

**AGENDA**  
**CHEHALEM PARK AND RECREATION DISTRICT**  
**BOARD OF DIRECTORS REGULAR MEETING**  
**CHEHALEM ADMINISTRATION OFFICE**  
**125 S. ELLIOTT ROAD NEWBERG, OREGON**  
**June 23, 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 May 26, 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. Approval of Resolutions for 2022-23 Budget
  - B. Approval of Resolution for SDC's Annual Adjustment
  - C. Intergovernmental Agreement for Services
  - D. Reports and Comments from Board Members
- VII. Old Business**
  - A. Updates on Projects and Questions
  - B. Pickle ball Advisory Committee Report
  - C. Trails Advisory Committee Report
  - D. Update Right of way easement Friends Park
- 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 July 28, 2022.**

**Please remember we will adopt the 2022-23 budget. We need at least three members of the Board.**

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**To: Board of Directors**  
**From: Superintendent**  
**Date: June 17, 2022**  
**Re: Background information for June 23, 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 (5-12) for Regular Meeting Minutes of May 26, 2022

**RECOMMENDATION:** Approval of Regular Board Meeting Minutes for May 26, 2022.

B. Approval of Bills Payable – See page (13-14). General Fund \$524,584.90. SDC FUND \$22,351.46. LOAN SERVICE FUND \$0.00. POOL BOND \$0.00. FOUNDATION \$25.90

**RECOMMENDATION:** APPROVAL OF BILLS PAYABLE.

C. Approval of Financial – Please see page (15). The current debt is for the golf course, fitness center and pool bond. This year we paid 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. 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**

<b><u>DESCRIPTION</u></b>	<b><u>AS OF 05/30/20-21</u></b>	<b><u>AS OF 05/30/21-22</u></b>	<b><u>DIFFERENCE</u></b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 4,653,949.30</b>	<b>\$ 5,520,133.20</b>	<b>\$ 866,183.90</b>
TOTAL OPERATION EX.	\$ 4,507,658.62	\$ 5,089,158.56	\$ 581,499.94
TOTAL CAP/AQ/DEV/TRS	\$ 146,290.68	\$ 430,974.64	\$ 284,683.96
<b>TOTAL REVENUE</b>	<b>\$ 9,398,045.65</b>	<b>\$11,685,530.14</b>	<b>\$ 2,287,484.49</b>
TOTAL TAXES	\$ 3,163,909.13	\$ 3,375,125.61	\$ 211,216.48
TOTAL FEES & CHARGES	\$ 2,559,639.53	\$ 3,440,160.16	\$ 880,520.63
TOTAL OTHER REVENUE	\$ 235,490.07	\$ 283,616.97	\$ 48,126.90
BEGINNING BALANCE	\$ 3,439,006.92	\$ 4,586,627.40	\$ 1,147,620.48
<b><u>BALANCE</u></b>	<b><u>\$ 4,744,096.35</u></b>	<b><u>\$ 6,165,396.94</u></b>	<b><u>\$ 1,421,300.59</u></b>

**SDC FUND SUMMARY**

<b><u>DESCRIPTION</u></b>	<b><u>AS OF 05/30/20-21</u></b>	<b><u>AS OF 05/30/21-22</u></b>	<b><u>DIFFERENCE</u></b>
BEGINNING BALANCE	\$ 2,311,332.26	\$ 1,941,451.07	\$ < 369,881.19>
INTEREST	\$ 11,419.53	\$ 13,880.46	\$ 2,460.93
CITY OF NEWBERG	\$ 619,710.84	\$ 2,900,333.52	\$ 2,280,622.68
CITY OF DUNDEE	\$ 24,241.24	\$ 83,677.66	\$ 59,436.42
COUNTY OF YAMHILL	\$ 152,432.46	\$ 99,959.50	\$ < 52,472.96>
TRANSFERRED IN	\$ 0.00	\$ 0.00	\$ 0.00
<b>TOTAL REVENUE</b>	<b>\$ 3,119,136.33</b>	<b>\$ 5,039,302.21</b>	<b>\$ 1,920,165.88</b>
<b>TOTAL EXPENDITURE</b>	<b>\$ 580,064.49</b>	<b>\$ 550,244.63</b>	<b>\$ &lt; 29,819.86&gt;</b>
<b><u>BALANCE</u></b>	<b><u>\$ 2,539,071.84</u></b>	<b><u>\$ 4,489,057.58</u></b>	<b><u>\$ 1,949,985.74</u></b>

**RECOMMENDATION:** Approve May 2022 Financials as submitted

**V. PUBLIC PARTICIPATION**

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

**VI. ACTION ITEMS/COMMITTEE REPORTS/BOARD COMMENTS**

A. Approve Resolutions For 2022-23 Budget– Please see resolution 06-01-22 to 06-04-22 on pages (16-20). The only changes is Beginning Balance & Contingency were increased by \$100,000.

**RECOMMENDATION:** Approve Resolution 06-01-22, 06-02-22, 06-03-22 and 06-04-22

B. Approve SDC adjustment – Please see page (21) for resolution.

**RECOMMENDATION:** Approve Resolution 06-05-22.

C. Approve Intergovernmental Agreement – Please see pages (22-23) for agreement

**RECOMMENDATION:** Approve and Authorize Superintendent to sign agreement

D. Approve Contract for Engineering Services – Please see pages (24 – 30).

**RECOMMENDATION:** Approve and Authorize Superintendent to sign agreement

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

**VII. OLD BUSINESS**

A. Update on Projects and Operation - Will discuss at meeting.

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

C. Trails Advisory Committee – Will give latest info at meeting.

D. Update Right of Way Easement Friends Park – Will give update at meeting

**VIII. FROM THE SUPERINTENDENTS DESK**

A. Superintendent Report – Will give update at meeting

B. Staff Reports – Please see pages (31-43).

**IX. CORRESPONDENCE**

A. Citizens Comments/Evaluations – Please see Pages (44-53)

B. Miscellaneous Information – Please see pages (54-77).

**X. ADJOURNMENT.**

Next Regular Board Meeting July 28, 2022.

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CHEHALEM PARK AND RECREATION DISTRICT  
REGULAR BOARD MEETING  
CPRD Administration Office  
125 S. Elliott Road  
May 26, 2022, 6:00 P.M.

**MINUTES**

I. Lisa Rogers called the meeting to order 5:59 p.m.

II. **Roll Call**

Board members:

Gayle Bizeau

Bart Rierson

Don Loving

Jim McMaster

Lisa Rogers

**CPRD Staff:**

Don Clements, Superintendent

Casey Creighton, Parks & Facilities Supervisor/Basic Services

Kayla McElligott, Events Marketing Coordinator

Heidi Smith, Administrative Coordinator

Julie Petersen, Recreation Supervisor/Special Services

Richard Cornwell, IT Specialist

*Kellan Sasken, Special Services/Golf Director – excused*

*Kat Ricker, Public Information Director – excused*

**Public:**

Matt Laroche, Community Member

Ron Rogers, Community Member

Steve Paulson, Community Member

Teri Steneck, Valley Realty

Pat Darby, Community Member

Tom Hammer, Community Member

Hunter Wylie, Advisory Committee – Pickleball

III. Approval of agenda –

Moved Don Loving

Second Bart Rierson

Passed unanimously

IV. Approval of consent agenda

a. Approval of minutes of regular Board meeting April 28, 2022

- b. Approval of bills payable
- c. Approval of April financials
  - Moved Don Loving
  - Second Jim McMaster
  - Passed unanimously

**Lisa Rogers opened the Public Hearing on the 2022–23 Budget 6:00 p.m.**

**V. Public participation**

**a. Homeowners Greens:**

- i. **Steve Paulson:** Has lived at the greens for seven years. Paulson wants to voice concern for homeowners and everyone that comes to visit the town on maintenance of the facility. He wants to know if it's possible to improve the facility. Paulson states that conditions are lacking for what you pay to play there. Paulson would also like to lead a group to fundraise for a permanent facility (permanent clubhouse, bar, restaurant). Paulson has a "wishlist" for the golf course that includes a driving range off the grass, to improve general maintenance, and wants to adopt a bunker like people adopt a highway to keep clean.
- ii. **Tom Sheridan:** Has lived at the greens for 16 years. Sheridan has tried to get rid of weeds but it doesn't seem to work. Sheridan states parts of the course next to the houses are not being watered properly so he waters it.
- iii. **Matt Laroche:** Has lived at the greens for six years. States he would also like to help out with the golf course.
- iv. **Ron Rogers:** Has lived at the greens for 12 years. Rogers is coming at it from a homeowner's perspective. His yard is full of weeds and can't get rid of the crabgrass. He doesn't understand why that can't be kept out but wants to volunteer if he can.

**Board feedback:**

**Don Loving:** Loving states that it's time to have an ongoing golf course advisory committee and suggests appointing these four public members who have shown up.

**Don Clements:** Clements states that if they want to adopt a bunker, that would be fantastic.

**Casey Creighton:** Creighton mentions that he would love to meet with the four public members to figure something out. He has

talked with several restaurants but hasn't talked with McMenamins in a few years.

**Julie Petersen:** Petersen likes the idea of possibly partnering with wineries. She mentions the Newberg Wednesday Market's beer/spirit garden—they would be great to partner with.

**Lisa Rogers:** Rogers asks the four public members if they would like to form a committee for the golf course.

Steve Paulson, Tom Sheridan, Matt Laroche, Ron Rogers: All say yes.

**Lisa Rogers:** Rogers states that we now have a Golf Course Advisory Committee.

**b. Others not on the agenda: N/A**

**VI. Action items/committee reports/Board comments**

**a. Discussion on the right of way easement and donation of land:**

**i. Teri Steneck and Pat Darby:**

- They have five acres in the county. Most of it is in the ravine. Talked to Bryan Stewart and Casey Creighton about using it for trails. They propose that they have an access point where the gate is but wants to move it a bit. Proposes to give CPRD four acres, retain one acre, and retain access. The price to develop anything in the city is too high and all developers Steneck has talked to have all said no to building more lots in the city. Steneck is proposing that if they give CPRD the land, they are asking if there is something CPRD could trade them.

a. **Don Clements:** Clements states that if the board is willing to move with this, he recommends moving ahead. Clements will get ahold of CPRD's attorney and make sure the property is tradable. After, he'll contact the City. Then he'll contact the Steneck and make a meeting with the lawyer and the City.

b. **Jim McMaster:** McMaster states that CPRD received a grant on that property. He suggests that CPRD contacts the right contact for that grant first just to make sure this is doable.

There is a consensus from the board to move forward.

Motion to reopen additions to the agenda

Moved Jim McMaster

Second Bart Rierson

Passed unanimously

*Agenda is now open*

Motion to add the discussion of street vacancy application to agenda.

Moved Don Loving

Second Jim McMaster

Passed unanimously

Motion to close the agenda for any further additions

Moved Don Loving

Second Bart Rierson

Passed unanimously

**Discussion on street vacancy:**

**Don Clements:** When CPRD build Tom Gail Park, the City and the Austins that own the land next to it didn't want to commit to that. Now they want it vacated and Superintendent Clements agrees. The road itself would be a part of the park.

**Jim McMaster:** as long as the City agrees, thinks it's a great addition to the park

Motion to vacate the street adjacent to Tom Gail Park as discussed

Moved Don Loving

Second Bart Rierson

Passed unanimously

**b. Reports and comments from Board members**

**Gayle Bizeau:** N/A

**Bart Rierson:** Would like to keep the topic of discussion going on work on the landfill property and see the paddle launch come back.

**Don Loving:** Needs to report that the Administrative Coordinator has not been keeping the candy level up to par.

**Jim McMaster:** Very appreciative that they are able to get community groups together today. Noon Rotary helped unify Memorial Park before Memorial Day. They were out there putting out bark dust. One thing that came up from citizens is that some of the vets want to expand the monument. This is just a heads up that it may come to the Board.

**Lisa Rogers:** CCC is still moving forward with the next phase. part of the problem will be parking, so we may need to go to City Council at some point. **Don Clements:** Sates that with the proper programming, we can make things right.



**VII. Old business/project updates**

**a. Updates on Projects and Questions**

**i. Casey Creighton:**

- The bypass project: Met with ODOT right of way and rail and found out it might be more expensive than we thought. County, City, and PGE are all involved. The design is at about 30% done and working with GreenWorks on that. He is talking to ODOT about the structure and maintenance of the road, on getting an agreement to get a right of way to use the pathway. *Don Clements:* CPRD applied for two grants with the Department of Transportation. He encouraged Kat Ricker to apply for the money.
- Campground: Still working on the campground. Paul said 30% done. Working on some traffic impact studies.
- Sander Estate: we have a presentation for a grant coming up for a \$750,000 grant.
- We have been finding more staff. Bryan Stewart is doing a great job. He hired about ten people in the past week. We are using park crew down at the golf course for the next few weeks to get it under control.
- Ewing Young Bridge: Waiting on reports from FEMA for the ok to move forward.
- Aquatic & Fitness Center: We have put everything up on the roof, but it's not activated yet.
- Crabtree Park: Putting in a fish culvert.
- Waiting on equipment for our parks and golf course.

**b. Pickleball Advisory Committee Report**

**i. Hunter Wylie:**

- The committee has been on hiatus for 2 months. Wylie talked about lower-cost approaches. The committee found used coerverings for about 1/7 the cost of new ones and they are available.
- Funding: He is still waiting on the board to hear about funding. Everyone involved is cleaning the courts every day, supplying all of the equipment, and funding events that bring in money for the District. Wylie sent in a proposal to Casey Creighton and Julie Petersen for a taping machine to tape out any type of court. *Julie Petersen:* States that she purchased that and it will be here in about a week.
- Going to proceed forward with budgets, writing grants, and taking the load off of the board/staff completely—they just need support.

- a. **Don Clements:** Suggests to Petersen that at the next meeting to come up with a plan to help pickleball.
- b. **Jim McMaster:** Suggests looking at using part of Dundee school property for indoor pickleball. Hunter Wylie suggests covering Jaquith Park.
- c. **Julie Petersen:** Suggests a place for the courts is the Renny Field area where the tennis courts are now. She states you can get eight courts in there now. Petersen talked to Dave Brown and he wants to meet with Casey Creighton and Don Clements and invites Hunter Wylie to join.

c. **Trails Advisory Committee Report**

- i. **Jim McMaster:** It's been a slow process working with the land owners, so not a lot to report. Surveys are still occurring.
- ii. **Casey Creighton:** Went on a Riley property tour for two hours. They walked the main trail and saw all the offshoots that Russ was doing. Quinton Comus is going to write some grants. CPRD opened the horse trails this week. Talked about getting the Riley Property Committee back since they have been on hiatus for a bit.

VIII. **From the superintendent's desk**

a. **Superintendent's Report**

- i. **Don Clements:** Makes a suggestion that the Master Plan, the executive part be approved tonight. States that this is a plan that can change at any time, not set in stone.

Motion to approve the Master Plan as submitted by the Superintendent

Moved Jim McMaster

Second Bart Rierson

Passed unanimously

b. **Staff Reports**

**Julie Petersen:** Wanted to acknowledge Don Clements and Casey Creighton who have been out on tractors and mowers for the past few days. They are working extremely hard.

- Sports: Lacross is just finishing up. Track and softball are going. CPRD has nine summer sports camps that have opened up for NSD to participate for free. 510 kids playing in the spring soccer program. About \$80,000 in revenue. Adult city league basketball is over. CPRD did not do well. adult softball league starts soon.
- Camelia Run: 420 runners this year.
- NOFF Run: Is July 31st.

- Aquatic & Fitness Center: Just had the first 200-person public swim—seeing some good numbers coming back. Aquatics is very busy, swim lessons are coming up. People are coming back and excited about the wage increase.
- Care: A good amount of people are being hired for the Care program. Preschool is getting ready to be finished for the year. The NSD is going with someone else for student transportation.
- Matt Compton applied for grants for the program and received \$76,000 for the programs. Some for staffing and some for financial scholarships, and some for upgrades for playground equipment. Summer Camp Childcare is open.
- The senior center is open and a lot of activities are back open. CPRD has a new specialist there and they have been doing a lot of great things.
- Esports at GFU: is starting this summer. CPRD has a handful of camps this summer. hoping the discount will help kids get to play for free.
- Golf Course: good amount of people hired. Jr. league starts this weekend. getting a lot of requests for birthday parties out there in the tent have access to putting course and driving range. getting a lot of asks for weddings.
- Casey Creighton's crew installed cameras in the basketball court.
- Wendy Roberts is working really hard, tara is still out.
- Richard will install a third monitor soon in the aquatic center for people checking in. There have been some dishonest people trying to sneak in and not pay. Richard is out of town right now, but this will be a priority soon.
- The pool is in the black for the second month in a row, Wendy is doing a good job.
- A good money maker for the pool is grad parties. CPRD is in touch with high schools in the area and putting together packages. Parties would rent the aquatic center for a long duration of time and we would supply the lifeguards. \$20,000 is the going rate.
- Working with NSD with scholarships for summer and the fall for kids. Identified a large proportion of our programs available for discounts. Parents will receive an email from the school district and can use a code to sign up for our 90 programs. up to 30,000\$. The school district will write us a check for \$30,000.
- Newberg Wednesday Market: Erin is doing a great job with two interns from the downtown coalition. Excited about expanding that event more.

**Don Clements:** NRPA sets benchmarks. CPRD is one of the highest in the country in recovery in money we bring in because of what we generate.

**Kayla McElligott:**

- Working with Sarah Larison at the senior center on multiple projects. Collaborating with Isaac from the front desk to help interview and take photos of the volunteers to produce personnel highlights. Also working on a "With These Hands" project where Kayla takes photos of the patron's hands and pairs that photo with what the patron considers to be an important highlight of their life. These will be posted on the front windows of the senior center building to be viewed from the outside.
- Erin Harrington and Poly from the City worked with the high school design class to create a poster for the Newberg Wednesday Market.

*Jim McMaster wants to know what we all do within the community. States that it could be a good PR thing for the District. Says to look at Portland Boys & Girls Club to see what they did.*

**Heidi Smith: Paying bills.**

**IX. Correspondence**

- a. Citizen comments/evaluations
- b. Miscellaneous Info

**Public Hearing on budget was closed at 8:13 pm**

**X. Adjournment - Don Loving moved to adjourn at 8:14 p.m.**

***Foundation meeting: Started at 8:14 p.m.***

**Heidi Smith:** There is a separate audit. Donor-advised means that money was given to the Foundation. Those funds are there and should/could be a foundation-paid expense. For example, the new pool: \$142,000 in the foundation was to be used for that but it was never authorized. The money also has to be used for something new, not used for any type of debt. This is just information to have and know.

***Adjourned at 8:19 p.m.***

Respectfully Submitted,

Kayla McElligott, Events Marketing Coordinator

**ACCOUNTS AND PAYROLL PAYABLE  
FROM MAY 13, 2022  
UP TO JUNE 17, 2022**

**ACCOUNTS PAYABLE FOR GERNERAL FUND**

<u>CHECK NUMBERS</u>	<u>AMOUNT</u>	<u>TYPE CHECKS</u>
126025-126160	\$ 295,340.46	ACCOUNTS PAYABLE
*126025-28 126049-50 126112-17 (12 CHECKS) 126113		Voided
	\$ 11,067.58	PAYROLL
WIRE TRANSFER PAYROLL	\$ 196,793.50	PAYROLL
2219-2232	\$ 21,383.36	MANUAL/ACH TRANSFERS
<b>GRAND TOTAL</b>	<b><u>\$ 524,584.90</u></b>	

**BREAKOUT**

<b><u>ACCOUNTS PAYABLE</u></b>	<b>\$ 295,340.46</b>
<b><u>PAYROLL</u></b>	<b>\$ 207,861.08</b>
<b><u>WIRE TRANSFER &amp; ACH</u></b>	<b>\$ 21,383.36</b>

**ACCOUNTS PAYABLE FOR SDC FUND**

<u>CHECK NUMBERS</u>	<u>AMOUNT</u>	<u>TO WHOM</u>
1045	\$ 4,690.21	AKS ENGINEERING
1046	\$ 5,871.25	KITTELSON & ASSOCIATES
1047	\$ 11,090.00	GREEN WORKS
1048	\$ 700.00	US BANK
<b>GRAND TOTAL</b>	<b><u>\$ 22,351.46</u></b>	

**ACCOUNTS PYABLE FOR LOAN SERVICE FUND**

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

**ACCOUNTS PAYABLE FOR CAPITAL POOL CONSTRUCTION & POOL BOND**

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

**BREAKOUT**

<b><u>POOL BOND DEBT</u></b>	<b>\$ 00.00</b>	
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**ACCOUNTS PAYABLE FOR FOUNDATION**

<b><u>CHECK NUMBERS</u></b>	<b><u>AMOUNT</u></b>	<b><u>TO WHOM</u></b>
195	\$ 25.90	TECH SOUP US BANK
<b>GRAND TOTAL</b>	<b>\$ <u>25.90</u></b>	

**FINANCIAL OVERVIEW**

**GENERAL FUND SUMMARY**

DESCRIPTION	AS OF 05/30/20-21	AS OF 05/30/21-22	DIFFERENCE
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**LOAN SERVICE FUND SUMMARY**

DESCRIPTION	AS OF 05/30/20-21	AS OF 05/30/20-21	DIFFERENCE
<b>GRAND TOTAL EXPENSES</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
REVENUE TRANSFERS	\$ 0.00	\$ 0.00	\$ 0.00
INTREST	\$ 135.65	\$ 271.02	\$ 135.37
BEGINNING BALANCE	\$ 33,567.32	\$ 33,702.97	\$ 135.65
<b>GRAND TOTAL REVENUE</b>	<b>\$ 33,702.97</b>	<b>\$ 33,973.99</b>	<b>\$ 271.02</b>

**EQUIPMENT AND MAJOR MAINTENANCE FUND SUMMARY**

DESCRIPTION	AS OF 05/30/20-21	AS OF 05/30/21-22	DIFFERENCE
<b>GRAND TOTAL EXPENSES</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
TOTAL REVENUE	\$ 0.00	\$ 0.00	\$ 0.00
BEGINNING BALANCE	\$ 0.00	\$ 0.00	\$ 0.00
<b>GRAND TOTAL REVENUE</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

**CAPITAL PROJECT POOL FUND SUMMARY**

DESCRIPTION	AS OF 05/30/20-21	AS OF 05/30/21-22	DIFFERENCE
<b>GRAND TOTAL EXPENSES</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>GRAND TOTAL REVENUE</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>

**BOND LOAN SERVICE SUMMARY**

DESCRIPTION	AS OF 05/30/20-21	AS OF 05/30/21-22	DIFFERENCE
<b>GRAND TOTAL EXPENSES</b>	<b>\$ 326,987.56</b>	<b>\$ 310,486.15</b>	<b>\$ &lt; 16,501.41&gt;</b>
<b>GRAND TOTAL REVENUE</b>	<b>\$ 1,406,626.94</b>	<b>\$ 1,677,632.48</b>	<b>\$ 271,005.54</b>

CHEHALEM PARK AND RECREATION DISTRICT  
RESOLUTION APPROVING THE BUDGET  
FOR 2022 – 2023  
RESOLUTION 06-01-22

BE IT RESOLVED, that the Board of Directors for the Chehalem Park and Recreation District hereby adopts the budget for the fiscal year 2022-23 in the sum of \$13,986,528.00 at the regular meeting on June 23, 2022 and the following resolution affirms their action.

BE IT FINALLY RESOLVED, that the budget officer publishes the adopted budget as prescribed in state statutes.

ADOPTED, by the Board of Directors of the Chehalem Park and Recreation District the 23rd day of June, 2022.

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President of the Budget Committee

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Attest: Secretary



CHEHALEM PARK AND RECREATION DISTRICT  
RESOLUTION APPROVING LEVYING TAXES  
FOR 2022 – 2023  
RESOLUTION 06-02-22

BE IT FURTHER RESOLVED, that the Board of Directors for the Chehalem Park and Recreation District hereby adopts the taxes provided for in the adopted budget at the rate of \$ .9076 per \$ 1,000 of assessed value for operations; and that these taxes are hereby recommended and categorized for the tax year 2022-2023 upon the assessed value of all taxable property within the District.

	GENERAL GOVERNMENT	EXCLUDED FROM LIMITATION
General Fund	\$ .9076/1000	
Debt Service		\$1,335,225.00

BE IT FINALLY RESOLVED, that the Budget Officer publish this amount and hold public hearing as prescribed in state statute.

ADOPTED, by the Board of Directors of the Chehalem Park and Recreation District the 23rd day of June, 2022.

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President of Board of Directors

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Attest: Secretary/ Treasurer Board of Directors

CHEHALEM PARK AND RECREATION DISTRICT  
 RESOLUTION APPROVING APPROPRIATIONS  
 FOR 2022 – 2023  
 RESOLUTION 06-03-22

BE IT RESOLVED, that the amounts for the fiscal year beginning July 1, 2022 and for the purposes shown below are hereby appropriated as follows:

	<b>GENERAL FUND</b>
Personnel Services	\$ 5,192,559.00
Material and Services	\$ 3,539,184.00
Operating Contingencies	\$ 100,000.00
Transfer to Loan Fund	\$ 0.00
Capital, Develop, Improv & Acquisition	\$ 962,172.00
FUND TOTAL	<b>\$ 9,793,915.00</b>
	<b>EQUIPMENT &amp; MAJOR MAINT</b>
Capital, Develop, Improv & Acquisition	\$ 0.00
FUND TOTAL	<b>\$ 0.00</b>
	<b>SYSTEM DEVELOPMENT</b>
Capital, Develop, Improv & Acquisition	\$ 2,012,421.00
To pay principal, interest for Loans	790,079.00
FUND TOTAL	<b>\$ 2,802,500.00</b>
	<b>LOAN SERVICE</b>
To pay principal, interest for Loans	\$ 0.00
Capital, Develop, Improv & Acquisition	\$ 34,888.00
FUND TOTAL	<b>\$ 34,888.00</b>
	<b>DEBT</b>
To pay bond principal	\$ 715,000.00
To pay bond interest	\$ 620,225.00
Ending balance & Adjustment	\$ 0.00
FUND TOTAL	<b>\$ 1,355,225.00</b>
	<b>CAPITAL PROJECT</b>
Capital outlay pool	\$ 0.00
FUND TOTAL	<b>\$ 0.00</b>
<b>GRAND TOTAL ALL FUNDS</b>	<b><u>\$13,986,528.00</u></b>

BE IT FINALLY RESOLVED, that the budget officer publishes the appropriate forms as specified in the state statute, and that a public hearing be held and budget adopted by the Board of Directors as specified under state statute.

ADOPTED, by the Board of Directors of the Chehalem Park and Recreation District the 23rd day of June, 2022.

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President of Board of Directors

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Attest: Secretary/Treasurer Board of Directors

CHEHALEM PARK AND RECREATION DISTRICT  
RESOLUTION CATEGORIZING TAXES  
FOR 2022 – 2023  
RESOLUTION 06-04-22

BE IT RESOLVED, that the Board of Directors for the Chehalem Park and Recreation District hereby categorizes the taxes provided for in the 2022-23 adopted budget as follows:

	SUBJECT TO THE GENERAL GOVERNMENT	EXCLUDED FROM THE LIMITATION
General Fund	\$ .9076/100	
Debt Service		\$ 1,355,255.00

BE IT FINALLY RESOLVED, that the President of the Board of Directors files this Resolution with the Yamhill County Clerk and the County Assessor on or before July 15, 2022.

ADOPTED, by the Board of Directors of Chehalem Park and Recreation District the 23rd day of June 2022.

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President Board of Directors

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Attest: Secretary/Treasurer Board of Directors

**SDC RESOLUTION 06-05-22**

The Chehalem Park and Recreation District (CPRD) adopted a System Development Charge and corresponding methodology by resolution in July 1992 known as “SDC Resolution”; it was amended in May 2007 and updated in July 2017.

In consultation with FCS Group, the proposed 8.43% increase of SDCs is tied to the appropriate regional Engineering News Record (ENR) annual calculation

The Superintendent will notify each government on the proposed increase.

Be it resolved:

1. Effective July 1, 2022, CPRD shall approve the SDC rates as follows:

<u>Type of Dwelling Unit</u>	<u>SDC Per Dwelling Unit</u>
Single Family	\$ 8,432
Multi Family	\$ 7,426
Mobil Home	\$ 5,796
Accessory Dwelling Unit	\$ 3,160

Adopted by the Chehalem Park and Recreation District Board of Directors on June 23, 2022.

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President of the Board

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Secretary of the Board

**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 a 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



June 7, 2022

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

**Re: River Road Crossing Improvement Project, Newberg, Oregon  
Rail Engineering Services**

Dear Mr. Creighton,

I am pleased to present to you this proposal for engineering services for Rail Engineering for the River Road Crossing Improvement Project in Newberg, Oregon. This proposal is composed of the following sections: Project Understanding, Scope of Work, Fee Estimate, and Schedule.

#### **Project Understanding**

The Chehalem Park & Recreation District (CPRD) is proposing to extend the multi-use path that stops to the north of the crossing, south through the crossing. The scope of this proposal is to provide rail engineering for the CPRD to determine the configuration of the track crossing, prepare the top of rail profiles for up to 2 tracks, coordinate with ODOT Rail, the City of Newberg, the property owner, and the PNWR for rail related aspects of the River Road Crossing. This effort will extend through the 30% design and the submission of the ODOT Rail application. The road design will be prepared by Kittelson & Associates.

#### **Task I - Preliminary Engineering**

Preliminary Engineering involves the preparation of construction plans for the River Road crossing. The specific tasks are as follows:

- Project management.
- Initial site visit to review on May 23, 2022.
- Coordinate on concept, signal layout, utilities, road configuration and survey.
- Attend 2 virtual meetings to coordinate with the CPRD and the City. This provides a budget allowance for two 2 remote, 1.5 hour meetings via web conferencing.
- Prepare Conceptual crossing layout up to 30% design. Prepare ODOT Rail Exhibits for Diagnostic Meeting.
- Set up and direct Diagnostic Team meeting. Prepare notes and distribute. Coordinate with Diagnostic



Team post meeting.

- Prepare DRAFT ODOT Rail application and exhibits. Review DRAFT applications and exhibits with ODOT Rail, City of Newberg, CPRD, the land owner, and the PNWR. Make revisions as necessary until consensus is obtained by all stakeholders.
- Prepare FINAL ODOT Rail application for submission by the City of Newberg.

**Fee Estimate**

The fee estimates inclosed has been prepared with the understanding that the project will be billed on a time and materials basis for the scope of work outlined above. If the scope of work changes from that listed in this proposal, then there will necessarily be a revision to the fee estimate based upon current year standard hourly rates. Unless otherwise noted, all hourly rates not completed on the project by January 2023 may be adjusted to current year standard rates thereby necessitating an increase in the contract amount. The project will be billed monthly with the billings comprised of the time and materials spent on the project completed to date.

Task	Description	Amount
I	Preliminary Engineering - 30%, ODOT Rail Exhibits	\$22,000
	Totals:	\$22,000

The scope of services and fees are based on the following assumptions and conditions:

- Surveying, as required for the preparation of the railroad plans, will be performed by others under a separate contract. No surveying has been included in this scope of work. The survey limits and requirements are as follows:
  - Survey of Top of Rail for all tracks and spurs off of these tracks for 1,000' each direction from the edge of the existing crossing.
  - Survey at 100' on Tangents, 50' on Curves, with Top of Rail shots taken on both rails at same track location.
  - Include points of switch, frog, signals, signal cables, signs, etc.
  - Include all joint locations, label insulated joint locations.
- All design work will be preformed utilizing AutoCAD C3D 2022 or later.
- Road design will be performed by others.
- This proposal is prepared with the assumption that there is general agreement between the City of Newberg, ODOT Rail, the property owner, and the Portland & Western Railroad. The hours scheduled for meetings, coordination and revisions is based upon this assumption. If it turns out that the hours budgeted are insufficient, then the budget and scope may expand and a revision to this fee estimate will be made at that time.

**Schedule**

The work outlined in this proposal will be initiated within one week of receiving a signed copy of this proposal and the schedule will be coordinated between CPRD and the current work load of Wisser Engineering.

The General Conditions attached, together with this Proposal, dated: June 7, 2022

To: Chehalem Park & Recreation District

Re: 20008 - River Road Crossing Improvement Project, Newberg

represents the entire and integrated agreement between the Owner and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both Owner and Engineer.

I appreciate the opportunity to prepare this proposal. If this Proposal meets with your approval, please sign and return one original copy of this Proposal to me. If there are any questions concerning any of the items above, or if you have any additional questions or concerns, please give me a call.

Very truly yours,



**Thomas W. Wisser, P.E.**

*Consulting Railway Engineer*

I accept the terms and conditions of this Proposal and hereby authorize Thomas W. Wisner, P.E. to proceed with the work, as outlined herein.

Signature \_\_\_\_\_ Organization \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

## GENERAL CONDITIONS

### 1. PROFESSIONAL FEES & REIMBURSABLE EXPENSES

Professional fees for time and material Contracts and extra work will be invoiced on an hourly rate basis in accordance with the work classifications and rates summarized below. Other professional consultants and/or firms may be utilized to accomplish the identified scope of work. Free-lance and/or other outside personnel who are contracted to provide manpower services will be invoiced at our normal hourly rates. Expenses, other than hourly rates for personnel, that are directly attributable to our professional services, will be invoiced at the costs shown on attached Fee Schedule. These expenses include, but are not limited to, such items as out-of-town travel expenses; rental cars; use of company and personal vehicles; long distance telephone charges; reproduction costs; rental of equipment and/or instruments; special fees and permits; purchase of deeds, maps and record or reference drawing prints; premiums for additional or special insurance, where required; and fees paid for securing approval of authorities having jurisdiction over the project. All lump-sum, time-and-material and other fees quoted in a proposal are good for a 90-day period, from the date of the proposal until notice to proceed is given. Contract fees are valid for a period of one year, after notice to proceed. After these times, hourly rates and fees may be adjusted to current year rates thereby adjusting contract amounts. If Client, or Client's representatives, requests Consultant to provide additional services which are beyond the scope of services described in Consultant's proposal, Consultant will provide such additional services at current year hourly rates and bill the Client in accordance with this Section.

### 2. PAYMENTS

Invoices will be submitted monthly for basic services and reimbursable expenses rendered in the preceding month. Payment will be due fifteen (15) days from date of invoice. An account will become delinquent thirty (30) days after date of billing. A service charge will be added to delinquent accounts at the rate of one-and-one-half percent (1½%) for each thirty (30) days delinquent. As a matter of standard policy and to protect Consultant's interests, a lien on the subject property will be filed (recorded) at the County Clerk's office within the applicable time if invoices are not paid on a timely basis, or unless previous special arrangements have been made. Consultant's costs for preparation and filing of said lien, as well as a lien release, will be invoiced to the Client. If Client fails to make payments to Consultant within thirty (30) days of receipt of invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services.

### 3. RIGHT-OF-ENTRY

Unless otherwise agreed, Client will furnish Consultant and Consultant's agents, right-of-entry on the land where Consultant is to make observations, surveys, borings and other explorations as required to complete the scope of work. Consultant will take reasonable precautions to minimize damage to the land in the conduct of Consultant's activities. When soils data are required, reasonable precautions will again be taken to minimize damage from use of equipment, but the cost of restoration of the land is not included in Consultant's fee. If Client desires Consultant to restore the land to its approximately former condition (i.e., compaction of backfill, pavement patching, etc.), Consultant shall have this accomplished and add the cost, plus ten percent (10%), to Consultant's fee.

### 4. GENERAL LIABILITY

Consultant carries comprehensive general liability insurance, which, subject to its limits, terms, and conditions, provides protection against liability arising out of bodily injury and property damage that is the direct result of Consultant's operational negligence. At Client's request, Consultant will provide certificates evidencing such coverage to the extent it is commercially available and will purchase additional coverage and/or limits of liability that Client may require as a separate cost item to be borne by the Client.

### 5. PROFESSIONAL LIABILITY

Consultant carries professional liability insurance, which, subject to its limits, terms, and conditions, provides protection against liability arising out of a negligent act, error or omission in the performance of professional services. At Client's request, Consultant will provide certificates evidencing such coverage to the extent it is commercially available and will purchase additional coverage and/or limits of liability that Client may require as a separate cost item to be borne by the Client.

### 6. LIMITATION OF LIABILITY

As to Consultant's liability, if any, arising out of services performed, Client and Consultant agree that: The entire joint, several and individual liability of the Consultant, its agents, representatives and employees, irrespective of the number of claims, and whether based in negligence, any other tort, breach of contract or otherwise, shall in no event exceed the Consultant's fee.

Neither the Consultant nor its agents, representatives or employees shall be liable to the Client for any indirect, special, reliance, incidental, consequential or exemplary damages arising out of or in connection with the performance of services under this Agreement, whether in an action based on contract (including breach of representation or warranty), delay, negligence (active or passive), strict tort liability or otherwise.



## GENERAL CONDITIONS

### 7. CLIENT FURNISHED INFORMATION

Consultant is entitled to rely on all information furnished or to be furnished by Client. Client agrees to defend and indemnify Consultant, its agents and employees from any and all claims of any kind arising out of or relating to any claims caused by or contributed to by any errors or omissions in information to be provided by Client.

### 8. DELAYS

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents. One or more waivers by either party of any provision, term, condition, or covenant, shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Consultant shall not be responsible for damages or be in default by reasons caused by failure of Client or Client's agents to furnish information; or due to late, slow, or faulty performance by the Client and/or governmental agencies beyond the Consultant's reasonable control. In the case of any such cause of delay, the fees and time of completion for Consultant' work may be renegotiated accordingly.

### 9. INDEMNITY

Client agrees to indemnify, defend and hold Consultant harmless from liability, settlements, losses, costs and expenses, in connection with any action, suit, or claim resulting or allegedly to the extent caused by the negligent acts, omissions or activities, or willful misconduct of Client and any person or entity for whose acts or omissions Client is liable.

Subject to Paragraph 6, Limitation of Liability, Consultant agrees to indemnify, defend and hold Client harmless from liability, settlements, losses, costs and expenses, in connection with any action, suit, or claim resulting or allegedly to the extent caused by the negligent acts, omissions or activities or willful misconduct of Consultant.

### 10. CLIENT DATA

All computer-generated drawings, base maps, site plans and survey information, hereinafter referred to as data, received by Consultant, will be assumed to be the final product, will scale correctly and dimensions shown are to be accurate, unless otherwise noted. Client, or Client's representative will be responsible for the data's integrity. A hard copy shall accompany all data transmitted by electronic transfer or computer disk. Any party making changes to the data will assume full responsibility for its completeness and reliability.

### 11. SUBMITTALS

Review of submittals by Consultant, is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the Contractor's responsibility to perform all construction Contract requirements with no change in contract price or time. Any action shown by the Consultant is subject to the requirements of the plans, specifications and other Contract Documents. The Contractor is responsible to confirm and correlate dimensions at the site, for information that pertains to the fabrication processes, for the means, methods, techniques, procedures, sequences and quantities necessary to complete the Construction Contract and for coordination of the work of all trades and satisfactory performance of its work. The review by the Consultant is undertaken solely to satisfy Consultant's obligations, if any, to the Client and shall not give rise to any claim by the Contractor or other parties against the Consultant or Client.

### 12. ELECTRONIC DATA

Since the Consultant developed the CAD symbols, details, sections, specifications, notes and related data at its own expense, it is expressly understood that Client may not modify or use these symbols, drawings or blocks provided on other projects, or provide them to other parties.

### 13. LIMITATIONS OF SCOPE

It is understood that Consultant has not been retained or compensated to provide design, construction review, or any other services relating to the means or methods of operation and/or safety precautions of any construction contractor or subcontractor who may work on the project.

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that Client's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

## GENERAL CONDITIONS

The Client understands and acknowledges that in the remodeling or rehabilitation of existing structures, certain design and technical decisions are made on assumptions based upon readily available documents and visual observation of existing conditions. Unless specifically directed in writing by the Client, the Consultant shall not perform or have performed any destructive testing in order to ascertain its actual condition. In the event that the Consultant's assumptions, made in good faith, prove to be incorrect, the Client agrees that the Consultant shall not be held responsible for any additional work or costs required to correct any ensuing problems based upon such assumptions.

### 14. RECORD DRAWINGS

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. Consultant is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

### 15. DUTY

Notwithstanding any other provision in this Agreement to the contrary, nothing herein contained shall be construed as: 1) Constituting a guarantee, warranty or assurance, either express or implied, that the services performed by Consultant will yield or accomplish a perfect outcome for the project; or 2) Obligating the Consultant to exercise professional skill or judgment greater than that which can reasonably be expected from other Consultants under like circumstances; or 3) An assumption by the Consultant of the liability of any other party, or an assumption of any responsibilities of any kind relating to safety issues on the Project.

### 16. LEGAL EXPENSES AND FEES

In the event of any arbitration or legal suit or action, including any appeals therefrom, brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amount for investigation costs, attorneys' fees, and expert witness fees, as may be set by the panel or court. This agreement shall be governed by the laws of the state of the Project.

### 17. TERMINATION

This agreement may be terminated by either party by giving ten (10) days' written notice in the event of a failure to perform in accordance with the terms of the agreement by the other party. Either party may terminate this agreement in its sole discretion upon ten (10) days notice. If this agreement is terminated, Consultant shall be paid for services performed and reimbursable expenses to termination date.

### 18. AUDIT

Consultant's records shall be open to inspection and audit and/or reproduction during normal working hours by Client's agents and authorized representatives to the extent necessary to adequately permit evaluation and verifications of any invoices, payments or claims submitted by Consultant or any of its payees pursuant to the execution of this Agreement for a period of three years after date of final payment by Client.

### 19. FEDERALLY FUNDED PROJECTS

To the extent that federal funds are involved in the Project, Consultant agrees to comply with all required and applicable federal requirements.

### 20. ENTIRETY OF AGREEMENT

This constitutes the entire Agreement between the parties, supercedes all prior or contemporaneous agreements and shall not be amended except by a document signed by the parties.

## **Parks Activity Report, May / June 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 25<sup>th</sup> 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,**

Work on the Aquatic Center Aermec modifications is progressing. We have not shut down the facility to accomplish this. I would say it is about 85% complete. Most electrical and plumbing has been completed. There is still some electrical and pipe insulation to complete. We are now waiting for a waterproof enclosure for the VFD's, last part of June is what Triplett Wellman has notified me of. Then there is the testing.

### **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 was not successful.

### **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 May 23 with all entities involved with the rail crossing - ODOT ROW, Rail, City, County and PGE. I have received a proposal from Wisser rail for engineering services related to the Rail crossing that I would like to have approved. We went with wisser because of his knowledge of the Rail crossing from a Diagnostics meeting with the City of Newberg and involvement with ODOT. The City of Newberg has provided \$25,000.00 for engineering services for this section of the project and has waived all fees associated fees for the project. Plan set is currently at 60% Design.

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. We finally received notice from FEMA that their model was not conclusive and will have to provide our own Hydraulic model (with FEMA's approval) to understand the flood/hydraulic conditions of the creek, since this can affect the layout/elevation/design of the bridge and the abutments. NV% has stated that they can do this within the scope of their contract. We will be submitting the land use and moving forward once this is complete.

We have received some preliminary designs of the Renne field conversion from natural to synthetic turf which were handed out last minute of the April BOD meeting. We have engaged in some preliminary discussions with Doug Rux, as far as land use:

*"The use (sports field) is permitted in the zone (R-2), but there are no specific regulations that he could think of that would apply. Because it's converting from pervious to impervious, however, he thought it would need some sort of Design Review."*

I have included those attachments for your review.

#### **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. I provided a field trip with the group to visit the Bob & Crystal Rilee Park to show them a portion of what CPRD has been developing. There were many ideas that came out from that field trip-grant writing, mapping, signage

#### **Parks & Golf**

Golf Course Coordinator has been relieved of his duties as of the 24<sup>th</sup> of May. Searching for a replacement. Bryan's crew and \Parks crew have stepped up to maintain the course. The other full time person at the Golf course resigned to move to another job. Our Parks District Team has spent many man hours to bring the course back up to our standards.



<u>Park Name</u>	<u>Hours worked</u>	May 19-June 16
Armory	38.00	
Billick/Dundee	10.00	
CAFC	96.00	
Cultural Center	32.00	
Chehalem Valley M.S	10.50	
College	4.00	
Community Center	8.00	
Crabtree	12.00	
Crater Ballfields	72.00	
Dundee River Park	3.00	
Elliott Road	18.00	
Ewing Young	22.00	
Falcon Crest Park	6.00	
Fortune Park	6.00	
Friends Park	22.00	
Tom Gail Park	16.00	
Gladys Park	14.00	
Chehalem Glenn G.C.	792.00	
Herbert Hoover Park	20.00	
Jaquith Park	54.00	
Jaquith Ball Fields	60.00	
Memorial/Scout House	2.00	
Mountainview	0.00	
Oak Knoll Park	8.00	
Oaks Park	12.00	
Other District Land	8.00	
Pre-School	17.00	
Pride Gas	0.00	
Renne Fields	8.00	
Rilee Park	96.00	
Rotary Park	8.00	
Sander Park	4.00	
Schaad Park	12.00	
Scott Leavitt Park	4.00	
Senior Center	32.00	
Spring Meadow	12.00	
Waste Mngt	19.00	
vacation/holiday/sick/comp	216.00	
Wilsonville Property	60.00	
Youth Building	6.00	
	<u>Total</u>	1839.50

### **Aquatic & Fitness Center**

- Facility remained open 7 days a week
- We are really seeing new people here more and more

### **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**

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

### **Facility Building maintenance**

- February 3<sup>rd</sup> 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, but we now have a replacement yellow robot for the big gray robot. Back to having 2 robots again.
- Tentative dates have been 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.
- A new camera was installed on the basketball court so we can see what goes on there. The view on the video screen is an odd view and difficult to see unless you open the camera on the video feed. We need this camera to help us view the back doors. Young kids keep letting their friends in those back doors. A request for an alarm on those doors was made.

### **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**

- Swim lessons Session 4 in May were full classes. Private lessons were ongoing with Jason Hunter who we hired to help us with them. He has been able to help out close to 10-12 families with private lessons. We are very grateful.
- Gaston School sent their 2<sup>nd</sup> graders in for swim lessons. They started in the water April 26<sup>th</sup> and went through May. This is the first time back for them since COVID.

- 5 rock Ranch came in the month of May for swim lessons as well as a 2 hour fun swim.
- Boy scouts troop 199 had 5 lessons in the month of May to help them pass their swim skills.
- Management was able to figure out how many instructors we would have for summer lessons. We then built a summer lesson schedule for 10 weeks of lessons. They were put into Activenet and went live for patrons to enroll into on May 16<sup>th</sup>.
- Our private lesson list for summer is now 6 pages long.

### **Clubs/Teams**

- Chehalem Swim Team's practices continued for the month of May.
- Club Polo continued their practices in May.
  - May 7-8, polo hosted a tournament at our facility. It was a successful event.

### **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.
- Staff who were away at colleges that ended in May came back to us for the summer.
- Pulled from any lifeguard staff we could to help us during a 5 week period (May 23 – June 25). We still ended up having to close the leisure side of the pool during 5:15 am – 9:00am on Tuesday and Thursday until high school students are out of school and can help with opening shifts.
- Our lifeguard team is cohesive and working together as a team. Prime example was a code red during senior swim on May 30<sup>th</sup> (Holiday, Management was off). A man lost consciousness and fell on deck, hit his head and 911 was called. Lifeguard on duty took care of the patron along with an off duty police officer (Swim lesson parent). Management was notified, but did not need to come in. Staff handled it like they were trained to and the man is recovery fine after receiving stitches at the hospital. Senior swim went on without a hitch due to a second guard who stayed on deck guarding.

### **Rentals & Special Events**

- Private Leisure Pool Parties
  - We had eight weekend pool rentals in May, including several classroom rentals. If there is a polo tournament or a swim meet on the weekends, I cannot schedule any pool rentals due to not having enough staff to cover both events. Currently it's one or the other.
- Country Faith Christian Academy used our gymnasium for school PE during the month of May.
- May 11<sup>th</sup> we set the back patio up for summer and rentals.
- Called to get the Aquatic Center on the GFU serve day list for September 14<sup>th</sup>. The GFU swim team is sent to us to help clean and organize our entire facility on that day.

### **Management Projects**

- Manager has monitored patron check-ins all month of May to make sure that expired memberships are being caught and taken care of. Less and less insurance issues are popping up.

- 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.
- Figured out what summer camps and classes we are offering in the summer here at the Aquatic Center. We will host Youth and Adult Fencing classes, Babysitting training, Lifeguard Training, Jr. Lifeguard Camp and Jr. Water safety camp.
- Helped with afternoon swim lessons on Tuesday & Thursday (Gaston & 5 Rock) throughout May since no lifeguard was available at that time. Guarded from the deck to keep everyone safe.
- Kept up with the ordering of Janitorial supplies and made sure we have everything in stock.

#### Financial Reports

- Detailed May financial reports are attached.
- The pool is running in the black for the third month in a row. Revenue is higher than expenses and we are on target to surpass our projected revenue for this fiscal year.

<b>EXPENDITURES Yr to Date '21/22</b>	<b>REVENUE Yr to Date '21/22</b>
\$754,134.30 Raw value	
\$108,833.55 Fringe benefits	
\$862,967.85 Total expenditures with fringe benefits	\$904,324.60 Projected Revenue = \$933,700.00
<b>Difference between Expenditures &amp; Revenue</b>	<b>\$41,356.75</b>

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

Activity Financial Report - May-2022		Department - Aquatics 451					
Facility Open		May '21	May '22	Yr to Date '20/21	Yr to Date '21/22	Year End 20/21	Est June 21/22
<b>EXPENDITURES</b>							
<b>Aquatics - 451:</b>							
<b>Personnel Services</b>							
Aquatic Supervisor	\$1,533.44	\$1,669.79	\$16,553.63	\$17,959.48	\$18,161.41	\$18,087.06	\$20,363.00
Admin Coordinator 451.110032					\$503.70		
Secretary I					\$27,906.97		
Secretary II					\$21,614.91		
Aquatic Coordinator	\$3,761.48	\$4,068.58	\$44,126.20	\$43,485.74	\$44,146.56	\$47,887.68	\$47,632.00
Aquatics Specialist	\$3,090.66	\$3,347.24	\$36,244.26	\$35,764.16	\$35,985.33	\$38,978.32	\$39,188.00
Guards	\$7,061.38	\$10,681.81	\$85,280.96	\$149,300.86	\$146,903.66	\$96,234.31	\$189,202.00
Cashiers					\$62,866.10		
Instructors	\$2,967.56	\$3,547.17	\$18,519.35	\$52,050.08	\$45,056.24	\$22,257.76	\$75,978.00
Coaches					\$725.34		\$1,540.00
Group Fitness Instructors	\$656.28	\$1,248.62	\$7,115.44	\$10,081.61	\$10,725.12	\$8,135.43	\$13,684.00
Personal Trainer	\$382.50	\$130.70	\$1,337.17	\$3,029.59	\$866.75	\$1,541.17	\$4,375.00
FC Monitor	\$1,545.70	\$1,622.14	\$28,312.58	\$15,118.00	\$5,211.29	\$29,656.44	\$18,952.00
Lead Guard	\$371.56	\$467.65	\$4,296.77	\$6,298.95		\$4,835.35	\$31,595.00
<b>Total Personnel Services</b>	\$21,370.56	\$26,783.70	\$241,786.36	\$333,088.47	\$420,673.38	\$267,613.52	\$442,509.00
<b>Materials &amp; Services:</b>							
Office Supplies	\$305.61	\$227.45	\$4,086.78	\$4,054.04	\$4,524.37	\$4,220.66	\$5,510.00
Postage Supplies	\$16.76	\$4.06	\$111.91	\$200.41	\$273.40	\$131.97	\$450.00
Program Supplies	\$934.89	\$18.99	\$12,027.60	\$15,464.76	\$12,627.25	\$16,357.60	\$15,520.00
Small Tools			\$75.86			\$75.86	
Chemical & Agricultural Supplies	\$2,989.49	\$2,933.63	\$25,987.82	\$37,471.15	\$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					\$57.25		\$625.00
Brochure							\$1,450.00
Flyers	\$77.38	\$56.05	\$620.56	\$942.95	\$1,318.30	\$676.61	\$4,850.00
Professional Dues	\$129.95	\$264.50	\$3,982.81	\$3,503.35	\$3,487.28	\$4,163.75	\$4,980.00
Conference/Workshops			\$179.04	\$328.00	\$902.50	\$179.04	\$1,450.00
Staff Mileage			\$10.26		\$270.28	\$82.61	\$350.00
Staff Expenses			\$1,388.81	\$202.22	\$673.69	\$1,396.79	\$1,000.00
<b>Utilities:</b>							
Electricity	\$29,406.19	\$15,770.84	\$192,431.25	\$164,429.87	\$232,937.77	\$224,768.44	\$274,500.00
Natural Gas	\$6,306.72	\$7,830.07	\$37,769.02	\$62,452.76	\$12,494.45	\$47,457.38	\$24,650.00
Water/Sewer	\$2,607.94	\$926.87	\$35,461.74	\$9,015.50	\$48,717.38	\$46,854.56	\$53,042.00
Telephone	\$290.11	\$444.65	\$4,073.47	\$6,796.54	\$4,089.38	\$4,376.92	\$4,200.00
Fees (activenet/bank/cc)	\$3,132.81	\$6,144.73	\$23,740.44	\$61,563.93	\$50,894.60	\$31,981.15	\$62,625.00
Internet & Communication			\$1,350.21	\$642.21	\$393.94	\$1,384.20	\$1,067.00
Data Storage & Backup							\$45.00
Video & Online Photography	\$19.08		\$209.88	\$190.80	\$133.57	\$267.12	\$210.00
Online Advertising				\$32.92	\$82.91		\$262.00
Ground Maint/Repairs							
Program Contracts 451.380.003		\$348.54	\$652.03	\$7,788.22	\$13,531.53	\$403.45	\$22,000.00
Insurance Services			\$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
<b>Total Materials &amp; Services</b>	\$46,216.93	\$34,970.38	\$384,230.11	\$421,045.83	\$460,977.20	\$459,653.90	\$555,811.00
<b>TOTAL AQUATIC EXPENDITURES</b>	\$67,587.49	\$61,754.08	\$626,016.47	\$754,134.30	\$881,650.58	\$727,267.42	\$998,320.00

						\$108,833.55 Fringe benefits			
Activity Financial Report May 2022		\$862,967.85 Total expenditures with fringe benefits							
Facility Open		Department - Aquatics 451							
REVENUE		May '21	May '22	Yr to Date '20/21	Yr to Date '21/22	Year End 19/20	Year End 20/21	Year End 20/21	Est June 21/22
<b>Aquatics - 451:</b>									
451.003 Youth Fitness									
451.004 Gray & Golden	\$52.00	\$104.00	\$276.00	\$1,507.00	\$1,379.00	\$328.00	\$328.00	\$1,655.00	\$1,655.00
451.006 Group Fitness (Studio)	\$72.50	\$280.00	\$302.00	\$1,576.00	\$430.00	\$302.00	\$302.00	\$970.00	\$970.00
451.007/291 Water Exercise	\$126.00	\$64.00	\$1,104.00	\$2,188.00	\$3,624.00	\$1,186.00	\$1,186.00	\$3,960.00	\$3,960.00
451.008 Weight Training	\$1,125.00	\$250.00	\$3,856.00	\$7,644.00	\$22,848.50	\$4,106.00	\$4,106.00	\$12,385.00	\$12,385.00
451.011 Private Swim Lessons	\$1,502.00	\$1,644.00	\$7,909.30	\$39,520.50	\$35,393.00	\$10,206.30	\$10,206.30	\$48,750.00	\$48,750.00
451.012 Optum Fitness Advantage*		\$1,840.00	\$4,316.00	\$13,252.00	\$15,892.00	\$4,316.00	\$4,316.00	\$16,975.00	\$16,975.00
451.013 Water Safety	\$1,760.00	-\$70.00	\$5,745.00	\$1,770.00	\$5,375.35	\$7,489.65	\$7,489.65	\$6,225.00	\$6,225.00
451.014 SilverSneakers - Tivity*	\$175.00	\$223.50	\$1,776.28	\$2,944.00	\$4,291.00	\$2,070.28	\$2,070.28	\$4,250.00	\$4,250.00
451.015 Silver&Fit - ASH*	\$2,637.00	\$6,223.20	\$23,815.12	\$40,713.90	\$59,067.02	\$26,428.12	\$26,428.12	\$62,750.00	\$62,750.00
451.016 Water Polo			\$4,740.00	\$8,807.50	\$16,357.20	\$5,290.00	\$5,290.00	\$18,650.00	\$18,650.00
451.017 GFU		\$11,329.00	\$18,936.00	\$54,092.50	\$39,072.25	\$18,936.00	\$18,936.00	\$35,600.00	\$35,600.00
451.018 Newberg High School				\$2,706.00	\$812.00		\$1,784.17		
451.019 School Districts		\$1,236.00							
451.020 Locker Income									
451.021 Locker Rental									
451.023 Pool Rental	\$1,861.50	\$2,140.00	\$52,870.99	\$31,322.25	\$19,431.00	\$55,774.74	\$55,774.74	\$16,875.00	\$16,875.00
451.024 Classroom Rental		\$963.75	\$150.00	\$9,263.75	\$7,501.01	\$150.00	\$150.00	\$8,995.00	\$8,995.00
451.025 Sauna/Spa		\$432.00		\$1,121.50		\$4,757.10		\$5,490.00	\$5,490.00
451.026 Special Events									
451.027 Repasses		\$209.60		\$637.85		\$339.55	\$339.55		
451.061 Vending				\$11.22	\$25.00	\$480.00	\$480.00		
451.200 Aquatics Misc				\$5,944.19	\$6,024.49	\$2,475.49	\$2,475.49	\$6,500.00	\$6,500.00
451.280 Sales	\$330.00	\$482.00	\$2,109.49	\$25,047.75	\$10,855.95	\$26,678.21	\$26,678.21	\$19,500.00	\$19,500.00
451.281 CST/CVA				\$133,518.50	\$102,088.91	\$56,283.50	\$56,283.50	\$134,325.00	\$134,325.00
451.282 Swim Lessons	\$9,003.50	\$10,697.00	\$38,796.00	\$10,449.00	\$15,525.25	\$24,526.00	\$24,526.00	\$14,775.00	\$14,775.00
451.283 Lap Swim	\$856.50	\$681.00	\$23,112.50	\$86,439.50	\$85,411.00	\$33,598.50	\$33,598.50	\$128,875.00	\$128,875.00
451.284 Public Swim	\$3,158.50	\$9,365.00	\$25,753.50						
451.285 Equipment Rental			\$104,953.58	\$350,477.64	\$284,774.00	\$137,726.88	\$137,726.88	\$308,450.00	\$308,450.00
451.286 Membership Sales	\$13,391.38	\$38,397.40	\$7,926.09	\$18,754.00	\$14,545.50	\$9,818.09	\$9,818.09	\$18,320.00	\$18,320.00
451.287 Weight Room	\$1,119.50	\$2,110.50	\$17,270.50	\$36,424.05	\$32,136.51	\$23,338.50	\$23,338.50	\$38,125.00	\$38,125.00
451.289 Punch Cards - General	\$2,162.00	\$3,501.50							
451.290 Gift Certificates									
451.292 Preschool Swim Lessons									
451.294 SUP Yoga				\$457.50	\$13,512.20			\$1,020.00	\$1,020.00
451.296 Patio Rental		\$100.00		\$150.00	\$3,999.75			\$4,750.00	\$4,750.00
451.297 Facility Rental									
451.293/425 Basketball Court	\$25.00	\$1,015.50	\$1,548.50	\$14,158.50	\$11,663.75	\$1,694.00	\$1,694.00	\$12,150.00	\$12,150.00
451.285/426 Pickleball Court			\$26.00	\$198.00	\$1,429.05	\$26.00	\$26.00	\$1,540.00	\$1,540.00
451.021/427 Volleyball Court					\$403.00			\$350.00	\$350.00
451.428 Sky Track				\$6.50				\$50.00	\$50.00
451.429 Fencing	\$240.00		\$120.00	\$890.30	\$890.30	\$240.00	\$240.00	\$1,440.00	\$1,440.00
451.666 CC Fees					\$555.31				
<b>TOTAL AQUATIC REVENUE</b>	\$39,597.38	\$93,218.95	\$367,544.10	\$904,324.60	\$819,056.28	\$455,590.98	\$455,590.98	\$933,700.00	\$933,700.00





## Adult Sports

June 2022 Activity Report, Department 452

Department 452 Participation Tracking	May 2022	
Activity	Participants	Participant Hours
<b>Total</b>	00	00
Department 452 Financial Tracking	May 2022	
Supervisory Staff Expense	400	
Administrative Staff Expense	275	
Part Time Staff Expense	245	
Material Expense	2820	
<b>Total Expense</b>	<b>3740</b>	
Program Revenue	2890	
<b>Net</b>	<b>(850.00)</b>	
Cost Per Participant	<b>.00</b>	
Cost Per Participant Hour	<b>00</b>	

**Registration for Men's league softball closed on May 25.**

**Nine teams have registered for this season. League games are set to start on June 1**



## Youth Sports

June 2022 Activity Report, Department [453](#)

Department 453 Participation Tracking	May 2022	
Activity	Participants	Participant Hours
Lacrosse	60	1200
Track Club	90	200
Youth Soccer	510	4500
Totals	660	5900

Department 453 Financial Tracking	May 2022	
Supervisory Staff Expense	6300	
Administrative Staff Expense	2810	
Part Time Staff Expense	450	
Program/Materials Expense	6940	
Total Expense	16500	
Program Revenue	19420	
Net	2920	
Cost Per Participant	4.42	
Cost Per Participant Hour	.45	

### Department 453 – Youth Sports

The Youth Lacrosse programs continued playing games on Saturdays in May. We have three boys, and one girls Lacrosse team this season. The track & field club participated in three meets May. The spring soccer program has 42 teams playing games on Monday & Tuesday evenings at the Darnell Wright sports complex.

Registration has opened for the nine CPRD summer sports camps.



May 2022 Board Reports.  
 Departments  
 454 Recreation  
 455 Care  
 456 Senior Center  
 457 Community School  
 474 Preschool

<b>454- Recreation</b>	
Supervisory Staff Expense	\$695.76
Recreation Coordinator	\$2,135.57
Part Time Staff Expense	\$2,136.98
Fringe	1,973.41
program Expense	\$225.84
Total Expense	\$6,642.38
Revenue	\$14,555.69
<b>455-Care</b>	
Total Staff Expense	\$24,952.45
Total Materials expense	\$4,744.02
Total Expense	\$29,696.47
Revenue	\$52,024.42
<b>456-Senior Center and Facilities</b>	
Recreation Coordinator	\$347.87
Senior Center Specialist	\$3,145.71
Fringe	\$2,837.29
Program & Utilities Expense	\$3,758.15
Total Expense	\$10,089.02
Program Revenue	\$7,160
<b>457-Community School</b>	
Supervisory Staff Expense	\$904.46
Fringe	\$178.49
program Expense	\$144.70
Total Expense	\$1,256.96
Program Revenue	\$1809.18
<b>474- Bonnie Benedict Preschool</b>	
Total Staff Expense	\$4,445.19
Materials Expense	\$492.73
Total Expense	\$4,937.92
Program Revenue	\$3,246.75

**Senior Recreation Programming.**

Pool Cues, China Painters, Pinochle, Crafty Ladies and Gents, The Sawdust Club, Scrapbooking, Pinochle, Foot Clinic, Dominoes, The Elderberry Jam (Choir), Tai Chi. And that is in addition to coordinating the delivery of 80 meals a day to Seniors at home. This place is starting to hop again.

**Recreation and Community School Programming.**

88 registered Gymnastics participants in the month of May and 113 registered for the month of June.

CPRD Special Services and The Newberg School District are collaborating to offer \$50,000 in financial aid to help Newberg/Dundee families participate in CPRD's Summer Enrichment Programs and Classes. These funds are available by a covid relief grants administered through the Oregon Department of Education. We have over 90 summer activities and camps scheduled for Children K-8. You should check them out.

**Pickle Ball Is Great Tournament**

The PIG Chase tournament was held at the Jaquith Tennis Courts on May 13<sup>th</sup> to the 15<sup>th</sup>. Winter was not kind to our tennis courts at Jaquith. The Parks Department invested significant effort towards getting that place tournament ready. A lot of scrubbing and squeegeeing. The Tournament Director spent a lot of time taping out multiple pickle ball courts in order to accommodate the 140 competitors entered. Unfortunately, the wind came and blew all of that tape away the night before the tournament started. The pickle ball association did a nice job resetting the courts and starting the tournament on time. No easy task.

**The CPRD and NDC Newberg Wednesday Market opened in May!!!**

**Respectfully submitted by Matt Compton**

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Golf Activity May

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	22 v 21	% Diff
	12	7	19	13	18	19	22	18				26	15		
Dry Days															
<b>Starts by Category</b>															
Resident	768	643	656	698	711	748	889	960	1149	1173	636	1353	1054	-299	-22.1%
Non Resident	2083	1700	1543	1932	1657	1778	1488	1430	1595	1145	700	1648	992	-656	-39.8%
Group	148	191	47	141	0	99	173	8	10	107	0	0	120	120	100.0%
League	89	83	76	56	46	132	61	43	0	12	0	0	0	0	0.0%
Complimentary	311	279	304	270	305	263	254	149	218	289	610	701	553	-148	-21.1%
Misc/Promotional	734	699	590	325	935	1356	884	1091	1355	1312	1556	1574	1283	-291	-18.5%
<b>Total Starts</b>	<b>4133</b>	<b>3595</b>	<b>3216</b>	<b>3422</b>	<b>3654</b>	<b>4376</b>	<b>3749</b>	<b>3681</b>	<b>4327</b>	<b>4086</b>	<b>3502</b>	<b>5276</b>	<b>4002</b>	<b>-1274</b>	<b>-24.1%</b>
<b>Revenue</b>															
Green Fees	\$ 94,354	\$ 77,458	\$ 73,157	\$ 71,248	\$ 72,443	\$ 85,044	\$ 71,872	\$ 68,125	\$ 81,974	\$ 77,131	\$ 76,327	\$ 121,603	\$ 92,256	\$(29,347)	-24.1%
Driving Range	\$ 8,826	\$ 8,961	\$ 8,490	\$ 8,318	\$ 7,311	\$ 9,507	\$ 8,106	\$ 9,001	\$ 10,350	\$ 9,034	\$ 5,221	\$ 14,688	\$ 14,021	\$ (667)	-4.5%
Rentals	\$ 28,302	\$ 22,847	\$ 21,029	\$ 20,894	\$ 20,329	\$ 23,159	\$ 25,840	\$ 27,757	\$ 28,017	\$ 25,228	\$ 15,546	\$ 40,173	\$ 27,844	\$(12,329)	-30.7%
Golf Shop	\$ 12,600	\$ 10,648	\$ 9,083	\$ 11,956	\$ 6,728	\$ 9,102	\$ 7,293	\$ 9,322	\$ 8,670	\$ 8,886	\$ 6,511	\$ 12,460	\$ 9,555	\$(2,905)	-23.3%
Snack Bar	\$ 20,556	\$ 16,470	\$ 14,238	\$ 13,919	\$ 13,362	\$ 23,426	\$ 15,439	\$ 17,099	\$ 19,130	\$ 17,894	\$ 6,107	\$ 20,610	\$ 15,236	\$(5,374)	-26.1%
Instruction	\$ 1,350	\$ 653	\$ 1,375	\$ 505	\$ 1,760	\$ 4,598	\$ 5,137	\$ 1,610	\$ 225	\$ -	\$ -	\$ 465	\$ 330	\$(135)	-29.0%
Miscellaneous	\$ 2,189	\$ 1,791	\$ 3,750	\$ 3,733	\$ 7,053	\$ 3,124	\$ 1,779	\$ 6,813	\$ 2,932	\$ 4,843	\$ 54,640	\$ 65,861	\$ 74,301	\$ 8,440	12.8%
<b>Total Revenue</b>	<b>\$ 168,177</b>	<b>\$ 138,828</b>	<b>\$ 131,122</b>	<b>\$ 130,573</b>	<b>\$ 128,976</b>	<b>\$ 157,960</b>	<b>\$ 135,466</b>	<b>\$ 139,727</b>	<b>\$ 151,298</b>	<b>\$ 143,016</b>	<b>\$ 164,352</b>	<b>\$ 275,860</b>	<b>\$ 233,543</b>	<b>\$(42,317)</b>	<b>-15.3%</b>
<b>\$ per Start</b>															
Green Fees \$ per Start	\$ 22.83	\$ 21.55	\$ 22.75	\$ 20.82	\$ 19.83	\$ 19.43	\$ 19.17	\$ 18.51	\$ 18.94	\$ 18.88	\$ 21.80	\$ 23.05	\$ 23.05	\$ 0.00	0.0%
Driving Range \$ per Start	\$ 2.14	\$ 2.49	\$ 2.64	\$ 2.43	\$ 2.00	\$ 2.17	\$ 2.16	\$ 2.45	\$ 2.39	\$ 2.21	\$ 1.49	\$ 2.78	\$ 3.50	\$ 0.72	25.8%
Rentals \$ per Start	\$ 6.85	\$ 6.36	\$ 6.54	\$ 6.11	\$ 5.56	\$ 5.29	\$ 6.89	\$ 7.54	\$ 6.47	\$ 6.17	\$ 4.44	\$ 7.61	\$ 6.96	\$(0.66)	-8.6%
<b>Golf Revenue \$ per Start</b>	<b>\$ 31.81</b>	<b>\$ 30.39</b>	<b>\$ 31.93</b>	<b>\$ 29.36</b>	<b>\$ 27.39</b>	<b>\$ 26.90</b>	<b>\$ 28.23</b>	<b>\$ 28.49</b>	<b>\$ 27.81</b>	<b>\$ 27.26</b>	<b>\$ 27.73</b>	<b>\$ 33.45</b>	<b>\$ 33.51</b>	<b>\$ 0.07</b>	<b>0.2%</b>
<b>Golf Shop \$ per Start</b>	<b>\$ 3.05</b>	<b>\$ 2.96</b>	<b>\$ 2.82</b>	<b>\$ 3.49</b>	<b>\$ 1.84</b>	<b>\$ 2.08</b>	<b>\$ 1.95</b>	<b>\$ 2.53</b>	<b>\$ 2.00</b>	<b>\$ 2.17</b>	<b>\$ 1.86</b>	<b>\$ 2.36</b>	<b>\$ 2.39</b>	<b>\$ 0.03</b>	<b>1.1%</b>
<b>Snack Bar \$ per Start</b>	<b>\$ 4.97</b>	<b>\$ 4.58</b>	<b>\$ 4.43</b>	<b>\$ 4.07</b>	<b>\$ 3.65</b>	<b>\$ 5.35</b>	<b>\$ 4.12</b>	<b>\$ 4.65</b>	<b>\$ 4.42</b>	<b>\$ 4.38</b>	<b>\$ 1.74</b>	<b>\$ 3.91</b>	<b>\$ 3.81</b>	<b>\$(0.10)</b>	<b>-2.5%</b>
<b>Concession Revenue</b>	<b>\$ 8.02</b>	<b>\$ 7.54</b>	<b>\$ 7.25</b>	<b>\$ 7.56</b>	<b>\$ 5.50</b>	<b>\$ 7.43</b>	<b>\$ 6.06</b>	<b>\$ 7.18</b>	<b>\$ 6.42</b>	<b>\$ 6.55</b>	<b>\$ 3.60</b>	<b>\$ 6.27</b>	<b>\$ 6.19</b>	<b>\$(0.07)</b>	<b>-1.2%</b>
<b>Total Revenue \$ per Start</b>	<b>\$ 40.69</b>	<b>\$ 38.62</b>	<b>\$ 40.77</b>	<b>\$ 38.16</b>	<b>\$ 35.30</b>	<b>\$ 36.10</b>	<b>\$ 36.13</b>	<b>\$ 37.96</b>	<b>\$ 34.97</b>	<b>\$ 35.00</b>	<b>\$ 46.93</b>	<b>\$ 52.29</b>	<b>\$ 58.36</b>	<b>\$ 6.07</b>	<b>11.6%</b>

May weather was pretty bumpy, so revenue was expectedly down from 2021, which had great weather and a record number of rounds played. Other numbers were in line, such as golf revenue per start.

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YTD through May

	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY22 v FY21	% Diff
<b>Starts by Category</b>														
Resident	5547	4648	5088	5732	5039	6321	5964	7149	7480	8098	7992	8477	485	6.0
Non Resident	17549	13115	16384	13727	12708	13045	10572	11537	7310	6551	9883	8666	-1117	-11.0
Group	2843	3164	2487	1708	2192	1964	1756	1221	1642	1301	342	1713	1371	400.0
League	742	538	550	541	634	531	372	327	127	99	0	0	0	0.0
Complimentary	2454	2708	2878	2891	2416	2765	1899	1965	1971	2468	6870	5555	-1315	-19.0
Misc/Promotional	5832	7451	4492	4655	9491	8440	6130	6556	11584	12414	16986	11187	-5799	-34.0
<b>Total Starts</b>	<b>34967</b>	<b>31624</b>	<b>31919</b>	<b>29254</b>	<b>32478</b>	<b>33066</b>	<b>26683</b>	<b>28755</b>	<b>30114</b>	<b>30931</b>	<b>42173</b>	<b>35798</b>	<b>-6375</b>	<b>-15.0</b>
<b>Revenue</b>														
Green Fees	\$ 752,059.00	\$ 702,171.00	\$ 708,355.00	\$ 601,739.00	\$ 679,591.00	\$ 654,380.73	\$ 585,015.00	\$ 609,873.00	\$ 630,023.00	\$ 595,960.00	\$ 802,670.00	\$ 703,745.00	\$ (98,925.00)	-12.0
Driving Range	\$ 79,011.00	\$ 67,395.00	\$ 73,335.00	\$ 62,502.00	\$ 64,218.00	\$ 67,524.00	\$ 56,597.00	\$ 62,844.00	\$ 69,730.00	\$ 49,508.00	\$ 107,812.00	\$ 98,127.00	\$ (9,685.00)	-8.0
Rentals	\$ 232,868.00	\$ 199,299.00	\$ 201,357.00	\$ 170,260.00	\$ 179,543.00	\$ 222,503.03	\$ 186,139.41	\$ 197,191.00	\$ 172,329.00	\$ 132,802.00	\$ 278,056.00	\$ 253,543.00	\$ (24,513.00)	-8.0
Golf Shop	\$ 79,692.00	\$ 71,414.00	\$ 79,356.00	\$ 63,708.00	\$ 72,994.00	\$ 57,232.82	\$ 50,795.00	\$ 58,049.00	\$ 67,270.00	\$ 58,378.00	\$ 92,839.00	\$ 79,458.00	\$ (13,381.00)	-14.0
Snack Bar	\$ 169,619.00	\$ 167,615.00	\$ 137,354.00	\$ 112,908.00	\$ 138,770.00	\$ 148,946.60	\$ 117,125.00	\$ 130,462.00	\$ 136,827.00	\$ 108,922.00	\$ 144,231.00	\$ 142,060.00	\$ (2,171.00)	-1.0
Instruction	\$ 14,397.00	\$ 13,689.00	\$ 14,874.00	\$ 14,683.00	\$ 9,907.00	\$ 7,521.00	\$ 3,010.00	\$ 4,294.00	\$ 6,783.00	\$ 4,114.00	\$ 11,675.00	\$ 14,543.00	\$ 2,868.00	24.0
Miscellaneous	\$ 49,274.00	\$ 47,809.00	\$ 42,229.00	\$ 14,539.00	\$ 19,738.00	\$ (4,747.94)	\$ 20,827.59	\$ 22,541.00	\$ 24,452.00	\$ 71,718.00	\$ 208,930.00	\$ 212,472.00	\$ 3,542.00	1.0
<b>Total Revenue</b>	<b>\$ 1,376,920.00</b>	<b>\$ 1,269,392.00</b>	<b>\$ 1,266,860.00</b>	<b>\$ 1,040,339.00</b>	<b>\$ 1,164,761.00</b>	<b>\$ 1,153,360.24</b>	<b>\$ 1,019,509.00</b>	<b>\$ 1,085,054.00</b>	<b>\$ 1,107,414.00</b>	<b>\$ 1,021,402.00</b>	<b>\$ 1,646,213.00</b>	<b>\$ 1,503,948.00</b>	<b>\$ (142,265.00)</b>	<b>-8.0</b>
<b>\$ per Start</b>														
Green Fees \$ per Start	\$ 21.51	\$ 22.20	\$ 22.19	\$ 20.57	\$ 20.92	\$ 19.79	\$ 21.92	\$ 21.21	\$ 20.92	\$ 19.27	\$ 19.03	\$ 19.66	\$ 0.63	3.0
Driving Range \$ per Start	\$ 2.26	\$ 2.13	\$ 2.30	\$ 2.14	\$ 1.98	\$ 2.04	\$ 2.12	\$ 2.18	\$ 2.32	\$ 1.60	\$ 2.56	\$ 2.74	\$ 0.18	7.0
Rentals \$ per Start	\$ 6.66	\$ 6.30	\$ 6.31	\$ 5.82	\$ 5.53	\$ 6.73	\$ 6.98	\$ 6.86	\$ 5.72	\$ 4.29	\$ 6.59	\$ 7.08	\$ 0.49	7.0
Golf Revenue \$ per Start	\$ 30.43	\$ 30.64	\$ 30.80	\$ 28.53	\$ 28.43	\$ 28.56	\$ 31.02	\$ 30.25	\$ 28.96	\$ 25.16	\$ 28.18	\$ 29.48	\$ 1.30	4.0
Golf Shop	\$ 2.28	\$ 2.26	\$ 2.49	\$ 2.18	\$ 2.25	\$ 1.73	\$ 1.90	\$ 2.02	\$ 2.23	\$ 1.89	\$ 2.20	\$ 2.22	\$ 0.02	0.0
Snack Bar	\$ 4.85	\$ 5.30	\$ 4.30	\$ 3.86	\$ 4.27	\$ 4.50	\$ 4.39	\$ 4.54	\$ 4.54	\$ 3.52	\$ 3.42	\$ 3.97	\$ 0.55	16.0
Concession Revenue	\$ 7.13	\$ 7.56	\$ 6.79	\$ 6.04	\$ 6.52	\$ 6.24	\$ 6.29	\$ 6.56	\$ 6.78	\$ 5.41	\$ 5.62	\$ 6.19	\$ 0.57	10.0
Total Revenue \$ per Start	\$ 39.38	\$ 40.14	\$ 39.38	\$ 35.56	\$ 35.86	\$ 34.88	\$ 38.21	\$ 37.73	\$ 36.77	\$ 33.02	\$ 39.03	\$ 42.01	\$ 2.98	7.0

Down 8% from 2021FY numbers, but up 47% from 2020FY, so the numbers are still way up since covid, just have had such a wet spring that's put a damper on numbers the last few months.

## Bob and Crystal Rilee Park trails concern

Kat Ricker <kricke@cprdnewberg.org>

Thu 6/9/2022 11:19 AM

To: walkersguns@yahoo.com <walkersguns@yahoo.com>

Dear Martin:

In response to your concern and query regarding horse and bike use at Bob and Crystal Rilee Park trails, CPRD has designated the west side for horses and east for bikes. We appreciate your wish for clearer messaging on this. Chehalem Heritage Trails Advisory Committee has recently formed and ranked signage at this park as a top priority. The committee has support and cooperation of staff and Board. We ask your patience as they follow their process. The committee is full of dedicated volunteers who understand the issues there and are committed to improvement. Personal responsibility of trail users regarding trails safety and etiquette are key to success.

Submitted on Thursday, June 2, 2022 - 6:56pm

Submitted by anonymous user: 24.20.187.113

Submitted values are:

First Name martin

Last Name walker

Email [walkersguns@yahoo.com](mailto:walkersguns@yahoo.com)

Question/Comment

what the hell are you guys doing at bob and crystal horse park ? half the park is closed for 2 years and now there are mountain bikes all over. so here is a warning if someone gets hurt because of horses and mountain bikes on the same trails there will be a lawsuit. you have been warned in writing . put up some signs who is allowed where . is that so hard

The results of this submission may be viewed at:

<https://www.cprdnewberg.org/node/7/submission/4164>

--

**Kat Ricker**

*Public Information Director*

*Chehalem Park & Recreation District*

*125 S. Elliott Road*

*Newberg, OR 97132*

*971.832.4222 [cprdnewberg](https://www.cprdnewberg.org) | [Instagram](#) | [Facebook](#)*

**Subject:** RE: Bob and Crystal Riley Equestrian Park riding trails  
**Date:** Thursday, June 9, 2022 at 12:51:55 PM Pacific Daylight Time  
**From:** Ryann Reinhofer  
**To:** Kat Ricker  
**CC:** Casey Creighton, Don Clements

Thank you for replying. I might suggest and encourage adding signage to indicate this "is not an off leash dog park" along with where to go for bikes and where to go for riding horses. Yes, etiquette is very helpful but sadly rare amid the general public.

Sincerely,  
Ryann

**From:** Kat Ricker <kricke@cprdnewberg.org>  
**Sent:** Thursday, June 9, 2022 11:06 AM  
**To:** Ryann Reinhofer <ryann@tbregroup.com>  
**Cc:** Casey Creighton <cCreighton@cprdnewberg.org>; Don Clements <dclements@cprdnewberg.org>  
**Subject:** Bob and Crystal Riley Equestrian Park riding trails

Hello Ryann,

In response to your concern and query regarding horse and bike use at Bob and Crystal Rilee Park trails, CPRD has designated the west side for horses and east for bikes. We appreciate your wish for clearer messaging on this. Chehalem Heritage Trails Advisory Committee has recently formed and ranked signage at this park as a top priority. The committee has support and cooperation of staff and Board. We ask your patience as they follow their process. The committee is full of dedicated volunteers who understand the issues there and are committed to improvement. Personal responsibility of trail users regarding trails safety and etiquette are key to success.

--

**Kat Ricker**  
*Public Information Director*  
*Chehalem Park & Recreation District*  
*125 S. Elliott Road*  
*Newberg, OR 97132*  
*971.832.4222 [cprdnewberg](http://cprdnewberg.org) | [Instagram](#) | [Facebook](#)*

## Bob and Crystal Riley Equestrian Park riding trails

Kat Ricker <kricke@cprdnewberg.org>

Thu 6/9/2022 11:06 AM

To: ryann@tbregroup.com <ryann@tbregroup.com>

Cc: Casey Creighton <ccreighton@cprdnewberg.org>; Don Clements <dclements@cprdnewberg.org>

Hello Ryann,

In response to your concern and query regarding horse and bike use at Bob and Crystal Rilee Park trails, CPRD has designated the west side for horses and east for bikes. We appreciate your wish for clearer messaging on this. Chehalem Heritage Trails Advisory Committee has recently formed and ranked signage at this park as a top priority. The committee has support and cooperation of staff and Board. We ask your patience as they follow their process. The committee is full of dedicated volunteers who understand the issues there and are committed to improvement. Personal responsibility of trail users regarding trails safety and etiquette are key to success.

--

**Kat Ricker**

*Public Information Director*

*Chehalem Park & Recreation District*

*125 S. Elliott Road*

*Newberg, OR 97132*

*971.832.4222 [cprdnewberg](http://cprdnewberg.org) | [Instagram](#) | [Facebook](#)*

**Subject:** RE: website- Bob and Crystal Riley Equestrian Park riding trails

**Date:** Tuesday, June 7, 2022 at 5:12:34 PM Pacific Daylight Time

**From:** Ryann Reinhofer

**To:** Kat Ricker

**CC:** Casey Creighton, Don Clements

Thank you for your reply, much appreciated. I look forward to some direction and insight on the protocol and handling of the riding trails throughout the Bob and Crystal Riley park. I'm on them almost daily and have seen a lot of unfortunate happenings and hope to stave against them in the future.

Sincerely,  
Ryann

**From:** Kat Ricker <kricke@cprdnewberg.org>

**Sent:** Tuesday, June 7, 2022 4:36 PM

**To:** Ryann Reinhofer <ryann@tbregroup.com>

**Cc:** Casey Creighton <ccreighton@cprdnewberg.org>; Don Clements <dclements@cprdnewberg.org>

**Subject:** Re: website- Bob and Crystal Riley Equestrian Park riding trails

Thank you, Ryann. We have received your message and will respond in more detail soon. We appreciate that you reached out with your concerns.

--

**Kat Ricker**

*Public Information Director*

*Chehalem Park & Recreation District*

*125 S. Elliott Road*

*Newberg, OR 97132*

*971.832.4222 [cprdnewberg](http://cprdnewberg.org) | [Instagram](#) | [Facebook](#)*

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**From:** Ryann Reinhofer <[ryann@tbregroup.com](mailto:ryann@tbregroup.com)>

**Date:** Thursday, June 2, 2022 at 6:39 PM

**To:** "[Kricke@cprdnewberg.org](mailto:kricke@cprdnewberg.org)" <[kricke@cprdnewberg.org](mailto:kricke@cprdnewberg.org)>

**Subject:** website- Bob and Crystal Riley Equestrian Park riding trails

Can someone shed light on the "rules" and the "enforcement" resources for the riding trails? Just this week, I've had several run-ins with mountain bikers and they were all on the horse side! I say horse side because the other side of the road has posted "NO HORSES" allowed. I fear it's going to get worse as the weather improves and there's no signage protecting at least one side of the equestrian park.

While I speak up when I run into bikers and thankfully my horses are very well behaved, this doesn't seem to change their behavior and I fear less tolerant horses will bear the negative repercussions of bikes buzzing down hill, around the corner and especially when in groups.

Thank you in advance for any direction on the matter, I've sent emails previously with no reply.

Sincerely,

47

**Subject:** website- Bob and Crystal Riley Equestrian Park riding trails

**Date:** Thursday, June 2, 2022 at 6:39:53 PM Pacific Daylight Time

**From:** Ryann Reinhofer

**To:** Kat Ricker

Can someone shed light on the "rules" and the "enforcement" resources for the riding trails? Just this week, I've had several run-ins with mountain bikers and they were all on the horse side! I say horse side because the other side of the road has posted "NO HORSES" allowed. I fear it's going to get worse as the weather improves and there's no signage protecting at least one side of the equestrian park.

While I speak up when I run into bikers and thankfully my horses are very well behaved, this doesn't seem to change their behavior and I fear less tolerant horses will bear the negative repercussions of bikes buzzing down hill, around the corner and especially when in groups.

Thank you in advance for any direction on the matter, I've sent emails previously with no reply.

Sincerely,  
Ryann

Sent from [Mail](#) for Windows



Concerned citizen,

Kevin Crow

---

**From:** Kat Ricker <kricke@cprdnewberg.org>  
**Sent:** Monday, April 25, 2022 9:08 AM  
**To:** Kevfishin@msn.com <Kevfishin@msn.com>  
**Cc:** Don Clements <dclements@cprdnewberg.org>; Casey Creighton <ccreighton@cprdnewberg.org>  
**Subject:** FW: Leash and dog waste law...

Dear Kevin,

Thank you for contacting CPRD with your concerns. Your message has been received and we take your concerns seriously.

**From:** Kevin Crow <Kevfishin@msn.com>  
**Date:** April 23, 2022 at 7:41:29 PM PDT  
**To:** Casey Creighton <ccreighton@cprdnewberg.org>  
**Cc:** Don Clements <dclements@cprdnewberg.org>  
**Subject:** Leash and dog waste law...

To whom it may concern,

Several months ago, I sent an email expressing concerns over the condition of Falcon Crest Park in Dundee.

I want to say thank you for restoring the play area and cleaning up the open space as requested. However, with that email, I also requested better signage for the dog leash and waste law. We haven't gotten that request fulfilled yet. There is only one sign that is not in an easily noticeable location. People continue to allow their dogs off leash and do not pick up animals' waste, leaving it all over the park. Children and adults alike are constantly subjected to stepping or playing in dog droppings. It's a health hazard not only for people but other dogs that are in the park that obey the laws. It's a constant battle that is undesirable and unsanitary for all.

I have included photos of the two park entrances and the actual location of the signage,( that is deteriorating by the way).

I encourage you to send someone out to the park to better understand the situation visually and in person.

Kind regards,

**Re: Leash and dog waste law...**

Kat Ricker <kricke@cprdnewberg.org>

Thu 6/9/2022 11:10 AM

To: Kevin Crow <kevfishin@msn.com>; Don Clements <dclements@cprdnewberg.org>; Casey Creighton <ccreighton@cprdnewberg.org>

Hello Kevin,

We appreciate your concern. Successful parks are built on users, including pet owners, taking personal responsibility of their animals and effects on property. We communicate proper dog waste disposal rules on signage and other communication outlets and we will continue to do so. Thank you for your interest in the parks and for raising this issue. Your message helps keep our awareness of issues in the forefront.

--

**Kat Ricker**

*Public Information Director*

*Chehalem Park & Recreation District*

*125 S. Elliott Road*

*Newberg, OR 97132*

*971.832.4222 [cprdnewberg](#) | [Instagram](#) | [Facebook](#)*

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**From:** Kevin Crow <kevfishin@msn.com>

**Date:** Wednesday, June 8, 2022 at 10:02 AM

**To:** "Kricke@cprdnewberg.org" <kricke@cprdnewberg.org>, "dclements@cprdnewberg.org" <dclements@cprdnewberg.org>, "ccreighton@cprdnewberg.org" <ccreighton@cprdnewberg.org>

**Subject:** Re: Leash and dog waste law...

Dear Kat,

Following up on your response, "Your message has been received and we take your concerns seriously", statement.

The issue of the dog waste has yet to be resolved and the boldness of pet owners has increased due to lack of action.

I have included graphic photos of dog waste that is increasingly abundant on the park grounds. The signage has not been addressed nor has enforcement of the regulations pertaining to leash and waste laws.

It seems clear to me that this issue has not been taken seriously as you have stated.

I perceive that this issue will continue to worsen, considering nothing is being done. Children are being exposed to this daily, as evident with the photos. Dogs continue to be unleashed and allowed to roam freely at the park.

Regards,

50

Falcon Crest resident,

Kevin Crow



--  
**Kat Ricker**

*Public Information Director*

*Chehalem Park & Recreation District*

*125 S. Elliott Road*

*Newberg, OR 97132*

*971.832.4222 [cprdnewberg](#) | [Instagram](#) | [Facebook](#)*

We tried telling them to /AKA but no action except for

Chatty Cathy,

5/19/22

Dear Board of Directors  
Newberg Pool -

NOT

This is a small matter.

#1 The "sub" water x teacher, Carrie, is SUPER

She puts a lot into her classes +

many focused exercises, lots of variety,  
she's on the deck demonstrating the  
move and alternative moves depending  
on our abilities and motivation.

She's beyond amazing. Such a role model!!

We dread Susie's return. Maybe she's had  
lap band surgery. Same old boring routine  
for years. Extremely poor role model.

She's In the water and we can't see or hear her.  
Nice lady but boring and fat.

Karen isn't much better. Not fat. But  
boring. Same old routine over & over.  
Monotonous. She retired on the job.  
Very nice but not a teacher.

The sub needs to replace these mediocre  
women.

Secondly, three women ruin every single class they attend and we have asked Tara and Wendy to tell them to shut up.

It isn't just a few comments here & there during class, water x.

It is sixty full minutes of TALK,

TALK, TALK. Please come to any 9:15 morning class M-W-F with Karen who doesn't have the backbone to tell them to shut up or any M-W evening water x class.

RUDE  
MOUTH  
MOUTH

Stephanie, big fat blonde from Sherwood (fatest lady in the pool) and her grey haired friend -

Sixty full minutes TALK TALK, TALK, back to the teacher.

And Diane almost as bad -

Please come to those classes & see what absolute rudeness we have to tolerate.

Only Kathleen has the professionalism to tell them to stop talking in class.

# RESOLUTION No. 2022-3835



## A Resolution waiving Planning land use fees, Engineering development fee, Public Improvement Permit fee, and Technology Fees for the Newberg-Dundee Bypass Trail

### Recitals:

1. The Chehalem Park and Recreation District (CPRD) applied to the Oregon Department of Transportation (ODOT) for a 2021 Oregon Community Paths Grant. The grant request was for \$2,600,200 with a 30% local match (\$780,000).
2. The Oregon Transportation Commission awarded the grant in the amount of \$1,820,140 in May 2021.
3. The project is the Newberg-Dundee Bypass Trail.
4. CPRD submitted an American Rescue Plan Act (ARPA) request for \$400,000 to the City that was reviewed by the City Budget Committee on February 23, 2022. The Budget Committee did not award funding on the CPRD request.
5. The City Manager Pro Tem subsequently discussed with the CPRD Superintendent the opportunity of the City taking the lead on designing the S River Street segment of the proposed trail as a contribution to the project. The conclusion of those discussions was the City providing \$25,000 to CPRD towards the design of the S River Street trail segment.
6. CPRD on May 3, 2022 submitted a request to waive all permitting fees associated with development of the Newberg-Dundee Bypass Trail.

### The City of Newberg Resolves as Follows:

1. The Community Development Department land use fees (Type II Design Review, Type II Stream Corridor, and Type II Flood Hazard Permit) and Technology Fee, Engineering Division Land Use Fees Development Review fee and Technology Fee, and the Public Improvement Site Development Permit fee and Technology Fee, the City charges for development and construction of the Newberg-Dundee Bypass Trail from Highway 219 to the intersection of S River Street/E Fourteenth Street are waived and considered part of the match from the City towards development of the project.

///

**Effective Date** of this resolution is the day after the adoption date, which is: June 7, 2022.

**Adopted** by the City Council of Newberg, Oregon, this 6th day of June, 2022.



Sue Ryan, City Recorder

**Attest** by the Mayor this 9<sup>th</sup> day of June, 2022.



Rick Rogers, Mayor



**ACTUARIAL SERVICES AGREEMENT**

**BETWEEN**

**SILVERSTONE GROUP, LLC**

A Nebraska Limited Liability company

**AND**

**CHEHALEM PARK AND RECREATION DISTRICT, OREGON**





503.537.2909  
Fax 503.538.9669  
125 South Elliot Road  
Newberg, OR 97132  
[cprdnewberg.org](http://cprdnewberg.org)

## **May 2022 Highlights for Chehalem Valley Chamber of Commerce Board of Directors**

- The Newberg Wednesday Market season has started for the year and is going strong. This year we have over 70 vendors and a brand new beer/spirits garden. The market is every Wednesday, 4pm–8pm, at 116 S. College St., and will run through September.
- Registration for the Old Fashioned Festival 5K Run/Walk has opened. The run is Sunday, July 31st and is fifteen dollars for each individual. The run will start at Memorial Park (5th & Blain St.), with rolling hills out and back, along 5th street and Dayton Avenue.
- Esports Camps are new this summer. All Esports Camps will take place at the Wheeler Sports Complex inside of GFU's very own Gaming Arena with 20 state-of-the-art MSI gaming PC's as well as 2 full console stations. Each camp week will include free play opportunities where participants can choose from popular game titles like Apex Legends, Fortnite, Rocket League, Halo Infinite, Minecraft, Roblox, Mario Kart, Smash Bros, and more.
- Summer youth sports camps registration has opened up. Camps include sports such as tennis, basket ball, football, track and field, and soccer.
- Summer activities at Chehalem Aquatic & Fitness Center have opened up registration. Activities include swim lessons, youth and adult fencing classes, babysitting training, lifeguard training, Jr. lifeguard training, and Jr. Water Safety Camp.
- CPRD is hiring for several positions, including parks and golf course maintenance, lifeguard, swim instructor, registration clerk, and childcare. Perks of working for CPRD include membership access to Chehalem Aquatic and Fitness Center, Chehalem Glenn Golf Course, and discounts on childcare and recreation activities.



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## Actuarial Services Agreement

THIS ACTUARIAL SERVICES AGREEMENT ("Agreement") is made and entered into effective as of the 15<sup>th</sup> day of June, 2022 (the "Effective Date"), by and between SilverStone Group LLC, a Nebraska Limited Liability company doing business from Omaha, Nebraska, (hereinafter referred to as "Consultant"), and Chehalem Park & Recreation District, Oregon (hereinafter referred to as the "Client").

### WITNESSETH

WHEREAS, the Client maintains several employee benefit plans which are under the general management and administration of the Client.

WHEREAS, subject to the terms and conditions set forth herein, the Client deems it appropriate to engage Consultant to provide certain actuarial services for the plans, and Consultant desires to accept such engagement.

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

1. **Contract for Services.** The Client hereby contracts with Consultant for their services as actuaries to the plans, and Consultant hereby accepts such contract and agrees to provide such services in accordance with this Agreement.
2. **Actuarial Services.** Consultant shall render such services as actuaries to the plans as requested by the Client. Such services shall specifically include, but shall not be limited to, the services described as follows:
  - a. **Actuarial Valuation and Report**
    - i. **Governmental Accounting Standards Board GASB 75**
      - Analyze the data prepared by the Client to assess any inconsistencies and make recommendations for enhancing data quality
      - Measurement of the Present Value of Future Benefits (PVFB) as of the date of compliance with GASB 75
      - Measurement of the Actuarial Accrued Liability (AAL), or Total OPEB Liability, as of the date of compliance with GASB 75
      - Calculation of the Net OPEB Liability as of the date of compliance with GASB 75
      - Calculation of the OPEB Expense for the fiscal year of compliance with GASB 75 which would be the basis for the reported annual cost of the plans for accounting purposes, and



- Schedule of the Deferred Inflows and Outflows of Resources that will be disclosed in the Client's financial reports for the fiscal year in compliance with GASB 75
  
- b. Assist in preparation of the necessary material for the Comprehensive Annual Financial Report to comply with GASB reporting and disclosure requirements. Provide tools or direction in complying with the requirements after engagement is complete.
  
- c. As appropriate and if requested, prepare an analysis on how establishing a trust or equivalent arrangement would affect the interest rate assumption. Timing considerations of establishing the trust should also be considered.
  
- d. As appropriate and if requested, provide recommendations on managing the OPEB liability. This may include changes in benefit design or retiree contributions, including specific recommendations and options.
  
- e. As appropriate and if requested, review and update plan documents and design. Make recommendations as to formalizing informal plans and procedures.
  
- f. General Actuarial Consulting Services  
  
Relating to: (i) administration of the plans; (ii) general trends in actuarial practices; and (iii) changes in federal legislation and regulations, all upon request by the Client.
  
- g. Attendance at Meeting  
  
If requested, the actuary may attend a meeting to review and discuss results of the annual actuarial valuation. We will distribute and discuss a management summary of the valuation at the annual meeting.
  
- h. Additional Valuation Results  
  
At the request of the Client, Consultant will extend the actuarial valuation analysis to determine the effect on annual costs and the funded status of the plans as a result of:
  - a change in actuarial assumptions or actuarial methods
  - a change in eligibility requirements of existing benefit provisions
  - changes in benefit provisions

i. **Report to Auditors/Assisting Auditors**

At the request of the Client, Consultant will respond to the auditor's request for information regarding the annual actuarial valuation and financial disclosures that may be needed to provide the audit confirmation.

3. **Other Consulting Services.** Consultant will provide, at the Client's request, additional consulting services to the plans. These services may include, but are not limited to, (i) additional meetings; (ii) plan design analysis; (iii) merger/acquisitions and impact on the existing plans or the plans of acquired entities; (iv) plan document or plan summary reviews; (v) any other actuarial or administrative consulting services deemed necessary or appropriate by the plans of the Client; (vi) suggestions/recommendations by Consultant.
4. **Actuarial Fees.** As consideration for any of the services set forth in Paragraphs 2 and 3 above, the Client agrees to pay Consultant fees based on any direct expenses, any related travel expenses and hourly time charges based on the time recorded to complete the services and the hourly billing rates for the designated personnel as follows:

Principal Actuary	\$270
OPEB Actuarial Analyst	\$180
Group Medical Consultant	\$300

However, for the 2022 fiscal year valuation, Consultant will guarantee the maximum fees to complete the services set forth in Paragraph 2a and 2b will be no more than \$3,200. The maximum fees will be no more than \$1,200 for services set forth in Paragraph 2g.

Hourly rates for years following 2022 may be increased to reflect trends in hourly rates, but any increase will not exceed 5% for each year following 2022.

5. **Invoices.** Consultant shall provide the Client with quarterly invoices not later than the twenty-fifth (25th) day of the month following each calendar quarter. These invoices shall set forth the amount of fees above for the preceding calendar quarter.

Payment for services must be made within 30 days of receipt of invoice. Payments made subsequent to such period, shall be subject to a late charge and interest at a rate of 5%.

6. **Term.** The term of this Agreement shall commence on the Effective Date, and shall continue through December 31, 2024, unless terminated before that time by the Client. The continuation of the agreement shall be contingent upon the periodic review by the Client of the services being provided by Consultant. This Agreement may be renewed for additional annual periods by mutual written agreement by both parties.



7. **Termination.** The Client may terminate this Agreement at any time, with or without cause, by providing delivery of at least 60 days' advance written notice to Consultant. In the event that the Client exercises its right to terminate the Agreement as provided in this Paragraph 7, Consultant shall be entitled to payment pursuant to Paragraph 5 hereof for services actually rendered to the Client prior to the date of termination.

Consultant may terminate this agreement at any time, with or without cause, by providing delivery of at least 60 days written advance notice to the Client.

8. **Indemnification of the Plans.** Consultant shall defend, indemnify and hold the Client harmless from and against any and all claims, suits, losses, liabilities, costs, damages and expenses, including reasonable attorneys' fees and court costs, suffered or incurred by the Client arising from or as a result of negligence, fraud or willful misconduct by Consultant or any representative, agent or employee of Consultant, or any such party's failure to perform its duties and obligations under this Agreement.

The Client shall defend, indemnity and hold Consultant harmless from and against any and all claims, suits, losses, liabilities, costs, damages and expenses, including reasonable attorney's fees and court costs, suffered or incurred by Consultant arising from or as a result of negligence, fraud or willful misconduct by the Client or any representative, agent or employee of the Client or any such party's failure to perform its duties and obligations under this Agreement.

9. **Insurance.** From and after the Effective Date and continuing throughout the term of this Agreement, Consultant shall, at its sole cost and expense, carry and maintain in full force and effect a professional liability/errors and omissions insurance policy with a policy limit of not less than Fifteen Million Dollars (\$15,000,000), issued by an insurance company. Consultant shall provide the Client with a certificate evidencing such coverage. Consultant shall provide the Client with not less than sixty (60) days prior written notice of any proposed change in the type, coverage or amount of insurance required hereunder.
10. **Access to and Ownership of Files and Information.** Consultant hereby acknowledges and agrees that the Client and the Client's authorized representatives, agents and employees shall have access to and the right to examine, inspect, audit, transcribe and copy during Consultant's normal business hours, any and all accounts, books, documents, records and papers relating to the services provided pursuant to this Agreement. All such examinations shall be at the Client's expense and shall be conducted in a manner which preserves the confidentiality of Consultant's records and business operations.

All intellectual property rights (such as copyrights and trade secrets) relating to materials and information developed by or relating to the plans and disclosed or supplied to Consultant under this Agreement (the "Plans Information") will belong

exclusively to the Client. All intellectual property rights (such as copyrights and trade secrets) relating to Consultant's work product (including all materials and information developed by Consultant in the course of performing services under this Agreement, but excluding Plans Information) ("Consultant's Work") will belong exclusively to Consultant. If personnel of Consultant incorporate into Consultant's Work any information relating to the plans to which Consultant's confidentiality obligations under this Agreement apply, the information so incorporated into Consultant's work will be and remain subject to such confidentiality obligations. Consultant hereby grants to the Client the perpetual and unrestricted right to use, reproduce and incorporate into other work all Consultant's work delivered to the Client under this Agreement for any internal business purpose of the Client.

11. **Confidential Treatment of Plan Files and Information.** Consultant acknowledges and agrees that, in the course of rendering their actuarial services and otherwise performing their duties and obligations hereunder, they shall be provided and entrusted with the safekeeping of certain documents and information relating to the Client and its property and accounts (hereafter referred to as "Plans Files"). All such Plans Files shall at all times during the term of this Agreement and for a period of five (5) years thereafter, be treated by Consultant as strictly confidential and sensitive proprietary business information. Consultant shall maintain commercially reasonable policies and procedures to ensure the confidentiality and safekeeping of such Plans Files and shall not, except in accordance with the express terms of this Agreement or with the prior written consent of the Client, disclose or permit the disclosure of any Plans Files to any person or entity whatsoever other than Consultant's employees, officers and agents directly assigned to provide actuarial services to the plans hereunder, each of which shall be provided with such Plans Files solely on a "need-to know" basis and shall be bound by the confidentiality provisions of this Paragraph 11. The parties hereto acknowledge and agree that the confidentiality provisions set forth in this Paragraph 11 shall not apply to: (i) information which is already known to Consultant prior to disclosure by the Client; (ii) information which is in the public domain or is otherwise generally available to the public; (iii) information which is available to Consultant from third parties, which third parties and information are not subject to non-disclosure obligations to the Client; or (iv) information which is independently developed by Consultant. Furthermore, in the event any court or regulatory order or other service of legal process requires Consultant to disclose information subject to the confidentiality provisions of this Paragraph 11, Consultant, after providing written notice to the Client as soon as reasonably possible after receipt of any such order or service of process, shall be permitted to make any disclosure required by law. Consultant further agrees to cooperate with the Client in responding to any such orders. Consultant acknowledges and agrees that any breach, attempted breach or repudiation of the confidentiality requirements set forth in this Paragraph 11 would produce irreparable harm and injury to the Client and therefore agree that specific performance and/or injunctive relief, in addition to any other remedies available to the Client at law or in equity, shall be



remedies available to prevent the breach, attempted breach or repudiation of this Paragraph 11.

12. **Integrated Agreement; Severability.** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No other prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the parties relating to the subject matter hereof and not embodied in this Agreement, shall be of any force or effect. This Agreement shall not be modified except in a writing signed by all parties hereto. If any provision of this Agreement shall for any reason be held to be invalid, unenforceable, or contrary to public policy, whether in whole or in part, the remaining provisions shall not be affected by such holding.
13. **Governing Law.** The statutes, regulations, and judicial interpretations of the laws of the State of Nebraska shall determine all questions arising with respect to the provisions of this Agreement, except to the extent federal statutes supercede the laws of the State of Nebraska.
14. **Actuarial Personnel.** Consultant shall at all times throughout the term of this Agreement maintain a team of qualified professionals comprised of designated full-time employees/ principals of Consultant who are permanently assigned to monitor, oversee and provide on a daily basis all of the actuarial services to be provided to the plans hereunder, and to receive and address all concerns communicated by the Client. The Client, in its sole discretion, shall have the right to demand the replacement of any individuals assigned to provide actuarial services to the Client hereunder, in which case Consultant shall immediately replace such person(s) with qualified replacements acceptable to the Client in its sole discretion. Consultant shall provide the Client with not less than thirty (30) days advance written notice of any personnel changes or changes in Consultant's management or organizational structure which may have an impact on Consultant's performance hereunder. Consultant shall use its good faith best efforts to minimize any disruption or interference with the actuarial services provided to the Client as a result of any such management, organizational or personnel changes.
15. **Limitation of Liability.** Except for fraud, gross misconduct or willful misconduct by Consultant, its affiliated companies, shareholders, associates or Board members, neither party will be liable to the other party for any indirect, consequential, incidental, special or punitive damages, including but not limited to loss of profit, income or savings, even if advised of such possibility, and neither party's total liability arising out of or related to this proposal for services under any theory of law will exceed the total remuneration payable by the Client, to Consultant in the 12 months before the accrual of the cause of action giving rise to liability.



16. **Dispute Resolution.** Any controversy, dispute or questions arising out of, in connection with or in relation to this agreement, between the Client and Consultant, its affiliated companies, shareholders, associates, or Board members or its interpretation, performance or nonperformance or any breach thereof shall be resolved through mediation before a mediator mutually agreed upon by the parties. In the event mediation fails to resolve the dispute within 30 days after a mediator has been agreed upon or such other longer period as may be agreed to by the parties, such controversy, dispute or question shall be settled by arbitration in accordance with the rules of the American Arbitration Association as applied to Nebraska by a sole arbitrator. Any court having jurisdiction thereof may enter a judgment upon the award rendered by the arbitrator. Each party will advance ½ of the cost for the arbitration. The prevailing party will be entitled to the right to record any judgment in any and all jurisdictions in order to enforce the judgment and an allocation of cost within accordance with the arbitrator's decision.

**IN WITNESS WHEREOF**, the Client and Consultant have duly executed this **ACTUARIAL SERVICES AGREEMENT** effective as of the day and year first above written.

CLIENT:

CONSULTANT:

By: Heidi Smith

By: Neil Elbe

Title: Administrative Coordinator

Title: Principal

Date: 6/15/2022

Date: 6/16/2022

**Addresses**

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

SilverStone Group, LLC  
11516 Miracle Hills Drive, Suite 100  
Omaha, NE 68154



Annual  
GASB 87  
&  
Others

FY11 Our  
Contract copy

# Chehalem Parks and Recreation, OR

Chehalem Parks and Recreation,  
OR  
Newberg, OR  
US

Heidi Smith  
Administrative Coordinator  
hsmith@cprdnewberg.org  
503-803-5291

Reference: 20220405-120214599

Quote created: April 5, 2022

Quote expires: May 31, 2022

Quote created by: Bill Fray

Regional Sales Director

bill.fray@debtbook.com

+1 (407) 463-5117

## Comments from Bill Fray

Quote is for Tier 1, which covers between 6-15 leases. DebtBook is pleased to offer a 10% discount due to the organization being a Pauly, Rogers & Co. client.

## Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
22 Implementation Charge Tier 1 This covers the cost of our full-service implementation process for your organization.	22IT1	1	\$0.00	\$0.00
22 Subscription Charge Tier 1 This represents the annual subscription charge your organization pays for access to the DebtBook platform. There are no additional charges - this covers onboarding, unlimited users, external sharing, support and training.	22ST1	1	\$6,500.00 / year	\$5,850.00 / year after 10% discount for 1 year

## Subtotals

Annual subtotal

\$5,850.00

after \$650.00 discount

**Total \$5,850.00**

## Questions? Contact me



Bill Fray

Regional Sales Director

[bill.fray@debtbook.com](mailto:bill.fray@debtbook.com)

+1 (407) 463-5117

DebtBook

300 West Summit Ave, Suite 110

Charlotte, NC 28203

United States

## ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook (“DebtBook”) is pleased to provide **Chehalem Parks and Recreation, OR** (“Customer”) with the Services subject to the terms established in this Order Form. This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook’s General Terms & Conditions (the “Terms & Conditions”), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

### **Order Details**

Effective Date: 4/6/2022  
Initial Term End Date: 4/5/2023  
Initial Pricing Tier: Tier 1  
Billing Frequency: Annually  
Payment Terms: Net 30

**Services.** Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the initial implementation and onboarding process, DebtBook will provide Customer with the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

**Fees.** DebtBook will charge Customer (1) a one-time Implementation Fee for its Initial Implementation Services and (2) a recurring Subscription Fee for Customer’s ongoing access to the Application Services and Support Services.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer’s applicable Pricing Tier, which is based on the total number and amount of debt and lease obligations outstanding at the time of determination. The Initial Pricing Tier indicated above is based on Customer’s good faith estimate of its total number and amount of debt and lease obligations currently outstanding and will not change during the Initial Term, regardless of (1) the actual number or amount of the Customer’s debt and lease obligations implemented as part of the Implementation Services or (2) any changes during the Initial Term to Customer’s debt and lease obligations.

**Billing.** Unless otherwise provided in the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer’s billing contact indicated below.

**Renewal Term.** The Initial Term is subject to renewal on the terms set forth in the Terms & Conditions. The pricing tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer’s debt and lease obligations outstanding at the time of renewal.

**Termination.** The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

**Entire Agreement.** By executing this Order Form, each party agrees to be bound by (1) this Order Form, (2) the Terms & Conditions, (3) the Incorporated Documents, and (4) any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete “Agreement” between the parties and supersede any prior discussion or representations regarding the Customer’s purchase and use of the Services.

**Intellectual Property.** Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

**Important Disclaimers & Limitations.** EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED “AS IS,” AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

**Notices.** Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

**Non-appropriation.** Notwithstanding anything in the Agreement to the contrary, the parties acknowledge that appropriation of funds is a governmental function which the Customer cannot contractually commit itself in advance to perform, and nothing in the Agreement constitutes such a commitment. The Customer's obligation to pay under the Agreement is contingent on Customer's annual appropriation of funds for such purpose, and the non-appropriation of funding for such purpose in any fiscal year shall immediately relieve both parties of their respective obligations under the Agreement as of the last day for which funds have been appropriated. The Customer will endeavor, on determining that sufficient funds will not be budgeted and appropriated in any fiscal year under the Agreement, to provide DebtBook with written notice within 30 days of such event. Customer may not terminate the Agreement under this paragraph merely for its convenience or to circumvent the requirements of the Agreement.

**Public Records.** DebtBook expressly agrees and understands that Customer's obligations under Section 5 of the Terms & Conditions are subject in all respects to, and only enforceable to the extent permitted by, the Oregon Public Records Law, ORS Revised Statutes (ORS) 192 et seq., and any other similar state or federal laws.

**Authority; Execution.** Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

**FIFTH ASSET, INC., D/B/A DEBTBOOK**

**CHEHALEM PARKS AND RECREATION, OR**

By: Tyler Traudt  
Name: Tyler Traudt  
Title: CEO

By: Heidi Smith  
Name: Heidi Smith  
Title: Administrative Coordinator

**Notice Address**

300 W. Summit Avenue, Suite 110  
Charlotte, NC 28203  
Attention: Chief Executive Officer  
tyler.traudt@debtbook.com

**Notice Address**

125 South Elliott Road  
Newberg, OR 97132  
Attention: Heidi Smith  
hsmith@cprdnewberg.org

**Billing Contact**

Same as above

## DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these "Terms & Conditions") which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

### 1. Definitions.

**"Aggregated Statistics"** means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

**"Agreement"** means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

**"Application Services"** means DebtBook's debt and lease management software-as-a-service application.

**"Appropriate Security Measures"** means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

**"Authorized User"** means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

**"Customer"** means the person or entity purchasing the Services as identified in the Order Form.

**"Customer Data"** means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

**"Customer Terms"** means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

**"DebtBook"** means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

**"DebtBook IP"** means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

**"Documentation"** means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at <https://support.debtbook.com>.

**"Feedback"** means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions for new features, functionality, or changes to the DebtBook IP.

**"Governing State"** means the state in which Customer is located.

**"Implementation Services"** means onboarding and implementation services, including entry of relevant data, as necessary to make the Application Services available to the Customer during the Initial Term.

**"Incorporated Documents"** means, collectively, the Privacy Policy, the Documentation, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

**"Initial Term"** means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

**"Order Form"** means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term, including, in each case, any applicable Order Form Supplement.

**"Order Form Supplement"** means any Order Form Supplement expressly referenced and incorporated by reference into any Order Form.

**"Privacy Policy"** means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

**"Renewal Term"** means any renewal term established in accordance with the terms of the Agreement.

**"Services"** means, collectively, the Application Services, the Implementation Services, and the Support Services.

**"SLA"** means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

**"Support Services"** means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

**"Term"** means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

**"Usage Policy"** means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

## 2. Access and Use.

(a) **Provision of Access.** Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) **Documentation License.** Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) **Customer Responsibilities.** Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) **Use Restrictions.** Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) **Suspension.** Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the

Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. **Service Levels and Support.** Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. **Fees and Payment.**

(a) **Fees.** Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. **Confidential Information.**

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential Information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection



with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party and make a reasonable effort to obtain a protective order; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5, on written request by Customer made within 30 days after the effective date of termination of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of

Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

**8. Indemnification.**

**(a) DebtBook Indemnification.**

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) **Sole Remedy.** SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) **Customer Indemnification.** To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

**9. Limitations of Liability.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

**10. Term and Termination.**

(a) Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

**11. Independent Contractor.** The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

**12. Miscellaneous.**

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) **Amendment; Waiver.** No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as Customer or DebtBook may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) **Marketing.** Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) **State-Specific Certifications & Agreements.** To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) **Execution.** Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

