

**CHEHALEM PARK AND RECREATION DISTRICT
BOARD OF DIRECTORS REGULAR MEETING
CHEHALEM ADMINISTRATION OFFICE
125 S. ELLIOTT ROAD
NEWBERG, OREGON
AUGUST 26, 2021
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. Approve Minutes Regular Board Meeting July 22, 2021.
 - B. Approval of Bills Payable
 - C. Approval of Financials
- V. Public Participation**
 - A. Trails Survey
 - B. Others not on Agenda
- VI. Action Items/Committee Reports/Board Comments**
 - A. Grant Agreement ODOT for Construction of Phase 1 Newberg/Dundee Connecting Trail
 - B. Award Green Works for Design of Phase 1 Newberg/Dundee Connecting Trail
 - C. Appointment of Trail Advisory Board
 - D. Discussion of Newberg/Dundee Bypass Phase II
 - E. Signers for CPRD Bank Accounts
 - F. Reports and Comments from Board Members
- VII. Old Business**
 - A. Updates on Projects and Questions
 - B. Pickle Ball Courts
- VIII. From the Superintendent's Desk**
 - A. Financial Report and Questions
 - B. Superintendent's Report
 - 1. Potential Park Land
 - C. Staff Reports
- IX. Correspondence**
 - A. Citizens' Comments/Evaluations
 - B. Miscellaneous Info
- X. Adjournment**

Next regular Board meeting is September 23, 2021.

To: Board of Directors
From: Superintendent
Date: July 20, 2021
Re: Background information for July 22, 2021 Board Meeting
Number corresponds to Agenda Item

II. ROLL CALL – We need 3 present for the meeting. Please call if you cannot attend. PLEASE REMEMBER MEETING AT THE DISTRICT OFFICE. YOU CAN CALL IN FOR MEETING. YOU CAN ATTEND REMOTELY, VIA ZOOM. Kat will send information needed for meeting
Please see page 4 for index for page numbers

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

IV. APPROVAL OF CONSENT AGENDA

A. Approval of Board Meeting Minutes – Please see pages (5-10) for Regular Meeting Minutes of July 22, 2021

RECOMMENDATION: Approval of Regular Board Meeting Minutes for July 22, 2021

B. Approval of Bills Payable – See page (11-12). General Fund \$814,785.16. SDC FUND \$246,626.68. LOAN SERVICE FUND \$0.00. POOL BOND \$0.00. FOUNDATION \$37,751.20

RECOMMENDATION: APPROVAL OF BILLS PAYABLE.

C. Approval of Financial – Please see page (13).

RECOMMENDATION: None at this time

V. PUBLIC PARTICIPATION

A. Trail Survey – Please see pages (14-63). JL Wilson, Nelson Report will be at the meeting of make a brief presentation and answer questions. Members of Yamhelas Westside Trail Board will be present to answer any questions. The Survey cost \$15,000.00. The \$15,000.00 was donated to the Chehalem Park Foundation to pay for the survey. The question is what will be our next steps?

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

VI. ACTION ITEMS/COMMITTEE REPORTS/BOARD COMMENTS.

A. Grant Agreement - Please see page (64-84) for information.

RECOMMENDATION: Authorize the Superintendent to sign the Grant Agreement.

B. Award design work for Trail – Casey will be at meeting to recommend the firm. Please see pages (85). In prior Board Packets the RFP and responses were included. We will bring back a contract with Green Works for design of Phase 1 of Trail connecting Newberg and Dundee.

RECOMMENDATION: Award Green Works for design of Phase 1 of Dundee/Newberg Trail.

C. Appointment of Trail Advisory Board – Please see pages (86-109).

RECOMMENDATION: Appoint all members to the Trail Advisory Board

D. Discussion of Newberg/Dundee Bypass Phase II – Please see page (110-154).

E. Board Signers for Bank Accounts – Heidi will explain necessary steps.

F. Reports Comments from Board Members – Given at meeting.

VII. OLD BUSINESS

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

B. Pickle Ball Courts – Will discuss at meeting.

VIII. FROM THE SUPERINTENDENTS DESK

- A. Financial Report and Questions. We did not have to borrow for the 2017-18, 2018-19, 2019-20 and 2020-21 budget. It is projected we will not borrow for the 2021-22 budget. The current debt is for the golf course, property on the river, fitness center and pool bond. We are allowed about \$92,400,000.00 in debt. As of 6/30/2019 we have \$25,251,238 outstanding long term debt obligations. Revenue is up in SDC fees. We refinanced the loans for the golf course, property and combined them with the loan for the pool and fitness center. This was done to save money. Currently we have two loans and one bond. Please note the general fund in previous years had transferred the money to pay for debt to the Loan Service Fund. We are now paying debt out of the SDC fund.

GENERAL FUND SUMMARY

DESCRIPTION	AS OF 7/31/20-21	AS OF 7/31/21-22	DIFFERENCE
TOTAL EXPENDITURES	\$ 357,020.90	\$ 403,990.89	\$ 46,969.99
TOTAL OPERATION EX.	\$ 357,020.90	\$ 403,990.89	\$ 46,969.99
TOTAL CAP/AQ/DEV/TRS	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL REVENUE	\$ 3,852,971.55	\$ 5,234,370.23	\$ 1,381,398.68
TOTAL TAXES	\$ 38,957.97	\$ 41,292.64	\$ 2,334.67
TOTAL FEES & CHARGES	\$ 326,214.80	\$ 416,306.53	\$ 90,091.73
TOTAL OTHER REVENUE	\$ 29,896.46	\$ 114,412.25	\$ 84,515.79
BEGINNING BALANCE	\$ 3,457,902.32	\$ 4,662,358.81	\$ 1,204,456.49
<u>BALANCE</u>	<u>\$ 3,495,950.65</u>	<u>\$ 4,830,379.34</u>	<u>\$ 1,334,428.69</u>

SDC FUND SUMMARY

DESCRIPTION	AS OF 7/31/20-21	AS OF 7/31/21-22	DIFFERENCE
BEGINNING BALANCE	\$ 2,508,611.31	\$ 1,941,451.07	\$ < 567,160.24>
INTEREST	\$ 1,817.01	\$ 731.80	\$ < 1,085.21>
CITY OF NEWBERG	\$ 21,617.82	\$ 0.00	\$ < 21,617.82>
CITY OF DUNDEE	\$ 0.00	\$ 0.00	\$ 0.00
COUNTY OF YAMHILL	\$ 11,081.84	\$ 6,601.85	\$ < 4,479.99>
TRANSFERRED IN	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL REVENUE	\$ 2,543,127.98	\$ 1,948,784.72	\$ < 594,343.26>
TOTAL EXPENDITURE	\$ 319,995.91	\$ 186,431.34	\$ < 133,564.57>
<u>BALANCE</u>	<u>\$ 2,223,132.07</u>	<u>\$ 1,762,353.38</u>	<u>\$ < 1,539,221.31></u>

Please note the operational cost in the General Fund is up. The operational revenue is up. SDC Fund is down. Please remember the debt was to come out of SDC's for the 2020-21 budget and the 2021-22 budget.

- B. Superintendent Report – To be given at meeting.

- C. Staff Reports – Please see pages (155-166).

IX. CORRESPONDENCE

- A. Citizens Comments/Evaluations – Please see Pages (167-168)

- B. Miscellaneous Information – Please see pages (169-224).

X. ADJOURNMENT.

Next Regular Board Meeting September 23, 2021

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CHEHALEM PARK AND RECREATION DISTRICT
REGULAR BOARD MEETING
CPRD Administration Office
125 S. Elliott Road
July 22, 2021
MINUTES

I. Lisa Rogers called the meeting to order 6:00 p.m.

II. Roll Call

Board members

Lisa Rogers
Bart Rierson
Don Loving - arrived 6:04 p.m.
Jim McMaster
Gayle Bizeau
Mike McBride, Honorary Member

CPRD Staff

Don Clements, Superintendent
Casey Creighton, Basic Services Supervisor/Park and Facilities Supervisor
Julie Petersen, Special Services Supervisor/Recreation Supervisor
Kellan Sasken, Special Services/Golf Director (remotely)

Public

Peter Renwick, Newberg Pickleball Club
Hunter Wylie, Newberg Pickleball Club
Michael Kringlen, Newberg Pickleball Club president
Carol Foley, Board: Friends of Yamhelas Westsider Trail (remotely)
Wayne Wiebke, Board: Friends of Yamhelas Westsider Trail (remotely)
Crystal Poczynek
Jim Talt, CPRD Budget Committee member
Mike Gunn
Beth Keyer
John Petersen
Stan Kosmicki
Leonard Johnson
Beekay Lyda
Zachary Lyda
Jack Lyda
Kyler Diefenbaugh
Judy Brown
Neil Cohen, Newberg Pickleball Club
Crhis and Lisa K (illegible sign in)

David Larson
Janette B
Cathi Young
Mark Colby
Jesse Cadd
Kerri Cadd
Scott Twenge
(Plus three illegible signatures)

III. Approval of agenda
Item F up to B under public participation

Moved Bart Rierson
Second Gayle Bizeau
Passed unanimously

IV. Approval of consent agenda

- a. Approval of minutes of regular Board meeting June 24, 2021
- b. Approval of bills payable
- c. Approval of June financials
Moved Jim McMaster
Second Gayle Bizeau
Passed unanimously

V. Public participation

- a. Mayor of Newberg Rick Rogers administered the Oath of Office to incoming Board members Lisa Rogers (incumbent), Jim McMaster and Gayle Bizeau and made welcoming remarks, acknowledging outgoing members as well.
- b. Discussion on legal counsel's response on issue of Honorary Board Members, and Newberg city councilor Mike McBride's remarks objecting to proposed proclamation of LBQT Day in a recent city council meeting. Lisa Rogers led discussion by explaining legal counsel response. Mike Gunn spoke for assembled crowd (approximately 40) in defense of Mike McBride, objected to the notion of removing Mike McBride as an Honorary Board Member, and said that CPRD had no business getting involved in this, and the only reason that it was involved was because certain people were offended. He accused the Board of removing McBride in order to punish him because people were offended by his remarks.
Don Loving explained that John Bridges is legal counsel to CPRD; a question was raised at the previous meeting, and CPRD sought legal counsel.
Mike Dorman asked whether legal counsel letter was an opinion; this was confirmed.

Judy Brown said people are upset at idea of ripping this award away from McBride and urged Board to consider ethical part besides legal.

Mike McBride said this is political and nothing else, and the City needs to stay out of political things, and the park district needs to stay out of political arenas. If he were on the Board, he said, he would urge the Board to drop the whole thing, because it's political and nothing else.

Brian Shannon said this is an act of retribution for something that he said at City Council, and government should not punish free speech.

Jack Lyda talked about "cancel" culture, and society choosing to be offended by interpretations of what people say and urged tolerance.

Mike Gunn had resolution signed in June of 2017 which he said that three Board members had signed, and said this "smells of bad faith."

John Rodder said this would create bigger divisions and "bad things will happen because of this, more crime."

Lisa Rogers closed public participation at 6:36 p.m.

Discussion: Recollection that Donna McCain was previous member to receive this title. Loving asked that people not be offended if the Board seeks legal opinion on matters that are new to them, "because it's a good thing to do; we're not experts in law." Loving said he had no intention of removing this ceremonial title, so the testimony had not swayed him at all, and reminded the crowd that there had been no motion to remove his title.

Bart Rierson said what have characterized as "special rights" are "equal rights" and no one has "different rights from the rest of us." While he disagrees with Mike's characterization of special rights to certain groups, he wishes to honor his 36 years of service, and respects his opinion.

"Equal privileges are not special privileges," said Rierson.

Jim McMaster said he saw no problem with giving ceremonial title, as past Boards had done, and said that it is normal for the Board to seek information from legal counsel in order to understand something.

Lisa Rogers said elected officials must be careful of what we say, because we "represent the entire community." The LGBT community was offended, it is a time for reflection for elected officials to examine whether they said something offensive, and she reiterated that the job of elected officials is to be representative of everybody.

Mike McBride broke in and said he completely disagreed.

Lisa Rogers agreed that it was okay to disagree, and said this was about making sure that everyone in the community could use the Park's and City's amenities, and continue to build the community without divisions.

Discussion: Rogers said that (John Peterson) had made a request to remove Mike. McMaster said he saw no reason for any action. Loving agreed.

Loving requested a 5-minute recess at 6:50 p.m.

VI. Action items/committee reports/Board comments

a. Motion to accept the 2019-20 audit.

Lisa Rogers noted that there were things in the management letter which should be addressed.

Moved Bart Rierson

Second Jim McMaster

Passed unanimously

b. Contract for Phase I of Newberg-Dundee Bypass Trail: Casey Creighton said he was not prepared to make recommendation. Tabled to August.

c. Discussion of Crabtree Park entrance road. Creighton gave update: nothing is likely to happen this year; he gave raw cost estimates and explained the options on whether to replace the culvert with a much larger size fish culvert, and/or to take mitigation measures. Creighton is concerns that it could fail. If it fails, he said, CPRD will be allowed to put in an emergency culvert in. Clements told the Board that if he feels it is a safety concern, he will close the park.

d. Discussion of Newberg Pickleball Club request for improvements. Hunter Wiley presented a proposed multi-court facility, pointing to Bend pickleball complex at Pine Nursery Park as a model to follow. Julie Petersen said an ideal location would be the old tennis courts at Renne Field, owned by Newberg School District, and urged they talk with Larry Hampton. Don Clements said prior school boards had said no, because they wanted to build a middle school there at that time; he said he would approach them again and see. He recommended that the president appoint a board member to look at this and we put this in next year's budget. Bart Rierson said we hear presentations on pickleball probably every other meeting, and that the board is aware of its popularity and the need for a facility. Petersen also suggested Dundee Billick Park as a possibility, depending on NSD's plans for the school there. Jaquith Park was raised as another possibility, albeit with limited parking. Clements recommended a seven-member advisory committee, to be appointed by the Board, to be advertised.

McMaster made supportive comments of the sport.

Judy Brown encouraged CPRD to look beyond Jaquith Park, because those courts are valued for tennis, and it is difficult to play courts once they are striped for both.

e. Nelson Research Trails survey update - Kat Ricker reported that PA Counsel anticipated finishing this evening and providing a full report tomorrow.

f. Reports and comments from Board members

Don Loving - Wished to elect Board officers at this meeting.

Lisa Rogers - CCC is nearing fundraising goal for final phase of (upstairs) renovation.

Bart Rierson - Willamette Riverkeepers held Pinot Paddle last weekend, and Fall Harvest Paddle will happen in September. He said his wife had hoped for free introductory visits to aquatic and fitness center.

VII. Old business/project updates -

- a. Casey Creighton gave updates on RFP process for Newberg-Dundee Bypass Trail (Hess Creek Bridge) - two companies submitted; Board has been provided with copies of these proposals.
Need to put out an RFP for a planner; legal counsel had recommended that we submit a Parks Master Plan with Yamhill County, in order to apply for proposed campground; this will also help with parks, for progress at County level.
Five fires started at Ewing Young Park in past two weeks; CPRD is working with police and fire department on their investigations.
OSHA temporary heat rules for workers have recently been introduced.
Jim McMaster asked why broken television sets had not been fixed at the aquatic and fitness center, and urged them fixed, since the user fees had just been raised. Discussion with Creighton on Pearlite release issues and the company Anderson, and the HVAC system.
Capacities at all facilities are full (now that pandemic restrictions have lifted).

VIII. From the superintendent's desk

- a. Financial report – No comments
- b. Superintendent's report – No comments
- c. Staff reports – See Staff Reports in packet for details.
 - i. Recreation: Julie Petersen - Camps are packed. First Darnell Wright tournament is being planned.
 - ii. Public Information: Kat Ricker - invited the Board to the Gone to the Dogs event at Dundee Friday Night Market tomorrow, and reminded them of Newberg-Dundee Bypass Tour Aug. 10th.

IX. Correspondence

- A. Citizen comments/evaluations – See packet
- B. Miscellaneous - Election of officers:
 - President - Lisa Rogers
 - Vice President - Jim McMaster
 - Secretary/Treasurer - Don Loving
 - Moved Bart Rierson
 - Second Gayle Bizeau

X. Adjournment – Lisa Rogers moved to adjourn 8:09 p.m.

Respectfully Submitted,
Kat Ricker, Public Information Director

Next regularly scheduled Board meeting: August 26, 2021. Jim McMaster will run the meeting as Lisa Rogers will be excused.

ACCOUNTS PAYABLE AND PAYROLL

FROM JULY 19, 2021

UP TO AUGUST 20, 2021

ACCOUNTS PAYABLE FOR GERNERAL FUND

<u>CHECK NUMBERS</u>	<u>AMOUNT</u>	<u>TYPE CHECKS</u>
124647-124803	\$ 428,536.42	ACCOUNTS PAYABLE
124681, 124709, 124741-42, 124778-79	were payroll checks accounted for in Payroll	
124739	VOIDED	
WIRE TRANSFER PAYROLL	\$ 360,891.22	PAYROLL
2066-2083	\$ 25,357.52	WIRE TRANSFER
GRAND TOTAL	<u>\$ 814,785.16</u>	

BREAKOUT

<u>ACCOUNTS PAYABLE</u>	\$ 428,536.42
<u>PAYROLL</u>	\$ 360,891.22
<u>WIRE TRANSFER</u>	\$ 25,357.52

ACCOUNTS PAYABLE FOR SDC FUND

<u>CHECK NUMBERS</u>	<u>AMOUNT</u>	<u>TO WHOM</u>
1005	\$ 20,013.75	GREENWORKS, PC
1006	\$ 1,876.25	AKS ENGINEERING & FORESTRY
1007	\$ 22,061.25	REXIUS
1008	\$ 6,570.00	SEA
1009	\$ 9,674.19	GREENWORKS, PC
GRAND TOTAL	<u>\$ 60,195.44</u>	
WIRED OUT SDC	\$ 186,431.24	US BANK SERIES 2014 LOAN

ACCOUNTS PYABLE FOR LOAN SERVICE FUND

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

ACCOUNTS PAYABLE FOR CAPITAL POOL CONSTRUCTION & POOL BOND

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

<u>CAPITAL POOL CONST.</u>	\$ 00.00	
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<u>POOL BOND DEBT</u>	\$ 00.00	
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ACCOUNTS PAYABLE FOR FOUNDATION

<u>CHECK NUMBERS</u>	<u>AMOUNT</u>	<u>TO WHOM</u>
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167	\$ 29.60	US BANK TECH SOUP
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168	\$ 29.60	US BANK TECH SOUP
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169	\$ 15,000.00	NELSON RESEARCH
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170	\$ 22,692.00	CPRD SANDER REIMBURSEMENT
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GRAND TOTAL	<u>\$ 37,751.20</u>	
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FINANCIAL OVERVIEW
GENERAL FUND SUMMARY

DESCRIPTION	AS OF 7/31/20-21	AS OF 7/31/21-22	DIFFERENCE
Total Operational Expense	\$ 357,020.00	\$ 403,990.89	\$ 46,969.99
Total Capital Outlay & Transfers	\$ 0.00	\$ 0.00	\$ 0.00
GRAND TOTAL EXPENSES	\$ 357,020.80	\$ 403,990.89	\$ 46,969.99
Total Tax Revenue	\$ 38,957.97	\$ 41,292.64	\$ 2,334.67
Total Fees & Charges Revenue	\$ 326,214.80	\$ 416,306.53	\$ 90,091.73
Total Other Revenue	\$ 29,896.46	\$ 114,412.25	\$ 84,515.79
Beginning Balance	\$ 3,457,902.32	\$4,662,358.81	\$ 1,204,456.49
GRAND TOTAL REVENUE	\$ 3,852,971.55	\$5,234,370.23	\$ 1,381,398.68

SDC FUND SUMMARY

DESCRIPTION	AS OF 7/31/20-21	AS OF 7/31/21-22	DIFFERENCE
GRAND TOTAL EXPENSES	\$ 319,995.91	\$ 186,431.34	\$ <133,564.57>
TOTAL REVENUE	\$ 34,516.67	\$ 7,333.65	\$ < 27,183.02>
BEGINNING BALANCE	\$2,508,611.31	\$1,941,451.02	\$ <567,160.24>
GRAND TOTAL REVENUE	\$2,543,127.98	\$1,948,784.72	\$ <594,343.26>

LOAN SERVICE FUND SUMMARY

DESCRIPTION	AS OF 7/31/20-21	AS OF 6/30/20-21	DIFFERENCE
GRAND TOTAL EXPENSES	\$ 0.00	\$ 660.00	\$ <193,870.00>
REVENUE TRANSFERS	\$ 0.00	\$ 660.00	\$ <193,870.00>
INTREST	\$ 34.50	\$ 135.65	\$ < 549.35>
BEGINNING BALANCE	\$ 33,567.32	\$ 33,567.32	\$ 685.32
GRAND TOTAL REVENUE	\$ 33,601.82	\$ 34,362.97	\$ <193,744.03>

EQUIPMENT AND MAJOR MAINTENANCE FUND SUMMARY

DESCRIPTION	AS OF 7/31/20-21	AS OF 7/31/21-22	DIFFERENCE
GRAND TOTAL EXPENSES	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL REVENUE	\$ 0.00	\$ 0.00	\$ 0.00
BEGINNING BALANCE	\$ 0.00	\$ 0.00	\$ 0.00
GRAND TOTAL REVENUE	\$ 0.00	\$ 0.00	\$ 0.00

CAPITAL PROJECT POOL FUND SUMMARY

DESCRIPTION	AS OF 7/31/20-21	AS OF 7/31/21-22	DIFFERENCE
GRAND TOTAL EXPENSES	\$ 0.00	\$ 0.00	\$ 0.00
GRAND TOTAL REVENUE	\$ 247,933.85	\$ 0.00	\$ < 247,933.85>

BOND LOAN SERVICE SUMMARY

DESCRIPTION	AS OF 7/31/20-21	AS OF 7/31/21-22	DIFFERENCE
GRAND TOTAL EXPENSES	\$ 0.00	\$ 0.00	\$ 0.00
GRAND TOTAL REVENUE	\$ 315,903.64	\$ 133,293.82	\$ <182,609.82>

Survey Methodology Q&A

Q. Who and how were the people selected to be surveyed?

A. Every registered voter living in Yamhill County had an equal chance of being randomly selected for this survey. A database of registered voters was used to randomly select 15,000 people. Then all 15,000 people were randomized and Nelson Research used a random digit dialing system to ultimately contact all 15K to achieve the 400 sample.

Q. Is 400 people a large enough number?

A. When 400 people are surveyed in a population the size of Yamhill County, the margin of error is +/- 4.9% at the 95% level of confidence. That is the standard confidence interval for most surveys. Applying that to percentage scores, if you asked 400 people whether they strongly/somewhat favor/oppose an issue, and 50% gave a "favor" response, if you repeated the same exact survey (or asked the exact same question the exact same way) 100 times, your responses should come between 45% or 55%, 95 out of 100 times. (Example: Suppose the question is "Do you favor or oppose developing the Yamhelas Westsider Trail?" Suppose 50% of the respondents replied "favor." If you asked that question 100 times to a random group of 400 people, 95% of the time the average score would be between 45% and 55%.)

Q. Were people called with landlines or mobile phone numbers, or both?

A. The database included some (42%) people who had a landline (and some also had a mobile number) and other (58%) people who listed only a mobile phone number. If a person had both types of number, both numbers were called.

Q. Who made the calls and conducted the surveys? What if the caller was biased?

A. Nelson Research, in Salem Oregon, has a phone center with trained staff to conduct unbiased research studies. Part of that training includes a protocol to 1) follow the questionnaire exactly, and 2) to NOT give any feedback to the caller one way or the other regardless of the responses. The role of the caller is to clarify the intent, if necessary, of the person being surveyed.

Q. Were most of the people who completed a survey people who frequently vote in elections?

A. Only 6% of the people surveyed had not voted in any of the last 4 elections. About 36% had voted in 1 or 2 of the last 4 elections. The majority – 58% - had voted in 3 or 4 of the last 4 elections.

Q. Were those who completed a survey representative of the general registered voter population of Yamhill County?

A. Yes. For example, the age segments and gender are very similar when comparing the County's registered voters and the people who completed a survey. Likewise, the percentages as Democrats/Republicans/unaffiliated-independent are similar: Roughly there are a third of each group in both the County's registered voters as well as in the group who completed the survey. The percentages of registered voters in the Newberg-Dundee School District (CPRD service area) and Yamhill-Carlton School District are also very similar to the percentages of those groups in the completed surveys.

Q. How were the questions in the survey questionnaire decided, and was it balanced?

A. This survey uses a question format and methodology that Nelson Research has used for decades when surveying the population about controversial topics. Incorporated in the survey is a series of questions proposing a statement beginning with "If you knew that . . ." to see whether the information, if true, leads the respondent to be more in favor or opposed to the issue. The "If you knew" questions are balanced between positive and negative views about the issue. As a way to check those responses, a similar series of "Agree/disagree" questions mirroring the same positive/negative information is asked later to see if the responses are similar. In this survey, the responses were consistent when comparing both sets of balanced questions.

The Yamhelas Westsider Trail will create a safe and convenient transportation choice for walking, biking or horseback riding between the communities of Carlton, Yamhill, Cove Orchard and Gaston

- Additional hiking, biking and horseback riding trails would provide more recreational opportunities for local residents
 - 71% of local residents surveyed believe Yamhill County needs more outdoor recreational opportunities and trails for local residents to enjoy

The Process to Develop the Trail will Ensure Concerns are Addressed

- Before the actual development of the trail, all concerned parties would be invited to participate in the planning process to find solutions to individual issues and concerns
 - **Another Key Process Feature**

The Trail will Include Features to Keep it Safe and Respect our Farmers

- Park Managers would use fencing, gates, trail closures, signage, and other methods to ensure that farming is not disrupted, or crops contaminated
- Trail is located on public land and does not require the taking of any private land
 - **Message about prevention of homeless encampments**

CPRD Supports the Development of the Yamhelas Westsider Trail

The Yamhelas Westsider Trail is Good for our Local Economy

- Yamhelas Westsider Trail will bring additional dollars into the local economy by attracting visitors who would spend money on food, lodging and shopping
- A recent economic study found that outdoor recreation brought nearly \$69 million dollars in economic spending into Yamhill County in 2019
- 63% of surveyed Yamhill County residents believe the trail is a good investment of public dollars



**CRPD PROJECT
SURVEY RESEARCH REPORT
EXECUTIVE SUMMARY
AUGUST 3, 2021**

The following survey research report provides some valuable information regarding the public's perception of recreational opportunities in Yamhill County and a proposal to develop the Yamhelas Westsider Trail into a multi-use trail. This report should assist proponents in their planning and decision-making process in regard to the proposal.

Below, Nelson Research has highlighted the key results of the survey research report. Throughout this executive summary, Nelson Research identifies "key" demographics for many of the questions. Key demographics are those subgroups that respond at a higher percentage rate than the total sample for any given response. The key demographic groups for any given opinion are not necessarily the only subgroups in the survey who share that opinion. They are, however, the ones that hold that opinion most strongly.

A total of 400 respondents were interviewed between July 15 and July 22, 2021. The margin of error for this survey is +/-4.9% at the 95% level of confidence.

A large percentage of respondents, 61%, were older voters (45+ years old). It is important to note that this age demographic makes up a large majority of frequent voter groups (voters that voted in at least 3 out of the last 4 elections, or voted in all 4 of the last 4 elections). In addition, 59% of respondents were frequent or perfect voters (voters that voted in at least 3 out of the last 4 elections, or voted in all 4 of the last 4 elections).

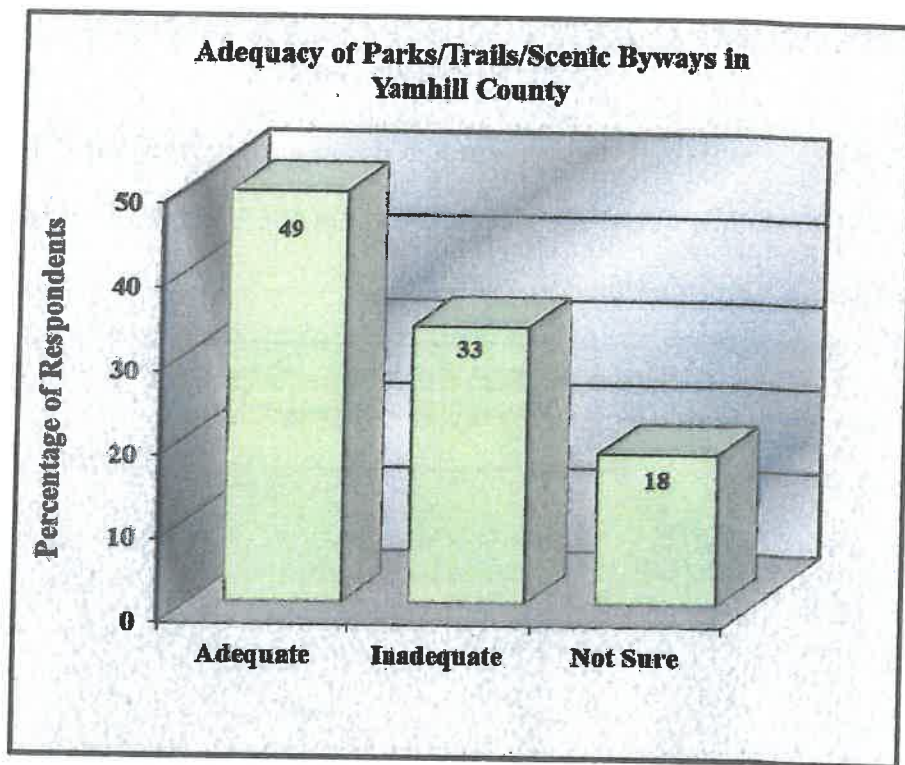
The reader can view the total percentages for each demographic group in the cross-tab report.

Not all open-ended responses are reflected in this summary. All open-ended responses can be found in the full open-ended report.

In addition, not all responses within this report total 100%. This is not due to any error, but because fractions of percentages have been rounded up or down.

ADEQUACY OF RECREATIONAL PARKS/TRAILS/SCENIC BYWAYS IN YAMHILL COUNTY

Slightly less than half of respondents, 49%, believed the number of recreational parks, trails and scenic byways available in Yamhill County for walking, bicycling, or horseback riding were adequate (very adequate-21%, somewhat adequate-28%), while 33% believed the number of recreational areas were inadequate (somewhat inadequate-17%, very inadequate-16%). Another 18% were not sure.



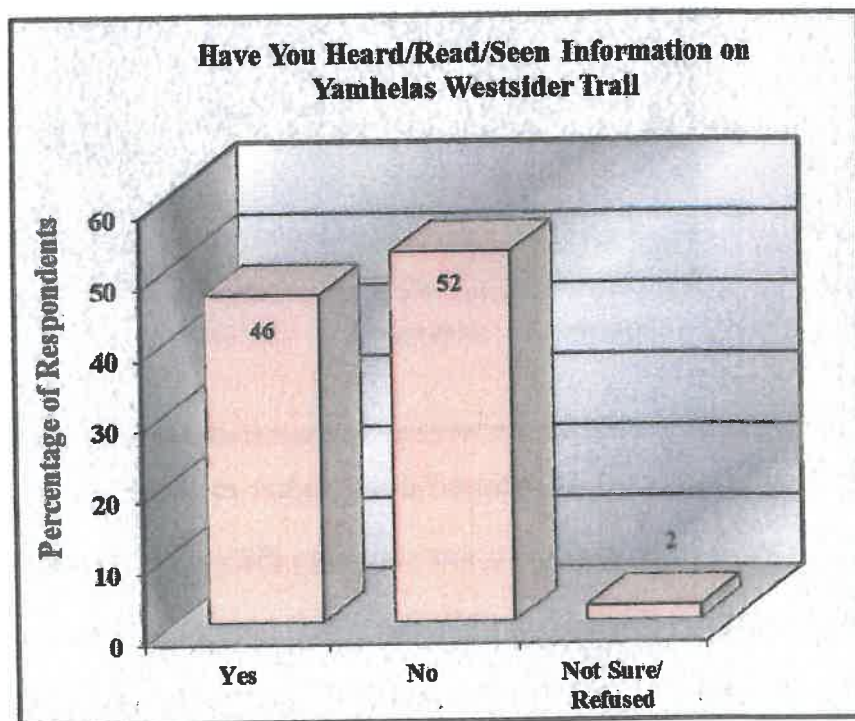
Key demographics that believed the number of recreational parks, trails and scenic byways were adequate were females (52%), 18-34 years old (63%), Independents/Others (52%), Republicans (50%), voters in 1 out of 4 elections (62%), 3 out of 4 and 4 out of 4 elections (50%), and other areas (50%).

Key groups that believed the number of recreational parks, trails and scenic byways were inadequate were males (34%), 35-44 years old (42%), 45-59 and 60+ years old (35%), Democrats (38%), non-voters (52%), voters in 2 out of 4 elections (40%), and Yamhill-Carlton SD (41%).

Key demographics that were not sure were males (21%), 18-34, 45-59 and 60+ years old (20%), Republicans (21%), voters in 3 out of 4 elections (20%), 1 out of 4 and 4 out of 4 elections (19%), and other areas (19%).

KNOWLEDGE ABOUT DEVELOPMENT OF YAMHELAS WESTSIDER TRAIL

Slightly over half of respondents, 52%, said they had **not** heard, read or seen any information about the development of the Yamhelas Westsider Trail, while 46% had. Another 2% were not sure.



Key demographics that had **not** heard, read, or seen information regarding the development of the Yamhelas Westsider Trail were males (53%), 18-34 years old (71%), 45-59 years old (53%), Independents/Others (60%), Republicans (55%), voters in 1 out of 4 elections (68%), 2 out of 4 elections (62%), non-voters (60%), and Newberg/Dundee SD (63%).

Key groups that had heard, read, or seen information regarding the development of the Yamhelas Westsider Trail were females (48%), 35-44 and 60+ years old (54%), Democrats (61%), voters in 4 out of 4 elections (58%), 3 out of 4 elections (48%), and Yamhill-Carlton SD (72%).

Main information heard/read/seen regarding trail were: (46% of all respondents)

		Of Total Universe
From what I've seen/read/heard	20%	9%
Controversy regarding farmland/negative impact on farmers	9%	4%
Trail development has been stopped	8%	3%
Trail is controversial/property rights issues	5%	2%
Farmers oppose the trail	4%	2%
County received grant money to develop trail	4%	2%
County commissioners killed the project/ money has to be paid back	4%	2%

WHO'S AHEAD: DEVELOPING THE YAMHELAS WESTSIDER TRAIL INTO MULTI-USE TRAIL

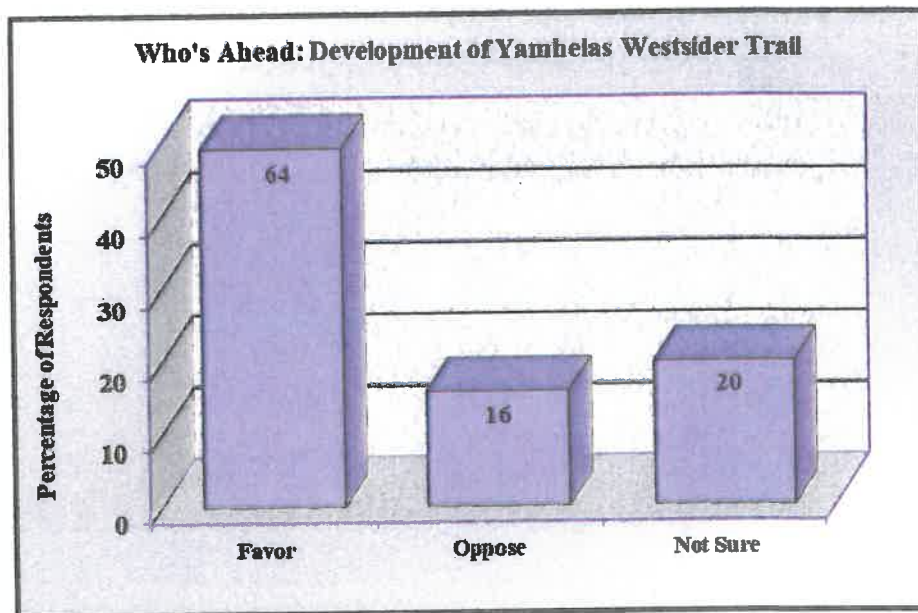
Next, respondents were given the following information and question:

“Yamhill County purchased a 92-acre parcel of railroad line to convert it into a multi-use path for pedestrians, bicyclists and horseback riders. This path, known as the Yamhelas Westsider Trail, has been planned to connect the communities of Carlton, Yamhill, Cove Orchard and Gaston.

Do you personally FAVOR or OPPOSE developing the Yamhelas Westsider Trail into a multi-use trail?

A large percentage of respondents, 64%, favored the development of the Yamhelas Westsider Trail into a multi-use trail (strongly favor-50%, somewhat favor-14%), while 16% opposed the development (somewhat oppose-3%, strongly oppose 13%). A relatively high 20% were not sure.

It is interesting to note that a strong majority of respondents in every demographic group favored developing the Yamhelas Westsider Trail.



Key demographics that favored developing the Yamhelas Westsider Trail were females (66%), 35-44 years old (68%), Democrats (75%), voters in 3 out of 4 elections (68%), 2 out of 4 elections (66%), Newberg/Dundee SD (66%), and other areas (65%).

Primary reasons for strongly favoring the trail were: (50% of all respondents)

		Of Total Universe
We need more space for local outdoor recreational activities	27%	13%
Provides safe outdoor recreation areas for walking/biking	15%	7%
Good use of land/railroad line that benefits everyone	8%	4%

Top reasons for somewhat favoring the trail were: (14% of all respondents)

		Of Total Universe
We need more space for local outdoor recreational activities	15%	2%
A lot of people/children would use it	9%	1%
Good option for unused land	7%	1%
Provides safe outdoor recreation areas for walking/biking	7%	1%

Key demographics that opposed developing the Yamhelas Westsider Trail were males (19%), 60+ years old (20%), 45-59 years old (17%), Republicans (20%), voters in 4 out of 4 elections (21%), non-voters (20%), 1 out of 4 elections (17%), 3 out of 4 elections (13%), and Yamhill-Carlton SD (28%).

Foremost reason for somewhat opposing the trail was: (3% of all respondents)

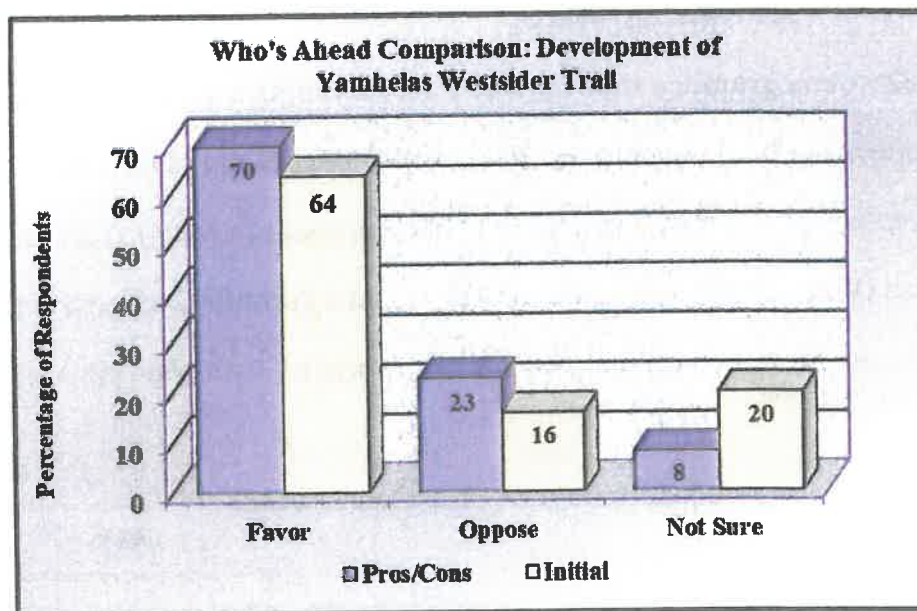
		Of Total Universe
Money could be spent elsewhere/waste of money	33%	1%

Principal reasons for strongly opposing the trail were: (13% of all respondents)

		Of Total Universe
Negative impact on farmers/farming practices	19%	3%
Concerned about homeless camps/litter/safety issues	13%	2%
It's a waste of money/has negative impact	11%	2%

Furthermore, at the end of the survey, after listening to all the pros and cons, there was a slight increase (+6%) in the number of respondents that favored the development of the Yamhelas Westsider Trail. After listening to all the pros and cons, 70% favored the trail (strongly favor-55%, somewhat favor-15%), 23% opposed the trail (somewhat oppose-6%, strongly oppose-17%) and 8% were not sure. A comparison between results is displayed in the chart below.

It is important to note, there was a +5% increase in strongly favor responses after listening to all the pros and cons.



Key demographics increasing to favor were males (+7%), 18-34 years old (+9%), Independents/Others (+8%), non-voters (+8%), and Newberg/Dundee SD (+9%).

“IF YOU KNEW” RESULTS

Next, respondents were asked a series of questions designed to gauge the positive or negative impact of certain pieces of information. This methodology was used to ascertain which arguments produced the greatest net movement from the original “who's ahead” question.

The reader should keep in mind the “if you knew. . .” format. Certain arguments may push people “if they knew,” but the nature of the argument may make it impossible to convince someone that it is factual. In addition, the resources required to do the convincing may be too great when compared to other arguments. This series was cross-checked later in the survey by the agree/disagree series. The results are ranked on the following page in descending positive order.

Question	Favor	Oppose	Not Sure	Net Gain/Loss
Who's Ahead Results: Development of Yamhelas Westsider Trail	64	16	20	
If you knew developing the Yamhelas Westsider Trail would create a safe and convenient transportation choice for walking, biking or horseback riding between the communities of Carlton, Yamhill, Cove Orchard and Gaston would you FAVOR or OPPOSE the proposal?	81	13	8	+17
If you knew that the proposed Yamhelas Westsider Trail was located on public land and did not require the taking of any private land, would you FAVOR or OPPOSE developing the Yamhelas Westsider Trail?	80	15	5	+16
If you knew before the actual development of the trail, all concerned parties would be invited to participate in the planning process to find solutions to their individual issues and concerns, would you FAVOR or OPPOSE the proposal?	80	16	5	+16
If you knew offering additional hiking, biking and horseback riding trails would provide more recreational opportunities for local residents and would improve their health and fitness, would you FAVOR or OPPOSE developing the Yamhelas Westsider Trail?	78	15	7	+14

Question	Favor	Oppose	Not Sure	Net Gain/Loss
Who's Ahead Results: Development of Yamhelas Westsider Trail	64	16	20	
If you knew Park Managers would use fencing, gates, trail closures, signage, and other methods to ensure that farming is not disrupted, or crops contaminated, would you FAVOR or OPPOSE the development of the Yamhelas Westsider Trail?	77	19	5	+13
An economic study found that outdoor recreation brought nearly \$69 million dollars in economic spending into Yamhill County in 2019. If you knew developing the Yamhelas Westsider Trail could bring additional dollars into the local economy by attracting visitors who would spend money on food, lodging and shopping, would you FAVOR or OPPOSE the proposal?	76	17	7	+12
If you knew some local residents are concerned that the culture and values of rural Yamhill County are being encroached upon by the Portland Metro Area, and the proposed trail is just another step in that direction, would you FAVOR or OPPOSE the proposal?	56	33	11	-8

Question	Favor	Oppose	Not Sure	Net Gain/Loss
Who's Ahead Results: Development of Yamhelas Westsider Trail	64	16	20	
If you knew some farmers believe developing the Yamhelas Westsider Trail could negatively impact some current farming practices such as access to fields, and spraying of pesticides in the area, would you FAVOR or OPPOSE the proposal?	51	38	10	-13
If you knew some local farmers are concerned that increased pedestrian traffic near their farms could cause food safety issues due to people and domestic animals trespassing and potentially contaminating their crops, would you FAVOR or OPPOSE the proposal to develop the Yamhelas Westsider Trail?	49	39	13	-15
If you knew some residents are concerned that the Yamhelas Westsider Trail could create a haven for homeless camps in the area that could increase litter, drug-use and cause safety concerns, would you FAVOR or OPPOSE the proposal?	44	46	10	-20

Key observations to this series were as follows (all the demographics in this series are key demographics. Those respondents highlighted in **bold** are those demographics that move consistently with each argument):

- The argument that produced the largest increase in support for developing the Yamhelas Westsider Trail (+17%) was information that developing the Yamhelas Westsider Trail would create a safe and convenient transportation choice for walking, biking or horseback riding between the communities of Carlton, Yamhill, Cove Orchard and Gaston. Key demographics increasing in support were **18-34 years old** (+21%), **Republicans** (+20%), **voters in 2 out of 4 elections** (+22%), **Yamhill-Carlton SD** (+24%), and **Newberg/Dundee SD** (+18%).
- Another argument soliciting strong levels of support for the trail (+16%) was knowledge that the proposed Yamhelas Westsider Trail was located on public land and **did not** require the taking of any private land. Key demographics responding to this information were **males** (+17%), **18-34 years old** (+25%), **Republicans** (+20%), Independents/Others (+18%), **voters in 2 out of 4 elections** (+22%), **1 out of 4 elections** (+19%), **Yamhill-Carlton SD** (+24%), and **Newberg/Dundee SD** (+17%).
- The fact that before the actual development of the trail, all concerned parties would be invited to participate in the planning process to find solutions to their individual issues and concerns moved +16% of respondents to favor the trail. Key demographics responding to this knowledge were **males** (+18%), **18-34 years old** (+22%), **Republicans** (+22%), **voters in 2 out of 4 elections** (+22%), **1 out of 4 elections** (+17%), and **Newberg/Dundee SD** and **Yamhill-Carlton SD** (+18%).
- On the other hand, information that some local residents are concerned that the culture and values of rural Yamhill County are being encroached upon by the Portland Metro Area, and the proposed trail is just another step in that direction decreased support for the Yamhelas Westsider Trail development (-8%). Key groups that decreased in support were **females** (-12%), **35-44** and **45-59 years old** (-12%), **Republicans** (-14%), **voters in 3 out of 4 elections** (-13%), and Yamhill Carlton SD (-11%).
- Knowledge that some farmers believe developing the Yamhelas Westsider Trail could negatively impact some current farming practices such as access to fields, and spraying of pesticides in the area significantly decreased support for the proposal (-13%). Key demographics impacted by this information were **females** (-18%), **35-44 years old** (-16%), **45-59 years old** (-14%), **Republicans** (-16%), voters in 1 out of 4 elections (-22%), **3 out of 4 elections** (-17%), and other areas (-16%).

- Similarly, information that some local farmers are concerned that increased pedestrian traffic near their farms could cause food safety issues due to people and domestic animals trespassing and potentially contaminating their crops substantially decreases support for the development of the trail (-15%). Key demographics responding negatively to this knowledge were **females** (-20%), **18-34** and **35-44 years old** (-20%), **45-59 years old** (-16%), **Republicans** (-22%), **voters in 3 out of 4 elections** (-25%), and **Newberg/Dundee SD** (-17%).
- Decreasing support for the Yamhelas Westsider Trail by the largest margin (-20%) was information that some residents are concerned that the Yamhelas Westsider Trail could create a haven for homeless camps in the area that could increase litter, drug-use and cause safety concerns. Key demographics decreasing in support were **females** (-25%), **18-34 years old** (-23%), **35-44 years old** (-22%), **45-59 years old** (-21%), **Republicans** (-28%), **voters in 3 out of 4 elections** (-30%), **2 out of 4 elections** (-23%), **1 out of 4 elections** (-22%), and **other areas** (-23%).

TRUST SERIES

Next, respondents were read a list of people or organizations that may favor or oppose the development of the Yamhelas Westsider Trail and were asked to rate each one on a scale of one to four, with “1” representing no trust at all and “4” representing a lot of trust. The ones and twos have been collapsed into a low trust rating and the threes and fours into a high trust rating. Below, the projects are listed in descending order of trust.

Person/Organization	High Trust	Low Trust	Not Sure
Oregon Parks and Recreation Department?	69	22	10
<i>Highest trust for males (68%), females (70%), 35-44 (76%), 45-59 (68%), 60+ (64%) Democrats (83%), Independent/Others (72%), 2 of 4 elections (73%), 3 of 4 elections (70%), 4 of 4 elections (66%) Newberg/Dundee SD (73%), Yamhill-Carlton SD (69%), other areas (66%).</i>			

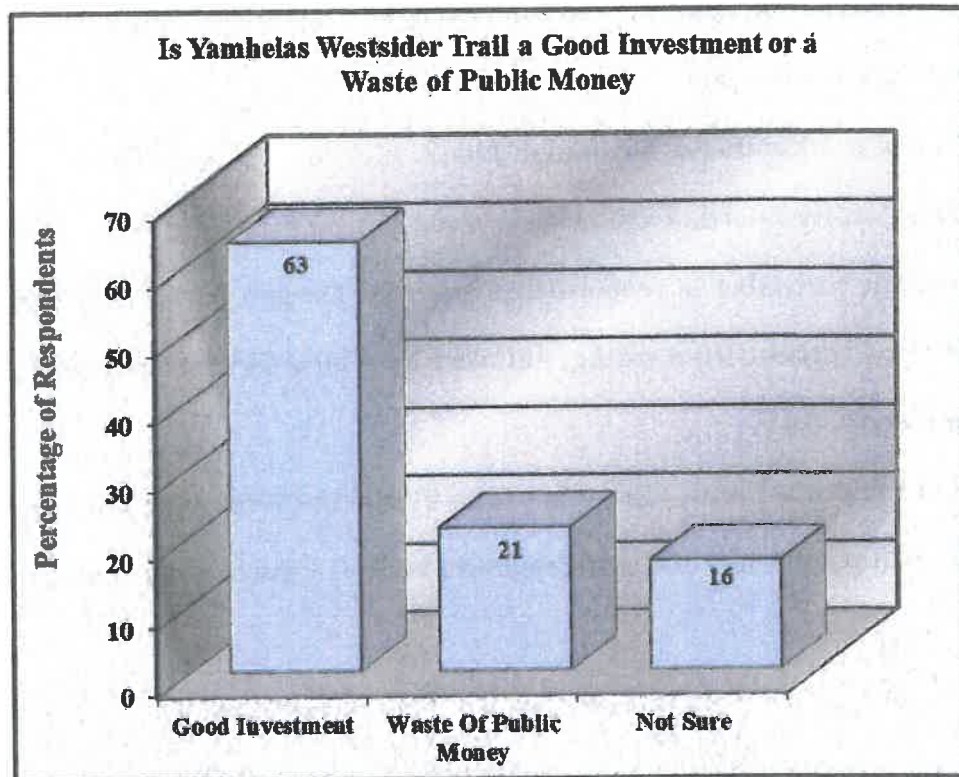
Project	High Trust	Low Trust	Not Sure
A local farmer with property near the proposed Trail?	64	27	9
<i>Highest trust for 18-34 (73%), Republicans (76%), and 1 of 4 elections (77%).</i>			
The Chehalem Park and Recreation District?	57	24	20
Oregon Trails Coalition?	48	25	28
Friends of the Yamhelas Westsider Trail?	46	34	20
Yamhill County Board of Commissioners?	37	48	17

A large number of respondents gave the Oregon Parks and Recreation District the highest trust rating, followed by a local farmer with property near the proposed Trail.

On the other hand, Friends of the Yamhelas Westsider Trail and the Yamhill County Board of Commissioners received much lower trust ratings.

IS YAMHELAS WESTSIDER TRAIL A GOOD INVESTMENT OR WASTE OF PUBLIC MONEY

A large percentage of respondents, 63%, believed the development of the Yamhelas Westsider Trail was a good investment of public dollars, while 21% believed it was a waste of public money and the county should abandon the project. Sixteen percent were not sure.



Key demographics that believed the Yamhelas Westsider Trail was a good investment of public dollars were females (64%), 18-34 years old (68%), 35-44 years old (66%), Democrats (74%), Independents/Others (68%), non-voters (72%), voters in 3 out of 4 elections (65%), and Newberg/Dundee SD (67%).

Key groups that believed the Yamhelas Westsider Trail was a waste of public money and the county should abandon the project were males (23%), 45-59 years old (23%), 60+ years old (22%), Republicans (28%), Independents/Others (22%), voters in 4 out of 4 elections (25%), non-voters (24%), and Yamhill-Carlton SD (30%).

QUESTION COMPARISONS/AGREE/DISAGREE

In this series, respondents were presented with a number of potentially prejudicial statements regarding the proposed Yamhelas Westsider Trail. This format was designed to serve as a cross-check on various closed-ended questions as well as to pick up variations on prejudices not readily apparent in those types of questions. This is an important series of questions, especially when cross-checked with the “if you knew” questions.

The results are displayed in two different tables. In the first table, the key push arguments have been isolated and set against their corresponding priority and/or agree/disagree questions. The second table simply displays all of the agree/disagree statements in descending order of agreement.

IF YOU KNEW: CONCERNED PARTIES INVITED TO PARTICIPATE IN PLANNING TO ADDRESS CONCERNS

If you knew before the actual development of the trail, all concerned parties would be invited to participate in the planning process to find solutions to their individual issues and concerns, would you FAVOR or OPPOSE the proposal?

Favor 80	Oppose 16	Not Sure 5
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17

AGREE/DISAGREE

I would favor the Yamhelas Westsider Trail as long as local farmers' concerns are addressed and it doesn't negatively impact their current farming practices.

Agree
78

Disagree
14

Not Sure
8

IF YOU KNEW: TRAIL PROVIDES SAFE WALKING/BIKING/ HORSEBACK RIDING BETWEEN COMMUNITIES

If you knew developing the Yamhelas Westsider Trail would create a safe and convenient transportation choice for walking, biking or horseback riding between the communities of Carlton, Yamhill, Cove Orchard and Gaston would you FAVOR or OPPOSE the proposal?

Favor
81

Oppose
13

Not Sure
8

AGREE/DISAGREE

The Yamhelas Westsider Trail is a great example of how our local community is working to create safe outdoor walking, bicycling and horseback riding trails that will connect some of our rural communities.

Agree
73

Disagree
17

Not Sure
10

IF YOU KNEW: TRAIL WILL PROVIDE MORE OUTDOOR RECREATIONAL OPPORTUNITIES

If you knew offering additional hiking, biking and horseback riding trails would provide more recreational opportunities for local residents and would improve their health and fitness, would you FAVOR or OPPOSE developing the Yamhelas Westsider Trail?

Favor 78

Oppose 15

Not Sure 7

AGREE/DISAGREE

Yamhill County needs more outdoor recreational opportunities and trails for local residents to enjoy, like the Yamhelas Westsider Trail.

Agree 71

Disagree 20

Not Sure 9

IF YOU KNEW: TRAIL WILL IMPROVE ECONOMY BY ATTRACTING VISITORS TO THE AREA

An economic study found that outdoor recreation brought nearly \$69 million dollars in economic spending into Yamhill County in 2019. If you knew developing the Yamhelas Westsider Trail could bring additional dollars into the local economy by attracting visitors who would spend money on food, lodging and shopping, would you FAVOR or OPPOSE the proposal?

Favor 76

Oppose 17

Not Sure 7

AGREE/DISAGREE

An economic study found that outdoor recreation brought nearly \$69 million dollars in economic spending into Yamhill County in 2019. The Yamhelas Westsider Trail could bring additional dollars into the local economy by attracting visitors who spend money on food, lodging and shopping.

Agree 73

Disagree 18

Not Sure 10

IF YOU KNEW: PORTLAND METRO IS ENCROACHING ON RURAL CULTURE/VALUES

If you knew some local residents are concerned that the culture and values of rural Yamhill County are being encroached upon by the Portland Metro Area, and the proposed trail is just another step in that direction, would you FAVOR or OPPOSE the proposal?

Favor
56

Oppose
33

Not Sure
11

AGREE/DISAGREE

The Portland Metro area is invading our rural areas and changing our culture and values and the development of this trail is just another step in this process.

Agree
33

Disagree
57

Not Sure
10

IF YOU KNEW: TRAIL COULD NEGATIVELY IMPACT FARMERS

If you knew some farmers believe developing the Yamhelas Westsider Trail could negatively impact some current farming practices such as access to fields, and spraying of pesticides in the area, would you FAVOR or OPPOSE the proposal?

Favor
51

Oppose
38

Not Sure
10

If you knew some local farmers are concerned that increased pedestrian traffic near their farms could cause food safety issues due to people and domestic animals trespassing and potentially contaminating their crops, would you FAVOR or OPPOSE the proposal to develop the Yamhelas Westsider Trail?

Favor
49

Oppose
39

Not Sure
13

If you knew Park Managers would use fencing, gates, trail closures, signage, and other methods to ensure that farming is not disrupted, or crops contaminated, would you FAVOR or OPPOSE the development of the Yamhelas Westsider Trail?

Favor 77	Oppose 19	Not Sure 5
---------------------------	----------------------------	-----------------------------

AGREE/DISAGREE

The proposed trail will hurt our local farmers by encroaching on their farms and their property rights.

Agree 34	Disagree 51	Not Sure 15
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I would favor the Yamhelas Westsider Trail as long as local farmers' concerns are addressed and it doesn't negatively impact their current farming practices.

Agree 78	Disagree 14	Not Sure 8
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AGREE/DISAGREE STATEMENTS IN DESCENDING ORDER OF AGREEMENT

Statement	Agree	Disagree	Not Sure
I would favor the Yamhelas Westsider Trail as long as local farmers' concerns are addressed and it doesn't negatively impact their current farming practices.	78	14	8
An economic study found that outdoor recreation brought nearly \$69 million dollars in economic spending into Yamhill County in 2019. The Yamhelas Westsider Trail could bring additional dollars into the local economy by attracting visitors who spend money on food, lodging and shopping.	73	18	10

Statement	Agree	Disagree	Not Sure
The Yamhelas Westsider Trail is a great example of how our local community is working to create safe outdoor walking, bicycling and horseback riding trails that will connect some of our rural communities.	73	17	10
Yamhill County needs more outdoor recreational opportunities and trails for local residents to enjoy, like the Yamhelas Westsider Trail.	71	20	9
The proposed trail will hurt our local farmers by encroaching on their farms and their property rights.	34	51	15
The Portland Metro area is invading our rural areas and changing our culture and values and the development of this trail is just another step in this process.	33	57	10

CONCLUSIONS

1. Slightly less than half of respondents believe the number of recreational parks, trails and scenic byways available in Yamhill County are adequate.
2. Slightly over half of respondents have **not** heard, read, or seen any information regarding the development of the Yamhelas Westsider Trail.
3. "From what I've seen/read/heard" tops the list of things heard about the development of the trail, followed by "controversy regarding farmland/negative impact on farmers," "trail development has been stopped" and "trail is controversial/property rights issues." It is interesting to note that many of the top things heard about the development of the trail are negative. This demonstrates a need for a positive communications campaign that outlines the benefits the trail will bring to the community.
4. A large percentage of respondents favor developing the Yamhelas Westsider Trail into a multi-use trail. It is important to note that a strong majority of respondents in every demographic group favor the development of the trail.
5. Primary reasons for favoring the development of the trail are "we need more space for local outdoor recreational activities," "provides safe outdoor recreation areas for walking/biking" and "good use of land/railroad line that benefits everyone."
6. Main reasons for opposing the Yamhelas Westsider Trail are "negative impact on farmers/farming practices," "waste of money" and "concerned about homeless camps/litter/safety issues."
7. In addition, after listening to all the pros and cons, there was a slight increase in the number of respondents that favor developing the Yamhelas Westsider Trail, with the majority of movement going to the strongly favor category.

8. The argument that produces the largest increase in support for developing the Yamhelas Westsider Trail is information that developing the Yamhelas Westsider Trail would create a safe and convenient transportation choice for walking, biking or horseback riding between the communities of Carlton, Yamhill, Cove Orchard and Gaston. Safe walking/biking areas for recreation between communities is a **primary** issue for respondents. This message generates very strong majority support in every demographic group. This is the top positive message for females, 35-44 and 45-59 years old and voters in 3 out of 4 elections.
9. Another argument soliciting strong levels of support for the trail is knowledge that the proposed Yamhelas Westsider Trail was located on public land and **did not** require the taking of any private land. This is a **primary** issue for respondents and generated strong support across all demographic groups. This was the top message for 18-34 years old, Independents/Others and voters in 1 out of 4 elections.
10. The fact that before the actual development of the trail, all concerned parties would be invited to participate in the planning process to find solutions to their individual issues and concerns moves a large portion of respondents to favor the trail. Addressing the concerns of property owners, especially as it relates to farmers and farmland is a **primary** issue for respondents.
11. While information that some local residents are concerned that the culture and values of rural Yamhill County are being encroached upon by the Portland Metro Area, and the proposed trail is just another step in that direction decreases support for the Yamhelas Westsider Trail development, there is still a majority of support for the proposal.
12. Knowledge that some farmers believe developing the Yamhelas Westsider Trail could negatively impact some current farming practices such as access to fields, and spraying of pesticides in the area significantly decreases support for the proposal. The counter argument that park managers and the planning group will work directly with farmers to address these issues should help ease concerns.
13. Similarly, information that some local farmers are concerned that increased pedestrian traffic near their farms could cause food safety issues due to people and domestic animals trespassing and potentially contaminating their crops substantially decreases support for the development of the trail. Again, counter arguments that park managers and the planning group will work directly with farmers to address these issues and messages about using fencing, closures and signage should ease these concerns.

14. Decreasing support for the Yamhelas Westsider Trail by the largest margin is information that some residents are concerned that the Yamhelas Westsider Trail could create a haven for homeless camps in the area that could increase litter, drug-use and cause safety concerns. This is a significant concern for the community and will need to be addressed.
15. A large number of respondents give the Oregon Parks and Recreation District the highest trust rating, followed by a local farmer with property near the proposed Trail. On the other hand, Friends of the Yamhelas Westsider Trail and the Yamhill County Board of Commissioners receive much lower trust ratings.
16. A large percentage of respondents believe the Yamhelas Westsider Trail is a good investment of public dollars.

FINAL OBSERVATIONS

Clearly, there is strong support for the Yamhelas Westsider Trail as evidenced by strong support throughout the survey in both closed-ended and open-ended responses. Support increases even further when presented with information that the trail would create a safe and convenient transportation choice for walking, biking or horseback riding between communities and would **not** require the taking of any private land. In addition, knowing all concerned parties would be invited to participate in the planning process **before** the development of the trail also solicits very strong levels of support.

While respondents express significant concern about the trail's impact on farmers and farmland, it appears that counter arguments related to using fencing, gates, trail closures, signage, and other methods to ensure that farming is not disrupted substantially eases these worries. On the other hand, some respondents express significant anxiety about homeless camps, litter and safety issues on the trail. It will be **very** important for proponents of the trail to address these concerns and reassure residents that the proposed trail will be safe, free of homeless camps and provide a great benefit to the community.

If proponents for the trail can mount a **strong positive** education and communications campaign about the benefits of the proposed trail and how it will positively impact the community, it they should be able to solicit the level of support needed to be successful. It will be **very** important for proponents to weave their messages into a clear and concise strategy to counter those opposed to the development of the trail.

Hello, my name is _____. I'm with Nelson Research and we are conducting a brief survey regarding the future of trails and recreation services in the local community and would like to include your household's opinion. Your responses will be completely confidential and your individual answers will not be shared. May I please take a few minutes of your time?

First of all, are you registered to vote in the state of Oregon? (INTERVIEWER: IF NO, POLITELY TERMINATE)

1. Please tell me whether you believe the number of recreational parks, trails and scenic byways available in Yamhill County for walking, bicycling or horseback riding are VERY ADEQUATE, SOMEWHAT ADEQUATE, SOMEWHAT INADEQUATE or VERY INADEQUATE?

1. Very Adequate	20.8
2. Somewhat Adequate	28.0
(Total Adequate)	(48.8)
3. Somewhat Inadequate	17.3
4. Very Inadequate	15.8
(Total Inadequate)	(33.1)
5. Not Sure/Refused	18.3

2. Have you heard, read or seen any information regarding the development of the Yamhelas Westsider Trail?

1. Yes (GO TO "A")	46.3
2. No (SKIP TO INTRO TO #3)	51.5
3. Not Sure/Refused (SKIP TO INTRO TO #3)	2.3

- A. Please tell me what you have heard, read or seen regarding the development of the Yamhelas Westsider Trail. (PROBE)

Yamhill County purchased a 92-acre parcel of railroad line to convert it into a multi-use path for pedestrians, bicyclists and horseback riders. This path, known as the Yamhelas Westsider Trail, has been planned to connect the communities of Carlton, Yamhill, Cove Orchard and Gaston.

3. Do you personally FAVOR or OPPOSE developing the Yamhelas Westsider Trail into a multi-use trail? (**STRONGLY/SOMEWHAT FAVOR/OPPOSE**)

1. Strongly Favor (GO TO "B")		49.8
2. Somewhat Favor (GO TO "B")		14.3
(Total Favor)	(64.1)	
3. Somewhat Oppose (GO TO "B")		3.3
4. Strongly Oppose (GO TO "B")		12.8
(Total Oppose)	(16.1)	
5. Not Sure/Refused (SKIP TO #4)		20.0

- B. Why do you (FAVOR) (OPPOSE) developing the Yamhelas Westsider Trail into a multi-use path? (**PROBE**)

Now I am going to ask you a variety of questions concerning the development of the Yamhelas Westsider Trail. For each one, I will give you some information and ask whether, with that information, you would FAVOR or OPPOSE the proposal.

4. If you knew developing the Yamhelas Westsider Trail would create a safe and convenient transportation choice for walking, biking or horseback riding between the communities of Carlton, Yamhill, Cove Orchard and Gaston would you FAVOR or OPPOSE the proposal? (**STRONGLY/SOMEWHAT FAVOR/OPPOSE**)

1. Strongly Favor		60.5
2. Somewhat Favor		19.5
(Total Favor)	(80.0)	
3. Somewhat Oppose		2.8
4. Strongly Oppose		9.8
(Total Oppose)	(12.6)	
5. Not Sure/Refused		7.5

5. If you knew some local farmers are concerned that increased pedestrian traffic near their farms could cause food safety issues due to people and domestic animals trespassing and potentially contaminating their crops, would you FAVOR or OPPOSE the proposal to develop the Yamhelas Westsider Trail? (STRONGLY/SOMEWHAT FAVOR/OPPOSE)

1. Strongly Favor		31.5
2. Somewhat Favor		17.3
(Total Favor)	(48.8)	
3. Somewhat Oppose		16.0
4. Strongly Oppose		22.8
(Total Oppose)	(38.8)	
5. Not Sure/Refused		12.5

6. If you knew Park Managers would use fencing, gates, trail closures, signage, and other methods to ensure that farming is not disrupted, or crops contaminated, would you FAVOR or OPPOSE the development of the Yamhelas Westsider Trail? (STRONGLY/SOMEWHAT FAVOR/OPPOSE)

1. Strongly Favor		58.8
2. Somewhat Favor		17.8
(Total Favor)	(76.6)	
3. Somewhat Oppose		6.3
4. Strongly Oppose		12.5
(Total Oppose)	(18.8)	
5. Not Sure/Refused		4.8

7. If you knew before the actual development of the trail, all concerned parties would be invited to participate in the planning process to find solutions to their individual issues and concerns, would you FAVOR or OPPOSE the proposal? (STRONGLY/SOMEWHAT FAVOR/OPPOSE)

1. Strongly Favor		63.3
2. Somewhat Favor		16.5
(Total Favor)	(79.8)	
3. Somewhat Oppose		4.5
4. Strongly Oppose		10.8
(Total Oppose)	(15.3)	
5. Not Sure/Refused		5.0

8. An economic study found that outdoor recreation brought nearly \$69 million dollars in economic spending into Yamhill County in 2019. If you knew developing the Yamhelas Westsider Trail could bring additional dollars into the local economy by attracting visitors who would spend money on food, lodging and shopping, would you FAVOR or OPPOSE the proposal? (STRONGLY/SOMEWHAT FAVOR/OPPOSE)

1. Strongly Favor	60.3
2. Somewhat Favor	16.3
(Total Favor)	(76.6)
3. Somewhat Oppose	4.8
4. Strongly Oppose	12.3
(Total Oppose)	(17.1)
5. Not Sure/Refused	6.5

9. If you knew some residents are concerned that the Yamhelas Westsider Trail could create a haven for homeless camps in the area that could increase litter, drug-use and cause safety concerns, would you FAVOR or OPPOSE the proposal? (STRONGLY/SOMEWHAT FAVOR/OPPOSE)

1. Strongly Favor	32.5
2. Somewhat Favor	11.3
(Total Favor)	(43.8)
3. Somewhat Oppose	14.3
4. Strongly Oppose	31.8
(Total Oppose)	(46.1)
5. Not Sure/Refused	10.3

10. If you knew that the proposed Yamhelas Westsider Trail was located on public land and did not require the taking of any private land, would you FAVOR or OPPOSE developing the Yamhelas Westsider Trail?, (STRONGLY/SOMEWHAT FAVOR/OPPOSE)

1. Strongly Favor	63.0
2. Somewhat Favor	17.0
(Total Favor)	(80.0)
3. Somewhat Oppose	3.8
4. Strongly Oppose	11.0
(Total Oppose)	(14.8)
5. Not Sure/Refused	5.3

11. If you knew some local residents are concerned that the culture and values of rural Yamhill County are being encroached upon by the Portland Metro Area, and the proposed trail is just another step in that direction, would you FAVOR or OPPOSE the proposal? (STRONGLY/SOMEWHAT FAVOR/OPPOSE)

1. Strongly Favor		41.3
2. Somewhat Favor		15.0
(Total Favor)	(56.3)	
3. Somewhat Oppose		11.3
4. Strongly Oppose		21.8
(Total Oppose)	(33.1)	
5. Not Sure/Refused		10.8

12. If you knew offering additional hiking, biking and horseback riding trails would provide more recreational opportunities for local residents and would improve their health and fitness, would you FAVOR or OPPOSE developing the Yamhelas Westsider Trail? (STRONGLY/SOMEWHAT FAVOR/OPPOSE)

1. Strongly Favor		62.8
2. Somewhat Favor		15.3
(Total Favor)	(78.1)	
3. Somewhat Oppose		3.3
4. Strongly Oppose		12.0
(Total Oppose)	(15.3)	
5. Not Sure/Refused		6.8

13. If you knew some farmers believe developing the Yamhelas Westsider Trail could negatively impact some current farming practices such as access to fields, and spraying of pesticides in the area, would you FAVOR or OPPOSE the proposal? (STRONGLY/SOMEWHAT FAVOR/OPPOSE)

1. Strongly Favor		35.3
2. Somewhat Favor		16.3
(Total Favor)	(51.6)	
3. Somewhat Oppose		14.0
4. Strongly Oppose		24.3
(Total Oppose)	(28.3)	
5. Not Sure/Refused		10.3

I will now read you a list of people or organizations that may favor or oppose the development of the Yamhelas Westsider Trail. On a scale of one to four, with "1" representing NO TRUST AT ALL and "4" representing A LOT OF TRUST, please tell me how you would rate each organization if they were to speak out about the proposed trail. **(ROTATE)**

14. Oregon Parks and Recreation Department?

1. 1-No Trust At All	8.5
2. 2	12.5
3. 3	26.8
4. 4- A lot of Trust	42.3
5. Not Sure/Refused	10.0

15. A local farmer with property near the proposed Trail?

1. 1-No Trust At All	8.3
2. 2	19.3
3. 3	26.5
4. 4- A lot of Trust	37.3
5. Not Sure/Refused	8.8

16. The Chehalem Park and Recreation District?

1. 1-No Trust At All	7.3
2. 2	16.5
3. 3	26.0
4. 4- A lot of Trust	30.5
5. Not Sure/Refused	19.8

17. Yamhill County Board of Commissioners?

1. 1-No Trust At All	23.5
2. 2	23.8
3. 3	22.8
4. 4- A lot of Trust	13.5
5. Not Sure/Refused	16.5

18. Friends of the Yamhelas Westsider Trail?

1. 1-No Trust At All	16.8
2. 2	17.3
3. 3	19.8
4. 4- A lot of Trust	26.0
5. Not Sure/Refused	20.3

19. Oregon Trails Coalition?

1. 1-No Trust At All	11.0
2. 2	13.5
3. 3	19.8
4. 4- A lot of Trust	28.3
5. Not Sure/Refused	27.5

20. Do you believe the development of the Yamhelas Westsider Trail is a GOOD INVESTMENT of public dollars, or do you believe it is a WASTE OF PUBLIC MONEY and the county should abandon the project?

1. Good Investment	63.3
2. Waste of Public Money	21.3
3. Not Sure/Refused	15.5

Now I am going to read you a few of statements some people have made concerning the development of the Yamhelas Westside Trail. For each statement, please tell me if you AGREE, or DISAGREE with the statement.

21. The Portland Metro area is invading our rural areas and changing our culture and values and the development of this trail is just another step in this process.

1. Agree	32.8
2. Disagree	57.3
3. Not Sure/Refused	10.0

22. An economic study found that outdoor recreation brought nearly \$69 million dollars in economic spending into Yamhill County in 2019. The Yamhelas Westsider Trail could bring additional dollars into the local economy by attracting visitors who spend money on food, lodging and shopping.

1. Agree	72.8
2. Disagree	17.5
3. Not Sure/Refused	9.8

23. The proposed trail will hurt our local farmers by encroaching on their farms and their property rights,
- | | |
|---------------------|------|
| 1. Agree | 33.8 |
| 2. Disagree | 51.3 |
| 3. Not Sure/Refused | 15.0 |
24. The Yamhelas Westsider Trail is a great example of how our local community is working to create safe outdoor walking, bicycling and horseback riding trails that will connect some of our rural communities.
- | | |
|---------------------|------|
| 1. Agree | 72.8 |
| 2. Disagree | 17.3 |
| 3. Not Sure/Refused | 10.0 |
25. I would favor the Yamhelas Westsider Trail as long as local farmers' concerns are addressed and it doesn't negatively impact their current farming practices.
- | | |
|---------------------|------|
| 1. Agree | 78.0 |
| 2. Disagree | 14.3 |
| 3. Not Sure/Refused | 7.8 |
26. Yamhill County needs more outdoor recreational opportunities and trails for local residents to enjoy, like the Yamhelas Westsider Trail.
- | | |
|---------------------|------|
| 1. Agree | 71.3 |
| 2. Disagree | 20.0 |
| 3. Not Sure/Refused | 8.8 |
27. After listening to all the pros and cons, do you FAVOR or OPPOSE developing the Yamhelas Westsider Trail into a multi-use trail? (STRONGLY/SOMEWHAT FAVOR/OPPOSE)
- | | |
|-----------------------|---------------|
| 1. Strongly Favor | 54.5 |
| 2. Somewhat Favor | 14.8 |
| (Total Favor) | (69.3) |
| 3. Somewhat Oppose | 6.0 |
| 4. Strongly Oppose | 16.5 |
| (Total Oppose) | (22.5) |
| 5. Not Sure/Refused | 8.3 |

DEMOGRAPHICS:

28. GENDER:

1. Male
2. Female

29. AGE: Are you between the ages of...?

1. 18-34
2. 35-44
3. 45-59
4. 60+
5. Refused

30. POLITICAL PARTY: (INTERVIEWER, PLEASE TAKE FROM PHONE LIST)

1. Democrat
2. Republican
3. Independent/Other

31. VOTER HISTORY: (INTERVIEWER, PLEASE TAKE FROM PHONE LIST)

1. 1 Out Of 4 Elections
2. 2 Out Of 4 Elections
3. 3 Out Of 4 Elections
4. 4 Out Of 4 Elections
5. No Elections

32. GEOGRAPHIC AREA: (INTERVIEWER, PLEASE TAKE FROM PHONE LIST)

1. CRPD - Newberg/Dundee SD (29J) (PRECINCTS: 001, 002, 003, 004, 007, 009, 010, 323, 328, 425, 430, 431)
2. Yamhill-Carlton SD (PRECINCTS: 013, 020, 021)
3. Other (ALL PRECINCTS NOT LISTED ABOVE)

We asked our respondents:

2.A. (YES ONLY FROM #2) “Please tell me what you have heard, read or seen regarding the development of the Yamhelas Westsider Trail.”

Yes

TOTAL RESPONSE: 172
NO RESPONSE: 10

	<u>Number of Respondents</u>	<u>Percent of Yes Respondents</u>	<u>Percent of all Respondents</u>
FROM WHAT I'VE SEEN/READ/HEARD	34	20	9
CONTROVERSY REGARDING FARMLAND/ NEGATIVE IMPACT ON FARMERS	15	9	4
TRAIL DEVELOPMENT HAS BEEN STOPPED	13	8	3
TRAIL IS CONTROVERSIAL/PROPERTY RIGHTS ISSUES	8	5	2
FARMERS OPPOSE THE TRAIL	7	4	2
COUNTY RECEIVED GRANT MONEY TO DEVELOP TRAIL	7	4	2
COUNTY COMMISSIONERS KILLED THE PROJECT/MONEY HAS TO BE PAID BACK	7	4	2
PEOPLE ARE SPLIT BETWEEN FAVORING AND OPPOSING THE TRAIL	5	3	1
TRAIL GOES THROUGH FARMLAND	5	3	1

	<u>Number of Respondents</u>	<u>Percent of Yes Respondents</u>	<u>Percent of all Respondents</u>
OLD RAILROAD WAS PURCHASED BY THE COUNTY TO DEVELOP TRAIL	5	3	1
A LOT OF CONTROVERSY AND WASTED MONEY	4	2	1
TRAIL WILL CONNECT COMMUNITIES	4	2	1
IT TAKES LAND FROM PROPERTY OWNERS/FARMERS	3	2	1
TAKES AN OLD RAILROAD AND TURNS IT INTO A MULTI-USE TRAIL	3	2	1
COMMISSIONERS HAVE WASTED A LOT OF MONEY	2	1	1
CREATES A LONG BIKING/WALKING TRAIL	2	1	1
I DON'T KNOW MUCH ABOUT IT	2	1	1
TRAIL DEVELOPMENT HAS BEEN STOPPED	2	1	1
NOTHING SPECIFIC	2	1	1
PROPERTY OWNERS NEAR THE TRAIL OPPOSE IT	2	1	1
TRAIL WILL BE VOTED ON BY THE COMMUNITY	2	1	1
BYPASS FROM PROVIDENCE HOSPITAL TO DUNDEE	1	1	less than 1%
COMMISSIONERS ACTED BEFORE GETTING LOCAL COMMUNITY FEEDBACK	1	1	less than 1%

	<u>Number of Respondents</u>	<u>Percent of Yes Respondents</u>	<u>Percent of all Respondents</u>
COMMISSIONERS ARE CORRUPT REGARDING THE TRAIL	1	1	less than 1%
COMMISSIONERS FAVOR/FARMERS OPPOSE IT	1	1	less than 1%
COMMISSIONERS OPPOSE DUE TO LOCATION	1	1	less than 1%
ISSUES W/MONEY BEING PUT INTO THE PROJECT	1	1	less than 1%
CONCERN ABOUT HOMELESS CAMPS	1	1	less than 1%
CONTROVERSY REGARDING FARMLAND AND HOMELESS CAMPS	1	1	less than 1%
COOPERATIVE PARTNERSHIP TO CREATE TRAIL THAT LINKS COMMUNITIES/ADDRESSES TRANSPORTATION NEEDS	1	1	less than 1%
COUNTY COMMISSIONERS ARE STUPID	1	1	less than 1%
COUNTY COMMISSIONERS WON'T SPEND GOVERNMENT MONEY GIVEN TO DEVELOP TRAIL	1	1	less than 1%
ONE SMALL GROUP IS DICTATING WHAT THE VAST MAJORITY WANT	1	1	less than 1%
EXTENDS THE BIKE PATH TO MCMINNVILLE	1	1	less than 1%
FARMERS DON'T WANT PEOPLE ON THEIR PROPERTY	1	1	less than 1%
FARMERS OPPOSE IT, BUT WE NEED TO STAND UP FOR THE GREATER GOOD	1	1	less than 1%
FARMERS OPPOSE IT/WINERIES WANT IT	1	1	less than 1%

	<u>Number of Respondents</u>	<u>Percent of Yes Respondents</u>	<u>Percent of all Respondents</u>
COMMUNITY IS HELD HOSTAGE BY SELF-INTERESTED PEOPLE	1	1	less than 1%
I AM FRIEND OF YAMHELAS TRAILS	1	1	less than 1%
I'M A FARMER W/PROPERTY ALONG PROPOSED TRAIL	1	1	less than 1%
MY PROPERTY BORDERS THE PROPOSED TRAIL	1	1	less than 1%
IT INCLUDES HOUSING	1	1	less than 1%
IT WILL ATTRACT MORE TOURISM TO THE AREA	1	1	less than 1%
IT WILL BRING IN MONEY, BUT POSSIBLE LITTER PROBLEM NEEDS TO BE ADDRESSED	1	1	less than 1%
IT WILL TAKE PROPERTY FROM HOMEOWNERS/INCREASES TAXES	1	1	less than 1%
IT'S A GREAT OPPORTUNITY, BUT POOR LOCATION	1	1	less than 1%
LOCATION OF THE TRAIL	1	1	less than 1%
MY DAUGHTERS LIKE THE IDEA AND WANT THE TRAIL	1	1	less than 1%
THE NEGATIVE IMPACT ISN'T WORTH IT	1	1	less than 1%
A LOT OF PEOPLE ARE WORKING HARD TO MAKE TRAIL HAPPEN	1	1	less than 1%
TRAIL IS CONTROVERSIAL/VERNONIA TRAIL IS A SUCCESS.	1	1	less than 1%
TRAIL WILL BE EXPANDED AND IMPROVED	1	1	less than 1%

	<u>Number of Respondents</u>	<u>Percent of Yes Respondents</u>	<u>Percent of all Respondents</u>
TRAIL WILL BE IN HEAVILY POPULATED AREA	1	1	less than 1%
TRAIL WILL CONNECT W/ MCMINNVILLE, BUT FARMERS OPPOSE IT	1	1	less than 1%
TRAIL WILL GO ALONG OLD RAILROAD TRACKS/LOCALS WORRY ABOUT MAINTENANCE/HOMELESS CAMPS	1	1	less than 1%
TRAIL WON'T RUN ALONG THE ROADWAY SO PEOPLE WON'T USE IT	1	1	less than 1%
TRYING TO DEVELOP TRAIL, BUT A LOT OF ISSUES	1	1	less than 1%
WANT TO DEVELOP BIKE TRAIL FROM YAMHILL COUNTY TO PORTLAND	1	1	less than 1%
NOT SURE	1	1	less than 1%

We asked our respondents:

3.B. “Why do you (FAVOR) (OPPOSE) developing the Yamhelas Westsider Trail into a multi-use path?”

Strongly Favor

TOTAL RESPONSE: 194

NO RESPONSE: 5

	<u>Number of Respondents</u>	<u>Percent of Strong Favor Respondents</u>	<u>Percent of all Respondents</u>
WE NEED MORE SPACE FOR LOCAL OUTDOOR RECREATIONAL ACTIVITIES	53	27	13
PROVIDES SAFE OUTDOOR RECREATION AREAS FOR WALKING/ BIKING	29	15	7
GOOD USE OF LAND/RAILROAD LINE THAT BENEFITS EVERYONE	16	8	4
CREATES GOOD WALKING/HIKING/ CYCLING/HORSEBACK RIDING AREAS	11	6	3
ENCOURAGES EXERCISE/PROVIDES SAFE OUTDOOR RECREATION AREAS	9	5	2
I WOULD USE THE TRAIL	7	4	2
LINKING COMMUNITIES TOGETHER IS A BENEFIT	6	3	2
WE NEED MORE WAYS TO CONNECT/ ACCESS OUR COMMUNITIES/ BUILD RELATIONSHIPS	6	3	2
PEOPLE WANT IT/WOULD USE IT	5	3	1
GOOD FOR THE ECONOMY/TOURISM/ RECREATION	5	3	1
GOOD ACTIVITY FOR FAMILIES	4	2	1

	<u>Number of Respondents</u>	<u>Percent of Strong Favor Respondents</u>	<u>Percent of all Respondents</u>
IT MAKES IT EASIER FOR PEOPLE TO GET OUT AND ENJOY THE SCENERY/ WILDERNESS OF OREGON	4	2	1
CONNECTS US WITH NATURE/ PRESERVES NATURAL OUTDOOR AREAS	4	2	1
FITNESS/EXERCISE IS IMPORTANT	3	2	1
IT WOULD IMPROVE PROPERTY VALUES/QUALITY OF LIFE	3	2	1
GOOD FOR THE COMMUNITY	3	2	1
GOOD IDEA	2	1	1
CHILDREN NEED MORE OUTDOOR ACTIVITIES	1	1	less than 1%
CONNECTS COMMUNITIES/PROMOTES OUTDOOR ACTIVITIES/CREATES SAFE PLACE TO RECREATE	1	1	less than 1%
GOOD LOCATION	1	1	less than 1%
GOOD USE OF PUBLIC MONEY	1	1	less than 1%
HIGHWAY 47 IS UNSAFE TO WALK OR BIKE	1	1	less than 1%
I ENJOY WALKING/BIKING	1	1	less than 1%
I HAVE OFF ROAD RIGS	1	1	less than 1%
MY OPINION	1	1	less than 1%
I'M A BIKER, BUT RESPECT FARMER CONCERNS	1	1	less than 1%
IT MAKES KIDS HAPPY	1	1	less than 1%

	<u>Number of Respondents</u>	<u>Percent of Strong Favor Respondents</u>	<u>Percent of all Respondents</u>
IT WOULD BE A COOL RECREATIONAL TRAIL	1	1	less than 1%
IT WOULD BE DANGEROUS AND CAUSE LAWSUITS FOR FARMERS	1	1	less than 1%
IT WOULD BE NICE TO WALK INTO YAMHILL	1	1	less than 1%
IT WOULD PROVIDE HANDICAPPED ACTIVITIES	1	1	less than 1%
IT'S A GREAT WAY TO GET AROUND	1	1	less than 1%
IT'S BEEN VERY POPULAR BACK EAST	1	1	less than 1%
ITS GOOD FOR OUR COMMUNITY/ TOURISM/EVERYONE'S WELL BEING	1	1	less than 1%
OUTDOOR ACTIVITIES IMPROVE MENTAL HEALTH	1	1	less than 1%
SIMILAR TRAIL IN WASHINGTON AND IT WAS GREAT	1	1	less than 1%
SOUNDS GOOD	1	1	less than 1%
PROJECT WAS FIRST STARTED IN 2009 FOR PEDESTRIANS BICYCLISTS	1	1	less than 1%
THEY CAN'T HIDE HOMELESS CAMPS	1	1	less than 1%
NOT SURE	1	1	less than 1%

3.B. “Why do you (FAVOR) (OPPOSE) developing the Yamhelas Westsider Trail into a multi-use path?”

Somewhat Favor

TOTAL RESPONSE: 55

NO RESPONSE: 2

	<u>Number of Respondents</u>	<u>Percent of Some Favor Respondents</u>	<u>Percent of all Respondents</u>
WE NEED MORE SPACE FOR LOCAL OUTDOOR RECREATIONAL ACTIVITIES	8	15	2
A LOT OF PEOPLE/CHILDREN WOULD USE IT	5	9	1
GOOD OPTION FOR UNUSED LAND	4	7	1
PROVIDES SAFE OUTDOOR RECREATION AREAS FOR WALKING/BIKING	4	7	1
EXERCISE/FITNESS/RECREATION IS IMPORTANT	3	5	1
NO REASON TO OPPOSE	3	5	1
BENEFITS THE COMMUNITY/EVERYONE	2	4	1
CHILDREN NEED SAFE RECREATION AREAS/GETS THEM OFF THE COUCH	2	4	1
CREATES GOOD WALKING/HIKING/ CYCLING/HORSEBACK RIDING AREAS	2	4	1
I LOVE OUTDOOR WALKING/HIKING AREAS/ACTIVITIES	2	4	1
CONCERNED ABOUT POWERLINES AND NEW HOMES IN THE AREA	1	2	less than 1%
DEPENDS ON THE COST TO TAXPAYERS	1	2	less than 1%
FAVOR, BUT DON'T WANT IT GOING ALL THE WAY TO GASTON	1	2	less than 1%

	<u>Number of Respondents</u>	<u>Percent of Some Favor Respondents</u>	<u>Percent of all Respondents</u>
MORE THAN JUST A WALKING TRAIL	1	2	less than 1%
IMPROVES ECONOMY AND TOURISM FOR WINERIES	1	2	less than 1%
I DON'T LIVE IN THE AREA	1	2	less than 1%
I ENJOY HIKING	1	2	less than 1%
I THOUGHT TRAIL WAS DONE	1	2	less than 1%
GOOD FOR HORSEBACK RIDING	1	2	less than 1%
I WOULD USE IT	1	2	less than 1%
I WOULDN'T USE IT	1	2	less than 1%
I FAVOR GROWTH IN THE COMMUNITY	1	2	less than 1%
IT DOESN'T AFFECT ME	1	2	less than 1%
KEEPS BICYCLISTS OFF THE ROADS	1	2	less than 1%
MY OPINION	1	2	less than 1%
NOT SURE IF HORSES WOULD DO WELL W/WHEELCHAIRS AND BIKERS.	1	2	less than 1%
PROVIDES NEW TRANSPORTATION OPTIONS	1	2	less than 1%
SOUNDS GOOD	1	2	less than 1%
THERE ARE SOME LANDUSE ISSUES	1	2	less than 1%
WON'T HARM WILDLIFE	1	2	less than 1%
NOT SURE	1	2	less than 1%

We asked our respondents:

3.B. “Why do you (FAVOR) (OPPOSE) developing the Yamhelas Westsider Trail into a multi-use path?”

Somewhat Oppose

TOTAL RESPONSE: 12

NO RESPONSE: 1

	<u>Number of Respondents</u>	<u>Percent of Some Oppose Respondents</u>	<u>Percent of all Respondents</u>
MONEY COULD BE SPENT ELSEWHERE/WASTE OF MONEY	4	33	1
NEGATIVE IMPACT ON FARMERS/ LITTER/TRASH	1	8	less than 1%
NEGATIVE IMPACT ON MY FRIENDS	1	8	less than 1%
IT WILL BRING IN TRASH	1	8	less than 1%
COUNTY HAS FUNDING SHORTFALL/ CAN'T FUND POLICE, SHOULDN'T FUND TRAIL	1	8	less than 1%
CONCERNED ABOUT HOMELESS CAMPS/ DAMAGE TO THE LAND	1	8	less than 1%
LAND-OWNER LIABILITY W/HIKERS	1	8	less than 1%
NEED MORE COMMUNITY INPUT	1	8	less than 1%
ISSUES W/POLICING/SECURITY AND NEGATIVE IMPACT ON FARMERS W/OUT COMPENSATION	1	8	less than 1%

We asked our respondents:

3.B. “Why do you (FAVOR) (OPPOSE) developing the Yamhelas Westsider Trail into a multi-use path?”

Strongly Oppose

TOTAL RESPONSE: 53

NO RESPONSE: 1

	<u>Number of Respondents</u>	<u>Percent of Strong Oppose Respondents</u>	<u>Percent of all Respondents</u>
NEGATIVE IMPACT ON FARMERS/ FARMING PRACTICES	10	19	3
CONCERNED ABOUT HOMELESS CAMPS/ LITTER/SAFETY ISSUES	7	13	2
IT'S A WASTE OF MONEY/HAS NEGATIVE IMPACT	6	11	2
THERE ARE ENOUGH PARKS/ TRAILS/IT'S NOT NEEDED	4	8	1
IT COSTS TOO MUCH/WILL GO OVER BUDGET	2	4	1
GOVERNMENT IS TAKING LAND FROM PROPERTY OWNERS	2	4	1
CREATES LIABILITIES FOR FARMERS/ INTERFERES W/PESTICIDE USE	2	4	1
IN TIGARD IT BROUGHT HOMELESSNESS AND CRIME	2	4	1
TRAIL GOES THROUGH PEOPLE'S PROPERTY THAT DON'T WANT IT	1	2	less than 1%
WON'T BE CLOSE ENOUGH TO YAMHILL OR CLOVE ORCHARD	1	2	less than 1%
USE MONEY TO IMPROVE EXISTING PARKS	1	2	less than 1%

	<u>Number of Respondents</u>	<u>Percent of Strong Oppose Respondents</u>	<u>Percent of all Respondents</u>
USE TAX DOLLARS TO FIX ROADS NOT TRAILS	1	2	less than 1%
IT DOESN'T BENEFIT ME OR MY AREA	1	2	less than 1%
DISLIKE LOCATION	1	2	less than 1%
IT WILL TURN INTO SPRINGWATER TRAIL IN PORTLAND	1	2	less than 1%
THERE ARE SAFETY/COST CONCERNS	1	2	less than 1%
LIBERALS CAN STAY IN PORTLAND	1	2	less than 1%
AREA ALREADY HAS HOMELESS/ LITTER ISSUES	1	2	less than 1%
MEDIA	1	2	less than 1%
USE RAILROAD TO TRANSPORT FREIGHT INSTEAD	1	2	less than 1%
FUNDING IS NEEDED ELSEWHERE	1	2	less than 1%
SURVEY PROMOTERS DON'T WANT TO GIVE UP ON THESE TRAILS	1	2	less than 1%
NEED MORE INFORMATION ABOUT FUNDING SOURCES AND PROPERTY ISSUES	1	2	less than 1%
TOO MANY PEOPLE IN AREA ALREADY	1	2	less than 1%
TAKES MONEY FROM LAW ENFORCEMENT AND WILL CAUSE SAFETY ISSUES	1	2	less than 1%
TRAIL IS TOO LONG TO MAINTAIN	1	2	less than 1%

**GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
OREGON COMMUNITY PATHS PROGRAM (OCP)**

Project Name: Newberg-Dundee Bypass Trail – Phase 1

This Grant Agreement ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation ("ODOT"), and Chehalem Park and Recreation District, acting by and through its Governing Body, ("Recipient"), both referred to individually or collectively as "Party" or "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the "Effective Date"). The availability of Grant Funds (as defined in Section 3) shall end five (5) years after the Effective Date (the "Availability Termination Date").
2. **Agreement Documents.** This Agreement consists of this document and the following documents:
 - a. Exhibit A: **Project Description, Key Milestones, Schedule and Budget**
 - b. Exhibit B: **Recipient Requirements**
 - c. Exhibit C: **Subagreement Insurance Requirements**
 - d. Exhibit D: **Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus)**

Exhibits A, B and C are attached to this Agreement. Exhibit D is incorporated by reference. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

3. **Project Cost; Grant Funds.** The total estimated Project cost is \$2,600,200. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$1,820,140 (the "Grant Funds"). Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.**
 - a. **Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4(c).

- b. Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement ("Eligible Costs").

- i.** Eligible Costs are actual costs of Recipient to the extent those costs are:

- A.** reasonable, necessary and directly used for the Project;
- B.** permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project;
- C.** eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.

- ii.** Eligible Costs do NOT include:

- A.** operating and working capital or operating expenditures charged to the Project by Recipient;
- B.** loans or grants to be made to third parties;
- C.** any expenditures incurred before the Oregon Transportation Commission awards this Project or after the Availability Termination Date; or
- D.** costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;

c. Project Change Procedures.

- i.** If Recipient anticipates a change in scope, Key Milestone Dates, or Availability Termination Date, Recipient shall submit a written request to CommunityPaths@odot.state.or.us. The request for change must be submitted before the change occurs.
- ii.** Recipient shall not proceed with any changes to scope, Key Milestone Dates, or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of a recipient's request for change. A request for change may be rejected at the sole discretion of ODOT.

5. Reimbursement Process and Reporting.

- a.** ODOT shall reimburse Recipient for 70% (seventy) of Eligible Costs up to the Grant Fund amount provided in **Section 3**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. ODOT will not reimburse more than one request for reimbursement per month.

- b. Recipient must submit to ODOT its first reimbursement request within two (2) years of the Effective Date.
- c. Each reimbursement request shall be submitted on ODOT's Reimbursement Request form <https://www.cognitoforms.com/ODOT2/ocpreimbursementrequest> to the CommunityPaths@odot.state.or.us and include the Agreement number, the start and end date of the billing period, itemize all expenses for which reimbursement is claimed. Upon ODOT's request, Recipient shall provide to ODOT evidence of payment to contractors. Recipient shall also include with each reimbursement request a summary describing the work performed for the period seeking reimbursement and work expected for the next period, if any.
- d. **Retainage.** ODOT will withhold five percent (5%) retainage from the amount paid pursuant to each reimbursement request and shall release the cumulative retainage to Recipient upon completion of an on-site review and final Project acceptance by ODOT.
- e. Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request. Failure to submit the final request for reimbursement within ninety (90) days after could result in non-payment.
- f. Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until both the OCP Program Manager, or designee, have completed the final review and accepted the Project as complete.
- g. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- h. **Recovery of Grant Funds.**
 - i. **Recovery of Misexpended Funds or Nonexpended Funds.** Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended at the end of the Availability Termination Date ("Unexpended Funds") or (ii) expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Unexpended Funds to ODOT no later than fifteen (15) days after the Availability Termination Date. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.

- ii. Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of Sections 9(b)(i), 9(b)(ii), 9(b)(iii) or 9(b)(vi), Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.

i. Reporting

- i. Quarterly reports. Recipient shall submit quarterly progress reports to ODOT using a format that ODOT provides. Recipient must submit the reports to CommunityPaths@odot.state.or.us by the first Wednesday of March, June, September, and December.
- ii. Final Report. Recipient shall submit a final written report (The "Final Report") to CommunityPaths@odot.state.or.us. The Final Report identifies the average number of people walking or biking along the path on an average day (24 hours), including morning peak (6-9 a.m. and afternoon peak (4-7p.m.). Report will be due six (6) months after Project completion.
- iii. Upon request, Recipient must provide ODOT with a copy of all other documents, studies, reports and materials developed during the Project and any other information that may be reasonably requested by ODOT.

6. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

- d. No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.
- e. Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

7. Records Maintenance and Access; Audit.

- a. Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Subagreements and Procurements

- a. Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i.** All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to

the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.

- ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient's subagreement with the Contractor and to name ODOT as an additional or "dual" obligee on contractors' payment and performance bonds.
- iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

b. Subagreement indemnity; insurance.

- i. *Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.*
- ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.
- iii. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.

- iv. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
- v. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.
- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - i. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Self-Performing Work.** Recipient must receive prior approval from ODOT for any self-performing work.
- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;

- iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - vi. If the Project would not produce results commensurate with the further expenditure of funds.
 - vii. If the Project is not substantially initiated 180 days from the effective date of the agreement.
- c. Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

10. GENERAL PROVISIONS

a. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such

expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.

- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- b. **Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
- c. **Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
- d. **Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
- e. **No Third-Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- f. **Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(f). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the

email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

- g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- h. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- i. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

- l. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Signature Page to Follow

Electronic Signatures. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement, Work Orders, and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

CHEHALEM PARK & RECREATION DISTRICT, by and through its Governing Body

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

LEGAL REVIEW APPROVAL
(If required in Recipient's process)

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Kat Ricker, Public Information Director
125 South Elliott Rd
Newberg, OR 97132
(971) 832-4222
kricker@cprdnwberg.org

STATE OF OREGON, by and through its Department of Transportation

By _____
Public Transportation Division Administrator

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Oregon Community Paths Program Manager

Name _____
(printed)

Date _____

By _____
State Traffic-Roadway Engineer

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Sam Zeigler via email
Assistant Attorney General (If over \$150,000)

Date 8/16/21

ODOT Contact:

Alan Thompson
555 13th Street NE
Salem, OR 97301-4178
Phone: 503.986.
Alan.L.Thompson@odot.state.or.us

EXHIBIT A

Project Description, Key Milestones, Schedule and Budget

Agreement No. 34902

Project Name: Newberg-Dundee Bypass Trail – Phase 1

A. PROJECT DESCRIPTION

The Project will construct a bridge over Hess Creek near the Newberg-Dundee Bypass, approximately 670 feet long, and construct three 700 foot paths on either side, totaling approximately 2,800 feet long and approximately 10 feet wide, connecting to existing infrastructure from the Industrial Parkway/S Springbrook/Highway 219 intersection on the east to the S River Street/E 14th Street intersection on the west, including a rail crossing, totaling 7300 linear feet of connected pathway.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section 4.

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has four (4) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Key Milestone 4, Project completion, cannot be changed without an amendment to the Agreement.

If Recipient anticipates either that Key Milestone 1 will require material changes or that Key Milestones 2 through 4 will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(c) of the Agreement, to CommunityPaths@odot.state.or.us as soon as Recipient becomes aware of any possible change or delay. Recipient must submit the Request for Change Order before delaying the Project completion (Key Milestone 4).

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Right of Way	62 weeks from Agreement Execution
2	Engineering and Design	62 weeks from Agreement Execution
3	Construction	140 weeks from Agreement Execution

ODOT/Recipient
Agreement No. 34902

4	Project Completion (Project must be completed within 5 years of Agreement execution)	4/7/24
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EXHIBIT B

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation or service demand or both. The Parties agree that the useful life of the Project is defined as seven (7) years from its completion date (the "Project Useful Life"). Unless otherwise negotiated, and after the Project Useful Life, ODOT will maintain that portion of the project that is within its jurisdiction.
4. Recipient shall maintain insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
5. **Americans with Disabilities Act Compliance**
 - a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
- i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c.** Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 5 shall survive termination of this Agreement.
- 6. Work Performed within ODOT's Right of Way**
- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
 - b. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
 - c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
 - d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.
- 7. General Standards**
- The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.
- 8. Land Use Decisions**
- a. Recipient shall obtain all permits, "land use decisions" as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a "Land Use Decision" and collectively, "Land Use Decisions").

- b. If at any time before the Availability Termination Date identified in Section 1 of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a "Disbursement Suspension") and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.
- d. This Section 8 is in addition to, and not in lieu of, ODOT's rights and remedies under Section 5.h ("Recovery of Grant Funds") of this Agreement.

9. Website

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the ODOT Contact in writing when the link changes during the term of this Grant Agreement.

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation Insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track,

roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the "State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees" as an endorsed Additional Insured but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of : (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail " coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

f. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation..

The Recipient shall immediately notify ODOT of any change in insurance coverage.



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

Casey Creighton
Basic Services Supervisor
August 19, 2021

Recommendation RFP Newberg-Dundee Bypass Trail Design Services

To: CPRD Board of Directors

Chehalem Park & Recreation District received Design proposals back from GreenWorks and NV-5 for the Newberg Dundee Bypass Trail. Both of these proposals met the criteria listed in the RFP Selection Process. We looked at each proposal and compared services included, knowledge of the project, relationships with key personnel of the entities involved and the overall Proposal Bid.

GreenWorks Bid: \$537,990.37
NV-5 Bid: \$551,774.00

Our Evaluation Committee, as set forth in the RFP Newberg-Dundee Bypass Trail – Phase I Professional Design Services, has recommended that we sign the Agreement with GreenWorks based on their understanding of the project, background information they have acquired through working with our District, relationships with key personnel, preliminary work completed and low bid for the Newberg Dundee Bypass Project Design Services RFP.

Casey Creighton
Julie Petersen
Kat Ricker

Trails Advisory Committee applicants

1. Allen Holstein
2. Cindy Riggs
3. Dustin Wolfe
4. Erin Robinson
5. Erin Chen
6. Jill Billka
7. Justin Patterson
8. Kristina Ernstrom
9. Lacy Mendoza
10. Lisa Jackson
11. Martin Peters
12. Michelle Colvin
13. Peter Siderius
14. Quentin Comus
15. Bob Oleson
16. Matt Dolphin
17. Kimberly Lanier



Trails Advisory Committee Application

About the Committee

- The purpose of the committee is to provide recommendations to the Board of Directors regarding new and developing trails and pathways within Chehalem Heritage Trails network of pedestrian, bicyclist, equestrian, water, and any other modality of trails, and work to create a volunteer base and network for trail maintenance.
- Five to seven members, five of whom must reside within CPRD boundaries
- In addition to five District residents, one to two members may reside outside CPRD boundaries.
- Three-year terms
- Deadline to apply is 5 p.m. Friday, August 13, 2021. The Board of Directors anticipates appointing committee members at the Aug. 26th Board meeting.

Name Kimberly A. Lanier

Address 3701 E. Short Oak Drive

Telephone 503-803-3627

Email ccmint@comcast.net

Resident of District ☒ Yes ☐ No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)

~~I am very excited that there will be walking trails and bike trails in Newberg, I have lived in Newberg for 26 years and have watched it grow and expand. I walk every day in local neighborhoods and the Gettman loop trail. I don't bike on the streets because I prefer to just bike on trails for bikes. It is safer for everyone. I wish to serve on this committee because I feel that I have ideas and enthusiasm to put together a plan that will benefit everyone. I look forward to helping and assisting in any way I can to help our Newberg community have wonderful trails and bike paths.~~

Other community involvement

(Attach additional sheets if necessary.)

Volunteered at Newberg Public Library in the children's department

Participated in the Newberg Public Library fundraising walk

~~I was a Newberg School District volunteer at Mabel Rush Elementary~~

~~I was a member of the Newberg Garden club~~

I was a member and founder of the Stop Drop and Read committee

Signature kimberly Lanier

Date July 10, 2021



Trails Advisory Committee

Application

About the Committee

- The purpose of the committee is to provide recommendations to the Board of Directors regarding new and developing trails and pathways within Chehalis Heritage Trails network of pedestrian, bicyclist, equestrian, water, and any other modality of trails, and work to create a volunteer base and network for trail maintenance.
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- Three-year terms
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Name Bob Oleson

Address 4061 Hayes St #24
Newberg, Or 97132

Telephone 503-329-9528 Email boboleson@hotmail.com

Resident of District ☒ Yes ☐ No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)

Our community has some very good trails and there is a need for more. Hope to make a contribution. I have been a long time advocate for outdoor conservation causes and special places, including Friends of the Gorge and Friends of Champag.

Other community involvement

(Attach additional sheets if necessary.)

Active in Newberg Kiwanis and Co-chair of our neighborhood committee for disaster preparedness.

See attached resume

Signature Bob Oleson Date Aug 6, 2021

Bob Oleson

**4061 Hayes St. #24
Newberg, OR 97132
Cell phone (503) 329-9528
boboleson@hotmail.com**

BACKGROUND INFORMATION

Employment

- Self-employed lobbyist and public affairs consultant,
- Worked as public affairs director and lobbyist for the Oregon State Bar Association for 25 years. Developed and influenced policy proposals in dozens of subject areas ranging from family law, civil rights and legal aid, to consumer law, agriculture and natural resources.
- Previously worked for state government, including five years as the first full-time caucus administrator for the state legislature.

Community and Professional Services

- Served two years as vice president of Tigard Chamber of Commerce.
- Served as president of Washington County Public Affairs Forum.
- Served on the community communication board for Tualatin Valley Television.
- Member of the advisory council involving Community Partners for Affordable Housing.
- Served on State Advisory Committee on Dispute Resolution.
- Former long-time board member and chair for the Oregon Council on Crime and Delinquency.
- Involved in several state and local issue and levy campaigns.
- Served for six years as elected Metro Service District Councilor from eastern Washington County, two terms as vice-chair.
- Former member of Metro's Citizen Review and Redistricting Committee.
- Former chair of County Budget Committee, and member of the County Human Resources Committee.
- Past member of the major national committee for the modernization of state legislatures (NCSL).
- Past chair of the National Association of Bar Executives (NABE) Government Relations Section with the American Bar Association; authored several published articles and gave many presentations relating to effective lobbying and various public policy issues.

Education and Personal

- Graduate of Lewis and Clark College in 1972, with two years of postgraduate work in public administration at Willamette University and Lewis and Clark College.
- Bob and his wife Patti live in *Newberg* with two cats who have agreed to share their home with them. The Oleson family has lived in the Oleson Road area of east Washington County for six generations.



MattDolphin

16870 NE Mountain Home Rd. Sherwood, OR 97140

503.332.2711 matt@mattdolphin.com

Aug 11, 2021

Board of Directors
Chehalem Parks & Recreation District
125 S. Elliott Road
Newberg, OR 97132

RE: Letter of Application for Chehalem Heritage Trails Advisory Committee

Dear CPRD Board Members:

I am excited to offer this letter of application and hope you will consider me for a position on the Chehalem Heritage Trails Advisory Committee. I believe I have a unique mix of experiences that could be of value to CPRD as it undertakes the expansion of its trail systems and creation of a volunteer network for trail maintenance.

I have been a user, builder, maintainer, and lover of trails my entire life.

Growing up in a Midwestern city, our local parks and trails were my only way of connecting with nature and safely navigating our community. In Boy Scouts, I had the opportunity to build and maintain trails and parks in the community through numerous service projects. I am an avid hiker and backpacker and chose to move to Oregon and settle in the Newberg area in 2000 largely because of its central proximity to trails in the Coast Range, Cascades, and Columbia Gorge.

I believe trails are vital infrastructure for connecting and enriching our community.

Community trails provide safe access to and travel between our homes, businesses, and other community resources. They connect people to each other, their community, and nature. Trails boost our local economy by making it more livable for residents and more attractive to visitors and new businesses. Our trails and parks are an avenue for young people to play, engage with their community, and learn about nature. And trails provide physical and mental health benefits by encouraging people to exercise and enjoy nature.

I have training and experience in volunteer trail maintenance.

Since 2017, I have volunteered several hundred hours each year to building and maintaining wilderness trails with the Pacific Crest Trail Association (PCTA) and Trail Keepers of Oregon (TKO). I am a US Forest Service Certified B-Level Crosscut Sawyer and lead teams of volunteers in cutting and clearing logs from trails and other trail maintenance. Much of my work has focused on re-opening areas burnt by the Eagle Creek fire in the Gorge, maintaining portions of the Pacific Crest Trail, and expanding the Oregon Coast Trail. I

have participated in the regional "Trail Skills College" and many other training workshops with Oregon State Park, USFS, and volunteer personnel on building, evaluating, and maintaining trails as well as project risk assessment and effectively leading volunteer trail crews.

I am a small business owner.

My experience starting and growing my own businesses has given me hands on experience with finance, marketing, sales, customer service, and management. I currently run a firm that helps business leaders and their teams with strategic planning, business process improvement, and coaching to overcome their challenges and grow. I believe these skills may benefit CPRD as they seek and mobilize support and volunteers for trail expansion and maintenance.

I'm eager to give back to our community.

My family has benefited greatly from CPRD's parks, trails, and programs over the years. As one example, my wife was a local ambassador for the Hike It Baby organization. Each week she would gather parents and kids (newborns to pre-school) for a short hike and play time at one of CPRD's parks, trails, or the splash pad. This was a vital part of her health and wellbeing after the birth of our children and was a great way for our sons to socialize and exercise with other kids. I'm excited about the opportunity to give back to our parks and trails as an Advisory Committee member or any other role you may need.

Sincerely,

A handwritten signature in black ink that reads "Matthew Dolphin". The script is cursive and fluid, with the first name "Matthew" and last name "Dolphin" clearly legible.

Matthew Dolphin



Trails Advisory Committee Application

About the Committee

- The purpose of the committee is to provide recommendations to the Board of Directors regarding new and developing trails and pathways within Chehalem Heritage Trails network of pedestrian, bicyclist, equestrian, water, and any other modality of trails, and work to create a volunteer base and network for trail maintenance.
- Five to seven members, five of whom must reside within CPRD boundaries
- In addition to five District residents, one to two members may reside outside CPRD boundaries.
- Three-year terms
- Deadline to apply is 5 p.m. Friday, August 13, 2021. The Board of Directors anticipates appointing committee members at the Aug. 26th Board meeting.

Name Matthew Dolphin

Address 16870 NE Mountain Home Rd. Sherwood, OR 97140

(in unincorporated Yamhill County within CPRD district)

Telephone 503-332-2711

Email matt@mattdolphin.com

Resident of District ☒ Yes ☐ No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)

I am passionate about trails, have experience and training in leading volunteer trail maintenance teams, and have hands on experience with finance, recruiting, management, marketing, sales, and customer service from my own businesses.

(Please see attached letter for more details)

Other community involvement

(Attach additional sheets if necessary.)

Trail Keepers of Oregon - trail maintenance and volunteer saw team leader

Pacific Crest Trail Association - trail maintenance volunteer

Tigard Chamber of Commerce

Oregon Music Academy - owner and former executive director

Growth Bridge - business training, strategic planning, and process improvement consultant

(Please see attached letter for more details)

Signature

Matthew Dolphin

Date 8/11/2021



Trails Advisory Committee Application

About the Committee

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- Three-year terms
- Deadline to apply is 5 p.m. Friday, August 13, 2021. The Board of Directors anticipates appointing committee members at the Aug. 26th Board meeting.

Name Cindy Riggs

Address 26725 NE Bell Rd. Newberg, OR 97132

Telephone 707.227.0869

Email cindy42417@gmail.com

Resident of District ☒ Yes ☐ No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)

We chose Newberg as our new home a few years ago after living throughout the country.

Newberg is a gem, but with more trails and outside recreation it will shine even brighter. I am excited about all the improvements underway and would love to be involved even more.

Other community involvement

(Attach additional sheets if necessary.)

Volunteer: Chehalem Cultural Center

Volunteer: Newberg Vision Plan, Economic Development Committee.

Signature Cindy Riggs

Date 8/6/21



Trails Advisory Committee Application

About the Committee

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Name Peter siderius

Address 1025 sw hwy 99w

dundee or

Telephone 5038408865 Email sideriusp@gmail.com

Resident of District ☒ Yes ☐ No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)

Board member for the last 9 years and wish to continue to serve the cprd and my community.

Other community involvement
(Attach additional sheets if necessary.)

Signature peter siderius Date 7/31/21



Trails Advisory Committee Application

About the Committee

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- Three-year terms
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Name Martin "Marty" Peters

Address 17475 NE Mountain Home Road, Sherwood, OR 97140

Telephone (503) 314-0199

Email mpeters@vgmhc.org

Resident of District ☒ Yes ☐ No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)
See Attached

Other community involvement
(Attach additional sheets if necessary.)
See Attached

Signature

A handwritten signature in black ink, appearing to be "Marty Peters", written over a horizontal line.

Date

08/02/2021

Serving the Chehalem Heritage Trails Advisory Committee

Growing up in the Chehalem Mountains there was an extensive, informal network of community trails through private agricultural and forest lands, public right of ways and low speed gravel roads. I have fond memories of roaming on foot, bike and horse with family and neighborhood friends. This connection to the Chehalem Mountains is my personal heritage, and it is my passion to preserve and restore this for future generations through the establishment of community and regional trails.

To serve the trails is to respect and build upon the strategic plan created by the past board members, staff and stake holders. I believe that there are various definitions of heritage for our region that should be celebrated. To serve the committee is to acknowledge the native Yamhill people's history, recognize the founding families that farmed and settled this region, highlight the history and future of agricultural production, and engage the increasing cultural diversity of the place we call home. Navigating the implementation of trails while celebrating a diverse Chehalem heritage will require consistent, clear communication with the board, volunteers, the general public and stake holders. To serve the Advisory Committee is to serve with dedication to the trails strategic plan, enthusiasm for the region and professionalism in the advisory committee board member role.

In the past I have committed to various outdoor organizations and medical outreach projects as both a volunteer and by managing volunteers. I have experienced both the challenges and opportunities in recruiting, motivating and managing a group of volunteers. My experience and leadership with volunteer-based organizations will serve the advisory committee. In addition to my past volunteer experience, my present career as a Family Medicine Physician for Virginia Garcia Memorial Health Center in Newberg will transfer well to the development of trails. I have experience assessing community needs, recommending evidence-based community interventions with tangible goals, and studying outcomes to determine success. These are professional skills that I will bring to my service on the trails advisory committee.

My enthusiasm for trails, connection to local heritage and beneficial professional skills are the reasons I wish to serve the committee. In addition to these reasons, I will represent a specific focus on the Chehalem Mountains. There are world class natural and agricultural gems of the mountain range that would benefit from trail connections. There are existing informal neighborhood trails proximal to the proposed routes in the Chehalem Trails Strategic Plan that should be preserved and made safer. I personally know that the majority of the 30+ residencies on Mountain Home Road are supportive of trails and some neighbors have suggested working together to build and maintain our local trails. When I am out running or biking the Chehalem Mountains, I informally have surveyed other residents ranging from Bald Peak to Parrett Mountain. I have come to believe that there is a general support for trails in the Chehalem Mountains, opportunities for existing and new trail development, and the potential for a motivated volunteer-base to maintain it.

- Marty Peters, DO

Community Involvement

Work Experience:

2016 - Present	Primary Care Provider for Virginia Garcia Memorial Health Center in Newberg.
2013 – 2016	Resident Physician for Virginia Garcia and Legacy Health Centers.
2006 – 2009	Outing Leader for Adventures without Limits (AWL) in Forest Grove.
2006	Assistant Leader with Best of the Alps Trekking.

Community Service:

2019 – Present	Yamhill County Parks Advisory Committee Member
2016 – Present	Clinical Educator for Premedical and Medical Students.
2013 and 2014	“Bridging the Divide” Ultra-marathons in Peru with Health Bridges International.
2013 – 2016	Founder and Leader of Virginia Garcia Outdoor Program.
2005 – 2011	Outside In, Portland Oregon. Awarded 2007 Volunteer of the Year.
2005 – 2009	Volunteer Hill Patroller for Mount Hood Ski Patrol.

Affiliations:

Present	Fellowship in the Academy for Wilderness Medicine (FAWM)
Present	Member of Osteopathic Physicians and Surgeons of Oregon (OPSO)
Present	Oregon Trails Coalition

- Marty Peters, DO



Trails Advisory Committee Application

About the Committee

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- Five to seven members, five of whom must reside within CPRD boundaries
- In addition to five District residents, one to two members may reside outside CPRD boundaries.
- Three-year terms
- Deadline to apply is 5 p.m. Friday, August 13, 2021. The Board of Directors anticipates appointing committee members at the Aug. 26th Board meeting.

Name Lisa Jackson

Address 35600 NE Corral Creek RD

Newberg, 97132

Telephone 5036252650

Email ljackson333@gmail.com

Resident of District ☒ Yes ☐ No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)

~~I own a equestrian facility called Corral Creek Stables. We ride up to the park a couple times a week. I feel that I can represent an audience that the Park can make a stronger connection with through networking within the equestrian community. Through my connection to the horse community that utilizes the park, I am prepared to make recommendations to leadership that would benefit the Park as well as the community that utilizes the Park. I was the executive director of a non profit for many years and believe that experience would make me a valuable Advisory member.~~

Other community involvement

(Attach additional sheets if necessary.)

~~I am involved in raising money for the Newberg Animal Shelter and am a member of a group of women that live on Parrett Mountain.~~

Signature Lisa Jackson

Date 7/25/2021



Trails Advisory Committee Application

About the Committee

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- Three-year terms
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Name Allen Holstein

Address 10464 NE Jory Lane, POB 566 Dundee Or 97115

Telephone 5032092245

Email algran1@frontier.com

Resident of District ☒ Yes ☐ No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)

I am an avid user of CPRD trails and facilities. I participated in pushing the bike trail on Worden Hill Road years ago. I am interested in Trappist Abby trails and making them more accessible. I have lived in Dundee for 40 years and know the landscape well, partly due to my involvement in wine industry

Other community involvement

(Attach additional sheets if necessary.)

Chamber of Commerce Board and Government Advisory Committee

Dundee Civic Association

Signature Allen Holstein

Date 7/22/2021



Trails Advisory Committee Application

About the Committee

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- Three-year terms
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Name Michelle Colvin

Address 529 N Eagle St

Newberg OR 97132

Telephone 805-208-0223

Email colvinwifey@gmail.com

Resident of District ☒ Yes ☐ No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)

I want to make sure our residents will always have a safe and beautiful way to travel around Newberg. I am an avid runner, and have run most streets in our town, and would LOVE to be a part of helping to have a pedestrian friendly system here. Surrounding towns have found ways to have beautiful trails... perhaps a Rail Trail here could work. Please consider me as a member of this committee.

Other community involvement

(Attach additional sheets if necessary.)

Newberg Noon Rotary - Treasurer; Sole Sisters Newberg- Running Coach; Senior Meals/Meals on Wheels volunteer; Volunteer reader for Smart Reading Program (was scheduled to read at Edwards Elementary before COVID happenend; Girls on the Run Coach (was beginning to coach at MVMS before COVID stopped the program; Parent Volunteer at Mabel Rush Elementary School; Newberg Wednesday Market Volunteer (2019); The Greens at Springbrook HOA Board Member.

I have volunteered in this community in the above ways since moving here in 2017. I love this town and am excited to be considered to volunteer in this capacity.

Signature Michelle Colvin

Date 7/8/2021



Trails Advisory Committee Application

About the Committee

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- Three-year terms
- Deadline to apply is 5 p.m. Friday, August 13, 2021. The Board of Directors anticipates appointing committee members at the Aug. 26th Board meeting.

Name Erin Robinson

Address 812 The Greens Avenue, Newberg, OR 97132

Telephone 503-348-4854

Email erinrobinson1@comcast.net

Resident of District ☒ Yes ☐ No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)

I utilize trails within the district more than twice a week as a runner. I think that trails are vitally important to our region, especially as we continue to grow and I am interested in the cross use between different groups (bike, walk, run, equestrian).

Other community involvement

(Attach additional sheets if necessary.)

I don't volunteer in Yamhill County, but have been on a Citizen Review Board for Clackamas County (I have an office in Clackamas County) foster care placements since 2015. I have a teen in the Newberg School District, my parents own a farm in Yamhill County. My family has been in Yamhill County over 30 years, and I have lived here over 15 years. I am looking for ways to become more involved in the issues I care about in Yamhill County - and Newberg specifically.

Signature

Date

7/8/21



Trails Advisory Committee Application

About the Committee

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Name Justin Patterson

Address 348 Oak Leaf St., Newberg, OR 97132

Telephone 503.998.8594

Email jpountains@hotmail.com

Resident of District ☒ Yes ☐ No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)

As a frequent user of the existing trails in the community, I would like to help play a role in helping shape their future in Newberg. I feel I have skills that can help the committee as well. I have over 26 years of experience in parks and recreation as a parks director/manager and hold an undergraduate degree in Environmental Science and Regional Planning, and a graduate degree in Urban and Regional Planning.

Other community involvement

(Attach additional sheets if necessary.)

I have been involved in kids sports in the community for approximately 15 years. I have served as a youth coach for baseball and soccer, and served as the board president for the Chehalem Swim Team in Newberg.

Signature Justin Patterson

Date 7/8/2021



Trails Advisory Committee Application

About the Committee

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Name Erin Chen

Address 1019 SW Falcon Crest Dr., Dundee Or, 97115

Telephone 415-828-8575

Email erin.yvonne.chen@gmail.com

Resident of District ☒ Yes ☐ No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)

I love trails, and have a passion for community spaces. Yamhill County is so beautiful! Its important to have safe places for families and citizens to get outside to recreate and enjoy nature.

Other community involvement

(Attach additional sheets if necessary.)

I am new to Yamhill, however, when I lived in San Francisco I was a founding member of Tenderloin Safe Passage, a community organization dedicated to improving street safety for families and seniors in a difficult inner city environment. We coordinated a volunteer group of "Corner Captains" who would stand on street corners during afterschool times to be a friendly safety presence for children on thier way home from school. I am an Americorp Alum. I spent my year of service working in youth services in San Francisco Chinatown.

Signature Erin Chen

Date 7-7-2021

Subject: Chehalem Heritage Trails Advisory Committee
Date: Wednesday, July 7, 2021 at 8:28:33 PM Pacific Daylight Time
From: Erin Chen
To: Kat Ricker
Attachments: cprd_trails_advisory_committee_application_fillable.pdf

Hi,

I am writing to apply for the Chehalem Heritage Trails Advisory Committee. One of my earliest memories is of my father, who was a park ranger, hoisting me up on his shoulders and taking me with him down the trails of the park he worked at as he led guests on nature walks.

Safe access to public spaces is a passion of mine. When living in San Francisco I was a founding member of Tenderloin Safe Passage, a community organization dedicated to inner city street safety. We worked with a group of community members to start a "Corner Captain" program, where volunteers would staff corners throughout our neighborhood during the after-school time to ensure the safety of children walking home from school.

I am an Americorp Alumni and former Community Organizer and I have extensive experience in volunteer management, and bringing stakeholders together to identify community needs and address challenges.

The Yamhill County area is so gorgeous. I would love to be a part of making it accessible for all.

Sincerely,
Erin Chen
415-828-8575



Trails Advisory Committee Application

About the Committee

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- Three-year terms
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Name Lacy Mendoza

Address 703 N Little Oak St, Newberg, OR 97132

Telephone 509-713-3783

Email Lacyldarling@gmail.com

Resident of District ☒ Yes ☐ No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)

I frequent the trails in the CPRD network quite frequently. I was involved in the "Friends of Badger Mountain" in eastern Washington before moving for Oregon 4 years ago. I have experience with trail cleanup, grooming, marking, and safety. I have been in Newberg for 2 years and would love the opportunity to serve this community in this capacity.

Other community involvement
(Attach additional sheets if necessary.)

None at this time, I moved to Newberg right before the pandemic. This would be a wonderful opportunity to be more involved in the community.

Signature

Date 7/7/21



Trails Advisory Committee Application

About the Committee

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Name Jill Bilka

Address 740 SW Graystone Pl - Dundee, OR 97115

Telephone 503-997-9841

Email jillbilka@gmail.com

Resident of District ☒ Yes ☐ No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)

I am enthusiastic about having a voice and helping in my community. I think the availability of trail networks in our community is important and I like being able to be involved in getting the word out about the great outdoor recreation options we have in our area. Trail maintenance is critical to ensuring people can get out safely to enjoy the outdoors.

Other community involvement

(Attach additional sheets if necessary.)

I currently serve on the Dundee Parks Committee. In the past I had been a Branch Ambassador for the local Yamhill County Branch of Hike It Baby which is an organization that works to create a community that inspires all families with babies and young children to get outside and connect with nature. Through this involvement I also helped develop content for the Family Trail Guide which is an online resource. I also was involved in a 10k Women Trail Project which was an initiative to empower women to get out on trails.

Signature

Jill Bilka

Date 6/14/21



Trails Advisory Committee

Application

About the Committee

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Name Kristina Ernstrom

Address 500 SW 11th St #27 Dundee OR 97115

Telephone 503-250-1362 Email plaid_chick@hotmail.com

Resident of District X Yes No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)

I love walking. I see many needs for improvement here in Dundee and Newberg. With kids and dog in tow it is important to pay attention to the small things.

Other community involvement
(Attach additional sheets if necessary.)

None

Signature 

Date 6/16/2021



Trails Advisory Committee

Application

About the Committee

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Name Dustin Paul Wolfe

Address 24280 NE ZARD LANE Newberg, OR 97132

Telephone 503 442 8611 Email DPW@WeDrillIt.com

Resident of District X Yes No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)

I'd like to have an impact on this community, one that promotes getting the old & young alike, outdoors. For fourteen years I have lived in Newberg, with each year bringing more love for this community. And with my youngest kids starting in the District this year it is time for me to step up. I am an avid hiker & have years of construction experience.

Other community involvement

(Attach additional sheets if necessary.)

None currently. In the past I have helped Recovering addicts sharpen their Resumes & interview skills. Our family, with my wife's lead, train Service dogs for children with Autism.

Signature DPWolfe Date 6-14-2021



Trails Advisory Committee Application

About the Committee

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Name Quentin Scott Comus

Address 3210 Solstice Lane, Newberg, OR 97132

Telephone (971) 264-4309

Email comusq@oregonstate.edu

Resident of District ☒ Yes ☐ No

The CPRD boundary map can be found on our website at cprdnewberg.org; under About Us, click on Mission & History.

Reasons you wish to serve on the committee (Attach additional sheets if necessary.)

As a Natural Resources Education student at Oregon State University, I have hundreds of hours of environmental service and developing expertise on interpretive programs, trail maintenance, and environmental conservation. I wish to share my knowledge and skills with my community through this committee.

Other community involvement

(Attach additional sheets if necessary.)

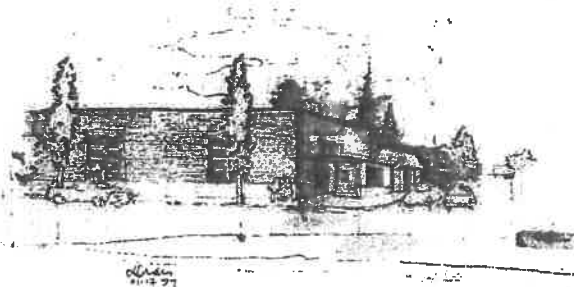
I am the 2019 Chehalem Valley Chamber of Commerce Junior Citizen of the Year, Founder of the Chehalem Valley Watershed Project, an Eagle Scout and BSA Distinguished Conservation Service Award recipient, Pacific Crest Trail Association-trained trail steward, Gray Family Foundation Environmental Education Advisory Board committee member, Newberg High School Bond Design Team committee member, and former CPRD Parks and Landscaping employee

Signature Quentin Comus

Date 7/7/2021

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

ALLYN E. BROWN
DONALD O. TARLOW
JOHN T. BRIDGES
STEPHEN C. PALMER
TRUMAN A. STONE



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

June 24, 2010

W. Don Clements, Superintendent
Chehalem Park and Recreation District
125 S. Elliott Road
Newberg, OR 97132

RE: *Newberg/Dundee Bypass*

Dear Don:

Yesterday when we spoke you asked that I send you the Agreements between the Park District, Providence Health System, and The Greens at Springbrook, LLC. I am enclosing with this letter the following:

1. Memorandum of Understanding;
2. Purchase and Sale Agreement for Golf Course Easement;
3. Easement Agreement;
4. Golf Course Easement;
5. An Easement Use Agreement; and
6. A letter you sent to the then Project Leader Lisa Marie Ansell indicating that the Park District preferred design option 75C, which now ODOT has confirmed as their preferred alternative as well.

If you need any additional information, please do not hesitate to contact me.

Yours truly,

BROWN, TARLOW, BRIDGES, PALMER & STONE, PC


John Bridges

Providence Health System-Oregon, Grantor and Grantee
Attn: Dana White
4400 N.E. Halsey, Bldg. 1, Suite 160
Portland, Oregon 97213

Chehalem Park and Recreation District, Grantor and Grantee
125 S. Elliot Road
Newberg, Oregon 97132

Until a change is requested, all
Tax statements shall be sent to: No change

After recording, return to:
Allyn E. Brown
Brown, Tarlow, Bridges, Palmer & Stone PC
515 E. First Street
Newberg, Oregon 97132

OFFICIAL YAMHILL COUNTY RECORDS
REBEKAH STERN DOLL, COUNTY CLERK
00369689281100055540070072
201105554
DMR-EDMR Cnt=1 Str=3 SUSIE
\$35.00 \$10.00 \$11.00 \$15.00
2:17:30 PM 4/29/2011
\$71.1

FIRST AMENDED EASEMENT AGREEMENT

nk
nk This EASEMENT AGREEMENT is made this 27th day of
April, 2011, by and between Providence Health System-Oregon
("Providence") and Chehalem Park and Recreation District (the "Park District").

RECITALS

A. The Park District desires to obtain an easement from Providence for a portion of the Providence Property, as described on Exhibit A and shown on Exhibit C attached hereto (the "Golf Easement Area"), which golf course easement shall be and become a part of the Park District's existing Chehalem Glenn Public Golf ("Chehalem Glenn").

B. Providence desires to obtain an easement from the Park District for a portion of the Park District property, as described on Exhibit B and shown on Exhibit C attached hereto (the "Providence Easement Area").

C. This Easement Agreement is being executed in furtherance of the parties' Memorandum of Understanding dated December 15, 2006.

D. This Easement Agreement is also being executed simultaneously with a separate Easement Use Agreement, wherein the parties identify a "Contingent Event" upon the occurrence of which the easements herein created and obligations of the parties change as hereafter provided.

E. In consideration of the mutual covenants and restrictions contained herein, both Providence and the Park District bargain and agree as follows:

AGREEMENT

ARTICLE 1 PARK DISTRICT EASEMENT

1.1 Grant of Easement. Providence hereby grants to the Park District a non-exclusive easement on, over, under, and across Exhibit A for Golf Course Uses, subject to the Easement Use Agreement, which is incorporated by reference into this agreement.

1.2 Use. Golf Course Uses shall include uses or activities related to playing golf or maintaining a golf course, including, but not limited to, all uses necessary to incorporate the Golf Course Easement into Chehalem Glenn by realigning existing holes 2 and 6 within the existing boundaries of Chehalem Glenn and constructing a new hole 5 and a new portion of hole 6 on Exhibit A. The phrase "Golf Course Uses" shall be interpreted broadly, including integration with Chehalem Glenn's nature reserves and public hiking trail systems.

ARTICLE 2 PROVIDENCE EASEMENT

2.1 Grant of Easement. The Park District hereby grants to Providence a non-exclusive easement on, over, under, and across the Providence Easement Area for Hospital Uses, but subordinate to the usual and customary operations of Chehalem Glenn.

2.2 Use. Hospital Uses shall include construction, operation, and maintenance of hospitals or medical commercial space, including any infrastructure such as roads or highways. The phrase "Hospital Uses" shall be interpreted broadly.

ARTICLE 3 EASEMENT USE AGREEMENT

3.1 Incorporation by Reference. The terms and provisions of the Easement Use Agreement are incorporated into this Agreement by reference.

3.2 Contingent Event. Upon the occurrence of a Contingent Event as defined in the Easement Use Agreement, then:

3.2.1 Providence shall convey to the Park District, by Statutory Warranty Deed, fee title to the property described in Exhibit A, free of all debts and liens; and thereafter

3.2.2 The Providence easement set forth in paragraph 2.1 shall become exclusive and the Park District's continued operation of Chehalem Glenn on the Providence Easement Area shall occur only with the consent of Providence.

3.2.3 The occurrences set forth in 3.2.1 and 3.2.2 shall take place without any additional consideration given or received by either party, excepting those obligations stated in the Easement Use Agreement.

ARTICLE 4 TERMS

4.1 Running with Land. All rights and obligations contained within this EASEMENT AGREEMENT shall run with the land.

4.2 Modification. This EASEMENT AGREEMENT may only be modified, supplemented, or amended by a written instrument executed by Providence and the Park District.

4.3 Replacement. This First Amended Easement Agreement replaces all prior easement agreements executed between the parties, concerning the property described in Exhibits A, B, and C, attached.

GRANTOR/GRANTEE:

Providence Health System-Oregon, dba
PROVIDENCE HEALTH AND SERVICES
OREGON, an Oregon nonprofit
corporation

By: Dani

Name: Dana White

Title: Chief Exec Real estate

GRANTOR/GRANTEE:

Chehalem Park and Recreation District

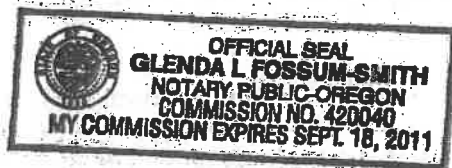
By: Mike Ragdale

Name: MIKE RAGDALE

Title: BOARD PRESIDENT

STATE OF OREGON)
)
COUNTY OF MULTNOMAH)

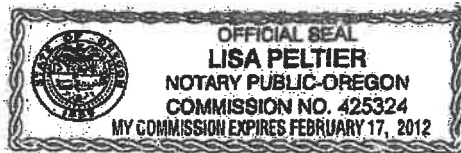
The foregoing EASEMENT AGREEMENT was acknowledged before me this 21st day
of April, 2011, by Dana White as
Chief Executive, Real Estate of Providence Health
System-Oregon, dba Providence Health and Services Oregon, an Oregon nonprofit corporation.



[Signature]
Notary Public for Oregon

STATE OF OREGON)
)
COUNTY OF Yamhill)
~~MULTNOMAH~~)

The foregoing EASEMENT AGREEMENT was acknowledged before me this 27th day
of April, 2011, by MIKE RAGSDALE as
BOARD PRESIDENT of Chehalem Park and Recreation
District.



[Signature]
Notary Public for Oregon

EXHIBIT A

**Legal Description of Golf Easement Area
Tax Lot 3216-1903**

Being a part of the North half of the Donation Land Claim of Sebastian Brutscher and Mary Brutscher, his wife, Notification No. 1470, Claim No. 51 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, said part being more particularly described as follows:

BEGINNING AT A POINT on the south line of the north half of the Sebastian Brutscher D.L.C. No. 51, said point being S89°13'14"E, 3924.71 feet from the southwest corner of the north half of said D.L.C.; thence continuing on the south boundary of the north half of said D.L.C., S89°13'14"E 603.70 feet; thence N29°46'43"E 97.50 feet; thence N71°36'47"E 230.18 feet; thence N22°51'51"E 91.18 feet; thence N8°34'14"W 115.68 feet; thence N67°36'31"W 144.94 feet; thence N30°29'35"W 122.67 feet; thence S88°44'33"E 393.68 feet; thence S41°48'40"W 442.09 feet; thence SOUTH 170.25 feet to the POINT OF BEGINNING of the easement.

Containing 8.028 acres, more or less.

517
115

EXHIBIT B

**Legal Description of Providence Easement Area
Tax Lot 3216-2014**

A part of Parcel 2 of Partition 2003-32, situated in the South half of the Donation Land Claim of Sebastian Brutscher and Mary Brutscher, his wife, Notification No. 1470, Claim No. 51 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, said part being more particularly described as follows:

BEGINNING at the northwest corner of Parcel 2 of Partition 2003-32; thence southwesterly along the west line of said Parcel 2, along a 2015.20 foot radius curve concave to the southeast, a distance of 835.52 feet (chord bears S17°51'21"W 829.55 feet); thence N34°19'14"E 951.40 feet to the north line of said Parcel 2, being also the south line of the north half of the Brutscher Donation Land Claim No. 51; thence along the north line of said Parcel 2 and the south line of the north half of said Brutscher Claim No. 51, N89°13'14"W 282.08 feet TO THE POINT OF BEGINNING.

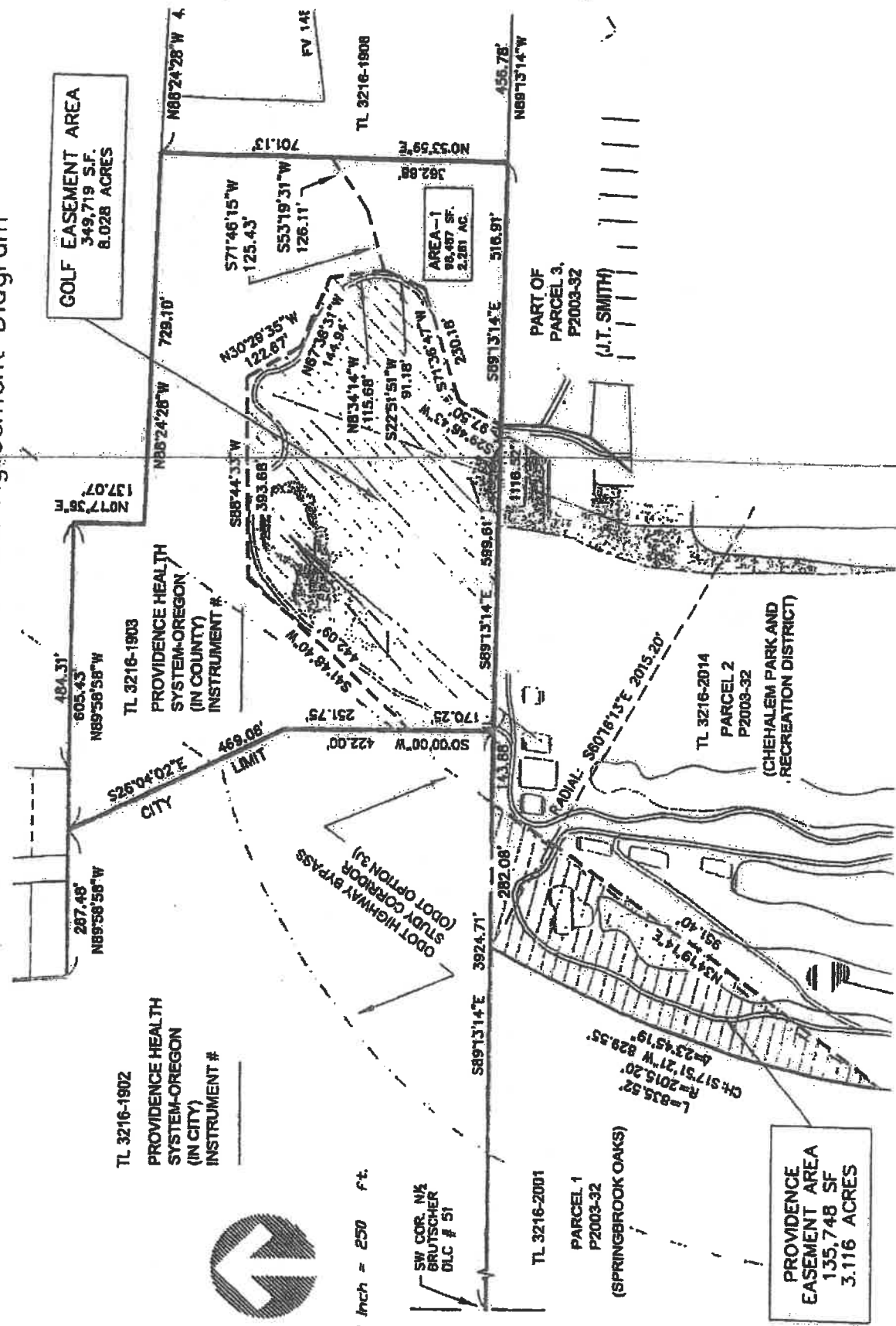
Containing 3.116 acres, more or less.

617
116

PDXDOCS:1576724.1

EXHIBIT C

Providence/Park District Easement Agreement Diagram



**FIRST AMENDED
EASEMENT USE AGREEMENT**

This EASEMENT USE AGREEMENT is made this 21 day of April, 2011, by and between Providence Health System-Oregon ("Providence") and Chehalem Park and Recreation District (the "Park District"). This Easement Use Agreement supplements an Easement Agreement executed by Providence and the Park District on the same date set forth above.

PURPOSE

The purpose of this agreement is to facilitate the construction of an ODOT highway project through property currently owned by both the Park District and Providence, in a way that is least disruptive to both the Park District and Providence. The duties and benefits to the parties have been allocated accordingly, to reserve land needed to accommodate construction of the proposed highway alignment, and in doing so, to allow portions of the Chehalem Glenn golf course owned by the Park District to be relocated onto property currently owned by Providence. In the event that the anticipated ODOT highway project does not occur, the easement agreement provides a mechanism for terminating the easement use agreement and the easements granted pursuant to the easement agreement, thereby making no changes to the use or ownership of either party's property.

RECITALS

- A. Providence is the owner of certain real property located in Yamhill County, Oregon, more particularly described in the Easement Agreement as Exhibit A "the Golf Course Easement Area." The Golf Course Easement Area covers a portion of property owned and operated by Providence for hospital and related medical center uses.
- B. The Park District is the owner of certain real property located in Yamhill County, Oregon, more particularly described in the Easement Agreement as Exhibit B "the Providence Easement Area." The Providence Easement Area covers a portion of existing hole No. 2 of the Chehalem Glenn Public Golf Course which is owned and operated by the Park District ("Chehalem Glenn").
- C. The Easement Agreement exchanges easements between Providence and the Park District on Exhibit A and Exhibit B.
- D. The Easement Agreement and this Easement Use Agreement are entered into in furtherance of the Memorandum of Understanding ("MOU") dated December 15, 2006.
- E. This Easement Use Agreement sets forth the parties' future obligation and current rights to use the Easements.
- F. This First Amended Easement Use Agreement is intended to replace the prior Easement Use Agreement executed between the parties concerning the property described

in Exhibits A, B and C, attached.

G. In consideration of the mutual covenants and restrictions contained herein, both Providence and the Park District bargain and agree as follows:

AGREEMENT

ARTICLE 1 CONTINUED USE OF EASEMENT AREAS

1.1 Contingent Event. Some of the rights and limitations created by this Easement Use Agreement are dependent on the occurrence of an uncertain future event (a "Contingent Event"). For purposes of this Easement Use Agreement, a Contingent Event occurs if either: (1) Ownership of the Providence Easement Area (as defined in the Easement Agreement) or the right to use the Providence Easement Area is transferred to a public entity by condemnation or otherwise for purposes of constructing a road or highway, or (2) Providence and the Park District agree on a subsequent written instrument that a Contingent Event has occurred.

1.2 Continued Use of Providence Easement Area. Notwithstanding the easement granted in Article 2 of the Easement Agreement, the Park District shall have the right to use the Providence Easement Area as a golf course unless and until a Contingent Event occurs.

(a) Providence may not use the Providence Easement Area in any way that conflicts with the Park District's use of the Providence Easement Area prior to a Contingent Event.

(b) Following a Contingent Event, the Park District shall not have any right to use the Providence Easement Area in any way that is inconsistent with Providence's or a public entity's use of the Providence Easement Area.

(c) Prior to a Contingent Event, if a public entity seeks to acquire the Providence Easement Area by condemnation or otherwise for purposes of constructing a road or highway, Providence and the Park District shall jointly control all negotiations and settlement of the condemnation, sale, and all related matters. The parties shall reasonably cooperate in that regard.

(d) Prior to a Contingent Event, the Park District shall not encumber, sell, or transfer any portion of the Providence Easement Area without the express written consent of Providence, which consent cannot be unreasonably withheld.

1.3 Continued Use of Golf Course Easement Area. Notwithstanding the easement granted in Article 1 of the Easement Agreement, Providence shall have the right to use the Golf Course Easement Area (as defined in the Easement Agreement) for hospital, hospital related, or commercial uses until a Contingent Event occurs, during which time the Park District shall have the right to enter upon the Easement Area to conduct surveys and other preliminary investigations necessary to develop the land into a golf course, but it may not use the Golf Course Easement Area in any way that conflicts with Providence's use of the Providence Easement Area prior to a Contingent Event. The Park District may alter or remove the

vegetation on the Golf Course Easement Area only with Providence's written permission prior to a Contingent Event, which permission shall not be unreasonably withheld.

ARTICLE 2 TRANSFER OF TITLE TO EASEMENT AREAS

2.1 Following a Contingent Event, Providence shall not have any right to use the Golf Course Easement Area in a way that is inconsistent with the Park District's use of the Golf Course Easement Area; and Providence shall forthwith and without any additional consideration paid by the Park District, convey to the Park District by Statutory Warranty Deed the property described in Exhibit "A"; i.e., the Golf Course Easement Area, free of all debts and liens.

2.2 Following a Contingent Event, the Park District's continued use of the Providence Easement Area shall be only with the consent of Providence until fee title to Exhibit B, or portions thereof, have been transferred to a public entity by condemnation. Any portion of Exhibit B not taken and condemned for public right of way shall remain in the District's ownership and Providence's Easement for Hospital Uses shall terminate with respect to that portion of Exhibit B not taken by condemnation.

ARTICLE 3 GOLF COURSE CONSTRUCTION

3.1 Golf Course Construction. Upon a Contingent Event occurring, the Park District will realign and reconstruct the first nine holes of Chehalem Glenn as follows:

3.1.1 A complete new par 3 hole, including tee complex, approach, fairway and green complex, with such bunkers, traps and topography as specified in the golf course design, will be constructed on Exhibit A. The new par 3 hole will be designated as hole No. 5 in the first nine-hole course of Chehalem Glenn.

3.1.2 Hole No. 6 will be realigned by placing a new tee complex and a portion of a new fairway on Exhibit A, and realigning and reconfiguring on the Park District's property hole No. 6's remaining fairway, approach and green complex.

3.1.3 Existing hole No. 2, which will be taken by condemnation, will be realigned and reconstructed on the District's property, including the tee complex, approach, fairway and green complex.

3.1.4 The existing creek transversing Exhibit A will be dammed and its bottom lined to create a water hazard.

3.1.5 Two bridges, one for foot traffic and the other for golf cart and/or maintenance vehicles will be constructed.

3.1.6 Drainage and irrigation systems shall be constructed or realigned for holes 2, 5 and 6 compatible with the existing irrigation and drainage systems used throughout Chehalem Glenn, including any additional infrastructure necessary to address topological, geological and hydrological conditions unique to Exhibit A, all such drainage and irrigation to be specified by the Golf Course architect.

3.2 Golf Course Architect. Notwithstanding anything stated in Article 3.1, the scope of construction for holes 2, 5 and 6 shall be determined by the design of the Golf Course Architect and the specifications called for therein. The Golf Course Architect shall be William Robinson, the individual who designed Chehalem Glenn. In the event Mr. Robinson is unwilling or unable to undertake this project, the District shall employ another nationally known golf course architect of the District's choice, who has the same or better credentials and skill level as does Mr. Robinson. Once completed, the design for the construction of holes 2, 5 and 6 shall be binding on all parties.

3.3 Construction Specifications. Construction specifications for major work items, materials, irrigation systems, preparation of seed beds and seeding, maintenance after seeding, clean up, pond edge detail, pond lining and cart paths shall be the same as stated in the original bid specifications used in the construction of Chehalem Glenn's second nine hole course during 2006-2007, which specifications are on file in the Park District's Administration Offices and are available for inspection and copying.

3.4 Control of the Project and Public Contracting. The District shall employ The Golf Course Architect and the general contractor to perform the work. All work shall be considered a "public improvement," and the Park District shall comply with public contracting laws as set forth in ORS 279C.300, et seq., including public bidding or competitive proposals, paying prevailing wages, and the postings of bid and performance bonds. The Park District personnel shall oversee the project.

3.5 Payment of Construction.

3.5.1 Costs of Construction Defined. For purposes of this Agreement, costs of constructions shall include, but not be limited to:

- All Golf Architect fees.
- All Construction contractor's fees.
- All materials and supplies called for in the specifications.
- All governmental permit, inspection and land use planning fees.
- All attorney's fees incurred in land use planning and boundary adjustment issues necessary to incorporate Exhibit A into Chehalem Glenn.
- All lost revenue reasonably calculated by the District for "loss of play" during construction, seeding and the "grow in period" to properly establish the holes. In this regard, the parties acknowledge that "loss of play" could extend for a period of two years, recognizing that new holes must be planted in the fall and thereafter have a "grow-in period" of 12 to 16 months before play on them can begin. Chehalem Glenn's golf professional shall be the party to determine when it is appropriate for play to begin.

3.5.2 Payment of Costs of Construction.

3.5.2.1 All condemnation proceeds received by the Park District shall be held by the District and applied against the costs of construction. In the unlikely event that the condemnation proceeds exceed the costs of construction, any excess condemnation proceeds over the costs of construction shall remain the property of the Park District.

3.5.2.2 Providence shall pay the entire remaining costs of construction over the condemnation proceeds hereinafter referred to as the "short fall"; it being the understanding of the parties the Park District is not expected to be "out of pocket" for any expenses or lost revenue as a result of realigning and reconstructing holes 2, 5 and 6.

3.5.2.3 As soon as the amount of the shortfall is known within reasonable limits, Providence shall transfer in cash to the Park District the amount of the shortfall, which the District shall hold in a separate golf course construction account to pay the costs of construction as they arise. Upon demand and with reasonable notice, Providence, from time-to-time, shall pay to the Park District such additional amounts which may be due up to the time play resumes.

3.5.2.4 Upon requests by the Park District, and with reasonable notice, Providence shall demonstrate to the Park District it has put in place such internal budgeting and/or financial measures as may be necessary to have funds ready to cover the shortfall.

3.5.2.5 At the outset of the project, Chehalem Glenn and Providence shall establish a reasonable procedure, by mutual consent, for providing timely estimates to Providence of the expected costs of construction to be incurred by the District in relation to the project.

3.5.2.6 All costs of construction referred to in section 3.5.2 shall be limited to reasonable costs. Reasonable costs shall be defined as costs that are reasonably foreseeable based upon the golf course construction items enumerated above.

ARTICLE 4 TERMINATION

Upon mutual written agreement of the parties, a final siting of the Newberg-Dundee Bypass that does not use the Providence Easement Area, or any other decision by ODOT not to construct the Newberg-Dundee Bypass (a "Termination Event"), the Easement Agreement and this Easement Use Agreement shall terminate automatically, unless a Contingent Event has occurred. The parties shall execute such documents as are reasonably requested by the other to evidence such termination.

ARTICLE 5 MISCELLANEOUS

5.1 Maintenance. Until a Contingent Event occurs, the cost of maintenance and repairs in the Basement Areas shall be borne exclusively by the party desiring to have such maintenance or repair performed. Neither party may compel the other to perform or pay for maintenance or repair in the Basement Areas.

5.2 Taxes. The parties shall work together to eliminate or minimize property taxes paid on the Basement Areas. To the extent any real property taxes, assessments, or other charges against the Basement Areas arise, each party shall pay when due amounts owed on land that the party actually uses. If neither party actually uses one of the Basement Areas, the fee title owner shall pay amounts due.

5.3 Insurance. The parties shall each provide the other evidence that liability insurance with minimum combined limits of not less than \$1,000,000 is in force at all times relating to all activities, conditions, operations, and usages on or about the Basement Areas.

5.4 Hold Harmless. Each party shall hold harmless and indemnify the other party from any claims or liability arising out of the use of the Basement Areas by the indemnifying party, its agents, contractors, employees, guests, licensee, or invitees.

5.5 Warranty of Title and Quiet Enjoyment. Both parties warrant that they have marketable fee simple title to their respective properties, subject to no encumbrances which will unreasonably interfere with the other's use of Basement Areas as described above.

5.6 Waiver. No waiver of any breach of any of the easements, covenants, and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

5.7 Headings. The subject headings of the sections and paragraphs of this Easement Use Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

5.8 Attorney Fees/Specific Performance. In the event that either party initiates litigation or arbitration to enforce its rights hereunder and to enforce the Easement Use Agreement, the prevailing party in such action shall be entitled to receive all costs and reasonable attorney fees incurred in or prior to trial and on any appeal therefrom, in addition to any damages to which it is due by reason of such action. In the event either party shall fail to perform its obligations under this Easement Use Agreement and the Easement Agreement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief.

5.9 Arbitration.

(a) Arbitrable Claims. To the fullest extent permitted by law, disputes between the parties relating in any manner whatsoever to this Easement Use Agreement ("Arbitrable Claims") shall be resolved by arbitration.

(b) Procedure. Arbitration of Arbitrable Claims shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as amended from time to time ("AAA Rules"), as augmented in this Easement Use Agreement. Arbitration shall be initiated as provided by the AAA Rules, although the written notice to the other party initiating arbitration shall also include a statement of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable Claims. Either party may bring an action in court to compel arbitration under this Easement Use Agreement and to enforce an arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim. Notwithstanding the foregoing, either party may, at its option, seek injunctive relief. **THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO TRIAL BY JURY AS TO THE MARKING, EXISTENCE, VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.**

(c) Arbitrator Selection and Authority. All disputes involving arbitrable Claims shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the AAA Rules. The arbitrator shall have authority to award equitable relief, damages, costs, and attorney fees to the same extent that, but not greater than, a court would have. Unless awarded as part of a party's damages or costs, the fees of the arbitrator shall be split between both parties equally. The arbitration shall take place in Newberg, Oregon.

5.10 Governing Law. This Easement Use Agreement and the Easement Agreement shall be governed by and construed in accordance with the law of the State of Oregon.

5.11 Severability. If any term or provision of this Easement Use Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Easement Use Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

5.12 Replacement. This First Amended Easement Use Agreement replaces all prior easement use agreements executed between the parties, concerning the property described in Exhibits A, B and C, attached.

GRANTOR/GRANTEE:

PROVIDENCE HEALTH SYSTEM-OREGON,
dba PROVIDENCE HEALTH AND SERVICES OREGON
an Oregon non-profit corporation

By: Dani
Title: Chief Exec Real Estate

GRANTOR/GRANTEE:

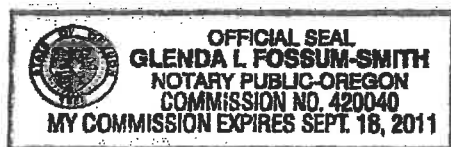
CHEHALEM PARK AND RECREATION DISTRICT,
a political subdivision of the State of Oregon

By: Dale Ragdale
Title: PRESIDENT

STATE OF OREGON)

COUNTY OF Multnomah)

The foregoing Easement Use Agreement was acknowledged before me this 21st day of April, 2011, by Dana White as Chief Executive, Real Estate of Providence Health System-Oregon dba Providence Health and Services Oregon, an Oregon nonprofit corporation.



Glenda L. Fossum-Smith
Notary Public for Oregon
My commission expires: Sept 18, 2011

STATE OF OREGON)

COUNTY OF Yamhill)

The foregoing Easement Use Agreement was acknowledged before me this 27th day of April, 2011, by MIKE RAGSDALE as BOARD PRESIDENT of Chehalem Park and Recreation District, a political subdivision of the State of Oregon.



Lisa Peltier

Notary Public for Oregon

My commission expires: 02.17.2012

EXHIBIT A

**Legal Description of Golf Easement Area
Tax Lot 3216-1903**

Being a part of the North half of the Donation Land Claim of Sebastian Brutscher and Mary Brutscher, his wife, Notification No. 1470, Claim No. 51 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, said part being more particularly described as follows:

BEGINNING AT A POINT on the south line of the north half of the Sebastian Brutscher D.L.C. No. 51, said point being S89°13'14"E, 3924.71 feet from the southwest corner of the north half of said D.L.C.; thence continuing on the south boundary of the north half of said D.L.C., S89°13'14"E 603.70 feet; thence N29°46'43"E 97.50 feet; thence N71°36'47"E 230.18 feet; thence N22°51'51"E 91.18 feet; thence N8°34'14"W 115.68 feet; thence N67°36'31"W 144.94 feet; thence N30°29'35"W 122.67 feet; thence S88°44'33"E 393.68 feet; thence S41°48'40"W 442.09 feet; thence SOUTH 170.25 feet to the POINT OF BEGINNING of the easement.

Containing 8.028 acres, more or less.

EXHIBIT B

**Legal Description of Providence Easement Area
Tax Lot 3216-2014**

A part of Parcel 2 of Partition 2003-32, situated in the South half of the Donation Land Claim of Sebastian Brutscher and Mary Brutscher, his wife, Notification No. 1470, Claim No. 51 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, said part being more particularly described as follows:

BEGINNING at the northwest corner of Parcel 2 of Partition 2003-32; thence southwesterly along the west line of said Parcel 2, along a 2015.20 foot radius curve concave to the southeast, a distance of 835.52 feet (chord bears S17°51'21"W 829.55 feet); thence N34°19'14"E 951.40 feet to the north line of said Parcel 2, being also the south line of the north half of the Brutscher Donation Land Claim No. 51; thence along the north line of said Parcel 2 and the south line of the north half of said Brutscher Claim No. 51, N89°13'14"W 282.08 feet TO THE POINT OF BEGINNING.

Containing 3.116 acres, more or less.

Providence/Park District Easement Agreement Diagram



1 inch = 250 ft.

DEC 31 2007



Chehalem Park and Recreation District

125 S. Elliott Road, Newberg, Oregon 97132
(503) 537-2909 • (503) 538-9669 Fax

To: Lisa Marie Ansell, Project Leader
Mid-Willamette Valley Area
885 Airport Road, Bldg P
Salem, OR 97301-4788
Date: December 14, 2007
Subject: Newberg Bypass, CPRD Impacts

We have evaluated the anticipated impacts on the Newberg Bypass on the Chehalem Park and Recreation District resources. You indicated that the Corridor and Design Options now being evaluated will have no adverse effect on the Ewing Young, The Dundee River, and Scott Leavitt Parks as defined under Section 4(f) in the Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy for Users (SAFETEA-LU).

The Bypass includes a design option (7.5C) that would impact the current configured Chehalem Glen Golf Course. Our master plan calls for relocation of this hole to the east. This information was provided to you by a letter from John Bridges Dated October 12, 2007. At this time, the land transactions and agreements to facilitate the relocation have occurred and the hole will be relocated as per the agreement with the hospital. The second nine holes on Fernwood were designed in anticipation of the Bypass alignment.

- As the jurisdictional owner of the parks listed above, we concur there are no adverse impacts to these recreational resources as defined under Section 4(f) in the Safe, Accountable, Flexible, Efficient Transportation Equity Act, A Legacy for Users (SAFETEA-LU). We also submit that Design Option 7.5C is preferred over Design Option 7.4C. The Design Option 7.5C and 7.4C are attached.

A handwritten signature in dark ink, appearing to read "W. Don Clements".

W. Don Clements, Superintendent
CHEHALEM PARK AND RECREATION DISTRICT

CC: BOARD OF DIRECTORS
JOHN BRIDGES

The Greens at Springbrook LLC, Grantor
4386 SW Macadam Ave, Ste 102
Portland, OR 97239

Chehalem Park and Recreation District, Grantee
125 South Elliott Rd
Newberg, OR 97132

After recording return to:
BROWN, TARLOW, BRIDGES & PALMER, P.C.
Attorneys at Law
515 East First Street
Newberg, Oregon 97132

Until a change is requested, all
tax statements shall be sent to:
No change

OFFICIAL YAMHILL COUNTY RECORDS
JAN COLEMAN, COUNTY CLERK
200708317 4:21:32 PM 4/27/2007
DNR-EDMR Cnt=1 Str=3 SUSIE
\$15.00 \$10.00 \$11.00 \$36.00

GOLF COURSE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that The Greens at Springbrook LLC does hereby grant an exclusive and perpetual easement unto Chehalem Park and Recreation District, a political subdivision of the State of Oregon (hereinafter "CPRD"), for the exclusive use as a golf course and all activities related thereto, the following described real premises in Yamhill County, Oregon, to-wit:

The legal description attached hereto as Exhibit "A" and depicted on Exhibit "B" by this reference made a part thereof.

SAID EASEMENT SHALL BE FOR THE EXCLUSIVE USE OF CPRD. No private facilities and/or private uses may encroach into this easement without written consent of CPRD.

This easement is subject to all prior easements of record.

TO HAVE AND TO HOLD the above described, and granted easement, unto CPRD forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is: \$135,925.00.

WITNESS my hand and seal this 23rd day of February, 2007.

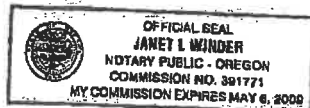
The Greens at Springbrook LLC
Oakridge Estates Development Corporation,
Managing Member

By: [Signature]
Jeffery D. Smith, President

STATE OF OREGON)
) ss.
County of Yamhill)

On this 23rd day of February, 2007, personally appeared the above named Jeffery D. Smith, President of Oakridge Estates Development Corporation, Managing Member of The Greens at Springbrook LLC, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:



[Signature]
Notary Public for Oregon
My commission expires: 5/6/08

FIRST AMERICAN TITLE 963731

EXHIBIT "A"

NOVEMBER 17, 2006

LEGAL DESCRIPTION

JOB NO. 07B4-0007
GOLF COURSE EASEMENT
THE GREENS AT SPRINGBROOK

A GOLF COURSE EASEMENT, IN TWO PARCELS, TO CHEHALEM PARKS AND RECREATION DISTRICT, IN THE SEBASTIAN BRUTSCHER DLC NO. 51 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, AND THE SOUTHEAST QUARTER OF SECTION 16 TOWNSHIP 3 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, CITY OF NEWBERG, YAMHILL COUNTY, OREGON, BEING A PORTION OF LOTS 219 AND 220 OF THE PLAT OF "THE GREENS AT SPRINGBROOK NO. 6", YAMHILL COUNTY DEED RECORDS AND ALSO A PORTION OF PARCEL 3 OF PARTITION PLAT 2003-32, YAMHILL COUNTY SURVEY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL I

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 219; THENCE ALONG THE EASTERLY BOUNDARY LINE OF PARCEL 2 OF SAID PARTITION PLAT 2003-32, NORTH 03°53'32" WEST, 224.10 FEET; THENCE NORTH 40°29'20" EAST, 96.79 FEET; THENCE LEAVING SAID LINE, SOUTH 09°06'21" WEST, 300.98 FEET TO THE POINT OF BEGINNING.

CONTAINS 7,585 SQUARE FEET.

PARCEL II

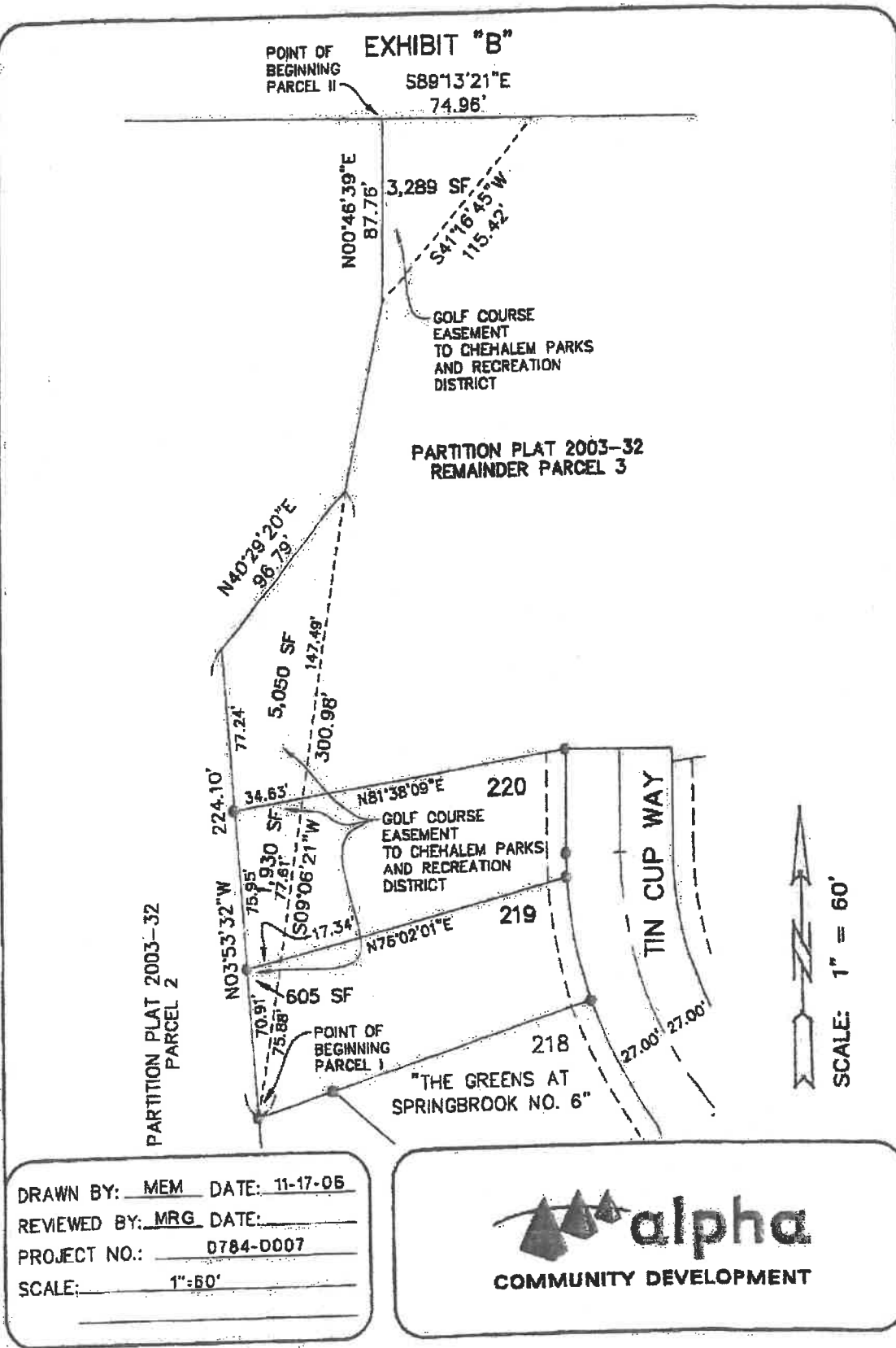
BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 3; THENCE ALONG THE NORTHERLY BOUNDARY LINE THEREOF, SOUTH 89°13'21" EAST, 74.96 FEET; THENCE LEAVING SAID LINE, SOUTH 41°16'45" WEST, 115.42 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF PARCEL 2 OF SAID PARTITION PLAT 2003-32; THENCE ALONG SAID LINE, NORTH 00°46'39" EAST, 87.76 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,289 SQUARE FEET.

THE BASIS OF BEARINGS IS PER PARTITION PLAT NO. 2003-32 OF THE YAMHILL COUNTY SURVEY RECORDS.

2/3

N:\proj\784-007\dwg\Survey\784-007EX3.dwg - SHEET: 8x11 Nov 28, 2006 - 8:48am mem



3/3

EASEMENT USE AGREEMENT

This EASEMENT USE AGREEMENT is made this ____ day of _____, 2007, by and between Providence Health System-Oregon ("Providence") and Chehalis Park and Recreation District (the "Park District"). This Easement Use Agreement supplements an Easement Agreement executed by Providence and the Park District on the same date set forth above.

RECITALS

- A. Providence is the owner of certain real property located in Yamhill County, Oregon, more particularly described in the Easement Agreement (the "Providence Property").
- B. The Park District is the owner of certain real property located in Yamhill County, Oregon, more particularly described in the Easement Agreement (the "Park District Property").
- C. The Easement Agreement exchanges easements between Providence and the Park District on portions of the Providence Property and the Park District Property.
- D. The Easement Agreement and this Easement Use Agreement are entered into in furtherance of the Memorandum of Understanding ("MOU") dated December 15, 2006.
- E. This Easement Use Agreement sets forth the parties' future obligation and current rights to use the Easements.
- F. In consideration of the mutual covenants and restrictions contained herein, both Providence and the Park District bargain and agree as follows:

AGREEMENT

ARTICLE 1 CONTINUED USE OF EASEMENT AREAS

1.1 Contingent Event. Some of the rights and limitations created by this Easement Use Agreement are dependent on the occurrence of an uncertain future event (a "Contingent Event"). For purposes of this Easement Use Agreement, a Contingent Event occurs if either: (1) ownership of the Providence Easement Area (as defined in the Easement Agreement) or the right to use the Providence Easement Area is transferred to a public entity by condemnation or otherwise for purposes of constructing a road or highway, or (2) Providence and the Park District agree in a subsequent written instrument that a Contingent Event has occurred.

1.2 Continued Use of Providence Easement Area. Notwithstanding the easement granted in Article 2 of the Easement Agreement, the Park District shall have the right to use the Providence Easement Area as a golf course unless and until a Contingent Event occurs.

(a) Providence may not use the Providence Easement Area in any way that conflicts with the Park District's use of the Providence Easement Area prior to a Contingent Event.

(b) Following a Contingent Event, the Park District shall not have any right to use the Providence Easement Area in a way that is inconsistent with Providence's or a public entity's use of the Providence Easement Area.

1.3 Continued Use of Golf Course Easement Area. Notwithstanding the easement granted in Article 1 of the Easement Agreement, Providence shall have the right to use the Golf Course Easement Area (as defined in the Easement Agreement) for hospital, hospital related, or commercial uses until a Contingent Event occurs.

(a) The Park District may not use the Golf Course Easement Area in any way that conflicts with Providence's use of the Providence Easement Area prior to a Contingent Event. The Park District may alter or remove the vegetation on the Golf Course Easement Area only with Providence's written permission prior to a Contingent Event.

Following a Contingent Event, the Providence shall not have any right to use the Golf Course Easement Area in a way that is inconsistent with the Park District's use of the Golf Course Easement Area.

ARTICLE 2 GOLF COURSE CONSTRUCTION

2.1 Relocation Project Cost and Management. All reasonable costs associated with relocating holes 2, 5, and 6 of Chehalis Glen Golf Course (the "Relocation Project") shall be paid by Providence. Prior to planning, design, and construction, the parties shall determine who will manage the Relocation Project. The party not managing the Relocation Project agrees to coordinate with the other party in planning, designing, constructing, and phasing of the Relocation Project, necessary to reopen the reconstructed course. Throughout the Relocation Project, the parties will work to minimize disruption of play on the course. The Park District will designate the Golf Course Architect for the Relocation Project. The design of the Relocation Project will match the style and amenities currently on the course.

ARTICLE 3 EASEMENT AGREEMENT TERMINATION

3.1 Termination. Upon mutual written agreement of the parties or a final siting of the Newberg-Dundee Bypass that does not use the Providence Easement Area (a "Termination Event"), the Easement Agreement and this Easement Use Agreement shall terminate automatically, unless a Contingent Event has occurred. The parties shall execute such documents as are reasonably requested by the other to evidence such termination.

ARTICLE 4 MISCELLANEOUS

4.1 Maintenance. The cost of maintenance and repairs in the Easement Areas shall be borne exclusively by the party desiring to have such maintenance or repair performed.

Neither party may compel the other to perform or pay for maintenance or repair in the Easement Areas.

4.2 Taxes. The parties shall work together to eliminate or minimize property taxes paid on the Easement Areas. To the extent any real property taxes, assessments, or other charges against the Easement Areas arise, each party shall pay when due amounts owed on land that the party actually uses. If neither party actually uses one of the Easement Areas, the fee title owner shall pay amounts due.

4.3 Insurance. The Parties shall each provide the other evidence that liability insurance with minimum combined limits of not less than \$1,000,000 is in force at all times relating to all activities, conditions, operations, and usages on or about the Easement Areas.

4.4 Hold Harmless. Each party shall hold harmless and indemnify the other party from any claims or liability arising out of the use of the Easement Areas by the indemnifying party, its agents, contractors, employees, guests, licensee, or invitees.

4.5 Warranty of Title and Quiet Enjoyment. Both parties warrant that they have marketable fee simple title to their respective properties, subject to no encumbrances which will unreasonably interfere with the other's use of Easement Areas as described above.

4.6 Waiver. No waiver of any breach of any of the easements, covenants, and/or agreements herein contained shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

4.7 Headings. The subject headings of the sections and paragraphs of this Easement Use Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

4.8 Attorney Fees/Specific Performance. In the event that either party initiates litigation or arbitration to enforce its rights hereunder, the prevailing party in such action shall be entitled to receive all costs and reasonable attorney fees incurred in or prior to trial and on any appeal therefrom, in addition to any damages to which it is due by reason of such action. In the event either party shall fail to perform its obligations under this Easement Use Agreement, the other party shall be entitled to require such performance by suit for specific performance or, where appropriate, through injunctive relief.

4.9 Arbitration.

(a) Arbitrable Claims. To the fullest extent permitted by law, disputes between the parties relating in any manner whatsoever to this Easement Use Agreement ("Arbitrable Claims" shall be resolved by arbitration.

(b) Procedure. Arbitration of Arbitrable Claims shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as amended from time to time ("AAA Rules"), as augmented in this Easement Use Agreement. Arbitration shall be initiated as provided by the AAA Rules, although the written notice

to the other party initiating arbitration shall also include a statement of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all Arbitrable Claims. Either party may bring an action in court to compel arbitration under this Easement Use Agreement and to enforce an arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any Arbitrable Claim. Notwithstanding the foregoing, either party may, at its option, seek injunctive relief. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS, INCLUDING, WITHOUT LIMITATION, ANY RIGHT TO TRIAL BY JURY AS TO THE MARKING, EXISTENCE, VALIDITY OR ENFORCEABILITY OF THE AGREEMENT TO ARBITRATE.

(c) Arbitrator Selection and Authority. All disputes involving Arbitrable Claims shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify the AAA and request selection of an arbitrator in accordance with the AAA Rules. The arbitrator shall have authority to award equitable relief, damages, costs, and attorney fees to the same extent that, but not greater than, a court would have. The fees of the arbitrator shall be split between both parties equally. The arbitrator shall have exclusive authority to resolve all Arbitrable Claims, including, but not limited to, whether any particular claim is arbitrable and whether all or any part of this Easement Use Agreement is void or unenforceable. The arbitrator shall be obligated to apply Oregon law.

4.10 Governing Law. This Easement Use Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

4.11 Severability. If any term or provision of this Easement Use Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Easement Use Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

GRANTOR/GRANTEE:

Providence Health System-Oregon, an
Oregon nonprofit corporation

By: Samy BurtName: TERRY L. SmithTitle: COO

GRANTOR/GRANTEE:

Chehalem Park and Recreation District

By: _____

Name: _____

Title: _____

State of Oregon)
County of Multnomah) SS

The foregoing Easement Use Agreement was acknowledged before me this 11th day of October, 2007, by Terry L. Smith as COO of Providence Health System-Oregon, an Oregon nonprofit corporation.

Glenda L. Fossum-Smith
Notary Public for Oregon
My Commission Expires: Sept 18, 2011



State of Oregon)
County of _____) SS

The foregoing Easement Use Agreement was acknowledged before me this _____ day of _____, 2007, by _____ as _____ of Chehalem Park and Recreation District.

Notary Public for _____
My Commission Expires: _____

Providence Health System-Oregon, Grantor and Grantee
Attn: Dana White
4706 N.E. Glisan, Suite 101
Portland, Oregon 97213

Chehalem Park and Recreation District, Grantor and Grantee
125 South Elliot Road
Newberg, Oregon 97132

Until a change is requested, all
tax statements shall be sent to: No change.

After recording return to:
Miller Nash, LLP
Attn: Phillip E. Grillo
111 S.W. Fifth Avenue, Suite 3400
Portland, Oregon 97204

EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made this ____ day of _____, 2007, by and between Providence Health System-Oregon ("Providence") and Chehalem Park and Recreation District (the "Park District").

RECITALS

- A. The Park District desires to obtain an easement from Providence for a portion of the Providence Property, as described on Exhibit A and shown on Exhibit C attached hereto (the "Golf Easement Area").
- B. Providence desires to obtain an easement from the Park District for a portion of the Park District Property, as described on Exhibit B and shown on Exhibit C attached hereto (the "Providence Easement Area").
- C. This Easement Agreement is being executed in furtherance of the parties' Memorandum of Understanding dated December 15, 2006.
- D. In consideration of the mutual covenants and restrictions contained herein, both Providence and the Park District bargain and agree as follows:

AGREEMENT

ARTICLE 1 PARK DISTRICT EASEMENT

1.1 Grant of Easement. Providence hereby grants to the Park District an exclusive easement on, over, under, and across the Golf Course Easement Area for Golf Course Uses.

1.2 Use. Golf Course Uses shall include uses or activities related to playing golf or maintaining a golf course. The phrase "Golf Course Uses" shall be interpreted broadly.

ARTICLE 2 PROVIDENCE EASEMENT

2.1 Grant of Easement. The Park District hereby grants to the Providence an exclusive easement on, over, under, and across the Providence Easement Area for Hospital Uses.

2.2 Use. Hospital Uses shall include construction, operation, and maintenance of hospitals or medical commercial space, including any infrastructure such as roads or highways. The phrase "Hospital Uses" shall be interpreted broadly.

ARTICLE 3 TERMS

3.1 Running with Land. All rights and obligations contained within this EASEMENT AGREEMENT shall run with the land.

3.2 Modification. This EASEMENT AGREEMENT may only be modified, supplemented, or amended by a written instrument executed by Providence and the Park District.

GRANTOR/GRANTEE:

Providence Health System-Oregon, an Oregon
Nonprofit Corporation

By: Terry L. Smith

Name: Terry L. Smith

Title: COO

GRANTOR/GRANTEE:

Chehalem Park and Recreation District

By: _____

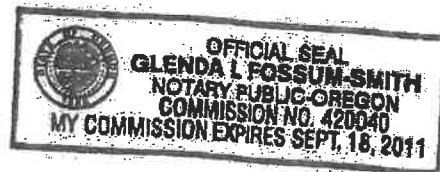
Name: _____

Title: _____

State of Oregon)
County of Multnomah) SS

The foregoing EASEMENT AGREEMENT was acknowledged before me this 11th day of OCTOBER, 2007, by Terry L. Smith as COO of Providence Health System, an Oregon nonprofit corporation.

Glenda L. Fossum-Smith
Notary Public for Oregon
My Commission Expires: Sept. 18, 2011



State of Oregon)
) SS
County of _____)

The foregoing EASEMENT AGREEMENT was acknowledged before me this _____ day of _____, 2007, by _____ as _____ of Chehalem Park and Recreation District.

Notary Public for _____
My Commission Expires: _____

EXHIBIT A

Legal Description of Golf Easement Area Tax Lot 3216-1903

Being a part of the North half of the Donation Land Claim of Sebastian Brutscher and Mary Brutscher, his wife, Notification No. 1470, Claim No. 51 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, said part being more particularly described as follows:

BEGINNING AT A POINT on the south line of the north half of the Sebastian Brutscher D.L.C. No. 51, said point being S89°13'14"E, 3924.71 feet from the southwest corner of the north half of said D.L.C.; thence continuing on the south boundary of the north half of said D.L.C., S89°13'14"E 603.70 feet; thence N29°46'43"E 97.50 feet; thence N71°36'47"E 230.18 feet; thence N22°51'51"E 91.18 feet; thence N8°34'14"W 115.68 feet; thence N67°36'31"W 144.94 feet; thence N30°29'35"W 122.67 feet; thence S88°44'33"E 393.68 feet; thence S41°48'40"W 442.09 feet; thence SOUTH 170.25 feet to the POINT OF BEGINNING of the easement.

Containing 8.028 acres, more or less.

EXHIBIT B

Legal Description of Providence Easement Area Tax Lot 3216-2014

A part of Parcel 2 of Partition 2003-32, situated in the South half of the Donation Land Claim of Sebastian Brutscher and Mary Brutscher, his wife, Notification No. 1470, Claim No. 51 in Township 3 South, Range 2 West of the Willamette Meridian in Yamhill County, Oregon, said part being more particularly described as follows:

BEGINNING at the northwest corner of Parcel 2 of Partition 2003-32; thence southwesterly along the west line of said Parcel 2, along a 2015.20 foot radius curve concave to the southeast, a distance of 835.52 feet (chord bears S17°51'21"W 829.55 feet); thence N34°19'14"E 951.40 feet to the north line of said Parcel 2, being also the south line of the north half of the Brutscher Donation Land Claim No. 51; thence along the north line of said Parcel 2 and the south line of the north half of said Brutscher Claim No. 51, N89°13'14"W 282.08 feet TO THE POINT OF BEGINNING.

Containing 3.116 acres, more or less.

Providence/Park District Easement Agreement Diagram



**PURCHASE AND SALE AGREEMENT
FOR A GOLF COURSE EASEMENT**

This Purchase and Sale Agreement for a Golf Course Easement ("Agreement") is entered into between the Greens at Springbrook LLC ("Seller"), Providence Health System ("Purchaser"), and Chehalem Park and Recreation District ("Beneficiary") as the parties to this Agreement, collectively referred to as the Parties.

Dated: March 30, 2007.

Among: Providence Health System
Attention: Dana White
4706 N.E. Glisan, Suite 101
Portland, Oregon 97213

Chehalem Park and Recreation District
Attention: Don Clements
125 S. Elliott Road
Newberg, Oregon 97132

The Greens at Springbrook LLC
Attention: Jeff Smith
J.T. Smith Companies
4386 S.W. Macadam Avenue, Suite 102
Portland, Oregon 97239

Legal description: A GOLF COURSE EASEMENT, IN TWO PARCELS, TO CHEHALEM PARKS AND RECREATION DISTRICT, IN THE SEBASTIAN BRUTSCHER DLC NO. 51 LOCATED IN THE SOUTHWEST QUARTER OF SECTION 15, AND THE SOUTHEAST QUARTER OF SECTION 16 TOWNSHIP 3 SOUTH, RANGE 2 WEST, WILLAMETTE MERIDIAN, CITY OF NEWBERG, YAMHILL COUNTY, OREGON, BEING A PORTION OF LOTS 219 AND 220 OF THE PLAT OF "THE GREENS AT SPRINGBROOK NO. 6", YAMHILL COUNTY DEED RECORDS AND ALSO A PORTION OF PARCEL 3 OF PARTITION PLAT 2003-32, YAMHILL COUNTY SURVEY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 219; THENCE ALONG THE EASTERLY BOUNDARY LINE OF PARCEL 2 OF SAID PARTITION PLAT 2003-32, NORTH 03°53'32" WEST, 224.10 FEET; THENCE NORTH 40°29'20" EAST, 96.79 FEET; THENCE LEAVING SAID

LINE, SOUTH 09°06'21" WEST, 300.98 FEET TO THE
POINT OF BEGINNING.

CONTAINS 7,585 SQUARE FEET.

PARCEL II

BEGINNING AT THE NORTHWEST CORNER OF SAID
PARCEL 3; THENCE ALONG THE NORTHERLY
BOUNDARY LINE THEREOF, SOUTH 89°13'21" EAST,
74.96 FEET; THENCE LEAVING SAID LINE, SOUTH
41°16'45" WEST, 115.42 FEET TO A POINT ON THE
EASTERLY BOUNDARY LINE OF PARCEL 2 OF SAID
PARTITION PLAT 2003-32; THENCE ALONG SAID LINE,
NORTH 00°46'39" EAST, 87.76 FEET TO THE POINT OF
BEGINNING.

CONTAINS 3,289 SQUARE FEET.

THE BASIS OF BEARINGS IS PER PARTITION PLAT
NO. 2003-32 OF THE YAMHILL COUNTY SURVEY
RECORDS.

Recitals:

- A. Seller. Seller owns certain retail property in a subdivision plat in Yamhill County, Oregon, known as "The Greens at Springbrook," more particularly described in Exhibits A and B, from which a golf course easement will be granted.
- B. Beneficiary. Beneficiary owns and operates a public golf course adjacent to the Greens at Springbrook that will benefit from the use of the golf course easement referred to above.
- C. Purchaser. Purchaser owns and operates a hospital and related real property adjacent to Beneficiary's public golf course and the Greens at Springbrook. Purchaser may benefit if the location of the golf course is moved within the easement referred to above.
- D. Purpose. The purpose of this Agreement is to memorialize the purchase and sale of a golf course easement between the Parties (attached as Exhibits A, B, and C). This Agreement begins to fulfill the provisions of the Memorandum of Understanding ("MOU") dated December 15, 2006, between the Parties, attached as Exhibit D. The overall purpose of this transaction is to begin to facilitate the eventual alignment of the Newberg-Dundee Bypass ("Bypass") so that the resulting alignment protects more of the development portion of the Providence Newberg Medical Center campus, while at the same time protecting Beneficiary's golf course. This purpose is consistent with the purpose of the above-referred MOU.

- E. Notice. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.


For value the Parties agree as follows:

1. Terms. Purchaser agrees to purchase a golf course easement (attached as Exhibits A, B, and C) from Seller for \$135,925 for the benefit of Beneficiary. This sum shall be paid by March ____, 2007. Seller agrees to grant and convey a golf course easement (attached as Exhibits A, B, and C) to Beneficiary. The easement shall be conveyed directly from Seller to Beneficiary upon payment noted above. In return, Beneficiary agrees to reserve and reasonably encumber land described in Exhibits 1 and 2 in the MOU, Exhibit D, for the possible realignment of the Bypass, as provided in the MOU, Exhibit D, which actions by the Beneficiary shall occur simultaneously when Purchaser has, as provided in paragraph 4C of the MOU, granted Beneficiary an easement over the land shown on Exhibits 1 and 2 of the MOU that in the future will be gifted to Beneficiary for the possible realignment of the golf course. The easement shall be superior in priority to any debts, liens, and encumbrances on the property. Purchaser also agrees to record a ten-year first right of refusal title exception on the southeast corner of Tax Lot R3216 01903 to the benefit of Seller as shown within Exhibit 2 of the above-referenced MOU, by March ____, 2007.
2. Breach of Obligations. In the event any Party shall fail to perform its obligations under this Agreement, either of the other Parties shall be entitled to require such performance by suit for specific performance or, when appropriate, through injunctive relief. Such remedies shall be in addition to any other remedies afforded under Oregon law.
3. Attorney Fees. In the event of any litigation, arbitration, or mediation arising under this Agreement, the prevailing Party shall recover from the losing Party the prevailing Party's reasonable attorney fees as trial or on appeal as adjudged by the trial or appellate court.


4. Enforceability. This Agreement shall be independently enforceable, regardless of the occurrence or non-occurrence of any events or intents specified in the MOU, attached as Exhibit D, and not specified in this Agreement.

It is hereby agreed by the Parties.

Dated: _____


Dana White Terry Smith
Providence Health System

Dated: 3-30-07


Don Clements
Chehalis Park and Recreation District

Dated: 3.22.07


Jeff Smith
The Greens at Springbrook LLC

MEMORANDUM OF UNDERSTANDING
December 15, 2006

This Memorandum of Understanding ("MOU") is entered into between Providence Health System (the "Hospital"), the Chehalem Park and Recreation District (the "Park District"), and the Greens at Springbrook LLC ("Springbrook LLC"), collectively referred to as the Parties.

WHEREAS, the Hospital has considered donating certain land to the Park District in order to facilitate an alignment of the Newberg-Dundee Bypass (the "bypass") that protects more of the developable portion of its medical center campus. This donation would also allow the Park District to amend its master plan and realign holes 2, 5, and 6 of its Springbrook Golf Course, and in doing so remove the so-called "4F" designation on a portion of its property shown in Exhibits 1 and 2. The District believes that the resulting realignment of the course would not reduce its playability. The realignment of hole 6 affects several lots in an adjacent subdivision owned by Springbrook LLC. If easements on portions of these lots owned by Springbrook LLC as shown on Exhibit 3, are purchased by the Hospital and transferred to the Park District, Springbrook LLC believes that this transfer would benefit Springbrook LLC.

WHEREAS, the Parties intend to work together in good faith for their mutual benefit, to transfer land among themselves and to take other action as they deem appropriate, to carry out the purposes of this MOU.

WHEREAS, the Parties intend that the realignment of holes 2, 5, and 6 would be at no cost to the Park District, with all such construction costs paid by the Hospital less condemnation proceeds attributable to the bypass.

WHEREAS, the purpose of this MOU is to set forth the intent of the Parties and to outline actions that the Parties intend to take to facilitate a potential alignment of the bypass that protects more of the developable portion of the Hospital's medical center campus. This MOU is also intended to outline actions that the Parties intend to take to facilitate the potential realignment of holes 2, 5, and 6 of the Park District's golf course.

WHEREAS, this MOU describes the parties overall intent and the initial steps the parties intend to take to carry out the above mentioned purposes, now, the parties therefore acknowledge their intent as follows:

1. The Hospital will give to the Park District certain real property generally shown in Exhibit 1. This gift will allow the Park District to agree to move the alignment of the bypass over part of the golf course so that it protects more of the developable portion of the Hospital's medical center campus. This gift will also allow the Park District to redesign holes 2, 5, and 6. The Hospital and the Park District intend that the resulting reconfiguration of the golf course will not involve any out-of-pocket costs by the District; and the reconfiguration will be designed by Bill Robinson, Golf Course Architect.

2. Springbrook LLC intends to grant an easement to the Park District over several lots in its subdivision in the general location shown on Exhibits 1 and 2. This easement will allow the Park District to realign hole 6 along the back portion of these lots.

3. The Parties intend to cooperate on any land use approvals required to carry out the purposes of this agreement.

4. Initially, the Parties intend to take the following action within a reasonable period of time, as a showing of good faith:

A. On or before January 31, 2007, the Hospital intends to enter into a Purchase and Sale Agreement with Springbrook LLC to purchase the needed 6th fairway easement that Springbrook LLC will grant to the Park District as described in paragraph 2 above, for \$12.50 per square foot (approximately \$135,000).

B. On or before January 31, 2007, Springbrook LLC intends to grant the Park District an easement over certain land, generally shown on Exhibits 1, 2, and 3 to allow this land to be used for the realignment of the 6th fairway of the golf course.

C. The Hospital intends to grant the Park District an easement over certain land, generally shown on Exhibits 1 and 2, to reserve this land for the gift which will be necessary for the possible realignment of the golf course.

D. The Park District intends to reserve and reasonably encumber to the Hospital's satisfaction the land designated in Exhibits 1 and 2 for the possible realignment of the bypass.

E. The Hospital intends to grant Springbrook LLC a right of first refusal over certain land, generally shown on Exhibits 1 and 2, to allow Springbrook LLC an opportunity to purchase this land for future residential use.

F. The Hospital will demonstrate, to the Park District's satisfaction, that it will have the financing in place necessary to complete the golf course realignment and to reimburse the District for any loss of income due to construction.

5. The Parties intend to immediately negotiate the terms of an agreement implementing items 4 A-F above, and to otherwise carry out the purpose and intent of this MOU.

6. This MOU is only a statement of mutual intent by the Parties and not a binding agreement. This MOU does not obligate the Parties to take any of the above-mentioned actions.

This Memorandum of Understanding is hereby acknowledged by the following
Parties on the _____ day of _____, 2006.



Dana White
Providence Health System



Don Clements
Chehalem Park and Recreation District

Jeff Smith
The Greens at Springbrook LLC

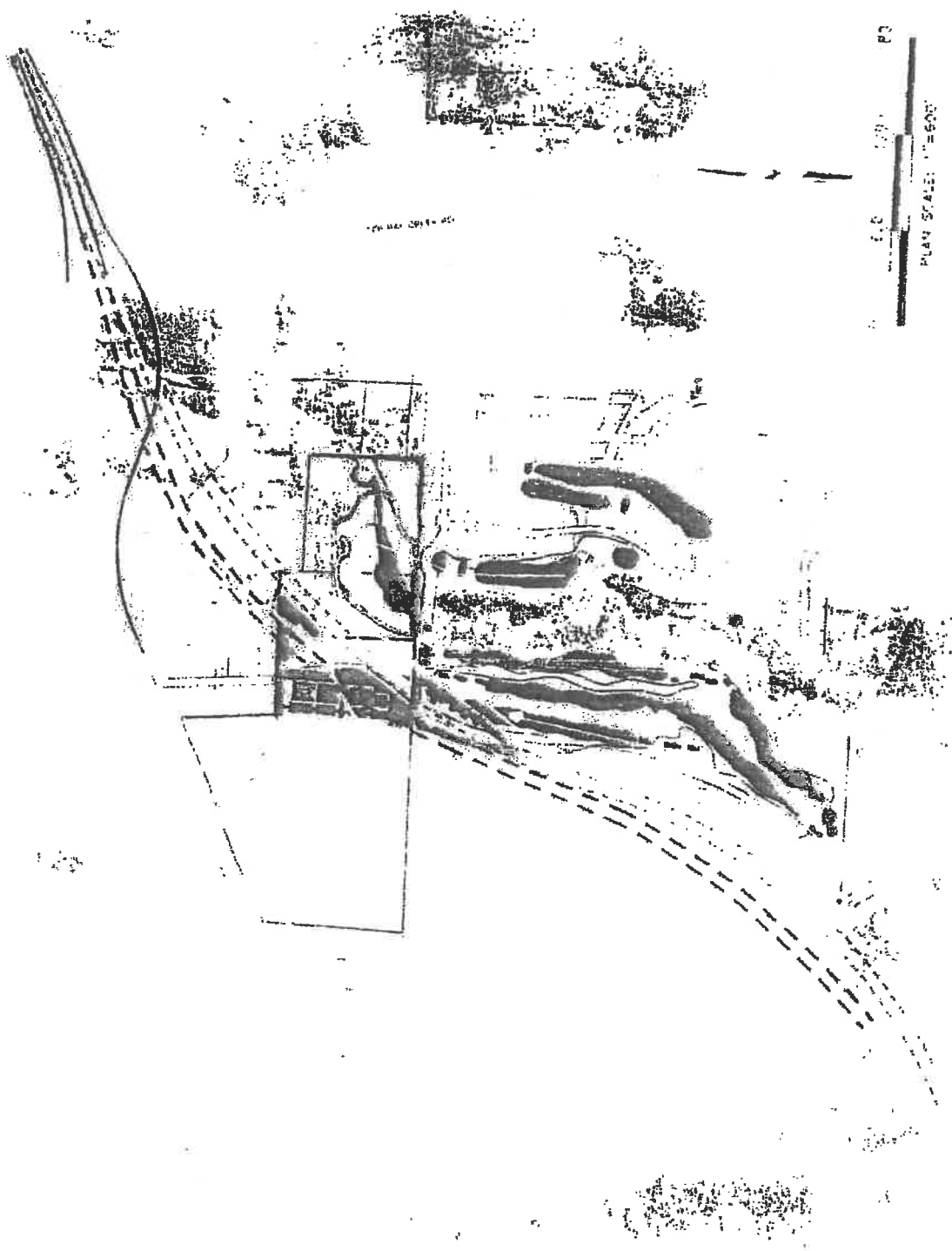


Exhibit 2

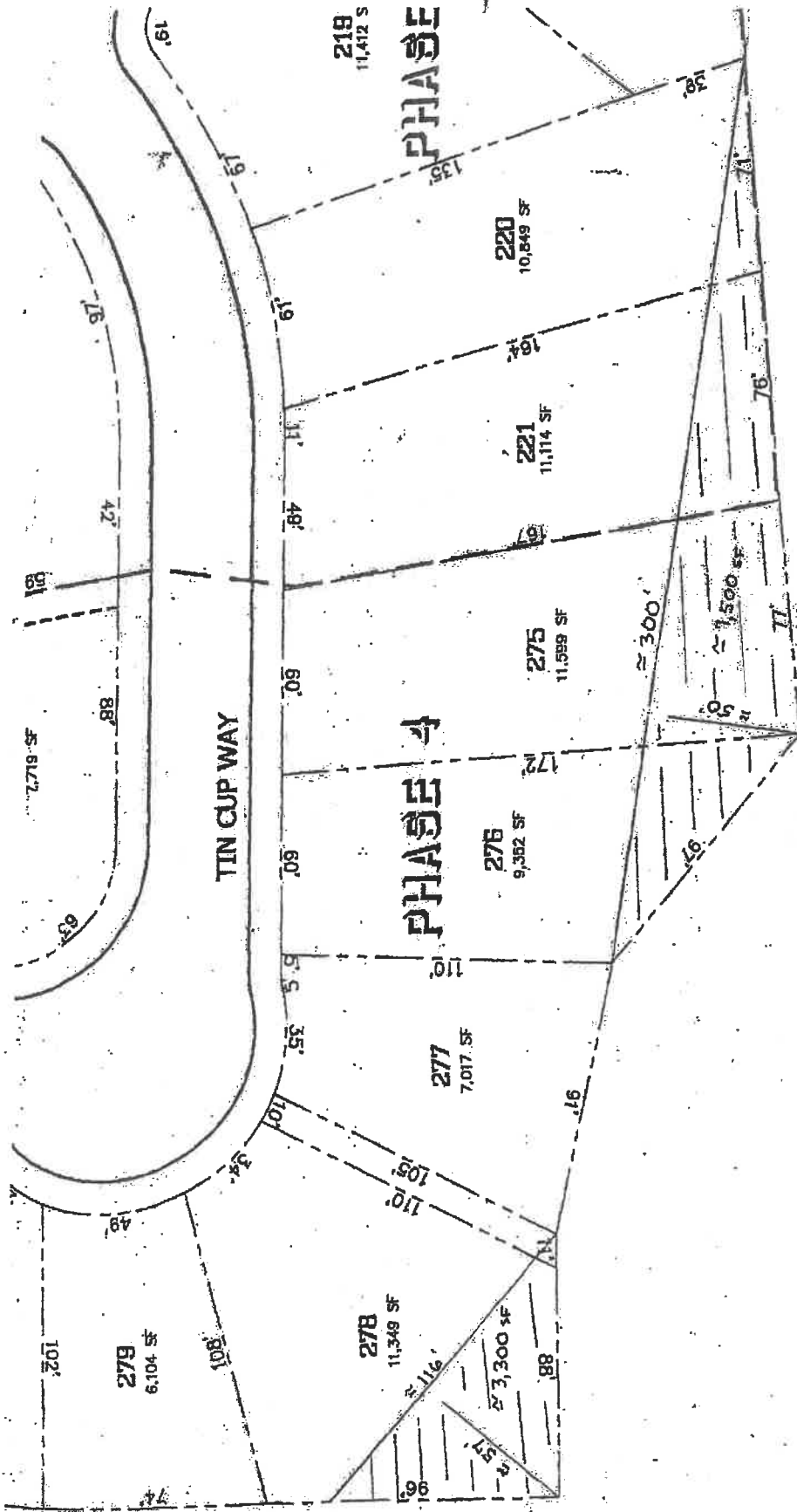


Exhibit 3

Parks Activity Report, June/July 2021

Sander Estate Park

Sara Cantine (Scott Edwards Architecture) has submitted the Sander Estate Plan to the City of Dundee as of June 23. The Planning Review should be completed in August. It is set to go before Dundee City Council September 21 at a regular Council Meeting. Please see attached minutes in the packet.

Crabtree park

We have been working with Page Knudsen, Yamhill County with a culvert repair on Knudsen lane at the entrance to the Park. We have come to find that there is no legal easement for the use of the shared driveway owned by Knudsen Vineyards. Page has had her Lawyer draft an easement for the shared access of the property and we are working on engineering and replacing the Culvert at the entrance to Knudsen Lane. I accepted the AKS Engineering Proposal as the Culvert Replacement Project engineers. They have completed the topographic survey and have submitted an ODFW fish passage exemption request. The OFWD exemption would allow us to replace the culvert 'in-kind' rather than constructing a new fish culvert. AKS has proposed to ODF&W that we Replace the culvert as sized and mitigate the downstream section of the culvert to improve fish habitat. This option would not affect the Knudsen property other than the culvert replacement. If the exemption is not accepted further engineering and streambed reparations will have to occur, either way this will not be completed this year.

Aquatic and Fitness Center, Cultural Center

We are still having HVAC issues and are trying to resolve with the Architects, contractors, engineers and representatives of ASHP's. Engineering of the solution has been finalized. Triplett Wellman is currently sourcing equipment components and contracts for the work to be performed.

Development

We did receive the Grant to fund the Hess Creek crossing on the Newberg/Dundee Bypass Trail. We have been working with Alan Thompson-Formula Programs Manager (ODOT) and have Received the agreement back from ODOT to be signed and begin the Newberg Dundee Bypass Trail Project. We advertised and posted RFP for Professional Design Services and received 2 submitted proposals, GreenWorks and NV-5. I would recommend the Proposal from GreenWorks for the Newberg Dundee Bypass Trail Professional Design Services. We continue to work with Greenworks on the development of the 219 property. The property is zoned EF 80 (exclusive farm use) and there are ODOT mitigated areas within the property that are required to remain in perpetuity. With discussions between John Bridges, the County and myself, Ken Friday has mentioned that we may need to have our Park Masterplan approved by the County. John Bridges suggested that we hire a consultant planner to help through this process. I have asked for proposals from Planners with this type of experience to move forward with the process to be recommended at the September Board Meeting. An RFP for the Ewing Young Trail Bridge has been advertised and is on our website. Proposals due back Bid Closing/Opening: Tuesday, August 24, 2021 at 4:00 PM.

Parks

We have been preparing fields, working on trails-drainage and adding surface material, updating the Dog Park, irrigation, adding Playground surface material, maintaining and mowing our other properties -219, drainages, Sander Estate, Rilee property, Schaad Park. The splashpad at Rotary park is open and being enjoyed by many. We have seen an enormous increase in the Park shelter reservations within our parks.

Chehalem Glenn

Amenities (water coolers, ball washers, benches and bunker rakes) are back onto the golf course. We continue with increased play over previous years.

Safety

We have had 2 recent trainings required by OSHA, Heat and Air Quality related-Wildfire Smoke for those of us in the District that work in outdoor settings. With the rise in Covid #'s we have Masked up in all of our indoor facilities and are requiring masks be worn indoors per the Governor's requirement.

Parks Summary

Month of: May/June 2021

Park Name	Hours worked
Armory	42.00
Billick/Dundee	24.00
CAFC	124.00
Cultural Center	48.00
Chehalem Valley M.S	14.00
College	8.00
Community Center	23.00
Crabtree	18.00
Crater Ballfields	82.00
Dundee Park	10.50
Dundee River Park	0.00
Elliott Road	20.00
Ewing Young	120.00
Falcon Crest Park	32.00
Fortune Park	16.00
Friends Park	24.00
Tom Gail Park	24.00
Gladys Park	16.00
Chehalem Glenn G.C.	8.00
Herbert Hoover Park	24.00
Jaquith Park	36.00
Jaquith Ball Fields	102.00
Memorial/Scout House	24.00
Mountainview	8.00
Oak Knoll Park	3.00
Oaks Park	10.00
Other District Land	36.00
Pre-School	21.50
Pride Gas	8.00
Renne Fields	12.00
Riley Park	76.00
Rotary Park	28.00
Sander Park	8.00
Schaad Park	24.00
Scott Leavitt Park	8.00
Senior Center	42.00
Spring Meadow	12.00
Waste Mngt	16.00
vacation/holiday/sick/comp	89.00
Wilsonville Property	36.00
Youth Building	12.00
<u>Total</u>	1289.00

Aquatic & Fitness Center

- COVID operational restrictions were lifted June 30th by the Governor's office
- July 5th lap and public swim returned to a drop-in system; hot tub, saunas and locker rooms were reopened
- Facility hours were extended to 10:00pm Monday-Thursday also starting July 5th

Fitness Center

- July operations were on full summer (post COVID) schedule

Aquatic Center

- Weekday scheduling for both natatoriums remained consistent with last month

Facility Maintenance

- Janitorial services were brought back on 6 days a week starting the week of July 5th (Mon - Sat)
- Robots are still being put into each pool every night due to perlite being pushed back into the pools.
- TV's in cardio row of the weight room are still not working. According to Richard, Direct TV will be installed in our building on Monday, Aug. 23rd.

Memberships

- Monthly and quarterly membership sales and auto renewals continued through July
- Membership card scanners are being replaced for full compatibility with ActiveNet's most recent software and security updates. We are waiting for the arrival of the hardware and software for installation this fall.

Program Development & Registration

- Registration opened up for SUP Yoga (stand up paddle board) in August. Offering 8 classes throughout August & September. Most classes have already filled to capacity.
- Lifeguard training set for July 19-30th was cancelled due to low enrollment. We were able to accommodate our single registered candidate by making use of Red Cross' blended program learning format. All classroom work was completed online and the candidate then came to us for a condensed skills practice sessions and final evaluation.
- Summer swim lessons continued uninterrupted through the month
 - We moved to post COVID modified swim lessons with instructors being placed back in the water working face to face and hands on with the children (we had many happy parents)
 - All classes filled quickly (once the instructors got back in the water)
 - Dayton Summer School joined us for 4 weeks of swim lessons
 - Our summer water safety learn-to-swim instructor squad maxed at 10 plus 2 substitutes. Two instructors gave notice for the end of July. We have been short staffed since but have managed to accommodate all group lessons and a number of private lessons for each of the July sessions.

Clubs/Teams

- Team practices started their summer schedule
 - Chehalem Swim Team's summer program continues
 - CST hosted a COVID friendly dual meet on Saturday & Sunday July 17-18
 - Newberg Water Polo Club continued their summer program
 - July 9-11 NWPC hosted a big polo tournament
 - Polo took several team members to Junior Olympics in Texas the end of July

Aquatic & Fitness Center Staff

- Lifeguards are now placed in the tower for all team practices as well as competitive events (effective July 1)
- We lost two staffers at months' end to cross country vacation/college destinations
- Staff scheduling was routine with added training shifts

Rentals & Special Events

- Private leisure pool parties
 - We had three private parties in July
 - These events are usually in celebration of a birthday
 - Back patio was also rented
- Competition pool rentals
 - Forest Grove Swim team continued to practice at our facility 3 times a week through August 7
 - Beaverton Area Aquatic Club hosted a very successful evening swim meet on Saturday, July 3
 - Cari Blanchard rented practice time for a girls Junior Olympic Water Polo team

Management Projects

- Data entry of summer activities into activenet
- Keeping the website and fliers updated with the constant OHA changes

Financial Reports

- June and July financial reports have been prepared and are separate documents
- Year End 2020-2021
 - Outstanding Accounts Receivable
 - Private Lessons 6 Clients \$513.00
 - Facility Use 1 Client \$18.00
 - Total 7 Clients \$531.00
 - Year End Inventory On Hand \$1,532.86
- Year End Financial Synopsis (Based on monthly financial reports generated by Springbrook – Not Final Audits)

	Revenue	Expenditure	Shortfall	Cost Recovery (%)	Notes
Year End 2017-2018	\$484,989	\$636,423	-\$151,434	76%	Old Pool (6/1/18 – 6/30/18 New Pool)
Year End 2018-2019	\$839,269	\$1060,079	-\$220,810	79%	New Pools; Fitness Center, in 2/19
Year End 2019-2020	\$819,356	\$1,001,945	-\$152,590	82%	COVID 3/17/20 - 6/30/21; 13 wks closed Highly modified programs; attendance numbers restricted
Year End 2020-2021	\$455,591	\$808,388	-\$352,797	56%	COVID 7/1/20 – 6/30/21; 12 wks closed Highly modified programs; attendance numbers restricted

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

Activity Financial Report - June 2021		Department - Aquatics 451						
COVID-19 - Facility Open								
EXPENDITURES		June '20	June '21	Yr to Date '19/20	Yr to Date '20/21	Year End 18/19	Year End 19/20	Est June 20/21
Aquatics - 451:								
Personnel Services								
Aquatic Supervisor	\$1,532.50	\$1,533.43		\$18,161.41	\$18,087.06	\$17,209.44	\$18,161.41	\$19,166.00
Admin Coordinator 451.110032	\$0.00			\$503.70			\$503.70	
Secretary I	\$2,891.32			\$27,906.97		\$18,760.83	\$27,906.97	
Secretary II	\$0.00			\$21,614.91		\$30,126.77	\$21,614.91	
Aquatic Coordinator	\$3,761.49	\$3,761.48		\$44,146.56	\$47,887.68	\$42,098.37	\$44,146.56	\$47,066.00
Aquatics Specialist	\$3,090.66	\$2,734.06		\$35,985.33	\$38,978.32	\$34,510.41	\$35,985.33	\$38,722.00
Guards	\$3,610.09	\$10,953.35		\$146,903.66	\$96,234.31	\$181,090.90	\$146,903.66	\$178,471.00
Cashiers	\$3,015.31			\$62,866.10		\$57,179.60	\$62,866.10	
Instructors	\$158.77	\$3,738.41		\$45,056.24	\$22,257.76	\$58,787.83	\$45,056.24	\$67,429.00
Coaches	\$0.00			\$725.34		\$1,143.07	\$725.34	\$1,710.00
Group Fitness Instructors	\$409.46	\$1,019.99		\$10,725.12	\$8,135.43	\$503.63	\$10,725.12	\$18,638.00
Personal Trainer		\$204.00		\$866.75	\$1,541.17		\$866.75	\$2,750.00
FC Monitor	\$5,141.77	\$1,343.86		\$5,211.29	\$29,656.44		\$5,211.29	\$12,012.00
Lead Guard		\$538.58			\$4,835.35			\$36,039.00
Total Personnel Services	\$23,611.37	\$25,827.16		\$420,673.38	\$267,613.52	\$441,410.85	\$420,673.38	\$422,003.00
Materials & Services:								
Office Supplies	\$117.48	\$133.88		\$4,524.37	\$4,220.66	\$4,229.19	\$4,524.37	\$5,510.00
Postage Supplies	\$3.85	\$20.06		\$273.40	\$131.97	\$278.84	\$273.40	\$4,450.00
Program Supplies	\$490.00	\$4,330.00		\$12,627.25	\$16,357.60	\$11,688.40	\$12,627.25	\$15,000.00
Small Tools	\$1,644.09			\$26,447.01	\$75.86			
Chemical & Agricultural Supplies		\$7,720.51		\$3,099.92	\$33,708.33	\$28,883.48	\$26,447.01	\$29,900.00
Store Supplies		\$1,096.84			\$2,403.54	\$6,572.47	\$3,099.92	\$7,500.00
Classifieds				\$57.25			\$57.25	\$625.00
Brochure						\$386.09		\$1,450.00
Flyers	\$59.35	\$56.05		\$1,318.30	\$676.61	\$1,241.25	\$1,318.30	\$4,850.00
Professional Dues	\$45.70	\$180.94		\$3,487.28	\$4,163.75	\$4,289.68	\$3,487.28	\$3,810.00
Conference/Workshops				\$902.50	\$179.04	\$1,178.67	\$902.50	\$1,200.00
Staff Mileage		\$72.35		\$270.28	\$82.61	\$176.75	\$270.28	\$350.00
Staff Expenses		\$7.98		\$673.69	\$1,396.79	\$1,114.86	\$673.69	\$1,000.00
Utilities:								
Electricity	\$12,844.81	\$32,337.19		\$232,937.77	\$224,768.44	\$245,129.42	\$232,937.77	\$257,816.00
Natural Gas	\$2,268.19	\$9,688.36		\$12,494.45	\$47,457.38	\$33,649.02	\$12,494.45	\$24,516.00
Water/Sewer	\$6,711.53	\$11,392.82		\$48,717.38	\$46,854.56	\$37,750.63	\$48,717.38	\$54,783.00
Telephone	\$608.91	\$303.45		\$4,089.38	\$4,376.92	\$4,156.44	\$4,089.38	\$3,780.00
Fees (active/net/bank/cc)	\$2,567.80	\$8,240.71		\$50,894.60	\$31,981.15	\$48,912.30	\$50,894.60	\$37,910.00
Internet & Communication		\$33.99		\$393.94	\$1,384.20		\$393.94	\$712.00
Data Storage & Backup	\$27.27							\$38.00
Video & Online Photography		\$57.24		\$133.57	\$267.12		\$133.57	\$237.00
Online Advertising				\$82.91			\$82.91	\$262.00
Ground Maint/Repairs						\$2,574.40		
Program Contracts 451.380.003	\$288.75	\$248.58		\$13,531.53	\$403.45	\$7,623.76	\$13,531.53	\$22,000.00
Insurance Services				\$37,819.66	\$37,674.92	\$48,439.49	\$37,819.66	\$33,766.00
Refunds	\$605.00			\$6,200.76	\$1,089.00	\$131.00	\$6,200.76	\$450.00
Total Materials & Services	\$28,282.73	\$75,423.79		\$460,977.20	\$459,653.90	\$488,406.14	\$460,977.20	\$511,915.00
TOTAL AQUATIC EXPENDITURES	\$51,894.10	\$101,250.95		\$881,650.58	\$727,267.42	\$929,816.99	\$881,650.58	\$933,918.00

Activity Financial Report - June 2021		Department - Aquatics 451					
COVID-19 - Facility Open							
REVENUE	June '20	June '21	Yr to Date '19/20	Yr to Date '20/21	Year End 18/19	Year End 19/20	Est June 20/21
Aquatics - 451:							
451.003 Youth Fitness							
451.004 Gray & Golden		\$52.00	\$1,379.00	\$328.00	\$124.00	\$1,379.00	\$2,050.00
451.006 Group Fitness (Studio)	\$31.00		\$430.00	\$302.00		\$430.00	
451.007/291 Water Exercise	\$42.00	\$82.00	\$3,624.00	\$1,166.00	\$7,766.50	\$3,624.00	\$5,750.00
451.008 Weight Training	\$356.50	\$250.00	\$22,848.50	\$4,106.00	\$13,641.00	\$22,848.50	\$32,500.00
451.011 Private Swim Lessons	\$15.00	\$2,297.00	\$35,393.00	\$10,206.30	\$61,166.69	\$35,393.00	\$54,000.00
451.012 Optum Fitness Advantage*	\$232.00		\$15,892.00	\$4,316.00	\$5,585.00	\$15,892.00	\$19,900.00
451.013 Water Safety	\$700.00	\$1,744.65	\$5,375.35	\$7,489.65	\$2,789.82	\$5,375.35	\$4,425.00
451.014 SilverSneakers - Tivify*		\$294.00	\$4,291.00	\$2,070.28	\$1,842.50	\$4,291.00	\$5,150.00
451.015 Silver&Fit - ASH*	\$2,478.00	\$2,613.00	\$59,067.02	\$26,428.12	\$22,578.00	\$59,067.02	\$72,500.00
451.016 Water Polo		\$550.00	\$16,357.20	\$5,290.00	\$21,433.46	\$16,357.20	\$18,650.00
451.017 GFI			\$39,072.25	\$18,935.00	\$39,484.00	\$39,072.25	\$35,600.00
451.018 Newberg High School					\$81.00		
451.019 School Districts		\$1,784.17	\$812.00	\$1,784.17	\$4,301.00	\$812.00	
451.020 Locker Income							
451.021 Locker Rental					\$33.00		
451.023 Pool Rental	\$2,590.00	\$2,903.75	\$19,431.00	\$55,774.74	\$20,347.70	\$19,431.00	\$22,500.00
451.024 Classroom Rental			\$7,501.01	\$150.00	\$12,301.00	\$7,501.01	\$12,550.00
451.025 Sauna/Spa			\$4,757.10		\$6,412.90	\$4,757.10	\$7,850.00
451.026 Special Events			\$100.00		\$80.00	\$100.00	
451.027 Repasses					\$150.00		
451.061 Vending		\$339.55		\$339.55	\$1,140.48		\$2,150.00
451.200 Aquatics Misc		\$480.00	\$25.00	\$480.00	\$200.00		
451.280 Sales	\$177.00	\$366.00	\$6,024.49	\$2,475.49	\$7,065.00	\$6,024.49	\$9,830.00
451.281 CST/CVA		\$6,545.96	\$10,855.95	\$26,678.21	\$15,430.00	\$10,855.95	\$21,300.00
451.282 Swim Lessons	\$527.00	\$17,487.50	\$102,088.91	\$56,283.50	\$151,807.90	\$102,088.91	\$148,325.00
451.283 Lap Swim	\$2,633.50	\$1,413.50	\$15,525.25	\$24,526.00	\$16,778.42	\$15,525.25	\$16,775.00
451.284 Public Swim	\$10.00	\$7,845.00	\$85,411.00	\$33,598.50	\$151,618.64	\$85,411.00	\$128,875.00
451.285 Equipment Rental							
451.286 Membership Sales	\$12,956.50	\$32,773.30	\$284,774.00	\$137,726.88	\$231,824.64	\$284,774.00	\$250,125.00
451.287 Weight Room	\$852.50	\$1,892.00	\$14,545.50	\$9,818.09	\$7,481.00	\$14,545.50	\$18,320.00
451.289 Punch Cards - General	\$1,236.00	\$6,068.00	\$32,136.51	\$23,338.50	\$29,174.90	\$32,136.51	\$38,125.00
451.290 Gift Certificates							
451.292 Preschool Swim Lessons							
451.294 SUP Yoga/Fencing			\$13,512.20			\$13,512.20	\$2,250.00
451.296 Patio Rental			\$3,999.75		\$640.00	\$3,999.75	\$7,025.00
451.293/425 Basketball Court	\$154.50	\$145.50	\$11,663.75	\$1,694.00	\$3,868.30	\$11,663.75	\$14,875.00
451.285/426 Pickleball Court		\$120.00	\$1,429.05	\$26.00	\$485.50	\$1,429.05	\$1,540.00
451.021/427 Volleyball Court			\$403.00		\$214.00	\$403.00	\$350.00
451.428 SkyTrack			\$6.50		\$14.00	\$6.50	\$50.00
451.429 Fencing	\$179.80		\$890.30	\$240.00		\$890.30	\$2,250.00
451.666 CC Fees			\$555.31			\$555.31	
TOTAL AQUATIC REVENUE	\$25,171.30	\$88,046.88	\$819,066.28	\$455,590.98	\$837,860.35	\$819,066.28	\$955,590.00

Department - Aquatics 451

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Activity Financial Report - July 2021		Department - Aquatics 451					
COVID-19 - Facility Open							
REVENUE	July '20	July '21	Yr to Date '19/20	Yr to Date '20/21	Year End 19/20	Year End 20/21	Est June 21/22
Aquatics - 451:							
451.003 Youth Fitness							
451.004 Gray & Golden							
451.006 Group Fitness (Studio)	\$28.00	\$48.00	\$28.00	\$48.00	\$1,379.00	\$328.00	\$1,655.00
451.007/291 Water Exercise	\$140.00	\$144.00	\$140.00	\$144.00	\$430.00	\$302.00	\$970.00
451.008 Weight Training	\$694.00	\$876.00	\$694.00	\$876.00	\$3,624.00	\$1,186.00	\$3,960.00
451.011 Private Swim Lessons	\$821.00	\$4,252.00	\$821.00	\$4,252.00	\$22,848.50	\$4,106.00	\$12,385.00
451.012 Optum Fitness Advantage*	\$504.00		\$504.00		\$35,393.00	\$10,206.30	\$48,750.00
451.013 Water Safety	\$120.00	\$165.00	\$120.00	\$165.00	\$15,892.00	\$4,316.00	\$16,975.00
451.014 SilverSneakers - Tivify*	\$15.78	\$326.00	\$15.78	\$326.00	\$5,375.35	\$7,489.65	\$6,225.00
451.015 Silver&Fit - ASH*	\$1,377.00	\$2,892.00	\$1,377.00	\$2,892.00	\$4,291.00	\$2,070.28	\$4,250.00
451.016 Water Polo					\$59,067.02	\$26,428.12	\$62,750.00
451.017 GFU		\$10,876.50		\$10,876.50	\$16,357.20	\$5,290.00	\$18,650.00
451.018 Newberg High School					\$39,072.25	\$18,935.00	\$35,600.00
451.019 School Districts							
451.020 Locker Income					\$812.00	\$1,784.17	
451.021 Locker Rental							
451.023 Pool Rental	\$12,370.00	\$905.00	\$12,370.00	\$905.00	\$19,431.00	\$55,774.74	\$16,875.00
451.024 Classroom Rental	\$150.00	\$175.00	\$150.00	\$175.00	\$7,501.01	\$150.00	\$8,995.00
451.025 Sauna/Spa		\$26.00		\$26.00	\$4,757.10		\$5,490.00
451.026 Special Events					\$100.00		
451.027 Repasses							
451.061 Vending						\$339.55	
451.200 Aquatics Misc		\$120.00		\$120.00	\$25.00	\$480.00	
451.280 Sales	\$209.00	\$1,215.00	\$209.00	\$1,215.00	\$6,024.49	\$2,475.49	\$6,500.00
451.281 CST/CVA	\$11,707.25		\$11,707.25		\$10,855.95	\$26,678.21	\$19,500.00
451.282 Swim Lessons	\$2,151.50	\$20,903.05	\$2,151.50	\$20,903.05	\$102,088.91	\$56,283.50	\$134,325.00
451.283 Lap Swim	\$5,056.50	\$1,421.00	\$5,056.50	\$1,421.00	\$15,525.25	\$24,526.00	\$14,775.00
451.284 Public Swim	\$3,732.50	\$14,510.50	\$3,732.50	\$14,510.50	\$85,411.00	\$33,598.50	\$128,875.00
451.285 Equipment Rental							
451.286 Membership Sales	\$8,733.45	\$18,017.30	\$8,733.45	\$18,017.30	\$284,774.00	\$137,726.88	\$308,450.00
451.287 Weight Room	\$752.59	\$2,400.50	\$752.59	\$2,400.50	\$14,545.50	\$9,818.09	\$18,320.00
451.289 Punch Cards - General	\$1,837.00	\$2,543.00	\$1,837.00	\$2,543.00	\$32,136.51	\$23,338.50	\$38,125.00
451.290 Gift Certificates							
451.292 Preschool Swim Lessons							
451.294 SUP Yoga/Fencing		\$160.00		\$160.00	\$13,512.20		\$1,020.00
451.296 Patio Rental		\$145.00		\$145.00	\$3,999.75		\$4,750.00
451.293/425 Basketball Court	\$146.50	\$445.50	\$146.50	\$445.50	\$11,663.75	\$1,694.00	\$12,150.00
451.285/426 Pickleball Court					\$1,429.05	\$26.00	\$1,540.00
451.021/427 Volleyball Court					\$403.00		\$350.00
451.428 Sky Track					\$6.50		\$50.00
451.429 Fencing	\$60.00		\$60.00		\$890.30	\$240.00	\$1,440.00
451.666 CC Fees					\$555.31		
TOTAL AQUATIC REVENUE	\$50,486.07	\$82,566.35	\$50,486.07	\$82,566.35	\$819,066.28	\$455,590.98	\$933,700.00



Adult Sports

August 2021 Activity Report, Department 452

Department 452 Participation Tracking		July 2021	
Activity	Participants	Participant Hours	
5 K Run	87	80	
Total	87	80	
Department 452 Financial Tracking		July 2021	
Supervisory Staff Expense	185		
Administrative Staff Expense	160		
Part Time Staff Expense	00		
Material Expense	1820		
Total Expense	2165		
Program Revenue	2345		
Net	180.00		
Cost Per Participant	2.07		
Cost Per Participant Hour	2.25		

Department 452 – Adult Sports

Adult Men's League Softball concluded on July 26th. Co-Ed softball registration closed in late July. 8 teams are scheduled to start play on August 3rd.

The Old Fashion 5K run took place on July 25th with a record 87 runners at the event.



Youth Sports

August 2021 Activity Report, Department [453](#)

Department 453 Participation Tracking	July 2021	
Activity	Participants	Participant Hours
Lacrosse camp	20	120
Tennis camp	75	300
Track camp	70	400
Pee Wee Sports camp	70	400
Football camp	100	600
Totals		

Department 453 Financial Tracking	July 2021	
Supervisory Staff Expense	5240	
Administrative Staff Expense	3140	
Part Time Staff Expense		
Program/Materials Expense	25390	
Total Expense	33770	
Program Revenue	34500	
Net	725	
Cost Per Participant	2.16	
Cost Per Participant Hour	.36	

Department 453 – Youth Sports

The summer sports camp line up had 5 activities during the month of July. Camp registration numbers have exceeded 750 participants by the end of summer registration.

Registration for the fall sports programs (Soccer, tackle football, flag football, Little big kicks soccer & Mid High Volleyball)

July 2021 Board Reports.

Departments

454 Recreation

455 Care

456 Senior Center

457 Community School

474 Preschool

454- Recreation	
Supervisory Staff Expense	\$638.94
Recreation Coordinator	\$1,961.34
Part Time Staff Expense	\$2,256.11
Fringe	\$393.30
program Expense	\$2,415.28
Total Expense	\$7,664.97
Revenue	\$5,531.33
455-Care	
Total Staff Expense	\$40,803.21
Total Materials expense	\$3,007.31
Revenue	\$13,020.58
456 Senior Center	
Recreation Coordinator	\$319.46
Senior Center Specialist	\$3,405.68
Fringe	\$1,311.65
program Expense	\$1,145.10
Total Expense	\$6,181.89
Program Revenue	\$4,299
457 Community School	
Supervisory Staff Expense	\$830.60
Fringe	\$5,220.14
program Expense	\$1,020.14
Total Expense	\$7,070.25
Program Revenue	\$504.88
474- Preschool	
Total Staff Expense	\$3,477.
Materials Expense	\$1,088.17
Total Expense	\$4565.17
Program Revenue	\$470

Recreation Summer Camps

Camps and another 61 registered in other specialty camps. Including Outdoor survival camps, dance camps, stem camps. With the help of Laurie Rauch, we even have 2 Youth Pickleball camps which made minimum registration within 2 weeks of having registration available. August looks to be a busy month as well. Seeing numbers very similar to the ones I described for July.

Newberg School District Financial Aid Program. NSD Summer Fun

NSD pledged roughly \$10,000 towards youth scholarships in CPRD Summer Camp Programs. Although a lot of summer registration has already taken place, we still had over 30 camp opportunities for students to register for. The school district announced the opportunity and in a little less than 24hrs, 110 participants registered utilizing the NSD coupon code. CPRD is scheduled to receive payment at the conclusion of summer 2021.

2021 Summer Camp Care.

Summer Camp Care Registration has been open for some time now. Currently we have 99 registered in our Grade school summer care program and 20 in our Pre-K summer program. These participant totals are up significantly from the 2020 summer camp care program.

Last summer we finished with a total of 90 students with a projected revenue total of \$85,000.

Currently we are at 119 students with a projected revenue total of \$112,000.

Respectfully submitted by Matt Compton

		July													
Dry Days		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	21 vs 20	% Diff
Starts by Category		29	25	25	31	29	30	29	31						
Resident		875	634	653	839	658	987	1086	1573	1122	1489	1248	1407	159	12.7%
Non Resident		3862	2754	2880	3113	2268	2430	2696	2228	1129	1378	1238	1740	502	40.5%
Group		797	854	695	345	533	252	380	59	523	436	66	457	391	592.4%
League		111	56	132	128	81	133	61	35		1	0	0	0	0.0%
Complimentary		262	320	300	276	251	268	283	240	169	284	932	730	-202	-21.7%
Misc/Promotional		486	1648	631	619	1336	1373	1008	1199	1912	2115	2683	1707	-976	-36.4%
Total Starts		6493	6266	6391	6320	6127	6443	5624	6334	4866	5703	6167	6041	-126	-2.0%
Revenue															
Green Fees		\$ 149,102.00	\$ 146,264.00	\$ 132,882.00	\$ 120,873.00	\$ 107,630.00	\$ 101,683.00	\$ 119,818.00	\$ 102,936.00	\$ 104,717.00	\$ 116,875.00	\$ 135,040.00	\$ 142,441.00	\$ 7,401.00	5.5%
Driving Range		\$ 14,453.00	\$ 11,780.00	\$ 11,208.00	\$ 10,890.00	\$ 10,133.00	\$ 9,627.00	\$ 10,691.00	\$ 9,921.00	\$ 10,770.00	\$ 10,732.00	\$ 14,721.00	\$ 14,422.00	\$ (299.00)	-2.0%
Rentals		\$ 51,031.00	\$ 44,542.00	\$ 39,211.00	\$ 38,139.00	\$ 32,237.00	\$ 36,978.00	\$ 44,851.00	\$ 38,942.00	\$ 32,472.00	\$ 34,243.00	\$ 46,704.00	\$ 52,075.00	\$ 5,371.00	11.5%
Golf Shop		\$ 14,386.00	\$ 12,928.00	\$ 13,230.00	\$ 11,710.00	\$ 10,471.00	\$ 8,567.00	\$ 9,008.00	\$ 10,090.00	\$ 10,932.00	\$ 11,938.00	\$ 12,823.00	\$ 14,135.00	\$ 1,312.00	10.2%
Snack Bar		\$ 39,862.00	\$ 43,546.00	\$ 30,306.00	\$ 25,084.00	\$ 23,278.00	\$ 31,018.00	\$ 27,366.00	\$ 28,346.00	\$ 27,097.00	\$ 27,088.00	\$ 25,610.00	\$ 33,388.00	\$ 7,778.00	30.4%
Instruction		\$ 4,429.00	-	\$ 4,333.00	\$ 5,653.00	\$ 1,588.00	\$ 1,004.00	\$ 665.00	\$ 1,155.00	\$ 4,653.00	\$ 560.00	\$ 615.00	\$ 8,365.00	\$ 7,760.00	1260.2%
Miscellaneous		\$ 3,579.00	\$ 15,349.00	\$ 7,629.00	\$ 3,711.00	\$ (788.00)	\$ (1,094.00)	\$ (5,714.00)	\$ (307.00)	\$ 2,522.00	\$ 2,651.00	\$ 5,197.00	\$ 9,917.00	\$ 4,780.00	93.1%
Total Revenue		\$ 276,952.00	\$ 274,406.00	\$ 238,799.00	\$ 216,060.00	\$ 184,566.00	\$ 187,783.00	\$ 208,685.00	\$ 191,083.00	\$ 193,163.00	\$ 204,087.00	\$ 240,650.00	\$ 274,743.00	\$ 34,093.00	14.2%
\$ per Start															
Green Fees \$ per Start		\$ 22.96	\$ 23.34	\$ 24.65	\$ 22.72	\$ 20.99	\$ 18.68	\$ 21.69	\$ 19.30	\$ 21.57	\$ 20.49	\$ 21.90	\$ 23.58	\$ 1.68	7.7%
Driving Range \$ per Start		\$ 2.23	\$ 1.88	\$ 2.08	\$ 2.05	\$ 1.98	\$ 1.77	\$ 1.94	\$ 1.86	\$ 2.22	\$ 1.88	\$ 2.39	\$ 2.39	\$ 0.00	0.0%
Rentals \$ per Start		\$ 7.86	\$ 7.11	\$ 7.27	\$ 7.17	\$ 6.29	\$ 6.79	\$ 8.12	\$ 7.30	\$ 6.69	\$ 6.00	\$ 7.57	\$ 8.62	\$ 1.05	13.8%
Golf Revenue \$ per Start		\$ 33.05	\$ 32.33	\$ 34.00	\$ 31.94	\$ 29.26	\$ 27.24	\$ 31.75	\$ 28.46	\$ 30.48	\$ 28.38	\$ 31.86	\$ 34.59	\$ 2.73	8.6%
Golf Shop		\$ 2.22	\$ 2.06	\$ 2.45	\$ 2.20	\$ 2.04	\$ 1.57	\$ 1.63	\$ 1.89	\$ 2.25	\$ 2.09	\$ 2.08	\$ 2.34	\$ 0.26	12.5%
Snack Bar		\$ 6.14	\$ 6.95	\$ 5.62	\$ 4.72	\$ 4.54	\$ 5.70	\$ 4.95	\$ 5.31	\$ 5.58	\$ 4.75	\$ 4.15	\$ 5.53	\$ 1.37	33.1%
Concession Revenue		\$ 8.36	\$ 9.01	\$ 8.08	\$ 6.92	\$ 6.58	\$ 7.27	\$ 6.58	\$ 7.21	\$ 7.83	\$ 6.84	\$ 6.23	\$ 7.87	\$ 1.63	26.2%
GolfNow Barter Rounds		20	20	59	102	75	222	238	231	188	202	210			0.0%

July was steady with very good weather, not too many hot days.

Subject: Fwd: Green space corner of Ironwood & The Greens Ave adjacent hole 8
Date: Tuesday, July 27, 2021 at 6:08:58 AM Pacific Daylight Time
From: Don Clements
To: Casey Creighton, Kat Ricker
Attachments: 20210726_121932.jpg.crdownload

Sent from my iPhone

Begin forwarded message:

From: Terry Palmer <terrell.palmer@gmail.com>
Date: July 26, 2021 at 2:38:42 PM PDT
To: Don Clements <dclements@cprdnewberg.org>
Subject: Green space corner of Ironwood & The Greens Ave adjacent hole 8

Mr. Clements,

I am writing regarding the lack of maintenance, irrigation of the green space located at the corner of Ironwood and the Greens Ave adjacent to the 8th green of the golf course. Without water the grass is extremely stressed, dying or already dead to the point where in places it is down to dirt. Residents of the neighborhood work hard to maintain their property up to the codes set by the HOA and having this space in such disrepair is disheartening. I have lived here for >10yrs and have never seen it in such bad condition. Furthermore once the rains return my fear is that this area will turn to mud and flow down into my yard, clogging my drainage and in general damaging my property.

I would like to know why the course has abandoned maintenance of the green space and I would request that actions can be taken to recover the condition before additional harm is done.

--

Terry Palmer
320 Ironwood Dr
Newberg OR 97132

Subject: Form submission from: Contact Us

Date: Saturday, July 31, 2021 at 11:56:13 AM Pacific Daylight Time

From: DontReply

To: Kat Ricker

Submitted on Saturday, July 31, 2021 - 11:56am

Submitted by anonymous user: 172.56.42.170

Submitted values are:

First Name Chris

Last Name Winikka

Email cwinikka@gmail.com

Question/Comment

On multiple occasions during the NAFA, there have been large vehicles parked on the soccer field. Right now (Saturday 7/31/21), there is a trucj wuth a trailer attached parked right next to the workout equipment.

This happens on a regular basis. Most often it's a car that pulls up by the ticket takers of the event.

I didn't see any posted signs, and the gate off of Chehalem Drive is almost always wide open and basically inviting vehicles to use it

Since there were no signs posted, I decided to look on the website to see if you had any regulations posted. I see that it's state that motorized vehicles must only Park in parking spaces, and I assume the field is not a parking space.

This seems to me to be a safety issue, but honestly I'm leaving it up to you whether to enforce the rule or not. I just want to let you know that this is happening on an ongoing basis. What you did this information is up to you, but I recommend at the very least you close and lock the gate to the field and post a sign that states the regulation.

The results of this submission may be viewed at:


<https://www.cprdnewberg.org/node/7/submission/3958>

Park Meetings

Rob Daykin <Rob.Daykin@dundeecity.org>

Wed 8/18/2021 2:23 PM

To: Jeannette Adlong <Jeannette.Adlong@dundeecity.org>; 'dadixon316@frontier.com' <dadixon316@frontier.com>; Kristin Gorton <kristingibb@gmail.com>; 'jill@bilkaconsulting.com' <jill@bilkaconsulting.com>; northriverscout139@gmail.com <northriverscout139@gmail.com>; Noel Johnson <noeljohnson07@gmail.com>; Beth Humphrey (mrshumphreyteachmusic@gmail.com) <mrshumphreyteachmusic@gmail.com>
Cc: Melissa Lemen <melissa.lemen@dundeecity.org>; Casey Creighton <ccreighton@cprdnewberg.org>

 1 attachments (399 KB)

20210818140551796.pdf;

Attached are the draft minutes from July 7. We won't have a meeting in September, the next meeting will be **October 6**.

The Sander Estate Park land use application is expected to be heard before the council on **September 21**. This will likely be a hybrid meeting at the Dundee Fire Station allowing both in-person attendees (mask requirement likely) and a Zoom option. We noticed in our last meeting that some of the virtual attendees had difficulty with their internet connection. If you are interested in attending and providing comment, I encourage you to consider attending in person. Official notice of the meeting and instructions for attending will be provided several weeks prior to the meeting.

We received only one bid for the Alder Street Park Improvements project, but we feel confident on completing the work on time and within budget. I will provide updates once the contractor mobilizes.

Rob Daykin, City Administrator
City of Dundee
P O Box 220
620 SW 5th Street
(503) 538-3922 Ext. 103

City of Dundee
Parks Advisory Committee Meeting Minutes
July 7, 2021

Call to Order

Jeannette Adlong, Chair, called the meeting to order at 7:00 P.M.

Staff Attendance

Chair Jeannette Adlong; Committee Members: David Dixon, Kristin Gorton, Jill Bilka and Robert Moxley. Absent: Noel Johnson & Beth Humphrey. Staff members: Rob Daykin, City Administrator; and Melissa Lemen, Administrative Assistant.

Public Attendance

Casey Creighton, Parks & Facilities Supervisor, Chehalem Parks & Recreation District (CPRD); and via Zoom: Dan Jenkins, Associate, SERA Architects, Inc., 338 N. 5th Avenue, Portland, OR 97209.

Public Comment

None.

Approval of Minutes

A motion was made and seconded to approve the Parks Advisory Committee minutes from March 3 and June 2, 2021. The motion passed unanimously.

Business

Alder Street Park

C.A. Daykin informed that Dan Jenkins, Landscape Architect, SERA Architects, Inc., is present and available to discuss the Alder Street Park concept plans and answer questions. C.A. Daykin provided background information for Committee members. He explained that the \$100,000 grant received from the Oregon Tourism Commission does require that the project must be completed by November 30, 2021. C.A. Daykin discussed that the grant is being matched with some private donations as well as some additional tourism fund dollars. He explained that the project is being funneled through the tourism fund budget as a tourism facility, though feedback from the Parks Advisory Committee is being sought due to the park-type improvements included in the concept plan. C.A. Daykin reviewed that this property is owned by the City, the five lots are part of the water utility fund, and there is a well located on site.

Dan Jenkins introduced himself to the Committee. He provided background information and reviewed the concept plan in detail. Jenkins explained that pavers would be used for the pathway adjacent to the sidewalk, the open lawn areas would be left intact as they are now, and the perimeter planting would be done in primarily native plants. He described the gathering spaces and noted the inclusion of bike racks as well. Jenkins explained that this concept design (Phase 1) would also allow for future potential improvements of an overhead trellis and restrooms. Jenkins referenced the Planting Plan which provides a detailed layout of the plant types, quantities and spacing. He explained that they are presently reaching out to landscape contractors to work on those projects and would like to receive 4-5 bids; BOLI wages are required, and the process will need to be done

through the City. Jenkins explained that the City Engineer will put together the bid package for the project. It was noted that once the costs of the concept plan work are known, a determination can then be made about how much plant material and trees will be able to be funded at this time; subsequent phases could provide additional plants, trees and shrubs. C.A. Daykin discussed the robust nature of the plan and that he anticipates the cost difference will likely be made up through tourism fund revenues. He noted that at this time the focus will be on the installment of the discussed initial improvements, though the expectation includes future phases and the development of this property as a park space which would require a land use process; discussion ensued.

Jenkins discussed the bench selection and explained that they are produced by Columbia Cascade and can be set easily (do not need to be bolted down to concrete) and moved to accommodate any future changes; they are also ADA accessible.

C.A. Daykin briefly discussed potential future phases and explained that once this (initial) portion of the project is complete then the Parks Committee could have that discussion with the general community at-large to reach the point of having a plan that's approved by the City Council as a park facility. C.A. Daykin explained that the north side of the property could provide an opportunity to have a sewer connection to the City sewer main; when the City completed the improvements in this location at one time a sewer and water tap were placed.

Bilka recalled previous conversation at the last onsite meeting pertaining to potential placement of a directory identifying parks trails, vineyards, etc. C.A. Daykin suggested that this addition wouldn't require a design adjustment but rather would likely easily be incorporated with this project; Jenkins agreed and offered placement suggestions.

C.A. Daykin referenced the Planting Plan and discussed that it is unknown at this time how much of this Plan will be included in the first phase; the goal will be to complete the hardscape features first and utilize the remaining budget for plants. Jenkins voiced support of initially determining which plants/shrubs/trees would provide a good framework for the park. C.A. Daykin explained that City public works crews will provide labor to help with the irrigation system installation.

Robert Moxley inquired about the annual park maintenance expense and whether this is yet known. C.A. Daykin discussed that, though it is hard to say, the only maintenance done at this time is mowing which will continue to be needed along with perhaps watering of the trees (which could be done utilizing watering bags as a strategy); more extensive plantings may require drip irrigation. C.A. Daykin pointed out that maintenance is not typically an issue and would not likely add significantly to the burden; Staff would have a conversation with CPRD as the City would contract and pay them to assist with this if they are able to do so. If not, the City may need to contract with someone else if need be. Jenkins noted that bark mulch would be placed in appropriate areas to prohibit weed growth and assist with maintenance as well. C.A. Daykin explained that a seasonal person is hired on Staff to complete a lot of this street-type related landscape maintenance. Conversation ensued regarding tree plantings and C. Adlong suggested Jenkins reconsider planting hemlocks in this location as they don't typically grow well in the clay soil in Dundee. Jenkins offered that this information could be updated prior to going out for bid. C. Adlong also expressed concern about retaining views; brief discussion ensued

Jenkins discussed that this work is likely a 2-3 month long project. C.A. Daykin voiced support that the project should begin in mid or by the end of August in order for it to be completed in the appropriate timeframe (November 30, 2021). It was noted that no extensions will be provided. Committee members voiced support of the Plan provided and felt it was nicely done with a good aesthetic which feels appropriate for the location.

Sander Estate Park

Casey Creighton, CPRD, was present and available to answer questions. He noted that an application was submitted to the City two weeks ago. C.A. Daykin explained that now that the City has received the land use application and the Planner is making the determination that the application package is complete, the next step involves the Planner requesting comments from agencies, including the Dundee Parks Advisory Committee. C.A. Daykin discussed that the Parks Advisory Committee has the opportunity to review the application before it goes to hearing, make comments, and then the Planner will incorporate comments from those that responded as part of his overall report when it does go to hearing before the City Council. C.A. Daykin noted that at this time it is anticipated that this hearing will likely take place at the City Council meeting on August 17, 2021. He briefly described the process moving forward.

Bilka inquired about the funding mechanisms for the project. Creighton explained that Jan Sander has been generous enough to pay for costs associated with the project thus far. He discussed that CPRD will likely go out for grants to help with this expensive project. Creighton briefly reviewed some of CPRD's current projects. Creighton noted that all of the fees that CPRD receives in the district go towards maintaining facilities. He also explained that Don Clements has indicated that he would like to have someone work out of an office set up in the house on the property to manage the Sander Estate Park facilities. Creighton explained that classes could be scheduled at the Dundee location and the registration process could be the same as is done for classes provided in Newberg.

C. Adlong discussed that she attended several of the CPRD meetings where public input could be provided; it was obvious that the community was in favor of a water feature. She also recalled that at the CPRD Board meeting in Jan. or Feb., Board members suggested their desire was an iconic water feature that fits naturally with the land/terrain (and not only a small splash pad). At that time, she recalled that the architect was charged with developing a feature that is what the community wanted and asked to provide a detailed plan. C. Adlong expressed frustration that at this point there is nothing further developed or shown on the plan other than a small circle; though it was noted that an explanation is also provided in the narrative. C. Adlong and C.A. Daykin requested a visual component for the water feature for purposes of approval of a facility plan given the significance of the feature. Creighton noted that he would like to see a water feature which recirculates the water.

Following discussion, the consensus of the Dundee Parks Advisory Committee was to provide the following comments for the City Planner:

- **Scheduling of the Work/Phases:** The Committee requests an outline of potential phases of work. Development team to show plan for scheduling the improvements. Creighton discussed that the initially money will be spent on infrastructure including road improvements, water lines, utilities; the parking lot will also be an important first step. Committee preference would be for a water feature to be part of the first phase; a water feature would likely need to be planned early on given the

infrastructure requirements. It was also suggested that a perimeter pathway would be a good low cost initial project.

- Water Feature Design: The Committee would like to see the concept design completed prior to improvements starting; including a drawing of the actual footprint on the concept plan as well as examples of the features to be included. Consideration should also be given to ensure that there are adequate tables and bench seating in the water feature area, which will be dependent upon the actual design configuration.

- Adding More Restrooms Near the Water Feature: The Committee suggested that a more expansive restroom facility be provided in the area of the storage facility as shown on page A101. It is envisioned that this will be a more heavily used area of the park. A more extensive water feature at the park along with covered shelter facility use for gatherings, exercise classes, etc., will require additional restrooms to accommodate that use. It was noted that the shelter facility may also be rentable space.

Additional Items of discussion included:

- Reception Hall: It was noted that this is the largest improvement on the plan. Bilka stressed the importance of the facility serving the local community. Creighton discussed that it is anticipated this rentable building space will likely be used for weddings, corporate outings, community services, performances, etc. He noted that the restrooms would also be available for public use. It was noted that the large sized kitchen space would be useful for cooking/canning classes; C.A. Daykin suggested this space could also be used as a green room for performances as well.

- Nature Play Area: Committee would like to see examples of the park features. It was suggested that a natural surface which holds up well to foot traffic would be preferred for the play area.

- Multi-Age Use Play Areas: Will there be areas of horseshoes, bocci ball or areas of tables with chess/checkers, etc.?

- Use of Existing Garage: It was suggested that this space could be used for storage or perhaps a tool library. Creighton noted that the garage would not be sufficient for a maker's space.

- Barn: It was strongly suggested that this space be available for public use and not for storage. Creighton noted that Jan Sander had indicated that she'd like to see the barn remain as it stands and unaltered. Committee members suggested that the barn could be utilized as part of the farmers market, for fall activities (serving cider), community movie nights (with concessions), holiday bazaars or even for a barn dance event. It was also suggested that a plaque could be provided at the barn location which provides property history.

- House: Creighton offered that the house may be used for some office space, a lending library, club meeting space or for seniors.

- Future programming/classes: Classes of interest to the local community including possibly a workshop on deer resistant gardening.

- Picnic & Bench Seating Areas: Should be dispersed around the park, perhaps additional benches or tables near the water feature. Enough open space for exercise classes/ yoga. Moveable picnic tables under covered picnic areas – would allow versatility for different uses including open space for exercise/yoga classes potentially. Tables for games like chess/checkers.
- Landscape: C. Adlong inquired about the landscaping plan and whether it was revised to include more native plants as suggested previously by Peter Siderius. Creighton explained that Brian has been working with the owners of Pollinate Flowers who are onboard with native plants. Concern was expressed that additional shade trees may be needed for some areas; it was noted that tree placement could be modified later. The Committee favored the addition of a community Christmas tree in a central location at the park.
- Lighting: Creighton informed that the park lighting will likely be off at night, other than some security type lighting. He noted that WIFI capabilities will likely be included. C.A. Daykin suggested there be lit ADA accessible pathways from the event center to the parking lot.

Other Business

C. Adlong inquired about the Trails Advisory Committee. Creighton explained that applications for the Committee are due in August; CPRD is looking for at least seven members, two of which can be from outside of the district. He explained that the Committee will focus on trail developments and improvements, which includes any type of trail within the district.

C.A. Daykin explained that there are two new CPRD Board members. He suggested that Dundee representatives schedule opportunities to discuss current local issues spread over the next number of Board meetings. He discussed that at the first CPRD Board meeting he'd like to reintroduce the Dundee Parks & Open Spaces Plan; he would like to share the document and talk about Billick Park.

Bilka suggested meeting in August to discuss organizing a trail clean up of Harvey Creek. She noted that the trail is getting really overgrown. Brief discussion ensued and C.A. Daykin explained that a resident vineyard manager offered to provide spraying of herbicides in the area at the first part of July; following this city crews will be doing some cutting. It was noted that signs regarding the spraying will be placed; people can return to the trail a few hours following spraying. Brief discussion ensued.

The meeting was adjourned at 9:35 P.M.

Jeannette Adlong, Chair

Attest:

Rob Daykin
City Administrator/Recorder

I Grew Up in Yamhill County . . .

- My Grand Parents Immigrated from Sweden to "Starvation Canyon" in the late 1890's (now, Fort Hill Road)
- My Father, we called him Pop, took the train from Fort Hill to Oregon Agricultural College (now Oregon State) in the 1920's
- After a career as a Gold Mining Engineer all over the world, he and Mom returned to Grand Ronde and built a house a mile and a half North of Fort Yamhill, now a State Park and site of the Confederated Tribes of the Grand Ronde Community Pow Wow Grounds.
- I remember the steam train whistles echoing up the canyon from Valley Junction, and watching the steam logging trains Friday nights going past the Willamina Football Field with one, two, three or four log loads.
- Much of the Coast Range was logged by railroad. Now, it is a distant memory.

Growing Up

Our family had only one car.

We were "Free Range" kids. We road our bicycles everywhere, quite an accomplishment since we lived at the end of a 1.2 mile gravel road with three hills.

I bicycled an average of 3.5 miles a day during high school.

Things Have Changed

- Now, we take our automobiles everywhere.
- Traffic has increased . . . and we are not going to build our way out of it.
- Would you, or would you let your children bicycle on our County Roads and State Highways?
- If so, do you let them ride at night?
- If not, where would be a safe place?

Ewing Young Elementary School



Pitaker Hageman, P.A.
ATTORNEYS

[HOME](#)

[ABOUT US](#)

[PRACTICE AREAS](#)

[PRACTICE RESULTS](#)

[CONTACT US](#)

[FAQ](#)



Two Bicyclists Struck in Fatal Crash

09 September, 2015

Oregon's Willamette Valley was the scene of a motor vehicle crash that downed two bicyclists, killing one and sending the companion cyclist to doctors at Oregon Health Science University in Portland via Life Flight. The Yamhill County Sheriff's Office is asking anyone who may have witnessed this crash to contact Sgt. Joe Shipley at 503-434-7506 or via email at shipleyj@co.yamhill.or.us. It was 7:05 p.m. September 8 when the sheriff's office responded to the crash involving the two bicyclists and the driver of a sport utility vehicle. Investigators said the driver is cooperating, but a full investigation is under way. The tragic collision occurred on North Valley Road near Ewing Young Elementary School in Newberg, Oregon.

Accident reconstruction to determine cause in fatal bicycle accidents is a critical part of any investigation, including independent probes launched by bicycle accident attorneys for the next of kin. Immediacy is important for the sake of an unobstructed, full review, including the hiring of experts to recreate causation.

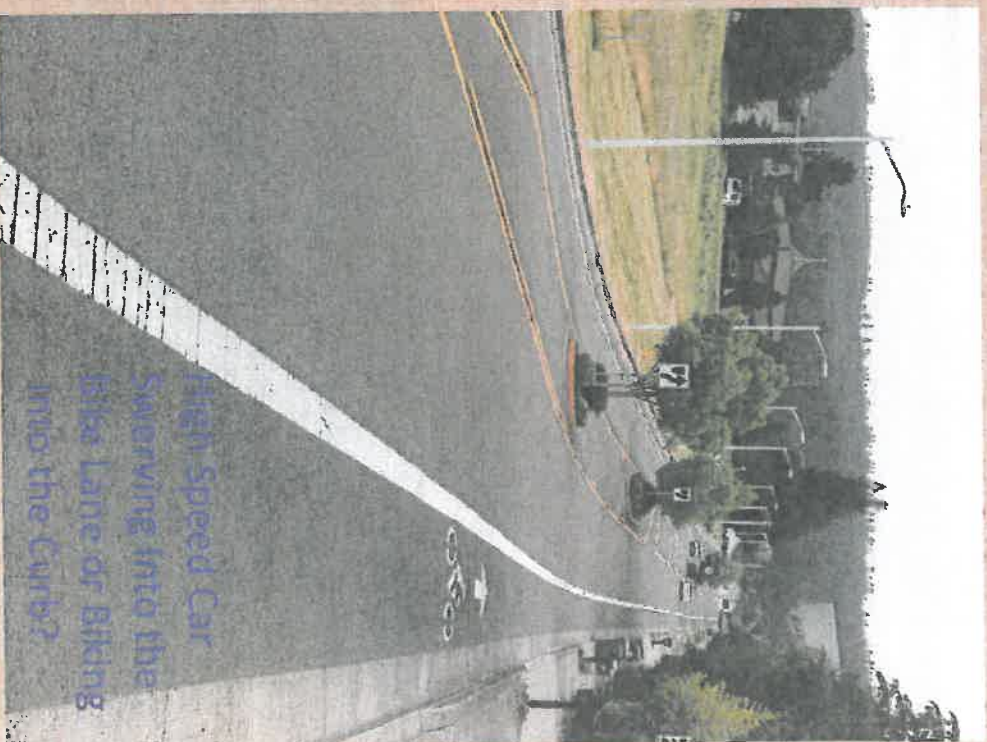
While bicycle mortality rates have improved among children due to increased safety measures and decreased number of trips, mortality rates for adults aged 35-74 years have increased significantly since 2000, according to a cycling mortality study by the Centers for Disease Control and Prevention. The largest increase in that category was among adults aged 35-54 years, with the mortality rate increasing nearly threefold. The study showed that bicyclists are dying on U.S. roads at a rate double that of vehicle occupants.



What's the Most Dangerous?



The Opening Car
Door or the Truck?



High Speed Car
Swerving into the
Bike Lane or Biking
into the Curb?

Hit by a Truck, or Falling into a Curbside Swale?



Where Would You Ride Your Bike?

BICYCLE LANE?

☐ You

☐ Your Children



SIDEWALK?

☐ You

☐ Your Children

Strangely Enough, None of Newberg's
Community Leaders Would Answer.
Is This Question That Complicated?

What is One of America's Biggest Problem?

OUR HEALTH!

A Solution? **Exercise**

What Do We Need?

Many Americans are Overweight. We Don't Move Enough. Not Everyone Wants a Gym Membership and to Drive to it Every Day.

Do We Want Our Children Riding Their Bikes in Traffic Every Day? To Visit a Friend, to School, to a Park, to a Softball Game?

A Trail Provides Opportunities for Walking, Jogging, Skating, Bicycling and Running and Even a Parallel Horse Trail

What Do We Do?

- **Some pay for exercise at Health Clubs**
- **Others take a walk in our parks**
- **Others walk around town**
- **Others jog along our roadsides**
- **Some Bicycle on City Streets, County Roads or State Highways**

What Are Our Opportunities?

- Most State Highways and Our County Road shoulders are narrow.
- Does Yamhill County even have roads that have bicycle lanes?
- Even is there was a bike lane, you still are only a few feet from speeding vehicles



Google Earth

Columbia Drive in Newberg

04/11

What Are Our Opportunities?

- Most State Highways and Our County Road shoulders are narrow.
- Does Yamhill County even have roads that have bicycle lanes?
- Even is there was a bike lane, you still are only a few feet from speeding vehicles

Google Earth

© 2008 Google
All rights reserved.

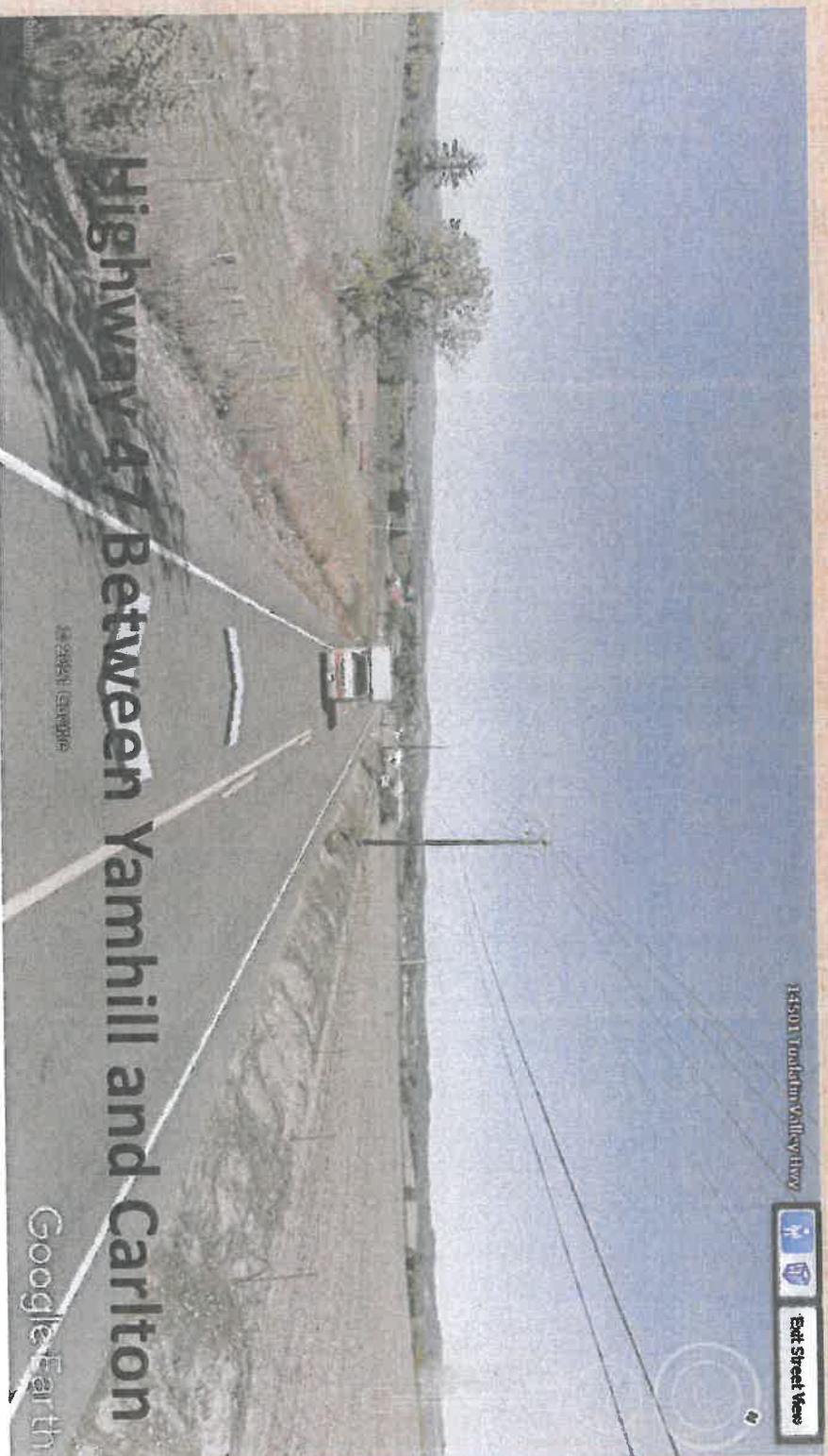
Highway 47 East of Carlton

8.70 ft

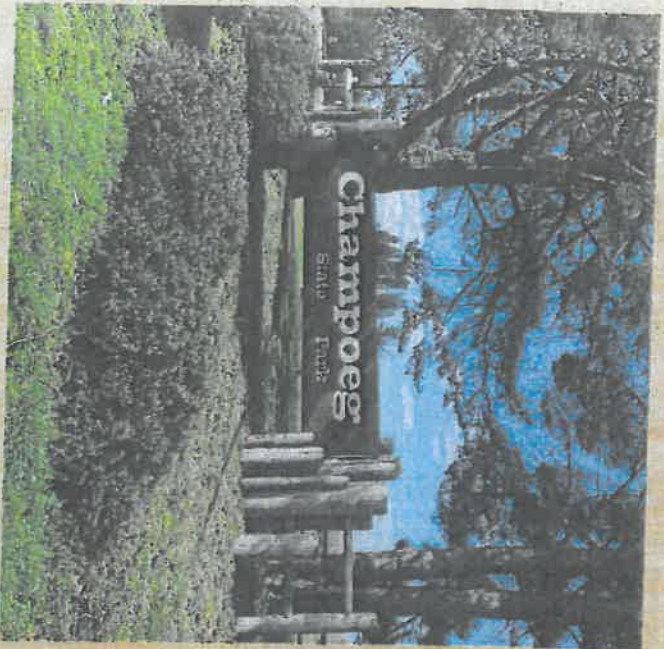
N

What Are Our Opportunities?

- Roads can have steep gravel banks and ditches
- Do our roads expose us to agricultural practices?
- Even is there was a bike lane, you still are only a few feet from speeding vehicles



Champoeg State Park (Marion County)

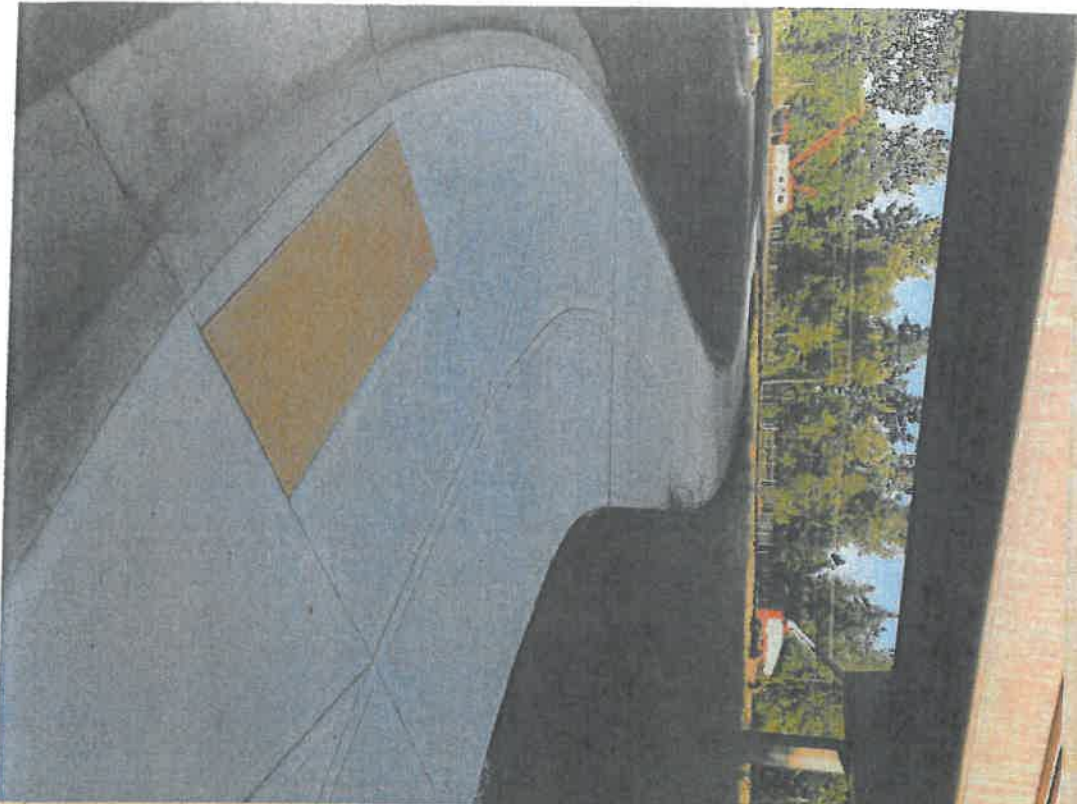


3.5 Miles to Ice Cream

Champoeg State Park (Marion County)



Would You and Your Family Be Comfortable with this Design?



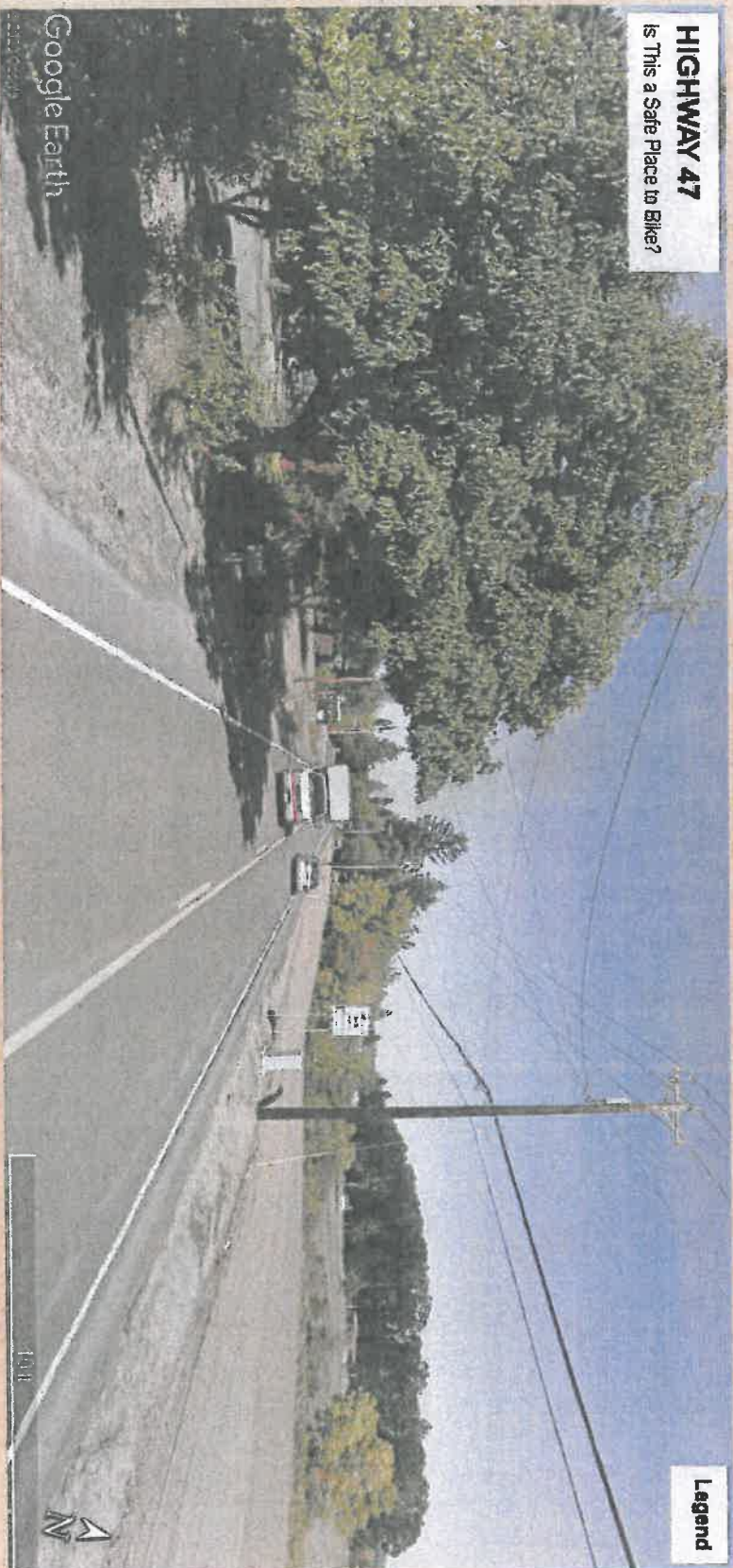
This design is currently constructed in Newberg as part of the By-Pass at the South end of College Street. It was probably designed by an Engineer... Whoops...I are one...

It results in a wide, unbroken expanse of pavement and concrete.

SUGGESTIONS:

- Separate Combo Path from Sidewalk with Vegetated Planter Strip
- If Vegetated Planter Strip, Consider Eliminating Curb and Constructing Grassy Filter/Infiltration strip
- Minimum Width 8', Maximum Width 12'
- Vary Concrete Color/Texture on Pedestrian and Bicycle Portions
- Construct Multi-Purpose Path on One Side Only

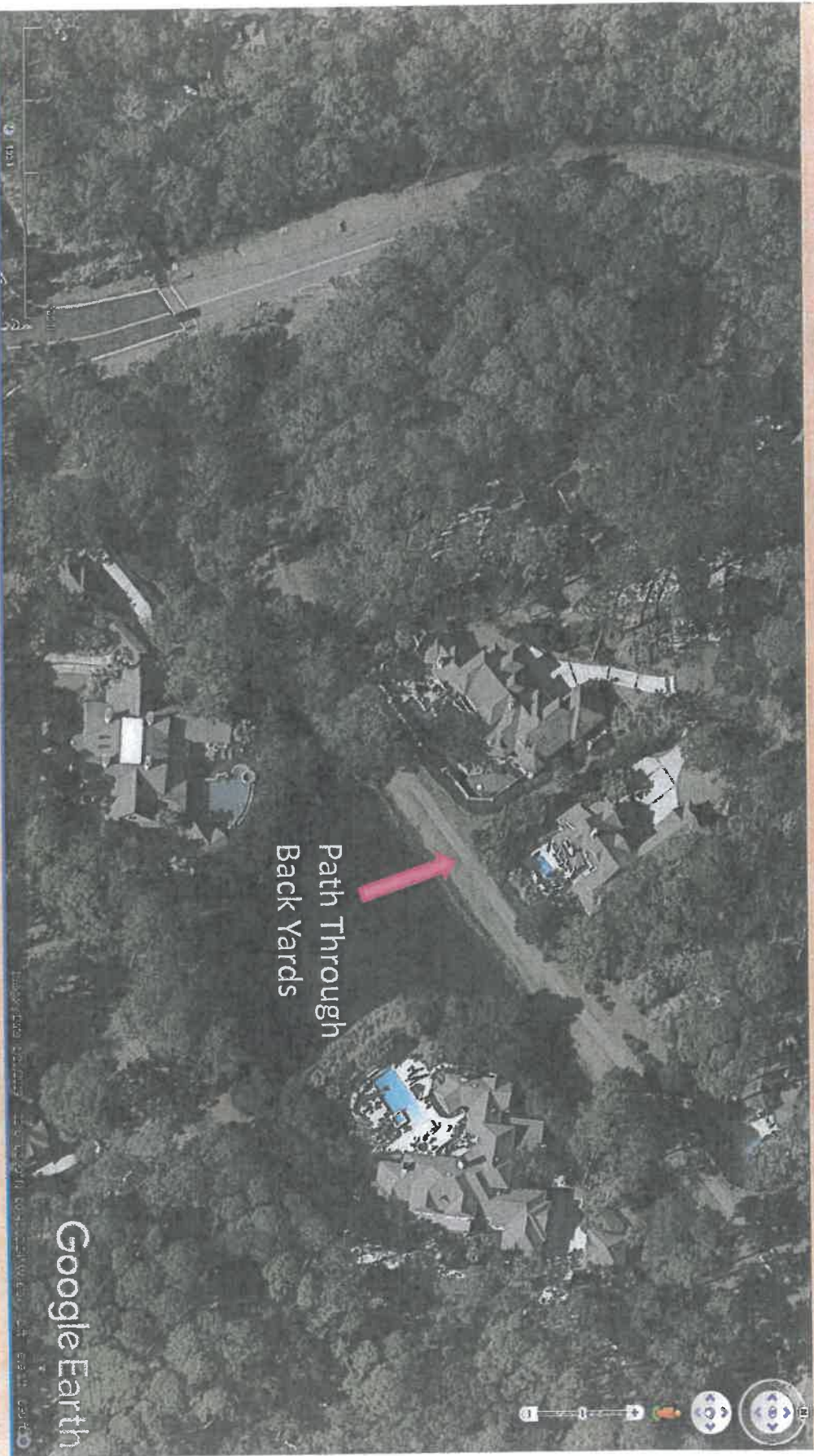
Or The Status Quo?



Sea Pines – Hilton Head



Multiple Purpose Trails



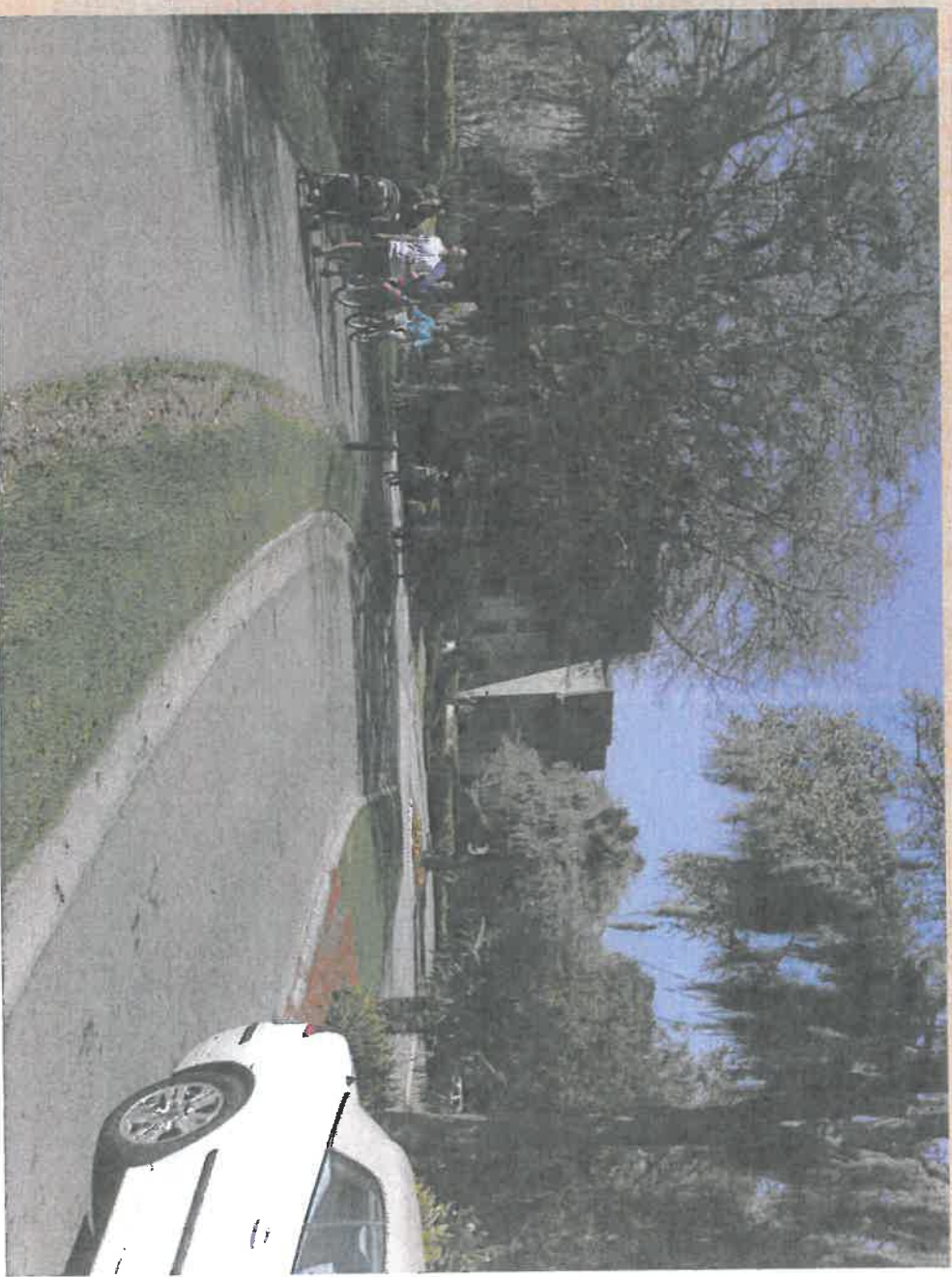
Sea Pines - Does one Multi-purpose Path Work?



Sea Pines – Look at the Evidence.....

**A Multi Purpose Path
Separated from Traffic**

- **2-Way Bicycle
Traffic**
- **Family with Baby
Carriage**
- **Jogger**
- **Green Space**
- **Narrower Street**



Don't Have a Bike?

- **Most Hotels Have Bicycles and Sea Pines Passes**
- **Several Bicycle Rental Shops, Each with Hundreds of Bikes. Rent a Bike, Get a Free Sea Pines Pass with Rental**



CHARLES E. FRASER

IN 1957 AT THE AGE OF 27, FRASER COMPLETED HIS SIX-YEAR RESEARCH PROGRAM AND BEGAN BUILDING THE EIGHT SQUARE MILE SEA PINES PLANTATION COMMUNITY. IT WAS THE ISLAND'S FIRST LARGE SCALE PLANNED COMMUNITY AND THE SITE OF ITS FIRST GOLF COURSE AND TENNIS FACILITIES.

HE LED THE SEA PINES COMPANY AS ITS CHIEF EXECUTIVE FOR 25 YEARS. DURING THIS 25-YEAR PERIOD, OTHER NEW COMMUNITIES WERE PLANNED AND INITIATED BY FRASER AND HIS TALENTED ASSOCIATES INCLUDING HILTON HEAD PLANTATION, AMELIA ISLAND PLANTATION, KIAWAH ISLAND, RIVER HILLS PLANTATION, BRANDERMILL AND PALMAS DEL MAR.

FOR OVER 35 YEARS SEA PINES PLANTATION HAS SERVED AS AN INSPIRATION AND PROTOTYPE MODEL FOR OTHERS WHO HAVE BUILT HUNDREDS OF COMMUNITIES IN OTHER PARTS OF THE UNITED STATES INFLUENCED BY VISITS TO SEA PINES.

FRASER'S VISION INFLUENCED AMERICAN DEVELOPERS IN THE PROVISION OF PARKS, COMMUNITY RECREATIONAL FACILITIES, AND CHURCH SITES IN RESIDENTIAL AND RESORT COMMUNITY PLANS AND IN PURSUIT OF HIGH QUALITY ARCHITECTURAL DESIGN IN ALL STRUCTURES.

FRASER INITIATED IN 1957 AN INNOVATIVE POLICY OF DEEDING PROPERTY SUBJECT TO LAND USE COVENANTS WITH AESTHETIC DESIGN REQUIREMENTS FOR ALL BUILDINGS. THESE SEA PINES LAND USE COVENANTS INSPIRED OTHERS TO USE SIMILAR COVENANTS IN HUNDREDS OF NEW COMMUNITIES BEGIN AFTER 1960.

DESIGN PROFESSIONALS ACCLAIM FRASER AS HAVING HAD A GREATER BENEFICIAL IMPACT ON LAND USE POLICIES THAN ANY OTHER MAN IN AMERICA IN THE 40-YEAR PERIOD FOLLOWING WORLD WAR II.

TO SEE A TRUE MEMORIAL TO THIS MAN, LOOK AROUND YOU

THE SCULPTURE AND PARK DEDICATED 1994
BY THE FRASER STATUE COMMITTEE
JOHN GELTIS, GOV'T CHAIRMAN

Sea Pines

**"Design Professionals Acclaim
Fraser As Having a Greater
Beneficial Impact on Land Use
Policies Than Any Other Man in
America in the 40-Years Period
Following World War II."**

**"To See a True
Memorial to This
Man, Look Around
You."**

Who Are We Going to Look Up To?



White Pine Trail

State Park-92 Miles Long



Michigan

OUR MISSION

To enhance and fully develop the White Pine Trail State Park.

OUR VISION

The White Pine Trail State Park will provide a safe, accessible, inexpensive, and environmentally friendly recreation opportunity.

OUR GOAL

To see the White Pine Trail State Park have a paved surface from Comstock Park to Cadillac.



White Pine Trail

In 1997 some trail users realized there was no organization whose major focus was to advocate the White Pine Trail development. Several individuals who felt a volunteer group could accelerate and coordinate trail development formed a steering committee. There was immediate support from Kent County Parks Department, the City of Rockford, Plainfield and Algoma Townships. The municipalities offered their facilities for meetings.

A handful of local trail users and small business owners joined the group. On September 10, 1997 the Friends of the White Pine Trail held its first initial public meeting at Plainfield Township Hall. Thirty five people attended.

Since its beginning the "Friends" have continuously grown in it many aspects. We have been the very successful in fundraising to support the trail having raised large sums of money to support and improve the trail.



White Pine Trail

Easy
Railroad
Grade

Just Like
We Have...



FRIENDS
of the
FRED MEIJER
WHITE PINE
TRAIL

White Pine Trail

**Underpass
at Major
Highways**



White Pine Trail

**Signage
At Road
Crossings**





White Pine Trail

Private
Driveway
Crossing-
No
Gates-
Fences



FRIENDS
of the
FRED MEYER
WHITE PINE
TRAIL

White Pine Trail

**Pedestrian
Benches**



White Pine Trail

Picnic
Tables
Benches
Shelters



White Pine Trail



Trail Signage

Note: With 60' R/W on the Yamhelas Route, a Separate Horse Trail Could be Provided



FRIENDS
of the
FRED MEYER
WHITE PINE
TRAIL

White Pine Trail



**Downtown
Rockford
on the
White Pine
Trail**



White Pine Trail

Who Uses the Trail?

- People Pushing Baby Carriages
- Cross Country Skiers (In Winter)
- Bicyclists
- Hikers
- Runners
- Roller Blades
- Joggers
- Families
- Walkers

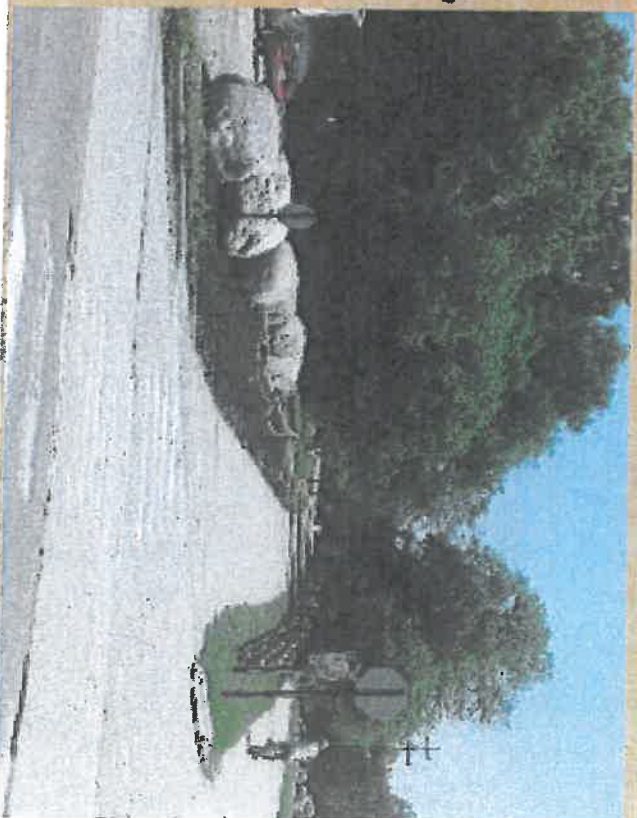




White Pine Trail

What Wasn't There?

- Fencing – Unless to Provide Separation from Incompatible Uses, i.e. Split Rail, Boulders, etc.
- Few, if any, “No Trespassing” Signs
- Gates on the Route



TWO LOCAL CONCERNS

“BAD FOR FARMING”

A Good Presentation Addressing These Issues and Impacts Is:

“Trails and Agriculture - Bridging.pdf”

“HIGHER TAXES”

..... For Who?..... Why?

..... How Would That Work?

..... and How Much?

Lets Investigate the Issues to Determine the Actual Impacts

Will the Yamhellas Trail Create Business Opportunities?

It Can Stimulate Businesses:

- **Bicycle Tours**
- **Bird Watching**
- **Picnic Lunch Catering**
- **Wine Tasting Rooms**
- **Shopping**
- **Horseback Riding**

Yamhill County is Changing

When I Was Young....

- Logging
- Sawmills
- Plywood Plant
- Hunting and Fishing
- Swimming in the Rivers
- Riding My Bicycle Everywhere
- Tent Camping

Yamhill County is Changing

**Where Can Our Children Go Now
to Get Out into the World That I
Experienced without Getting Hit by
a Car?**

Yamhill County is Changing

Now....

- **Commuting Traffic**
- **Narrow or Non Existent Road Shoulders**
- **Vineyards and Tasting Rooms**
- **Pubs, Breweries and Restaurants**
- **Rebirth of Small Towns**
- **Consolidation of Schools**
- **More People, but Not Necessarily More
Recreational Opportunities**

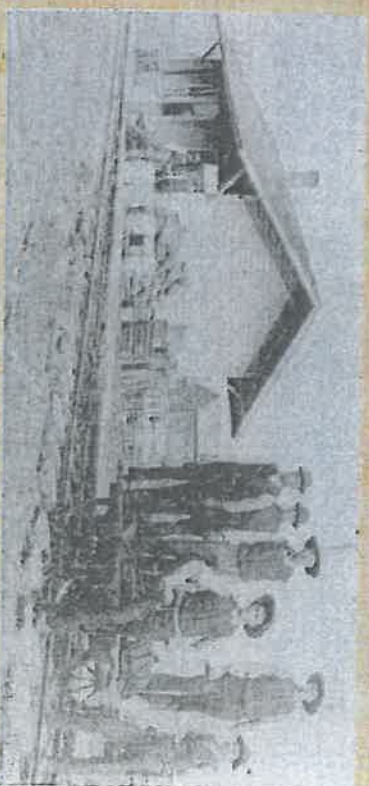
We Have Once in a Lifetime Chance Here

**Let's Not Miss This
Opportunity.....**

Let's Preserve Our

History and Resources for Future Generations

**Let's Do What Other Communities Have
Found Successful...**



Let's Build the Trail!

Thank you

SCAM ALERT: If you receive a message through social media claiming to be a representative of CPRD's Dundee Friday Night Market, asking if you would like to be a vendor and instructing you to make a payment through Paypal, Venmo, or other electronic means, please do not respond. CPRD will not approach you and ask you for electronic payment in order to become a vendor. If you receive any similar message that seems suspicious, please contact our Public Information Office at 971.832.4222 or kricker@cprdnewberg.org. If you are interested in becoming a vendor, great! Contact our Markets Manager Erin Harrington at eharrington@cprdnewberg.org or 503.550.5927. Thank you to the concerned citizens who contacted us about this scam.

Subject: Scammer warning

Date: Friday, July 30, 2021 at 5:26:13 PM Pacific Daylight Time

From: Teresa Whitesides

To: Kat Ricker

Kat,

Hello! My name is Teresa Tingley and I have been approached twice now on Facebook by 2 different accounts (the first account has been deleted now) and they say they work for CPRD and that they are signing up vendors for the Dundee Friday market and that they need \$50 sent to them via PayPal (the first person asked for \$50 via Cash app) and that once they get the payment they will send over the paperwork and I will be all signed up for the market. I have been a vendor before so I know this isn't how it works, I just thought that you should know there are people out there trying to scam people out of money through your organization and that maybe yall can make a Facebook post or something warning people? I am going to post it in the local newberg/dundee facebook pages to warn people so they know asap until maybe you guys could make a post, at first I played along with this person just to see what they said to make sure they were actually a scammer and I took screen shots for proof, so if you need to see those I am happy to email them to you just let me know! I left you a voicemail as well to let you know but ya, I don't know if everyone they reach out to will know it is a scam like I did so I worry about this person taking advantage of other people....I am going to call them out on it and I am sure at that point I will either be blocked or their account will be deleted like the last ladies did after I called them out. Anyway I just wanted to let you know so maybe you could make an announcement that someone is doing this, or you could take action somehow or another! Thank you so much for your time! If you have any questions or would like to see the screenshots please let me know! You can either email me back at this email or you can give me a call at (503) 501-1332.

Thank you again!

Teresa Tingley

Subject: Re: Market scam
Date: Tuesday, August 3, 2021 at 9:14:36 AM Pacific Daylight Time
From: Rich Sterrett
To: Kat Ricker, Erin Harrington
Attachments: processed.jpeg

11:12  

  65% 



Posts



Newberg Dundee Community Group 

...

Teresa Tingley • Yesterday at 9:45 PM • 

Wanted to warn everyone on a scammer! I have already alerted CPRD so they know but I was messaged by a lady claiming to work there who saw a comment I made about being interested in becoming a vendor for the Dundee Friday market, she messaged me saying that she worked for CPRD and there was only 4 spots left if I wanted to become a vendor I needed to send her \$40 via PayPal and she would sign me up she wouldn't send me any paperwork about it until after I paid....having been a vendor before I know how it works and I knew this was wrong so please beware! I've included photos of the profile so please do not send money to people you don't know without checking them out first! Just wanted to let everyone know! When I called her out on being a scammer she stopped talking to me lol

< Brenda NY Jenema



Brenda NY Jenema

+ Add Friend

Home About Photos

About

Married



Like

Comment

Share

27

All Comments



Riley Johnson

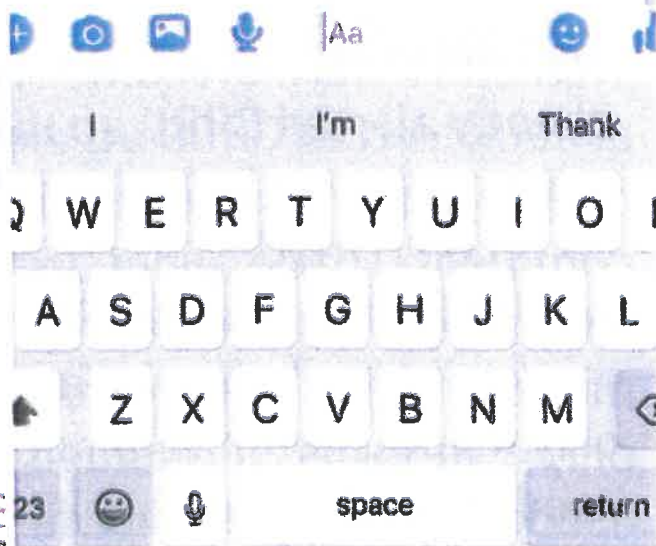
222

Hello we got 4 vendor spots available

<https://facebook.com/events/s/dundee-friday-night-market/523386375496898/>



Dundee Friday Night Market



I'd bet \$10 its actually a 20 something Nigerian guy in a call center that is using Brenda's hacked account. Or they made a dummy copy of her account.

13h Like Reply

4 



Riley Johnson Considering 'her' page has no pos...

Rules

Write a public comment...



Sent from my T-Mobile 5G Device
Get [Outlook for Android](#)

From: Kat Ricker <kricker@cprdnewberg.org>
Sent: Tuesday, August 3, 2021 9:03:39 AM
To: Rich Sterrett <rsterrett@cprdnewberg.org>; Erin Harrington <eharrington@cprdnewberg.org>
Subject: Re: Market scam

Hello Rich,

Thank you! Can you point me to the posted comment or message?

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

From: Rich Sterrett <rsterrett@cprdnewberg.org>
Date: Saturday, July 31, 2021 at 9:09 AM
To: "Kricker@cprdnewberg.org" <kricker@cprdnewberg.org>, Erin Harrington <eharrington@cprdnewberg.org>
Subject: Market scam

It came to my attention on Facebook someone is saying they run the Friday night market and can get

223

someone in for 40\$ and we only have 4 spots available, just giving a heads up, thanks...

Rich Sterrett

Sent from my T-Mobile 5G Device

Get [Outlook for Android](#)