MARCH 22, 2018 REGULAR SESSIO N 6:00 P.M. CHEHALEM PARK AND RECREATION DISTRICT BOARD OF DIRECTORS REGULAR MEETING CHEHALEM ADMINISTRATION OFFICE 125 S. ELLIOTT ROAD NEWBERG, OREGON

I.	Call To Order
II.	Roll Call
III.	Approval of or Additions to the Agenda
IV.	Approval of Consent Agenda
	A. Approval Minutes Regular Board Meeting February 22, 2018 & March 15, 2018
	Work Session
	B. Approval of Bills Payable
	C. Approval of February Financials
V.	Public Participation
	A. No request at this time
	B. Others not on Agenda
VI.	Action Items/Committee Reports/Board Comments
	A. Approval of Personnel Policies
	B. Approval of Budget Committee
	C. Reports and Comments from Board Members
VII.	Old Business
	A. Updates on Projects
VIII.	From the Superintendent's Desk
	A. Financial Report and Questions
	B. Superintendent's Report
	C. Staff Reports
IX.	Correspondence
	A. Citizens' Comments/Evaluations
	B. Miscellaneous Info
X.	Adjournment

Next meeting is April 26, 2018 Do not forget Budget Committee Meeting April 3, 6pm To:

Board of Directors

From:

Superintendent

Date:

Mardch 19, 2018

Re:

Background information for March 22, 2018 Board Meeting

Number corresponds to Agenda Item

II. <u>ROLL CALL</u> – We need 3 present for the meeting. Please call if you cannot attend. PLEASE REMEMBER MEETING AT THE DISTRICT OFFICE.

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 (5-16) for Regular Meeting Minutes of February 22, 2018 and Work Session on March 15, 2018.

RECOMMENDATION: Approval of Regular Board Meeting Minutes for February 22, 2018 and Work Session on March 15, 2018.

B. Approval of Bills Payable-Bills Payable summary is on page (17-18) for review. I will have copies of all the bills payable for review at the meeting or you may call me for copy.

RECOMMENDATION: Approval of Bills Payable totaling \$452,763.72 General Fund, \$717,124.58 Capital Pool Construction and Loan Fund, \$0.00 SDC Fund, Foundation \$8,790.00.

C. Approval of February Financial – Copies of the Financials will be at the meeting to review. Please call me for a copy if needed. A summary is available on page (19) for review. **RECOMMENDATION**: Approve February Financials.

V. PUBLIC PARTICIPATION

- A. No Request at this time.
- B. Others not on agenda We have no other request at this time.

VI. ACTION ITEMS/COMMITTEE REPORTS/BOARD COMMENTS.

A. Approval of Personnel Policies – Please see pages (20-70) for copies. **RECOMMENDATION:** To approve Personnel Policies

B. Approval of Budget Committee – We advertised the position. We had no applications **RECOMMENDATION**: Appoint Mike McBride to the Budget Committee

C. Reports/Comments from Board Members - Given at meeting.

VII. OLD BUSINESS

A. Update on Projects – Will discuss at meeting. Staff will be present to answer questions. Projects to discuss: Rilee Park, Status of paddle launch, Golf Course third nine design, Trail Development and Master Plans.

VIII. FROM THE SUPERINTENDENTS DESK

A. Financial Report and Questions. The projected ending balance was higher for 2017-18 than 2016-17 in the general fund. We did not have to borrow for the 2017-18 Budget The only debt will be for the golf course, property on the river and pool bond. We are allowed about \$92,400,000.00 in debt. Currently we have about \$35,260,787.00. SDC Beginning balance is slightly higher and revenue is up slightly.

GENERAL FUND SUMMARY

	GENERAL FUND S	UNINIANI	
DESCRIPTION	AS OF 2/28/16-17	AS OF 2/28/17-18	DIFFERENCE
TOTAL EXPENDITURES	\$ 3,723,888.15	\$ 3,716,960.55	<\$ 6,927.60>
TOTAL OPERATION EX.	\$ 2,846,102.73	\$ 3,054,522.22	\$ 208,419.49
TOTAL CAP/AQ/DEV/TRS	\$ 877,785.42	\$ 662,438.33	<\$ 215,347.09>
TOTAL REVENUE	\$ 5,407,738.85	\$ 5,902,578.54	\$ 494,839.69
TOTAL TAXES	\$ 2,591,694.76	\$ 2,683,145.06	\$ 91,450.30
TOTAL FEES & CHARGES	\$ 1,749,172.44	\$ 1,869,619.83	\$ 120,447.39
TOTAL OTHER REVENUE	\$ 43,582.98	\$ 37,674.67	<\$ 5,908.31>
BEGINNING BALANCE	\$ 1,023,288.67	\$ 1,312,138.98	\$ 288,850.31
BALANCE	\$ 1,683,850.70	\$ 2,185,617.99	\$ 501,767.29
District			
	SDC FUND SUMM	ARY	
DESCRIPTION	AS OF 2/28/16-17	AS OF 2/28/17-18	DIFFERENCE

	SDCI	OND DOMINI	INI			
DESCRIPTION	AS O	F 2/28/16-17	AS	OF 2/28/17-18	Γ	DIFFERENCE
BEGINNING BALANCE	\$	274,631.34	\$	347,665.46	\$	73,034.12
INTEREST	\$	1.48	\$	1.39	<\$.09>
CITY OF NEWBERG	\$	126,128.29	\$	294,022.51	\$	167,894.22
CITY OF DUNDEE	\$	3,953.32	\$	21,364.00	\$	17,410.68
COUNTY OF YAMHILL	\$	7,663.25	\$	98,678.24	\$	91,014.99
TOTAL REVENUE	\$	412,377.68	\$	761,731.60	\$	349,353.92
TOTAL EXPENDITURE	\$	8,180.71	\$	550,531.75	\$	542,351.04
BALANCE	\$	404,196.97	\$	211,199.85	\$ <	<192,997.12>
DALANCE	Ψ.	10 1,22 015 1	1: -1-41-			

Please note the operational cost is up. The revenue is up slightly.

- B. Superintendent Report To be given at meeting.
- C. Staff Reports Please see pages (71-78A)

IX. CORRESPONDENCE

- A. Citizens Comments/Evaluations Please see page (78B-78C).
- B. Miscellaneous Information Please see pages (79-116).

X. <u>ADJOURNMENT</u>.

APRIL 26, 2018 IS OUR NEXT SCHEDULED BOARD MEETING.

DO NOT FORGET BUDGET COMMITTEE MEETING APRIL 3, 2018 AT 6:00 P.M.

INDEX

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MISCELLANEOUS INFORMATON	

CHEHALEM PARK AND RECREATION DISTRICT REGULAR BOARD MEETING CPRD Administration Office 125 S. Elliott Road February 22, 2018 MINUTES

- 1. Peter Siderius called the meeting to order 7:06 p.m.
- II. Roll Call
 - Board members:
 - Peter Siderius
 - Bart Rierson
 - Don Loving
 - Mike Ragsdale
 - Lisa Rogers

CPRD Staff:

- Don Clements, Superintendent
- Jim McMaster, Park and Facilities Supervisor
- Mark Martin, Recreation Supervisor
- Lynne Patrick, Recreation and Education Coordinator
- Casey Creighton, Golf Course Grounds Supervisor
- Kellan Sasken, Golf Course Director
- John Bridges, Legal Counsel

Public:

- Mike Morse, Regional Project Manager, Pahlisch Homes, Inc.
- Janis Sanders and John Kester
- David Russ, Mayor of Dundee
- John Stock, Dundee Fire Department
- III. Approval of amended agenda Addition of VI. E. Approval of bids for asbestos removal from the pool, and monument signs for pool; VI. F. Resolution for grant for Friends Park.

Moved

Mike Ragsdale

Second

Bart Rierson

Passed unanimously

- IV. Approval of consent agenda
 - a. Approval of minutes of regular Board meeting January 25, 2018
 With the correction noted by Lisa Rogers that Steve Duchman presented for Triplett Wellman; and also approval of Bills Payable; but not the January financials. That is tabled.

Moved Don Loving Second Bart Rierson

Passed unanimously

b. Approval of bills payable (See A - approved)

c. Approval of January financials (See B – not approved)

V. Public participation

A. Discussion on development – Request from Pahlisch Homes, presented by Mike Morse, to waive SDC charges on proposed development within the Springbrook Master Plan (between Aspen Way and College St.) in exchange for dedicating parks to CPRD, to be located along the Hess Creek corridor. Discussion on prices of housing units proposed, percent of SDC charges which would be waived under this request, and whether development proposal would meet minimum green space requirements. Morse requested approval on concept and said more precise data would become available several months from now.

Siderius raised the idea of a trade of CPRD land for Pahlisch Homes constructing a road (this would be subcontracted) to CPRD property off Hwy 219. Legal counsel John Bridges cautioned that prevailing wage

would have to be paid for such work. Morse counterproposed the idea of developing land to become a park.

Bart said he would entertain a proposal and the Board agreed. Morse is

to return.

- B. Discussion brought by Dundee Mayor David Russ, on the City of Dundee request to enter into negotiation to lease the CPRD-owned house on 5th St. in Dundee in order to house three to four volunteer firefighters for the term of six months to a year (interim basis, as CPRD works on developing master plan). Russ noted council has declared its intention to preserving the house. Siderius said the Board has discussed a preliminary plan for this property together with the Dundee city manager, and this idea had not been raised. Clements recommended the Board not approve this; discussion on reasoning (He wants more time to consider this, plus others have expressed interest in using facilities). Ragsdale reminded the Board has long agreed on a public meeting process to explore ideas for using that property, and wants those meetings to take place before any decision is made, even on interim usage. Siderius said the Board would strive to have some answers at the March meeting. Clements said he would meet with Russ and administrators to discuss master plan concepts, and Siderius suggested CPRD may have a joint meeting with Dundee City Council. Siderius directed Clements to try to set up a meeting, and work on development of a master plan.
- VI. Action items/committee reports/Board comments

- a. Staff request from Kellan Sasken for authorization to purchase or lease replacement of cart fleet. Siderius, Ragsdale and Board agreed that this is a staff decision, not a Board decision. Kellan also requested authorization to invite proposals (from three potential golf architects) to design another nine holes to the 18-hole course. Clements reported oral price estimates from three he had
- discussed this with. Clements wanted Board aware. No action necessary.

 b. Scheduling of second special meeting to reassess Board priority projects.

 These will include:
 - i. Chehalem Aquatic and Fitness Center renovation/expansion (complete)
 - ii. Parrett Mt./Bob & Crystal Rilee Park
 - iii. Fun center/bowling alley
 - iv. Sports complex/ballfields

Meeting set for 6 p.m. Wed., March 14.

- c. Report on staff retirements, replacements, and reorganization, by Don Clements. See new organizational chart on page 15, to take effect with/after impending retirements of Recreation Supervisor Mark Martin and Recreation and Education Coordinator Lynne Patrick, both in March; and Parks Supervisor Jim McMaster in June (project basis after that). Reorganization will involve reclassification of various internal, existing staff, and no outside hires. Board thanked them for their service. Discussion on value of hiring potential employees who live in the community.
- d. Personnel Policies update Clements has been updating the existing manual, and provided the Board with hard copies; he recommended the Board review and vote to approve at March meeting.
- e. Jim McMaster requested approval of bids for asbetos removal at aquatic and fitness center.

Motion to approve

Moved

Mike Ragsdale

Second

Bart Rierson

Passed unanimously

f. Jim McMaster requested approval of bids for monument sign (reader board) outdoors at aquatic and fitness center.

Motion to approve bid

Moved

Lisa Rogers

Second

Mike Ragsdale

Aye

Pete Siderius

Nav

Don Loving and Bart Rierson – want bids on full-color,

more modern, graphics version

Passed 3-2

g. Resolution 02-01-18 to apply for grant from Oregon Parks and Recreation Department to develop Friends Park.

Motion to approve

Moved

Mike Ragsdale

Second

Don Loving

Passed unanimously

h. Reports and comments from Board members Don Loving – Portland Golf Show is this weekend

VII. Old business/project updates

- Bob and Crystal Rilee Park Don Loving reported that disc golf representative did attend and speak at advisory committee meeting. Tuesday's meeting was canceled due to weather.
- b. Dundee 5th St. property Don Clements said in Dundee City Council meeting, discussion had focused on house to maintain house as is, interest in the barn, build public restrooms, whether to build a large meeting room, a museum.
- c. Chehalem Paddle Launch Jim McMaster said no update.
- d. Golf course and putting green Putting green is open.
- e. 210 N. Blaine St. and plaza at Chehalem Cultural Center House is finished and is being operated by Newberg Downtown Coalition.

 Ragsdale said CPRD needs to take lead on plaza discussions with Cultural District Board.
- f. Chehalem Heritage Trails development and master plans Clements said he will call County and get on agenda to discuss obtaining landfill property near Rogers Landing.

VIII. From the superintendent's desk

- IX. Financial report Clements said he is still working with Zach Mode on report. Approval has been tabled – See approval of consent agenda.
 - a. Superintendent's report Clements allowed Lynne Patrick to report on USDA equality statement updated.
 - b. Staff reports Mark Martin and Lynne Patrick reflected on their tenure and retirement plans. Casey Creighton thanked Don for his confidence in reclassifying him after McMaster retires. Jim McMaster updated on aquatic center; utility issues underway, and needs for additional staffing. Test fill of leisure pool showed leak; working to find and repair.

x. Correspondence

- A. Citizen comments/evaluations No comments
- B. Miscellaneous Clements included background summary on water reuse history between CPRD and City of Newberg.
- XI. Adjournment 9:18 p.m.

Respectfully Submitted,

Kat Ricker, Public Information Coordinator

Next meeting is scheduled for 6 p.m. Thursday, March 22, 2018 at CPRD Administration Office.

CHEHALEM PARK AND RECREATION DISTRICT SPECIAL WORK SESSION CPRD Administration Office 125 S. Elliott Road March 15, 2018 MINUTES

- Peter Siderius called the meeting to order 6:00 p.m.
- II. Roll Call
 - Board members:
 - Peter Siderius
 - Bart Rierson
 - Mike Ragsdale
 - Lisa Rogers

Absent/Excused

Don Loving

CPRD Staff:

- · Zach Mode, Administrative Coordinator
- Don Clements, Superintendent
- Casey Creighton, Golf Course Grounds Supervisor
- Julie Petersen, Special Services Supervisor

III. Priority Projects Review

- A. Chehalem Aquatic and Fitness Center Discussion and overview of current status; anticipated opening of aquatic wing in May 2018; Phase II/fitness wing renovation to begin immediately after. Bart Rierson supported the idea of an outdoor pool, and reminded the Board of Mike McBride's support of this as well. The Board agreed to keep "the pool" on the list in order to keep outdoor pool in the discussion. Mike Ragsdale recommended that Kat Ricker promote the landscaping of the new facility to the Newberg Graphic. To remain on Priority Projects List
- B. Bob and Crystal Rilee Park The Board wished to know the timeline for the new master plan, when the advisory committee anticipates completion of recommendations. The Board advised Clements to clarify Board expectations and timeline for this with the committee. Don Clements said he would report back to them on this soon. Note that Yamhill County commissioners are expected to decide usage regulations in June. Mike Ragsdale proposed obtaining the approval of the advisory committee by April, for CPRD to hire WHPacific to create the master plan. The Board wants a preliminary report from the advisory committee at the May meeting. Clements agreed to ensure this happens. *To remain on Priority Projects List*

- C. Bowling Alley/Family Fun Center Discussion on local government competing with private sector. Ragsdale objected to this project because of this. Discussion on rumor of Big Al's to build a facility in Sherwood, in Langer Farms Parkway area. To be removed from Priority Projects List
- D. Sports Complex/Ballfields Julie Petersen reported conversationally on usage, demand, need. Ragsdale and Board want specifics on the plan and needs for ballfields:
 - a. Analysis of need
 - b. Number of fields
 - c. Number of Acres
 - d. Cost of maintainance
 - e. Schedule/timeline
 - f. Which sports need what, and which can share

Peter Siderius directed Julie to present such a report at the May Board meeting. Ragsdale said this was his first priority o the list. Zach Mode asked about using land intended for third nine for golf course for ballfields; Ragsdale asked about using Hwy. 219 proposed campgrounds for ballfields; discussion ensued. Possibility of entering into an agreement with Newberg School District on Renne Field usage. *To remain on Priority Projects List*

E. **Property Acquisition** – Board discussed desire for a real estate strategy. Ragsdale wants to identify CPRD needs and demand for properties, and a strategy. Clements agreed to provide the Board an inventory list. Siderius also wanted alternative funding for identified projects to be included on this list. The Cultural District (house on Blaine St.) and SW 5th St. property in Dundee (Sander Estate Park) were discussed; see recommendations in additions to list, below. *To remain on Priority Projects List*

IV. Additions to the Priority Projects List –

- a. Under Property Acquisition and Development:
 - i. Newberg Cultural District (development)
 - ii. Sander Estate Park (development)
 - iii. Paelisch Home subdivision park (proposed)
 - iv. Board policy on parks within new developments, and possible waiving of SDCs.
 - v. Friends Park (proposed) How to use this 7-acre parcel near the airport
 - vi. Ewing Young Park and Trails (development)
- b. Paddle Launch To open again, either on original property, or perhaps the "old mill" property on Wynooski Rd.
- c. Yamhill County landfill property
- d. Neighborhood Parks as a subcategory, to include subdivision parks such as Paelisch Homes.

Siderius directed Kat Ricker to email the Board an updated list of projects before the March 22 Board meeting.

- V. The Board discussed but did not decide whether or not to schedule another meeting on this topic or whether to complete discussion within a regular Board meeting.
- VI. Adjournment 8:10 p.m.

Respectfully Submitted,

Kat Ricker, Public Information Coordinator

Next regular Board meeting is scheduled for 6 p.m. Thursday, March 22, 2018 at CPRD Administration Office.

CPRD Board Priority Projects

Determined in work sessions Feb./March 2018 DRAFT, in no particular order, yet to be ranked

- I. Property Acquisition and Development
 - A. Acquisition
 - i. Paelisch Home subdivision park (proposed neighborhood park)
 - 1. Board policy on parks within new developments, and possible waiving of SDCs.
 - ii. Yamhill County landfill property
 - B. Development
 - i. Ewing Young Park and Trails (improvement masterplan)
 - ii. Bob and Crystal Rilee Park (masterplan)
 - iii. Sander Estate Park (proposed park)
 - iv. Friends Park (proposed neighborhood park)
 - v. Paddle Launch (location TBD)
 - vi. Newberg Cultural District
- II. Chehalem Heritage Trails
- IV. Creation of a campground off Hwy. 219
- V. Golf course and clubhouse
- VI. Sports Complex/Ballfields
- VII. Chehalem Aquatic and Fitness Center (outdoor pool)

Summary and highlights of select CPRD Board priorities For Part II projects discussion

I. Chehalem Aquatic and Fitness Center renovation/expansion (complete) – Projected opening of aquatic wing is spring 2018; renovated fitness wing to open by end of summer 2018.

II. Parrett Mt./Bob & Crystal Rilee Park

The preliminary groundwork is underway toward the development of a master plan for this park.

The seven-member advisory committee meets regularly to discuss the future of this park. The committee will eventually submit recommendations to the CPRD Board of Directors to assist the Board in its decision-making process in developing the masterplan. The schedule for the committee to meet, any term limits, and all bylaws will be determined by the committee. Minutes are posted on the CPRD website. Director Don Loving is Board liaison to this committee, and Matt Compton is staff liaison.

Committee Members

- 1. Regina Shapiro
- 2. Missi Gregg
- 3. Rob Lewis
- 4. Brian Bowman
- Mary Harwood
- 6. Wendy Wente
- 7. Jon Globig

Once this process is completed, CPRD will install new signage, provide new maps, and improve existing trails and/or develop new trails on the property. Meanwhile, the existing trails which the equestrian community is accustomed to remain open for public use.

Background Timeline

I. From Feb. 2014 News Release: Chehalem Park and Recreation District's purchase of Parrett Mountain Farm from the Crystal Dawn Smith Rilee Foundation was completed on Jan. 29, 2014. This transaction is part of the Crystal Dawn Smith Rilee Foundation's larger property donation to CPRD valued at more than \$6 million. The foundation donated over \$6 million worth of land to CPRD in exchange for a \$280,000 purchase price for the 327 acres of property on Parrett Mountain.

II. A public meeting was held on Jan. 20, 2016 announcing the conditional use permit for this park; that permit is up for review by the county again in June 2018.

Note: Tualatin Valley Fire and Rescue has been actively participating in these meetings for discussion on issues related to fire prevention and control.

III. News Release March 4, 2016

Start of planning work at Bob and Crystal Rilee Park

Chehalem Park and Recreation District has hired WH Pacific to develop the master plan for Bob and Crystal Rilee Park on Parrett Mt. The master plan will determine how the District will use the property, from trails to event facilities. Developing the master plan is a progressive process which will take an estimated year to complete. Public input will be sought at various stages throughout.

The first stage of the work is WH Pacific will evaluate the property in order to ensure that natural resources will not be harmed.

WH Pacific, Inc. is a multidisciplinary planning and engineering firm comprised of landscape architects, civil engineers, scientists and surveyors, with local offices in Portland and Salem.

IV. An informational public meeting was help on Sept. 1, 2016, with WH Pacific presenting an overview of the property based on the Environmental Assessment Report, plus an update on the land use decision regarding changing zoning from agriculture to park.

III. Fun center/bowling alley

While the public desire for such a project as a "family fun center" has consistently scored highly in public polls, and such a project has periodically been discussed by the Board of Directors, no agreement nor action has taken place. The city manager has raised the idea of GFU leading such as project. The CPRD superintendent's opinion is that such a facility would not be economically feasible for this area (through CPRD).

IV. Sports complex/ballfields

Oct. 23, 2014 Board meeting: Mark Martin introduced Cheryl Fletcher from Cal Ripken/Babe Ruth, and reported that he had also discussed with Terry Paskett, CPRD's needs which the proposed usage agreement could meet: Additional fields for Lacrosse, soccer, baseball, middle school sports Middle School track. Martin reported that due to demand, community sports are currently overusing outfields at Crater Park and at Jaquith Park. Discussion followed on benefits, alternatives, and water arrangements. Directors asked again how this would fit into the Eight Priorities the Board has outlined. The Board agreed to table discussion to the next work session, and discuss the priorities and the Veritas proposal.

Since then, this subject has periodically been discussed, but no agreement nor action has taken place. There was discussion of the potential of locating practice fields beneath the bypass bridge off Hess Creek off Wynooski near the retired paper mill; Martin recommended this but no action has taken place.

V. Property acquisition – CPRD continues to acquire property, most recently including property on 5th St. in Dundee (formerly owned by Jan Sanders), and before that, a house on Blaine St., which houses the Newberg Downtown Coalition office. Board discussion has periodically touched on deliberating over the policy, philosophy, priority, plans, and Board guidance of property acquisition, and which projects stand to be replaced in order to direct resources toward land acquisitions.

- Submitted January 2018 by Public Information Coordinator Kat Ricker

GENERAL FUND ACCOUNTS PAYABLE AND PAYROLL UP TO MARCH 14, 2018

CHECK NUMBERS	\mathbf{A}	MOUNT	TYPE CHECKS
113763-113766	\$	655.40	ACCOUNTS PAYABLE
114414-114419	\$	1,111.22	ACCOUNTS PAYABLE
114677-114694	\$	27,292.76	ACCOUNTS PAYABLE
114695-114761	\$	20,200.15	PAYROLL
DIRECT DEPOSIT	\$	35,171.94	PAYROLL
114762-114815	\$	88,734.17	ACCOUNTS PAYABLE
114816-114868	\$	14,417.71	PAYROLL
DIRECT DEPOSIT	\$	32,470.32	PAYROLL
114869-114879 STILL OPEN	GC	LF COURSE CH	HECKS
114880-114921	\$	120,200.69	ACCOUNTS PAYABLE
EFT	\$	112,509.36	WIRE TRANSFER***
*** The wire transfers to Mar 14	. D	oes not include N	March 15, 2018
GRAND TOTAL	\$	452,763.72	
BREAKOUT			
ACCOUNTS PAYABLE	\$	237,994.24	
PAYROLL	\$	102,260.12	
WIRE TRANSFER	\$	112,509.36	

ACCOUNTS PAYABLE FOR SDC FUND

CHECK NUMBERS	AMOUNT	TO WHOM
NO CHECKS ISSUED		

GRAND TOTAL \$ 0.00

ACCOUNTS PAYABLE FOR CAPITAL POOL CONSTRUCTION & POOL BOND

CHECK NUMBERS	\mathbf{A}	MOUNT	TO WHOM
1101	\$	593,034.33	Triplett Wellman
1102	\$	52,523.85	SEA
1103	\$	4,779.00	Carlson Testing Inc.
1104	\$	2.089.35	NW Natural Gas
1105	\$	14,300.00	Contemporary Vision
1106	\$	6,681.36	Anderson Pool Works
1107	\$	38,131.18	SEA
1108	\$	3,244.51	Best Buy
1109	\$	2.341.00	Southern Aluminum
GRAND TOTAL	<u>\$</u>	717,124.58	
BREAKOUT			
CAPITAL POOL CONST.	\$	717,124.58	
POOL BOND DEBT	\$	0.00	

ACCOUNTS PAYABLE FOR FOUNDATION							
CHECK NUMBERS	AMOUNT		TO WHOM				
1093	\$	4,720.00	Pottery Distributors				
1094	\$	2,080.00	Pottery Distributors				
1095	\$	1,990.00	American AED				
GRAND TOTAL	<u>\$</u>	8,790.00					

FINANCIAL OVERVIEW GENERAL FUND SUMMARY

DESCRIPTION	AS O	F 2/28/16-17	AS O	F 2/28/17-18	DIF	FFERENCE
Total Operational Expense	\$	2,846,102.73	\$3	3,054,522.22	\$	208,419.49
Total Capital Outlay & Transfers	\$	877,785.42	\$	662,438.33	<\$	215,347.09>
GRAND TOTAL EXPENSES	\$	3,723,888.15	\$3	3,716,960.55	<\$	6,927.60>
Total Tax Revenue	\$	2,591,694.76	\$2	2,683,145.06	\$	91,450.30
Total Fees & Charges Revenue	\$	1,749,172.44	\$1	,869,619.83	\$	120,447.39
Total Other Revenue	\$	43,582.98	\$	37,674.67	<\$	5,908.31>
Beginning Balance	\$	1,023,288.67	\$1	,312,138.98	\$	288,850.31
GRAND TOTAL REVENUE	\$:	5,407,738.85	\$5	5,902,578.54	\$	494,839.69
		OC FUND SU				
DESCRIPTION	AS O	F 2/28/16-17	AS O	F 2/28/17-18	DIF	FERENCE
GRAND TOTAL EXPENSES	\$	8,180.71	\$	550,531.75	\$	542,351.04
TOTAL REVENUE		137,746.34		414,066.14	\$	276,319.80
BEGINNING BALANCE	\$	274,631.34	\$	347,665.46	\$	73,034.12
GRAND TOTAL REVENUE	\$	412,377.68		761,731.60	\$	349,353.92
	LOAN	SERVICE FU	IND SUM	IMARY		
DESCRIPTION	AS OF	F 2/28/16-17	AS O	F 2/28/17-18	DIF	FERENCE
GRAND TOTAL EXPENSES	\$	474,662.73	\$	598,321.24	\$	123,658.51
REVENUE TRANSFERS	\$	474,662.73	\$	598,321.24	\$	123,658.51
INTREST	\$	264.14	\$	429.88	\$	165.74
BEGINNING BALANCE	\$	30,866.61	\$	31,269.21	\$	402.60
GRAND TOTAL REVENUE	\$	505,793.48	\$	630,020.33	\$	124,226.85
EQUIPMENT.	AND N	IAJOR MAIN	TENANO	CE FUND SUM	IMARY	
DESCRIPTION	AS O	F 2/28/16-17	AS O	F 2/28/17-18	DIF	FERENCE
GRAND TOTAL EXPENSES	\$	0.00	\$	0.00	\$	0.00
TOTAL REVENUE	\$	0.00	\$	0.00	\$	0.00
BEGINNING BALANCE	\$	0.00	\$	0.00	\$	0.00
GRAND TOTAL REVENUE	\$	0.00	\$	0.00	\$	0.00
CAPI	TAL P	ROJECT POO	L FUND	SUMMARY		
DESCRIPTION	AS O	F 2/28/16-17	AS O	F 2/28/17-18	DIF	FERENCE
GRAND TOTAL EXPENSES	\$	2,258,438.67	\$	7,729,055.47	\$	5,470,616.80
GRAND TOTAL REVENUE	\$1	9,444,298.97	\$1	1,878,499.33	<\$	7,565,799.64>
BOND LOAN SERVICE SUMMARY						
DESCRIPTION	AS O	F 2/28/16-17		F 2/28/17-18	DIF	FERENCE
GRAND TOTAL EXPENSES	\$	371,489.37	\$	- 8.29	<\$	371,497.66>
GRAND TOTAL REVENUE	\$	1,154,683.25	\$	1,258,368.43	\$	103,685.18
						356

CHEHALEM PARK & RECREATION DISTRICT

PERSONNEL POLICIES



FEBRUARY 2018

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APPENDIX

Chehalem Park and Recreation District Pay Plan Chehalem Park and Recreation District Pay Scale

Section 3: Repeal Clause

CHAPTER 1 – OBJECTIVES & SCOPE

Section 1: Authority

The Board of Directors of the Chehalem Park and Recreation District (hereafter referred to as "Board of Directors") adopted at its meeting on January 22, 1987, the following personnel policies.

Section 2: Purpose

These policies are adopted to provide for the recruitment and development of the best available employee for each position of the Chehalem Park and Recreation District and to establish orderly procedures for administering the personnel system so as to be consistent with the following principles:

- A. Recruiting, selecting and advancing employees on the basis of their relative ability, knowledge and skill, including open competition of qualified applicants for initial appointment.
- B. Establishing pay rates consistent with the principles of providing comparable pay for comparable work.
- C. Training employees; as needed, to assure high-quality performance.
- D. Retaining employees on the basis of the adequacy of their performance, correcting inadequate performance and separating employees whose inadequate performance cannot be corrected.
- E. Assuring fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, age, religion or handicapped stature.
- F. Establishing a procedure for the presentation and adjustment of employee grievances based on alleged inequitable treatment because of some conditions of their employment, or based on alleged discrimination because of race, color, national origin, sex, age, religion or handicapped status.

G. Assuring employers' protection against partisan political coercion and prohibiting their use of official authority or interfering with or affecting the results of an election or the nomination for an office.

Section 3: Administration

The responsibility for the administration and interpretation of the personnel rules and regulations are vested in the superintendent in accordance with policy guidelines established by the Board of Directors.

<u>Section 4: Employees Subject to Personnel Policies</u>

These policies shall apply to all positions in the personnel system except the following:

- A. Members of the Board of Directors
- B. Members of appointed committees by the Board of Directors and the District's legal counsel
- C. Persons employed to make or conduct a temporary and special inquiry, investigation or examination on behalf of the Board of Directors or a committee thereof
- D. Part-time temporary, full-time temporary or provisional positions unless specifically covered by action of the Board of Directors.
- E. Volunteer personnel who receive no regular compensation from the Chehalem Park and Recreation District
- F. Superintendent of the District

Section 5: Amendment of Policies

These policies may be amended at any regular or special meeting of the Board of Directors by adoption of an appropriate amendment by resolution. Proposed

changes may be initiated by any Board member or the Superintendent and notice of such changes shall be posted in prominent places at least two weeks prior to their consideration by the Board of Directors.

CHAPTER 2 – POSITION CLASSIFICATION PLAN

Section 1: Definition

The classification plan is the systematic grouping of positions in appropriate classes.

- A. A position is a group of currently assigned duties and responsibilities requiring the full or part-time employment of one person. A position may be occupied or vacant.
- B. A class is a group of positions that:
 - (a) has similar duties and responsibilities
 - (b) requires like qualifications
 - (c) can be equitably compensated by the same salary range.
- C. The class title is the official designation or name of the class to which a position has been assigned. It shall be used on all personnel records actions.

Section 2: Maintenance of Plan

- A. It shall be the duty of each Department Supervisor to submit to the Administrative Coordinator new position descriptions for all affected positions each time a department or division under their jurisdiction is permanently or substantially reorganized.
- B. The Administrative Coordinator may require departments or employees to submit position descriptions on a periodic basis or at any time they have reason to believe there has been a change in the duties and responsibilities of one or more positions.

- C. Each time a new class is established, a class specification shall be written and incorporated in the existing organization plan. Likewise, an abolished class shall be deleted from the plan.
- D. Periodically, and not less than once every five years after the adoption of these policies, the Administrative Coordinator shall conduct a general reviews of the organizational plan.

Section 3: Allocation Appeals

If an employee has facts which indicate to them that their position is improperly allocated, they may with the knowledge of their Department Supervisor, requests the Administrative Coordinator to review the allocation of their position. Such request shall be submitted in writing and shall contain a statement of justification. If not resolved to the employee's satisfaction, they may appeal to the Superintendent.

Section 4: Official Copy of the Position Classification Plan

The Administrative Coordinator shall be responsible for maintaining an official copy of the Classification Plan. The official copy shall include a list of class titles and class specifications plus all amendments thereto. A copy of the official plan shall be available for inspection by the public under reasonable conditions during business hours.

Section 5: Amendments to the Position Classification Plan

Each time a new class of positions should be established or a current class of positions abolished, the Administrative Coordinator shall submit their findings to the Superintendent for recommendation to the Board of Directors. The Board of Directors shall determine whether the establishment and/or abolition of a class are in order. Any such change shall be considered an amendment to the plan and must be adopted by resolution of the Board of Directors.

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CHAPTER 3 – SALARY ADMINISTRATION

Section 1: Pay Schedule and Compensation Plan

The Administrative Coordinator, acting in conjunction with the appointing authorities, Superintendent and Board of Directors, shall devise, maintain, periodically amend and promulgate an appropriate Pay Schedule and Compensation Plan which shall be applicable to all positions whose salaries are established on an approved salary range. Each established salary range shall include a minimum and maximum salary rate and each employee affected thereby shall be paid at one of the rates set forth in the plan for the class and position in which they are employed.

Section 2: Entry Salary Rates

The entry salary of any employee, upon initial employment, shall normally be at the minimum step (Step A) of the range for the class to which the original appointment is made. Exceptions may be provided if approved by the Superintendent in the case of:

- A. Shortage of qualified applicants available at the minimum step.
- B. Qualification of the applicant being in excess of the requirements for the class.
- C. Applicants who are under qualified, but who may be capable of meeting the minimum positon requirements within a six to twelve month probationary period.

Section 3: Step Increases

A. Probationary Increases

The first payroll period following the passage of six months, after the date of employment shall be the effective date of any probation salary adjustment. If the probationary period of an

employee is entered in accordance with chapter 6, Section 2 of these rules, the effective date shall be the first payroll period following the expiration of said extension. All part-time and temporary employees will not be affected by any probation period or salary adjustment except as prescribed in Section 3, part 6 of this chapter.

- 2. Employees who receive an acceptable performance rating as certified by a Department Supervisor shall receive a one-step probationary increase effective the date indicated in (1) above. The Administrative Coordinator shall certify a Performance Evaluation Report has been prepared and shall have the authority to grant a one-step probationary increase when all personnel forms have been completed and approved.
- B. Procedure for Awarding Additional Step Increase

All salary employees will be considered for a step increase upon completion of the required time in current steps as follows:

From Step B to C – twelve months in Step B

From Step C to D – twelve months in Step C

From Step D to E – eighteen months in Step D

From Step E to F – Twenty-four months in Step E

From Step F to G – Twenty-four months in Step F

These increases will depend upon the Department Supervisor's approval which is based on performance and record of attendance.

C. Procedure for Awarding Additional Step Increases for Permanent Part-time, Seasonal, Hourly and Temporary Employees

All permanent part-time, seasonal and hourly employees will be considered for a step increase upon completion of the required time and hours in current steps as follows:

From Step A to B-12 months in Step A and 450 hrs. of service

From Step B to C – 12 months in Step B and 450 hrs. of service

From Step C to D - 12 months in Step C and 450 hrs. of service

From Step D to E - 12 months in Step D and 450 hrs. of service

From Step E to F - 12 months in Step E and 450 hrs. of service From Step F to G - 12 months in Step F and 450 hrs. of service

Section 4: Promotions

When an employee is promoted, their salary shall be adjusted to the step of the new range which will affect an increase in salary. Following a promotion, an employee will be eligible to receive salary increases according to Section 3, Paragraph 2 of this chapter.

Section 5: Demotions

When an employee is demoted, their salary shall be adjusted to the step or the new range which will affect a decrease in salary.

Section 6: Transfers

When an employee is transferred they shall be paid at the same step rate they received prior to their transfer. "Transfer" shall mean lateral reassignment of an employee from one position class to another position class within the same pay grade. Completion of probationary period and scheduled merit increase shall not be affected by transfer.

Section 7: Reclassification

The salary of an employee who is reclassified upward shall be adjusted either to the initial salary step of the higher class and range, or by increasing their present salary rate by one step, whichever of these two is greater. Reclassification downward shall be processed in the same manner as for demotions (Section 5). Increment dates for employees who are reclassified upward shall be adjusted to the effective date of such reclassification.

Section 8: General Salary Increases

Upon approval by the Board of Directors, general salary increases may be granted to all employees. No change in increment dates would be affected.

Section 9: Longevity Increases

The purpose of longevity increases is to reward employees who have rendered long and satisfactory service with recent promotion or other advancement, recognizing the fact that in certain fields of work, promotion to higher classes is difficult and infrequent. Eligibility for regular longevity increases shall be determined as follows:

A. First Longevity Increase (Step L-1)

In order to be eligible for this increase, the following conditions must be met:

- The employee must have been on the maximum step of the salary range for his classification for a period of three years.
- B. Second Longevity Increase (Step L-2)

In order to be eligible for the second longevity increase, the following conditions must be met.

- 1. The employee must have been granted a first longevity increase.
- 2. The employee must have served in the Step L-1 for four years subsequent to being granted the second longevity increase.
- C. Third Longevity Increase (Step L-3)

In order to be eligible for the third longevity increase, the following conditions must be met.

1. The employee must have been granted a second longevity increase.

- 2. The employee must have served in the Step L-2 for five years subsequent to being granted their third longevity increase.
- D. Permanent part-time, seasonal and temporary employees are not eligible for longevity Increases (Step L-1 to L-3).

Section 10: Part-time Employment

When employment is on a permanent part-time basis, the appropriate hourly rate of pay shall be paid for the hours worked. Permanent part-time employees who work less than the predominate 40 hours work week but work from month to month and year to year on a permanent part-time basis or less than eight hours in a regular shift shall be eligible for probationary and longevity increase if approved by the Superintendent.

Section 11: Overtime

A. General

The normal work day and work week or work period for all departments shall be established by the Superintendent.

- 1. As a general rule, the requirement for frequent and considerable overtime in a department shall be considered evidence of under staffing or improper organization and shall be subject to review by the Superintendent. The Department Supervisors are responsible for recommending to the Superintendent for approval of any change of hours, shits (to include split shifts) or other measures which will reduce or eliminate overtime for groups or individuals.
- Overtime work shall include only that work performed by employees at the direction of a Department Supervisor or their authorized representative who is approved by the Superintendent which, as a part of a single tour of duty or by reason of a call back, exceeds the number of hours constituting

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- both the established work day and work week or period of the shifts involved.
- 3. All overtime or equivalent time off shall be computed to the nearest one-half hour.
- 4. Records of all overtime worked shall be kept by the Department Supervisors as directed by the Superintendent.
- 5. The Department Supervisors are responsible for assuring required overtime is distributed among their employees on as equitable a basis as the skills of their employees and department needs and the welfare of the employee will allow.

B. Employees to Whom Overtime is Paid

The payment of overtime is required by both federal and state laws. The law requires most employers to pay overtime at the rate of one and half times the regular rate for all hours over 40 in the workweek. There are special overtime requirements for government entities as prescribed by the Oregon Wage and Hour Laws handbook. Where possible salary employees will be given compensatory time off only. Salary employees are Coordinators and above. Some Coordinator positions may be hourly only. These positions will pay overtime. Compensation time may be given at the discretion of the Department Supervisor for supervisory and nonsupervisory personnel and will not accrue on a formal basis as vacation leave. When an employee is terminated all unused time will be forfeited. The Superintendent reserves the right to make exceptions to this rule in unusual circumstances. Compensatory time should never exceed forty hours at any given time, however, it is recognized that for supervisory and professional positions accumulation of compensatory time may often exceed forty hours and is recognized as a natural condition of employment for these positions. Overtime pay at a rate above straight time shall be paid only in unusual situations such as a call back to work or emergencies if approved by the Superintendent.

Section 12: Extra Remuneration

- A. The Department Supervisors and staff will not be allowed to receive extra remuneration from the District without approval from the Superintendent.
- B. Employees being appointed to certain positions requiring professional and/or technical training or experience may be reimbursed for their transportation and/or moving expenses when such expenditures are required to recruit qualified employees as determined by the Superintendent or Board of Directors. A maximum of \$500 in-state and \$1,000 out of state shall be established for reimbursable expenses for moving costs. Any expense above these levels must be approved by the Board of Directors.
- C. Employees required to return to work following the completion of a normal work shift will be paid a minimum of two hours pay. This may require overtime work as defined by federal and state overtime law.

CHAPTER 4 – RECRUITMENT AND SLECTION

Section 1: Recruitment, Applications and Examination

Discrimination in the employment of any person who is an applicant for a position because of race, creed, color, sex handicap, political affiliation or natural origin is prohibited. Any official or employee of the District with information concerning a violation of the provisions of the paragraph may file a complaint alleging discrimination, in writing, with the Superintendent

Section 2: Announcement of Vacant Positions

The Administrative Coordinator shall prepare recruitment notices to publicize vacancies and to assist in locating qualified candidates for vacant positions. Announcements of vacancies shall specify the title and salary range of the vacant position, minimum qualification requirements, manner of making application and final date on which applications shall be received. Such various media of publicity and areas of recruitment shall be used as may be expected to bring notice of vacancies to as many qualified persons as possible and to assure obtaining well qualified applicants.

Section 3: Open Continuous Applications

As a general policy, in order not to lose competent applicants, the District will accept applications at any time, whether or not a vacancy has been announced. As a result of the single application, a candidate shall be considered for all classes of positions in which their principal qualifications might profitable are used.

Section 4: Method of Application and Evaluation

Each applicant for a position within the Chehalem Park and Recreation District shall make an application on a standard application form approved by the Administrative Coordinator. Such forms shall require information covering training, experience and other job related information. The application shall be submitted to the District Office or online. When deemed necessary, the Administrative Coordinator may require the assistance of Department Supervisory personnel in reviewing, evaluating and rating applications and in conducting oral interview ratings of applicants. The Administrative Coordinator shall establish reference and investigation requirements deemed necessary to determine the reputation, competence, honesty, stability, dependability, etc. of each applicant and promotional candidate for a position. Such investigation may include checking arrest records. Applicants selected for a position may be required to undergo a physical examination, at the District expense, prior to employment.

Section 5: Disqualification

The Administrative Coordinator shall remove from further consideration, the application of any applicant who:

- A. Does not possess the minimum job specified qualifications
- B. By reference check, evidences such as unsatisfactory employment or personnel record as to demonstrate unsuitability for employment.
- C. Has made false statements of any material or fact or practiced deception in their application.
- D. Fails to pass a pre-employment physical examination.
- E. Has been convicted and sentenced in any court of competent jurisdiction for a felony or committing a pattern of misdemeanors exhibiting a disregard or lack of respect for the laws of the state, or any State of the United States, during the years immediately preceding the date of the application or upon investigation, is disclosed to have two or more criminal conviction of felonies an any previous time; provided, however, such convictions are deemed to be detrimental to the effective performance of the duties for which they are being considered.

Section 6: Examination Programs and Procedures

The Administrative Coordinator may initiate and install, with the approval of the Superintendent, a suitable examination program for any class of positions, along with procedures to implement such a program. Any written or performance test must be validated as to its ability to test for job performance, and must not be discriminatory as to race, age, sex or cultural factors.

Section 7: Examination Policies

The Administrative Coordinator shall make public announcements of any vacancy for which a competitive examination is to be given. If eligible applicants, or

promotional candidates as appropriate; are already available as a result of previous announcements, or if the vacancy is to be filled by promotion within, no public announcement of the vacancy need be made, but announcement should be placed in prominent places in order to notify employees of promotional possibilities.

Section 8: Eligible Lists

Applicants who are rated "Qualified" or above shall be placed on the eligible list and established by the Administrative Coordinator for that class. Names on the eligible lists shall ordinarily be grouped by the Administrative Coordinator within range categories of examination scores or years of training and experience. The Administrative Coordinator may delete names of those persons no longer available for employment and add names of new eligible applicants to the lists for a period not to exceed six months as necessary.

Section 9: Employment of Relatives

A Department Supervisor or any other person serving in a supervisory capacity is prohibited from hiring an immediate family member into a position within their line of authority. Immediate family in this case shall include parents, grandparents, children, grandchildren, brothers, sisters, cousins, spouses and immediate family of spouse. Such relationship shall not be an automatic barrier to employment, but shall require the approval of the Superintendent in each case. Willful and intentional failure to disclose such relationship shall be cause for disciplinary action.

CHAPTER 5 - APPOINTMENTS

The appointing authority for all positions within a department shall be the Department Supervisor with initial screening and identification of qualified applicants for interview completed by the Administrative Coordinator and forms completed and approved by the Superintendent.

Section 1: Types of Appointments

When a person is initially employed by the District, They shall be given one of the following types of original appointments:

- A. Provisional. A short-term appointment of no longer than six months duration made only in the absence of a qualified applicant.

 Permanent status may not be attained while serving in this capacity.
- B. Temporary. Temporary appointments may be made to fill positions which are authorized and established for a specified period of time, when the work of an agency requires the services of one or more employees on a seasonal or intermittent basis: or in cases of emergency.
- C. Permanent. An employee serving a probationary appointment shall be given a permanent appointment upon satisfactory completion of the probationary "working test" period. A probationary promotional appointment does not affect an employee's earned permanent status or employment rights acquired in another position.
- D. Part-time. An employee who works less than the predominate 40 hour work week or less than eight hours in a regular shift.

CHAPTER 6 – PROBATIONARY PERIOD

Section 1: Objective

The probationary period shall be regarded as an integral part of the selection process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee to their position and for rejecting any employee whose performance is not satisfactory.

Section 2: Duration

The probationary period shall be six months in duration. If a Department Supervisor requests an extension, in writing, of the probationary period at least ten days prior to expiration, the Administrative Coordinator may extend the duration of such period and notify the employee. No extension totaling more than six months shall be allowed.

Section 3: Promotions

The probationary period for promotional appointments shall be six months. If a person is removed during the probationary period following a promotion, they shall be entitled to reemployment rights in their former class when a vacancy occurs. If no vacancy exists, every effort shall be made to place the employee in another position for which they may be qualified. No salary increase will be given following a promotional probationary period.

Section 4: Dismissal During Probationary Period

At any time during the probationary period, the Department Supervisor or Administrative Coordinator may remove the employee if, in their opinion, the working test period indicates such employee is unable or unwilling to perform the duties of the position satisfactorily or their work habits and lack of dependability do not merit their continuance with the service. Before such removal, a report in writing shall be sent to the Superintendent before the effective date of the dismissal. An employee dismissed during a probationary period shall not have the right to appeal, unless the employee is serving in a probationary period following a promotion.

Section 5: Probationary Period Reports

During the probationary period, the employee's Department Supervisor will periodically confer with the employee as to progress made and acceptability of

work performance. At least ten days prior to the expiration of the probationary period, the Department Supervisor shall notify the Administrative Coordinator whether or not an employee has satisfactorily completed their probationary period by submitting a performance Evaluation Report provided by the Administrative Coordinator. A report of performance shall be discussed directly with the employee by the employee's Department Supervisor. If any employee disagrees with any statement in the evaluation report, they may, in space provided on the evaluation report, list any disagreements and sign the report.

CHAPTER 7 – PROMOTION, TRANSFER & DEMOTION

Section 1: Promotion Policy

Vacancies in positions above the lowest rank in any category in the career services shall be filled, as far as practical, by the promotion of employees already employed by the District. The Administrative Coordinator shall, in each case, determine whether an open competitive examination or a promotional examination will best serve the interests of the District in attracting well qualified candidates. Promotions, in every case, must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of affecting an increase in compensation.

Section 2: Transfer Defined

A transfer is the movement of an employee within a department, or to a different department from one position to another position of the same grade or class, for a specified or indefinite period of time.

Section 3: Initiation of Transfers

Transfers may be initiated in the following ways:

- A. An employee may request a transfer by submitting a written request to the Administrative Coordinator as vacancies occur in other departments to which they would be eligible for transfer, their name will be submitted to the Department Supervisor for consideration.
- B. An employee may be transferred to a vacant staffing position upon written recommendation of the Department Supervisor concerned along with the approval of the Administrative Coordinator and Superintendent.
- C. The Superintendent may transfer an employee from one position to another position under the Superintendent's administrative supervision.

Section 4: Status of Transferred Employee

The transfer of a career employee from one career position to another career position shall not change the status (probation or permanent) which the employee has at the time of the transfer, nor shall they suffer loss of any of the benefits and privileges afforded career employees.

Section 5: Rights of Transferred Employees

- A. A permanent status career employee may appeal a transfer which is to a position clearly having different duties, responsibilities, minimum qualification requirements and position title. The appeal should be made in writing in the same manner as other grievances are handled.
- B. A permanent status career employee, if they fail to perform the duties and responsibilities of the position to which they were transferred at an acceptable level of competence as determined by their Department Supervisor(except for reasons of misconduct), may be permitted to transfer back to their former position or comparable position. If no vacancy exists, every effort shall be made to place them in another position for which they may be qualified.

Section 6: Demotion Defined

Demotion is the movement of employee from a higher grade to a lower grade with the same or less salary in the lower grade by reclassification of their position to a lower grade or by transferring them to a position with a lower grade assignment.

Section 7: Reason for Demotion

- A. When an employee does not perform the duties and responsibilities of their position at an acceptable level of competence as determined by their Department Supervisor.
- B. When an employee is insubordinate or uncooperative, or acts in a manner tending to lower discipline or morale within the District, or who acts in a manner deemed not in the best interest of the District, or its good repute. Such employees may be demoted when alternative personnel actions such as suspension or dismissal may not be warranted appropriate or deemed in the best interest of the District.
- C. When an employee voluntarily request such demotion.
- D. When an employee would otherwise be laid off because their positon is being abolished due to lack of work or lack of funds, or because it has been reclassified to a higher classification for which the incumbent is not qualified.
- E. When former incumbent of the position returns to work from authorized leave in accordance with the rules on leave.
- F. When an employee becomes physically incapacitated for the performance of the duties of their position either on their own initiative or, by action of the Superintendent, is transferred to a positon which they are able to perform and which carries a lower grade.

Section 8: Demotional Recommendations

A Department Supervisor may recommend to the Administrative Assistant that an employee be demoted when he determines such action is necessary, appropriate and in the best interest of the District. The recommendation shall be in writing and shall contain the reasons why it is necessary to recommend demotion rather than alternative personnel actions.

Section 9: Notification of Demotion

Upon notification or approval of demotion, the Department Supervisor shall notify the employee. The notification shall be in writing and shall contain the reasons for demotion, the effective date and the employee's signature. If the employee feels the demotion to be unjust, they will so state in writing, giving their reasons. The original copy of the notification of demotion together with the employee's acknowledgement and reply thereto, if any, will be forwarded to the Administrative Coordinator for inclusion in the individual's personnel file. A permanent status employee shall also be informed of their right of appeal as outlined in Chapter 9 of these policies.

CHAPTER 8 - DISCIPLINARY ACTION

Section 1: Reprimand Defined

Reprimand is an oral or written notice of policy violation, mistakes, inefficiency or other factors which may adversely influence an employee's ability to efficiently and effectively carry out their duties and responsibilities.

Section 2: Oral Reprimand

Oral reprimands will be considered the normal means of correcting the actions of a subordinate; such reprimands will not affect an employee's privileges or status or be recorded in their personnel record.

Section 3: Written Reprimand

Written reprimands will be reserved for repeated offenses or those of a serious nature. When reduced to writing, they are required to be shown to the subordinate, who will acknowledge receipt of the reprimand by their signature. The subordinate; if they feel the written reprimand to be unjust, will so state in writing, giving their reasons. The original copy of the written reprimand, together with the employee's acknowledgement and reply thereto, if any, will be forwarded to the Administrative Coordinator for inclusion in the individual's personnel file.

Section 4: Appeals From Reprimands

Oral or written reprimands may be appealed through the grievance procedure prescribed in Chapter 9 of these policies, provided such appeal is instituted within ten days of the date of oral reprimand or receipt of written reprimand.

Section 5: Suspension Defined

Suspension is the temporary removal of an employee from the District for cause for a specified or indefinite period. A suspended employee shall not receive pay during the suspension period and may accrue benefits during the suspension period only as specifically provided in other parts of this rule.

Section 6: Suspension for Disciplinary Reasons

An employee who does not continue to do their work at an acceptable level of competence as determined by their Department Supervisor, who is insubordinate or uncooperative, who acts in a manner tending to lower discipline or moral within the District service or who acts in a manner deemed not in the best interest of the District or its good repute may be suspended for a reasonable period of time, not to exceed ten days, when alternative personnel actions (demotion, dismissal, fine, etc.) may not be warranted, appropriate or deemed in the best interest of the District.

Section 7: Suspension Pending a Court Decision

An employee may be suspended for an indefinite period when the Superintendent determines such action is necessary and in the best interest of the District. In cases where an employee is charged with, and awaiting trial for, a criminal offense involving matters prima facie, prejudicial to the competent discharge of their duties and responsibilities the Superintendent may take such other action which the Superintendent may deem necessary under the circumstances. After the employee has been tried and a verdict reached by the court, the Superintendent shall then make a final determination as to whether the employee shall be reinstated, dismissed or subject to whatever disciplinary action which may be considered to be necessary and appropriate in consideration of the facts of the case.

Section 8: Suspension During Investigation of Charges

When an employee has acted, or is alleged to have acted, in a manner which would subject them to dismissal from the District, they may be suspended by their Department Supervisor for a period not in excess of ten days while the Department Supervisor and Administrative Coordinator investigate the charges before making a final determination as to whether the employee should be dismissed from the District. An employee who is exonerated of charges following investigation shall be reinstated without loss of pay, privileges, benefits or status.

Section 9: Notice of Suspension

A permanent status career employee shall be informed in writing of their suspension and reasons thereof and the right of appeal. The Administrative Coordinator shall be notified of all suspensions and reasons thereof within two days of the suspension.

Section 10: Suspension Which May Be Appealed

Any suspension for disciplinary reasons or a suspension during an investigation of charges may be appealed (pursuant to Chapter 9) within ten working days of receipt of written notification of suspension or suspension shall become final without further action.

Section 11: Demotion

See Chapter 7, Promotion, Transfer and Demotion, Sections 6-9.

Section 12: Dismissal Defined

Dismissal is the removal of a merit system employee from the District's employment for cause. In cases of appeals from dismissal, a dismissed employee shall not be permitted to accrue any privileges or benefits during the period they are awaiting a final decision on their appeal.

Section 13: Employees Subject to Dismissal

An employee subject to these policies may be dismissed for cause when alternative personnel actions (i.e., suspension, demotion, etc.) would not be

deemed sufficient, appropriate or in the best interest of the District and its good repute.

Section 14: Dismissal Recommendation

When it is determined such action is necessary, appropriate and in the best interest of the District, a Department Supervisor may recommend to the Administrative Coordinator for an employee to be dismissed. The recommendation shall be in writing and shall contain the reasons why it is necessary for the Department Supervisor to recommend dismissal and why they recommend dismissal rather than alternative personnel actions.

Section 15: Dismissal Notification

Notification of dismissal shall be in writing and shall contain the reasons and the effective date. A permanent-status career employee shall also be informed in their notification of their right to appeal pursuant to Chapter 9 of these policies.

Section 16: Reasons For Disciplinary Action

Listed below are some reasons which might be cause for disciplinary action referred to in previous sections of the Chapter, but disciplinary action is not limited to the offense listed:

- A. Being convicted of a felony or of a misdemeanor involving moral turpitude.
- B. Being absent without leave.
- Excessive tardiness.
- D. Abuse of sick leave
- E. Inefficiency, negligence or incompetence in the performance of duties.

- F. Careless, negligent or improper use of District property or equipment.
- G. Willfully giving false statements to supervisors, officials or the public.
- H. Violation of District policies, administrative regulation or departmental rules.
- Being under the influence of alcohol or illegal drugs when reporting to work or partaking of such things while on duty, except prescribed medication which may be taken within the limits set by a physician.
- Instigation of, participation in or leadership of strike, work stoppage, slowdown or artificial restriction of productive work.
- K. Acceptance of gratuities in conflict with the policy outlined in Chapter 14, Section 2.
- Political activity in conflict with the District.
- M. Insubordination.
- N. Abandonment of position.

CHAPTER 9 – GRIEVANCES AND APPEALS

Section 1: Policy

The most effective accomplishment of the work of the District requires prompt consideration and equitable adjustment of employee grievances. It is the desire of the District to adjust grievances informally, and Department Supervisors and employees alike are expected to make every effort to resolve problems as they arise. However, it is recognized that there may be grievances which will be resolved only after a formal appeal and review.

Section 2: Grievances Defined

A grievance is a complaint made by an employee concerning the interpretation of these rules and regulations or departmental work rules affecting their employment with the District.

Section 3: Appeals Defined

Any permanent employee who is reprimanded, suspended demoted or dismissed shall have the right to appeal this action in writing to the Administrative Coordinator within ten working days following the day the disciplinary action was taken. The Administrative Coordinator shall inform the employee of the decision and the supportive reasons within ten working days following receipt of the appeal. An employee who is dissatisfied with the decision of the Administrative Coordinator may appeal to the Superintendent in writing within ten working days following the Administrative Coordinators decision. An employee who is dissatisfied with the decision of the Superintendent may appeal to the Finance and Personnel Committee.

Section 4: Grievance Procedure

A. Informal Grievance Procedure – An employee who has a problem or complaint should first try to get it settled through discussion with the immediate supervisor without delay. If after this discussion they do not believe the problem has been satisfactorily resolved, they shall have the right to discuss it with Department Supervisor. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the employee is not in agreement with the decision reached by discussion, they shall then have the right to file a formal grievance in writing within ten work days after receiving the informal decision or decisions. An informal grievance shall not be taken above the Department Supervisor.

B. Formal Grievance Procedure

1. If an employee is not satisfied with the decision reached by informal discussion with their supervisor, they may present their grievance in writing to the Department Supervisor. The Department Supervisor shall render their decision and comments in writing and return them to the employee within ten working days after receiving the appeal. If the employee

does not agree with the decision reached, or if the Department Supervisor fails to provide resolutions of the grievance as outlined above, the employee may appeal in writing to the Administrative Coordinator. Failure of the employee to take further action, within ten working days after receipt of the written decision of the Administrative Coordinator, or within ten working days if no decisions rendered, will constitute a withdrawal of the grievance.

- 2. An employee who is dissatisfied with the decision of the Administrative Coordinator may submit their grievance in writing to the Superintendent. The Superintendent shall secure all facts regarding the situation grieved and shall inform the employee of the Superintendent decision and the supporting reasons within ten working days following receipt of the request for review.
- 3. An employee who is dissatisfied with the decision of the Superintendent may submit their grievance in writing to the Finance and Personnel Committee within ten working days after receipt of the written decision of the Superintendent or within ten days if no decision is rendered. The Finance and Personnel Committee shall, after receiving any appeal in writing, hold a hearing and consider the appeal. The decision of the Finance and Personnel Committee shall be final unless such decision is appealed by the Superintendent to the Board of Directors. In such instances, an affirmative vote of three members of the Board shall be required to reverse the decision of the Finance and Personnel Committee.

CHAPTER 10 - SEPARATIONS

Section 1: Resignation

To resign in good standing an employee should give, in writing to their immediate supervisor or Department Supervisor, at least fourteen calendar day's prior notice. Department Supervisors shall give notice at least four weeks prior to

resignation. Resignation notices shall include the date the resignation is submitted, the effective date of the resignation and the reason for resigning. Normally, failure to comply with this rule shall be viewed as having resigned not in good standing, shall be entered on the service record of the employee, shall result in a denial of reemployment rights and shall result in reduction of accumulated annual leave by one day for each work day less than the number work days an employee would normally be on duty in fourteen day calendar period.

Section 2: Abandonment of Position

An employee who, without valid reason, fails to report to work for three consecutive work days without authorized leave shall be separated from the payroll and reported as having abandoned their position. Such an employee is not eligible for reemployment for a period of two years and shall be considered as resigning not in good standing.

Section 3: Lay offs

Any involuntary separation not involving delinquency, misconduct or inefficiency shall be considered a lay off. If it becomes necessary to reduce a departmental workforce, employees shall be laid off, on the basis of service in class, length of service with the District and the average performance rating for the last three years. All other factors being equal, honorable discharged veterans will be given retention preference. When an employee possesses a critical skill essential to the efficient operation of a department, they may be retained in preference to a person with a higher rating. Documentation and request for such action must be presented to the Administrative Coordinator for presentation to the Superintendent who will make the final decision. The request shall set forth in detail the specific skills and abilities possessed by the individual and the reason why such an individual is essential to the effective operation of the department. If a permanent employee is scheduled for layoff, they should be offered a demotion to a lower class if a vacancy exists and they are qualified to fill positions in the lower class involved.

Section 4: Disability

A Department Supervisor may request any employee under their jurisdiction to be examined by a physician designated by the District for purpose of determining disability. When a disability of any kind impairs the effectiveness of an employee or others, the following action shall be taken:

- A. If the disability is correctable, the employee shall be allowed a specific time, as determined by the Administrative Coordinator upon the physician's recommendation, to have it corrected. If they fail to take steps to have the disability corrected within their specified time, they shall be subject to disciplinary action or layoff.
- B. If, in the opinion of the examining physician, the disability cannot be corrected, the Department Supervisor, subject to the approval of the Administrative Assistant, shall attempt to place the employee in another position which they can perform satisfactorily. If that cannot be accomplished successfully, the Department Supervisor shall take steps to separate the employee from the District through retirement or lay off.
- C. Parts (A) and (B) shall be reviewed by the Superintendent for final approval/implementation.

Section 5: Loss of Job Requirements

An employee who is unable to do their job adequately because of loss of a necessary license or other requirement may be separated by a lay off until such license or requirement is acquired.

Section 6: Dismissals

Dismissals are discharges or separations made for definable cause, such as inefficiency or inability to perform the work of the position satisfactorily. Permanent status employees shall be discharged only after having been presented the reasons, which shall be filed within three days after the effective date of action.

Section 7: Retirement

Retirement shall be mandatory when an employee reaches the age of seventy. The Superintendent may give permission to employees over 70 to continue work.

Section 8: Death

When a permanent employee dies while employed with the District, their estate shall be eligible to receive payment for their accumulated annual leave.

CHAPTER 11 – ATTENDANCE AND LEAVE

Section 1: Hours of Work

The established workweek and the hours of work shall be uniform with occupational groups and shall be determined in the accordance with the needs of the District service and the reasonable needs of the public.

Section 2: Attendance

Each Department Supervisor shall be responsible for the primary attendance of all persons in the department and shall keep attendance records on forms provided by the Administrative Coordinator. Leave shall be authorized in units of days or hours only.

Section 3: Holidays

The following days are designated as official holidays for employees in the personnel system:

New Year's Day

Veteran's Day

Martin Luther King Jr. Day

Thanksgiving Day

President's Day

Day after Thanksgiving Day

Memorial Day

Christmas Eve Day

Independence Day

Christmas Day

Labor Day

When any of the holidays fails on a Saturday, the preceding Friday will be recognized as a holiday. When any of the holidays fall on a Sunday, the following Monday will be recognized as a holiday.

- A. Eligibility All permanent full-time and permanent part-time employees are eligible to receive holiday pay. Temporary employees are not eligible. An employee who is not on approved leave and who fails to report on a scheduled work day before or after a holiday shall not be paid for the holiday. Permanent employees working less than full time shall be paid for their regular number of hours at their regular rate of pay.
- B. Holiday within a Vacation Period and Sick leave Holidays which occur during annual or sick leave shall not be charged against annual or sick leave. An additional day of vacation or sick leave shall be allowed at another time which is convenient to the supervisor and the employee.
- C. Holidays on Scheduled Work Day Employees required to work on holidays, may with approval of their supervisor, be given alternate equal time off with the approval of the Superintendent. In the event an employee who worked on a holiday is unable to take an alternative day off within one month following the holiday, they shall be paid an additional eight hours for the holiday with the approval of the Superintendent. Holiday for pay purposes shall be observed as an eight-hour working day for all employees. Employees who are required to work on Thanksgiving, Christmas, New Year's Day or July 4, shall be paid, in addition to their regular day's pay, at a rate of time and one-half. For personnel working shift work, the holidays

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- will be observed from the Day Shift beginning on the holiday until the following day shift.
- D. Holidays on Scheduled Off Day The District's designated date for observance of a holiday may occur on certain employees normal day off. Those employees whose scheduled hours do not coincide with the District's predominate 40 hour work schedule, Monday through Friday, shall receive an alternate day off for their holiday. In the event an employee is unable to take an alternate day off within one month following the holiday, they may be paid in additional eight hours for the holiday with the approval of the Superintendent.

Section 4: Annual (Vacation) Leave

Vacations are for the purpose of rejuvenating both physical and mental faculties and all employees are urged to avail themselves of vacation periods.

- A. Eligibility All full-time employees in the personnel system shall be entitled to earn and secure annual leave, permanent part-time employees shall be entitled to leave in proportion to the number of hours worked. Temporary employees shall not be eligible for annual leave.
- B. Rate of Leave Accrual Permanent employees begins to accrue annual (vacation) leave immediately upon employment. Employees under temporary, provisional, or emergency appointments and employees not deemed to be in the personnel system will not be granted annual leave under these policies.

Vacation is accrued per the following schedule:

Up to 5 years employment	6.67 hours/month
During 6 th year of employment	7.33 hours/month
During 7 th year of employment	8.00 hours/month
During 8 th year of employment	8.67 hours/month
During 9 th year of employment	9.33 hours/month
During 10 th year of employment	10.00 hours/month

During 11 th year of employment	10, 67 hours/month
During 12 th year of employment	11.33 hours/month
During 13 th year of employment	12.00 hours/month
During 14 th year of employment	12.67 hours/month
During 15 th year of employment	12.33 hours/month

Employees may accumulate a maximum of twice their annual vacation time. Unused vacation time accumulated beyond the vacation accumulation allowed will be forfeited.

- C. Request for Leave A request for vacation leave shall be submitted to the employee's immediate Department Supervisor. Leave may be taken only after approval by the appropriate Department Supervisor, so, insofar as practical, the department can function without the hiring of additional temporary help.
- D. Payment of Unused Leave When an employee is separated from the District's employment, they shall be paid for all unused annual leave unless they fail to give proper notice or resignation as provided in Chapter 10, Section 1.

Section 8: Sick Leave

All employees may use accrued sick leave for the diagnosis, care or treatment of the employee or the employee's family member for mental or physical illness, injury, or health condition when arrangements cannot be made outside of working hours. The employee shall report their illness prior to their scheduled work time, if possible. If not, they shall see that their illness is reported within 30 minutes after the time they are scheduled to have reported for work. Sick leave benefits become effective after the completion of the probationary period which then will be retroactive to the employment date.

- A. Eligibility All employees are eligible to earn sick leave.
- B. Rate of Leave Accrual Full-time employees begins to accrue sick leave immediately upon employment, at the rate of one day per month. Other employees will accrue sick leave at the rate of (1) hour

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- for every 30 hours worked or 1 1/3 hours for every 40 hours worked as mandated by State law.
- C. A medical certificate signed by a licensed physician may be required by a Department Supervisor or the Administrative Coordinator and/or Superintendent to substantiate a request for sick leave for the following reasons:
 - 1. Any period of absence consisting of three or more consecutive working days.
 - Leave of any duration from duty which recurs frequently or habitually, provided the employee has been notified or warned that a certificate will be required.
- D. Sick leave Accumulation Sick leave may be accumulated from month to month and year to year, with a maximum of 100 days of sick leave.
- E. Exhausted Sick leave No sick leave in excess of that accumulated may be granted unless specifically authorized by the Department Supervisor and the Superintendent or their representative. The Superintendent may, at his discretion, advance sick leave to eligible employees. All accrued vacation leave shall have been used before the employee is eligible for consideration for advance sick leave. If an employee is indebted for unearned paid sick leave at the time of termination of service, the amount due may be deducted from their termination pay.
- F. Forfeiture of Sick Leave An employee who separates from the personnel system shall forfeit all unused sick leave, and no employee shall be paid for unused sick leave.
- G. Compensable Sick leave A permanent employee who has worked a full calendar year without using any sick leave during the year will be eligible to receive one day's pay of accumulated sick leave in the pay period preceding Christmas Day. Department Supervisors and above are not eligible for compensable sick leave.
- H. Sick leave on Termination of Employment An employee, upon separation from the District, shall not receive payment for accumulated sick leave.

<u>Section 6: Other Types of Leave</u>

- A. Military Leave Any Permanent Employee who is a member of the National Guard or any organized military reserve of the United States, will be allowed leave of absence with pay, not to exceed fifteen calendar days during any calendar year, to attend training camps upon presentation of orders pursuant to such training. Such leave shall be charged to annual leave and/or the salary of the employee will be withheld.
- B. Civil Leave An employee shall be given time off with pay, less the amount paid for serving on jury duty, when performing jury duty or subpoenaed to appear before any public body or council.
- C. Funeral Leave Funeral leave of up to three working days will be granted with pay for an employee absent from duty as a result of death in the immediate family. Immediate family means spouse, child, father, mother, father-In-law, mother-in-law, brother, sister or any relative who is domiciled in the employee's household.
- D. Temporary Disabilities Not Covered By Worker's Compensation An employee who becomes temporarily disabled shall be allowed to exhaust their sick and vacation leave accumulations. After all sick and vacation leave have been used, further extension of leave (either with or without pay) must be specifically authorized by the Superintendent after recommendation by the Department Supervisor and the Administrative Coordinator.
- E. Maternity Leave Maternity leave is a period of approved absence for incapacitation related to pregnancy and confinement. Maternity leave may be charged to sick leave or any combination of sick leave, annual leave and leave without pay.

An employee desiring maternity leave should report pregnancy to their Department Supervisor by the fifth month of pregnancy. Such notification shall include a written statement from the physician specifying the approximate date of birth.

An employee may continue to work as long as the conditions of pregnancy do not adversely impair their work, performance, or health. The judgment of the Department Supervisor with the

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approval of the Administrative Coordinator, concerning the day maternity leave begins will be final. The decision shall take into consideration the written medical opinion of the employee's physician, the nature of the job regarding physical stress and the employee's ability to perform normal job duties with full efficiency.

An employee may be granted leave without pay for maternity purposes for a period not to exceed beyond three months after the delivery. Upon returning to work following maternity leave, the employee must present to the Department Supervisor a medical statement from a certified physician stating they are physically and mentally able to perform the normal duties of the position with full efficiency.

F. Leave of Absence Without Pay

- Leave Without Pay Defined When it is deemed in the best interest of the District, a permanent status career employee or a Department Supervisor may be granted leave without pay for personal or other reasons provided such leave is recommended by the Department Supervisor and approved by the Superintendent.
- 2. Reason for Granting The Superintendent may, for any good and sufficient reason, grant leave without pay for a period not to exceed one year, when it deemed to be in the best interest of the District. Valid reasons shall include the following: Prolonged illness or disability of the employee or a member of the employee's household, educational or training enrichment, pregnancy and childbirth.

All departments are required to adhere to the following practices:

- A. Leave without pay shall be granted only when it will not adversely affect the interest of the District.
- B. Failure of an employee to return to work at the expiration of approved leave shall be considered as absence without leave and grounds for disciplinary action.
- C. An employee granted leave of absence who wishes to return before the leave period has expired shall be required to give their

- Department Supervisor at least one week notice. Upon receipt of such written notice, the employee must be permitted to return to work.
- D. No sick leave, annual leave or credit toward merit increases will be earned by an employee for the time the employee is on leave without pay.
- E. An employee shall return from leave without pay to the same step of their previous salary grade and in the same or equivalent class they were employed when leave began.
- F. An employee, while on an authorized leave of absence without pay, who obtains either part-time or full-time employment elsewhere, is required to notify the Department Supervisor, in writing within three days of accepting such employment

Section 7: Injury Leave

- A. Department Supervisory shall carefully investigate each and every alleged on-the-job accident or injury in detail, for the purpose of distinguishing between bona fide occupational accidents/injuries or those which may appear to have actually occurred off the job. Personal disregard for prescribed safety rules and procedures, carelessness, clumsiness and failure to follow reasonable safety precautions may be grounds for denial of claims. Department Supervisors should consider denying any such questionable or spurious claims not supported by the facts developed during the course of their investigation.
- B. Leave hereby designated "injury leave" shall not accrue, shall be independent of sick and vacation leave, shall not be automatic, but may be granted upon written recommendation of the Department Supervisor and approval of the recommendation as follows:
 - 1. The Superintendent may approve injury leave to a maximum of a total of thirty continuous calendar days.
 - 2. In those severe cases when injury leave is in excess of thirty days, the Superintendent shall forward a medical report and a written report of the injury to the Board of Directors for further consideration of additional injury leave.

- C. Only those employees who are unable or are expected to be unable, as evidenced by a physician's medical report, to perform their regular duties or any modified or alternative duties for a period exceeding ten working days as determined by the Department Supervisor, will be granted injury leave.
- D. The granting of injury leave is a discretionary benefit to the employee, therefore, the period of time for which such leave may be granted may be different from the period of absence approved for Worker's Compensation benefits as provided by law. When on injury leave, an employee shall be paid as salary, the difference between worker's compensation disability income payments and their regular District pay. The Administrative Coordinator shall prepare a certified listing of employees authorized to receive injury leave payments, showing normal salary rate and number of days the employees are entitled to receive payments as provided in these procedures, so the injured or disabled employee will normally receive compensation payment at the same time they would have received their payroll check.

CHAPTER 12 – EMPLOYEE PERFORMANCE EVALUATION

Section 1: Objective

The Administrative Coordinator shall prepare, or cause to be prepared, a job-related system for evaluating the work performance of all employees in the District. The purpose of the employee evaluation shall be primarily to inform employees how well they are performing their work and how they can improve their work performance. The performance evaluation may also be used in determining salary increments; as a factor in determining order to layoff; as a basis for training, promotion, demotion, transfer or dismissal; and for such other proposes as set forth in the regulations.

Section 2: Period of Evaluation

On original appointment, all employees except temporary workers shall be evaluated at the end of six months of service and annually thereafter. An employee shall not be eligible for a pay raise until the performance evaluation form has been completely processed. Employees shall also be evaluated at the time of separation.

Section 3: Evaluation

Evaluations shall be prepared by the immediate supervisor of each employee and reviewed by the Department Supervisor.

Section 4: Review with Employees

The evaluator shall discuss each performance evaluation with the employee being evaluated. If an employee disagrees with any statement in an evaluation, the employee may submit, within ten days following the conference with their supervisor, a written statement, which shall be attached to the evaluation form and forwarded to the Administrative Coordinator.

Section 5: Changes in Evaluation

If, for any reason, a Department Supervisor shall request an alteration of the performance evaluation form of an employee after it has been officially submitted to the Administrative Coordinator, such request shall be in writing and shall set forth fully the reasons for the request.

CHAPTER 13 – EMPLOYEE DEVELOPMENT

Section 1: In-Service Training

It will be the responsibility of the Administrative Coordinator, under the direction of the Superintendent, to foster and promote in-service training of employees for the purpose of improving the quality of personal services rendered to the District and to assist employees to equip themselves for advancement. The Administrative Coordinator shall establish standards for training: see the training is carried out as approved; prepare certificates or other forms of recognition to persons who satisfactorily complete approved courses and programs; provide assistance to the Department Supervisor in developing and conducting training to meet the specific needs of their departments; and develop supervisory and management training and other types of training programs common to all departments.

Section 2: Educational Enrichment

An employee may, with prior approval of their Department Supervisor and the Superintendent be paid for the cost of tuition and books for any job-related course successfully completed. Such courses shall be taken during employee off-duty hours unless it is necessary training for the job which is specifically approved by the Department Supervisor and Superintendent. In case of necessary training for the job which involves an employee attending class during working hours, the Department Supervisor will be responsible for arranging with the employee a work schedule that will satisfy the normal work week. A limit of two courses per year is allowed. Reimbursement for books and tuition costs will be paid to the employee upon presentation of proof to the Administrative Coordinator that the courses were completed with grades of C or better.

Section 3: Policy to Provide Quality Work Conditions

The Administrative Coordinator will cooperate with the Department Supervisors, employees and others to promote measures directed toward more sanitary, safe and healthful working conditions; toward greater security and economic advantage; and toward any other means of bettering the conditions and improving the morale of District employees.

Section 4: Health and Life Insurance

Full-time Permanent Employees of the District are eligible to receive major medial life and accidental death and dismemberment insurance coverage free of charge. The District pays the monthly premiums under this policy effective six months after the date of employment or upon completion of probation period.

Chapter 14 – ETHICS AND CONDUCT

Section 1: Outside Employment

Employees are discouraged but not restricted from engaging in other employment during their off duty hours. However, District employment shall be considered the primary employment and no employee may engage in outside employment which would interfere with the interest of the District.

Section 2: Gifts and Gratuities

An employee shall not accept gifts, gratuities or loans from organizations, business concerns or individuals with whom they have official relationships on business of the District. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, or to prohibit employees from accepting social courtesies which promote good public relations, not to prohibit employees from obtaining loans from regular lending

institutions. It is particularly important the inspectors, contracting officers and enforcement officers guard against relationships which might be considered as evidence of favoritism, coercion, unfair advantage or collusion. Violations of this policy will result in disciplinary action

Section 3: Political Activity

- A. No District employee shall be appointed, promoted, demoted, favored or discriminated against with respect to employment in the personnel system because of their political opinions or affiliations.
- B. No person shall use or promise to use directly or indirectly, any official authority or influence, whether possessed or anticipated, to secure or attempt to secure for any individual an appointment or advantage in appointment to a position in the personnel system or an increase in pay or other advantage in employment in any such position with the purpose of influencing the vote of political action of that individual.
- C. Nothing herein contained shall effect the right of an employee to contribute to, hold membership in, serve as an officer of, support a political party, vote as they chooses, support or campaign for City, State or National political candidates, express privately their opinions on all political subjects and candidates, maintain political neutrality or attend political meetings. All state laws should be followed.

CHAPTER 15 – RECORDS AND REPORTS

Section 1: Personnel Transactions

All appointments separations and other personnel transactions shall be made on forms designated by the Administrative Coordinator. A separate official file folder shall be prepared and maintained for each employee and shall contain the original copy of all pertinent documents.

Section 2: Public Inspection

All personnel records of employees covered under these policies and all other records and material relating to the administration of the personnel system shall be considered confidential and the property of the District. Information which is obtained in the course of official duties shall not be released by any employee other than by those charged with the responsibility as part of official duties. The following information relative to employees and former employees is available for public inspection at reasonable times and in accordance with such procedures as the Superintendent may prescribe - name, class, title and salary. Selection records and performance rating reports are accessible only to the Department Supervisor concerned, the Superintendent, Board of Directors and the employee involved. Other personnel information may be made available for official purpose at the discretion of the Superintendent. All state laws should be followed.

Section 3: Attendance Records

Regular attendance reports shall be prepared and submitted by each Department Supervisor as requested by the Administrative Coordinator and on the form designated by the Administrative Coordinator.

CHAPTER 16 – ADOPTION OF POLICIES

Section 1: Effective Date

These policies shall become effective on the date adopted by the Board of Directors of the Chehalem Park and Recreation District and shall remain in effect until duly amended.

Section 2: Saving Clause

If any chapter, section or other portion of these policies is found to be invalid by duly constituted authority, it shall not affect the validity of the balance of these policies.

Section 3: Repeal Clause

All laws or parts of laws and rules in conflict with the provisions of these policies are hereby repealed.

March 2018 Parks Activity Report

Splash Pad

This past summer the splash pad was having trouble turning off water due to the sensitivity of the sensors in the ground. At times we ended up having to run water constantly due to issues with those sensors. We are looking to try to replace those sensors in the ground with above ground bollards. By having the sensors installed up into a pedestal that kids push to turn things on, we will not have the sensitivity issue. If all goes well it will cut back on a daily maintenance headache.

The shade structure for the splash pad is slowly going up. With CPRD, the City of Newberg and Early Bird Rotary club the structure is moving forward. We had to re-route some drain lines, but overall so far things are looking good. Since this is a volunteer effort, we will not moving as fast as people may want, but we should have shade by the summer.

Friends Park

The grant for Friends Park will be turned in March 26th. It has been quite a bit of work gathering the information needed, letters of support etc. We had a neighborhood meeting which went well with positive comments. They know that unless we receive the grant, we may not start work on the park as soon as they would like. At the earliest if we receive the grant, work probably will not be started until spring/summer of 2019. We did gain a donation of having all the grading work done which means we can use that as a match. Several of the neighbors will be writing letters of support to State Parks to help with the grant.

Rilee Park

We have had some problems with the old house that is sitting in the middle of the field at Rilee Park. It has been destroyed by vandals and needs to be torn down. Right now it is an attractive nuisance. We have found that it contains no asbestos and we will recover some of the old beams that supported the structure. When things dry out we will demo the building.

We are also looking to place cameras at Bob's Corner, on the farm house and at the horse trailer turn around. We have had kids hanging out and thus we want to view the property and record any issues. We are looking into technology that can help us view the properties.

Aquatic Center

We have had a few bumps in the road, but are proceeding with a May opening. We had a leak in the main pool shell that they had to find and then secure. Another issue was a pocket in the plaster of the lazy river. With that they had to remove the plaster in that lazy river and re-plaster. Better now than once the pool is full and active. The new boiler was turned on and is working well. Almost all sidewalks have been poured and look good.

One of our main challenges is the changeover and the pool operation. The staff is gearing up not just from the maintenance side, but is recruiting more lifeguards to cover the larger complex. We are having a problem finding part time employees. The parks are especially thin in employees right now. We will keep advertising and trying to recruit people

Parks Summary Month of: February 2018

Park Name	Hours Worked	
Armory	50.50	
Billick/Dundee	9.25	
Buckley Park	0.50	
Central	22.00	
College	0.75	
Community Center	18.75	
Crabtree	1.50	
Crater Ball Fields	8.75	
Elliott Road	27.25	
Ewing Young	2.50	
Falcon Crest Park	0.50	
Fortune Park	0.25	
Gail Park	6.25	
Gladys	1.25	
Golf Course	2.50	
Herbert Hoover	42.00	
Jaquith	14.75	
Jaquith Ball Fields	8.75	
Memorial/Scout House	25.00	
Oak Knoll Park	0.25	
Oaks Park	0.50	
Pool	58.00	
Pre-School	18.00	
Pride Gas	0.25	
Rotary Centennial Park	1.75	
Cchaad Park	0.75	
cott Leavitt	1.00	
enior Center	59.00	
pring Meadow		
teel Bldg	2.25	
ransfer Station	3.00 1.25	
acation/holiday/sick/comp.	132.00	
outh building	12.00	
otal	533.00	



Adult Sports

February 2018 Activity Report, Department 452

Department 452 Participation Tracking		February 2018
Activity	Participants	Participant Hours
Adult Basketball League	82	972
Participation Total	82	972
Department 452 Financial Tracking		February 2018
	044.00	
Supervisory Staff Expense	911.82	
Administrative Staff Expense	709.48	
Part Time Staff Expense	643.19	
Program/Materials Expense	1,291.16	
Total Expense	3,555.65	
Program Revenue	120.00	
Net	3,435.65	
Cost Per Participant	41.00	
Cost Per Participant Hour	3.53	

Department 452 - Adult Sports

Adult City League continued league play with eight teams participating in 2018. The first round of playoffs will begin March 5 with each team playing 12 games throughout the season. The league begins with all teams playing each other once and then splits into upper/lower divisions. CPRD has a team participating in Adult League and Coach Don Loving is enjoying his 52nd consecutive year of competitive basketball. We should consider retiring his jersey! :)

Our adult league officials have been on time and continue to referee 3 games each night at Edwards Elementary. Two players have been banned from the league this year due to egregious play.

Open gym at Dundee Elementary continues to be active with play on Monday and Wednesday evenings.

The Camellia Run will be held Saturday, April 7, at The Cultural Center. This run provides scholarship money for our youth sport participants.



Youth Sports

February 2018 Activity Report, Department 453

Department 453 Participation Tracking		February 2018
Activity	Participants	Participant Hours
Jr. Tiger Basketball	322	4508
Newberg Elite Basketball	160	4800
Middle School Wrestling	22	440
Tiger Paw Basketball	176	704
Participation Total	680	10,452

Department 453 Financial Tracking		February 2018
Supervisory Staff Expense	3,100.22	
Administrative Staff Expense	2,128.10	
Part Time Staff Expense	5,715.13	
Program/Materials Expense	9,325.74	
Total Expense	20,269.19	
Program Revenue	8,016.00	
Net	12,253.00	
Cost Per Participant	18.01	
Cost Per Participant Hour	1.17	

Department 453 - Youth Sports

February is a busy month for youth basketball and Middle School Wrestling. Sixteen Newberg Elite basketball teams (boys and girls) play in weekend tournaments in February all over the state of Oregon. Jr. Tiger teams practiced 3 hours a week and completed their 9-week game schedule on Saturday, February 10 in local area gymnasiums. Tiger Paw Basketball (boys and girls in kindergarten through second grade) enjoyed their 8-week season on Saturday mornings at Chehalem Valley Middle School. This group participated in 3 session of coach instruction from the NHS Girls Basketball Coach and staff, followed by 5 weeks of organized games on adjustable 8-foot hoops. This program is very successful and the patrons registered for this program continue to participate in additional sports throughout the school year (i.e., flag football for K-2).

See back side of page:

Our CPRD Middle School Wrestling program earned "state champion" status for the 2018 season!



Activity Report for February 2018 Department 455

C.A.R.E

CARE	Enrollment	Feb. total part. hrs.	
Austin	42	42 part. x 105 hrs. = 4410	T
Crater	89	89 part. x 105 hrs. = 9345	
Dundee	52	52 part. x 105 hrs. = 5460	_
Edwards	80	80 part. x 105 hrs. = 8400	_
Ewing Young	28	28 part. x 105 hrs. = 2940	
Mabel Rush	79	79 part. x 105 hrs. = 8295	
Community Center	30	30 part. x 242 hrs. = 7260	
Total	400	46110 part. hours	_

Expense detail	January 2018	Expense detail YTD
Personnel	\$32,385.73	\$242,937.53
Materials	\$5,718.72	\$52,231.61
Total expense	\$38,104.45	\$295,169.14
Revenue	<u>\$55,468.52</u>	\$407,750.01
Net	-\$17,364.07	-\$112,580.86

Activity Report for February 2018 Department 474

Bonnie Benedict Preschool

Class	Enrollment	Total part. hrs.	
4 year old class	24	24 part. x 36hrs = 864	
3 year old class	13	13 part. x 27hrs. = 351	
Total	36	1215 part. hours	

Expense detail .	January 2018	Expense detail YTD
Personnel	\$2,040.30	\$13,952.32
Materials	\$ 831.58	\$7,434.07
Total expense	\$2,871.88	\$21,386.39
Revenue	\$2,233.50	\$30,594.15
Net	+\$638.38	-\$9,207.76

Lynne Patrick formally announced her retirement to all care and pre school staff at our Feb 28th staff meeting. Matt Compton (upcoming Care Coordinator) attended this meeting.

Respectfully Submitted by Matthew Compton Recreation and Care Coordinator

	2010	٥	2011	3	2012	\exists	2013		2014	2015	5	2016	Ц	2017	Н	2018	1	18 v 17	% Diff
Dry Days	11		11	1	9		12		7	16		11		6		12			
Starts by Category													L		H				
Resident		748		267	368	č	367		252		296		511	221	12	173		-48	-9.4%
Non Resident		1155		600	592	2	692		337		736		496	26	262	60		-202	-40.7%
Group		0		0		0	0		0		108		71		0	0		0	0.0%
League		40		30	2	29	31		15		22		32		7	20		13	40.6%
Complimentry		218		104	187	7	230		159		166		196		90	211		121	61.7%
Misc/Promotional		277		376	388	8	390		164		532		429	1.	171	232		61	14.2%
													L		H				2
Total Starts		2438		1377	1564	4	1710		927		1860		1735	751	1	1206		455	26.2%
Revenue						+									H		П		
Green Fees	\$	46,254	€9	25,704 \$	25,684	\$	32,265	€9	13,485	\$ 2	-	\$ 20,	+	\$ 9,176	$\overline{}$	13,565	6	4,389	21.0%
Driving Range	€9	5,732	€9	3,585 \$	3,245	€9	4,265	€9	1,463	€	3,418	\$ 3,	3,251	\$ 1,974	4	2,967	69	993	30.5%
Rentals		\rightarrow	€9	5,277 \$	5 7,101	\$	6,818	↔	2,705	€9	7,410	\$ 7,	7,502	\$ 2,754	\$	4,539	49	1,785	23.8%
Golf Shop	49	4,657	49	3,755 \$	2,416	€9	4,702	↔	2,264	\$	3,296	\$ 3,1	3,638	\$ 1,308	8	1,814	49	506	13.9%
Snack Bar	€9	9,876	€9	4,542 \$	5,050	\$	5,140	49	2,446	↔	6,754	\$ 4,	4,988	\$ 2,433	3	3,756	49	1,323	26.5%
Instruction	€9	788	49	661 \$	655	€9	1,595	49	415	49	-	49	140	6	60	,	49	(60)	-42.9%
Miscellaneous	49	1,110	49	616 \$	1,605	69	2,124	69	932.00	€9	609	\$ 2,	2,541	\$ 446	6	720	49	274	10.8%
Total Revenue	\$ 7	79,938	4	44,140	\$ 45,756	\$	56,909	40	23,710	49	51,283	\$ 42,	42,980	\$ 18,151	\$	27,361	44	9,210	21.4%
						Н									\vdash				
\$ per Start											-		+-		+		+-	15000	
Green Fees \$ per Start	₩	18.97	€9	18.67	\$ 16.42	8	18.87	49	14.55	₩	16.02	\$ 12	12.06	\$ 12.2	.22	11.25	+	(76.0)	-1.9%
Driving Range \$ per Start	49	2.35	æ	2.60	\$ 2.07	7 \$	2.49	69	1.58	₩	1.84	69	1.87	\$ 2.63	€9	2.46	-	(0.17)	-6.4%
Rentals \$ per Start	€	4.73	€9	3.83	\$ 4.54	8	3.99	49	2.92	49	3.98	\$	4.32	\$ 3.67	7	3.76	49	0.10	2.6%
Golf Revenue \$ per Start	\$	26.05	49	25.10	\$ 23.04	4	25.35	45	19.04	49	21.84	\$ 18	18.26	\$ 18.5	.51	17.47	€9	(1.04)	-5.6%
Golf Shop \$ per Start	4	1.91	€9	2.73	\$ 1.54	4	2.75	69	2.44	€9	1.77	49	2.10	\$ 1.7	.74	1.50	49	(0.24)	-13.6%
Snack Bar \$ per Start	49	4.05	€9	3.30	\$ 3.23	ω •	3.01	€9	2.64	69	3.63	\$	2.87	\$ 3.24	4	3.11	69	(0.13)	-3.9%
Concession Revenue	5	5.96	40	6.03	\$ 4.77	7	5.76	40	5.08	45	5.40	\$	4.97	\$ 4.9	\$ 86.1	4.62	49	(0.36)	-7.3%
Total Revenue \$ per Start	49	32.79	€9	32.06	\$ 29.26	6	33.28	69	25.58	49	27.57	\$ 2	24.77	\$ 24.17	7 \$	22.69	69	(1.48)	-6.1%
GolfNow Barter Rounds		40		47		0	12		58		104		79		59	88	ω	29	36.7%

-3.1%										
	\$ (1.08)	\$ 35.97	\$ 37.06	\$ 34.96	\$ 35.85	\$ 34.99	\$ 39.66	\$ 39.58	\$ 38.95	Total Revenue \$ per Start
							ı			
1.4%			\$ 6.37	-	\$ 6.45	\$ 6.38	\$ 6.98	\$ 7.92	\$ 7.28	Concession Revenue
-0.3%	\$ (0.01)	\$ 4.57	\$ 4.59	\$ 4.77	\$ 4.04	\$ 4.04	\$ 4.60	\$ 5.71	\$ 5.11	Snack Bar
6.0%	\$ 0.10	\$ 1.88	\$ 1.78	\$ 1.71	\$ 2.41	\$ 2.35	\$ 2.38	\$ 2.21		
-7.9%	\$ (2.29)	\$ 28.74	\$ 31.03	\$ 28.94	\$ 28.77	\$ 27.97	\$ 30.51	\$ 29.73	\$ 30.06	Golf Revenue \$ per Start
-6.3%	\$ (0.41)	\$ 6.61	\$ 7.02	\$ 6.45	\$ 5.68	\$ 5.95	\$ 6.51	\$ 6.41	\$ 6.92	Rentals \$ per Start
-2.6%	\$ (0.04)	\$ 1.69	\$ 1.74	\$ 1.72	\$ 1.64	\$ 1.86	\$ 1.95	\$ 1.81		Driving Range \$ per Start
-8.8%	\$ (1.84)	\$ 20.43	\$ 22.27	\$ 20.76	\$ 21.45	\$ 20.17	\$ 22.05	\$ 21.51	\$ 21.12	Green Fees \$ per Start
										\$ per Start
0.1	1	# 100,T10.00	-	-	4		_			
5 40%	\$ 42 086 00	\$ 758 413 00	\$ 716 327 00	\$ 786 477 24	\$ 789.268.00	\$ 711.132.00	\$ 900.273.00	\$ 949.202.00	***************************************	Total Revenue
-168.4%	\$ 20,341.41	\$ 12,551.00	\$ (7,790.41)	\$ (12,079.94)	\$ 10,221.00	\$ 638.00	\$ 36,100.00	\$ 34,677.00	\$ 29,114.00	Miscellaneous
137.4%	\$ 2,630.00	3,865.00		1,914.00	3,723.00	12,323.00			13,065.00	Instruction
7.2%	\$ 7,732.00	\$ 96,393.00	\$ 88,661.00	88,897.00 \$ 107,200.60	\$ 88,897.00	1		\$ 137,014.00 \$ 104,423.00	133,665.00	Snack Bar
13.7%	\$ 5,302.00	\$ 39,694.00	\$ 34,392.00	\$ 38,573.82	\$ 53,105.00	\$ 47,744.00		\$ 52,910.00 \$ 54,129.00	56,828.00	Golf Shop
2.5%	\$ 3,696.59	\$ 139,449.00	\$ 135,752.41		\$ 125,109.00	\$120,908.00 \$125,109.00 \$145,118.03		\$153,786.00 \$147,874.00	181,199.00	Rentals
5.4%	\$ 2,105.00	\$ 35,684.00	\$ 33,579.00	\$ 38,724.00	\$ 36,007.00	\$ 37,734.00		\$ 43,300.00 \$ 44,154.00	\$ 52,809.00	Driving Range
0.1%	\$ 279.00	\$ 430,777.00	\$430,498.00	\$ 467,026.73	\$ 472,206.00	\$ 409,787.00	\$ 500,509.00	\$515,843.00	\$ 552,806.00	Green Fees
										Revenue
7.8%	1752	21083	19331	22494	22017	20321	22701	23981	26176	Total Starts
40.5%	1717	21.70	1804	1470	0249	2201	0070	Othe	001	
9.7%	148	1206	1058	1529	1408	2261	3570	2461	3577	Misc/Promotional
-0.3%	-1	687	290	382	362	1700	1560	704	1460	Compliments
-43.5%	-718	1030	1748	1651	1969	1656	2337	3027	203/	Group
-5.1%	-483	7437	7920	9399	8088	10310	8751.1	2027	2627	Group Resident
16.0%	685	4909	4224	4292	3223	3996	3327	3092	4051	Resident
										Starts by Category
% Diff	FY18 v FY17	FY2018	FY2017	FY2016	FY2015	FY2014 FY2015	FY2013	FY2012	FY2011	

Activity Report for February 2018 Department 455

C.A.R.E

CARE	Enrollment	Feb. total part. hrs.	
Austin	42	42 part. x 105 hrs. = 4410	
Crater	89	89 part. x 105 hrs. = 9345	
Dundee	52	52 part. x 105 hrs. = 5460	
Edwards	80	80 part. x 105 hrs. = 8400	1000000
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Revenue	\$55,468.52	\$407,750.01
Net	-\$17,364.07	-\$112,580.86

Activity Report for February 2018 Department 474

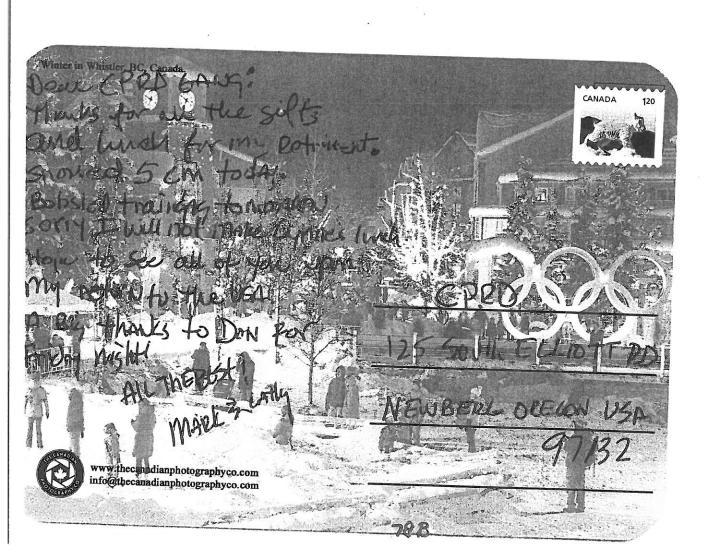
Bonnie Benedict Preschool

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Respectfully Submitted by Matthew Compton Recreation and Care Coordinator



DOM

THANK YOU FOR YOUR SUPPORT OF ST. PETER PARISH REQUEST TO THE CPRD BOAKD.

We APPRELIDED THE BOARD'S
THOUGHT FULLIES AND YOUR COMMENTS
ABOUT ST. PLYER'S GOLF TOURNAMENT
AND OUR SUPPORT FOR CPRD.

BOT WWHEN FOR A SUCCESSFUL. 2018 AND COMPLETION OF CONTRUCTION.

1/19/18

Dear Mr. Clements,

Thank you so much for meeting with me this week. I appreciate the time you took to share with me some of your knowledge and experiences beleas are beginning to percolate in my head.

I look forward to giving you a tour of penks and facilities in Troutdale. Sincerely,



CHEHALEM PARK AND RECREATION DISTRICT INSTRUCTOR CONTRACT FORM

Che	halem Park and Recreation Class Name	Quarter and Year
"Dis	s agreement is entered into this 19th day of March, halem Park and Recreation District, a government agency hereirct" and New Lety Co. No. Sagreyal, hereinafter references agree as follows:	reinafter reformed to
1.	This district agrees to contract with as an independent confollowing class(es).	stractor to teach the
	Class/Classes K-2 Youth Busket	thall
2.	The District agrees to pay Instructor for each class at the rehour or 60% of fees collected for each class (does not 25% access charge or 'late' fees). Instructor will be paid it completion of each class, compliance with terms of this ag submission of a signed contact payroll sheet to the appropriate Supervisor for services rendered. Payment will be made we payroll sheet is submitted, if approved by the Coordinator	t include Out-of-Distric in full upon satisfactory greement, and upon riate Coordinator or within 30 days after the or Supervisor in charge
3.	This contract will be valid for one (1) full year, or the leng stated above, or in class addendum. Chehalem Park and Re reserves the right to terminate this contract upon 1 (one) we Chehalem Park and Recreation District reserves the right to locations, dates, time and/or length of the classes. These are depending on facility availability. It is the Instructor's respective Park District Coordinator or Supervisor regarding which prefer teaching before class begins.	ecreation District eek notice. The o schedule all class re subject to change

- 4. The District agrees to uphold the limit of the maximum number of students per class. The District reserves the right to cancel each class which does not have the specified minimum number of students/participants registered as indicated in the addendum.
- 5. Instructor agrees to teach the above class(es) at the time(s) listed on the attached addendum for the above rate of pay.
- 6. Instructor agrees to attend the first class meeting if there is any pre-registration, and to meet participants who may come to class without registration.

- 7. Instructor agrees to notify his/her designated Coordinator or Supervisor as soon as possible if an emergency will prevent him/her from attending class. The class may not be cancelled without the approval of the Coordinator or Supervisor. Postponements of classes will be granted only by the Coordinator or Supervisor in case of emergency. Instructor agrees to make up any class he/she may miss. The Instructor may have a qualified substitute teach his/her class, but only after approval of the Coordinator or Supervisor.
- 8. Contractor will ensure that a Criminal History Background check will be cleared on anyone who has contact with patrons.
- 9. The Instructor and District agree that if any of the stipulations herein stated are breached by the Instructor, the District reserves the right to begin appropriate action which could result in complete and final termination of this contract agreement
- 10. The Instructor shall furnish all work, labor, reports, and materials needed for the class as indicated on the line below, and as specified in this agreement.
- 11. The District will provide the following, as indicated on the lines below, or the attachment, or as specified in this agreement.
- 12. Storage for equipment may be made available when possible, but the instructor assumes all responsibility, and will leave personal equipment at own risk. If the equipment is lost or stolen, the instructor will be held accountable for their own equipment replacement.
- 13. Instructor agrees to reimburse the District for any and all repairs or damages to facility, material, supplies, or equipment used, due to negligence by the Instructor. The District will not hold the Instructor liable for reasonable "wear and tear" on facility or equipment, but must notify Coordinator or Supervisor immediately if classroom or area is out of order, or anything is broken. Instructor must maintain all facilities, material supplies and equipment in a clean, safe and proper condition. Instructor must turn off lights, close doors, and windows, and make sure your students are out of the instruction area before leaving (if applicable to facility, see coordinator or supervisor).
- 14. Instructor will submit reports in writing to the Chehalem Park and Recreation District office on accidents and/or incidents with the public or participants within 24 hours of the accident or incident. The Instructor will notify immediately the District Coordinator or Supervisor who signs this agreement.
- 15. This contract contains all the terms and conditions agreed on by the parties hereto and no other agreement, oral or w\otherwise regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto. In cases of emergencies, changes may be made through the Coordinator or Supervisor orally with written confirmation following.

- 16. The Chehalem Park and Recreation District shall not be liable for any damages or other expenses that are incurred by the Instructor in the event that the class is delayed, interrupted or not held as scheduled. The Instructor will not be liable if the activity is cancelled by the Chehalem Park and Recreation District or the Newberg School District.
- 17. The parties intended that an independent contractor relationship will be created by this contract. The District is interested only in the results to be achieved, and the conduct and control of the class will rely solely on the Instructor. The Instructor is not to be considered an agent or employee of the District for any purpose, and is not entitled to any benefits from the District or to be considered the District's employees. It is understood that the District does not agree to use the Instructor exclusively. It is further understood that the Instructor is free to contract similar services to be performed for other entities while under contract with the District.
- The work to be performed under the contract shall be performed entirely at the Contractor's risk and Contractor assumes all responsibility for negligence concerning the condition of any tools and equipment used in performance with this contract.

 Print Contractor name) agrees to defend, hold harmless and indemnify Chehalem Park and Recreation District, it's officers, employees, board members, and agents from any and all liability, damages, costs, expenses and attorney fees arising out of Newberg Girls in Regligence while engaged in the activities arising out of this contract.
- 19. Contractor agrees to maintain such insurance as will fully protect both Instructor and the District from any claims under the Worker's Compensation Act or Employer's Liability Laws. If such insurance is not proven, Worker's Compensation will be deducted from your contract payroll. (See line item on contract payroll form).
- 20. Contractor will submit a copy of a Certificate of Liability Insurance in the amount of 1 million, listing Chehalem Park and Recreation District as an additional insured prior to the beginning of the contracted programs.
- 21. Neither this agreement nor any interest therein, or claim there under, shall be assigned or transferee by Instructor to any other party.

Other General Information:	
Panwent Made to:	Newhera Girls Bastrett
Contractor: Newberg	Ave Ave
Address: 2400 009 as	Ave
City, State, Zip Code: Nouberg	,0R 9713Z
Phone: 503 \ 999 - 6319	
Birth date: 2/12/82	
Signed this 19th day of March	2016
Signed this 1 1 11 day of VIII V	,20
The little	
Contractor Signature	
Signed this 19th day of March	7
Coordinator/Supervisor Signature	1
Signed thisday of	,20
Chairman of the Board	Secretary of the Board
Chehalem Park and	Chehalem Park and

Recreation District

Recreation District

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of February, 1997, by and between the City of Newberg, a municipal corporation, herein called Lessor, and Chehalem Park and Recreation District, a municipal corporation, herein called Lessee:

RECITALS:

1. Lessor is the owner of seven (7) municipal parks within the City limits of said City of Newberg described as:

Herbert Hoover Park - Tax Lot No. 3220 BB 6700 Memorial Park - Tax Lot No. 3219 AC 100, 200, 600 Scott Leavitt Park - Tax Lot No. 3220 CD 5500 Jaquith Park - Tax Lot No. 3218 DB 400 and 3218 AC 700, 800 Spring Meadow Park - Tax Lot No. 3216 AC 13700 College Park - Tax Lot No. 3217 BC 900

- Lessee is a duly organized park and recreation district including within its boundaries all of the City of Newberg and certain additional territory within School District No. 29 of Yamhill County, Oregon.
- The Lessor and Lessee have conducted negotiations relative to the leasing by Lessee from Lessor of the said three municipal parks.

NOW, THEREFORE, in consideration of the premises and for the other considerations hereinafter stated the parties agree as follows, to-wit:

- 1. That the Lessor has and does hereby lease unto Lessee the municipal parks owned by Lessor and situated in the City of Newberg for the rental hereinafter provided.
- That Lessee shall pay to the Lessor as rent for the real property hereby leased the amount of \$1.00 per year.
 - 3. It is further agreed by the parties as follows:
 - a. If the Lessee shall neglect or fail to do or perform or observe any of the covenants herein contained which on the Lessee's part are to be performed, the Lessor may, while such neglect or default continues, and after giving Lessee sixty (60) days notice of such neglect or default, demand and enter into upon the premises hereby leased, or any part thereof, in the name of the whole, and repossess the same and expel the Lessee from said premises without being taken or deemed guilty in any manner of trespass and without any other liability to Lessee.
 - 1. Lessee shall be duly notified in writing and receipt of notice shall constitute the start of the sixty (60) day notice.
 - 2. a. It is understood and agreed by the parties that at the expiration of said lease or any earlier termination thereof, Lessee shall return to the Lessor, the leased

February 24, 1997 F:\ADMIN\WP5FILES\IG\CPRD\LEASE.AGR

premises and all improvements thereon and that upon such return, all of said improvements shall be in as good order and condition as when received by Lessee, ordinary year, fire and unavoidable causalities excepted.

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- b. Lessee agrees to keep and maintain all parks and park facilities hereby leased at or above the levels of their present maintenance, and to maintain, continue and operate all recreational activities of Lessor, at or better levels.
- c. Lessee shall pay promptly when due for all water and wastewater utility charges, currently in effect, used, as changed as part of a general rate setting process for water or wastewater.
- d. Lessee specifically agrees to pay for all gas, electric power and telephone charges for such utilities furnished to said parks and park facilities or in connection with their use, or in connection with such recreational activities, making such payment promptly when due and before delinquent.
- e. Lessee agrees to procure and pay for casualty and liability insurance, including a Comprehensive Public Liability Policy, in such amounts and with such terms and limitations as shall be required by the City Manager of the City of Newberg from time to time, which shall in no event be greater than the limits of coverage carried by the City of Newberg. Lessee specifically agrees to make payment of all premiums required for such insurance promptly when due and before delinquent and to furnish to Lessor memorandum copies of all policies or certificates of insurance authenticated in accordance with the requirements of the Lessor.
 - 1. Lessee specifically agrees to provide and maintain adequate insurance coverage through its contractors, through the term of this contract, protecting Lessee and Lessor against liability for personal injuries or property damage incurred, or claimed to have been incurred, in connection with the work or as a result thereof, and Lessee further specifically agrees to at all times maintain liability insurance on its employees and officers, and to protect and save harmless Lessor from liability for injury to person or property incurred, or claimed to have been incurred, as the direct or indirect result of the making of said improvements, or in any way appertaining thereto.
- f. The parties specifically agree that this lease shall not be assigned, in whole or in part, nor shall the leased premises, or any part thereof, be allowed to come into the possession of anyone other than the Lessee without the written consent of the Lessor first duly had and obtained.
- g. Lessee agrees that Lessor by its officers, agents, and employees may go upon and examine the leased premises or any part thereof, at any time.
 - h. It is further understood and agreed between the parties that

February 24, 1997 F:\ADMIN\WP5FILES\IG\CPRD\LEASE.AGR

any land given to or acquired by Lessor for park purposes during the term of this lease shall be included within this lease without limitation.

i. It is further understood and agreed between the parties that an Urban Service Agreement pursuant to Oregon Revised Statute Chapter 195 shall be developed with the cooperation of Yamhill County for the purposes of identifying the functional role of the parties with regard to the provision of local government services within the identified Urban Growth Boundary or future identified City planning boundaries including the Urban Reserve Areas.

IN WITNESS WHEREOF Lessor has caused this lease agreement to be executed by its Mayor and Recorder pursuant to a resolution duly adopted by its Council, and Lessee has caused this lease agreement to be executed by its Chairman and its Secretary pursuant to a resolution adopted by its Board of Directors, all as of the day and year first hereinabove set forth.

(SEAL)

CITY OF NEWBERG

MAYOR

CITY RECORDER

By Authority of Resolution No. 97-2027

Adopted February 3, 1997

APPROVED AS TO FORM:

TERRENCE D. MAHR, City Attorney

CHEHALEM PARK AND RECREATION DISTRICT

BOARD CHAIR

(SEAL)

BY Milas T. M. Br.

BOARD SECRETARY

APPROVED AS TO FORM:

February 25, 1997 F:\ADMIN\WP5FILES\IG\CPRD\LEASE.AGR



RESOLUTION 97-2027

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE CHEHALEM PARK AND RECREATION DISTRICT FOR THE CARE AND MAINTENANCE OF THE CITY OWNED PARKS IN NEWBERG.

RECITALS:

- 1. The City of Newberg and the Chehalem Park and Recreation District entered into an agreement in 1968 providing for the care and maintenance of the City owned park property.
- 2. The City of Newberg electors approved a Charter amendment which does not allow the City to sell park property without a vote of the electors of the City of Newberg.
- 3. The City of Newberg and the Chehalem Park and Recreation District has had a twenty-seven year history of cooperation and collaboration to provide park services to the residents of Newberg by the City agreeing to allow Chehalem Park and Recreation District to provide park maintenance service.
- 4. The City of Newberg has benefited by having the Chehalem Park and Recreation District provide park maintenance services since it spreads to the cost of maintenance over the broader district area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newberg that the Mayor is hereby authorized to sign an agreement with the Chehalem Park and Recreation District for the care and maintenance of the City owned parks in Newberg as set forth in the agreement attached hereto "Exhibit A" to this Resolution.

ADOPTED by the Newberg City Council this 3rd day of February, 1997.

Duane R. Cole - City Recorder

ATTEST by the Mayor this 3rd day of February. 1997.

Donna Proctor, Mayor

cc\resol\reso2027

NHS Grad Night 2018 PO Box 1163 Newberg, OR 97132

November 21, 2017

NEWBERG GRAD NIGHT 2018

Dear Community Member,

If you haven't already heard, the Newberg High School Senior Parents are busy organizing and fundraising for the annual drug and alcohol free all-night Grad Party for the NHS Class of 2018. The purpose of this event is to keep our graduates safe the night of their graduation; a night that statistically is one of the most dangerous nights in a young adult's life.

This year's graduating class boasts about 350 students and our goal is to raise enough money to make it possible for every graduate to attend this event. Therefore, we are reaching out, to our local community, to ask for your support. We hope you could support Grad Night in one of the following ways.

- Make a sponsorship donation our cause
- Donate prizes or gift certificates for the graduates to win as part of the Grad Night party
- Support a student scholarship by paying their registration to the Grad Night Event

Attached you will find a donation form, for your consideration. Grad Night 2018 is 501©3 non-profit organization, tax id # 93-0998250, and therefore, all donations are tax deductible to the full extent allowed by law.

If you have any questions or require any additional information, please contact us at nhsgradnight@gmail.com. Thank you for your commitment to the youth of our community.

Sincerely,

Grad Night Committee 2018

**This event is not sanctioned by Newberg High School and the Newberg School District, therefore the organization relies 100% on community contributions, fundraisers and grad night ticket sales.



Donation FormNHS Grad Night Tax I.D. # 93-0998250

Company Nar	ne:			
Contact Perso	n:		Phone	•
Address:				
Email Addres	s:			
Please accept	the following	Donation for	NHS Grad	Night:
☐ I would	l like to make	a sponsorshi	p donation in	the amount of:
□ \$1	00 🗆 \$200	□ \$500	□ \$1,000	☐ Other: \$
	l like to dona students at th			Certificate/s to be used as prizes
Prize or	Item(s):		\$ Valu	ie:
☐ I would	l like to dona	te a \$60 schol	arship for a	student to attend Grad Night.
Please mail yo	ur tax-deducti	ble contributi	on to:	NHS Grad Night 2018 P.O. Box 1163 Newberg, OR 97132

Questions? Please contact: NHS Grad Night at nhsgradnight@gmail.com

Thank you for your support!



REQUEST FOR

PUBLIC FINANCE INVESTMENT BANKING AND

UNDERWRITING SERVICES

SERIES 2018

FULL FAITH & CREDIT AND REFUNDING AGREEMENT

MARCH 8, 2018

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Page 2 of 12 March 8, 2018 Chehalem Park & Recreation District – FF&C and Refunding Agreement

DISCLOSURES

advisor registered pursuant to the Act, and the rules and regulations promulgated therein. defined in the Municipal Advisor Rule (SEC Rule 15Ba1-1(d)(3)(vi)(B)) and the Securities Exchange Act of connection with a municipal financing and municipal financial products (as such terms may, or may not, be Advisory Services LLC ("SDAOAS") to assist, among other things, in evaluating advice and proposals in 1934, as amended (the "Act")). SDAOAS represents that they are an independent registered municipal The Chehalem Park & Recreation District (Yamhill County, Oregon) (the "District") has retained SDAO

The individual listed below represents the District as its municipal advisor:

SDAO Advisory Services LLC Mr. David Ulbricht, Director 727 Center Street NE

503.371.8667 | Email: dulbricht@sdao.com Salem, Oregon 97301 relating to such matters including the District's financing. For purposes here, "reliance" means that the The District will rely on the advice of SDAOAS with respect to advice and the evaluation of the proposals District will consider the advice, analysis and perspective of SDAOAS but does not mean that the District

assumes an obligation to follow that advice.

an obligation to follow that advice. will consider the advice, analysis and perspective of SDAOAS but does not mean that the District assumes relating to such matters including the District's Bonds. For purposes here, "reliance" means that the District provide written representation that is represented by, and will rely on the advice, of its independent correspondence to the municipal advisor. Further, and at such time requested, the District is prepared to Additionally, aside from the regulatory mandated correspondence, your institution should direct any and all The District will rely on the advice of SDAOAS with respect to advice and the evaluation of the proposals

registered municipal advisor.

Chehalem Park & Recreation District – FF&C and Refunding Agreement March 8, 2018 Page 4 of 12

administrative executive. responsible for the overall operation and direction of the District. The Board hires a superintendent to be the chief The District is governed by a five-member board elected at-large from throughout the District. They are

Issue

Full Faith & Credit Agreement (the "Agreement") which will be certificated pursuant to an Escrow Agreement into "Obligations"

Par Amount

to finance the Project and to pay the costs related to the authorization, sale, issuance and delivery of the 2007 dated April 24, 2007 (the "Refundable Obligations") in addition to an amount not to exceed \$6,000,000 Faith & Credit Obligations, Series 2006, dated August 29, 2006 and its Full Faith & Credit Obligations, Series which shall be issued in an aggregate principal amount sufficient to refund all or a portion of the District's Full Agreement. The District authorized the issuance and negotiated sale of a Full Faith and Credit Agreement of the District

Closing Date

To be determined.

Purpose

of issuance of the Obligations (the "Project"). The Agreement is being issued to finance capital costs to refund the Refundable Obligations and paying the costs

The proposed Project is listed as follows:

- 2006 and its Full Faith & Credit Obligations, Series 2007 dated April 24, 2007 (the "Refundable To refund all or a portion of the District's Full Faith & Credit Obligations, Series 2006, dated August 29, Obligations");
- Improvements, renovations and equipping the District's former Aquatic Facility;
- Purchase of real property and related improvements thereto and to pay costs of issuance of the Agreement.

Authorization

pay the costs related to the authorization, sale, issuance and delivery of the Agreement. The Authorizing 26, 2017 authorizing the issuance of the Agreement in an aggregate principal amount sufficient to refund all or a Revised Statutes ("ORS"), and of Resolution No. 10-02-17 adopted by the District's Board of Directors on October Resolution is attached herewith as Appendix A. portion of the Refundable Obligations and in an amount not to exceed \$6,000,000 to finance the Project and to The Agreement is being issued in compliance with the applicable provisions of Chapters 271.390 of the Oregon

Principal Payments

Subject to change). Annually on June 15, commencing June 15, 2018 – 2042 (See attached Preliminary Debt Service Schedule -

March 8, 2018 Chehalem Park & Recreation District – FF&C and Refunding Agreement

Page 3 of 12

REQUEST FOR PUBLIC FINANCE INVESTMENT BANKING AND UNDERWRITING **CHEHALEM PARK & RECREATION DISTRICT.** (YAMHILL COUNTY, OREGON) SERVICES

Full Faith & Credit and Refunding Agreement March 8, 2018

Section 1: - Introduction

The District

Chehalem Park & Recreation District (Yamhill County, Oregon) located in and around the Cities of Newberg

District Description

and Dundee, Oregon (the "District").

are two incorporated cities in the District encompassing about five square miles. was excluded and in 1979 the City of Dundee voted to annex to the District. The District is located in the eastern Yamhill County, Oregon. The boundaries established have remained the same except the City of Dundee originally side of Yamhill County and encompasses 68 square miles with a population of approximately 33,000 people. There The District became operational July 1, 1967 and is located in and around the Cities of Newberg and Dundee,

there are individual and family activities available; including swimming, team and individual sports, crafts, arts, patrons leisure time and provide positive and constructive alternatives for youth and adults. Through the District The District is responsible for providing, coordinating and administering various services and programs that enrich and vegetation necessary for the health of the community. Old Fashion Festival, Camellia Festival and other community related events. The District also provides open space offered year-round. In addition, the District is called upon to perform special projects in the community such as courts, meeting rooms, kitchens, pool tables, table tennis, video games and more. There are many activities courts, horseshoe pits, walking paths, nature trails, covered picnic areas, soccer fields, public restrooms, volleyball baseball diamond complex and eighteen-hole golf course, playgrounds, tennis courts, softball fields, basketball located in 11 parks situated in and around Newberg and Dundee. They include an indoor swimming pool, a drama, dance, music, clubs, tours, self-enrichment, eight (8) fitness programs and special events. Facilities are

patronize the park reportedly one of the largest of its kind in the Northwest and more than 100 skate enthusiasts per day often \$200,000 project was funded by the District, along with 33 local businesses. The 26,000-square-foot bowl is Street, with rave reviews from skaters and in-line skaters from Newberg to around the state and country. The The Chehalem Skate Park opened July 1, 2000 at Ewing Young Historical Park, located at the end of South Blaine

competitions are held at the Newberg track each week: Tuesday, Thursday and weekend evenings. The entry fee caliber arena where major national American Bicycle Association ("ABA") sanctioned competitions can be held caliber course each week. The track was recently modified by a professional BMX track builder making it a national a chance at winning trophies for each race is \$5 for weeknights when participants can win ribbons and \$8 for weekend nights when racers have The ABA sponsors BMX competitions held all over the country including the competitions at the track. Three The Bear Tracks BMX facility in Ewing Young Historical Park draws youths from around the state to its national

Page 5 of 12 March 8, 2018 Chehalem Park & Recreation District – FF&C and Refunding Agreement

Interest Payments

Semiannually on June 15 and December 15, commencing June 15, 2018 (Subject to change).

Interest Rate Basis

30/360 days.

Call Feature

The District desires the most flexible call feature and preferably without penalty.

Source of Security

of Oregon, or any other political subdivision thereof other than the District Agreement pursuant to ORS 287A.315. The Agreement does not constitute a debt or indebtedness of the State the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution to pay amounts due under the and other funds as authorized by ORS 271.390. The District pledges its full faith and credit and taxing power within The District shall pay the amounts due under the Agreement from any and all of its legally available taxes, revenues

all provisions, and venue shall be in Yamhill County. Events of Default and Remedies shall be as set forth in the subject to annual appropriation. The Agreement is not subject to acceleration, Oregon law shall be applicable to There will not be any security interest in the Project being financed and the obligation of the District to pay is not Agreement and Escrow Agreement.

Rating

'A3' rating associated with its General Obligation Bonds, Series 2015 (April 22, 2015). The District currently **DOES NOT** have an underlying credit rating. The District does, however, have a Moody's

Bank Qualification

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Section 265(b) of the Internal Revenue Code of 1986, as amended. The Obligations will be designated by the District as a "qualified tax-exempt obligation" for purposes of

Form of Agreement

shall be an expense of the initial purchaser of the Obligations. certificates representing their interests in the Obligations purchased. The cost of the Book-Entry Only system and nominee of The Depository Trust Company ("DTC"), New York, New York. Purchasers will not receive \$5,000 or integral multiples thereof. The Obligations will be registered in the name of Cede & Co., as owner The Obligations will be issued in fully registered form under a book-entry only system in denominations of

Financing Team

Bond Counsel: Hawkins Delafield & Wood LLP (Portland, Oregon)

Municipal Advisor: SDAO Advisory Services LLC (Salem, OR)

Escrow Agent/Escrow Deposit Agent: To Be Determined

Verification Agent: To be Determined

Chehalem Park & Recreation District – FF&C and Refunding Agreement March 8, 2018
Page 6 of 12

Section II: Work Scope

Additional Issuance Information

As underwriter you will be expected to provide the following: (i) review and comment on the Preliminary Official Statement and Final Official Statement; (ii) recommend financing structure, Obligations sale timing; preparation of a pricing book prior to the sale; (iii) pricing coordination; (iv) marketing of the issue and provide market perspective; (v) investor liaison; (vi) mailing or electronic distribution of the POS and final OS; (vi) review and comment on the financing documents and (viii) compliance with disclosure standards including the participation in any and all due diligence teleconferences. Additionally, you will be expected to provide a Bond Purchase agreement for the purchase of the Obligations, acknowledge and sign a receipt for the Obligations and execute a Certificate of Reoffering Price.

Upon selection, your participation in an initial Financing Team Teleconference will be required to discuss the underwriting process, assignment of tasks and responsibilities and assistance with the development of the financing calendar/timeline.

The District <u>DOES NOT</u> have an underlying credit. Depending on the responses received during this RFP process, the services of the Underwriter may be called upon to assist the District with the credit rating process, if deemed necessary.

Refundable Obligations: Both Series were originally insured by AMBAC

Chehalem Park & Recreation District Full Faith & Credit Refunding Obligations

Dated August 25, 2006	rial Events)	quest and Mate	Limited Undertaking (Upon Request and Material Events)	Limited Und
Dated August 29, 2006 **Delicity** 12 10 10 10 10 2008 4.25% 5 2009 4.25% 5 2009 4.25% 5 2011 4.25% 5 2012 4.25% 5 2013 4.25% 5 2014 4.25% 5 2015 4.25% 5 2016 4.25% 5 2017 4.25% 5 2018 4.50% 5 2019 4.50% 5 2020 4.50% 5 2021 4.75% 5 2021 4.75% 5 2021 4.75% 5 2021 4.75% 5 2021 4.75% 5 2021 4.75% 5 2021 4.75% 5 2021 4.75% 5 2021 4.75% 5 2021 4.75% 5 2021 4.75% 5 2022 4.75% 5 2023 4.75% 5 2024 4.75% 5 2025 4.75% 5 2026 4.75% 5 2027 4.75% 5 2028 4.75% 5 2028 4.75% 5 2029 4.75% 5 2020	1,120,000	5.00%	2026 (1)	вн9
Dated August 29, 2006 10-11-11-11-11-11-11-11-11-11-11-11-11-1	195,000	4.75%	2021	BG1
Dated August 29, 2006 Mappinity Intelligit 2008 4.25% 5 2009 4.25% 2011 4.25% 2011 4.25% 2011 4.25% 2011 4.25% 2011 4.25% 2015 4.25% 2016 4.25% 2016 4.25% 2016 4.25% 2016 4.25% 2016 4.25% 2017 4.25% 2018 4.50% 2019 4.50%	185,000	4.50%	2020	BF3
Dated August 29, 2006 August 29, 2006 1-2	175,000	4.50%	2019	BE6
Dated August 29, 2006 Meaning III Subject	170,000	4.50%	2018	BD8
Dated August 29, 2006 Mulaphiny Color: Interest 2008 4.25% 2009 4.25% 2011 4.25% 2011 4.25% 2012 4.25% 2013 4.25% 2014 4.25% 2014 4.25% 2015 4.25% 2016 4.25% 2016 4.25% 2016 4.25%	165,000	4.25%	2017	BCO
Dated August 29, 2006 Delicy intelled: 51 2008 4.25% \$ 2009 4.25% 2011 4.25% 2012 4.25% 2013 4.25% 2014 4.25% 2014 4.25% 2015 4.25% 2015 4.25%	155,000	4.25%	2016	882
Dated August 29, 2006 Metaliniy	150,000	4.25%	2015	ВА4
Dated August 29, 2006 Meturity 10,412 10,412 10,008 12,508 14,25% 2009 4,25% 2010 4,25% 2011 4,25% 2012 4,25% 2013 4,25%	145,000	4.25%	2014	AZ0
Dated August 29, 2006 Methin) 10-14: 11-15: 12-14	140,000	4.25%	2013	AY3
Dated August 29, 2006 Methins Deter Intellect 17 2008 4.25% \$ 2009 4.25% \$ 2010 4.25% 2011 4.25%	130,000	4.25%	2012	AX5
Dated August 29, 2006 A Tute Linky 15 1-4416	125,000	4.25%	2011	AW7
Dated August 25, 2006 Distribly interest 15 10402 keite 2008 4.25% 2009 4.25%	120,000	4.25%	2010	AV9
Dated August 25, 2006 Deputify interest Searce interest FAUR Rate 2008 4.25%	115,000	4.25%	2009	AU1
ted August 29, 2006 prity are interest p	\$ 110,000	4.25%	2008	AT4
ted August 29, 2006 Ludy	amelan	in in the second	LAND	silu);
Dated August 29, 2006			Approprient	
		29, 2006	Dated August	

(1) Term Obligation due February 1, 2026

Optonal Call: February 1, 2017 and on any date, at par-

Chehalem Park & Recreation District Full Faith & Credit Refunding Obligations

4.00% 670,000		2022 (1)	вио
4.00% 120,000		2017	втз
4.00% 115,000	4.0	2016	BS5
4.00% 110,000	4.0	2015	BR7
4.00% 105,000	4.0	2014	BQ9
4.00% 100,000	4.0	2013	BP1
4.00% 95,000	4.0	2012	BN6
4.00% 95,000	4.0	2011	BM8
4.00% 90,000	4.0	2010	BL0
4.00% 85,000	4.0	2009	BK2
4.00% \$ 80,000	4.0	2008	BJ5

(1) Term Obligation due May 1, 2022.
Optonal Call: May 1, 2017 and on any date, at par.

Chehalem Park & Recreation District – FF&C and Refunding Agreement March 8, 2018
Page 7 of 12

Section III: General RFP Provisions, Proposal Requirements and Evaluation

Any contact, direct or indirect, by proposers or its employees, agents, lobbyists or consultants with the District, project manager, legal consultants, bond counsel, municipal advisors, or other representatives regarding this RFP, except as provided herein, is prohibited. A violation of this prohibition may result in the rejection of the proposal.

Firms that submit proposals to this RFP are requested to answer each of the RFP questions in Section IV and Attachment A in a concise and clear manner. All questions should be answered in the order presented in this RFP. Initiate each response by restating the question. Quantitative schedules and financial reports (Estimated debt service schedules, sources and uses of funds and estimated tax rate impact schedules, bond pricing reports, etc.) may be attached as appendices. The inclusion of marketing information about your firm is discouraged, unless otherwise requested.

This RFP does not commit the District to make any selection or to pay any costs incurred in preparation of the responses. All responses to this RFP shall become the property of the District. It should be noted that information submitted to the District may be subject to disclosure.

It is the intent of the District to select investment banking and underwriting services based on the responses to this RFP. However, the District, at its sole discretion, reserves the right to accept or reject any or all responses as a result of this RFP, or to cancel in part or in its entirety this RFP. The District may request additional information from the respondents during the course of the selection process. By submitting a response to this RFP, the proposer agrees to perform the work described in the submitted response. The District reserves the right to accept any proposal, to modify or amend, with the consent of the proposer, any proposal prior to acceptance, to reject any or all proposals, or waive any informality or otherwise effect any agreement as the District, in its sole judgment, may deem to be necessary and appropriate.

Key Dates

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Key dates, deadlines and response format described herein apply to all firms responding to this RFP. Interested firms must provide full and succinct responses to the questions posed in this RFP. Responses must be received no later than 5:00 pm., Prevailing Pacific Time, March 23, 2018. All responses received after 5:00 pm., Prevailing Pacific Time, March 23, 2018 may be deemed non-responsive and may not be considered. To ensure timeliness of responses they may be submitted by e-mail.

Hard copies of responses are not required:

Electronic copies of the response should be delivered to:

David Ulbricht
SDAO Advisory Services LLC
727 Center Street NE
Salem, Oregon 97301
Telephone: 503.371.8667
Email: dulbricht@sdao.com

Chehalem Park & Recreation District – FF&C and Refunding Agreement March 8, 2018
Page 8 of 12

RFP distributed:	March 8, 2018
Questions due:	5:00 pm, PPT time, March 16, 2018
Answers distributed to the Group	
no later than:	March 19, 2018
RFP responses due:	5:00 pm, PPT time, March 23, 2018
Interviews and selection	TBD
Closing:	TBD
The District may interview for the app discussions with proposers. Therefor	The District may interview for the appointment but it reserves the right to act without oral presentations or other discussions with proposers. Therefore, all offers should be submitted on the most favorable terms.
All questions regarding this RFP sho Advisory Services LLC, telephone: 50	
4:00 p.m., Prevailing Pacific time, M sent by close of business March 19, a	All questions regarding this RFP should be directed in writing, by hand, fax or email to: David Ulbricht, SDAO Advisory Services LLC, telephone: 503.375.8883; fax: 503.400.3090; email: dulbricht@sdao.com , no later than 4:00 p.m., Prevailing Pacific time, March 16, 2018. Answers to all questions submitted by such deadline will be sent by close of business March 19, 2018 to all persons to whom a copy of this RFP has been sent. All proposers

Chehalem Park & Recreation District – FF&C and Refunding Agreement March 8, 2018

Page 9 of 12

Section IV: Required Information to be provided

Your proposal should address each of the following. Brevity and clarity in responses will be considered positive in the evaluation process.

A: Cover Letter (Page Limit - 2 Pages)

1.) Please begin your proposal with a cover letter. This cover letter should be signed by an individual in your firm who will be both a member of the proposing firm's financing team and who is capable of committing the firm's capital and for negotiating all fees and costs associated with the Obligation Sale. The name, address, email address and telephone number of a single individual within the firm who will be the firm's primary contact concerning the proposal must be included in this cover letter. Also, include in your cover letter the email address and/or fax number to which answers to questions can be sent. Please also state succinctly in the cover letter the primary reasons why your firm should be hired by the District, keeping in mind the specific qualifications required and described in this RFP.

B: Other Information to Be Provided

- 1.) Please indicate whether your firm expects to hire counsel with respect to this engagement. If your firm does expect to engage counsel, please set forth the name of the firm(s) you expect to engage and the name of the principal lawyer who would be assigned to this transaction. The District expects that the fee to be paid to such counsel will be the responsibility of the underwriter.
- 2.) If required, to meet the requirements of ("SEC") Rule 15c-2-12(b)(5), the District intends to covenant to provide annual financial statements and disclosure of material events. Indicate any additional annual disclosure your firm will require the District to undertake.
- 3.) Please indicate whether your firm is willing to prepare and distribute the Preliminary Official Statement and Official Statements ("Disclosure Documents"). If so, please provide your estimated fee for the production and distribution of the Disclosure Documents, including any fee associated with Disclosure Counsel, if any. If your firm is not willing to prepare the Disclosure Documents please so indicate and provide the information of any counsel, similar to Question 1 above, that you would propose to prepare the Disclosure Documents and the estimated fee.
- 4.) Please identify any conflicts of interest or matters that pose an appearance of a conflict of interest that currently exists or may arise during this underwriting engagement. Disclose any fee splitting, finder's fees or other contractual arrangements of your firm in connection with the issuance, offering, or sale of the Obligations and fully describe such arrangements that could present a real or perceived conflict of interest.
- 5.) Disclose any pending or past litigation or investigations of the firm and any enforcement and disciplinary actions taken within the past three years by the SEC or by any other regulatory body that may impact your firm's ability to underwrite the Obligations.
- 6.) Provide a listing of all certifications and opinions that your firm will require at or before settlement of Obligations.
- 7.) Provide additional relevant information about your firm or any other information that you believe would assist the District in its decision to select your firm as Underwriter (i.e. Issues underwritten by your firm similar to the Obligations (no more than 3-years' worth of data), professional biographies of your team assigned to the transaction, marketing approach to achieving the most effective and least cost to the District and underwriting and distribution capabilities).

Chehalem Park & Recreation District – FF&C and Refunding Agreement March 8, 2018

Page 10 of 12

8.) Provide any comments or suggestions to the structure and marketing efforts that would maximum the debt service savings and proceeds to the District while being cognizant to achieving the least cost approach to the District (i.e. recommendation on bond insurance or other features).

C: Cost Components

- 1.) Include a form similar to "Attachment A" with your proposal response. Provide a spread and spread component estimates based upon current market conditions, as of March 22, 2018, as well as components for a not-to-exceed amount. Assume the size and structure of the issue contained in Attachment A. Indicate estimated and not-to-exceed takedowns by maturity. The District expects the Underwriter to be able to market the Obligations at the estimated spread and spread components. Any differentiation from the estimated spread must be justified by the Underwriter and accepted by the District prior to the date of final pricing.
- Please provide, as an Appendix, listing the most recent AAA MMD (year-by-year) and the spread difference for a Bank-Qualified Baa1 rating by Moody's Investor Service and a Nonrated issue as of the close of market of March 22, 2018.
- 3.) Please provide your thoughts of the advantages or disadvantages of using credit enhancement. Supporting financing schedules should be attached as an Appendix, and should be properly identified as such, to your response, including the spread differences of using credit enhancement vs. not using credit enhancement.
- 4.) Please provide, as an Appendix and assuming the size and structure contained in Attachment A, estimated financing schedules along with pricing reports, sources and uses of funds schedules. You are not expected to estimate the fees associated with other professional service providers such as special counsel, municipal advisor, disclosure counsel (if any), bond registrar/paying agent. However, you are expected to provide a fee quote or premium for the use municipal bond insurance and the basis in which the premium is calculated.

Please note that proposals will be reviewed as if the Obligations will be sold at par, however, please provide, as a separate appendix and note as such, your couponing thoughts should the Obligations be offered as Premium Obligations.

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Form of Attachment A – UNDERWRITING USE ONLY

Fees & Expenses
TAX-EXEMPT - Bank-Qualified Underwriting Spread

- and underwriting fees (expenses)⁽¹⁾;

 4.) For evaluation purposes please assume a Par Structure. However, as a Separate Appendix and please Dated/Delivery Date: May 15, 2018;
 Credit Rating: Assume Moody's Baa1 and Nonrated
 Par Amount: Sufficient to provide funds to refund the Series 2006 and 2007 Obligations and a net deposit to the Project Fund of \$5,300,000 plus the estimated costs of issuance, underwriter's discount
- note as such, please provide your estimated couponing thoughts for a Premium Bond offering;
 5.) For sizing Purposes: Use an estimated Costs of Issuance of \$120,000 (Subject to change). Such estimate does not include Underwriter's Discount, Expenses, Underwriter's Counsel, credit enhancement and any other costs the Underwriter expects to incur;
- First Interest Payment: June 15, 2018 (Subject to change);
- 7.) First Principal Payment: June 15, 2018 for the refunding portion. June 15, 2019 for the New Money Portion.
- 8.) Proposed Maturity: See Attached. Subject to change to allow for an approximate level levy tax rate

Spread Components (\$ per \$1,000 par value):

	Estimated	Not-to-Exceed
Management Fee	\$	s
Underwriting		11
Expenses (provide detail below)(1)		
Average Takedown (provide detail below)		
Total		

(1) Underwritng Fees (Expenses)

Expense Detail	Amount
OS Printing and Distribution	s
Underwriter's Counsel	
CUSIP	
DTC	
MSRB	
Courier/Overnight	
Packages/Communications	
Operations/Administration/Back Office	
Day Loan/Fed Funds	
IPREO	
Total	^

Chehalem Park & Recreation District – FF&C and Refunding Agreement March 8, 2018
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Estimated Maturity Schedule is based on a Par Structure(1/12)(3) P Moody's Baa1 Assume Moody's Baa1/Credit Enhanced

	Assume M	Assume Moody's Baa1		Assu	Assume Moody's Baa1/Credit Ennanced	a1/Credit Enna	ncea
	Principal		Not-to-				Not-to-
Due Jun 15	Amount ⁽¹⁾	Estimated	Exceed	Due Jan. 1	Principal	Estimated	Exceed
of Year(1)(2)	(2)	Takedown	Takedown	of Year(1)(2)	Amount(1)(2)	Takedown	Takedown
2018	\$135,000			2018	\$135,000		
2019	475,000			2019	475,000		
2020	495,000			2020	495,000		
2021	515,000			2021	515,000		
2022	515,000			2022	515,000		
2023	385,000			2023	385,000		
2024	395,000			2024	395,000		
2025	405,000			2025	405,000		
2026	420,000			2026	420,000		
2027	190,000			2027	190,000		
2028	195,000			2028	195,000		
2029	200,000			2029	200,000		
2030	210,000			2030	210,000		
2031	220,000			2031	220,000		
2032	225,000			2032	225,000		
2033	235,000			2033	235,000		
2034	245,000			2034	245,000		
2035	255,000			2035	255,000		
2036	265,000			2036	265,000		
2037	280,000			2037	280,000		
2038	290,000			2038	290,000		
2039	305,000			2039	305,000		
2040	315,000			2040	315,000		
2041	330,000			2041	330,000		
2042	345,000			2042	345,000		

⁽¹⁾ Subject to Change (Provided for Illustration Only – Schedule could change depending on responses in order to properly size the issue with the optimum savings and least cost;

⁽²⁾ Term Bonds may be designated; and,

⁽³⁾ Assume Par Structure for Evaluation Purposes Only. However, please provide Premium Couponing as an Appendix.

Chehalem Park & Recreation District – FF&C and Refunding Agreement March 8, 2018
Appendix A

Authorizing Resolution

RESOLUTION NO. 10-02-17

A RESOLUTION OF CHEHALEM PARK & RECREATION DISTRICT, YAMHILL COUNTY, OREGON AUTHORIZING THE ISSUANCE AND NEGOTIATED SALE OF A FULL FAITH AND CREDIT AGREEMENT; DESIGNATING AN AUTHORIZED REPRESENTATIVE; AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT; AND RELATED MATTERS.

WHEREAS, the Chehalem Park & Recreation District, Yannhill County, Oregon (the "District") previously issued its Full Faith and Credit Obligations, Series 2006, dated August 29, 2006 (the "Series 2006 Obligations") and its Full Faith and Credit Obligations, Series 2007, dated April 24, 2007 (the "Series 2007 Obligations"); and

WHEREAS, the Board of Directors of the District is authorized pursuant to the Oregon Constitution and Oregon Revised Statutes ("ORS") Sections 271.390 and 287A.360 to issue current refunding obligations for the refunding of all or any portion of its outstanding Series 2006 Obligations and outstanding Series 2007 Obligations (collectively, the "Refundable Obligations"); and

WHEREAS, the District has determined it is in their best interest to refund all or any portion of the Refundable Obligations and the Authorized Representative shall select all or any portion of the Refundable Obligations to be refunded in accordance with Section 4 hereof; and

WHEREAS, the District is also authorized by ORS 271.390 to finance real or personal property that is needed by the District; and

WHEREAS, the District has determined to finance the acquisition of real property and related improvements and capital costs for the aquatic and fitness facilities (collectively, the "Project") and to pay costs of issuance pursuant to ORS 271.390;

NOW, THEREFORE, the Board of Directors of Chehalem Park & Recreation District, Yamhill County, Oregon, resolves as follows:

SECTION 1. AUTHORIZATION OF AGREEMENT

The District authorizes the:

a. <u>Issuance and Sale of Agreement.</u> The District authorizes the issuance and negotiated sale of a Full Faith and Credit Agreement (the "Agreement") of the District which shall be issued in an aggregate principal amount sufficient to refund all or a portion of the Refundable Obligations and in an amount not to exceed \$6,000,000 to finance the Project and to pay the costs related to the authorization, sale, issuance and delivery of the Agreement.

The estimated weighted average life of the Agreement does not exceed the estimated dollar weighted average life of the projects being refinanced and the Project financed with the Financing Agreement, as required by ORS 271.390.

b. <u>Escrow Agreement</u>. The District also authorizes the execution and delivery of an escrow agreement between the District and the escrow agent (the "Escrow Agreement"), in a form satisfactory to the Authorized Representative, pursuant to which an escrow agent may execute certificated obligations representing the principal amount payable under the Agreement,

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and evidencing the right of the escrow agent to receive the District's finance payments under the Agreement.

SECTION 2. FINANCE PAYMENTS.

The District shall pay the amounts due under the Agreement from any and all of its legally available taxes, revenues and other funds as authorized by ORS 271.390. The District hereby pledges its full faith and credit and taxing power within the limitations of Sections 11 and 11b of Article XI of the Oregon Constitution to pay the amounts due under the Agreement pursuant to ORS 287A.315.

SECTION 3. DESIGNATION OF AUTHORIZED REPRESENTATIVE.

The District hereby authorizes the President and Superintendent (each an "Authorized Representative") to act on behalf of the District and determine the remaining terms of the Agreement as delegated in Section 4 below.

SECTION 4. DELEGATION OF FINAL TERMS AND SALE OF OBLIGATIONS AND ADDITIONAL DOCUMENTS.

The Authorized Representative is authorized, on behalf of the District, to:

- a. determine if the Agreement shall be placed with a bank or other financial institution or sold to the public markets;
- negotiate and execute a purchase agreement with the underwriter or purchaser;
- c. approve of and authorize the distribution of any preliminary and final Official Statements and determine if the Agreement shall be issued as tax-exempt or taxable or as a 501(c)(3) obligation;
- appoint a certified public accounting firm to act as verification agent to produce a
 report demonstrating the ability of the escrow account to meet all future debt service and related
 costs relative to the Refundable Obligations;
- e. establish the maturity and interest payment dates, dated date, principal amounts, optional and/or mandatory redemption provisions, interest rates, denominations, and all other terms under which the Agreement shall be issued, sold, executed, and delivered;
- f. select the maturities of the Refundable Obligations to be refunded and cause notice of call and redemption to be given as required by law;
- g. appoint an escrow deposit agent and enter into an escrow deposit agreement;
- h. appoint an escrow agent, registrar and paying agent and execute and negotiate an escrow agreement for the certification and offering of obligations, if required;
- i. subscribe for and obtain eligible securities to be deposited in an escrow fund for the Refundable Obligations, if necessary; to the extent that any such action has been taken prior to the date of this Resolution, such action is hereby ratified;

- j. negotiate the terms and approve of the Agreement and any escrow agreement as the Authorized Representative determines to be in the best interest of the District, and to execute and deliver the Agreement and any escrow agreement;
- k. determine whether the issuance shall be Book-Entry and take such actions as are necessary to qualify the issuance for the Book-Entry System of DTC, including the execution of a Blanket Issuer Letter of Representations as necessary;
- seek to obtain a rating, if determined by the Authorized Representative to be in the best interest of the District;
- apply for municipal bond insurance, if determined to be in the best interests of the District, and expend proceeds to pay any insurance premiums and to execute and deliver any required insurance agreement;
- n. approve, execute and deliver a Continuing Disclosure Certificate pursuant to SEC Rule 15c2-12, as amended (17 CFR Part 240, § 240.15c2-12), if necessary;
- o. designate the Agreement as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Code, if applicable;
- p. make any clarifying changes or additional covenants not inconsistent with this Resolution; and
- q. execute and deliver a certificate specifying the action taken pursuant to this Resolution, and any other documents, agreements or certificates that the Authorized Representative determines are necessary and desirable to issue, sell and deliver the Obligations in accordance with this Resolution.

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SECTION 5. REIMBURSEMENT.

The District may incur expenditures (the "Expenditures") to pay costs of the Project prior to the issuance of the Agreement and hereby declares its official intent to reimburse itself for any Expenditures the District may make from its own funds on the Project from the proceeds of the Agreement, the interest on which may be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). This Resolution is adopted as official action of the District in order to comply with Treasury Regulation Section 1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Expenditures of the District incurred prior to the date of issue of the Agreement.

SECTION 6. APPOINTMENT OF MUNICIPAL ADVISOR AND SPECIAL COUNSEL.

The District affirms the appointment of SDAO Advisory Services as the Municipal Advisor, and Hawkins Delafield & Wood LLP, as Special Counsel to the District for the issuance of the Agreement.

SECTION 7. RESOLUTION TO CONSTITUTE CONTRACT.

In consideration of the purchase and acceptance of any or all of the Agreement by those who shall own the same from time to time (the "Owners"), the provisions of this Resolution shall be part of the contract of the District with the Owners and shall be deemed to be and shall constitute a contract between the District and the Owners. The covenants, pledges, representations and warranties contained in this Resolution or in the closing documents executed in connection with the Agreement, including without limitation the District's covenants and pledges contained in Section 2 hereof, and the other covenants and agreements herein set forth to be performed by or on behalf of the District shall be contracts for the equal benefit, protection and security of the Owners, all of which shall be of equal rank without preference, priority or distinction over any other thereof, except as expressly provided in or pursuant to this Resolution.

ADOPTED by the Board of Directors of the Chehalem Park & Recreation District, Yamhill County, Oregon this 26th day of October, 2017.

CHEHALEM PARK & RECREATION DISTRICT YAMHILL COUNTY, OREGON

President

ATTEST:

By: We

Superintendent

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Addendum – Additional Data

The information contained herein should not be construed as representing all conditions affecting the District, the Agreement or the Obligations. Additional information may be obtained from the District's Municipal Advisor. The statements relating to the Resolution, the Agreement and Obligations are in summarized form, and in all respects are subject to and qualified in their entirety by express reference to the provisions of such document in its complete form.

The District and Municipal Advisor do not guarantee all estimates, assumption, statistical information and other statements contained herein, while taken from sources considered reliable. So far as any statement herein includes matters of opinion, or estimates of future expenses and income, whether or not expressly so stated, they are intended merely as such and not representations of fact.

The information assembled herein is not to be construed as a contract with a lender or holder of the Agreement and Obligations and such information is being provided solely for the purpose of providing basic information about the District.

DEBT AND FINANCIAL OBLIGATIONS

Debt Management

The District has always promptly made principal and interest payments on its outstanding bonds and other indebtedness when due. Additionally, no obligations, bonds or other forms of indebtedness have been issued for the purpose of preventing an impending default or for operational purposes.

Debt Limitation

Full Faith and Credit Obligations/Limited Tax Obligations. A public body (as defined under ORS 287A.001), such as the District, or council of government may pledge its lawfully available funds for the financing of real or personal property under ORS 271.390. Except as noted below, the Oregon Constitution and statutes do not limit the amount of full faith and credit debt a local government may incur. Full faith and credit obligations can take the form of bonds, certificates of participation, notes or capital leases.

General Obligation Bonds. Park and recreation districts formed under ORS Chapter 266 are limited in the amount of indebtedness they may incur. The aggregate of general obligation bonds issued and outstanding at any one time shall in no case exceed two and one-half percent (2.50% of Real Market Value ("RNV") of all taxable property within the District. The Obligations are NOT a general obligation bond of the District The calculation of the District's general obligation debt capacity is as follows:

	Percent of Debt/Real Market Value
13.67%	Percent of Debt Capacity/Limit Outstanding
\$119,904,250	Remaining Debt Capacity
18,985,000	Outstanding Obligations Subject to Limitation (2)
\$138,889,250	Debt Capacity (2.50% of RMV)
\$5,555,570,014	Real Market Value (fiscal year 2017-18) (1)

(1) The District's fiscal year commences July 1 and ends on the following June 30 (the "Fiscal Year").

(2) Pursuant to Oregon Revised Statutes Chapter 266 park and recreation districts are limited in the amount of indebtedness they may incur. The aggregate amount of general obligation bonds issued and outstanding at any one time shall in no case exceed two and one-half percent (2.50%) of Real Market Value of all taxable property within the District...

Source: The District

Chehalem Park & Recreation District – FF&C and Refunding Agreement March 8, 2018
Appendix B - 3

	chenale (A	Chenalem Paix & Regreation District Overlapping Debt (As of January 15, 2018)	nDisne. 118)			
					When o	Sylide
	Close Onest munic	Cultimeting the	Company of the Compan		Blos	E
	TO CHECKING.	Selentary.	Tuber (4)		Contribute	
Availab	(TENCHETCH)	Cathara and a	Company Company	And British with School	171	*4 000 474
City of Dundee	\$4,288,471	\$4,288,471	\$377,927,708	100.00%	\$4,288,4/1	\$4,288,471
City of Newberg	16,400,758	7,110,758	2,867,401,344	100.00%	16,400,758	7,110,758
Dundee Rural Fire Protection District	1,105,000	1,105,000	269,262,651	87.23%	963,929	963,929
Northwest Regional ESD	4,315,203	*	107,659,200,472	0.00%		
Portland Community College	389,260,000	302,090,000	217,143,369,580	2,21%	8,604,592	6,677,699
Washington County School District No. 1J (Hillsboro)	507,245,000	507,245,000	20,072,720,531	0.00%		
Willamette ESD	22,984,787	9,756,880	51,747,103,538	9.27%	2,131,586	904,843
Yamhill County	2,956,176	2,501,176	11,926,513,477	40.25%	1,189,743	1,006,623
Yamhill County School District No. 29J (Newberg)	47,534,029	47,534,029	5,081,588,423	94.44%	44,890,281	44,890,281
Yamhill Rural Fire Protection District	120,000	120,000	468,236,710	0.45%	540	540
TOTAL CUEDI ADDINO	\$996,209,424	\$881,751,314			\$78,469,901	\$65,843,146

(1) Gross Property Tax Backed Debt includes all general obligation bonds and full faith & credit obligations.
(2) Nei Property Tax Backed Debt includes Gross Property Tax Backed Debt less self-supporting unlimited-bax general obligations and less self-supporting full faith & credit debt.

Source: Debt Management Division, Oregon State Treasury.

REVENUE SOURCES

Park and Recreation District

Park and recreation districts receive General Fund revenue from two primary sources: Ad valorem property taxes and charges for services. For the fiscal year ending June 30, 2016 ad valorem property taxes provided 45.14% of the District's General Fund revenues. Other sources of revenues are provided below:

		Chehale	m Par	æ ₽	k & Regreation D	Hala.			
をおながれることにはいいません	10	Prima	ry Revenue	Sour	Primary Revenue Sources - General Fund	Fund			
		Fiscal Year	ar		Fiscal Year	ear		Fiscal Year	
Revenue Sources	T	2014	%		2015	%		2016	%
Taxes	\$	2,387,179	48.14%	Ş	2,601,163	44.37%	S	2.618.333	45 14%
Golf Clubhouse		1,173,589	23.67%		1,340,445	22.86%		1 317 337	22 71%
Playgrounds/Centers		348,140	7.02%		471,746	8.05%		624 346	10 76%
Pool Receipts		393,737	7.94%		454,478	7.75%		500 860	8 64%
Sports Receipts	Γ	243,191	4.90%		292,474	4.99%		331 330	5 71%
	Γ	4,545,836	91.67%		5,160,306	88.02%		5,392,201	92 97%
All Other Revenues		413,092	8.33%		702.420	11 98%		408 000	7 03%
							1		1.00,0
Total Revenues	\$	4,958,928	100.00%	s	100.00% \$ 5,862,726	100.00%	S	5.800.230	100 00%
							I		

Source: District Audited Financial Statements.

Tax Rate Limitation – Measure 5

A tax rate limitation was established in 1990 as the result of a constitutional amendment. That amendment (now Article XI, Section 11b, often called "Measure 5") separates property taxes into two categories: one to fund the public school system (kindergarten through grade twelve school districts, education service districts and community college districts, collectively, "Education Taxes") and one to fund government operations other than the public school system ("General Government Taxes"). Education Taxes are limited to \$5 per \$1,000 and General Government taxes are limited to \$10 per \$1,000 of the Taxable Real Market Value of property (the "Measure 5 Limits"). If the taxes on a property exceed the Measure 5 Limit for Education or General Government, then tax rates are compressed to the Measure 5 Limit. Local Option Levy rates compress to zero before there is any compression of Permanent Rates. In Fiscal Year 2017-18, there is an expected \$5.05 compression loss in the District in Polk County due to Article XI, Section 11b.

Taxes imposed to pay the principal and interest on the following bonded indebtedness are not subject to Measure 5 Limits: (1) bonded indebtedness authorized by a specific provision of the Oregon Constitution; and (2) general obligation bonded indebtedness incurred for capital costs approved by the electors of the issuer and bonds issued to refund such bonds. Property taxes imposed to pay the principal of and interest on the voter approved general obligation bonds are not subject to the limitations of Article XI, Sections 11 and 11b. The Agreement and Obligations are not voter approved bonds.

In 2007, the Oregon Supreme Court determined that taxes levied by general purpose governments (such as cities and counties) may be subject to the \$5 per \$1,000 limit if those taxes are used for educational services provided by public schools.

Property Tax Collections

Each county assessor is required to deliver the tax roll to the county tax collector in sufficient time to mail tax statements on or before October 25th each year. All tax levy revenues collected by a county for all taxing districts within the county are required to be placed in an unsegregated pool, and each taxing district shares in the pool in the same proportion as its levy bears to the total of all taxes levied by all taxing districts within the county. As a result, the tax collection record of each taxing district is a *pro-rata* share of the total tax collection record of all taxing districts within the county combined.

Under the partial payment schedule, taxes are payable in three equal installments on the 15th of November, February and May of the same Fiscal Year. The method of giving notice of taxes due, the county treasurer's account for the money collected, the division of the taxes among the various taxing districts, notices of delinquency, and collection procedures are all specified by detailed statutes. The lien for property taxes is prior to all other liens or encumbrances of any kind on real or personal property subject to taxation. By law, a county may not commence foreclosure of a tax lien on real property until three years have passed since the first delinquency.

A Senior Citizen Property Tax Deferral Program (1963) allows certain homeowners to defer taxes until death or sale of the home. A similar program is offered for Disability Tax Deferral (2001), which does not have an age limitation.

The following tables represent historical tax information for the District.

	THE RESERVE THE PARTY OF THE PA							
99.20%	95.33%	2,401,360			0.9076	2,645,834,952	3,258,322,723	2012-13
99.02%	95.81%	2,468,720			0.9076	2,720,052,754	3,344,335,883	2013-14
98.68%	95.92%	2,601,524			0.9076	2,866,377,271	3,698,673,773	2014-15
98.07%	96.40%	3,967,987	0.4190		0.9076	2,987,874,460	3,830,818,773	2015-16
96.78%	96.78%	4,207,019	0.4202		0.9076	3,153,599,588	4,312,924,281	2016-17
NA(2)	NA(2)	- \$ 0.4132 \$ 4,333,034	\$ 0.4132		\$ 0.9076 \$	\$ 5,555,570,014 \$ 3,280,613,131 \$	\$ 5,555,570,014	2017-18
As of 30-Jun-17	Year of Levy	Taxes Imposed ⁽¹⁾	Bond Tax Rate	Local Option Tax Rate	Local Operating Tax Option Tax Bond Tax Rate Rate Rate	Taxable Assessed Value Used to Compute Rates	Real Market Value	Fiscal Year
ixes Collected	Percentage of Taxes Collected		ssed Value	1,000 of Asse	Tax Rates per \$1,000 of Assessed Value			
		glio.	olizator usu Olizator uso Diagoti _e	am Park & Recreation o Algory and Trit Sollection Venning Sounty, Gregori	Telinoley control of the section of			
西東 日本				10 10 10 10 10 I		Management of the Party of the		Name and Address of the Owner, where

NA - Not Available.

(1) Amount to be raised from the District's permanent operating tax rate of \$0.9076/\$1,000 of taxable assessed value plus a bond rate of \$0.4132/\$1,000 of taxable assessed value.

(2) In process of collections.

Source: Yamhill County Assessment and Taxation

Chehalem Park & Recreation District – FF&C and Refunding Agreement March 8, 2018
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The following table presents the Fiscal Year 2017 tax rates for the District and other taxing jurisdictions within Yamhill County that overlap the District. The District's Operating Tax Rate Limit is \$0.9076 per \$1,000 of assessed property value. The Operating Tax Rate Limit was calculated in conjunction with the implementation of Measure 50 in 1997. The Permanent Rates shown in the following table are the rates that are actually applied to the assessed value of the taxing district. The Permanent Rates may be different from the Operating Tax Rate Limit of the taxing district due to the decision by the taxing district to levy less than its Operating Tax Rate Limit.

(Yamhill County, Oregon)	(Yamhill County, Oregon)			Book of the second
2017-18 Consoli	2017-18 Consolidated Tax Rates Per \$1,000 (1)	\$1,000 (1)		
Tax Code Area 29.0 (AV \$1,855,195,227) Represents 56.55% of District's Assessed Value	Billing Rate	Local Option	Bond Levy Rate	Consolidated
General Government				
Yamhill County	\$2.5775	\$0,000	co popo	7777
Yamhill County Extension Service		0.0000	50.0000	32.5775
Yambill County Soil & Water Picture	0.0449	•		0.0449
rainini county soll & water District	0.0354	,	,	0.0354
City of Newberg	4.3827			4.3827
Chenalem Park & Recreation District	0.9076	,	0.4132	1.3208
TOTAL GOVERNMENT	\$7.9481	\$0.0000	\$0.4132	\$8.3613
Yamhill Cnty Sch. Dist. No. 29J (Newberg)	\$4,6616	\$0,000	62 1470	2
Portland Community College Dist.	0.2828		0 3020	0.6050
Willamette ESD	0.2967			0.2967
TOTAL SCHOOLS	5.2411		3,4642	8.7053
IOIALIAXRAIE	\$13.1892	\$0.0000	\$3.8774	\$17.0666

NOTE: County assessors report levy rates by tax code. Levy rates apply to taxable "assessed" property value. Tax rate limitations are based upon "real market" value and are reported in total dollar amount of compression, if any, for each taxing jurisdiction.

(1) Post-Compression Tax Rates. The District is expected to have a compression loss of \$5.05 for Fiscal Year 2017-18 (Yamhill Assessor's office).

Source: Yamhill County Assessment and Taxation

The following tables contain information concerning major taxpayers in Yamhill County and the District. Tax amounts are the total taxes paid by the taxpayer within the boundaries of the taxing jurisdiction. These amounts are distributed to individual local governments by the County. A breakdown of amounts paid to each individual local government is not available.

Yamhill County Major Taxpayers - 2017-18 Fiscal Year

100.00%	8,619,949,331		Total County
96.74%	8,338,739,049		All Other County Taxpayers
3.26%	281,210,282		Subtotal - Top Ten of County's Largest Taxpayers
0.21%	18,160,000	59,623	Foxglove Properties
0.15%	13,190,210	66,787	Frontier Communications
0.16%	13,429,760	69,317	The Allison Inn & Spa LLC
0.23%	19,864,852	71,448	Adec Inc.
0.19%	16,207,480	94,984	SP Fiber Technologies NW LLC
0.33%	28,257,130	104,669	Northwest Natural Gas Co.
0.19%	16,443,320	112,973	Comcast Corp.
0.36%	31,269,730	142,780	MPT of McMinnville-Capella LLC
0.61%	52,289,800	161,107	Cascade Steel Rolling Mills Inc.
0.84%	\$72,098,000	\$303,111	Portland General Electric
Value	Value (8)	0)	Owner of Record (Taxpayer)
Percent of	Taxable Assessed	Taxes imposed	

(1) Tax amount is the total paid by the taxpyer withihn the boundaries of the County. This amount is distributed to individual local governments by Yamhill County.

(2) Assessed value does not exclude offsets such as urban renewal and farm tax credits.

Source: Yamhill County Assessment and Taxation

Chehalem Park & Recreation District
Major Taxpayers - 2017-18 Fiscal Year

Owner of Record (Taxpayer)	Taxes Imposed ⁽¹⁾	Taxable Assessed Value ⁽²⁾	Percent of Value
SP Fiber Technologies NW LLC	\$48,673	\$36.851.340	1 170
Portland General Electric	46.738	000 985 55	1 000/
ADEC Inc.	36 612	27 710 914	1.00
The Allison Inn & Spall C		,,,01	0.04/0
5 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	35,520	26,892,935	0.82%
Northwest Natural Gas Co.	27,788	21,039,000	0.64%
K&J Real Estate LLC	26,438	20,016,332	0.61%
A to Z Wneworks LLC	24,961	18.898.525	0 58%
Comcast Corporation	22,794	17,257,900	0.53%
Fred Meyer Stores Inc.	22,711	17,194,939	0.52%
Friendsview Manor Inc.	20,163	15,265,843	0.47%
Subtotal - Top Ten of District's Largest Taxpayers		236,522,628	7.21%
All Other District Taxpayers		3,044,090,503	92.79%
Total District		3,280,613,131	100.00%

individual local governments by Yamhill County.

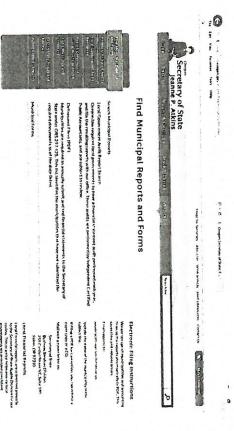
Source: Yamhill County Assessment and Taxation

⁽²⁾ Assessed value does not exclude offsets such as urban renewal and farm tax credits.

Chehalem Park & Recreation District . Audited Financial Statements

Due to file size the District's Audits can be obtained by accessing the Oregon Secretary of State's Website: https://secure.sos.state.or.us/muni/public.do

If you have difficulty in accessing the file please contact: David Ulbricht (dulbricht@sdao.com)



From: Brian Gilday BGilday@municode.com

Subject: CPRD Website Accessibility Upgrades - ADA / Section 508 / WCAG

Date: February 15, 2018 at 1:18 PM

To: kricker@cprdnewberg.org, Mitchel Hanson MHanson@municode.com



Kat,

As you may know, new federal website accessibility guidelines have been released in an effort to improve the usability of websites for individuals with disabilities. These new standards are more stringent than those that were in effect when we first launched your website.

The goal of this email is to inform you of the new standard and the efforts our team has made over the past several months to improve your website's compliance.

WCAG 2.0 - The New Accessibility Standard

The new guidelines call for websites to comply with the WCAG Level 2.0 standard. WCAG stands for Website Content Accessibility Guidelines. These are the accessibility standards established by the Worldwide Web Consortium (W3C). You can learn more about WCAG by visiting their website: https://www.w3.org/WAI/intro/wcag

Previously, there were different, sometimes conflicting guidelines established by the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act, and Section 255 of the Telecommunications Act. These bodies have normalized to use WCAG 2.0 as the base standard for web, non-web electronic content, and software effective January 18, 2018.

Website Accessibility Improvements Completed So Far

Our team proactively initiated an internal accessibility improvement project in September 2017 to evaluate all customer websites, including yours, and to develop a plan of attack for improving compliance. Since that time, we have completed the following actions at our expense:

- Automated Testing for WCAG Level 2.0 AA
 - We tested your website home page for WCAG 2.0 AA compliance using the <u>Total Validator</u> testing program.
- HTML Fixes
 - We fixed several reported accessibility errors that were related to your site's master HTML structure
- Image Alt tags Home Page
 - If any home page images were missing an alt tag, we added appropriate alt tags for you
- Image Alt tags Inner Pages
 - We implemented a new feature on all your website pages that makes alt tags required for any new images that you add to the website. You will no longer be able to create or update a page unless image alt tags have been added.
 - A good resource for learning about image alt tags can be found here: https://www.w3.org/WAI/tutorials/images/decision-tree/

Additional Accessibility Improvements Coming in 2018

In addition to the improvements made so far, we plan on making the following additional improvements to your website over the coming months. You will receive follow up emails as these improvements are completed:

1. Mobile-Friendly Tables

a. We have implemented an improvement to the way that tables are implemented to make them easier to browse when navigating on a mobile device.

2. Updated Emergency Alerts Feature (Alerts 2.0)

a. The 'scrolling' aspect of the current alerts feature does not meet does not pass the new accessibility guidelines. We have designed a new 'non-scrolling' alert feature to replace your current alert that meets the new guidelines.

3. Missing Alt tags report

a. We will create a new "Missing Alt Tags" report. This report will show any pages that are missing alt tags. You will be able to use this report to edit those pages and make corrections accordingly. Alternatively, you can ask us for a quote to make the updates on your behalf.

4. Color Contrast Testing

- a. We will conduct additional testing of your site design to determine if it passes the latest color contrast guidelines.
- b. We will provide the results of that testing and a quote on the costs to resolve those issues.

5. Additional inner page improvements

a. We will be evaluating additional inner pages such as your website calendar, job openings page, bids/rfps page, etcetera to detect and fix underlying issues.

6. Continuous, ongoing improvement

a. Our plan is to proactively improve our solution as website accessibility techniques continue to evolve.

Questions?

Mitchel Hansen, our internal accessibility expert, will be leading our ongoing accessibility improvement efforts. He will also act as your main point of contact for questions. Mitchel can be reached at mhansen@municode.com or 971-206-7999.

:: Brian Gilday - President, Municode Web

:: 971-206-7082 (o)