

**CHEHALEM PARK AND RECREATION DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
CHEHALEM ADMINISTRATION OFFICE
125 S. ELLIOTT ROAD
NEWBERG, OREGON
APRIL 26, 2018
6:00 P.M.**

- 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 March 22, 2018 and Budget Committee meeting on April 3, 2018.
 - B. Approval of Bills Payable
 - C. Approval of March Financials
- V. Public Participation**
 - A. Leah Griffith will make a presentation on Cultural District
 - B. Others not on Agenda
- VI. Action Items/Committee Reports/Board Comments**
 - A. Approval of Andervold Contract
 - B. Approval of Bob and Crystal Rilee Park Advisory Committee Bylaws
 - C. Approve Golf Architect's Agreement
 - D. George Fox University Contract Agreement for Use of Pool
 - E. Presentation on Sports Complex
 - F. 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 May 24, 2018.

Do not forget Budget Hearing Meeting May 24, 6pm

To: Board of Directors
From: Superintendent
Date: March 19, 2018
Re: Background information for March 22, 2018 Board Meeting
Number corresponds to Agenda Item

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

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 (5-11) for Regular Meeting Minutes of March 22, 2018 and Budget Committee meeting on April 3, 2018.

RECOMMENDATION: Approval of Regular Board Meeting Minutes for March 22, 2018 and Budget Committee meeting on April 3, 2018.

B. Approval of Bills Payable-Bills Payable summary is on page (12) 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 \$361,394.79 General Fund, \$683,371.62 Capital Pool Construction and Loan Fund, \$0.00 SDC Fund, Foundation \$0.00.

C. Approval of March 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 (13) for review.

RECOMMENDATION: Approve March Financials.

V. **PUBLIC PARTICIPATION**

A. Cultural District Report – Please see page (14-35) for report. Leah will give the report.

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

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

A. Approval of Andervold contract – Please see pages (36-37) for copy.

RECOMMENDATION: To approve contract

B. Approval of By Laws for Bob & Crystal Rilee Park Advisory Committee – Please see pages (38-41) for copy.

RECOMMENDATION: Approve By Laws

C. Approve Golf Architects Agreement – Please see pages (42-47) for copy

RECOMMENDATION: Approve Agreement

D. George Fox University Pool Agreement – Please see page (48-52) for copy

RECOMMENDATION: Approve Agreement

E. Presentation on Sports Complex – Julie will give the Board information on the need for Sports Complex. No decisions is needed.

F. 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 lower and revenue is up. Revenue is up in SDC because we raised the fee.

DESCRIPTION	<u>GENERAL FUND SUMMARY</u>		
	AS OF 3/31/16-17	AS OF 3/31/17-18	DIFFERENCE
TOTAL EXPENDITURES	\$ 4,146,295.60	\$ 4,120,305.03	<\$ 25,990.57>
TOTAL OPERATION EX.	\$ 3,200,931.53	\$ 3,393,945.25	\$ 193,013.72
TOTAL CAP/AQ/DEV/TRS	\$ 945,364.07	\$ 726,359.78	<\$ 219,004.29>
TOTAL REVENUE	\$ 5,694,932.47	\$ 6,106,558.48	\$ 411,626.01
TOTAL TAXES	\$ 2,677,188.41	\$ 2,683,145.06	\$ 5,956.65
TOTAL FEES & CHARGES	\$ 1,942,311.82	\$ 2,073,360.44	\$ 131,048.62
TOTAL OTHER REVENUE	\$ 52,143.57	\$ 37,914.00	<\$ 14,229.57>
BEGINNING BALANCE	\$ 1,023,288.67	\$ 1,312,138.98	\$ 288,850.31
<u>BALANCE</u>	<u>\$ 1,548,636.87</u>	<u>\$ 2,185,617.99</u>	<u>\$ 501,767.29</u>

DESCRIPTION	<u>SDC FUND SUMMARY</u>		
	AS OF 3/31/16-17	AS OF 3/31/17-18	DIFFERENCE
BEGINNING BALANCE	\$ 274,631.34	\$ 347,665.46	\$ 73,034.12
INTEREST	\$ 1.81	\$ 1.39	<\$.42>
CITY OF NEWBERG	\$ 143,918.23	\$ 294,022.51	\$ 150,104.28
CITY OF DUNDEE	\$ 3,953.32	\$ 21,364.00	\$ 17,410.68
COUNTY OF YAMHILL	\$ 10,728.55	\$ 98,678.24	\$ 87,949.69
TOTAL REVENUE	\$ 433,233.25	\$ 761,731.60	\$ 328,498.35
TOTAL EXPENDITURE	\$ 8,180.71	\$ 550,531.75	\$ 542,351.04
<u>BALANCE</u>	<u>\$ 425,052.54</u>	<u>\$ 211,199.85</u>	<u>\$ <213,852.69></u>

Please note the operational cost is up about \$21,446 monthly. The revenue is up about \$15,223 monthly. If trend continues our ending balance will decrease about \$56,000.

B. Superintendent Report – To be given at meeting. Will discuss Dundee Waterfront Development. Please see page (53-57)

C. Staff Reports – Please see pages (58-60)

IX. **CORRESPONDENCE**

A. Citizens Comments/Evaluations – Please see page (61-62).

B. Miscellaneous Information – Please see page (63).

X. **ADJOURNMENT.**

MAY 24, 2018 IS OUR NEXT SCHEDULED BOARD MEETING.

DO NOT FORGET BUDGET HEARING MEETING MAY 24 2018 AT 6:00 P.M.

INDEX

<u>DESCRIPTION</u>	PAGES
CONSENT AGENDA	
BOARD MINUTES & SPECIAL WORK SESSION.....	5 - 11
BILLS PAYABLE.....	12
FINANCIALS.....	13
PUBLIC PARTICIPATION	
CULTURAL DISTRICT.....	14 - 35
ACTION ITEMS	
APPROVAL OF ANDERVOLD CONTRACT.....	36 - 37
APPROVAL OF BOB CRYSTAL RILEE ADVISORY COMMITTEE BYLAWS.....	38 - 41
APPROVAL OF GOLF ARCHITECT'S AGREEMENT.....	42 - 47
GEORGE FOX AGREEMENT.....	48 - 52
SUPERINTENDENTS DESK	
SUPERINTENDENT REPORT.....	53 - 57
STAFF REPORTS.....	58 - 60
CORRESPONDENCE	
CITIZEN COMMENTS/EVALUATIONS.....	61 - 62
MISCELLANEOUS INFORMATON.....	63

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

- I. Peter Siderius called the meeting to order 6:03 p.m.
- II. Roll Call
 - Board members:
 - Peter Siderius
 - Bart Rierson
 - Don Loving
 - Mike Ragsdale
 - Lisa Rogers - absent
 - CPRD Staff:
 - Don Clements, Superintendent
 - Casey Creighton, Golf Course Grounds Supervisor
 - Julie Petersen, Special Services Supervisor
 - Kellan Sasken, Golf Course Director
- III. Approval of agenda –
 - Moved Mike Ragsdale
 - Second Bart Rierson
 - Passed unanimously
- IV. Approval of consent agenda
 - a. Approval of minutes of Feb. 22, 2018 Board meeting and March 15, 2018 work session
 - b. Approval of bills payable
 - c. Approval of February financials
 - Moved Mike Ragsdale
 - Second Don Loving
 - Passed unanimously
- V. Public participation - None
- VI. Action items/committee reports/Board comments
 - a. Approval of personnel policies – Don Clements reported there are no major changes. There are updates to comply with laws, including sick time leave.
 - Moved Bart Rierson

Second Don Loving

Passed unanimously

- b. Approval of budget committee – Clements recommended appointing Mike McBride to vacancy.

Moved Bart Rierson

Second Mike Ragsdale

Passed unanimously

- c. Reports and comments from Board members –

- i. Bart Rierson saw that Bob and Crystal Rilee Park Advisory Committee is considering security surveillance cameras on Bob's Corner; Rierson had some recommendations to share on equipment from Willamette Riverkeepers.
- ii. Lease agreement with City of Newberg on City-owned parks; Bart asked if there was an expiration; Clements explained no. Mike Ragsdale requested Clements ask legal counsel whether it is legally necessary to specify expiration/term or in perpetuity. Clements said he would have CPRD counsel contact City legal counsel to discuss.
- iii. Ragsdale asked about paddle launch. Pete Siderius said he planned tonight to appoint Rierson to a committee to meet with Yamhill County about the landfill property, and Siderius believes that would be an ideal location.
- iv. Don Loving toured new aquatic wing with Jim McMaster today.
- v. Don Loving reported Bob and Crystal Rilee Park Advisory Committee is planning on holding a public meeting on the property sometime in May.

VII. Old business/project updates – Don Clements

- a. Phase II renovation of fitness center bids update; see hand out.
- b. Landfill property – Clements is interested in acquiring this property to possibly relocate the paddle launch or possibly build a sports complex on it. Clements said he had contacted the county commissioner chairperson and found that CPRD must meet with a Yamhill County planner before the commissioner chairperson would consider adding it to one of the agendas for the commission's regularly scheduled informal meetings. Ragsdale said if the City of Newberg is interested, let them pursue acquisition, because CPRD does not need the property, just the paddle launch.
- c. Ewing Young Park masterplan – Clements expects first draft of masterplan by April meeting; he will have Kat email it to the Board.
- d. Dundee 5th St. property – Public meeting April 11th.
- e. Golf course third nine – Clements and Kellan Sasken had received several bids, and had communicated with one in particular - John Steidel - and will bring contract for consideration in April or May.

- f. Hwy. 219 campground feasibility study – Clements got one price quote for \$28,000.

VIII. From the superintendent's desk

- a. Financial report – Clements said we are much better. Clements asked whether Board wanted hard copies or electronic copies of the budget 2018 – 19; Board agreed hard copies.
- b. Superintendent's report – No discussion; see Old Business above.
- c. Staff reports –
 - i. Kellan Sasken reported carts ordered and should arrive in April. This includes a beverage cart. High school matches have been held recently and gone well.
 - ii. Casey Creighton reported maintenance on golf course busy with spring. He was studying heat transfer units and mechanical workings of aquatic center with Jim McMaster and other staff today. He is adding maintenance staff slowly at golf course.
 - iii. Kat reported tentative date for grand opening ceremony is 3 p.m. Thursday, June 14th. Pete Siderius said he will be out of state at that time; discussion led to exploring Thursday, June 21st instead.

IX. Correspondence

- A. Citizen comments/evaluations – No comments
- B. Miscellaneous – None

X. Adjournment – 7:00 p.m.

Respectfully Submitted,

Kat Ricker, Public Information Coordinator

The next meeting is scheduled for 6 p.m. Thursday, April 26, 2018 at CPRD Administration Office.

The Budget Committee Meeting is scheduled for 6 p.m. Tuesday, April 3, 2018 at CPRD Administration Office.

MINUTES
Chehalem Park & Recreation District Budget Committee
Annual Budget Meeting
125 S. Elliot Road
Newberg, OR 97132
6:00 p.m. April 3, 2018

- I. Meeting called to order by Don Clements, 6:03 p.m.

Budget Committee Members

Present

Bob Phillips
Andrew Yinger
Mike McBride
Lisa Rogers

Excused

Elizabeth Comfort
Pete Siderius
Elijah Dickson

Board of Directors

Present

Lisa Rogers
Bart Rierson
Mike Ragsdale
Don Loving

Excused

Pete Siderius

CPRD Staff

Present

Jim McMaster
Don Clements
Zach Mode
Kayla McElligott

II. Election of Budget Committee Officers

President: Mike McBride

Motion: Don Loving

Second: Andrew Yinger

Approved unanimously

Vice President: Bob Phillips

Motion: Don Loving

Second: Andrew Yinger

Approved unanimously

Secretary: Andrew Singer

Motion: Don Loving

Second: Lisa Rogers

Approved unanimously

III. Approval of agenda and meeting date

Motion: Mike Ragsdale

Second: Don Loving

Approved unanimously

IV. Budget message delivered by budget officer

Budget Officer Zach Mode

Explained Budget Overview

Discussion on budget

Discussion on aquatic's budget increase of only 3% and why are we not budgeting more, if we are expecting more revenue. Don Clements stated that it might be best to take the more conservative route.

It was asked if there was a contingency, and yes: \$100,000.

Lisa Rogers asked about a typographical error on page 30, under Capital Project Fund. The 'Proposed' under 'Revenue' states \$5,003,000.00, when it should actually state \$6,003,000.00. The correction will be made.

Lisa Rogers asked about a typographical error on page 32, under administration, proposed. The correct number is on page 25, which is \$585, 670.00. The correction will be made.

On page 119, Lisa Rogers asked how we come up with the tax based number. Don stated that it was an estimation, based on the numbers received by the County.

General discussion on the tax rates in Oregon. The question was brought up whether we had the power to change the tax rate. The answer is no, because it is set in Oregon's constitution.

Motion made to: Pass the budget

Motion: Lisa Rogers
Second: Bob Phillips
Approved unanimously

V. Public input opened at 6 p.m. (no one present)

Name: N/A
Comment: N/A

VI. Overview of funds. *SEE DISCUSSION ABOVE*

General Fund
Equipment & Major Maintenance Fund
System Development Fund
Loan Service Fund
Bond Debt Fund
Pool Capital Fund

VII. Public input on budget

Name: N/A
Comment: N/A

VIII. Approval of proposed Budget and tax rate

Approval of Resolution Approving Levying Taxes at the rate of \$.9076 per \$1,000 of assessed value for operations for tax year 2018-19, with debt service in the amount of \$1,367,000.00 to be excluded from limitation.

Motion: Don Loving
Second: Mike Ragsdale
Approved unanimously

Approval of 2018-19 Budget of \$17,056,680.00.

Motion: Don Loving
Second: Mike Ragsdale
Approved unanimously

Approval of Resolution Making Appropriations for 2018–19 grand total of funds of \$17,056,680.00.

Motion: Don Loving
Second: Mike Ragsdale
Approved unanimously

Meeting adjourned by Mike McBride, 6:33 p.m.

Submitted by,

Kayla McElligott | CPRD Events Marketing Coordinator

**GENERAL FUND
ACCOUNTS PAYABLE AND PAYROLL
UP TO APRIL 16, 2018**

<u>CHECK NUMBERS</u>	<u>AMOUNT</u>	<u>TYPE CHECKS</u>
114922-114948	\$ 27,535.29	ACCOUNTS PAYABLE
114949-115009	\$ 19,681.25	PAYROLL
DIRECT DEPOSIT	\$ 35,932.98	PAYROLL
115010-115079	\$ 93,024.07	ACCOUNTS PAYABLE
115080-115141	\$ 21,058.75	PAYROLL
DIRECT DEPOSIT	\$ 35,602.42	PAYROLL
115142-115200	\$ 54,452.38	ACCOUNTS PAYABLE
115170 WAS VOIDED		
114414-114419 (GOLF)	\$ 1,111.32	ACCOUNTS PAYABLE
114420-114425 (GOLF)	\$ 1,128.42	ACCOUNTS PAYABLE
114421 IS MISSING		
114870	\$ 40.00	ACCOUNTS PAYABLE
EFT 3-15-18	\$ 22,197.76	WIRE TRANSFER
EFT 3-31-18	\$ 24,715.61	WIRE TRANSFER
EF5 4-15-18	\$ 24,914.54	WIRE TRANSFER
GRAND TOTAL	<u>\$ 361,394.79</u>	

BREAKOUT

<u>ACCOUNTS PAYABLE</u>	\$ 177,291.48
<u>PAYROLL</u>	\$ 112,275.40
<u>WIRE TRANSFER</u>	\$ 71,827.91

ACCOUNTS PAYABLE FOR SDC FUND

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

ACCOUNTS PAYABLE FOR CAPITAL POOL CONSTRUCTION & POOL BOND

<u>CHECK NUMBERS</u>	<u>AMOUNT</u>	<u>TO WHOM</u>
1110	\$ 645,845.86	Triplett Wellman
1111	\$ 5,707.50	Carlson Testing
1112	\$ 24,662.26	SEA
1113	\$ 3,961.00	Hagen Hamilton Insurance
1114	\$ 3,195.00	Hagen Hamilton Insurance
GRAND TOTAL	<u>\$ 683,371.62</u>	

BREAKOUT

<u>CAPITAL POOL CONST.</u>	\$ 683,371.62
<u>POOL BOND DEBT</u>	\$ 0.00

ACCOUNTS PAYABLE FOR FOUNDATION

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

**FINANCIAL OVERVIEW
GENERAL FUND SUMMARY**

DESCRIPTION	AS OF 3/31/16-17	AS OF 3/31/17-18	DIFFERENCE
Total Operational Expense	\$ 3,200,931.53	\$3,393,945.25	\$ 193,013.72
Total Capital Outlay & Transfers	\$ 945,364.07	\$ 726,359.78	<\$ 219,004.29>
GRAND TOTAL EXPENSES	\$ 4,146,295.60	\$4,120,305.03	<\$ 25,990.57>
Total Tax Revenue	\$ 2,677,188.41	\$2,683,145.06	\$ 5,956.65
Total Fees & Charges Revenue	\$ 1,942,311.82	\$2,073,360.44	\$ 131,048.62
Total Other Revenue	\$ 52,143.57	\$ 37,914.00	<\$ 14,229.57>
Beginning Balance	\$ 1,023,288.67	\$1,312,138.98	\$ 288,850.31
GRAND TOTAL REVENUE	\$ 5,694,932.47	\$5,902,578.54	\$ 411,626.01

SDC FUND SUMMARY

DESCRIPTION	AS OF 3/31/16-17	AS OF 3/31/17-18	DIFFERENCE
GRAND TOTAL EXPENSES	\$ 8,180.71	\$ 550,531.75	\$ 542,351.04
TOTAL REVENUE	\$ 158,601.91	\$ 414,066.14	\$ 255,464.23
BEGINNING BALANCE	\$ 274,631.34	\$ 347,665.46	\$ 73,034.12
GRAND TOTAL REVENUE	\$ 433,233.25	\$ 761,731.60	\$ 328,498.35

LOAN SERVICE FUND SUMMARY

DESCRIPTION	AS OF 3/31/16-17	AS OF 3/28/17-18	DIFFERENCE
GRAND TOTAL EXPENSES	\$ 474,662.73	\$ 598,321.24	\$ 123,658.51
REVENUE TRANSFERS	\$ 474,662.73	\$ 598,321.24	\$ 123,658.51
INTREST	\$ 300.96	\$ 429.88	\$ 128.92
BEGINNING BALANCE	\$ 30,866.61	\$ 31,269.21	\$ 402.60
GRAND TOTAL REVENUE	\$ 505,830.30	\$ 630,020.33	\$ 124,190.03

EQUIPMENT AND MAJOR MAINTENANCE FUND SUMMARY

DESCRIPTION	AS OF 3/31/16-17	AS OF 3/31/17-18	DIFFERENCE
GRAND TOTAL EXPENSES	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL REVENUE	\$ 0.00	\$ 0.00	\$ 0.00
BEGINNING BALANCE	\$ 0.00	\$ 0.00	\$ 0.00
GRAND TOTAL REVENUE	\$ 0.00	\$ 0.00	\$ 0.00

CAPITAL PROJECT POOL FUND SUMMARY

DESCRIPTION	AS OF 3/31/16-17	AS OF 3/31/17-18	DIFFERENCE
GRAND TOTAL EXPENSES	\$ 2,292,947.64	\$ 9,877,642.39	\$ 7,584,694.75
GRAND TOTAL REVENUE	\$19,498,723.64	\$11,889,173.12	<\$ 7,609,550.52>

BOND LOAN SERVICE SUMMARY

DESCRIPTION	AS OF 3/31/16-17	AS OF 3/31/17-18	DIFFERENCE
GRAND TOTAL EXPENSES	\$ 371,489.94	\$ - 8.29	<\$ 371,481.65>
GRAND TOTAL REVENUE	\$ 1,194,395.60	\$ 1,258,368.43	\$ 63,972.83

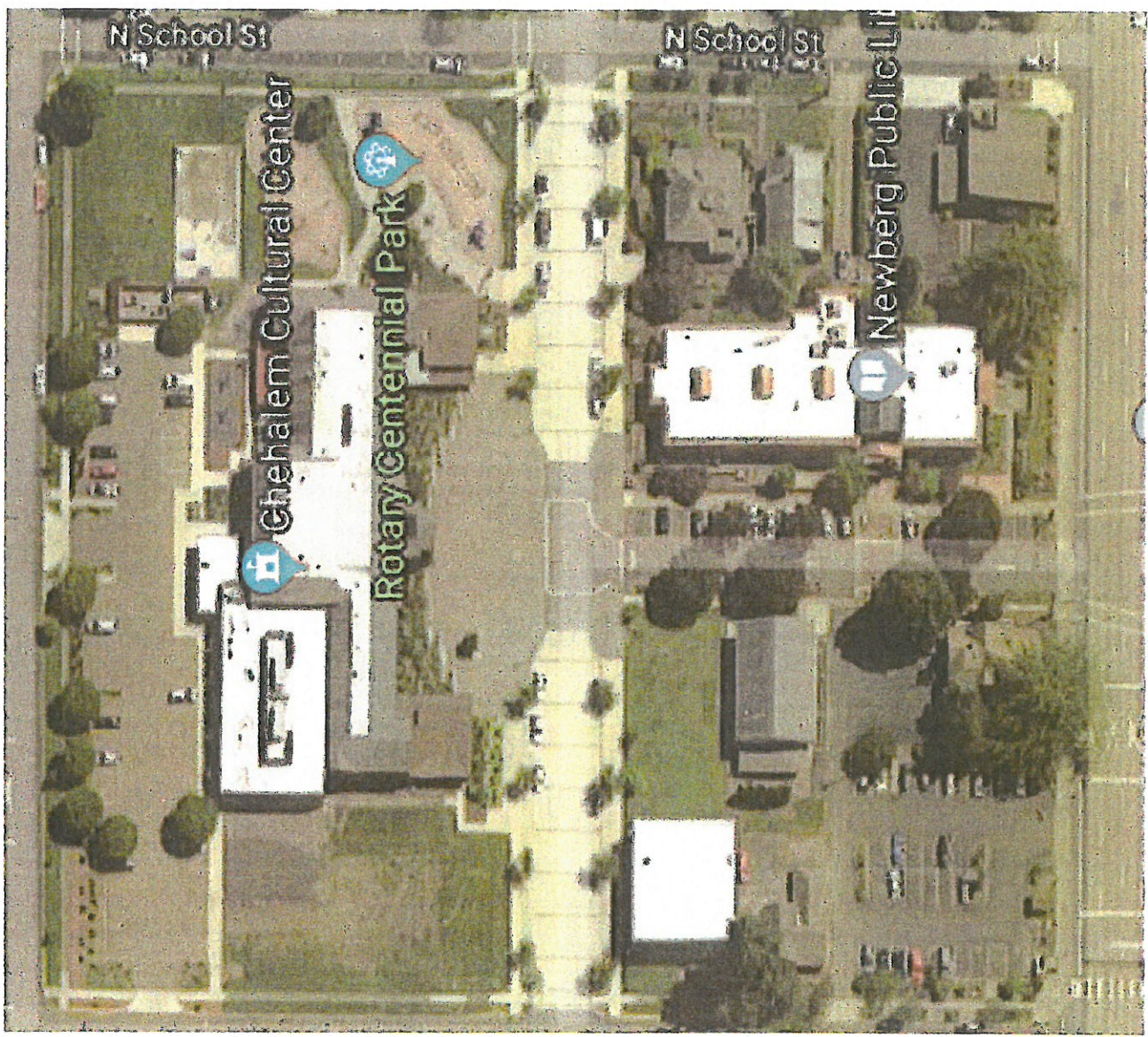
Newberg Cultural District

Annual Report / 1st Quarter / 2018

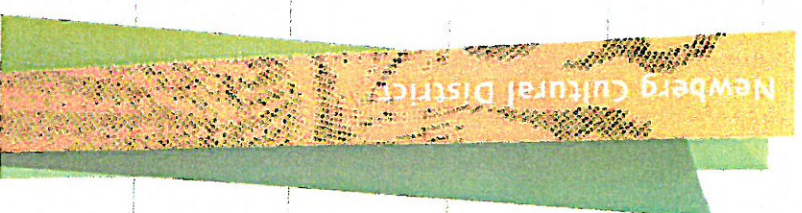


Newberg Cultural District

Newberg Cultural District



An Intergovernmental Agreement (IGA) between the City of Newberg and the Chehallem Park & Recreation District was signed in 2013 establishing the Newberg Cultural District and delegating to the NCD Executive Board the management of the District.



The Newberg Cultural District Executive Board 2018

City of Newberg Representative: Matt Murray
(Appointed in 2018)

Neighborhood Representative: Robert Soppe, Chair
(Re-elected by neighbors in October, 2015)

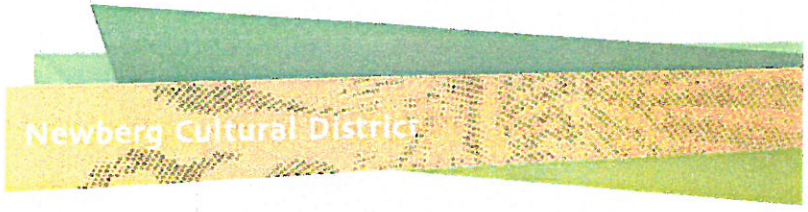
Chehalem Cultural Center: Sean Andries

Chehalem Park & Recreation: Don Clements

Newberg Public Library : Leah Griffith, secretary

*Meetings for 2018: 1st Tuesday of February, April, May, June,
July, August, October, December 6:30 pm, at the
Chehalem Cultural Center*

(In July, August, September meetings on alternate days due to Tunes on Tuesday & Labor Day)



The NCD Board is charged with managing

the public outside areas of the

Newberg Cultural District

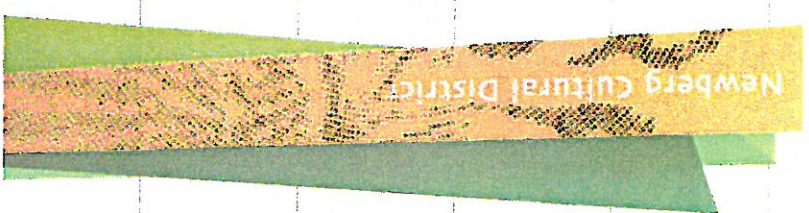
It does not regulate indoor uses of the

Newberg Public Library or the

Chehallem Cultural Center, however

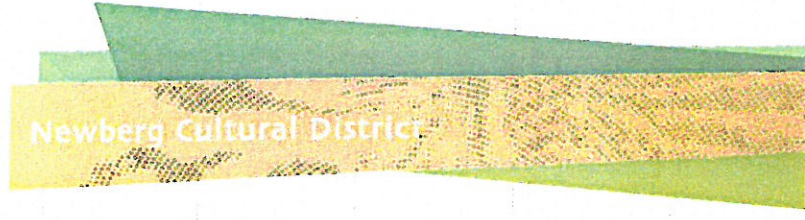
activities within those establishments may

impact District activities



The NCD Board:

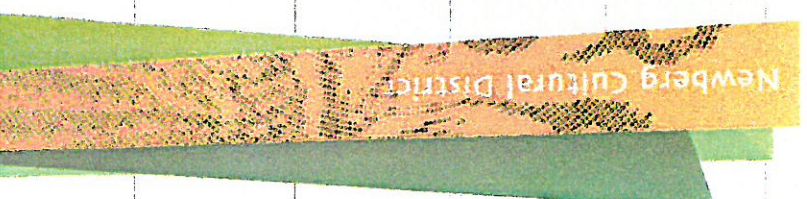
- Develops rules of operation
- Reserves events (delegates the process to the CCC)
- Approves design elements, including street furniture, signage and other elements that define the district
- Coordinates with the City and CPRD for maintenance and construction activities



What did the NCD Board do in 2017?

- Reserved space for a variety of events

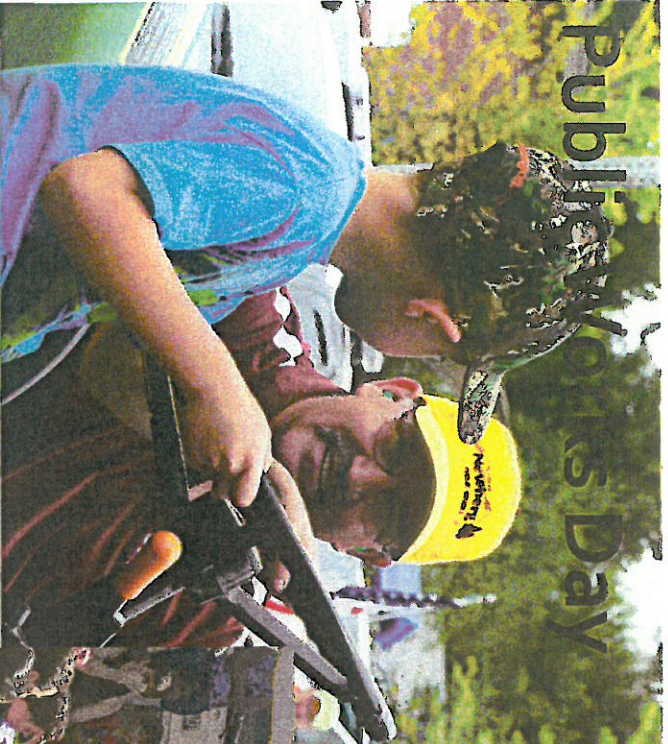
Tunes on Tuesday
Camellia Festival
Lavender Festival
Public Works Day
Oktoberfest
Library Events
Summer Lunch Program
Christmas Tree Lighting



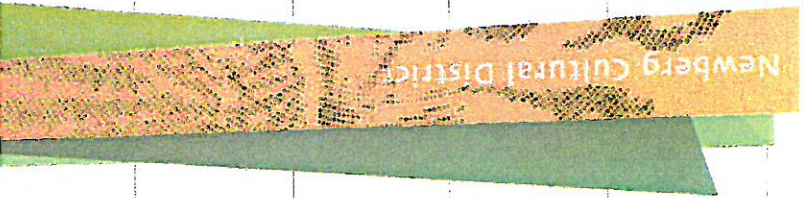
Tunes on Tuesday



Newberg Cultural District



Library Summer Reading Programs



Christmas Tree Lighting

Newberg Cultural District

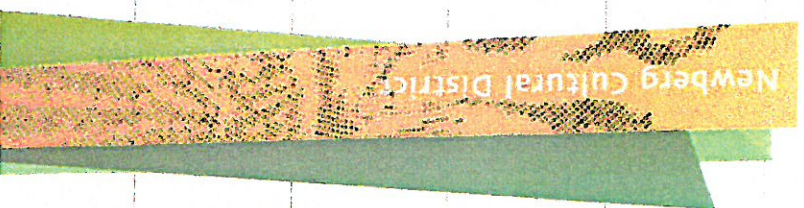


What did the NCD Board do in 2017?

- Held Monthly Meetings: Public and Noticed

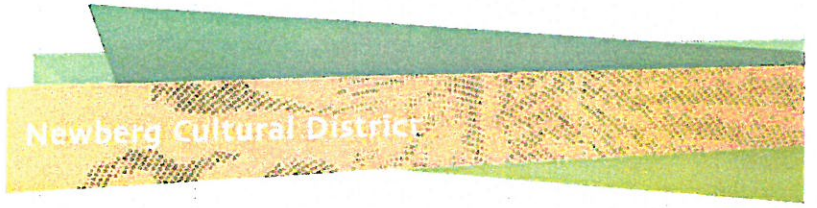
January	February -- Annual Meeting
March*	April
May	June
July	August
September	October
November	December

* No Meeting Held



What did the NCD Board do in 2017?

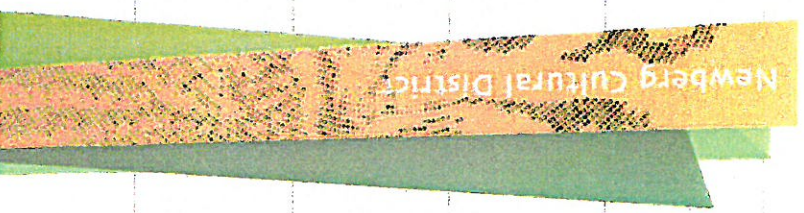
- 3rd Year Neighborhood Parking Signs for Tunes on Tuesday



- 9 residents requested signs
- Positive Responses
- No other significant parking complaints

What did the NCD Board do in 2017?

- Worked with Noon Rotary Club to have Peace Poles installed
- Working with Early Bird Rotary on shade structure for Splash Pad
- The Parking Management Plan was updated in December, 2016 with the years of experiences.
 - Discussed with new staff at CCC regarding parking

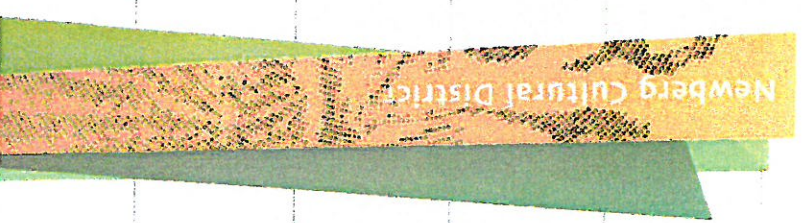


What did the NCD Board do in 2016?

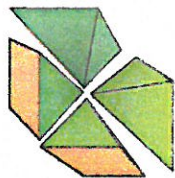
- Continued using the City Festival Street designation. It is an easier way for users as well as homeowners and businesses in the district to know about upcoming events.

What did the NCD Board do in 2017?

- CPRD added signage to parking area in back and a banner was installed on Hancock and Howard.
- Approved temporary Washed Ashore sculpture placed on Carnegie Court
- Applied for TLT funds for Wayfinding
- Reviewed Master Plan for District with Board, City and CPRD board member.

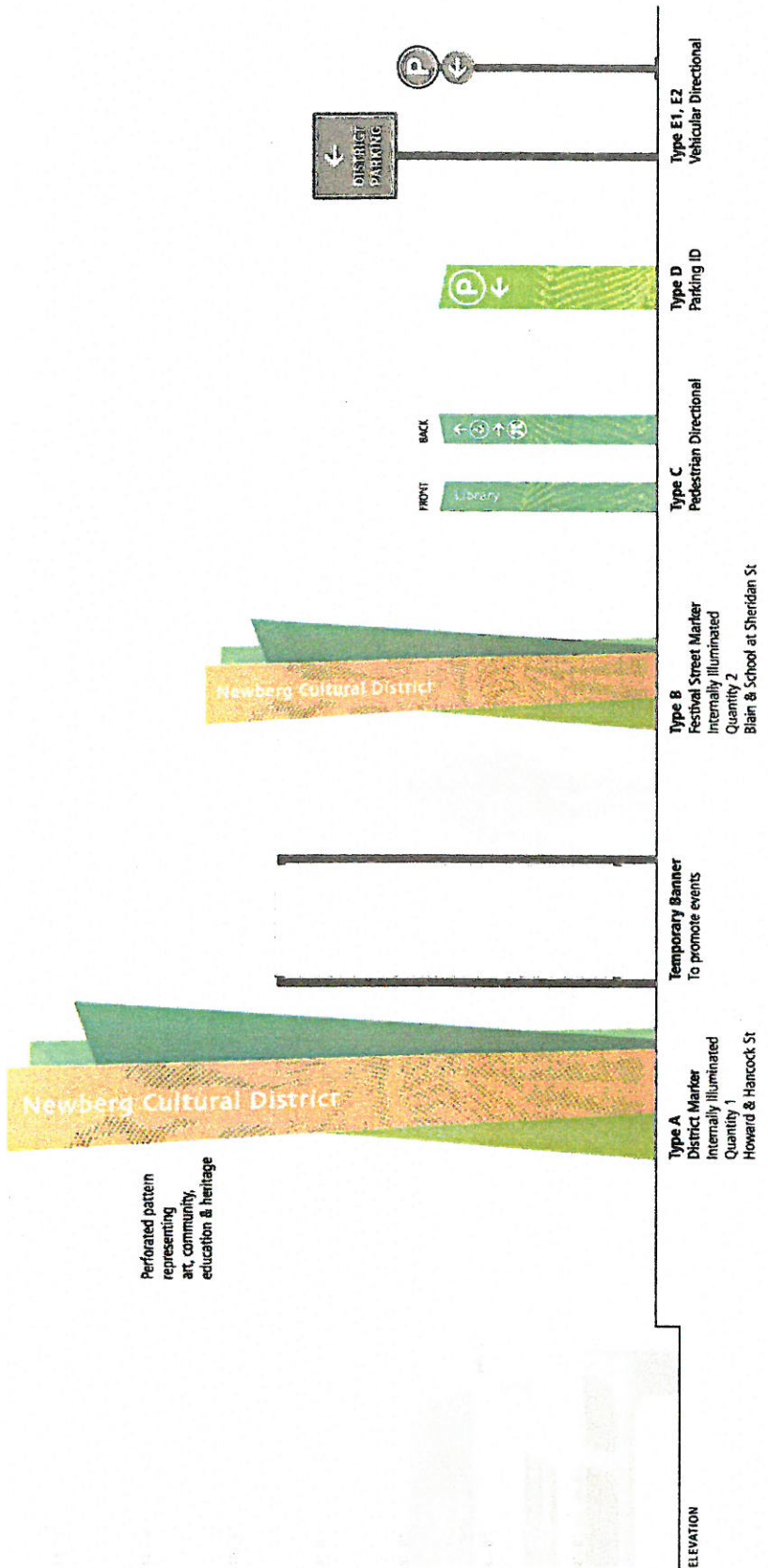


Wayfinding Plan



Perforated pattern representing art, community, education & heritage

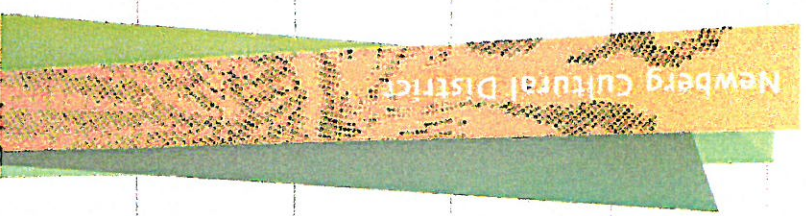
PLAN



What did the NCD Board do in 2017?

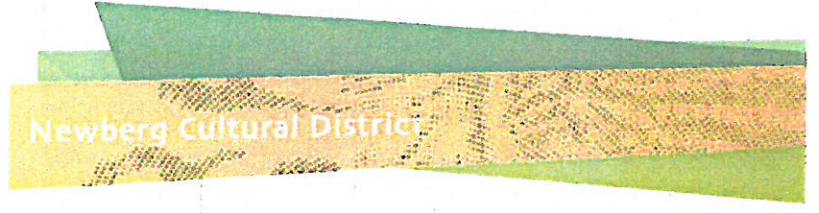
The NCD Board communicated with the community

- www.newbergculturaldistrict.org
- Monthly e-newsletter announcing board meetings and notifying interested parties about events in the District
- Newsletter may be subscribed to from the web site



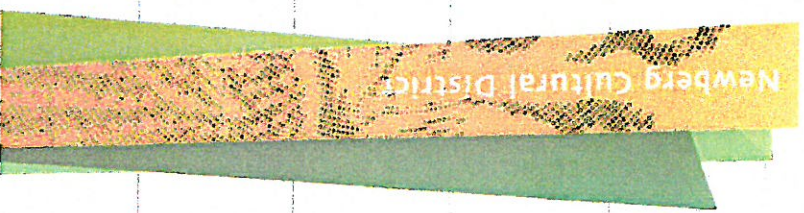
What is planned for 2018?

- Tunes on Tuesday
- Lavender Festival
- Public Works Day
- Summer Lunch Program
- Camellia Festival and Run
- Oktoberfest
- 34th Annual Holiday Tree Lighting



What is planned for 2018?

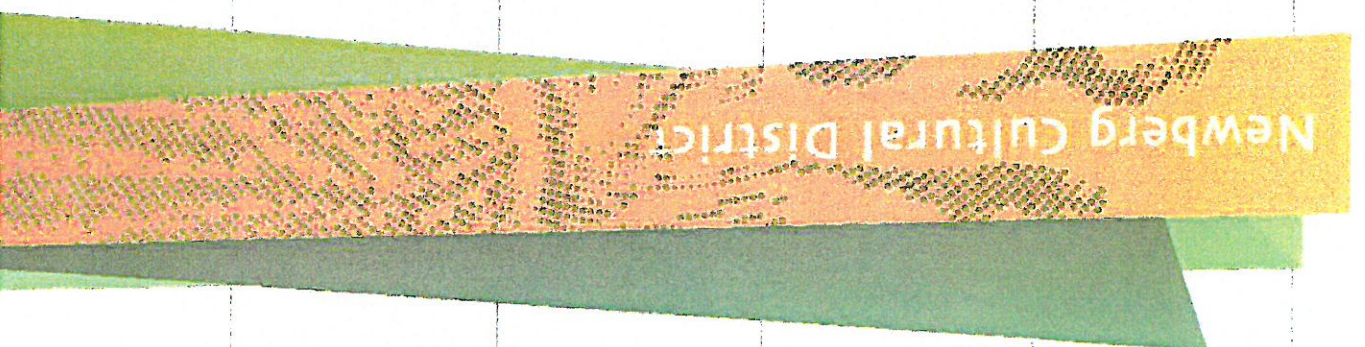
- Review the IGA to see if there are any changes needed since 2013
- Looking at options for funding for permanent signage to direct visitors to the area
- Look at funding options with SDC charges



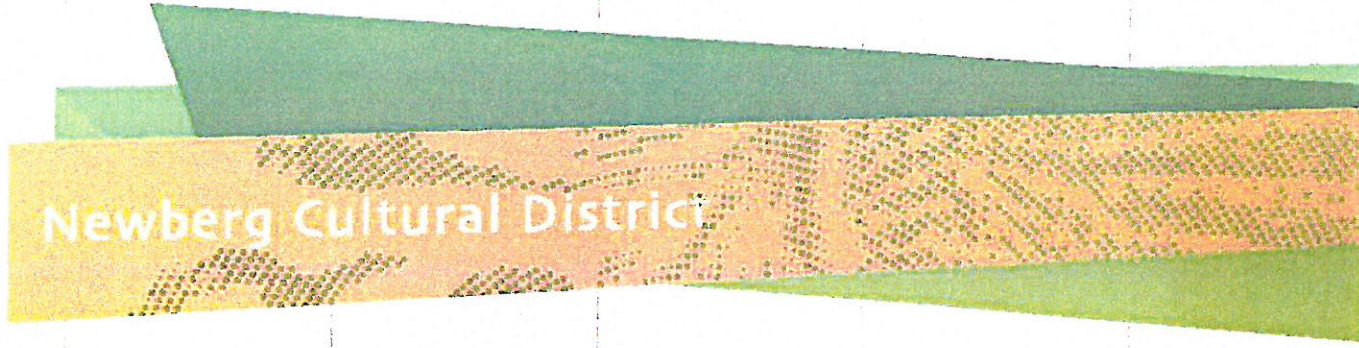
What is planned for 2018?

- Early Bird Rotary Shade Structure
- Work with any public arts groups to bring art to the district
- Continue to develop the web site as a location for district information
- Continue to work with neighbors

A special place for
people to enjoy
cultural and arts
experiences



Enhancing Newberg as a destination for tourists



ANDERVOLD

PRODUCING • CONSULTING • MARKETING

This Agreement for event planning services is hereby entered into by and between the following parties:

Andervold, LLC
2008 Hawthorne Loop
Newberg, OR 97132
Telephone No.: 360.798.2140
Contract Person: Kristin Anderson

Chehalem Parks and Recreation Department
(Hereinafter referred & referenced as "Client")
125 S Elliott Rd # A
Newberg, OR 97132
Telephone No.: 971.235.0278
Contact Person: Julie Peterson

RECITALS

1. Place of event : Chehalem Cultural Center
2. Address of event: 415 E Sheridan
Newberg, OR 97132
3. Type of event: CPRD Camellia Run & Walk 5k/10k
4. Contract Date: May 1st 2018 – April 14th 2019
5. Date of event: April 13th 2019
6. Scope of work: Andervold LLC will provide the following services:

1. Marketing
 - a. Facebook, Instagram, Twitter
 - b. Website Registration Management
 - c. Newsletters/email blasts
 - d. Online run calendars
2. Fitness Jamboree
 - a. Exhibitor Recruitment
 - b. Layout
 - c. Day of management
3. Timing Company
 - a. Communication and Management
4. Registration
 - a. Pre-race and Day of Management
5. Merchandise
 - a. Bibs
 - b. Shirts
 - c. Medals/Ribbons
6. Attendance at event related meetings

7. The event planning fee agreed upon is \$2,004 (to be paid in monthly installments of \$167 from May 2018 through April 2019) and a year-long family membership to the CPRD Aquatic/Fitness center (to begin when current membership expires). Additionally, Andervold, LLC will receive \$2.50 per registration, paid by check no later than 2 weeks after the event. All checks shall be made payable to Andervold, LLC.
8. Andervold, LLC represents and warrants to Client that it has the experience and ability to perform the services required by this Agreement; that it will perform said services in a professional, competent and timely manner; that it has the power to enter into and perform this Agreement.
9. This agreement of Andervold, LLC to perform shall be excused by acts of God, or any other legitimate condition beyond Andervold, LLC control. If such circumstances arise, all reasonable efforts will be made by Andervold, LLC to find comparable replacement event planning at the agreed upon fees. Client agrees that in all such circumstances that Andervold LLC shall not be liable for indirect or consequential damages arising from any breach of this contract.
10. In the event of cancellation, Andervold, LLC will retain all funds paid for services performed.
11. TERMINATION CLAUSE: Either party may terminate this contract by giving 30 days' notice. If payments are not received from the Client per the terms of this Agreement Andervold, LLC may immediately discontinue work in the scope of work or requested by the Client.
12. In the event of non-payment, Andervold, LLC retains the right to attempt collection through all legal and permissible means. Client will be responsible for all court fees, legal fees, and collection costs incurred by Andervold, LLC.
13. It is hereby agreed and understood that the laws of Oregon State shall govern this agreement.
14. Client agrees to defend, indemnify, assume liability for and hold Andervold, LLC harmless from any and all claims, demands, damages, losses, suits, proceedings, penalties, expenses or other liabilities including attorney fees and court costs, arising out of or resulting from the performance of this contract, regardless of the basis (except for gross negligence on the part of Andervold, LLC)

Andervold, LLC
Signed by: Kristin Anderson
Signed : Kristin Anderson
Dated: 04/11/2018

CPRD
Signed by: Julie Peterson
Signed : _____
Dated: 3/16/18

Bob and Crystal Rilee Park Advisory Committee

Bylaws

1 Creation

The Chehalem Parks and Recreation District (CPRD) called for the formation of a seven-member advisory committee to discuss the future of the Bob and Crystal Rilee property. The purpose of this advisory committee is to make recommendations to the CPRD Board of Directors toward the development of a masterplan for Bob and Crystal Rilee Park, located at 10500 Parrett Mt. Road, Newberg, OR 97132.

2 Name

Title name of this organization is the Bob & Crystal Rilee Park Advisory Committee, hereinafter referred to as the BCRPAC.

3 Purpose

BCRPAC was formed to make recommendations to the Chehalem Parks and Recreation District Board of Directors toward the development of a masterplan for the park. The responsibilities of the committee include but are not limited to the following:

1. Maintain active communication with the CPRD Board of Directors
2. Provide recommendations about the future of the Bob and Crystal Rilee property
3. Solicit citizen feedback regarding future use of the property
4. Request information from and consult with: service organizations, special interest groups, neighborhoods, and other professionals as appropriate.

4 Organization

1. There shall be seven (7) members-at-large. No more than one member-at-large may reside outside of the CPRD. Members shall represent a broad range of interests and experience necessary to achieve the goals and objectives of the advisory committee.
2. There will be a Chair, Vice-Chair, and Secretary positions for the BCRPAC. Each position will be for a one-year term. The BCRPAC will select members for each position each November with a nomination and voice vote process.
3. The BCRPAC encourages citizen participate and will, on occasion, solicit input/feedback from citizens, groups, and/or experts.

5 Member Eligibility

1. If a seat is vacated BCRPAC will solicit applications and vote on the appointment of new members, subject to approval under CPRD Board.
2. Terms for BCRPAC will be determined by the CPRD Board.
3. Member resignation will be filed with the Chair as soon as possible after the member has decided to resign.
4. After two (2) absences without prior Chair notification, the chair will contact the committee member. The remainder of the committee shall then determine continued membership.

6 Meetings

1. A minimum of ten (10) regular meeting shall be scheduled annually, at a time and place agreed upon by the committee. The meetings shall ordinarily begin at 7:00 PM and end no later than 9:30 PM. Public announcement of the meetings will be provided by CPRD.
2. A quorum shall exist when a majority of the appointed membership is present.
3. There will be no voting by proxy.
4. Formal agenda items must be submitted to the Chair three (3) working days prior to the meeting date.
5. Meeting procedure: The parliamentary procedure for meeting and operations of the BCRPAC shall be the responsibility of and within the authority of the Chair. In the event there is a disagreement of objection to the procedures pursued by the Chair, Roberts Rules of Order, Newly Revised, shall constitute the authority.
6. Regular meetings will be structured to allow for public participation. The Meeting Agenda will provide time at the beginning of each meeting for public comment with a time limit of ten (10) minutes.

7 Amendments

1. Modifications of these bylaws must be approved by the CPRD Board of Directors before they become effective.

Bob and Crystal Rilee Park Advisory Committee

Bylaws

1 Creation

The Chehalem Parks and Recreation District (CPRD) called for the formation of a seven-member advisory committee to discuss the future of the Bob and Crystal Rilee property. The purpose of this advisory committee is to make recommendations to the CPRD Board of Directors toward the development of a masterplan for Bob and Crystal Rilee Park, located at 10500 Parrett Mt. Road, Newberg, OR 97132.

2 Name

Title name of this organization is the Bob & Crystal Rilee Park Advisory Committee, hereinafter referred to as the BCRPAC.

3 Purpose

BCRPAC was formed to make recommendations to the Chehalem Parks and Recreation District Board of Directors toward the development of a masterplan for the park. The responsibilities of the committee include but are not limited to the following:

1. Maintain active communication with the CPRD Board of Directors
2. Provide recommendations about the future of the Bob and Crystal Rilee property
3. Solicit citizen feedback regarding future use of the property
4. Request information from and consult with: service organizations, special interest groups, neighborhoods, and other professionals as appropriate.

4 Organization

1. There shall be seven (7) members-at-large. No more than one member-at-large may reside outside of the CPRD. Members shall represent a broad range of interests and experience necessary to achieve the goals and objectives of the advisory committee.
2. There will be a Chair, Vice-Chair, and Secretary positions for the BCRPAC. Each position will be for a one-year term. The BCRPAC will select members for each position each November with a nomination and voice vote process.
3. The BCRPAC encourages citizen participate and will, on occasion, solicit input/feedback from citizens, groups, and/or experts.

5 Member Eligibility

1. If a seat is vacated BCRPAC will solicit applications and vote on the appointment of new members, subject to approval under CPRD Board.
2. Terms for BCRPAC will be determined by the CPRD Board.
3. Member resignation will be filed with the Chair as soon as possible after the member has decided to resign.
4. After two (2) absences without prior Chair notification, the chair will contact the committee member. The remainder of the committee shall then determine continued membership.

6 Meetings

1. A minimum of ten (10) regular meeting shall be scheduled annually, at a time and place agreed upon by the committee. The meetings shall ordinarily begin at 7:00 PM and end no later than 9:30 PM. Public announcement of the meetings will be provided by CPRD.
2. A quorum shall exist when a majority of the appointed membership is present.
3. There will be no voting by proxy.
4. Formal agenda items must be submitted to the Chair three (3) working days prior to the meeting date.
5. Meeting procedure: The parliamentary procedure for meeting and operations of the BCRPAC shall be the responsibility of and within the authority of the Chair. In the event there is a disagreement of objection to the procedures pursued by the Chair, Roberts Rules of Order, Newly Revised, shall constitute the authority.
6. Regular meetings will be structured to allow for public participation. The Meeting Agenda will provide time at the beginning of each meeting for public comment with a time limit of ten (10) minutes.

7 Amendments

1. Modifications of these bylaws must be approved by the CPRD Board of Directors before they become effective.

GOLF COURSE ARCHITECT'S AGREEMENT

This AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN the Chehalem Park and Recreation District whose mailing address is 125 S. Elliot Road, Newberg, OR 97312 hereinafter referred to as the "Owner" and John Steidel, Golf Course Architect whose mailing address is P.O. Box 6566, Kennewick, WA 99336, hereinafter referred to as the "Architect" and jointly hereinafter referred to as the Parties.

WITNESSETH

WHEREAS, the Chehalem Park and Recreation District desires to employ a Golf Course Architect to prepare preliminary design, working drawings, construction specifications, and make inspections necessary to complete construction of a third nine (9) holes for the Chehalem Glenn Golf Course in Newberg, Oregon.

WHEREAS, John Steidel, assisted by his staff and consultants, desires to provide such services.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained the Parties hereto agree as follows:

ARTICLE 1 DESCRIPTION OF SERVICES

The Architect shall provide the Owner with preliminary design, all construction drawings, specifications, and make site visits as necessary to design and complete construction of nine (9) golf holes.

PHASE I

Preliminary Design

Review all previously prepared Preliminary Plans supplied by the Owner. Using Topographical Plans and Aerials provided by the Owner prepare a 100-scale Base Sheet. Prepare a Final Preliminary Plan to be accepted by the Owner prior to beginning Construction Drawings. One (1) site visit will be made by the Architect during preparation of the Preliminary Plan.

PHASE II

Construction Drawings

Prepare a Staking and Clearing Plan, Rough Grading Plan, Drainage Plan, twenty-scale Construction Drawings for all nine (9) greens and fairway bunkers as required, Irrigation Design and a Tree Planting and Turfing Plan, including cart path locations.

Specifications

Prepare all construction Specifications including a description of materials and methods of golf course construction, which with the construction drawings may be used to solicit bids from qualified Contractors or Subcontractors on any work items. The Golf Course Architect and Irrigation Designer will make a total of three (3) site visits during preparation of Plans and Specifications

Not Included

Design of any buildings, paving other than cart paths, fencing, walls, bridges, erosion control, off-site drainage, on-site drainage larger than 6" diameter and anything else requiring a license from the State that the Architect does not possess. Electrical and Water Supply to be provided by the Owner. The Architect shall, however cooperate fully with the Owner, his Civil Engineer and any other Consultants.

PHASE III

Bidding

Prepare a cost estimate based upon plans and specifications. Assist in solicitation of qualified bidders, distribution of bid documents and evaluation of bids. Assist in preparation of construction contract if necessary and requested. One (1) site visit will be made by Architect to attend pre-bid meeting.

PHASE IV

Inspections

The Architect will provide field review and inspection of the project as necessary or required during the course of design and construction. A maximum of twelve (12) half day inspections during construction will be made by the Golf Course Architect and the Irrigation Designer to assure adherence to plans and specifications. The periodic inspection by the Architect is to be distinguished from the continuous personnel superintendence to be attained by the Golf Course Superintendent or resident construction supervisor employed by the Owner.

Oversite

The Architect shall provide assistance in contract administration, preparation of any change orders, prepare punch lists, conduct all inspections with the Owner and shall assist in the final inspection of construction and final acceptance of contract work. All instructions to the construction contractor shall be through the Architect.

The Architect shall also be responsible for review of contractor's pay requests to certify the percentage completion of the Golf Course Project for each draw request (one per month) and a certification that no liens or claims have been imposed against the Owner's property.

ARTICLE II
OWNER'S REPRESENTATIVE

The Owner shall designate and employ a person with the Architect's consent to serve, as Project Superintendent for the purpose of working with the Architect to ensure that the terms and conditions herein are complied with.

ARTICLE III
DURATION

The Architect shall commence providing services set forth in Article I hereinabove upon notification from the Owner and shall complete said plans as follows:

Preliminary Design, Plans and Specifications for nine (9) holes; one hundred twenty (120) calendar days from acceptance of the contract by Owner. Inspections for construction on nine (9) holes will be made as needed and completed by October 31, 2019. The performance of the Architect under this agreement will be considered completed when the Golf Course areas have been seeded or planted.

In the event the services are not completed within the specified time frame, the Owner may, upon good cause, extend the period of performance. Any such extension shall be in writing and signed by the Owner. The fee described below is valid until December 31, 2018. If construction is not completed by October 31, 2019, outstanding fees for inspections may be increased by up to 1% per month.

ARTICLE IV
COMPENSATION

The Owner will compensate the Architect for providing the services as follows:

FOR PHASES I, II, III and IV: Preliminary Design, preparation of plans and specifications including irrigation design, contract bidding assistance, and construction inspection. Pump Plant design is not included.

Phases I, II, III and IV a lump sum of EIGHTY-FIVE THOUSAND DOLLARS (\$85,000.00).

Included above fee are expenses for travel costs for sixteen (16) site visits and normal production costs, not to exceed Five Thousand Dollars (\$5,000) without additional written authorization. Testing and Printing costs for bidding are not included and are the Owner's responsibility.

The Architect will submit an invoice for his fee, travel and production expenses to the Owner on the thirtieth (30th) day of each month, with compensation due within thirty (30) days. Interest on all past due invoices shall accrue at a rate of 1% per month. Such invoices shall be based upon percentage of work completed for Phase I, II, III and IV. In rough accordance with to the following percentages.

PHASE I	Preliminary Design	10%	(\$8,500.00)
PHASE II	Plans and Specifications	60%	(\$51,000.00)
PHASE III	Bidding and Contracting Assistance	5%	(\$4,250.00)
PHASE IV	Construction Inspections	25%	(\$21,250.00)

Any additional work may be authorized in writing for a fee equal to 8% construction cost plus any related expense.

Travel expenses will be prorated if other clients are visited during the same trip. In order to receive compensation, the Architect shall submit the invoice to:

Mr. Don Clements
 Chehalem Park and Recreation District
 125 S. Elliott Road
 Newberg, Oregon 97312

The invoice shall include percentage of work completed that month, as well as production expenses and travel expenses incurred that month in the performance agreement.

ARTICLE V
ABANDONMENT

The parties recognize that for a variety of reasons not herein contemplated, the Owner may, at any time hereafter, decide to abandon its plans for the construction of Golf Course, in which event, it will immediately so notify the Architect and shall pay to the Architect all of the remaining fees specified herein with respect to whichever of the four (4) phases of work he may have been engaged upon, as such four (4) phases are described in Article IV hereof, but shall not be obliged to make any payments with respect to any such phase as has not then commenced.

ARTICLE VI
MISCELLANEOUS PROVISIONS

The laws and ordinances of the governmental entity that is appropriate shall govern this Agreement.

The Owner and Architect respectively, bind themselves, their partners, successors or assigns to the terms and conditions herein with the following exception.

If the project is sold to another entity prior to or during the construction phase, the Owners reserve the right of the Buyer to terminate the contract, will all services paid in full and a termination fee paid to the Architect at that time. The Termination Fee shall be equal to 25% of the unpaid balance of the contract, but no less than \$10,000.

ARTICLE VII
ASSIGNMENT

This agreement is one for professional services to be performed by the Architect. Assisted by his employees and consultants, and accordingly the Architect may not assign or transfer in whole or in part, his rights or responsibilities set forth in this agreement without the expressed written consent of the Owner.

ARTICLE VIII
PUBLICITY

The Owner may use the Architects name for publicity purposes. However, the names of Associates or other Consultants may be used only with the prior written consent of the Architect. Architect further agrees to cooperate with the Owner as Architect deems appropriate, and at a time convenient to both parties, in any initial promotional undertakings by Owner in announcing or publicizing the Golf Course. Owner agrees that Architect may, for any purpose, make use of views of these nine holes and/or portions thereof. Owner agrees that all references and representations made by Owner with regard to the design of these nine holes and the Golf Course shall be accurate.

ARTICLE IX
MODIFICATION

No modifications or amendments to this Agreement shall be valid until the same is reduced in writing and executed with the same formalities as this present agreement.

ARTICE X
HOLD HARMLESS

The maintenance, operation, and use of the Golf Course and its appurtenances are entirely Owner's responsibility, and Owner shall hold harmless, and indemnify the Architect against any and all claims of liability arising out of or connected with the maintenance, operation, or use of the Golf Course, including costs of defense and reasonable attorney fees.

ARTICLE XI
DISPUTES

In the event that a suit or action is brought to enforce any of the covenants and conditions contained herein, the prevailing party shall receive, in addition to all other costs and disbursements provided by law, such sum of money as the Court shall adjudge reasonable as attorney's fees in said suit or action, including attorney's fees and costs on appeal.

The laws of the State of Oregon shall govern this agreement, and venue shall be laid on the Circuit Court of the State of Oregon for the County of Yamhill.

ARTICLE XII
HEADINGS

The Article headings in this agreement have been inserted solely for the purpose of convenience and ready reference. In no way do they purport to and shall not be deemed to define, limit, or extend the scope or intent of the articles to which they appear.

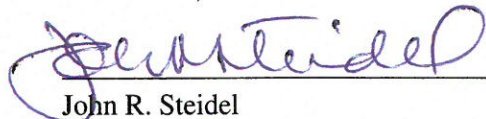
ARTICLE XIII
ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. The Owner has read and understands all of this agreement, and now states that no representation, promise, or agreement not expressed in this agreement has been made to induce the Owner to execute the same.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the _____ day of _____, 2018.

Chehalem Park and Recreation District
125 S. Elliott Road
Newberg, OR 97312

John R. Steidel
Golf Course Architect
P.O. Box 6566
Kennewick, WA 99336



John R. Steidel
ASGCA

**Chehalem Park and Recreation District
Contract Agreement
For use of the Chehalem Aquatic Center**

The Chehalem Park and Recreation District, a special district corporation of the State of Oregon, hereinafter referred to as CPRD and George Fox University, a University with a governing board, hereinafter referred to as GFU, and jointly referred to as PARTIES, or individually as a PARTY, mutually agree as follows:

All notifications necessary under this agreement shall be addressed to:

Chehalem Park and Recreation District
Attention: Tara Franks
Aquatic Coordinator
125 Elliott Rd.
Newberg, OR 97132
503-537-7453

George Fox University Swim Team
Attention: Adam Puckett
Athletic Director
414 N. Meridian St.
Newberg, OR 97132
503-554-2910

1 TERM:

- 1.1 CPRD and GFU agree to enter into a contractual agreement to provide pool space for the GFU Swim Team. It is the intent of the PARTIES that this agreement is effective as of the date it is fully executed and that it continues until June 30, 2022.
- 1.2 If this agreement crosses fiscal years, funding for future years is contingent upon the CPRD Board of Directors adopting appropriations.

2 SCOPE:

- 2.1 CPRD agrees to provide GFU the use of the competitive facility at the Chehalem Aquatic Center hereinafter referred to as "CAC" under the agreement described herein.
- 2.2 CPRD agrees to permit use of 8 lanes (25 yard lanes) of exclusive use during GFU's official NCAA swim team practice sessions. Monday through Friday between 7:00 p.m. and 9:00 p.m. and Tuesday and Thursday 5:30 a.m. and 7:30 a.m., from October 1st thru February 7th of each of the contract years. (Note: beginning and ending dates may vary each year, but will follow official practice dates established by the NCAA for Division III Swimming). During the remainder of the school year non-exclusive unofficial "captain practices" will take place from 1pm to 3pm. On certain occasions GFU pool time will be negotiated between the GFU head swim coach and the CAC Supervisor. Pool time is subject to the CAC supervisor's decision if there is no contractual agreement. Examples of certain occasions are special events such as water polo games and tournaments, age group swim meets or additional GFU requests for pool time due to unforeseen swim meet or practice cancellations, etc.
- 2.3 GFU may reserve only the competitive section of CAC for competitive meets. The meet schedule will be set by the GFU coaching staff and approved by the CAC

supervisor in May or June of each year. Equipment needed to organize and execute the meets, e.g. timing system, PA system, etc., that are considered a part of the facility will be made available for GFU's use during meets. CPRD is not responsible for the set-up, take-down of practices and or swim meets. GFU may be required to remove lane lines from pool after a practice if the CAC supervisor requests such action.

2.4 CPRD makes no representations, warranties or guarantees regarding the CAC facilities. GFU has made its own assessments and determinations that the CAC facilities are suitable for GFU's purposes. GFU will continue to assess while using the CAC facilities. GFU acknowledges that GFU activities at the CAC facilities have inherent risk, and in using the CAC facilities for these purposes, accepts and assumes all risks for itself, its members, and any third parties that are the result, wholly or in part, of the GFU activities.

3 COMPENSATION:

3.1 GFU agrees to pay CPRD \$18,000.00 annually.

3.2 Payment request will be made from invoice, presented by CPRD in September of each year of this agreement.

3.3 A fee increase equal to the Portland Oregon Consumer Price Index or 2%, whichever is greater, will apply to each subsequent year of this agreement, effective September 1, 2019.

3.4 GFU agrees to pay CPRD the negotiated swim meet rental rates for the duration of its exclusive use of the facility during swim meets. CAC lifeguards will be required at all GFU swim meets. GFU and CPRD will meet annually in March to review swim meet rental rates for the following fiscal year. 2018/2019 Swim meet rental, lifeguard and maintenance fees will be charged at \$110.00 per hour not to exceed \$800.00 per day. (Note: maintenance hours will depend on the condition of the facility after the swim meet.)

3.5 GFU and other Competitive Aquatic Clubs using CAC agree to share the cost of repair or purchase of competitive swimming specific equipment that is used by both parties. Jointly purchased equipment becomes the property of CPRD.

4 CPRD agrees as follows:

4.1 CPRD agrees to invoice GFU for its annual payment.

4.2 CPRD agrees to provide GFU with door codes and/or keys to individual authorized agents for access to the facility. Access is limited to specified pre-approved entry times.

4.3 CPRD shall allow use of existing kick boards and pull buoys by GFU swimmers during practice hours.

4.4 CPRD reserves the right to cancel or terminate any GFU practices without reimbursement to GFU under the following circumstances:

4.4.1 The Newberg Police determines that the event's noise level violates the provisions of the Newberg Municipal Code.

4.4.2 The CPRD District Superintendent closes the building due to a designated emergency.

4.4.3 The CAC supervisor determines the rental facility is unsafe.

- 4.4.4 GFU Swim Meets canceled because of 4.4.1-4.4.3 above will be rescheduled.
- 4.5 GFU equipment storage at CAC is subject to CAC supervisor approval. Space is limited for storage. A fee will be assessed dependent on how much permanent storage is requested. GFU equipment stored at CAC may be used by other parties, subject to written approval of GFU and at GFU's sole discretion. Equipment storage is at GFU's own risk. GFU agrees that CPRD is not responsible for replacement of said equipment due to loss, theft or damage. In order to promote a good and fair working relationship between GFU and CPRD, the terms within this agreement are subject to minor flexible daily changes, by mutual consent and in writing, by the GFU head swim coach and the CAC supervisor.
- 4.6 When possible, CPRD will provide GFU with at least two weeks' notice if CPRD wishes to use CAC in a manner that would unreasonably interfere with GFU scheduled use of the CAC facilities.
- 5 GFU agrees as follows:
- 5.1 GFU agrees to provide a schedule of its practices and meets to the CAC supervisor each quarter and to provide a schedule of any practice/meet times that GFU proposes to vary from the regular schedule, i.e. practices during winter break, spring break, and holidays. If GFU is not using the facility during their break times, away swim meets etc.; CAC reserves the right to use the pool at that time.
- 5.2 GFU agrees to submit an inventory list in September of each year of GFU-owned equipment requested to be stored at CAC.
- 5.3 GFU shall not suffer or permit any waste to be committed upon the property. GFU shall not use or permit the use or occupancy of property for any unlawful purpose, or commit or permit anything which might constitute a nuisance or a hazard to persons using the property, or which would tend to create a nuisance. In addition, GFU shall not do or permit anything which would increase insurance premiums for the property or render any policy of insurance on the property void or voidable.
- 5.4 GFU shall be responsible for its own security while on the premises. GFU agrees never to provide individual access codes or keys to any person without the express consent of the CAC supervisor or designee.
- 5.5 GFU agrees to provide its own supervision, including American Red Cross trained lifeguards with current certification, for everyone in the facility who is associated with GFU's activities. The swim coach if certified may assume the responsibility of supervision of swimmers in the water (Oregon Health Authority, Public Health Division Administrative Rules Chapter 333 Division 60 Public Swimming Pools, section 333-060-0208, 2C). CPRD assumes no responsibility for the supervision of GFU practices or the building area they are practicing within, and GFU agrees to indemnify, hold harmless and defend CPRD from any claim or negligence. Lifeguarding and supervision of "Captain Practices" are the sole responsibility of GFU. If CAC wishes to share the pool during Captain Practices with GFU, and that is acceptable to GFU then a CAC lifeguard will be provided and the life guard cost

will be divided equally. If CAC determines that GFU is not providing certified personnel to supervise swim practices or said individual is not providing the proper supervision as outlined in the Oregon Division 60 state swimming pool regulations, and or CAC aquatic center policies, CPRD reserves the right to provide lifeguards at the current hourly lifeguard rate.

5.6 GFU may contract for lifeguards in lieu of section 5.5 if, available. Lifeguard compensation would be at \$18.00 per hour.

5.7 GFU agrees to conduct safety and water chemistry checks prior to any swimmer entering the water during times which CAC allows GFU practices when CAC is closed. Testing will be performed by trained personnel.

5.8 GFU is responsible for any damage to the facility or equipment resulting from using the CAC. GFU is to notify the CAC supervisor of any damages resulting from GFU activities, or that occurred during the GFU activities when CAC is not open, by the end of the next business day. If CAC is closed at the conclusion of a GFU practice, GFU agrees to make sure everyone is out of the facility and that the building is secured.

5.9 GFU agrees to ensure that GFU swimmers are in the water only when the GFU swim coach is present on the pool deck or a certified lifeguard. GFU agrees to ensure that everyone who is in the water during practice is a currently registered GFU swimmer. GFU will guarantee that only the GFU swimmers, GFU swim team staff, and GFU swim meet participants are in the water at any GFU practice or swim meets.

6 PARTIES agree as follows:

6.1 The PARTIES intend that, in performing this agreement, each shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Neither CPRD nor GFU is to be considered an agent or employee of the other.

6.2 Subject to the limitations and conditions of the Oregon Tort Claims ACT ORS30-26030.300, each party agrees to hold the other harmless, to indemnify and to defend the other, its officers, agents, volunteers and employees from liability, actions, claims, losses, damages or other costs including attorney's fees and witness costs that may be asserted by any person or entity arising from, during, or in connection with the performance of the work described in this agreement, when such liability, action, claim, loss, damage or other cost results from the actions of that party in the course of this agreement. Nothing in this agreement shall be deemed to create a liability for any party in excess of the Oregon Tort claims limits for either party.

6.3 GFU shall provide insurance as follows:

6.3.1 Workers' Compensation Insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their workers.

6.3.2 General Liability / Oregon Tort Liability insurance of not less than \$1,000,000 per occurrence and \$3,000,000 general aggregate each claim, incident, or occurrence for Bodily Injury and Property Damage.

- 6.4 Each insurance policy shall state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in material limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CPRD. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of CPRD and that any other insurance maintained by CPRD is excess and not contributory insurance with the insurance hereunder. A lapse in any required insurance coverage during this agreement shall be a breach of this agreement.
- 6.5 GFU shall furnish acceptable insurance certificates to CPRD for each insurance policy signed by a person authorized by the insurer to bind coverage on its behalf. Certificates will be received and approved by CPRD prior to it issuance of a Notice to Proceed. Insuring companies or entities are subject to CPRD acceptance. CPRD will be named as an additional insured on the policy. GFU shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.
- 6.6 This agreement shall not be assigned, nor shall duties under this agreement be delegated, and no assignment or delegation shall be for any force or effect without the written approval of the contracting officers for GFU and CPRD.
- 6.7 The contract between CPRD and GFU will be for five years in duration beginning in September of 2018. PARTIES may, by mutual written consent only, agree to terminate this agreement effective on another date. Any contractual disputes shall first be attempted to be resolved between GFU and CPRD. Additional disputes that cannot be resolved internally between GFU and CPRD shall be resolved through Mediation followed by binding Arbitration in accord with the Arbitration Services of Portland, Inc. in accord with their published rules and procedures.
- 6.8 PARTIES shall comply with the Americans with Disabilities Act of 1990(Pub. Law No. 101-336), ORS 659A.403, ORS659A.406, ORS 659A.142, ORS 659A145, and all regulations and administrative rules established pursuant to those laws. Parties will comply with Oregon Health Authority Public Health Division 60 Public Swimming Pool regulations.
- 6.9 This writing is intended both as the final expression of the agreement between the PARTIES with respect to the included terms and as complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until it is made in writing and signed by both PARTIES.

Dated this 15 day of April 2018

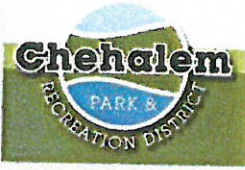



George Fox University
 _____ Name
 _____ Title
(Signature)
CFO

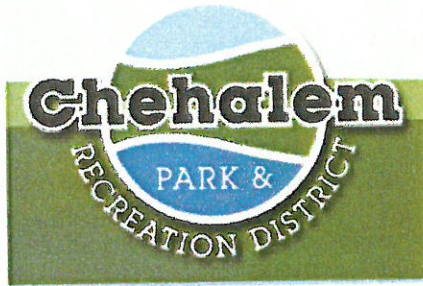
Chehalem Park and Recreation District
 _____ Name
 _____ Title

**Chehalem Park & Recreation District
Full Faith & Credit & Refunding Obligations Series 2018
Distribution List**

As of Wednesday, April 18, 2018

INITIAL DISTRIBUTION LIST

		
	Issuer	125 S. Elliott Road Newberg, Oregon 97132
Don Clements, Superintendent	Email:	dclements@cpdnewberg.org
Shilo Peacock, Finance Director	Email:	speacock@cpdnewberg.org
	Telephone:	503.554.0283
	Tax Id:	
		
	Special Counsel	200 SW Market Street, Suite 350 Portland, Oregon 97201
Ms. Ann Sherman	Telephone:	503.402.1324
	Email:	asherman@hawkins.com
Ms. Sandra McDaniel, Paralegal	Telephone:	503.402.1328
	Email:	smcdaniel@hawkins.com
Ms. Jennifer Cordova	Telephone:	503.402.1326
	Email:	jcordova@hawkins.com
Ms. Karen Lamont	Telephone:	503.402.1320
		klamont@hawkins.com
	Fax:	503.402.1331
		
	Municipal Advisor	727 Center Street NE Salem, Oregon 97301
Mr. David C. Ulbricht, Director of Advisory Services	Telephone:	Salem -503.371.8883 McMinnville – 503.472.9965
	Email:	dulbricht@sdao.com
Ms. Tonya Grass, Associate	Telephone:	503.371.8883
	Email:	tgrass@sdao.com
	Fax:	503.400.3090
		
	Escrow Agent	601 Union Street, Suite 3600 Seattle, Washington 98101
Mr. Michael Jones, VP & Manager	Telephone:	206.438.1263
	Email:	michael.a.jones@zionsbank.com
Ms. Anna McCully, VP	Telephone:	206.438.1267
	Email:	anna.mccully@zionsbank.com

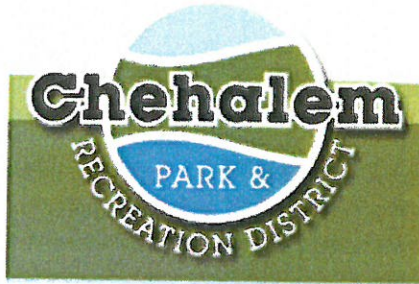


Full Faith & Credit Obligations, Series 2018
Tentative Timeline
April 18, 2018

Role	Participant	Abbreviation
Issuer	Chehalem Park & Recreation District	District
Special Counsel	Hawkins Delafield & Wood LLP	SC
Municipal Advisor	SDAO Advisory Services LLC	MA
Underwriter	DA Davidson	UW
Escrow Agent	Zion's Bank	EA
Escrow Verification Agent	TBD	EVA

Apr-18							May-18							Jun-18						
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S
1	2	3	4	5	6	7	6	7	8	9	10	11	12	3	4	5	6	7	8	9
8	9	10	11	12	13	14	13	14	15	16	17	18	19	10	11	12	13	14	15	16
15	16	17	18	19	20	21	20	21	22	23	24	25	26	17	18	19	20	21	22	23
22	23	24	25	26	27	28	27	28	29	30	31	24	25	26	27	28	29	30		
29	30																			

DATE	TASK	RESPONSIBLE	
		PARTY	COMPLETED
April 10 th	Financing Kick-off Teleconference Meeting	All	X
	Initial Ratings Request submitted.	MA	X
April 11 th	Production of disclosure document begins.	UW	X
April 20 th	1 st draft of the Preliminary Official Statement ("POS") available.	UW	X
April 24 th	Comments to POS returned to UW.	All	
April 26 th	2 nd draft of POS available.	UW	
	2 nd draft of POS distributed to Moody's Investor Service.	MA	
May 1 st	Comments to POS returned to UW.	All	
May 7 th	3 rd draft of the POS available for review and comment.	UW	
May 9 th	Rating Call - 10 am (PST) Dial-in No. 866.866.2244; Participant Code: 1626164#	District/MA/UW	
May 15 th	Nearly Final POS available to the District and Board Members for final review. (Start of two-week Board review of POS).	UW	
	Form of Deemed Final Letter request sent to District.		
May 18 th	Due Diligence Call with Underwriter Dial-In Number: 866.866.2244; Participant Code: 1626164#	All	



Full Faith & Credit Obligations, Series 2018
Tentative Timeline
April 18, 2018

Apr-18						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May-18						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Jun-18						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DATE	TASK	RESPONSIBLE PARTY	COMPLETED
June 12 th	Comments on Financing Documents provided to SC.	All	
	Comments due on the Official Statement.	All	
June 13 th	Closing Memorandum Distributed.	UW/MA	
	MDAC Form-2 filed with Oregon State Treasury.	UW	
June 18 th /19 th	All Final Closing Documents available.	SC	
	12:00 PM (PST) Pre-Closing at the law offices of Hawkins Delafield & Wood LLP. District Representatives need to attend in person	All	
	Final Official Statement posted	UW	
June 20 th	Closing via Teleconference/Email.	All	
	Escrow Funded to Refund Series 2006/2007 FFC	All	
	Notice of Redemption of Series 2006/2007 FFC Published	EA	
NLT June 30, 2018	District adopts 2018-19 Budget.	District	
July 20 th	Series 2006/2007 FFC called and redeemed.	EA	
November 2018	Property Tax Revenue begins to come in.	District	
December 15, 2018	1 st Interest Payment Due (Subject to Change)	District	
June 15, 2019	2 nd Interest Payment and 1 st Principal Payment due on Series 2018 Obligations (Subject to Change)	District	

Parks Activity Report April 2018

Park and the Weather

If the grass is looking a little tall it is because we have had one of the dampest Aprils ever. We had more rain in the last two weeks than we had in the last two months. We have not been able to mow like we would like to. That leaves us with tall grass everywhere and possible complaints. Now the weather has improved and we are back mowing.

We do have a new mower we are sharing with the golf course called a Ventrac. It has wider tires and can get into wet areas sooner than our other mowers. Another unit is being purchased to assist with all the grass we have in the district.

We have had a skeleton staff in the parks department for various reasons. We should be close to back to normal in the next week or so.

Current Aquatic Center

Our current pool building has been giving us nothing but trouble. It is like it knows that we are shutting down. We had to replace our domestic water pump and heat exchanger, our spa motor and our air handling motor in the last four months. The boiler is now acting up and we need to try to limp along as best we can until we close. On top of that, last week a dump truck doing construction on the new road being built on Villa did not lower his bed and tore out the main electrical system. That caused our main pool circulation pump to catch on fire and burn up and it destroyed our spa jet pump. Now I am taking the time to play tag with the construction companies insurance company.

Next came our boiler shutting off when they started the new pool boiler. We did not have a big enough gas line to feed both. It has been frustrating.

New Aquatic Center

We are coming to a conclusion on construction. By mid may we should be close to entering the building. We have not done a punch list yet and things are not working quite right, but we are getting closer. We have started giving small public tours and people are amazed. We are also in the process of hiring more part-time lifeguard staff for the expected crowds.

Phase II

We have received the permits to begin phase II from the city. Soon you will see the construction trailers move to the back of the building and the paved parking lot striped. I am hoping for a week to move everything into the new building from the old. May will be busy in aquatics. That is why you do not have an activity report from Tara this month. She is working overtime to not only run the current center, but get ready for the new one. Tara is an amazing employee for this district.

Parks Summary *Month of: March 2018*

<i>Park Name</i>	<i>Hours Worked</i>
<i>Armory</i>	37.00
<i>Billick/Dundee</i>	48.25
<i>Buckley Park</i>	0.75
<i>Central</i>	37.75
<i>Che. Valley</i>	5.00
<i>College</i>	0.75
<i>Community Center</i>	7.75
<i>Crabtree</i>	1.50
<i>Crater Ball Fields</i>	35.75
<i>Elliott Road</i>	27.75
<i>Ewing Young</i>	3.25
<i>Falcon Crest Park</i>	1.00
<i>Fortune Park</i>	0.75
<i>Gail Park</i>	1.50
<i>Gladys</i>	0.75
<i>Golf Course</i>	8.25
<i>Herbert Hoover</i>	46.50
<i>Jaquith</i>	16.75
<i>Jaquith Ball Fields</i>	31.00
<i>Memorial/Scout House</i>	28.00
<i>Mt. View (Springbrook)</i>	7.50
<i>Non-District Properties</i>	2.50
<i>Oak Knoll Park</i>	0.50
<i>Oaks Park</i>	1.25
<i>Other District Land</i>	7.75
<i>Pool</i>	105.25
<i>Pre-School</i>	17.00
<i>Pride Gas</i>	2.25
<i>Rotary Centennial Park</i>	2.75
<i>Schaad Park</i>	1.00
<i>Scott Leavitt</i>	0.75
<i>Senior Center</i>	65.50
<i>Spring Meadow</i>	0.75
<i>Transfer Station</i>	2.00
<i>vacation/holiday/sick/comp.</i>	168.50

<i>Park Name</i>	<i>Hours Worked</i>
<i>Youth building</i>	18.00
<i>Total</i>	<i>743.25</i>

February 20, 2018

Taken care of
chemical has
been changed.
@

Mr. Don Clements
Chehalem Park & Recreation District
126 S Elliott Rd.
Newberg, OR 97132

Dear Mr. Clements:

What if there were a environmental health hazard needing resolution at the aquatic center, but repeatedly failed to be corrected?

There IS! For the past several months, we have frequently encountered toxic air pollution resulting from a heavily scented cleaning product used by the janitorial service. This scent bonds with the chlorine and creates a noxious smell that is hazardous to all, but especially for those with respiratory ailments such as allergies and asthma.

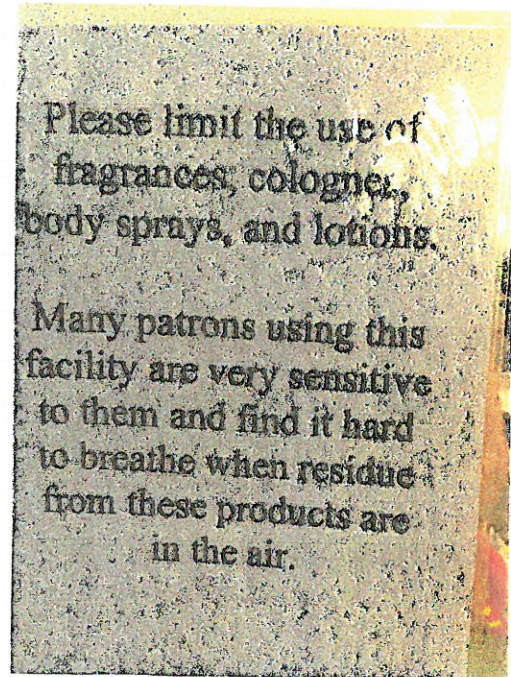
It is ironic that signs requesting patrons to refrain from using scents are posted in the locker rooms (see below), but the janitorial service is allowed to continue using harmful chemicals.

Repeated complaints to pool personnel at all levels have not been adequately addressed and the problem persists. It is of great concern that this problem be resolved promptly for the health of all patrons and to ensure the new facility will not be contaminated with these environmentally toxic cleaning products.

Thank you for your prompt attention to this matter.

Sincerely,

Johanna Hanks
15 Adams
L. Crayley
Susan Rich
Mervyn McShane
Lotha L. Schramm
Connie Alloyd
[Signature]
Nancy Smith
Robin Oylear
L.C. Beled
i have names



+ MANY MORE!



Chehalem Park and Recreation District Feedback Form

2/21/18

Please use this form for your suggestions and comments about CPRD programs, facilities and/or personnel.

What are you commenting on?

Activities

- Adults 50+
- Aquatics
- C.A.R.E. Childcare
- Community School
- Recreation
- Sports

Facilities

- Adult Enrichment Center
- Bonnie Benedict Preschool
- Chehalem Armory
- Chehalem Aquatic & Fitness Center
- Chehalem Community Center
- Chehalem Cultural Center
- Chehalem Glenn Golf Course

General

- Litter
- Parking
- Parks
- Playground
- Restroom
- Website
- Other

What is your comment?

What is your recommendation?

I recommend that spin bikes are included in the new equipment in order for spin classes to be available to patrons

We are here to serve you. If you would like to discuss your issue, let us know and we will contact you.

Would you like us to contact you? Yes No

Preferred method of contact Phone Email

Optional

Name _____

Address _____

Phone _____

Email _____

Other ways to make your voice heard

- **Attend a Board meeting.** The Chehalem Park and Recreation District Board of Directors generally meets the fourth Thursday of each month. The public is welcome. Due to the holidays, the board meets only if necessary in November and December. Visit our website for meeting locations and details.
- **Give us a call.**
Administration Office (503) 554-0283
Registration Desk (503) 537-2909
- **Go online.** You can leave feedback for CPRD on our website at www.cprdnewberg.org, through Facebook, Twitter, and our blog.



Oregon

Kate Brown, Governor

Department of Revenue
955 Center St NE
Salem, OR 97301-2555
www.oregon.gov/dor



CHEHALEM PARK & RECREATION DISTRICT
125 S ELLIOTT RD
NEWBERG OR 97132

Date: March 26, 2018
Letter ID: L1910906496
Account ID: 007299269-12

New Statewide Transit Tax

BIN: 00514015-3

The new statewide transit tax - part of House Bill (HB) 2017 from the 2017 Legislative Session - becomes effective July 1, 2018.

HB 2017 requires all employers to withhold, report, and remit one-tenth of one percent (.001) of wages paid to their employees to the Department of Revenue. Employees include Oregon residents and non-residents who perform services in Oregon.

If our records show that you're subject to this tax, we'll set up your statewide transit tax account automatically in Revenue Online. You'll see this account on your dashboard prior to the end of the third quarter, which is when your first statewide transit return and payment are due. You'll need to report this information and remit the funds you withheld quarterly (or annually if you are an agricultural or domestic employer), which you can do quickly and easily through your Revenue Online account. Paper returns will also be available in the Combined Payroll Tax Report booklet and on our website starting in 2019.

Please note: We're sending these informational letters to taxpayers in stages. As a result, you may receive this letter before other businesses in the same area. If you hear from other businesses that haven't yet received this information, please feel free to provide them with our contact information.

You can find additional information on the statewide transit tax on our website at www.oregon.gov/dor/business. We'll be updating our website as we get closer to the effective date of this tax. You can also receive updates about this new tax, and payroll taxes in general, by subscribing to our Payroll Tax News email list, which is also available on our website.

If you have questions, please contact us at (503) 945-8100 or by email at payroll.help.dor@oregon.gov.

Department of Revenue
955 Center St NE
Salem, OR 97301-2555

