Oregon Revised Statute 459A.929 and related administrative rules, the Oregon Department of Environmental Quality (hereinafter referred to as “DEQ”) has established contamination reduction requirements for local governments as part of the Pollution Prevention and Recycling Modernization Act (hereinafter referred to as “RMA”). Local governments in communities with over 4,000 people must establish and implement programs to reduce contamination in the recycling system and set a contamination reduction goal consistent with

statewide goals. The RMA requires producer responsibility organization(s) to compensate local governments up to \$3 per capita for contamination reduction programming work (Oregon Revised Statute 459A.890(4)). The DEQ is required to establish and maintain a list of approved contamination reduction program elements for local governments to use in these programs (Oregon Revised Statute 459A.929). Per ORS 459A.929(2)(c)(B). Local governments may select elements from DEQ's list to implement in their programs or local governments may submit alternative program plans to implement program elements not included in the DEQ's list of approved program elements. Local governments are required to report on contamination reduction programs in the annual Opportunity to Recycle (hereinafter referred to as "OTR") reports. DEQ establishes minimum requirements for local government programs and provides that cities and counties may work cooperatively with neighboring cities and counties to complete this work. This Agreement documents the arrangements among the Participating Local Governments, establishes the County's duties as co-administrator of the contamination reduction program on behalf of the Participating Local Government(s) for each fiscal year covered under this Agreement.

II. Term of Agreement

Participation shall be accomplished by adoption of the contamination reduction program work plan by the Participating Local Governments and by entering into this Agreement. The term of this Agreement commences upon execution and continues in effect through June 30, 2030, unless terminated by either party as provided for in Section III "Termination and Opt-Out." Thereafter, this Agreement automatically renews for successive five-year terms (July 1 – June 30) provided funding from the producer responsibility organization(s) continues to be available, as per Oregon Revised Statute 459A.890(4). Cities maintain the ability to implement their own contamination reduction program plan after executing this agreement.

III. Termination and Opt Out

County or City may opt out of this Agreement upon giving 120 days written notice of its intent to do so. County or City may be terminated from participation in this Agreement if either is in default of the terms hereof. In the event of a default, the party alleging the default shall give the defaulting party (and all Participating Local Governments) written notice of the alleged default and defaulting party shall have 30 days after receipt of notice to cure the default. When County or City opts out of this Agreement or it is terminated, the effective date shall be deemed to be July 1 of the next ensuing fiscal year or a date agreed upon by the parties. Further, that party's assigned funding for the current year's work program as

provided for in Section VII, "Funding," shall remain under the authority of the Agreement for the remainder of the current fiscal year.

The County may immediately terminate this Agreement by written notice to City in the event the County does not receive adequate funding from the producer responsibility organization(s).

Any withdrawal from this Agreement under this section by a party shall not require of consent of any of the other Cities. Washington County reserves the right to add additional signatories to this Agreement without the consent of the Cities and the Cities expressly agree that any additional party may be added without requiring an amendment to this Agreement.

V. Duties of Parties

A. Duties of County

1. The County shall establish an annual work plan for contamination reduction and identify specific steps to implement the plan.
2. The County shall perform work requiring technical expertise, including plan development, data collection/compilation, report writing, program coordination, technical advice to Cities, and general information delivery to the public.
3. The County shall perform fieldwork including providing customer facing contamination reduction education and resources, technical assistance, and feedback to generators for which the producer responsibility organization(s) funding has been allocated as provided for in Section VII herein. Where funding for specific cities is curtailed by the producer responsibility organization(s), then adjustments shall be made by the County to the types of fieldwork conducted.
4. The County shall perform work requiring coordination with garbage and recycling collection companies, the DEQ, and other agencies and represent the Participating Local Governments before such agencies.
5. The County shall act as agent for all Participating Local Government(s) in establishing program criteria and seeking reimbursement in applying for contamination reduction funds. This does not preclude any City from individually receiving or allocating funding to other entities (as defined by DEQ) for contamination reduction programming consistent with the process set out in Section VII, "Funding."

5. The County shall perform specific duties assigned in the contamination reduction work plan for a given year.

B. Duties of City

1. City shall perform the specific duties assigned as outlined in the contamination reduction work plan, as reviewed and approved by the City prior to each respective fiscal year, for a given year and annually provide the DEQ and producer responsibility organization(s) with information required for funding distribution.
2. City shall ensure that any entity other than the County that receives contamination reduction funding provides data to the County that is required, as determined by the DEQ, to include in the annual Opportunity to Recycle reports completed on behalf of the City. Data must be provided to the County by January 15th of each year.
3. City shall be responsible for amending administrative rules or codes based on contamination reduction work plan developed by the County, provided any such work plan does not materially conflict with pre-existing City administrative rules or codes, or otherwise introduce stipulations that may be disallowed under City administrative or contracting rules. However this does not absolve the City of its obligations under ORS 459A.929.

VI. Indemnification

- A. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, the County shall hold harmless, defend, and indemnify City, its directors, officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the County's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of the County.
- B. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, City shall hold harmless, defend and indemnify the County, its Commissioners, employees and agents against all claims, demands,

actions, and suits (including all attorney fees and costs) arising from City's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of City.

VII. Funding

A. Contamination Reduction Programs

1. The County shall develop, propose and present a contamination reduction work plan to the Cities each year, including projected annual expenses and funding. The annual contamination reduction work plan will be developed in a timely manner so as to meet all deadlines set by the DEQ, the producer responsibility organization(s) and Cities. The contamination reduction work plan shall provide Participating Local Governments with contamination reduction program standards that meet OTR requirements and DEQ guidance.
2. Upon review of the annual contamination reduction work plan, the Cities will work with the County to determine the funding percentage to be allocated to the County for purposes of funding the activities described in Section V(A) above.
3. Producer responsibility organization(s) shall act as the administrator of contamination reduction program funding. The County shall request reimbursement of the funds on behalf of the Participating Local Government(s).
4. Each City has the right, for up to three years, to audit County records relating to producer responsibility organization(s) funding received through this Agreement.
5. Each City's participation in this Agreement is dependent on the execution of the Primary Funding Agreement and contamination reduction addendum between the County and the producer responsibility organization(s). If the County does not have an executed contamination reduction addendum which includes the City listed in Schedule A it is not considered a signatory to this Agreement. This IGA shall be considered to be operative for any local government upon the date of signing this Agreement.

B. Programs Funded through the Producer Responsibility Organization

1. For all sources of funding provided by the producer responsibility organization(s) related to compliance activities under the RMA, each City shall determine whether to receive those funds directly or allocate those funds to the County or other entity as provided for within this Agreement.
2. City maintains the ability to implement their own contamination reduction program, separate from the program coordinated by the County for Participating Local Governments. City may retain funding or allocate funding to another entity that is responsible for implementing the City's contamination reduction program. Any City choosing to retain contamination reduction funding or allocate to another entity shall notify in writing the County of its intent to retain those funds or allocate to another entity no later than January 31 of each year.

IX. Exclusivity

This writing is intended both as the final expression of the Agreement between County and City with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. The addition or removal of any additional unit of local government shall not affect the rights or obligations of the other signatories, and any such Agreement with an individual unit of local government shall be considered effective upon the signing of this Agreement (contingent upon the requirements of Section VII section A of this IGA).

WASHINGTON COUNTY (County)

CITY of Forest Grove

(City)

By: _____

By: _____

Marni Kuy1

Jesse Vanderzanden

Print name and title

Print name and title

Date

Date

RESOLUTION NO. 2011-72

**RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF FOREST GROVE AND WASHINGTON COUNTY
RELATING TO THE COOPERATIVE WASTE REDUCTION PROGRAM**

WHEREAS, the current Intergovernmental Agreement (IGA) between the City of Forest Grove and Washington County relating to the Cooperative Waste Reduction Program (Program) is expiring; and

WHEREAS, a new IGA to continue the Program until June 30, 2015, has been proposed; and

WHEREAS, the Program has been an effective method to pool resources to effectively manage the waste reduction programs required by Metro; and

WHEREAS, the City desires to remain a partner in the Program and needs to approve the proposed IGA.

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

- Section 1.** The City Council of the City of Forest Grove hereby approves the Intergovernmental Agreement (IGA) between the City of Forest Grove and Washington County relating to relating to the Cooperative Waste Reduction Program (Attached as Exhibit A).
- Section 2.** The City Manager is hereby authorized to endorse the IGA on behalf of the City of Forest Grove.
- Section 3.** This resolution is effectively immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 8th day of August, 2011.



Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 8th day of August, 2011.



Peter B. Truax, Mayor

**INTERGOVERNMENTAL AGREEMENT
WASHINGTON COUNTY WASTESHED TECHNICAL COMMITTEE**

THIS AGREEMENT, entered into under the provisions of ORS Chapter 190 and ORS 459.065(1)(b), is between Washington County, hereinafter referred to as "County", whose address is 155 N First, Hillsboro, OR 97124, and the individual signatory city of _____ hereinafter referred to as "City". An identical agreement will also be entered into between Washington County and other Washington County cities. Any reference hereinafter to "Participating Local Governments" shall include both County and all individual signatory cities to an agreement identical to this Agreement including City. The Participating Local Governments are Washington County and the Cities of Cornelius, Durham, Forest Grove, Hillsboro, King City, Sherwood, Tigard and Tualatin.

WHEREAS, Participating Local Governments have responsibilities related to the management of solid waste under the provisions of ORS Chapter 268, ORS Chapter 459, and related administrative rules; and

WHEREAS, the Participating Local Governments agree that performing these responsibilities in a collaborative and cooperative manner promotes the cost-effective and efficient use of public resources; and

WHEREAS, the Participating Local Governments including County and City desire to enter into an agreement to establish procedures for mutually performing these responsibilities and related services and defining legal relationships and responsibilities; now, therefore,

In consideration of the mutual covenants herein, and in exchange for the promises and other valuable consideration set forth below, County and City agree as follows:

I. Purpose

Pursuant to ORS Chapter 268, ORS Chapter 459, and related administrative rules, Metro has established a Regional Solid Waste Management Plan (hereinafter referred to as "the RSWMP"), including a waste reduction chapter. The RSWMP provides that Metro shall establish a multi-year work plan for solid waste reduction and identifies specific programs to implement the Metro plan. Metro has established guidelines for local governments' participation in these programs in the form of a recurring Annual Waste Reduction Program. The Metro plan requires cities and counties to adopt a work program annually for two primary programs – Residential Waste Reduction and Recycle at Work. This program is funded by Metro through the adoption of an annual intergovernmental agreement that incorporates specific work tasks associated with these two programs (hereinafter referred to as the "Annual Waste Reduction Work Plan").

The RSWMP establishes minimum requirements for city and county work programs and provides that cities and counties may work cooperatively with neighboring cities and counties if intergovernmental agreements documenting cooperative arrangements are submitted with the program. The purpose of this Agreement is to document the cooperative arrangements among the Participating Local Governments, to establish the duties of the County as administrator of the Annual Waste Reduction Work Plan on behalf of the Participating Local Governments for each fiscal year covered under this Agreement, and to provide a structure for continuing working relationships among the Participating Local Governments as they relate to ongoing requirements that may become a part of the RSMWP in the future. This structure will be referred to as the Washington County Wasteshed Technical Committee (Committee).

II. Term of Agreement

Participation shall be accomplished by adoption of the Annual Waste Reduction Work Plan and by entering into this Agreement. The term of this Agreement shall commence upon execution and shall continue in effect through June 30, 2015, unless terminated by any party as provided for in Section III Termination and Opt-Out herein. Thereafter, this agreement shall automatically renew for successive five-year terms (July 1 – June 30) for as long as funding from Metro continues to be available.

III. Termination and Opt-Out

County or City may opt out of this Agreement without cause upon giving 90 days written notice of intent to opt out. County or City may be terminated from further participation in this Agreement if either County or City is in default of the terms of this Agreement. In the case of a default, the party alleging the default shall give the defaulting party and all Participating Local Governments written notice of the alleged default. The defaulting party shall have 30 days to cure the default.

When County or City successfully opts out of this agreement or is terminated for cause as provided for herein, the effective date of said action shall be July 1 of the next ensuing fiscal year. Further, that party's assigned funding associated with the current year's work program as provided for within Section VIII Funding herein shall remain under the authority of the Agreement for the remainder of the current fiscal year.

IV. Review of Agreement

The terms and conditions of this Agreement may be reviewed by the Participating Local Governments at any time upon written request by any Participating Local Government. Any Participating Local Government that wishes to review the Agreement shall submit its request in writing to all Participating Local Governments at least sixty (60) days prior to this review. Any such requested review shall be conducted as part of a general meeting of the Committee. Any action to approve any requested amendment resulting from said review will

require an affirmative approval of all Participating Local Governments in order to be adopted. Any such amendment approved by the Participating Local Governments shall be incorporated into the Agreement to become effective upon execution of a new agreement by all Participating Local Governments.

V. Administrative Structure of the Committee

- A. The Committee shall consist of a staff member from each Participating Local Government, appointed by each of the Participating Local Government administrators or governing bodies. The City of North Plains and the City of Banks may also have a staff member on the Committee although the two cities are not Participating Local Governments. County staff shall act as administrative coordinator of the Technical Committee.
- B. The County shall develop and propose an annual work plan and present said plan to the Committee each year, including projected annual expenses and revenues for future years as necessary. The Annual Waste Reduction Work Plan will be developed in a timely manner so as to meet all deadlines set by the Oregon Department of Environmental Quality (DEQ), Metro and Participating Local Governments. Annual Waste Reduction Work Plans will be presented for approval by the Committee on one-year intervals only. The Annual Waste Reduction Work Plans shall provide Participating Local Governments with minimum waste reduction standards consistent with the RSWMP; individual Participating Local Governments may impose higher standards for waste reduction.

VI. Duties of Parties

A. Duties of County

- 1. The County shall perform work requiring technical expertise, including plan development, data collection and compilation, report writing, program coordination, technical advice to Participating Local Governments, and general information to the public.
- 2. The County shall recommend policies and develop model ordinances as necessary, and generally promote the Participating Local Government's waste reduction programs.
- 3. The County shall perform fieldwork including performing waste evaluations, commercial recycling, single-family recycling, multi-family recycling, school and community education, and special event promotion for which Metro funding has been allocated as provided for in Section VIII herein. Where funding for specific cities is curtailed by Metro, then adjustments shall be made by the County in the types of fieldwork conducted.
- 4. The County shall perform work requiring coordination with Metro, DEQ, and other agencies, and represent the Participating Local Governments before such agencies.
- 5. The County shall act as agent for all Participating Local Governments in applying for waste reduction and recycling grant funds as determined appropriate by the Committee. Disbursement of said funds

will be to Participating Local Governments or franchised haulers based on a formula to be determined by the Committee or set by grant requirements. This does not preclude any Participating Local Government from applying individually for any waste reduction and recycling grant.

6. The County shall perform the specific duties assigned as outlined in the Annual Waste Reduction Work Plan as established for any given year.

B. Duties of Participating Local Governments including City

1. City shall undertake annual program tasks that are internal in nature, such as waste reduction and recycling activities and procurement of recycled products.
2. Unless otherwise assigned by a separate intergovernmental agreement, City shall be responsible for enforcement of solid waste reduction plan standards with respect to the solid waste collection ordinances and franchises within the City. Such enforcement may include complaint investigation, service standard review, reporting and revisions to city codes based upon the model code developed by the County.
3. City shall perform the specific duties assigned as outlined in the Annual Waste Reduction Work Plan as established for any given year.

VII. Indemnification

- A. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, the County shall hold harmless, defend, and indemnify City, its directors, officers, agents, and employees, against all claims, demands, actions and suits (including all attorney fees and costs) arising from the County's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of the County.
- B. Subject to the limitations of liability for public bodies set forth in the Oregon Tort Claims Act, ORS 30.260 to 30.300, and the Oregon Constitution, City shall hold harmless, defend and indemnify the County, its Commissioners, employees and agents against all claims, demands, actions, and suits (including all attorney fees and costs) arising from City's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of City.

VIII. Funding

A. Annual Waste Reduction and Recycle at Work Programs

1. For any given year subject to this Agreement, each Participating Local Government's share of the revenue provided by Metro in support of the

"Annual Waste Reduction Program" and the "Recycle at Work Program", as calculated by Metro for the current program year, shall be provided to the County for purposes of funding those activities outlined in Section VI(A) herein.

2. Washington County shall act as administrator for said revenues on behalf of the Participating Local Governments.
3. Each Participating Local Government shall have the right to audit for up to three years County records relating to Metro grant funds received through this Agreement. County may immediately terminate this Agreement by written notice to City in the event County does not receive adequate funding from Metro.

B. Other Programs Funded through Metro

1. For all other sources of funding provided by Metro related to compliance activities under the RSWMP, each Participating Local Government including City shall make a determination whether to receive those funds directly or whether to allocate those funds to the County as provided for within this Agreement.
2. Any Participating Local Government including City choosing to retain said funding shall notify in writing all other Participating Local Governments of its intent to retain said funds by no later than January 31 of each year.
3. Any Participating Local Government choosing to object to such action shall submit a written response to all other Participating Local Governments within thirty (30) days of receipt of the original notice.
4. If no objection is raised, then the Participating Local Government choosing to retain its funding shall be free to do so at its discretion. However, if an objection is raised then the Participating Local Governments shall use their best efforts to resolve the issues.

IX. Exclusivity

This writing is intended both as the final expression of the Agreement between County and City with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. All previous agreements between County and City regarding the Washington County Wasteshed Technical Committee are hereby revoked and repealed.

WASHINGTON COUNTY (County)

By: _____

Print name and title

Date

CITY of Forest Grove (City)

By: Michael J. Sykes

Michael J. Sykes, City Manager
Print name and title

August 8, 2011

Date