

CITY COUNCIL MONTHLY MEETING CALENDAR

July-20

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Rural Fire Board Mtg 6pm	2 EDC Noon (TBD)	3 CITY OFFICES CLOSED	4
5	6 1st DAY TO FILE COUNCIL CANDIDACY (9am) PETITION 120-DAYS BEFORE ELECTION City Elections Official Approval to Circulate Filing No Later 70 days (August 25, 2020) https://www.forestgrove-or.gov/elections	7	8 Municipal Court	9	10	11
12	13 CITY COUNCIL 5:30 PM - EXECUTIVE SESSION (CM Evaluation) 6:00 PM - JOINT WORK SESSION (Eastside Park) 7:00 PM - REGULAR COUNCIL MEETING 8:30 PM - WORK SESSION (Reimagining Police #2) 9:05 PM - URBAN RENEWAL AGENCY MEETING COMMUNITY AUDITORIUM	14 CCI 5:30pm (TBD)	15 Sister Cities 4:45pm (TBD)	16 Red Cross Blood Drive 1pm-6pm, Comm Aud	17	18
19	20 Chamber Luncheon Planning Comm 7pm	21 Western WC Fire Task (TBD)	22 Municipal Court PSAC 7:30am (TBD)	23 Sustainability 6pm (TBD)	24 Mayor Truax out	25
Mayor Truax Out 07/17 - 07/31						
26	27 NO CITY COUNCIL MEETING SCHEDULED Next Council Meeting August 10, 2020	28 HLB 6:30pm (TBD)	29	30 Red Cross Blood Drive 1pm-6pm, Comm Aud	31	
Mayor Truax Out 07/17 - 07/31						

Aug-20

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Planning Comm 7pm	4 CCI 5:30pm (TBD)	5 Rural Fire Board Mtg 6pm	6 EDC Noon (Canceled)	7 Maysors' Virtual Summer Conference	8 Wenzl out
9	10 CITY COUNCIL 5:30 PM - WORK SESSION(s) 7:00 PM - REGULAR COUNCIL MEETING COMMUNITY AUDITORIUM	11	12 Municipal Court	13	14	15
Wenzl out 08/8 - 08/15						
16	17 Chamber Luncheon Planning Comm 7pm	18 Western WC Fire Task (TBD)	19 P&R 7am (TBD) CFC 5:15pm (TBD) Library Comm 6:30pm (TBD)	20 Red Cross Blood Drive 1pm-6pm, Comm Aud	21	22
23	24 NO CITY COUNCIL MEETING SCHEDULED Next Council Meeting September 14, 2020	25 LAST DAY TO FILE CANDIDACY (5pm) COMPLETED PETITION 70-DAYS BEFORE ELECTION Filing No Later 70 days (August 25th) https://www.forestgrove-or.gov/elections	26 Municipal Court PSAC 7:30am (TBD)	27 Sustainability 6pm (TBD)	28 Last Day Candidates Can Withdraw (5pm) Name from Ballot	29
30	31 HLB 6:30pm (TBD)					

Sep-20

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 CCI 5:30pm	2 Rural Fire Board Mtg 6pm	3 EDC moved to 09/10	4 FGS&CC 1st Friday	5
6	7 CITY OFFICES CLOSED	8 Last Day Candidates File Statement in Voters' Pamphlet	9 Municipal Court	10 EDC Noon WC Dist 4 Town Hall Noon	11	12
13	14 CITY COUNCIL 5:30 PM - WORK SESSION(s) 7:00 PM - REGULAR COUNCIL MEETING COMMUNITY AUDITORIUM	15 Western WC Fire Task (TBD)	16 P&R 7am CFC 5:15pm	17 Red Cross Blood Drive 1pm-6pm, Comm Aud PAC 5pm Library Comm 6:30pm	18	19
20	21 Chamber Luncheon Planning Comm 7pm	22 HLB 6:30pm	23 Municipal Court PSAC 7:30am	24 Sustainability 6pm	25	26
27	28 CITY COUNCIL 5:30 PM - WORK SESSION(s) 7:00 PM - REGULAR COUNCIL MEETING COMMUNITY AUDITORIUM	29	30			

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CITY COUNCIL MEETING AGENDA

**MONDAY, JULY 13, 2020
WEBEX COMMUNITY AUDITORIUM
1915 MAIN STREET**

- 5:30 PM EXECUTIVE SESSION (City Manager Performance Evaluation)**
- 6:00 PM CITY COUNCIL JOINT WORK SESSION WITH PARKS AND RECREATION COMMISSION (Forest Grove Eastside Park Needs Study)**
- 7:00 PM CITY COUNCIL REGULAR MEETING**
- 8:30 PM CITY COUNCIL WORK SESSION (Reimagining Policing: Vol 2 PSAC)**
- 9:05 PM URBAN RENEWAL AGENCY MEETING**

NOTICE: VIDEO CONFERENCE MEETINGS & CHANNEL 30 LIVE

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PETER B. TRUAX, MAYOR

Malynda H. Wenzl, Council President

Kristy L. Kottkey, Councilor

Timothy A. Rippe, Councilor

Elena Uhing, Councilor

Mariana Valenzuela, Councilor

Adolph "Val" Valfre, Jr., Councilor

All regular meetings of the City Council are televised live and open to the public and persons are permitted to attend any meeting except as otherwise provided by ORS 192. The public may address the Council as follows:

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EXECUTIVE SESSIONS ARE CLOSED TO THE PUBLIC. Representatives of the news media and designated staff may attend Executive Session(s). Representatives of the news media are specifically directed not to report (tape/video record) any of the deliberations during the Executive Session(s), except to state the general subject of the session as previously announced. No Executive Session may be held for the purpose of taking final action or making any final decision.

The City Council will convene and be video conferencing remotely during the following executive session(s):

Peter Truax, Mayor

5:30

In accordance with ORS 192.660(2)(i) to review and evaluate the employment-related performance of the City Manager.

(PowerPoint Presentation)
Tom Gamble, Parks and Recreation
Director
Jesse VanderZanden, City Manager

6:00

CITY COUNCIL JOINT WORK SESSION WITH PARKS AND RECREATION COMMISSION: FOREST GROVE EASTSIDE PARK NEEDS STUDY

The City Council will convene in joint work session with the Parks and Recreation Commission and be video conferencing remotely during the work session. The Council will take no formal action during the work session.

6:55

RECESS BREAK

7:00

1. **REGULAR MEETING:**
Call to Order and Roll Call. The City Council will convene and be video conferencing remotely during the regular Council meeting.
2. **CITIZEN COMMUNICATIONS:** Anyone wishing to speak to Council on an item not on the agenda may be heard at this time. *Please sign-in before the meeting on the Citizen Communications form posted in the foyer.* In the interest of time, please limit comments to two minutes. Written comments may be submitted by July 13, 2020, 3:00 p.m. via e-mail to: aruggles@forestgrove-or.gov. Thank you.
3. **CONSENT AGENDA:** See Page 4
4. **ADDITIONS/DELETIONS:**
5. **PRESENTATIONS:**

(PowerPoint Presentation)
Michael Kinkade, Fire Chief

7:10

5. A.
 - *COVID-19 Update*

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- | | | |
|--|------|---|
| Dan Riordan, Senior Planner
Bryan Pohl, Community
Development Director
Jesse VanderZanden, City Manager | 7:15 | 6. <u>PUBLIC HEARING AND FIRST READING OF ORDINANCE NO. 2020-04 AMENDING FOREST GROVE CODE OF ORDINANCES TITLE III (ADMINISTRATION), CHAPTER 35 (CITY ORGANIZATIONS), §35.090 THROUGH §35.099, RELATING TO AMENDING COMMUNITY FORESTRY COMMISSION BYLAWS</u> |
| Gregory Robertson, Public Works
Director
Jesse VanderZanden, City Manager | 7:20 | 7. <u>RESOLUTION NO. 2020-69 ACCEPTING THE CITY ENGINEER'S DRAFT REPORT ON THE FORMATION OF A PROPOSED SPECIAL IMPROVEMENT DISTRICT, PURSUANT TO FOREST GROVE CITY CODE SECTION 151.080 THROUGH SECTION 151.098, FOR 10TH AVENUE BETWEEN ELM STREET TO ITS EASTERLY TERMINUS</u> |
| Gregory Robertson, Public Works
Director
Jesse VanderZanden, City Manager | 7:25 | 8. <u>RESOLUTION NO. 2020-70 DECLARING INTENTION OF THE CITY OF FOREST GROVE TO FORM A SPECIAL IMPROVEMENT DISTRICT, IN ACCORDANCE WITH FOREST GROVE CITY CODE SECTION 151.080 THROUGH SECTION 151.098, FOR CONSTRUCTION OF SEWER MAIN AND INDIVIDUAL SERVICE LATERALS IN 10TH AVENUE BETWEEN ELM STREET TO ITS EASTERLY TERMINUS</u> |
| Jeff King, Economic Development
Manager
Jesse VanderZanden, City Manager | 7:30 | 9. A. <u>RESOLUTION NO. 2020-71 AUTHORIZING CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN WASHINGTON COUNTY OREGON, AND CITY OF FOREST GROVE, OREGON, FOR REIMBURSEMENT OF COVID-19 SMALL BUSINESS EMERGENCY ASSISTANCE EXPENDITURES</u> |
| Jeff King, Economic Development
Manager
Jesse VanderZanden, City Manager | | 9. B. <u>RESOLUTION NO. 2020-72 AUTHORIZING CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN WASHINGTON COUNTY, OREGON, AND CITY OF FOREST GROVE, OREGON, TO RECEIVE FUNDS TO ESTABLISH A SMALL BUSINESS GRANT PROGRAM</u> |
| Jeff King, Economic Development
Manager
Jesse VanderZanden, City Manager | | 9. C. <u>RESOLUTION NO. 2020-73 DIRECTING CITY MANAGER TO IMPLEMENT THE SMALL BUSINESS EMERGENCY ASSISTANCE PROGRAM – ROUND TWO</u> |

FOREST GROVE CITY COUNCIL AGENDA
JULY 13, 2020
Page 4 of 5

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- | | | | |
|---|--------------------|--------|---|
| Michael Kinkade, Fire Chief
Jesse VanderZanden, City Manager | 7:40 | 10. | <u>RESOLUTION NO. 2020-74 AUTHORIZING CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN WASHINGTON COUNTY, OREGON, AND CITY OF FOREST GROVE, OREGON, TO RECEIVE FUNDS FROM THE CARES ACT AND CITY AND SPECIAL DISTRICT ASSISTANCE PROGRAM</u> |
| Paul Downey, Administrative Services Director
Peter Truax, Mayor | 7:45 | 11. A. | <u>RESOLUTION NO. 2020-75 OF THE CITY COUNCIL ACCEPTING CITY MANAGER'S ANNUAL PERFORMANCE REVIEW</u> |
| Paul Downey, Administrative Services Director
Peter Truax, Mayor | | 11. B. | <u>RESOLUTION NO. 2020-76 OF THE CITY COUNCIL AUTHORIZING COMPENSATION FOR CITY MANAGER FOR FISCAL YEAR 2020-21</u> |
| Peter Truax, Mayor | 7:55 | 12. | <u>RESOLUTION NO. 2020-77 AMENDING THE CITY OF FOREST GROVE'S DECLARATION OF STATE OF EMERGENCY, EFFECTIVE MARCH 14, 2020, AT 1:00 P.M., TO BE EXTENDED AND REMAIN IN EFFECT UNTIL 8:00 P.M. ON AUGUST 10, 2020, UNLESS SUPERSEDED SOONER; AMENDING RESOLUTION NO. 2020-68</u> |
| City Councilors | 8:00 | 13. | <u>CITY COUNCIL COMMUNICATIONS:</u> |
| Jesse VanderZanden, City Manager | 8:10 | 14. | <u>CITY MANAGER'S REPORT:</u> |
| Peter Truax, Mayor | 8:15 | 15. | <u>MAYOR'S REPORT:</u> |
| Peter Truax, Mayor | | 15. A. | <ul style="list-style-type: none">• <i>Council Consensus to Submit Priorities to League of Oregon Cities (LOC) for 2021 Legislative Agenda</i> |
| | <u>8:25</u> | 16. | <u>ADJOURNMENT:</u> |
-
- | | | |
|--|--------------------|--|
| (PowerPoint Presentation)
Henry Riemann, Interim Police Chief
Jesse VanderZanden, City Manager | <u>8:30</u> | <u>WORK SESSION: REIMAGINING POLICING: VOL 2 – (PUBLIC SAFETY ADVISORY COMMISSION)</u>
The City Council will convene and be video conferencing remotely during the work session. The Council will take no formal action during the work session. |
|--|--------------------|--|
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9:00 **RECESS BREAK**

9:05

URBAN RENEWAL AGENCY MEETING

The Urban Renewal Agency (URA) Board of Directors will convene and be video conferencing remotely during the meeting. *(Refer to separate meeting agenda and packet)*

9:30

ADJOURNMENT:

3. **CONSENT AGENDA:** Items under the Consent Agenda are considered routine and will be adopted with a single motion, without separate discussion. Council members who wish to remove an item from the Consent Agenda may do so prior to the motion to approve the item(s). Any item(s) removed from the Consent Agenda will be discussed and acted upon following the approval of the remaining Consent Agenda item(s).
- A. Approve City Council Regular Meeting Minutes of June 8, 2020.
 - B. Approve City Council Executive Session (City Manager Performance Evaluation) Meeting Minutes of June 22, 2020.
 - C. Accept Community Forestry Commission Meeting Minutes of February 19, 2020.
 - D. Accept Planning Commission Meeting Minutes of June 15, 2020.
 - E. Community Development Department Monthly Building Activity Informational Report for June 2020.
 - F. **Endorse Liquor License Renewal Applications for Year 2020:**
 - 1) Diamond Palace Restaurant, 1921 Main Street, Full On-Premises Sales

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URBAN RENEWAL AGENCY MEETING AGENDA

MONDAY, JULY 13, 2020
WEBEX COMMUNITY AUDITORIUM
1915 MAIN STREET

9:05 PM URBAN RENEWAL AGENCY MEETING

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PETER B. TRUAX, DIRECTOR BOARD CHAIR

Malynda H. Wenzl, Director Board President
Kristy L. Kottkey, Director
Timothy A. Rippe, Director

Elena Uhing, Director
Mariana Valenzuela, Director
Adolph "Val" Valfre, Jr., Director

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-
- 9:05**
1. **URBAN RENEWAL AGENCY MEETING:** Call to Order and Roll Call. The Urban Renewal Agency will convene and be video conferencing remotely during the meeting.
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 - A. Approve Urban Renewal Agency Regular Meeting Minutes of June 22, 2020.
 4. **ADDITIONS/DELETIONS:**
 5. **PRESENTATIONS:** None
 6. **URA RESOLUTION NO. 2020-06 OF THE CITY OF FOREST GROVE URBAN RENEWAL AGENCY AUTHORIZING APPROVAL OF EXCLUSIVE NEGOTIATING AGREEMENT WITH WELSHCORP, LLC, FOR THE PROPERTY KNOWN AS SITE B ON THE FORMER TIMES LITHO PROPERTY AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE URBAN RENEWAL AGENCY**
 7. **ADJOURNMENT:**
- 9:30**

Paul Downey, Administrative
Services Director
Jesse VanderZanden, City Manager

9:10



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<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	_____
MEETING DATE:	07/13/2020
FINAL ACTION:	_____

CITY COUNCIL STAFF REPORT

**JOINT WORK SESSION
PARKS AND RECREATION COMMISSION**

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Tom Gamble, Director, Parks and Recreation*

MEETING DATE: *July 13, 2020*

SUBJECT TITLE: *Forest Grove Eastside Park Needs Study*

ACTION REQUESTED:

	Ordinance	Order	Resolution	Motion	X	Informational
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X all that apply

ISSUE STATEMENT:

The City Council will conduct a Work Session with the Recreation Commission, PLACE Consultants, and Staff. The purpose of the Work Session is to discuss the results of the Forest Grove Eastside Park Needs Study and to discuss options and next steps.

BACKGROUND:

The Parks, Recreation and Open Space Master Plan was adopted by the City Council in November 2016 and is the foundational document for future park development within Forest Grove. The Master Plan identified a lack of public park facilities in Eastern Forest Grove, defined as the area east of Highway 47 to the city limits (see study area map included in the attachment).

The Needs Study is a follow up study to the Master Plan and a very preliminary study designed to better define park demand and to give potential locations for a park should the City decide to cite a park in Eastern Forest Grove. It also provides context in which to have this discussion by providing a high level overview of other parks and play areas proximal to Eastern Forest Grove.

FISCAL IMPACT:

None at this time. The results of the work session will inform options and next steps.

STAFF RECOMMENDATION:

This presentation is for informational purposes.

ATTACHMENT(s):

Forest Grove Eastside Park Needs Study.

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FOREST GROVE EASTSIDE PARK NEEDS STUDY

JUNE 2020



One of the primary objectives of Forest Grove Parks & Recreation and Forest Grove City Council are for all residents to have safe and equitable access to parks and recreation open space.

Access for all: The City is inclusive in its efforts to provide culturally-responsive parks, facilities and programs throughout Forest Grove, as well as excellent customer service for residents of all ages, ethnicities, abilities and incomes.

Community livability: Through parks and recreation, the City promotes health, wellness, social cohesiveness, and community identity to enhance the quality of life in Forest Grove.

To that end, the 2016 Forest Grove Parks, Recreation and Open Space Master Plan illustrated the lack of any park or recreation space in the Eastside of Forest Grove. It became a priority for City Council to determine the actual need for a new Eastside park to be sure that all residents are being served.

PLACE was invited to work with Forest Grove Parks & Recreation to do an Eastside Park Needs Study. This report is focused on the Eastside residential area between Hwy 47 east to the city limit line with Cornelius, and south to include Fernhill Elementary School. These residents are hindered to easy access to green space by distance, lack of street continuity, and busy street crossings.

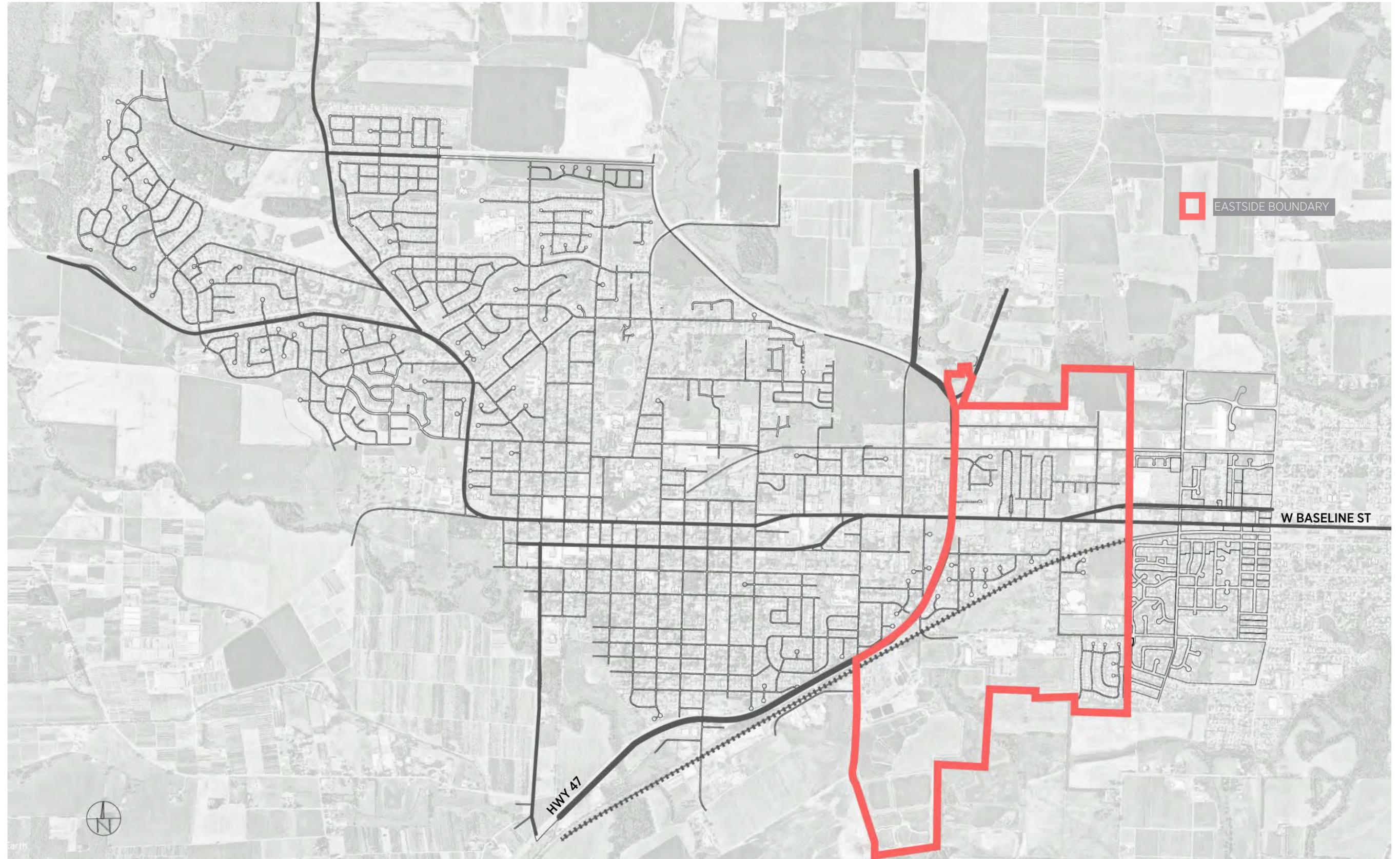
Inherent challenges in this part of the city are:

- Residents must cross busy roads, Hwy 47 or Hwy 8, to reach an existing park or school.
- Residents must walk around large private properties, such as apartment properties and the Rose Grove Mobile Home Park to reach a future park in their neighborhood. East/west circulation on public streets is limited to along Hwy 8.
- The abandoned railroad in future could become a Metro regional bike and walking path to make that east/west connection.

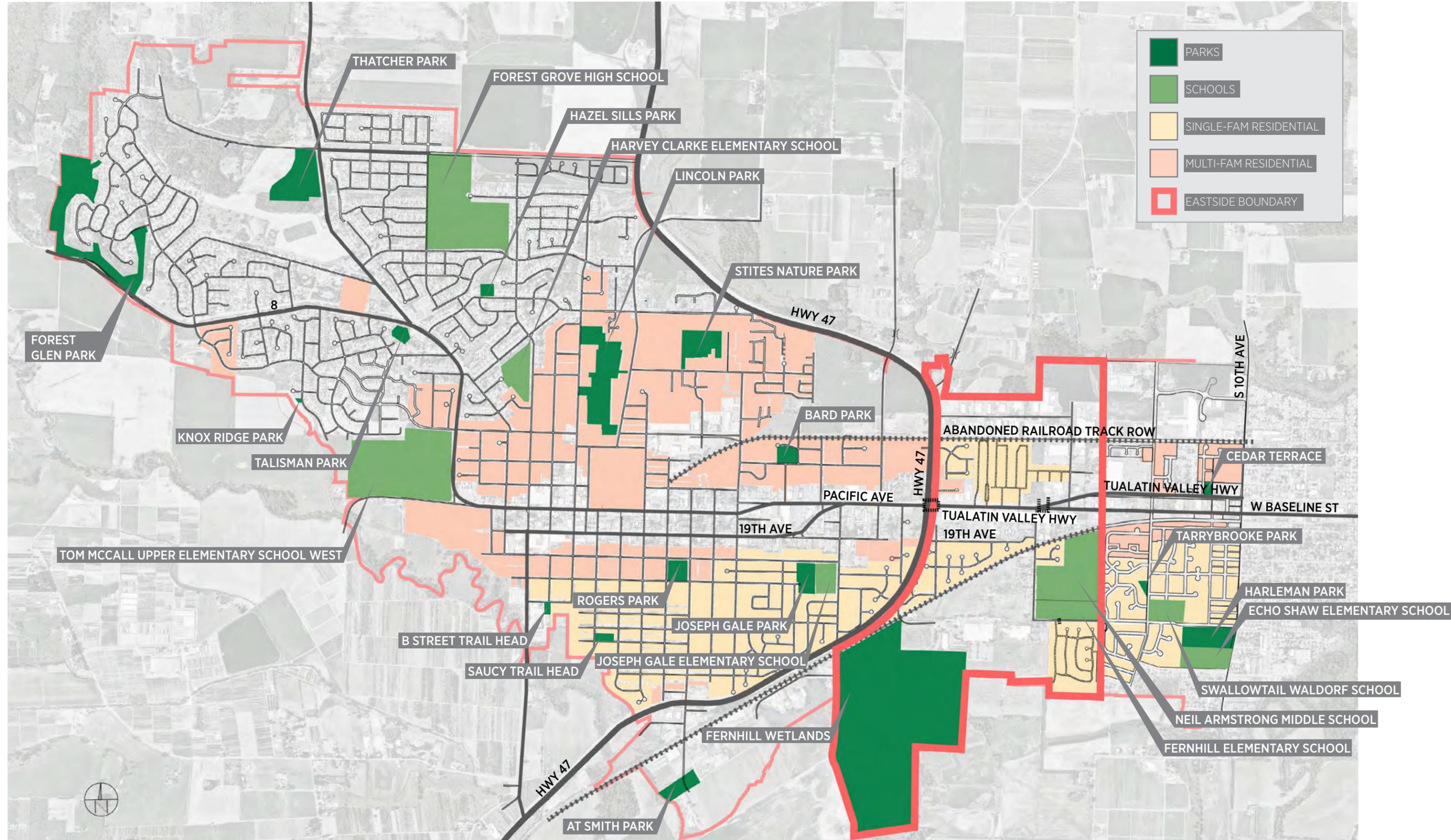
The study follows recommendations from numerous sources establishing 15 minutes as a maximum distance that residents can comfortably walk to reach a park or school green open space. This reduces dependence on cars and adds to the livability of a neighborhood.

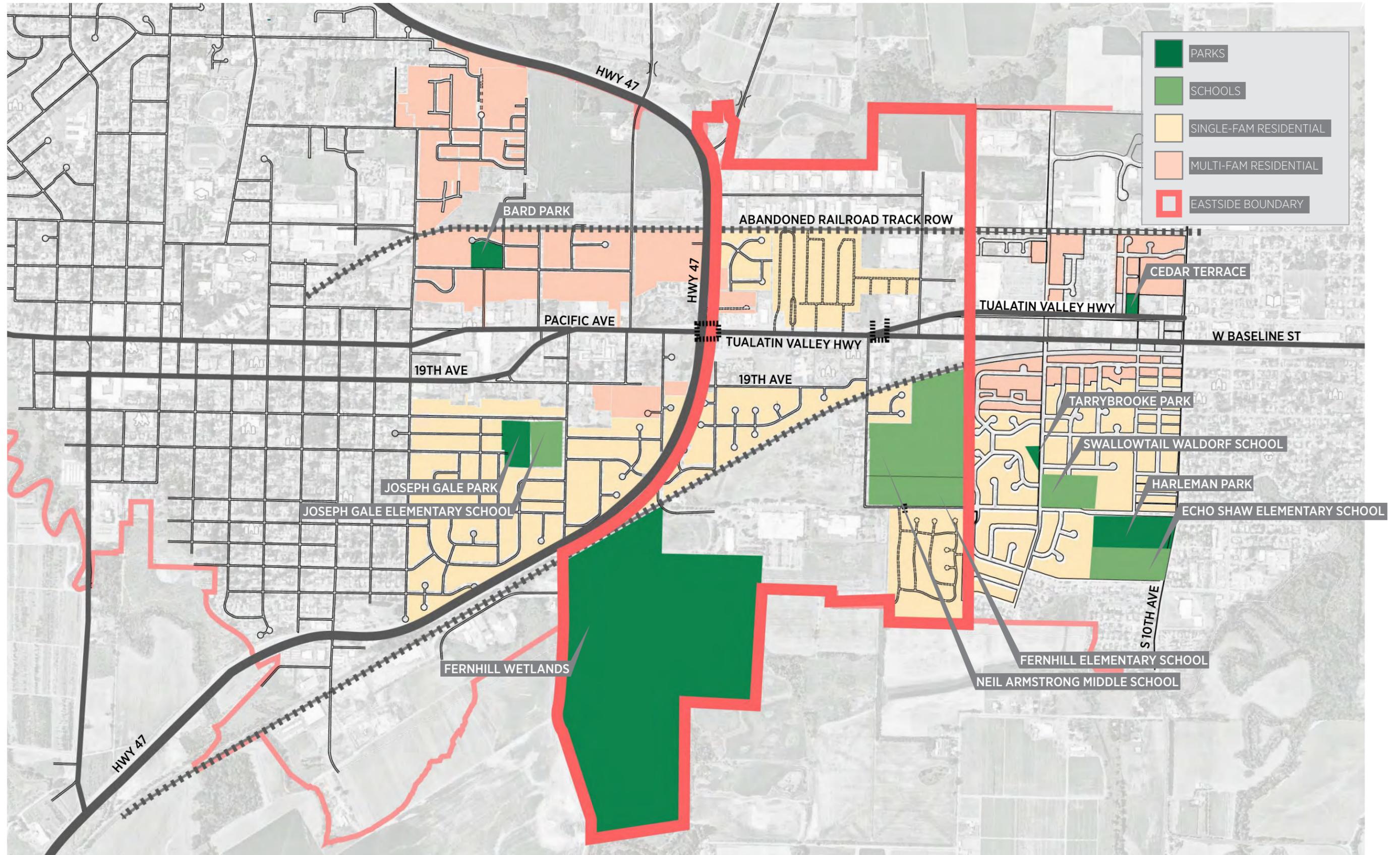
The study looks at possible new park sites and options for collaborative partnerships.

- CONTEXT MAP
- RESIDENTIAL + GREEN SPACE MAPS
- BARRIERS MAP
- WALKABILITY MAPS
- WALKABILITY + RESIDENTIAL MAPS
- PARK + SCHOOL PUBLIC AMENITIES
- WHO WILL BE SERVED
- POSSIBLE NEW PARK SITES
- RECOMMENDATIONS
- APPENDIX

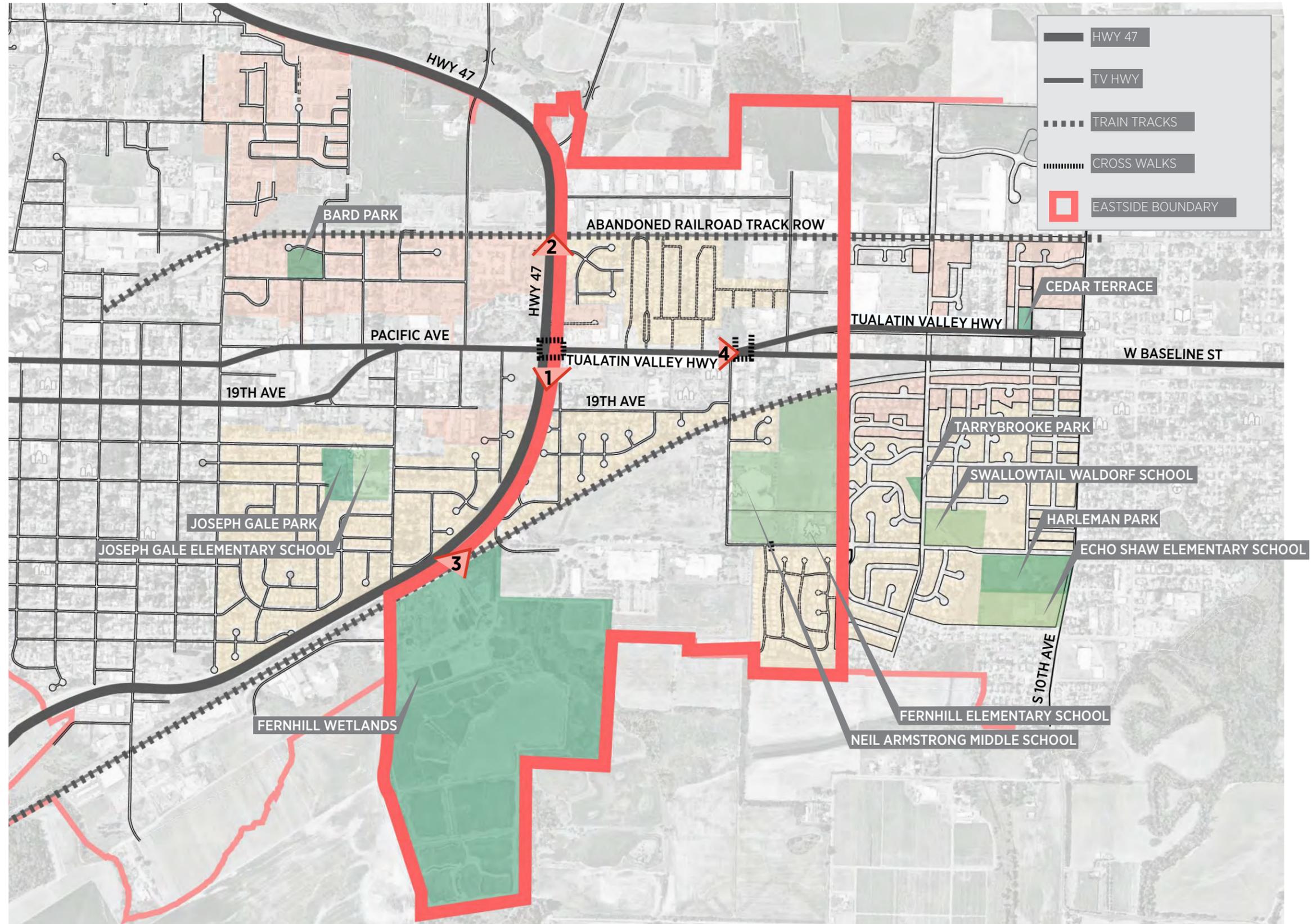


RESIDENTIAL + GREEN SPACE

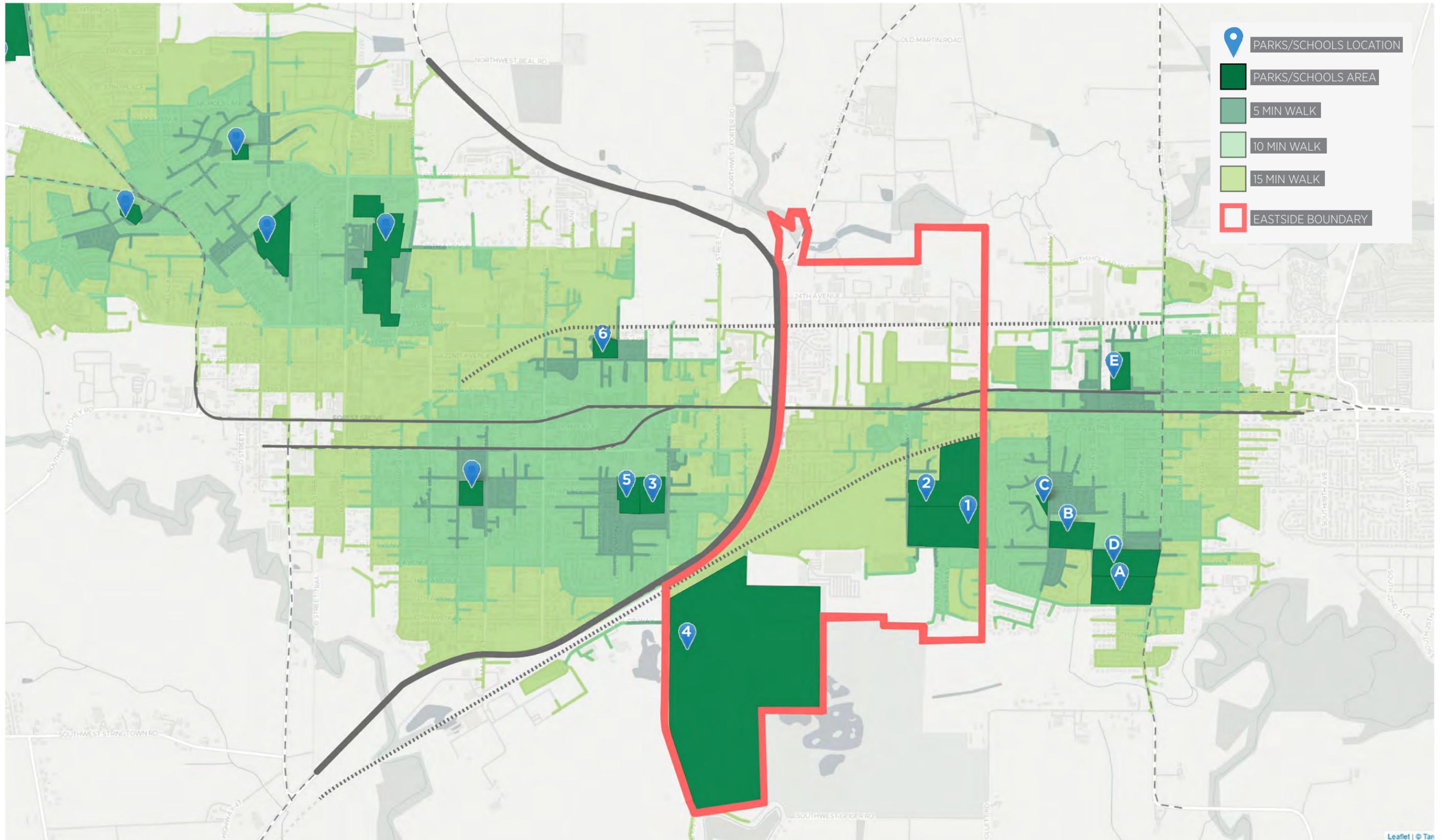




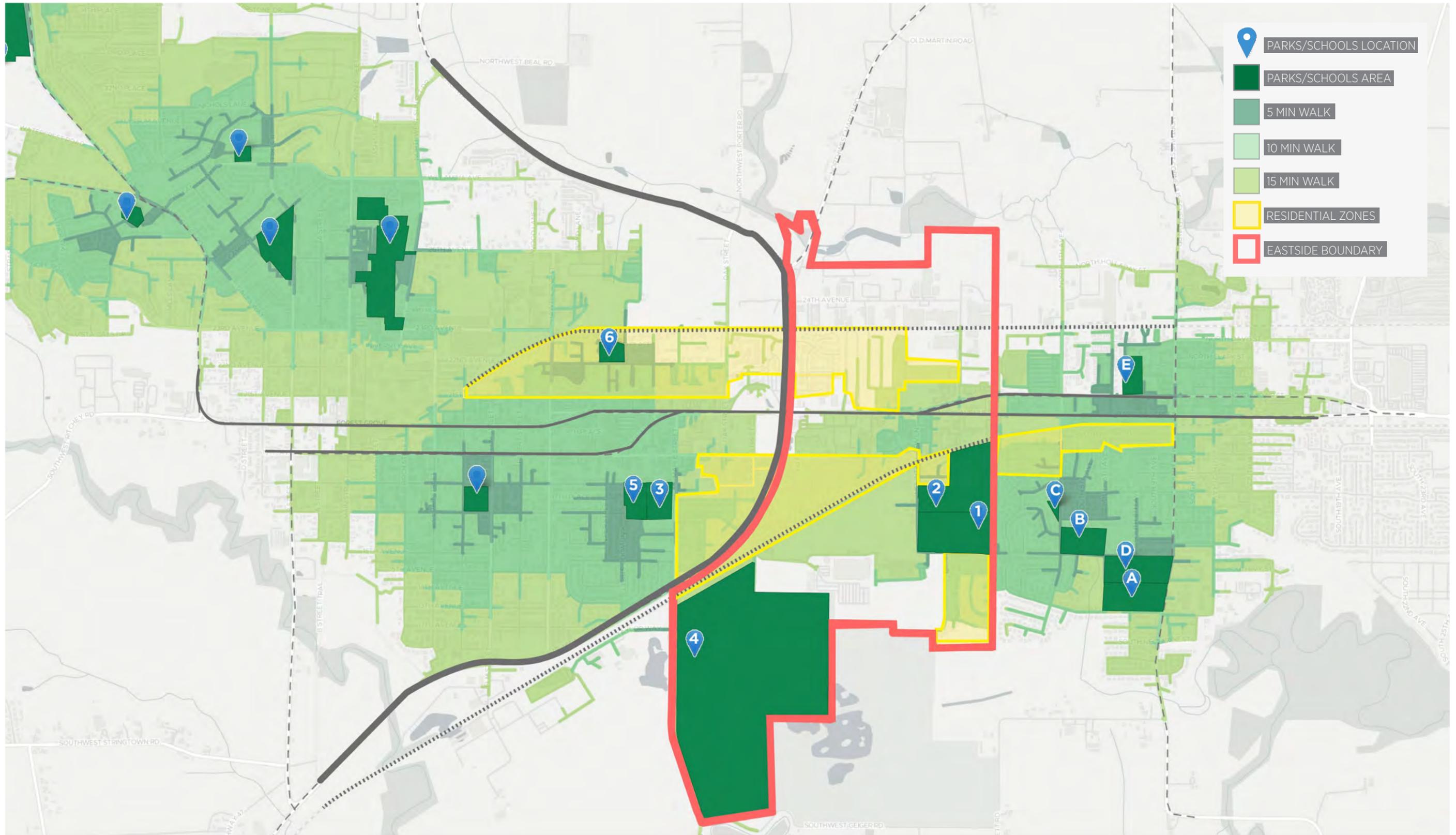
BARRIERS MAP | EASTSIDE



WALKABILITY MAP



WALKABILITY + RESIDENTIAL MAP



PARK + SCHOOL PUBLIC AMENITIES

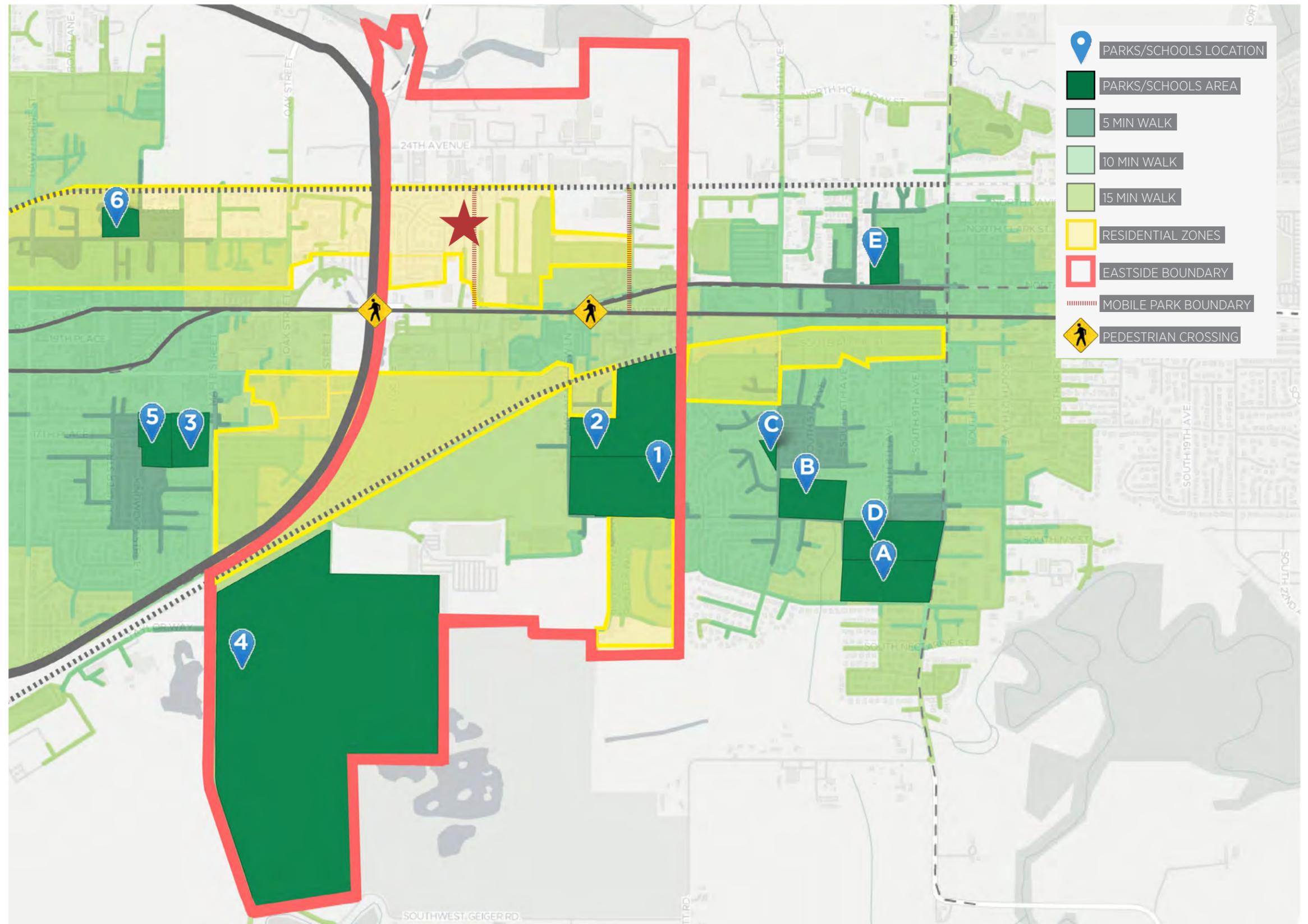


FOREST GROVE	PARKS + SCHOOLS	AMENITIES		COMMENTS
		Available to community	NOT available to community	
1	FERNHILL ELEMENTARY SCHOOL		Fenced playground	
2	NEIL ARMSTRONG MIDDLE SCHOOL	Running track, Soccer fields, Basketball courts		Serves needs of adjacent Homestead retirement community; fields are heavily used; track is in poor condition
3	JOSEPH GALE ELEMENTARY SCHOOL	Baseball field	Fenced playground	New facilities, Used by youth sports
4	FERNILL WETLANDS	Walking trail, shelter restroom	Water treatment areas	Natural resource area; plans to build Nature playground and viewing platform; Difficult to access by walking or bike
5	JOSEPH GALE PARK	Baseball/softball fields, restroom, Playground, BBQs, Picnic tables		
6	BARD PARK	Playground, Basketball courts, Loop walking path, Picnic shelter, Seating, BBQs		
CORNELIUS				
A	ECHO SHAW ELEMENTARY SCHOOL			
B	SWALLOWTAIL WALDORF SCHOOL	Playground, Soccer fields, Four square		Playground is open to all
C	TERRYBROOKE PARK	Basketball court, Playground, Picnic tables		Small neighborhood park
D	HARLEMAN PARK	Baseball/softball field, Soccer/football field, 2 basketball courts, Tennis court, Horseshoe pits, 2 picnic shelters and seating, Playground, Stage for concerts		Largest park in Cornelius
E	CEDAR TERRACE	Playground, benches		New development of townhomes and multi-family
F	LAUREL WOODS PARK	Soccer field, Basketball courts, Picnic shelters and benches, Playground, Walking/biking trails		New development of 905 homes in SE Cornelius, currently under construction
G	BROOKS TERRACE			New Mixed Use development with small neighborhood park is being planned at 7th & Adair

WALKABILITY + RESIDENTIAL MAP | EASTSIDE

The residential areas south of TV HWY has access to parks and schools within walking distance, but the residents north of TV HWY are not within walking distance to green space.

★ It is this residential area, north of TV HWY, that is in greatest need of access to park and recreational space.



WHO WILL BE SERVED

The total population in this area is approximately 1,995 residents.*

There are 52 single family homes in this area. (x3 per household = 156 residents)

There are 14 buildings and between approximately 28 and 56 apartments in the senior low income apartments at the Forest Villa Senior Apartments. (x 2 per apartment = 56-112 – average 84 residents)

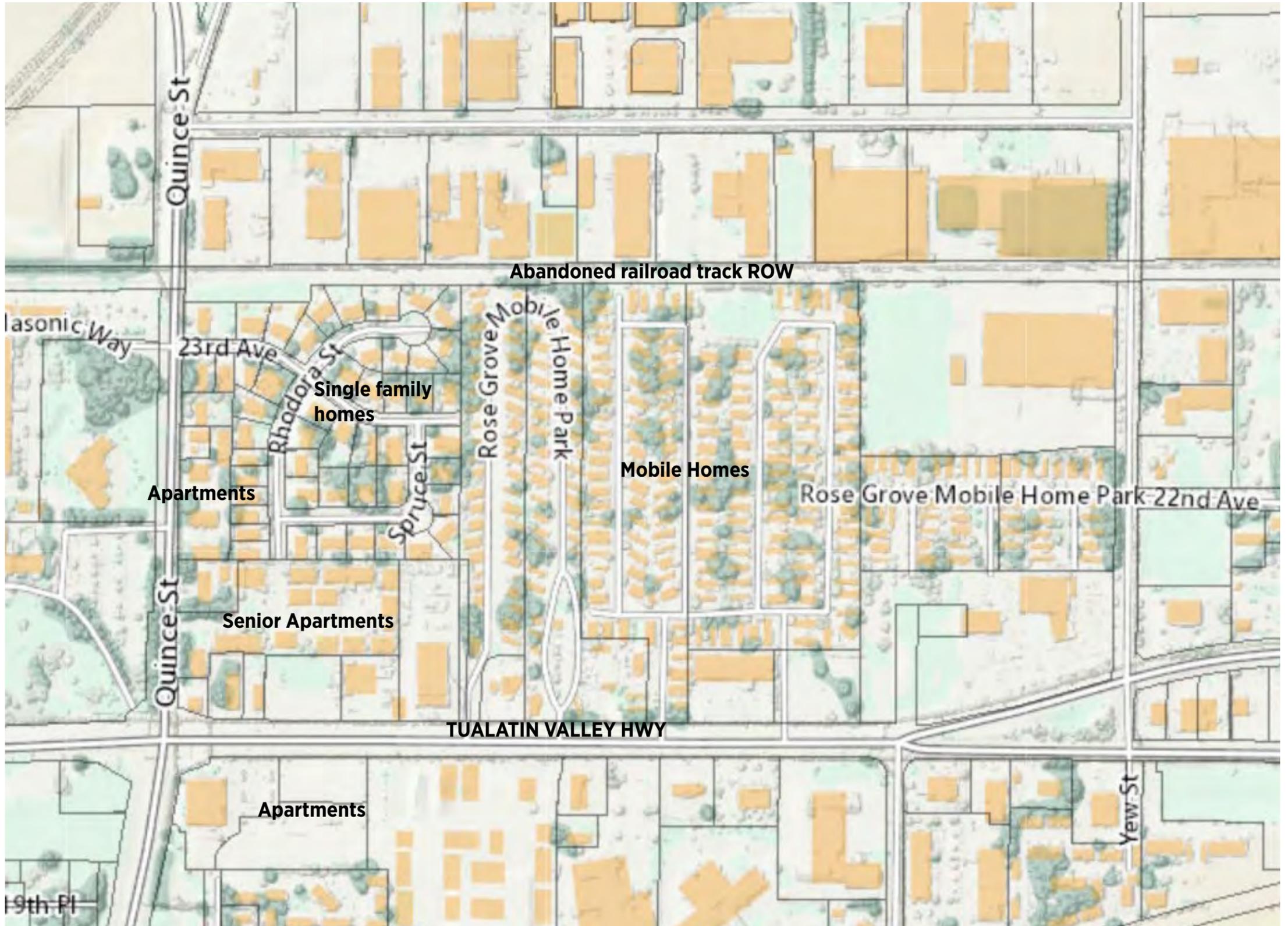
There are 28 apartments at Forest Manor. (x3 = 84 residents)

There are 329 mobile homes at Rose Grove Mobile Home Park. (329 x 3 = 987 residents)

There are 192 new apartments (x3) on Hwy 8 at Forest Place that house approximately 576 residents.

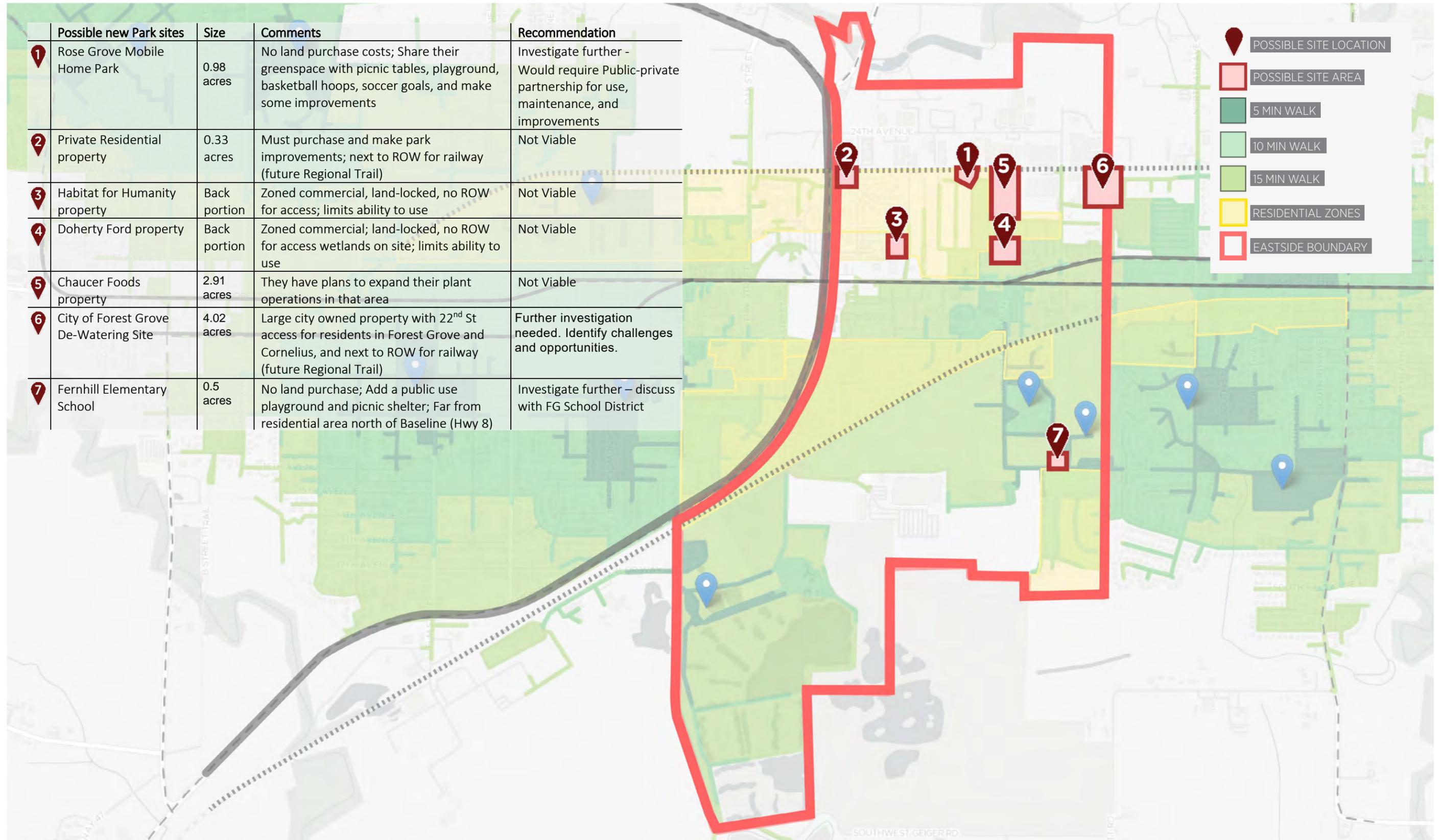
*based on Census Bureau calculations for average number of people per household. We used x3 per household, and x2 for senior living.

The Villager Apartments have 36 apartments (x3) that house approximately 108 residents.

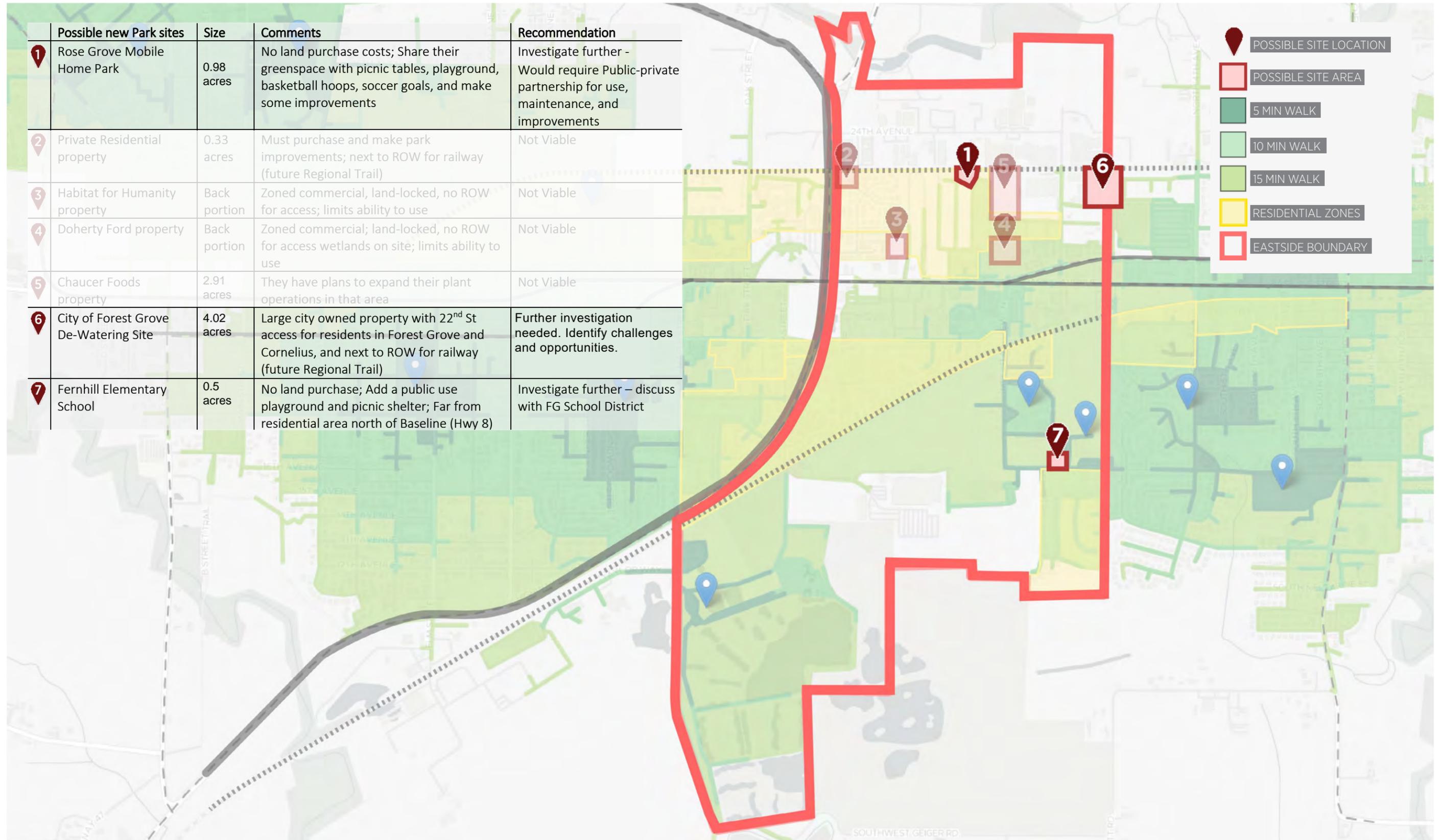


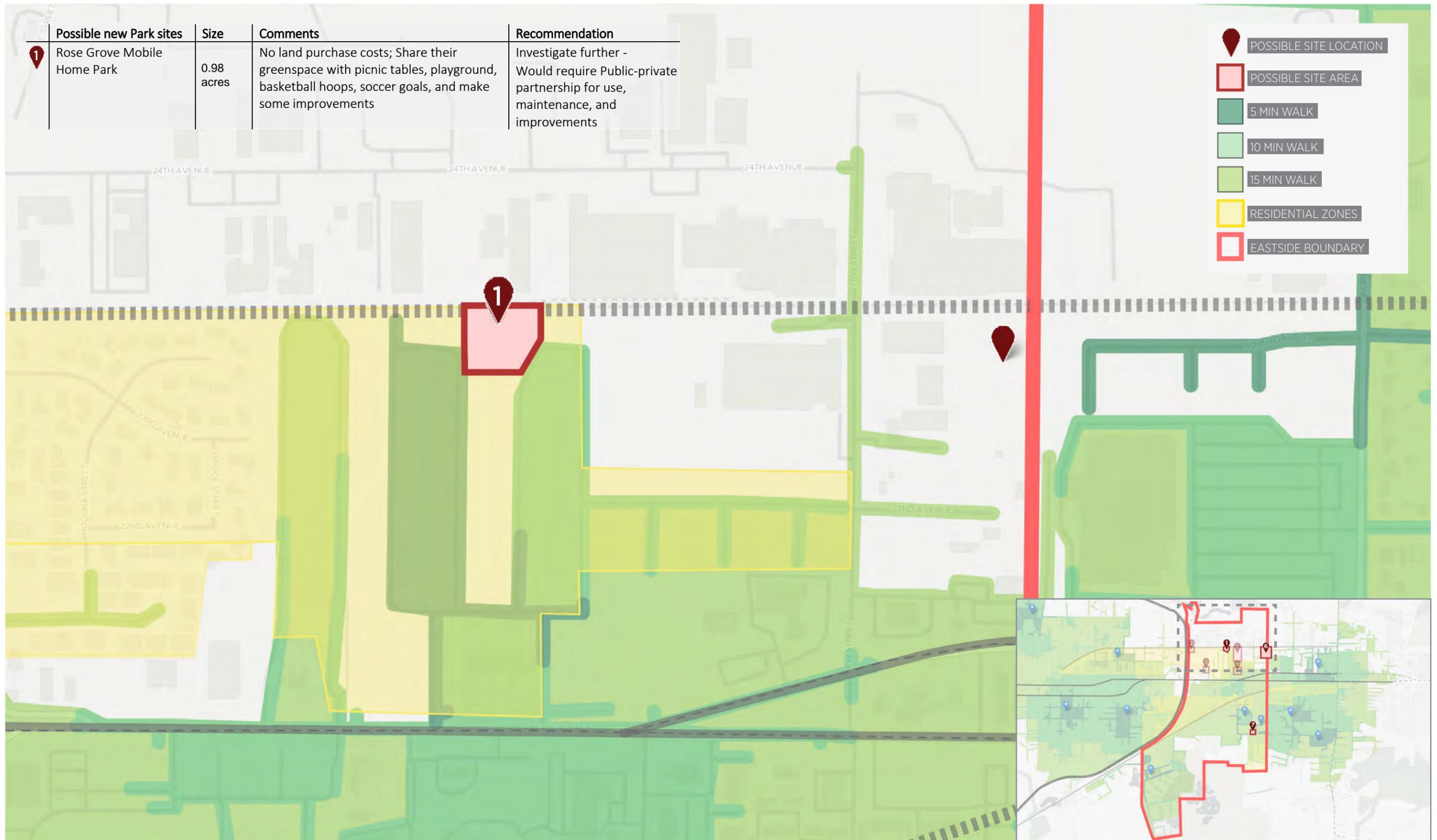
The Rose Grove Mobile Home has its own amenities, including a large community hall with full kitchen, generous greenspace with picnic tables, playground, basketball hoops, soccer goals, and community garden.

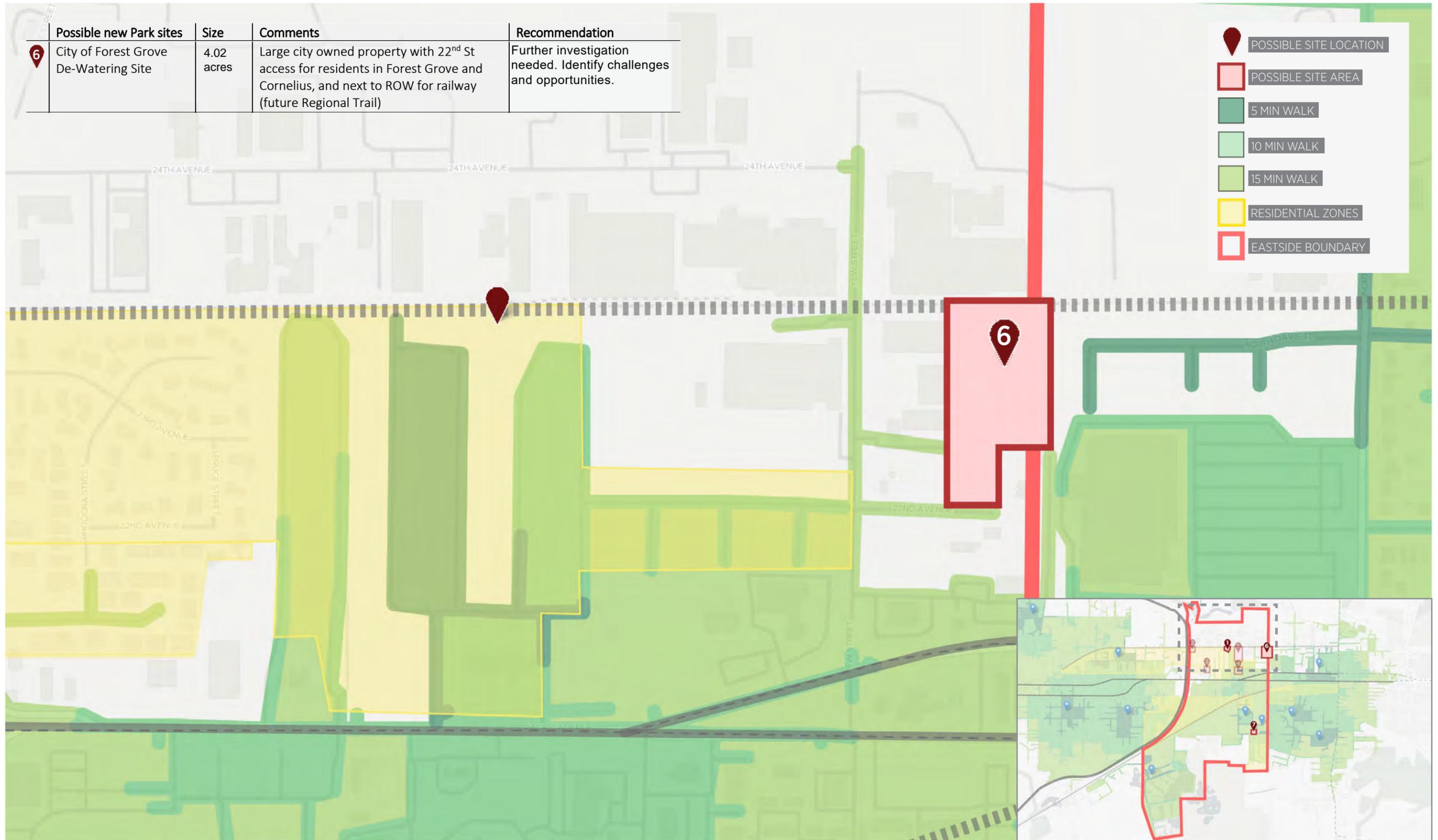
POSSIBLE NEW PARK SITES

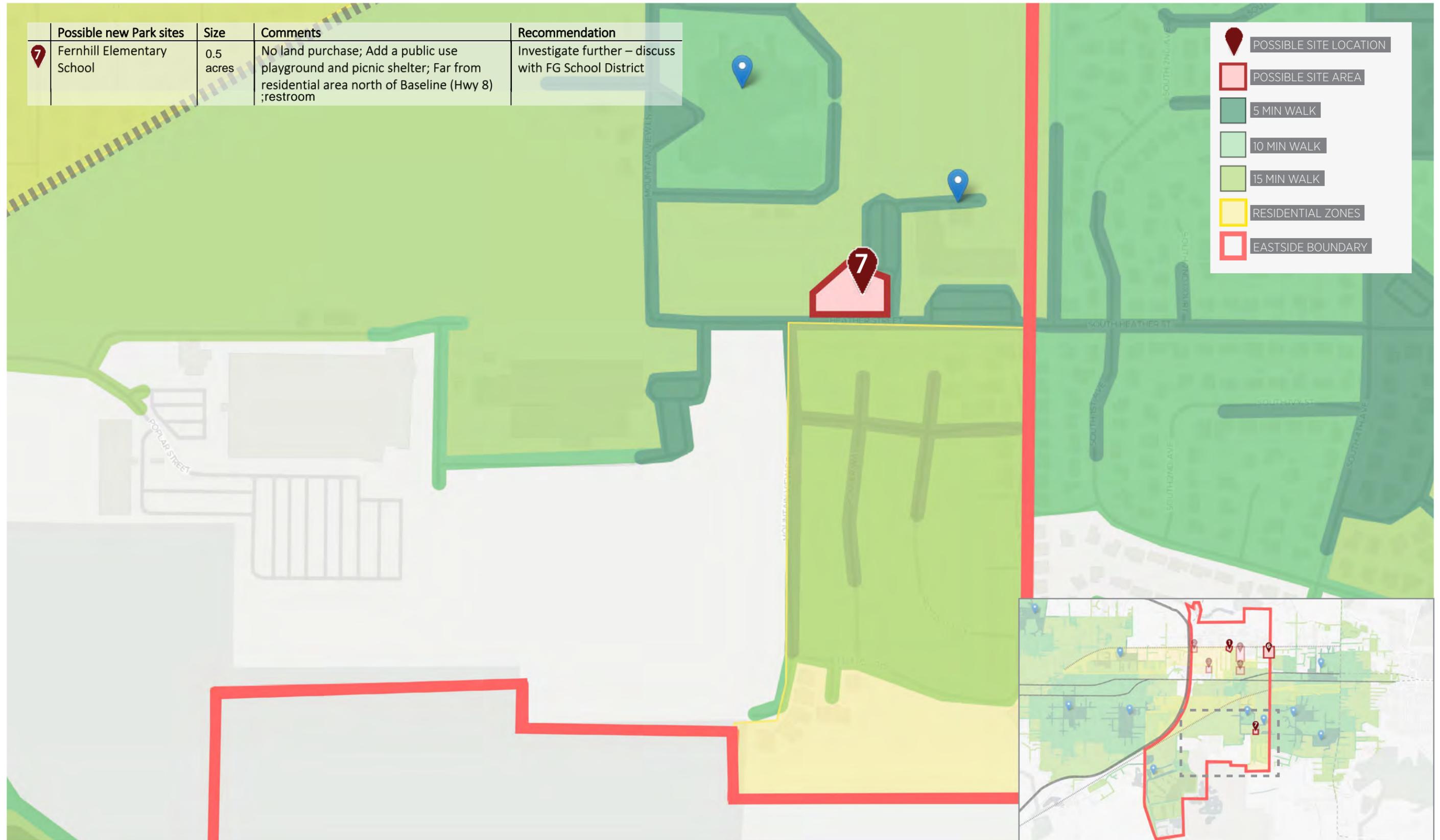


POSSIBLE NEW PARK SITES









Forest Grove Parks & Rec Core Values

Meeting Notes with: Forest Grove School District, Clean Water

Services, + City of Cornelius

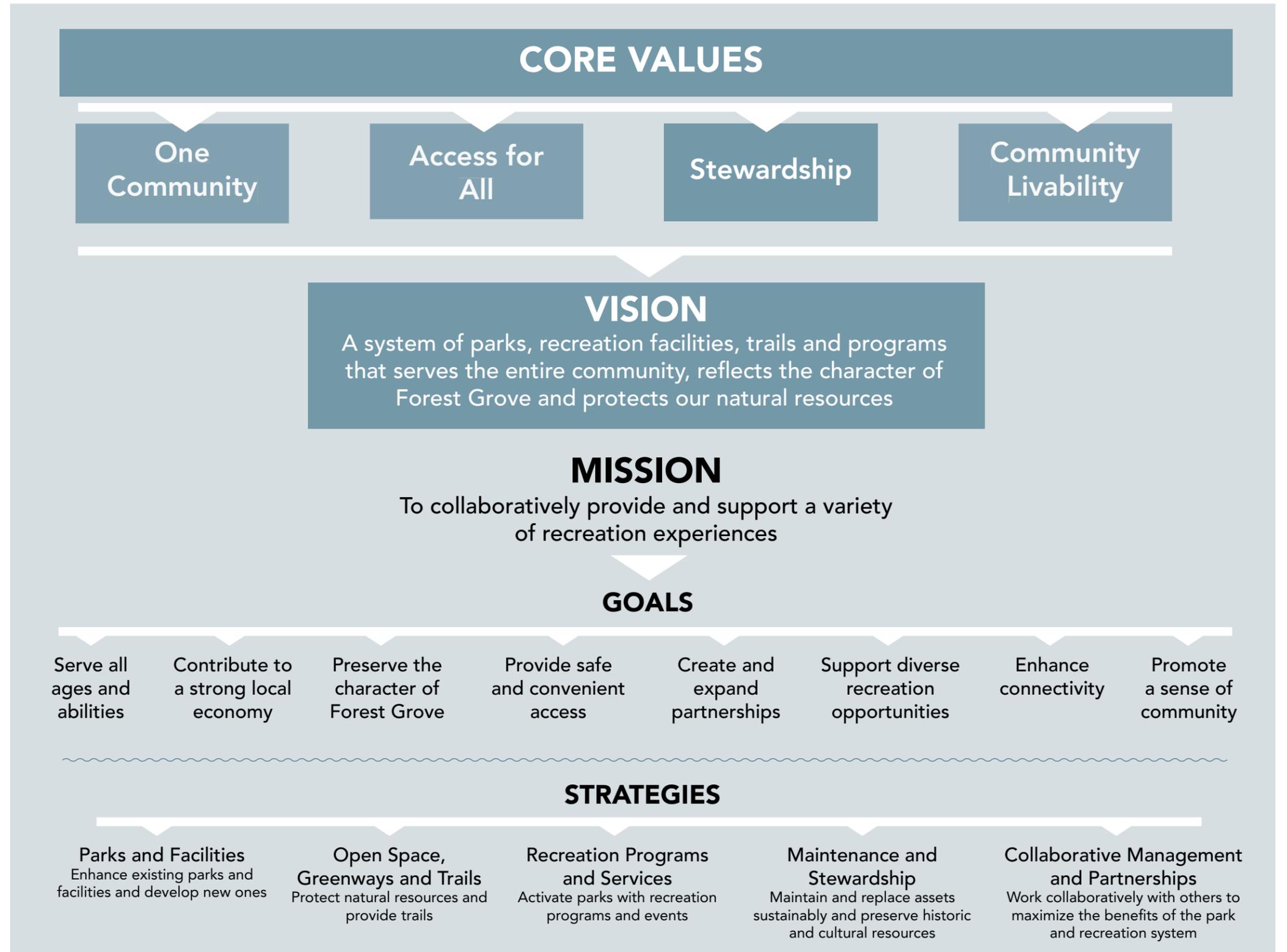
Metro's Council Creek Regional Trail Map through Forest Grove

Forest Grove Transportation System Plan

Census tracts & General Population and

Demographic Characteristics

FIGURE 4.1: PLANNING FRAMEWORK



PROJECT: Forest Grove East Side Park Needs Study
SUBJECT: Virtual meeting
DATE: 3/20/2020
DISTRIBUTION: Tom Gamble, Charles Brucker, Jocelyn Bates
ATTENDEES: Tom Gamble, Director of Parks and Recreation Forest Grove; Charlie Brucker, Jocelyn Bates, PLACE
9:15-10am - Ilean Clute, Forest Grove School District
11:15-noon - Shannon Huggins, CWS
2:00-2:45pm - Rob Drake, Ryan Wells, City of Cornelius

Purpose of Study – Process and Desired Outcomes

Forest Grove School District

1. What do you hope to achieve in this process?
-Ensure we have good partnerships with the District and the City and maintain balance between budget/funding and serving the students in our district and the City.
2. What are the public amenities at each of your nearby schools, parks and public outdoor facilities?
-Fernhill Elementary (built with 2000 Bond) has a fenced playground that is not open to the public.
-Neil Armstrong Middle School (built in 1971) has a track, which is not in good condition, soccer fields, both of which get lots of use by community; and basketball courts.
These two schools are considered one site by the school district.
-Joseph Gale Elementary School is brand new and has a baseball field used by youth sports, and a locked down playground.
3. What do you see lacking, ie a shortage of services, scale, or access challenges for the public?
Neil Armstrong school will need to be rebuilt, though not in near future. Lots of property but keep this in mind if planning any other new facilities.
4. What is the level of use at each of your facilities?
See #2.
5. Is it adequate to serve the needs of the adjacent community? Do you plan any new facilities in the area?
They do serve the adjacent Homestead retirement (over age 55) community. The fields are heavily used.
6. What are your growth projections?
They did a demographic study 2-3 years ago which shows they are not meeting projections. They don't anticipate growth, and if so, it would be lower income with families. But, new development (905 lots, 10 acres) at Laurel Woods in Cornelius, will put pressure on this area. Echo Shaw kids might transfer to Fernhill.

Ilean will send us: Long Range Facility Plan; Enrollment growth and projections, and boundaries; building replacement schedules.

Clean Water Services

1. What do you hope to achieve in this process?
-Fernhill Wetlands is a water resource natural area and treatment facility. Parts are public friendly. They want to bring people close to nature but only so far. Some members of the public (appeared to be homeless) have been in the sewage water with their dogs, which is a public health issue. They are working with Washington County to resolve.
2. What are the public amenities at each of your nearby schools, parks and public outdoor facilities?

-They have plans to build a nature playground and viewing platform, near parking, shelter, bathrooms and nature path. They also have plans to expand research and treatment facilities, as part of their growth near TMM.

3. What do you see lacking, ie a shortage of services, scale, or access challenges for the public?
-Fernhill is difficult to access as a pedestrian or cyclist.
4. What is the level of use at each of your facilities?
-Varies – very busy at events and when good weather.
5. Is it adequate to serve the needs of the adjacent community? Do you plan any new facilities in the area? -See #2
6. What are your growth projections? -NA

Shannon will put us in touch with Jared (can answer other questions), Antonia (does walking tour), and Seth (manages volunteers).

Additional notes from Elysia O'Connor regarding CWS education programs:

- Forest Grove school district – k-5 classes have curriculum aligned with visits to Fernhill, students at the Community Alternative Learning Center (within walking distance) visit several times a year for education activities
- Pacific University, other college students – research, classes, demonstration areas (future)
- National Guard – uses trails for running
- Fernhill volunteer program – 30 active volunteers
- Community groups – tracking and birding classes, summer camps, home school groups, culturally-specific groups
- Families – with the addition of the nature play area and visitor station this will likely increase

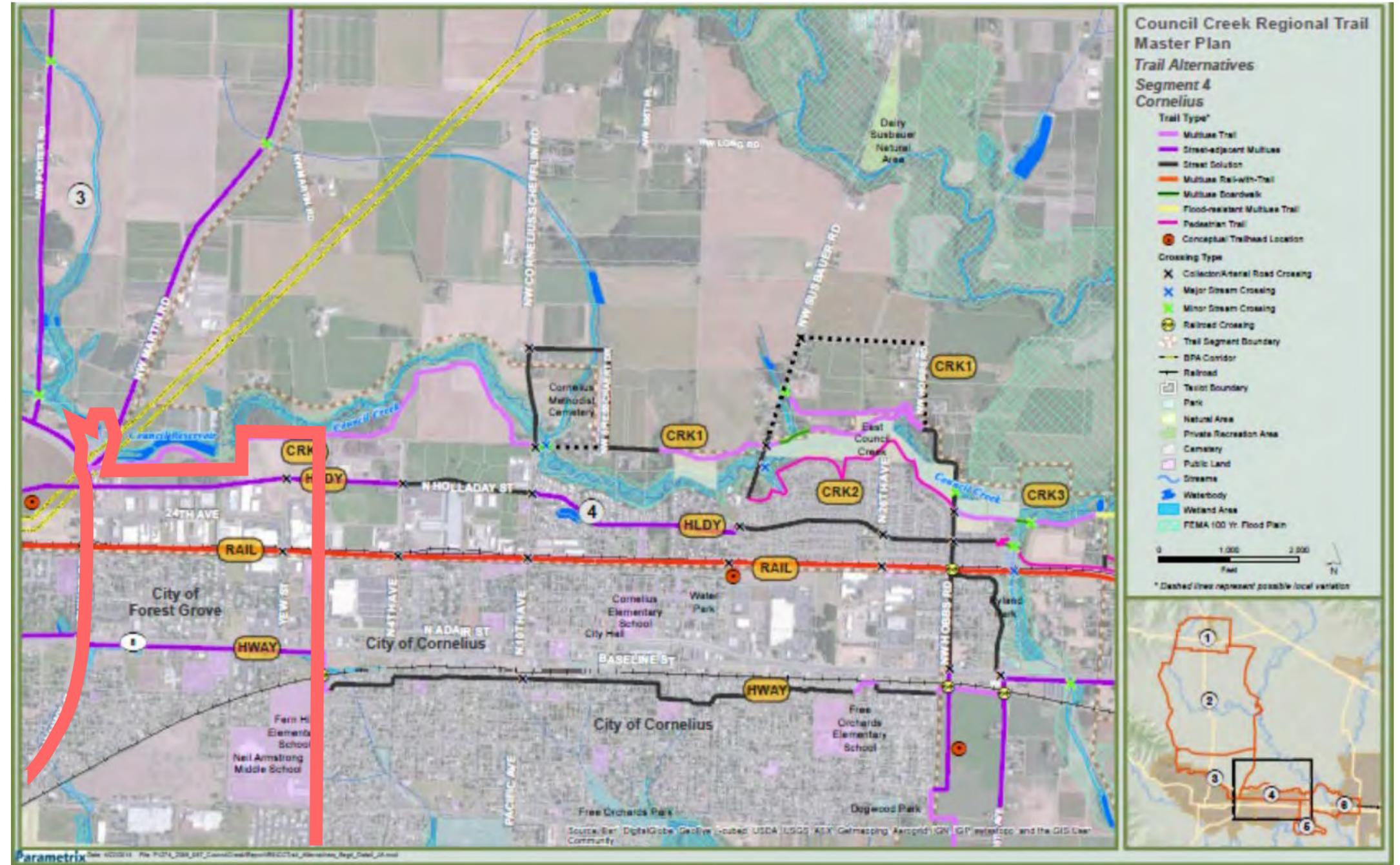
Additional notes from Antonia Machado regarding the Paseos Verdes program:

Paseos Verdes connects underserved Latino communities with natural areas in Washington County through bilingual, guided nature walks. Fernhill is one of Paseos Verdes walk sites during the summer and participants also use the picnic shelter for a picnic lunch after the walk. Walks occur two to eight times each summer.

City of Cornelius

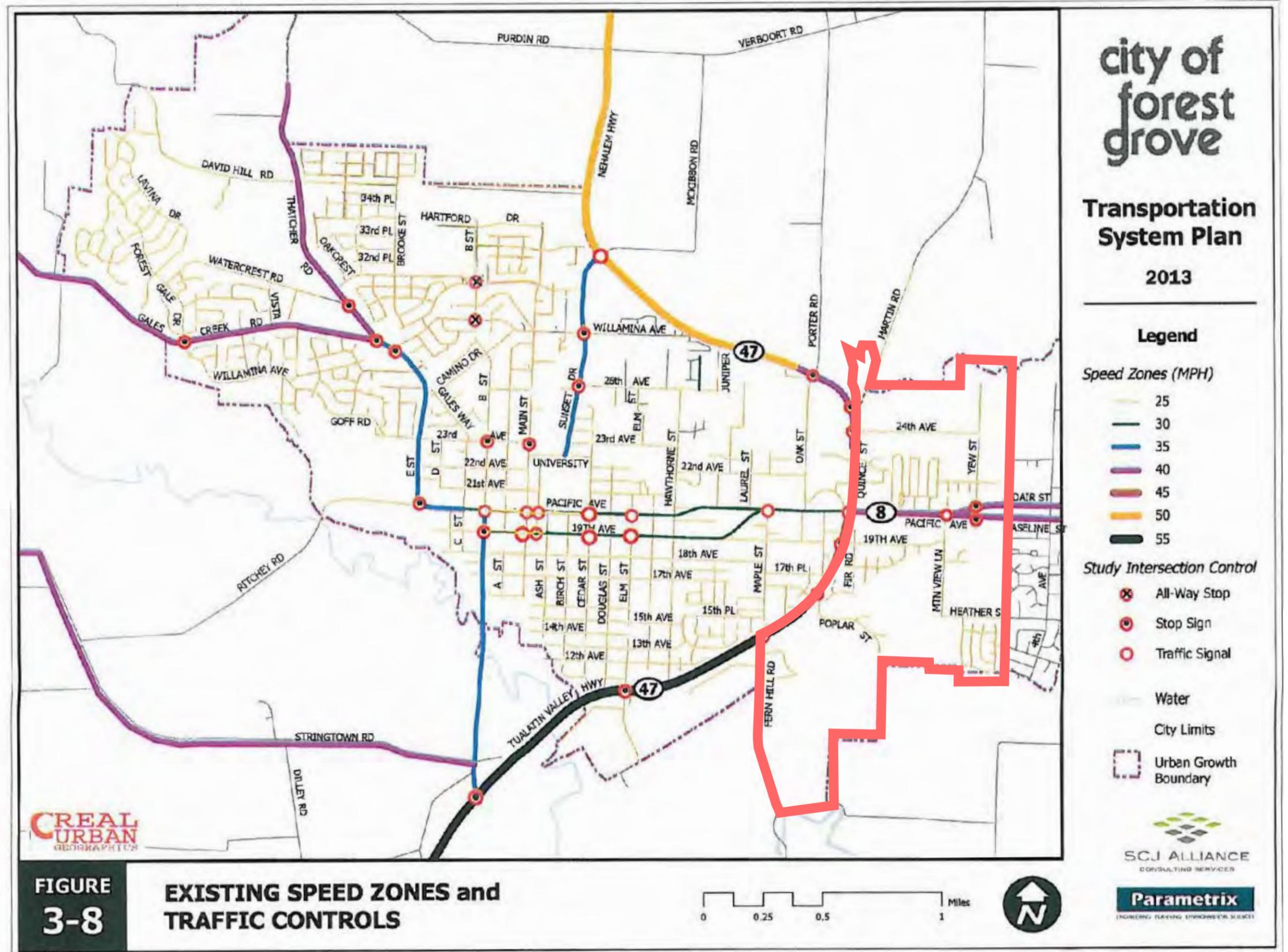
1. What do you hope to achieve in this process?
-Continue to have a seamless network of community facilities to serve everyone. Forest Grove and Cornelius partner in many things.
2. What are the public amenities at each of your nearby schools, parks and public outdoor facilities?
-New development, Brooks Terrace, at 7th and Adair will be 12,000sf of mixed use with a small neighborhood park.
-196 unit apartments to be built at Poplar at intersection of Hwy 47 and Pacific Hwy will be a new targeted use. (FG)
-Harleman Park, 10 acres+ is their largest and most heavily used and adaptable park. It has baseball fields (sometimes converted to soccer fields), basketball courts, a walking trail, sports practice fields, 2 to be renovated tennis courts/pickleball (Fall 2020), 2 picnic shelters. Movies, concerts (stage) and community events take place here.
-Swallowtail Waldorf School has an open playground that is heavily used by kids on weekends.
-Tarrybrooke Park - <1/2 acre neighborhood park has playground, basketball court, grass and picnic tables. Great scale and model for a new park.
6. City of Cornelius is seeing a lot of growth and development. Only 2 1/3 square miles. 1200 mostly single family units being added, which is a 25-30% housing growth. Population growth from 12,500 to 15-16,000.

For our map updates, look at their 2018 Transportation Plan and their 2009 Parks Master Plan. There is a bike/pedestrian path from Heather to train tracks alongside Fernhill School, which is actually in City of Cornelius.

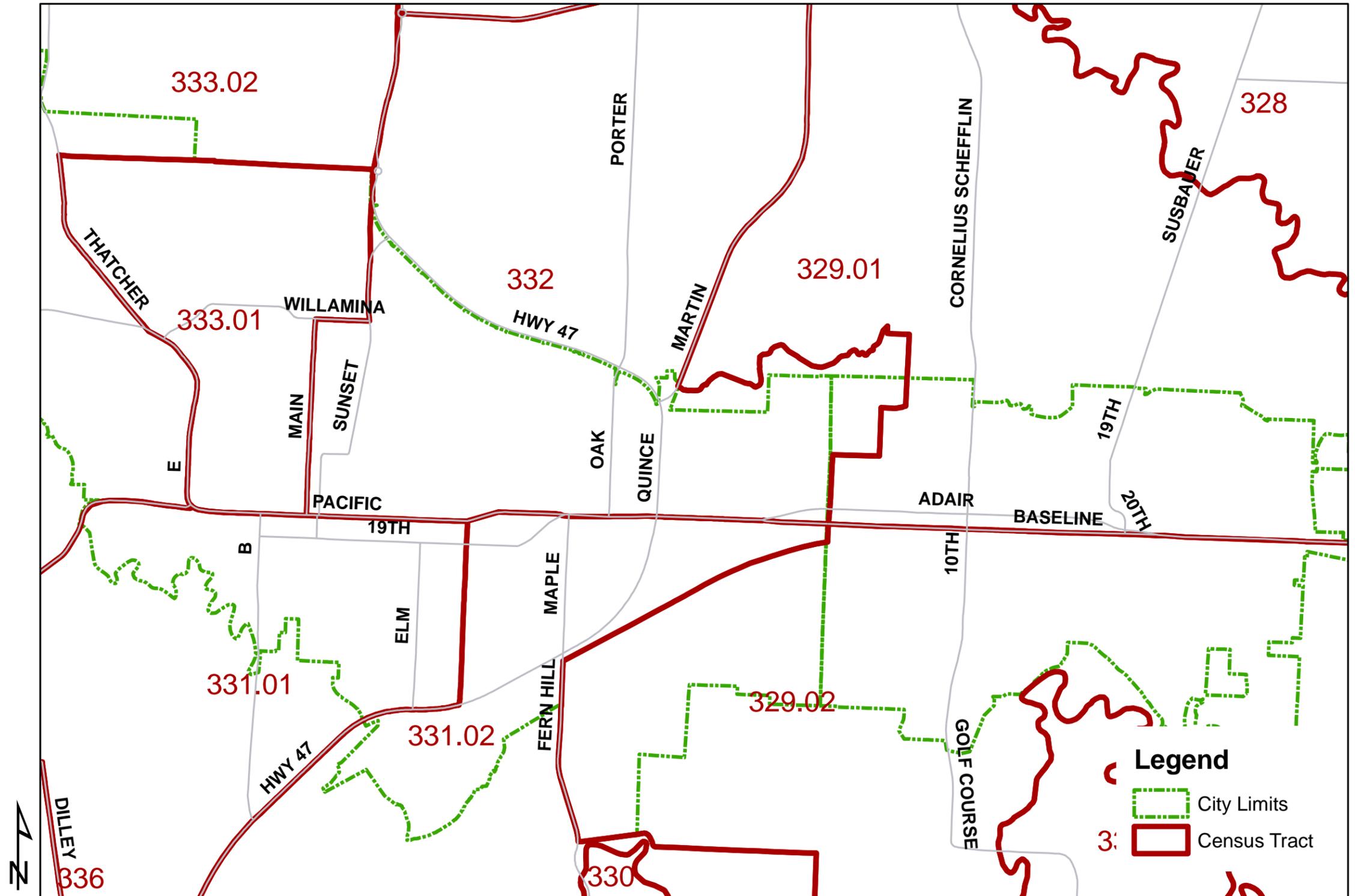


West-East trail route along rail corridor extended into Downtown Forest Grove is the preferred route for Metro’s Council Creek Regional Trail system.

The METRO Council Creek Regional Trail will be a multiuse pathway for pedestrians, bicyclists, and other nonmotorized travelers for both recreational and transportation purposes. The rail will extend almost 15 miles from the Banks-Vernonia Trail in Banks to the TriMet Blue Line MAX station in downtown Hillsboro. The regional trail will connect the cities of Banks, Forest Grove, Cornelius and Hillsboro, a large expanse of productive farmlands between Banks and Forest Grove, and some smaller areas of still unincorporated land within the urban growth boundary (UGB) between Forest Grove and Hillsboro. This regional trail will pass through rural, suburban, and urban areas—residential neighborhoods, farms, downtowns, commercial, and industrial; cross or follow state highways Oregon 6, Oregon 8, and Oregon 47; and numerous urban and rural roadways; and follow and cross an Oregon Department of Transportation (ODOT) owned rail line. Council Creek will connect to six other existing or planned regional trails and greenways, and to local trail systems.



CENSUS TRACTS



General Population and Demographic Characteristics

			Census Tracts			
	Forest Grove	Cornelius	332	331.02	329.01	329.02
Population 2010	21,083	11,869	6,452	3,277	5,598	7,568
Population 2017	23,554	12,423	6,978	3,514	6,240	7,667
Under Age 18 Population	25.9%	30.2%	26.5%	23.3%	26.5%	29.6%
Median HH Income (2017)	\$54,503	\$60,766	\$37,983	\$52,266	\$60,588	\$58,952
Poverty Status (2017)	14.0%	10.5%	23.4%	14.0%	14.3%	6.7%
Hispanic Origin (2017)	23.3%	28.2%	35.3%	30.3%	36.9%	55.7%
Speak Spanish at Home (2017)	17.2%	49.0%	30.2%	23.2%	89.1%	95.1%
Speak Only English at Home (2017)	76.5%	49.2%	64.6%	75.1%	10.3%	4.9%

Sources: US Census Bureau, American Community Survey (2013-2017), 2010 US Census



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<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	Work Session
MEETING DATE:	07/13/2020
FINAL ACTION:	_____

CITY COUNCIL MEMORANDUM

TO: *City Council, Jesse VanderZanden, City Manager*

FROM: *Henry Reimann, Police Chief*

DATE: *7/13/2020*

SUBJECT: *Work Session, Re-imagining Policing; Vol. 2*

The Forest Grove Police Department is very fortunate to be in a state where police practices are progressive, officers receive thorough basic and mandated trainings. We have carefully crafted policies and appropriate allocation of resources that ensure public safety and prevent abuses in encounters between police officers and citizens. Unfortunately, across the nation patterns of racial profiling, the selective enforcement of laws against people of color and marginalized populations still exist.

Needless to say, over the past several years, the law enforcement community has been confronted with many challenges. However, these tumultuous times give us the opportunity to re-imagine how we move forward with our policing strategies. It is equally clear to us that we would never be able to get a fresh start out of a series of judgments about who was culpable for each of the tragedies and mistakes of the past. By means of a re-imagining policing for the Forest Grove Police Department, our goal is to help ensure that these past tragedies are not repeated in our community.

We understand that the future of law enforcement begins well outside the world of crime and justice. The social problems faced by police agencies in America are in a sense unique to a divided society, each with its own unique history, culture and expectations.

With these factors in mind, we have asked ourselves how we best adapt to a world in which our own efforts are only a small part of the overall national policing strategy in a progressive society that has greater expectations.

We have identified two immediate benchmarks. First, any strategies that we develop need to ensure that our practices recognize and uphold human dignity and the rights of the individual while providing them with effective protection from wrongdoing. Secondly, we need to improve our current relationship with the community by creating a culture of inclusiveness, openness and transparency. We have identified two immediate strategies:

Becoming more transparent was our first objective. We have posted pertinent policies, to include our Use of Force policy and stop data on our website. We have also engaged in discussion with community members in how our policies relate to current policing issues. We will continue to encourage community dialogue on these topics.

Our second goal is what brings us here today – inclusiveness. After examining the role and goals of the Public Safety Advisory Commission, we feel that perhaps it is time to move in a new direction. Not only in name but with a new mission.

The Forest Grove Community Policing Council (FGCPC) would be established to address social justice issues, improve safety for all Forest Grove community members and build the relationship between the Forest Grove Police Department (FGPD) and the Forest Grove community through education, awareness and open dialogue.

The FGCPC, will provide ongoing citizen input to major policy areas, provides ongoing recommendations regarding special program areas, and solicits community input on current issues.

Goals

- Seeking input about social equity problems attributable to public safety agencies
- Targeting outreach to underserved or high-need groups
- Promoting process equity
- Giving issues of fairness priority
- Measuring social equity and tracking progress
- Giving everyone a place at the table
- Building partnerships with organizations and communities to address equity

The Forest Grove Police Department benefits by using the FGCPC in their strategic decision-making process by relying on these members to focus attention on specific issues, weigh community values in making recommendations to the Chief of Police, and thoroughly research and review alternatives to accompany formal recommendations to the Chief of Police.

Proposed Membership

City Council Member	Community at large x 2
FGPD – x1	FG School District x1
Centro- x1	SURJ-x1
Adelante Mujeres- x1	Youth x2
LGBTQ x1	County Mental Health x1
Pacific University x3 (Crim Justice, Psych, Soc)	

Staff understands that City Council Commissions are limited to nine (9) members.

This positive link between the Forest Grove Community, City Council and the FGPD will provide an avenue to engage and support our underserved community members to better understand and utilize the services of the FGPD. This link is supported by the Chief of Police and assigned members of the FGPD, Police Officers that participate in activities and are available to support the specific needs of the marginalized and minority communities in Forest Grove.

The College of Understanding (COU), will be a sub-committee and the primary initiative of the FGPC, designed to bring awareness to the impacts and social challenges that result from the continued oppression and discrimination towards people of color, LGBTQ and our transient communities. This sub-committee would be co-chaired by the City DEI Coordinator and the Chief of Police.

The objective of the college is to help define community norms and standards and reflects the diverse interests of the City and its residents. Members will provide technical expertise, serve as advocates and offer feedback. The College also serves as an advocate for programs, ideas, and methods to improve the relationship between the FGPD and community.

With the principles of understanding and compassion at the center of this initiative, our marginalized and “at-risk” population will be brought together to share their stories. It is in these stories that we will begin to build a foundation to develop educational materials by the COU which will be used as a Police Officer’s Guide in working with our marginalized and at risk community members.

In addition to this guide, FGPC will offer Cultural Awareness, Social Justice and Anti-racism awareness training to groups such as FGPD members, educators, community advocates, City of Forest Grove Staff, and the general public.

We look forward to your recommendations.

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REIMAGINING

POLICING: Vol 2 - PSAC

Henry Reimann
Police Chief

PSAC

IS IT STILL RELEVANT IN TODAY'S ENVIRONMENT?



A Change in Direction

A new Commission that is established to address social justice issues, improve safety for all Forest Grove community members and builds a relationship between the Forest Grove Police Department (FGPD), City Council and the Forest Grove community through education, awareness and open dialogue.

This positive link between the Forest Grove Community, City Council and the FGPD will provide an avenue to engage and support our underserved community members to better understand and utilize the services of the FGPD



The Forest Grove Community Policing Commission

The FGPC provides ongoing citizen input to major policy areas, provides ongoing recommendations regarding special program areas, and solicits community input on current issues.

Goals

Listen to social equity problems attributable to public safety agencies

Targeting outreach to underserved or high-need groups

Promoting process equity

Giving issues of fairness priority

Measuring social equity and tracking progress

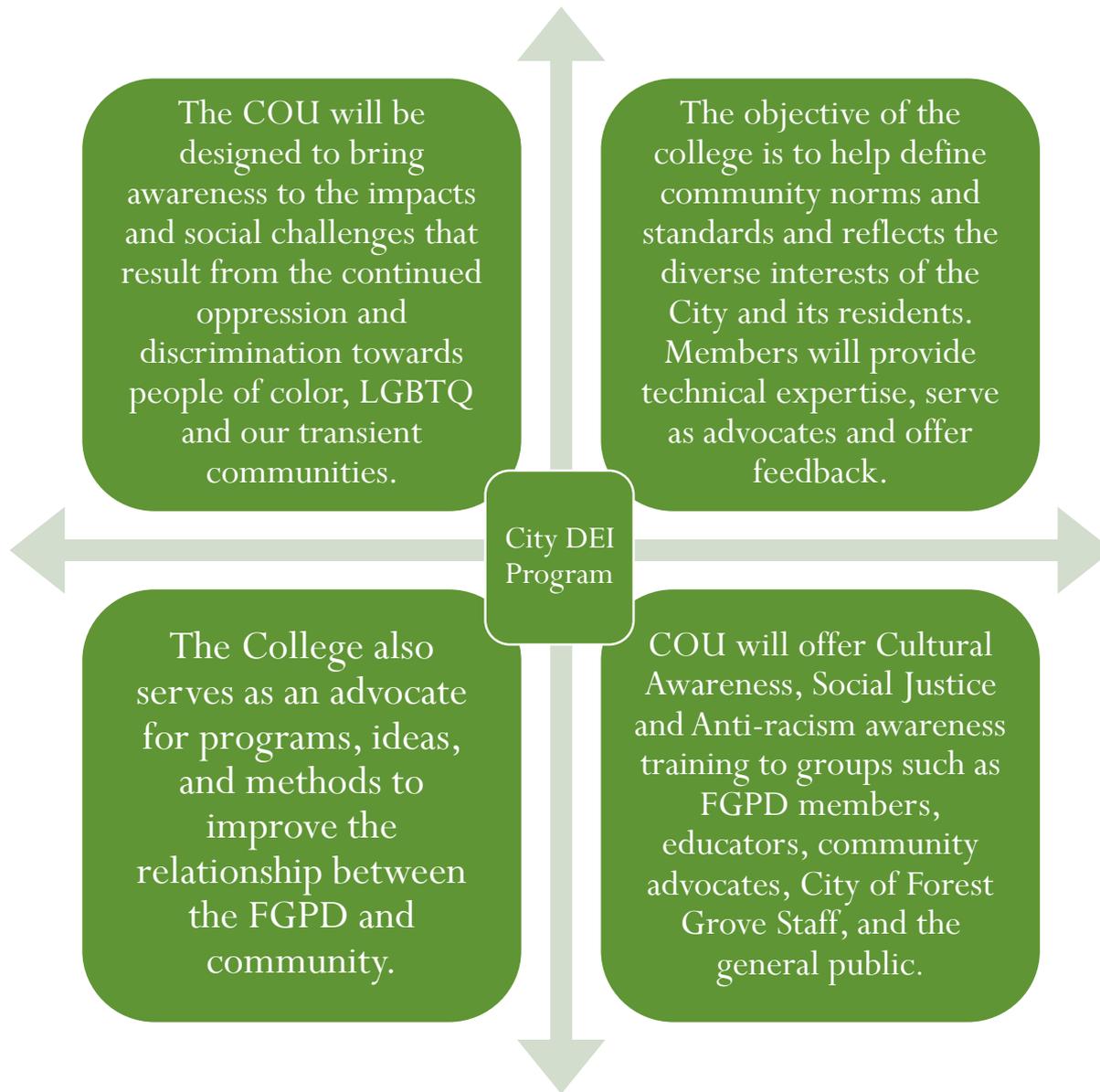
Giving everyone a place at the table

Building partnerships with organizations and communities to address equity

Sub- Committee

The College of Understanding (COU), a sub-committee, will be a primary initiative of the FGCP

The COU would be chaired by the City's DEI Coordinator and Chief of Police



Proposed Membership

City Council Member - 1

FG School District - x1

Adelante Mujeres - x1

SURJ - x1

Community at large - x2

Pacific University – x3

FGPD – x1

Centro - x1

Youth – x1

LGBTQ - x1

County Mental Health - x1

More bang for the buck

The Forest Grove Police Department benefits by using the FG CPC in their strategic decision-making process by relying on these members to focus attention on specific issues, weigh community values in making recommendations to the Chief of Police.

It will be a positive link between the Forest Grove Community, City Council and the FGPD that provides an avenue to engage and support our underserved community members to better understand and utilize the services of the FGPD

The FG CPC also provides an additional avenue to the City DEI program for community engagement.

QUESTIONS FEEDBACK COMMNETS

3A



A place where families and businesses thrive.

Monday, June 8, 2020

City Council Regular Meeting Minutes

7:00 p.m., Webex Community Auditorium

Minutes are unofficial until approved by Council.

1. CALLED TO ORDER AND ROLL CALL:

Mayor Peter Truax called the regular City Council meeting to order at 7:00 p.m. via Webex Video Conference.

COVID-19: Due to the emergency declaration resulting from COVID-19 (Coronavirus disease) and protocols, the City Council limited in-person contact and social distancing. **The City Council conducted the Council meeting remotely by video conferencing.** The meeting was remotely video conferenced by Fire Chief Kinkade and City Recorder Ruggles and televised live from the projector screen at the Community Auditorium by Tualatin Valley Community Television (TVCTV) Government Access Programming LIVE Channel 30 and Live Streamed on MACC TVCTV YouTube Channel 30. The public was allowed to attend and observe in the Community Auditorium as space allowed. The Council accepted written comments on items not on the agenda submitted by June 8, 2020, 3pm, to the City Recorder.

ROLL CALL: COUNCIL PRESENT ATTENDED BY WEBEX REMOTELY: Kristy Kottkey; Timothy Rippe; Mariana Valenzuela; Adolph "Val" Valfre; Malynda Wenzl, Council President; and Mayor Peter Truax. **COUNCIL ABSENT:** Elena Uhing, excused.

STAFF PRESENT ATTENDED BY WEBEX REMOTELY: Jesse VanderZanden, City Manager (Webex remotely); Paul Downey, Administrative Services Director (Webex remotely); Bryan Pohl, Community Development Director (Webex remotely); Henry Reimann, Interim Police Chief (Webex remotely); Gregory Robertson, Public Works Director (Webex remotely); Michael Kinkade, Fire Chief (in the Community Auditorium); and Anna Ruggles, City Recorder (in the Community Auditorium).

2. CITIZEN COMMUNICATIONS:

No written comments were received.

3. CONSENT AGENDA:

Items under the Consent Agenda are considered routine and are adopted with a single motion, without separate discussion. Council members who wish to remove an item from the Consent Agenda may do so prior to the motion to approve the item(s).

Any item(s) removed from the Consent Agenda will be discussed and acted upon following the approval of the remaining Consent Agenda item(s).

- A. Approve City Council Executive Session (City Manager Performance Evaluation) Meeting Minutes of May 26, 2020.
- B. Approve City Council Executive Session (Labor Negotiations) Meeting Minutes of May 26, 2020.
- C. Approve City Council Work Session (Communication Plan Inventory) Meeting Minutes of May 26, 2020.
- D. Approve City Council Regular Meeting Minutes of May 26, 2020.
- E. Community Development Department Monthly Building Activity Informational Report for May 2020.
- F. **RESOLUTION NO. 2020-52 MAKING APPOINTMENTS TO ECONOMIC DEVELOPMENT COMMISSION (EDC) (APPOINTING JILL CRAIG, URBAN DECANter, DOWNTOWN RETAIL BUSINESS, TERM EXPIRING DECEMBER 31, 2023; AND RICHARD LAFAVE, RDF & P, INC., SMALL MANUFACTURER, TERM EXPIRING DECEMBER 31, 2023).**

MOTION: Council President Wenzl moved, seconded by Councilor Rippe, to approve the Consent Agenda as presented. **ROLL CALL VOTE:** AYES: Councilors Kottkey, Rippe, Valenzuela, Valfre, Wenzl, and Mayor Truax. NOES: None. ABSENT: Councilor Uhing. **MOTION CARRIED 6-0.**

4. **ADDITIONS/DELETIONS:** None.

5. **PRESENTATIONS:**

5. A. **Get Moving 2020**

Tyler Frisbee, Metro Transportation Policy and Federal Affairs Manager (attended via Webex remotely), and Juan Carlos Gonzalez, Metro Councilor District 4 (attended via Webex remotely), presented a PowerPoint presentation overview titled “Get Moving 2020”, the proposed regional transportation investment measure, noting Metro Council will be considering referring a transportation funding packet on the November 2020 ballot. Frisbee presented slides showing the draft plan and the 16 investment corridors, noting Washington County investments include TV Highway (Council Creek Trail from Hillsboro to Forest Grove), SW 185th, Burnside, and Highway 217 and Pacific Highway 99W. In conclusion of the above-noted presentation, Frisbee and Gonzalez addressed various Council concerns pertaining to the need to make drastic improvements in specific areas in Forest Grove along TV Highway that currently lacked safety improvements, noting Forest Grove will see investments along TV Highway extending to Quince Street (Highway 47 intersection).

5. B. COVID-19 (Coronavirus disease) Update

Fire Chief Kinkade presented a PowerPoint presentation overview pertaining to COVID-19 Response Update, which was updated in the Council packet. Chief Kinkade presented updates on the Situation Report (800 (25 new) cases in Washington County, 18 deaths; State total is 4,922; 164 deaths statewide); Essential Needs for Forest Grove, Cornelius and Gaston; Community Emergency Outreach (community members may call 2-1-1 for emergency needs); and Food Bank Support. Kinkade noted an outbreak of seven cases was reported on May 31, 2020, at Chaucer Foods. In addition, Kinkade and VanderZanden reported on the following current efforts:

- **City Hall Reopening Plan:** In accordance with the reopening guidelines, City Hall opened on June 1. All public counters re-opened June 8, except the Library and Aquatic Center, which remain closed at this time. In addition, Kinkade reported the July 4th fireworks display will be held at an undisclosed location, noting the Fire Association is accepting donations.
- **Public Meetings:** Recommendation that only essential Boards and Commissions meet virtually through the month of June.
- **City Council Meetings:** Wenzl asked if Council should be conducting an in-person meeting for the June 22, 2020, Council meeting, voicing concerns that Council should be accessible to the public and providing opportunities for the public to address Council in-person. Kinkade advised conducting in-person or virtual meetings is at Council's discretion, noting social distancing protocols are in place. Mayor Truax concurred carrying over the discussion under Council Communications.
- **Small Business Outdoor Expansion Permit:** Pohl reported the program is to support small businesses in Forest Grove and to aid in social distancing. The City's Engineering Department is temporarily expanding its existing Location Permit (Permitted uses of the Public Way). The permit will allow small businesses to expand into one adjacent public parking stall for dining and retail sales Thursday through Sunday evenings from 5:00 p.m. to 10:00 p.m. from now until September 30, 2020. The program guidelines and application requirements are published on the City's website. The permit already allows for outdoor dining and other retail uses on sidewalks as long as access is retained for pedestrians. There is no fee associated with this permit.

6. CONTINUE PUBLIC HEARING AND SECOND READING OF ORDINANCE NO. 2020-03 VACATING 19TH PLACE RIGHT-OF-WAY EAST OF POPLAR STREET; APPLICANT: JT SMITH COMPANIES; FILE NO. 311-20-000014-PLNG

The first reading of Ordinance No. 2020-03 by title occurred at the Council meeting of May 26, 2020.

Staff Report:

Pohl presented the above-proposed ordinance for second reading, noting written testimony submitted by the Applicant's attorney (refer below) was distributed to Council prior to the hearing. Pohl had nothing further to report.

Public Hearing Continued:

Mayor Truax continued the Public Hearing from the meeting of May 26, 2020, and explained hearing procedures.

Written Testimony Received:

Michael Robinson, Schwabe Williamson & Wyatt, representing the Applicant, submitted a letter dated June 5, 2020, responding to traffic issues raised in the May 15, 2020, letter from Wauna Credit Union. Robinson stated that the evidence shows that the proposed development will not negatively impact Wauna Credit Union and traffic issues are not relevant to the street vacation decision, but is instead related to the Development Review Application scheduled to be heard by the Planning Commission on July 6, 2020.

No other written testimony was received.

Proponents:

No one testified and no other written comments were received.

Opponents:

No one testified and no written comments were received.

Others:

No one testified and no written comments were received.

Public Hearing Closed:

Mayor Truax closed the Public Hearing

Council Discussion:

Hearing no concerns from the Council, Mayor Truax asked for a roll call vote on the motion made at the meeting of May 26, 2020.

VanderZanden read Ordinance No. 2020-03 by title for second reading.

ROLL CALL VOTE: AYES: Councilors Kottkey, Rippe, Valenzuela, Valfre, Wenzl, and Mayor Truax. NOES: None. ABSENT: Councilor Uhing. MOTION CARRIED 6-0.

7. RESOLUTION NO. 2020-53 AUTHORIZING CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN WASHINGTON COUNTY, OREGON, AND CITY OF FOREST GROVE, OREGON, RELATING TO CONTRACT LAW ENFORCEMENT SERVICES (AMENDMENT NO. 1)

Staff Report:

Interim Police Chief Reimann presented the above-proposed resolution for Council consideration, noting the resolution is authorizing the City Manager to execute an amendment to the Intergovernmental Agreement (IGA) between the Washington County and City of Forest Grove, relating to providing law enforcement services in Forest Grove, between the hours of 3:00 a.m. to 7:00 a.m., seven days a week, which went into effect November 17, 2019, and is set to expire June 30, 2020 (pursuant to Resolution No. 2019-57). Reimann reported the Forest Grove Police Department is still currently experiencing vacancies and the IGA will allow the department to collaborate with Washington County for services during the hours noted above. In conclusion of the above-noted staff report, Reimann advised staff is recommending Council consider approving extending the IGA for a minimum of 30 days and no longer than 90 days as outlined in Exhibit A, noting a contingency transfer of up to \$35,000 in the General Fund is anticipated if expenses are exceeded for the duration of the proposed IGA.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2020-53

VanderZanden read Resolution No. 2020-53 by title.

MOTION: Councilor Valfre moved, seconded by Councilor Rippe, to approve Resolution No. 2020-53 Authorizing City Manager to Execute an Intergovernmental Agreement (IGA) between Washington County, Oregon, and City of Forest Grove, Oregon, Relating to Contract Law Enforcement Services (Amendment No. 1).

Council Discussion:

Hearing no concerns from the Council, Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Kottkey, Rippe, Valenzuela, Valfre, Wenzl, and Mayor Truax. NOES: None. ABSENT: Councilor Uhing. MOTION CARRIED 6-0.

8. RESOLUTION NO. 2020-54 AUTHORIZING CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN WASHINGTON

**COUNTY, OREGON, AND CITY OF FOREST GROVE, OREGON, FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (AMENDMENT NO. 1)**

Staff Report:

Robertson presented the above-proposed resolution for Council consideration, noting the proposed resolution is authorizing the City Manager to execute an amendment to the Intergovernmental Agreement (IGA) between the Washington County and City of Forest Grove for continued partnership in the Community Development Block Grant (CDBG) Program. Robertson reported the City entered into a three-year IGA with Washington County for CDBG Program Fiscal Years 2015-2017 (Contract No. 14-0622) with an automatic renewal clause which allows the City to continue into effect should there be no changes required by the U.S. Department of Housing and Urban Development (HUD), noting HUD's recent guidance on urban requalification has been reviewed and there were minor revisions required by HUD. In conclusion of the above-noted staff report, Robertson advised staff is recommending Council consider approving the proposed IGA, noting the amendment allows the City to enter into a new three-year IGA with Washington County for CDBG Program Fiscal Years 2021-2023.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2020-54.

VanderZanden read Resolution No. 2020-54 by title.

MOTION: Council President Wenzl moved, seconded by Councilor Valfre, to approve Resolution No. 2020-54 Authorizing City Manager to Execute an Intergovernmental Agreement (IGA) Amendment No. 1 between Washington County, Oregon, and City of Forest Grove, Oregon, for Community Development Block Grant Program (Fiscal Years 2021-2023).

Council Discussion:

Hearing no concerns from the Council, Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Kottkey, Rippe, Valenzuela, Valfre, Wenzl, and Mayor Truax. NOES: None. ABSENT: Councilor Uhing. MOTION CARRIED 6-0.

9. **RESOLUTION NO. 2020-55 AUTHORIZING THE CITY OF FOREST GROVE (CITY) TO COMMENCE NEGOTIATIONS TO ADD PARTICIPATION IN THE PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS) FOR NEWLY HIRED GENERAL EMPLOYEES AND GENERAL EMPLOYEES PARTICIPATING IN THE**

CITY'S DEFINED CONTRIBUTION PLAN

Staff Report:

Downey presented the above-proposed resolution for Council consideration, noting the proposed resolution is authorizing staff to commence negotiations to participate in the Public Employees Retirement System (PERS) for newly hired general employees and general employees participating in the City's Defined Contribution Plan. In conclusion of the above-noted staff report, Downey advised staff is recommending Council consider approving the proposed resolution as outlined in Exhibit A, noting as part of the process, PERS requires that the Council take formal action to notify PERS of the City's intent to negotiate a coverage agreement. The resolution also authorizes the City Manager to execute the coverage agreement after final review and approval of the City Attorney. If required, staff will bring back the coverage agreement to Council for final approval.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2020-55.

MOTION: Councilor Rippe moved, seconded by Councilor Valfre, to approve Resolution No. 2020-55 Authorizing the City of Forest Grove (City) to Commence Negotiations to Add Participation in the Public Employees Retirement System (PERS) for Newly Hired General Employees and General Employees Participating in the City's Defined Contribution Plan.

Council Discussion:

Hearing no concerns from Council, Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Kottkey, Rippe, Valenzuela, Valfre, Wenzl, and Mayor Truax. NOES: None. ABSENT: Councilor Uhing. MOTION CARRIED 6-0.

10. RESOLUTION NO. 2020-56 MAKING CITY COUNCIL LIAISON APPOINTMENTS TO ADVISORY BOARDS, COMMITTEES, AND COMMISSIONS AND OTHER REPRESENTATIVE APPOINTMENTS AND REPEALING RESOLUTION NO. 2020-12

Staff Report:

Mayor Truax presented the above-proposed resolution for Council consideration, noting the proposed resolution is making the following Council Liaison appointments: Kottkey is assigned to the Community Forestry Commission and Mayor Truax is assigned to Forest Grove Senior and Community Center. In conclusion of the above-

noted report, Mayor Truax advised he is recommending Council consider approving the proposed resolution as outlined in Exhibit A.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2020-56.

MOTION: Councilor Rippe moved, seconded by Councilor Wenzl, to approve Resolution No. 2020-56 Making City Council Liaison Appointments to Advisory Boards, Committees, and Commissions and Other Representative Appointments and Repealing Resolution No. 2020-12.

Council Discussion:

Hearing no concerns from Council, Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Kottkey, Rippe, Valenzuela, Valfre, Wenzl, and Mayor Truax. NOES: None. ABSENT: Councilor Uhing. MOTION CARRIED 6-0.

11. **RESOLUTION NO. 2020-57 AMENDING THE CITY OF FOREST GROVE'S DECLARATION OF STATE OF EMERGENCY, EFFECTIVE MARCH 14, 2020, AT 1:00 P.M., TO BE EXTENDED AND REMAIN IN EFFECT UNTIL 8:00 P.M. ON JUNE 22, 2020, UNLESS SUPERSEDED SOONER; AMENDING RESOLUTION NO. 2020-51**

Staff Report:

Mayor Truax presented the above-proposed resolution for Council consideration, noting the resolution is extending the duration of the City's emergency declaration that went into effect March 14, 2020, through April 13, 2020; extended through April 30, 2020 (first time); extended to May 11, 2020 (second time); extended to May 31, 2020 (third time); extended to June 8, 2020 (fourth time) and now being extending to remain in effect until 8:00 p.m. June 22, 2020 (fourth time), unless superseded sooner. Mayor Truax advised he hopes this will be the last extension; however, he will remain in compliance with the Governor's State of Emergency and extend the City's declaration if needed due to COVID-19.

Before proceeding with Council discussion, Mayor Truax asked for a motion to adopt Resolution No. 2020-57.

VanderZanden read Resolution No. 2020-57 by title.

MOTION: Council President Wenzl moved, seconded by Councilor Rippe, to

approve Resolution No. 2020-57 Amending the City of Forest Grove's Declaration of State of Emergency, Effective March 14, 2020, at 1:00 P.M., to be Extended and Remain in Effect Until 8:00 P.M. on June 22, 2020, Unless Superseded Sooner; Amending Resolution No. 2020-51.

Council Discussion:

Hearing no concerns from the Council, Mayor Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Councilors Kottkey, Rippe, Valenzuela, Valfre, Wenzl, and Mayor Truax. NOES: None. ABSENT: Councilor Uhing. MOTION CARRIED 6-0.

12. COUNCIL COMMUNICATIONS:

Kottkey reported stopping by the Black Lives Matter demonstration at the flag pole while out jogging, noting she is proud of the police department and it gives her hope. Kottkey echoed comments heard, especially Rippe's comments below.

Rippe reported attending the Black Lives Matter demonstration at the flag pole. Rippe voiced concerns pertaining to Race/Color discrimination, noting he would like to participate in establishing discord. In addition, Rippe reported the Economic Development Commission is planning to meet virtually on June 18, 2020. Rippe reported attending various regional-related virtual meetings.

Uhing was absent.

Valenzuela commended the community, colleagues, students and police officers for showing support at the Black Lives Matter demonstration at the flag pole. Valenzuela voiced concerns pertaining to the need of having more accountability and consequences for action.

Valfre reported attending the Black Lives Matter demonstration at the flag pole. Valfre voiced concerns pertaining to recognizing systematic inequalities. In addition, Valfre reported attending various regional-related virtual meetings.

Wenzl voiced concerns pertaining to racial injustices, noting people are looking at the City for leadership and acknowledgement of the demonstrators as well as responsibility and accountability for transparency. Wenzl noted there is work that has to be part of the budget process for human equality. In addition, Wenzl reminded everyone of Proud Month, which takes place in June, noting that riots change laws.

13. City Manager's Report:

VanderZanden addressed the Black Lives Matter demonstration, noting he attended the demonstration, which was a peaceful protest, and he spoke with organizers about including them in the new police chief's hiring process. VanderZanden reported a new Business Recovery Center (BRC) will open in Forest Grove on Wednesday, June 17, at Adelante Mujeres, 2030 Main Street, noting the BRC is intended to serve as a "one-stop" location for area businesses to access resources to mitigate COVID-19 impacts and assist with economic recovery in accordance with re-opening guidelines of the State. In addition, VanderZanden reported on various department-related activities and projects, noting City Hall has re-opened all public counters, except the Library and Aquatic Center, which remain closed at this time.

14. MAYOR'S REPORT:

Mayor Truax reported attending the Black Lives Matter demonstration at the flag pole. Mayor Truax commended Interim Police Chief Riemann's attendance and Forest Grove police officers who brought bottled water for the demonstrators. Mayor Truax announced dates of importance as noted in the Council Calendar, noting Council Candidacy Election Packets are available now at the City Recorder's Office, during business hours, or online on the City's website. Filing period is no earlier than 9:00 a.m., July 6, 2020 (120-days before election) and no later than 5:00 p.m., August 25, 2020 (70-days before election). On November 3, 2020, General Election, citizens of Forest Grove will vote to fill three City Councilor positions (seats currently held by Councilors Timothy Rippe, Adolph "Val" Valfre, Jr., and Elena Uhing who are eligible for re-election). In addition, Mayor Truax reported on various county and regional-related matters of interest. In conclusion, Mayor Truax read his Mayor's Message, which was published on the City's website.

City Council Meetings:

Mayor Truax opened the floor and roundtable discussion ensued as Council discussed whether to meet in-person or virtually for the June 22, 2020, Council meeting. Mayor Truax advised that he acknowledges the need to get back to conducting Council meetings in-person, noting he prefers meeting face-to-face as he struggles with meeting virtually and acknowledging Council's presence; however, Mayor Truax also recognized that a number of Councilors have indicated vulnerabilities and preferred attending virtually, to which Kottkey, Rippe and Valfre preferred meeting virtually as long as possible. In conclusion of the Council roundtable discussion, Council collectively concurred to meet virtually for the June 22, 2020, Council meeting.

15. **ADJOURNMENT:**

Mayor Truax adjourned the regular Council meeting at 9:21 p.m.

Respectfully submitted,

Anna D. Ruggles, CMC, City Recorder

3B



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Monday, June 22, 2020
City Council Executive Session Minutes **5:15 p.m., Community Auditorium**

Minutes are unofficial until approved by Council.

1. CALLED TO ORDER AND ROLL CALL:

Mayor Peter Truax called the Executive Session to order at 5:15 p.m. via Webex Video Conference

COVID-19: Due to the emergency declaration resulting from COVID-19 (Coronavirus disease) and protocols, the **City Council conducted the Executive Session remotely by video conferencing.** The meeting was remotely video conferenced by City Recorder Ruggles at the Community Auditorium.

ROLL CALL: COUNCIL PRESENT ATTENDED BY WEBEX REMOTELY: Kristy Kottkey; Timothy Rippe; Elena Uhing; Mariana Valenzuela; Adolph "Val" Valfre; Malynda Wenzl, Council President; and Mayor Peter Truax.

STAFF PRESENT: Anna Ruggles, City Recorder, was excused from video conferencing after roll call.

2. EXECUTIVE SESSION:

The City Council met in Executive Session in accordance with:

ORS 192.660(2)(I) to review and evaluate the employment-related performance of the City Manager.

3. ADJOURNMENT:

Mayor Truax adjourned the Executive Session at 5:58 p.m.

Respectfully submitted,

Anna D. Ruggles, CMC, City Recorder



Council Liaison: Vacant
Members Present: Mark Nakajima, Chair; Bruce Countryman; David Hunter, Lance Schamberger, Jen Warren
Student Advisor: Declan Lynch - present
Members Absent: Michael Howell, Vice Chair
Staff Liaison: Dan Riordan – present

Call to Order and Role: The February 19, 2020, meeting was called to order by Chair Nakajima at 5:35 pm.

Citizen Communication: None

Minutes Approval: David made a motion, seconded by Declan, to approve the January 15, 2020, minutes as presented. The motion passed unanimously.

Action Items/Discussion:

1. **Continue Discussion of Bylaw Revisions** – The Commission continued review of possible changes to the CFC bylaws. The Commission agreed to review the bylaws further before taking action at the Commission's March 18th meeting.
2. **Arbor Day 2020 – Finalize Program** – The Commission discussed the upcoming Arbor Day tree planting to be held at Thatcher Park on national Arbor Day, April 24, 2020. The Commission noted the passing on Councilor Thompson and discussed honoring Councilor Thompson for his passion and support of the Commission's mission. The Commission would like to recognize Councilor Thompson at the City Council's April 13th meeting and at the Arbor Day celebration on April 24th. The Commission supported purchasing a Magnolia tree for planting on April 24th in honor of Councilor Thompson and having a memorial plaque made.

Jen made a motion, seconded by David, to have two banners made for the Arbor Day Foundation's recognition of Forest Grove as a Tree City USA for 30 years. The motion passed unanimously. The banners will be placed at the north and east entrances to the City.

Bruce suggested the City place informational brochures at the Library during April for Arbor Month.

Liaison Update: Dan noted the street tree in front of the La Hacienda event center on Main Street was removed by the Public Works Department.

Member Update: David noted a webinar he attend hosted by the Southeast Forestry Extension Service. David stated Clemson University has a program to pay property owners to replace Bradford pear trees. The trees were introduced in the 1960s and were used for landscaping. The Chinese graft causes problems due to long thorns. David recommended the Commission consider creating a program similar to Clemson's to phase out the Bradford pear trees locally.

Next Meeting: March 18, 2020, 5:30 pm at the City Auditorium.

Meeting Adjournment: David made a motion, seconded by Declan to adjourn the meeting at 6:27 pm. The motion passed unanimously.

Respectfully submitted,

Dan Riordan
CFC Staff Liaison



**Planning Commission
Community Auditorium and Webex
1915 Main Street, Forest Grove, OR
Monday, June 15th, 2020, 7:00 pm**

1. CALL TO ORDER AND ROLL CALL:

Chair Phil Ruder called the Planning Commission meeting to order at 7:00 p.m. via Webex Video Conference.

COVID-19: Due to the emergency declaration resulting from COVID-19 (Coronavirus disease) and protocols, the Planning Commission limited in-person contact and social distancing. **The Planning Commission conducted the meeting remotely by video conferencing.** The meeting was remotely video conferenced by Planning Commission Coordinator Cassi Bergstrom and Senior Planner James Reitz as well as televised live from the projector screen at the Community Auditorium by Tualatin Valley Community Television (TVCTV) Government Access Programming LIVE Channel 30 and live streamed on MACC TVCTV YouTube Channel 30. The public was allowed to attend and observe in the Community Auditorium as space allowed (no more than 10 persons total at one time). Written comments on items not on the agenda and written testimony regarding the public hearing were accepted if submitted by June 15th, 2020, 3 p.m. to Senior Planner James Reitz.

Roll Call:

Planning Commission Present via Webex Remotely: Phil Ruder, Chair; Hugo Rojas, Vice Chair, Commissioners Ginny Sanderson, Joel Redwine, Dale Smith and Julie Danko.

Planning Commission Present: Commissioner Lisa Nakajima (in the Community Auditorium).

Planning Commission Excused: None.

Staff Present: Bryan Pohl, Community Development Director (in the Community Auditorium); James Reitz, Senior Planner (in the Community Auditorium); Cassi Bergstrom, Planning Commission Coordinator (in the Community Auditorium).

2. PUBLIC MEETING:

A. PUBLIC COMMENT PERIOD FOR NON-AGENDA ITEMS:

None.

B. PUBLIC HEARING:

(1.) File No. 311-20-000010-PLNG – Planned Residential Development consisting of 20 attached homes located at 2354 Kingwood Street

Chair Phil Ruder opened the quasi-judicial public hearing at 7:04 p.m., reading the hearing procedures, criteria, and asked for disclosure of any conflicts of interest, ex-parte contacts, bias, or abstentions. There were no conflicts of interest and no challenges from the audience.

Senior Planner James Reitz gave a Power Point presentation, showing the location and aerial view of the site. Mr. Reitz summarized the application, explaining the local street system. Currently Kingwood Street is a private drive and the City proposes the applicant dedicate half of the right-of-way with a termination at the north property line of 2355 Kingwood Street. There is a future planned extension of Laurel Street that will be applicant driven.

Mr. Reitz showed the architecture of the 3-story townhomes, which include one-car garages. Overall there will be 40 on-site spaces provided for the 20 units proposed, exceeding the city standard parking requirement. The architectural elevations were shown and comply with the Development Code's building design standards for multi-unit development.

Mr. Reitz showed the landscape plan and greenspace of the area with a robust selection of street trees and shrubbery. Fencing is being proposed along the west end of the property. A play structure with benches in the greenspace is being recommended by staff.

Commissioner Nakajima inquired if there is fencing or division between the attached homes for backyard privacy, and Mr. Reitz responded that it was not shown in the drawing by the applicant.

Staff recommends approval of the requested conditional use application with the following conditions: Kingwood Street shall be designed as a cul-de-sac, terminating in the vicinity of 2355 Kingwood Street; a play structure shall be installed within a fenced enclosure with two benches minimum installed.

CORRESPONDENCE:

No correspondence was received.

APPLICANT:

John DeJong, PO Box 80483, Portland, OR 97280:

Mr. John DeJong came to the front to speak as the applicant for the project. Mr. DeJong stated he is in agreement with the conditions of approval the City has recommended. In regards to fencing, the landscape plan shows fencing that divides the attached lots from each other for more rear yard privacy.

Commissioner Redwine inquired if the site is environmentally friendly. Mr. DeJong answered that they are to be in compliance with Clean Water Services regulations, and the storm water is to be treated in a water quality facility before making its way to the storm water system. All the landscaping will be done by a landscaper with northwest native plants.

Commissioner Rojas asked if any of the units will be considered affordable. Mr. DeJong responded that the rentals will be market value, and the units that are homeowner occupied will be \$300,000 to \$350,000.

PROPONENTS:

Dick Reynolds, Property Owner, PO Box 431, Banks, OR 97116:

Mr. Dick Reynolds came to the front, explaining he is the husband of the property owner along with her sister. Mr. Reynolds stated that they are all in support of the application and the quality development.

OPPONENTS:

Craig Enstrom, 5120 SW 198th Ave, Aloha, OR 97007:

Mr. Craig Enstrom came to the front, explaining that he owns the property next door. Mr. Enstrom wants clarification regarding Kingwood Street, and Mr. Reitz explained that the existing Kingwood Street easement is a private easement, and the City has no authority over access regarding the road. Mr. Enstrom stated that there is a lot of foot traffic that uses the easement to access Casey Meadows. Mr. Reitz explained that whoever owns the easement has the ability to block access or post it as private drive. Staff has recommended that the Kingwood right-of-way be extended and terminated at the end of the applicant's property and the property located at 2355 Kingwood Street.

OTHER:

None.

REBUTTAL:

None.

Chair Ruder closed the public hearing at 7:46 p.m.

COMMISSIONER DISCUSSION:

Chair Ruder asked for any questions or discussion, and added that the access is not favorable to Casey Meadows. The City needs to improve those roads sooner rather than later.

Commissioner Nakajima stated that she is happy with the way the units are spread out on the property and not just one large mass, but has a concern with that many units located on a smaller lot. Chair Ruder stated the minimum density was met.

Commissioner Danko stated that there is a lot of landscaping, and was wondering how it will be maintained. Mr. DeJong explained that a Homeowners Association will be required to maintain the landscaping. Mr. DeJong also went on to say that they would be willing to post the remainder of Kingwood Street as a private drive.

Commissioners were in agreement that the project is desirable for that area.

Commissioner Sanderson moved a motion to approve file number 311-20-00010-PLNG – Planned Residential Development consisting of 20 attached homes located at 2354 Kingwood Street with the conditions recommended by the City. Commissioner Nakajima seconded the motion.

Roll Call Vote on Motion: AYES: Chair Ruder; Vice Chair Rojas; Commissioners Sanderson, Nakajima, Redwine, Smith, and Danko. NOES: None. ABSENT: None. MOTION CARRIED 7-0.

(2.) File No. 311-20-00038-PLNG – Site Plan and Design Review of a proposed 6,095-square-foot commercial building with drive through and parking located at 3424-3438 Pacific Avenue and 1943 Oak Street

Chair Phil Ruder opened the quasi-judicial public hearing at 7:52 p.m., reading the hearing procedures, criteria, and asked for disclosure of any conflicts of interest, ex-parte contacts, bias, or abstentions. There were no conflicts of interest and no challenges from the audience.

Senior Planner James Reitz gave a Power Point presentation, showing the location, history, and aerial view of the site. Mr. Reitz summarized the application, explaining the proposal is to build a single story 6,095 square foot commercial building with drive through, landscaping, and outdoor seating located within the Community Commercial zoning district.

Mr. Reitz showed the site plan, which has three tenant spaces available and a car park providing 61 spaces. Vehicular access would come off of Poplar Street. Both the Pacific Avenue and Poplar Street frontages would be fully improved. An on-site covered trash enclosure will be required. Staff recommends approval of the site plan and design review permit with an optional condition of reducing the on-site car park by 11 spaces.

Commissioner Nakajima spoke against the optional condition, as parking along Pacific Avenue is not an option.

CORRESPONDENCE:

No correspondence was received.

APPLICANT:

Josh Veentjer, 1212 SW Fairflax Pl, Portland, OR 97225:

Mr. Josh Veentjer joined in via Webex to speak as the applicant for the project. Mr. Veentjer stated that they are excited about the project, and two tenants will be Starbucks and Mod Pizza. They have not had an opportunity to advertise much for the third suite due to COVID restrictions.

Commissioner Nakajima made comment that a sufficient garbage area will be needed for the tenants, and Mr. Veentjer stated that they are providing a covered garbage area that will be sufficient.

PROPOSERS:

None.

OPPOSERS:

None.

OTHER:

Ryan Wells, 3315 17th Ave, Forest Grove, OR 97116:

Mr. Ryan Wells came to the front, stating he is mostly in support of the application but wants to voice his concerns regarding the access off Poplar Street. Mr. Wells uses Poplar Street to access his residence from Pacific Avenue. Mr. Wells is concerned regarding the access to the building off Poplar Street and the proximity the access is from Pacific Avenue as the highway is classified as an arterial street. The City's Development Code states a curb cut must be at least 100 feet from an arterial road, but the way the lot is configured that is not possible. Mr. Wells would like to see the developer move the driveway cut to address the potential intersection conflict. With the development occurring to the south the traffic in the area will significantly increase.

REBUTTAL:

Mr. Veentjer stated that they have worked really hard with Starbucks to provide a lot of on-site queuing for the drive through, and doesn't know what more can be done to improve the access. Moving the curb cut five feet will not make enough of an impact.

Mr. Wells proposed a solution of moving the 9 parking spaces to the north side of the drive aisle to make the access as far south as possible on the property. Mr. Veentjer stated that would cause cars to possibly queue behind parked vehicles. Mr. Wells understands that the site may be too constrained to make the adjustment and he appreciates the consideration.

Commissioner Redwine believes this queuing is very fluid.

Commissioner Sanderson expressed her support in the current parking lot design.

Chair Ruder closed the public hearing at 8:33 p.m.

COMMISSIONER DISCUSSION:

Chair Ruder asked for any questions or discussion. Commissioners agreed the design and parking as proposed is appropriate for the project.

Commissioner Nakajima moved a motion to approve file number 311-20-000038-PLNG – Site Plan and Design Review of a proposed 6,095-square-foot commercial building with drive through and parking located at 3424-3438 Pacific Avenue and 1943 Oak Street, leaving off the optional staff condition reducing the parking. Vice Chair Rojas seconded the motion.

Roll Call Vote on Motion: AYES: Chair Ruder; Vice Chair Rojas; Commissioners Sanderson, Nakajima, Redwine, Smith, and Danko. NOES: None. ABSENT: None. MOTION CARRIED 7-0.

C. ACTION ITEMS:

None.

D. WORK SESSION ITEMS:

None.

3. BUSINESS MEETING:

A. APPROVAL OF MINUTES:

Vice Chair Rojas moved to approve the minutes of the May 18th, 2020 meeting. Commissioner Danko seconded. Motion passed 7-0.

B. REPORTS FROM COMMISSIONERS/SUBCOMMITTEES:

None.

C. DIRECTOR'S REPORT:

Commissioner Danko asked how the City notifies the public regarding public hearings. Community Development Director Bryan Pohl responded that property owners within 300 feet of the project are notified via a mailed notice, a Notice of Hearing is published in the local newspaper, an update a week prior on the website is posted, and the public is always welcome to contact staff. Chair Ruder wondered if social media can be used to post meeting information, as it would get the word out more effectively. Mr. Pohl responded that as of right now there is not a proper forum to post public hearings on social media but the City is working on its communications plan.

Mr. Pohl updated the Commissioners on upcoming meetings: July 6th, 2020 will be a public hearing for a 196-unit apartment complex; July 20th staff hopes an in-person work session can occur for the Neighborhood Mixed Use zoning.

Staff applied for a DLCD Grant to help prepare the costs of development regarding the Westside plan and it was granted.

D. ANNOUNCEMENT OF NEXT MEETING:

The next meeting is to be held on July 6th, 2020.

E. ADJOURNMENT:

The meeting was adjourned at 8:53 p.m.

Respectfully submitted by:

Cassi Bergstrom
Planning Commission Coordinator



Monthly Building Activity Report

June-20

2019-2020

3E

Category	Period:	June-19	Period:	June-20
	# of Permits	Value	# of Permits	Value
Man. Home Setup	1			
Sing-Family New	7	\$2,008,375	8	\$2,255,262
SFR Addition & Alt/Repair	8	\$112,710	7	\$67,495
MultiFamily New				
MultiFamily Alteration/Repair				
Group Care Facility			1	\$22,000
Commercial New			1	\$163,766
Commerical Addition				
Commercial Alt/Repair	7	\$83,200	2	\$335,000
Industrial New				
Industrial Addition				
Industrial Alt/Repair	4	\$182,153	1	\$14,490
Gov/Pub/Inst (new/add)	1	\$18,000	1	\$3,229,000
Signs				
Grading			2	
Demolitions	1		2	
Total	29	\$2,404,438	25	\$6,087,013

Fiscal Year-to-Date

2018-2019		2019-2020	
Permits	Value	Permits	Value
333	\$67,821,597	230	\$38,132,144

STAFF RECOMMENDATION:

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



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CITY RECORDER USE ONLY:

AGENDA ITEM #: _____

MEETING DATE: _____

FINAL ACTION: _____

LIQUOR LICENSE RECOMMENDATION

BUSINESS NAME / INDIVIDUAL: Diamond Place Restaurant

BUSINESS LOCATION ADDRESS: 1921 Main Street, Forest Grove

LIQUOR LICENSE TYPE: Full On-Premises Sales

CITY BUSINESS LICENSE: 20240

1. TYPE OF LICENSE:		2. LICENSE FEE:	
<input checked="" type="checkbox"/>	F-COM – Full On-Premises Sales	<input type="checkbox"/>	L – Limited On-Premises Sales
<input type="checkbox"/>	F-CAT – Full ON-Premises Sales, Caterer	<input type="checkbox"/>	O – Off-Premises Sales
<input type="checkbox"/>	F-FPC/F-CLU – Full On-Premises, Private	<input type="checkbox"/>	SEW – Special Event Winery
<input type="checkbox"/>	F-PL – Full On-Premises Public Location	<input type="checkbox"/>	SEG – Special Event Grower
<input type="checkbox"/>	TSL – Temporary Sales License	<input type="checkbox"/>	SED – Special Event Distillery
<input type="checkbox"/>	BP – Brewery Public House	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	FULL ON-PREMISES SALES	<input type="checkbox"/>	LIMITED ON-PREMISES SALES
Allows sale and service of distilled spirits, malt beverages, wine and cider for consumption on licensed premises and required to have dining seating. Allows sale of malt beverages, wine and cider in securely covered container (growler) for consumption off licensed premises. Also allows applying for temporary use of annual license for special events off-premises.		Allows sale and service of malt beverages, wine and cider for consumption on licensed premises. Allows sale of malt beverages, wine and cider in securely covered container (growler) for consumption off licensed premises. Also allows applying for temporary use of annual license for special events off-premises.	
		BREWERY – PUBLIC	
		Allows manufacturing malt beverages and to sell and distribute to patrons and wholesalers. Allows sale of malt beverages, wine and cider in securely covered container (growler) for consumption off licensed premises.	

APPLICABLE CRIMINAL RECORDS CHECK:

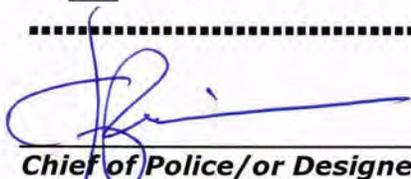
NONE

SUPPORTING DOCUMENTATION ATTACHED

RECOMMENDED ACTION:

FORWARD WITH APPROVAL

REJECT APPLICATION (Memorandum Required)



Chief of Police/or Designee

6.22.2020

Date

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<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>6.</u>
MEETING DATE:	<u>07/13/2020</u>
FINAL ACTION:	<u>ORD 2020-04</u> <u>First Reading</u>

CITY COUNCIL STAFF REPORT

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

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

MEETING DATE: *July 13, 2020*

SUBJECT TITLE: *Public Hearing and First Reading of an Ordinance to Amend the Forest Grove Code to Adopt New Bylaws for Community Forestry Commission*

ACTION REQUESTED:

<input checked="" type="checkbox"/>	Ordinance	<input type="checkbox"/>	Order	<input type="checkbox"/>	Resolution	<input checked="" type="checkbox"/>	Motion	<input type="checkbox"/>	Informational
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X all that apply

ISSUE STATEMENT: The City Council has implemented a plan to standardize the bylaws of the City’s Boards and Commissions. The Community Forestry Commission (CFC) bylaws are incorporated in the City Code §35.090 through §35.099. An ordinance updating the CFC bylaws is attached for Council consideration.

BACKGROUND: The City Council created the CFC to advise on matters related to the urban forest. The CFC bylaws are in the City Code because the CFC conducts public hearings on matters affecting the City’s Significant Tree Register.

The attached ordinance follows the Council-approved bylaws template and current City Code format. In general, the ordinance updates the bylaws to clarify language and formally recognize the CFC’s function as the City’s tree board for Tree City USA® qualification, role conducting the City’s annual Arbor Day celebration, and responsibility for overseeing the City’s Urban Forest Management Plan. In addition, language is being updated so it is consistent with the criteria and procedures found in the adopted Development Code §17.5.140 Register Tree Designation.

The CFC reviewed the attached ordinance and unanimously approved proposed revisions to the Code at their June 17, 2020 meeting.

FISCAL IMPACT: Adoption of the ordinance will have no fiscal impact on the City.

STAFF RECOMMENDATION: Staff recommends adoption of the ordinance to amend the Forest Grove Code as described above.

ATTACHMENT: Ordinance amending Community Forestry Commission bylaws



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NOTICE OF PUBLIC HEARING FOREST GROVE CITY COUNCIL

NOTICE IS HEREBY GIVEN that the Forest Grove City Council will hold a Public Hearing **Monday, July 13, 2020, at 7:00 p.m.** or thereafter, in the Community Auditorium, 1915 Main Street, Forest Grove, to review the following:

PROPOSAL: Amendments to Forest Grove Code Chapter 35, City Organizations, § 35.090 through § 35.099. The proposed amendments are amending the Community Forestry Commission Bylaws.

The hearing is open to the public and interested parties are encouraged to attend. A copy of the staff report and proposed ordinance is available before the hearing at the City Recorder's Office or by visiting the City's website at www.forestgrove-or.gov. Written comments or testimony may be submitted at the hearing, emailed to aruggles@forestgrove-or.gov, or sent to the attention of the City Recorder's Office, P. O. Box 326, 1924 Council Street, Forest Grove, OR 97116. For further information, please contact the City Recorder's Office, 503.992.3235.

###

Anna D. Ruggles, CMC, City Recorder
City of Forest Grove



ORDINANCE NO. 2020-04

**ORDINANCE AMENDING FOREST GROVE CODE OF ORDINANCES
TITLE III (ADMINISTRATION), CHAPTER 35 (CITY ORGANIZATIONS),
§35.090 THROUGH §35.099, RELATING TO AMENDING
COMMUNITY FORESTRY COMMISSION BYLAWS**

WHEREAS, Statewide Planning Goal 5 requires the City to adopt a program to conserve open space and protect natural and scenic resources; and

WHEREAS, City Council appointed a Tree Task Force to develop a program of tree management; and

WHEREAS, the Community Forestry Commission (Commission) was established by Resolution No. 1992-23, which was adopted by the City Council on May 26, 1992, to continue the work of the Tree Task force and to implement and enforce the City's Tree Management Ordinance; and

WHEREAS, Resolution No. 1992-23 was amended by Resolution Nos. 1998-16, 1998-56 and 2002-56 pertaining to Commission membership and terms; and

WHEREAS, on March 9, 2009, City Council adopted Ordinance 2009-04, repealing and reenacting Chapter 9 of the Forest Grove Code, entitled Boards and Commissions and Miscellaneous Planning Provisions; and

WHEREAS, Chapter 9 of the Forest Grove Code §9.205 through §9.230 established the membership, terms of office, officers, meetings and rules, and powers and duties of the Community Forestry Commission; and

WHEREAS, on June 26, 2017, City Council adopted Ordinance 2017-02 approving the Forest Grove Code of Ordinances, including Title III, §35.090 through §35.098 titled Community Forestry Commission, and carried forward §9.205 through §9.230 of the Forest Grove Code; and

WHEREAS, pursuant to Resolution No. 2019-20, the Council amended its Council Rules of Procedure, §14, relating to the Advisory Boards, Commissions and Committees; and

WHEREAS, as set forth in §14.15, each Board and Commission is required to adopt by Council Resolution new Bylaws or rules of procedures following a standard template provided by the City; and

WHEREAS, the Community Forestry Commission reviewed and combined its existing Bylaws to form to the new template and unanimously approved the newly-revised CFC Bylaws (Exhibit A) at its meeting held on June 17, 2020; and

WHEREAS, Exhibit A prescribes the CFC's duties and responsibilities and re-establishes its existing membership.

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

Section 1. The City Council hereby amends Forest Grove Code of Ordinances Title III (Administration) §35.090 through §35.099, titled Community Forestry Commission, as set forth in Exhibit A.

Section 2. Resolution No. 1992-23, as subsequently amended, is hereby repealed in its entirety and portions of Ordinance No. 2009-04 thereof are hereby repealed to the extent of such inconsistency or conflict.

Section 3. This ordinance is effective 30 days following its enactment by the City Council.

PRESENTED AND PASSED this 13th day of July, 2020.

PASSED the second reading this 27th day of July, 2020.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 27th day of July, 2020.

Peter B. Truax, Mayor

ORDINANCE NO. 2020-04
EXHIBIT A

(New text underlined and deleted text is ~~struck through~~)

COMMUNITY FORESTRY COMMISSION

§ 35.090 PURPOSE.

(A) The purpose of the Community Forestry Commission (CFC) is to encourage broad-based community representation and to advise City Council on public policy issues affecting Forest Grove and Council adopted Goals and Objectives related to the urban forest. The CFC is directly responsible to the Council.

(B) The CFC shall also serve as the City's Tree Board for Tree City USA® qualification.

§ 35.0901 MEMBERSHIP.

(A) Members of the Community Forestry Commission (CFC) CFC shall be composed of seven members and one (1) student member who shall be appointed by the City Council.

(B) Three members may reside outside the corporate limits of the city.

(C) Members shall be selected from a variety of organizations, interest groups, people with expertise in the growing, planting, and maintenance of trees, and the public at large.

(D) Members are required to attend training courses as assigned and approved by City Council.

(E) An individual member may not act in official capacity.

(F) The City Council may in its discretion at any time remove a member for any reason, including inefficiency, neglect of duty, or malfeasances in office.

(G) Commission members serve without compensation.

§ 35.0912 TERMS OF OFFICE.

~~The term of each CFC member shall be three years with the terms staggered. A member may be removed by the City Council, after hearing, for misconduct or nonperformance of duty. Vacancies shall be filled by the Council for the unexpired term of the predecessor in office.~~

(A) CFC members shall be voting members and shall serve four (4) year terms.

(B) Student members shall be voting members and shall serve two (2) year terms. Student appointees must be high school grade level and residing or attending school, including home-schooled, in Forest Grove.

(C) Terms shall be staggered evenly amongst the membership, beginning January 1 and ending December 31.

(D) Once the assigned term of office is completed, the member is excused from the appointment unless City Council reappoints the member for another term of service.

(E) CFC Members must apply during open recruitment and be interviewed by City Council after each term to continue service. CFC members who fail to attend a scheduled interview may forfeit the opportunity for appointment or reappointment.

(F) Members may not serve on more than two (2) Boards or Commissions at the same time.

(G) Appointments to vacant positions shall be filled by City Council for the unexpired term.

§ 35.0923 OFFICERS.

~~At the first meeting in January of each year, the members shall elect a Chair, Vice-Chair and Secretary who shall be voting members and hold office at the pleasure of the CFC.~~

(A) The Chair and Vice Chair shall be elected by the voting members at the first regularly scheduled CFC meeting each year.

(B) The Chair may not serve more than 48-consecutive months.

(C) In the absence of the Chair and Vice Chair, at a meeting where a quorum is present, the member with the longest continuous service shall serve as Presiding Officer pro tem until such time the meeting is adjourned.

(D) The Chair shall:

(1) Preside over and facilitate all meetings, preserve order, enforce rules and determine the order of business.

(2) Compose the meeting agenda in consultation with the staff liaison, specifying the time, place and purpose of the meeting and listing the subjects anticipated to be considered.

(3) A CFC member may propose placing an item on the agenda at a regularly scheduled meeting. If approved by a majority of voting members present, the agenda item will be placed on the next regularly scheduled meeting agenda or an agreed upon future meeting agenda.

(4) The agenda shall follow a standard template provided by the City.

(5) Ensure that all actions are properly taken and recorded and, if required, sign findings and decisions.

(6) Present recommendations to the City Council and other bodies as designated by the Mayor, Council, or Council Liaison.

(7) The Chair shall submit and present an Annual Report to the City Council listing the CFC's major activities for the past year and objectives for the coming year.

(E) The Vice Chair shall preside in the absence of the Chair and acts as Chair when the Chair is unable to perform duties.

§ 35.0934 EXPENSES.

~~CFC Commission members shall not receive compensation or shall not incur expenses of any kind unless such expenses or expenditures have first been approved by the City Council be reimbursed for duly authorized expenses.~~

§ 35.0945 MEETINGS AND RULES PROCEDURES AND QUORUM.

~~A majority of the members serving on the CFC at any time shall constitute a quorum. The CFC shall conduct at least one meeting every three months or as needed. The CFC shall have the right to adopt such rules of order and procedure as it deems necessary, provided that it is consistent with the laws of this state and with the City Charter and city ordinances.~~

(A) Meetings:

(1) Unless otherwise required by state law or city code, the CFC shall hold meetings no less than four (4) times a year unless more frequently as established by the CFC.

(2) At the first regularly scheduled CFC meeting each year, the CFC shall adopt a schedule of its meetings and schedule its Annual Report presentation to City Council for the upcoming year, including meeting dates for holidays and canceled meetings.

(3) The CFC meeting agenda and packet shall be distributed to the CFC at least five (5) days prior to the meeting.

(4) All meetings are open to the public. Anyone wishing to speak to the CFC may do so under *Citizen Communications*. In the interest of time, comments may be limited to three (3) minutes unless additional time is granted by the presiding officer.

(5) The student member may provide a report at every meeting.

(6) A public meeting is defined as two (2) or more members meeting who have been delegated authority by the CFC to advise or make recommendations to the CFC.

(7) Special meetings may be called by a vote of the CFC at any regularly scheduled meeting, by the request of the Chair, Council Liaison, or written petition by three (3) or more CFC members.

(8) All meetings and hearings shall be held at a designated date, place and time in compliance with Public Meetings Law (ORS Chapter 192) and subject to Public Records Law (ORS Chapter 192).

(B) Minutes:

(1) The CFC may appoint a secretary at the first regularly scheduled CFC meeting of each year to take the CFC meeting minutes.

(2) Written minutes are required for all meetings.

(3) The minutes shall follow a standard template provided by the City.

(4) The meeting minutes shall briefly summarize what took place and must include: 1) any action items, 2) attendance, and 3) vote of each member. Verbatim minutes are not required.

(5) Staff may take minutes if the CFC requests the City to do so.

(6) Staff shall review the minutes to assure compliance with state law.

(7) Staff shall post the approved minutes to the website as soon as possible.

(C) Attendance:

- (1) Members are expected to attend every meeting.
- (2) Members shall notify the staff liaison prior to the regular meeting to report an absence.
- (3) The Chair, with the consent of the CFC, may submit a recommendation to City Council to deem a member's position vacant for three (3) or more absences in a 12-month period.
- (4) The City Recorder's Office shall notify any member who has three (3) or more absences in a 12-month period that their position may be subject to vacancy.

(D) Quorum:

- (1) Unless otherwise required by state law, a majority of the total number of voting CFC members constitutes a quorum.

(E) Voting and Decision Making:

- (1) Roberts Rules of Order Newly Revised shall govern all proceedings unless they conflict with these rules.
- (2) The Chair has the right to vote whenever a vote is cast. In the case of a tie vote with the Chair voting, the motion fails.
- (3) The CFC shall operate in the general public interest serving the community as a whole. The CFC shall serve no special interest(s) or endorse any commercial product or enterprise.

(F) Conflicts of Interest and Ethics Law:

- (1) CFC members are considered public officials subject to the Oregon Government Ethics Law (ORS 244), which seeks to prevent a public official from receiving financial gain or avoiding a financial detriment because of their status as a public official.
- (2) CFC members are subject to the Restrictions on Political Campaigning when acting in official capacity (ORS 260.432).
- (3) A civil penalty may be imposed by the State for each violation of any provision of the ORS.

(G) Role of Council Liaison:

- (1) The Council liaison shall be appointed by the Mayor, with the consent of the City Council, and shall be a non-voting member.
- (2) Council Liaison's role is to collaborate between the City Council and the CFC to assure each group's collective interest is accurately and effectively represented to the other, including actively attending and reporting to each entity at their regular scheduled meetings.
- (3) The Council Liaison shall have the freedom of the floor at all times to present Council's views and to comment or suggest actions to the CFC.

(H) Role of Staff Liaison:

(1) The staff liaison shall be appointed by the City Manager and shall be non-voting. The staff liaison shall assist the CFC by utilizing their expertise regarding city policy and process.

(2) The staff liaison shall:

(a) Orient newly-appointed members prior to the first meeting on the duties and responsibilities of being a CFC.

(b) Review the agenda in consultation with the CFC Chair. The agenda shall follow a standard template provided by the City.

(c) Prepare, post and distribute the CFC packet at least five (5) days prior to the meeting. Post the final agenda on the bulletin board at the meeting location.

(d) Prepare CFC meeting minutes, briefly summarizing what took place and must include any action items, attendance and vote of each member.

(e) Report any member who has three (3) or more absences in a 12-month period to the City Recorder's Office.

(f) Additional staff liaison duties and responsibilities may be found in the Council Rules, Section 14.

(I) Registry:

The City Recorder's Office shall maintain a current roster of all members, including appointment date, length of unexpired term, and contact information. The roster may be subject to Public Records Law (ORS Chapter 192). A copy of the roster shall be provided to Council and staff liaison at least once per year or upon any substantial change in membership.

(J) Amending Bylaws:

(1) A majority of all members must vote affirmatively to modify the CFC bylaws on at least two separate readings at two separate meetings.

(2) A final decision on a bylaw change shall not be made until at least the next regular meeting following the introduction and second of the motion.

(3) All bylaws or rules, including changes, must be approved by the City Council.

(4) Bylaws shall follow a standard template provided by the City.

§ 35.0956 POWER AND DUTIES.

The CFC is authorized to:

(A) Maintain the city's Significant Tree Register (Tree Register) by:

(1) Holding public hearings for designation of register trees and making recommendations recommending to the City Council consistent with this subchapter designation of properties trees with significant trees that meet the criteria for Tree Register designation. All such designated landmarks shall be included in the Significant Tree Register.

~~(2) Holding public hearings for the removal of register tree designation and making recommendations recommending to the City Council consistent with this subchapter the removal of a trees that meet the criteria for removal from the Tree Register from the Significant Tree Register pursuant to this section.~~

~~(B) Ensure that significant trees are Promote protected protection and care pruned appropriately through the review and approval or disapproval of major pruning of register trees in accordance with best arboriculture practices the criteria in the Development Code;~~

~~(C) Review proposed activities by the City and other public agencies that may seriously affect register protected trees and advise the Director, the Planning Commission, and City Council regarding such matters;~~

~~(D) Consider appeals of administrative decisions and Director referrals related to permits for removal or pruning protected trees. Appeals of CFC decisions shall be considered by City Council following the procedures set forth in the Development Code for Type I (Administrative Decisions).~~

~~(DE) Perform other activities relating to community trees urban forest including, but not limited to:~~

~~(1) Providing public education on the history and importance of the registered trees Tree Register;~~

~~(2) Providing advice to the City Council and other City boards on protection of trees in the community tree care and best management practices;~~

~~(3) Recommending to City Council or Planning Commission revisions to the Forest Grove Tree Protection ordinance contained in the Development Code;~~

~~(34) Providing technical information of related to community tree issues;~~

~~(5) Making recommendations to the City Council for community forestry related programs and policies;~~

~~(6) Maintaining criteria for inventory and evaluation to implement the purposes of this section Assist with the preparation and implementation of an urban forestry plan;~~

~~(7) Periodically reviewing and making recommendations for updating the Significant Tree Register and urban forestry plan;~~

~~(8) Coordinating the City's annual Arbor Day celebration; and~~

~~(9) Recommending to the City Council the acceptance of grant funds and donations toward the protection and planting of trees in the community.~~

~~(EF) Adopt rules and procedures for the operation of the CFC.~~

§ 35.0967 CRITERIA AND PROCEDURE FOR DESIGNATION OF REGISTER TREES.

~~(A) *Inventory.* An inventory shall be conducted of significant trees (including groves) which could qualify for being placed in the Register. The criteria for designation of register trees are as follows:~~

~~(1) *Register Tree criteria.* An individual tree shall be considered significant if the Community Forestry Commission finds A tree may be recommended for Tree Register designation if the CFC finds:~~

- ~~(a) The tree has a distinctive size, shape, or location which warrants a significant status;~~
- ~~(b) The tree has a special botanical significance as a specimen in the City area;~~
- ~~(c) The tree possess exceptional beauty which warrants a significant status;~~
- ~~(d) The tree is significant due to functional or aesthetic relationship to a natural resource;~~
- ~~(e) Along with one of the above, the tree is significant based upon its association with historic figures, properties, or general growth and development of the City.~~

~~(2) *Grove criteria.* A tree grove shall be considered significant of the CFC finds A grove may be recommended for Tree Register designation if the CFC finds:~~

- ~~(a) The tree grove is relatively mature and evenly aged;~~
- ~~(b) The grove has a purity of species composition, is of a rare or unusual nature, or is an exceptional example of a type of forest such as riparian or woodland;~~
- ~~(c) The grove is in a healthy growing condition;~~
- ~~(d) The grove has a crucial functional and/or aesthetic relationship to a natural resource; or~~
- ~~(e) The grove has a historic significance based upon its association with historic figures, properties, or the general growth and development of the City.~~

~~(B) *Update of ~~tree inventory~~ Tree Register.* Provisions shall be made for periodic updates of the Tree inventory and possible Register as required by changes in the number and condition of significant trees.~~

~~(C) *Preparation of potential register tree list.* The CFC shall review the inventory and other pertinent information and draw up a proposed list of significant trees and groves of trees that the CFC believes meets the criteria to be placed on the Register.~~

~~(DC) *Notification.* Prior to the public hearings specified in Subsection D below, each property owner of the tree(s) or trees grove under consideration for Register Tree status shall be notified by mail. The notice shall inform tree or grove owners that can request in writing that the tree(s) on their property not be considered for Register status. Attached to the recommendation to Council shall be a list of current property owners who have requested their tree(s) not be placed on the Register. The notice shall also include, at a minimum, the following:~~

(1) A brief explanation of the existence and function of the City's ~~Register of Significant Trees~~ Tree Register;

(2) A statement that particular actions affecting the tree or grove will require prior review and action by the CFC or City staff, as provided in the Development Code;

(3) A statement that the CFC is available and willing to review on an informal basis any plans that may be prepared for work which might affect the tree grove; and

(4) A statement that the City can provide resource materials and guidance in developing plans for work which may affect the tree or grove.

(~~ED~~) *Public hearings.* The designation and updating of the ~~register~~ Tree Register list is classified as a Type IV procedure and is subject to all the procedures and timelines outlined in §40 17.1.710 of the Development Code. Designation requires public hearing before the following review bodies:

(1) Community Forestry Commission; and

(2) City Council

§ 35.0978 CRITERIA AND PROCEDURE FOR REMOVAL OF REGISTER TREE DESIGNATION.

(A) Removal of a designated tree from the Tree Register may be proposed by a property owner or his or her authorized agent, by the CFC, by the Director, or by the City Council. In proposing removal, an application shall be prepared and filed with the City using prescribed forms. Notice of the public hearing shall be given as prescribed in §§40 17.1.610 and ~~40~~ 17.1.620 of the Development Code for a Type III review.

(B) The CFC shall ~~consider and act on the request~~ hold a public hearing, adopt findings addressing the criteria and make a recommendation to the City Council. ~~The CFC shall act to recommend approval of the request as submitted, approve the request with modifications, or delay the request.~~

(1) The CFC shall make its decision on the basis of the criteria contained in §~~35.096~~ 17.5.140(C) of the Development Code and shall make specific findings of fact as to whether the tree has lost its significant value based on these criteria.

(2) ~~The CFC has one of two options as follows:~~

(a) ~~The CFC can stay the request for removal from the Register by making specific findings of fact as to why the tree should be retained on the Register, and request review by the City Council.~~

(b) ~~The CFC can require a delay of up to one year to explore methods and options of retaining the tree on the Register in its present location, or having the tree moved at a cost to the applicant of \$300. If at the end of one year the tree has not been moved or protective arrangements completed, the owner may remove the tree from Register. Under an appeal of the delay requirement, the City Council has the option of denying a request for removal from the Register.~~

§ 35.0989 ANNUAL NOTIFICATION OF REGISTER TREE OWNERS.

(A) Once each year, between January 1 and April 1, the City shall mail a notice to the owners and occupants of the property on which each register tree is located.

(B) The list of owners shall be drawn from the most recent tax roll of the County Assessor. The list of occupants shall be drawn from the most recent listings posted in the unified billing accounts of the City.

(C) The purpose of the notice shall be inform or to remind the owners and occupants of the property that such tree or grove has been found by the City to be a significant tree or grove, and that the listing on the Tree Register subjects the tree or grove to certain review requirements and may require permit and City approval.

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A place where families and businesses thrive.

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>7. & 8.</u>
MEETING DATE:	<u>07/13/2020</u>
FINAL ACTION:	<u>RESO 2020-69</u> <u>RESO 2020-70</u>

CITY COUNCIL STAFF REPORT

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Gregory H. Robertson, P.E., AICP, CFM*

MEETING DATE: *July 13, 2020*

SUBJECT TITLE: *10th Avenue Sewer Main Project Improvement District*

ACTION REQUESTED:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ordinance	Order	X	Resolution	X	Motion	Informational

X all that apply

ISSUE STATEMENT: Consider two resolutions to: 1) accept the Engineer’s Report for construction of a sewer main and service laterals in the 10th Avenue right of way from Elm Street to its easterly terminus and 2) signify an intention to create a special improvement district for construction of the same.

BACKGROUND: A petition has been filed by property owners along 10th Avenue to establish a special improvement district to construct a sewer main and service laterals. A special improvement district is a public finance tool available to local governments to construct certain public improvements. The applicable sections of City Code are 151.080 through 151.098 which outlines the process to be followed.

The proposed district boundary included with the petition contains four properties that will benefit from the improvement. All record property owners within the proposed boundary have signed the petition in favor of creating the special improvement district.

The process of creating a special improvement district involves several steps. The first step involves consideration and acceptance of the Engineer’s Report by resolution. This report contains all of the basic information that characterizes the proposed district. Elements include, plans, cost estimate, recommended method of assessment, duration of the district, etc. The proposed resolution accepting the Engineers Report is attached for Council consideration.

The second step in the process, once the Engineer’s Report is accepted by resolution, is to announce Council’s intention to create the district. For Council’s consideration, a proposed resolution is attached. This resolution briefly details elements of the proposed district and directs the City Recorder to set a hearing on the question of forming a special district. It further directs the City Recorder to provide written notice to all property owners of record within the proposed district as well as publishing the same notice in a newspaper of general circulation.

FISCAL IMPACT: The estimated cost of the project is \$193,500. This amount will be paid up front by the sewer fund to construct the project and repaid by all property owners of record within the special district over a period of ten years. The detailed cost estimates is attached.

STAFF RECOMMENDATION: Staff recommends approval of the resolution accepting the Engineer's Report. Staff further recommends approval of the resolution announcing the Council's intention to form the proposed district.

ATTACHMENT(s):

Engineer's Report including required attachments
Resolution accepting the Engineer's Report
Resolution of Intention to Form Proposed District



RESOLUTION NO. 2020-69

RESOLUTION ACCEPTING THE CITY ENGINEER'S DRAFT REPORT ON THE FORMATION OF A PROPOSED SPECIAL IMPROVEMENT DISTRICT, PURSUANT TO FOREST GROVE CITY CODE SECTION 151.080 THROUGH SECTION 151.098, FOR 10TH AVENUE BETWEEN ELM STREET TO ITS EASTERLY TERMINUS

WHEREAS, the City Engineer, consistent with the requirements of Forest Grove City Code Section 151.080 to 151.098, has prepared a written report addressing sewer main extension and individual service laterals for 10th Avenue between Elm Street to its easterly terminus and the formation of a proposed special improvement district to pay its cost; and

WHEREAS, the Council reviewed the Engineer's Draft Report and heard from the City Engineer thereon.

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

Section 1. That the City Council hereby accepts the City Engineer's Draft Report on the formation of a special improvement district for 10th Avenue between Elm Street and its easterly terminus as written in Attachment 1 (Draft City Engineer's Report).

Section 2. That the City Engineer may amend this Draft Report prior to finalization and will present any amendments at a future City Council meeting.

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

PRESENTED AND PASSED this 13th day of July, 2020.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 13th day of July, 2020

Peter B. Truax, Mayor

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ENGINEER'S REPORT – 10TH AVENUE SEWER EXTENSION IMPROVEMENT DISTRICT

TO: Mayor and City Council

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

RE: 10th Avenue Sewer Main Extension Improvement District
"Engineer's Report"

DATE: June 15, 2020

This report has been created to fulfill the City of Forest Grove's requirement for an Engineer's Report for a special improvement district (SID). The City has received a petition requesting formation of a District to extend a sewer main from Elm Street along 10th Avenue to its easterly terminus. The petition is signed 100% of the property owners of record within the proposed district boundary.

Project Background

As stated above, the City Engineering Department has been working with a group of owners who have property along 10th Avenue east of Elm Street. The result is a property owner initiated petition to form a LID to extend sewer to their properties. The petition is attached.

The project is very straight forward. It includes approximately 450 feet of 8 inch sewer pipe to be located in 10th Avenue right of way, a terminal manhole and individual service laterals that will serve each of the four properties within the District. The plans have been prepared, reviewed and found acceptable. Project will include appropriate surface restoration.

Pursuant to City Code Section 151.080, this report includes the following:

1. A map or plat showing the general nature, location and extent of the proposed improvement and the land to be assessed.

Included are the following:

-Petition with signatures representing all property owners of record within the proposed district.

-A map showing the general location of the improvement and the proposed district boundaries.

2. Preliminary plans, specifications and estimates of the work to be done. However, where the proposed project is to be carried out in cooperation with any governmental agency, the Engineer may adopt the plans, specifications and estimates of the agency;

Plans are included and attached to this report.

3. An estimate of the probable cost of the improvement, including any legal, administrative and engineering costs attributable to it;

Opinion of probable cost is included and attached to this report.

4. A recommendation as to the method of assessment to be used to arrive at a fair apportionment of the whole or any portion of the cost of the improvement;

The petitioners requesting formation of the District have determined equal assessments as the proposed methodology. The proposed District will have a repayment period of 10 years.

5. The description and assessed value of each lot, parcel of land, or portion thereof, to be specially benefitted by the improvement, with the names of the record owners thereof and, when readily available, the names of contract purchasers thereof.

Summary reports of each parcel in the proposed district is included and attached to this report.

Respectfully submitted,

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

Date

PETITION TO FORM LOCAL IMPROVEMENT DISTRICT

To the City Council of Forest Grove:

Date May 20 20

We the undersigned residents of the City of Forest Grove or the Urban Growth Boundary of said City, hereby petition the City Council to construct the _____ improvements (as described and illustrated on the attached drawing), and/or easements as is necessary to serve the properties described herein. In consideration of your constructing said improvements, we agree to pay the City of Forest Grove our proportionate share of the total cost of constructing said improvements. The total cost shall be distributed equally among the benefiting property owners based on an "~~area~~" or "~~frontage~~" or "equal assessments" (Strike out the incorrect methods) method of assessment.

Signed:

NAMES:
TAX LOT #

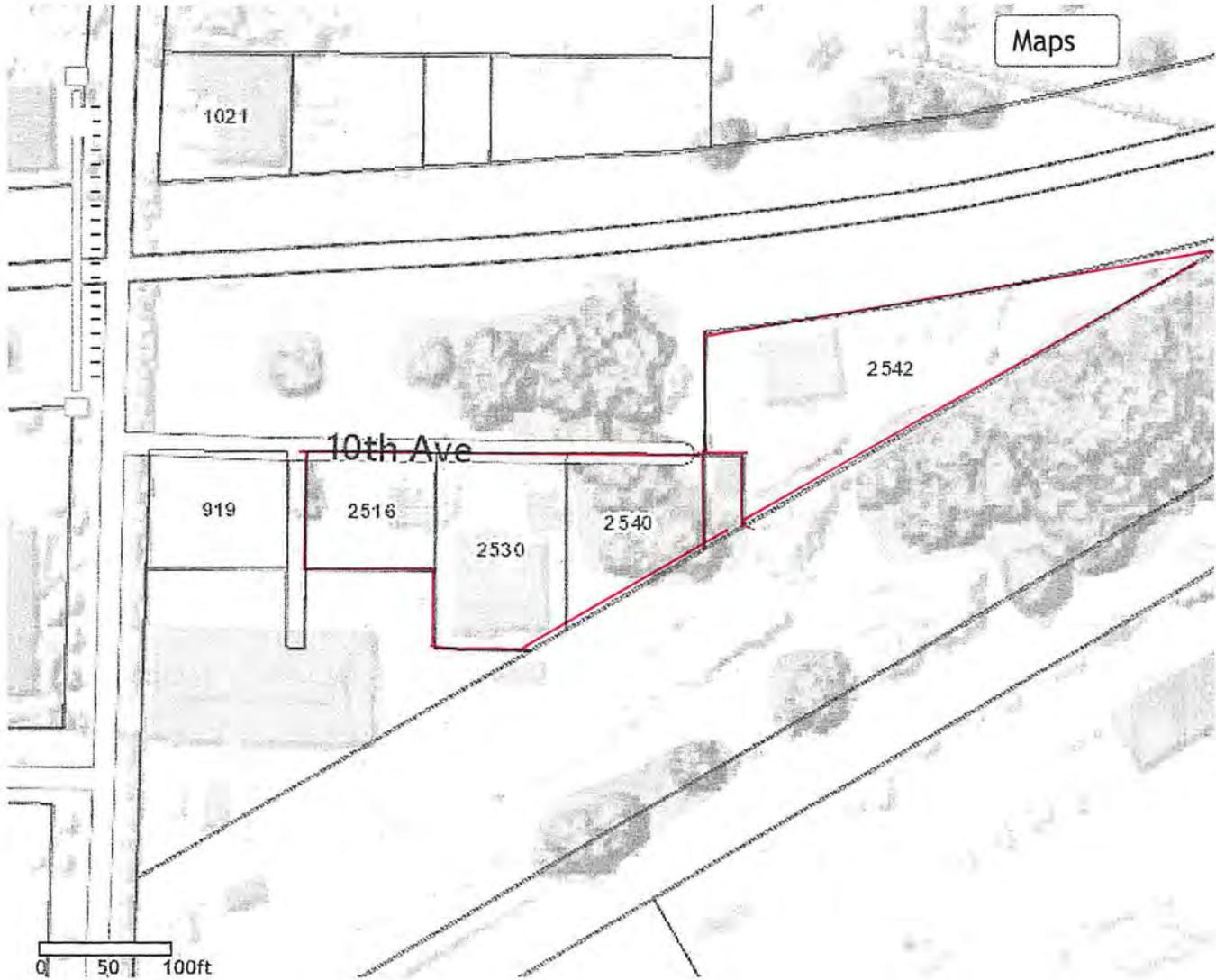
ADDRESS:

MAP &

1. Willis and Felicia Ward
2516 10th Ave
R0429281
2. Jeffs Adventures
2530 10th Ave
R0429316
3. Jeffs Adventures
2538 10th Ave
R0429307



Geographic Information Systems



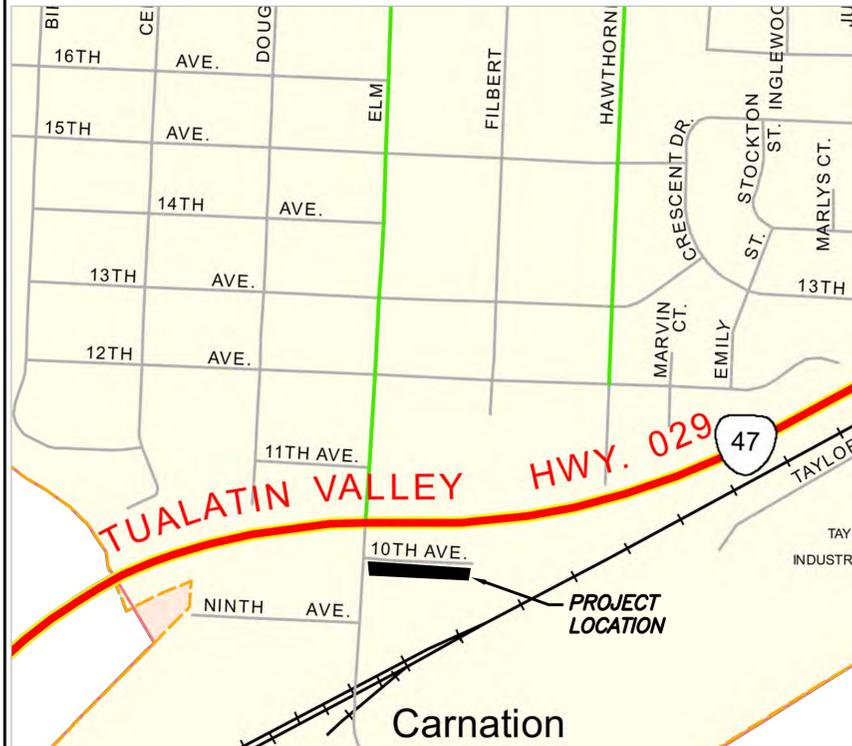
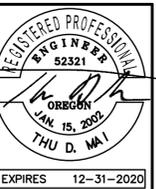
Base maps and air photo service are provided by [Metro](#)

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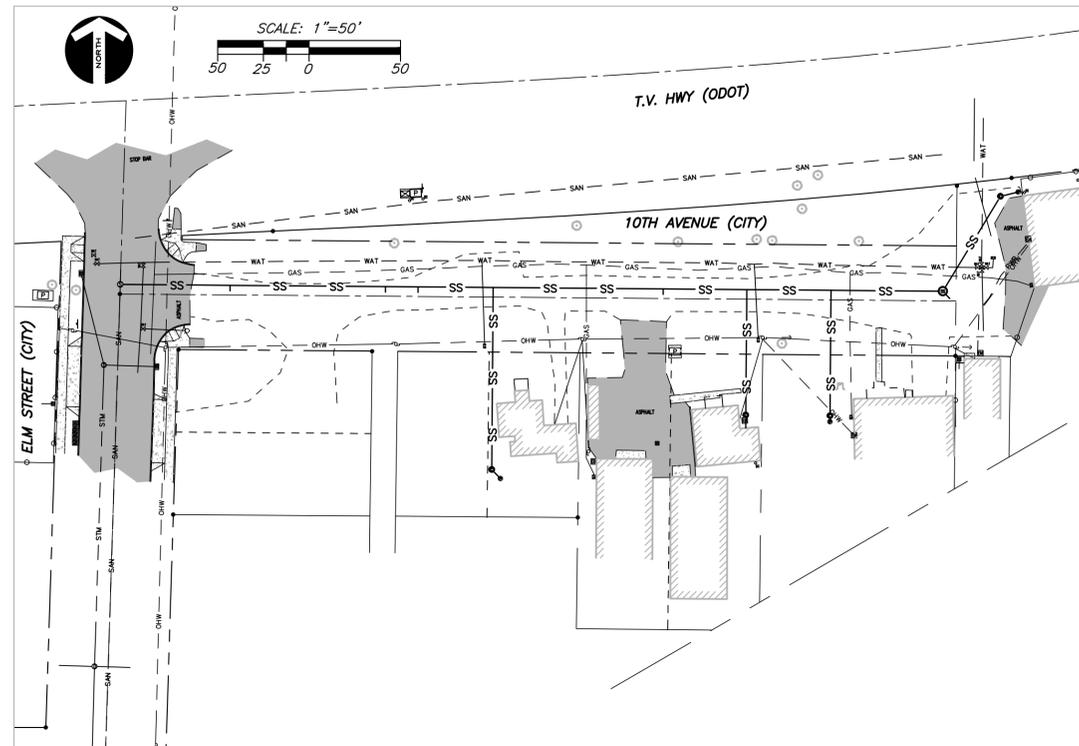
10th Avenue Sanitary Sewer Main Extension

City of Forest Grove

Oregon



VICINITY MAP
SCALE: NTS



SITE MAP
SCALE: 1" = 50'

EXISTING	LEGEND	PROPOSED
	- STREET TREE	
	- WATER VALVE	
	- WATER METER	
	- UTILITY POLE WITH ANCHOR	
	- CATCHBASIN (CG-30)	
	- CATCHBASIN (CG-2)	
	- STORMFILTER CATCHBASIN	
	- STORM MANHOLE	
	- STORM CLEANOUT	
	- SANITARY MANHOLE	
	- SANITARY CLEANOUT	
	- FIRE HYDRANT	
	- MAILBOX	
	- SIGN	
	- GAS METER	
	- STORM DETENTION PIPE	
	- STORM DRAINAGE LINE	
	- SANITARY SEWER LINE	
	- WATER LINE	
	- GAS LINE	
	- LOT LINE	
	- EASEMENT LINE	
	- SETBACK LINE	
	- RIGHT-OF-WAY LINE	
	- RIGHT-OF-WAY CENTERLINE	
	- BOUNDARY LINE OF SUBJECT PARCEL	
	- WALL AS NOTED	
	- CONCRETE	
	- ASPHALT PAVEMENT	
	- EXISTING ASPHALT PAVEMENT TO BE MILLED AND GRINDED	
	- BUILDING FOOTPRINT	

SHEET INDEX	
C0.0	COVER SHEET
C0.1	GENERAL NOTES
C0.2	EXISTING CONDITION PLAN
C2.0	SANITARY SEWER PLAN & PROFILE
C3.0	SANITARY SEWER DETAILS
C3.1	SANITARY SEWER DETAILS
C4.0	EROSION AND SEDIMENT CONTROL PLAN
C5.0	EROSION AND SEDIMENT CONTROL DETAILS

MAI CIVIL ENGINEERING, PC
5290 NW 164th Ave.
PORTLAND, OR 97229
TEL: 971-235-4656
tmmai@yahoo.com

COVER SHEET
10th Avenue Sanitary Sewer Main Extension
CITY OF FOREST GROVE, OREGON

NOTES:
CONTRACTOR IS RESPONSIBLE FOR VERIFYING ELEVATION AND LOCATION OF EXISTING UTILITIES AND CURB PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY PROJECT ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND. CONTRACTOR HEREBY AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF PERSONS AND PROPERTIES; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER AND ENGINEER FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.

LOCATES (48 HOURS NOTICE REQUIRED)
ONE CALL SYSTEM: (503) 246-6699
(TELEPHONE, NORTHWEST NATURAL GAS, AND PGE)

BENCHMARK
ELEVATIONS AND CONTOURS ARE BASED ON CITY OF FOREST GROVE BENCHMARK NO. U-669, WHICH IS ALSO WASHINGTON COUNTY BENCHMARK NUMBER 471. THE BENCHMARK IS A BRASS DISK LOCATED IN THE CURB OF THE CUL-DE-SAC AT THE EASTERLY END OF 17TH AVENUE ADJACENT TO THE TUALATIN VALLEY HIGHWAY BYPASS. IT HAS PUBLISHED ELEVATION OF 170.82 FEET ON THE NGVD 1929 DATUM. THAT ELEVATION WAS CONVERTED TO THE CITY OF FOREST GROVE DATUM BY SUBTRACTING 0.49' PER THE CITY'S CONVERSION TABLE. THE ELEVATION OF THE BENCHMARK IS 170.33 FEET ON THE CITY OF FOREST GROVE DATUM.

PROJECT CONTACTS:

OWNER/DEVELOPER:
ALL CROP 2 INC.
PO BOX 309
CORNELIUS, OR 97113

CONTACT: JEFF DUYCK
503-341-4289
all.crop@hotmail.com

CIVIL ENGINEER:
MAI CIVIL ENGINEERING, PC
5290 NW 164TH AVE.
PORTLAND, OR 97229

CONTACT: THU D. MAI, P.E.
TEL: 971-235-4656
tmmai@yahoo.com

SURVEYOR:
NW SURVEYING, INC.
1815 NW 169TH PLACE
BEAVERTON, OR 97006

CONTACT: CLINT STUBBS, PLS
TEL: 503-848-2127
FAX: 503-848-2179
clint@nwsrvy.com

PROJECT INFORMATION:

PROJECT NO:
PROJECT LOCATED WEST OF ELM STREET
AND 10 AVENUE IN FOREST GROVE

DISTURBED AREA = 2,000 SF = 0.1 ACRE
(APPROXIMATELY)

C0.0

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE CURRENT STANDARDS AND SPECIFICATIONS OF THE CITY OF FOREST GROVE, CLEAN WATER SERVICES DESIGN & CONSTRUCTION STANDARDS R & O 19-20, THE CONDITIONS OF APPROVAL FOR THE PROJECT, THE UNIFORM BUILDING CODE APPENDIX, CHAPTER 33 EXCAVATION AND GRADING, AND THE AGREEMENT ALLOWING THE DEVELOPER TO CONSTRUCT PUBLIC IMPROVEMENTS. SEE SPECIFICATIONS PROVIDED.
2. THE EXCAVATOR MUST COMPLY WITH ALL PROVISIONS OF ORS 757.541 TO 757.571, INCLUDING NOTIFICATION OF ALL OWNERS OF UNDERGROUND FACILITIES AT LEAST 48 HOURS, BUT NOT MORE THAN 10 BUSINESS DAYS, BEFORE COMMENCING ANY EXCAVATION.
3. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING SEDIMENT TRANSPORT WITHIN THE PROJECT LIMITS, USING RECOGNIZED METHODS FOR EROSION CONTROL AS APPROVED BY THE CITY/COUNTY/CWS.
4. THE CONTRACTOR IS TO LEAVE THE PROJECT FREE OF DEBRIS AND UNUSED MATERIALS UPON COMPLETION.
5. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE UTILITY SYSTEMS SUCH AS POWER, TELEPHONE, GAS, CABLE TV, ETC., WITH EACH INDIVIDUAL UTILITY COMPANY, PRIOR TO FINAL INSTALLATION OF THE SYSTEMS.
6. THE CONTRACTOR SHALL MAINTAIN AND PROTECT EXISTING PUBLIC AND PRIVATE UTILITY LINES AND OTHER PUBLIC UTILITY STRUCTURES. THE CONTRACTOR SHALL RESTORE ALL PUBLIC PROPERTY TO ITS ORIGINAL CONDITION UPON COMPLETION OF WORK.
7. TEMPORARY EROSION CONTROL METHODS MUST REMAIN IN PLACE AND BE MAINTAINED UNTIL PERMANENT EROSION CONTROL METHODS ARE IN PLACE AND OPERATIONAL.
8. ALL AREAS TO RECEIVE FILL SHALL BE STRIPPED OF ALL VEGETATION AND OTHER DELETERIOUS MATERIALS.
9. ALL NONMETALLIC SANITARY AND STORM SEWER SERVICE LATERAL PIPING SHALL HAVE AN ELECTRICALLY CONDUCTIVE INSULATED 12 GA. GREEN COPPER TRACER WIRE THE FULL LENGTH OF THE INSTALLED PIPE. ALL PUBLIC SERVICE LATERALS TO HAVE DETECTOR TAPE BURIED 18" ABOVE LATERAL.
10. NO MATERIAL SUBSTITUTIONS OR DESIGN CHANGES SHALL BE MADE WITHOUT PRIOR PERMISSION OF THE ENGINEER AND CITY OF FOREST GROVE.
11. A FULL SET OF THE APPROVED PLANS WITH ALL CURRENT REVISIONS AND AMENDMENTS SHALL BE MAINTAINED ON THE SITE AT ALL TIMES DURING CONSTRUCTION.
12. BORROW AREAS AND AREAS TO RECEIVE STRUCTURAL FILL SHALL BE STRIPPED OF TOPSOILS, DEBRIS, UNCONTROLLED FILL, AND OTHER UNSUITABLE MATERIALS DOWN TO FIRM, NON-ORGANIC NATIVE SOIL. TOP SOIL SHALL BE STOCKPILED FOR LATER DISTRIBUTION ON THE GRADED AREAS. EXPOSED SUBGRADE SOILS ON AREAS TO RECEIVE STRUCTURAL FILL SHALL BE SCARIFIED TO A DEPTH OF 8 INCHES AND THEN RECOMPACTED TO 95% OF THE MAXIMUM RELATIVE DENSITY.
13. FILL AREAS SHALL BE STRUCTURALLY FILLED FIRST WITH SURPLUS SUITABLE MATERIALS FROM THE STREET EXCAVATION, UTILITY TRENCH SPOILS AND SUITABLE MATERIALS FROM OTHER CUT AREAS ON SITE PRIOR TO THE USE OF IMPORTED MATERIALS. FILL MATERIALS SHALL BE PLACED IN LIFTS NOT TO EXCEED 8". EACH LIFT SHALL BE COMPACTED TO 95% OF THE MAXIMUM RELATIVE DENSITY. FILL MATERIALS SHALL BE FREE OF ORGANICS AND ROCK FRAGMENTS IN EXCESS OF 6" IN DIMENSION.
14. COMPACTION TESTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF FOREST GROVE. TEST REPORTS SHALL BE SUBMITTED TO THE CITY AND TO THE PROJECT ENGINEER.
15. CONTRACTOR SHALL KEEP RECORDS OF ALL CONSTRUCTION THAT DIFFERS FROM THE APPROVED PLANS AND SHALL MAINTAIN "RECORD DRAWINGS" DURING THE CONSTRUCTION PERIOD. RECORD DRAWINGS SHALL BE SUBMITTED TO THE PROJECT ENGINEER AT THE END OF THE PROJECT.
16. PRIOR TO CONSTRUCTION OF PRIVATE STORM DRAIN, SANITARY SEWER, OR WATER LINES, THE APPLICANT (DEVELOPER) SHALL OBTAIN PLUMBING PERMITS FROM THE CITY OF FOREST GROVE BUILDING DEPARTMENT.
17. CONTRACTOR/DEVELOPER SHALL CONTACT PROJECT ENGINEER 24 HOURS IN ADVANCE TO BE AT A PRECONSTRUCTION MEETING.
18. ALL TESTING RESULTS SHALL BE APPROVED BY CITY OF FOREST GROVE PRIOR TO PAVING.
19. SANITARY OR STORM MAIN WITH CLEANOUT SHALL BE SURVEYED FOR AS-BUILT PRIOR TO BACKFILLING THE TRENCH.
20. CONTRACTOR SHALL CONSTRUCT STORM AND SANITARY SYSTEMS STARTING FROM THE DOWNSTREAM END.
21. ALL WORK IN THE CITY OF FOREST GROVE RIGHT OF WAY SHALL CONFORM TO THE REQUIREMENT OF THE CITY OF FOREST GROVE PERMIT.
22. CONTRACTOR SHALL INCLUDE IN THE BID TO POT HOLE AND VERIFY EXISTING INVERT ELEVATION, LOCATION, AND PIPE MATERIAL OF EXISTING UTILITIES PRIOR TO ORDERING ALL MATERIALS AND CONSTRUCTION.
23. THE CONTRACTOR SHALL REQUEST INFORMATION FROM THE PROJECT ENGINEER FOR ANY WORK THAT IS MISSING OR NOT PROPERLY SPECIFIED BEFORE BEGINNING WORK AND BIDDING.
24. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES BETWEEN THE DRAWINGS AND SITE CONDITIONS TO THE PROJECT ENGINEER FOR CLARIFICATION OR MODIFICATION. NOTIFY PROJECT ENGINEER OF ANY AND ALL DISCREPANCIES BETWEEN PLANNED OR ASSUMED CONDITIONS AND ACTUAL CONDITIONS.
25. CONTRACTOR HEREBY AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING THE SAFETY OF PERSONS AND PROPERTIES; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OWNER AND ENGINEER FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT.
26. CONTRACTOR SHALL HAVE THE PROPOSED UTILITIES INSPECTED BY THE CITY INSPECTOR PRIOR TO BACKFILLING THE TRENCH.
27. CONTRACTOR SHALL FURNISH ALL MATERIALS.

GENERAL NOTES (CONTINUED)

27. TRAFFIC CONTROL IN THE RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE CURRENT EDITIONS OF "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND OREGON DEPARTMENT OF TRANSPORTATION (ODOT) "MANUAL ON TRAFFIC PRACTICES HANDBOOK FOR LOCAL ROADS AND STREETS IN OREGON." DURING THE WORK DAY, ONE LANE OF TRAFFIC SHALL BE MAINTAINED AT ALL TIMES. TWO LANES OF TRAFFIC SHALL BE RESTORED AT THE END OF EACH WORK DAY. ALL TRAFFIC CONTROL PLANS SHALL BE SUBMITTED TO THE CITY OF FOREST GROVE ENGINEERING DIVISION FOR APPROVAL.
28. EXISTING SURVEY MONUMENTS ARE TO BE PROTECTED DURING CONSTRUCTION OR REPLACED IN ACCORDANCE WITH OREGON REVISED STATUTES 209.140-209.155.

SANITARY SEWER NOTES

1. ALL MATERIALS, INSTALLATION, TESTS AND INSPECTIONS SHALL BE IN ACCORDANCE WITH CLEAN WATER SERVICES R&O 19-20.
2. GRANULAR BACK FILL SHALL BE COMPACTED PER CWS DWG NO. 590.
3. VERTICAL AND HORIZONTAL ALIGNMENT FOR SERVICE LATERALS SHALL BE ESTABLISHED AND MAINTAINED IN A MANNER CONSISTENT WITH THE INSTALLATION OF MAIN LINES. FOR SIDE SEWERS, REFER TO CWS DWG. 520.
4. IF A SEPTIC SYSTEM IS ENCOUNTERED ON THE PROJECT SITE AND NEED TO BE PUT OUT OF SERVICE, CONTRACTOR SHALL HAVE A LICENSED SEPTIC WORKER TO REMOVE PER DEQ REQUIREMENTS UNDER OREGON ADMINISTRATIVE RULE (OAR) 340-071-0185.
5. A LICENSED PLUMBING CONTRACTOR IS REQUIRED TO INSTALL THE ONSITE SANITARY SEWER SERVICE LINE.



T.M. MALL
CIVIL ENGINEERING, P.C.
 5290 NW 164th Ave.
 PORTLAND, OR 97229
 TEL: 971-235-4666
 tmall@yahoo.com

GENERAL NOTES
10th Avenue Sanitary Sewer Main Extension
CITY OF FOREST GROVE, OREGON

REV.	DATE	BY

DRAWN BY:
TDM

DESIGN BY:
TDM

CHECKED BY:
TDM

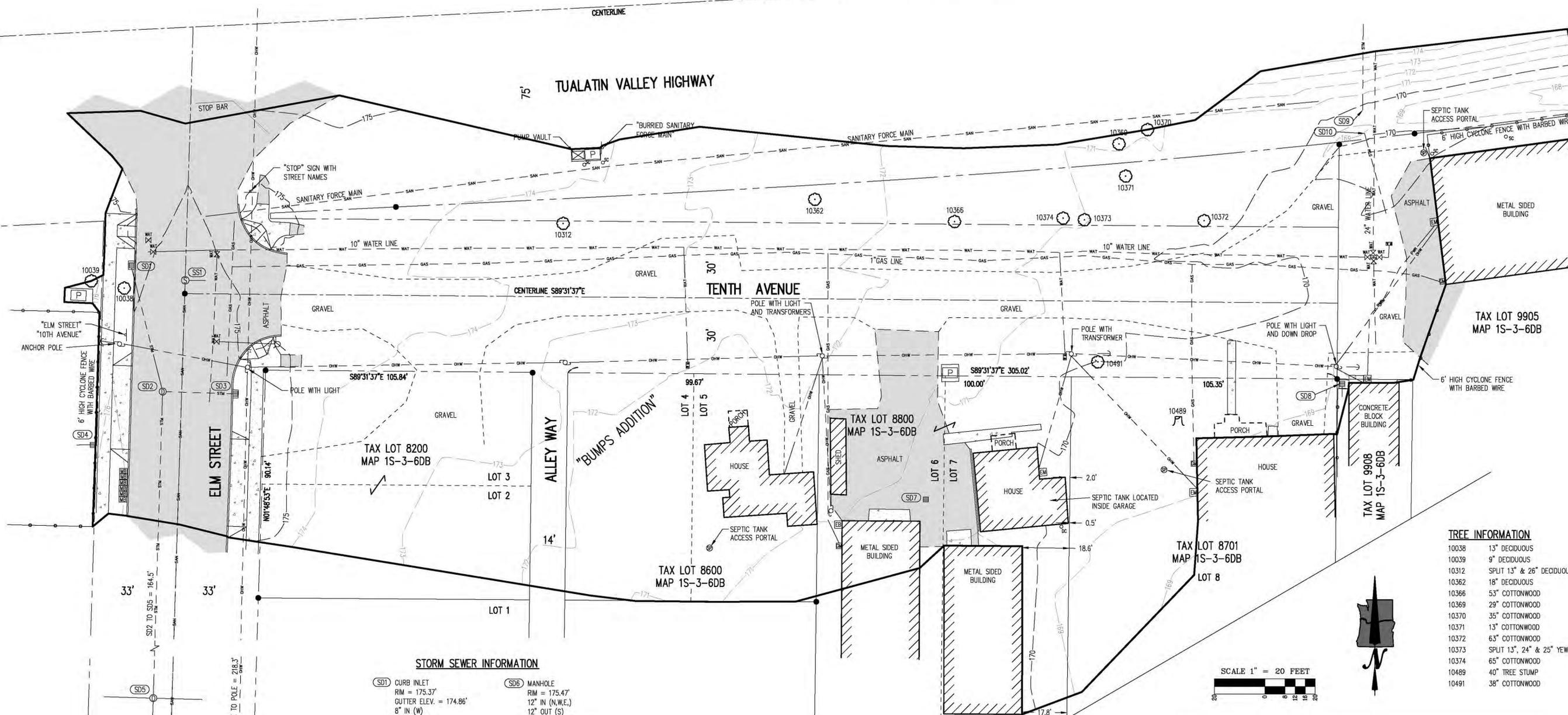
SCALE:
AS SHOWN

5-24-2020
JOB NO. JWD001

C0.1

UTILITY STATEMENT

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.



STORM SEWER INFORMATION

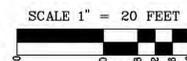
- (SD1) CURB INLET
RIM = 175.37'
GUTTER ELEV. = 174.86'
8" IN (W)
8" OUT (SE)
FLOWLINE I.E. = 170.3'
- (SD2) MANHOLE
RIM = 175.53'
8" I.E. IN (NW) = 168.2'
10" I.E. IN (E) = 168.3'
12" I.E. OUT (S) = 168.0'
- (SD3) CURB INLET
RIM = 175.79'
GUTTER ELEV. = 175.21'
10" I.E. OUT (W) = 170.6'
- (SD4) LYNCH STYLE CATCH BASIN
RIM = 175.83'
TRAP OUT (W)
- (SD5) MANHOLE
RIM = 175.21'
12" IN (N,W,E)
12" OUT (S)
FLOWLINE I.E. = 167.4'
- (SD6) MANHOLE
RIM = 175.47'
12" IN (N,W,E)
12" OUT (S)
FLOWLINE I.E. = 167.2'
- (SD7) AREA DRAIN
RIM = 170.44'
NO VISIBLE PIPES
- (SD8) CATCH BASIN
RIM = 168.59'
4" I.E. OUT (S) = 167.8'
- (SD9) CMP CULVERT
18" I.E. (N) = 167.45'
OUTLET LOCATION UNKNOWN
- (SD10) CMP CULVERT
30" I.E. (S) = 167.43'
OUTLET LOCATION UNKNOWN

SANITARY SEWER INFORMATION

- (SS1) MANHOLE
RIM = 175.41'
8" STUBB IN (N)
8" STUBB IN (E)
8" OUT (S)
FLOWLINE I.E. = 160.7'
- (SS2) MANHOLE
RIM = 175.63'
8" IN'S (N,E&W)
8" OUT (S)
FLOWLINE I.E. = 160.0'

TREE INFORMATION

10038	13" DECIDUOUS
10039	9" DECIDUOUS
10312	SPLIT 13" & 26" DECIDUOUS
10362	18" DECIDUOUS
10366	53" COTTONWOOD
10369	29" COTTONWOOD
10370	35" COTTONWOOD
10371	13" COTTONWOOD
10372	63" COTTONWOOD
10373	SPLIT 13", 24" & 25" YEW
10374	65" COTTONWOOD
10489	40" TREE STUMP
10491	38" COTTONWOOD



LEGEND

DECIDUOUS TREE		RIGHT-OF-WAY LINE	
FIRE HYDRANT		PROPERTY LINE	
WATER METER		CENTERLINE	
WATER VALVE		CURB	
SANITARY SEWER CLEAN OUT		EDGE OF PAVEMENT	
SANITARY SEWER MANHOLE		FENCE LINE	
STORM SEWER CATCH BASIN		GRAVEL EDGE	
STORM SEWER MANHOLE		POWER LINE	
GAS METER		OVERHEAD WIRE	
GUY WIRE ANCHOR		GAS LINE	
UTILITY POLE		STORM SEWER LINE	
POWER VAULT		SANITARY SEWER LINE	
ELECTRICAL METER		WATER LINE	
SIGN			
MAILBOX			
FOUND SURVEY MONUMENT			

NOTES

- THE FIELD SURVEY FOR THIS MAP WAS COMPLETED ON NOVEMBER 27, 2019.
- ELEVATIONS AND CONTOURS ARE BASED ON CITY OF FOREST GROVE BENCHMARK NO. U-669, WHICH IS ALSO WASHINGTON COUNTY BENCHMARK NUMBER 471. THE BENCHMARK IS A BRASS DISK LOCATED IN THE CURB OF THE CUL-DE-SAC AT THE EASTERLY END OF 17TH AVENUE ADJACENT TO THE TUALATIN VALLEY HIGHWAY BYPASS. IT HAS PUBLISHED ELEVATION OF 170.82 FEET ON THE NVD 1929 DATUM. THAT ELEVATION WAS CONVERTED TO THE CITY OF FOREST GROVE DATUM BY SUBTRACTING 0.48' PER THE CITY'S CONVERSION TABLE. THE ELEVATION OF THE BENCHMARK IS 170.33 FEET ON THE CITY OF FOREST GROVE DATUM.
- THE BASIS OF BEARINGS FOR THIS SURVEY IS ALONG THE CENTERLINE OF TENTH AVENUE HOLDING THE RECORD BEARING PER SURVEY NUMBER 24024, WASHINGTON COUNTY SURVEY RECORDS.
- THE RIGHT-OF-WAY WIDTHS WERE ESTABLISHED USING INFORMATION FROM RECORD SURVEYS AND THE COUNTY TAX ASSESSOR'S MAP.
- THE UNDERGROUND UTILITIES ARE BASED ON THE MARKINGS PER LOCATE TICKET NUMBERS 19319602 AND 19307785.

NORTHWEST SURVEYING, INC.
1815 NW 169th PLACE, SUITE 2090
BEAVERTON, OR 97006
PH: (503) 848-2127 FAX: (503) 848-2179
EMAIL: nwsurveying@nwsw.com

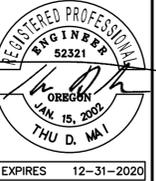
LOCATED IN THE SE 1/4 OF SECTION 6,
TOWNSHIP 3 SOUTH, RANGE 3 WEST, W.M.,
CITY OF FOREST GROVE,
WASHINGTON COUNTY, OREGON

TOPOGRAPHIC SURVEY
FOREST GROVE, OREGON
TAX LOTS 8600, 8600, 8701, 8908 & 9905
TAX MAP 1S-3-6DB

DRAWING NO: 2028 TOPO
SCALE: AS NOTED
DRAWING GENERATED BY: LIZZOM
DRAWN BY: CDW
CHECKED BY: CHS
PREPARED FOR:
ALL CROP 2, INC.
P.O. BOX 309
CORNELIUS, OR 97113

REVISIONS:
INITIAL RELEASE: DEC. 16, 2019
REVISED DATUM DEC. 26, 2019

JOB NUMBER
2028
SHEET
C0.2



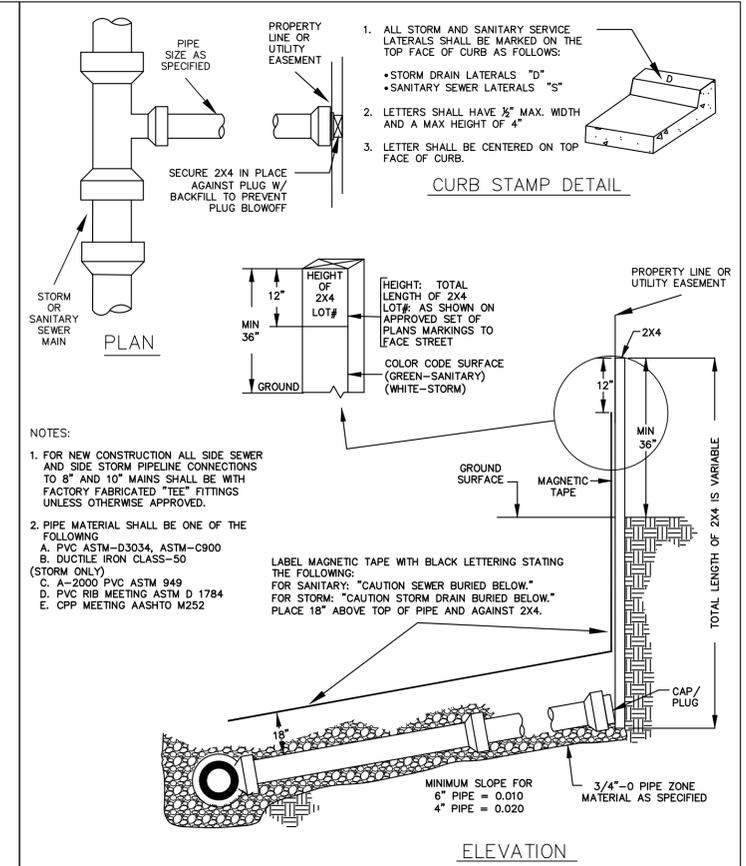
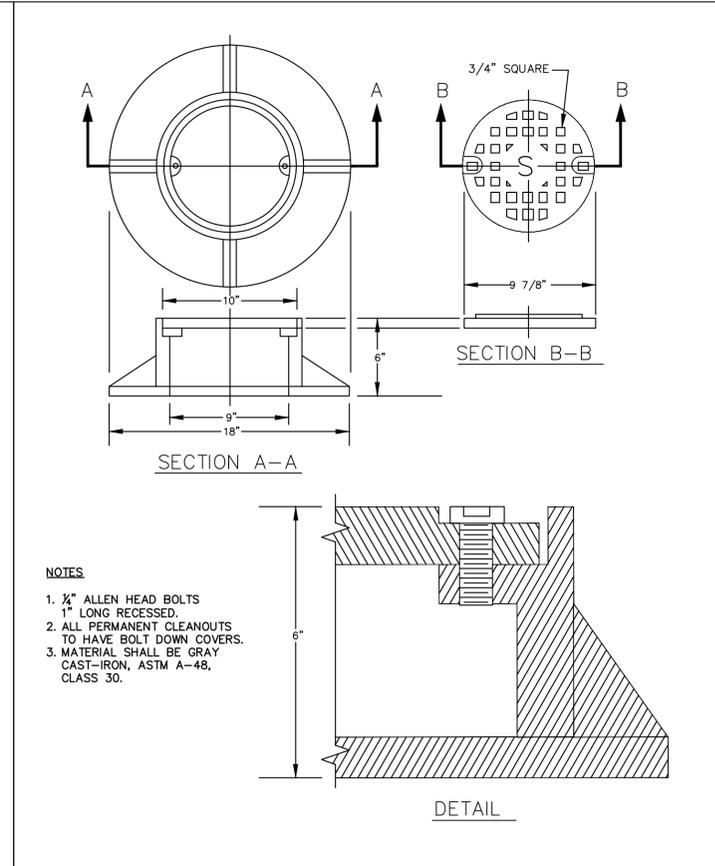
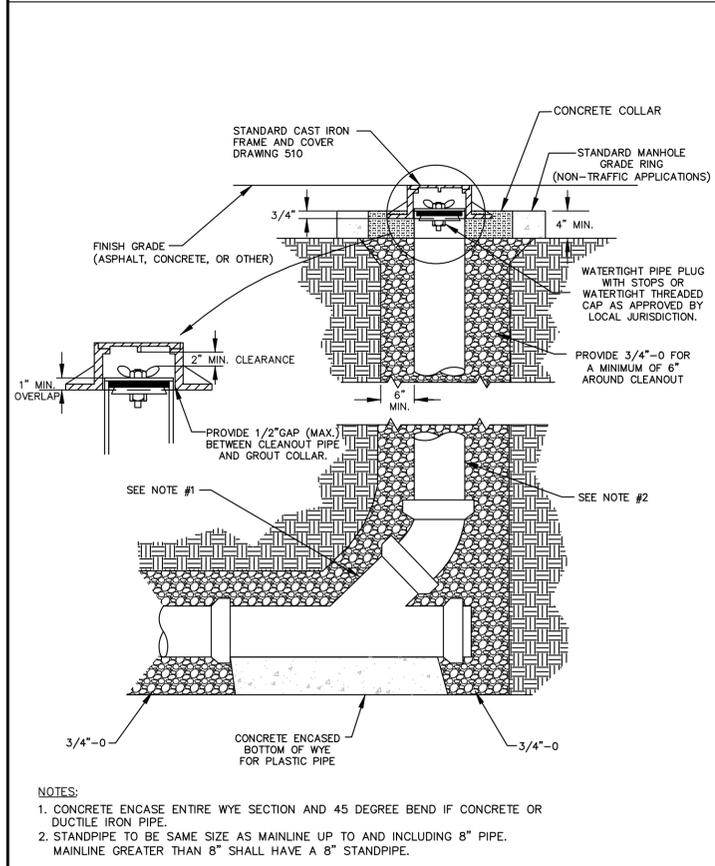
T.M. MALL
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 5290 NW 764th Ave.
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 TEL: 971-235-4656
 tmall@yahoo.com

SANITARY SEWER DETAILS
10th Avenue Sanitary Sewer Main Extension
CITY OF FOREST GROVE, OREGON

REV.	DATE	BY

DRAWN BY:
TDM
 DESIGN BY:
TDM
 CHECKED BY:
TDM
 SCALE:
AS SHOWN
 5-23-2020
 JOB NO. JWD001

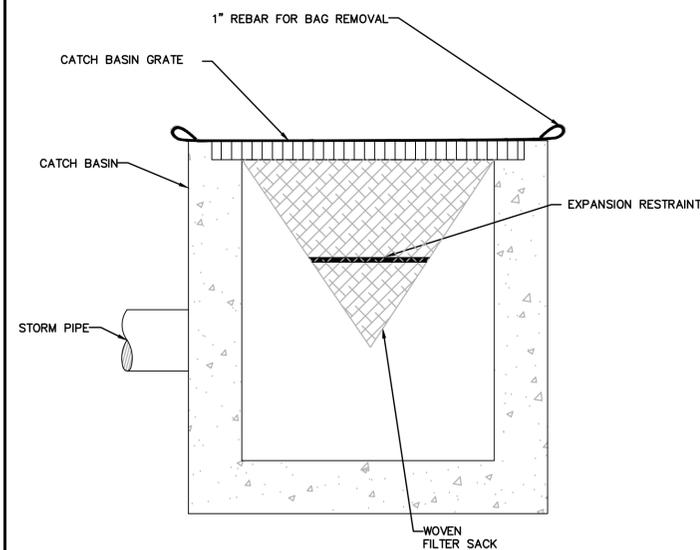
C3.1



NOTES:

1. WHEN RAINFALL AND RUNOFF OCCURS, A KNOWLEDGEABLE AND EXPERIENCED PERSON IN THE PRINCIPLES, PRACTICES, INSTALLATION, AND MAINTENANCE OF EROSION AND SEDIMENT CONTROLS WHO WORKS FOR THE PERMITTEE MUST PROVIDE DAILY INSPECTIONS OF THE EROSION AND SEDIMENT CONTROLS AND DISCHARGE OUTFALLS.
2. CONSTRUCTION ACTIVITIES MUST AVOID OR MINIMIZE EXCAVATION AND CREATION OF BARE GROUND FROM OCTOBER 1 THROUGH MAY 31ST EACH YEAR.
3. DURING WET WEATHER PERIOD, TEMPORARY STABILIZATION OF THE SITE MUST OCCUR AT THE END OF EACH WORK DAY.
4. SEDIMENT CONTROLS MUST BE INSTALLED AND MAINTAINED ON ALL DOWN GRADIENT SIDES OF THE CONSTRUCTION SITE AT ALL TIMES DURING CONSTRUCTION. THEY MUST REMAIN IN PLACE UNTIL PERMANENT VEGETATION OR OTHER PERMANENT COVERING OF EXPOSED SOIL IS ESTABLISHED.
5. ALL ACTIVE INLETS MUST HAVE SEDIMENT CONTROLS INSTALLED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION.
6. SIGNIFICANT AMOUNTS OF SEDIMENT THAT LEAVES THE SITE MUST BE CLEANED UP WITHIN 24 HOURS AND PLACED BACK ON THE SITE AND STABILIZED OR PROPERLY DISPOSED. THE CAUSE OF THE SEDIMENT RELEASE MUST BE FOUND AND PREVENTED FROM CAUSING A RECURRENCE OF THE DISCHARGE WITHIN THE SAME 24 HOURS. ANY IN-STREAM CLEAN UP OF SEDIMENT SHALL BE PERFORMED ACCORDING TO THE OREGON DEPARTMENT OF STATE LANDS REQUIRED TIME FRAME.
7. SEDIMENT MUST NOT BE INTENTIONALLY WASHED INTO STORM SEWERS, DRAINAGE WAYS, OR WATER BODIES.
8. SEDIMENT MUST BE REMOVED FROM BEHIND ALL SEDIMENT CONTROL MEASURES WHEN IT HAS REACHED A HEIGHT OF 1/3-RD THE BARRIER HEIGHT AND PRIOR TO THE CONTROL MEASURES REMOVAL.
9. CLEANING OF ALL STRUCTURES WITH SUMPS MUST OCCUR WHEN THE SEDIMENT RETENTION CAPACITY HAS BEEN REDUCED BY 50% AND AT COMPLETION OF PROJECT.
10. ANY USE OF TOXIC OR OTHER HAZARDOUS MATERIALS MUST INCLUDE PROPER STORAGE, APPLICATION, AND DISPOSAL.
11. THE PERMITTEE MUST PROPERLY MANAGE HAZARDOUS WASTES, USED OILS, CONTAMINATED SOILS, CONCRETE WASTE, SANITARY WASTE, LIQUID WASTE, OR OTHER TOXIC SUBSTANCES DISCOVERED OR GENERATED DURING CONSTRUCTION.
12. THE APPLICATION RATE OF FERTILIZERS USED TO REESTABLISH VEGETATION MUST FOLLOW MANUFACTURER'S RECOMMENDATIONS. NUTRIENT RELEASES FROM FERTILIZERS TO SURFACE WATERS MUST BE MINIMIZED. TIME RELEASE FERTILIZERS SHOULD BE USED AND CARE SHOULD BE MADE IN APPLICATION OF FERTILIZERS WITHIN ANY WATER WAY RIPARIAN ZONE.
13. OWNER OR DESIGNATED PERSON SHALL BE RESPONSIBLE FOR PROPER INSTALLATION AND MAINTENANCE OF ALL EROSION AND SEDIMENT CONTROL MEASURES, IN ACCORDANCE WITH CURRENT CLEAN WATER SERVICES STANDARDS AND STATE, AND FEDERAL REGULATIONS.
14. PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BOUNDARIES OF THE CLEARING LIMITS, VEGETATED BUFFERS, AND ANY SENSITIVE AREAS SHOWN ON THIS PLAN SHALL BE CLEARLY DELINEATED IN THE FIELD. UNLESS OTHERWISE APPROVED, NO DISTURBANCE IS PERMITTED BEYOND THE CLEARING LIMITS. THE OWNER/PERMITTEE MUST MAINTAIN THE DELINEATION FOR THE DURATION OF THE PROJECT. NOTE: VEGETATED CORRIDORS TO BE DELINEATED WITH ORANGE CONSTRUCTION FENCE OR APPROVED EQUAL.
15. PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE BMPS THAT MUST BE INSTALLED ARE GRAVEL CONSTRUCTION ENTRANCE, PERIMETER SEDIMENT CONTROL, AND INLET PROTECTION. THESE BMPS MUST BE MAINTAINED FOR THE DURATION OF THE PROJECT.
16. IF VEGETATIVE SEED MIXES ARE SPECIFIED, SEEDING MUST TAKE PLACE NO LATER THAN SEPTEMBER 1ST; THE TYPE AND PERCENTAGES OF SEED IN THE MIX ARE AS IDENTIFIED ON THE PLANS OR AS SPECIFIED BY THE DESIGN ENGINEER.
17. WATERTIGHT TRUCKS MUST BE USED TO TRANSPORT SATURATED SOILS FROM THE CONSTRUCTION SITE. AN APPROVED EQUIVALENT IS TO DRAIN THE SOIL ON SITE AT A DESIGNATED LOCATION USING APPROPRIATE BMPS; SOIL MUST BE DRAINED SUFFICIENTLY FOR MINIMAL SPILLAGE.
18. ALL PUMPING OF SEDIMENT LADEN WATER MUST BE DISCHARGED OVER AN UNDISTURBED, PREFERABLY VEGETATED AREA, AND THROUGH A SEDIMENT CONTROL BMP (I.E. FILTER BAG).
19. THE ESC PLAN MUST BE KEPT ONSITE. ALL MEASURES SHOWN ON THE PLAN MUST BE INSTALLED PROPERLY TO ENSURE THAT SEDIMENT LADEN WATER DOES NOT ENTER A SURFACE WATER SYSTEM, ROADWAY, OR OTHER PROPERTIES.
20. THE ESC MEASURES SHOWN ON THIS PLAN ARE THE MINIMUM REQUIREMENTS FOR ANTICIPATED SITE CONDITIONS. DURING THE CONSTRUCTION PERIOD, THESE MEASURES SHALL BE UPGRADED AS NEEDED TO MAINTAIN COMPLIANCE WITH ALL REGULATIONS.
21. WRITTEN ESC LOGS ARE SUGGESTED TO BE MAINTAINED ONSITE AND AVAILABLE TO DISTRICT INSPECTORS UPON REQUEST.
22. IN AREAS SUBJECT TO WIND EROSION, APPROPRIATE BMPS MUST BE USED, WHICH MAY INCLUDE THE APPLICATION OF FINE WATER SPRAYING, PLASTIC SHEETING, MULCHING, OR OTHER APPROVED MEASURES.
23. ALL EXPOSED SOILS MUST BE COVERED, AT END OF BUSINESS DAY, DURING WET WEATHER PERIOD, FROM OCTOBER 1 - MAY 31.

STANDARD EROSION CONTROL
NOTES FOR SITES LESS THAN 1
ACRE
DRAWING NO. 945 REVISED 10-31-19



CATCH BASIN INSERT

NOTE:

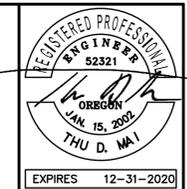
1. RECESSED CURB INLET CATCH BASINS MUST BE BLOCKED WHEN USING FILTER FABRIC INLET SACKS. SIZE OF FILTER FABRIC INLET SACKS TO BE DETERMINED BY MANUFACTURER.

FOR FURTHER INFORMATION ON DESIGN CRITERIA SEE CHAPTER 4 OF CLEAN WATER SERVICES EROSION PREVENTION AND SEDIMENT CONTROL PLANNING AND DESIGN MANUAL.

INLET PROTECTION
TYPE 5



DRAWING NO. 920 REVISED 10-31-19



T. D. MALL
CIVIL ENGINEERING, P.C.
5290 NW 164th Ave.
PORTLAND, OR 97229
TEL: 971-235-4666
tmall@yahoo.com

EROSION AND SEDIMENT CONTROL DETAILS
10th Avenue Sanitary Sewer Main Extension
CITY OF FOREST GROVE, OREGON

REV.	DATE	BY

DRAWN BY:
TDM
DESIGN BY:
TDM
CHECKED BY:
TDM
SCALE:
AS SHOWN
5-24-2020
JOB NO. JWD001

C5.0

City Case File No.

ENGINEER'S ESTIMATE OF PROBABLE COST
10TH AVENUE SEWER MAIN PROJECT

Administration	\$ 6,000
Clean Water Services Fees	\$24,000
Permits	\$ 100
Preliminary Engineering	\$ 8,400
Right of Way	\$ 0
Construction	
Mobilization (8%)	\$11,000
Sewer Main	\$100,000
Sewer Laterals (4 ea.)	\$32,000
Construction Engineering	\$ 5,000
Testing	\$ 5,000
As Built Record Drawings	\$ 2,000
Total Estimated Cost	<u>\$193,500</u>

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Land Services

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Assessment & Taxation Report

General Property Information

Site Address:	2516 10TH AVE. FORESTGROVE OR, 97116
Tax Lot ID:	1S306DB08600
Property Account ID:	R429281,
Property Classification:	2210 - - See full list of Codes
Neighborhood Code:	ZFGC
Latitude / Longitude:	45.5085179 / 123.102367
Ownership Information:	WARD, WILLIS & FELICIA 2029 SE 101ST AVE PORTLAND, OR, 97216
Tax Statement History:	See property tax information for all accounts on this parcel
Tax Statement History:	See property tax information for account R429281

Sales / Deed Information

Sale Date	Sale Instrument	Deed Type	Sale Price
			\$
			\$
			\$

Assessed Values for Account R429281

Roll Date:	09/28/2019
Taxcode:	015.19
Market Land Value:	\$106,650
Market Bldg Value:	\$1,000
Special Market Value:	\$0
Market Total Value:	\$107,650
Taxable Assessed Value:	\$45,230
Legal:	BUMP'S ADDITION TO FOREST GROVE Lot:4, 5 2
Lot Size:	Acres: N/A
Bldg Sq Ft:	0

Year Built:	N/A	
Improvement Information		
Total Improvement Value:		
Plumbing		
Bedrooms		
Improvement Details		
Description	Value	Square Feet

****2020 Information Advisory****

All property assessment information presented about the 2020 tax year is unedited and uncertified. This information is subject to change, furnished as reference data only and should not be used to calculate or prorate taxes.

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Assessment & Taxation Report

General Property Information

Site Address:	2530 10TH AVE. FORESTGROVE OR, 97116
Tax Lot ID:	1S306DB08800
Property Account ID:	R429316,
Property Classification:	2310 - COMMERCIAL IN INDUSTRIAL ZONE IMPROVED - See full list of Codes
Neighborhood Code:	YFGC
Latitude / Longitude:	45.5084352 / 123.101980
Ownership Information:	JEFF'S ADVENTURES LLC % ANDRESEN, DARVON M JR & KERRIE S PO BOX 309 CORNELIUS, OR, 97113
Tax Statement History:	See property tax information for all accounts on this parcel
Tax Statement History:	See property tax information for account R429316

Sales / Deed Information

Sale Date	Sale Instrument	Deed Type	Sale Price
12/30/2019	2019095210	CONTRACT	\$400,000
01/26/2007	2007011827	CONTRACT	\$75,000
//			\$0

Assessed Values for Account R429316

Roll Date:	09/28/2019
Taxcode:	015.19
Market Land Value:	\$180,800
Market Bldg Value:	\$78,850
Special Market Value:	\$0
Market Total Value:	\$259,650
Taxable Assessed Value:	\$127,430
Legal:	BUMP'S ADDITION TO FOREST GROVE Lot:6, 7 2
Lot Size:	A&T Acres: 0.35
Bldg Sq Ft:	0

Year Built:	N/A	
Improvement Information		
Total Improvement Value:		
Plumbing		
Bedrooms		
Improvement Details		
Description	Value	Square Feet
MAIN AREA		1000

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Assessment & Taxation Report

General Property Information

Site Address:	2542 10TH AVE. FORESTGROVE OR, 97116
Tax Lot ID:	1S306DB09905
Property Account ID:	R429432,
Property Classification:	2210 - - See full list of Codes
Neighborhood Code:	ZFGC
Latitude / Longitude:	45.5088148 / 123.100809
Ownership Information:	SHARP, DAVID G & SHARON K PO BOX 690 FOREST GROVE, OR, 97116
Tax Statement History:	See property tax information for all accounts on this parcel
Tax Statement History:	See property tax information for account R429432

Sales / Deed Information

Sale Date	Sale Instrument	Deed Type	Sale Price
			\$
			\$
			\$

Assessed Values for Account R429432

Roll Date:	09/28/2019
Taxcode:	015.19
Market Land Value:	\$295,920
Market Bldg Value:	\$221,950
Special Market Value:	\$0
Market Total Value:	\$517,870
Taxable Assessed Value:	\$121,620
Legal:	Lot:
Lot Size:	A&T Acres: 0.77
Bldg Sq Ft:	3000

Year Built:	N/A	
Improvement Information		
Total Improvement Value:		
Plumbing		
Bedrooms		
Improvement Details		
Description	Value	Square Feet
MAIN AREA		3000

****2020 Information Advisory****

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RESOLUTION NO. 2020-70

RESOLUTION DECLARING INTENTION OF THE CITY OF FOREST GROVE TO FORM A SPECIAL IMPROVEMENT DISTRICT, IN ACCORDANCE WITH FOREST GROVE CITY CODE SECTION 151.080 THROUGH SECTION 151.098, FOR CONSTRUCTION OF SEWER MAIN AND INDIVIDUAL SERVICE LATERALS IN 10TH AVENUE BETWEEN ELM STREET TO ITS EASTERLY TERMINUS

WHEREAS, the Council previously considered and accepted the City Engineer's Draft Report on July 13, 2020 (Resolution No. 2020-69) to consider formation of a special improvement district that would construct a sewer main and individual service laterals in 10th Avenue from Elm Street to its easterly terminus; and

WHEREAS, the Council has received a petition signed by 100 percent of the property owners of record within the proposed district requesting its formation; and

WHEREAS, the City Council has determined that proceeding with district formation is in the best interest of the benefited properties and the City.

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

Section 1. The City Council hereby declares the City's intention to form a special improvement district to construct a sewer main and associated services laterals in 10th Avenue from Elm Street to its easterly terminus.

Section 2. The proposed district boundary, included with the petition, is attached as Attachment 1 (Draft City Engineer's Report); and

Section 3. The proposed method of assessment is equal assessments for all benefited properties within the proposed district. The duration of the proposed district is ten years and shall commence upon completion and acceptance of improvements at which time the first assessment is issued.

Section 4. The initial estimated district cost is \$193,500.

Section 5. The City Engineering Department will be responsible for finalizing bid documents, publicly bidding the project and overseeing its construction. Construction activities will be performed by a private contractor.

Section 6. The City Recorder is directed to serve notice to each property owner of record within the proposed district of this action, their right of remonstrance and general character of the proposed District. The City Recorder is further directed to set a Public

Hearing for September 14, 2020, at 7:00 p.m. or shortly thereafter, to consider public testimony, all letters of remonstrance and take final action, if permitted and deemed prudent, to form this proposed district.

Section 7. This resolution is effectively immediately upon its enactment by the City Council.

PRESENTED AND PASSED this 13th day of July, 2020.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 13th day of July, 2020.

Peter B. Truax, Mayor



A place where families and businesses thrive.

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>9. A.</u>
MEETING DATE:	<u>07/13/2020</u>
FINAL ACTION:	<u>RESO 2020-71</u>

CITY COUNCIL STAFF MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Jeffrey King, Economic Development Program Manager*

MEETING DATE: *July 13, 2020*

SUBJECT TITLE: *Intergovernmental Agreement with Washington County for Reimbursement of COVID-19 Small Business Emergency Grant Expenditures*

ACTION REQUESTED:

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

X all that apply

BACKGROUND: The Forest Grove Urban Renewal Agency Board of Directors and City Council authorized expenditure of up to \$150,000 for small business emergency grants up to \$2,500 to pay for one month of rent or mortgage costs in April or May. Grant awards were made through two funding rounds; the first within the Urban Renewal Area (URA) up to \$125,000 with Urban Renewal Agency funding and the second outside the URA up to \$25,000 with General Funds. The programs combined to grant awards to 83 businesses in Forest Grove.

ISSUE STATEMENT: Washington County received a direct allocation of \$105 million in Federal CARES ACT monies and has set aside a portion of these funds for economic recovery efforts. \$2.5 million was earmarked to cities to cover reimbursement of expenditures previously made through small business emergency programs. This amounts to \$149,600 for Forest Grove composed of \$125,000 for the Forest Grove Urban Renewal Agency and \$24,600 for the City of Forest Grove.

FISCAL IMPACT: \$125,000 would be reimbursed to the Forest Grove Urban Renewal Agency and \$24,600 would be reimbursed to the City of Forest Grove.

STAFF RECOMMENDATION: Staff recommends approval of the resolution.

ATTACHMENT(s):

- Resolution approving Intergovernmental Agreement (IGA) between Washington County and the City of Forest Grove
- Intergovernmental Agreement (IGA) between Washington County and the City of Forest Grove for Reimbursement and Small Business Emergency Assistance (Exhibit A)

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RESOLUTION NO. 2020-71**RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN WASHINGTON COUNTY, OREGON, AND CITY OF FOREST GROVE, OREGON, FOR REIMBURSEMENT OF COVID-19 SMALL BUSINESS EMERGENCY ASSISTANCE EXPENDITURES**

WHEREAS, the Intergovernmental Agreement (“Agreement”) is made and entered between Washington County, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as “County”, and the City of Forest Grove, acting by and through its City Council, hereinafter referred to as “City.” County and City may be jointly referred to herein as the “Parties” or individually as a “Party.”; and

WHEREAS, ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, on March 8, 2020, the Governor of Oregon declared an emergency under ORS 401.165 *et. seq.* due to the public health threat posed by the novel infectious coronavirus (COVID-19); and

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) became law and established the \$150 billion Coronavirus Relief Fund (Fund) from which the U.S. Department of the Treasury made payments to eligible units of local government, including the County; and

WHEREAS, the County received a payment from the Fund which, subject to the requirements of the CARES Act, can be used to reimburse necessary expenses associated with the provision of economic support for small businesses; and

WHEREAS, the City, in response to the COVID-19 public health threat, initiated an emergency small business grant program that provided awards up to \$2,500 to businesses with 25 or fewer employees within its jurisdiction; and

WHEREAS, on June 2, 2020, the Washington County Board of Commissioners approved the distribution of \$2,500,000 from the County’s allocation of the Fund to reimburse cities within Washington County for emergency assistance grants made to small business; and

WHEREAS, the City has requested a \$149,600.00 distribution from the Small Business Assistance funds to cover expenses already incurred in the form of emergency assistance grants to small business within the City’s jurisdictional boundaries.

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

Section 1. The City Council hereby approves the Intergovernmental Agreement (IGA) with Washington County and City of Forest Grove for reimbursement of Covid-19 Small Business Emergency Assistance Expenditures as follows:

- (1) County shall distribute \$149,600 from the Small Business Assistance funds within fourteen days of receipt of invoice for actual incurred expenses up to the same amount from City.
- (2) City may invoice the County for up to \$149,600 of the Small Business Assistance funds for actually incurred eligible expenditures.

Section 2. The City Manager is hereby authorized to execute the final IGA on behalf of the City of Forest Grove, notwithstanding substantial changes to IGA as provided in the attached Exhibit A.

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

PRESENTED AND PASSED this 13th day of July, 2020.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 13th day of July, 2020.

Peter B. Truax, Mayor

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WASHINGTON COUNTY AND CITY OF FOREST GROVE**
For Reimbursement Program and Small Business Emergency Assistance

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered between WASHINGTON COUNTY, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "County", and CITY of Forest Grove, acting by and through its City Council, hereinafter referred to as “City.” County and City may be jointly referred to herein as the “Parties” or individually as a “Party.”

RECITALS

1. WHEREAS, ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and
2. WHEREAS, on March 8, 2020 the Governor of Oregon declared an emergency under ORS 401.165 *et. seq.* due to the public health threat posed by the novel infectious coronavirus (COVID-19); and
3. WHEREAS, on March 11, 2020, COVID-19, which spreads person-to-person through coughing, sneezing and close personal contact, was declared a pandemic by the World Health Organization; and
4. WHEREAS on March 13, 2020 the President of the United States declared the COVID-19 outbreak a national emergency; and
5. WHEREAS on March 23, 2020, Oregon Governor Kate Brown issued Executive Order 20-12 (EO 20-12) which, among other things, ordered closure and prohibited operation of a wide range of businesses, restricted the operations of restaurants, bars, brew pubs, wine bars, cafes, food courts and coffee shops, and required social distancing for other retail businesses; and
6. WHEREAS, on March 27th, 2020 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) became law and established the \$150 billion Coronavirus Relief Fund (Fund) from which the U.S. Department of the Treasury made payments to eligible units of local government, including the County; and
7. WHEREAS, the County received a payment from the Fund which, subject to the requirements of the CARES Act, can be used to reimburse necessary expenses associated with the provision of economic support for small businesses; and
8. WHEREAS, the City, in response to EO 20-12 and the COVID-19 public health threat, initiated an emergency small business grant program that provided awards up to \$2,500 for rent or mortgage costs for one month for businesses with 25 or fewer employees

within its jurisdiction; and

9. WHEREAS, on June 2, 2020, the Washington County Board of Commissioners approved the distribution of \$2,500,000.00 from the County's allocation of the Fund (Small Business Assistance funds) to reimburse cities within Washington County for emergency assistance grants made to small business; and
10. WHEREAS the City has requested a \$149,600.00 distribution from the Small Business Assistance funds to cover expenses already incurred or to be incurred in the form of emergency assistance grants to small business within the City's jurisdictional boundaries; and
11. WHEREAS, the County desires to provide the City a portion of the Small Business Assistance funds to reimburse the City for unbudgeted expenses for emergency assistance grants and other small business assistance needs made necessary by the COVID-19 public health threat;

AGREEMENT

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

Article 1 COUNTY OBLIGATIONS

- 1.1 County shall distribute \$149,600.00 from the Small Business Assistance funds within fourteen days of receipt of invoice for actual incurred expenses up to the same amount from City.

Article 2 CITY OBLIGATIONS

- 2.1 City may invoice the County for up to \$149,600.00 of the Small Business Assistance funds for actually incurred eligible expenditures.
- 2.2 City will ensure all expenditures covered by the Small Business Assistance funds will be for programs and program costs that comply with the CARES Act. City understands and agrees that while a broad range of activities, services and programs may be authorized under the CARES Act, the County recommends City only cover expenditures tailored to assist small businesses in need of such assistance as allowed by the CARES Act. In any case, the City agrees not to cover its own expenditures that may otherwise be eligible expenditures under the CARES Act with the Small Business Assistance funds.
- 2.3 CITY will ensure the monies provided from the Small Business Assistance funds cover only and exclusively those expenditures and costs already incurred or to be incurred and:

- 2.3.1 Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19 within the meaning the CARES Act; and
- 2.3.2 Were not accounted for in the City's most recently approved budgets as of March 27, 2020; and
- 2.3.3 Were incurred during the period that begins March 8, 2020 and ends on July 31st, 2020.
- 2.4 City will not use any of the Small Business Assistance funds provided by the County as a revenue replacement for lower than expected tax or other revenue collections or for any other purpose not allowed by the CARES Act.
- 2.5 City will ensure all use of the Small Business Assistance funds will adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. City will review the guidance established by the U.S. Department of Treasury and will warrant that all expenditures have met the required guidance.
- 2.6 City will not use the Small Business Assistance funds for expenditures for which the City has already received any other emergency COVID-19 supplemental funding for the same expenditure.
- 2.7 In the event City uses the Small Business Assistance funds to reimburse expenditures for a qualifying small business assistance program or expense and subsequently receives or becomes eligible for additional emergency COVID-19 supplemental funding to reimburse the City for the same qualified expended small business assistance program or expense, the City will return the to the County, an amount equal to the Small Business Assistance funds used to cover for the same program or expense within thirty (30) days of receipt of or eligibility verification of, whichever is first, the additional supplemental funds.
- 2.8 City will retain all necessary documentation of all uses of the Small Business Assistance funds including but not limited to invoices and receipts in a manner consistent with §200.333 *Retention requirements for records of 2 CFR 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to the County upon request and may be subject to audit by the County or County's authorized agent.
- 2.9 City will comply with all terms in Attachment A, Federal Grant Funds, 2 CFR Part 200, Appendix II.

Article 3 GENERAL PROVISIONS

- 3.1 LAWS OF OREGON

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

3.2 DEFAULT

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

3.3 INDEMNIFICATION

This Agreement is for the benefit of the parties only. City agrees to indemnify and hold harmless the County, and its elected officials, directors, officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). City shall give County immediate written notice of any action or suit filed or any claim made against the County that may result in litigation in any way related to this Agreement. County retains the right, in its discretion, to defend any action with Counsel of this choosing.

3.4 INSURANCE

City shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

3.5 MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both Parties. The Parties agree that this Agreement may require modification as additional guidance becomes available.

3.6 DISBURSEMENTS REMAIN SUBJECT TO RECOVERY

All disbursements and payments under this Agreement, remain subject to recovery from City in accordance with the following:

- i. Notice of Underexpenditure, Overexpenditure, or Misexpenditure.

If County finds there has been an underexpenditure, overexpenditure or misexpenditure of moneys disbursed under this Agreement, County shall provide City with written notice thereof, with a detailed spreadsheet providing supporting data of an under, over or misexpenditure, and County and City shall engage in the process described in the Recovery of Underexpenditure, Overexpenditure or Misexpenditure section below.

ii. Recovery of Underexpenditure, Overexpenditure or Misexpenditure.

(a) City's Response. City shall have 90 calendar days from the effective date of the notice of underexpenditure, overexpenditure or misexpenditure or from the date of receipt of the notice, whichever is later, to pay County in full or notify County that it wishes to engage in the appeals process set forth in the Appeals Process section below. If City fails to respond within that 90 calendar-day time period, City shall promptly pay the noticed underexpenditure, overexpenditure or misexpenditure.

(b) Appeals Process. Upon receipt of the final notice, if City notifies County that it wishes to engage in the Appeals Process, City and County shall engage in non-binding discussions to give the City an opportunity to present reasons why it believes that there was no underexpenditure, overexpenditure or misexpenditure, or that the amount of the underexpenditure, overexpenditure or misexpenditure was different than the amount identified by County, and to give County the opportunity to reconsider its notice. City and County may negotiate an appropriate apportionment of responsibility for the repayment of an underexpenditure, overexpenditure or misexpenditure. At City request, County will meet and negotiate with City in good faith concerning appropriate apportionment of responsibility for repayment of an underexpenditure, overexpenditure or misexpenditure. In determining an appropriate apportionment of responsibility, City and County may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If County and City reach agreement on the amount owed to County, City shall promptly repay that amount to County by issuing payment to County. If County and City are unable to agree to whether there has been an underexpenditure, overexpenditure or misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including mediation and arbitration.

3.7 DISPUTE RESOLUTION

The Parties shall attempt to informally resolve any dispute concerning any Party's performance or decisions under this Agreement, or regarding the terms,

conditions or meaning of this Agreement. A neutral third party may be used if the parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both parties for a recommendation or resolution.

3.8 REMEDIES

Subject to the provisions in paragraph 3.6 and 3.7, any Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The Parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

3.9 EXCUSED PERFORMANCE

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

3.10 SEVERABILITY

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

3.11 INTEGRATION

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

Article 5 TERM OF AGREEMENT and SURVIVAL

5.1 This Agreement becomes effective on the last date signed below and shall terminate on August 31, 2020, unless extended by mutual written consent of the Parties.

5.2 City Obligations 2.7, 2.8 and 2.9 and General Provisions 3.3, 3.6 and 3.8 shall survive termination or expiration of this Agreement.

DATED this _____ day of _____, 2020.

ADD SIGNATURE BLOCKS

Attachment A
ATTACHMENT R
COVID-19 RESPONSE

Required for all Agreements that are funded in whole or in part by Federal Grant Funds
Clauses required in non-Federal entity's contracts

Source: 2 CFR Part 200, Appendix II

I. **Government Entity (Recipient) shall comply with all applicable provisions below.**

(A) ***Administrative, contractual, or legal remedies*** are addressed in the Intergovernmental Agreement (Term 3.3, 3.4 and 5.1) as well as any other applicable provisions in the Agreement and Attachments

(B) ***Termination provisions*** are addressed in the Intergovernmental Agreement (Term 5.1) as well as any other applicable provisions in the Agreement and Attachments

(C) ***Equal Employment Opportunity***. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) ***Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)***. If required by the federal funding source and if this Agreement is a prime construction contract in excess of \$2,000, Recipient shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5 “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). If this section applies, Recipient must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Recipient must pay wages not less than once a week. If applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. The decision to award a Contract is conditioned upon the acceptance of the wage determination. If applicable, the County will place a copy of the current prevailing wage determination

issued by the Department of Labor in the solicitation. If applicable, Recipient must accept the wage determination. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency. If applicable, Recipient must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Government Entities and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the amount of this contract exceeds \$100,000 and involves the employment of mechanics or laborers Recipient shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, if applicable, Recipient shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the funding for this Contract meets the definition of “funding agreement” under 37 CFR 401.2(a) and Contract is a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under this Agreement, Recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the federal awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). If the amount of this contract exceeds \$150,000 Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and

the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689).

Government Entity Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters. The Government Entity certifies to the best of its knowledge and belief that neither it nor any of its principals:

15.1 Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;

15.2 Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;

15.3 Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;

15.4 Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.

15.5 Are on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:

<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>

15.6 Are out of compliance with the tax laws of Oregon and all tax laws of political subdivisions of the State of Oregon, including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if Government Entity fails to comply with any tax laws during the term of the contract.

(I) 2 CFR Section 200.322 Procurement of recovered materials. Government Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40

CFR part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution before the United States Congress or any State or local legislature itself, or designed to

support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- g. The prohibitions in subsections 5 and 6 of this section shall include any activity increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

II. **FEMA Required Language:**

(A) To be eligible for FEMA assistance under the County's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or construction change must be allowable, allocable, within the scope of the County's grant or cooperative agreement, and for the completion of project scope. All changes to this Agreement to alter the method, price or schedule of work must be approved by written amendment to this Agreement signed by both parties.

(B) Access to Records: In addition to any other term or condition regarding access to records in this Agreement, Government Entity agrees to provide the FEMA administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Government Entity which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcripts. The Government Entity agrees to permit any of the foregoing

parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Government Entity agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

- (C) Government Entity shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- (D) Government Entity acknowledges that FEMA financial assistance will be used to fund this Agreement only and can be used for no other purposes. Government Entity will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- (E) The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Government Entity, or any other party pertaining to any matter resulting from this Agreement.
- (F) Government Entity acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Government Entity's actions pertaining to this Agreement.

*III. **HIPAA Compliance**.* If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Government Entity agrees to perform the work in compliance with HIPAA.



A place where families and businesses thrive.

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>9. B.</u>
MEETING DATE:	<u>07/13/2020</u>
FINAL ACTION:	<u>RESO 2020-72</u>

CITY COUNCIL STAFF MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Jeffrey King, Economic Development Program Manager*

MEETING DATE: *July 13, 2020*

SUBJECT TITLE: *Intergovernmental Agreement with Washington County for Establishment of a Covid-19 Small Business Grant Program in Forest Grove*

ACTION REQUESTED:

	Ordinance	Order	X	Resolution	X	Motion	Informational
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X all that apply

BACKGROUND: Due to the Covid-19 pandemic, Oregon’s Governor Brown issued a state of emergency and a number of executive orders that necessitated the closure and curtailment of many businesses. In March, 2020, Washington County received a direct allocation of \$105 million in Federal CARES ACT funds and in June 2020, County Commissioners funded a suite of programs to support small business in response to the impacts of the COVID-19 pandemic.

For one of these programs, the County approved \$10 million to distribute to Cities, via a funding formula, to establish small business grant programs for local businesses. Cities are invited to execute an IGA and prepare an invoice to access these funds. Forest Grove is eligible to receive \$212,000 from the County to design and administer their own small business emergency assistance grant program.

The program would be administered in-house by existing staff. There are two other resolutions related to this program: 1) a resolution establishing the grant program and 2) a budget resolution to accept the funds.

FISCAL IMPACT: Forest Grove would receive \$212,000 from Washington County CARES ACT funds to design and administer a small business grant program.

STAFF RECOMMENDATION: Staff recommends approval of the resolution.

ATTACHMENT(s):

- Resolution approving Intergovernmental Agreement (IGA) between Washington County and the City of Forest Grove
- Intergovernmental Agreement (IGA) between Washington County and the City of Forest Grove for Small Business Grant Program (Exhibit A)

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RESOLUTION NO. 2020-72

RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN WASHINGTON COUNTY, OREGON, AND CITY OF FOREST GROVE, OREGON, TO RECEIVE FUNDS TO ESTABLISH A SMALL BUSINESS GRANT PROGRAM

WHEREAS, the INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered between WASHINGTON COUNTY, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as “County”, and CITY of Forest Grove, acting by and through its City Council, hereinafter referred to as “City.” County and City may be jointly referred to herein as the “Parties” or individually as a “Party.”; and

WHEREAS, ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, on March 8, 2020, the Governor of Oregon declared an emergency under ORS 401.165 *et. seq.* due to the public health threat posed by the novel infectious coronavirus (COVID-19); and

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) became law and established the \$150 billion Coronavirus Relief Fund (Fund) from which the U.S. Department of the Treasury made payments to eligible units of local government, including the County; and

WHEREAS, the County received a payment from the Fund which, subject to the requirements of the CARES Act, can be used to cover expenditures related to the provision of grants to small business to reimburse costs of business interruption caused by required closures and restrictions; and

WHEREAS, on June 23, 2020, the Washington County Board of Commissioners approved the distribution of \$10,000,000.00 from the County’s allocation of the Fund (Small Business Assistance funds) for small business grant support in Washington County; and

WHEREAS, the County desires that a portion of the \$10,000,000.00 Small Business Grant fund be transferred to its cities, recognizing that cities are in a good position to know the particular needs of their business communities; and

WHEREAS, the City, desires to implement and operate a program, subject to the requirements of the CARES Act and County criteria, to provide grants to small businesses located within the City’s jurisdictional boundaries for necessary expenses due to the COVID-19 public health emergency; and

WHEREAS, the City has requested a \$212,000.00 distribution from the Small Business Grant Program.

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

Section 1. The City Council hereby approves the Intergovernmental Agreement (IGA) with Washington County and City of Forest Grove to establish and administer a Small Business Program in Forest Grove to assist businesses recovering from impacts due to the COVID-19 public health emergency as follows:

- (1) County shall distribute \$212,000.00 from the Small Business Assistance funds within fourteen days of the County approval of the City's Program.
- (2) City may invoice the County for up to \$212,000.00 of the Small Business Assistance funds for use in establishing and administering a program for grants to small business.

Section 2. The City Manager is hereby authorized to execute the final IGA on behalf of the City of Forest Grove, notwithstanding substantial changes to IGA as provided in the attached Exhibit A.

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

PRESENTED AND PASSED this 13th day of July, 2020.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 13th day of July, 2020.

Peter B. Truax, Mayor

**INTERGOVERNMENTAL AGREEMENT
BETWEEN WASHINGTON COUNTY AND CITY OF FOREST GROVE
For Small Business Grant Program**

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered between WASHINGTON COUNTY, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "County", and City of Forest Grove, an Oregon municipal corporation, acting by and through its City Council, hereinafter referred to as “City.” County and City may be jointly referred to herein as the “Parties” or individually as a “Party.”

RECITALS

1. WHEREAS, ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and
2. WHEREAS, on March 8, 2020 the Governor of Oregon declared an emergency under ORS 401.165 *et. seq.* due to the public health threat posed by the novel infectious coronavirus disease (COVID-19); and
3. WHEREAS, on March 11, 2020, COVID-19, which spreads person-to-person through coughing, sneezing and close personal contact, was declared a pandemic by the World Health Organization; and
4. WHEREAS on March 13, 2020 the President of the United States declared the COVID-19 outbreak a national emergency; and
5. WHEREAS on March 23, 2020, Oregon Governor Kate Brown issued Executive Order 20-12 (EO 20-12) which, among other things, ordered closure and prohibited operation of a wide range of businesses, restricted the operations of restaurants, bars, brew pubs, wine bars, cafes, food courts and coffee shops, and required social distancing for other retail businesses; and
6. WHEREAS, on March 27, 2020 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) became law and established the \$150 billion Coronavirus Relief Fund (Fund) from which the U.S. Department of the Treasury made payments to eligible units of local government, including the County; and
7. WHEREAS, the County received a payment from the Fund which, subject to the requirements of the CARES Act, can be used to cover expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures or restrictions; and
8. WHEREAS, the City, desires to implement and operate a program, subject to the

requirements of the CARES Act and County criteria, to provide grants to small businesses located within the City's jurisdictional boundaries for necessary expenses due to the COVID-19 public health emergency; and

9. WHEREAS, on June 23, 2020, the Washington County Board of Commissioners approved the distribution of \$10,000,000.00 from the County's allocation of the Fund (Small Business Grant Program fund) for small business grant support in Washington County; and
10. WHEREAS, the County desires that a portion of the \$10,000,000.00 Small Business Grant Program fund be transferred to its cities, recognizing that cities are in a good position to know the particular needs of their business communities; and
11. WHEREAS the City has requested a \$212,000 distribution from the Small Business Grant Program; and
12. WHEREAS, the County desires to provide the City a portion of the Small Business Grant Program funds for the provision of small business grants for expenses made necessary by the COVID-19 public health threat;

AGREEMENT

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

Article 1 CITY OBLIGATIONS

- 1.1 City shall develop and implement a grant program (City Program) to provide grants to assist small business within the City's jurisdictional boundary. The City Program shall:
 - 1.1.1 Comply with the CARES Act and ensure all expenditures covered by grants provided with the Small Business Grant Program funds comply with the CARES Act and:
 - 1.1.1.1 Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19 within the meaning the CARES Act; and
 - 1.1.1.2 Were not accounted for in the City's most recently approved budgets as of March 27, 2020; and
 - 1.1.1.3 Were incurred during the period that begins March 8, 2020 and ends on December 30, 2020.

- 1.1.2 Adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. City will regularly review the guidance established by the U.S. Department of Treasury and will warrant that all small business grant expenditures have met the required guidance.
 - 1.1.3 Develop and impose eligibility criteria that requires a recipient to have a physical presence in Washington County and within the jurisdiction boundaries of the City.
 - 1.1.4 Develop and impose a selection process, consistent with federal law, that ensures business owners from historically disadvantaged populations have equitable access to the City Program and the Small Business Grant Program funds.
- 1.2 City may implement and operate the City Program internally or may contract with a third party to implement and operate the City Program. If the City contracts with a third party to implement and operate the City Program, City use Small Business Grant Program funds to cover a reasonable fee, relative to the total amount of the program, so long as such expense otherwise complies with the CARES Act.
- 1.3 Within 10 business days of execution of this Agreement, City shall provide County with a written plan detailing the implementation and operational specifics of the City Program and demonstrating the City Program complies with this Agreement. The City Program will provide for all Small Business Grant Program funds to be awarded and committed by November 15, 2020. Prior to disbursement of funds, the County will review the City Program plan for compliance and reserves the right to withhold any allocation of Small Business Grant Program funds to the City until the County has approved the City Program.
- 1.5 City may invoice the County for up to \$212,000 of the Small Business Grant Program funds together with submission of the City Program documentation.
- 1.6 No later than September 30, 2020, City shall submit to the County a report which provides how many grants, together with award amounts, have been awarded and committed, the amount of Small Business Grant Program funds that remain uncommitted, and a plan detailing how the remainder of the Small Business Grant Program funds will be allocated by November 15, 2020 according to the City Program.
- 1.7 City agrees that any Small Business Grant Program funds not distributed or committed by November 15, 2020 will be returned to the County no later than November 20, 2020. No invoice from the County shall be required under this term.

- 1.8 Upon conclusion of the City Program, and no later than December 1, 2020, the City shall provide the County with a final report which, at minimum, will provide how many businesses received grants, demographic data on award recipients, information specifying participation by historically disadvantaged business owners, receipts, invoices and other relevant documentation showing compliance with the CARES Act and this Agreement, agency audits, if any, and any other information relevant to the City Program.
- 1.9 The City shall require that all written marketing materials, press releases and reporting regarding the City's Program or use of the City's allocation of the Small Business Grant Program will acknowledge the County as the funder.
- 1.10 The City agrees not to cover its own expenditures that may otherwise be eligible expenditures under the CARES Act with the Small Business Grant Program funds.
- 1.11 City will not use any of the Small Business Grant Program funds provided by the County as a revenue replacement for lower than expected tax or other revenue collections or for any other purpose not allowed by the CARES Act.
- 1.12 City will not use the Small Business Grant Programs funds for small business grant expenditures for which the City has already received any other emergency COVID-19 supplemental funding for the same expenditure.
- 1.13 City will retain, and require any recipient or contractor administering the City's Program to retain, all necessary documentation of all uses of the Small Business Grant Program funds including but not limited to invoices and receipts in a manner consistent with §200.333 *Retention requirements for records of 2 CFR 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be promptly produced to the County upon request and may be subject to audit by the County or County's authorized agent.
- 1.14 City will comply, and require any recipient or contractor administering the City's Program, to comply with all terms in Attachment R.

Article 2 COUNTY OBLIGATIONS

- 2.1 County shall review City Program plan and provide comments or approval within 5 business days of submission. In the event the County requests changes to the City Program, City will resubmit the City Program plan as soon as practical and County will review and provide comments or approval within 2 business days of resubmittal. Review and resubmittal shall continue until the County approves the City Program, if at all. Nothing in this section requires the County to approve the City Program.

- 2.2 County shall distribute \$212,000.00 from the Small Business Grant Program funds within fourteen days of County approval of the City's Program.

Article 3 GENERAL PROVISIONS

3.1 LAWS OF OREGON

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

3.2 DEFAULT

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

3.3 INDEMNIFICATION

This Agreement is for the benefit of the parties only. City agrees to indemnify and hold harmless the County, and its elected officials, directors, officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). City shall give County prompt written notice of any action or suit filed or any claim made against the County that may result in litigation in any way related to this Agreement. County retains the right, in its discretion, to defend any action with Counsel of this choosing.

3.4 INSURANCE

City shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

3.5 MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both Parties. The Parties agree that this Agreement may require modification as additional guidance becomes available.

3.6 DISBURSEMENTS REMAIN SUBJECT TO RECOVERY

All disbursements and payments under this Agreement, remain subject to recovery from City in accordance with the following:

i. Notice of Underexpenditure, Overexpenditure, or Misexpenditure.

If County finds there has been an underexpenditure, overexpenditure or misexpenditure of moneys disbursed under this Agreement, County shall provide City with written notice thereof, with a detailed spreadsheet providing supporting data of an underexpenditure, overexpenditure or misexpenditure, and County and City shall engage in the process described in the Recovery of Underexpenditure, Overexpenditure or Misexpenditure section below.

ii. Recovery of Underexpenditure, Overexpenditure or Misexpenditure.

(a) City's Response. City shall have 90 calendar days from the effective date of the notice of underexpenditure, overexpenditure or misexpenditure or from the date of receipt of the notice, whichever is later, to pay County in full or notify County that it wishes to engage in the appeals process set forth in the Appeals Process section below. If City fails to respond within that 90 calendar-day time period, City shall promptly pay the noticed underexpenditure, overexpenditure or misexpenditure.

(b) Appeals Process. Upon receipt of the final notice, if City notifies County that it wishes to engage in the Appeals Process, City and County shall engage in non-binding discussions to give the City an opportunity to present reasons why it believes that there was no underexpenditure, overexpenditure or misexpenditure, or that the amount of the underexpenditure, overexpenditure or misexpenditure was different than the amount identified by County, and to give County the opportunity to reconsider its notice. City and County may negotiate an appropriate apportionment of responsibility for the repayment of an underexpenditure, overexpenditure or misexpenditure. At City request, County will meet and negotiate with City in good faith concerning appropriate apportionment of responsibility for repayment of an underexpenditure, overexpenditure or misexpenditure. In determining an appropriate apportionment of responsibility, City and County may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If County and City reach agreement on the amount owed to County, City shall promptly repay that amount to County by issuing payment to County. If County and City are unable to agree to whether there has been an underexpenditure, overexpenditure or misexpenditure or as to the amount owed, the parties

may agree to consider further appropriate dispute resolution processes, including mediation and arbitration.

3.7 DISPUTE RESOLUTION

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

3.8 REMEDIES

Subject to the provisions in paragraph 3.6 and 3.7, any Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Washington County Circuit Court. The Parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

3.9 EXCUSED PERFORMANCE

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

3.10 SEVERABILITY

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

3.11 INTEGRATION

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

Article 5 TERM OF AGREEMENT and SURVIVAL

5.1 This Agreement becomes effective on the last date signed below and shall

terminate on December 31, 2020, unless extended by mutual written consent of the Parties.

5.2 City Obligations 1.6, 1.8, 1.11, 1.12 and 1.13 and General Provisions 3.3, 3.6 and 3.8 shall survive termination or expiration of this Agreement.

DATED this _____ day of _____, 2020.

WHEREAS, all the aforementioned is hereby agreed upon by the parties and executed by the duly authorized signatures below.

WASHINGTON COUNTY, OREGON

CITY OF FOREST GROVE OREGON

CAO

CITY MANAGER

DATE

DATE

RECORDING SECRETARY

CITY RECORDER

APPROVED AS TO FORM:

Cortney Duke-Driessen
Sr. Assistant County Counsel

City Attorney

DATE

DATE

ATTACHMENT R
Intergovernmental Agreement ONLY
COVID-19 RESPONSE

Required for all Agreements that are funded in whole or in part by Federal Grant Funds
Clauses required in non-Federal entity's contracts

Source: 2 CFR Part 200, Appendix II

Catalog of Federal Domestic Assistance (CFDA) number(s) of federal funds to be paid through this Agreement:

Contractor or Sub-Recipient Determination - Washington County determines that:
Recipient is a sub-recipient; OR Recipient is a contractor

AUDIT CLAUSES

Recipient shall comply with the following applicable provisions below.

Audits/Costs

- A. Recipients receiving federal funds in excess of \$750,000 from all sources in the Recipient's fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Subrecipient, if subject to this requirement shall at Recipient's own expense submit to County a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to County the annual audit of any subrecipients(s), contractor(s), or subcontractor(s) of Subrecipient responsible for the financial management of funds received under this Agreement.
- B. Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If Subrecipient did not expend \$750,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform and audit, costs for performance of that audit shall not be charged to the grant.
- C. Subrecipient shall save, protect and hold harmless County from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.

Maintenance of Financial Records

Recipient must maintain auditable financial records per generally accepted accounting principles and in accordance with OAR 309-013-0075 through 0220 and in sufficient detail to permit County or the State to verify how any payments received under this Agreement were expended.

Access to Records

Recipient agrees to permit a program reviewer or an auditor of the Federal, State, or County government or their agents to have access to records and financial statements as may be necessary. Access to records by the County or State may be with notice or without notice. Any refunds to or disallowances by the Federal Government, the State, or the County resulting from audits shall be the sole responsibility of Recipient for payment to the Federal Government, the State, or the County.

Cost Principles

The parties agree to comply with any applicable cost principles established for determining the allowable costs incurred as set forth in 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), OR circulars superseded by 2 CFR 200 (OMB Circular A-87 (State and Local Governments), OMB Circular A-122 (Nonprofit Organizations), OMB Circular A-21 (Institutions of Higher Learning), 45 CFR Part 74 (Appendix E Hospitals), FAR 48 Subpart 31.2 (For profit Organizations). The parties further agree to comply with, as applicable, the administrative standards for grants set forth in 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

Financial Reports

Recipients determined to be sub-recipients of Federal funds who receive Federal awards during the current contract year from County shall provide County with a Financial Report prepared in accordance with generally accepted accounting principles upon which an independent certified public accountant has expressed an opinion. Such report shall account for funds received during the County's fiscal year, July 1 through June 30, or any part of the County's fiscal year occurring during the term of this Agreement. The report must be submitted within six months of the Recipient's fiscal year end. If the Recipient is unable to meet the deadline, they may request, in writing, an extension of up to three months. Failure to provide County with the annual Financial Report may result in withholding of payments due to the Recipient or termination of this agreement. If the Recipient has a different fiscal year from the County, then the report shall account for funds received during the Recipient's fiscal year.

Expenditure Records

Recipient shall document the expenditure of all funds paid to Recipient under this Agreement. Unless applicable federal law requires Recipient to utilize a different accounting system, Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit County to verify how the funds paid to Recipient under this contract were expended.

I. **Government Entity (Recipient) shall comply with all applicable provisions below.**

(A) ***Administrative, contractual, or legal remedies*** are addressed in the Intergovernmental Agreement (Sections 3.3, 3.4 and 5.1) as well as any other applicable provisions in the Agreement and Attachments

(B) ***Termination provisions*** are addressed in the Intergovernmental Agreement (Section 6) as well as any other applicable provisions in the Agreement and Attachments

(C) ***Equal Employment Opportunity***. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) ***Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)***. If required by the federal funding source and if this Agreement is a prime construction contract in excess of \$2,000, Recipient shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5 “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). If this section applies, Recipient must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Recipient must pay wages not less than once a week. If applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. The decision to award a Contract is conditioned upon the acceptance of the wage determination. If applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. If applicable, Recipient must accept the wage determination. If applicable, County will report all suspected or reported

violations by Recipient to the Federal awarding agency. If applicable, Recipient must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Government Entities and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Recipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the amount of this contract exceeds \$100,000 and involves the employment of mechanics or laborers Recipient shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, if applicable, Recipient shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the funding for this Contract meets the definition of “funding agreement” under 37 CFR 401.2(a) and Contract is a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under this Agreement, Recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the federal awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). If the amount of this contract exceeds \$150,000 Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689).

Government Entity Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters. The Government Entity certifies to the best of its knowledge and belief that neither it nor any of its principals:

- a. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
- b. Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;
- c. Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 15.2 of this certification;
- d. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.
- e. Are on the list titled “Specially Designated Nationals and Blocked Persons” maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>
- f. Are out of compliance with the tax laws of Oregon and all tax laws of political subdivisions of the State of Oregon, including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if Government Entity fails to comply with any tax laws during the term of the contract.

(I) 2 CFR Section 200.322 Procurement of recovered materials. Government Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA

guidelines.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- c. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- e. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
- f. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the United States Congress or any State government,

State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- g. The prohibitions in subsections 5 and 6 of this section shall include any activity increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

- h. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

II. **FEMA Required Language:**

- (A) To be eligible for FEMA assistance under the County's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or construction change must be allowable, allocable, within the scope of the County's grant or cooperative agreement, and for the completion of project scope. All changes to this Agreement to alter the method, price or schedule of work must be approved by written amendment to this Agreement signed by both parties.

- (B) Access to Records: In addition to any other term or condition regarding access to records in this Agreement, Government Entity agrees to provide the FEMA administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Government Entity which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcripts. The Government Entity agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Government Entity agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

- (C) Government Entity shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without

specific FEMA pre-approval.

(D) Government Entity acknowledges that FEMA financial assistance will be used to fund this Agreement only and can be used for no other purposes. Government Entity will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(E) The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Government Entity, or any other party pertaining to any matter resulting from this Agreement.

(F) Government Entity acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Government Entity's actions pertaining to this Agreement.

*III. **HIPAA Compliance**.* If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Government Entity agrees to perform the work in compliance with HIPAA.



A place where families and businesses thrive.

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>9. C.</u>
MEETING DATE:	<u>07/13/2020</u>
FINAL ACTION:	<u>RESO 2020-73</u>

CITY COUNCIL STAFF MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Bryan Pohl, Community Development Director
Jeff King, Economic Development Manager*

MEETING DATE: *July 13, 2020*

SUBJECT TITLE: *Resolution Authorizing the Establishment of a Small Business Emergency Assistance Grant Program: Round 2*

ACTION REQUESTED:

	Ordinance	Order	X	Resolution	X	Motion	Informational
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X all that apply

BACKGROUND: The City of Forest Grove and the Forest Grove Urban Renewal Agency have taken a leading role in assisting small businesses in Forest Grove. In March, the Urban Renewal Agency (URA) Board of Directors established the Small Business Emergency Assistance Grant Program and directed \$125,000 in assistance to 80 businesses to pay for April’s rent or mortgage. All requests for business assistance were approved and funded. The City Council extended the program to small businesses outside the Urban Renewal Area and in May, 2020, authorized \$25,000 in assistance under the same criteria for businesses outside the Urban Renewal Area.

Since this time, the County has been apportioned \$105 million in Federal Cares Act monies. A portion of these monies are being distributed to cities for small business economic recovery assistance. These distributions have taken two forms: 1) reimbursement for small business recovery assistance expenses already incurred (this will occur via a separate resolution) and 2) additional assistance to implement another small business recovery assistance program. The County is apportioning the City of Forest Grove \$212,000 for this purpose and program.

PURPOSE AND PROGRAM: The purpose of this resolution is to create a Small Business Emergency Assistance Program: Round 2. Many of the same qualification criteria would remain the same as the initial Small Business Emergency Assistance Program, however, because businesses are now open and have experienced actual revenue losses, this program is tailored to be based on need for incurred losses rather than reimbursement for rent or mortgage, and on equity and fairness based on business size and on the method for applying and receiving grants.

The Round 2 grant program structure is proposed as follows:

- All small businesses with less than 25 full-time equivalent employees could apply.

- The small business must be located in a commercial storefront.
- The small business must have a Forest Grove business license.
- Business can be a locally owned franchise of a national chain.
- For small businesses that were entirely closed for April or May and did not receive notice of the prior assistance program, they could apply for April or May rent or mortgage reimbursement. These same businesses could also apply for additional funding under this program. These businesses will be reimbursed for rent or mortgage prior to any grants being awarded under the new program.
- To better match the size of the grant to the size of the business, there would be four small business categories with four corresponding levels of funding:
 - 1-5 FTE's: \$2,500
 - 6-10 FTE's: \$3,000
 - 11-15 FTE's: \$3,500
 - 16-25 FTE's: \$4,000
- To assure the funds go to those most in need, the applicants would self-certify the amount of their revenue losses from April 1-May 31 by certifying one of the following categories. The application would note that spot audits may be done on any or all applicants.
 - 100% (businesses that were mandated to fully close by Executive Order)
 - 75% or more
 - 50% or more
 - 25% or more
- Grants will be allocated to those business with the highest losses first and as funds are available. For example, all 100% applicants will be funded first, then 75% or more applicants, and so on, until all grant funds are expired.
- In an effort to assure that all businesses that qualify are eligible and know of the program, the application period will remain open for 30 days and applicants can apply in person or on-line. Staff will advertise the program through the Business Recovery Center, Chamber of Commerce, Economic Development Commission, website, and social media.

FISCAL IMPACT: The program will award up to \$212,000 in grants. However, because these funds are being derived from Washington County's share of the Federal CARES Act, there will be no impact to the general fund from the enactment of this program.

STAFF RECOMMENDATION: Staff recommends that Council approve the proposed resolution directing staff to implement the Small Business Emergency Assistance Program: Round Two.

ATTACHMENT(s):

- Resolution approving the Small Business Emergency Assistance Program: Round Two

RESOLUTION NO. 2020-73**RESOLUTION DIRECTING CITY MANAGER TO IMPLEMENT THE
SMALL BUSINESS EMERGENCY ASSISTANCE PROGRAM: ROUND TWO**

WHEREAS, on March 8, 2020, the Governor of Oregon declared an emergency under ORS 401.165 *et. seq.* due to the public health threat posed by the novel infectious coronavirus (COVID-19); and

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) became law and established the \$150 billion Coronavirus Relief Fund (Fund) from which the U.S. Department of the Treasury made payments to eligible units of local government, including the County; and

WHEREAS, Washington County received a payment from the Fund which, subject to the requirements of the CARES Act, can be used to reimburse necessary expenses associated with the provision of economic support for small businesses; and

WHEREAS, the County desires that a portion of the \$10,000,000.00 Small Business Grant Program fund be transferred to its cities, recognizing that cities are in a good position to know the particular needs of their business communities; and

WHEREAS, the County desires to provide the City a portion of the Small Business Grant Program funds for the provision of small business grants for expenses made necessary by the COVID-19 public health threat; and

WHEREAS, the City has requested \$212,000 from this Fund in order to provide economic relief for small businesses within the City of Forest Grove; and

WHEREAS, the Forest Grove City Council desires to utilize this funding to provide economic relief to those businesses that were most severely impacted by revenue losses due to these circumstances.

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

Section 1. The City Council hereby authorizes the City Manager to implement the "Small Business Emergency Assistance Program: Round Two," using the criteria outlined in the staff memorandum, dated July 13, 2020 (Exhibit A).

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

PRESENTED AND PASSED this 13th day of July, 2020.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 13th day of July, 2020.

Peter B. Truax, Mayor



A place where families and businesses thrive.

<u>CITY RECORDER USE ONLY:</u>	
AGENDA ITEM #:	<u>10.</u>
MEETING DATE:	<u>07/13/2020</u>
FINAL ACTION:	<u>RESO 2020-74</u>

CITY COUNCIL STAFF MEMORANDUM

TO: *City Council*

FROM: *Jesse VanderZanden, City Manager*

PROJECT TEAM: *Michael Kinkade, Fire Chief/Emergency Manager*

MEETING DATE: *July 13, 2020*

SUBJECT TITLE: *Intergovernmental Agreement with Washington County to Receive Funds from the Cares Act and City and Special District Assistance Program*

ACTION REQUESTED:

	Ordinance	Order	X	Resolution	X	Motion	Informational
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X all that apply

BACKGROUND: Due to the Covid-19 pandemic, Oregon’s Governor Brown issued a state of emergency and a number of executive orders that necessitated the expenditure of revenues to respond to the emergency. In March, 2020, Washington County approved the distribution of \$7,000,000 from the County’s allocation of the fund to reimburse cities and special districts within Washington County for necessary expenses related to the COVID-19 public health emergency.

FISCAL IMPACT: Forest Grove would receive reimbursement from the Washington County CARES ACT funds for necessary expenses related to the Coronavirus Disease 2019-20 public health emergency.

STAFF RECOMMENDATION: Staff recommends approval of the resolution.

ATTACHMENT(s):

- Resolution approving Intergovernmental Agreement (IGA) between Washington County and the City of Forest Grove
- Intergovernmental Agreement (IGA) between Washington County and the City of Forest Grove to Receive Funds from the Cares Act and City and Special District Assistance Program (Exhibit A)

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RESOLUTION NO. 2020-74

RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN WASHINGTON COUNTY, OREGON, AND CITY OF FOREST GROVE, OREGON, TO RECEIVE FUNDS FROM THE CARES ACT AND CITY AND SPECIAL DISTRICT ASSISTANCE PROGRAM

WHEREAS, the Intergovernmental Agreement (“Agreement”) is made and entered between Washington County, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "County", and City of Forest Grove, acting by and through its City Council, hereinafter referred to as "City." County and City may be jointly referred to herein as the "Parties" or individually as a "Party."; and

WHEREAS, ORS 190.010 authorizes agencies to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and

WHEREAS, on March 8, 2020, the Governor of Oregon declared an emergency under ORS 401.165 *et. seq.* due to the public health threat posed by the novel infectious coronavirus (COVID-19); and

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) became law and established the \$150 billion Coronavirus Relief Fund (Fund) from which the U.S. Department of the Treasury made payments to eligible units of local government, including the County; and

WHEREAS, the County received a payment from the Fund which, subject to the requirements of the CARES Act and 2 CFR 200, can be used to reimburse necessary expenses associated with the COVID-19 Public Health Emergency; and

WHEREAS, on June 2, 2020, the Washington County Board of Commissioners approved the distribution of \$7,000,000.00 from the County’s allocation of the Fund (City and Special District Assistance Program) to reimburse cities and special districts within Washington County for necessary expenses related to COVID-19 public health emergency; and

WHEREAS, the City, desires to request reimbursement, subject to the requirements of the CARES Act and County criteria, for necessary expenses due to the COVID-19 public health emergency.

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

reimbursement for unbudgeted expenses for needs made necessary by the COVID-19 public health emergency.

Section 2. The City Manager is hereby authorized to execute the final IGA on behalf of the City of Forest Grove, notwithstanding substantial changes to IGA as provided in the attached Exhibit A.

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

PRESENTED AND PASSED this 13th day of July, 2020.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 13th day of July, 2020.

Peter B. Truax, Mayor

**INTERGOVERNMENTAL AGREEMENT BETWEEN WASHINGTON COUNTY AND
CITY OF FOREST GROVE**

For City and Special District Assistance Program

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered between WASHINGTON COUNTY, a political subdivision of the State of Oregon, acting by and through its elected officials, hereinafter referred to as "County", and the CITY OF FOREST GROVE, acting by and through its elected officials, hereinafter referred to as “Organization.” County and Organization may be jointly referred to herein as the “Parties” or individually as a “Party.”

RECITALS

1. WHEREAS, ORS 190.010 authorizes units of local government to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has the authority to perform; and
2. WHEREAS, on March 8, 2020 the Governor of Oregon declared an emergency under ORS 401.165 et. seq. due to the public health threat posed by the novel infectious coronavirus (COVID-19); and
3. WHEREAS, on March 11, 2020, COVID-19, which spreads person-to-person through coughing, sneezing and close personal contact, was declared a pandemic by the World Health Organization; and
4. WHEREAS on March 13, 2020 the President of the United States declared the COVID19 outbreak a national emergency; and
5. WHEREAS on March 23, 2020, Oregon Governor Kate Brown issued Executive Order 20-12 (EO 20-12) which, among other things, ordered closure and prohibited operation of a wide range of business, restricted the operations of restaurants, bars, brew pubs, wine bars, cafes, food courts, and coffee shops, and required social distancing for other retail businesses; and
6. WHEREAS, on March 27, 2020 the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) became law and established the \$150 billion Coronavirus Relief Fund (Fund) from which the U.S. Department of the Treasury made payments to eligible units of local government, including the County; and
7. WHEREAS, the County received a payment from the Fund which, subject to the requirements of the CARES Act and 2 CFR 200, can be used to reimburse necessary expenses associated with the COVID-19 Public Health Emergency; and
8. WHEREAS, on June 2, 2020, the Washington County Board of Commissioners approved the distribution of \$7,000,000.00 from the County’s allocation of the Fund (City and Special District Assistance Program) to reimburse cities and special districts within Washington County for necessary expenses related to COVID-19 public health emergency; and

9. 9. WHEREAS, The Washington County Cities and Special Districts Assistance Program is funded by the CARES (Coronavirus Aid, Relief, and Economic Security) Act Coronavirus Relief Fund (CRF) to provide economic relief to cities and special districts that are located primarily in Washington County for necessary expenses related to the Coronavirus Disease 2019 (COVID-19) public health emergency
10. WHEREAS the Organization has applied for allocation of a portion of the City and Special District Assistance Program funds as a Subrecipient under the CARES Act to cover expenses already incurred or to be incurred in the form of unbudgeted necessary expenses due to the COVID-19 public health emergency; and
11. WHEREAS, the County desires to provide the Organization a portion of the City and Special District Assistance Program funds to reimburse the Organization for unbudgeted expenses for needs made necessary by the COVID-19 public health threat;

AGREEMENT

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

Article 1 COUNTY OBLIGATIONS

- (1) County shall distribute at total of up to \$\$\$ from the City and Special District Assistance funds within ten days of receipt of the required reports including backup documentation for actual incurred expenses from Organization.
- (2) Review all monthly reports and reimbursement requests promptly and request any further clarifying documentation or information from Organization to verify and approve reports and requests.

Article 2 ORGANIZATION OBLIGATIONS

- (1) Organization may request reimbursement from the County for up to \$\$\$ of the City and Special District Assistance funds in their initial report and following monthly reports for actually incurred eligible expenditures.
- (2) Organization shall submit an initial report with reimbursement request no later than August 15th, 2020 to the County for expenditures actually incurred from March 1st, 2020 through July 31st, 2020 to be reimbursed with City and Special Districts Assistance funds. This report and all other reports shall include copies of all receipts, invoices, payroll reports, or other relevant backup for all expenditures that the award recipient is asking to be reimbursed for. All reports and documentation are to be submitted by email to the Program Coordinator, Christine Thornhill, Christine_Thornhill@co.washington.or.us

- (3) Organization shall submit monthly reports and reimbursement requests on or before the 15th day of each month following the initial report for the previous month's actually incurred expenditures that are to be reimbursed by the County (for example: September 15th's report contains August 1st through August 31st expenditures).
- (4) Organization shall submit a Final report and reimbursement request on or before November 30th, 2020 for expenditures incurred between November 1st, 2020 through November 15th, 2020.
- (5) Organization shall promptly provide any documentation requested by County in relation to the City and Special District Assistance Program.
- (6) Organization shall make available to Washington County Finance a final copy of all Organization's audits that cover any period during which CARES Act grant funds were expended.
- (7) Organization shall adhere to any and all compliance requirements from the federal government regarding Federal grant funds, as well as any additional guidance or restrictions on the funds instituted by the County.
- (8) Organization shall send updated insurance COI's for the duration of the agreement as they come available to the Contract Administrator, Will Culver, Will_Culver@co.washington.or.us
- (9) Organization will ensure all expenditures covered by the City and Special District Assistance funds will be for programs and program costs that comply with the CARES Act.
- (10) Organization understands and agrees that while a broad range of activities, services and programs may be authorized under the CARES Act, the County recommends Organization only cover internal expenditures as allowed by the CARES Act. In any case, the Organization agrees to cover only its own expenditures that may be eligible expenditures under the CARES Act with the City and Special District Assistance funds and may not distribute funds to any other subrecipient for any reason.
- (11) Organization will ensure the monies provided from the City and Special District Assistance funds only and exclusively cover those expenditures and costs already incurred or to be incurred and:
 - 2.11.1. Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19 within the meaning the CARES Act; and
- (12) Were not accounted for in the Organization's most recently approved budgets as of March 27, 2020; and
- (13) Were incurred during the period that begins March 1, 2020 and ends on November 15th, 2020.

- (14) Organization will not use any of the City and Special District Assistance funds provided by the County as a revenue replacement for lower than expected tax or other revenue collections or for any other purpose not allowed by the CARES Act.
- (15) Organization will ensure all use of the City and Special District Assistance funds will adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Organization will review the guidance established by the U.S. Department of Treasury and will warrant that all expenditures have met the required guidance.
- (16) Organization will not use the City and Special District Assistance funds for expenditures for which the Organization has already received any other emergency COVID-19 supplemental funding for the same expenditure.
- (17) In the event Organization uses the City and Special District Assistance funds to reimburse expenditures for a qualifying City and Special District Assistance program expense and subsequently receives or becomes eligible for additional emergency COVID-19 supplemental funding to reimburse the Organization for the same qualified expended City and Special District Assistance program expense, the Organization will return the funds to the County, an amount equal to the City and Special District Assistance funds used to cover for the same program or expense within thirty (30) days of receipt of or eligibility verification of, whichever is first, the additional supplemental funds.
- (18) Organization will retain all necessary documentation of all uses of the City and Special District Assistance funds including but not limited to invoices and receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR 2 Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to the County upon request and may be subject to audit by the County or County's authorized agent.
- (19) Organization will comply with all terms in Attachment R, Federal Grant Funds, 2 CFR Part 200, Appendix II.

Article 3 GENERAL PROVISIONS

(1) LAWS OF OREGON

The parties shall comply with all applicable laws and regulations regarding the handling and expenditure of public funds. This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

(2) DEFAULT

Time is of the essence in the performance of the Agreement. Either party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. The non-defaulting party

shall provide the other party with written notice of default and allow thirty (30) days within which to cure the defect.

(3) INDEMNIFICATION

This Agreement is for the benefit of the parties only. Organization agrees to indemnify and hold harmless the County, and its elected officials, directors, officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services or in any way resulting from the negligent or wrongful acts or omissions of the indemnifying party and its officers, employees and agents. To the extent applicable, the above indemnification is subject to and shall not exceed the limits of liability of the Oregon Tort Claims Act (ORS 30.260 through 30.300). Organization shall give County immediate written notice of any action or suit filed or any claim made against the County that may result in litigation in any way related to this Agreement. County retains the right, in its discretion, to defend any action with Counsel of this choosing.

(4) INSURANCE

Organization shall maintain insurance levels or self-insurance in accordance with ORS 30.282, for the duration of this Agreement at levels necessary to protect against public body liability as specified in ORS 30.269 through 30.274.

(5) MODIFICATION OF AGREEMENT

No waiver, consent, modification or change of terms of this Agreement shall be binding unless in writing and signed by both Parties. The Parties agree that this Agreement may require modification as additional guidance becomes available.

(6) DISBURSEMENTS REMAIN SUBJECT TO RECOVERY

All disbursements and payments under this Agreement, remain subject to recovery from Organization in accordance with the following:

(1) Notice of Underexpenditure, Overexpenditure, or Misexpenditure.

If County finds there has been an underexpenditure, overexpenditure or misexpenditure of moneys disbursed under this Agreement, County shall provide Organization with written notice thereof, with a detailed spreadsheet providing supporting data of an underexpenditure, overexpenditure or misexpenditure, and County and Organization shall engage in the process described in the Recovery of Underexpenditure, Overexpenditure or Misexpenditure section below.

(2) Recovery of Underexpenditure, Overexpenditure or Misexpenditure.

- (1) Organization's Response. Organization shall have 90 calendar days from the effective date of the notice of underexpenditure, overexpenditure or misexpenditure or from the date of receipt of the notice, whichever is later, to pay County in full or notify County that it wishes to engage in the appeals process set forth in the Appeals Process section below. If Organization fails to respond within that 90 calendar-day time period, Organization shall promptly pay the noticed underexpenditure, overexpenditure or misexpenditure.
- (2) Appeals Process. Upon receipt of the final notice, if Organization notifies County that it wishes to engage in the Appeals Process, Organization and County shall engage in non-binding discussions to give the Organization an opportunity to present reasons why it believes that there was no underexpenditure, overexpenditure or misexpenditure, or that the amount of the underexpenditure, overexpenditure or misexpenditure was different than the amount identified by County, and to give County the opportunity to reconsider its notice. Organization and County may negotiate an appropriate apportionment of responsibility for the repayment of an underexpenditure, overexpenditure or misexpenditure. At Organization request, County will meet and negotiate with Organization in good faith concerning appropriate apportionment of responsibility for repayment of an underexpenditure, overexpenditure or misexpenditure. In determining an appropriate apportionment of responsibility, Organization and County may consider any relevant factors. An example of a relevant factor is the extent to which either party contributed to an interpretation of a statute, regulation or rule prior to the expenditure that was officially reinterpreted after the expenditure. If County and Organization reach agreement on the amount owed to County, Organization shall promptly repay that amount to County by issuing payment to County. If County and Organization are unable to agree to whether there has been an underexpenditure, overexpenditure or misexpenditure or as to the amount owed, the parties may agree to consider further appropriate dispute resolution processes, including mediation and arbitration.

(7) DISPUTE RESOLUTION

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

(8) REMEDIES

Subject to the provisions in paragraph 3.6 and 3.7, any Party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in

Washington County Circuit Court. The Parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.

(9) EXCUSED PERFORMANCE

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

(10) SEVERABILITY

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

(11) INTEGRATION

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

Article 5 TERM OF AGREEMENT and SURVIVAL

1. This Agreement becomes effective on the last date signed below and shall terminate on December 30th, 2020, unless extended by mutual written consent of the Parties.
2. Organization Obligations 2.17, 2.18 and 2.19 and General Provisions 3.3, 3.6 and 3.8 shall survive termination or expiration of this Agreement.

DATED this _____ day of _____, 2020.

ADD SIGNATURE BLOCKS

ATTACHMENT R
COVID-19 RESPONSE

Required for all Agreements that are funded in whole or in part by Federal Grant Funds

Clauses required in non-Federal entity's contracts
Source: 2 CFR Part 200, Appendix II

- I. Government Entity (Recipient) shall comply with all applicable provisions below.
 - A. Administrative, contractual, or legal remedies are addressed in the Intergovernmental Agreement (Term 3.3,3.4 and 5.1) as well as any other applicable provisions in the Agreement and Attachments
 - B. Termination provisions are addressed in the Intergovernmental Agreement (Term 5.1) as well as any other applicable provisions in the Agreement and Attachments
 - C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 601.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). If required by the federal funding source and if this Agreement is a prime construction contract in excess of \$2,000, Recipient shall comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5 “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). If this section applies, Recipient must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Recipient must pay wages not less than once a week. If applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. The decision to award a Contract is conditioned upon the acceptance of the wage determination. If applicable, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation. If applicable, Recipient must accept the wage determination. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency. If applicable, Recipient must comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Government Entities and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Recipient is

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. If applicable, County will report all suspected or reported violations by Recipient to the Federal awarding agency.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the amount of this contract exceeds \$100,000 and involves the employment of mechanics or laborers Recipient shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, if applicable, Recipient shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the funding for this Contract meets the definition of "funding agreement" under 37 CFR 401.2(a) and Contract is a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under this Agreement, Recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). If the amount of this contract exceeds \$150,000 Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689).
 - 1. Government Entity Certification Regarding Debarment, Suspension, Proposed Debarment and other Responsibility Matters. The Government Entity certifies to the best of its knowledge and belief that neither it nor any of its principals:
 - 2. Are presently debarred, suspended, proposed for debarment, or declared ineligible from submitting bids or proposals by any federal, state or local entity, department or agency;
 - 3. Have within a three-year period preceding this offer, been convicted or had a civil judgment rendered against them for: commission of fraud or a criminal offense in

connection with obtaining, attempting to obtain, or performance of a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, or receiving stolen property;

4. Are presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph H3 of this certification;
 5. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state or local public agency.
 6. Are on the list titled "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at:
<http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf> 15.6 Are out of compliance with the tax laws of Oregon and all tax laws of political subdivisions of the State of Oregon, including, but not limited to, ORS 305.620 and ORS chapters 316, 317 and 318. Washington County may terminate the contract if Government Entity fails to comply with any tax laws during the term of the contract.
- I. 2 CFR Section 200.322 Procurement of recovered materials. Government Entity must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 - J. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) By signing this Agreement, the Recipient certifies, to the best of the Recipient's knowledge and belief that:
 1. No federal appropriated funds have been paid or will be paid, by or on behalf of Recipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The Recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients and subcontractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. Submission of this certification is a prerequisite for making or entering into this Agreement imposed by section 1352, Title 31 of the U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. No part of any federal funds paid to Recipient under this Agreement shall be used, other than for normal and recognized executive legislative relationships, for publicity or propaganda purposes, for the preparation, distribution before the United States Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.
6. No part of any federal funds paid to Recipient under this Agreement shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the United States Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
7. The prohibitions in subsections 5 and 6 of this section shall include any activity increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
8. No part of any federal funds paid to Recipient under this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive congressional communications. This limitation shall not apply when there is

significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

II. FEMA Required Language:

- A. To be eligible for FEMA assistance under the County's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or construction change must be allowable, allocable, within the scope of the County's grant or cooperative agreement, and for the completion of project scope. All changes to this Agreement to alter the method, price or schedule of work must be approved by written amendment to this Agreement signed by both parties.
- B. Access to Records: In addition to any other term or condition regarding access to records in this Agreement, Government Entity agrees to provide the FEMA administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Government Entity which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcripts. The Government Entity agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Government Entity agrees to provide the FEMA Administrator or his/her authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.
- C. Government Entity shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- D. Government Entity acknowledges that FEMA financial assistance will be used to fund this Agreement only and can be used for no other purposes. Government Entity will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- E. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Government Entity, or any other party pertaining to any matter resulting from this Agreement.
- F. Government Entity acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Government Entity's actions pertaining to this Agreement.

III. If the work performed under this Contract is covered by the Health Insurance Portability and Accountability Act or the federal regulations implementing the Act (collectively referred to as HIPAA), Government Entity agrees to perform the work in compliance with HIPAA.



A place where families and businesses thrive.

<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>11. A. & 11. B.</u>
MEETING DATE:	<u>07/13/2020</u>
FINAL ACTION:	<u>RESO 2020-75</u> <u>RESO 2020-76</u>

CITY COUNCIL STAFF REPORT

TO: *City Council*

FROM: *Anna D. Ruggles, CMC, City Recorder*

MEETING DATE: *July 13, 2020*

PROJECT TEAM: *Paul Downey, Administrative Services Director*

SUBJECT TITLE: *Council Resolutions Accepting City Manager’s Performance Review & Authorizing Compensation for FY2020-21*

ACTION REQUESTED:

<input type="checkbox"/>	Ordinance	<input type="checkbox"/>	Order	<input checked="" type="checkbox"/>	X	Resolution	<input checked="" type="checkbox"/>	X	Motion	<input type="checkbox"/>	Informational
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X all that apply

BACKGROUND:

The City Council shall set by resolution the City Manager’s annual base salary upon conclusion of the performance review in accordance with the City Manager’s Employment Agreement, Section 5 and 6. The City Council shall set by resolution the amount of the vehicle allowance annually as part of the City Manager’s salary resolution in accordance with the City Manager’s Employment Agreement, Section 9.

The Council held an Executive Sessions under ORS 192.660(2)(i) on May 26, 2020, to hear the City Manager’s self-evaluation, and held Executive Sessions on June 22 and July 13, 2020, to complete the review and present the evaluation to the City Manager. The State of Oregon open meeting law requires Council to return to an open public meeting to give a summary of the City Manager’s annual performance review as it relates to compensation consideration.

The City Manager’s current salary is by Resolution 2019-49: Effective July 1, 2019 through June 30, 2020: \$12,918.87/monthly; \$155,026.44/annually (3.5% increase) and Vehicle Allowance \$258.75/monthly/\$3,105.00/annually (3.5% increase).

RECOMMENDATION: The City Council shall take such action as it deems appropriate. Staff has prepared a Council resolution accepting the City Manager’s Annual Performance Review dated by Council on July 13, 2020, which requires a motion and approval by Council, and a Council resolution Authorizing Compensation for the City Manager for Fiscal Year 2020-21, which requires a motion setting the compensation (in the blanks provided) and approval by City Council.

Attachment(s):

Resolution Accept City Manager’s Performance Review dated July 13, 2020
Resolution Authorizing Compensation for the City Manager for FY 2020-21

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RESOLUTION NO. 2020-75

**RESOLUTION OF THE CITY COUNCIL
ACCEPTING CITY MANAGER'S PERFORMANCE REVIEW**

WHEREAS, Michael "Jesse" VanderZanden was appointed as City Manager effective August 1, 2015; and

WHEREAS, the City Council shall evaluate the City Manager's performance at least once a year in accordance with the City Manager's Employment Agreement, Section 6;

WHEREAS, the City Council evaluated the performance of the City Manager in Executive Sessions under ORS 192.660(2)(i) held on May 26, June 22 and July 13, 2020.

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

Section 1. The City Council hereby accepts City Manager's Performance Review dated on July 13, 2020.

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

PRESENTED AND PASSED this 13th day of July, 2020.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 13th day of July, 2020.

Peter B. Truax, Mayor

11-B.

RESOLUTION NO. 2020-76

**RESOLUTION OF THE CITY COUNCIL
AUTHORIZING COMPENSATION FOR CITY MANAGER
FISCAL YEAR 2020-21**

WHEREAS, Michael "Jesse" VanderZanden was appointed as City Manager effective August 1, 2015; and

WHEREAS, the City Council shall set by resolution the City Manager's annual base salary upon conclusion of the performance review in accordance with the City Manager's Employment Agreement, Section 5 and 6; and

WHEREAS, the City Council evaluated the performance of the City Manager in Executive Sessions under ORS 192.660(2)(i) held on May 26, June 22 and July 13, 2020; and

WHEREAS, the City Council shall set the amount of the vehicle allowance annually as part of the City Manager's salary resolution in accordance with the City Manager's Employment Agreement, Section 9.

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

Section 1. The City Manager's base salary shall be as follows, effective July 1, 2020 through June 30, 2021: \$ _____/monthly; \$ _____/annually (_____%increase).

Section 2. The City Manager's vehicle allowance in lieu of the City providing the use of a city-owned vehicle shall be as follows, effective July 1, 2020 through June 30, 2021: \$ _____/monthly; \$ _____/annually (_____% increase).

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

PRESENTED AND PASSED this 13th day of July, 2020.

Anna D. Ruggles, City Recorder

APPROVED by the Mayor this 13th day of July, 2020.

Peter B. Truax, Mayor



A place where families and businesses thrive.

RESOLUTION NO. 2020-77

**AMENDING CITY OF FOREST GROVE
DECLARATION OF STATE OF EMERGENCY
EFFECTIVE, MARCH 14, 2020**

WHEREAS, the City of Forest Grove has the authority granted under ORS Chapter 401 and the Emergency Operations Plan, that provides direction to the City, its officials, and others in the event of an emergency that exists within the City, and which provides for the responsibility in times of emergency and specifically delegates authority to declare a state of emergency to the Mayor, and

WHEREAS, the following conditions have resulted in the need for the declaration of a state of emergency:

Multiple cases of COVID-19 have been detected in Washington County, and

The Washington County Board of Commissioners has declared a state of emergency relating to COVID-19 in Washington County, Oregon; and

The Governor of the State of Oregon has declared a state of emergency relating to COVID-19 in the State of Oregon; and

The President of the United States has declared a state of emergency relating to COVID-19 in the United States; and

WHEREAS, the foregoing circumstances constitute a threat of imminent widespread illness, human suffering, loss of life, and financial loss, which in the determination of the Mayor will cause such significant damage as to warrant disaster assistance from resources other than the City's to supplement the efforts and available City resources to alleviate the damage, loss, hardship or suffering caused, and

WHEREAS, the foregoing circumstances require a coordinated response beyond that which occurs routinely, and the required response cannot be achieved solely with the added resources acquired through mutual aid or cooperative assistance agreements; and

WHEREAS, the foregoing circumstances affects all of the territory within the City limits, and

WHEREAS, the foregoing circumstances are anticipated to remain in effect for a period of at least four weeks;

NOW, THEREFORE, IT IS DECLARED THAT A STATE OF EMERGENCY NOW EXISTS IN THE CITY OF FOREST GROVE, OREGON, ENCOMPASSING ALL OF THE AREA WITHIN THE CITY LIMITS; and

IT IS FURTHER DECLARED that the City and its officials shall be authorized to take such actions and issue such orders as are determined to be necessary to protect the public and property and efficiently conduct activities that minimize or mitigate the effect of the emergency; and

IT IS FURTHER DECLARED that the City shall take all necessary steps authorized by law to coordinate response and recovery from this emergency, including but not limited to, requesting assistance and potential reimbursements from the State of Oregon and appropriate federal agencies; and

IT IS FURTHER DECLARED that emergency procurements of goods and services are authorized pursuant to ORS 279B.080, ORS 279C.335(6), ORS 279.380(4), and all other applicable rules.

THIS DECLARATION IS EFFECTIVE MARCH 14, 2020, AT 1:00 PM AND TO BE EXTENDED AND REMAIN IN EFFECT UNTIL 8:00 P.M. ON AUGUST 10, 2020, UNLESS SUPERSEDED SOONER; AMENDING RESOLUTION NO. 2020-68.

Peter B. Truax, Mayor City of Forest Grove

Date Amended: July 13, 2020

AMENDED PRESENTED AND PASSED this 13th day of July, 2020.

ATTESTED:

Anna D. Ruggles, City Recorder



A place where families and businesses thrive.

CITY MANAGER'S REPORT TO COUNCIL

July 13, 2020

UPCOMING EVENTS:

- Boards and Commissions: July meetings virtual and as necessary
- Election Packets Available: Filing Dates: July 9, 9 AM, to August 25, 5 PM
- National Night Out: Rescheduled to October 6
- Chalk Art Festival: September 19. Modified for participants to do at home
- Cornroast: TBD
- Farmers Market: Every Wednesday starting at 4 PM

CITY MANAGER / ADMINISTRATIVE SERVICES:

- The County is allocating \$43,000 to Forest Grove for grants to "allow community event organizers to increase their needed facilities and supplies, to increase the footprint of their events to allow for social distancing, as well as providing any additional staffing needed in order to allow these programs to continue." Staff is developing grant criteria for Council consideration.
- CEP Program: Staff worked with Metro to change the CEP grant application to include additional information about diversity, equity and inclusion. Additional changes may come as Metro is expected to review the overall program this Fall. The application changes were sent to the Public Arts, Historic Landmarks, and Sustainability commissions with a request they amend their mini-grant applications to contain the same information.
- The City will be applying to the County for COVID related expenses (other than small business programs) prior to the deadline of July 10.
- Utility Billing: As of July 1, 2020, the moratorium on disconnecting service for non-payment expired. Staff will begin working with customers whose utility service can be disconnected for non-payment. The goal is to work with the customer to start making payments on the outstanding balance with disconnection being the last step. Staff works with the customer to get any bill-paying assistance and to set up payment plans.
- City Electricity Assistance Program: of \$75,000 budgeted, the City paid out \$95,789 through June 26. The rate of assistance provided has been slowing as people have been reaching the individual annual cap. Customers who reached the cap for this year will be eligible again on July 1, 2020.
- City Water Assistance Program: the City has provided \$11,204.65 in water bill paying assistance program (CAPW) since the program started April 2. The L&P Department also received \$153,532 in low-income energy assistance from Community Action Organization since July 1, 2019.
- Staff is working local agencies to implement a bill-paying assistance program for water, sewer, and storm water, funded by the CARES Act. Target implementation is August 1.
- City ads in the Washington County News Times included reopening details, the shredding event (two weeks of ads), and the Garage Sale Sign Guidelines.

COMMUNITY DEVELOPMENT/ECONOMIC DEVELOPMENT

- 3J consulting was selected for the Oak Street Industrial Area Plan. Stakeholder interviews begin in July.
- Eight (8) proposals were received for the Festival Street Concept Study. Final selection next week.

- The Reserve at Fernhill apartments, a 196-unit proposal at the southwest corner of Pacific and 47, will be heard by the Planning Commission on July 6. No public comment has been received.
- There are three resolutions on the July 13 agenda re: small business economic assistance: 1) to reimburse the City \$149,600 for already incurred small business emergency assistance grants; 2) to receive \$212,000 from the County in Federal Cares Act funds; and 3) to establish a small business emergency assistance grant program to spend the \$212,000.
- The Tourism Advisory Committee approved the brand and tag line “Brach out in Forest Grove” and will be submitting to City Council for registration. The City Council’s feedback is resulting in new and more diverse draft advertisements. No advertisements will be let until the brand and tagline are approved.

URBAN RENEWAL AGENCY (URA)

- Site B Proposal: Staff will bring a resolution to the URA Board on July 13th seeking Board approval of an Exclusive Negotiating Agreement (ENA) to negotiate exclusively with Fresh Foods.

ENGINEERING AND PUBLIC WORKS:

- The Small Business Outdoor Expansion Permit Program has resulted in two parking space applications and 5 sidewalk applications. Due to the low number of applications, the City is allowing businesses temporary use of 2 city cones in the designated parking stall.
- GroveLink: When the Senior Center reopens, Grovelink buses will be relocated to the corner of 19th and Birch. Signage is being installed.
- Wauna Credit Union: Construction of Pacific Avenue frontage improvements are complete, including an eastbound right turn lane. Wauna CU is preparing to submit application for creating a reimbursement district for public storm pipe installation along Poplar Street. Engineering staff anticipates addressing City Council later this summer with an engineer’s report and resolution to create the district.
- Martin Rd. and Highway 47 Intersection Improvements: The IGA was signed by Washington County on June 11, 2020. The County expects to bid the project this coming winter with construction in spring 2021. This timeframe is dependent on successfully obtaining right-of-way clearance.
- Road Improvements: The 19th Avenue project is well underway. The annual Pavement & Curb Ramp Improvements contract has been awarded to Hoss Paving. Work is anticipated to begin soon.
- 10th Avenue **Sanitary LID: The Engineer’s Report is complete**. Resolutions creating an LID will be considered at the July 13 City Council meeting.

POLICE:

- Police use of force policies and stop data were posted to the website. Police also plans to facilitate a work session on community feedback at the July 13 City Council meeting.
- Officers Plumeau and Scott are now operational. Recruiting efforts continue and the Department is preparing for the arrival of two new Recruit Officers on July 6. The Department will also be adding up to four Lateral Officers by early July who could be operational by mid-August, 2020. The recruit officers are projected to be operational by April 2021.
- Training: Officers attended an outdoor range for shotgun qualification. One officer attended a Taser Instructor Development Course.
- Community outreach: Participating in Zoom meetings with other Outreach Specialists to discuss planning for fall events such as Landlord Forum and new formats for NNO; working with Pacific University for orientation participation; and continue to facilitate mask donations from several local manufacturers.
- Code Enforcement: Issued 14 parking citations; 4 written warnings; 0 Ordinance citations; 3 vehicle impound; 1 vehicle boot; 3 reports, 3 supplemental reports and 1 in-process abatement.

- The Detective Division currently has 34 open cases; nine cases were closed and six were received on intake including two Internet Crimes Against Children (ICAC).

PARKS & REC:

- Rogers Park: work is continuing on schedule with a mid-September completion date. Plans are underway **with the Love Rocks Foundation for the Grand Opening of the Anna and Abby's Yard** this fall. Staff is working closely with the foundation to understand the limits on the event as it relates to COVID-19. The City will receive an additional \$20,000 donation from the Love Rocks Foundation to be used in the development of Rogers Park. This brings the total of privately funded dollars for the project to just over \$625,000.
- All shelters and play equipment will remain closed until Phase 2. Restrooms are open and cleaned twice a day. Drinking fountains are shut off. Trails are open and field space is available for small groups, but no organized sports are allowed per State of Oregon directives.
- Staff continues to post COVID signage at all playgrounds and shelters each day, as they are systematically being removed by unknown person(s) as fast as they are posted.
- The Aquatic Center remains closed. Staff is considering program and operational changes to meet the State requirements and guidelines. These include:
 - Reservations must be made to swim at all fitness and public swims 24 hours in advance. Drop-in swimming will not be allowed. This will help control the numbers of patrons using the pool. Patrons will be assigned spaces to swim that will allow for social distancing.
 - No more than 50 people will be allowed in the facility at any one time. This includes, staff, swimmers and spectators.
 - Spectators will be limited in the building and parking areas.
 - Locker rooms may be closed. Family change rooms and public rest rooms will be only used for toilet purposes, not showering or changing. This has been approved by the Washington County Health Dept.
 - Patrons will be asked to arrive in their suits and leave in their suits.
 - Spa and Sauna will be closed due to the inability to social distance in these areas.
 - Drinking fountains will be shut off.
 - Lap swimming will be one person per lane.
 - Those who registered for spring swimming lessons will be given first priority for the next set of lessons. We have had very few patrons ask for refunds for their spring lessons.

LIBRARY:

- 5,595 items have been returned since curbside return service began on June 4. That is approximately 44% of the 12,865 items that were out when the library closed on March 16.
- WCCLS courier service has started again. Most member libraries are providing curbside service for holds, special requests and returns.
- Since the start of the **"Help Us Pick Your Next Read" service on June 15, 86 requests have been received.**
- Starting July 1, Summer Reading pizza boxes will be available outside the Rogers Room entrance of the library during all regular library hours. They will also be available in July at all Forest Grove School District Summer Meal Sites. Each box contains an age appropriate book and crafts in either English or Spanish. The books and the boxes are thanks to the Friends of the Library. Pizza Schmizza provided 1,200 discount coupons.
- This week, the Friends of the Library restarted their online book sales and have already sold 19 books. Volunteers come one at a time and must follow the same safety protocols as staff

LIGHT & POWER:

- Grading and foundation has begun at Filbert Substation as part of the loop transmission line project. Also, crews have begun pre-work moving conductors, re-routing circuits and transformers also in preparation of the loop transmission line construction project.

CONSTRUCTION PROJECTS IN FOREST GROVE:

NAME	LOCATION	DESCRIPTION	LAND USE PERMIT STATUS	BLDG PERMIT STATUS	CONST. STATUS
Kidd Court	22 nd Place	Subdivision 7 units	Approved	4 permits issued	Under Construction
Silverstone	David Hill Rd	Subdivision (200 lots)	Approved	196 lots issued	Under construction
Gales Creek Terrace	Pacific Ave/ 19 th Ave	Subdivision (197 lots)	Approved	31 lots issued	Under construction
Green Grove	Thatcher Rd	Co-Housing (9 lots)	Approved	6 lots issued	Under construction
Smith Orchard	Gales Way and B Street	Subdivision (7 lots)	Approved	All Cert of Occupancy issued	Finald
Sunset Crossing	Sunset Ave	Subdivision (33 lots)	Approved	33 lots issued	Under Construction
Wauna Credit Union	Pacific/Hwy 47	Commercial New	Approved	Temp Cert of Occupancy issued	Pending ROW Improvements
Nectar Marijuana Dispensary	Pacific Avenue /Oak Street	Commercial/Tenant Improvement	Approved	Permit Issued	Under construction
Rose Grove Park Expansion	Pacific Avenue	Manufactured Home Park	Approved	Grading permit issued	Under construction
Green Apartments	19 th Avenue	Apartments (9 units)	Approved	N/A	N/A
FG High School Batting Cages/Golf Driving Range	1549 Hartford Drive	Institution New	Approved	Finald	Finald
Hawthorne Gardens Apartments	2560 Hawthorne St	Apartments (18 units)	Approved	N/A	N/A
Brooke Meadows	3601 Brooke Street	Subdivision (6 lots)	Approved	N/A	N/A
Pacific Woods	2345 – 26 th Avenue	Subdivision (21 lots)	Approved	N/A	N/A
La Mota Marijuana Dispensary	3139 Pacific Ave	Comm TI	Approved	Permits Issued	Under construction
Anna & Abby's Yard at Roger's Park	2421 17 th Ave	Park	Approved	Approved	Under construction
Public Works Shop	2551 23 rd Ave	Public New	Approved	Permits Issued	Under construction
Pacific Grove Retail Building	3420 Pacific Ave	Comm New (6000 sf)	In review	N/A	N/A
The Reserve at Fernhill	3510 Pacific Ave, et al.	Apartments (196 units)	In review	N/A	N/A
Old Trapper Distribution & Office Buildings	4115 24 th Avenue	Industrial New (144,000 sf)	In review	N/A	N/A

X	R. Municipal Broadband and Municipal Pole Protection – Truax
	S. New Mobility Services
	T. Photo Enforcement Safety Cameras
X	U. Property Tax Reform - Rippe
	V. Reducing Wastewater Impacts from Wipes and Other “Non-Flushables”
X	W. Right-of-way/Franchise Fees Authority Preservation – Truax
	X. State Highway Funds Formula
	Y. Tort Liability Reform
	Z. Water Utility Rate and Fund Assistance
<p>In addition to your ranking of the priorities shown above, please use this space to providing us with any comments (supportive or critical) you may have on these issues, or thoughts on issues of potential legislative initiatives that have been overlooked during the committee process:</p> <p>RIPPE’S COMMENTS WERE ADDED:</p> <p>The four I have selected are broad, thematic priorities that require long-term, strategic thinking, planning and funding. All are systemic issues in their own way. Without reform in each of these areas, the overall quality of life for the most marginalized Oregonians will not improve much. Revenues are needed to fund these areas; thus, Property Tax Reform is needed foremost above the others. Mental Health Services is an area that has been neglected for decades and impacts education, homelessness, health care, policing, etc. DEI requires education and a thorough review of existing laws and regulations. Finally, Long-term Transportation Infrastructure is critical to business and job growth throughout the region and state. Legislation on these will extend over several sessions, but must remain in the forefront of the LOC agenda to pressure the Legislature to move forward. Many of the rest are more specifically focused on direct city issues and include some form of legislation already in the works. These should be pursued with equal vigor as they will demonstrate movement on important issues affecting cities directly. Some of these are: B, C, F, I, M, O, P, R, S, T and W. Finally, LOC needs to continue to protect Home Rule for cities in as much as possible.</p>	

STAFF RECOMMENDATION: Review the proposed issues and determine Council’s top four (4) legislative objectives to submit on the City’s behalf to the LOC for consideration.

ATTACHMENT(s):
 LOC Legislative Objectives



URBAN RENEWAL AGENCY MEETING AGENDA

MONDAY, JULY 13, 2020
WEBEX COMMUNITY AUDITORIUM
1915 MAIN STREET

9:05 PM URBAN RENEWAL AGENCY MEETING

NOTICE: VIDEO CONFERENCE MEETINGS & CHANNEL 30 LIVE

COVID-19: Due to the emergency declaration resulting from COVID-19 (Coronavirus disease) and protocols, the Urban Renewal Agency (URA) Board is limiting in-person contact and social distancing. The URA meeting will be conducted remotely by video conferencing. The public may attend and observe in the Community Auditorium. Social distancing protocols. However, the Board encourages the public to observe the meetings through technology rather than in person. The meetings will be televised live at the start time, or shortly thereafter, by Tualatin Valley Community Television (TVCTV) Government Access Programming LIVE [Channel 30](#) and Live Streamed on [YouTube Channel 30](#). Written comments on an item not on the URA Agenda may be submitted by July 13, 2020, 3:00 p.m. via e-mail to: aruggles@forestgrove-or.gov.

PETER B. TRUAX, DIRECTOR BOARD CHAIR

Malynda H. Wenzl, Director Board President
Kristy L. Kottkey, Director
Timothy A. Rippe, Director

Elena Uhing, Director
Mariana Valenzuela, Director
Adolph "Val" Valfre, Jr., Director

All regular meetings of the Urban Renewal Agency are open to the public and persons are permitted to attend any meeting except as otherwise provided by ORS 192. The public may address the Urban Renewal Agency Board as follows:

Public Hearings are held on each matter required by state law or City policy. Anyone wishing to testify should sign in prior to the meeting. The presiding officer will review the complete hearing instructions prior to testimony. The presiding officer will call the individual or group by the name given on the sign in form. When addressing the Board, please use the witness table (center front of the room). Each person should speak clearly into the microphone and must state his or her name and give an address for the record. All testimony is electronically recorded. In the interest of time, Public Hearing testimony is limited to three minutes unless the presiding officer grants an extension. Written or oral testimony is heard prior to any Board action.

Citizen Communications: Anyone wishing to address the Board on an issue not on the agenda should sign in for Citizen Communications prior to the meeting. The presiding officer will call the individual or group by the name given on the sign in form. When addressing the Board, please use the witness table (center front of the room). Each person should speak clearly into the microphone and must state his or her name and give an address for the record. All testimony is electronically recorded. In the interest of time, Citizen Communications is limited to two minutes unless the presiding officer grants an extension.

The public may not address items on the agenda unless the item is a public hearing. Routinely, members of the public speak during Citizen Communications and Public Hearings. If you have questions about the agenda or have an issue that you would like to address to the Urban Renewal Agency Board, please contact the City Recorder, aruggles@forestgrove-or.gov, 503-992-3235.

All meetings are handicap accessible. Assistive Listening Devices (ALD) or qualified sign language interpreters are available for persons with impaired hearing or speech. For any special accommodations, please contact the City Recorder, aruggles@forestgrove-or.gov, 503-992-3235, at least 48 hours prior to the meeting.

- 9:05**
1. **URBAN RENEWAL AGENCY MEETING:** Call to Order and Roll Call. The Urban Renewal Agency will convene and be video conferencing remotely during the meeting.
 2. **CITIZEN COMMUNICATIONS:** Anyone wishing to speak to Board on an item not on the agenda may be heard at this time. Please sign-in before the meeting on the Citizen Communications form posted in the foyer. In the interest of time, please limit comments to two minutes. Written comments may be submitted by July 13, 2020, 3:00 p.m. via e-mail to: aruggles@forestgrove-or.gov. Thank you.
 3. **CONSENT AGENDA:** Items under the Consent Agenda are considered routine and will be adopted with a single motion, without separate discussion. Board members who wish to remove an item from the Consent Agenda may do so prior to the motion to approve the item(s). Any item(s) removed from the Consent Agenda will be discussed and acted upon following the approval of the remaining Consent Agenda item(s).
 - A. Approve Urban Renewal Agency Regular Meeting Minutes of June 22, 2020.
 4. **ADDITIONS/DELETIONS:**
 5. **PRESENTATIONS:** None
- 9:10**
6. **URA RESOLUTION NO. 2020-06 OF THE CITY OF FOREST GROVE URBAN RENEWAL AGENCY AUTHORIZING APPROVAL OF EXCLUSIVE NEGOTIATING AGREEMENT WITH WELSHCORP, LLC, FOR THE PROPERTY KNOWN AS SITE B ON THE FORMER TIMES LITHO PROPERTY AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE URBAN RENEWAL AGENCY**
- 9:30**
7. **ADJOURNMENT:**
-

Paul Downey, Administrative
Services Director
Jesse VanderZanden, City Manager



Minutes are unofficial until approved by the Urban Renewal Agency.

1. CALLED TO ORDER AND ROLL CALL:

Peter Truax, Urban Renewal Agency (URA) Director Chair, called the URA meeting to order at 9:36 p.m. via Webex Video Conference.

COVID-19: Due to the emergency declaration resulting from COVID-19 (Coronavirus disease) and protocols, the URA Board limited in-person contact and social distancing. **The Board conducted the URA meeting remotely by video conferencing.** The meeting was remotely video conferenced by City Recorder Ruggles and televised live from the projector screen at the Community Auditorium by Tualatin Valley Community Television (TVCTV) Government Access Programming LIVE Channel 30 and Live Streamed on MACC TVCTV YouTube Channel 30. The public was allowed to attend and observe in the Community Auditorium as space allowed. The URA Board accepted written comments on items not on the agenda submitted by June 22, 2020, 3pm, to the City Recorder.

ROLL CALL: URA DIRECTORS PRESENT ATTENDED BY WEBEX REMOTELY: Kristy Kottkey; Timothy Rippe; Elena Uhing; Mariana Valenzuela; Adolph "Val" Valfre; Malynda Wenzl, Vice Chair; and Peter Truax, Chair.

STAFF PRESENT ATTENDED BY WEBEX REMOTELY: Jesse VanderZanden, City Manager (Webex remotely); Paul Downey, Administrative Services Director (Webex remotely); and Anna Ruggles, City Recorder (in the Community Auditorium).

2. CITIZEN COMMUNICATIONS: None.

3. CONSENT AGENDA:

- A. Approve Urban Renewal Agency Work Session (2019 URA Annual Report and Draft URA 2020 Work Plan) Meeting Minutes of April 27, 2020.
- B. Approve Urban Renewal Agency Work Session (Site B Redevelopment Proposal) Meeting Minutes of May 11, 2020.
- C. Approve Urban Renewal Agency Regular Meeting Minutes of May 11, 2020.
- D. Approve Urban Renewal Agency Work Session (Business Assistance Program) Meeting Minutes of May 11, 2020.

MOTION: Director Valfre moved, seconded by Director Uhing, to approve the Consent Agenda as presented. **MOTION CARRIED 7-0 by voice vote.**

4. ADDITIONS/DELETIONS: None.

5. **PRESENTATIONS:** None.

PUBLIC HEARING AND URA RESOLUTION NO. 2020-05 ADOPTING THE BUDGET, MAKING APPROPRIATIONS, AND DECLARING THE TAX INCREMENT FOR FISCAL YEAR COMMENCING JULY 1, 2020, AND ENDING JUNE 30, 2021

Staff Report:

Downey presented the above-proposed resolution for Board consideration, noting the URA Budget Committee approved at its meeting of June 4, 2020, a proposed budget of \$778,830 and declared tax increment be collected for Fiscal Year commencing July 1, 2020, and ending June 30, 2021. In conclusion of the above-noted staff report, Downey advised staff is recommending approval of the proposed URA budget for Fiscal Year commencing July 1, 2020, and ending June 30, 2020, noting staff is not proposing any change to the budget approved by the Budget Committee.

Before proceeding with Public Hearing and Board discussion, Director Chair Truax asked for a motion to adopt URA Resolution No. 2020-05.

VanderZanden read URA Resolution No. 2020-05 by title.

MOTION: Director Uhing moved, seconded by Director Rippe, to adopt URA Resolution No. 2020-05 Adopting the Budget, Making Appropriations, and Declaring the Tax Increment for Fiscal Year Commencing July 1, 2020, and Ending June 30, 2021.

Public Hearing Opened:

Director Chair Truax opened the Public Hearing and explained hearing procedures.

Testimony Heard:

No one testified and no written comments were received.

Public Hearing Closed:

Director Chair Truax closed the Public Hearing.

Board of Directors Discussion:

Hearing no discussion from the Board, Director Chair Truax asked for a roll call vote on the above motion.

ROLL CALL VOTE: AYES: Directors Johnston, Rippe, Thompson, Uhing, Wenzl, Valfre, and Director Chair Truax. NOES: None. MOTION CARRIED 7-0.

7. **ADJOURNMENT:**

Director Chair Truax adjourned the URA regular meeting at 9:44 p.m.

Respectfully submitted,

Anna D. Ruggles, CMC, City Recorder

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<i>CITY RECORDER USE ONLY:</i>	
AGENDA ITEM #:	<u>6.</u>
MEETING DATE:	<u>07/13/2020</u>
FINAL ACTION:	<u>URA RESO 2020-06</u>

URBAN RENEWAL AGENCY STAFF REPORT

TO: *Urban Renewal Agency Board of Directors*

FROM: *Jesse VanderZanden, Executive Director*

MEETING DATE: *July 13, 2020*

PROJECT TEAM: *Paul Downey, Administrative Services Director*

SUBJECT TITLE: *Approve ENA and Authorize Executive Director to Execute ENA*

ACTION REQUESTED:

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ordinance	Order	X	Resolution	X	Motion	Informational	

X all that apply

ISSUE STATEMENT: The Forest Grove Urban Renewal Agency (URA) issued a request for proposal to develop the URA-owned Site B on the corner of “B” Street and Pacific Avenue which is the vacant property next to the Jesse Quinn Apartments Budget. The URA received one concept proposal for the property for an approximate 20,000 square-foot grocery store with 12 apartments above the grocery store. The URA Committee (URAC) approved the concept proposal and forwarded it to the URA Board, which on May 11, 2020, gave staff direction to pursue an Exclusive Negotiating Agreement (ENA) as the next step in the process to approve development of the project. Staff is finalizing the ENA with the developer and is asking the URA to approve the draft ENA and authorize the Executive Director to approve ENA in the current form allowing for minor modifications in the final version of the ENA.

BACKGROUND: The City Attorney’s Office has reviewed the proposed ENA. The ENA does not approve the development but it has several purposes including:

- It sets out base criteria for the development that will be used for future discussions as the project moves forward.
- The ENA gives WelshCORP, LLC, exclusive negotiating rights for the property for six months while it performs its due diligence for the property including doing site evaluation, additional design work based on the site evaluation, working with City staff on required elements for the building and site, and determining how much affordable housing the project will have and how the affordable housing will be managed.
- The ENA states what pre-development assistance the URA is willing to provide during the pre-development review period. Most of the URA assistance is for the traffic/parking study and doing what is needed with the site in preparation to ultimately sell the property to WelshCORP. The URA and the City already has information about the site that can be

provided to the developer such as geotechnical, hazardous waste assessments, and site survey information.

- It states what the developer is responsible to do such as architect and engineering design.

The intent is that if the pre-development review performed under the ENA is successful and both parties agree to move forward with the development, the next step would be a Disposition and Development Agreement (DDA), which will provide a detailed description of the project and what the developer is required to do, set out the terms for the disposition of the property, and describe what further assistance the URA will provide, if any, such as land write-down or permit fee assistance. If a DDA is completed, the developer would begin construction of the project.

FISCAL IMPACT: The ENA is offering up to \$31,500 in URA financial assistance for this pre-development phase. The FY 2020-21 Adopted Budget has \$321,161 budgeted in Undesignated Projects that can pay for this proposed funding. During the budget process, this line item was identified as the source for financial assistance that may be offered during the process. A separate line item will be established in the URA budget to separately track all direct financial assistance.

STAFF RECOMMENDATION: Staff recommends the URA Board of Directors approve the attached resolution to approve the ENA and authorize the Executive Director to execute the agreement.

ATTACHMENT: Resolution Authorizing Approval Of Exclusive Negotiating Agreement With Welshcorp, LLC, For The Property Known As Site B On The Former Times Litho Property And Authorizing The Executive Director To Execute The Agreement On Behalf Of The Urban Renewal Agency

URBAN RENEWAL AGENCY OF THE CITY OF FOREST GROVE



URA RESOLUTION NO. 2020-06

RESOLUTION OF THE CITY OF FOREST GROVE URBAN RENEWAL AGENCY AUTHORIZING APPROVAL OF EXCLUSIVE NEGOTIATING AGREEMENT WITH WELSHCORP, LLC, FOR THE PROPERTY KNOWN AS SITE B ON THE FORMER TIMES LITHO PROPERTY AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE URBAN RENEWAL AGENCY

WHEREAS, WelshCORP, LLC (WelshCORP) has proposed a concept development on the Urban Renewal Agency (URA)-owned property known as Site B; and

WHEREAS, City staff and WelshCORP have negotiated an Exclusive Negotiating Agreement (ENA) in order for WelshCORP to do pre-development design with the ultimate goal of negotiating a Disposition and Development Agreement between WelshCORP and the URA; and

WHEREAS, certain pre-development costs will be paid by the URA as per terms of the ENA; and

WHEREAS, the URA desires to enter into the ENA with WelshCORP for the pre-development work on Site B.

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

Section 1. The City approves the Exclusive Negotiation Agreement for the pre-development work on Site B.

Section 2. That the City Council authorizes the URA Executive Director to sign the agreement in a form substantially akin to that attached to this resolution as Exhibit A.

Section 3. This resolution is effective immediately upon its enactment by the Urban Renewal Agency Board.

PRESENTED AND PASSED this 13th day of July, 2020.

Jesse VanderZanden
Urban Renewal Agency Executive Director

APPROVED by the Urban Renewal Agency of the City of Forest Grove at a regular meeting on this 13th day of July, 2020, and filed with the Forest Grove City Recorder this date.

Peter B. Truax
Urban Renewal Agency Board Chair

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EXCLUSIVE NEGOTIATING AGREEMENT

This EXCLUSIVE NEGOTIATING AGREEMENT (the "Agreement") is made and entered into as of the last date of signature indicated below (the "Effective Date"), by and between the Forest Grove Urban Renewal Agency ("Agency"), a municipal corporation established under ORS Chapter 457, and WelshCORP, d.b.a. FreshFoods, and MFF Properties, LLC (together "Developer").

RECITALS

- A. Agency owns real property and all rights appurtenant thereto (hereinafter "Property"), located at the northwest corner Pacific Avenue and B Street in the City of Forest Grove, County of Washington, State of Oregon, commonly known as Site B.
- B. The Agency released a request for proposal (RFP) seeking developer interest to redevelop the Property consistent with ORS 457, and the Forest Grove Urban Renewal Plan.
- C. The Agency received a responsive proposal from Developer in response to the Agency's RFP which is attached to this agreement as Exhibit A.
- D. The Agency has identified Developer for further negotiations concerning redevelopment of the Property subject to the approval of the Forest Grove Urban Renewal Agency Board.
- E. This Agreement confirms the basis upon which Agency and Developer (the "Parties") are prepared to exclusively negotiate the terms of a Disposition and Development Agreement ("DDA") and related documents providing for the redevelopment of the Property (the "Project"), which then must be approved by the Forest Grove Urban Renewal Agency.

TERMS

1. Good Faith Exclusive Negotiations. Agency and Developer agree and covenant to negotiate the terms of a DDA and any intervening Memoranda of Understanding (MOU) (both defined below) in good faith. Agency and Developer acknowledge and agree Developer will expend time and expense in preparing its initial proposal, conducting due diligence, providing preliminary conceptual design aspects and refining its development proposal. During the term hereof, Agency agrees Developer shall have the exclusive right to conduct due diligence and negotiate with Agency for the rights to develop the Property and Agency will not accept, solicit, pursue or entertain other offer(s) or indications of interest with respect to the Property for any development, sale or other transaction.
2. Duration. The Agreement's term is 180 days from the Effective Date which may be extended for an additional 120-day renewal term upon the written approval of the Agency Executive Director. This Agreement automatically terminates upon execution and delivery of a DDA

(assuming one is ultimately negotiated) which thereafter controls the rights of Agency and Developer with respect to the Property. The Parties may terminate this Agreement by mutual agreement in writing as stipulated below if latent conditions are discovered on the Property or events occur that would (either presently or with the passage of time) prevent the entry and execution of a DDA.

Notwithstanding the above, either Agency or Developer may at their option terminate this Agreement by 30-days advance notice in writing if the other makes a material misrepresentation in the course of the negotiations hereof; otherwise fails to act in good faith; if Developer becomes insolvent or (in the terminating party's reasonable estimation) otherwise is unable to perform as set forth in the Base Development Criteria.

3. Base Development Criteria. The Base Development Criteria expresses Agency's expectations with regard to the transaction serving as guidance at the inception and during negotiations between Developer and Agency but are not nor shall be construed as mandatory criteria. The Base Development Criteria are attached as Exhibit A.
4. Memorandum of Understanding. Tentative agreements on the terms of the DDA may be memorialized in a written Memorandum of Understanding ("MOU") or series of MOUs approved by the Agency Board during the Term of this Agreement. Any such MOUs will provide the framework for final negotiation and preparation of the DDA.
5. Pre-Development Assistance.
 - 5.1 Pre-development costs for Phase 1 are estimated to be a total of \$31,500 for the Agency, which agrees to contribute up to a maximum of \$31,500 toward certain Pre-development tasks identified in Exhibit B including:
 - A. Agency is responsible for costs associated with environmental and geo-technical reports on the Property as well as a survey thereof. Agency will provide any lot line adjustments necessary to make the whole property a single lot.
 - B. Agency will pay up to \$15,000 for a Traffic and Parking Study for the proposed development and will work with the Developer to ensure the study addresses the requirements for this proposed development. Developer will reimburse Agency for any costs of the study in excess of \$15,000.
 - 5.2 The Developer is responsible for all pre-development architect and engineering work on the project and this work is not included in the description of pre-development work in Section 5.4.
 - 5.3 Agency will provide the Market Analysis for Grocery Retail Space in Forest Grove, February 2018 that was prepared for the City of Forest Grove. If additional market study work is required for this project, the additional work is the responsibility of the Developer unless the Agency has not spent the maximum contribution described

in Section 5.1. If the maximum has not been reached and all of the other tasks listed in Exhibit B are complete, the Agency will contribute funds for this study until the maximum is reached.

- 5.4 All pre-development work products, excluding the additional market study work, if any, are the property of Developer and Agency except in the event of an early termination pursuant to Section 2 above, in which case all pre-development work products listed in Exhibit B become the sole property of Agency.
- 5.5 Developer monies paid pursuant to this Agreement will be set off against the cost of the land purchase agreed to by Agency in a DDA with Developer.

6. Co-application/Cooperation.

- 6.1 Agency and Developer shall be co-applicants on any land use permit application sought in connection with this Agreement or subsequent Memoranda issued during the term thereof. Developer shall bear responsibility for all land use application and permit fees unless otherwise agreed to by Agency in writing.
- 6.2 Agency and Developer shall each provide the other all information reasonably related to the Property and Project which may be obtained without material expense upon written request. Agency and Developer shall cooperate in connection with any zoning and development code amendments, applications, permits, approvals or entitlements sought by Developer from any governmental authority with respect to the Project, including easements, provided Agency is not required to incur any material cost or liability connection with such applications, permits or approvals unless otherwise agreed to by Agency in writing.

7. Due Diligence. Developer may conduct due diligence and inspections of the Property, including physical, legal and engineering inspections, tests and investigations as it deems necessary or desirable including soils and environmental studies. Such studies and investigations may include (without limitation) zoning, land use, environmental, title, design review, covenants, conditions and restrictions, financing, leasing markets, project feasibility and related matters. The scope and cost of the due diligence and inspections shall be the sole discretion and responsibility of Developer. In the event Developer elects not to proceed with the DDA or development of the Project, Developer shall nonetheless provide Agency copies of all studies, including environmental and soils studies, surveys, title reports and similar information developed by or provided to Developer during Due Diligence.

8. Access. Agency shall provide Developer full access to the Property for purposes of Due Diligence. Developer shall provide Agency written notice, email is acceptable for this purpose, three days in advance of intent to access property. Developer shall repair or restore any damage caused by the Developer's or its agent's entry on or under the Property to the condition it was in, or better, prior to the damages.

9. Indemnity and Insurance. Developer hereby agrees to indemnify, defend and hold Agency, including its appointed and elected officials, officers, employees and agents harmless from and against any and all claims for injury to third persons or damage to property caused by or resulting from the acts of Developer or its representatives or consultants on or about the Property. During the term of this Agreement, Developer shall maintain insurance with respect to its activities on or about the Property, naming Agency as an additional insured, in amounts as follows: (i) commercial general liability insurance with a combined single limit of not less than \$2,000,000 per occurrence and with at least \$5,000,000 general aggregate; (ii) auto liability insurance with combined single limit of \$2,000,000 per occurrence; (iii) employers liability insurance with a limit of not less than \$2,000,000; and (iv) in addition to the primary limits specified in (i) and (ii) above, excess liability insurance with a limit of not less than \$3,000,000 for each occurrence and in the aggregate. The indemnity required under this Section 9 survives termination of this Agreement.
10. No Assignment. Neither party shall assign or transfer its interest in this Agreement or the Property until termination of this Agreement or execution and delivery of the DDA.
11. Brokers. Agency and Developer each represent and warrant to the other that no broker, finder or other representative is acting on its behalf in connection with this Agreement. Agency and Developer agree to indemnify, defend and hold the other harmless from any claim or liability for any fee, commission or other compensation with respect to this Agreement, the DDA or other transactions contemplated hereby, asserted by any other broker, finder or other representative claiming through the indemnifying party. This Section 11 survives termination of this Agreement.
12. Confidentiality. Agency and Developer agree all information submitted by Developer during the term hereof is submitted on the condition that Agency keep said information confidential. Agency agrees not to disclose the confidential information provided by Developer, including but not limited to financial statements regarding Developer or the Project and pro forma information. The Agency can provide this information to a third party specifically hired by the Agency to assist in review of the proposed development. This nondisclosure agreement survives termination of this Agreement but does not apply to the extent any such information is publicly available, has been disclosed by other parties or is required to be disclosed by the Washington County District Attorney under Oregon public records laws. Agency further agrees that it will not disclose the terms of this Agreement, MOUs or DDA prior to the termination or expiration of this Agreement or execution of the DDA (whichever occurs first) unless disclosure is required by the Washington County District Attorney under Oregon public records laws.
13. Public Information. Upon execution of this agreement, Developer shall provide Agency a set of development concept plans similar to the massing diagrams previously provided to the Agency but without any detail information such as square footage or number of units.
14. Governing Law. This Agreement shall be governed by the laws of the state of Oregon.
15. Time of the Essence. Time is of the essence of this Agreement.

16. Amendments. This Agreement may be amended only by the written agreement of the Parties hereto.
17. Notices. All notices given under this Agreement must be in writing and either (i) personally delivered, (ii) delivered by express mail, Federal Express or comparable courier service, or (iii) delivered by certified mail, postage prepaid, return receipt requested, as follows:

To Agency: Forest Grove Urban Renewal Agency
 Paul Downey, Administrative Services Director
 1924 Council Street
 P.O. Box 326
 Forest Grove, OR 97116-0326

To Developer: WelshCORP
 Jonathan Welsh, President
 P.O. Box 185
 730 Manzanita Avenue
 Manzanita, OR 97130

All notices shall be deemed effective upon receipt. Any party may from time to time change its address for purposes of this Section by notice in writing to the other party.

18. Binding Effect. During the Term hereof and any extensions thereto the Parties shall negotiate in good faith to complete and execute a definitive DDA upon terms and conditions consistent with this Agreement and any MOUs. No sale agreement or other right, obligation or estate in land shall be created except by delivery and appropriate execution of the definitive DDA and all other related and necessary instruments duly authorized by the Forest Grove Urban Renewal Agency Board, the Forest Grove City Council, if necessary, and necessary Developer authorized representatives. If the DDA is not executed and delivered prior to expiration of the Term (and any extension(s) thereto) or if Developer elects in its sole discretion (by notice in writing to Agency) not to pursue development of the Project, this Agreement shall terminate and be of no further force or effect, except Sections 9, 11, 12 and 13 hereof which all survive termination. If during the course of negotiations it becomes clear no agreement can be reached Developer shall not unreasonably withhold consent to early termination of this Agreement.
19. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be deemed as an original and which, when taken together, shall constitute one and the same Agreement.

- signatures on following page -

DEVELOPER:	OWNER:
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<p>_____ Jonathan Welsh President and Owner, WelshCORP</p> <p>Dated</p> <p>_____</p>	<p>_____ Jesse VanderZanden Executive Director, Forest Grove Urban Renewal Agency</p> <p>Dated</p> <p>_____</p>
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EXHIBIT B

Base Development Criteria for Negotiations

- Development of a mixed-use development, consisting of a grocery store and adjacent apartment complex as approved by the Agency and, if necessary, the City of Forest Grove (“City”). The initial proposal is for an approximate 20,000 square-foot grocery store with at least 12 apartment units built on top of the store.
- Developer and Agency mutually agree that the residential component of the project shall contain at least 30% of units dedicated to housing affordable to families making no more than 60% of Median Family Income (MFI) for Washington County, as defined by the US Department of Housing and Urban Development (HUD) and published by Oregon Housing and Community Services.
- Parking for the residential units shall be provided according to the requirements in the Forest Grove Development Code. While no specific parking requirements apply to the commercial use, parking shall be provided according to the parking study performed by a third-party consultant and approved by the City.
- The design of the project shall complement and enhance the historic Town Center environment and be consistent with the City’s adopted development standards or design guidelines for the Town Center Transition zone contained in the City’s Design Guideline Handbook.
- Site design shall support clear and direct pedestrian circulation on the site and to the site, particularly from B Street and Pacific Avenue as required by the City.

Exhibit C

Identified Pre-Development Costs

Information Currently Available:

The Agency or City of Forest Grove (“City”) has the following relevant information and will provide the information as part of the pre-development process pursuant to Section 5 of this agreement:

From Jesse Quinn Development:

Phase I and Phase II Environmental Studies
Site Specific Cleanup Report for Jesse Quinn
Site Survey
Geotechnical Report

Other Studies:

Market Study for Grocery Store (Feb. 2018)

Additional Requirements

Estimated pre-development costs subject to reimbursement pursuant to Section 5 of this agreement includes the following:

Entire Project:

1. Traffic and Parking Study \$15,000

Estimated costs to be assumed by Agency include:

Update to Phase I and II Environmental Reports, if needed	\$3,000
Geotechnical Report Update, if needed	\$8,000
Complete Survey of Property, if needed	\$3,000
Any Lot Line Adjustment Required	<u>\$2,500</u>
Total:	\$16,500