

AGENDA
CHEHALEM PARK AND RECREATION DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
CHEHALEM ADMINISTRATION OFFICE
125 S. ELLIOTT ROAD NEWBERG, OREGON
APRIL 28, 2022 6:00 P.M.

JOIN WEBINAR <https://us02web.zoom.us/j/89209572170>

Webinar ID: 892 0957 2170 Passcode: 313753

- I. Call To Order**
- II. Roll Call**
- III. Approval of or Additions to the Agenda**
- IV. Approval of Consent Agenda**
 - A. Approve Minutes Regular Board Meeting & Budget Meeting March 24, April 5, April 7, 2022.
 - B. Approval of Bills Payable
 - C. Approval of Financials
- V. Public Participation**
 - A. None at this time
 - B. Others not on Agenda
- VI. Action Items/Committee Reports/Board Comments**
 - A. Approve Intergovernmental Agreement Yamhill County
 - B. Approve contract AKS, & Smartbuy, Lease Agreement and discussion on Renee Field
 - C. Reports and Comments from Board Members
- VII. Old Business**
 - A. Updates on Projects and Questions
 - B. Pickleball Advisory Committee Report
 - C. Trails Advisory Committee Report
- VIII. From the Superintendent's Desk**
 - A. Superintendent's Report
 - B. Staff Reports
- IX. Correspondence**
 - A. Citizens' Comments/Evaluations
 - B. Miscellaneous Info
- X. Adjournment**

Next regular Board meeting is May 26, 2022.

Please remember Budget Hearing May 26, 2022 at 6 p.m.

JOIN WEBINAR <https://us02web.zoom.us/j/89209572170> Webinar ID: 892 0957 2170 Passcode: 313753

To: Board of Directors
From: Superintendent
Date: April 22, 2022
Re: Background information for April 28, 2022 Board Meeting

Number corresponds to Agenda Item

II. **ROLL CALL** – We need 3 present for the meeting. Please call if you cannot attend. PLEASE REMEMBER MEETING AT THE DISTRICT OFFICE. YOU CAN CALL IN FOR MEETING.

YOU CAN ATTEND REMOTELY, VIA ZOOM. Kat will send information needed for meeting

Please see page 4 for index for page numbers

III. **APPROVAL OR ADDITIONS TO AGENDA** – If you wish additions please give me a call.

IV. **APPROVAL OF CONSENT AGENDA**

A. Approval of Board Meeting Minutes – Please see pages (5-14) for Regular Meeting Minutes of March 24, April 5, April 7, 2022

RECOMMENDATION: Approval of Regular Board Meeting Minutes for March 24, 2022 and Budget Meetings for April 5, April 7, 2022.

B. Approval of Bills Payable – See page (15). General Fund \$403,089.14. SDC FUND \$21,549.46. LOAN SERVICE FUND \$0.00. POOL BOND \$0.00. FOUNDATION \$25.90

RECOMMENDATION: APPROVAL OF BILLS PAYABLE.

C. Approval of Financial – Please see page (16). We have not borrowed since the 2016-17 budget. It is projected we will not borrow for the 2022-23 budget. The current debt is for the golf course, fitness center and pool bond. This year we pay for the property purchased on 219. We are allowed about \$92,400,000.00 in debt. As of 6/30/2021 we have \$23,912,998 outstanding long term debt obligations. Revenue is up in SDC fees. We refinanced the loans for the golf course, property and combined them with the loan for the pool and fitness center. This was done to save money. Currently we have two loans and one bond. Please note the general fund in previous years had transferred the money to pay for debt to the Loan Service Fund. We are now paying debt out of the SDC fund.

GENERAL FUND SUMMARY

DESCRIPTION	AS OF 03/31/20-21	AS OF 03/31/21-22	DIFFERENCE
TOTAL EXPENDITURES	\$ 3,669,171.91	\$ 4,492,436.42	\$ 823,264.51
TOTAL OPERATION EX.	\$ 3,608,562.95	\$ 4,231,119.92	\$ 622,556.97
TOTAL CAP/AQ/DEV/TRS	\$ 60,608.96	\$ 261,316.50	\$ 200,707.54
TOTAL REVENUE	\$ 8,538,494.10	\$10,847,176.26	\$ 2,308,682.16
TOTAL TAXES	\$ 3,122,574.90	\$ 3,342,828.44	\$ 220,253.45
TOTAL FEES & CHARGES	\$ 1,907,052.32	\$ 2,685,705.09	\$ 778,652.77
TOTAL OTHER REVENUE	\$ 228,840.87	\$ 232,015.33	\$ 3,174.46
BEGINNING BALANCE	\$ 3,280,025.92	\$ 4,586,627.40	\$ 1,306,601.48
<u>BALANCE</u>	<u>\$ 4,869,332.19</u>	<u>\$ 6,354,739.84</u>	<u>\$ 1,485,407.65</u>

SDC FUND SUMMARY

DESCRIPTION	AS OF 03/31/20-21	AS OF 03/31/21-22	DIFFERENCE
BEGINNING BALANCE	\$ 2,048,280.51	\$ 1,941,451.07	\$ < 106,829.44>

INTEREST	\$ 10,013.69	\$ 9,636.61	\$ < 377.08>
CITY OF NEWBERG	\$ 468,386.10	\$ 2,432,567.76	\$ 1,964,181.66
CITY OF DUNDEE	\$ 24,241.24	\$ 76,056.20	\$ 51,814.96
COUNTY OF YAMHILL	\$ 104,828.10	\$ 92,951.32	\$ < 11,876.78>
TRANSFERRED IN	\$ 0.00	0.00	\$ 0.00
TOTAL REVENUE	\$ 2,655,749.64	\$ 4,552,662.96	\$ 1,896,913.32
TOTAL EXPENDITURE	\$ 521,091.19	\$ 501,041.72	\$ < 20,049.47>
<u>BALANCE</u>	<u>\$ 2,134,658.45</u>	<u>\$ 4,051,621.24</u>	<u>\$ 1,916,962.79</u>

Please note the operational cost in the General Fund is up. The operational revenue Fees & Charges are up. SDC Fund is up. Please remember the debt was to come out of SDC's for the 2020-21 budget and the 2021-22 budget. It will be planned to take debt out of SDC's for the 2022-23 budget.

RECOMMENDATION: Approve March 2022 Financials as submitted

V. PUBLIC PARTICIPATION

A. None at this time – We have no request for people to speak.

B. Others not on agenda – We have no other request at this time.

VI. ACTION ITEMS/COMMITTEE REPORTS/BOARD COMMENTS

A. Approve Intergovernmental Agreement – Please see information on pages (17-23). Casey and I will be at meeting to answer questions. This is an agreement that the District and County has had for many years. Placed old agreement in information.

RECOMMENDATION: Authorize Superintendent to sign and Approve Intergovernmental Agreement

B. Discussion of Renee Field Development – Will discuss at meeting. See pages (24-37)

RECOMMENDATION: Approve moving ahead with discussion and agree to match \$750,000.00 to come from SDC's. Approve agreement with AKS for not to exceed \$4,800.00. Approve using Smartbuy Purchasing program in building the field. Approve Lease Agreement.

C. Reports and Comments from Board Members – Given at meeting

VII. OLD BUSINESS

A. Update on Projects, Operation and Coronavirus Pandemic – Will discuss at meeting. Staff will be present to answer questions.

B. Pickle Ball Advisory Committee – Will give latest info at meeting.

C. Trails Advisory Committee – Will give latest info at meeting. See pages (38-44)

VIII. FROM THE SUPERINTENDENTS DESK

A. Superintendent Report – Master Plan follow up. SDC annual increase. Please see page (46)

B. Staff Reports – Please see pages (47-58).

IX. CORRESPONDENCE

A. Citizens Comments/Evaluations – Please see Pages (59-62)

B. Miscellaneous Information – Please see pages (63-69).

X. ADJOURNMENT.

Next Regular Board Meeting May 25, 2022

Please remember Budget Hearing May 25, 2022 at 6 p.m.

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MINUTES
Chehalem Park & Recreation District Budget Committee
Annual Budget Meeting
125 S. Elliott Road
Newberg, OR 97132
6:00 p.m. April 5, 2022

I. Meeting called to order by Lisa Rogers, 6:05 p.m.

A. Budget Committee Members

Elizabeth Comfort - 6:18 p.m.
Elijah Dickson
Mike McBride - Absent
Jim Talt
Andrew Yinger

B. Board of Directors

Gayle Bizeau - 6:50 p.m.
Don Loving
Jim McMaster
Bart Rierson
Lisa Rogers

C. CPRD Staff

Casey Creighton
Julie Petersen
Kat Ricker
Richard Cornwell

D. Public

None

II. Election of Budget Committee Officers

President: Elijah Dickson

Motion: Lisa Rogers
Second: Andrew Yinger
Approved unanimously

Vice President: Andrew Yinger

Motion: Jim McMaster
Second: Lisa Rogers
Approved unanimously

Secretary: Bart Rierson

Motion: Lisa Rogers
Second: Don Loving
Approved unanimously

III. Approval of agenda and meeting dates

Motion: Don Loving

Second: Bart Rierson

Approved unanimously

IV. Budget message delivered by Budget Officer

Budget Officer Casey Creighton explained the Budget Overview.

V. Discussion on budget

A. Proposed staff compensation increase - Lisa Rogers proposed increasing all wages by \$6.00 per hour, as CPRD is averaging \$3 million in beginning balance. Jim Talt supported raises but recommended slower salary study instead of "shotgun approach." Bart supported a raise "across the board," whatever amount that may be after discussion. Jim McMaster described backlog of swim lessons and need for adult/experienced lifeguards and pointed to wages as issue. Elizabeth Comfort requested to see actual year-to-date financials, plus projected financials; Jim Talt pointed out the estimates. Elizabeth outlined another few options - \$3, \$4 and \$6 options; 36 percent. Jim Talt urged waiting for Don Clements to have opportunity to attend in order to participate in the event that a motion is to be made. Consensus was to table the salary increase discussion until Clements could attend, tentatively to meet again on Thursday.

B. Continue to item VII.

Bart Rierson supported increasing Contingency Fund. If unused, this moves to next cycle's beginning balance.

VI. Motion to pass the budget TABLED

VII. Overview of funds - Casey Creighton led review.

- A.** General Fund
- B.** Equipment & Major Maintenance Fund (now comes out of Capital Outlay Funds)
- C.** System Development Fund
- D.** Loan Service Fund
- E.** Bond Debt Fund

VIII. Public input on budget - Jim Talt made points: Budget was well compiled, and all summary numbers tied nicely back to detailed numbers; page 33 loan service comments may need revision since they are the same as last year's comments; year ranges on this page and next few pages need to be updated; page 36 SDC revenue for City of Newberg and Yamhill values do not match those on page 38, although bottom line is the same. Request was made for revenue to be detailed the same format as the expenditures beginning next year. Jim Talt asked what is—on page 126—an aquatic water odyssey? Julie Petersen explained that it is an obstacle course. Jim Talt asked about Capital Improvement Budget items: parks crew requesting three dumptrucks. Casey Creighton explained what these are used for and how old the current dumptrucks are; also, two vans, which would replace existing bus and van. Casey said these are wishlist items for five-year cycle, and historically, many are not actually

purchased.

Jim Talt commented that Bob and Crystal Rilee Park appears to need signage, maintenance of fences, and the house needs painted (Casey said that it need to be pressure washed).

Jim Talt suggested updating strategic goals on page 7 (e.g. Central School is not commonly recognized name anymore).

Jim McMaster said anything safety-related on page 126 should be prioritized; the pool needs to be replastered and tennis courts need resurfaced; he had expected something to be included in budget for a new pickleball facility; he recommended hiring more experienced, certified specialists as staff, for preventative maintenance of pool and electrical work. Casey said he could show Jim the figures supporting that it would not be more cost effective to hire staff instead of doing what he does now.

IX. Approval of proposed Budget and tax rate - TABLED

Meeting closed at 8:00 p.m. but did not adjourn; it will reconvene Thursday, at 6:00 p.m. Elijah Dickson is unable to attend, so vice president will preside.

Submitted by Kat Ricker, Public Information Director

MINUTES
Chehalem Park & Recreation District Budget Committee
Annual Budget Committee Meeting, Day 2
125 S. Elliott Road
Newberg, OR 97132
6:00 p.m. April 7, 2022

Meeting called to order by Vice President Andrew Yinger at 6:07 p.m., standing in for President Elijah Dickson.

Budget Committee Officers

President: Elijah Dickson - excused

Vice President: Andrew Yinger

Secretary: Bart Rierson

A. Budget Committee Members

Elizabeth Comfort

Elijah Dickson, president - excused

Mike McBride

Jim Talt

Andrew Yinger, vice president

B. Board of Directors

Gayle Bizeau

Don Loving

Jim McMaster

Bart Rierson, secretary

Lisa Rogers

C. CPRD Staff

Casey Creighton

Julie Petersen

Kat Ricker

Heidi Smith

Richard Cornwell

D. Public

None

I. Discussion on budget

The discussion continued from the previous meeting, considering potential staff compensation increase scenarios.

Don Clements gave some background information; he explained that the existing Step system includes merit-based potential increases of five percent. This has been in place since the 1980s and has never gone outside the budget.

There are now three versions of the proposed budget:

1. The original prepared proposed budget
2. Amended proposed Budget I with a wage increase of \$3.00/hour, starting positions beginning at Step 5, \$16.41/hour for all employees, and benefits increasing by no more than \$1,300,000 overall, while maintaining a balanced budget.
3. Amended proposed Budget II with a wage increase of \$6.00/hour, starting positions beginning at \$18.75/hour for all employees, and benefits increasing by no more than \$1,300,000 overall.

Highlights:

- Lisa Rogers reiterated her proposal to increase all positions by \$6.00/hour, not only lowest paid employees, in order to attract and retain employees.
- Mike McBride urged the committee not to micromanage, and instead to allow the Superintendent and staff heads to continue to do their jobs and make budget recommendations, with a slight increase which is budgeted, and not \$6.00 to all positions.
- Don Clements recommended Amended proposed Budget II.
- Don Loving did not support increase across all positions, but rather approve a lump sum of money and allow supervisors to divide it up.
- Jim Talt said that some part-time jobs were not designed to be living wage adult jobs, but rather are for youth who are supplementing their income with temporary jobs; also, people who choose to work for CPRD in an entry-level positions have reasons beyond wage to work there, such as wanting to be in an aquatic center and not working in food service industry. Talt supported Budget I, and that there appear to be errors in Budget II.
- Elizabeth Comfort said she agreed with McBride that we should not be micromanaging, and agreed with Loving to approve an amount of money and empower management to decide how to disperse it. She wants to see revenues-to-date and projected balance for next year.
- Lisa Rogers amended her proposal for full-time employees to earn at least \$20.00/hour, which she considered a liveable wage.
- Jim McMaster said part-time employees must work 450 hours in order to progress (CPRD policy), and so it takes a long time for advancement, sometimes years.
- Jim Talt read from the proposed budget, Oregon State Law states that the Budget Committee does not approve salary schedules.

Don Clements again recommended the middle version.

Lisa Rogers advocated for living wages and said CPRD is short-staffed and can't attract new employees because of low wages.

Elizabeth urged the Budget Committee to elevate its role, and said this discussion should have happened six months ago.

Jim Talt warned that the economy may trigger a decline in discretionary spending (i.e. swim lessons, golf).

Don Clements explained the design for sustainability that he has built into the budget.

II. Elizabeth Comfort made a motion to approve Budget I as presented.

Motion: Elizabeth Comfort

Second: Mike McBride

Amendment:

Lisa Rogers requested to amend the motion by increasing the beginning balance of \$1.716 million by \$300,000 and increasing the personnel appropriation by \$300,000.

Elizabeth agreed to allow the motion to be amended. Mike agreed to allow the motion to be amended.

Elizabeth Comfort made a motion to approve Budget I as amended.

Motion: Elizabeth Comfort
Second: Mike McBride
Passed: Passed unanimously

III. Public input on budget - None

IV. Approval of proposed Budget and tax rate

A. Motion for approval of Resolution Approving Levying Taxes at the rate of \$.9076 per \$1,000 of assessed value for operations for tax year 2022–23, with debt service in the amount of \$1,335,225.00 to be excluded from limitation.

Motion: Comfort
Second: Yinger
Approved unanimously

B. Motion for approval of 2022–23 Budget of \$13,886,528.00 as corrected.

Motion: Rierson
Second: Rogers
Approved unanimously

C. Motion for approval of Resolution Making Appropriations for 2022–23 grand total of funds of \$13,886,528.00 including Budget I Personnel Appropriations increase of \$300,000.

Motion: Rogers
Second: Comfort
Approved unanimously

Meeting adjourned at 7:16 p.m.

Submitted by Kat Ricker, Public Information Director

CHEHALEM PARK AND RECREATION DISTRICT
REGULAR BOARD MEETING
CPRD Administration Office
125 S. Elliott Road
March 24, 2022
MINUTES

- I. Lisa Rogers called the meeting to order 6:00 p.m.
- II. Roll Call
 - Board members:
Gayle Bizeau
Don Loving
Jim McMaster - remotely
Lisa Rogers

Excused
Bart Rierson

CPRD Staff:
Don Clements, Superintendent
Casey Creighton, Basic Services Supervisor/Park and Facilities Supervisor
Julie Petersen, Special Services Supervisor/Recreation Supervisor
Kellan Sasken, Special Services/Golf Director, remotely
Heidi Smith, Administrative Coordinator, remotely

Public:
Tom Hammer
Celine McCarthy
Rod Grinberg
- III. Approval of or changes to agenda –
Resolution 03-01-22 added and placed in Action Items
 - Moved Gayle Bizeau
 - Second Jim McMaster
 - Passed unanimously
- IV. Approval of consent agenda
 - a. Approval of minutes of regular Board meeting Feb. 24, 2022
 - b. Approval of bills payable
 - c. Approval of Feb. financials
 - Moved Gayle Bizeau
 - Second Jim McMaster
 - Passed unanimously

- V. Public participation
- a. Tom Hammer read aloud a letter that he had written to the Board urging Board not to become involved with proposed Yamhelas Westsider Trail, citing LUBA legal matters.
 - b. Rod Grinberg, representing the Lindquist family, explained a proposed property transaction along Dundee Riverside District (down Edwards Drive, along Willamette River, riverside of the bypass) which he and Don Clements had discussed (and Clements and Bart Rierson had toured). The Lindquist family owns the majority of the property, and another landowner (Edwards family) owns the rest. The proposed land swap would give CPRD a permanent recreation easement (in perpetuity) granting CPRD access for a paddle launch, in exchange for CPRD's 5-acre parcel on 8th Street, for future development. Clements recommended the swap be for the easement and the property. **The Board agreed the Superintendent should move forward with the discussion.**
- VI. Action items/committee reports/Board comments
- a. Approval of Professional Services Agreement (contract) with Kittleson & Associates, Inc. (Portland) in the amount of for \$19,800, for transportation engineering services, including a Traffic Impact Study (TIS), for proposed Chehalem Heritage Trails Campground.
Motion to authorize Superintendent to sign agreement for authorization to proceed.
Moved Don Loving
Second Jim McMaster
Passed unanimously
 - b. Discussion of potential development of Renne Field in partnership with Newberg School District:
See notes in packet from joint meeting held March 10th; goals of NSD and CPRD for property were discussed and potential agreement terms explored in the preliminary discussion.
Julie Petersen explained her desire to build a restroom and concession facility, lease Renne Field for soccer, and said NSD Board President Dave Brown and staff had indicated to her their willingness to work with CPRD.
Motion to commit \$750,000, matching NSD's \$750,000, pending mutual joint agreement, for Renne Field Project
Don Loving said he wanted to see NSD give Dundee property for pickleball courts included in transaction, and also that replacement of the turf be included (likely less than ten years, he expected). Don Clements said that both of these items would be stipulated in draft agreement, and proposing that replacement costs be shared 50/50. Petersen said that Kiwanis and Rotary would also be approached for additional funding.

Lisa Rogers asked how this fits into project management of existing projects; Loving said this fits the Board's existing list of priorities, which includes sports fields.

Moved Don Loving
Second Gayle Bizeau
Passed unanimously

- c. Approval of Resolution 03-01-22 authorizing CPRD to apply for a Local Government Grant from Oregon Parks and Recreation Department for the development of Sander Estate and delegating authority to the Superintendent to sign the application.

Motion to adopt resolution

Moved Gayle Bizeau
Second Jim McMaster
Passed unanimously

- d. Reports and comments from Board members

Don Loving - Nothing happened at Legislature that is of interest to us.
Lisa Rogers - CCC has reached goal of raising \$5 million for upstairs renovation, including auditorium and movement studio.

VII. Old business/project updates

- a. Project and COVID updates - Casey Creighton reported that a recent meeting on CCC renovation plan brought to light many items that would have to be completed before renovation could be completed, including sidewalks and interior improvements. For other updates, see packet.
- b. Pickleball Advisory Committee - See March minutes. Gayle gave an update, said no decision on OHA grant application yet (March 31); Petersen said a second grant application had been submitted to Yamhill County ARPA.
- c. Chehalem Heritage Trails Advisory Committee - See minutes. McMaster wishes to schedule with a tour of Bob and Crystal Rilee Park. Don Loving expressed concern about the committee's slow progress and asked why they thought they needed to create bylaws; Roger suggested a charter may be more suitable; Clements said he and Kat Ricker will contact the chairperson and discuss this.
- d. Petersen and Clements asked whether Board wished to participate in Newberg Old Fashioned Festival Parade, riding golf carts (Staff will not have a float). Clements said staff will provide decorated carts for the Board and that will be the float entry.

VIII. From the superintendent's desk

- a. Superintendent's report - N/A
Masterplan update, SDC annual increase
- b. Staff reports - See packet for updates, presented by Petersen and Kellan Sassen; Ricker gave an update on Public Information Department

activities - publicity, etc., and Richard Cornwell gave an update on IT activity - boiler at pool, etc.

IX. Correspondence

- A. Citizen comments/evaluations – Update on COVID-related masking issue (Masks are now optional), and discussion of Jean Markell's communications to CPRD, her attempts at personal policing of fellow members, and her letter to editor that appeared in the Graphic this week.
- B. Misc. - Budgets will be delivered tomorrow.

X. Adjournment – Gayle Bizeau moved to adjourn 7:47 p.m.

The next regularly scheduled meeting will take place April 28, 2022. The CPRD Budget Committee meeting will take place April 5, 2022.

Respectfully Submitted,

Kat Ricker, Public Information Director

ACCOUNTS AND PAYROLL PAYABLE

FROM MARCH 11, 2022

UP TO APRIL 13, 2022

ACCOUNTS PAYABLE FOR GERNERAL FUND

<u>CHECK NUMBERS</u>	<u>AMOUNT</u>	<u>TYPE CHECKS</u>
125742-125836	\$ 190,071.50	ACCOUNTS PAYABLE
123837	\$ 224.07	PAYROLL
WIRE TRANSFER PAYROLL	\$ 192,446.33	PAYROLL
2189-2205	\$ 20,347.24	MANUAL/ACH TRANSFERS
GRAND TOTAL	<u>\$ 403,089.14</u>	

BREAKOUT

ACCOUNTS PAYABLE \$ 190,071.50

PAYROLL \$ 192,670.40

WIRE TRANSFER & ACH \$ 20,347.24

ACCOUNTS PAYABLE FOR SDC FUND

<u>CHECK NUMBERS</u>	<u>AMOUNT</u>	<u>TO WHOM</u>
1038	\$ 2,592.50	MIG-APG
1039	\$ 11,470.36	GREEN WORKS
1040	\$ 7,486.60	WH PACIFIC
GRAND TOTAL	<u>\$ 21,549.46</u>	

ACCOUNTS PYABLE FOR LOAN SERVICE FUND

<u>CHECK NUMBERS</u>	<u>AMOUNT</u>	<u>TO WHOM</u>
NO CHECKS	\$ 0.00	
GRAND TOTAL	<u>\$ 0.00</u>	

ACCOUNTS PAYABLE FOR CAPITAL POOL CONSTRUCTION & POOL BOND

<u>CHECK NUMBERS</u>	<u>AMOUNT</u>	<u>TO WHOM</u>
NO CHECKS	\$ 0.00	
GRAND TOTAL	<u>\$ 0.00</u>	

BREAKOUT

POOL BOND DEBT \$ 00.00

ACCOUNTS PAYABLE FOR FOUNDATION

<u>CHECK NUMBERS</u>	<u>AMOUNT</u>	<u>TO WHOM</u>
193	\$ 25.90	TECH SOUP US BANK
GRAND TOTAL	<u>\$ 25.90</u>	

FINANCIAL OVERVIEW
GENERAL FUND SUMMARY

DESCRIPTION	AS OF 03/31/20-21	AS OF 03/31/21-22	DIFFERENCE
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Total Tax Revenue	\$ 3,122,574.99	\$3,342,828.44	\$ 220,253.45
Total Fees & Charges Revenue	\$ 1,907,052.32	\$2,685,705.09	\$ 778,652.77
Total Other Revenue	\$ 228,840.87	\$ 232,015.33	\$ 3,174.46
Beginning Balance	\$ 3,280,025.92	\$4,586,627.40	\$ 1,306,601.48
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GRAND TOTAL REVENUE	\$ 2,655,749.64	\$ 4,552,662.96	\$ 1,896,913.32

LOAN SERVICE FUND SUMMARY

DESCRIPTION	AS OF 03/31/20-21	AS OF 03/31/20-21	DIFFERENCE
GRAND TOTAL EXPENSES	\$ 0.00	\$ 0.00	\$ 0.00
REVENUE TRANSFERS	\$ 0.00	\$ 0.00	\$ 0.00
INTREST	\$ 135.65	\$ 231.49	\$ 95.84
BEGINNING BALANCE	\$ 33,567.32	\$ 33,702.97	\$ 135.65
GRAND TOTAL REVENUE	\$ 33,702.97	\$ 33,934.46	\$ 231.49

EQUIPMENT AND MAJOR MAINTENANCE FUND SUMMARY

DESCRIPTION	AS OF 03/31/20-21	AS OF 03/31/21-22	DIFFERENCE
GRAND TOTAL EXPENSES	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL REVENUE	\$ 0.00	\$ 0.00	\$ 0.00
BEGINNING BALANCE	\$ 0.00	\$ 0.00	\$ 0.00
GRAND TOTAL REVENUE	\$ 0.00	\$ 0.00	\$ 0.00

CAPITAL PROJECT POOL FUND SUMMARY

DESCRIPTION	AS OF 03/31/20-21	AS OF 03/31/21-22	DIFFERENCE
GRAND TOTAL EXPENSES	\$ 0.00	\$ 0.00	\$ 0.00
GRAND TOTAL REVENUE	\$ 497,933.83	\$ 0.00	\$ < 497,933.83>

BOND LOAN SERVICE SUMMARY

DESCRIPTION	AS OF 03/31/20-21	AS OF 03/31/21-22	DIFFERENCE
GRAND TOTAL EXPENSES	\$ 326,987.56	\$ 310,486.15	\$ < 16,501.41>
GRAND TOTAL REVENUE	\$ 1,210,405.72	\$ 1,661,146.38	\$ 450,740.66

RE: CRPD Contract with Yamhill Co.

Jessica Beach <beachj@co.yamhill.or.us>

Fri 4/15/2022 12:57 PM

To: Casey Creighton <ccreighton@cprdnewberg.org>

Cc: Mark Lago <lagom@co.yamhill.or.us>

 2 attachments (297 KB)

20201216142800112.pdf; CRPD Amendment #1 - July 2022.doc;

Thank you so much for the email, Casey, and YCDCJ is delighted to continue our working partnership with CPRD. I have attached the old contract dated 2015 for your reference, which clearly needs to be updated based on the changes moving forward we have discussed. I have also attached a suggested amendment revision for your review. Per our previous meeting discussion, we agreed that as of 7/1/22 we will shift from providing 60-hours to 40-hours of work crew supervisor work to CPRD with a minimum of 2 working crew, totaling 4 10-hour shifts of our work crew supervisor(s) for the cost of 1.0 FTE personnel/benefits per year at \$110,103.00 as well as motor pool, fuel, equipment costs of \$14,942 per year at a total cost of \$125,045 per fiscal year, \$10,420.42 monthly costs as of 7/1/22 through 7/1/23. To account for the continued inflationary costs of personnel/benefits, equipment, fuel per year, I am also proposing a 2-4% CPI collar to be determine as of July 1 of each following fiscal year, which we have not yet discussed but I hope you will consider in appreciation of the true daily costs of operations provided to CPRD. Please let me know if you have any questions or suggested revision and I would be more than happy to schedule some time to meet for further discussion if you prefer. Thank you again for your continued partnership!

Yamhill County Department of Community Justice's mission is to serve the community with compassion while promoting accountability, safety, and wellness to inspire positive lasting change.

Jessica Beach

Yamhill County Department of Community Justice

Director

615 NE 6th St.

McMinnville, OR 97128

(503) 474-4942

(503) 472-5216 fax

From: Casey Creighton <ccreighton@cprdnewberg.org>

Sent: Thursday, April 14, 2022 7:06 AM

To: Jessica Beach <beachj@co.yamhill.or.us>

Cc: Mark Lago <lagom@co.yamhill.or.us>

Subject: Re: CRPD Contract with Yamhill Co.

[This email originated outside of Yamhill County]

Jessica,

I did confirm with Mark the other day that Chehalem Park & Recreation District would like to go back to the 4-day schedule with the County contract for 2022-2023. He mentioned that he would call to let you know and

that a new Park Supervisor had been hired and would start on May 3. Thank you for the opportunity to discuss. I will stay in touch, and have a great day.

Best regards,

Casey Creighton
Park Supervisor
Chehalem Park & Recreation District



From: Jessica Beach <beachj@co.yamhill.or.us>
Sent: Tuesday, April 5, 2022 8:07 AM
To: Casey Creighton <ccreighton@cprdnewberg.org>
Cc: Mark Lago <lagom@co.yamhill.or.us>
Subject: CRPD Contract with Yamhill Co.

Hello Casey,

I wanted to check in with you to see if you were ready to finalize our new contract moving forward after our last phone discussion. I am hoping to finalize our plan by May for our budget committee presentation if possible as well as finalize the contract in June if we can all make that work. Let me when might be a good time to connect. I can be free later this week. Thank you and I look forward to additional discussion.

Yamhill County Department of Community Justice's mission is to serve the community with compassion while promoting accountability, safety, and wellness to inspire positive lasting change.

Jessica Beach
Yamhill County Department of Community Justice
Director
615 NE 6th St.
McMinnville, OR 97128
(503) 474-4942
(503) 472-5216 fax

**AMENDMENT NO. 1 TO
INTERGOVERNMENTAL AGREEMENT FOR SERVICES
(Department of Community Justice and Chehalem Parks & Recreation District)**

THIS AMENDMENT NO. 1 ("Amendment #1") shall be made effective as of July 1, 2022 by and between **Yamhill County**, a political subdivision of the State of Oregon, acting by and through its Yamhill County Department of Community Justice ("YCDCJ") and **Chehalem Parks and Recreation District** ("CPRD") 125 Elliott Road, Newberg, Oregon 97132, Tax ID 930562211

RECITALS

A. YCDCJ and CPRD are parties to that certain contract dated September 16, 2015 (the "Underlying Contract"), pursuant to which DCJ provides CPRD with landscaping services with the use of county inmate work crews under the supervision of DCJ. The Underlying Contract is memorialized in Yamhill County records as Board Order 15-374.

B. YCDCJ and CPRD now desire to modify the Underlying Contract upon the terms and conditions more particularly set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Section 2 of the Underlying Contract is hereby amended to reflect that DCJ will now be providing services 4 days a week working the equivalent of four ten hour shifts per week, one 10 hour shift per day.

The balance of Section 2 remains unchanged.

2. Section 3 of the Underlying Contract is hereby amended to increase the monthly fee to \$10,420.00 per month beginning July 1, 2022 through June 30, 2023 and, unless otherwise terminated as provided herein, to increase the fee by 2-4% based on CPI beginning July 1, 2023 through June 30, 2024 and each consecutive year after.

The balance of Section 3 remains unchanged.

3. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, the Underlying Contract shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Contract not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of YCDCJ and CPRD enforceable according to the terms thereof.

4. Authority. YCDCJ and CPRD and each of the persons executing this Amendment #1 on behalf of DCJ and CPRD hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

5. Binding Effect. All of the covenants contained in this Amendment #1 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

6. Counterparts. This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.

7. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 on the dates set forth adjacent to their signatures below.

**CHEHALEM PARKS AND
RECREATION DISTRICT**

**YAMHILL COUNTY
BOARD OF COMMISSIONERS**

Don Clements, Superintendent
Date: _____

Lindsay Berschauer, Chair
Date: _____

Tax ID: 930562211

DEPARTMENT OF COMMUNITY JUSTICE

By: _____
JESSICA BEACH,

Community Justice Director

APPROVED AS TO FORM:

By: _____
CHRISTIAN BOENISCH, County Counsel

INTERGOVERNMENTAL AGREEMENT FOR SERVICES
(Department of Community Justice and Chehalis Parks & Recreation District)

THIS AGREEMENT ("Agreement") is by and between Yamhill County, a political subdivision of Oregon, acting by and through its Department of Community Justice ("DCJ"), and the Chehalis Parks & Recreation District ("CPRD"), 125 Elliott Road, Newberg, Oregon 97132, Tax ID 930562211.

RECITALS:

- A. DCJ has a background in landscaping services provided with the use of county work crews under the supervision of DCJ. DCJ is willing to provide services to CPRD pursuant to this Agreement.
- B. CPRD desires to have services provided by DCJ. DCJ and CPRD are authorized to enter into this intergovernmental agreement under ORS Chapter 190. NOW, THEREFORE,

AGREEMENT: Based on the mutual covenants provided below, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** DCJ will provide the following services for CPRD as Corrections may determine such work to be appropriately completed by a work crew under its supervision:
 - a. Lawn care, shrub and tree care, and shrub bed care which may involve mowing and pruning.
 - b. Limited building care and renovation, site preparations, site clearings, brush cutting, leaves clearing and removal, and other similar short-term/limited duration parks-maintenance related projects.
2. **PERFORMANCE OF SERVICES.** The manner in which services are to be performed and the specific hours to be worked by DCJ shall be determined by DCJ in consultation with CPRD. CPRD will rely on DCJ to work the equivalent of four ten hour days weekly, Friday through Monday, or as DCJ and CPRD determines to be reasonably necessary to perform the services. DCJ will maintain regular contact with CPRD Park Supervisor to review work hours and/or services provided. Should a scheduling or workload issue occur that limits the availability of work crew to perform services identified in Section 1, DCJ staff will make every effort to notify CPRD and will reschedule the work to the next best available date.
3. **PAYMENT.** CPRD will pay a \$7,500 per month fee to DCJ for the services described in paragraph 1, not exceed \$90,000 for the term of this Agreement. Included in this amount are the costs associated to one full-time Work Crew Supervisor, plus benefits, as well costs associated to fuel, equipment replacement, workers comp insurance for the inmate and community service workers, and administration of the agreement. This fee shall be payable monthly, no later than the 10th day of the month following the period during which the services were performed. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that DCJ shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which DCJ has not yet been paid.
4. **KEY PERSONNEL.** DCJ agrees that, except in cases of emergency or when the public

interest requires, the DCJ work crew supervisor assigned to CPRD under this Agreement shall not be reassigned to other work crew assignments without prior notice to CPRD.

TERM AND TERMINATION.

a. Term. Unless terminated in accordance with subsection (b), the term of this Agreement is from July 1, 2015 through June 30, 2017. Thereafter, it shall be automatically renewed for successive one year terms beginning July 1, 2017 unless terminated in accordance with subsection (b), below.

b. Termination. Either party may terminate this Agreement on written notice to the other party. Termination shall not excuse liabilities incurred prior to the termination date.

5. **RELATIONSHIP OF PARTIES.** It is understood by the parties that DCJ is an independent contractor with respect to CPRD, and not an employee of CPRD. CPRD will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of DCJ. Both parties agree to provide workers compensation insurance for their subject workers.

6. **INJURIES.** DCJ acknowledges their obligation to obtain appropriate insurance coverage for the benefit of DCJ (and DCJ employees, if any). DCJ waives any rights to recovery from CPRD for any injuries DCJ (and/or DCJ employees or agents) may sustain while performing services under this Agreement unless caused by the negligent or willful misconduct of CPRD.

7. **INDEMNIFICATION.** DCJ agrees to indemnify and hold CPRD harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against CPRD that result from the acts or omissions of agents or employees of DCJ under this Agreement, up to Oregon Tort Claim limits. CPRD agrees to indemnify and hold DCJ harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against DCJ that result from the acts or omissions of agents or employees of CPRD under this Agreement up to Oregon Tort Claim limits.

8. **ASSIGNMENT.** DCJs' obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of CPRD.

9. **EXCUSES FOR NON-PERFORMANCE.** Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities or delays or defaults caused by public carriers, which can not be reasonably foreseen or provided against. Either party may terminate this Agreement effective with the giving of written notice, after determining such delay or failure will reasonably prevent successful performance in accordance with the terms of this Agreement.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

11. **AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

13. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

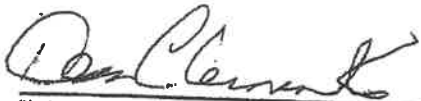
14. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Oregon. To the extent required by law, statutory contractual provisions regarding public bodies are hereby incorporated by reference into this Agreement.

15. **ATTORNEY FEES AND COSTS.** In the event an action, suit or proceeding, including appeals there from, is brought for failure to observe any of the terms of this Agreement, each party shall be solely responsible for its own attorney fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.


DONE the last date set forth adjacent to the signatures of the parties below.

**CHEHALEM PARK AND
RECREATION DISTRICT**

YAMHILL COUNTY, OREGON


DON CLEMENTS, Superintendent
Date: Aug 27 2015

ALLEN SPRINGER, Chair
Date: _____


TED SMIETANA, Director
Department of Community Justice

FORM APPROVED BY:

CHRISTIAN BOENISCH
County Counsel

whitec\correcti\contracts\cprd\cprd6-23-15.wpd

Joint Meeting: Notes
CPRD reps and NSD Facilities Committee
Topic: Development Renne Field property
9:30 a.m. to 10:40 a.m. Thursday, March 10, 2022
Newberg School District Board Room

Present

Dave Novotney, Interim NSD Superintendent
Dave Brown, NSD Board of Directors
Trevor Dehart, NSD Board of Directors
Gregg Koskela, NSD Communications
Larry Hampton, NSD Facilities
Don Clements, CPRD Superintendent
Don Loving, CPRD Board of Directors
Gayle Bizeau, CPRD Board of Directors
Kat Ricker, CPRD Communications
Casey Creighton, CPRD Facilities
Julie Petersen, CPRD Sports

I. Dave Brown on the history of the property. Brown on NSD's original intention to construct a middle school on it in ten to twelve years, proposing to draw primarily on federal funding, and supplemented by NSD and CPRD funding. Brown described proposed turf fields for football, soccer, and lacrosse, plus a walking path around the perimeter, replacing existing fencing with black rod iron fencing, installing an outdoor exercise station. Brown said pickleball is the fastest-growing recreational sport in U.S.

II. Don Clements and Julie Petersen expressed need for new soccer fields in order to rotate and rest existing fields, and proposed constructing a pickleball facility in Dundee. Estimated cost to turf existing football field \$1 million (@ \$10.00 per sq. ft., not including disposal and replacement).

III. Larry Hampton sees need for a sport field plus a school.

IV. Don Loving and Clements said CPRD would need to protect its investment and requested a longterm agreement. Clements said CPRD wants the existing Dundee Elementary School building and realizes that NSD is about three years away from that. Hampton said that NSD would have to pay off relocating and construction of a new school building in Dundee, and will therefore want to release ownership of the existing school building.

V. Discussion continued on proposed ideas for Renne property, including funding. Clements offered CPRD's landscaping services. Petersen stated desire for restrooms.

VI. Trevor Dehart asked the purpose of today's meeting, goals and plan.

VII. Clements offered that CPRD would draft an agreement and meet with this group again to discuss and/or revise it. Brown proposed the name "Renne Community Project" and said that he would ask permission from the Renne family to use the name. Discussion: this proposed agreement is to include longterm usage and access, responsibilities, control, but not funding. The draft should be reviewed by both NSD and CPRD attorneys; approved/revised draft is to be taken to NSD and CPRD Board of Directors in a joint meeting, to follow public process, thus taking public comment.

VIII. Clements asked whether Dundee Elementary School should be included in this agreement; Brown said no, it should be separate.

Adjourn 10:40 a.m.

No date set for next meeting.

Notes recorded by Kat Ricker

**Renne Field Project Meeting Notes
10:00 a.m. Tuesday, March 29, 2022
CPRD Administration Office
125 S. Elliott Road in Newberg, OR 97132**

Present:

Larry Hampton, Newberg School District

Don Clements, CPRD Superintendent
Casey Creighton, CPRD Basic Services Supervisor
Julie Petersen, CPRD Special Services Supervisor
Kat Ricker, CPRD Public Information Director

Chris Knight, AKS Engineering and Forestry Associate
Chuck Gregory, AKS Engineering and Forestry Project Engineer
Eric Fisher, Fieldturf/Smart Buy
Darryl Bernhardt, Bernhardt Golf
Steve Coury, Fieldturf

Objective: Renovate property for expanded outdoor sports recreation including soccer, lacrosse, track and field. Turf and track to be completed concurrently. Possibly phased project to include:

- Installation of artificial turf on former football field
- Improvement of existing track into a six- to eight-lane walking/running track
- Investigate past lighting, and possible subsequent
- Preparation/undergrounding of conduit for future lighting
- New: 1 - 2 Restrooms
- Improve existing storage building and/or build new one for sports equipment
- Removal of several trees

Task Division: CPRD will lead as Project Administrator, to work openly in partnership with NSD.

Budget approximation: \$1.5 million

- \$750,000 NSD (via a federal grant)
- After that, up to \$750,000 CPRD

Cost: TBD - Rough estimate \$1.4 - \$1.5 million

Note: Potential phasing will be based in part on detailed cost estimates from contractors.

Project completion target: Summer 2024

Action items:

- Contractor and Larry Hampton will contact Doug Rux to discuss whether project will potentially need pre-application process, within two to three weeks.
 - Explore whether a conditional use change will be required; this may be required if new lighting is needed.
- CPRD will pay outright \$3,00 to \$4,000 for multiple preliminary lay outs for pre-application, to be completed before April 28, 2022 (CPRD Board of Directors meeting)
- NSD and CPRD to discuss with respective Boards of Directors.
- Kat Ricker to email (these notes) to attendees.
- Contractor will send all legal and contractual materials to CPRD Superintendent Don Clements, who will in turn seek authorization to approve and sign from Board of Directors.
-

Adjourned 11:00 a.m. with no future meeting date set.

Respectfully Submitted,
Kat Ricker, Public Information Director



BEND, OR
2777 NW Lolo Drive, Suite 150
Bend, OR 97703
(541) 317-8429
www.aks-eng.com

KEIZER, OR
3700 River Road N, Suite 1
Keizer, OR 97303
(503) 400-6028

TUALATIN, OR
12965 SW Herman Road, Suite 100
Tualatin, OR 97062
(503) 563-6151

VANCOUVER, WA
9600 NE 126th Avenue, Suite 2520
Vancouver, WA 98682
(360) 882-0419

Agreement and Authorization for Professional Services

PROJECT INFORMATION			
Date: <u>03/30/2022</u>	Job Number: <u>9399</u>	Within Metro jurisdiction?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Job Name: <u>Renne Field Conversion</u>			
Project Manager: <u>Chris Knight</u>		Principal: <u>Chuck Gregory</u>	
Site Address: <u>S Blaine St & E 6th St</u>			
City: <u>Newberg</u>	County: <u>Yamhill</u>	State: <u>OR</u>	
TaxLot/Parcel: <u>4300</u>	Map: <u>R32 19DA</u>	Lat/Long: <u>45°17'41.70"N/122°58'30.72"W</u>	
Scope of Work/ Notes: <ul style="list-style-type: none">• Prepare up to 3 concept master plan layouts: improvements include, full track and field build out, restroom/concession building, relocated rugby storage building, and field lights.• Participate in one virtual meeting with District staff to review layouts.• Prepare final master plan with phasing concept for District Board of Directors meeting.• Arborist evaluation of trees north of the existing field and east of the tennis courts. Provide tree inventory map and spreadsheet including tree number, diameter at breast height (DBH), health, etc. and one virtual consultation meeting.• Contact City planning staff to discuss the project and if any required land use applications are necessary. If required, prepare a list of pertinent project questions, complete the pre-application meeting request and participate in the pre-application meeting.			
CLIENT INFORMATION			
Client/Name: <u>Chehalam Parks & Recreation District</u>			
Address: <u>1802 Haworth Ave</u>		Office Phone: <u>503-554-0283</u>	
<u>Newberg, OR 97132</u>		Office Fax: _____	
Primary Contact: <u>Don Clements</u>		Phone: <u>503-554-0283</u>	Mobile: <u>503-537-4165</u>
Email: <u>dclements@cprdnewberg.org</u>			
BILLING INFORMATION			
Fee Type:	<input checked="" type="checkbox"/> Hourly:	Estimate: <u>\$4,800 NTE</u>	<input type="checkbox"/> Retainer/Deposit: _____
	<input type="checkbox"/> Lump Sum:	Amount: _____	<input type="checkbox"/> Retainage: _____ %
Invoice Delivery:	<input checked="" type="checkbox"/> Email	<input type="checkbox"/> USPS address: _____	
Billing Contact: <u>Don Clements</u>	Phone: <u>503-554-0283</u>	Mobile: _____	
	Email: <u>dclements@cprdnewberg.org</u>		
This agreement includes General Provisions. Please review prior to signing this agreement.			
Client Approval:		Date: <u>3.31.22</u>	
(Signature) <u>[Signature]</u>			
(Print Name) <u>Don Clements</u>			
AKS Approval:		Date: <u>03/30/2022</u>	
(Member Signature) <u>[Signature]</u>			
Chuck Gregory			
(Print Name)			

GENERAL PROVISIONS

1. **Expenses:** AKS Engineering & Forestry, LLC's ("AKS") reimbursable expenses shall be those expenses incurred directly for a project, including but not limited to services provided by outside consultants or contractors, transportation costs, meals, lodging, computer services, printing, permit fees, in-house deliveries, clerical, and binding charges. Client shall pay for such expenses on the basis of actual costs (if incurred through an outside vendor) plus 10%, or at AKS's regular rates at the time the cost is incurred.
2. **AKS's Fees / Fee Estimates:** Unless otherwise agreed in writing: (a) charges for AKS's services will be billed per AKS's rate schedule in effect at the time services are performed; (b) services include, without limitation, all office time, field time, meetings, phone calls, travel time, and all other time incurred for a project; (c) AKS bills in 15-minute increments; (d) AKS bills for travel time door-to-door at its regular rates; (e) AKS's rates may be adjusted from time to time, without notice; and (f) AKS does not warrant that actual fees and expenses will not vary from estimates.
3. **Payment:** AKS will issue invoices approximately monthly. Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a rate of 1.5% per month, unless such rate exceeds the maximum amount allowed by law, in which case the finance charge will equal the maximum rate allowed by law. If Client disputes any portion of an invoice, Client must notify AKS of the dispute in writing within 30 days of the invoice date. The notice must state the disputed amount and basis for dispute. Client hereby waives the right to dispute an invoice more than 30 days after an invoice's date, and/or if Client fails to provide the required notice.
4. **Failure to Pay:** Failure to timely pay any amount due to AKS is a material breach of this Agreement and, in the case of late payment, AKS may, in its sole discretion, suspend or terminate service and all other obligations under this contract and/or under any other contract between AKS and Client (and/or between AKS and any other client subject to control by Client or any of Client's principals). If any payment is not timely made, AKS may withhold plans, documents, and information (whether such documents and/or information was prepared under this contract, another contract between AKS and Client, or a contract between AKS and another client subject to control by Client or one of Client's principals). If AKS suspends or terminates work due to Client's non-payment, AKS may require an additional "start-up fee" to re-start work, even if Client cures all past defaults. These remedies are in addition to any others available to AKS at law or in equity.
5. **Additional Charges:** If AKS performs any work pursuant to a lump sum agreement, AKS reserves the right to charge additional amounts (and client shall timely pay such extra amounts) when: (a) AKS provides any services not specified in the agreement; (b) unforeseen or differing conditions modify the scope of work anticipated by AKS; (c) any law, ordinance, regulation or similar item changes after the date of the agreement and such change requires AKS to re-perform any work; and (d) delay or other conduct by others impact AKS's services; and/or (e) any other circumstance justifies an equitable adjustment to the contract price. Unless otherwise agreed, additional charges shall be at AKS's standard rates.
6. **Cost Estimates:** Any construction or development cost estimates provided by AKS are only estimates. AKS has no control over market conditions or bidding procedures. AKS cannot warrant that bids or actual costs will not vary from estimates. AKS will not be liable to Client for any inaccurate cost estimates, and Client assumes all risks associated with construction and development cost estimates that AKS provides to Client.
7. **Standard of Care:** AKS shall only be responsible to the level of competency and the standards of care and skill maintained by similarly licensed professionals providing similar services on projects of similar type, size and scope as a subject project, in the locale where the subject project is located, at the time that AKS provides services. AKS shall not be liable to Client for any standard of care higher than such standard.
8. **Termination:** Without any liability to the other party, either Client or AKS may terminate this Agreement for any reason by giving 30 days written notice to the other party. In such event, Client shall immediately pay AKS in full for all work performed prior to the effective date of termination. AKS need not give 30-days' notice if the reason for termination is client's non-payment.
9. **Limitation of Liability:** In recognition of the fees charged by AKS, and the relative risks, rewards, and benefits of the project to AKS and Client, Client agrees that AKS's liability to Client relating to this Agreement and the services that AKS performs hereunder, for any cause or combination of causes, under any theory of law, including tort (including negligence), contract or otherwise, shall be limited, in the aggregate, to the lesser of: (a) the amount of the fee received by AKS in connection with the project; and (b) the remaining insurance coverage available to AKS (after deduction of any costs, claim payments or other amounts that may have reduced policy limits). Client hereby expressly waives all claims of every nature against AKS that exceed these liability limitations. Client had the opportunity to negotiate a higher limitation for a higher fee.
10. **Release of Individuals:** No member, employee or other representative of AKS shall have any personal liability to Client for any act or omission, whether based on a claim of negligence or any other tort, or otherwise, arising out of or relating to this Agreement or the services that AKS performs hereunder, and Client hereby releases all such individuals from all claims of every nature.
11. **Consequential Damage Waiver:** AKS and Client hereby waive all claims against each other for indirect and consequential damages that arise in any manner out of this Agreement or the services performed hereunder. This mutual waiver includes a release of all claims for consequential damages, whether based in tort, contract or otherwise, and includes, without limitation, a release of claims for economic losses such as rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or productivity.
12. **Enforceability:** If any provision contained in this Agreement (or any portion thereof) is held to be unenforceable by a court of competent jurisdiction, the remaining provisions contained herein (and all parts thereof) shall remain unimpaired, in full force and effect. Each clause shall be enforced to the greatest extent not prohibited by law and shall be modified to enforce the expressed intent to the greatest extent allowed.
13. **Assignment:** This Agreement is not assignable by Client without the written consent of AKS.
14. **Access; Client Cooperation:** Client represents and warrants that it has unrestricted access to the site, and that AKS has access to the site, to the same degree as Client. Client shall cooperate with AKS and timely provide AKS information that AKS requests.
15. **Work Product:** Calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), in any form, are instruments of professional service intended for one-time use by Client only, for this project only. Work Product is and shall remain the property of AKS and its consultants. Client may not use any Work Product on other projects without AKS's express written permission. Client shall not obtain the right to use the Work Product, even for one-time use on this project, unless all amounts due to AKS are paid in full. If Client is in possession of any Work Product and has not paid any amount due to AKS, AKS may demand return of the Work Product, and may specifically enforce Client's obligation to return the Work Product. Client agrees that AKS shall not have waived its rights in any Work Product by virtue of submission to a public body, by dissemination of Work Product without copyright designations or via any other conduct other than a written waiver signed by AKS.
- 15.1: If Client uses any Work Product without retaining AKS for any portion of the project (including construction phase) or any other project, then Client releases AKS and AKS's consultant(s) from all claims and causes of action that relate in any manner to the project and the Work Product. Client recognizes, acknowledges and agrees that the design for a project can be a work in progress and that changes occur and information becomes available, even during construction, and that, unless AKS can stay involved in the project through completion, AKS should be relieved of liability associated with the services it provided for the project. Client agrees to indemnify and hold AKS harmless from and against any claims, demands, damages and amounts of every nature, to the extent caused by Client's use of the Work Product (or Client's allowing someone else to use the Work Product) without the involvement

of AKS. If this Agreement is terminated prior to completion of the project, for any reason other than AKS's termination as a result of Client's breach, then Client may continue to use the Work Product prepared by AKS prior to the date of termination, pursuant to the license granted herein, but only if: (a) Client pays AKS all amounts due to AKS; (b) Client removes all indicia of AKS's involvement in the Project from such documents, including title blocks and stamps; (c) Client retains another licensed design professional to review, approve and assume all responsibility for all design documents (the new design professional shall stamp the Work Product and, if anything has been submitted to a jurisdiction prior to termination, then the new design professional shall notify the jurisdiction that the new design professional is the new design professional of record).

15.2: If Client makes, authorizes or consents to changes to any Work Product, and such changes are not approved in writing by AKS, then such changes and the results thereof are not the responsibility of AKS. In that case, Client releases AKS from any liability arising from construction, use or result of such changes, and Client shall indemnify, defend and hold AKS harmless from and against any liabilities, costs, damages, demands, claims or other amounts to the extent caused by such changes.

15.3: AKS's deliverables only include printed paper copies or PDF's of Work Product. If AKS chooses, in its sole discretion, to produce any native editable design documents (such as CADD, REVIT or Word files), then Client agrees not to distribute such editable documents to any other person without AKS's express written consent, which consent AKS may withhold in its discretion.

16. **Indemnity:** Client hereby agrees to defend, indemnify and hold AKS (and each of AKS's owners, employees and agents) harmless from any claim, demand, loss, damages and/or liability, including reasonable attorneys' fees, to the extent such arises out of any acts by the Client, its agents, staff, and/or other consultants or contractors that act at Client's direction.

17. **Work of Others:** Client agrees that AKS shall not be responsible or liable for any work performed or services provided by anyone other than AKS and/or AKS's direct employees. If AKS assists Client with the coordination of other contractors and/or design professional and/or consultants, and/or AKS arranges for the provision of services by others, such coordination and/or other efforts is done as a convenience to Client and does not make AKS liable for the services provided by others. Client understands and expressly acknowledges that AKS does not provide geotechnical engineering, safety, traffic engineering, structural engineering, or electrical engineering services. Client acknowledges that AKS does not assume responsibility and agrees that AKS shall have no liability for determining, supervising, implementing or controlling the means, methods, technique, sequencing or procedures of construction, or monitoring, evaluating or reporting job conditions that relate to health, safety or welfare.

18. **All Terms Material; Negotiation; Construction:** All provisions herein are material to AKS's agreement to provide services and were expressly negotiated by the parties. Client had the opportunity to negotiate each term hereof and waives any argument that this Agreement should be construed against the drafter.

19. **Authorization to Proceed:** Any request by Client for AKS to proceed with work shall constitute an express acceptance of all terms to this Agreement, including these General Provisions.

20. **Law/Venue:** All claims that relate to this Agreement or the services provided hereunder shall be subject to Oregon law, and any litigation shall be filed in Multnomah County, Oregon, except: (a) if any case involves a lien claim that must be litigated elsewhere as a matter of law, all issues may be litigated in the same forum as the lien foreclosure; and (b) if all work performed hereunder occurred in Washington, disputes shall be subject to Washington law and litigation shall be filed in Clark County, Washington.

21. **Mediation:** Client agrees to mediate any dispute between AKS and Client, at AKS's request. The parties shall equally share the costs of mediation.

22. **Notice of Claims:** Client shall provide AKS immediate written notice of any facts that could potentially result in any potential claim against AKS. *As a condition precedent to any recovery from AKS, Client shall give AKS written notice of any claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice shall constitute waiver of such claim.*

23. **No Third-Party Beneficiaries:** Client and AKS are the only beneficiaries of this Agreement; no term herein is intended to benefit any third party.

24. **Time Limitation/Accrual:** Any claim or cause of action by Client against AKS arising out of or relating to this Agreement or the services performed hereunder (under any theory of law) must be initiated within two (2) years of the *earlier of* the date: (a) of AKS's last invoice; (b) of substantial completion; (c) of abandonment; (d) that Client knew or should have known of the damages claimed; and (e) that Client knew or should have known the facts giving rise to the claim. For purposes of this provision, AKS statements shall not constitute invoices; the "last invoice" shall be the last invoice that reflects new charges not previously charged for base contract work. A signed certificate of substantial completion shall be conclusive evidence of the date of substantial completion. If no certificate of substantial completion is executed, substantial completion shall be the earliest of the date that (a) the project is fit for its intended purpose; (b) the project is utilized for its intended purpose; and (c) a certificate of occupancy (permanent or temporary) is issued for any portion of the Project.

25. **Integration; Amendments:** This Agreement represents the entire and integrated agreement between Client and AKS, and supersedes all prior and contemporaneous negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the party against which such amendment is asserted.

26. **Binding Nature; Survival:** This Agreement shall be binding on the parties and their respective successors, heirs and permitted assigns. Each of Client's principals agrees to be bound by the terms hereof, to the same extent as Client. Any clauses intended to survive termination or expiration of this Agreement (including without limitation indemnity, waivers, limitations, and dispute resolution clauses) shall survive termination or expiration.

27. **Waiver:** No failure on the part of either party to exercise its rights under this Agreement shall be considered a waiver, release or relinquishment of any rights or powers conferred under this Agreement.

28. **Unmanned Aerial Systems (UAS):** AKS may utilize UAS to compile aerial photography of the project site before, during, and after construction. Client hereby grants AKS permission to operate the UAS over the project site. Client represents that all persons, vessels, vehicles, and structures related to the project are considered participants consenting to be involved with any UAS operations by AKS, and that Client has authority to grant these rights and to make these representations. Client shall defend, indemnify and hold AKS harmless from any breach of these representations, and from any claims or demands against AKS arising from any allegation of trespass, non-consent, or any other issues arising out of AKS's UAS operations (except to the extent that AKS causes property damage or personal injury that arises out of AKS's negligence).

29. **Electronic Media:** Client may only rely on printed Work Product, with AKS's wet stamp. Any files provided to Client in electronic format are for convenience only and should not be relied upon as final documents. Any use of electronic files shall be at the user's sole risk. AKS makes no representation as to the accuracy or completeness of electronic documents, or as to the compatibility, usability or readability of such files.

30. **Court Materials:** If AKS receives a subpoena or is otherwise required to produce documents, provide testimony, or otherwise get involved in a court case that relates to your project (and to which AKS is not a party), the Client will pay all time and costs incurred for such matters at AKS' current staff billing rates.

**AEPA #20-A Natural and Synthetic Surfaces for Sports Fields, Tracks, Courts,
Playground, and Landscaping Applications**

EXTENSION OF AGREEMENT

made by and between

FieldTurf USA, Inc. (Vendor)

and

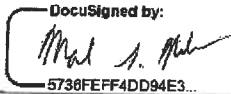
InterMountain ESD (Member)

AEPA has approved the extension of this Agreement. The Member and Vendor hereby agree to extend the Agreement for an additional contract term, which will begin immediately upon the expiration of the previous contract term. Upon the execution from authorized officers of the Member and the Vendor, this Agreement is hereby extended. This extension shall be subject to the same Terms and Conditions as contained in the original AEPA solicitation, and subject to the Bylaws, Policies and Procedures of AEPA in addition to the Member Terms and Conditions.

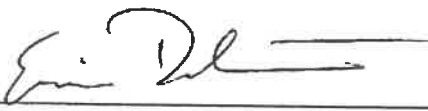
☒ Contract Term: March 1, 2022, through February 28, 2023

The Vendor hereby agrees to provide complete information of any deleted and new products or prices as allowed under headings (Product Addition/Discontinuation) and (New Catalogs/Price Changes) of the AEPA solicitation.

Member

Authorized Signature  Title Superintendent
DocuSigned by: 5738FEFF4DD94E3...
 Typed Name Mark S. Mulvihill Date 1/4/2022 | 11:31:31 AM PST

Vendor

Authorized Signature  Title President
 Typed Name Eric Dalieri Date January 10, 2022

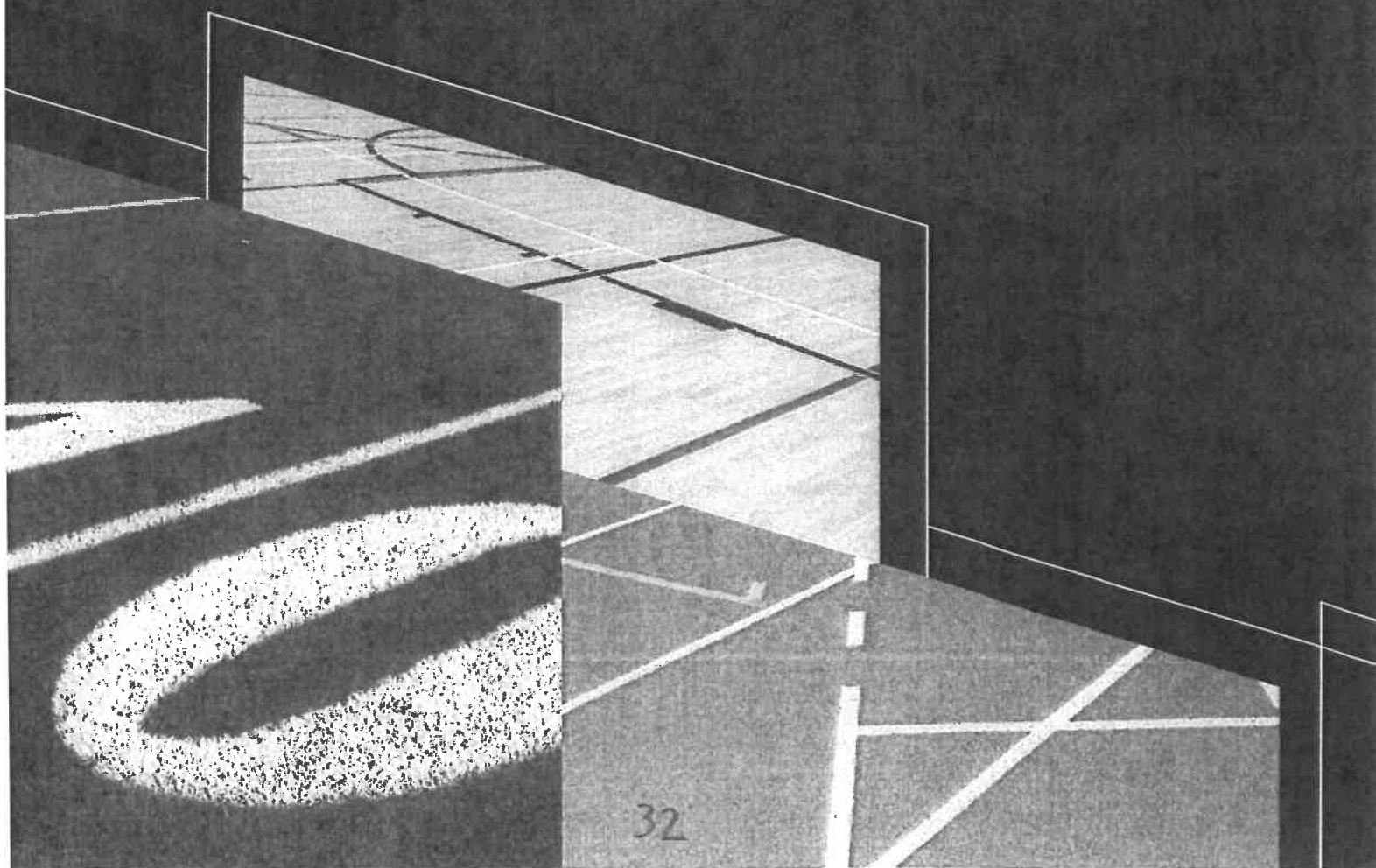
Discontinue: We, the Vendor, desire to discontinue the contract.

Authorized Signature _____ Title _____
 Typed Name _____ Date _____



Building your **dream**
sports facility has
never been **easier**

SMARTBUYCOOPERATIVE.COM



Bidding process

Get the sports surface and new facility construction you want—at the price you want.

The SmartBuy Cooperative Purchasing Program replaces resource-intensive public bidding for your next sports construction project. Finish your new project on time and on budget by simplifying the process.

SmartBuy is hands-down the easiest turnkey solution for every sports surfacing solution you can imagine.



We offer an extensive portfolio of the industry's best products and guarantee the best value.

Don't settle for a product you don't actually want. SmartBuy enables you to access the best sports surfacing solutions in the industry from synthetic or infill turf, golf and sports landscaping, to running tracks, to indoor or outdoor court surfaces, along with new construction or demolition site work—all provided by the National leader in sports surfacing, Tarkett Sports.



With SmartBuy, you leverage economies of scale.

Let's get this one out of the way: we're not duplicating the bid process. The leading portfolio of products available through SmartBuy have already been competitively bid through a sealed-bid process, and it includes pre-negotiated prices. You'll get the solution you want turnkey, all within the framework of existing bid laws and procurement process.



Go from proposal to contract fast! Save time and resources.

SmartBuy gives you access to competitively-bid cooperatives you may already be working with, awarded through a rigorous evaluation process. We'll help you determine which one is best for you, and you'll have total project control for almost any sports surface or installation you can imagine, every step of the way. Building your dream sports facility just became as easy as buying a pencil.

SMARTBUY PURCHASING PROCESS VS. OUTDATED BID PROCESS

SmartBuy Purchasing Program	VS. Traditional Bid Method
Step 1 Contact FieldTurf or Beynon Step 2 Site evaluation completed & quote issued to owner Step 3 Owner issues a Purchase Order Step 4 Construction begins	Step 1 Research contractors Step 2 Interview contractors Step 3 Select contractors Step 4 Write out specs with contractors Step 5 Obtain final designs Step 6 Advertise bid meeting Step 7 Arrange for bid meeting Step 8 Collect bids Step 9 Review bids with bid committee Step 10 Investigate manufacturers Step 11 Bid acceptance Step 12 Coordinate installation process Step 13 Construction begins



PROJECT NAME	Year	OWNER	CITY	State	Entity	Product
Summit HS Football	2022	Bend Lapine School District	Bend	OR	SD	FTVTP57 Core + site work
NCSAD Adrienne Nelson HS BB Field 2	2022	North Clackamas SD 12	Happy Valley	OR	SD	FTHD2 + site work
NCSAD Adrienne Nelson HS SB Field 3	2022	North Clackamas SD 12	Happy Valley	OR	SD	FTHD2 + site work
Bandon HS Track	2022	Bandon School District	Bandon	OR	SD	Remove existing track & Install BSS 200
North Salem HS Football	2022	Salem-Keizer School District 24I	Salem	OR	SD	FTVTS7 + site work
South Salem HS Field	2022	Salem-Keizer School District 24I	Salem	OR	SD	FTVTP57 + site work
Nestucca Valley HS Football	2022	Nestucca Valley School District	Cloverdale	OR	SD	FTVTS7 + site work & track
Driftwood Elementary School Track	2022	Port Oford Langlois School District	Port Orford	OR	SD	BSS 300 w/ Hobart Finish
Grant HS Upper Field Improvements	2022	Portland Public Schools	Portland	OR	SD	XT50 + site work
St Paul HS Track Repair	2022	St Paul School District 45	St Paul	OR	SD	Track Restrip
Waldo MS Track	2022	Salem Keizer SD	Salem	OR	SD	Resurface Long Jump Runway
Scappoose High School Turf and Track - Design	2022	Scappoose School District 1J	Scappoose	OR	SD	Design Work
Newberg HS Football REPL	2022	Newberg School District	Newberg	OR	SD	Vertex Prestige + site work
Hoover Elementary School Track	2022	Medford Elementary School	Medford	OR	SD	BSS100
Creswell HS	2022	Creswell School District #40	Creswell	OR	SD	BSS 100 and line markings on long jump
Mazama HS Football	2022	Klamath County School District	Klamath Falls	OR	SD	FTVTS7 w/ Track + site work
Willamina High School Track	2022	Willamina School District 30J	Willamina	OR	SD	BSS 200 + site work
Estacada High School Football	2022	Estacada School District	Estacada	OR	SD	FTVTS7 + site work
Silverton High School Track	2022	Silver Falls School District	Silverton	OR	SD	BSS 300
Rex Putnam HS Track Resurfacing	2021	North Clackamas Schools	Clackamas	OR	SD	BSS 200
Alder Creek Middle School Track	2021	North Clackamas School District	Milwaukie	OR	SD	BSS 100
Marshfield High School - FastTrack Maintenance	2021	Coos Bay School	Coos Bay	OR	SD	FastTrack Gold Cleaning
Phoenix HS Stadium	2021	Phoenix-Talen School District	Phoenix	OR	SD	FTVTS7 + site work
Hermiston School District Courts	2021	Hermiston School District	Hermiston	OR	SD	Resurfacing of district courts
Dayton High School Track	2021	Dayton School District	Dayton	OR	SD	Clean and resurface track
Beaverton High School	2021	Beaverton School District	Beaverton	OR	SD	Remove existing track, resurface with BSS 200
University of Oregon Indoor	2021	University of Oregon	Eugene	OR	University	FTVTP57 w/ Beynon Elayer+ site work
Sunset MS Track	2021	Coos Bay School District	Coos Bay	OR	SD	Track Repair and restripe
Scappoose High School Track	2021	Scappoose School District 1J	Scappoose	OR	SD	Remove and resurface BSS200
Lebanon HS Football REPL	2021	Lebanon Community School District 9	Lebanon	OR	SD	FTVTP57 + site work
Chiloquin High School	2021	Klamath County School District	Chiloquin	OR	SD	BSS Track + site work
Tigard HS Soccer	2021	Tigard-Tualatin School District	Tigard	OR	SD	FTVTS7 + site work
Tigard HS FB and BB	2021	Tigard-Tualatin School District	Tigard	OR	SD	FTVTP57 w/ Olive + site work
Warrenton Hammond SD Track	2021	Warrenton School District	Warrenton	OR	SD	BSS 200 Resurface
Canby HS Multipurpose	2021	Canby School District	Canby	OR	SD	FTVTS7 + site work
Canby HS Baseball	2021	Canby School District	Canby	OR	SD	DoublePlay Natural + site work
Canby HS Softball	2021	Canby School District	Canby	OR	SD	XT50 + site work
North Bend High School	2021	North Bend School District 13	North Bend	OR	SD	FTVTS7 + site work
Umatilla HS Tennis	2021	Umatilla School District	Umatilla	OR	SD	Clean/Repair, Supply
Nestucca SB Infield	2021	Nestucca Valley School District	Cloverdale	OR	SD	FieldTurf DoublePlay Natural Clay 2"
Nestucca BB Infield	2021	Nestucca Valley School District	Cloverdale	OR	SD	FieldTurf DoublePlay Natural Clay 2"
Portland Parks Courts	2021	Portland Parks & Recreation	Portland	OR	Parks	Remove and resurface basketball courts
Molalla HS Tennis	2021	Molalla River School District	Molalla	OR	SD	5 Tennis Court Reconstruction
Chiloquin HS Football	2021	Klamath County School District	Chiloquin	OR	SD	FTVTS7 + site work
Grants Pass Park and Recreation Courts	2021	City of Grants Pass	Grants Pass	OR	City	resurface 31 Tennis/Basketball/Pickleball courts
Willamina High School	2021	Willamina School District 30J	Willamina	OR	SD	GeoTech and Design Services
Stanfield Track and Tennis	2021	Stanfield School District 61R	Stanfield	OR	SD	BSS 200 8 lane track, Resurface tennis courts
Union High School Track	2021	Union School District #5	Union	OR	SD	BSS100 8 lane track
Clatskanie High School Track	2021	Clatskanie School District #6J	Clatskanie	OR	SD	Resurface track BSS 200
Sprague HS Tennis	2021	Salem-Keizer Public Schools	Salem	OR	SD	4 Tennis Courts
West Salem HS Tennis	2021	Salem-Keizer Public Schools	Salem	OR	SD	Asphalt/post tension concrete on tennis court
53rd Ave Park	2020	City of Hillsboro	Hillsboro	OR	City	FieldTurf Vertex FTVT-57, 2.25", ProPlay 23D Pad + site
Hillsboro Stadium	2020	City of Hillsboro	Hillsboro	OR	City	FieldTurf CORE, 2.0", ProPlay 20D Pad, + site work
St Helens Jr. High Soccer	2020	St. Helens School District #502	St. Helens	OR	SD	FieldTurf XT-57 with Prestige Regen Infill System, 2.25"
New Sherwood HS - 5 fields	2020	Sherwood School District	Sherwood	OR	SD	XTHD65-36-FG-STND, FTVTS7-XM7-43-FG, FT Classic HD 2.25" = site work
Glencoe High School Tennis	2020	Hillsboro School District	Hillsboro	OR	SD	Supply and install 4 tennis courts
Phoenix High School Track & Stadium Renovation	2020	Phoenix-Talent School District #4	Phoenix	OR	SD	BSS 100, BSS 200 + site work
Sam Barlow High School Tennis	2020	Gresham-Barlow School District	Gresham	OR	SD	Tennis court resurfacing for 4 tennis courts
Sherwood High School Track	2020	Sherwood School District	Sherwood	OR	SD	BSS100 13mm
Crescent Valley HS Tennis	2020	Corvallis School District 509J	Corvallis	OR	SD	Installation of 8 post tension tennis courts
West Salem HS Football	2020	Salem Keizer SD	Salem	OR	SD	FieldTurf XT-65, 2.5" + site work
Estacada High School Track Replacement	2020	Estacada School District	Estacada	OR	SD	BSS 200 + site work
Oregon City HS Track	2020	Oregon City School District	Oregon City	OR	SD	BSS 200
McMinnville SD Tennis	2020	McMinnville School District	McMinnville	OR	SD	Installation of 4 tennis courts
Southridge High School Track Runway Resurfacing & Repair	2020	Beaverton School District	Beaverton	OR	SD	BSS 2000RE
SWOCC Track	2020	SWOCC	Coos Bay	OR	CC	BSS 100 RE
Athey Creek Middle School Track	2020	West Linn - Wilsonville School District	Tualatin	OR	SD	BSS 200WB + site work
Whiteaker MS Track	2020	Salem Keizer SD	Keizer	OR	SD	BSS 50 + site work
Forest Grove High School	2020	Forest Grove School District	Forest Grove	OR	SD	XT-65 2.5" + site work
NCSAD Clackamas	2020	North Clackamas School District	Milwaukie	OR	SD	FieldTurf Classic HS 2" + site work
Crossler Middle School Track Repair	2020	Salem Keizer SD	Salem	OR	SD	BSS 50
Judson Middle School Track Repair	2020	Salem Keizer SD	Salem	OR	SD	BSS 50
Claggett Creek Middle School Track Repair	2020	Salem Keizer SD	Salem	OR	SD	BSS 50
Crescent Valley HS Tennis Repair	2020	Corvallis School District 509J	Corvallis	OR	SD	8 Tennis Courts
Nike Trailblazer Courts	2020	City of Portland	Portland	OR	City	Plexipave
Alberta Rider Elementary School	2020	Tigard Tualatin School District	Tigard	OR	SD	BSS 100
Umatilla High School Track Repair	2020	Umatilla School District	Umatilla	OR	SD	BSS 50 (Black)
Lane Community College Track	2020	Lane Community College	Eugene	OR	CC	BSS 2000 RE & Site work
North HS Track Repair	2020	Salem Keizer SD	Salem	OR	SD	rake and spray latex binder
Rex Putnam HS Football	2020	North Clackamas Schools	Clackamas	OR	SD	FieldTurf Classic HD 2.00" + site work
Alder Creek Middle School	2020	North Clackamas Schools	Milwaukie	OR	SD	FieldTurf Classic HD 2.00"
Centennial Middle School Track	2020	Centennial School District	Portland	OR	SD	BSS 100
Clackamas HS Track	2020	North Clackamas SD	Clackamas	OR	SD	BSS200
Yamhill Carlton HS Track	2020	Yamhill Carlton Schools	Yamhill	OR	SD	BSS 200 13 mm
Lake Oswego High School Tennis	2019	Lake Oswego Public Schools	Lake Oswego	OR	SD	4 Tennis Courts
Tigard High School Tennis	2019	Tigard Tualatin School District	Tigard	OR	SD	6 Tennis Courts
Tigard HS Softball	2019	Tigard Tualatin School District	Tigard	OR	SD	Vertex 50 - 2" & site work
Fowler MS Tennis	2019	Tigard Tualatin School District	Tigard	OR	SD	5 Tennis Courts
Burns High School Track Repair	2019	Harney County School District #3	Burns	OR	SD	BSS 50 track repair
Raleigh Park Elementary Track	2019	Beaverton School District	Beaverton	OR	SD	BSS 200
Lake Oswego HS Baseball	2019	Lake Oswego School District 7J	Lake Oswego	OR	SD	FieldTurf FTHD-1 2", FTHD-2 2.5"
Chiloquin HS Track Repair	2019	Klamath County School District	Chiloquin	OR	SD	BSS-50
Siuslaw HS Track Resurfacing	2019	Siuslaw School District 97J	Florence	OR	SD	BSS 300 RE, BSS 100 RE, site work

PROJECT NAME	Year	OWNER	CITY	State	Entity	Product
Liberty High School Tennis	2019	Hillsboro School District	Hillsboro	OR	SD	Tennis Court Resurfacing
Sam Barlow High School Tennis & Track	2019	Gresham-Barlow School District	Gresham	OR	SD	BSS 100 + site work
West-Linn Wilsonville High School	2019	West Linn - Wilsonville School District	Tualatin	OR	SD	Tennis Courts Resurfacing + site work
Wilsonville High School	2019	West Linn - Wilsonville School District	Tualatin	OR	SD	Tennis Courts Resurfacing + site work
Sam Barlow High School	2019	Gresham-Barlow School District	Gresham	OR	SD	FTHD57 + site work
Sam Barlow High School Tennis & Track - CO#1	2019	Gresham-Barlow School District	Gresham	OR	SD	Install football goalpost
Leslie Middle School Track Renovation	2019	Salem-Keizer Public Schools	Salem	OR	SD	BSS 100
McKay High School Track Renovation	2019	Salem-Keizer Public Schools	Salem	OR	SD	BSS 100/BSS 100RE
Coquille High School Track Resurfacing	2019	Coquille School District #8	Coquille	OR	SD	BSS 100 + site work
McMinnville Workman Football Field & Patton Baseball Field	2019	McMinnville School District 40	McMinnville	OR	SD	BSS 200, + FieldTurf Classic HD 2.5" +site work
Corvallis School District Tracks	2019	Corvallis School District	Corvallis	OR	SD	BSS 200RE + site work
Astoria HS Track	2019	Astoria School District	Astoria	OR	SD	BSS 200 + Site work
Inza Wood Middle School Track Resurfacing	2019	West Linn - Wilsonville School District	Tualatin	OR	SD	BSS 200
Canby HS Football Field	2019	Canby School District	Canby	OR	SD	XT-65 2.5" & Sitework
Mt. Hood CC Track Cleaning	2019	Mt Hood Community College	Gresham	OR	CC	Clean/pressure wash existing running track surface
Crescent Valley High School Track	2019	Corvallis School District 509J	Corvallis	OR	SD	BSS 200
Lakeridge HS Tennis	2019	Lake Oswego School District	Lake Oswego	OR	SD	Tennis court resurfacing - 6 courts
Lake Oswego High School Tennis	2019	Lake Oswego School District	Lake Oswego	OR	SD	Upper tennis court resurfacing - 3 courts
Philomath HS Track	2019	Philomath School District 17J	Philomath	OR	SD	BSS 200/200RE
Raleigh Hills Elementary	2019	Beaverton School District	Beaverton	OR	SD	BSS 100
Lake Oswego High School Track	2019	Lake Oswego School District	Lake Oswego	OR	SD	BSS 300 + site work
Lakeridge High School Track	2019	Lake Oswego School District	Lake Oswego	OR	SD	BSS 200 + site work
Clackamas CC Track	2019	Clackamas Community College	Oregon City	OR	CC	BSS 100, BSS 100 RE + Site work
HSD - Mooberry Elementary	2019	Hillsboro School District	Hillsboro	OR	SD	FT Versa Lush 1"
HSD Eastwood Elementary	2019	Hillsboro School District	Hillsboro	OR	SD	FieldTurf Versa Lush 1.00"
Umatilla High School Track Repair	2019	Umatilla School District	Umatilla	OR	SD	BSS 50
South Albany High School Track	2018	Greater Albany School District 8J	Albany	OR	SD	Black Latex Top Coat
Roseburg High School Track	2018	Douglas County School District #4	Roseburg	OR	SD	BSS 100 & BSS 200
Liberty HS Track Phase 1	2018	Hillsboro School District	Hillsboro	OR	SD	Pressure wash & surface prep
Liberty HS Track Phase 2	2018	Hillsboro School District	Hillsboro	OR	SD	BSS 100RE & Top Coat
North Marion HS Track	2018	North Marion School District	Aurora	OR	SD	BSS 200 & Site Work
Sprague High School	2018	Salem Kaizer Public Schools	Salem	OR	SD	XTHD65
Oregon City High School Track	2018	Oregon City School District	Oregon City	OR	SD	BSS 100 & 200
Oregon City High School Stadium	2018	Oregon City School District	Oregon City	OR	SD	FTHD Classic 2.5" & Sitework
Sunridge Middle School Track	2018	Pendleton School District 16R	Pendleton	OR	SD	BSS 100 & Sitework
Beaverton High School South D-Zone	2018	Beaverton School District	Beaverton	OR	SD	BSS 50
Salem-Keizer SD Tracks	2018	Salem Keizer School District 24J	Salem	OR	SD	Cleaning & Restripe 4 Tracks
Tualatin High School Multi, SB, BB	2018	Tigard-Tualatin SD	Tualatin	OR	SD	FT HD Classic 2.5", HD Classic 2.0", DoublePlay 2.5" & Site work
Lake Oswego Softball	2018	Lake Oswego School District	Lake Oswego	OR	SD	FTHD 2 - 2", FTHD45 - 1.75" & sitework
Gladstone High School Stadium	2018	Gladstone School District	Gladstone	OR	SD	FTHD 2.5"
Lakeridge High School Practice Field	2018	Lake Oswego School District	Lake Oswego	OR	SD	FTHD 2.5"
Vernonia High School Track	2018	Vernonia School District	Vernonia	OR	SD	BSS 200 & sitework
Junction City High School Track	2018	Junction City School District #69	Junction City	OR	SD	BSS 100
Henley High School Track	2018	Klamath County School District	Klamath Falls	OR	SD	BSS 100
Rock Creek Elementary School Track	2018	Beaverton School District	Beaverton	OR	SD	BSS 100 13MM
HSD Butternut Elementary	2018	Hillsboro School District	Hillsboro	OR	SD	FieldTurf Versa Lush 1.00" All Green, No Markings
Reedville Elementary School	2018	Hillsboro School District	Hillsboro	OR	SD	Versa lush 1"
Farlington View Elementary School	2018	Hillsboro School District	Hillsboro	OR	SD	Versa lush 1"
West Union Elementary School	2018	Hillsboro School District	Hillsboro	OR	SD	Versa lush 1"
WL Henry Elementary School	2018	Hillsboro School District	Hillsboro	OR	SD	Versa lush 1"
Rex Putnam Tennis	2018	North Clackamas School District	Milwaukie	OR	SD	4 Tennis Courts
Mary Rieke Elementary School	2017	City of Portland	Portland	OR	City	XTHD-50 2"
Skyview Middle School Track	2017	Bend LaPine School District	Bend	OR	SD	BSS-200 and R&D of track
High Desert Middle School - Track	2017	Bend LaPine School District	Bend	OR	SD	BSS-200 and R&D of track
Nyssa HS Tennis	2017	Nyssa School District 26	Nyssa	OR	SD	Tennis Courts and Site Work
Gilchrist High School Track	2017	Klamath County School District	Gilchrist	OR	SD	Track & Site work
Sherwood High School Track	2017	Sherwood School District	Sherwood	OR	SD	Top Coat & BSS 50
McMinnville High School Field	2017	McMinnville School District 40	McMinnville	OR	SD	FTHD1-36-FG
Grants Pass High School Track	2017	Grants Pass School District No. 7	Grants Pass	OR	SD	SBR Rubber Patching
Sherwood High School Stadium	2017	Sherwood School District	Sherwood	OR	SD	Classic 2.5"
Helix High School Track	2017	Helix School District	Helix	OR	SD	BSS 100 and site work
Mary Rieke Elementary School	2017	City of Portland	Portland	OR	City	Change Order
Portland Community College Track	2017	Portland Community College	Portland	OR	College	BSS 200
Pendleton High School	2017	Pendleton School District 16R	Pendleton	OR	SD	BSS 200 & Site work
Gordon Russell Middle School	2017	Gresham-Barlow School District	Gresham	OR	SD	BSS 100 & Site
Dexter McCarthy Middle School	2017	Gresham-Barlow School District	Gresham	OR	SD	BSS 100 & Site
Riverside Jr/Sr High School Track	2017	Morrow County SD	Heppner	OR	SD	BSS 100
AC Holughton Elementary	2017	Morrow County SD	Heppner	OR	SD	2 Tennis Courts
Sherwood High School Track	2017	Sherwood School District	Sherwood	OR	SD	BSS 100 & 100 RE & Site Work
Tualatin High School Track	2017	Tigard-Tualatin SD	Tualatin	OR	SD	BSS 2000 13MM
Hazelbrook Middle School Track	2017	Tigard-Tualatin SD	Tualatin	OR	SD	BSS 100 & Site
Jewell Track	2017	Jewell School District	Jewell	OR	SD	BSS 100 & Site work
Riverside Jr/Sr High School Track	2017	Marrow County School District	Boardman	OR	SD	Change Order # 1
Pendleton High School	2017	Pendleton School District 16R	Pendleton	OR	SD	Change Order #2
Ashland High School	2017	Ashland Public Schools	Ashland	OR	SD	BSS 100 (13MM) & Site work
Mt. Hood Community College	2017	Mt. Hood Community College	Gresham	OR	College	8 Tennis Courts
Ashland High School	2017	Ashland Public Schools	Ashland	OR	SD	Change Order #2
Medford HS "Spiegelberg Stadium"	2016	Medford School District	Medford	OR	SD	Classic 2.5"
Sherwood Baseball Mound	2016	City of Sherwood	Sherwood	OR	SD	Customer service repair work
Tualatin HS Field	2016	Tigard-Tualatin SD	Tualatin	OR	SD	Rev 360 2.5" and Site
Delta Park Strasser Field (Reclaimed Timbers Turf)	2016	City Of Portland	Portland	OR	Parks	Salvaged Material
Bonanza HS Track	2016	Klamath County School District	Klamath Falls	OR	SD	BSS 100 and Site
Silverton High School	2016	Silver Fox Foundation	Silverton	OR	City	XT-65 2.5"
Ridgewood Elementary Track	2016	Beaverton School District	Beaverton	OR	SD	L-2000
North Bend HS Track	2016	North Bend School District 13	North Bend	OR	SD	Poly-4000
Sisters SD Track and Tennis	2016	Sisters School District	Sisters	OR	SD	BSS 200 and 4 Tennis Courts
Oregon Zoo Giraffe Pen	2016	Oregon Metro	Portland	OR	City	BSS 1000 Encapsulated
Sisters SD Track and Tennis	2016	Sisters School District	Sisters	OR	SD	Change Order Track
Medford HS "Spiegelberg Stadium"	2016	Medford School District	Medford	OR	SD	Change Order Turf
Tualatin HS Field	2016	Tigard-Tualatin SD	Tualatin	OR	SD	Change Order Turf
Delta Park Strasser Field (Reclaimed Timbers Turf)	2016	City Of Portland	Portland	OR	Parks	Change Order Turf
Silverton High School	2016	Silver Fox Foundation	Silverton	OR	City	Change Order Turf
Jewell Design	2016	Jewell School District	Seaside	OR	SD	Design

LEASE AGREEMENT

THIS AGREEMENT, made and entered into in Newberg, Yamhill County Oregon this ____ day of _____, by and between SCHOOL DISTRICT #29J, a school district in Yamhill County, Oregon, Hereinafter called "LESSOR" and the CHEHALEM PARK AND RECREATION DISTRICT, Hereinafter called "LESSEE".

WHEREAS, Lessor is owner of a certain tract of land located in Newberg, Yamhill County, Oregon, more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, Lessee wished to lease for the period of this agreement, the said property for the purpose of using the same as a public park facility, and to end constructing thereon certain improvements;

NOW, THEREFORE, the parties agree as follows:

1. Commencing on the date of this agreement and continuing thereafter for a period of ninety-nine (99) years. Lessor leases to lessee all that certain real property situated in Newberg, Yamhill County, Oregon, more particularly described in Exhibit "A" attached hereto and to contribute seven hundred and fifty thousand dollars to the development of turf field and running track.
2. The consideration for this lease and contribution is to develop a turf field, running track, concession/restroom, and landscape the area.
3. Lessee covenants that during the term of this lease, and during any renewal thereof, it will use the said property for Public Park and recreation purposes only.
4. Lessee may, at own expense, improve on said property a public park and recreation facility. Prior to any such improvement, Lessee shall submit detailed plans and specifications for any such improvements or facilities to lessor for its approval.
5. Unless otherwise agreed, and except as specifically provided herein, Lessee shall be responsible for all costs in connection with such facilities and improvement including cost of design, construction and maintenance. Lessee and Lessor will share the repair and replacement of the turf area.
6. Lessor shall be responsible and agrees to pay for all water and sanitary sewer charges incurred in connection with the described property. Connection charges and services will be the Lessee responsibility.
7. Lessor shall be responsible for any and all levies and improvement assessments made against the said property, now or hereafter existing.
8. Lessee shall be responsible for and agrees to obtain and keep in force policies of insurance, insuring any improvements and facilities constructed on said property against loss, damage or casualty and naming Lessor as an additional insured. It is specifically understood and agreed that the proceeds of any insurance policy maintained hereunder shall, in the event of claim and payment thereunder, be used to reconstruct improvements and facilities on said property or for such other improvements to said property as agreed upon by Lessor and Lessee.

9. Lessee shall be responsible and agrees to pay for and keep in force policies of liability insurance, insuring the property against any loss or damage by any reason of any claim or claims arising out of or in any manner connected with the construction, repair, maintenance or operation of the said property or any improvements or facilities constructed thereon. Said insurance policy shall name lessor as an additional insured lessee, and shall save and hold lessor harmless for any and all such claims.

10. Lessee shall make available property described in exhibit A and facilities constructed for use by Lessor once a Junior High School is constructed on adjacent property. The Lessor shall have priority of the use of property and facilities while school is in session once a Junior High School is constructed on adjacent property. The Lessee will have priority at all other times.

11. At the termination of this lease or any renewal thereof, all improvements and facilities shall become the property of the Lessor.

CHEHALEM PARK AND RECREATION DISTRICT

By _____
PRESIDENT OF BOARD

By _____
Superintendent

Date _____

NEWBERG SCHOOL DISTRICT 29J

By _____
CHAIR

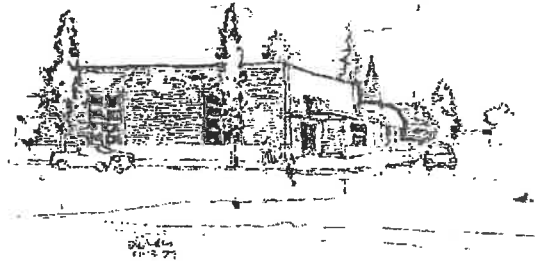
By _____
Superintendent

Date _____

BROWN, TARLOW, BRIDGES & PALMER, PC
Attorneys at Law

JOHN T. BRIDGES
STEPHEN C. PALMER
RICHARD P. BROWN
LOREN G. GAUKROGER

ALLYN E. BROWN
DONALD O. TARLOW
Retired



515 E. FIRST STREET
NEWBERG, OREGON 97132
TELEPHONE: (503) 538-3138
FACSIMILE: (503) 538-9812
www.newberglaw.com

April 11, 2022

Jim McMaster
125 South Elliott Road
Newberg, Oregon 97132

Sent Via e-mail to jmcmaster@board.cprdnewberg.org

Don Clements
125 South Elliott Road
Newberg, Oregon 97132

Sent Via e-mail to dclements@cprdnewberg.org

Re: Draft Easement

Dear Jim and Don:

Enclosed is a draft Easement. I have included Don on this e-mail. I tried too include everything that Knudsen asked for in the Easement. They asked for a mechanism to do something with the Easement if it was defunded or maintenance was not done for a lengthy period of time. Pay particular attention to the twelve (12) month notice. If you have other thoughts about how to deal with this issue, let me know. It seems reasonable in the face of what the County Commissioners did recently that they should have some mechanism to terminate the Easement if there is a completely different Board of Directors for CPRD and they make a policy decision to never fund trails.

There are some things I did not include in the Easement. I did not include an arbitration provision, nor include attorneys' fees. I also did not include what the surface of the hiking trail would be. I can include all of those if you instruct me to do so. I also did not know what the width of the trail would be, or whether there are spots that would not be on the boundary of the parcel. As I was thinking through the Easement I was wondering whether you would fence both sides of the Easement. If so, that would make you feel like you are in a cage. Perhaps we should indicate a particular height of the fence so a typical persons' view is not obstructed by it?

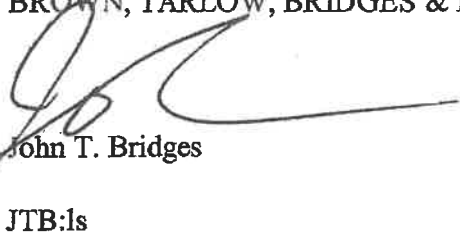
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Please let me know if you want to schedule a time to formally go over this either in person or by phone. It might also be helpful to do a site visit.

Yours Truly,

BROWN, TARLOW, BRIDGES & PALMER, PC

A handwritten signature in dark ink, appearing to read 'John T. Bridges', with a long horizontal flourish extending to the right.

John T. Bridges

JTB:ls
Enclosure

Grantor
Knudsen Vineyards, LLC
P.O. Box 280
Dundee, Oregon 97115

Grantees
Chehalem Park and Recreation
District
125 South Elliott Road
Newberg, Oregon 97132

After recording return to:
John T. Bridges
515 E First Street
Newberg, Oregon 97132

**Until a change is requested all
tax statements shall be sent to
the following address:**
No change

EASEMENT

RECITALS:

WHEREAS, Chehalem Park and Recreation (CPRD) is a quasi governmental agency with a district boundary encompassing Newberg, Dundee, and the surrounding areas bound by the Yamhill river to the South, Clackamas County to the East, Washington County to the North and a varying boundary West of Dundee; and

WHEREAS, CPRD manages a number of parks within its District both inside and outside of City limits; and

WHEREAS, CPRD has a long term lease with Yamhill County the owner of Crabtree Park and manages the Park on behalf of the County; and

WHEREAS, Knudsen Vineyards, LLC (Knudsen) owns and operates a vineyard and wine tasting area contiguous to Crabtree Park; and

WHEREAS, CPRD has been actively engaged in building trail systems throughout the District so people can walk, hike, bike, and utilize trails for recreational purposes; and

WHEREAS, Knudsen is interested in encouraging the use of a trail across Knudsen property in conjunction with the parking lot at Crabtree Park; and

WHEREAS, Knudsen and CPRD will not charge for the use of the property to take advantage of the elimination of liability pursuant to ORS 105.682 and ORS 105.688.

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

EASEMENT

1. Recitals. All Recitals are incorporated herein as if fully set forth.

2. Property Identification. Knudsen is the owner of Property described on Exhibit A attached hereto and incorporated herein.

3. Grant. Grantor's hereby grants to CPRD a non-exclusive easement over the property described on Exhibit B, incorporated herein, for the purpose of CPRD maintaining the property and generally hold the property open for recreational purposes for the general population's use.

UTILITY EASEMENT

PAGE 1 OF 6

This Grant shall be perpetual, unless the conditions described below occur. The Parties agree that no one will be charged for the recreational use. It is the express intent of the Parties to take full advantage of the immunity provided in ORS 105.682 and ORS 105.688.

4. Immunity and duty to defend. Notwithstanding ORS 105.682 and ORS 105.688, CPRD agrees to indemnify and hold Knudsen harmless from any claim, injuries, damages, or liability whatsoever, associated with anyone's use of the property including the public, employees, agents, members of the District Board of Directors, or anyone else acting on their behalf. CPRD shall have a duty to defend Knudsen if anyone asserts a claim against Knudsen. CPRD will hold Knudsen harmless from all costs associated with any such claim. If Knudsen incurs any cost because of a claim, CPRD will reimburse the cost within a reasonable time of presentation.

5. Fencing. It shall be CPRD's obligation to fence the area to be used as a trail system and fully maintain the fence and trails themselves. It is the Parties intention that the trail system shall generally follow the edge of the property. The inside edge of the property shall be posted with Private Property/ No Trespassing signs.

6. Closures. The Parties understand that some periods of time, the trail will need to be closed, CPRD agrees to close the trails at ___ p.m. every night. Upon fourteen (14) days notice from Knudsen to CPRD, CPRD will close the trails for ___ hours to allow Knudsen to take any action on their vineyard property that might impact users of the trail. If for any reason CPRD fails to close the trail upon the fourteen (14) day notice Knudsen may do so.

7. _____. CPRD like all Governmental agencies, have limitation and procedures affecting spending. Those could affect when, how, or even if CPRD can fund the maintenance of the trail system. The Parties will work cooperatively for CPRD to maintain the trail system in a fashion that Knudsen is comfortable with. If Knudsen believes that CPRD is not maintaining the trail system in a sufficient fashion, Knudsen may provide CPRD notice of such. If the funding of the trail system has been completely eliminated and it does not appear that they will be funded in the future, the Parties will work cooperatively to terminate this Easement. If Knudsen feels there has been on going lack of sufficient maintenance they can provided a twelve (12) month Notice of there intent to terminate the Easement. Knudsen can unilaterally end, access to the trails, if the maintenance is not concluded in that Notice period.

SIGNATURES ON NEXT PAGE

Date: _____

Knudsen Vineyard, LLC

By:

Its: _____

On behalf of Chehalem Park and Recreation District I Don Clements, Superintendent accept the easement

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on the ____ day April, 2022, by Kudsens Vineyard, LLC Its _____

On behalf of Chehalem Park and Recreation District I Don Clements, Superintendent hereby accept the easement.

Date: _____

CPRD

By: Don Clements

Its: Superintendent

STATE OF OREGON)
) ss.
County of Yamhill)

This instrument was acknowledged before me on the ____ day of April, 2022, by Chehalem Park and Recreation, Don Clements, Superintendent.

Notary Public for Oregon

My commission expires: _____

EXHIBIT A

PARCEL I

BEGINNING at a point on the North line of the Albert Savage Donation Land Claim in Township 3 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, in the center of the County Road; thence West along the North line of said Donation Land Claim to the Northeast corner of a tract of land conveyed to William H. Hipple, et ux., by deed recorded in Book 171, Page 43, Deed Records of Yamhill County, Oregon; thence South along the East line of said Hipple tract, 1320 feet to the South line of the North half of Section 28 in said Township and Range; thence east along the East and West centerline of said Section to the West line of a tract of land conveyed to Maude Marshall by deed recorded in Book 160, Page 709, Deed Records; thence Northerly along the West line of said Marshall tract to the centerline of the County Road; thence Northwesterly along the centerline of said County Road to the PLACE OF BEGINNING.

PARCEL II

BEGINNING on the North and South centerline of Section 28, Township 3 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, at a point 507 feet South of the center of said Section; thence West, 1705 feet to the East line of a tract of land conveyed to Harry Kuehne, et ux., by Deed recorded in Book 129, Page 648, Deed Records of Yamhill County, Oregon; thence South along the East line of said Kuehne tract, 912 feet to the North line of the Henry C. Hill Donation Land Claim; thence East, 1705 feet to the centerline of said Section; thence North, 912 feet to the PLACE OF BEGINNING.

PARCEL III

All that portion of the following described premises lying West of the County Road, to-wit:

The North half of the Southeast Quarter and Lots 1 and 2 in Section 28, Township 3 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon.

SAVE AND EXCEPT the tract conveyed to Maude Marshall by deed recorded in Book 160, Page 709, Deed Records, Yamhill County, Oregon.

PARCEL IV

A part of Section 28, Township 3 South, Range 3 West of the Willamette Meridian in Yamhill County, Oregon, and further described as follows:

BEGINNING at a point which is the exact center of said Section 28; thence East, 940 feet to a point; thence North, 1320 feet to a point on the Northerly line of the property known as the Dean tract; thence West, 2645 feet to a point, being the Northwest corner of the said Dean tract; thence South along the Westerly line of the said Dean tract, 1827 feet to a point; thence East, 1705 feet to a point, thence North, 507 feet to the PLACE OF BEGINNING.

Account No.:	Code No.:	Tax Lot No.:
81958	29.4, 8.3 & 8.6	R3328-00500

EXHIBIT B

January 28, 2022

County of Yamhill

535 N.E. 5th Street

McMinnville, Oregon 97128

Re: System Development Charges (SDCs)

To Whom It May Concern:

This is to advise you that Chehalem Park and Recreation District System Development Charges will be increasing as of July 1, 2022. The increase will be as follows:

- Single Family -- \$8,432.00
- Multi Family -- \$7,426.00
- Mobile Home -- \$5,796.00
- Accessory Dwelling Unit -- \$3,160.00

If you have any questions concerning this matter, please contact me at (503) 537-4165.

Sincerely,

W. Don Clements,
Superintendent

Cc: Board of Directors

Parks Activity Report, March / April 2022

Sander Estate Park

Sander team, SEA and District met as a group to discuss cost analysis provided by SEA to determine Phases for the Sander Park development. We used the Cost Analysis to apply for the Sander Estate grant through the Local Government Grant program (\$750,000.00) for 15th St. improvements, new connections to existing infrastructure and placement of utilities on the property in anticipation of Park development. Now that Steven Dahl is the new City Manager we need to start discussions on the Masterplan conditions of approval for the Sander Estate Park and confirm with him what sort of funding and cost sharing we can negotiate with Dundee. Tourism through hotel tax and Urban renewal money could assist with street improvements in this area.

Crabtree park

We have been working with Page Knudsen, Yamhill County with a culvert repair on Knudsen lane at the entrance to the Park. We had submitted an ODFW fish passage exemption request with our consultant AKS Engineering. The Oregon Fish Passage Task Force (Task Force) met February 25th and did not discuss our exemption request. AKS will now propose to ODF&W that we replace the culvert and change the grade of the stream bed section of the culvert to as close to their recommendations as possible to improve fish habitat.

Aquatic and Fitness Center,

We still have HVAC issues and a preliminary time frame for alterations has been delayed to early May. Contractor is still awaiting components to arrive.

Cultural Center

Sean Andries, Rick Lee, Jennifer Marsicek and myself gathered to discuss the timeline for the future remodel of the Chehalem Cultural Center which entails the main entry staircase, Theater renovations and an open movement Studio. We held a pre-app meeting with the City where a lot of parking conditions were brought up as they had done during previous development and been allowed Variances from Development Code. Cultural Center also received an ARPA grant from the City of Newberg to provide additional funding for the performing Arts Wing (250,000.00). Yamhill ARPA grant request (\$250,000.00) with matching funds from the Murdoch foundation Grant decision was extended 2 weeks for review.

Development

GreenWorks has been Newberg Dundee Bypass Trail Bridge Project. We have been involved with ODOT, City of Newberg with discussions and preliminary tasks such as, surveying, archeological assessment, wetlands delineation, Geotechnical report. GreenWorks have determined the bridge placement and length (570'). Our project group had a pre-app meeting with the City of Newberg March 30 to determine permits and requirements for the City and others, ODOT, ODOT Rail, and County. We will be having a site meeting mid-March with all entities involved with the rail crossing - ODOT ROW, Rail, City, County, PGE, Mill property owners. City has provided \$25,000.00 for engineering services for this section of the project.

We continue to work with GreenWorks on the development of the 219 property. Don has updated our Park Masterplan (2010 last updated). We have Matt Hastie (Angelo Planning Group) to work along with John Bridges and the District to have the masterplan adopted by Yamhill County to have zoning changed for the Heritage Trails Campground site. We held a preliminary meeting with County Planning and are basing our submission to the County on their requirements. John Bridges and Matt Hastie have recommended that we propose a sectioned approach for submission to the County.

Kittleson & Associates will provide a Traffic Impact Study for the development of the campground it will include a due diligence investigation and scoping with Yamhill County (County) and Oregon Department of

Transportation (ODOT) staff. The TIS will also address the requirements of the Transportation Planning Rule (TPR) for the zone change and comprehensive plan amendment.

NV5 and CPRD held a pre-application meeting with the County and their response was unanticipated. Ken Friday said that we could submit the land use application but it would be denied and we would have to appeal the Counties Decision. According to Oregon's land use laws AF-10 zoning permits Parks and Open Space. Trails and trail facilities (such as pedestrian bridges) are a part of most parks and open spaces, so we're not sure why Ken said that they are not allowed. City of Newberg pre-app went well. The site plans and general land use application forms are nearing completion, but we can't finish those up until we receive the FEMA model and understand the flood/hydraulic conditions of the creek (delayed), since this can affect the layout/elevation/design of the bridge and the abutments. We will be submitting the land use and moving forward once this is complete.

Trails

The Heritage Trails Committee has been working with CPRD on the development of trails within the District to assess and offer assistance to the Chehalem Heritage Trails Masterplan, which seems to be an evolving plan based on opportunities. They have split into groups, planning, funding and maintenance. Currently we are working with Knudsen Vineyards (Dundee) for an easement that allows public access around their property and could possibly connect to the Abbey property in Dundee for access to existing trails. We are scheduling a field trip with the group sometime in May/June to visit the Bob & Crystal Rilee Park to show them a portion of what CPRD has been developing.

Parks & Golf

Working on Equipment maintenance, painting, cleaning amenities, building maintenance, and general maintenance of the parks & golf course. We have begun field preparation for lacrosse, soccer and other Spring activities. Brian, Mike, Russ and crew are working on an additional greenhouse to supply annual/perennial plants for our District on the Wilsonville Rd. property.

Parks Summary

Month of: March/April 2022

Park Name	Hours worked	March 17 - April 18
Armory	30.00	
Billick/Dundee	8.50	
CAFC	140.00	
Cultural Center	36.00	
Chehalem Valley M.S	9.00	
College	7.00	
Community Center	6.00	
Crabtree	16.00	
Crater Ballfields	32.00	
Dundee River Park	3.00	
Elliott Road	12.00	
Ewing Young	40.00	
Falcon Crest Park	6.00	
Fortune Park	4.00	
Friends Park	42.00	
Tom Gail Park	8.00	
Gladys Park	22.00	
Chehalem Glenn G.C.	386.00	
Herbert Hoover Park	12.00	
Jaquith Park	14.00	
Jaquith Ball Fields	32.00	
Memorial/Scout House	8.00	
Mountainview	0.00	
Oak Knoll Park	4.00	
Oaks Park	8.50	
Other District Land	3.00	
Pre-School	16.00	
Pride Gas	4.00	
Renne Fields	10.00	
Rilee Park	60.00	
Rotary Park	8.00	
Sander Park	10.00	
Schaad Park	9.00	
Scott Leavitt Park	4.00	
Senior Center	30.00	
Spring Meadow	6.00	
Waste Mngt	3.00	
vacation/holiday/sick/comp	86.00	
Wilsonville Property	44.00	
Youth Building	8.00	
<u>Total</u>	1187.00	

Activity Report – Department 451
March 2022

Aquatic & Fitness Center

- Facility remained open 7 days a week
- Mask mandate lifted March 12th
- Sauna's opened that very day for the public to use

Fitness Center

- Regular Spring drop-in schedule continues for the sports courts, weight room.
- We have had a few pickle ball groups drop-in to use the sports courts.

Aquatic Center

- March continued with our Spring schedule posted with only minor competition pool changes due to sporting events.

Facility Building maintenance

- February 3rd the gray robot broke and we are now down to just the small yellow robot for both pools. Gray robot still has not returned to us.
- Security monitors at the front desk went down March 11th. They were down about a week or so before they were fixed.
- Tentative dates were decided for when we are going to shut down each pool to drain it and do maintenance on it and the natatorium. August 7 – 21 for the comp pool and September 4 – 18 for the leisure pool.

Memberships

- An Activenet membership card scanner (electric eye) has been live since 11/9/2021. A dedicated Activenet membership monitor (computer screen) is much needed allowing us to see and hear if the patron's scanned card is current or expired. A dedicated membership monitor would allow us to immediately identify that card and patron match, it also would identify the members age for age restricted activities. A request for at least one additional monitor has been made to departments 450 and 413. This very important "tracking information" is not seen or heard (on the existing single receptionist monitor) when computer/monitor are they are engaged in other front desk related work. This is an ongoing issue that we really need resolved.

Program Development & Registration

- Spring Break swim lessons were full and went very well.
- Spring session 3 lessons started the week of March 28th. We have full classes and it looks to be successful.
- Hired Jason Hunter, GFU Assistant swim team coach who is helping us with private swim lessons.
- Spring Break Lifeguard class had four people enrolled. I turned it into a blended learning class so I could still run it since we need the staff. We are still working with three of the students to help

them improve their swimming. One student is being on boarded and brought onto our staff currently. The other three will be brought on once they have passed the 300 swim.

- The Babysitter's class ended in March with all five students successfully completing the course and becoming certified.
- Fencing class started up again on March 29th. The class has six students enrolled.
- Hired two new group fitness instructors and added new classes to the existing schedule. Classes seem to be picking up and well attended since the mask mandate went away.

Clubs/Teams

- Chehalem Swim Team's practices continued for the month of March.
- Club Polo continued their practices in March.

Aquatic & Fitness Center Staff

- Staff scheduling continues to be a weekly struggle due to lack of availability by our high school age staff members who are active in their school's athletic programs.

Rentals & Special Events

- Private Leisure Pool Parties
 - We had six weekend pool rentals in March, including several classroom rentals.
- Country Faith Christian Academy used our gymnasium for school PE during the month of March.
- Wings and Waves rented our leisure pool to train their lifeguards. This is a rental that has happened in the past when they need to do lifeguard training.
- ODP rented our comp pool for a polo training day on March 6th. It was a successful event.
- March 3rd gave a guided tour of the facility to GFU staff so they could see what a membership included. This was part of their employee benefits day on campus.

Management Projects

- Manager's monitored patron check-ins all month of March to make sure that expired memberships were being caught and taken care of. Other issues have been found with insurance memberships.
- Weekly staff in services halted in March due to lack of available time to schedule them. We will start them up again in April.
- The management team picked up guard shifts more this month due to a lack of subs for team members out with health or scheduling issues.
- Keeping Activenet, the website, social media and fliers' up- to-date continues to be an ongoing and challenging project.

Financial Reports

- Detailed March financial reports are attached.

Respectfully Submitted by,
Wendy Roberts, Aquatic Specialist
Chehalem Aquatic & Fitness Center

Activity Financial Report - March-2022		Department - Aquatics 451						
Facility Open		Mar '21	Mar '22	Yr to Date '20/21	Yr to Date '21/22	Year End 19/20	Year End 20/21	Est June 21/22
EXPENDITURES								
Aquatics - 451:								
Personnel Services								
Aquatic Supervisor		\$1,533.44	\$1,669.79	\$13,486.75	\$14,619.91	\$18,161.41	\$18,087.06	\$20,363.00
Admin Coordinator 451.110032						\$503.70		
Secretary I						\$27,906.97		
Secretary II								
Aquatic Coordinator		\$3,761.48	\$4,068.58	\$36,603.24	\$35,348.58	\$21,614.91		
Aquatics Specialist		\$3,090.66	\$3,347.24	\$30,062.94	\$29,069.68	\$44,146.56	\$47,887.68	\$47,632.00
Guards		\$8,063.78	\$10,270.69	\$70,309.87	\$126,165.30	\$35,985.33	\$38,978.32	\$39,188.00
Cashiers						\$146,903.66	\$96,234.31	\$189,202.00
Instructors		\$197.51	\$3,923.31	\$12,817.93	\$43,457.06	\$62,866.10		
Coaches						\$45,056.24	\$22,257.76	\$75,978.00
Group Fitness Instructors		\$151.72	\$1,122.90	\$5,850.26	\$7,582.72	\$725.34		\$1,540.00
Personal Trainer		\$19.13	\$182.98	\$929.17	\$2,715.91	\$10,725.12	\$8,135.43	\$13,684.00
FC Monitor		\$853.40	\$1,738.89	\$25,332.29	\$11,275.66	\$866.75	\$1,541.17	\$4,375.00
Lead Guard			\$457.80	\$3,557.75	\$5,338.50	\$5,211.29	\$29,656.44	\$18,952.00
Total Personnel Services		\$17,671.12	\$26,782.18	\$198,950.20	\$275,573.32	\$420,673.38	\$4,835.35	\$31,595.00
							\$267,613.52	\$442,509.00
Materials & Services:								
Office Supplies		\$2,273.33	\$95.49	\$3,717.67	\$2,604.17	\$4,524.37	\$4,220.66	\$5,510.00
Postage Supplies		\$4.95	\$18.29	\$89.10	\$181.65	\$273.40	\$131.97	\$450.00
Program Supplies		\$143.00	\$1,132.89	\$10,850.58	\$14,379.80	\$12,627.25	\$16,357.60	\$15,520.00
Small Tools				\$75.86			\$75.86	
Chemical & Agricultural Supplies		\$3,891.33	\$4,896.51	\$20,659.47	\$29,991.54	\$26,447.01	\$33,708.33	\$29,900.00
Store Supplies				\$1,306.70	\$3,670.79	\$3,099.92	\$2,403.54	\$7,500.00
Gas & Oil Supplies								
Classifieds								
Brochure						\$57.25		\$625.00
Flyers		\$112.10	\$56.05	\$487.13	\$830.85	\$1,318.30	\$676.61	\$1,450.00
Professional Dues		\$586.65	\$369.39	\$3,645.83	\$2,937.02	\$3,487.28	\$4,163.75	\$4,850.00
Conference/Workshops		\$300.00		\$179.04	\$328.00	\$902.50	\$179.04	\$4,980.00
Staff Mileage				\$10.26		\$270.28	\$82.61	\$1,450.00
Staff Expenses		\$21.14	\$28.98	\$1,388.81	\$192.85	\$673.69	\$1,396.79	\$350.00
Utilities:								\$1,000.00
Electricity		\$14,568.84	\$12,993.32	\$163,025.06	\$132,691.90	\$232,937.77	\$224,768.44	\$274,500.00
Natural Gas		\$5,783.37	\$6,939.68	\$24,547.68	\$48,010.20	\$12,494.45	\$47,457.38	\$24,650.00
Water/Sewer		\$2,206.27	\$926.87	\$30,536.92	\$7,161.76	\$48,717.38	\$46,854.56	\$53,042.00
Telephone		\$428.07	\$646.43	\$2,789.59	\$6,056.71	\$4,089.38	\$4,376.92	\$4,200.00
Fees (activenet/bank/cc)		\$2,135.81	\$6,530.96	\$18,161.99	\$49,791.30	\$50,894.60	\$31,981.15	\$62,625.00
Internet & Communication		\$1,315.21	\$225.00	\$1,350.21	\$642.21	\$393.94	\$1,384.20	\$1,067.00
Data Storage & Backup								\$45.00
Video & Online Photography		\$19.08	\$38.16	\$171.72	\$171.72	\$133.57	\$267.12	\$210.00
Online Advertising					\$32.92	\$82.91		\$262.00
Ground Maint/Repairs								
Program Contracts 451.380.003			\$126.99	\$652.03	\$6,358.36	\$13,531.53	\$403.45	\$22,000.00
Insurance Services		\$37,294.56		\$37,674.92	\$42,225.66	\$37,819.66	\$37,674.92	\$39,175.00
Refunds				\$1,089.00	\$69.75	\$6,200.76	\$1,089.00	\$450.00
Total Materials & Services		\$70,483.71	\$35,025.01	\$322,409.57	\$348,329.16	\$460,977.20	\$459,653.90	\$555,811.00
TOTAL AQUATIC EXPENDITURES		\$88,154.83	\$61,807.19	\$521,359.77	\$623,902.48	\$881,650.58	\$727,267.42	\$998,320.00

Activity Financial Report March 2022				Department - Aquatics 451			
Facility Open							
REVENUE	Mar '21	Mar '22	Yr to Date '20/21	Yr to Date '21/22	Year End 19/20	Year End 20/21	Est June 21/22
Aquatics - 451:							
451.003 Youth Fitness							
451.004 Gray & Golden							
451.006 Group Fitness (Studio)	\$98.50	\$272.00	\$112.00	\$212.00	\$1,379.00	\$328.00	\$1,655.00
451.007/291 Water Exercise	\$126.00	\$184.00	\$272.00	\$187.50	\$430.00	\$302.00	\$970.00
451.008 Weight Training				\$882.00	\$3,624.00	\$1,186.00	\$3,960.00
451.011 Private Swim Lessons	\$17.00	\$2,127.00	\$215.00	\$2,386.00	\$22,848.50	\$4,106.00	\$12,385.00
451.012 Optum Fitness Advantage*	\$420.00	\$1,444.00	\$5,403.80	\$32,920.00	\$35,393.00	\$10,206.30	\$48,750.00
451.013 Water Safety	\$675.00	\$100.00	\$4,316.00	\$9,892.00	\$15,892.00	\$4,316.00	\$16,975.00
451.014 SilverSneakers - Tivity*		\$223.00	\$3,285.00	\$2,040.00	\$5,375.35	\$7,489.65	\$6,225.00
451.015 Silver&Fit - ASH*	\$3,711.00	\$5,217.00	\$1,512.28	\$2,476.50	\$4,291.00	\$2,070.28	\$4,250.00
451.016 Water Polo	\$1,469.50		\$18,052.50	\$29,973.00	\$59,067.02	\$26,428.12	\$62,750.00
451.017 GFU			\$4,740.00	\$7,017.50	\$16,357.20	\$5,290.00	\$18,650.00
451.018 Newberg High School			\$14,608.00	\$42,763.50	\$39,072.25	\$18,935.00	\$35,600.00
451.019 School Districts		\$1,470.00		\$1,470.00	\$812.00	\$1,784.17	
451.020 Locker Income							
451.021 Locker Rental							
451.023 Pool Rental		\$3,652.50	\$51,009.49	\$26,387.25	\$19,431.00	\$55,774.74	\$16,875.00
451.024 Classroom Rental		\$2,053.75	\$150.00	\$7,087.50	\$7,501.01	\$150.00	\$8,995.00
451.025 Sauna/Spa		\$207.00		\$394.00	\$4,757.10		\$5,490.00
451.026 Special Events					\$100.00		
451.027 Repasses							
451.061 Vending				\$428.25		\$339.55	
451.200 Aquatics Misc					\$25.00	\$480.00	
451.280 Sales	\$261.00	\$595.00	\$1,492.49	\$5,088.19	\$6,024.49	\$2,475.49	\$6,500.00
451.281 CST/CVA		\$25,047.75	\$20,132.25	\$25,047.75	\$10,855.95	\$26,678.21	\$19,500.00
451.282 Swim Lessons	\$2,744.50	\$12,903.00	\$23,879.50	\$117,546.50	\$102,088.91	\$56,283.50	\$134,325.00
451.283 Lap Swim	\$728.00	\$728.50	\$21,458.50	\$8,982.00	\$15,525.25	\$24,526.00	\$14,775.00
451.284 Public Swim	\$1,794.00	\$9,594.50	\$20,024.50	\$68,523.00	\$85,411.00	\$33,598.50	\$128,875.00
451.285 Equipment Rental							
451.286 Membership Sales	\$9,059.50	\$39,155.20	\$79,258.40	\$271,475.34	\$284,774.00	\$137,726.88	\$308,450.00
451.287 Weight Room	\$994.00	\$1,983.50	\$6,030.59	\$14,884.50	\$14,545.50	\$9,818.09	\$18,320.00
451.289 Punch Cards - General	\$581.00	\$3,536.50	\$12,240.00	\$28,908.00	\$32,136.51	\$23,338.50	\$38,125.00
451.290 Gift Certificates							
451.292 Preschool Swim Lessons							
451.294 SUP Yoga					\$13,512.20		\$1,020.00
451.296 Patio Rental	\$1,165.00		\$1,165.00	\$357.50	\$3,999.75		\$4,750.00
451.297 Facility Rental			\$1,518.50	\$150.00			
451.293/425 Basketball Court	\$96.50	\$1,431.00	\$26.00	\$11,922.00	\$11,663.75	\$1,694.00	\$12,150.00
451.285/426 Pickleball Court		\$24.00		\$160.50	\$1,429.05	\$26.00	\$1,540.00
451.021/427 Volleyball Court					\$403.00		\$350.00
451.428 SkyTrack					\$6.50		\$50.00
451.429 Fencing		\$250.00	\$120.00	\$2,428.00	\$890.30	\$240.00	\$1,440.00
451.666 CC Fees					\$555.31		
TOTAL AQUATIC REVENUE	\$23,940.50	\$112,526.20	\$293,850.30	\$729,173.78	\$819,066.28	\$455,590.98	\$933,700.00



Adult Sports

April 2022 Activity Report, Department 452

Department 452 Participation Tracking		March 2022	
Activity	Participants	Participant Hours	
Total	00	00	
Department 452 Financial Tracking		March 2022	
Supervisory Staff Expense	487.44		
Administrative Staff Expense	300.00		
Part Time Staff Expense	00		
Material Expense	2464.00		
Total Expense	3251.44		
Program Revenue	7121.78		
Net	3870.34		
Cost Per Participant	00		
Cost Per Participant Hour	00		

Registration has closed for the Adult City League basketball program. The season is set to begin on April 4 at Mountain View Middle school. Registration has closed for the 2022 Camellia Run with the event date of April 9.



Youth Sports

April 2022 Activity Report, Department 453

Department 453 Participation Tracking	March 2022	
Activity	Participants	Participant Hours
Lacrosse	60	1200
Track Club	90	200
Totals	150	1400

Department 453 Financial Tracking	March 2022	
Supervisory Staff Expense	6200.00	
Administrative Staff Expense	2731.66	
Part Time Staff Expense	58.82	
Program/Materials Expense	4103.11	
Total Expense	13093.59	
Program Revenue	20657.35	
Net	7563.76	
Cost Per Participant	50.42	
Cost Per Participant Hour	5.40	

Department 453 – Youth Sports

The Youth Lacrosse and Track programs began practicing in March. The Lacrosse teams will start games on April 2. The track & field club will run its first meet on May 6.

Spring soccer registration closed on March 25. There are 520 players enrolled this spring. Practice for all teams' starts on April 4.

March 2022 Board Reports.

Departments

454 Recreation

455 Care

456 Senior Center

457 Community School

474 Preschool

454- Recreation	
Supervisory Staff Expense	\$695.75
Recreation Coordinator	\$2,135.56
Part Time Staff Expense	\$1,831.42
Fringe	\$466.89
program Expense	\$3,770.89
Total Expense	\$8,900.51
Revenue	\$10,553.25
455-Care	
Total Staff Expense	\$27,769.76
Total Materials expense	\$4,457.78
Total Expense	\$32,227.54
Revenue	\$49,519.21
456-Senior Center	
Recreation Coordinator	\$347.87
Senior Center Specialist	\$3,086.29
Fringe	\$2,359.51
Program & Utilities Expense	\$3,463.19
Total Expense	\$9,256.86
Program Revenue	\$5,325
457-Community School	
Supervisory Staff Expense	\$904.47
Fringe	\$96.01
program Expense	\$388.47
Total Expense	\$1,388.95
Program Revenue	\$0
474- Bonnie Benedict Preschool	
Total Staff Expense	\$3,813.76
Materials Expense	\$766.80
Total Expense	\$4,580.56
Program Revenue	\$1,519.66

CPRD Care has been approved for the State of Oregon's Child Care Stabilization Grant.

In March, CPRD received its second child care stabilization grant payment of \$28,155. In addition to the \$56,310 already received, CPRD will receive another \$20,275 before the end of the school year.

These grant funds are intended to increase staff compensation, used as financial aid for childcare participants, and to purchase equipment as needed.

These funds are not listed in department 455's revenue analysis. They are listed in Account number line item 480022. In total we have been awarded 88,253.81 in child care grant funds this fiscal year. With another \$20,000 approved.

CPRD Before and After School Care

CPRD renewed its contact with Northwest Senior and Disability Services for the 2022-2023 fiscal year. Over that 12 month span, CPRD will be compensated \$37,080 to house and operate our local meals on wheels program at the Senior Center.

Easter Egg Hunts in Newberg and Dundee

In March 2020, the camellia festival and our community Easter Egg Hunts were among the first community events that we had to cancel. Planning and running our Easter Egg Hunts felt like a significant step towards normalcy. Tualatin Valley Fire and Rescue filled Jaquith with 7,000 Easter Eggs. The Dundee Fire Department placed another 5,000 at Billick Park. Each location picked clean in only minutes.

We had great weather and strong community attendance at both locations.

Respectfully submitted by Matt Compton

March

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	22 v 21	% Diff
Dry Days	14	6	8	18	11	17	9	5	19	18	18	17	16		
Starts by															
Resident	655	374	351	554	366	454	416	305	481	540	746	234	605	371	158.5%
Non	1001	677	686	1598	504	884	580	426	826	680	517	816	612	-204	-25.0%
Group	46	0	0	0	0	60	140	0	19	18	0	0	140	140	0.0%
League	32	40	16	41	34	51	20	15	16	6	11	0	0	0	0.0%
Complim	383	447	456	444	328	301	468	441	329	313	339	523	543	20	3.8%
Misc/Pro	584	736	228	246	753	922	695	474	517	1121	1122	1692	883	-809	-47.8%
Total	2701	2274	1737	2883	1985	2672	2319	1661	2188	2678	2735	3265	2783	-482	-14.8%
Revenue															
Green	63298	59541	52379	74374	54989	52887	33543	29062	47348	47012	36608	\$ 49,789	\$ 43,380	\$ (6,409)	-12.9%
Driving	6592	6464	6147	11304	8000	8723	6962	4702	8001	8543	5225	\$ 10,485	\$ 10,505	\$ 20	0.2%
Rentals	14448	10549	8860	17881	12577	13343	13811	8270	13963	13646	9448	\$ 15,721	\$ 15,418	\$ (303)	-1.9%
Golf	6047	4389	3773	6983	3818	4254	3791	3013	4741	5644	4405	\$ 7,098	\$ 5,216	\$ (1,882)	-26.5%
Snack	11542	7306	5477	9906	6799	11902	7850	3788	8130	10308	8163	\$ 8,536	\$ 9,375	\$ 839	9.8%
nstructio	1769.5	0	0	325	600	55	205	75	105	105	315	\$ 565	\$ 360	\$ (205)	-36.3%
Miscellan	8744.5	16647	4861	-591	-3962	595	1484	18323	2641	2502	1283	\$ 2,818	\$ 5,132	\$ 2,314	82.1%
Total	112441	104896	81497	120182	82821	91759	67646	67233	84929	87760	65447	\$ 95,012	\$ 89,386	\$ (5,626)	-5.9%
per															
Green	\$ 23.44	\$ 26.18	\$ 30.15	\$ 25.80	\$ 27.70	\$ 19.79	\$ 14.46	\$ 17.50	\$ 21.64	\$ 17.55	\$ 13.39	\$ 15.25	\$ 15.59	\$ 0.34	2.2%
Driving	\$ 2.44	\$ 2.84	\$ 3.54	\$ 3.92	\$ 4.03	\$ 3.26	\$ 3.00	\$ 2.83	\$ 3.66	\$ 3.19	\$ 1.91	\$ 3.21	\$ 3.77	\$ 0.56	17.5%
Rentals \$	\$ 5.35	\$ 4.64	\$ 5.10	\$ 6.20	\$ 6.34	\$ 4.99	\$ 5.96	\$ 4.98	\$ 6.38	\$ 5.10	\$ 3.45	\$ 4.82	\$ 5.54	\$ 0.73	15.1%
Golf	\$ 31.22	\$ 33.66	\$ 38.79	\$ 35.92	\$ 38.07	\$ 28.05	\$ 23.42	\$ 25.31	\$ 31.68	\$ 25.84	\$ 18.75	\$ 23.28	\$ 24.90	\$ 1.63	7.0%
Golf	\$ 2.24	\$ 1.93	\$ 2.17	\$ 2.42	\$ 1.92	\$ 1.59	\$ 1.63	\$ 1.81	\$ 2.17	\$ 2.11	\$ 1.61	\$ 2.17	\$ 1.87	\$ (0.30)	-13.8%
Snack	\$ 4.27	\$ 3.21	\$ 3.15	\$ 3.44	\$ 3.43	\$ 4.45	\$ 3.39	\$ 2.28	\$ 3.72	\$ 3.85	\$ 2.98	\$ 2.61	\$ 3.37	\$ 0.75	28.9%
Concessi	\$ 6.51	\$ 5.14	\$ 5.33	\$ 5.86	\$ 5.35	\$ 6.05	\$ 5.02	\$ 4.09	\$ 5.88	\$ 5.96	\$ 4.60	\$ 4.79	\$ 5.24	\$ 0.45	9.5%
Total	\$ 41.63	\$ 46.13	\$ 46.92	\$ 41.69	\$ 41.72	\$ 34.34	\$ 29.17	\$ 40.48	\$ 38.82	\$ 32.77	\$ 23.93	\$ 28.06	\$ 30.15	\$ 2.08	7.4%

Overall, the weather wasn't that good, but luckily it was nice most weekends in March. That helped revenue stay pretty much in line. \$/round were up over 2021. Numbers in March of 2022 and 2021 are skewed due to switching the annual pass start date to May 1 from the usual April 1 date.

YTD through March

	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY22 v FY21	% Diff
Starts by Category														
Resident	4425	3443	3881	4362	3677	4708	4529	5449	5670	6839	5697	6677	980	17.2%
Non Resident	14556	10382	13126	10814	9680	9979	8346	9125	5583	5308	6754	7036	282	4.2%
Group	2637	3027	2331	1656	2029	1791	1748	1049	1535	1273	342	1593	1251	365.8%
League	611	418	426	403	413	402	305	305	104	86	0	0	0	0.0%
Complimentry	1909	1998	2004	2057	1709	1997	1499	1535	1441	1565	5411	4368	-1043	-19.3%
Misc/Promotional	4313	6450	3816	3014	7171	5936	4565	5154	9538	8766	13652	8919	-4733	-34.7%
Total Starts	29450	25718	25584	22306	24689	24813	20992	23374	24494	24481	31856	28593	-3263	-10.2%
Revenue														
Green Fees	\$ 612,347.00	\$ 568,222.00	\$ 574,883.00	\$ 464,776.00	\$ 525,093.00	\$ 500,569.73	\$ 459,560.00	\$ 478,125.00	\$ 506,220.00	\$ 473,952.00	\$ 592,768.00	\$ 551,673.00	\$ (41,095.00)	-6.9%
Driving Range	\$ 59,273.00	\$ 49,447.00	\$ 55,458.00	\$ 45,734.00	\$ 44,730.00	\$ 45,686.00	\$ 38,281.00	\$ 43,685.00	\$ 51,267.00	\$ 44,229.00	\$ 77,348.00	\$ 73,973.00	\$ (3,375.00)	-4.4%
Rentals	\$ 191,748.00	\$ 182,646.00	\$ 165,755.00	\$ 133,485.00	\$ 138,482.00	\$ 158,929.03	\$ 144,022.41	\$ 153,479.00	\$ 130,143.00	\$ 117,241.00	\$ 207,249.00	\$ 207,262.00	\$ 13.00	0.0%
Golf Shop	\$ 61,217.00	\$ 56,683.00	\$ 61,112.00	\$ 51,562.00	\$ 57,359.00	\$ 42,364.82	\$ 37,405.00	\$ 44,435.00	\$ 53,257.00	\$ 49,903.00	\$ 69,401.00	\$ 61,402.00	\$ (7,999.00)	-11.5%
Snack Bar	\$ 140,971.00	\$ 142,491.00	\$ 134,329.00	\$ 88,797.00	\$ 100,799.00	\$ 115,050.60	\$ 92,449.00	\$ 104,523.00	\$ 109,922.00	\$ 102,636.00	\$ 107,220.00	\$ 116,091.00	\$ 8,671.00	8.3%
Instruction	\$ 13,085.00	\$ 11,672.00	\$ 13,409.00	\$ 12,923.00	\$ 3,778.00	\$ 2,119.00	\$ 1,310.00	\$ 3,870.00	\$ 6,488.00	\$ 4,114.00	\$ 10,065.00	\$ 13,793.00	\$ 3,728.00	37.0%
Miscellaneous	\$ 45,761.00	\$ 39,538.00	\$ 35,509.00	\$ (3,324.00)	\$ 10,816.00	\$ (10,595.94)	\$ 10,532.59	\$ 15,126.00	\$ 14,296.00	\$ 13,304.00	\$ 100,747.00	\$ 100,680.00	\$ (67.00)	-0.1%
Total Revenue	\$ 1,124,382.00	\$ 1,030,599.00	\$ 1,020,455.00	\$ 793,953.00	\$ 881,027.00	\$ 854,123.24	\$ 783,560.00	\$ 843,343.00	\$ 871,593.00	\$ 805,379.00	\$ 1,164,798.00	\$ 1,124,874.00	\$ (39,924.00)	-3.4%
\$ per Start														
Green Fees \$ per Start	\$ 21.52	\$ 22.09	\$ 22.47	\$ 20.84	\$ 21.27	\$ 20.17	\$ 21.89	\$ 20.46	\$ 20.67	\$ 19.36	\$ 18.61	\$ 19.29	\$ 0.69	3.7%
Driving Range \$ per Start	\$ 2.08	\$ 1.92	\$ 2.17	\$ 2.05	\$ 1.81	\$ 1.84	\$ 1.82	\$ 1.87	\$ 2.09	\$ 1.81	\$ 2.43	\$ 2.59	\$ 0.16	6.6%
Rentals \$ per Start	\$ 6.74	\$ 6.32	\$ 6.48	\$ 5.98	\$ 5.61	\$ 6.41	\$ 6.86	\$ 6.57	\$ 5.31	\$ 4.79	\$ 6.51	\$ 7.25	\$ 0.74	11.4%
Golf Revenue \$ per Start	\$ 30.35	\$ 30.34	\$ 31.12	\$ 28.87	\$ 28.69	\$ 28.42	\$ 30.58	\$ 28.89	\$ 28.07	\$ 25.96	\$ 27.54	\$ 29.13	\$ 1.59	5.8%
Golf Shop	\$ 2.15	\$ 2.20	\$ 2.39	\$ 2.31	\$ 2.32	\$ 1.71	\$ 1.78	\$ 1.90	\$ 2.17	\$ 2.04	\$ 2.18	\$ 2.15	\$ (0.03)	-1.4%
Snack Bar	\$ 4.96	\$ 5.54	\$ 4.47	\$ 3.98	\$ 4.08	\$ 4.64	\$ 4.40	\$ 4.47	\$ 4.49	\$ 4.19	\$ 3.37	\$ 4.06	\$ 0.69	20.6%
Concession Revenue	\$ 7.11	\$ 7.74	\$ 6.86	\$ 6.29	\$ 6.41	\$ 6.34	\$ 6.19	\$ 6.37	\$ 6.66	\$ 6.23	\$ 5.54	\$ 6.21	\$ 0.66	12.0%
Total Revenue \$ per Start	\$ 39.52	\$ 40.08	\$ 39.89	\$ 35.59	\$ 35.59	\$ 34.42	\$ 37.33	\$ 36.08	\$ 35.58	\$ 32.90	\$ 33.09	\$ 35.34	\$ 2.25	6.8%

Numbers slightly down from last FY, looks mostly due to poor weather in December and January where revenues were down significantly. The trend continues though, when the weather is good, the course and range are packed!

Subject: Fwd: Fw: Photo of info tournament in may
Date: Tuesday, April 19, 2022 at 5:18:17 PM Pacific Daylight Time
From: Lisa Rogers
To: Don Clements, Kat Ricker
CC: Rick Rogers, dlpaulcsz@gmail.com
Attachments: OutlookEmoji-1549416671360_PastedImage3bba0aad-b6ad-4ae3-ad90-af8b3032ab83.png, OutlookEmoji-1549416671360_PastedImage79ef600-1915-45a9-86b9-2e0b0048adec.png

Hi Don and Kat,

I'm not sure if you are familiar with Donna Paul. She has promoted Scrabble at the schools here in Newberg for the last 19 years. It was a very well attended group with a ton of kids competing annually at the national level. She is looking to memorialize Scrabble in Newberg and reached out to Rick to see if a street could be named for School Scrabble. However the process for street naming is a little complicated. She then suggested that perhaps a bench could be placed in one of our parks dedicated to School Scrabble. Is this something CPRD could support?

I have copied both Donna and Rick on this email in case either of you have questions for them.

Thank you,



LISA ROGERS

DEPUTY DIRECTOR, SHE, HER, HERS

20508 SW Roy Rogers Rd. Suite 155, Sherwood, OR 97140

P: [503-687-3306](tel:503-687-3306) F: [503-537-0558](tel:503-537-0558)

lrogers@casaoforegon.org | CASAOFOREGON.ORG



Please note: Our offices are closed on Fridays

Due to the rapid proliferation of COVID-19, CASA of Oregon is taking steps to limit exposure to its staff, clients, partners, and the general public. Until further notice, our offices will be closed and staff will be working from home. A list of staff phone numbers and emails can be found on our [website](#). Staff will be regularly checking their messages. Stay safe!

----- Forwarded message -----

From: Rick Rogers <Rick.Rogers@newbergoregon.gov>

Date: Tue, Apr 19, 2022 at 5:04 PM

Subject: Fw: Photo of info tournament in may

To: Lisa Rogers <lrogers@casaoforegon.org>

Greetings.

Do you remember Donna Paul - the Scrabble lady?

59

She is wondering if there is a way to acknowledge Scrabble maybe with a CPRD park bench? It would probably be nice to recognize her as well.

Thoughts?

Love you.

Rick Rogers

Mayor

Direct (503) 537-1276 City Hall (503) 537-1240 Fax (503) 537-1013

Rick.Rogers@newbergoregon.gov



414 E. First Street • P.O. Box 970

Newberg, Oregon 97132

Note: The contents of this email are considered public record and can be requested by the press and public.

From: Donna Paul <dlpaulcsz@gmail.com>

Sent: Thursday, April 14, 2022 2:21 PM

To: Rick Rogers

Subject: Re: Photo of info tournament in may

This email originated from outside the City of Newberg's organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi. Ricky. So what about a park Bench. ..thru CPRD ? Anyway thanks for the effort.
Maybe someday since there is not one in America!,,,!
Thank you Sincerely
Donna

On Wed, Apr 13, 2022 at 7:00 PM Rick Rogers <Rick.Rogers@newbergoregon.gov> wrote:

Donna:

Greetings. I checked with the proverbial powers that be at the city and naming a street is a more complex process than I would have guessed.

Do you think some type of recognition could come from the school district?

I'm happy to reach out if you think it might help.

Many thanks. Be well. It was great to see you the other day.

Rick

Rick Rogers

Mayor

Direct [\(503\) 537-1276](tel:5035371276) City Hall [\(503\) 537-1240](tel:5035371240) Fax [\(503\) 537-1013](tel:5035371013)

Rick.Rogers@newbergoregon.gov



414 E. First Street · P.O. Box 970

Newberg, Oregon 97132

Note: The contents of this email are considered public record and can be requested by the press and public.

From: Donna Paul <dlpaulcsz@gmail.com>

Sent: Friday, April 8, 2022 6:29:13 PM

To: Rick Rogers

Subject: Photo of info tournament in may

This email originated from outside the City of Newberg's organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mr. Mayor

Donna Here. I did some research and there are a few roads with the name scrabble. But no school scrabble.

And I checked

Avenue

Place

Court

Street

Blvd

Road

Lane

And could not find any reference to a street named

School Scrabble. Lane

So that is good news.

FYI. I did my first school scrabble tournament here in Newberg at the public Library

In April 1995

There was a tournament every year up to 2014

The first Nationwide event was in 2003 and I went to all of them and we had kids from Newberg in all of them up to 2014

So 19 years.

Attached is a photo about this years

Thank you again for your help

Donna I paul. dlpaulcsz@gmail.com



CHEHALEM VALLEY VAUDEVILLE

BLACK BOX THEATER

CHEHALEM CULTURAL CENTER

DOORS OPEN 6:30

SHOWTIME 7 P.M.

TICKETS (LIMITED SEATING)

\$15 ADULTS

\$10 CHILDREN 10 & UNDER

AVAILABLE AT CVCC

VISITOR CENTER

112 N. GARFIELD ST., NEWBERG

OR PAY AT THE DOOR

BEER & WINE FOR SALE

PROCEEDS BENEFIT CCC

The Quality is Oregon Wine Country
CHEHALEM

Valley
CHUCKER VON KESCH



CHEHALEM
CULTURAL CENTER



- MUSIC •
- JUGGLING •
- MAGIC •
- COMEDY •

A SHOW
FOR ALL
AGES!

JUNE 10TH JUNE 11TH

CHEHALEM VALLEY VAUDEVILLE



SHOW DATES }

FRIDAY, JUNE 10TH

SATURDAY, JUNE 11TH

{ CALLING FOR ACTS }

MAGIC

IMPROV

MUSIC

JUGGLING

ALL AGES WELCOME

ACTS ARE TO BE FIVE MINUTES MAXIMUM,
WITH MINIMAL TECHNICAL NEEDS

AUDITIONS }

5:30 P.M. • MONDAY, MAY 2ND

BLACK BOX THEATER
CHEHALEM CULTURAL CENTER

CONTACT: Scott Parker at scott@chehalemvalley.org



To Whom It May Concern,

Parks are an integral part of a city and community. It is a place where people can go and interact with one another. Where dogs and people can play together. Where friendships are formed, and citizens come together and create a community.

That is why I support the Chehalem Parks and Recreation application for the large parks grant from Oregon State Parks. Chehalem Parks and Recreation has worked with the citizens of Dundee to develop a plan for the donated land referred to as Sander Estates. The plan includes an all-abilities playground and a splash pad that is defiantly needed in this community. Along with added walking paths that will connect to the already established paths at Dundee-Billick Park. This will create the opportunity for more active and healthy community.

In conclusion, I support the Chehalem Parks and Recreation District application for a large community parks grant.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Dahl", written over a horizontal line.

Steve Dahl
City Administrator
Dundee, Oregon

Chehalem Park & Recreation District
125 S. Elliott Road, Newberg, OR 97132
RE: Sander Estate Property Park

March 28, 2022

To whom it may concern,

As a member of the Dundee Parks Committee, the Chehalem Heritage Trails Advisory Committee, and a resident in the neighboring area, I am writing this letter in support of the development of the Sander Estate Property Park. This park and the walking trails within the property will be a great addition to Dundee. The planned features will complement the Dundee Billick Park which is located across the road without being duplication. Community input was taken into account when planning what would be included on this property and I believe the plan includes the most popular features that community members were interested in.

From a water feature to structured gardens, community gathering spaces to walking trails, there will be a sprinkling throughout the property of education about the history and agriculture in the area. The walking trails being developed in this park will easily connect to other trails in town and with signage will offer an urban and green space trail system, much of which will be accessible by people of multiple modalities. Families in the area as well as visiting tourists will be able to benefit from this space and park features. I very much look forward to the development of this park in our town!

Sincerely,



Jill Bilka
740 SW Graystone Place, Dundee, OR 97115
Phone: (503) 997-9841
Email: jill@bilkaconsulting.com | Website: www.BilkaConsulting.com

Chehalem Heritage Trails Advisory Group, Chairperson
Dundee Parks Committee, Member
Hike it Baby & Family Trail Guide Contributor
Dundee Resident

To: Chehalem Park and Recreation District
From: Casey Kulla, Yamhill County Commissioner
Date: Wed March 30, 2022
Re: Sander Estate Park development grant

The Sander Estate Park project of Chehalem Park and Recreation District has my excited support. The project promises to bring much-needed park facilities to Dundee, an under-served area of the CPRD portfolio and of Yamhill County in general.

CPRD has a track record of success in visioning and then successfully developing new park infrastructure, from pool complexes to equestrian facilities to a coming-soon trail from commercial Newberg to the Willamette River, connecting people to nature. And we've seen during the pandemic exactly how important and popular outdoor spaces are for people.

But, it is not only people who benefit. When we have people out on the land, the land thrives as we take care of it, as we see it, as we appreciate it. CPRD is connecting people with nature even as it builds community and personal health.

I urge you to support their work as they develop Sander Estate. Thank you for your time!

Casey Kulla
Yamhill County Commissioner, farmer, ecologist
kullac@co.yamhill.or.us
971-241-6585

March 28, 2022

Chehalem Park & Recreation District
125 S. Elliott Road
Newberg, OR 97132

RE: Sander Estate Property Park

To Whom it May Concern,

I am writing this letter in support of the development of the Sander Estate Property Park. As a Dundee City Councilor, the chair of the Dundee Parks Advisory Committee and a longtime resident of the area, I know that this park will be an important component of our park and trail system. The community has been very engaged in the process and is excited for the park and its planned features to be developed. The walking trails on the property will be a great asset to the residents and help link the residential communities with the downtown business district. The water feature, play areas, and historic structures will be a gathering place for families and community.

During the planning process for the Sander Estate Park, the community was surveyed extensively and many public meetings were held to obtain public input. The Dundee Parks Advisory Committee recommended that the features to be developed at Sander Estate Park would be unique to the site and would not duplicate features of other parks in the area. The desires of the community have been prioritized throughout the planning process and when developed the park will be a great community asset.

From an iconic water play feature, to structured gardens, to community gathering spaces, to the many trails within the park, there will be interest and activities for all groups and ages. The walking trails will easily connect to other trails in town as part of an urban and green space trail system, much of which will be accessible by people of multiple modalities. Families in the area as well as visiting tourists will be able to benefit from this space and park features. The CPRD plan for the park is thoughtful, thorough, and well envisioned, and I support the development of this park.

Sincerely,

Jeannette Adlong

Dundee City Councilor
Dundee Parks Advisory Committee, Chair

142 SW Red Hills Dr. Dundee, OR 97115
Phone: 503 998-3431
Jeannette.adlong@dundeecity.org



414 E. First Street · P.O. Box 970 · Newberg, OR 97132

Chehalem Park & Recreation District
125 S. Elliott Road, Newberg, OR 97132
RE: Sander Estate Property Park

March 28, 2022

To whom it may concern,

I am writing this letter in support of the development of the Sander Estate Property Park.

This park and the walking trails within the property will be a great addition to Dundee specifically, and the Chehalem Park & Recreation District trail system as a whole.

Someday in the not-too-distant future we hope this trail system will connect Dundee to Newberg and beyond. A Willamette River multimodal trail will be a great enhancement to visitors and residents of both Dundee and Newberg.

The Sander Estate Property Park will be another step to this fantastic addition to our communities.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Rogers".

Rick Rogers
Mayor

City Mayor's Office: email: rick.rogers@newbergoregon.gov
"Working Together For A Better Community-Serious About Service"



503-537-2909
fax 503-538-9669
125 South Elliott Road
Newberg, OR 97132
cprdnewberg.org

April 22, 2022

To Whom It May Concern,

Chehalem Park & Recreation District supports the proposed addition of a restroom in the City of Dundee's new Tipsu Palach Park (translation: "plant gift" in indigenous *chinuk wawa* language). CPRD owns and operates parks and recreational facilities in both Dundee and Newberg and regularly partners with the City of Dundee toward providing greenspaces for local residents and visitors to enjoy.

We support the construction of a new public restroom in Tipsu Palach Park on the south side of Dundee as part of a developing network of trails and greenspaces that join Newberg and Dundee. CPRD sees this community as having both need and opportunity for more and improved facilities. Plans are underway to develop a 6.7-acre park property on the north side of Dundee, on a property that was acquired in part through a legacy donation by longtime resident Janis Sander. We have also been working to develop Chehalem Heritage Trails, which will include a connection between Dundee and Newberg. We recently established the Chehalem Heritage Trails Advisory Committee to continue moving the work forward.

Tipsu Palach Park is situated off the highway as a meeting place for picnics, a rest stop for cyclists, and/or a destination for live music performances and food. Adding a restroom to the park would add value and allow local business owners and community members to use it to its full potential.

Sincerely,

A handwritten signature in black ink, appearing to read "Don Clements", written over a light blue horizontal line.

Don Clements, Superintendent

