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# INTRODUCTION

# WELCOME TO CHEHALEM PARK AND RECREATION DISTRICT!

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We're happy to welcome you to **Chehalem Park and Recreation District (CPRD)** – we're glad you've joined us! We take pride in selecting people such as you to join our organization, and we truly believe you will be a positive addition to our most important asset – our employees.

We hope you will enjoy a productive and pleasant association with us. We have created a work environment, compensation and benefits program, an interactive culture that we believe fosters positive work relationships. We expect that you will enhance the atmosphere by contributing your best efforts in whatever is asked of you.

We have defined values that we encourage from ourselves and all employees of CPRD. CPRD is short for Chehalem Park and Recreation District. Please remember “C” in CPRD stands for Cooperation. “P” in CPRD stands for Professionalism. “R” in CPRD stands for Responsiveness. “D” in CPRD stands for Dedication. We encourage staff to be **“cooperative”, “professional”, “responsive”, and “dedicated”** in all endeavors at CPRD.

We believe that you can contribute significantly to our success and want you to share in the growth of our future. We also feel that the best way to help you achieve this, is to help you understand our organization and your role in it. This Handbook has been prepared as a guide to give you a better understanding of the organization's policies, procedures, and practices. Please familiarize yourself with its contents and keep it handy for reference.

Our organization values two-way communication, and our “open door” policy encourages you to ask questions if there are policies or procedures you don't understand. We welcome your ideas and suggestions for ways to improve our operations and services or to save unnecessary costs during your employment with us.

Again, welcome to our team. We wish you success in your new position and truly value you and the contribution you make during your employment with us. We sincerely hope you will like it here.

**W. Don Clements, Superintendent**

## ABOUT THIS HANDBOOK

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This Employee Handbook is a guide to help you understand our employment provisions and expectations. The Handbook applies to all of our employees. It is intended to be a positive document that begins to establish the relationship between us.

Please remember that this Handbook contains only general information and guidelines. It is not intended to address all the possible applications of or exceptions to general policies and procedures. Our policies are based on the belief that common sense, good judgment, and consideration for the rights of others are paramount to our ability to serve our customers and ourselves. While we have tried to anticipate many of your questions, keep in mind that this document won't provide every answer. If you have any questions concerning eligibility for a particular benefit or how a policy or practice applies to you, please ask the supervisor of your department.

We know that employees have varied skills, goals, perceptions, and values, and that such diversity may create situations not fully addressed within this Handbook. In that event, we'll try to make fair and equitable decisions while making sure that the best interests of the organization are served.

Neither this Handbook nor any other organizational document confers any express or implied contractual right to remain in Chehalem Park and Recreation District's employ, nor does it guarantee any fixed terms or conditions of your employment. Your employment is not for any specific period of time and may be terminated at will, with or without reason, and without prior notice by CPRD or you for any reason, at any time.

The procedures, practices, policies, and benefits described here may be modified or discontinued from time-to-time. We recognize our responsibility to keep employees informed of changes that may affect them and will provide replacement pages so you can keep your Handbook current.

Some subjects described in this Handbook, such as benefit plan information, are covered in detail in official policy documents. You should refer to these documents for specific information since this Handbook provides summaries only. Please note that when discrepancies occur between benefit language in this Handbook and in the official policy documents, the terms of the written insurance policies are controlling. We encourage you to use caution when making decisions with long-term impact based on our current benefit offerings, given that we may find it necessary to make changes to these programs.

You are encouraged to offer suggestions for improvement to these policies, employment practices, or working conditions. Please read through the Handbook carefully and share it with your family members so they will also understand your work environment. If you have additional questions or need further details, please talk with your supervisor, who can advise you or refer you to the appropriate resource.

# EMPLOYMENT POLICIES

## EMPLOYMENT RELATIONSHIP

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You and Chehalem Park and Recreation District are engaged in an “at-will” employment relationship. Therefore, employment at Chehalem Park and Recreation District is for no definite period of time and may, regardless of the time and manner of payment of wages and salary, be terminated at will. This means that either you or the organization may terminate the employment relationship at any time, with or without reason or advance notice.

No one in the organization has the authority to enter into any agreement contrary to this “at-will” relationship except the Superintendent. It cannot be altered, except when in writing and signed by the President and Secretary of the Board and you. Chehalem Park and Recreation District will not make and will not be bound by any oral promises concerning the length or terms of your employment.

### **Equal Employment Opportunity**

Chehalem Park and Recreation District is an equal opportunity employer and, as such, considers individuals for employment according to their abilities and performance. Employment decisions are made without regard to race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, genetic information, or any other classification protected by law. All employment requirements mandated by local, state, and federal regulations will be observed.

The organization employs affirmative personnel measures to ensure the achievement of equal employment opportunities in all aspects of employment and the work environment. These policies of nondiscrimination will prevail throughout every aspect of the employment relationship, including recruitment, selection, total compensation, promotion, transfer, layoff and recall, termination, training, and dispute resolution.

In keeping with our philosophy and applicable laws, our advertising and recruiting materials will contain the following statement to encourage qualified applicants to apply: “Equal Opportunity Employer.” Our policy as an equal opportunity employer is to employ those legally entitled to work in the United States without regard to citizenship status, ethnic background, or national origin. However, in conformity with the relevant immigration statutes and regulations, our policy is to hire only those who are eligible to work in the United States. Verification documentation is required of all new hires.

All employees in the organization are responsible for following and carrying out this policy according to the spirit and intent of our equal employment commitment. Management provides and supports a dispute resolution procedure for complaints alleging discrimination. Employees are expected to bring any questions, issues, or complaints to Management’s attention. If you believe you have been harassed, or if you witness or suspect any violation of this policy, you should report the matter immediately to the Superintendent. We also encourage that you document your concerns. We will not retaliate against you for filing a complaint or cooperating in an investigation and we will not tolerate or permit retaliation by Management or co-workers.

## AMERICANS WITH DISABILITIES ACT

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The Americans with Disabilities Act [ADA], amended by the ADA Amendments Act of 2008, is a comprehensive federal civil rights law that specifically protects individuals with physical and mental disabilities from discrimination in the workplace.

Individuals are protected under the ADA if any of the following conditions exist:

- They currently have a physical or mental condition that significantly restricts their ability to normally conduct a major life function [walking, seeing, hearing, breathing, bodily functions, etc.];
- They have a history of such impairment; or,
- They are regarded as having such impairment.

The ADA also prohibits discrimination on the basis of an individual's relationship to someone [parent, sibling, child, spouse, friend, etc.] with a disability.

Chehalem Park and Recreation District offers equal employment opportunities to qualified individuals who may have a physical or mental disability but are still able to perform essential job functions with reasonable accommodations. Essential functions are defined as the fundamental non-marginal duties of the position being held or sought. A job function is essential if the position exists for the performance of the function, there are only a limited number of employees available to perform it, or it is so highly specialized that an expert is required to perform it.

Reasonable accommodations are available to employees and applicants, as long as the requested accommodations don't cause an undue hardship on the organization. Individuals protected by the ADA/ADAAA should discuss their needs for possible accommodation with the Department Supervisor and Administrative Coordinator.

# HARASSMENT

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Chehalem Park and Recreation District will not tolerate conduct by any employee, elected official, board or commission member, volunteer or intern, customer or member of the public that harasses, disrupts, or interferes with an employees work performance or which creates an intimidating, offensive, or hostile work environment. All forms of harassment are prohibited. We want to maintain a working environment free from all forms of harassment, whether based upon race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, on-the-job injury, genetic information, or any other legally protected characteristic or status. Retaliation associated with a complaint of harassment is also prohibited.

Behavior such as telling ethnic jokes; using religious slurs or offensive slang, or other derogatory terms regarding a person's race, sexual orientation, age, sex, national origin, or disability; or mimicking one's speech, accent, or disability are examples of prohibited conduct and will not be tolerated. Harassing individuals by making derogatory comments regarding protected status or characteristics is strictly prohibited, as well as using any other words or conduct that might create a hostile or offensive work environment.

Sexual harassment or assault is also a form of harassment. The following conduct is considered to be sexual harassment;

- Submission to the conduct is in any way deemed to be a term or condition of employment;
- Submission to or rejection of the conduct is used as a basis for employment-related decisions; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment can also consist of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Conduct such as sexual or sexist language, jokes, or innuendoes; nude, profane, or obscene cartoons, drawings, or photographs; whistling; staring; and inappropriate touching are not tolerated at Chehalem Park and Recreation District. Cell phone use, including text messages and other similar electronic communications, can also be considered harassing behavior.

Sexual Assault is defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled using physical force, manipulation, threat, or intimidation.

Each manager/supervisor has a responsibility to maintain a workplace free of any form of sexual harassment. No person shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. Sexual harassment in the workplace, whether by managers/supervisors, non-managerial employees, or outside individuals (vendors, customers, etc.) is prohibited.

This policy explicitly applies to conduct in the workplace, at social functions sponsored by the organization, and at business functions (conventions, trade shows, etc.). This policy applies to any conduct, however, as described above, which impacts the organization or work environment, regardless of where it occurs.

Management provides and supports a dispute resolution procedure for receiving and resolving complaints alleging discriminatory practices in employment relations. As an employee of Chehalem Park and Recreation District, you have the responsibility to immediately report any actions or words, which you find

to be harassing. The organization will not retaliate against you for filing a complaint or cooperating in an investigation and will not tolerate or permit retaliation by anyone.

### ***Reporting Incidents of Harassment***

If you believe that you have been harassed, have witnessed harassment, or suspect any violation of our harassment policy, you must immediately report the matter to the Superintendent or your Department Supervisor/Director. These individuals are responsible for ensuring that all complaints are promptly and thoroughly investigated without prejudice or retaliation. The investigation will be conducted promptly, but no specific timeframe can be guaranteed because each situation is likely to be different, and individuals may have varying schedules. Every effort will be made to complete the investigation within two weeks. In all cases, you will be notified of the outcome of the investigation.

All complaints of harassment will be investigated promptly and impartially. Discretion will be used during the investigation in order to maintain as much confidentiality as possible while effectively completing the investigation, however, confidentiality cannot be guaranteed. If you are not satisfied with the handling of a complaint or the action taken by management, you should bring the complaint to the next higher level of authority. In all cases, you will generally be advised of the outcome.

Any employee or manager who is found, after appropriate investigation, to have engaged in harassment or to have retaliated against an individual for reporting harassment will be subject to appropriate corrective action, depending on the circumstances, up to and including termination.

### ***Employment Agreements***

No employee will be required or invited to sign an agreement requiring the non-disclosure of information related to discrimination or sexual assault as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits. An employee may request this type of agreement and, upon request, will be provided at least seven (7) days to change their mind.

### ***External Complaint Procedure***

We encourage employees to bring their concerns and complaints to the organization, and understand that, at times, this may not be the choice of the employee. Below is a list of the external complaint options. Please reach out to the preferred choice to determine the appropriate timelines for their processes.

- Oregon Bureau of Labor and Industries at the following web address:  
[https://www.oregon.gov/boli/CRD/Pages/C\\_Crcompl.aspx](https://www.oregon.gov/boli/CRD/Pages/C_Crcompl.aspx)
- Civil or Criminal Action. In these circumstances, a Notice of Claim must be provided to us in accordance with ORS 30.275.

### ***Additional Employee Support Services***

Employees may choose to use other support services throughout and following instances related to concerns and complaints. The organization provides the following for additional assistance:

- Legal services
- Counseling and Support Services and/or Employee Assistance Services



## WORKPLACE PROFESSIONALISM

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While harassment due to a person's protected class is prohibited, so too is unprofessionalism, such as incivility, due to personality clashes or issues. We want our focus to be on customer service, productivity, and the ability for each employee to flourish here. This makes it essential that our employees treat each other and those with whom we serve with courtesy, respect, and consideration. Further, we require that employees work cooperatively and constructively in resolving issues or problems on-the-job to foster satisfactory working relationships.

Chehalem Park and Recreation District defines unprofessionalism as *"repeated or one-time behavior, which is inappropriate and which may be verbal, non-verbal, or physical; either direct or indirect which generally occurs at work and in the course of employment but may also apply to off-site behavior exhibited by employees that negatively impacts the working relationship."* Such behavior, whether exhibited between co-workers, management and staff, vendors/customers, another outside party, or a member of the public, violates our policy on how others should be treated while at the workplace or engaged in organizational operations.

Where an allegation of unprofessionalism is made, consideration of the intention will be given. The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives, that Chehalem Park and Recreation District will not, in any instance, tolerate unprofessional behavior. Employees found to be in violation of this policy will be subject to corrective action.

We will consider the following examples as unprofessional; however, this is not considered a comprehensive list. Any actions that create the same or similar result will also be considered.

- Making comments on Facebook, texting, misuse of other forms of social media
- Public humiliation in any form
- Constant criticism on matters unrelated or minimally related to the person's performance or job description
- Spreading rumors and gossip regarding individuals
- Interfering with the ability of someone to perform job duties or consistently assigning menial tasks not central to the job.
- Taking credit for another person's ideas

Any Chehalem Park and Recreation District employee who has experienced unprofessionalism should immediately report the behavior according to the reporting process outlined in our anti-harassment policy. All reports will be investigated and addressed. Making false/baseless or malicious complaints of unprofessionalism will be regarded as a serious offense, which may also lead to corrective action.

## DISPUTE RESOLUTION

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We believe that undisclosed problems will remain unresolved and will lead to impaired work relationships, dissatisfaction with working conditions, and a decline in operational efficiency. Therefore, the organization has established this dispute resolution procedure to solve problems as quickly, fairly, and thoroughly as possible. This procedure is a method for impartially hearing the complaint and is intended to resolve problems and provide a fair and objective review. All issues will be handled without prejudice or retaliation.

### ***Reporting Issues Other than Harassment/Discrimination***

Any other questions or concerns you may have should be discussed with your immediate supervisor, absent special circumstances, as soon as you are aware there is a problem or have a question. Your supervisor will generally follow-up to your concern, in writing, within one week.

We realize there may be valid reasons to forego this initial step; in those circumstances [*i.e.*, a concern involves an immediate supervisor], you may go directly to the next level of management or to the Superintendent for assistance.

### ***Appeal Process***

Honest differences of opinion occur, and some situations will require the review or decision of a higher management level. A higher-management review, however, is intended to occur after you have discussed a situation with your immediate supervisor and a satisfactory solution has not been reached.

If you believe a policy has been inappropriately applied, or you have been unfairly treated or unjustly disciplined by your immediate supervisor, you may present the matter to your Department Supervisor. That official will review the issue and make a decision. If you are not satisfied with this decision, you may present the matter to the Superintendent for review and settlement. The decision of the Superintendent will be final. All cases will be reviewed on an individual basis and without regard to precedent.

## EMPLOYMENT

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It is our goal to fill employment vacancies with the most qualified applicants, whether recruiting internally, externally, or in utilizing both options. Job applicants will be considered on an equal basis for all positions without regard to sex, age, race, color, religion, national origin, marital or veteran status, sexual orientation, gender identity, genetic information, a physical or mental disability, or any other characteristic protected under applicable law, including Veterans' Preference.

Our goal will always be to select the most qualified person for each available job.

Former employees and relatives of current employees will be considered for employment in the same manner as other applicants. We may refuse to place a spouse, domestic partner, or immediate family member under the direct supervision of a spouse, domestic partner, or family member, if such placement adversely affects supervision, safety, security, or morale.

You may, from time-to-time, be temporarily transferred or assigned to perform work outside of your regular job duties, schedule, or location. Depending upon the circumstances, you may be subject to a wage adjustment while performing such work. We may also reassign employees on a long-term basis whose placements are determined to be unsuited to their individual skills and transfer any employee who has an illness or disability that requires modified duty without posting the position.

### ***New Employee Orientation***

New employees are expected to attend a thorough orientation within the first week of employment. This helps to ensure positive integration into our operations and helps new employees start a productive and satisfying employment relationship. At the orientation, you will receive detailed information about general policies, procedures, benefits, and basic information on pay and leave policies.

### ***Introductory Period***

As a new employee, you are hired on a six (6)-month introductory period. The introductory period is an extension of the employee selection process. During this period, you are considered to be in training and under observation and evaluation by supervisors. Evaluation of your adjustment to work tasks, conduct and other work rules, attendance, and job responsibilities will be conducted during the introductory period. This period gives you an opportunity to demonstrate satisfactory performance for the position and provides an opportunity for us to see if your abilities and the requirements of the position match. It is also a chance to see if we meet your expectations as an employer.

Your performance will be evaluated at the end of the introductory period, and a decision about your employment status will be made and shared with you in writing. If you have successfully completed the introductory period, you will be moved to regular status. Movement to regular status does not alter the at-will condition of your employment. This period may be extended only by approval of the Department Supervisor. The request for an extension won't be approved if it is submitted after the normal conclusion of your introductory period. If expectations are not met or if your skills are not satisfactory, it is unlikely that your employment will continue.

### ***Promotions and Transfer Training Period***

If you are promoted or transferred to a new position, you must also complete an introductory period of six (6) months to determine the suitability of the placement and your ability to satisfactorily perform the required work. If it is determined that the job change is not working during this period, you will be returned to your original job if a vacancy exists. Otherwise, you will be assigned to any other vacant job

we deem suitable. If no such job is vacant, your employment may be terminated. If you are placed in a job other than your original job, the pay and benefits may be adjusted.

### ***Re-employment***

Employees who resign from the organization in good standing may be eligible for re-employment consideration. Applications received from former employees will be considered and processed using the same procedures and standards that govern all other applicants. Previous performance with the organization will be evaluated if the reference check phase is reached. We are not obligated to rehire former employees.

Rehires shall be considered new employees, except where federal or state law requires otherwise [e.g., the Employee Retirement Income Security Act rules which apply to pensions, where state law applies to health insurance benefit reinstatement].

### ***Employment Classifications***

Employee status is categorized to make distinctions in employment-related conditions and to aid in a better understanding of employment relationships within the organization. Employees may be considered introductory, full-time or part-time, temporary, or on-call as described below:

Introductory\*: Newly hired or promoted employees within the introductory period. New hires normally earn, but cannot use, benefits. (NOTE: Sick time accrued may be used starting the 91<sup>st</sup> day of employment. Other benefit eligibility depending on individual classification may begin prior to Introductory period conclusion).

Regular Full-time: An employee who is regularly scheduled to work 30 hours or more per week. Classification normally is eligible for benefits.

Regular Part-time: An employee who is regularly scheduled to work less than 30 hours per week. This classification is normally not eligible for benefits. (For health insurance coverage, consistent scheduling of 30 hours per week *may* be treated similarly to full-time for specific benefits, depending upon plan benefit criteria.)

Temporary\*: An employee who is hired for a specified period of time, usually no more than one year. This classification is typically not eligible for benefits, except for those mandated by law.

On-Call\*: An employee who does not have a set schedule and works only when called upon.

*\* May be eligible for certain benefits under the Affordable Care Act or if otherwise mandated by law.*

Employees are further classified according to federal and state wage and hour laws as exempt or non-exempt, as defined below. Management will make the appropriate designation regarding the status for each new position or when a position changes substantially. If you are uncertain as to your status, ask your department supervisor.

Exempt: An employee who is exempt from the overtime pay and minimum wage requirements under federal and state laws. Exempt employees include managers, executives, supervisors, professional staff, outside sales representatives, owners, and others who are generally paid a salary and whose duties and responsibilities allow them to be exempt under federal and state law.

Non-exempt: An employee who is paid an hourly wage and whose job generally calls for the payment of minimum wage and overtime as specified under state or federal regulations.

## EMPLOYMENT RECORD KEEPING

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### ***Access to Personnel Files***

The organization maintains a personnel record for each employee, and access to those records is restricted to authorized persons only. The records contain applications, written evaluations, performance counseling notices, correspondence, and other information pertinent to employment. Authorized persons are individuals in a direct line of supervision over the employee to whom the file applies or any management representative involved in a pending personnel action.

Your personnel file is available for review (except for any references and other material exempt from disclosure under state law) by making advance arrangements with the Superintendent or Administrative Coordinator. We will provide copies of personnel records or files as required by law, but you may be asked to reimburse us for the reasonable cost of providing copies.

### ***Change in Personal Data***

Keeping your personnel records current can be important to you with regard to pay, payroll deductions, benefits, and other matters. If you have changes in any of the following items of information, please notify the Administrative Coordinator or your immediate supervisor. Most of the items listed below can be updated by the employee directly in their payroll account, and would not require notification if the employee completes the updates online:

- Name (notification required for proper documentation)
- Marital status (if in a position with benefits)
- Address (employee may self-update in system)
- Telephone number (employee may self-update in system)
- Dependents (if in a position with benefits)
- Person to be notified in case of emergency (employee may self-update in system)
- Job-related physical or other limitations that impact employment
- Other information having a bearing on your employment

# **EMPLOYMENT RELATIONS AND CONDUCT**

## ETHICS

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We believe in treating people with respect and adhering to ethical and fair practices. All Public Officials are held accountable to the states Ethics laws found in ORS 244. Employees who violate the Ethics Policy or who create an equally detrimental impact on the organization will be subject to corrective action, depending upon the circumstance, up to and including termination

### ***Public Officials***

A public official includes anyone serving the State of Oregon or any of its political subdivisions or any other public body in any of the listed capacities, including as an “agent.” An “agent” means any individual performing governmental functions. Governmental functions are services provided on behalf of the government as distinguished from services provided to the government. This may include private contractors and volunteers, depending on the circumstances.

Upon employment with our organization you became a Public Official.

### ***Gifts***

During a calendar year, a public official, a candidate or a relative or member of the household of the public official or candidate may not solicit or receive, directly or indirectly, any gift or gifts with an aggregate value in excess of \$50 from any single source that could reasonably be known to have a legislative or administrative interest.

During a calendar year, a person who has a legislative or administrative interest may not offer to the public official or a relative or member of the household of the public official any gift or gifts with an aggregate value in excess of \$50.

During a calendar year, a person who has a legislative or administrative interest may not offer to the candidate or a relative or member of the household of the candidate any gift or gifts with an aggregate value in excess of \$50.

### ***Use of Official Position or Office***

A public official may not use or attempt to use official position or office to obtain financial gain or avoidance of financial detriment for the public official, a relative or member of the household of the public official, or any business with which the public official or a relative or member of the household of the public official is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the public official’s holding of the official position or office.

Except:

- Any part of an official compensation package as determined by the public body that the public official serves.
- The receipt by a public official or a relative or member of the household of the public official of an honorarium or any other item allowed under ORS 244.042 (Honoraria).
- Reimbursement of expenses.
- An unsolicited award for professional achievement.
- Gifts that do not exceed the limits specified in ORS 244.025 (Gift limit) received by a public official or a relative or member of the household of the public official from a source that could reasonably be known to have a legislative or administrative interest.
- Gifts received by a public official or a relative or member of the household of the public official from a source that could not reasonably be known to have a legislative or administrative interest.



- The receipt by a public official or a relative or member of the household of the public official of any item, regardless of value, that is expressly excluded from the definition of “gift” in ORS 244.020 (Definitions).
- Contributions made to a legal expense trust fund established under ORS 244.209 (Application to establish fund) for the benefit of the public official.

A public official may not solicit or receive, either directly or indirectly, and a person may not offer or give to any public official any pledge or promise of future employment, based on any understanding that the vote, official action or judgment of the public official would be influenced by the pledge or promise.

A public official may not attempt to further or further the personal gain of the public official through the use of confidential information gained in the course of or by reason of holding position as a public official or activities of the public official.

A person who has ceased to be a public official may not attempt to further or further the personal gain of any person through the use of confidential information gained in the course of or by reason of holding position as a public official or the activities of the person as a public official.

A person may not attempt to represent or represent a client for a fee before the governing body of a public body of which the person is a member. This subsection does not apply to the person’s employer, business partner or other associate.

The provisions of this section apply regardless of whether actual conflicts of interest or potential conflicts of interest are announced or disclosed under ORS 244.120

### ***Honoraria***

A public official may not solicit or receive, whether directly or indirectly, honoraria for the public official or any member of the household of the public official if the honoraria are solicited or received in connection with the official duties of the public official.

A public official may receive of an honorarium or a certificate, plaque, commemorative token or other item with a value of \$50 or less; or receive an honorarium for services performed in relation to the private profession, occupation, avocation or expertise of the public official or candidate.

### ***Financial Interest in Public Contracts***

A person who ceases to hold a position as a public official may not have a direct beneficial financial interest in a public contract for two years after the date the contract was authorized.

You are required to inform us of any activity that is ongoing or planned that may be or is a conflict with these laws. We will work with the State Ethics commission to determine the appropriate steps for resolution.

Failure to meet these standards will result in investigation and, depending on the outcome, result in discipline up to and including separation.

# CONFIDENTIALITY

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## ***Organization and Customers***

At Chehalem Park and Recreation District, employees have access to highly confidential and proprietary information, including information about our business plans and customers. Our customers trust us with confidential information and disclosing this information without authorization would have a materially adverse impact on our integrity and on our relationships with our customers. Employees must not disclose any information pertaining to the organization or its customers without prior explicit approval of their managers/supervisors and must sign a form stating such.

No organization records or information, including documents, files, records, computer files, and similar materials may be removed from our premises without permission from Chehalem Park and Recreation District, except in the ordinary course of performing duties on behalf of Chehalem Park and Recreation District. Additionally, the contents of organization records or information otherwise obtained in regard to business may not be disclosed to anyone except where required for a business purpose. This prohibition also applies to items posted in a blog or website. Employees are subject to appropriate corrective action, up to and including termination, for revealing confidential information.

## ***Employee Records***

Chehalem Park and Recreation District's philosophy is to safeguard personal employee information in its possession to ensure the confidentiality of this information. Additionally, the organization will only collect personal information that is required to pursue its business operations and to comply with government reporting and disclosure requirements. Personal information collected by the organization includes employee names, addresses, telephone numbers, e-mail addresses, emergency contact information, EEO data, social security numbers, date of birth, employment eligibility data, benefit plan enrollment information, which may include dependents' personal information, and school/college or certification credentials. All pre-employment inquiries, including reference check records, as well as former employee files are maintained in locked, separate areas and are not used by the organization in the course of business operations.

Personal employee information will be considered confidential and, as such, will be shared only as required and with those who have a need for access to such information. All hard copy records will be maintained in locked, secured areas with access limited to those who have a need for such access. Personal employee information used in business system applications will be protected under company proprietary electronic transmission and Virtual Private Network policies and security systems. Participants in company benefit plans should be aware that personal information will be shared with plan providers as required for claim handling or record keeping needs.

Organization-assigned information, which may include organizational charts, department titles and staff charts, Designated Positions, department budgets, company coding and recording systems, telephone directories, e-mail lists, and company facility or location information and addresses, is considered by the company to be proprietary company information to be used for internal purposes only. The company retains the right to communicate and distribute such information as it feels necessary to conduct business operations.

If an employee becomes aware of a breach in maintaining the confidentiality of any personal information, the employee should report the incident to the Superintendent. The Superintendent or an appointed designee has the responsibility to investigate the incident and take corrective

action. Please understand that the reasonableness of actions taken in these circumstances will be taken into consideration. Examples of the release of personal employee information that will not be considered a breach include the following:

- Release of partial employee birth dates [*i.e.*, day and month, which is not considered confidential and will be shared with supervisors/managers who elect to recognize employees on such dates].
- Personal telephone numbers or e-mail addresses may be distributed to supervisors/managers/co-workers in order to facilitate company work schedules or business operations.
- Employee identifier information used in salary or budget planning, review processes, and for timekeeping purposes will be shared with supervisors/managers.
- Employees' company anniversary dates will be distributed to appropriate supervisors/managers periodically.
- Employee and dependent information may be distributed in accordance with open enrollment processes, for periodic benefit plan changes, or for benefit statement updates.

Should a security breach occur, you will be notified in writing as soon as possible.

## WORKPLACE RULES

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Chehalem Park and Recreation District believes policies and procedures are essential for the orderly operation of our business and for the protection and fair treatment of all employees. As a result, we have clearly identified performance expectations so that each employee behaves according to our workplace standards. Courtesy and common sense should always prevail. The following work rules are not all-inclusive, but serve as guidelines to demonstrate the work behaviors considered important to Chehalem Park and Recreation District.

1. You are expected to be at work on time, to stay until your workday ends, and to do the work assigned or requested of you. If you are unable to be at work on time, you are expected to contact your immediate supervisor promptly.
2. You are expected to regard your workplace with respect and attention. Chehalem Park and Recreation District records, equipment, and property are to be treated carefully and appropriately. You are responsible for those items in your custody and will be held accountable for their maintenance, appropriate use, and accuracy.
3. You are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by Chehalem Park and Recreation District or by outside regulatory bodies.
4. You are expected to conduct yourself in a professional manner, exhibiting a high regard for our customers, vendors, business associates, and for co-workers. No breach of professional behavior (abusive language, harassment, personal business during work time, *etc.*) will be condoned. This also applies to alcohol consumption when representing Chehalem Park and Recreation District in a business or social capacity.
5. You are expected to maintain the confidentiality of organization information or customer information in your possession (*i.e.*, personnel information, trade secrets, *etc.*).
6. You are expected to wear clothing that is neat in appearance and consistent with a professional atmosphere, keeping in mind the impression it has on customers, visitors, and other employees as well as the need to promote organization and employee safety. Good individual judgment is the best guideline, but management retains the right to decide what dress is appropriate.

This information regarding our behavioral expectations should help guide employee actions. You are urged to use reasonable judgment and to seek advice in doubtful or unclear situations. If all employees do their best to meet both the spirit and intent of these guidelines, disciplinary issues will be minimal. It is our policy to resolve conduct and performance problems in the most informal and positive manner possible; however, conduct which falls outside of the above guidelines will result in corrective action, up to and including termination.

We also believe that all of our employees should have an opportunity to be heard in matters involving discipline; therefore, we have adopted a formal Dispute Resolution Procedure, which can be found elsewhere in this Handbook.

## WHISTLEBLOWER PROTECTIONS

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Chehalem Park and Recreation District encourages any employee with knowledge of an illegal or dishonest activity to report it to the Superintendent. All such issues will be promptly investigated with the intent to determine fault and institute any appropriate corrective measures. Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting. Any employee wishing for more information can obtain further details from the Superintendent.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee should immediately contact a direct supervisor or the Superintendent. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to corrective action, up to and including termination.

Whistleblower protections are provided to maintain confidentiality and to prevent retaliation. Although someone's identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their due course, the privacy of the individual making the report will be protected to the extent possible. Chehalem Park and Recreation District will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments as well as threats of physical harm. Any whistleblower who believes retaliation has occurred must contact the Superintendent immediately. The right of a whistleblower to protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the Superintendent who is responsible for investigating and coordinating corrective action.

## DRESS CODE

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Employees contribute to the atmosphere and reputation of Chehalem Park and Recreation District in the way they present themselves. A professional appearance is essential to a favorable impression with customers and clients. Good grooming and appropriate dress reflect employee pride and inspire customer, client and citizen confidence.

Managers have the discretion to determine appropriateness in appearance. Employees who do not meet a professional standard may be sent home to change and may not be paid for that time off. A basic essential of appropriate dress includes the need for clothing to be neat and clean. A reasonable standard of dress rules out overly-revealing clothing, tank tops, halter-tops, or any extreme in dress, accessory, fragrance, or hairstyle.

Additionally, clothing, jewelry, and hair should not be loose or dangle in such a way that creates any kind of safety hazard.

Body piercing jewelry and body art that does not convey a professional image should not be visible.

Management may make exceptions to the Dress Code for special occasions. An employee unsure of what is appropriate should check with the designated manager or supervisor.

Some departments may require specific guidelines. People who need to leave work to change clothes for meetings must utilize personal unpaid time or vacation time. If you are meeting clients, business dress is always appropriate. These policies may be changed as fashion trends in clothing for the business world change.

# COMMUNICATION AND SOFTWARE SYSTEMS

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## ***Electronic Communications Systems***

Chehalem Park and Recreation District provides electronic communication systems to maintain superior communications both within the organization and with outside clients and vendors. You are encouraged to learn about these tools and how to use them. This policy provides directions for you regarding access and disclosure of information when using these communication systems. All employees and others outside the organization who may use the systems are expected to be aware of and support this policy.

Our electronic communication systems include computers, software, electronic mail (e-mail), copiers, fax machines, telephones, cell phones, voice mail, messengers, and various online services. All of these systems are operated and managed based upon this policy.

These systems and any other informational, storage, or retrieval services that the organization provides are organization tools and are to be used for business purposes only during business hours. Use of company systems during business hours for other than work-related purposes should be minimal and must not impact business operations.

The use of these systems is not private or confidential. Within the bounds of current and future laws, the organization reserves and intends to exercise the right to review, audit, intercept, access, and search these business systems at will, monitor data and messages within them at any time and for any reason, and disclose selected contents without notice or other restrictions. Messages sent through these systems remain the property of the organization.

As an employee, you must not permit any proprietary or confidential information of Chehalem Park and Recreation District to enter the public domain through electronic transmissions. Examples of the organization's proprietary and confidential information are provided in the Confidentiality Policy. Also, these systems shall not be used to receive or distribute copyrighted materials, trade secrets, proprietary information, or similar materials from/to outside the organization without prior authorization.

Any messages or communications used through this system are subject to our anti-harassment, anti-discrimination, and non-solicitation policies. You are expected to carefully compose and review the wording, tone, and content of your communications before transmission.

You should check with your supervisor if you have any questions about the proper use of communication or software systems. All system users who discover violations of this policy are expected to notify their supervisors or managers immediately. Improper use or violation of this policy can result in corrective action, up to and including termination.

## ***Electronic Mail System***

You are reminded to be courteous to other users of the e-mail system and to always conduct yourself in a professional manner. E-mail messages are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. You should write e-mail communications with no less care, judgment, and responsibility than you would use for letters or internal memoranda written on organizational letterhead.

You should know that even when a message is erased through e-mail, it is still possible to retrieve and read that message. Even though the organization reserves the right to retrieve and read any e-mail messages, those messages are to be treated as confidential by other employees and accessed only by the intended recipient. We expect employees to respect others' privacy and not retrieve or read electronic messages for which they are not the intended recipient unless authorized. The use of passwords for security does

not guarantee confidentiality; all passwords to company systems must be disclosed to the organization's Superintendent or Administrative Coordinator.

### ***Organization-owned Personal Computers/Laptops/other similar computer type devices***

To protect the integrity of our systems, all software used on our computers, laptops, and similar computer type devices, must be approved by the Superintendent or Department Supervisor. Personal or downloaded software may only be installed after authorization from that individual. A virus check of all such software must be made immediately before it is installed on any organization computer. A virus check must also be conducted on any electronic devices originating from or used on any computer outside of the organization prior to its use with an organization-owned computer. The copy or transfer of organization-owned software may occur only with the written authorization of the Superintendent.

### ***Laptop Security/other applicable equipment***

Laptops and other applicable equipment will only be replaced by the company if the laptop and other equipment were secured by two anti-theft devices at the time they were stolen. For example, a computer camera stored in a locked cabinet within a locked office; a laptop locked in a safe in a locked motel room; a laptop secured in a locked drawer within a locked residence. An exception applies for a laptop or equipment taken during an assault situation.

In other situations, a deductible may apply to lost or stolen laptops and computer equipment in which the employee may be billed. The Superintendent will make the final determination if the employee will be billed for the deductible if/when the equipment is replaced.

### ***Mobile Devices***

#### Allowing Remote Wipe Provisions/Data Liability

If you are connected to the organization's server, understand that making this connection via a mobile device may compromise the privacy of certain sensitive information. Confidential electronic information, including personally identifiable information, must be protected to prevent it from being exposed if the device on which the information was accessed is lost or stolen. In order to protect this information, the organization retains the right to delete data and applications from any device that contains the organization's information. **This right to delete such information may be exercised remotely or on-site if the organization determines such action is necessary to protect confidential, sensitive, or proprietary information. Please understand that in downloading any such information to a personal mobile device, you are consenting to the organization's ability to delete this information at any time.** This policy covers mobile devices such as smart phones, tablets, laptops, and any similar devices. Please ensure that you regularly sync any personal data [e.g., applications, information, photos] to another device/computer for safekeeping, as the wipe command does not differentiate between business and personal information.

Mobile devices should be set to lock after every ten [10] minutes or less for security reasons. A PIN-based lockout is required, and the PIN must be given to the Information Technology department.

Obviously, it is critical that any loss or theft of a mobile device, including laptops, be immediately reported to the Superintendent and your immediate supervisor. Security of these devices should always include two (2) levels (i.e., locked in a trunk if kept in a car; locked in a hotel safe, not left out in a hotel room; etc.) of safeguarding. Failure to ensure this minimum level of protection may leave an employee responsible for the cost of the device or loss of company-related information addressed in this policy, and further corrective action, up to and including termination.



### ***Use of Internet, Virtual Private Network, and Commercial Online Systems***

Although Chehalem Park and Recreation District recognizes that the Internet may have useful applications to our business, you may not engage in Internet use without prior written approval from your Department Supervisor, unless a specific business purpose requires such use. Absent such approval or business directly related to your position, you may not access the Internet using our computer systems at any time or for any reason.

Also, management approval is required before anyone can post any information on commercial online systems, the VPN, or the Internet. Any material not owned by Chehalem Park and Recreation District that will be posted must have received all proper copyright and trademark permissions from its originators prior to approval. For newly generated material, an employee should obtain copyright and trademark designations, as appropriate, prior to posting any content; the posted content should include copyright and trademark notices. Absent prior approval to act as our official representative from Chehalem Park and Recreation District, you must include the following disclaimer with any information you post: "Views expressed by the author do not necessarily represent those of Chehalem Park and Recreation District."

### ***Social Media and Networking***

Social networking websites and online communities, such as Twitter, LinkedIn, Facebook, Instagram and Tik Tok are increasingly used and can be accessed by individuals not only from computer systems, but also from smart phones. These tools have value because they can be used to market Chehalem Park and Recreation District products and share information; employees may also use these systems as a quick communications and networking tool to complete projects. It is not the intent of this policy to unduly limit employees' access to these conduits, however, guidelines and expectations surrounding their use are necessary as there are liabilities inherent in such use. When any employee is using organization-provided computers or cell phones or is representing the organization via social networking activity, that individual is expected to represent the organization in a professional and positive light. Chehalem Park and Recreation District wishes to use social networking exclusively to its advantage, preventing and minimizing any negative outcomes. This includes ensuring that all employees will be free from harassment and unprofessional behavior when utilizing or consuming social media; therefore, employees authorized for its use must abide by all applicable laws (including copyright) and ethical considerations.

As employees of Chehalem Park and Recreation District, it is expected that we act professionally when representing the District. Refrain from wearing logo uniforms and ID badges while off duty, especially when engaging in social activities. No unauthorized social media photos are to be taken or posted while in uniform or at your place of employment. Inappropriate content should not be posted anywhere, including social media sites and any such posts should be immediately removed. Posting of inappropriate material will lead to corrective action, up to and including termination.

If an employee wishes to post information, opinions, or statements that might include information about the District on their private social media, absent prior approval to act as our official representative from Chehalem Park and Recreation District, you must include the following disclaimer with any information you post: "Views expressed by the author do not necessarily represent those of Chehalem Park and Recreation District."

### ***Business Use***

Employees may use social networking websites to conduct organizational business, as long as such use is authorized and complies with the organization's policies. Company logos or other organizational information must conform to pre-approved marketing concepts and standards. We do not endorse making business references on behalf of others on sites such as LinkedIn.

To have authority to post on social media platforms, on behalf of Chehalem Park and Recreation District to promote, advertise, communicate about, and encourage use of Chehalem Park and Recreation District social media post, you must sign the Chehalem Park and Recreation District Social Media Posting Agreement. The Chehalem Park and Recreation District Social Media Posting Agreement is available at the administrative office and will become part of the personnel file.

### ***Ownership of Social Media Accounts***

In the case that a social media account is set up for business purposes, the organization has the right to review, edit, and delete content associated with the account. The organization will have access to information associated with the account such as the username and password, and any content associated with the account will be considered the property of the organization. If an employee separates from Chehalem Park and Recreation District, the organization has the right to assume control of this account.

### ***Monitoring***

While the organization does not routinely monitor social networking sites, other employers, organizations, and individuals do monitor and share information found on social networking websites. All posted information is public information.

### ***Protection***

Social networking sites collect profile information for advertising opportunities and criminal reasons: Phishing (e-mail messages asking for username and passwords, etc.) and spamming are two downsides. Never click on links asking for personal or confidential information. Heed security warnings and pop-ups. Use of these sites may mean more SPAM sent to your e-mail account. If possible, disable the ability of others to post HTML comments to your home page. When accessing these sites, use caution when you see a posting or link that looks suspicious; when in doubt, delete it. Viruses and spyware may damage the organization's operating system, compromise data, or expose your privacy and that of others you communicate with via e-mail and social media sites.

Be aware that others may piece together personal information for identity theft purposes. Be prudent in making comments or posts which reveal your or others' travel plans or divulge other safety-sensitive and private information.

### ***Prohibited Conduct***

Behavior and judgment in an electronic environment should mimic behavior in a physical setting. Employees are expressly prohibited from posting content that is malicious, abusive, threatening, intimidating, coercing, profane, disruptive, discriminatory, or harassing. Defamatory statements are prohibited and employees should be aware they are personally responsible for the legal consequences of such statements.

Nothing in this policy should be interpreted as limiting an employee's right to engage in legally protected speech or other activity. Failure to adhere to these standards and to use appropriate protocols will lead to further corrective action, up to and including termination.

### ***Telephone Usage***

Chehalem Park and Recreation District realizes that employees must occasionally make and receive personal telephone calls at work. Such calls must be kept to a minimum and should impact your work as little as possible. Unauthorized use of the telephone, including charging long distance calls to the organization, will result in corrective action, up to and including termination.

### ***Voice Mail System***

The voice mail system at Chehalem Park and Recreation District is the property of the organization and is provided for use in conducting organization business. All communications and information transmitted by, received from, or stored in this system are organization records and property of Chehalem Park and Recreation District. The voice mail system is to be used for business only; use of the system for personal purposes is prohibited. You have no right to personal privacy in any matter stored in, created, received, or sent over the voice mail system. Chehalem Park and Recreation District, in its discretion as owner of the voice mail system, reserves the right to monitor, access, retrieve, and delete any messages stored in, created with, received by, or sent over the system for any reason and without employee permission. You are not authorized to retrieve or listen to any voice mail messages that are not sent to you. Any exception to this policy must receive prior approval from the Superintendent or designee.

### ***Cell Phones***

Where job or business needs necessitate immediate access to an employee, the organization may provide/require a business cell phone for work-related communications. This phone is provided for business use only. Business cell phones are not to be used for purposes not related to work. Keep in mind that cell phone internet usage, phone records, voice mail, and text messages are not private and may be accessed. If an organization-provided phone is used for personal business, any phone charges incurred by an employee related to the personal usage will be the sole responsibility of the employee.

Personal calls during the workday using personal cell phones can be distracting to others and can interfere with employee productivity. Use of a personal phone for any reason should therefore be limited to breaks and lunches.

Any use of a cell phone while driving may present an unsafe condition for the driver, other employees, and the general public. The organization prohibits the use of cell phones while driving, except when hands-free accessories are used. In cases where a cell phone call is necessary, employees must adhere to all federal, state, and local rules and regulations regarding such to help ensure the safe operation of both organization-owned and private vehicles. If an employee is using a cell phone while driving and has an accident, any costs, fees, and fines shall be solely the responsibility of the employee.

Employees should not use handheld cell phones for business purposes while driving. Should an employee need to make a business call while driving, a lawfully designated area to park should be located and the individual should pull over to make the call. Employees may use hands-free cell phones to make business calls, but only in emergency situations. Such calls should be kept short and should the circumstances warrant (e.g., heavy traffic, bad weather, unfamiliarity with area), the employee should locate an appropriate area to pull over to continue the call.

## PERFORMANCE MANAGEMENT AND REVIEW

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To establish a meaningful performance evaluation system upon which Chehalerm Park and Recreation District can continuously monitor the effectiveness of organizational operations and employee performance, all employees will receive regularly scheduled formal performance evaluations annually.

The objectives of our performance management and formal appraisal process are to:

- Ensure that employees know their individual performance against established performance standards;
- Determine how well the organization is doing in assisting employees with work performance and meeting goals;
- Ensure communication and two-way feedback;
- Provide a consistent, objective, and fair method of making compensation decisions;
- Provide a tool for career planning; and,
- Provide a permanent record of employee performance and organizational contributions.

Managers and supervisory personnel are accountable for providing employee development actions designed to improve and enhance employee performance such as:

- Reasonable employee training;
- Assigning, directing, controlling, and reviewing employee work;
- Assisting employees in correcting deficiencies; and,
- Objectively evaluating employee performance during the evaluation period.

Our performance appraisal program is intended to be participatory and equally involves both your input and your supervisor's. This allows you to contribute to the growth and improvement of the organization. You are encouraged to:

- Inquire about your performance periodically;
- Accept additional responsibilities and show initiative;
- Review opportunities for advancement within the organization;
- Ask for assistance in developing a goal-oriented path for advancement within the department or organization; and,
- Learn about training available to assist you in improving your skills or qualify you for a promotion or lateral transfer.

Performance evaluations serve as one factor in decisions related to employment such as training, merit pay increases, job assignments, employee development, promotions, and retention. Evaluations identify specific performance levels as compared to established standards, acknowledge the merit of outstanding performance, and prescribe the means and methods of improving performance deficiencies.

## CORRECTIVE ACTION

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Everyone benefits when we work together and conduct ourselves in a manner that reflects the best interests of both the organization and its employees. It is the philosophy of Chehalem Park and Recreation District to correct performance deficiencies and address violations of policies and work rules in order to correct situations and avoid repetition.

You will be informed if corrective action is necessary as soon as possible after any performance problem has been identified. Your manager or supervisor will discuss the situation with you, explaining this policy and the necessity of corrective action to avoid additional disciplinary actions.

Although one or more corrective action measures may be taken in connection with a particular performance problem, no formal order will be followed. Corrective action may include any of a variety of actions depending on the circumstances and severity of the particular situation.

Corrective actions taken at the discretion of management may include **any** of the following:

- Verbal counseling with you, which will be confirmed in writing by your supervisor and placed in your personnel file.
- Written warning, which will be placed in your personnel file.
- Suspension, which will be confirmed in writing for your personnel file. Suspension is normally used to remove an employee from the organization's premises during an investigation or as a disciplinary action. A suspension may be paid or unpaid. If you are suspended, it will be documented in your personnel file.
- Demotion, which will be documented in your personnel file.
- Termination, which will be documented in your personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or a subsequent offense. Consideration will be given to the seriousness of the offense, any change in behavior, and the circumstances surrounding the offense.

Counseling, verbal warning and written warnings may be undertaken by a Coordinator, Director, or Supervisor without prior approval from the Superintendent. However, the Superintendent must be informed by the Coordinator, Director or Supervisor of any such actions taken. Suspension with or without pay, demotion and discharge require prior approval from the Superintendent before the action is taken, unless a safety issue necessitates an immediate discharge from employment. In such an instance, the Superintendent is to be notified as soon as possible.

# COMPENSATION

## PAY ADMINISTRATION

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Chehalem Park and Recreation District values high quality work from its employees and is committed to compensating employees for their efforts and results. It is our intent to provide a competitive compensation package that will attract, retain, and motivate employees. It is also our intent that policies and pay practices be administered consistently throughout the organization to ensure internal equity is achieved.

Your pay as a new employee is established based on the pay level of current employees performing work of comparable character and based upon factors such as your previous experience, and education. This policy will be administered and interpreted in accordance with applicable federal and state laws and regulations.

Refer to the current approved and adopted budget document for the fiscal year personnel synopsis which will include position and pay grade plans. Questions regarding this document should be referred to your supervisor.

### ***Pay Increases***

It is Chehalem Park and Recreation District's policy to reward you with increases in pay for dedication in your work, extra effort, and contributory performance. Management does not award increases on an automatic basis. Recommended increases are not effective until approved by both the next level of management and the Superintendent.

Because information about your rate of pay and any increases is sensitive and personal, we ask that you exercise discretion and care regarding the discussion of these matters.

## PAY PRACTICES

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### ***Paydays***

You will be paid twice each month. Paydays are generally on the 15th and last day of each month. If a payday falls on a Saturday, Sunday, or banking holiday, paychecks will be distributed on the Friday prior to the established payday. If a payday falls on an organizational holiday, you will receive your check on the last workday prior to the holiday.

### ***Payroll Deductions***

Certain mandatory and elective deductions which are made from employee pay are noted on the paycheck stub. The only deductions made are those mandated by law or authorized by you in writing.

### ***Pay Advances***

Pay advances are not provided by the organization. Employees are encouraged to find other appropriate resources for any financial difficulties.

### ***Delivery of Paychecks***

If you elect direct deposit, your paycheck stub will be available through your individual employee log in through our payroll system portal. Those not on direct deposit will have their paycheck made available at a designated site each payday. Paychecks will not be released to anyone else without your written request. In all situations, paychecks will be signed for by the person receiving the paycheck after identification is verified (photo or personally known) unless the paycheck is mailed.

### ***Method of Payment***

A statement showing gross earning, deductions and net salary will accompany each paper paycheck and will also be available in the employee's individual log in through our payroll system portal. Employees with direct deposit will have this information available in their personal log in account for payroll.

### ***Reissuance of Paychecks***

In the event an employee requests a check reissued due to damage, loss, or failure to deposit the check prior to the check becoming "stale" (financial institutions normally consider checks stale 6 months from the date of the check's creation) any reissuance, stop payment or similar fees charged the District may be billed to the employee. Similarly, issues and fees associated with failed and reissuing direct deposits may be treated similarly where fees are associated with the reissuance process.

Please understand that reissuance carries with it direct expenses and the reissuance process adds to the administrative workload as well. For this reason, we encourage you to avoid situations that might result in a request to reissue your paycheck(s).

### ***Employee Withholding Allowance Certificates (Form W-4)***

You are required to furnish the organization with an Employee Withholding Exemption Certificate (W-4) at the time of hire through your onboarding process. You may file a new W-4 form any time by logging in to your individual account for payroll. When you update your Form W-4, the organization will implement the desired changes by the start of the first payroll period after submission. We encourage employees to seek tax advice if they have questions about withholding amounts.

### ***Time Records for Non-Exempt Employees***

The time card/time sheet is a record of time worked and must be filled out daily. It provides a permanent record of time spent on the job, indicating the exact time you worked. Currently, this is recorded electronically through your individual payroll log-in.

Time card entries should be reviewed carefully for completeness and accuracy at the end of each shift, as they will be used to calculate pay. Supervisors will review and electronically approve time cards each pay period. Time cards must be completed via Chehalem Park and Recreation District's current payroll system. If an error needs to be corrected, the time card should be taken to the manager/supervisor for appropriate action. All entries or corrections must be reviewed and electronically approved by the supervisor or other appropriate management member. Time cards should be reviewed for completeness and electronically approved by the employee at the end of the pay period. Your electronic approval each working shift verifies that the times and dates are true and accurate to the best of your knowledge. You should never allow someone else to make entries on your time card. Willfully falsifying a time card will be grounds for corrective action, up to and including termination.

### ***Time Records for Exempt Employees***

Employees classified as exempt do fill out time cards and no deduction of pay will be made for hours worked fewer than eight (8) hours per day, unless authorized by law. However, because Chehalem Park and Recreation District does have vacation and sick pay, if you have earned time in these bank(s), you must use this time first to cover any time off that is less than your normal work period.



### ***Dispute Resolution Process for Paycheck Errors***

If you have any questions regarding your pay or believe a manager or supervisor has made a change to your pay that you do not believe is accurate, please contact the Superintendent or Administrative Coordinator if you are unable to resolve the manner with your immediate supervisor.

### ***Final Paycheck***

While we request that you give us at least 10 working days' advance notice prior to departure when resigning or retiring from the organization, if you provide us with at least 48 hours' notice (excluding holidays and weekends) you will receive your final paycheck on the last day worked. If less notice is given, the final paycheck will be provided within five business days (excluding weekends and holidays) or on our next regularly scheduled payday, whichever occurs first. Final paychecks will include all wages earned through the last workday plus payment for any accrued, vested, and unused vacation time due and payable at separation.

## **HOURS OF WORK AND WORK SCHEDULES**

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### ***Organization Hours***

The general office hours at Chehalem Park and Recreation District are 8:00 a.m. to 5:00 p.m., Monday through Friday, or as set by the department supervisor.

Specific workday and workweek schedules for each employee will be determined from time-to-time by the appropriate manager based on the organization's needs. We will attempt to notify you of any changes in workdays or workweek schedules two weeks prior to the effective date of change. Management reserves the right to modify schedules consistent with the needs of the organization.

The normal workday is 8 hours. The total hours in a normal workweek are 40, Sunday through Saturday. If you are a non-exempt employee, you should not begin work before your normal starting time or continue working beyond the normal quitting time without explicit advance approval from your supervisor. We realize that some situations and positions may be required to remain at their work stations longer than originally scheduled when client/customer needs mandate it. These situations should be addressed with your supervisor when they do occur.

### ***Overtime***

You may occasionally be required to work overtime. Overtime hours will be paid to non-exempt employees at one and one-half times [1.5] the regular rate of pay for all hours worked in excess of 40 in a regular workweek, or as otherwise required by state and federal laws. Paid time off will not be considered when computing overtime. Your department supervisor must approve any overtime hours in advance or else you may face corrective action, up to termination. The supervisor must also notify the Superintendent as soon as practical when unscheduled overtime is required.

### ***Meal and Rest Periods***

Meal and rest periods will be provided for you according to any applicable state regulations. Supervisors will review these and establish schedules. Non-exempt employees are not permitted to work through a meal period unless approval from a supervisor, in an emergency situation, is obtained before the scheduled meal break. In these situations, the meal period will be paid time.

### ***Lactation***

Chehalem Park and Recreation District promotes and supports the practice and need for employees to express breast milk on its premises upon their return to work.

Until their babies are 18 months old, employees may take reasonable rest periods to express breast milk. Nursing breaks may be taken concurrently with regular meal and rest breaks, although additional reasonable break time will be made available, as needed. Management and employees will work together to find mutually agreeable hours of work and breaks which support the continuation of expressing breast milk.

If an employee perceives or observes adverse treatment with respect to the expression of breast milk, a supervisor/manager should be informed immediately.

Chehalem Park and Recreation District will provide a private space with an electrical outlet, within the office building, to express breast milk. This space may vary according to available empty rooms. Check with your immediate supervisor. Hand washing facilities will also be available at all sites and appropriate signage for privacy will be supplied.

Employees will be responsible for the storage of the expressed milk. The milk, if stored in a refrigerator provided, must be clearly labeled with the employee's name. To ensure the safety of stored breast milk, it is recommended that the container used to store the milk be sealed in a plastic bag to prevent contamination.

*NOTE: Since breast milk is a bodily fluid, and as such, could harbor certain communicable diseases, it is important it be labeled with the employee's name.*

### ***Social and Recreational Activities***

Participation in off-duty social or recreational activities such as organization picnics and holiday parties is entirely voluntary. Participation or nonparticipation will not affect your wages, hours, working conditions, or present or future employment opportunities.

### ***Inclement Weather and Emergency Closures***

Emergencies such as severe weather, fires, power failures, earthquakes, and other natural disasters can disrupt organizational operations. In extreme cases, these circumstances may require the closing of our office.

In the event that Chehalem Park and Recreation District makes the decision to close the office prior to the start of the business day, the closure will be announced via an organization-wide email from the Information Director. A closure message will also be recorded on Chehalem Park and Recreation District's general voice message line. It is the responsibility of each employee to check e-mail, call the voice message line, or contact their immediate supervisor for an update, if there is any doubt regarding office operations.

If a decision is made to close the office after the business day has already begun, the closure message will also be announced via e-mail, directly from the employees' supervisor, or other method.

Exempt employees will be paid for all absences related to emergency closures.

Non-exempt employees will not be paid for time away from work due to office closure; however, with supervisory approval, available vacation time may be used. Non-exempt employees who have reported to work before the decision to close is made will be paid for time worked, or a minimum of two [2] hours, whichever is greater.

## **TELEWORK OR TELECOMMUTE**

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Both telework and telecommute are a flexibility that may be available to some positions within the organization. These are two different arrangements. Telework is the planned practice of regularly working from a non-organization address. This is most typically the employee's residence. Telecommute is the planned practice of occasional or intermittent work from a non-organization address. This is most typically the employee's residence.

All telework and telecommute arrangement require the prior approval of the employee's supervisor and Superintendent, and may be changed at the discretion of supervisor. Telework and telecommute may be permissible for some jobs, but not all jobs. Each request will be on a case by case basis and full details involving equipment, security, availability, and all aspects of the job duties will be determined, if approved.

## **EMPLOYEE-INCURRED EXPENSES AND REIMBURSEMENT**

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Chehalem Park and Recreation District will pay all actual and reasonable business-related expenses you incur while performing your job responsibilities. All such expenses must be pre-approved by your supervisor before payment will be made.

### **Expense Reimbursement Procedure and Reports**

Requests for expense must be submitted within five (5) days following the end of the month when the expense was made. Supporting documentation and/or itemized receipts must be provided to each request. Expense reimbursements will not be paid unless and/or until all itemized receipts are provided or, if lost, a note with a description of the business activity and expense, provided the employee supervisor pre-approved the expense. Transportation, meal, travelling expenses must be pre-approved by the employee's supervisor on a case by case basis. Chehalem Park and Recreation District expects its employees to use good judgment and reserves the right to deny an expense if, in management's belief, it is unreasonable.

### **Mileage Reimbursement**

While in the course and scope of duties on behalf of Chehalem Park and Recreation District, employees, with their Department Supervisor's approval, may use their vehicle for business purposes.

When you use your own vehicle for organization business, you may be reimbursed for organization-related business travel at the current IRS determined rate per mile. Employee assumes liability for their vehicle when used for business purposes. Employee must have their own comprehensive and collision coverage on vehicles used for Chehalem Park and Recreation District business, which is considered primary and the cost is at the employee's non-reimbursable expense.

In order to recover these costs, an expense report must be signed by you and dated, initialed by your supervisor/manager, and submitted to the Administrative Coordinator for processing according to policy. If you have questions about expense reports and mileage allowances, please ask. Mileage reimbursement requests should be done on a monthly basis, and in all instances, must meet an end of the fiscal year deadline of July 5<sup>th</sup> of each year. Your supervisor may require mileage reimbursement to be turned in as often as monthly.

If a credit card is provided to you, the employee, all receipts must be provided monthly to the Administrative Coordinator for the credit card reconciliation process. You must follow the protocol for reconciliation of your statement and submission of documentation as required by the Administrative Coordinator, which may change depending upon credit card processes and/or due dates.

Employees may not use company provided credit card for personal use. Employees issued a company card may not use a personal card for business use.

## PAY EQUITY

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Chehalem Park and Recreation District strives to ensure all employees receive an equitable total compensation package based on a variety of factors relating to their position, job performance, education, and experience. From time-to-time, employees performing work of comparable character may have different compensation levels. Any such differences will be based on Chehalem Park and Recreation District's objective processes for evaluating an employee's work and one or more of the following factors: seniority, merit, step and grade scale, quantity or quality of work, workplace location, regular and necessary travel, education, training, experience, or any combination of those factors. Employees who believe they are not being compensated fairly are encouraged to discuss the matter with the Superintendent to obtain clarification.

## **BENEFITS**

## PURPOSE AND POLICY

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Chehalem Park and Recreation District strives to provide the most equitable and cost-effective benefits for employees in recognition of the influence benefits have on employees' economic and personal welfare. Paid in various benefit forms on your behalf, the total cost of providing the benefit program is a significant supplement to your pay and should be viewed as additional compensation.

Policies, provisions, and procedures that govern the organization's benefit program apply to all regular full-time and part-time employees, whether exempt or non-exempt, unless otherwise stated in a particular benefit plan. Benefits do not apply to temporary or on-call employees.

Some benefits may accrue during your new-hire introductory period, but in most cases eligibility to use these benefits will not occur until you obtain regular employee status or meet other conditions of employment specified in the Handbook or contained in the benefit policy/plan booklets.

### ***Benefit Pro-ration and Employee Cost Sharing***

If you are a regular part-time employee, your benefits are prorated based upon the number of hours you work. Essentially, you accrue sick leave benefits at a lower rate than a full-time employee because your accrual rate is based on fewer hours.

Discretionary employee benefits not mandated by state or federal law are selected and controlled by Chehalem Park and Recreation District. Decisions to provide these benefits are based on such considerations as cost, composition of our workforce, operational efficiency, and desirability of benefit provisions. When costs of discretionary insurance benefit plans exceed the organization's interest in or ability to pay the full premium, we will require you to share (up to the full amount) in the cost of your coverage.

### ***Benefit Design and Modification***

Chehalem Park and Recreation District reserves the right to design plan provisions and to add, eliminate, or otherwise modify the benefits described in this Handbook or elsewhere in plan documents when it is in the organization's best interest. Consider that changes to benefits may occur at management's discretion prior to making a serious, long-term decision based solely on current benefit offerings.

### ***Benefit Plan Documents***

You'll receive summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents govern. These official documents are available from the Superintendent or designee for your review. We ask that you refer any questions about this information to the Superintendent.

Individual benefits may be modified, become more expensive, or may even be eliminated in the future because of cost increases or as a result of changes in our business situation or economic conditions. We encourage you to be thoughtful about relying solely on these benefits, given that they are subject to change. Upon separation from employment, employees may be eligible for the continuation of benefits consistent with state and federal law. Any benefits described in this Handbook apply only so long as the Handbook is current; employees do not have vested rights.

## HEALTH INSURANCE BENEFIT

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Chehalem Park and Recreation District currently provides health insurance coverage for full time employees and their dependents if they are otherwise eligible to participate in the plan. You will be provided with information about the plan at the time you become eligible to participate. You are asked to review the summary plan description for answers to questions you may have. Any need for further information should be referred to the Administrative Coordinator.

### ***Eligibility***

This benefit is provided for all regular full time employees. If otherwise eligible, you may begin to participate in the plan after you have completed 30 days of continuous employment. Insurance plan coverage begins on the first day of the month following completion of 30 days of employment. Part-time, temporary, and on-call employees are generally not eligible to participate in the health insurance plan.

### ***Plan Enrollment***

Once you are eligible, you may complete enrollment forms available through the Administrative Coordinator. Currently, enrollment is done completely online. If you don't want to enroll at the time of eligibility and later decide to request enrollment, you will only be allowed to enroll if you can demonstrate that a qualifying event has occurred which qualifies you for a special enrollment period.

The organization pays the full monthly premium for eligible regular full-time enrolled employees.

Coverage for dependents of employees may also be available. The organization currently pays the premium cost associated with this coverage for eligible employees.

An eligible employee who chooses not to enroll in the insurance plan is not entitled to any other form of compensation in lieu of coverage.

Medical information is covered by HIPAA regulations. Chehalem Park and Recreation District realizes the responsibility we have to treat your private health information with great care and discretion. We have implemented safeguards to protect this information.

### ***Premium Cost***

Specific types of coverage and benefit payment schedules are described in the organization's health care plan booklet that is available to all eligible employees. At the time of eligibility and during open enrollment each year, you will be informed of how much the organization will contribute toward your monthly premiums if you are eligible to participate in the plan. Premium rates are established by the insurance carrier and are subject to change, usually based on increased costs to provide medical services and the amount of services our employees require.

Any premium co-payment and dependent coverage you are required to pay is funded through a monthly payroll deduction. This may include but is not limited to eligible additional items an employee may choose, such as supplemental life insurance. Chehalem Park and Recreation District determines the payroll deduction schedule.

### ***Termination of Coverage***

In the event that you or your dependents lose eligibility to participate in the health plan, you may have the health plan coverage extended for a period of time, depending upon plan documents. Eligibility can be lost due to a prolonged absence from work or if certain "qualifying events" occur that would otherwise cause your or a dependent's group health coverage to terminate. Examples of qualifying events are termination of employment, a reduction in hours, divorce or legal separation, entitlement to benefits under Medicare,



a dependent child reaching the age of 26, or a leave of absence. You must notify us or the plan when a dependent child loses eligibility or in the event of divorce or legal separation.

You, your spouse, and dependents may continue group health insurance for a certain period of time at your own expense under COBRA. However, continuation does not occur automatically. You and any dependents have 60 days to enroll in the plan, which starts on the later of a) the date the election notice is received or b) the date you and any dependent would otherwise lose coverage; you have 45 days to pay the initial premium. Coverage will be retroactive to the date of the qualifying event. You and any covered dependent will receive information about the provisions of the law when you first enroll in benefits and again if a qualifying event occurs.

### ***Portability/Conversion of Health Plan***

If you've been continuously covered under our group medical insurance policy for at least 180 days and your employment with us ends, you may be eligible to convert to an individual policy with our insurance carrier. You may request this portability coverage before, during, or at the end of the benefit extension period described above. However, you must apply for portability coverage from our insurance carrier within 60 days after your group coverage ends. Please contact the insurance carrier for more information about this coverage.

## **DENTAL INSURANCE BENEFIT**

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Chehalem Park and Recreation District provides a Dental Insurance plan for employees.

### ***Eligibility***

Employees regularly scheduled to work 30 hours or more per week are eligible for dental insurance coverage on the first day of the month after 30 days of continuous employment. Part-time, temporary, and on-call employees are generally not eligible to participate in dental insurance.

### ***Cost***

At the time of eligibility and during open enrollment each year, you will be notified of how much the organization will contribute towards monthly premiums.

Employees may enroll dependents in the dental care plan. Chehalem Park and Recreation District will pay for dependents coverage on the dental plan if the employee is a regular full-time employee.

## **OTHER INSURANCE BENEFITS**

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### ***Group Life Insurance***

We provide group life insurance coverage for eligible employees. Employees who are regularly scheduled to work 30 hours per week or more become eligible for this coverage when they become eligible for health insurance. The amount of insurance coverage is \$10,000. Chehalem Park and Recreation District pays the full premium. Employees may elect more benefits but will pay the difference.

## VACATION BENEFIT

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All regular full-time employees are eligible for vacation based on the schedule below. No vacation time may be taken or paid during the introductory period, unless specific arrangements have been made at the time of hire, or approved by the Superintendent.

You will earn vacation benefits according to the following schedule:

Up to 5 years employment	6.67 hours/month
During 6 <sup>th</sup> year of employment	7.33 hours/month
During 7 <sup>th</sup> year of employment	8.00 hours/month
During 8 <sup>th</sup> year of employment	8.67 hours/month
During 9 <sup>th</sup> year of employment	9.33 hours/month
During 10 <sup>th</sup> year of employment	10.00 hours/month
During 11 <sup>th</sup> year of employment	10.67 hours/month
During 12 <sup>th</sup> year of employment	11.33 hours/month
During 13 <sup>th</sup> year of employment	12.00 hours/month
During 14 <sup>th</sup> year of employment	12.67 hours/month
During 15 <sup>th</sup> year of employment and beyond	13.33 hours/month

Continuous service will be calculated from the first of the month nearest your date of hire.

Employees may accumulate a maximum of twice their annualized vacation accrual time (as an example, up to 5 years employment, 160 hours maximum). Once an employee reaches their cap, the amount will no longer accumulate (freeze) until hours drop below the cap.

We provide vacation so you can enjoy periods of time away from work. Vacation is intended for rest and recreation and vacation pay may not be taken instead of time off. Vacation accrual will be paid out at separation in accordance with this policy and any applicable law.

Employees who want to use vacation time should request time off as early as possible so that arrangements for coverage can be made. Requests for vacation time are to be made in writing (through our current electronic time off request system through our current payroll provider) and submitted to your supervisor. Generally, employees won't be allowed more than two (2) weeks off at a time. We'll try to grant each request, but we cannot guarantee your request will be approved. In the event of competing requests for times submitted concurrently, approval will be given to the employee with the longest tenure.

## SICK LEAVE

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Chehalem Park and Recreation District provides paid sick leave to all employees in accordance with state law. For any questions about sick leave, please contact the Administrative Coordinator or Superintendent.

The accrual of sick time begins on the first day of employment at the rate of one hour of sick time earned for every 30 hours worked, up to a maximum of 40 hours in one year for employees who are not regular full time employees. Regular full time employees will accrue 4 hours per pay period. However, for regular full time employees, their accrual rate will be adjusted to the same accrual rate that all non-regular full time employees accrue sick time at, if there are non-paid hours during the pay period (such as during an unpaid leave of absence), to an adjusted rate of 1 hour of sick time earned for every 30 hours worked during a pay period. Any employee may use accrued sick time beginning on the 90th calendar day of employment. Sick time may be used as it is accrued moving forward.

Employees who are not regular full time employees may carry over up to 40 hours of unused sick time from one leave year to the next, but sick leave balances may never exceed 80 hours at a time. Regular full time employees may carry over annually up to 800 hours' worth of unused sick time. The Superintendent has authority to grant additional sick time on a case by case basis in extreme situations.

Sick time may be used for an employee's own serious or non-serious illness, for preventative care appointments, or to care for an immediate family member with an illness. Chehalem Park and Recreation District does not allow employees to donate sick time to other employees. Unused sick time is not paid out upon separation from employment.

## PAID HOLIDAY BENEFIT

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Chehalem Park and Recreation District observes the following holidays each year and our offices are officially closed on these days:

New Year's Day	Labor Day
Martin Luther King Jr Day	Veteran's Day
Presidents Day	Thanksgiving Day
Memorial Day	The day After Thanksgiving Day
Juneteenth Day	Christmas Eve Day
Independence Day	Christmas Day

The days that the organization will observe these holidays or any additional time observed, such as New Year's Eve, will be determined each year at management's discretion.

### ***Eligibility***

Employees regularly scheduled to work 40 hours or more per week will receive paid time off for the above observed holidays. If an eligible employee is not able to utilize the observed paid holiday off on the actual day due to work needs of the District, they may exchange it for another work day with prior supervisor approval. It must be utilized within 30 days either before or after the actual holiday. Any paid holiday that fall on an employee's regular off day will be utilized within 30 days before or after the actual holiday.

## VETERANS DAY HOLIDAY

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Eligible employees have the option of taking Veterans Day off by requesting it as a holiday during any year it falls on a scheduled work day. This time will be paid for their normal daily work hours.

### Establishing Eligibility

Employees are eligible if they fall within specific parameters outlined by law. Generally, an individual must have been deployed for at least one (1) day or must have served on active duty with the Armed Forces for at least 178 days and received an honorable discharge, if no longer a member of the military. Please inquire about additional qualifying circumstances. We may request that you provide documents establishing your eligibility.

### Request Procedure

You must notify your manager or supervisor of your request at least 21 calendar days prior to the holiday. Your manager or supervisor will respond to your request no less than 14 calendar days prior to the holiday.

### Employer Response

Due to situations where providing time off would create a significant economic or operational disruption, or undue hardship would occur, the decision may be made not to allow anyone to take the day off or to allow only the minimum amount of employees to avoid such a situation. If a veteran does not receive time off for Veterans Day, the employee may choose a single day off within the same year with supervisory approval.

## OTHER BENEFITS

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### ***401[k] Retirement Plan***

Regular full-time benefit-eligible employees may participate in the 401[k] Retirement Plan on January 1<sup>st</sup> or July 1<sup>st</sup> following six (6) calendar months from the date of hire. Contributions are made through voluntary pre-tax salary deduction. A Roth (post tax) option is also available. Employees may elect and adjust their contribution amounts as desired, not to exceed the maximums allowed by applicable law. Chehalem Park and Recreation District may elect to make contributions to the plan. Affected employees will be notified if the District contributions to the plan change. Your contributions to the plan are always 100% vested. Any contributions made to your account by Chehalem Park and Recreation District are vested gradually based on years of service. You will be provided more detailed information upon eligibility. After you become eligible, enrollment may occur at the next open enrollment. It is the responsibility of the employee to notify the Administrative Coordinator when they plan to participate. Employees who were previously employed and vested, may be eligible to begin contributions sooner, depending on the plan documents.

An employee who has worked at least 500 hours in 2021, 2022 and will again in 2023 will be eligible to request to begin 401K deferrals into our company plan with no employer match starting 1/1/2024.

An employee that has worked at least 500 hours in 2023 and 2024 can start participating in the company plan with no employer match on 1/1/2025.

An employee may request to begin 401K deferrals into our company plan once they work at least 1000 hours either in their 1<sup>st</sup> year of hire, or any subsequent plan year beginning with the one that starts in their first year of employment.

### ***Chehalem Park and Recreation District Employee Perks and Discounts***

Chehalem Park and Recreation District Employee Perks and Discounts are available for all employees who work regularly on at least a one day a month basis. Benefits are subject to change at any time. Ask your immediate supervisor if you have questions regarding these specific discounts/perks. *All discounts/perks apply to employee and their immediate family living within their household. When noted below it also applies to Board Members.*

#### **Recreation:**

- 25% off recreation and sports classes and activities.

#### **CARE and Preschool:**

- 40% off Grade School and Pre-K childcare . Contact the CARE/Preschool Coordinator for details and application of discount.

#### **Chehalem Glenn Golf Course:**

- Free driving range and putting course use. Employee/Board Member MUST be present at all times.
- Golf Course play allowed for employee/Board Member if space is available (family member and/or guest plays for discounted rate. Contact Golf Course Director for specific amount and quantity of monthly uses).

#### **Aquatic and Fitness Center**

##### ***Part-Time Employees – Senior/Adult/Student Quarterly Membership***

- This package is for part-time hourly (temporary or seasonal) employees. It includes fitness center (including group fitness classes), pools (schedules permitting, including water exercise classes), hot tub, and sauna (age restrictions may apply).
- It is an employee-only membership (family members are not included).

##### ***Full-Time Employees – Family Quarterly Membership***

- This package is for full-time hourly or salaried personnel and may include tenured seasonal full-time employees; our Board of Directors and their families qualify for this package.
- Employee/Board Member and spouse plus all children, or full-time students living at home, will be eligible to use fitness center (including group fitness classes), pools (schedules permitting, including water exercise classes), hot tub, and sauna (age restrictions may apply).

##### ***Membership Upgrade – part-time employees***

- To upgrade from an individual (adult or senior) employee to one of the following memberships, contact your supervisor or the aquatic reception desk for most current rates.



# LEAVES OF ABSENCE

## LEAVE OF ABSENCE POLICY

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We realize that our employees may encounter situations that require a temporary short-term or extended absence from work. We offer several different types of leaves of absence for the following purposes:

Bereavement Leave	Disability Leave [Non-FMLA]	Family and Medical Leave
Civic Duty	Military Leave	Leave to Donate Bone Marrow
Personal Leave	Crime Victims' Leave	Domestic Violence Leave

The type of leave requested may determine which employees are eligible and what procedure should be followed in requesting and obtaining the leave. The effect of the leave on benefit accruals, benefits, and reinstatement rights also varies according to the type of leave you are requesting. Each of these leaves is discussed on the following pages. If you have any questions about your potential eligibility for a leave or your benefits and rights while on a leave, please contact the Administrative Coordinator or your Supervisor.

### BEREAVEMENT LEAVE

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You are eligible to take a Bereavement Leave in the event of the death of the following immediate family members:

- Spouse/Domestic Partner
- Biological, Adoptive, Foster, or Stepchild
- Parent/Parent-in-law
- Sibling/Sibling-in-law
- Grandparent/Grandchild
- Another person of "in Loco Parentis" relation

Leave to attend the funeral of a non-immediate family member with whom you had an especially close relationship may also be granted at the discretion of management. This leave may be taken to attend the funeral (or alternative) of the family member, to make arrangements necessitated by the death of a family member, or to grieve the death of a family member. Leave must be completed within 60 days after the date on which you received notice of the death of your family member. The Superintendent may grant an extension on a case by case basis.

#### Length of Leave

The total length of leave you may be granted for bereavement is situational and may be decided based upon the unique circumstances of your need and applicable law. If you qualify for OFLA, at a minimum, you are allowed to take up to two weeks off per death of an immediate family member. If you need additional time off for any bereavement-related purpose, you may ask for more time which may be granted according to applicable law or at the discretion of management.

#### Request Procedure

You are expected to give us as much notice as possible of the need for time-off so that we can make arrangements to cover your absence. If your leave is not protected by applicable law, your supervisor will decide whether or not to grant leave after consulting with management. You may be asked to verify your family relationship to and the death of your family member.

#### Pay While on Leave



You will continue to receive regular pay based on straight-time work hours missed up to eight (8) hours a day for up to three (3) days, which is the maximum company-paid absence allowed without extenuating circumstances granted by the Superintendent. Employees may choose to cover an additional period of absence with any available sick or vacation time.

#### Status of Benefits

Company-paid bereavement leave won't affect your eligibility for benefits or the continuation of benefit accruals. If you are granted additional time off, the effect of the additional leave on your benefits will be determined by our OFLA policy.

## **CIVIC DUTY LEAVE**

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### ***Jury or Witness Duty Leave***

Employees subpoenaed to serve as witnesses or for jury duty may obtain a protected leave of absence. If we feel that your absence would cause an undue hardship to you or the organization, we may instead request, with your agreement, that jury duty be postponed. You may choose to use your accrued paid vacation time available for voluntary service as a witness or for court appearances you must make as part of your own legal proceedings or lawsuit.

#### Length of Leave

Jury or witness duty leave is available for the period of time covered by the initial subpoena or court order and any involuntary extensions.

#### Request Procedure

You must notify your manager or supervisor as soon as is practicable after you receive notice asking you to serve as a witness or on a jury so that arrangements can be made to cover your position. You are expected to provide us with a copy of the subpoena or notice within five (5) days after you received it.

#### Pay While on Leave

You will be compensated for the difference between the civic pay received and your regular rate of pay for up to one week if you are a non-exempt employee; after that period, you may utilize paid time off if available. For exempt employees, any partial day or partial week worked will be paid in full; employees are required to remit any jury fees received in connection with their service.

#### Status of Benefits

Benefits are not affected by jury or witness duty leaves.

### ***Voting Leave***

We encourage all employees to vote and to take advantage of polling hours before or after work. However, if you are unable to vote outside of business hours, we will work to accommodate you in arranging a time for you to vote.

#### Request Procedure

You must notify your manager or supervisor before Election Day if you are unable to vote before or after work and provide a valid reason why voting during those hours is not possible.

#### Pay While on Leave

Time off to vote will be without pay for non-exempt employees, unless you have earned hours of vacation that you can use for that purpose.

## CRIME VICTIMS' LEAVE

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If you or a member of your immediate family suffers financial, social, psychological, or physical harm as a result of a personal felony or an employee is a victim of harassment, under the public offenses statutes, you may be entitled to take protected leave from work to attend criminal proceedings.

### Safety Measures

The company will provide reasonable safety measures, if you are the victim of harassment or a threat of harm that would be expected to cause concern.

### Eligibility

You will be eligible to take crime victims' leave if you have worked an average of more than 25 hours per week for the organization for at least 180 days immediately before the leave would begin.

### Length of Leave

The amount and length of leave time you may take is limited to that which does not create significant difficulty and expense (undue hardship) to the organization. If the organization must limit your leave due to undue hardship, we will notify the prosecuting attorney in the criminal proceeding, who is required by law to notify the court. The court will then take your work schedule into consideration when scheduling the criminal proceedings.

### Request Procedure

You must provide your manager or supervisor with reasonable notice of your intention to take crime victims' leave, and provide copies of any notices of scheduled criminal proceedings that you receive from a law enforcement agency. We will treat such documentation as confidential information.

### Pay While on Leave

Crime victims' leave is unpaid; however, eligible employees who take this type of leave may use any accrued vacation or sick time available to them. Exempt employees working partial days or a partial week will be paid in full for the entire week, although accrued time must be used first.

### Status of Benefits

Benefits are not affected by crime victims' leave.

*NOTE: Oregon Sick Time may apply.*

## DOMESTIC VIOLENCE LEAVE

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An employee who is a victim of domestic violence, harassment under the public offenses statutes, sexual assault, or stalking or whose minor child or dependent is a victim may be entitled to take unpaid protected leave from work.

### Eligibility

All Chehalis Park and Recreation District employees are eligible to take domestic violence leave.

### Types of Services/Treatment

An employee may take leave to seek legal or law enforcement assistance, to secure medical treatment, to obtain counseling or victim services, to relocate, or to take other reasonable steps to ensure one's own health and well-being or that of a child or legal dependent.

### Length of Leave

The amount of leave taken will be reasonable and that which does not create a significant difficulty and expense (undue hardship) for the organization.

### Request Procedure

An employee accessing this leave provision needs to request time off from a manager or supervisor as much in advance as possible to aid in scheduling. We understand that instances of violence are usually not predictable, and these requests may be made with little forewarning. We will treat any information you share as confidentially as possible.

### Safety Measures

The Company will provide reasonable safety measures, if you are the victim of domestic violence, harassment, sexual assault, or stalking.

*Examples of such measures may include transfer, reassignment, modified schedule, unpaid leave, different work phone number or work station, installing new locks, and other accommodations.*

### Pay While on Leave

Domestic violence leave is unpaid; however, eligible employees who take this type of leave may use any accrued vacation or sick time available to them. Exempt employees working partial days or a partial week will be paid in full for the entire week, although accrued time must be used first.

### Status of Benefits

Benefits are not affected by domestic violence leave.

***NOTE: Oregon Sick Time may apply. Paid Leave Oregon Insurance may apply. In instances where Paid Leave Oregon Insurance applies, the Paid Leave Oregon Policy will supersede this section.***

## FAMILY AND MEDICAL LEAVE (FMLA AND OFLA)

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### Purpose

Our Family and Medical Leave policy allows you to take a leave of absence for your own serious health condition. Leave is also granted for the birth or adoption of a child, for the placement of a foster child, for the care of a child, spouse or registered same-gender domestic partner, parent, parent-in-law, grandchild, or grandparent with a serious health condition and for the care of a sick child with a non-serious illness, military exigency and bereavement due to the death of a family member. This handbook language is intended to outline our practices regarding this leave. When permitted by law, FMLA, OFLA and/or Paid Leave Oregon Insurance will run concurrently.

### Eligibility

You are eligible for Oregon specific family leave act as soon as the following requirements are met:

- You have been employed for at least 180 days (26 weeks) or more before the first day of the family and medical leave; and,
- You have worked an average of 25 or more hours per week as of the day before the request for family and medical leave is made. This average is calculated over the 180 days preceding the request for leave. For the purpose of taking leave for the birth, adoption, or placement of a child, there is no hours-worked requirement.
- Rarely, an employee may otherwise be eligible. Speak to the Administrative Coordinator for additional details.

You are eligible for Federal specific family and medical leave as soon as the following requirements are met:

- You have been employed for at least one year (12 months weeks) or more before the first day of the family and medical leave; and,
- You have worked an average of 1250 or more hours in the previous year.
- Rarely, an employee may otherwise be eligible. Speak to the Administrative Coordinator for additional details.

Some situations, such as military caregiver leave, are covered only by the federal Family and Medical Leave Act. This type of leave requires that an employee worked at least 1,250 hours in the preceding 12 months of employment.

### Reasons for Family and Medical Leave

The following situations qualify for family and medical leave:

- To care for an infant, adopted child, or newly placed foster child under the age of 18, or older than 18 if incapable of self-care due to a mental or physical disability, within 12 months of the event (parental leave);
- To care for a family member with a serious health-condition or your own serious health condition. Oregon covers child, parent, parent-in-law, grandchild, grandparent, spouse, registered same-gender domestic partner, and "in loco parentis" relationships. Federal law covers only child, parent, spouse, and "in loco parentis" relationships. This means an employee may be eligible for 12 weeks under Oregon law and an additional 12 weeks of federal leave in some situations;

- For a pregnancy-related disability or prenatal care, including morning sickness. Employees who have used up their original 12 weeks for a serious health condition related to pregnancy are entitled to an additional 12 weeks leave for any OFLA qualifying purpose;
- To care for a sick child who does not have a serious health condition but requires home care. Employees who use up their original 12 weeks for parental leave are entitled to an additional 12 weeks of sick child leave;
- The death of a family member, which is bereavement leave under Oregon law;
- To care for a qualified family member or "next of kin" as defined under Federal law who is in the military; and,
- A military exigency, which is when a family member is called to active duty. Oregon includes spouse and registered same-gender domestic partners and time when a service member is on leave from active duty; federal legislation includes spouse, sons, daughters, and parents.

#### Length of Leave

You may take up to twelve (12) weeks of family and medical leave during a 12-month period. The 12-month period will be measured forward from the date leave begins; a week is defined as Sunday through Saturday. If medically necessary, family and medical leave may be taken on a reduced or intermittent schedule. Details of the proposed schedule should be attached to the "Notification/Request for OFLA/FMLA/PLO Leave" form and should be verified by the certifying health care professional on the "Health Care Provider Certification" form, if applicable. In certain situations, you may be eligible for additional leave including pregnant employees, new parents, and employees taking military caregiver leave, for example.

You may be required to provide periodic status reports to the organization while on a family and medical leave.

#### Request and Certification Procedure

We recognize that many times the need for family and medical leave can be caused by serious or emergency situations. We will make every attempt to work with you to ensure that you receive all the benefits to which you are entitled; however, you are expected to adhere to our workplace rules and make every effort to communicate your situation to us immediately. So that we can best work with you, it's important that you complete all requested leave documentation.

In situations where the need for medical leave is known, you must give at least thirty (30) days' written notice of your intent to take family and medical leave by filling out and turning in the "Notification/Request for OFLA/FMLA/PLO Leave" form. Failure to provide 30 days' notice can impact your eligibility and the timing of the leave. Upon submitting the completed leave request, you may be required to provide verification of the need for the leave. Examples of such documentation include a "Health Care Provider Certification" form, deployment orders, adoption papers, a birth certificate, or confirmation of a death.

Requests for family and medical leave for a serious health condition, except parental leave, must be verified by a health care professional by using the "Health Care Provider Certification" form, which needs to be returned within 15 days of our request. You are required to provide sufficient information for us to determine if your situation qualifies for leave. If sufficient information is not provided, we may request that you provide additional information within seven (7) days. If you fail to return the form at all, your leave request may be denied.

If you are taking family and medical leave related to the birth of a child or to care for a family member with a serious health condition, you may be asked to provide proof of your relationship to this person. Please check with the Administrative Coordinator to discuss how best to provide this proof.

In the case of adoption, a legal representative who can attest to the validity of the adoption must verify the request for family and medical leave. In the case of placement of a foster child, a representative of the agency making the placement can verify the request.

Any documentation provided, including medical information provided for either a personal health condition or the health condition of a family member, is kept confidential and only those with a valid business-related reason for knowing any details will have access to any of this information. If you have any questions about how this information will be handled, please contact the Administrative Coordinator.

Subsequent medical verification may be requested in connection with an ongoing absence, but not more often than every 30 days. Exceptions exist, however, in situations where:

- Circumstances change significantly from the current certification; for example, the pattern of necessary absences changes;
- Information is received casting doubt on the employee's stated reason for the leave or the continuing validity of the certification.

Additional recertification exceptions may apply in the event your leave is covered only by the federal Family and Medical Leave Act (FMLA).

Lastly, the Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of employees or their family members. In order to comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

#### General Provisions

You are permitted but not required to use any accrued vacation, sick leave, or other paid leave available to you during the family and medical leave. If used, when it is exhausted, the balance of the leave will be unpaid.

The organization will continue to pay our share of your medical benefits during family and medical leave, as allowed in the plan documents. You are responsible for paying your share of medical insurance premiums prior to the due date of the premium payment if plan documents do not allow for the organization to pay its full portion. You may continue other insurance benefits by paying the full cost of the premium for any leave in excess of four (4) weeks in duration. Premium payments must be received by the due date or coverage will be discontinued.

#### Reinstatement

You are entitled to return to the same or an equivalent job with equivalent benefits, pay, and other terms and conditions of employment at the end of a family and medical leave (OFLA & FMLA). You may be required to present a fitness-for-duty certificate before being reinstated.

Other details regarding family and medical leave are available from the Administrative Coordinator.

#### Military Caregiver Leave Under FMLA

An extension of our Family and Medical Leave Policy provides a leave of absence for up to 26 weeks to care for a family member who is a covered service member or veteran. This leave requires that an employee

worked 1,250 hours in the preceding 12 months of employment. Eligibility for this leave is also based upon the specific family relationship and the existence of a certain situation or conditions.

**Family Relationship:** This leave is available for care of your spouse, parent, or son or daughter of any age, or if you are designated as "next of kin" by, or qualify as the nearest blood relative to, the covered family member.

**Qualifying Condition or Situation:** Care for a qualified family member who has a serious injury or illness requiring such care.

You may be required to provide documentation supporting both the required family relationship and the qualifying condition or situation. You will be required to complete and return a certification completed by an authorized health care provider within 15 days. If caring for a covered service member, however, a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to a member of your family can be used instead.

## PAID LEAVE OREGON INSURANCE

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Chehalem Park and Recreation District provides a Paid Leave Oregon Insurance plan through Metropolitan Life Insurance Company. This insurance is required by Oregon state law and provides paid time off to eligible employees. This is a protected leave. All health-related information gathered by the insurer and organization during this process will be maintained as confidential. Employees will not be discriminated against or retaliated against for using or trying to use this insurance benefit. We encourage each employee to use the combination of time off and benefits that meets their personal needs. When permitted by law, FMLA, OFLA and/or Paid Leave Oregon Insurance will run concurrently.

### *Cost*

Employees will see up to a .006% deduction from gross wages for each paycheck. The employer will contribute *no less than* .0027% of the employee's gross wages for each paycheck.

The employee and employer minimum and maximum, as well as overall costs, of this coverage will be assessed annually by the Oregon Employment Department and may change. We will provide notice to employees in advance of any change.

### *Eligibility*

Most employees who work in Oregon are eligible to submit a claim. The determination of eligibility will be made by Metropolitan Life Insurance Company. If an employee disagrees with an eligibility determination, the employee may use the appeal process outlined in the determination notice.

### *Length of leave*

The length of leave is part of the determination process.

An employee may qualify for up to twelve (12) weeks of leave annually, starting from the first day of leave. An additional two (2) weeks of leave may be available if the employee is pregnant, has given birth, or has health needs because of childbirth. The coverage may be approved in not less than one Work Day segment(s). Refer to policy and endorsements for more information.

### *Reasons for leave*

Benefits may apply to a variety of situations, including:

**Family leave** - Caring for members of the employee's family:



- During the birth of a child
- Bonding with a child in the first year:
  - After birth
  - Through adoption
  - When the child is placed in the employee's home through foster care
- To care for a family member with a serious health condition\*.

**Medical leave** - The employee caring for themselves when the employee has a serious health condition\*.

**Safe leave** - For survivors of:

- Sexual assault
- Domestic violence
- Harassment
- Stalking

\* A serious health condition is an illness, injury, impairment, or physical or mental condition that: requires inpatient care, poses an imminent danger of death or possibility of death in the near future, requires constant or continuing care, involves a period of incapacity, involves multiple treatments, or involves a period of disability due to pregnancy.

***Insurance benefit while on leave***

The amount of benefit the employee will receive will be calculated based upon the employee's earnings for the prior year. This will also be part of the determination of coverage process. Minimum weekly benefit amount: 5% of the State Average Weekly Wage or as otherwise directed by the Oregon Employment Department. Maximum Weekly Benefit Amount: 120% of the State Average Weekly Wage or as otherwise directed by the Oregon Employment Department.

Employee may make up the difference between the PLO benefit amount and their regular rate of pay. The following leave banks are available for this purpose: Sick Leave and Vacation.

***Notification of the need for leave***

An employee is required to provide the employer notice of the intention to take leave. If the Qualifying Reason is foreseeable, the employee is required to provide at least thirty (30) calendar days' written notice to the employer of the start date of leave. The employer would constitute notification made to your supervisor who is authorized to approve leave requests.

If the Qualifying Reason is not foreseeable, an eligible employee may commence leave without 30 calendar days advance notice. However, the eligible employee must give oral notice to the employer (your supervisor authorized to approve leave requests) within 24 hours of the commencement of the leave and provide written notice within 3 days after the commencement of leave. In the event the employee is incapacitated due to the unforeseeable event and unable to meet these obligations, the employee must notify the employer as soon as possible.

An Eligible Employee who takes Safe Leave must give reasonable advance notice of intention to take Safe Leave, unless giving advance notice is not feasible.

Please complete the "Notification/Request for OFLA/FMLA/PLO Leave" form Notice Form found online at: [cprdnewberg.org](http://cprdnewberg.org) in the employee section and submit it to your supervisor to notify the employer of the intention to take leave. The employee may also contact the Administrative Coordinator or your department supervisor for a copy. This form is in addition to the request and claim filing to the District's current Paid Leave Oregon Administrator.

### ***Filing a Claim for coverage***

Employees will need to complete the established form and submit required proof directly to Metropolitan Life Insurance Company. Required proof must be supported by a certification evidencing that the leave is for a Qualifying Reason. Neither Metropolitan Life Insurance Company nor Chehalem Park and Recreation District may require the eligible employee to submit additional evidence unless it is specifically authorized under ORS Chapter 657B and OAR Chapter 471. Refer to the Policy for more detailed information.

Employees are responsible for submitting the required paperwork and any updates or changes to their claim. The employer will be unable to complete the application process on the employee's behalf.

### ***Job and Benefit Protection while on leave***

If an employee has been employed with the employer for at least ninety (90) days prior to the leave, the employee will be restored to the same position upon their return, if the same position exists. If the same position does not exist, the employee is entitled to a position equal to their previous position before employee took leave, with equal employment benefits, pay and other terms and conditions

If, at the time of leave, the employee is receiving health benefits these will be maintained.

The employee will be required to pay their portion of all elected benefits premiums while on leave.

### ***Complaints Procedure***

Our goal is to solve all concerns at the lowest possible level. We encourage all employees to bring complaints to their Department Supervisor promptly and in writing.

We understand employees may choose to seek outside assistance to resolve complaints regarding this coverage. Employees may contact the Oregon Bureau of Labor and Industries to file a complaint or may contact an attorney of their choice to determine if a civil action may be appropriate.

## LEAVE TO DONATE BONE MARROW

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### Eligibility

Employees working 20 or more hours per week are eligible for this leave.

### Length of Leave

An employee may use up to 40 hours of leave which may be taken as paid or unpaid time. In extenuating circumstances, approval to take more time off paid or unpaid may be granted by a supervisor or manager.

### Request Procedure

You must notify your manager or supervisor as soon as is practicable after you become aware that you will be donating bone marrow. You are expected to provide a copy of the doctor's verification for bone marrow donation. If there is a medical determination that you do not qualify as a bone marrow donor, the paid leave of absence used before that determination was made will not be affected.

### Status of Benefits

Benefits are not affected by this leave.

## PERSONAL LEAVE OF ABSENCE

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Full-time, regular employees may be granted an unpaid personal leave of absence under certain circumstances. A personal leave of absence is an approved period of time away from work for personal reasons that do not fall under the guidelines of the Family and Medical Leave Policy or any other leave policy. A personal leave of absence is granted at our discretion and is normally granted to protect the length of service and benefit rights of an employee whose service might otherwise be terminated.

### Eligibility

You become eligible for a personal leave of absence after 12 months of service; all earned paid leave must be exhausted first. If you want to take a personal leave of absence, you must make arrangements with your supervisor.

### Length of Leave

The leave may be requested for any time over 5 consecutive days. A personal leave of absence starts on the first regular workday following the last day worked. The maximum leave allowed under this policy is 60 days.

### Request Procedure

A written request, using the Leave of Absence Request Form (currently electronic through the employee's log in for payroll), should be submitted at least one-week [five (5) working days] before time off that will exceed five (5) days, except in emergencies. Leave requests must include an expected date of return. If you do not return after three (3) days of that date and no extension has been requested, we'll assume you have resigned.

### Pay While on Leave

Personal leaves of absence are without pay.

### Status of Benefits

Insurance coverage will **not** be maintained for you while on a personal leave of absence of more than 30 days; leaves longer than 30 days may require continuation of benefits through COBRA. You may continue insurance coverage by paying the full premium by the first of each month. Benefits do not accrue during this type of leave of absence, but are instead retained at the same level.

### Reinstatement

Chehalem Park and Recreation District will attempt to arrange employment for individuals returning from a personal leave of absence, but no guarantees are made. While you are on a personal leave of absence, you are required to check in with your supervisor on a regular basis as agreed upon to inform us of your status and to notify us of any change in personal data. You may be required to present a doctor's release before being reinstated if the leave was medically-related.

## **UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT**

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Regular employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Re-employment Rights Act and applicable state regulations. The policy covers employees who enter active military duty voluntarily and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training. These military members, and those with previous or current military service, are protected from discrimination and harassment.

### Eligibility

All employees of the organization except those hired on a brief, non-recurrent basis are eligible for leave.

### Length of Leave

Given that the requirements regarding this type of leave are subject to change, the length of this leave will be administered under the current provisions of all applicable laws at the time of occurrence.

### Request Procedure

You must provide oral or written notice, using the Leave of Absence Request Form, of your obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of re-employment rights.

### Pay While on Leave

Military leaves are without pay unless you elect to utilize vacation benefits earned before the commencement of the leave.

### Status of Benefits

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, and length of service pay increases, as may be provided by applicable statutes of the United States and the State of Oregon. For any

leave extending beyond 30 days, you may maintain health care insurance benefits for up to 24 months while on leave by paying the full insurance premiums.

### Reinstatement

If you are returning from a USERRA leave, you generally must report to work or request re-employment within prescribed time limits, which are based on the length of the leave as follows:

- 1 to 30 days: You are expected to report to work on the first regularly scheduled work day following the completion of your service and an eight-hour rest period. You will most likely be reinstated to a position you would have held had you not taken leave or to the same position you held prior to the leave.
- 31 to 180 days: You should submit an application for reemployment no later than 14 days after an honorable release from service unless it is impossible or unreasonable through no fault of your own. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by Chehalem Park and Recreation District, or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.
- 181 days longer: You must apply for re-employment no later than 90 days after the completion of satisfactory service, absent extenuating circumstances. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by Chehalem Park and Recreation District, or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

For service of 31 days or more, Chehalem Park and Recreation District will request that you provide documentation to verify your rights to re-employment, including your separation papers.

Time limits for applications for re-employment are extended for up to two years for disabled veterans, unless extenuating circumstances beyond a veteran's control may warrant another minimal extension beyond that period. Failure to file an application within the required time periods may otherwise result in a loss of the right to re-employment.

## **OREGON MILITARY FAMILY LEAVE**

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An employee may be eligible to take leave beginning on the first day of employment, if the employee's spouse/registered domestic partner is notified of an impending call to active duty and when the spouse/registered domestic partner is on leave from deployment.

### Eligibility

You will be eligible to take military family leave if you work an average of at least 20 hours per week for the organization.

### Length of Leave

The amount of leave time available is up to 14 days of unpaid leave per deployment.

### Leave Interaction with the Oregon Family Leave Act (OFLA)

If an employee is also eligible for OFLA, generally at least 6 months on the job and working at least 25 hours per week, this time will run concurrently with OFLA leave, reducing the 12 weeks of leave available in any leave year.

### Request Procedure

An employee accessing this leave provision needs to request time off from the designated manager or supervisor within five (5) days of receiving official notice of an impending call or order to active duty or of a leave from deployment, or as soon as is practicable. Obviously, the more advance notice given, the easier it is to handle scheduling issues. These types of leave situations, however, arise with little forewarning at times.

### Pay While on Leave

Oregon military family leave is unpaid; however, eligible employees who take this type of leave may use any accrued vacation or sick time available to them. Exempt employees working partial days or a partial week will be paid in full for the entire week.

### Status of Benefits

Benefits are not affected by Oregon military family leave.

## HEALTH AND SAFETY

## EMPLOYEE HEALTH AND SAFETY

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Chehalem Park and Recreation District is committed and legally responsible to provide our employees with a safe and healthful work environment while on-site, in the field, and working at an approved alternative location (such as an employee's home). To accomplish this goal, both management and employees must make diligent efforts to promote safety within applicable laws and standards.

We develop and implement safety rules and regulations through our managers and supervisors. This process is ongoing and requires periodic safety audits. Safety audits are undertaken to determine the necessity and feasibility of providing devices or safeguards to make the workplace safe and healthful. We also educate employees about workplace hazards and the proper and safe methods to use in performing job tasks.

You are expected to give your full skill and attention to the performance of your duties, using the highest standard of care and good judgment. You are also expected to always follow safety rules and regulations, including using appropriate protective clothing, shoes, and equipment, attending all training sessions offered, and following directions of warning signs, signals, and supervisory personnel.

While we respect personal taste in clothing, jewelry, and body modification, when any of these areas have the potential to make an employee more vulnerable to injury, we reserve the right to prohibit the attire or body alteration or ask the employee to take some steps for safety.

All job-related injuries or illnesses are to be reported to your supervisor immediately, regardless of severity. In the case of serious injury, your reporting obligation will be deferred until circumstances reasonably permit a report to be made. Failure to report an injury or illness may preclude or delay the payment of any benefits to you and could subject Chehalem Park and Recreation District to fines and penalties. No one will be retaliated against for filing a workers' compensation claim in good faith.

Safety rules and regulations will be issued or modified from time-to-time and will be effective immediately upon communication. Rules and regulations will be distributed to you and posted on the employee bulletin board.

If an injury or illness occurs, you are required to:

1. Take remedial first aid actions; seek emergency care if necessary.
2. Report the injury or illness as soon as possible.
3. Fill out the report form and workers' compensation form.
4. Provide your supervisor with a medical release from a doctor.
5. Review the incident with your supervisor or the Superintendent.

### ***Early Return to Work Program***

Our Return-to-Work program provides guidelines for returning you to work as early as possible after you have suffered an on-the-job-injury or job related illness. The program is not intended to be a substitute for a reasonable accommodation when an injured or ill employee also qualifies as an individual with a disability.

The Return to Work program consists of a team effort by supervisors, employees and their treating physicians, management, and our workers' compensation insurance carrier. All team members will take an active role in returning an employee to productive work. Through this team effort, we hope to help our employees recover and return to full employment as soon as their medical condition permits.

If you are injured on the job and your doctor determines that you are able to perform modified work, the organization will attempt to provide such a job until you are able to resume your regular duties, except



where provided as an accommodation for a permanent disability. All modified work is temporary and may be offered at any location or on any shift. If you are offered a modified position that has been medically approved, failure to report at the designated time and place may affect time loss compensation.

A return to work from non-work-related injuries or illness may be covered in the Leave section.

### ***Smoking in the Workplace***

Chehalem Park and Recreation District is a non-smoking facility. This includes the use of electronic cigarettes and vaping devices. Places outside the office may be designated as smoking areas; smoking is limited to these areas. Please do not smoke or vape within 10 feet of any entrance, exit, window, or air intake device. If any employee has a concern about the areas designated, that individual should speak with the appropriate supervisor.

### ***Employee Right to Know/Hazard Communication Program***

Chehalem Park and Recreation District provides a Hazard Communication Program so that all employees are aware of chemical hazards in the workplace. By becoming familiar with this information you can help prevent injuries and illnesses from chemical exposure. If you have any questions regarding chemical hazards, do not delay in asking your supervisor or the Superintendent.

The following safety precautions have been taken to prevent injuries and illnesses from chemical exposure:

#### Container Labeling

The Supervisors or department managers will verify that all containers received for use will:

- Be clearly labeled as to the contents with a product identifier.
- Note the appropriate hazard warning with a precautionary statement, pictogram, hazard statement, and supplemental information.
- List the manufacturer/supplier name, address, and emergency phone number.

It is our policy that no container will be released for use until the above data is verified.

The supervisor in each section will ensure that all secondary containers have either an extra copy of the original manufacturer's label or a generic label that has identification and hazard warning blocks. For help with labeling, see a member of the Safety Team.

#### Safety Data Sheets (SDS)

Copies of safety data sheets for all hazardous chemicals that employees of this organization may be exposed to will be kept in the Basic Services Supervisor's Office. Safety data sheets will be available to all employees in their work areas for review during each work shift. Never use a chemical or associated machinery if its safety data sheet is not available; you should immediately contact your Supervisor before using the chemical or the machine containing it.

#### Employee Information and Training

Depending upon your job classification and duties, you may be required to receive additional training.

Prior to a new hazardous chemical being introduced into any section of this organization, each employee of that section will be given information as outlined above. The Supervisor is responsible for ensuring that Safety Data Sheets (SDS) on new chemicals are available.

The Safety Committee meets each month and minutes are kept. We encourage employees to volunteer to serve on the committee or appear before the committee with suggestions and/or concerns.

## SUBSTANCE AND ALCOHOL

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The objective of this policy is to provide a workplace and environment that are free from the effects of substance abuse. Furthermore, Chehalem Park and Recreation District has a responsibility to our employees, to those who use or come into contact with our services, and to the general public to ensure safe operating and working conditions. To satisfy our drug free workplace objective and meet these responsibilities, we have established a work environment where employees are free from the effects of drugs, alcohol, or other impairing substances. Accordingly, we have adopted this substance and alcohol policy.

The following conditions and activities are expressly prohibited on our premises or property or during work time or while representing us in any work-related fashion and will lead to corrective action, up to and including termination:

- Manufacturing, selling, attempting to sell, using, distributing or possessing alcohol or other controlled or substances that impair job performance or pose a hazard when use or possession occurs (as a government employer this includes marijuana);
- Reporting for or being at work while impaired by the use of alcohol, drugs, or controlled substances.

If your doctor prescribes over-the-counter or pharmaceutical drugs, you are responsible for determining if you are able to maintain work performance standards, including safety. If you are not, you are to contact your immediate supervisor or the Superintendent before returning work. Any medical issues discussed will be kept confidential.

If you have a problem with substance or alcohol use and wish to undertake rehabilitation, you may be granted an unpaid leave of absence (after sick time is used and depleted) for this purpose. It is your responsibility to seek help before the problem adversely affects your work performance or results in a violation of this policy. If you need assistance in seeking this help, you may talk to the Superintendent. No one will be discriminated against for undertaking rehabilitation.

Where we have a reasonable basis to believe that an employee is in violation of this policy, the employee will be required to submit to testing to determine presence of, use of, or involvement with alcohol or drugs. We reserve the right to determine whether reasonable basis exists.

The following definitions apply:

Reasonable suspicion is defined as specific, describable observations concerning such circumstances as the work performance, appearance including, for example, noticeable odor of an alcohol, behavior, or speech of the employee, or as being involved in an accident on organization premises that results in physical injury or property damage.

Presence of is defined as any noticeable or perceptible impairment of the employee's mental or physical faculties.

Controlled Substances are defined as any product causing potential impairment of an employees' mental or physical faculties.

Over-the-counter drugs are defined as those that are generally available without a prescription from a medical doctor.

Prescription drugs are defined as those drugs that are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Any employee who is found to be in violation of this policy and who refuses to submit to testing, or refuses to cooperate, or attempts to subvert the testing process will be subject to corrective action, up to and including termination. We also reserve the right to involve law enforcement officials for any conduct that we believe might be in violation of state or federal law.

## WORKPLACE VIOLENCE

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Chehallem Park and Recreation District recognizes the importance of a safe workplace for employees. A work environment that is safe and comfortable enhances employee satisfaction with work as well as employee productivity.

To foster a safe workplace, this organization specifically prohibits any employee, customer, or vendor from bringing any kind of weapon, knife (other than folding pocket-knife), or firearm on premises. If you have a question whether something may be considered a weapon in violation of this policy, you must ask your supervisor prior to bringing the item onto our premises. Our premises include areas such as personal vehicles parked in our designated parking area. The prohibitions of this section do not apply to handguns lawfully carried by persons exempt from local regulation under ORS 166.173. The prohibitions of this section also do not apply to anything possessed or used to carry out lawful actions authorized by any contract or permit.

Situations may occur, despite our best efforts to prevent them, which present a risk of harm to employees and others. All employees have an obligation to report any incidents that pose a risk of harm to employees or others associated with the organization or that threaten the safety, security, or financial interests of the organization. Employees should make such reports directly to the Superintendent or their immediate Supervisor.

All information related to the reports, including the name of the reporting employees, will be kept as confidential as possible under the circumstances. We will generally notify the reporting employee of action taken in response to the report.

We may, out of business necessity, conduct an investigation of a current employee when the employee's behavior raises concern about work performance, reliability, honesty, or potential threat to the safety of co-workers or others. An employee investigation may include investigation of criminal records and a search of the organization's property such as desks, work areas, lockers, file cabinets, voice mail systems, and computer systems.

If an employee is found to have violated any part of this policy, corrective action up to and including termination may occur.

## EMERGENCY PREPAREDNESS

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Chehalem Park and Recreation District may be subject to major disruptions as a result of occurrences beyond the control of the organization. All employees should exercise good judgment in responding to these events as the situation necessitates. Chehalem Park and Recreation District will try to provide emergency and limited services during periods of disruptions. The Board of Directors or Superintendent shall make the determination to close the organization, suspend activities, or make the organization available for community support.

In the event of potential or actual disruptions that may be weather-related or a result of a catastrophic event such as an earthquake, fire, explosion, or public health emergency, contact your immediate supervisor or the Superintendent.

Compensation of employees will be determined in accordance with all applicable regulations when individual facilities or activities are closed as a result of emergency conditions. Employees not compensated during an emergency-related closure may be able to use available vacation time. Please refer to weather related closures for additional information.

Should a threat to company property or an employee be received, it should be reported immediately to your immediate supervisor and Superintendent.

## **EMPLOYMENT SEPARATION**

## SEPARATION FROM EMPLOYMENT

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Separation from employment with Chehalem Park and Recreation District occurs when you voluntarily resign, are laid off, abandon the position, or are discharged by the organization.

### ***Resignation***

Employment with us is "at-will," which means you are free to resign at any time, with or without cause or notice. However, in order to achieve an orderly transition, we would appreciate receiving notification of your resignation at least 10 working days before the intended date of departure. For supervisors and management-level personnel, at least thirty (30) days' notice of a resignation is required.

### ***Job Abandonment***

To maintain a safe and productive work environment, employees are expected to be reliable in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the organization; poor attendance and excessive tardiness are disruptive. Either may lead to corrective action, up to and including termination of employment. If an employee fails to call in or show up for work for three [3] consecutive shifts or days, job abandonment and voluntary resignation will be assumed.

### ***Job Elimination, Reduction in Work Hours***

Our desire is to avoid circumstances that require a reduction in hours or staff, but we also recognize that situations may arise where such reductions are necessary. Depending upon the circumstances, we may respond in a variety of ways, including offering a voluntary reduction in hours or days of work, reducing your work hours or days of work, reducing the workforce, or reducing expenses by other means. Among the factors we will consider in selecting employees for any reduced hours or reduction in force are:

- Your department, location, or job;
- Your job knowledge, skills, and ability to do the required work;
- Your performance, attendance, and safety and corrective action history and records;
- Your possession of licenses, registrations, and certifications required by the job;
- Your creativity and teamwork skills, if required for the job;
- Your demonstrated willingness to go the extra mile for the organization, co-workers, and customers; and,
- The efficiency of our operation.

Evaluation of these factors is at our discretion. When we conclude that all the factors are substantially equal, we will reduce the hours of or lay off the employee with the shortest term of service. An immediate supervisor/manager will personally notify employees of a layoff. After explaining the layoff procedure, you will be given a letter describing the conditions of the layoff, such as the effects on benefits, the possibility of reemployment, procedures, and any outplacement services, if applicable.

If practicable at the time of layoff or upon an employee being placed in an inactive status, we may provide limited re-employment rights for a period of six (6) months. The order of recall will be determined using the above factors. An offer of re-employment may be made orally or in writing to the last address reflected in your personnel records. It is your obligation to keep us informed of any changes to your telephone number, email address, physical address, and re-employment status (ie: employment obtained elsewhere and will no longer return). The offer will identify the available job and the date you are to report to work. If you are not rehired during the period specified, your re-employment rights end; if you decline re-employment or fail to report on the date specified in an offer, you generally waive any re-employment privileges.

### ***Discharge***

Our philosophy and general practice is to provide employees who have completed the initial introductory period of employment with an opportunity to correct minor performance and conduct problems before discharge is implemented.

The organization has a corrective action policy found in this Handbook that describes action management may take, at its discretion, to correct performance infractions prior to discharging employees. The decision to discharge employees is based not only on the seriousness of the current performance infraction, but also on the individual's overall performance record and length of service.

We also believe that our employees should be given an opportunity to be heard in matters involving corrective action, including discharge, and we have provided a formal dispute resolution procedure found elsewhere in this Handbook for that purpose. You are encouraged to use this procedure to resolve any issues you may have that cannot be resolved by consulting with your supervisor.

### ***Exit Interview***

An exit interview may be arranged to give you an opportunity to address unresolved issues before leaving the organization. It also allows us to solicit your opinions about our organization and any suggestions you may have for its improvement. We encourage all employees invited to participate in an exit interview when they separate from employment to do so, and we value all opinions and suggestions we receive in the process.

At the exit interview session, you will be given information regarding your benefit continuation rights and responsibilities and how you will receive your final paycheck.

### ***Return of Organization Property***

Upon separation from employment, either voluntarily or otherwise, you must return all organizational property in your possession. Such property may include credit cards, organization vehicles, keys, ID cards, cell phones, tools, software, electronic devices, uniforms, this Handbook, and any other items in your possession that belong to the organization. Any items not returned, the employee may be responsible for replacement costs at the current fair market value. If a lock must be re-keyed due to failure to return key(s), the employee may be responsible for the cost of the re-key service and all key replacements for that door. Failure to pay for any invoiced items may result in legal action including, but not limited to, collections.



# Chehalem Park and Recreation District

## HANDBOOK RECEIPT ACKNOWLEDGMENT FORM

NOTE: This signed form will be inserted into your personnel file.

As an employee of Chehalem Park and Recreation District, I acknowledge the following:

I have been given access to the Employee Handbook. I understand that the Handbook contains important information about Chehalem Park and Recreation District's policies, work rules, and my benefits. I have both read and understood the information in the Handbook and have asked my supervisor or the Administrative Coordinator for the clarification of any information I did not understand.

I acknowledge the Handbook is neither a contract of employment nor a guarantee of specific treatment in any situation; that the organization has the right to change, modify, add to, substitute, eliminate, interpret, and apply, in its sole judgment, the policies, rules, and benefits described in this Handbook; and that the current Handbook supersedes all prior handbooks, policies, and understandings related to the subjects it contains.

The Superintendent is the only persons authorized to make changes to the Handbook and all such changes must be in writing to be valid. Any changes to the content will be communicated to employees via official notices.

**I understand that, unless stated otherwise in an employment contract, my employment relationship with the organization is "at-will" and either the organization or I can end the relationship at any time, with or without reason or notice.** The Board of Directors of the Chehalem Park and Recreation District are the only person(s) who have the authority to enter into an employment contract, which must be in writing and signed by both parties to be valid.

Lastly, I am aware that I may be given confidential information during my employment, including customer lists, proprietary organization plans, and other information. I understand this information is critical to the success of Chehalem Park and Recreation District and I agree not to disseminate or use it outside of the organization, even in the event of my separation, either voluntary or involuntary.

I also acknowledge that before signing this form, I asked for and received clarification on any of the items discussed above that I did not understand.

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Employee Signature

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Date

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Print Employee's Name

# CHEHALEM PARK AND RECREATION DISTRICT BOARD OF DIRECTORS

## POLICY & GUIDELINES FOR PUBLIC COMMENTS

***All meetings of the Chehalem Park and Recreation District Board of Directors must be open to the general public, unless specifically exempted by law (ORS 192.620 and 192.630).***

Chehalem Park and Recreation District Board meetings are generally held at 6 p.m. on the fourth Thursday of each month at the Chehalem Park and Recreation District Administration Office at 125 S. Elliott Road in Newberg, Oregon. The Board meets only if necessary in July and November, due to Old Fashioned Festival in July and Thanksgiving holiday in November. The December Board meeting generally is scheduled on the first Thursday in December. These and any other meeting date exceptions, as approved by the Board, will be posted in advance of the meeting on the Chehalem Park and Recreation District website ([cprdnewberg.org](http://cprdnewberg.org)) and in Chehalem Park and Recreation District facilities as appropriate.

Regular Board meetings are open to the public and include opportunity for public comments. It is the intent of the Board to allow all citizens to give input on any issue that is addressed by the Board.

Citizens will be limited to three (3) minutes of time to speak on a single agenda item. Citizens must be recognized by the Board President before speaking, at each instance, during the discussion of each issue. Due to time limitations and the number of citizens wishing to speak during a meeting, the Board President may set time limits for each speaker and/or the number of times that speakers may address the Board on a single agenda item. Generally, ensuing dialogue from other citizens concerning the same issue will be held to a limit of 30 minutes total.

**How to submit a request to speak to the Board:** Complete the attached form and submit it to the Public Information Office at least one week prior to the meeting. Any written materials which are intended for the Board's review should be submitted to the Public Information Office at the time of the request, including supplemental notes from visual presentations such as PowerPoint presentations.



# PUBLIC COMMENT/NOTICE REGISTRATION CARD

CHEHALEM PARK AND RECREATION DISTRICT

125 S ELLIOTT ROAD, ADMINISTRATIVE BUILDING

NEWBERG, OR 97132

\_\_\_\_\_ I wish to provide **ORAL** testimony regarding the issue discussed at this public meeting.

\_\_\_\_\_ I wish to provide **WRITTEN** testimony regarding the issues discussed at this public meeting.

**AGENDA ITEM/TOPIC** \_\_\_\_\_

**DATE OF MEETING** \_\_\_\_\_

**NAME (Please print legibly)** \_\_\_\_\_

**MAILING ADDRESS** \_\_\_\_\_

**E-MAIL ADDRESS (Optional)** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_

## WRITTEN COMMENTS: (CONTINUE ON BACK IF NEEDED)

Written comments may be submitted at the meeting or to the Public Information Director at [krickercprdnw.org](mailto:krickercprdnw.org) or at CPRD Administration Office at 125 S. Elliott Road, Newberg, OR 97132.

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

**NOTICE TO PROCEED**

TO: NV5  
9450 SW Commerce Circle, Suite 300  
Wilsonville, OR 97070

FROM: Chehalem Park & Recreation District  
125 S Elliott Rd.  
Newberg OR 97132

DATE: May 3, 2023

**Notice to Proceed**

The Development of Master Plan for Bob & Crystal Rilee Park, Professional Design Services is awarded to:

NV5  
9450 SW Commerce Circle, Suite 300  
Wilsonville, OR 97070

Owner: Chehalem Park & Recreation District

BY: Casey Creighton

TITLE: Assistant Superintendent

**Acceptance of Notice**

Receipt of the above Notice to Proceed is hereby acknowledged, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**Chehalem Park and Recreation District  
Professional Consulting Services Agreement  
For  
Bob & Crystal Rilee Park Master Plan**



THIS AGREEMENT made 05/03/2023 by and between CHEHALEM PARK AND RECREATION DISTRICT, 125 S. Elliott Rd., Oregon 97132, hereinafter called the "CPRD," and NV5 hereinafter collectively referred to as the "Consultant."

**WITNESSETH**

THAT WHEREAS, CPRD intends to complete the professional design services for Bob & Crystal Rilee Park Master Plan as outlined in the scope of work which is attached hereto as Exhibit A and Exhibit B.

NOW, THEREFORE, CPRD and the Consultant for the consideration hereinafter set forth, agrees as follows:

**ARTICLE 1**

- 1.1 The Consultant agrees to provide professional services for the project hereinafter set forth.

**ARTICLE 2**

- 2.1 CPRD agrees to pay the Consultant as compensation for their services.
- 2.2 For the basic services defined in Exhibit "A," a fee of \$53,933
- 2.3 No additional or extra services shall be paid for by CPRD unless agreed to in writing, both as to the nature of the work and the amount to be paid prior to performance thereof.
- 2.4 Extra service expense is defined in Article 6 "Extra Services."
- 2.5 The rates set forth in this Article will be subject to renegotiation if the services covered by this Agreement have not been completed within twelve (12) months of the date hereof.

**ARTICLE 3**

**DIRECT PERSONNEL EXPENSE**

- 3.1 As used herein, Direct Personnel Expense is defined as the direct salaries of the Consultant's personnel engaged on the Project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

**ARTICLE 4**

**PAYMENT TO THE CONSULTANT**

- 4.1 Unless otherwise described on the attached Exhibit "A," payments for basic services shall be made monthly upon submittal by the Consultant of a detailed progress payment estimate for services performed. Payment is due within thirty (30) days of the invoice date.
- 4.2 Payment for Extra Services as defined in Article 6, when Extra Services have been agreed to in writing, shall be made upon presentation of a detailed invoice.
- 4.3 If the project is suspended or abandoned during any phase of service in whole or in part, the Consultant is to be paid for the service performed prior to receipt of written notice from CPRD of such abandonment or suspension, together with reimbursement then due. If the Project is resumed after being suspended for more than three months, the Consultant's compensation shall be subject to renegotiation.

#### **ARTICLE 5 CPRD'S RESPONSIBILITIES**

- 5.1 CPRD agrees to provide all available information, data, reports, records and maps to which CPRD has access and which are needed by the Consultant for the performance of the scope of services.
- 5.2 CPRD's representative shall be authorized to act in CPRD's behalf. CPRD's representative shall examine documents submitted by the Consultant and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Consultant's work.
- 5.3 CPRD shall coordinate with the Consultant to make available all existing data and materials necessary for the Project.
- 5.4 If CPRD observes or otherwise becomes aware of any defect in the Project, or the Consultant's plans, it shall give prompt written notice thereof to the Consultant.

#### **ARTICLE 6 EXTRA SERVICES**

- 6.1. Extra services include actual expenditures made by the Consultant in the interest of the Project above and over the scope of work outlined in Article 13 "Consulting Services." Work is to occur only if authorized in advance by CPRD in writing both as to the work to be performed and the cost thereof, and may include:
  - 6.1.1. More than one set of reproducible drawings and specifications.
  - 6.1.2. Expense of transportation and travel, long distance telephone, and printing in connection with the Project above and over the scope of work outlined in Article 13 "Consulting Services."
  - 6.1.3. Providing design services relative to future facilities, systems and equipment which are not included in the scope of services, or providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by CPRD.
  - 6.1.4. Preparing and submitting funding applications to obtain funds from the state or federal government.

- 6.1.5. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given are due to causes beyond the control of the Consultant.
- 6.1.6 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, excepting only Project application hearings. Project application hearings and Consultant's appearances at said hearings shall be a part of the consideration for this contract.
- 6.1.7 Providing any other service not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted design practices.

**ARTICLE 7  
THE CONSULTANT'S ACCOUNTING RECORDS**

- 7.1 Records of the Consultant's direct personnel, consultant, and reimbursable expense pertaining to this Project shall be kept in accordance with generally accepted accounting practices and shall be available to CPRD or its authorized representatives at mutually convenient times.

**ARTICLE 8  
TERMINATION OF AGREEMENT & NOTICES**

- 8.1 This Agreement may be terminated by either party upon three (3) days written notice should the other party fail to substantially perform in accordance with its terms, through no fault of the other. In the event of termination due to the fault of others than the Consultant, the Consultant shall be paid for services performed to termination date, including reimbursement then due. CPRD may also terminate this Agreement without cause for its convenience with ten (10) days written notice to Consultant. Consultant should be paid in full for all phases completed through date of termination.

NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for CPRD:  
Chehalem Park & Recreation District  
District Superintendent  
125 S. Elliott Rd.  
Newberg, Oregon 97132

If for Consultant:  
NV5  
Jon Champlin  
9450 SW Commerce Circle, Suite 300  
Wilsonville, OR 97070

Either party may change such address from time to time by providing written notice to the other in the manner set forth above.

**ARTICLE 9  
OWNERSHIP OF DOCUMENTS**

- 9.1 All drawings, specifications, reports and other work products of the Consultant for this Project are instruments of service for the Project and will become the property of CPRD, whether the

Project is completed or not. CPRD shall be free to reuse said drawings, specifications, reports and other work products at no further cost.

#### **ARTICLE 10 SUCCESSORS AND ASSIGNS**

- 10.1 CPRD and the consultant each binds themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. Neither CPRD nor the Consultant shall assign, sublet or transfer their interest in the Agreement without written consent of the other. Except for any successors and assigns, this Agreement does not confer any benefits upon third parties.

#### **ARTICLE 11 MEDIATION AND ARBITRATION**

- 11.1 Notwithstanding any contrary provisions in the Contract, express or implied, Consultant and Owner agree that any dispute that may arise under the Contract will be submitted to a mediator agreed to by both parties as soon as such a dispute arises, but in any event as a condition precedent to commencement of litigation. Such mediation shall occur at a location agreed upon by all parties. Mediation fees and expenses shall be shared equally by the parties who agree to exercise their best efforts in good faith to resolve all disputes in mediation. Mediation will proceed according to the then-effective procedures and costs established by the Arbitration Service of Portland, Inc. Completing mediation is a condition precedent to filing any action in court, without limitation.
- 11.2 Notwithstanding any contrary provisions in the Contract, express or implied, if a dispute is not resolved by mediation, either party may file a lawsuit to resolve the dispute in a court with proper jurisdiction in Yamhill County, Oregon. Any trial will be to the court without a jury. In any suit or action instituted to enforce any right granted herein, each party will be responsible for its own costs and fees, including attorney and expert fees.

#### **ARTICLE 12 INSURANCE AND INDEMNIFICATION**

- 12.1 Consultant shall indemnify and hold CPRD, and its officers, agents and employees, harmless from and against all claims, actions, liabilities, costs, including attorney fees and other costs of defense, arising out of or in any way related to the work, Consultant's failure to strictly comply with any provision of the Contract, or any other actions or failure to act by Consultant and Consultant's employees, agents, officers, representatives and subcontractors. In the event any such action or claim is brought against CPRD, Consultant shall, if CPRD so elects and upon tender by CPRD, defend the same with counsel acceptable to CPRD at Consultant's sole cost and expense, promptly satisfy any judgment adverse to CPRD or to CPRD and

Consultant, jointly, and reimburse CPRD for any loss, cost, damage or expense, including attorney fees, suffered or incurred by CPRD.



12.2 Before commencing the work, the Consultant shall procure and thereafter during the course of construction continue to carry the following insurance at Consultant's cost:

12.2.1 Commercial liability insurance covering Bodily Injury and Property Damage with a responsible company with limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. Automobile Liability limits of \$1,000,000 per occurrence combined Bodily Injury and Property Damage for owned and non-owned exposures. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities on CPRD's premises. Certificates evidencing such insurance and bearing endorsement requiring thirty (30) days written notice prior to any change or cancellation shall be furnished to CPRD prior to commencement of the work. All such policies shall name CPRD as an additional insured party.

12.2.2 Workers' Compensation from the Oregon State Accident Insurance Fund Corporation or from a responsible private carrier covering all of Consultant's employees. Private insurance shall provide the schedule of employee benefits required by law and shall provide employer's liability coverage with limits of at least \$500,000 for injury to one person and \$500,000 for injury to two or more persons in one occurrence. Consultant shall supply CPRD with satisfactory evidence of public coverage or with certificates of private coverage in the same form as required above for Consultant's general liability insurance.

12.2.3 Unless waived by CPRD, Consultant shall provide CPRD with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage and arising out of or resulting from Consultant's negligent acts, omissions, activities or services, in an amount not less than \$2,000,000 combined single limit per claim. Such insurance shall be endorsed to include contractual liability.

12.2.4 The coverage provided by liability insurance required of Consultant under this contract shall be primary, and any other insurance carried by CPRD shall be excess.

### **ARTICLE 13 PROFESSIONAL CONSULTING SERVICES**

13.1 BASIC SERVICES: The Consultant is to complete the professional consulting services as defined in Exhibit "A." AND Exhibit "B."

13.2 The standard of care for all services performed or furnished by Consultant under this Agreement will be the best care and skill used by members of Consultant's profession practicing under similar circumstances in Portland metropolitan area.

13.3 The consultant is responsible for the technical accuracy of its services and the documents resulting there from and CPRD is not responsible for discovering deficiencies therein. Consultant will correct all such deficiencies without additional compensation unless the deficiency is directly attributable to a deficiency in CPRD-furnished information.

**ARTICLE 14  
MISCELLANEOUS**

- 14.1 Fees to be paid do not include out-of-pocket expenses necessarily incurred by Consultant to carry out the terms of this Agreement. Said expenses shall be reimbursed monthly to Consultant.
- 14.2 No subcontractors shall be used upon said job without the written consent of CPRD.
- 14.3 Consultant agrees to comply with all terms and conditions required by ORS Chapter 279C as they may apply to consulting contracts for public construction.
- 14.4 This Agreement is governed by Oregon law without respect to its conflicts of laws principles.
- 14.5 The Consultant is engaged hereby as an independent Consultant and will be so deemed for purposes of the following:
  - 14.5.1 The Consultant will be solely responsible for payment of any Federal or State taxes required as a result of this Agreement.
  - 14.5.2 This Agreement is not intended to entitle the Consultant to any benefits generally granted to CPRD employees. Without limitation but by way of illustration, the benefits which are not intended to be extended by this Agreement to the Consultant are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Consultant is presently a member of the Public Employees Retirement System).
  - 14.5.3 The Consultant is a sole proprietor, a partner or other entity and is an insured employer for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this Agreement. If the Consultant has the assistance of other persons in the performance of this Agreement, the Consultant shall qualify and remain qualified for the term of this Agreement as an insured employer under ORS 656.017 and ORS 656.407.
  - 14.5.4 The Consultant, if an individual, certifies that he or she is not a CPRD employee. As an independent Consultant, Consultant is not entitled to indemnification by CPRD or the provision of a defense by CPRD under the terms of ORS 30.285. This acknowledgement by Consultant does not affect its independent ability (or the ability of its insurer) to assert the monetary limitations found at ORS 30.270, the immunities listed at ORS 30.265, or other limitations affecting the assertion of any claim under the terms of the Oregon Tort Claims Act (ORS 30.260 to ORS 30.300).

**ARTICLE 15  
EXTENT OF AGREEMENT**

15.1 This document represents the entire and integrated agreement between CPRD and the Consultant and supersedes all prior negotiations, representations or agreement, either written or oral. This Agreement may be amended only by written instruments signed by both CPRD and the Consultant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year on Page 1 of this Agreement.

Party receiving services:  
**Chehalem Park and Recreation District**

By: Don Clements Date: 5-11-23  
Don Clements  
District Superintendent

Party providing services:  
NV5

**Name of Consulting Firm**

By: Tobin Guthrie Date: May 10, 2023  
Tobin Guthrie  
Operations Manager and PIC

# Exhibit "A,"

PROPOSAL FOR:

## MASTER PLAN FOR BOB AND CRYSTAL RILEE PARK PROFESSIONAL DESIGN SERVICES

April 19, 2023

PREPARED FOR:

CHEHALEM PARK & RECREATION DISTRICT



9450 SW COMMERCE CIRCLE, SUITE 300  
WILSONVILLE, OR 97070  
PHONE: 503.968.8787

N|V|5

# Exhibit "A,"

NV5

## 1. COVER LETTER

April 19, 2023

Casey Creighton | Assistant Superintendent  
Chehalem Park & Recreation District  
125 S. Elliott Road  
Newberg, Oregon 97132

**RE: Master Plan for Bob and Crystal Rilee Park Professional Design Services**

Dear Casey and Members of the Evaluation Committee:

Chehalem Park & Recreation District (District or CPRD) has advertised for professional design services for the Bob and Crystal Rilee Park Master Plan. Once completed, this Master Plan will provide a vision of what the park will become in the future, and clear guidance and direction for future improvements for the District and the park's existing and future users. We anticipate a vision for the park that will minimize potential conflicts between different user groups, and provide a strategy for how their interests coexist. The public will be included in the process of developing the master plan, which will help to provide the community with a sense of pride and ownership of the plan. Furthermore, a master plan that includes a phased implementation plan, operational plan, and cost estimate will provide the District with a road map for how to budget for and develop the park over time.

CPRD entrusted our (WHPacific) team to complete the Environmental Assessment and Site Analysis of the property in 2016, and as such we are familiar with the project site and the District's desires for this project. Our landscape architects also visited the site in late January to verify the park has not undergone any substantial improvements since 2016. With the exception of a few new trails (which you are currently mapping with GPS), the work done for our assessment and site analysis remain current and relevant. The Environmental Assessment and Site Analysis document, along with the 2019 Park Advisory Committee Plan Recommendations document, will be the foundation of our planning work and guidepost for how we proceed.

The NV5 team we have assembled for this opportunity is uniquely qualified to fulfill all the terms of this RFP given our years of prior experience working with CPRD and familiarity with Rilee Park. In addition to our previous work on Rilee Park, our landscape architects have provided planning and design services for Ewing Young Park, Friends Park, and the Chehalem Aquatic and Fitness Center. Further, our project team has acquired years of experience working with other agencies on park master plans of a similar size and scope. One analogous project we will be working on this summer is Milo McIver State Park near Estacada, OR. This park currently provides miles of equestrian, mountain biking, and hiking trails in similar natural settings. Lessons learned from that project could inform our work on this Master Plan. To diversify our professional services on this project, we have added Scott Edwards Architecture (SEA) in an advisory role for architectural design. JLA Public Involvement (JLA) is available to lead community engagement, as an optional service. We recently teamed with SEA on the CPRD Chehalem Aquatic & Fitness Center, and with JLA on Recuerdo Park in Aloha, OR.

Thank you for considering our proposal. As Project Manager, Jon Champlin will be the primary contact person for any questions regarding this proposal and during our performance of the contract. As Oregon Operations Manager, Daniel Boultinghouse is authorized to negotiate and contractually bind NV5 for this project. This proposal is valid for a minimum of 90 days following submittal. NV5 has not received any addenda to the RFP.

Sincerely,

NV5



Jon Champlin, RLA, ASLA  
Project Manager and Landscape Architect



Daniel Boultinghouse, PE  
Operations Manager and PIC



## 2. BASIC QUALIFICATIONS

## FIRM INTRODUCTION



NV5, formerly WHPacific and GeoDesign, is a multi-discipline professional services firm with staff practicing in offices throughout the US and worldwide. Our Wilsonville-based office is comprised of landscape architects; civil, structural, and geotechnical engineers; land surveyors; water resource specialists; and natural and cultural resource specialists. Since the early 1980's and 90's, our Portland offices have built long-lasting relationships with a diverse mix of public agencies. When WHPacific and GeoDesign were acquired and merged by NV5 in 2019 we each gained access to a broader spectrum of professional services. This new arrangement has allowed us to deliver with greater efficiencies, and to expand our service bases beyond previous limitations.

## A Leader in Park Master Planning

NV5's full-service approach enables us to orchestrate and synchronize a myriad of different design elements while simultaneously ensuring our designs are appropriately integrated and responsive to input received from the client, agencies, community, and stakeholders. Given our extensive experience in resource assessment, site analysis, and park and recreation master planning and design, we represent an innovative and creative solutions-based team. We are skilled at addressing functional and programmatic challenges such as accessibility requirements, sensitive environmental conditions, complex land use and regulatory permitting processes, cost-conscious maintenance requirements, and exacting aesthetic standards, producing resilient and aesthetically pleasing designs based upon open and collaborative processes.

NV5's multi-discipline office promotes a holistic approach to producing creative and innovative design solutions with the use of a well-defined but flexible project delivery process, open office workspaces, and staff dedication to excellence on every project that we touch. Every internal and external team member has a voice in the design process. This culture of collaboration and teamwork ensures we receive, scrutinize, and test in real time any new input and information received, across disciplines, in organized and thoughtful ways. All-the-while remaining true to the project programming, owner/community expectations, and established project goals.



## OUR TRUSTED SUBCONSULTANTS



Scott  
Edwards  
Architecture

Scott Edwards Architecture is a collaborative, people-first architecture firm. Our design approach puts the vision, goals, and needs of the people we design for at the heart of our creative process. We begin each project with fresh eyes, check our ego at the door, and above all, we listen.

Headquartered in Portland, OR, our award-winning design firm is licensed to practice architecture in Oregon and 31 other states. Scott Edwards Architecture is led by seven partners and has been providing architecture, interior design, and planning services throughout the Northwest on a wide range of project types since our founding in 1998. We pride ourselves in being able to draw from our civic, healthcare, education, commercial, hospitality, community, multi-family, and planning experience to add a thoughtful, well-rounded perspective to each project.

SEA has been working in the City of Newberg for over 17 years, starting with early planning and visioning for the Chehalem Cultural Center and currently on Virginia Garcia's Newberg Wellness Center. That project has expanded to several additional phases over the years, including our most recent project of the new theater, currently in progress. Another recent and successfully completed project was the Chehalem Aquatic & Fitness Center, which won the 2019 Oregon Recreation & Parks Association Design & Construction Award. We have also worked on the Habitat for Humanity ReStore and Oakgrove Apartments in the area. We are honored to have become a part of the community and look forward to continuing our work in any way that we can.



Public Involvement

JLA provides community engagement, facilitation and strategic communications services exclusively for public agencies. We support collaborative process, transparent decision-making, and public-friendly information campaigns. JLA has

a reputation for helping navigate complex, and sometimes contentious, issues that result in successful outcomes and positive participant experiences.

JLA has worked on many parks master plans over the years, including rural and regional parks such as the Barton Park Master Plan in Clackamas County and the 78th Street / WSU Property Concept and Master Planning in Clark County. We have also worked on planning that included trail development, such as the Portland Off-Road Cycling Master Plan and the Powell Butte Reservoir and Trails Plan.

JLA is an Oregon-certified DBE/WBE #736.

## 2. BASIC QUALIFICATIONS

### NV5 PROJECT MANAGEMENT TOOLS

#### Project Execution

The NV5 project management process begins with a clearly defined work scope and performance schedule. The scope and schedule codified during the contract negotiations are then communicated to the team through a Project Execution Plan (PEP). The PEP outlines the specific work scope, project deliverables and deliverable schedule, and detailed budget that identifies the project scope down to the granular task and employee levels.

Our project manager, Jon Champlin, will be responsible for meeting the negotiated schedule, fulfilling deliverables, and overseeing all contractual responsibilities. Jon will be the primary point-of-contact throughout contracting, project administration, design, and construction. He will endeavor to maintain a very high level of accessibility to everyone involved on the project throughout its life.

#### Staffing

The Wilsonville NV5 office strives for staff continuity on every project, from beginning to end. That is our baseline goal regardless of scope, schedule, or budget. When competing project deadlines conflict, as occasionally happens, our Operations Manager, project managers, and team leads meet bi-weekly to resolve schedules, staff needs, and project demands while eliminating or minimizing project delays to the extents possible.

#### Communication

Our success is the result of a commitment to clear and regular communications with our client, our staff, and project stakeholders. Our team recognizes the importance of effective communications, and we are diligent about keeping our clients, agency partners, and stakeholders informed and involved throughout every project entrusted to us.

#### Project Schedule Management

Schedule control is the responsibility of our Project Manager. Jon will track work progress against schedule dependencies and milestone dates through regular meetings with CPRD, our project team, and any sub-consultants. If necessary, Jon will bring additional resources to the team to maintain schedules and avoid delays.

#### Project Cost Management

Project costs and budgets are monitored using "real-time" reports of timecard entries through Deltek Vision, Estimated Cost-to-Complete reports (monthly), Staff Utilization reports (weekly), and CADD Project Production reports (weekly). Collectively these reports were developed and customized by NV5 to enable monitoring and oversight by Project Managers.

#### Quality Assurance

Our QA/QC lead will be Mike Smyth. He brings 35 years of experience as a Project Manager to a broad array of parks and recreation projects. Daniel Boultinghouse, PE, Principal-in-Charge will assist and support Mike if or when needed.

**Product Quality:** NV5 follows a well-established quality control protocol. It demands accountability at all levels of the project delivery process. While the Project Manager is ultimately responsible for the project team output, every member of the team is responsible and accountable for always delivering quality effort.



THPRD Recuerdo Park • Concept Design

**Senior Professional Involvement:** Senior-level engagement, especially during early project stages, provides the validation and perspective so important to quality project delivery. Occasionally, decisions are made in the formative stages that later affects project performance in unintended ways. Senior involvement early in the process reduces the risk of project re-work at later stages when changes can be costly.

**Peer Review:** Our QA philosophy centers on the idea that every project undergoes review by qualified and competent peer staff, who are detached from the project delivery team. This validates the project delivery process and always strengthens outputs.

**Formal Quality Review:** Our Formal Quality Review provides a formal construct and protocol for the most significant submittals, typically at both the PS&E and Signed Plan submittals. Senior practitioners not otherwise involved with a project perform these reviews and provide the invaluable input.



# Exhibit "A,"

NV5

## 2. BASIC QUALIFICATIONS

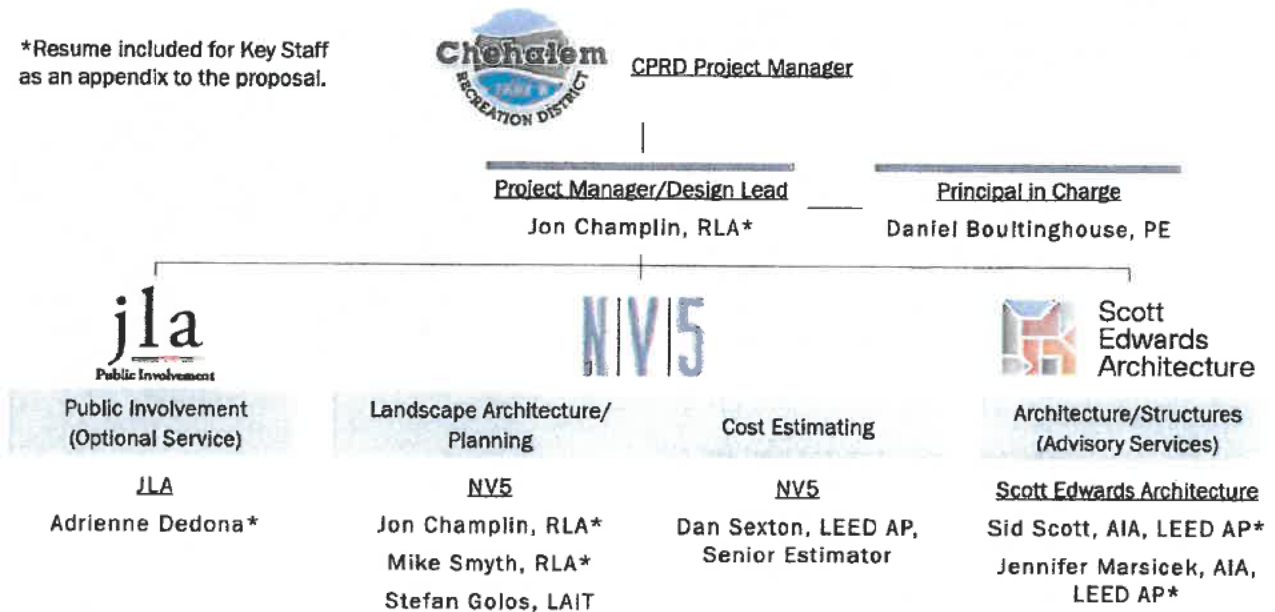
### PROPOSED TEAM STRUCTURE

We have assembled a team of highly qualified landscape architects, architects, and public involvement specialists, for the Bob and Crystal Rilee Park Master Plan project. Each member was selected for their expertise, knowledge and teamwork. We have organized the team structure in a way that ensures an efficient, effective project delivery for the District. Jon Champlin will be your project manager and point of contact from project inception to final completion. He is currently managing a CPRD project, and understands how to effectively meet the needs of the District throughout the public involvement phase and design process.

We do not yet know the level of effort needed or desired by CPRD for architectural design or studies, or how extensive the public involvement process should be. Scott Edwards Architecture will act in an advisory role for architectural design, since detailed architectural design is not anticipated. JLA Public Involvement is available for this project on an as-needed basis. During contracting, we can adjust our approach as needed to meet CPRD's goals and budget for Rilee Park. All members of our team are dedicated to providing the District with capable professional service at what ever level is deemed necessary. A resume for each key person's role, responsibilities, expertise, and relevant experience can be found in the proposal appendix.

### PROJECT ORGANIZATION CHART:

\*Resume included for Key Staff as an appendix to the proposal.





# Exhibit "A,"

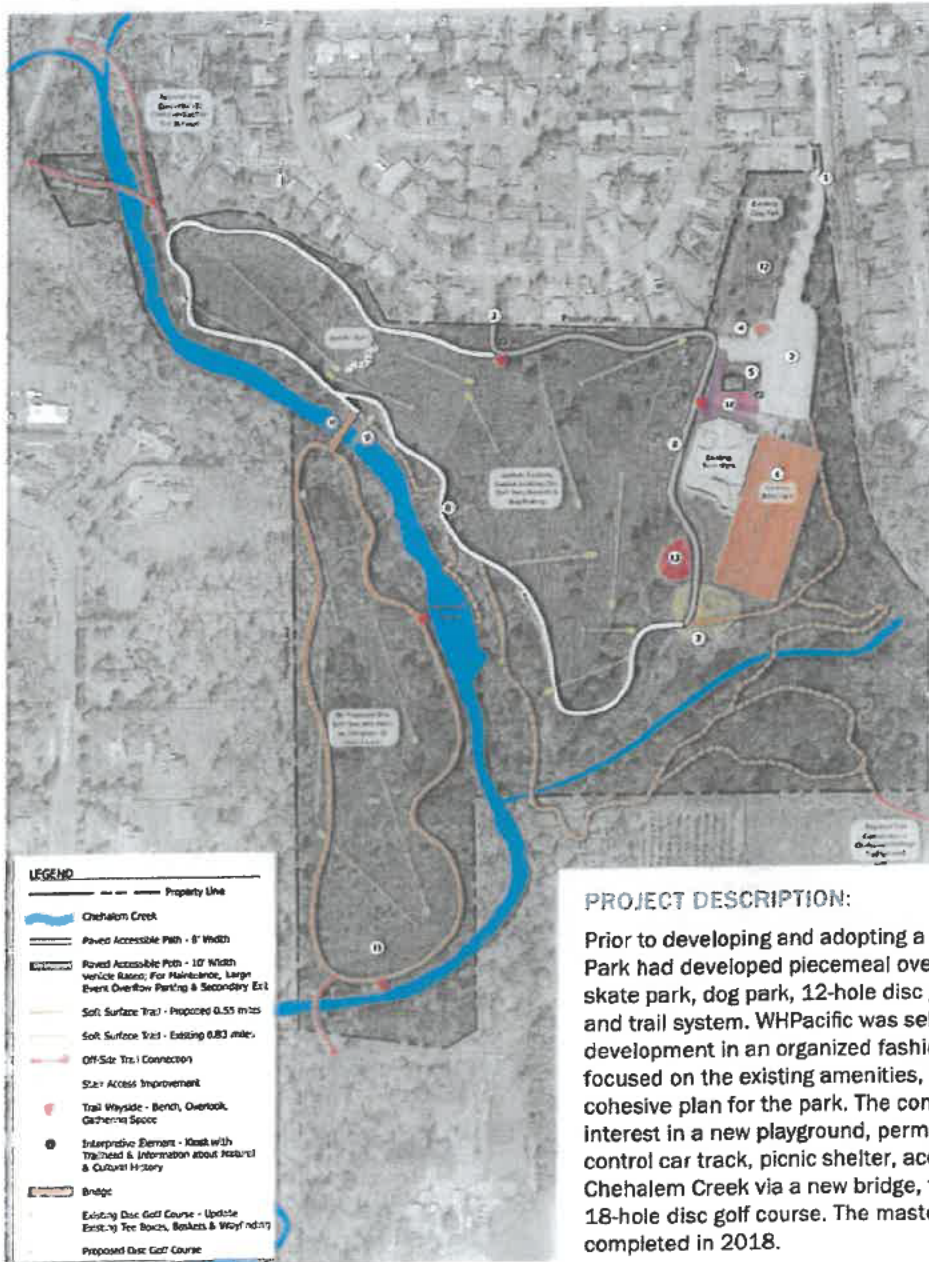
NV5

## 3. PERFORMANCE HISTORY

On the following pages you will find three projects and client references for projects completed by either NV5 or SEA that directly relate to the Bob and Crystal Rilee Park Master Plan project. The Portland office of NV5 has been in operation for nearly 40 years, and our team has completed many park and recreation projects in Oregon in that time. Details of other comparable projects, including projects in which NV5 teamed with SEA or JLA, can be found immediately following our three reference projects.

### EWING YOUNG PARK MASTER PLAN CHEHALEM PARK & RECREATION DISTRICT | NEWBERG, OR

COMPLETED BY: NV5



#### HOW THIS PROJECT RELATES TO RILEE PARK:

- Public Involvement Process
- Client Visioning Sessions
- Nature Park with Variety of Uses
- Internal Trail Network
- Site Assessment and Analysis
- Environmental Assessment and Report
- Conceptual Master Plan
- Final Master Plan

#### CLIENT CONTACT:

Don Clements  
p: (503) 537-4165  
e: dclements@cprdnewberg.org

ORIGINAL CONTRACT VALUE:  
\$24,875

#### PROJECT DESCRIPTION:

Prior to developing and adopting a park master plan, Ewing Young Park had developed piecemeal over the years, with a BMX track, skate park, dog park, 12-hole disc golf course, picnic shelter, and trail system. WHPacific was selected to master plan future development in an organized fashion. The master plan process focused on the existing amenities, and then envisioned a future cohesive plan for the park. The community of Newberg expressed interest in a new playground, permanent restroom facility, remote control car track, picnic shelter, access to a pedestrian crossing Chehalis Creek via a new bridge, trail system expansion, and a full 18-hole disc golf course. The master plan for Ewing Young Park was completed in 2018.

# Exhibit "A,"

NIV5

## 3. PERFORMANCE HISTORY

### SANDER ESTATE PARK MASTER PLAN CHEHALEM PARK & RECREATION DISTRICT | DUNDEE, OR

COMPLETED BY:  
**Scott  
Edwards  
Architecture**

The Sander Family has farmed in the City of Dundee for generations. As a lasting gift to the community, Jan Sander donated her homestead to the Chehalis Park & Recreation District in 2017 for use as a park. Multiple neighborhood meetings and hours of design work have created this design which provides the amenities most strongly desired by the community in a park that reflects the unique setting of Dundee and honors the local history of farmers like and in specific, the Sander family.

The 6.7-acre property will be used to increase opportunities for both outdoor/indoor flexible-use facilities year-round. The existing barn will host gatherings and community events. The house will be a flexible space for a lending library or club meetings. To compliment the existing buildings, a new reception hall will provide larger flexible meeting space with additional amenities. The three buildings encircle a hardscaped public plaza which will be the epicenter of outdoor group events and the start of multiple pathways leading out into the park. These pathways link park amenities such as benches and exercise par course stations, a covered picnic shelter, and an inclusive nature playground. Also onsite are restrooms and maintenance facilities with a covered observation deck, and proposed water feature.

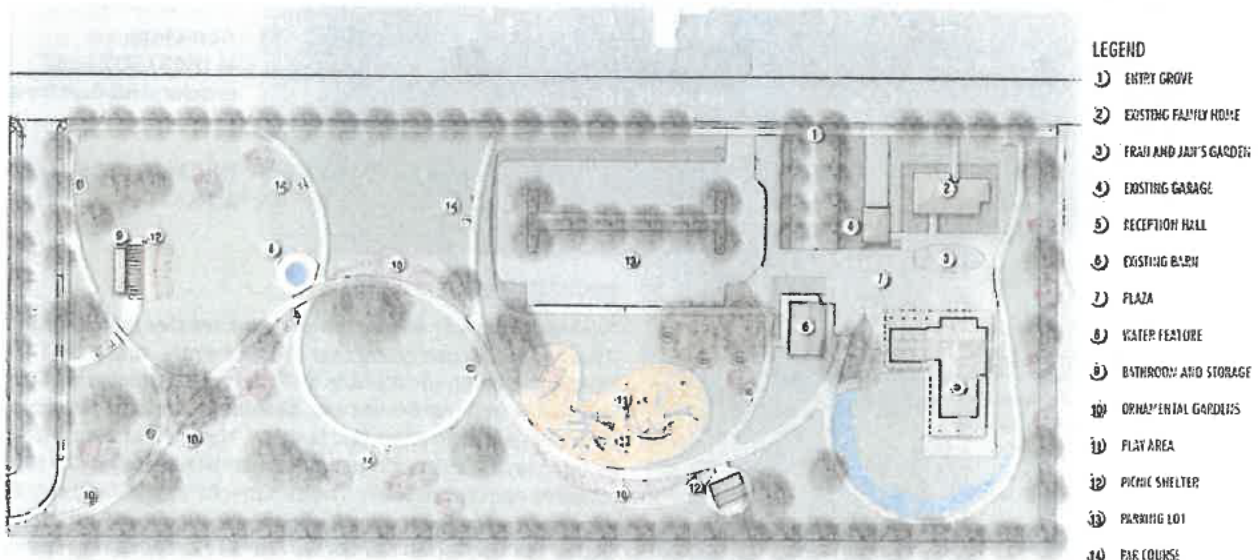
#### HOW THIS PROJECT RELATES TO RILEE PARK:

- Programming Developed by Public Involvement
- Historical Farm Converted to Park
- Vehicular Parking
- Internal Trails Network
- Event Space Planning
- Repurposing of Existing Structures

#### CLIENT CONTACT:

Don Clements  
p: (503) 537-4165  
e: dclements@cprdnwberg.org

ORIGINAL CONTRACT VALUE:  
\$63,680



#### LEGEND

- 1) ENTRY GROVE
- 2) EXISTING FAMILY HOME
- 3) FRANK AND JAN'S GARDEN
- 4) EXISTING GARAGE
- 5) RECEPTION HALL
- 6) EXISTING BARN
- 7) PLAZA
- 8) WATER FEATURE
- 9) BATHROOM AND STORAGE
- 10) ORNAMENTAL GARDENS
- 11) PLAY AREA
- 12) PICNIC SHELTER
- 13) PARKING LOT
- 14) PAR COURSE





# Exhibit "A,"

NV15

## 3. PERFORMANCE HISTORY

### WIRE MOUNTAIN PARK MASTER PLAN

USMC BASE HOUSING | CAMP PENDLETON SOUTH CA

COMPLETED BY:

NV15

Wire Mountain Park is an existing park located near the residential neighborhoods of Wire Mountain and South Mesa, on Marine Corps Base Camp Pendleton, CA. After realizing the existing park amenities underserve the community, the base housing Operator, Moss & Associates, contracted with WHPacific to prepare alternative concept designs that will update and upgrade the entire park. WHPacific' Landscape Architects developed three alternative master plans, all of which received thoughtful consideration. Ultimately Moss & Associates decided the "Centralized Athletic Use" option best met their programmatic needs. The preferred concept consolidated the baseball field amenities along a central plaza with bleachers, shade trees and concessions building. Other new amenities include playgrounds, ziplines, shade structure, paved trails, new xeric and drought-tolerant landscaping, and parking. The Operator expects to implement the concept master plan over the next several funding cycles. This master plan was completed in 2020.

#### HOW THIS PROJECT RELATES TO RILEE PARK:

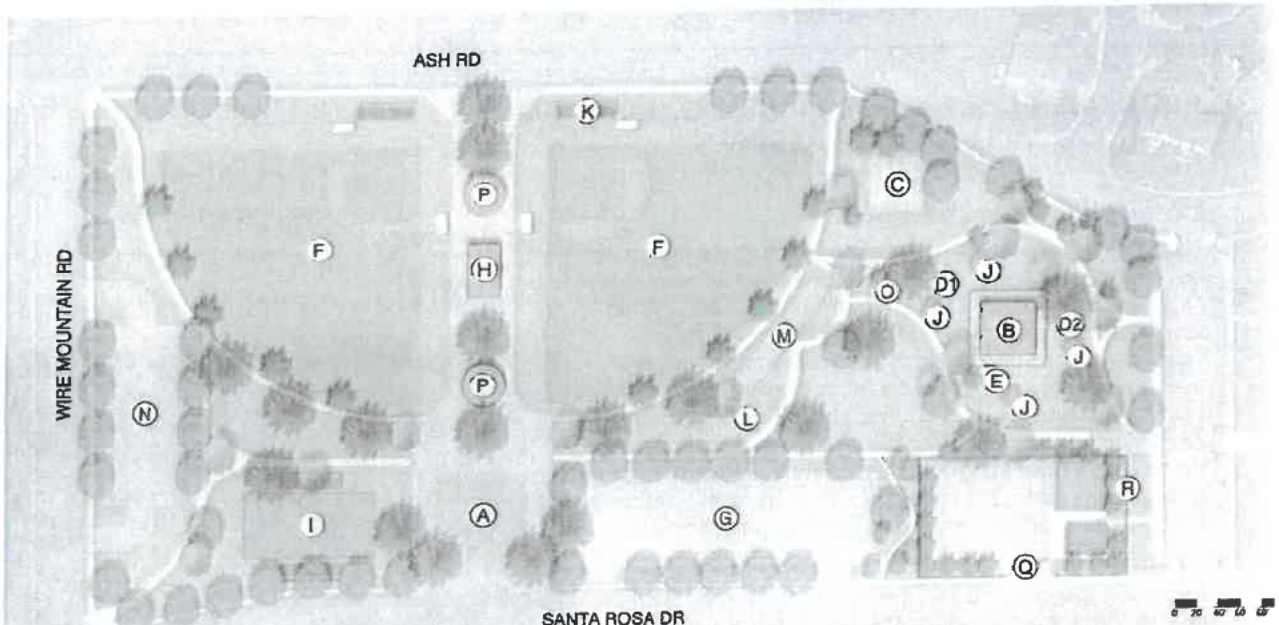
- Master Plan for an Existing Park
- Variety of Active and Passive Uses
- Internal Trail Network
- Cost Estimates
- Conceptual Master Plan Alternatives
- Final Master Plan

#### CLIENT CONTACT:

Scott Belknap, Moss and Associates  
p: (760) 575-8996  
e: sbelknap@mosscom.com

#### ORIGINAL CONTRACT VALUE:

\$20,675



#### LEGEND

- A. ATHLETIC ZONE
- B. SHADED STRUCTURE WITH CONCRETE SLAB (SITE BUILT)
- C. PARENTS YOGA AREA WITH STROLLER PARKING
- D1. TOT LOT PLAYGROUND (6-12 YEARS OLD)
- D2. TOT LOT PLAYGROUND (6-12 YEARS OLD)
- E. JUNIOR TOT LOT PLAYGROUND (2.5 YEARS OLD)
- F. BASEBALL FIELD (235' FROM HOME PLATE TO FOUL POST)
- G. PARKING STALLS 10'x20' TYP.
- H. CONCESSIONS, BATHROOMS & STORAGE SHED
- I. MULTISPORT FIELD

- J. SHADE STRUCTURE (SITE BUILT)
- K. ALUMINUM BLEACHERS, TYP.
- L. GRASS HILLSIDE/MOUND WITH CONCRETE SLIDE
- M. DOUBLE ZIPLINE
- N. BASEBALL PARKING (34 STALLS)
- O. MEANDERING CONCRETE TRAIL WITH LANDSCAPING
- P. LARGE SHADE STRUCTURE (SITE BUILT)
- Q. GATE TO UTILITY PARKING LOT
- R. FENCE FOR UTILITY BUILDING AND PARKING



# Exhibit "A,"

NV5

## 3. PERFORMANCE HISTORY

### BOB AND CRYSTAL RILEE PARK ENVIRONMENTAL ASSESSMENT AND SITE ANALYSIS

CHEHALEM PARK & RECREATION DISTRICT | YAMHILL COUNTY, OR

COMPLETED BY:

NV5

#### RELEVANT SERVICES

Environmental Assessment

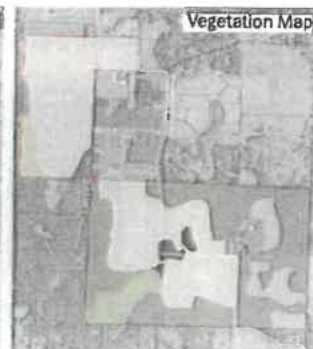
Existing Conditions Mapping

Site Analysis

Opportunities and Special Places Assessment

PROJECT DATE: 2016

Soon after CPRD acquired the property previously known as the Parrett Mountain Farm, WHPacific was hired to prepare an environmental assessment, site analysis, and opportunities and special attributes report of the property. The report aided the District in a land use application for a conditional use permit to allow park use on the Exclusive Farm (EF) zoned property, and will serve as the baseline of information to guide the master planning and operation of the park moving forward. The property exhibits an unspoiled, natural aesthetic and unique historical significance of early Euro-American settlers of the region, Samuel and Maria Everest Parrett, who arrived in Oregon Territory in 1853.



### HISTORIC COLUMBIA RIVER HIGHWAY (HCRH) STATE TRAIL, MITCHELL POINT CROSSING

FEDERAL HIGHWAY ADMINISTRATION | HOOD RIVER, OR

PROJECT DATES: 2018 - 2024 (PROJECTED)

The HCRH was the first transportation facility in the U.S. to be designated as an historic highway. It is a National Scenic Byway, All American Road, Legacy Millennium Trail, National Historic Landmark, and part of the Oregon Scenic Byway Program. Development and restoration of trails, roadways, parks, and interpretive sites and signs is part of an ongoing effort by NV5 for ODOT to educate the general public about the HCRH and restore disconnected remnants of the Scenic Highway. Located within the Columbia River Gorge National Scenic Area, the HCRH passes through state parks, passes by a variety of waterfalls, features numerous spectacular vistas, park facilities, and distinctive interpretive signage.

NV5 was engaged in this bike/pedestrian trail project from the original concept design, aiding the team in the design of the trailhead, pedestrian overlooks and viewpoints, and the tunnel portals. Our landscape architecture studio worked with the civil and tunnel engineers to develop 3D models (shown) for stakeholder review. Aesthetics, safety, and functionality played a major role in stakeholders' review. Construction of the project began in 2021, with completion scheduled for 2024.

COMPLETED BY:

NV5

#### RELEVANT SERVICES

Public Involvement Process

Low Impact Design

Trail and Trailhead Design

Native Restoration Improvements





# Exhibit "A,"

NV5

## 3. PERFORMANCE HISTORY

### DIRKSEN NATURE PARK

TIGARD PARKS AND RECREATION DEPARTMENT | TIGARD, OR

PROJECT DATES: 2013 - 2017

This park design project includes an interpretive shelter, soft surface and paved trails, fitness course, a natural play area for children, community gardens, and restrooms, as well as reorientation of the existing ballfield with a soccer field overlay, and new restoration plantings. Improvements for an existing environmental education building with two classrooms, parking, and adjacent landscaping. Street improvements were made to Tigard Street along with a new parking lot to access the park are also part of the project which began construction in the fall/winter of 2013, with completion in 2017. The project included multi-agency coordination with nine different entities. NV5 held the lead role in coordination with each agency.

COMPLETED BY:

NV5

#### RELEVANT SERVICES

Park Master Planning

Environmental Permitting and Natural Resource Management

Land Use Planning

Variety of Active and Passive Uses



### DETROIT VISITORS PORTAL, DAY-USE, AND BIKEWAY ENHANCEMENTS

WESTERN FEDERAL LANDS HIGHWAY DIVISION | MARION COUNTY, OR

Located at the intersection of the West Cascades National Scenic Byway and Cascading Rivers Scenic Bikeway, the Western Federal Land Highway Division funded a new Visitor Portal Park In Detroit, improvements to an existing USFS Day-Use Area with frontage on the Detroit reservoir, and a new multi-use path connecting the two sites. Funded by the Federal Lands Access Program (FLAP) which promotes non-motorized access onto federal lands, the park amenities included a restroom building, bike parking and maintenance station, an informational kiosk, picnic tables, a circuit of exercise stations, a nature play playground, interpretive signage, and bioswales for stormwater treatment. The bikeway trail was a combination of new widened roadside edges and new soft-surface path routed through a forested riparian buffer adjacent to the Detroit reservoir. The Day-Use amenities included a restroom building, trails and walks, picnic tables, benches, and interpretive signs.

COMPLETED BY:

NV5

#### RELEVANT SERVICES

Park Master Planning

Prefabricated restroom

Trails through sensitive environmental habitat

Picnic areas

Exercise circuit

Interpretive signage and trailhead kiosks

PROJECT DATES: 2016 - 2018



# Exhibit "A,"

## 3. PERFORMANCE HISTORY

NV5

### RECUERDO PARK

TUALATIN HILLS PARK & RECREATION DISTRICT | ALOHA, OR

PROJECT DATES: 2017-2020

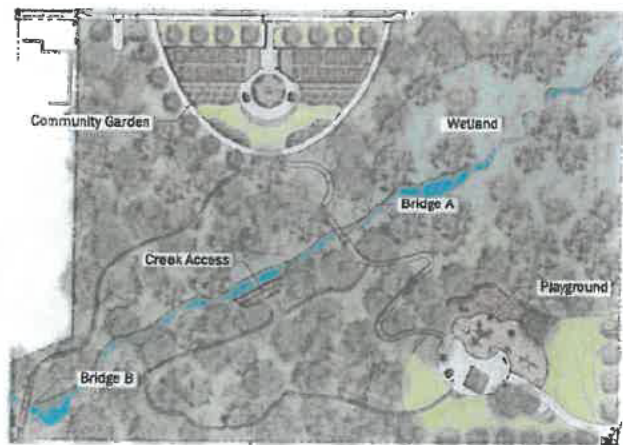
NV5 and JLA teamed on this 7.4-acre park, which went through an extensive public outreach campaign to ensure that the park best serves the needs of neighbors and other park users, while meeting the project goals and budget. Public outreach included community discussions with residents, an online survey, three design workshops, an online open house, and neighborhood meeting to review the master plan draft. While engaging with the public, it was discovered that the surrounding neighborhoods are located in a "food desert", meaning that a grocery store is not within close proximity. The final design includes an edible landscape of fruit trees, berries, and native edible plants that will provide a necessary commodity for local residents. The heavily wooded site, intersected by Steed Creek, also includes a wetland area with existing wildlife habitat that has been preserved. An internal trail system, that includes two bridges over the creek, provides access to park improvements such as an ADA accessible playground, nature play area, picnic shelter area, a creek access terrace made from natural materials, and the community garden with edible landscape. The project also includes a half-street improvement at SW Marty Lane and stormwater treatment facilities.

COMPLETED BY:

NV5 + jla

#### RELEVANT SERVICES

- Environmental Assessment
- Internal Trail Network
- Public Involvement
- Nature Play Areas
- Park Master Planning
- Interpretive Signage



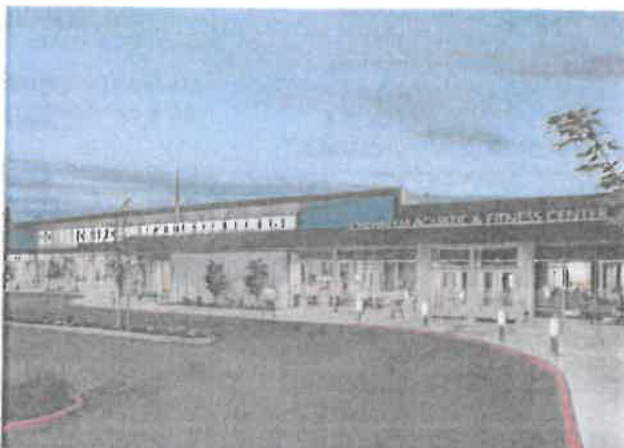
### CHEHALEM AQUATIC AND FITNESS CENTER

CHEHALEM PARKS & RECREATION DISTRICT | NEWBERG, OR

PROJECT DATES: 2015 - 2018

COMPLETED BY:

Scott Edwards Architecture + NV5



The Chehalem Aquatic and Fitness Center had been in use for over 50 years prior to an extensive renovation and addition for the facility. Through a robust community outreach process and operational research, the project team identified and achieved program goals like a gymnasium, fitness center, contemporary locker and changing rooms, space for competitive lap swimming and water polo, a dedicated area for swim lessons, recreational swim options for kids, and spectator seating. Alongside these needs, we also designed the building with special consideration for natural light, good air and water quality, and energy-efficient building systems. Site features include vehicle and bike parking, on-site stormwater treatment, a park and playground, and an outdoor basketball court. The result is a Center that is modern, rich in character and amenities, and designed to serve the Newberg community for decades to come. NV5 worked as a subconsultant to SEA on this project.

#### RELEVANT SERVICES

- Community Center Programming and Design
- Public Involvement
- Vehicular and Bike Parking
- Outdoor Recreational Improvements



## 4. UNDERSTANDING AND APPROACH

### Project Understanding

The project is to provide professional design services to develop a master plan for Bob and Crystal Rilee Park (Rilee Park). This 327-acre park is located in rural Yamhill County near the summit of Parrett Mountain. Chehalem Park & Recreation District acquired the property in 2013. The existing park's features include the original farmhouse with its surrounding farm outbuildings, a second residence that was the former Parrett Mountain School, four agricultural fields, and a network of hiking and equestrian trails.

The environmental study and site analysis, which our firm completed in 2016, will serve as a basis of planning and design during the master planning exercise. The Plan Recommendations for the Bob and Crystal Rilee Park document, prepared by the Park Advisory Committee in 2019, will be a valuable resource for developing park programming, layout alternatives, and ultimately the project master plan. CPRD would like to carry on the tradition of equestrian use of the park's trails and make trail improvements for hiking and mountain biking to capture the scenic and natural qualities of the property. Equestrian users, mountain biking groups/organizations, and pedestrian trail users are all important stakeholders for this project, and should be integral during the public involvement phase. Formalizing trail use and improvements specific to these different user groups will be an important aspect of the master plan.



Given our past experience working on the Rilee Park Environmental Assessment and Site Analysis, we are very familiar with this site and with CPRD's goals for establishing a master plan. We recently visited the site for a self-guided tour to experience anew the Park's beauty and scenic opportunities. While at the property, we observed the majority of the information shown in the environmental assessment remains valid and relevant today. We also understand that a CPRD intern has mapped some new trail segments on site via GPS. This will be helpful as we update our property base maps.

A review of the current Yamhill County GIS Map shows that the land use base zone (EF-40) for the property is unchanged since 2016. The majority of surrounding properties are actively farmed for agriculture purposes, including grape vineyards, livestock grazing, and seasonal crops. There are also large estate residences in the vicinity, many of which are located along NE Parrett Mountain Rd. Outreach to these neighbors will be important during the public involvement phase of the master planning process.

### Project Approach

Producing a meaningful design solution for a highly visible project such as this requires a thoughtful, inclusive and collaborative process with all interested parties. Our process will be further enhanced when we optimize our history and familiarity with the project, relevant experience, and our multidisciplinary expertise. Our approach to the public involvement, master planning, and conceptual design of this project begins with establishing and then maintaining open and honest communications with CPRD from contract negotiations to final project closeout. All other services in the pursuit of a successful outcome will evolve from this foundation. For the project to be successful, our approach will embrace the following:

- Support the mission to connect and enrich the community through the design of this master plan.
- Embrace the desire for recreational facilities and help CPRD utilize assets to heighten the quality of life in the community.
- Expand CPRD's presence and enhance its identity within the community.
- Respect the natural and historic constraints on the land and minimize any adverse impacts to those resources.
- Establish public support of the master plan by including the public in the process and integrating the community's preferences into the design.
- Produce a master plan that meets the District's budget and schedule.

### Task 1: Pre Design and Public Engagement

#### Base Mapping

NV5 will review and update the existing base maps we prepared in 2016 for the environmental assessment and site analysis, and adopt them once each has been reviewed by the District. We will incorporate updates to the trail system, based on GIS data provided by CPRD. If any other new GIS data or mapping of existing features is needed, our team will gather and produce this information. Base maps will include information at a GIS-level of detail, meaning a detailed topography or boundary survey will not be completed unless requested and accounted for in the scope. These updated base maps will be used as the starting point for the master planning effort, and will be available for presentation at any

# Exhibit "A,"

NV5

## 4. UNDERSTANDING AND APPROACH

of the public meetings, advisory committee meetings, or visioning sessions with CPRD. The existing base maps we currently have in editable format include:

- Park Context Map
- Park Boundary Map
- Waterways, Wetlands, and Drainage Pattern Map
- Soils and Topography Map
- Plant Communities Map
- Opportunities and Special Places Map
- Trail and Access Map
- Century Farm and Gardens Enlargement Plan

Some of these maps are presented on page 8 of the Performance History section of this proposal.

### Public Engagement (Base Service)

We will work collaboratively with CPRD during the early project stages to develop a public engagement and communications plan that will outline the project's purpose and goals, target audiences, key messaging and public involvement activities, and roles for implementation. Our initial approach is to utilize CPRD staff who are skilled at public outreach and familiar with the public involvement process. CPRD will organize, host, and notify the public (via the CPRD website and/or mailers) of one public open house, while NV5 will provide graphics, an agenda for the meeting, and present the project to the public during the event.

The goals of the open house include:

- Get community involved in the process, including helping to shape the engagement for the variety of stakeholders.
- Create welcoming engagement activities that inspire and make people feel safe and heard.
- Be open to change based on desires and issues shared by the community - providing meaningful ways for stakeholders to influence the plans.



Design Charette Meeting

We will share the environmental assessment, site analysis, and opportunities and constraints diagrams that have already been developed for the park, and solicit feedback from the community about their vision and preferences for the park amenities, services, and programs. We will lead this discussion while being open to the input received. Following the meeting, we will document primary themes, discussion topics, and preferences, and provide a report to CPRD, to help inform the design of master plan alternatives.

### Public Engagement Activities (Optional Services)

During the initial discovery stages of this project, we may find that a more robust public engagement process is needed. Beyond a traditional public meeting or open house, JLA Public Involvement is available to help integrate the following:

- Sounding board or broad advisory committee that provides high level input at each milestone, including on how we engage a diversity of stakeholders (neighbors, equestrian, mountain biking, hiking, agriculture/farm and others).
- Events on site that include:
  - » Guided site tours - by foot, bike, or even hayrides
  - » Family and child-centered, educational opportunities
  - » Demonstrations by stakeholders, i.e. mountain bike, farm, or horse "demonstrations"
- Online opportunities, surveys, interviews, or comment forms, that focus feedback and options.

Tailored engagement will encourage participation. Interactive events that create welcoming and relevant opportunities to participate can inspire and build support for the ultimate plan. For a unique regional site, experiencing it in person improves the quality of feedback for the planning team.

### Project Visioning Session with CPRD/Advisory Committee

An effective and efficient way to achieve planning and design consensus is through a project visioning session. We propose an in-person meeting with the District and advisory committee members selected by CPRD, to discuss the project programming, goals, existing conditions, and opportunities. Themes that emerge during this meeting will be weighted against public input to help identify, synthesize, and develop the preliminary master plan alternatives. The results of this meeting will build upon the 'Plan Recommendations for the Bob and Crystal Rilee Park' report developed by the Park Advisory Committee in 2019.

In addition, a site tour with the District and stakeholders would help to provide insights into the project history, scope, needs, purpose, goals and constraints. Programming, goals and opportunities discussed at the design visioning session will also be evaluated on site.

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## 4. UNDERSTANDING AND APPROACH

Focused programs to be considered could include:

### *Community Education Opportunities*

A wide variety of opportunities exist within the park for community education, including the Heritage Farm, a Visitor's Center, Folk School, Youth Farm, Equestrian Education Center, and Garden Area. Each of these opportunities will be evaluated during the public involvement phase and then prioritized and conceptually arranged on site. Each opportunity identified related to community education includes a specific set of program requirements from parking, new structures, repurposing existing structures, gardens, storage and shop needs. We will consider past recommendations, constraints, operations, access, security infrastructure, design and adjacencies and future needs.

### *Recreational Activities Planning*

Recreational opportunities abound within the 327-acre park. Equestrian use, mountain biking, hiking, picnicking, bird watching, and nature photography are but a few possibilities. The public involvement process will identify activity preferences and rank-order those that are compatible with the District planning objectives and the site. A list of preferred activities will be included in the final master plan report. Our process will include laying out and arranging each type of use on site in a logical and cohesive manner. Improvements that activate recreational day-use within the park will be given preference, unless otherwise directed.

### *Trails, Trailheads, and Signage*

The park presently offers an abundant network of trails. We believe these trails could be enhanced with better signage, surfacing, and more developed trailheads. Informational kiosks at each trailhead would likely help park users locate and orient themselves within the park and help them chart their route(s) throughout the park. Trail connections from the park to external regional trail systems would also improve regional connectivity and park access.

Current trail users include equestrians, mountain bikers, and pedestrian hikers. At times, these different user groups intersect and may possibly conflict with each other if two or more converge at a "bottle neck" location on the trail network. As such, we will explore ways to formalize the trail uses by the different user groups. This may include specific days of the week or hours of use, or specific areas of the park identified for different user groups. Formalizing trails in this way may prove to be a fluid and iterative process, requiring the development of an interchangeable trail signage design that can be adjusted to meet seasonal, daily, or even hourly demands.

### *Nature Play Area*

It seems that Rilee Park should be a family-friendly park that is appealing to local families with children who might want to

experience nature without traveling a great distance. A nature play area would be consistent with the natural park themes, other amenities, and identity of the park. Providing nature play would very likely encourage day-use by families. It could also be a focal point during family or community events, or other larger interest group gatherings held at the park, while encouraging exercise and exposure to nature.

### *Structures and Event Space Planning*

Hosting events such as weddings, reunions or similar events (farmer's markets, day camps, wine tasting, harvest festivals, etc.) was a recommendation of the BCRPAC and could be a source of revenue as well as jobs for the community. Events within the park are currently capped at an occupancy of 100 people due to the Conditional Use Permit with Yamhill County. Our planning effort will explore ways to work within this occupancy limit for events, while planning for potential future expansion as well. Existing facilities such as the farmhouse and catering kitchen off the main gravel lot could be initially utilized and combined with the future developments on the site such as the folk school and formal visitor center. Types of events, size and frequency will be evaluated based on the current park infrastructure, off-site impacts (noise, traffic, lights, etc.) and future site development.



View of Mt. Hood

## Task 2: Master Plan Alternatives

Once initial public engagement has been completed and documented, and a vision for the park master plan has been established, we will develop and provide up to three bubble diagrams depicting layout options, spatial relationships, circulation patterns, and focal points for each alternative. The bubble diagrams will be coordinated with the CPRD project manager for comment, and then be utilized as the basis to develop up to three preliminary master plan alternatives.

Design of the preliminary master plan alternatives will be focused on developing layouts for the park and trail

# Exhibit "A,"

NV5

## 4. UNDERSTANDING AND APPROACH

Improvements that are functional, cohesive, suited to user preferences, and limit impacts to the land and to neighbors. Our process will focus on finding design solutions that function properly for users' needs, have appropriate proximities of different uses, suit the District's maintenance abilities and resources, and meet any established project budgets. Program elements included in the park alternatives will be located and designed for usability, inclusivity, accessibility and safety, while staying true to CPRD's mission, the Park Advisory Committee Plan Recommendations from 2019, and identified project goals.

Once CPRD staff have provided review and comment, these alternatives will then be evaluated to determine a preferred master plan. The design will refine one of the (or a combination of multiple) preliminary master plan alternatives. A preliminary cost estimate will be provided for the preferred master plan.

### Task 3: Final Master Plan Report

After the preferred master plan has been presented and evaluated by District staff, and the CPRD Board, NV5 will gather all input received throughout the entirety of the project and finalize the park master plan design. This final design will be included in a compiled master plan report.

As part of the final report, we will develop guidelines for environmental habitat protection and restoration. These guidelines will define existing habitats present on site along

with a management plan for each one to eliminate noxious or invasive species and reestablish healthy plant communities. Other information included in the final report will include the environmental assessment, site analysis, and public involvement summary as background information. The master plan will also synthesize the list of improvements into a phased implementation plan, operational plan, and cost estimate. The final master plan and cost estimate will then be provided to CPRD for approval.

### Cost Estimating

In order for the District to develop realistic annual budgets it is essential to provide an accurate cost estimate for the build-out of the master plan. The master plan will be produced on a scalable AutoCAD drawing so quantities can be accurately measured. Areas of clearing and grading can be measured and excavation depths determined from our files that have the site topography mapped. Having this data already in hand should save the District time and money. Trail distances will be accurately measured to the nearest foot. Park improvement costs will be estimated for any new structures, pavilions, trailhead kiosks, utilities, playgrounds, recreational improvements, and other site improvements. Soft costs will be estimated, as needed, for things such as geotechnical evaluations, traffic analysis, permit fees, and engineering design services. A design and construction contingency factor and escalation clause will be added so cost projections will be valid for future budgeting.

### Project References

#### DON CLEMENTS

Chehalem Park & Recreation District  
Superintendent

Projects: Ewing Young Park MP, Sander Estate Park MP  
p: (503) 537-4165  
e: dclements@cpdnewberg.org

#### NICOLE PAULSEN

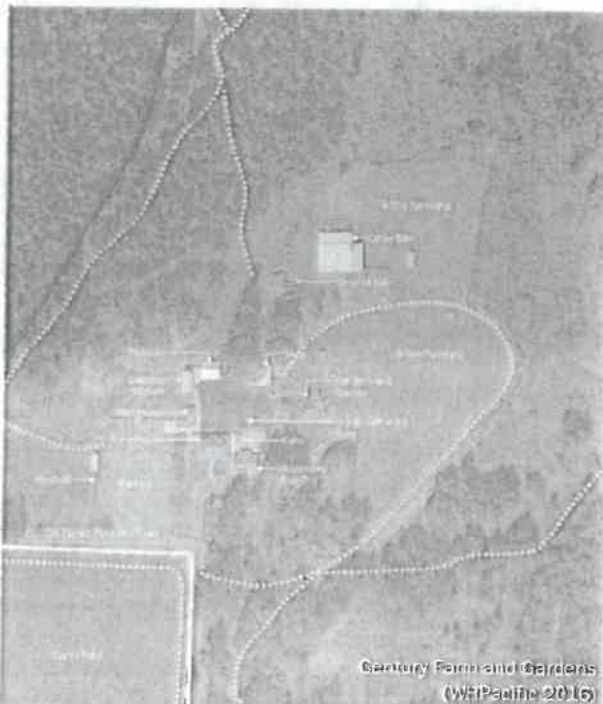
Tualatin Hills Park & Recreation District  
Park Planner

Project: Recuerdo Park  
p: (503) 614-4002  
e: n.paulsen@thprd.org

#### SCOTT BELKNAP

Moss and Associates

Project: Wire Mountain Park Master Plan  
p: (760) 575-8996  
e: sbelknap@mosscom.com





## 4. UNDERSTANDING AND APPROACH

### SCOPE OF WORK AND DELIVERABLES

(\*Deliverables are noted with an asterisk)

#### Task 1: Pre Design and Public Engagement

##### Base Mapping

- Update/Adopt Base Maps, including Soils and Topography, Waterways and Wetlands, Existing Structures and Trails, and Opportunities and Special Places \*

##### Public Engagement

- Public Open House: Present base maps and site analysis, and discuss future park improvement opportunities for feedback.
- Document public process and input in report - share with CPRD and community \*

##### Park Programming

- Project Visioning Session and Site Tours with CPRD/Advisory Committee
- Summarize programming themes from the public open house and visioning session into a program of park improvements. Circulate the program amongst District staff to gain a consensus and take final comments. \*

#### Task 2: Master Plan Alternatives

##### Programming Arrangement

- Develop up to three (3) bubble diagrams of site program layout alternatives, including: \*
  - » Community Education Opportunities
  - » Recreational Activities Planning
  - » Trails, Trailheads, and Signage
  - » Nature Play Area
  - » Structures and Event Space Planning
- Submit bubble diagrams to the District for review and comment \*

##### Preliminary Master Plan Alternatives

- Expand the bubble diagrams into up to three (3) preliminary master plan alternatives \*
- Design team meeting with the District to review preliminary master plan alternatives to determine a design(s) to advance

##### Preferred Master Plan

- Refine the design into one (1) preferred master plan \*
- Develop preliminary cost estimate for the preferred master plan \*

#### Task 3: Final Park Master Plan Report

- Design team meeting with District to review preferred master plan and cost estimate
- Present the preferred master plan and cost estimate to the CPRD Board
- Finalize Park Master Plan design based on feedback from District staff, and CPRD Board \*
- Finalize Cost Estimate \*
- Develop Guideline for Environmental Habitat Protection and Restoration \*
- Combine environmental assessment, site analysis, bubble diagrams, public involvement summary, preliminary master plan alternatives, final master plan, phased implementation plan, and final cost estimate into a Master Plan Report \*
- Provide Master Plan Report, maps, and graphics to CPRD in digital format \*

##### Assumptions

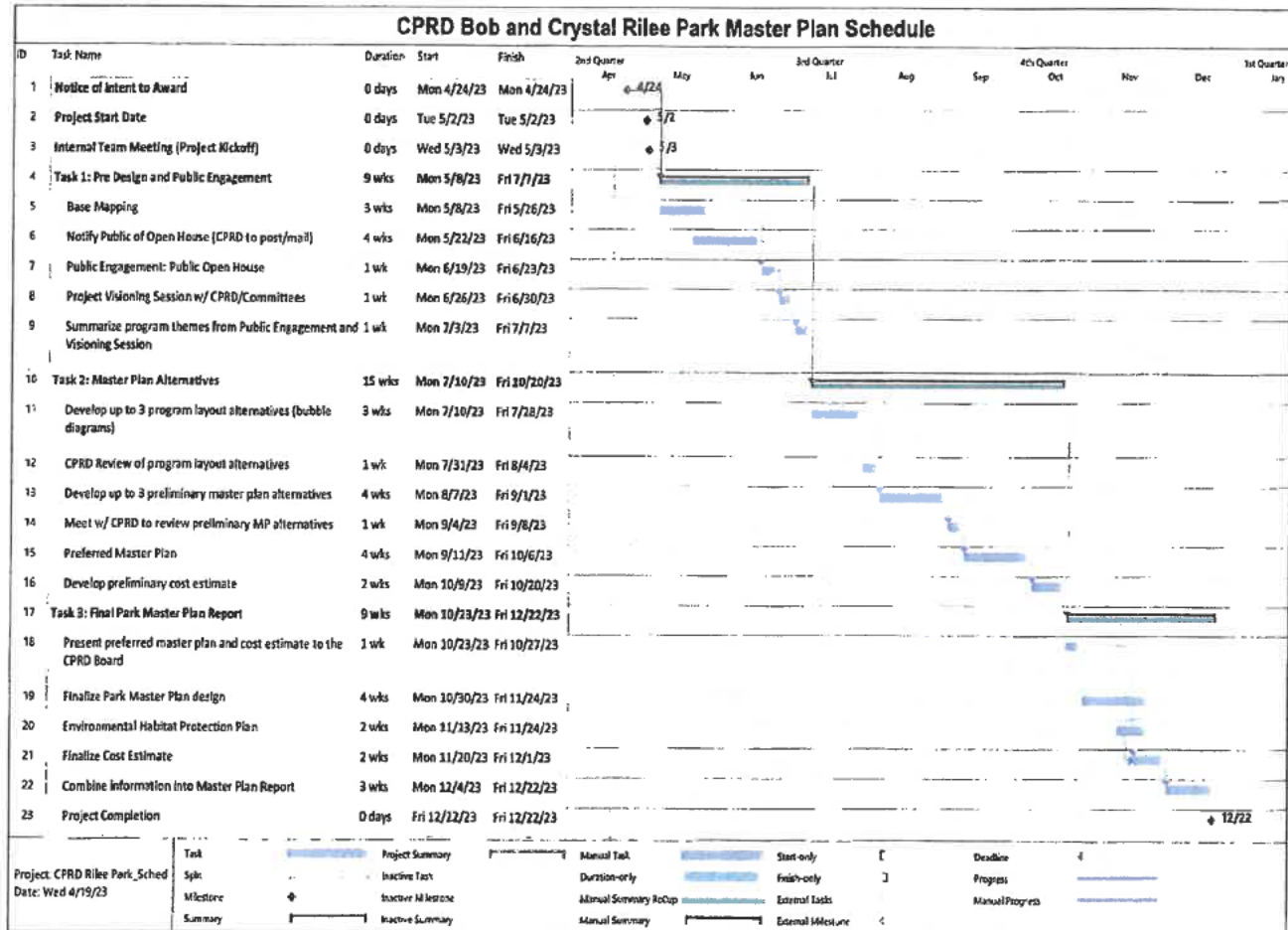
- NV5 Drawings Standards will be utilized for site plan preparations.
- Project public involvement will be organized by CPRD, with graphic support from NV5. JLA Public Involvement is available on an as-needed basis if CPRD wants a more robust public involvement strategy for this project.
- The project approach is based on utilizing AutoCAD and GIS mapping we prepared for the Environmental Site Analysis.
- On-site topography and boundary survey is not included, but could be useful for specific high use areas yet to be determined.
- Arborist tree evaluations or arborist report are not included.
- Vehicular traffic studies and engineering are not included.
- Geotechnical studies are not included.
- Hazardous material investigations are not included.
- Fees required for agency land use applications or permits are not included.

# Exhibit "A,"

NV5

## PROJECT TIMELINE AND COMPLETION DATE

Please find below NV5's proposed schedule for this project. This schedule has a completion date of December 22, 2023, closing out by the end of this year. We will review this schedule with you at a project kickoff meeting to determine if any specific deadlines need to be met, and adjust accordingly. If CPRD wants a more robust public involvement process for this project, those tasks will also have impacts to the schedule.



# Exhibit "A,"

NV5

## PROJECT COST

### PROJECT FEES & COMPENSATION WITH HOURLY RATES

Please find below NV5's hourly rates and fees proposed for this project. A full fee schedule breakdown is provided in the appendix to show NV5's expected work hours for this project. The time and materials compensation to NV5 for work done on the basis of hourly rates, plus incurred expenses (which may be referred to as "time and materials" or "standard billing") will be the sum of all of the items set forth below.

#### NV5 Hourly Rates:

Job Title	Hourly Rate
Project Manager/Landscape Architect	\$135
Sr. Landscape Architect	\$165
Landscape Designer	\$88
Accounting/Project Controls	\$125
Clerical/Support Staff	\$80

#### NV5 Reimbursable Expenses:

1. Large format black & white plotting: \$3.00 each
2. Large format color plotting: \$6 - \$7 per SF
3. Use of vehicles: IRS yearly rate

#### SEA Hourly Rates:

Job Title	Hourly Rate
Principal	\$220
Senior Associate/Project Manager	\$165
Project Architect	\$140-195
Technical Staff	\$90-135

#### NV5 Fees:

Task 1: Pre Design and Public Engagement .....\$8,515

- Base Mapping
- Public Open House
- Project Visioning Session

Task 2: Master Plan Alternatives .....\$15,199

- Program Layout Alternatives (up to 3)
- Preliminary Master Plan Alternatives (up to 3)
- Preferred Master Plan w/ Cost Estimate

Task 3: Final Park Master Plan Report .....\$14,260

- Present Preferred MP to CPRD Board
- Finalize Park Master Plan w/ Cost Estimate
- Park Master Plan Report Document

Subtotal .....\$37,974

Reimbursable Expenses (2%) .....\$759

**TOTAL NV5 FEE .....\$38,733**

**SEA Fee: .....\$15,200**

#### Tasks Include:

- Project Visioning Session
- Advising on Architectural Programming and Design

NV5 Fee	\$38,733
SEA Fee	\$15,200
<b>TOTAL PROJECT FEE</b>	<b>\$53,933</b>

### ADDITIONAL PUBLIC INVOLVEMENT (OPTIONAL SERVICE)

We know that CPRD staff are skilled at organizing public involvement activities, and we plan to utilize those skills in the public involvement for this project. If a more robust public engagement process is required, then JLA Public Involvement is readily available to join the project. Tasks that JLA is skilled at providing include: public engagement strategy plans, stakeholder meetings and interviews, guided site tours, online surveys or online open houses, and gaining consensus from competing user groups. The project budget, schedule, goals, and objectives established at the beginning of the project will likely determine if and when JLA's services are necessary. We will be happy to explore possible alternative public involvement options with CPRD.

#### JLA Hourly Rates:

Job Title	Hourly Rate
Senior Associate 1	\$200
Public Involvement Specialist 2	\$100
Public Involvement Specialist 4	\$140
Administration 4	\$110



## APPENDIX A: KEY PERSONNEL

**LANDSCAPE ARCHITECT**

Wilsonville, Oregon

jon.champlin@NV5.com

503.372.3637

**EDUCATION**

Master of Landscape  
Architecture, Kansas State  
University

**REGISTRATIONS**

Registered Landscape Architect:  
OR #0967

**AFFILIATIONS**

American Society of Landscape  
Architects (ASLA)

Council of Landscape  
Architectural Registrations  
Boards (CLARB) #39959

**JON CHAMPLIN, RLA, ASLA****Role: Project Manager/Landscape Architecture**

Jon has twelve years of experience in landscape architecture and project management. He has worked on a variety of project types with a focus on public parks and recreation. His excellent client relation skills, strong ability to effectively manage deadlines, experience working in all phases of the design process, and consistent delivery of quality work have made him a reliable, go-to person for key projects such as this. Jon is adept at managing a project to keep multiple disciplines informed, projects on schedule, and designs within budget. His experience in leading client work sessions and his collaborative approach to complex problems regularly leads to creative design solutions, enriching the user experience for the client once the project is complete.

**Project Experience****EWING YOUNG PARK MASTER PLAN**

CHEHALEM PARKS AND RECREATION DISTRICT | NEWBERG, OR

Jon served as design team leader for this large nature park. The design process began with a public open house, site analysis, and a visioning work session with CPRD. Existing park amenities include a BMX track, skate park, RC track, disc golf course, nature trails, dog park, playgrounds, and picnic shelters. Multiple options for a new bridge over Chehalem Creek were designed to provide access to a currently inaccessible 11-acres of the park, allowing for expansion of the trail network and other park amenities.

**WIRE MOUNTAIN PARK MASTER PLAN**

USMC BASE HOUSING | CAMP PENDLETON SOUTH, CA

Jon lead the design for this 11-acre park master plan, located in north San Diego County. The park will serve the needs of the families living on the Camp Pendleton Marine Corps Base and is programmed to serve users of all ages, from toddlers to adults. Planned amenities include a large natural turf baseball field complex, a plaza with bleachers, a restroom building with an equipment storeroom, drinking fountains, and a concessions counter, a multi-sport field, permanent shade structures and site furnishings, soft-surface playgrounds, a hard-surface path system, a double zipline, native planting, and a permanent irrigation system.

**RECUERDO (CROWELL WOODS) PARK**

TUPALATI HILLS PARK &amp; RECREATION DISTRICT | ALOHA, OR

Jon was the project manager and design leader for this 7-acre neighborhood park. Along with a playground, picnic shelter, and community garden, the park includes an extensive trails and two Western Wood Structures glue-laminated wood pedestrian bridges over Steed Creek. Jon was responsible for design and documentation, value engineering, permitting and agency coordination, and construction administration.

**FOREST PARK VISITOR CENTER AND TRAILHEAD\***

CITY OF PORTLAND PARKS &amp; RECREATION | PORTLAND, OR

Jon worked on the trailhead plaza design, trail alignment, and overlook viewpoints. Trails were designed to traverse the existing 50% slopes, using low-impact construction methods such as gravel paving and a hand-placed retaining wall system. Jon designed and detailed the overlook viewpoints to fit amongst the existing trees, providing trail users with both forest and city views.

\* Project under previous employment

# Exhibit "A,"

NV5

## APPENDIX A: KEY PERSONNEL



### SENIOR LANDSCAPE ARCHITECT

Wilsonville, Oregon  
mike.smyth@NV5.com  
503.372.3615

### EDUCATION

BS, Landscape Architecture,  
Washington State University

### REGISTRATIONS

Registered Landscape Architect:  
OR #0317

### AFFILIATIONS

American Society of Landscape  
Architects (ASLA)

Council of Landscape  
Architectural Registrations  
Boards (CLARB), National 0773

DHS Federal Emergency  
Response Official (FEMA CERT)

### MIKE SMYTH, RLA, ASLA

Role: Project Quality Assurance/Quality Control

Mike has decades of professional landscape architect experience working on a diverse mix of public and private projects throughout the west. Mike manages the Landscape Architecture Studio in the Portland office, which functions as a service center for NV5's western United States offices. Mike's experience with public agencies includes management of landscape architecture on-call contracts for Washington and Oregon DOT's, the Bonneville Power Administration, and the Western Federal Lands Highway Department, as a subconsultant. In addition to leading the design of multiple park renovation projects Mike is also experienced in different facets of environmental design, including wetland mitigation and riparian restoration design, and stormwater facility planting design required for water quality standards compliance. Mike has years of experience building strong client relationships, managing project teams, designing and collaborating with allied design disciplines, and delivering comprehensive service on projects of all sizes and complexities.

### Project Experience

#### WIRE MOUNTAIN PARK MASTER PLAN

MOSS & ASSOCIATES | MCB CAMP PENDLETON, CA

Mike managed the design and renovation of an existing park in the Wire Mountain and South Mesa neighborhoods on Camp Pendleton. The planned renovation will be designed and built in phases over several funding cycles. Planned amenities include active playgrounds, sports fields, ziplines and courts; and passive areas suited for outdoor yoga, sheltered picnics, and paved walking paths.

#### DETROIT VISITOR PORTAL, DAY USE AREA, AND BIKEWAY ENHANCEMENTS

DETROIT AND MARION COUNTY, OR | WESTERN FEDERAL LANDS HIGHWAY DIVISION AND ODOT

Mike managed the landscape architecture planning and design for a new 5-acre park/visitor portal in the rural community of Detroit, OR. Constructed in 2018, the Visitor Portal park serves motorists traveling on the West Cascades National Scenic Byway, and bicyclists pedaling the Cascading Rivers Scenic Bikeway, where both intersect in Detroit. The new Visitor Portal park amenities included flush restrooms, bike parking and a fixed repair station, kiosks, exercise circuit with multiple permanent stations, a nature play playground, stormwater bioswales, a hard- and soft-surface multi-use path, a pollinator friendly meadow, and native landscape plantings. The Forest Service Day Use Area amenities, located on the Detroit Reservoir, included vault restrooms, hard- and soft-surface multi-use path, wood picnic tables and benches, a group picnic site, interpretive wayfinding, stormwater bioswales, and native plantings and seeding. Connecting the Visitor Portal park and the Day Use Area is a mile-long soft-surface pedestrian and bicycle trail that winds through sensitive forested uplands and wetlands.

#### HCRH STATE TRAIL, MITCHELL POINT CROSSING

WFLHD | COLUMBIA RIVER GORGE NATIONAL SCENIC AREA HOOD RIVER COUNTY, OR

Mike led the aesthetic and landscape design of a new 0.75-mile long trail and tunnel project that included park renovations, a trailhead with 20-stall parking lot, overlook restoration, a scenic viewpoint, and a new 800' tunnel at Mitchell Point. The project replaces the destroyed two-lane scenic highway, viaduct and tunnel built in the early 1900's.



# Exhibit "A,"

## Sid Scott

Architect, AIA, LEED AP, Principal



Scott  
Edwards  
Architecture



### Principal-In-Charge

Sid has 37 years of experience in a wide range of project types throughout the western United States, including parks and recreation, community, civic, public safety, industrial, maintenance facilities, office space, hospitality, and educational projects. He is an honors graduate of Montana State University and is a registered architect in Oregon. Sid has primary firm responsibility for project planning and design. He provides the team with superior communication, programming and design development skills. Sid's public sector work spans his entire career and features city and county planning and facilities including community centers, recreation centers, cultural centers, parks, senior centers, libraries, food banks, and much more.

Sid's public sector work spans his entire career and features city and county facilities including community centers, recreation centers, cultural centers, parks, senior centers, libraries, food banks, and much more. Sid has most recently worked on the award winning Chehalem Aquatic & Fitness Center and is currently working on the Lake Oswego Recreation & Aquatics Center.

Sid will work closely with the project team, from early stakeholder engagement through the development of the master plan, challenging the team to produce insightful and creative architectural solutions for your project.

### Relevant Projects

- Sander Estate Park Master Plan – Dundee, OR
- Hood View Park Concessions – Happy Valley, OR
- Hood View Community Center Study – Happy Valley, OR
- Scouters Mountain Picnic Shelter – Happy Valley, OR
- Oakridge Bike Trails – Oakridge, OR
- Cape Kiwanda Public Restrooms – Pacific City, OR
- Lincoln City Community Center – Lincoln City, OR
- Lincoln City Community Center Master Plan – Lincoln City, OR
- Chehalem Aquatic & Fitness Center Study – Newberg, OR
- Chehalem Aquatic & Fitness Center – Newberg, OR
- Lake Oswego Recreation & Aquatics Center – Lake Oswego, OR (in progress)
- University Park Community Center – Portland, OR
- Forest Grove Parks & Aquatic Needs Study – Forest Grove, OR
- Seawatch Clubhouse Pool & Fitness Room – Pacific City, OR
- Veterans Memorial Coliseum Design Update – Portland, OR
- Lincoln City Cultural Center – Lincoln City, OR
- Astoria Senior Center – Astoria, OR
- Chehalem Cultural Center Phases I, II, III, IV – Newberg, OR
- Fern Ridge Community Center & Food Bank – Veneta, OR

### Education

Masters of Architecture,  
Magna Cum Laude, MSU,  
1985

### Years in Profession

Total Years 37

### Certifications

LEED AP

### Registrations

Registered Architect in 23  
states including Oregon

### Memberships

American Institute of  
Architecture (AIA)

Architecture Foundation of  
Oregon (AFO)

National Council of  
Architectural Registration  
Boards (NCARB)



Scouter's Mountain Pavilion



Hood View Concessions Building



University Park Community Center



# Exhibit "A,"

## Jennifer Marsicek

Architect, AIA, LEED AP, Senior Associate

Project Manager



Scott  
Edwards  
Architecture



Jennifer has 23 years of experience in a wide range of public and private sector projects. She has proven ability to successfully manage complex projects ranging from planning and feasibility studies to state-of-the-art building projects. Jennifer's public sector work includes city and county facilities including numerous community spaces and centers, senior centers, and social service facilities. In addition, her project portfolio includes both new and remodel projects, historical renovations, tenant improvements, as well as grant funding requests, and LEED project administration.

Jennifer has most recently worked on the Sander Estate Park Master Plan, the award winning Chehalem Aquatic & Fitness Center and is currently working on the Lake Oswego Recreation & Aquatics Center, and the renovation of Portland's historic Veterans Memorial Coliseum.

Jennifer will work closely with the project team, providing parks and recreation expertise to deliver thoughtful and long-lasting designs.

### Relevant Projects

- Sander's Estate Park Master Plan – Dundee, OR
- Forest Grove Parks & Aquatic Needs Study – Forest Grove, OR
- Chehalem Aquatic & Fitness Center Study & Building – Newberg, OR
- Chehalem Cultural Center Phases I, II, III, IV – Newberg, OR
- Lake Oswego Recreation & Aquatics Center – Lake Oswego, OR
- Veterans Memorial Coliseum Design Update – Portland, OR
- Spectator Facilities Providence Park Expansion, Project Document & Construction Review & Oversight – Portland, OR
- Providence Park ADA Barrier study – Portland, OR
- Astoria Senior Center – Astoria, OR
- Oregon City Public Library – Oregon City, OR
- Seawatch Clubhouse Pool & Fitness Room – Pacific City, OR
- Evergreen Space Museum – McMinnville, OR
- North Plains Senior Center Study & Renovation – North Plains, OR

### Education

Bachelor of Architecture from  
UofO, Cum Laude

### Years in Profession

Total Years 23

### Registrations

Registered Architect in the  
State of Oregon

### Certifications

LEED AP

### Memberships

American Institute of  
Architecture (AIA)



Sander Estate Park Master Plan



Lake Oswego Recreation & Aquatics Ctr



Chehalem Aquatic & Fitness Center



## EDUCATION

University of Portland  
*B.A. Life Science*

## PROFESSIONAL

Certified in SDIC (Systematic Development of Informed Consent),  
Institute for Participatory Management

Trained in Technology of Participation:  
Group Facilitation Methods, Institute of Cultural Affairs

Strategies for Dealing with Opposition  
and Outrage in Public Participation,  
International Association for Public  
Participation (IAP2)

Comprehensive Equity Workshop:  
From Theory to Application, IAP2

2016 Excellence in Communication  
Award, American Waterworks  
Association Pacific Northwest

2020 Respect for Diversity, Inclusion  
and Culture Award, IAP2 USA

## EXPERTISE

Senior-level engagement strategist  
with decades of work with public  
agencies and stakeholders

Expertise in strategy, facilitation,  
online engagement, development of  
communications, public events

Extensive experience working on  
parks, recreation, facilities and trail  
planning processes

Horse owner with personal interest in  
trail riding

## Exhibit "A,"

# ADRIENNE DEDONA

## SENIOR PROGRAM MANAGER



Adrienne has helped government agencies positively and productively engage with the communities they serve since 1999. Adrienne leads JLA's southwest Washington office. Adrienne is a lifelong resident of Clark County is well acquainted with many agency staff, elected officials and community members. Her personal and professional background and extensive network of contacts enhance her ability to engage people effectively and genuinely.

Adrienne has designed, managed and implemented complex public involvement programs for local, regional and state-wide projects across Washington and Oregon. Her clients appreciate her broad knowledge of all facets of public involvement programs, including: developing project-specific strategies and decision-making frameworks, conducting stakeholder interviews and online surveys, developing engaging informational materials, and facilitating public meetings. Clients, project teams and stakeholders enjoy working with Adrienne and her collaborative and flexible management style.

Adrienne is a sought-after facilitator for advisory committees and large-scale public forums. Her expertise has helped forge agreements on public projects involving multiple agencies and diverse communities, including advocacy groups, concerned neighbors, as well as business and property owners.

## RELEVANT PROJECT EXPERIENCE

**78<sup>th</sup> Street / WSU Property Concept and Master Planning, Clark County**

**Community Campus Park Planning and Development, City of Sandy**

**Sandy Parks & Trails System Master Plan, City of Sandy**

**Woodburn Parks and Recreation Master Plan, City of Woodburn**

**Off-Road Cycling Master Plan, Portland Bureau of Planning & Sustainability**  
**Parks, Recreation and Open Space Plan, City of Camas**

**Parks Comprehensive Plan Update, City of Battle Ground**

**Comprehensive Parks & Recreation Plan Update, Vancouver Department of Parks and Recreation**

**Old Town/Chinatown Redevelopment Project, Prosper Portland**

**Cooper Mountain Community Plan, City of Beaverton**

**Regional Skills Center Feasibility Study, Cowlitz, Lewis + Wahkiakum Counties**

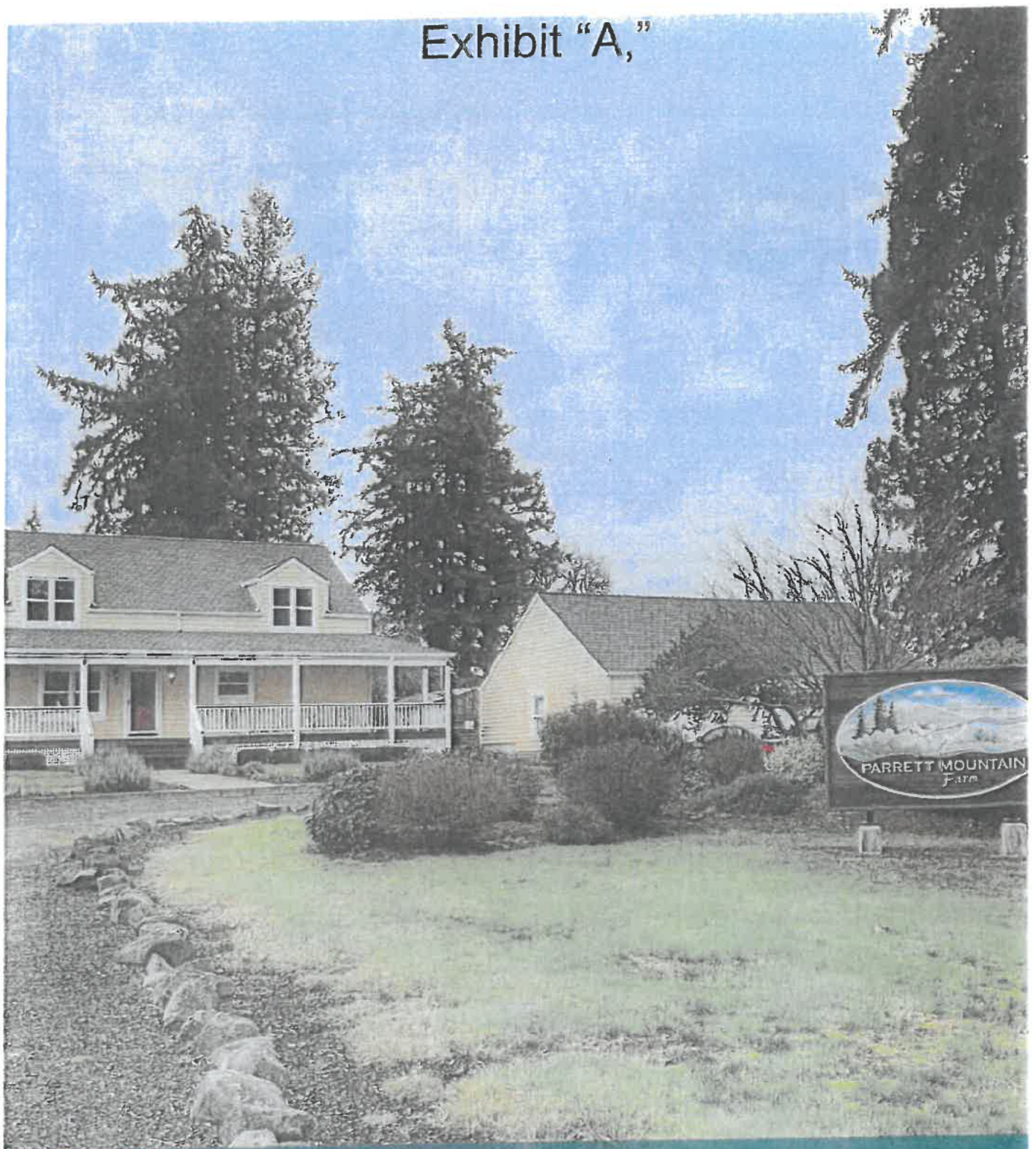
**Wilsonville East-West Connector Corridor Plan / 5th Street to Kinsman Road Extension, City of Wilsonville**

**Glendoveer Golf Course & Fitness Trail Facility Assessment & Business Plan, Metro Regional Government**

**Agricultural Preservation Advisory Committee (APAC), Clark County**



## Exhibit "A,"



N|V|5

9450 SW COMMERCE CIRCLE, SUITE 300  
WILSONVILLE, OR 97070  
PHONE: 503.968.8787

# Exhibit "B,"

## REQUEST FOR PROPOSALS



Project: Master Plan for Bob & Crystal Rilee Park  
Proposal Due Date: April 19th, 2023 at 4 PM.

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

Casey Creighton (503) 519-6154  
RFP-Submit@cprdnewberg.org

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## Exhibit "B,"

Each member of the evaluation committee shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in this RFP. Completed evaluations shall be combined and tallied. CPRD reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, CPRD will Issue a Notice of Intent to Award. CPRD shall direct negotiations toward obtaining written agreement on the consultant's performance obligations.

It is the desire of the CPRD to have a contract in place no later than May 2, 2023.

CPRD desires to enter into a professional services agreement, which includes all services necessary, whether or not the services are specifically outlined in this RFP.

The selected proposer will be expected to sign a written agreement, which will incorporate this RFP and awardee's proposal. Any open terms in the contract will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms CPRD chooses to negotiate, at CPRD's sole discretion.

CPRD anticipates payment for services in a lump sum, not-to-exceed amount. However, CPRD will also consider alternative proposals. CPRD reserves the right to negotiate a compensation package that is fair and reasonable to CPRD, as determined solely by CPRD.

Any contract requires that awardee will comply with all applicable federal and state laws, rules and regulations.

CPRD is an Equal Opportunity/Affirmative Action Employer.  
Women, Minorities and Disabled Persons are encouraged to apply.

**This RFP is issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules, of the State of Oregon and Chehalem Park & Recreation District.**

**Authorized & approved for posting by the District Superintendent.**

**Staff can amend the RFP and contract form to meet the best interests of Chehalem Park & Recreation District with the approval of the District Superintendent**

**THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR REVOKED WITHOUT NOTICE.**



## Exhibit "B,"

Consultants are required to organize the information requested in this RFP in accordance with the format outlined. Failure of the consultant to organize the information required by this RFP as outlined may result in CPRD, at its sole discretion, disqualifying the consultant from further consideration.

### 2.3 Review and Evaluation

Submissions received in response to the RFP will be evaluated for compliance with the minimum required qualifications identified below. Proposals meeting these requirements will be forwarded to an evaluation committee that will independently score each proposal according to the scoring criteria listed below.

### 2.4 Minimum Required Qualifications

All responsive proposals from qualified consultants that meet minimum required qualifications will be evaluated on the following criteria:

<b>Cover Letter.</b> Provide a letter of introduction signed and dated by the authorized representative of the organization submitting the proposal. Provide a statement that your proposal will be valid for a minimum period of 90 days; and acknowledgement receipt of any addenda issued during the RFP process.	5%
<b>Qualifications.</b> Demonstrate ability to provide responsive services to assist CPRD throughout the Project, based on the amount and type of staff resources available to perform the Services. This will include resources available for the duration of the Project.	5%
<b>Project Understanding and Approach.</b> Demonstrate a clear and concise understanding of the Services, including, without limitation, a basic or preliminary understanding of the Project, and the methodology and course of action used to meet the goals and objectives of the Project. Describe your understanding of the scope of services. For each scope area, please describe your approach to the work and how you manage the tasks to meet project requirements and schedule. (based on existing information), the major issues to address, and whether a project approach has been formulated. Provision of a clear and concise explanation of Services. Identify unique design issues and recommend timely, effective, and efficient approaches to resolve these issues.	30%
<b>Project Timeline and Completion Date.</b>	30%
<b>Project Cost</b>	30%

CPRD may reject any proposal found to be incomplete, unresponsive, or not in compliance with the format requirements set forth in this RFP. A proposal may be determined to be unresponsive if any aspect is found to be unacceptable to the best interests of the CPRD. CPRD reserves the right to reject any and all responses to the RFP and is under no obligation to award a contract.

### 2.5 Selection

CPRD intends to select the best scoring proposal and to negotiate an agreement with that consultant. However, should the negotiations fail to result in an executed agreement with the best qualified consultant, CPRD may elect to terminate negotiations and begin negotiations with the second-best scoring proposal or cancel the procurement process. The responsibility for the final selection and negotiation rests solely with the CPRD.

# Exhibit "B,"

Any and all such interpretations and supplemental instructions will be made in the form of written addenda, which will be sent to all recipients of the RFP and shall become part of this RFP. Copies of all questions and answers, and any addenda to supplement the RFP, will be sent by email to each Proposer no later than four days prior to the proposal due date. Only formal written responses to properly submitted questions will be binding.

## 1.8 Equal Opportunity Requirements

The selected Proposer, in the performance of all services, will not discriminate based on age, race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status, or disability.

## 1.9 Protest Procedures Award

Proposers are directed to the protest procedures contained in OAR 137-048-0240. A Proposer who claims to have been adversely affected or aggrieved by the selection of the highest ranked Proposer may submit a written protest of the selection to the Contracting Agency no later than seven (7) calendar days after the date of the selection notice. A Proposer submitting a protest must claim that the protesting Proposer is the highest ranked Proposer because the proposals of all higher ranked Proposers failed to meet the requirements of the RFP or because the higher ranked Proposers otherwise are not qualified to perform the Engineering Services described in the RFP.

## 2 Proposal Submittal

### 2.1 General Instructions and Submittal Deadline

Proposals must be submitted no later than 4:00 p.m. on April 19, 2023. Submit proposals electronically by email to: [RFP-Submit@cprdnewberg.org](mailto:RFP-Submit@cprdnewberg.org) or mail to: Don Clements, 125 S. Elliott Rd., Newberg OR, 97132.

If mailed, must be received by as stated. On the outside of the packet, put RFQ "Bob and Crystal Rilee Park". No faxes will be considered.

Proposals are due on April 19, 2023 by 4 p.m. PST.

CPRD assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered by the above specified time and date will not be considered. Questions regarding submittals should be directed to Casey Creighton (503) 519-6154

### 2.2 Format for Proposals

Please submit written proposals in compliance with the following organization:

1. Introductory Letter
2. Staffing Plan
3. Consultant Qualifications.
4. Project Understanding and Approach
5. References
6. Completion Date
7. Pricing

Narrative pages are to be on 8 ½ x 11 paper and all materials shall be bound into one volume. A clear and concise presentation of information is encouraged.

# Exhibit "B,"

## 1.4 CPRD Rights and Options

CPRD, at its sole discretion, reserves the following rights:

- a. To supplement, amend, add to, delete from, substitute, and/or change this RFP at any time.
- b. To determine which Proposer, if any, should be selected for interviews and/or negotiations.
- c. To reject any or all proposals or information received pursuant to this RFP.
- d. To cancel this RFP with or without the substitution of another RFP or pre-qualification process.
- e. To request additional data or information after the submittal date, if such data or information is considered pertinent, in CPRD's sole view, to aid the review and selection process.
- f. To take any action affecting the RFP or the services or facilities subject to this RFP that would be in the best interests of CPRD.
- g. To require one or more Proposers to supplement, clarify or provide additional information necessary for CPRD to evaluate the proposals received.
- h. To waive any minor defect or technicality in any proposal received.
- i. To reject any portion of any submittal and/or reject all submittals, to waive any informalities or irregularities in the submittals or to re-advertise.

## 1.5 Expense of Submittal Preparation

Proposers responding to this RFP do so solely at their own expense.

## 1.6 Public Records

All proposals submitted are the property of the CPRD, thus subject to disclosure pursuant to the public records law, as qualified by ORS 279C.107. Accordingly, proposals received and opened shall not be available for public inspection until after CPRD's notice of intent to award this contract is issued. Thereafter, except for information marked "Proprietary", all documents received by CPRD shall be available for public disclosure.

If any submittal contains confidential, technical, financial, or other types of information, the Proposer must clearly label as "Proprietary/Confidential" the specific portions sought to be kept confidential and specify the exemption that the consultant is relying upon. Marking all, or substantially all of, a response as confidential may result in the response being considered non-responsive by CPRD. CPRD will attempt to maintain the confidentiality of materials marked "Proprietary/Confidential" to the extent permitted under the Oregon Public Records law. By responding to this RFP, Proposers waive any challenge to the CPRD's decisions in this regard.

Notwithstanding the foregoing, Proposers recognize and agree that CPRD will not be responsible or liable in any way for any losses that the Proposer may suffer from the disclosure of information or materials to third parties.

## 1.7 Questions/Clarifications Request

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any Proposer. Proposers must request such interpretation or clarification in writing from CPRD. If any Proposer has questions concerning the proposed project, finds discrepancies or omissions in the solicitation document, or otherwise requires clarification, such matters should be submitted in writing no later than 4 p.m., local time on April 13, 2023, to: Casey Creighton, 125 S. Elliott Rd., Newberg, Oregon 97132

Email: [RFP-Submit@cprdnewberg.org](mailto:RFP-Submit@cprdnewberg.org) **Note: Only written or email contacts will be acknowledged.**



## Exhibit "B,"

- Be reflective of community desires informed by a thorough and updated vision tailored for Bob and Crystal Rilee Park.
- Be responsive to needs and conditions that currently exist or could arise in the future due to decisions made.
- Be informed by existing plans, accurate data and metrics.
- Offer opportunities that CPRD could undertake for public involvement and participation that reflect a community driven planning process that is open, transparent and inclusive.
- Align with applicable adopted plans, policies, priorities, and regulations.
- Comply with all applicable local and state regulations and policies.

This project is limited to the creation and public adoption process of a park Master Plan that meets these objectives. The future capital projects needed to fulfill adopted plans will be the responsibility of CPRD. Project considerations must carefully evaluate public input, as well as the unique character, existing conditions, and future development potential and sustainability of the area. The scope of services and deliverables to be performed by the consultant pursuant to this RFP include, without limitation, the submittal and execution of the following:

1. **Channel of Communication:** Consultant shall work through assigned primary staff.
2. **Meeting Notes:** The consultant shall keep an accurate record of meetings, summarizing such meetings, to be provided to CPRD for retention purposes.
3. **Research & Progress Reports:** The consultant shall be responsible for submitting progress reports and research information relative to the project. Consultant shall provide research and advice suitable to enable completion of the project.
4. **Meetings:** The consultant will be responsible for meeting (virtually, in person, or by teleconference) with CPRD staff and others involved. The number and frequency of the meetings will be determined in consultation with both staff and the consultant before the project starts. The purpose of the meetings will be to establish objectives, discuss alternatives, provide direction, seek confirmation, and review progress.
5. **Maximization of Budget Resources:** Selected consultant shall endeavor to provide a sustainable park Master Plan.
6. **Public Outreach & Involvement:** Selected consultant provide and implement a public participation process which supports the adoption of a park Master Plan, including specific strategies, and an action plan for implementation which includes but is not limited to, meeting dates and timeline.

### 1.3 Procurement Process and Schedule

CPRD anticipates the following timeline for its selection process. CPRD reserves the right to change.

Activity	Date
Issue RFP	April 4, 2023
Proposal Due Date	April 19, 2023
Review and Scoring of Proposals	April 20, 2023
Notice of Intent to Award	April 24, 2023
Award contract	May 2, 2023

# Exhibit “B,”

## **1 Introduction**

The Chehalem Park & Recreation District (CPRD) is requesting proposals for a firm to develop a master plan for Bob and Crystal Rilee Park (BCRP). Please include in your proposal an associated time guideline and price for Professional Design Services for the development of a Master Plan for Bob and Crystal Rilee Park. Since the Environmental Site Analysis was completed in 2016, CPRD has completed or is in the process of completing other steps associated with the master plan process.

This RFP, issued in accordance with the provisions of the laws including statutes, ordinances, resolutions, and rules of the State of Oregon and Chehalem Park & Recreation District, invites qualified firms to submit their Proposals to provide the services described.

### **1.1 Background and Objectives**

CPRD obtained the BCRP property in 2015. The 327-acre park is located near the summit of Parrett Mountain in Yamhill County and was previously known as the Parrett Mountain Farm. Its features include the original farmhouse with its surrounding farm outbuildings, a second residence that was the former Parrett Mountain School, four agricultural fields located on the flattest portions of the site, and a network of hiking and equestrian trails within a forested zone.

In June 2017, the CPRD Board of Directors appointed the Bob and Crystal Rilee Park Advisory Committee (BCRPAC) for the purpose of submitting to the Board a set of recommendations for the Board. The Board's intent was to consider these recommendations as an initial step toward capturing ideas and opportunities based on their varied perspectives and in drawing from comments made by the public. The recommendation submission was intended to be subject to review and modification by the Board as the planning process continued.

Conditional Use of the property as a park was approved by Yamhill County in March of 2018.

Chehalem Heritage Trails Committee (CHTC) was formed in September of 2021 to provide CPRD with recommendations and support for trail development. This committee continues to meet at this time.

CPRD also supervised the internship project of a (university student) trail committee member as part of his OSU coursework; this internship project involved field-based GIS data collection/mapping of the Bob and Crystal Rilee Park recreational trail system, with associated classification, analysis, and creation of deliverables. The work focuses on the 327-acre Bob and Crystal Rilee Park on Parrett Mountain. This park is home to approximately 12 miles of hiking, cycling, and equestrian trails, in addition to a Heritage Farm listed on the National Register of Historic Places. This internship produced a digital inventory of the trails at the Bob and Crystal Rilee Park classified using the USFS Trail Fundamentals and Trail Management Objectives.

The purpose of the park Master Plan is to provide CPRD with an updated policy tool relating to the planning, coordination, and implementation and sustainability of the Bob & Crystal Rilee Park development. In addition, the Plan should include recommendations and strategies for better utilizing the park and identifying needed improvements and possible grant-based funding opportunities to complete this work.

The Plan will be formally adopted and should align with the CPRD Master Plan.

### **1.2 Scope of Services**

Consultant shall deliver a Master Plan that incorporates previously mentioned objectives:



503-537-2909  
fax 503-538-9669  
125 South Elliott Road  
Newberg, OR 97132  
[cprdnewberg.org](http://cprdnewberg.org)

**NOTICE TO PROCEED**

TO: Emery & Sons Construction Group LLC.  
PO Box 13069  
3841 Fairview Industrial Dr. SE  
Suite 150  
Salem, Oregon 97302

FROM: Chehalem Park & Recreation District  
125 S Elliott Rd.  
Newberg OR 97132

DATE: May 10, 2023

**Notice to Proceed**

The CM/GC for the Newberg-Dundee Bypass Trail Phase 1  
is awarded to: Emery & Sons Construction Group LLC.  
PO Box 13069  
3841 Fairview Industrial Dr. SE  
Suite 150  
Salem, Oregon 97302

Owner: Chehalem Park & Recreation District

BY: Casey Creighton  
TITLE: Assistant Superintendent

**Acceptance of Notice**

Receipt of the above Notice to Proceed is hereby acknowledged, this 10<sup>th</sup> day of  
May, 2023.

BY: Brian Vinson, P.E. Brian Vinson

TITLE: Senior Project Manager



**Chehalem Park and Recreation District  
Construction Manager/General  
Contractor Contract  
For  
Newberg Dundee Bypass Trail Phase 1**

**THE CONTRACT IS BETWEEN:**

**OWNER:**

**Chehalem Park and Recreation District  
125 S Elliot Road  
Newberg, OR 97132**

*Being Reviewed  
by Attorney's  
not signed yet.*

**And**

**Emery & Sons Construction Group, LLC  
CCB: #221536  
(referred to in the State of Oregon General  
Conditions for Public  
Improvement Contracts as Contractor and referred  
to herein as "the CM/GC"):**

**The Project is:**

**Newberg Dundee Bypass Trail Phase 1  
("Project")**

**The Architect is:**

**GREENWORKS, PC**

**Owner's Authorized  
Representative is:**

**Don Clements  
Superintendent  
125 S. Elliot Rd.  
Newberg, OR 97132  
503-209-2222**

**Owner's Target GMP is:**

**\$2,000,000.00**

# **Chehalem Park and Recreation District**

## **CM/GC CONTRACT**

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### **ATTACHED EXHIBITS**

Exhibit A	State of Oregon General Conditions
Exhibit B	Form of GMP Amendment
Exhibit C	Costs for General Conditions Work Matrix
Exhibit D	Supplemental General Conditions
Exhibit E	Performance and Payment Bond Forms
Exhibit F	Conditional & Unconditional Waiver and Release

**Owner and CM/GC agree as set forth below:**

**RECITALS**

This agreement and the Contract Documents referred to herein are intended to establish a Construction Manager/General Contractor approach for the construction of the Newberg Dundee Bypass Trail in Newberg, Oregon in order to achieve a "fast track" "cost effective" and more efficient means of construction.

By virtue of a separate Personal Services Agreement, Owner has contracted for the Architectural services of GreenWorks, Portland, Oregon, who, along with Owner and CM/GC comprise the team to, design and build the new trail.

CM/GC understand and accepts that this is a collaborative effort to achieve the common goal of building a multi-modal trail at the least expense to Owner.

To achieve this objective the project has been divided into two stages, namely, Preconstruction Services and Construction Services. The Preconstruction Services are further divided into a Schematic Design Phase and a Design Development Phase ending in Owner and CM/GC agreeing to a Guaranteed Maximum Price (GMP) in the project.

CM/GC is obligated to participate and perform in all stages of the project as set forth in this agreement but CM/GC's compensation for Preconstruction Services is established and shall be paid according to the terms of a separate Preconstruction Service Contract "PSC" executed simultaneously with this agreement.

The following rules of construction apply to interpretation of the two agreements:

1. Although this CM/GC Agreement and the PSC are executed at the same time there is no binding agreement between Owner and CM/GC for construction services under paragraph 3.1 until a Guaranteed Maximum Price Amendment or an Early Work Amendment has been executed.
2. Satisfactory performance of the Preconstruction Services Agreement by CM/GC is a precondition for any obligation of Owner arising out of this agreement for Construction Services.
3. Except for establishing CM/GC's compensation for preconstruction services, the terms of this agreement shall prevail over the terms of the Preconstruction Services Agreement with respect to any disagreement or conflict over the meaning of any of the provisions or terms of the two agreements.

These above recitals are contractual.

## **ARTICLE 1**

### **DEFINITIONS**

Except as expressly defined or modified elsewhere in this agreement ("CM/GC Contract"), all capitalized terms shall have the meanings set forth in the State of Oregon General Conditions for Public Improvement Contracts, 2021 Edition, attached as Exhibit A hereto (the "General Conditions"). The terms below are expressly defined as follows:

- 1.1 Affiliate.** Affiliate shall mean any subsidiary of CM/GC, and any other entity in which CM/GC has a financial interest or which has a financial interest in CM/GC (including without limitation parent companies, related businesses under the same holding company, or any other business controlled by, under common control with, or which controls CM/GC).
- 1.2 Agency.** For purposes of this agreement and all contract documents, any reference to "Agency" shall mean Owner.
- 1.3 Allowances.** Allowances shall have the meaning set forth in B-17 of the General Conditions and apply to the allowance amounts shown in the GMP Supporting Documents, together with such further allowances as may be developed by the parties as the Project progresses.
- 1.4 Allowance Work.** Allowance work means all materials and labor, (including profit and overhead) and any subcontractor fees a reasonable person would assume to be sufficient to complete that sub portion of the project identified in the Allowance.
- 1.5 Amendment.** Amendment shall mean a written modification of the Contract (including without limitation any agreed change to the GMP), identified as an Amendment, and executed by CM/GC, and Owner's Authorized Representative.
- 1.6 Business Days.** Business Days shall mean every day except Saturday, Sunday, and legal holidays recognized for employees of Owner.
- 1.7 Change Order.** Change Order shall mean a written modification of the Contract under Section D.1 of the General Conditions (including without limitation any agreed change to GMP), identified as a Change Order and executed by Owner's Authorized Representative and CM/GC.
- 1.8 CM/GC Field Work.** CM/GC Field Work shall mean customary layout, clean up, supervision, and portions of the Work of a minor nature and not feasibly part of the subcontracted work due to: exclusions by the Subcontractor not resolved through the process described in Article 11.3.3, undeveloped design owing to deviations in Work performed or materials delivered by Subcontractors or suppliers that do not represent

defective or nonconforming work, a breach or failure to perform by the Subcontractor or supplier, complexity of coordination of the Work, and other similar reasons typically providing cause for "pick-up" or GC Work under industry standards; provided, however, that (i) the CM/GC has reasonably determined that doing such portion of the Work itself is in the best interests of Owner, (ii) such Work is identified as CM/GC Field Work in monthly billings and (iii) CM/GC receives prior approval of Owner's Authorized Representative as to the scope of such CM/GC Field Work.

- 1.9 CM Services.** CM Services shall have the meaning given in Article 3.3 below.
- 1.10 Construction Documents.** Construction Documents shall have the meaning given in Section 3.5 of the Architect Services Agreement with GreenWorks PC "Architect" for this Project and Owner dated January 2021.
- 1.11 Construction Phase.** The Construction Phase shall mean the period commencing on Owner's execution of a GMP Amendment or Early Work Amendment, together with the earlier of (i) issuance by Owner of a Notice to Proceed with any on-site construction or (ii) execution of a subcontract or issuance of a purchase order for materials or equipment required for the Work.
- 1.12 Construction Phase Services.** Construction Phase Services shall mean all of the Work other than the Preconstruction Phase Services.
- 1.13 Contract Documents.** Contract Documents shall have the meaning given in Section A of the General Conditions, as supplemented by Article 2.1 below.
- 1.14 Costs for General Conditions Work.** Costs for General Conditions Work shall mean those sums paid on a cost reimbursable maximum not-to-exceed price basis as described in Article 8.8 and as identified in Exhibit C, Direct Costs/General Conditions Work Costs Matrix.
- 1.15 Design Development Documents.** Design Development Documents shall have the meaning given in Section 3.4 of Architects Services Agreement with Owner for this Project.
- 1.16 Early Work.** Early Work shall mean Construction Phase Services authorized by Amendment that the parties agree should be performed in advance of establishment of the GMP for the Work. Permissible Early Work shall be limited to: early procurement of materials and supplies; early release of bid or proposal packages for site development and related activities; and any other advance work related to critical components of the Project for which performance prior to establishment of the GMP will materially affect the critical path schedule of the Project.
- 1.17 Early Work Amendment.** Early Work Amendment shall mean an Amendment to the Contract executed by and between the parties to authorize Early Work.



- 1.18 General Conditions.** General Conditions shall mean the GENERAL CONDITIONS For Public Improvement Contracts promulgated by the State of Oregon, 2021 Edition set forth in Exhibit A.
- 1.19 General Conditions Work.** General Conditions Work ("GC Work") shall mean (i) that portion of the Work required to support construction operations that is not included within overhead or general expense but is called out as GC Work in Exhibit C, and (ii) any other specific categories of Work approved in writing by Owner's Authorized Representative as forming a part of the GC Work.
- 1.20 Guaranteed Maximum Price (GMP).** GMP shall mean the Guaranteed Maximum Price of the Contract, as stated in dollars within the GMP Amendment(s), as determined in accordance with Article 6, and as it may be adjusted from time to time pursuant to the provisions of this Contract.
- 1.21 GMP Amendment.** GMP Amendment shall mean an Amendment to the Contract, issued in the form of Exhibit B and executed by and between the parties, to establish the GMP and identify the GMP Supporting Documents for Construction Phase Services.
- 1.22 GMP Supporting Documents.** GMP Supporting Documents shall mean the documents referenced in a GMP Amendment as the basis for establishing a GMP. The GMP Supporting Documents shall expressly identify the Plans and Specifications, assumptions, qualifications, exclusions, conditions, allowances, unit prices, and alternates that form the basis for the proposed GMP.
- 1.23 Preconstruction Phase.** The Preconstruction Phase shall mean the period commencing on the effective date of the Preconstruction Services Contract and ending upon commencement of the Construction Phase; provided that if Owner and CM/GC agree, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently, subject to the terms and conditions of the Contract Documents.
- 1.24 Preconstruction Phase Services.** Preconstruction Phase Services shall mean all services described in Article 3.1, and the Preconstruction Services Contract, but excluding any Early Work. Early Work shall be considered part of Construction Phase Services.
- 1.25 Preconstruction Services Contract.** Preconstruction Services Contract (PSC) means the contract entered into between Owner and the Contractor for the Preconstruction Phase Services, dated May 10<sup>th</sup>, 2023, which by this reference is incorporated into this agreement.
- 1.26 Schematic Design Documents.** Schematic Design Documents shall have the meaning given in Section 3.3 of the Architect Services Agreement with Owner for this Project.

- 1.27 Scope Change.** Scope Change shall mean only (i) changed site conditions not reasonably inferable from information available to CM/GC at the time of execution of the GMP Amendment, and (ii) significant Work modifications (including additions, substitutions, and deletions), application of Allowances, and selection of alternates, all as approved by Owner under the Contract beyond that identified or inferable from the GMP Supporting Documents (but in the case of Allowance items, the GMP will increase only if the cost to Owner of the Allowance items exceeds the total amount of the Allowances).

## **ARTICLE 2**

### **CONTRACT DOCUMENTS**

- 2.1 Contract Documents.** For valuable consideration as stated below, Owner and the CM/GC agree to the terms of the contract that are set forth in the Contract Documents. For purposes of this Project, the Contract Documents shall include this Construction Manager General Contractor Agreement, the General Conditions, the Request for Proposals (RFP), the Preconstruction Service Contract, applicable portions of Architect's Personal Service Contract and all their referenced attachments exhibits, plans and specifications developed thereunder which by this reference are incorporated herein. The Contract Document identified as the "Public Improvement Contract" in the General Conditions shall mean these CM/GC Contract Documents.
- 2.2 Effective Date.** The Contract (hereafter the "Contract") shall become effective on the first date on which both parties have signed this CM/GC Contract and Owner has received all necessary approvals.
- 2.3 The Contract; Order of Precedence.** This CM/GC Contract, together with the other Contract Documents, form the entire agreement between the parties. Except as expressly otherwise provided herein, the order of precedence of the Contract Documents is established in Section A.3 of the General Conditions, if there are inconsistent or conflicting terms among the Contract Documents.

## **ARTICLE 3**

### **WORK OF THE CONTRACT**

- 3.1 Preconstruction Phase Services.** The CM/GC agrees to provide all of the Preconstruction Phase Services stated below and in the Preconstruction Services Contract on an ongoing basis in support of, and in conformance with, the time frames described in the Request for Proposals. Commencement of the Construction Phase shall not excuse CM/GC from completion of the Preconstruction Phase Services, if such services have not been fully performed at commencement of the Construction Phase.

**3.1.1** The CM/GC shall provide to Owner and Architect a preliminary evaluation of Owner's program and budget requirements, each in terms of the other.

**3.1.2** The CM/GC shall provide the following services relating to design and preconstruction tasks:

- (a) The CM/GC shall consult with, advise, assist, and provide recommendations to Owner and Architect on all aspects of the planning and design of the Work.
- (b) The CM/GC shall jointly schedule and attend regular weekly meetings with Architect and Owner's Authorized Representative. The CM/GC shall consult with Owner and Architect and Owner's Authorized Representative regarding site use and improvements, and the selection of materials, building systems and equipment.
- (c) The CM/GC shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economies. The CM/GC shall review in-progress design documents, including the documents generally described in the industry as Schematic Development Documents, Design Development Documents, and Construction Documents and provide input and advice on construction feasibility, alternative materials, and availability. CM/GC shall review these completed Schematic Development Documents, Design Development Documents, and Construction Documents and timely suggest to Owner's Authorized Representative and Architect modifications to improve completeness and clarity.

**3.1.3** The CM/GC shall provide the following services related to the Project schedule:

- (a) The CM/GC shall prepare, and periodically update, a preliminary Project schedule for Architect's and Owner's Authorized Representative's review and approval.
- (b) The CM/GC shall coordinate and integrate the preliminary Project schedule with the services and activities of Owner, Architect, and CM/GC. As design proceeds, CM/GC shall update the preliminary Project schedule to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a GMP proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead time procurement, and Owner's occupancy requirements showing portions of the Project having occupancy priority, provided that the date(s) of Substantial Completion shall not be modified

without Owner's prior written approval. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the CM/GC shall make appropriate recommendations to Owner's Authorized Representative and Architect.

**3.1.4** The CM/GC shall make recommendations to Architect and Owner's Authorized Representative regarding the phased issuance of Plans and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economics, time of performance, availability of labor and materials, and provisions for temporary facilities.

**3.1.5** The CM/GC shall provide the following services relating to cost estimating:

- (a) The CM/GC shall prepare, for the review of Architect and Owner's Authorized Representative and approval of Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.
- (b) When Schematic Design Documents have been prepared by Architect and approved by Owner, the CM/GC shall prepare for the review of Architect and Owner's Authorized Representative, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the CM/GC shall update and refine this estimate at appropriate intervals agreed to by Architect and Owner's Authorized Representative and CM/GC.
- (c) When Design Development Documents have been prepared by Architect and approved by Owner, the CM/GC shall prepare a detailed estimate with supporting data for review by Architect and Owner's Authorized Representative. During the preparation of the Construction Documents, the CM/GC shall update and refine this estimate at appropriate intervals agreed to by Architect and Owner's Authorized Representative and CM/GC.
- (d) If any estimate submitted to Owner exceeds previously approved estimates, or Owner's budget, the CM/GC shall make appropriate recommendations to Architect and Owner's Authorized Representative on how to stay on budget.
- (e) CM/GC shall notify Owner's Authorized Representative and Architect immediately if any construction cost estimate appears to be exceeding the construction budget
- (f) The CM/GC otherwise shall work with Architect and Owner to develop a GMP within Owner's target GMP Range and within Owner's schedule.

**3.1.6** The CM/GC shall perform the following services relating to Subcontractors and suppliers:

- (a) The CM/GC shall seek to develop Subcontractor and supplier interest in the Project, consistent with applicable legal requirements, and shall furnish to

Owner's Authorized Representative and Architect for their information a list of possible Subcontractors and suppliers, including suppliers who may furnish materials or equipment fabricated to a special design, from whom competitive bids, quotes, or proposals (collectively, "Offers") will be requested for each principal portion of the Work. Submission of such list is for information and discussion purposes only and not for prequalification. The receipt of such list shall not require Owner, Owner's Authorized Representative or Architect to investigate the qualifications of proposed Subcontractors and suppliers, nor shall it waive the right of Owner or Architect later to object to or reject any proposed Subcontractor, supplier, or method of procurement.

- (b) The CM/GC shall provide input to Owner and Architect regarding the current construction market bidding climate, status of key subcontract markets, and other local economic conditions. CM/GC shall determine the division of work to facilitate bidding and award of trade contracts, considering such factors as bidding climate, improving or accelerating construction completion, minimizing trade jurisdictional disputes, and related issues. CM/GC shall advise Owner's Authorized Representative on subcontracting opportunities for minority/women/ESB firms.

**3.1.7** The CM/GC shall recommend to Owner's Authorized Representative and Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule, which shall be procured by the CM/GC upon execution of either a GMP Amendment or Early Work Amendment covering such procurement, and approval of such schedule by Owner's Authorized Representative. The CM/GC shall expedite the delivery of long-lead time items.

**3.1.8** The CM/GC shall work with Owner's Authorized Representative and Architect in identifying critical elements of the Work that may require special procurement processes, such as prequalification of Offerors or alternative contracting methods.

**3.1.9** The CM/GC shall Work with Owner's Authorized Representative and Architect to maximize energy efficiency in the Project, including without limitation providing estimating and value engineering support for Owner's analysis and possible application for energy related incentive programs offered by local utilities.

**3.1.10** The CM/GC shall work with Owner's Authorized Representative and Architect to facilitate changes to the Project necessary to allow incorporation of any required works of art into the design and construction of the building.

## **3.2 Construction Phase Services.**

**3.2.1** Upon execution of an Early Work Amendment or GMP Amendment, the CM/GC shall provide Construction Phase Services as provided in the Contract Documents, including

without limitation providing and paying for all materials, tools, equipment, labor and professional and non-professional services, and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Work, as required by the Contract Documents, to furnish to Owner a complete, fully functional Project, capable of being fully used for its intended purposes upon completion of the Contract (or, as to an Early Work Amendment, to furnish such Work as is described in the Early Work Amendment). Construction Phase Services shall include CM Services performed during the Construction Phase.

**3.2.2** Notwithstanding any other references to Construction Phase Services in this CM/GC Contract, Preconstruction Phase Services are not included in the Construction Phase only unless (i) the parties execute a GMP Amendment or (ii) the parties execute an Early Work Amendment, defined below, which call for such services.

**3.2.3** The parties may execute one or more Early Work Amendments identifying specific Construction Phase Services that must be performed in advance of establishment of the GMP without exceeding a not-to-exceed budget, or a maximum not-to-exceed price, or a fixed price ("Early Work Price") to be stated in such Amendment, with such Amendment including all necessary Owner approvals where required. If the Early Work Price is a not-to-exceed budget, then CM/GC shall be obligated to perform the Early Work only to the extent that the Cost of Work therefor, together with the CM/GC Fee, does not exceed the Early Work Price; however if CM/GC performs Early Work with a maximum not-to-exceed price or fixed price, and incurs cost in excess of that maximum not-to-exceed price or fixed price, respectively, the CM/GC shall complete the Early Work and pay such excess cost without reimbursement. If one or more Early Work Amendments are executed, the CM/GC shall diligently continue to work toward development of a GMP Amendment acceptable to Owner, which shall incorporate the Early Work Amendments. If Owner thereafter terminates the Contract prior to execution of a GMP Amendment, the provisions of Section J.5 of the General Conditions shall apply.

**3.2.4** Prior to commencement of the Construction Phase or any Early Work Amendment, and in any event not later than mutual execution of the GMP Amendment, CM/GC shall provide to Owner a full performance bond and a payment security bond as required by Section G of the General Conditions in the amount of the GMP. If an Early Work Amendment is executed, CM/GC shall provide such bond in the amount of the Early Work Price under the Early Work Amendment. CM/GC shall provide to Owner additional or replacement bonds at the time of execution of any subsequent Early Work Amendment or GMP Amendment, in each case prior to execution of the Amendment and the supplying of any labor or materials for the prosecution of the Work covered by the Amendment, and in each case in a sufficient amount so that the total bonded sum equals or exceeds the total Early Work Price or the GMP, as the case may be. In the event of a Scope Change that increases the GMP, CM/GC shall provide to Owner an additional or supplemental bond in the amount of such increase prior to performance of the additional Work.

- 3.2.5 As provided in Section C of the General Conditions, CM/GC and all subcontractors, shall comply with ORS 279C.800 through 279C.875. The Oregon Bureau of Labor and Industries (BOLI) prevailing wage rates that will apply to the Contract shall be those in effect at the time the first Early Work Amendment is executed, or if there is no Early Work Amendment, then those prevailing wage rates in effect at the time the GMP Amendment is executed. Once established, the prevailing wage rates will then be in effect for the remainder of the Contract. The prevailing wage rates that will apply will be those set forth in the then current version of the following BOLI booklet, together with any amendments to that booklet: **"PREVAILING WAGE RATES for Public Works Contracts in Oregon"**. The Construction Phase Services will take place in Yamhill County, Oregon.
- 3.3 **Construction Management (CM) Services.** Throughout the Preconstruction Phase and Construction Phase of the Project, the CM/GC shall provide CM Services, generally consisting of coordinating and managing the building process as an independent contractor, in cooperation with Owner, Owner's Authorized Representative, Architect and other designated Project consultants (the "Construction Principals"). CM Services shall include, but are not limited to:
- 3.3.1 Providing all Preconstruction Phase Services described above;
  - 3.3.2 Developing and delivering schedules, preparing construction estimates, performing constructability review, analyzing alternative designs, studying labor conditions, coordinating and communicating the activities of the Construction Principals throughout the Construction Phase to all Construction Principals;
  - 3.3.3 Continuously monitoring the Project schedule and recommending adjustments to ensure completion of the Project in the most expeditious manner possible;
  - 3.3.4 Working with Owner, Owner's Authorized Representative, and Architect to analyze the design, participate in decisions regarding construction materials, methods, systems, phasing, and costs, and suggest modifications to achieve the goals of providing Owner with the highest quality Project within the budget, GMP and schedule;
  - 3.3.5 Providing Value Engineering ("VE") services ongoing through the Project. CM/GC shall develop cost proposals, in the form of additions to or deductions from the GMP, including detailed documentation to support such adjustments and shall submit such proposals to Owner for its approval. CM/GC shall actively participate in a formal VE study anticipated to be held at the end of the Design Development phase. CM/GC acknowledges that VE services are intended to improve the value received by Owner with respect to cost reduction or life cycle of the Project;
  - 3.3.6 Holding and conducting periodic meetings with Owner and Architect to coordinate,



update and ensure progress of the Work;

- 3.3.7** Submitting monthly written report(s) to Owner's Authorized Representative. Each report shall include, but shall not be limited to, Project updates including (i) actual costs and progress for the reporting period as compared to the estimate of costs; (ii) explanations of significant variations; (iii) work completed; (iv) work in progress; (v) changes in the work; and (vi) other information as determined to be appropriate by Owner. Oral or written updates shall be provided to Owner as deemed appropriate by the CM/GC or as requested by Owner;
- 3.3.8** Maintaining a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered, safety violations and incidents of personal injury and property damage, and other similar relevant data as Owner may reasonably require. The log shall be available to Owner and Architect on request;
- 3.3.9** Developing and implementing a system of cost control for the Work acceptable to Owner's Authorized Representative, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The CM/GC shall identify variances between actual and estimated costs and report the variances to Owner and Architect at regular intervals;
- 3.3.10** Cooperating with any and all consultants hired by Owner;
- 3.3.11** At Owner's request, cooperating and performing warranty and inspection Work for the Project through the expiration date of the applicable warranty period;
- 3.3.12** Incorporating and commissioning the inspection agents' activities into the Project schedule and coordinating Subcontractors required to participate in the commissioning and inspection process;
- 3.3.13** Performing all other obligations and providing all other services set forth in the Contract Documents; and performing all other acts and supplying all other things necessary to fully and properly perform and complete the Work as required by the Contract.
- 3.3.14** All certificates of Commercial General Liability and Automobile Insurance as required of CM/GC pursuant to Section G3 of the General Conditions, shall be delivered to Owner prior to commencement of the Construction Services Phase or any Early Work Amendments.
- 3.3.15** Hire subcontractors as described in Article 11.

**ARTICLE 4**  
**RELATIONSHIP AND ROLES OF THE PARTIES**

- 4.1 Independent Contractor.** The CM/GC is an independent contractor and not an officer, employee, or agent of Owner as those terms are used in ORS 30.265.
- 4.2 Performance of Work.** The CM/GC covenants with Owner to cooperate with Architect and Owner's Authorized Representative and utilize the CM/GC's professional skill, efforts and judgment in furthering the interests of Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in conformance with the terms and conditions of the Contract Documents and in an expeditious and economical manner consistent with the interests of Owner.
- 4.2.1** CM/GC acknowledges that Architect has the authority, but not the obligation to reject work that does not conform to the Contract Documents; and whenever Architect considers it necessary or advisable, Architect shall have authority to require inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is fabricated, installed or completed.
- 4.2.2** At all times Owner's Authorized Representative and Architect, or their agents shall have full access to the construction site for purposes of reviewing work in progress.
- 4.3 Design Consultants.** Both the CM/GC and Architect shall be given directions by Owner through Owner's Authorized Representative. The CM/GC agrees to support Owner's efforts to create a collaborative and cooperative relationship among the CM/GC, Architect, other Project consultants, and Owner's Authorized Representative.
- 4.4 Forms and Procedures.** Owner has developed or may develop procedures and forms for the administration and tracking of the Contract. The CM/GC agrees to abide by those procedures and use those forms.
- 4.5 CM/GC's Project Staff.** The CM/GC's Project staff shall consist of the following personnel:
- 4.5.1** Project Principal and Project Manager: **Brian Vinson** shall be the CM/GC's Project Principal and **Aaron Slowik** shall be CM/GC's Project Manager and one or both will supervise and coordinate all Construction Phase and Preconstruction Phase Services of CM/GC and participate in all meetings throughout the Project term unless otherwise directed by Owner. CM/GC represents that the Project Manager, or designee approved by Owner, has authority to execute Change Orders and Contract Amendments on behalf of CM/GC.

**4.5.2**        **Job Superintendent:** If Construction Phase Services are commenced, General Superintendent **David Smotherman** shall be the CM/GC's on-site job superintendent throughout the Project term.

**4.6**        **Key Persons.** The CM/GC's personnel identified in Article 4.5, and the key staff identified by name in CM/GC's Proposal to the RFP and accepted by Owner, shall be considered Key Persons and shall not be replaced during the Project without the written permission of Owner, which shall not be unreasonably withheld. If the CM/GC intends to substitute personnel, a request must be given to Owner at least 30 Days (or such shorter period as permitted by Owner) prior to the intended time of substitution. When replacements have been approved by Owner, the CM/GC shall provide a transition period of at least 10 Business Days during which the original and replacement personnel shall be working on the Project concurrently; provided, however, that Owner shall be charged and pay for only the original or the replacement personnel, but not both, for the transition period. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner.

#### **ARTICLE 5**

#### **DATE OF COMMENCEMENT; SUBSTANTIAL AND FINAL COMPLETION**

- 5.1**        **Notice to Proceed.** If Construction Phase Services are to commence as set forth in Article 3.2, then a notice to proceed will be issued by Owner to begin the designated or full Construction Phase Services ("Notice to Proceed"). It is anticipated that the Notice to Proceed will be issued on or about June, 2023. A separate Notice to Proceed shall be issued for any and every Early Work Amendment.
- 5.2**        **Completion of Project.** The CM/GC shall achieve Substantial Completion of the entire Work not later than October 2024, or the date established in the GMP Amendment whichever is later "the date of Substantial Completion".
- 5.2.1**        If CM/GC is delayed at any time in the commencement or progress of the Work by an act or neglect of Owner or Architect, or of an employee of either, or of a separate contractor employed by Owner, or by changes ordered in the Work, or by labor disputes not caused or contributed to by CM/GC or CM/GC's Subcontractors, or any person or entity for whose acts or omissions any of them are responsible, fire, unusual delay in deliveries beyond CM/GC's reasonable control, unavoidable casualties, documented adverse weather conditions abnormal for the period of time of which could not have been reasonably anticipated, cessation of the Work pursuant to the discovery by CM/GC of unanticipated contamination at the work site, including but not limited to, asbestos or polychlorinated biphenyl (PCB), or other causes beyond CM/GC's control, or by other causes which Architect determines may justify delay, then the date of Substantial Completion shall be extended by Change Order for such reasonable time as Architect may determine.

- 5.2.2** Notwithstanding the provisions in Section 5.2.1 no extensions of the date for Substantial Completion shall be allowed for delays or suspensions to the extent caused by the negligent or other wrongful acts or omissions of CM/GC, Subcontractors, or anyone for whose acts or omissions any of them are responsible, or by the failure of such persons or entities to perform as required by the Contract.
- 5.3 Time is of the Essence.** All time limits stated in the Contract Documents are of the essence.
- 5.4 Time Extensions.** Notwithstanding provisions for Contract time extensions in Section D.2 of the General Conditions, Owner and CM/GC agree that timely completion of the Work is essential to the success of the Project, and that approval for time extension shall be granted only as a last resort. CM/GC agrees to make every effort to recover "lost" time.
- 5.5 Liquidated Damages.** The parties agree that it would be extremely difficult and impracticable under the presently known and anticipated facts and circumstances to ascertain and fix with precision the actual damages Owner would incur should the Contractor delay in achieving Substantial Completion by the scheduled date of Substantial Completion, and accordingly the parties hereby agree that if the Contractor fails to achieve Substantial Completion by the scheduled date of Substantial Completion, then Owner shall be entitled to recover from the Contractor as liquidated damages for such delay, and not as a penalty, a sum for each day Substantial Completion of the Work or any milestone portion thereof is so delayed by the Contractor the sum of \$1,200 per day (the "Liquidated Damages"); it being acknowledged and agreed by the parties hereto that the Liquidated Damages relate solely to Contractor's failure to achieve Substantial Completion by the scheduled date of Substantial Completion and to no other duty or obligation of the Contractor. Owner and the Contractor agree that the Liquidated Damages are not a penalty, but instead are a good faith and reasonable estimate of the damages and loss Owner would suffer in the event the Contractor fails to achieve Substantial Completion by the scheduled date of Substantial Completion. The Liquidated Damages shall be provided as a credit in the final Application for Payment. The Liquidated Damages shall be Owner's exclusive remedy for failure by the Contractor to achieve Substantial Completion by the scheduled date of Substantial Completion (and the resulting inability to use the Project).
- 5.5.1** The CM/GC agrees to pay to Owner the liquidated damage sums set forth above for each day of delay or any fraction thereof and further agrees that Owner may deduct such sums from payments Owner otherwise owes to CM/GC under the Contract. If such deduction does not result in payment to Owner of the assessed liquidated damages in full, CM/GC shall promptly pay any and all remaining sums due to Owner upon demand.

**ARTICLE 6**  
**FEES, CONTRACT SUM AND GMP**

- 6.1 Fees; Contract Sum; GMP.** Owner shall pay CM/GC the Preconstruction Fee described in Article 6.2. In addition, for each Early Work Amendment executed by CM/GC and Owner, Owner shall pay CM/GC, as payment for the Early Work, an amount equal to the sum of the CM/GC Fee attributable to the Early Work, and the actual cost of all Early Work completed and accepted by Owner, but not exceeding the Early Work Price.

If a GMP Amendment is executed, Owner shall pay CM/GC, as payment for the Work, the "Contract Sum" which shall equal the sum of the Preconstruction Fee, the CM/GC Fee, the actual Cost of the Work including any Early Work, but not exceeding the GMP. The GMP shall be determined in accordance with the formula set forth below and as described in Article 6.3. The "Cost of the Work" is defined in Article 8. Costs in excess of the GMP shall be paid by the CM/GC without reimbursement by Owner. Changes to the GMP shall only be authorized by Amendment or Change Order that includes any necessary Owner approvals.

<b>Preconstruction Fee</b>	<b>+</b>	<b>CM/GC Fee</b>	<b>+</b>	<b>Estimated Cost of the Work (Est. COW) = GMP*</b>
Cost Reimbursement		4.75% of Est. COW		Includes CM/GC's Contingency and the
\$ 64,970.00 Maximum		Becomes Lump Sum		Maximum Cost for GC Work

\*Formula assumes no Early Work is performed.

- 6.2 Preconstruction Fee.** Owner shall pay to CM/GC the Preconstruction Fee set forth in the PSC on a cost reimbursement basis, which shall cover constructability review, value engineering, cost estimating, development of GMP, and all other Preconstruction Phase Services, as described in Article 3 and the PSC. If CM/GC's costs for provision of Preconstruction Phase Services exceed the maximum Preconstruction Fee, CM/GC shall pay such additional cost without reimbursement. CM/GC shall not be entitled to any CM/GC Fee upon the Preconstruction Fee. Owner shall pay the Preconstruction Fee on a cost-reimbursement basis with each application for payment during the Preconstruction Phase. If the total actual Preconstruction Fee is less than the maximum Preconstruction Fee used for initial calculation of the GMP as provided above, the GMP shall be reduced by the difference; provided that Owner may direct instead that any unapplied portion of the maximum Preconstruction Fee be applied to Construction Phase Services, in which case the GMP shall not be reduced by the portion so applied. Except to the extent the parties may expressly agree to the contrary in the GMP Amendment, no Preconstruction Fee or other fee, compensation or reimbursement shall be payable to CM/GC with respect to Preconstruction Services performed after execution of the GMP Amendment.

- 6.3 Establishment of CM/GC Fee; Adjustments to CM/GC Fee.**

- 6.3.1** The "CM/GC Fee" shall be a fixed dollar lump sum to be identified in the GMP Amendment, and shall be calculated as 4.75% of the Estimated Cost of the Work at the

time of establishment of the GMP. In making such calculation, the Estimated Cost of the Work shall exclude the Preconstruction Fee, the CM/GC Fee itself, and any other cost or charge which this CM/GC Contract states is not to be included in calculating the CM/GC Fee, but shall include Allowances, selected alternates, Maximum Cost for GC Work, and reasonable CM/GC contingencies as designated in the GMP Supporting Documents. The CM/GC Fee is inclusive of profit, overhead, and all other indirect or nonreimbursable costs, including but not limited to those identified in the Exhibit C Matrix as being included in the CM/GC Fee. No additional markup will be paid to the CM/GC for change order or force account work or for subcontracted labor or materials.

**6.3.2** Notwithstanding anything to the contrary in the General Conditions, Owner shall pay the CM/GC Fee ratably with each application for payment during the Construction Phase. In the case of Early Work, the CM/GC Fee shall be the above percentage multiplied by the actual Cost of the Early Work, until such time as a GMP Amendment is executed, at which time such CM/GC Fee payments shall be credited against the CM/GC Fee fixed therein.

**6.3.3** Notwithstanding any provision of Section D.1.3 of the General Conditions to the contrary, and unless the parties agree in writing to the contrary, any Amendment or Change Order that increases or decreases the GMP shall adjust the CM/GC Fee then in effect by the multiplying the percentage shown in Article 6.3.1 by the change in the Estimated Cost of the Work reflected in such approved Amendment or Change Order. In addition, if the Contract is terminated for any reason prior to full completion of the Work (including, without limitation, termination during or following performance of Early Work), the CM/GC Fee shall be limited to the total CM/GC Fee multiplied by the percentage of Work completed and accepted at the time of termination. The CM/GC Fee shall not be subject to adjustment for any other reason, including, without limitation, schedule extensions or adjustments, Project delays, unanticipated costs, or unforeseen conditions.

#### **6.4 Determination of GMP.**

**6.4.1** CM/GC shall deliver to Owner's Authorized Representative a proposed GMP and GMP Supporting Documents at a time designated by Owner during the Preconstruction Phase. If any actual subcontract Offers are available at the time the GMP is being established, CM/GC shall use those subcontract Offers in establishing the GMP.

**6.4.2** As the Plans and Specifications may not be developed to the stage of biddable design documents at the time the GMP proposal is prepared, the CM/GC shall provide in the GMP for further development of the Plans and Specifications by Architect that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order or Amendment with a corresponding GMP adjustment.



- 6.4.3** The CM/GC shall include with its GMP proposal a written statement of its basis (the "GMP Supporting Documents"), which shall include:
- (a)** A list of the Plans and Specifications, including all addenda thereto and the conditions of the Contract, which were used in preparation of the GMP proposal.
  - (b)** A list of allowances and a statement of their bases.
  - (c)** A list of the clarifications and assumptions made by the CM/GC in the preparation of the GMP proposal to supplement the information contained in the Plans and Specifications.
  - (d)** The proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, and other items and the associated fees that comprise the GMP.
  - (e)** The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.
- 6.4.4** The CM/GC shall meet with Owner's Authorized Representative and Architect to review the GMP proposal and the written statement of its basis. If Owner's Authorized Representative or Architect discovers any inconsistencies or inaccuracies in the information presented, they shall promptly notify the CM/GC, who shall make appropriate adjustments to the GMP proposal, its basis or both.
- 6.4.5** Prior to Owner's acceptance of the CM/GC's GMP proposal and issuance of a Notice to Proceed, the CM/GC shall not incur any cost to be reimbursed as part of the Cost of the Work, except as specifically provided in an Early Work Amendment.
- 6.4.6** Owner shall authorize and cause Architect to revise the Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Amendment. Such revised Plans and Specifications shall be furnished to the CM/GC in accordance with schedules agreed to by Owner's Authorized Representative, Architect and CM/GC. The CM/GC shall promptly notify Architect and Owner's Authorized Representative if such revised Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.
- 6.4.7** The GMP shall include in the Estimated Cost of the Work only those taxes which are enacted at the time the GMP is established.
- 6.4.8** The Estimated Cost of the Work shall include a CM/GC contingency fund consisting of a sum established by the CM/GC for the CM/GC's exclusive use to cover additional development of Plans and Specifications and unanticipated

costs and unforeseen conditions which are properly reimbursable as Cost of the Work but which are not the basis for a Change Order. The CM/GC's contingency shall be used for, unanticipated costs and unforeseen conditions, including work within the scope of the Project, and any other conditions CM/GC reasonably should have anticipated might be encountered on a site like the Newberg Dundee Bypass Trail. The CM/GC shall provide advance written notice to Owner's Authorized Representative each time the CM/GC proposes to use its contingency, which notice shall include the purposed purpose for such use, and shall seek the agreement and approval of Owner prior to the contingency use.

- 6.4.9** The CM/GC shall work with Architect and Owner to identify and confirm components and systems not specifically shown but required for a complete, fully functional Project. Owner's Authorized Representative will direct Architect to complete the final Construction Documents in accordance with the Project scope agreed upon by all parties at the time the GMP is established.
- 6.4.10** Notwithstanding the level of detail represented in the GMP Supporting Documents, the CM/GC shall represent and warrant, at the time that it submits the GMP that the GMP includes the entire cost of all components and systems required for a complete, fully functional facility.
- 6.5 Failure to Furnish an Acceptable GMP.** If the CM/GC does not furnish a GMP acceptable to Owner within Owner's Target GMP Range, or if Owner determines at any time in its sole discretion that the parties may fail to reach a timely agreement on a GMP acceptable to Owner, Owner may terminate the Contract without liability, and the CM/GC shall not receive additional compensation beyond the Preconstruction Fee under the Contract and sums due under any Early Work Amendment. Termination under this provision shall proceed under Section J.5 of the General Conditions as a termination for Owner's convenience. CM/GC further agrees that Owner shall not be liable for any damages whether actual, consequential or otherwise for termination of the Contract under this provision.
- 6.6 Acceptance of GMP.** Upon acceptance of the GMP by Owner, the parties shall execute a GMP Amendment.
- 6.7 Owner Savings.** If the sum of the Preconstruction Fee, plus the CM/GC Fee, plus the actual and final Cost of the Work (the Contract Sum as defined in Article 6.1), is less than the GMP, the savings shall accrue to Owner.
- 6.8 Allowance Work.**

  - 6.8.1** CM/GC shall not perform any Allowance Work without prior execution by Owner's Authorized Representative of a Change Order approving the Specifications for the Allowance Work and the price thereof.

- 6.8.2 Owner shall be entitled to apply any Allowance line items that are not been fully expended to other line item Allowances that have been fully expended, without any resulting increase in the GMP.
- 6.8.3 If the total Cost of the Allowance Work exceeds the total Allowances within the GMP, CM/GC shall not perform any Allowance Work in excess of such amount until either (i) the parties agree that the additional Allowance work will be performed within the then-current GMP or (ii) a GMP Amendment is executed to increase the GMP by the excess cost of the Allowance work.
- 6.8.4 The Contract Sum shall not include any Allowance items not identified in the GMP Amendment or the GMP Supporting Documents until such allowance item is reduced to a fixed price by Change Order or Amendment.
- 6.8.5 If at the Final Completion of the Project, any portion of the Allowance funds remains unexpended, the GMP shall be reduced by a corresponding amount via a Change Order or Amendment.
- 6.9 **Reallocating Projected Cost Underruns after Bid (Offer) Buyout.** As soon as possible after the awarding of the Work to the primary Subcontractors, CM/GC shall review projected costs and provide Owner with a buy-out status report showing any projected cost underruns, reconciling accepted Offers and other reasonably anticipated costs, to the cost estimate used by CM/GC to establish the GMP. CM/GC shall include with its report any underlying documentation requested by Owner used to develop or support such report. CM/GC shall also consider the reduced risk associated with known subcontracting costs, and the impact that reduced risk has on the amount of the CM/GC's Contingency. The parties shall negotiate in good faith to execute a Change Order transferring an appropriate portion of any projected cost underruns to an Owner-controlled contingency fund to be held within the GMP to pay for additional costs arising from (a) any Owner- directed or approved change to the Work, (b) schedule changes that would otherwise entitle CM/GC to an increase in the GMP, (c) Allowance items after exhaustion of all Allowances, (d) selection by Owner of more expensive alternates than those used for calculation of the GMP, (e) Owner selection of substitutions that increase the Cost of the Work, or (f) any other costs which otherwise would entitle CM/GC to an increase in the GMP. Any transfer of projected cost underruns from CM/GC's contingency to the Owner-controlled contingency fund will not affect CM/GC's obligation to furnish Owner with a complete, fully functional facility within the GMP without use of the funds transferred to Owner-controlled contingency fund unless such funds are released by Owner for the purposes set forth in (a) through (f) of this Article 6.9. Any transfer of funds to Owner-controlled contingency fund will not reduce the CM/GC Fee, nor will any subsequent release and use of funds from Owner-controlled contingency fund for the purposes set forth in (a) through (f) of this Article 6.9 increase the CM/GC Fee.

**ARTICLE 7**  
**CHANGES IN THE WORK**

- 7.1 Price Adjustments.** Adjustments to the Estimated Cost of the Work required by changes in the Work shall be determined by any of the methods listed in Section D of the General Conditions, except an adjustment based upon fixed pricing or unit pricing:
- 7.1.1** The overhead and profit markup for the CM/GC shall be limited to the CM/GC Fee adjustment, if any, permitted under Article 6.3 of this CM/GC Contract;
  - 7.1.2** The increase or decrease in the Estimated Cost of the Work, other than for subcontract work, shall be calculated pursuant to Articles 8 and 9 of this CM/GC Contract, instead of being based on CM/GC's Direct Costs as defined in the General Conditions; and
  - 7.1.3** In calculating adjustments to subcontracts, unless the parties agree otherwise, the change shall be limited to the Subcontractor's Direct Costs plus the supplemental mark-up provided in Section D of the General Conditions, and shall not be modified by Articles 8 and 9 of this CM/GC Contract.
- 7.2 Adjustments to GMP.** Adjustments to the GMP after execution of the GMP Amendment may be made only (i) in the event of Scope Changes or (ii) as otherwise expressly provided in this CM/GC Contract, and then only in accordance with the following procedure:
- 7.2.1** CM/GC shall review subsequent iterations of the Plans and Specifications as they are prepared to determine whether, in the opinion of CM/GC, they result in a Scope Change so that it can be determined if an adjustment to the GMP is warranted.
  - 7.2.2** Changes to the GMP shall be initiated by written notice by one party to the other ("GMP Change Request"). CM/GC shall deliver any such GMP Change Request to Architect and Owner's Authorized Representative promptly after becoming aware of any Scope Change if, in CM/GC's opinion, it constitutes grounds for adjustment of the GMP. Any GMP Change Request shall include a proposal as to the appropriate GMP adjustment with respect to the Scope Change at issue.
  - 7.2.3** CM/GC shall submit its GMP Change Requests as soon as possible, and CM/GC shall not be entitled to claim a GMP increase unless CM/GC submitted a GMP Change Request to Owner's Authorized Representative and to Architect within the earlier of (a) 10 Days after CM/GC has received the information constituting the basis for the claim, or (b) as to Work not yet bid or proposed, prior to submission of solicitations for such Work and as to Work already solicited, prior to commencement of the portion of the Work for which CM/GC intends to claim a Scope Change; and (c) in any event, prior to CM/GC's signing of a Change Order for the Scope Change.

- 7.2.4 Owner may, at any time, submit a GMP Change Request requesting a reduction of the GMP, which shall include Owner's basis for such request, which may include, for example, reduction of the CM/GC's Contingency after further development of the Plans and Specifications that form the basis for the original GMP Amendment, and/or unused Allowances.
- 7.2.5 CM/GC shall work with Architect to reconcile all differences in its GMP Change Request within seven Days from the date of submission of the GMP Change Request. "Reconciled" means that the CM/GC and Architect have verified that their assumptions about the various categories are the same, and that they have identified the reason for differences in the GMP Change Request and Architect's position. CM/GC shall submit the Reconciled GMP Change Request to Owner, which submission shall be a condition to any CM/GC claim for a GMP increase.
- 7.2.6 If the Reconciled GMP Change Request is not acceptable to Owner, CM/GC agrees to work with Owner and Architect to provide a GMP Change Request that is acceptable to Owner.
- 7.2.7 CM/GC agrees to make all records, calculations, drawings and similar items relating to GMP Change Request available to Owner and to allow Architect and Owner access and opportunity to view such documents at CM/GC's offices. Upon Owner's reasonable notice, CM/GC shall deliver two copies of such documents to Owner and Architect at any regular meeting or at the Site.
- 7.2.8 GMP increases, if any, shall not exceed the increased Cost of the Work arising from the Scope Change (whether based on agreed fixed pricing, or the estimated Cost of the Work increase based on cost-reimbursable pricing), reconciled in accordance with the above provisions, as arising from the incident justifying the GMP increase, plus or minus the CM/GC Fee applicable to such change in the Cost of the Work.
- 7.2.9 Except as provided in this Article 7.2, adjustments to the GMP shall be reconciled in accordance with Section D of the General Conditions.

**7.3 Execution by Owner.** Architect has no authority to execute Change Orders or Amendments on behalf of Owner, and only Owner's Authorized Representative may do so. However, as provided in the definitions for "Owner's Authorized Representative" and "Architect/Engineer in Section A.1 of the General Conditions, Owner may by written notice to the CM/GC delegate responsibilities of Owner's Authorized Representative to Architect/Engineer.

**ARTICLE 8**  
**COST OF THE WORK**  
**(To Be Reimbursed)**

**8.1 Cost of the Work.** The term "Cost of the Work" shall mean the following costs. The Cost of the Work shall include only those items necessarily and reasonably incurred by CM/GC in the proper performance of the Work and specifically identified in this Article 8, and only to the extent that they are directly related to the Project.

**8.2 Labor Costs.**

**8.2.1** Wages of construction workers directly employed by the CM/GC to perform the construction of the Work at the site.

**8.2.2** Wages and salaries of the CM/GC's supervisory and administrative personnel (i) stationed at the site, or (ii) engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work with Owner, or otherwise engaged and off the site when specifically related to the Project, and (iii) under either clause (i) or (ii), only with Owner's prior written approval, and only for that portion of their time directly required for the Work.

**8.2.3** Fringe benefit costs paid or incurred by the CM/GC for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining contracts and, for personnel not covered by such contracts, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Articles 8.2.1 through 8.2.2.

**8.3 Subcontract Costs.**

**8.3.1** CM/GC's actual payment to Subcontractors pursuant to CM/GC's contract with such Subcontractor for the Work on the Project. No amount paid by or payable to any such Subcontractor other than the fixed or cost reimbursement price of its subcontract shall be included in the Cost of the Work, unless otherwise approved in writing by Owner.

**8.4 Costs of Materials and Equipment Incorporated in the Work or Stored On Site.**

**8.4.1** Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed Work.

**8.4.2** Costs of materials in excess of those actually installed, but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be delivered to Owner at the completion of the Work or, at Owner's option, shall be sold by the CM/GC. Any sale shall be commercially reasonable and CM/GC shall provide



accounting for such a sale within 15 Days of the transaction. Net amounts realized, if any, from such sales shall be credited to Owner as a deduction from the Cost of the Work.

**8.5 Costs of Miscellaneous Equipment and Other Items; Equipment Rental Charges.**

- 8.5.1** Costs, including transportation, installation, maintenance, dismantling and removal, of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the CM/GC at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the CM/GC; provided that Owner at Owner's option may require that CM/GC deliver to Owner (at no charge) at the end of the Project any of such items procured for this Project. Cost for items previously used by the CM/GC shall mean fair market value. CM/GC shall charge no additional administrative or other mark-up for purchased items. The CM/GC shall document all small tools purchased for the Project via invoices in monthly billing, and shall document the disposition of small tools which have an individual price that exceeds \$150.00. A copy of such disposition log shall accompany the payment application whenever these items are included in the application.
- 8.5.2** Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the CM/GC at the site, whether rented from the CM/GC or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be according to industry standards, shall not exceed 100% of the rental rates published from time to time in the Rental Rate Blue Book for Construction Equipment, prepared by Machinery Information Division of Primedia Information Incorporated in effect at the time of rental, shall not exceed acquisition costs, and for individual items exceeding \$ 500.00, will be subject to Owner's prior approval. CM/GC shall deliver to Owner's Authorized Representative a list of published rates from time to time at Owner's request. For all items rented or leased, the CM/GC shall charge Owner only the rental charge incurred by CM/GC with no additional administrative or other mark-up. CM/GC shall make efforts and use its best skills and judgment to procure equipment in the most expeditious and economical manner consistent with the interest of Owner. Efforts shall include, but not be limited to, providing Owner with a rent/buy analysis so that Owner may elect for CM/GC to procure the item in lieu of rental if the facility at issue is expected to be rented for six months or longer. Such rent/buy analysis shall include, where available, a leasing rate commensurate with the expected term of rental of the facility at issue.
- 8.5.3** Costs of removal of debris from the site and "clean up" as required in Section F of the General Conditions.
- 8.5.4** Cost of long-distance telephone calls, communication devices, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of

the site office, which are solely for the benefit of the Work.

- 8.5.5** That portion of the travel and subsistence expenses of the CM/GC's personnel determined by Owner to be reasonable and necessary, at Owner approved rates, incurred while traveling in discharge of duties connected with the Work. Main office staff travel shall not be reimbursed unless approved in advance by Owner. These travel costs shall be reimbursed only to the extent allowed under the State of Oregon travel reimbursement guidelines ("State Travel Rules") applicable to Owner and only at approved State travel rates. CM/GC personnel who are scheduled to work at the Project site for less than six months may receive a subsistence per diem preapproved by Owner in accordance with State Travel Rules if their place of residence is greater than 60 miles from the Project site; provided no such personnel shall be entitled to such per diem reimbursement beyond such six-month period.

**8.6 Other Costs.**

- 8.6.1** That portion of premiums for insurance directly attributable to the Contract, including the deductible for builders all/risk insurance, and payment, performance and public works bond premiums as required by Section G of the General Conditions (but excluding premiums for Subcontractor bonds unless authorized by Owner). CM/GC's charge to Owner for all bonds and insurance shall be limited to the CM/GC's verifiable costs for those items.
- 8.6.2** Sales, use or similar excise taxes imposed by a governmental authority which are directly related to the Work and for which the CM/GC is liable.
- 8.6.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the CM/GC is required by the Contract Documents to pay.
- 8.6.4** CM/GC deposits lost for causes other than the CM/GC's fault or negligence.
- 8.6.5** Costs of drawings, Specifications and other documents required to complete the Work, except as provided by Owner or Architect.
- 8.6.6** Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by Owner.
- 8.7 Costs to Prevent Damage or Injury in Emergencies.** The Cost of the Work shall also include costs which are incurred by the CM/GC in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
- 8.8 Costs For General Conditions Work.** CM/GC shall be paid on a cost reimbursable maximum not-to-exceed price basis as payment for the GC Work, including all labor, materials, and direct and indirect costs thereof. The maximum not-to-exceed amount

for GC Work shall be established in each Early Work Amendment or the GMP Amendment, as applicable. To the extent any GC Work is otherwise described above in this Article 8, CM/GC's compensation for the same is included in the Cost for GC Work and shall not otherwise be charged as Cost of the Work. (See Exhibit C). The Cost for GC Work, less 5% retainage thereon, shall be paid monthly on a reimbursable basis over the number of months of the scheduled Construction Phase, including any period of Early Work, commencing with the first progress billing after commencement of the scheduled Construction Phase or Early Work Period. However, no adjustment in the maximum amount payable for General Conditions Work will be made if the actual construction period or Early Work period is shorter or longer than the number of months scheduled for the Construction Phase or Early Work period, unless such period is extended because of an Owner-requested delay.

**ARTICLE 9**  
**COSTS EXCLUDED FROM COST OF WORK**  
**(Not to Be Reimbursed)**

- 9.1 Costs Excluded from Cost of Work.** The following shall not be included in the Cost of the Work:
- 9.1.1** Salaries and other compensation of the CM/GC's personnel stationed at the CM/GC's principal office or offices other than the site office except as allowed under Articles 8.2.2 and 8.2.3.
  - 9.1.2** Expenses of the CM/GC's principal office and offices other than the site office.
  - 9.1.3** Building Permits and Fees paid by Owner.
  - 9.1.4** Any overhead and general expenses, except as may be expressly included in Article 8.
  - 9.1.5** CM/GC's capital expenses, including interest on the CM/GC's capital employed for the Work.
  - 9.1.6** Rental cost of machinery and equipment, except as provided in Article 8.5.2
  - 9.1.7** Any cost associated with the Project not specifically and expressly described in Article 8.
  - 9.1.8** Costs due to the fault or negligence of the CM/GC, Subcontractors, suppliers, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable.
  - 9.1.9** The cost of correction of any repair work, nonconforming or defective work, or warranty work.

- 9.1.10 Merit, safety, or other incentive payments, bonuses or awards, or any expenses in connection therewith, except as provided in Article 8.
- 9.1.11 Fines and penalties.
- 9.1.12 Except for Early Work, the cost of Preconstruction Phase Services.
- 9.1.13 The Cost of the Work for GC Work in excess of the maximum not-to-exceed cost established for GC Work.
- 9.1.14 Any costs in excess of the GMP.

**ARTICLE 10**  
**DISCOUNTS, REBATES AND REFUNDS**

- 10.1 **Discounts, Rebates and Refunds.** Cash discounts obtained on payments made by the CM/GC shall accrue to Owner. Trade discounts, rebates, refunds and net amounts received from sales of surplus materials and equipment shall accrue to Owner, and the CM/GC shall make provisions so that they can be secured.
- 10.2 **Amounts Credited to Owner.** Amounts which accrue to Owner in accordance with the provisions of Article 10.1 shall be credited to Owner as a deduction from the Cost of the Work.

**ARTICLE 11**  
**SUBCONTRACTS AND OTHER CONTRACTS**

- 11.1 **General Subcontracting Requirements and Diversity Plan.**
  - 11.1.1 Other than Work performed pursuant to Articles 11.4 or 11.5 of this CM/GC Contract, CM/GC shall subcontract the Work to Subcontractors other than the CM/GC and its Affiliates. If CM/GC elects to bid on any Work, CM/GC shall inform Owner of its intention to do so prior to the bid date for that Work.
  - 11.1.2 The means and methods and efforts described in CM/GC's Workforce Diversity Plan (which are incorporated herein by reference) included with CM/GC's proposal to the Request for Proposals that resulted in this CM/GC Contract are hereby made a part of this CM/GC Contract and constitute performance obligations under this CM/GC Contract. CM/GC is not required to achieve any specific goal or results but shall employ the means and methods and efforts described in its Workforce Diversity Plan. The CM/GC shall take the actions specified in ORS 200.045(2) and (3) to make good faith efforts to subcontract with Minority, Women and Emerging Small Business Enterprises. Compliance shall include pass-through requirements for Subcontractor

demonstrations of good faith efforts for all subcontract Offer packages, for which set goals shall not be utilized.

**11.1.3** The CM/GC shall report to Owner on the results of its Workforce Diversity Plan and good faith efforts of compliance required in Article 11.1.2 following award of all subcontracts. The CM/GC shall also submit quarterly reports to Owner describing its efforts under Article 11.1.2 and listing Work contracted to date with Minority, Women and Emerging Small Business Enterprises. In addition to any of the other actions or remedies available to Owner for CM/GC's failure to comply with Article 11.1.2 or this Article 11.1.3, Owner may withhold any payments otherwise due until the required reporting has been received.

**11.2 CM/GC's Obligations under Subcontracts.**

**11.2.1** No use of a Subcontractor or supplier shall relieve the CM/GC of any of its obligations or liabilities under the Contract. Except as may expressly otherwise be provided in the Contract, the CM/GC shall be fully responsible and liable for the acts or omissions of all Subcontractors and suppliers including persons directly or indirectly employed by them. The CM/GC shall have sole responsibility for managing and coordinating the operations of its Subcontractors and suppliers, including the settlement of disputes with or between the CM/GC and any such Subcontractor or supplier.

**11.2.2** The CM/GC shall include in each subcontract and require each Subcontractor to include in any lower tier subcontract, all provisions necessary to make all of the provisions of the Contract Documents, including the General Conditions, fully effective as applied to Subcontractors. CM/GC shall indemnify Owner for any additional cost based on a subcontractor claim which results from the failure of CM/GC to incorporate the provisions of this CM/GC Contract in each subcontract. The CM/GC shall provide all necessary Plans, Specifications, and instructions to its suppliers and Subcontractors to enable them to properly perform their work.

**11.2.3 Retainage from Subcontractors.** Except with Owner's prior approval, payments to Subcontractors shall be subject to retainage of no more than 5%. Owner and the CM/GC shall agree upon a mutually acceptable procedure for review and approval of payments and retainage for Subcontractors.

**11.3 Subcontractor Selection.**

**11.3.1** Unless otherwise provided under this Article 11, the selection of all Subcontractors and suppliers shall be made by competitive Offers in a manner that will not encourage favoritism or substantially diminish competition. The process shall conform to the following procedures, in general compliance with the open and competitive nature of public procurement, taking into account industry subcontracting practices.

**11.3.2** CM/GC shall submit to Owner's Authorized Representative its proposed procurement documents for review and comment before they are issued for solicitation. CM/GC shall consider and respond to all Owner comments regarding any proposed Offer packages. As Offers are received, CM/GC shall submit to Owner an Offer comparison in a mutually agreeable form together with any specific back-up documentation requested by Owner. The competitive process used to award subcontracts by the CM/GC may be monitored by Owner's Authorized Representative; provided that such monitoring shall not excuse CM/GC from compliance with the subcontracting requirements of this CM/GC Contract. CM/GC shall cooperate in all respects with Owner's monitoring. Owner's Authorized Representative shall be advised in advance of and be given the opportunity to be present at Offer openings, and CM/GC shall provide him or her with a summary or abstract of all Offers in form acceptable to Owner's Authorized Representative, and copies of particular Offers if requested, prior to CM/GC's selection of Offerors. Prior to opening Offers, the CM/GC agrees to disclose in writing to Owner any financial interest it has in any such Subcontractor, supplier or other contracting party whenever such Subcontractor, supplier or contracting party intends to compete on any Project work, directly or indirectly, including whether such party is an Affiliate of CM/GC.

**11.3.3** The following minimum requirements apply to the Subcontract solicitation process:

- (a) Solicitations shall be advertised at least 10 Days prior to opening in the Daily Journal of Commerce and at least one other newspaper specifically targeted to reach the Minority, Women and Emerging Small Business audience. CM/GC also agrees to advertise in the Newberg Graphic newspaper, in order to allow for local participation in the solicitation process.
- (b) Unless specific other prior arrangement has been made with Owner, all Offers will be written, and submitted to a specific location at a specific time. CM/GC shall time-stamp all Offers as received. Subcontractors must be qualified to perform the Work for this Project by being appropriately registered with the State of Oregon Construction Contractors Board.
- (c) If fewer than three (3) Offers are submitted in response to any solicitation (inclusive of any Offer submitted by CM/GC), prior written approval by Owner shall be required to accept an Offer.
- (d) CM/GC may develop and implement a prequalification process for particular solicitations, followed by selection of successful Offers among those Offerors that CM/GC determines meet the prequalification standards, with Owner's prior written approval of such prequalification process.
- (e) The CM/GC shall comply, and require Subcontractor compliance, with the State of Oregon Bureau of Labor & Industries prevailing wage rate requirements. The



wage rates that apply to this Project are described in Article 3.2.5.

- (f) Owner may at its sole discretion, require CM/GC to re-solicit for Offers based on the same or modified documents.
- (g) CM/GC shall review all Offers and shall work with Offerors to clarify Offers, reduce exclusions, verify scope and quantities, and seek to minimize work subsequently awarded via the Change Order process.
- (h) The CM/GC shall document any and all discussions, questions and answers, modifications and responses to and from any Offeror and ensure that the same are distributed to all Offerors, and Owner shall be entitled to inspect such documentation on request.
- (i) CM/GC shall determine the lowest Offer for each solicitation that meets CM/GC's reasonable performance standards for the components of the Work at issue; provided that if CM/GC determines it is unable to execute a suitable subcontract with such Offeror, CM/GC may, with Owner's prior approval, execute a subcontract with the second-lowest Offeror pursuant to Article 11.3.4 below.

**11.3.4** Under special circumstances and only with prior written authorization by Owner, Work may be subcontracted on other than a low price basis, including without limitation, through competitive negotiation. As a condition to its authorization, Owner may require CM/GC's agreement to establish and implement qualification and performance criteria for Offerors, including a scoring system within requests for proposals. Examples include: where there are single fabricators of materials; special packaging requirements for Subcontractor work; design-build work or, where an alternative contracting method can be demonstrated to clearly benefit Owner.

**11.3.5** CM/GC shall notify Owner in writing in advance before award of any proposed Subcontract, which notice shall include summaries in a form acceptable to Owner of all Offers received for the Subcontract at issue. Owner reserves the right to disapprove any proposed Subcontractors, suppliers and Subcontract or supply contract awards, based on legal standards of responsibility. Owner shall not unreasonably disapprove any proposed Subcontractor or supplier and increased costs due to Owner's disapproval shall be cause for an increase in the GMP.

**11.3.6** CM/GC's subcontracting records shall not be considered public records; provided, however, that Owner and other agencies of the State shall retain the right to audit and monitor the subcontracting process in order to protect Owner's interests.

#### **11.4 CM/GC Field Work.**

**11.4.1** The CM/GC or its Affiliate may provide CM/GC Field Work required to complete the

Project with its own forces, without the necessity of subcontracting such work.

- 11.4.2** Except as provided in Article 11.4.1, any other portion of the Work proposed to be performed by CM/GC or any Affiliate, including without limitation provision of any materials, equipment, or supplies, shall be subject to the provisions of Article 11.5.

**11.5 Subcontracting by CM/GC.**

- 11.5.1** Except to the extent otherwise approved in advance in writing by Owner's Authorized Representative, the CM/GC or its Affiliates may submit an Offer in accordance with Article 11.3 to do Work with its own forces, provided at least 50% of the labor by such work unit is performed by employees of the CM/GC or such Affiliate. If CM/GC is selected to perform the work, the overhead and markup paid to CM/GC shall be limited to its CM/GC Fee percentage, and the markups applicable to Change Order Work or subcontracted work set forth in the General Conditions shall not apply. The CM/GC shall clearly identify any Work for which it was the winning bidder in the supporting documentation and invoicing for payments so it can be easily determined that the Work was provided within CM/GC's bid price.

- 11.5.2** For those items for which the CM/GC or any of its subsidiaries intends to submit an Offer, such intent must be publicly announced with the solicitation for Offers required by Article 11.3.1, and Owner notified in writing. All Offers for this work shall be delivered to Owner and publicly opened by Owner at an announced time, date, and place.

- 11.6 Protests.** CM/GC, acting as an independent contractor, shall include in the competitive process to award all subcontracts, a protest process for Subcontractors and suppliers that are competing Offerors, which process shall be subject to approval by Owner. CM/GC shall be solely responsible for resolving the procurement protests of Subcontractors and suppliers. CM/GC shall indemnify, defend, protect and hold harmless Owner from and against any such procurement protests and resulting claims or litigation. CM/GC shall act as an independent contractor, and not an agent of Owner, in connection with any procurement protest. The provisions of this Article 11 are solely for the benefit of Owner, and do not grant any rights or remedies (including third party beneficiary rights) to any Offeror or other protester, in connection with any procurement protest or claim.

**ARTICLE 12 ACCOUNTING**  
**RECORDS**

- 12.1 Accounting; Audit Access.** The CM/GC shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract; the accounting and control systems shall be satisfactory to Owner. Owner and Owner's representatives, including the Oregon Secretary of State accountants and auditors, shall be afforded reasonable and regular access to the CM/GC's records,

books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Contract, and the CM/GC shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

- 12.2 Periodic and Final Audits.** Owner may, at its discretion, perform periodic audits of the Cost of the Work and any other reimbursable costs associated with the Project. Owner intends to conduct a final audit of reimbursable costs prior to the Contract closeout. The CM/GC shall cooperate fully with Owner in the performance of such audits. Disputes over audit findings or conclusions shall be subject to the process set forth in Article 14.4.

### **ARTICLE 13 PROGRESS PAYMENTS**

- 13.1 Integration with General Conditions.** The requirements of this Article 13 and Article 14 are in addition to, and not in lieu of, the requirements of Section E of the General Conditions. In the event of conflict between the provisions of Articles 13 and 14 and Section E, the provision more favorable to Owner shall control. Without limitation, the provisions of Articles 13.3 and 13.4 shall control over the corresponding provisions of Section E.2.5 of the General Conditions.
- 13.2 Progress Payments.** Based upon applications for payment submitted pursuant to Section E of the General Conditions, Owner shall make progress payments on account of the Preconstruction Fee, Cost of the Work, and associated CM/GC Fee, less 5% retainage, to the CM/GC as provided below and elsewhere in the Contract Documents. A progress payment shall not be considered acceptance or approval of any Work or waiver of any defects therein. All progress payment requests shall include the forms designated by Owner stating that all of the Contractor's obligations to date relating to the Work have been paid. Reference Exhibit F, Conditional and Unconditional Waiver and Release forms.
- 13.3 Percentage of Completion.** Applications for payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the application for payment. The percentage of completion shall be the lesser of (i) the percentage of that portion of the Work which has actually been completed; or (ii) the percentage obtained by dividing (a) the expense that has actually been incurred by the CM/GC on account of that portion of the Work for which the CM/GC has made or intends to make actual payment prior to the next application for payment by (b) the share of the GMP allocated to that portion of the Work in the Schedule of Values.
- 13.4 Calculation of Payment.** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- (a) Take that portion of the GMP properly allocable to completed Work as

determined by multiplying the percentage of completion of each portion of the Work under the Schedule of Values by the share of the GMP allocated to that portion of the Work in the Schedule of Values. Pending final determination of cost to Owner of changes in the Work, amounts not in dispute shall be included;

- (b) Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored and otherwise in compliance with Section E.2.3 of the General Conditions;
- (c) Add the CM/GC's Fee. The portion of the CM/GC's Fee payable shall be an amount that bears the same ratio to CM/GC Fee as sum of the amounts in the two preceding Clauses bears to the estimated probable Cost of the Work described in Article 6.1, but in no event causing total CM/GC Fee payments to exceed the total CM/GC Fee;
- (d) Subtract the aggregate of previous payments made by and retained by Owner;
- (e) Subtract the shortfall, if any, indicated by the documentation required to substantiate prior applications for payment, or resulting from errors subsequently discovered by Owner in such documentation;
- (f) Subtract any amounts for which Owner's Authorized Representative has withheld or denied payment as provided in the Contract Documents; and
- (g) Subtract 5% retainage on the entire progress payment.

**13.5 Certification by Architect.** Notwithstanding anything in this Article stated to the contrary, all requests for payment by CM/GC, including but not limited to, Progress Payments and the Final Payment set forth in Article 14 shall be first presented to Architect for evaluation who will then certify them for payment by Owner. Architect's certification and review shall determine to Architect's best information and belief that the work has progressed to the point indicated in the payment request and the work complies with the contract document.

#### **ARTICLE 14 FINAL PAYMENT**

**14.1 Final Payment Accounting.** CM/GC shall submit to Owner and Architect a final detailed accounting of the Cost of the Work together with CM/GC's final application for payment.

**14.2 Calculation of Final Payment.** The amount of the final payment shall be calculated as follows:

- 14.2.1** Take the sum of the CM/GC Fee, plus the Preconstruction Fee, plus the actual Cost of the Work substantiated by the CM/GC's final accounting. Said sum shall not exceed the GMP.
- 14.2.2** Subtract amounts, if any, for which Owner's Authorized Representative withholds, in whole or in part, approval of payment.
- 14.2.3** Subtract the aggregate of previous payments made by Owner to CM/GC. If the aggregate of previous payments made by Owner exceeds the amount due the CM/GC, the CM/GC shall reimburse the difference to Owner within 30 Days with interest at the rate applicable to Owner payments under the General Conditions.
- 14.3 Final Payment Review.** Owner and Architect will review and report to CM/GC in writing their assessment of CM/GC's final accounting within 30 Days after delivery of the final accounting to Architect. Based upon the Cost of the Work substantiated in CM/GC's final accounting, and provided all other conditions of the Contract have been met, and after receipt of Architects certification for payment or nonpayment, Owner will pay CM/GC's final application within 10 days, or notify the CM/GC in writing of Owner's reasons for withholding approval of any part of the application for payment, which disapproval shall include Owner's estimate of the correct amount that is due CM/GC.
- 14.4 Payment Disputes.** If Owner reports the Cost of the Work as substantiated by the CM/GC's final accounting is less than claimed by CM/GC or if Owner declines to approve any duly submitted payment request by CM/GC, CM/GC shall be entitled to demand a review of the disputed amount. Such demand shall be made by the CM/GC within 30 Days after the CM/GC's receipt of a copy of the rejection of the application for payment. Failure to demand additional review within this 30-Day period shall result in the substantiated amount certified by Architect becoming binding on the CM/GC. In addition, if Owner or any other state agency performs a subsequent audit of the Cost of the Work and determines any item therein to have been unsubstantiated or that CM/GC was otherwise overpaid, CM/GC shall have 30 Days after delivery of request for reimbursement by Owner to demand additional review by Owner; failure to make such demand within this 30 Day period shall result in the requested reimbursement becoming unconditionally due and payable by CM/GC. If CM/GC timely submits a protest to Owner, CM/GC's Claim shall be subject to the claims review process in Section D.3 of the General Conditions excepting that mediation shall be followed by binding arbitration administered by Arbitration Services of Portland Inc., and judgment upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Pending a final resolution, Owner shall pay CM/GC the amount of the application for payment approved by Architect.
- 14.5 Effect of Payment.** Prior approval of an application for payment, including final payment, a release of retainage, or Owner's partial or entire occupancy of the Project shall not constitute acceptance of work not conforming to the Contract Documents

later discovered, or waiver of the right to assert overpayment.

**ARTICLE 15**  
**TERMINATION OR SUSPENSION**

- 15.1 Owner's Right to Terminate Prior to Execution of GMP Amendment.** Prior to execution by both parties of the GMP Amendment, Owner may terminate the Contract at any time without cause. Upon such termination, the amount to be paid to the CM/GC shall not exceed the Preconstruction Fee payable to the date of termination, together with amounts payable for Early Work if an Early Work Amendment has been executed. If Owner terminates for convenience during the Preconstruction Phase, Owner shall be entitled to copies of, and shall have the right to use, all work products of CM/GC and its Subcontractors performed to the date of termination, and CM/GC shall deliver copies of the same to Owner on request.
- 15.2 Owner's Termination for Convenience after GMP Amendment.** After the GMP Amendment is executed by both parties, the Contract may be terminated by Owner without penalty for convenience pursuant to Section J.5 of the General Conditions in which case CM/GC shall be entitled to payment of the amount stated in Article 15.1, together with the actual Cost of the Work completed, plus the CM/GC's Fee prorated based on the actual Cost of the Work completed prior to the date of termination, but in any event not in excess of the GMP.
- 15.3 Owner's Termination for Cause.** In the event of termination of this Agreement by Owner for cause pursuant to Section J.4 of the General Conditions, the amount, if any, to be paid to the CM/GC after application of the General Conditions and Owner's rights at law shall not exceed the amount CM/GC would be entitled to receive under Article 15.2.
- 15.4 CM/GC Termination for Cause.** CM/GC acknowledges that disputes regarding payments and Change Orders may occur as part of the CM/GC process, and that Owner declining to pay disputed amounts shall not be grounds for suspension of the Work or termination for cause by CM/GC unless all dispute resolution procedures have been exhausted. If CM/GC terminates the Contract for Owner's material breach, the amount to be paid to CM/GC shall not exceed the amount CM/GC would have been entitled to receive under Article 13 through termination and demobilization from the Project, with the CM/GC Fee prorated based on the actual Cost of the Work through the date of termination.
- 15.5 Assignment of Subcontracts.** Each subcontract and supply contract for any portion of the Work is hereby irrevocably assigned by the CM/GC to Owner, provided that such assignment is effective only after termination of the Contract by Owner, and only for those subcontracts and supply contracts which Owner accepts by notifying the Subcontractor/supplier and CM/GC in writing. For those subcontracts and supply contracts accepted by Owner, if the Work has been suspended for more than 30 Days,

the Subcontractor's/supplier's compensation shall be equitably adjusted for increases in cost resulting from the suspension. CM/GC shall include a provision in each subcontract and supply agreement wherein the Subcontractor/supplier acknowledges Owner's rights under this Article 15.5. With respect to any subcontracts/supply contracts that are not accepted by Owner, the provisions of Section J.6.1 of the General Conditions shall apply.

## **ARTICLE 16**

### **REPRESENTATIONS, WARRANTIES AND CERTIFICATIONS**

- 16.1 Representations and Warranties.** CM/GC represents and warrants to Owner as of the effective date of the Contract:
- 16.1.1** It is qualified to do business as a licensed general contractor under the laws of the State of Oregon, and has all requisite corporate power and corporate authority to carry on its business as now being conducted;
  - 16.1.2** It has full corporate power and corporate authority to enter into and perform the Contract and to consummate the transactions contemplated hereby; CM/GC has duly and validly executed and delivered this CM/GC Contract to Owner and that the Contract constitutes the legal, valid and binding obligation of CM/GC, enforceable against CM/GC in accordance with its terms, except as enforceability may be limited or affected by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law);
  - 16.1.3** CM/GC's execution and delivery of this CM/GC Contract and the consummation of the transactions contemplated hereby will not conflict with or result in a material breach of any terms or provisions of, or constitute a material default under, (i) CM/GC's Articles of Incorporation or Bylaws; (ii) any note, bond, mortgage, indenture, license, lease, contract, commitment, agreement or other instrument or obligation to which CM/GC is a party or by which CM/GC may be bound; or (iii) any statute, order, writ, injunction, decree, rule or regulation applicable to CM/GC;
  - 16.1.4** No material consent, approval, authorization, declaration or other order of, or registration or filing with, any court or regulatory authority or any third person is required for the valid execution, delivery and performance of the Contract by CM/GC or its consummation of the transactions contemplated hereby;
  - 16.1.5** There is no action, proceeding, suit, investigation or inquiry pending that questions the validity of the Contract or that would prevent or hinder the consummation of the transactions contemplated hereby; and
  - 16.1.6** The CM/GC's Project Manager and Assistant Project Manager identified in Article 4 are duly appointed representatives and each has the authority to bind the CM/GC to



any and all duties, obligations and liabilities under the Contract Documents and any Amendments thereto.

**16.1.7 Fitness of Equipment and Materials.** All equipment and materials placed permanently within the project will be new unless otherwise specified.

**16.1.8 Quality of Work.** CM/GC represents its workmanship and all construction shall be of good workmanlike quality and at a minimum shall comply with all state and local building codes.

**16.2 Tax Compliance Certification.** By signature on this CM/GC Contract, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of CM/GC and that CM/GC is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816 and ORS chapters 118, 314, 316, 317, 318, 320, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706, and local taxes administered by the Department of Revenue under ORS 305.620.

#### **ARTICLE 17** **MISCELLANEOUS**

**17.1 Headings.** The headings used in this CM/GC Contract are solely for convenience of reference, are not part of the Contract and are not to be considered in construing or interpreting the Contract.

**17.2 Merger.** The Contract Documents constitute the entire contract between the parties. No waiver, consent, modification or change of terms of the Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding the Contract. CM/GC, by signature of its representative, hereby acknowledges that it has read the Contract, understands it and agrees to be bound by its terms and conditions.

**17.3 Exemption from Competitive Bidding.** The parties acknowledge that the Contract has been awarded under an exemption from competitive bidding requirements pursuant to ORS 279C.335, as authorized by the Contract Review Board of the Chehalem Park and Recreation District.

**17.4 Foreign Contractor.** The CM/GC shall be domiciled in or registered to do business in the State of Oregon. If the CM/GC is not domiciled in or registered to do business in the State of Oregon, CM/GC shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies, or other regulatory bodies, relative to the resultant Contract. CM/GC shall maintain its legal capacity to perform the services set forth under the Contract,

including being a member in good standing and being bonded by the Oregon Contractors Board.

**17.5 Recyclable Products.** The CM/GC shall use recyclable products to the maximum extent economically feasible in the performance of the Contract Work set forth in this document.

**17.6 Notice.** Any notice called for in this Agreement must be in writing and delivered in person to Owner's Authorized Representative or CM/GC's Project Manager, or alternatively deposited in the US Mail addressed to the party at their address set forth in this agreement with postage fully paid and sent certified receipt requested. When the notice is mailed it shall be deemed effective three days after being mailed.

**17.7 Dispute Resolution.** Except as provided in 14.4, all disputes arising out of the Agreement shall be resolved through Mediation followed by binding Arbitration in accord with the Arbitration Services of Portland, Inc. in accord with their published rules of procedures, and judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction thereof. Mediation and Arbitration shall take place in Yamhill County, Oregon and The Circuit Court of the State of Oregon for the County of Yamhill has jurisdiction for entering final judgment.

**17.7.1** Either party may consolidate an arbitration conducted under this agreement with any other arbitration to which it is a party provided the (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated involve common question of law or fact, and (3) the arbitrations employ materially similar rules and method for selecting arbitrators.

**17.7.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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**THIS CM/GC CONTRACT** is executed in four original copies of which one is to be delivered to the CM/GC, and the remainder to Owner.

**Name of Firm:** Emery & Sons Construction Group, LLC.

**Address:**

3841 Fairview Industrial Dr. SE Ste. 150

P.O. Box 13069

Salem, OR 97309

**CM/GC's Federal Tax I.D. #:** \_\_\_\_\_

**CCB: #221536 ("the CM/GC"):**

\_\_\_\_\_  
Signature of Authorized Representative of CM/GC

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

**OWNER:**

CHEHALEM PARK AND RECREATION DISTRICT

\_\_\_\_\_  
Signature of Owner's Authorized Representative

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

# Chehalem Heritage Trails Advisory Committee

## MINUTES

March 9, 2022 | 6pm

Attend either in person on site at CPRD Admin Office  
or remotely via Zoom: <https://us02web.zoom.us/j/89157263898>  
Meeting ID: 891 5726 3898

*Committee Members: Jill Bilka | Erin Chen | Michelle Colvin | **Quentin Comus** | **Matt Dolphin** | **Kristina Ernstrom** | **Allen Holstein** | Lisa Jackson | **Kimberly Lanier** | Lacy Mendoza | **Bob Oleson** | Justin Patterson | **Martin Peters** | **Cindy Riggs** | **Erin Robinson** | Peter Siderius | Dustin Wolfe*

*Community: Bart Reirson, Veronica Hinkes, Carol Foley, Friends of the Yamhelas, Steve Wick, - Yamhelas, Steve Harloff, Wayne Wiebke*

### I. Attendance Roll Call

### II. Approval of minutes from February meeting - [available online](#)

Addition: Mr. Hammer was asked if he would approve trails if they did not affect farmers – and he did say “yes”

Otherwise – unanimously approved

### III. Yamhelas - Westsider Trail (*Veronica Haley Hinkes*)

*(20-30 min. Including Q&A) history of trail, what has happened to date, overview of process, issues they've experienced*

#### Powerpoint

- Materials are in the joint folder for the Committee
- Q&A
  - Kat – share opportunity for staffing?
    - Looking for communications volunteer
    - Hire a project manager? – potentially part-time contracting position
    - Can be distributed amongst committee members

#### IV.CPRD Current Projects & Trail Plans (Casey Creighton)

1. Casey isn't present – maybe listserv issue – move to April Agenda

#### V.ByLaws Conversation [View Draft ByLaws](#)

1. Open for conversation/discussion

- Participation – excused due to life – but not in communication – what is reasonable for attendance?
- Public Input – limits needed?
  - Guidelines?
    - Someone from the engagement committee talk to them to screen?
    - Different opinions about openness of the public
    - Public Meeting Law? We don't fall under those laws
    - No minimum number of meetings
      - Bart Rierson – no minimum – but special meetings can be noticed
    - Minimum number of members in the group? 7? Original recommendation was to limit to 7 or maybe minimum?
      - Three or five?
      - At what point do we open the number again
      - 2 people at each subcommittee
      - 6?
      - Mechanism to open admission?
        - Request to the Board – to increase membership and the Board would determine
        - Rules determined by the board of who can be on the committee – not sure about input
    - Potential Addition – process for discussion

- What are we needing to actually decide on?
- Something that is a substantive decision comes in a written format to make a decision in advance?
- If it is serious – information in advance to make decision?
  - Voice needs to pause to gather information
- Look at basic mechanisms
- Move to include a section in bylaws to make decision making orderly, efficient and effective
  - Seconded and approved
  - Mr. Dolphin will work on that revision to the bylaws
- 90 minutes is the max for the goal of the length of the meeting
  - Public comment available to public meeting only prior to a vote – if on the Agenda
- Move to form a sub-group to take a closer look at by-laws and make proposal to main group – seconded and approved
  - Bart – people attending the meeting should request acknowledgement from the Chair prior to speaking

VI.Committee Priorities Discussion - tabled

VII.Conclude Chehalem Heritage Trails Advisory Committee

Which groups have had at least an email exchange?

1. Planning Sub-group – has not connected – prioritize the trails of interest?
2. Engagement – has
3. Funding?

Ended 7:21pm

# Chehalem Heritage Trails Advisory Committee

## MINUTES

**April 12, 2023 | 6:30 - 8:00 p.m.**

Green attended in person – Blue attended via Zoom – Black not in attendance

### Committee Members:

Michelle Colvin  
Quentin Comus (Chair)  
Matt Dolphin  
Allen Holstein  
Kimberly Lanier

### Committee Members (Continued):

Bob Oleson  
Martin Peters  
Cindy Riggs  
Erin Robinson (Secretary)  
Peter Siderius

### Board Liaisons:

Bart Rierson  
Jim McMaster

### CPRD Staff:

Casey Creighton  
Kat Ricker  
Bryan Stewart

### **Others:**

Tiffani Willis – works with Ken Friday at the County  
Brian Bowman  
Richard Cornwell

- I. Call to Order
- II. Attendance Roll Call
- III. Approval of March Minutes
  - o See Appendix A – moved, seconded and approved
- IV. Public Comment Period

*Public participation in Chehalem Heritage Trails Advisory Committee meetings is encouraged. Those interested may submit written comments to [kricker@cprdnewberg.org](mailto:kricker@cprdnewberg.org) or provide oral comments at a public committee meeting. Those wishing to provide oral comments will be provided a set amount of time determined by the Chair at the beginning of the meeting during the designated public comment period. This public comment period may last up to a maximum of 10 minutes.*

NONE

- V. Newberg-Dundee Bypass Trail Update (Casey)
  - o Contractor for phase one – will be selected from 3 shortly – Beginning of May, 2023
    1. Problems and cost issues on the trail – construction cost increase of 21% within 8 months
      - a) ODOT grant – Contract will need to be amended due to the problems of price increases and Phase II issues coming up in August, 2023 – the area off of Industrial for staging will be used for a borrow pit for ramps on the bypass and reconfiguring – in a waiting phase



- b) City of Newberg & Mill Property owners - 1.5 million regarding the cost of the railroad crossing – tram/industrial use - is currently a double track – lots of reconfiguration talk. 11<sup>th</sup> to River Street is the current plan for the path.
- c) Phase II has been applied for – but all is on pause and we will have more information next month when a contractor is on board and selected. Project is at 60% and we're still moving forward.
- d) Matt Dolphin – any upcoming needs for advocacy
  - (1) Not at this time – we're waiting – stay tuned
  - (2) Funding of phase 2 – more money will be needed – Chehalem Creek potentially 900'
  - (3) Newberg-Dundee Bypass Trail is entirely within ODOTs jurisdiction

Rilee Park RFP/RFQ went out due on the 19<sup>th</sup> of this month and should be released in May for the Master Plan for the Rilee Park – proposals are underway – 3 are planning to submit proposals – recommendations should be ready for CPRD board in May, potentially June.

#### VI. Yamhill County Zoning and Trails Discussion (Quentin)

- o Letter we wrote was included – planning commission has not released anything around Zoning – we have nothing to add

#### VII. Trail Work Party Update (Cindy)

- o If anyone wants to take a lead about telling people how to clean the trails
  - 1. Matt would be happy to help – and Brian is happy to help
  - 2. New equipment is available to assist.
  - 3. Matt would like to know the details about what CPRD would like as far as trails for maintenance
  - 4. Equestrians are planning their own work party
- o Cindy – Flyers – QR codes
  - 1. Pictures of Rilee
  - 2. Cindy sent questions to Kat she is waiting for answers
  - 3. Signup Genius – waivers can be done on site
  - 4. If anyone wants to be part of the communications regarding the event – please participate.
    - a) Quentin can also help with graphic design – we should have signup genius and QR Code for distribution by our next meeting

#### VIII. Board of Directors Meeting Report (Quentin)

- o Small group – report was provided – board appreciates our support
- o Matt Dolphin & Quentin– thank you for your writing of the letter to the commissioners

#### IX. Adjourn – Trail committee might need to bring up that we need to wait until trails are officially open to use them and the process regarding how people know this information – is on the website – and

potential signs – Open or closed trail signs, along with website notifications? Goal is to make trails walkable year round.

**Important Reminders/Notes:**

- [April 22, 2023: Celebrate Trails Day by Friends of Yamhelas-Westsider](#)
- [April 28-30, 2023: PCTA Columbia-Cascades Trail Skills College in Cascade Locks, OR](#)
- May 10, 2023: CHTAC Regular Meeting at the CPRD Administrative Office and on Zoom at 6:30 p.m.
- June 3, 2023: National Trails Day Work Party at Bob and Crystal Rilee Park

Authored by Erin Robinson (committee Secretary)

Quentin Comus, Chair  
Chehalem Heritage Trails Advisory Committee  
Chehalem Park and Recreation District  
125 South Elliott Road  
Newberg, OR 97132

March 22, 2023

Yamhill County Commissioners  
535 Northeast Fifth Street  
McMinnville, OR 97128

RE: Land Use Application Appeal for Ewing Young Park Footbridge

Dear Yamhill County Commissioners,

On behalf of the CPRD Chehalem Heritage Trails Advisory Committee, I am writing to advocate for the approval of the Land Use Application submitted by Chehalem Parks and Recreation (CPRD) for the construction of the Ewing Young Park Footbridge. The application has recently been appealed, and we ask that you carefully consider the following points in support of this important project as you evaluate the appeal:

- Improved accessibility and safety: The proposed pedestrian footbridge will provide safe and convenient access to 11 acres of parkland and trails that are currently difficult or dangerous for families to reach due to the presence of Chehalem Creek. This new connection will promote outdoor activities and help foster a greater appreciation for our local natural resources. This includes creating an easy connection to the Newberg-Dundee Bypass Trail, which CPRD also has land use authority and funding to develop.
- No land acquisition required: CPRD already owns the land on both sides of the creek, eliminating the need for any additional land acquisition to complete the project. This ensures more efficient use of existing resources and minimizes potential conflicts with neighboring properties.
- Funding secured: Funding for the bridge construction has been secured through System Development funds, ensuring that the county will not incur any additional costs associated with the project. This demonstrates fiscal responsibility and sound financial planning on the part of CPRD.
- Limited impact on agricultural land: Although the land under and directly surrounding the bridge is zoned for agricultural use, it has not been utilized for farming and is unsuitable for agricultural purposes due to the terrain. The construction of the footbridge will not disrupt any existing agricultural operations or negatively impact the surrounding farmland.

- Preservation of natural habitat: One-half of the bridge falls outside the current Urban Growth Boundary. However, the construction of a small pedestrian bridge within a park should not be considered urban sprawl. In fact, the pedestrian footbridge will help to preserve the natural habitat of the creek, allowing residents to enjoy its beauty while minimizing the environmental impact.
- Support from the City of Newberg: The bridge is partly within Newberg city limits, while the other half falls under the jurisdiction of Yamhill County. The city has already expressed its approval of the project, indicating strong support from one of the key stakeholders. We hope that the county commissioners will also recognize the benefits of this project and support the local community in completing it.

In light of these factors, we respectfully request that the Yamhill County Commissioners approve the Land Use Application Appeal for the Ewing Young Park Footbridge. This approval will enable our citizens to fully enjoy our parks and trails without interference, promote a healthy and active lifestyle, and preserve the natural beauty of the area for future generations.

Thank you for considering our request. We look forward to your positive response and the opportunity to work together in enhancing the quality of life for our community members.

Sincerely,

**Quentin Comus, Chair**

CPRD Chehalem Heritage Trails Advisory Committee

[comusq@oregonstate.edu](mailto:comusq@oregonstate.edu)

(971) 264-4309

Undersigned by the Committee by Unanimous Vote:

Michelle Colvin

Matt Dolphin

Allen Holstein

Kimberly Lanier

Bob Oleson (NV)

Martin Peters

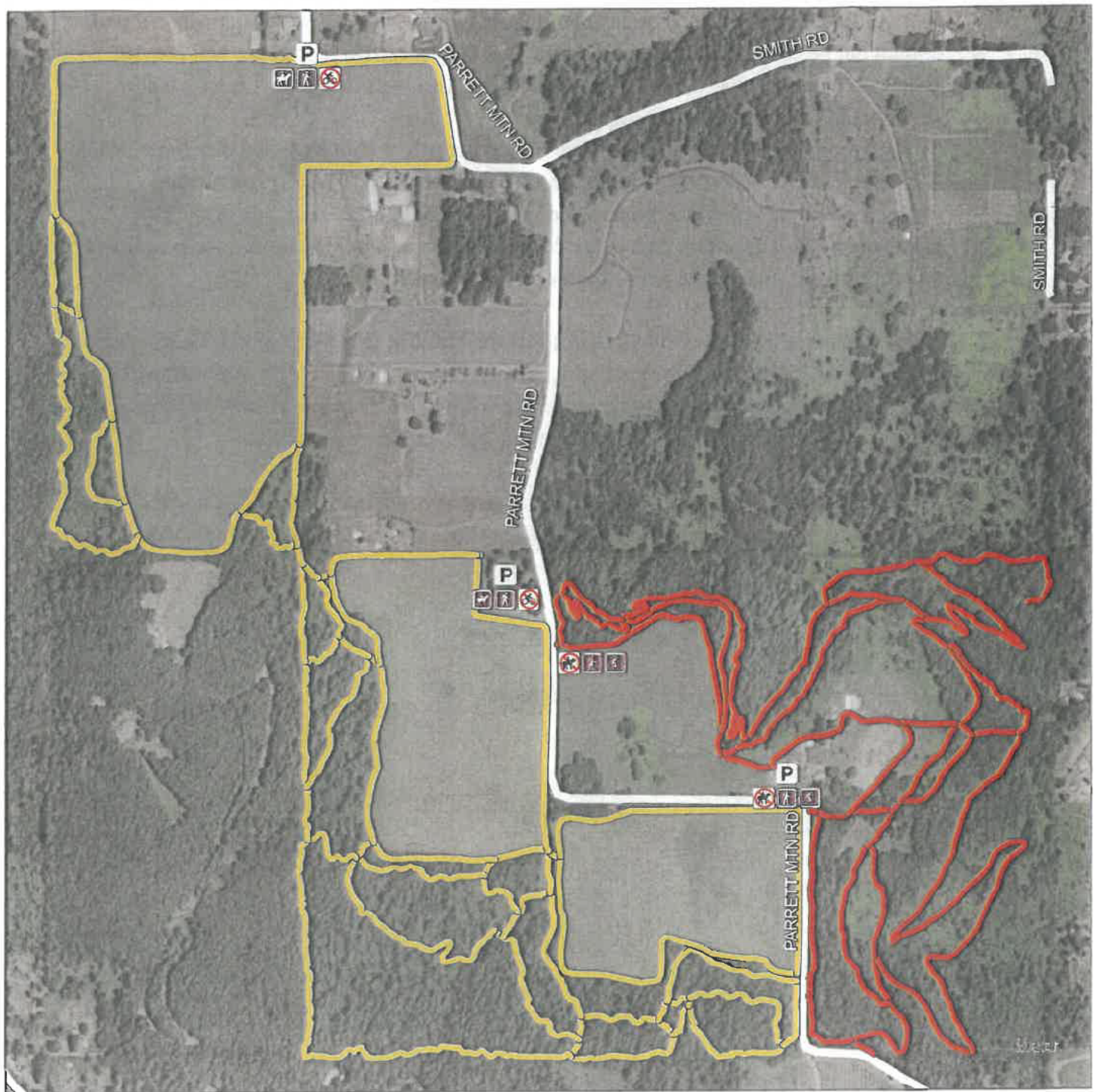
Cindy Riggs

Erin Robinson

Peter Siderius

CC: Newberg Graphic, Yamhill County's News-Register, CPRD Board of Directors





# Bob and Crystal Rilee Park Trails



## Legend



0 500 1,000 2,000  
Feet

-  Pedestrian and Bicycle Trail
-  Pedestrian and Horse Trail
-  Park Boundaries
-  Trailhead Parking Lot



## **Parks Activity Report, April / May 12, 2023**

### **Sander Estate Park**

LWCF federal award has been issued for the Sander Estate Park project in the amount of \$630,000 along with \$175,000 from the State for the Sander Estate Park project.

### **Crabtree park**

We have been working with Page Knudsen, Yamhill County with a culvert repair on Knudsen lane at the entrance to the Park. We had submitted an ODFW fish passage exemption request with our consultant AKS Engineering. AKS has proposed to ODF&W that we replace the culvert and change the grade of the stream bed section of the culvert to as close to their recommendations as possible to improve fish habitat. County has not signed the easement with Paige Knudsen and have asked John Bridges to contact the County attorney regarding this easement. Yamhill County has asked for a copy of the engineering and and cost. So far, Chehalem Park & Recreation District has contributed \$38,410.00 towards engineering and Fish Passage requirements (ODF&W). AKS has given us an estimate of \$ 203,015.00 for the Fish passage culvert based on discussions with ODF&W. CPRD is willing to pay for 1/3 of the cost of the estimated replacement or \$80,475, we would ask the County to contribute an estimated \$160,950 as a starting point. I have been in contact with Paige and we will be submitting documents for ODF&W to approve once the easement is in place.

### **Aquatic and Fitness Center,**

Work on the Aquatic Center Aermec modifications has been completed. I would say it is 100% complete but not operational. Recently we discovered an isolation Valve leak in the hydronic system and a leak in a control well (located on the rooftop that we will need to have repaired before we can run the system. Waiting for weather as we may have to partially drain the hydronic loop. We will have the system operate for a period of time before Commissioning can be completed.

### **Bob & Crystal Rilee Park Master Plan**

Professional Design Services for a Master Plan contract with NV5 was awarded for the Bob & Crystal Rilee Park on May 9, 2023. May 11 Jon Champlin, Bryan and myself had a call to discuss public outreach options for the Master plan. More to come.

### **Cultural Center**

Variance for Parking has been submitted. The City is requiring a Traffic study / Traffic Impact Analysis (\$8000) and Right of way improvements for the replacement of all ADA curb ramps on the site frontage as well as sidewalk replacement on three frontages. Variance has been Noticed.

### **Development**

NDBT CM/GC for construction of the trail was awarded to Emery & Sons Deadline for protests was May 9, No protests were received. Contract to be signed during the week of May 15-2023.

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

We have received some preliminary designs of the Renne field conversion from AKS Engineering. Don and I met with AKS, Engineers on the project to firm up what the document would look like when shared with the NSD and I am waiting for revisions. We will share with the school District as an exhibit with an agreement to be signed by Both NSD and CPRD BOD.

### **Trails**

The Heritage Trails Committee has been working with CPRD on the development of trails within the District to assess and offer assistance to the Chehalem Heritage Trails Masterplan, which seems to be an evolving plan based on opportunities. They will have involvement with the Masterplan for Bob & Crystal Rilee Park.

## **Ewing Young**

The Land use application for the Ewing Young Bridge was approved by the City of Newberg, but was denied by the Yamhill County Planning Director. We appealed to the County as Parks are an allowed use within the AF-10 zoning. The Hearing with the County Commissioners was April 13, 10 AM at the Yamhill County Courthouse. Jon Champlin NV5, presented our Appeal with John Bridges, to the County Commissioners. The Commissioners upheld the County Planners decision to deny the Land use for the Ewing Bridge project stating that "they agree with the planning Director that "it is a transportation facility and therefore not allowed on AF-10 Land" see our attached notes from the hearing. We have been in contact with the Hidden Meadows HOA who were in attendance and gave testimony stating their concerns during the Appeal. John Bridges researched and recommended, from Saalfeld Griggs, Lawyer Margaret Y. Gander-Vo representative for the CPRD LUBA appeal. Don signed the agreement May 4, 2023, LUBA appeal process started May 4, 2023 when the Yamhill County Board of Commissioners meeting 5/4/2023, in continuation of their Decision for Docket FP-10-22/SDR-40-22, Dated 4/13/2023, to uphold the planning Directors decision to deny the Floodplain Development Permit. County Commissioners approved the written findings unanimously and was officially denied. We have 21 days to file our appeal, May 25, 2023.

## **PARKS**

### **Mowing / Mowing / Mowing**

Fertilizing, Irrigation, Landscaping maintenance, sidewalk repairs, playground equipment repair, bark mulching.,

Ballfields Prep, Fields are very busy, annually teams and programing are requesting access and scheduling earlier and earlier. Juggling this and Mother nature's weather plans can be a challenge but Jim B. and Staff have done a very good job grooming and prepping our Sports fields.

## **GOLF**

Parks grounds staff has been cross trained to work at the Golf course. They have made good progress working on Cart paths edging, Sand trap cleaning and shaping. The perennial landscape beds and common areas throughout the Golf course and the Greens neighborhood are being maintained.

Fresh plantings of annuals and perennials around Clubhouse and Tees is happening.

## **FACILITIES**

Asbestos abatement and flooring removal at the Armory.

Restrooms vandalism and graffiti repair and removal

Roofs cleaned, Power washing of Tennis courts in Dundee and Jaquith Park

Splash Pad prep and opening

Pool daily maintenance and operations, building and equipment repairs as needed.

## **TRAILS**

Riley, Ewing Young, Schaad Park, Gettman Loop

Signs, Brush clearing and Maintenance



## Parks Summary

Month of April-May 2023

Park Name	Hours worked
Armory	60.00
Billick/Dundee	32.00
CAFC	185.00
Cultural Center	120.00
Chehalem Valley M.S	0.00
College	15.00
Community Center	30.00
Crabtree	30.00
Crater Ballfields	156.00
Dundee River Park	0.00
Elliott Road	80.00
Ewing Young	48.00
Falcon Crest Park	16.00
Fortune Park	16.00
Friends Park	48.00
Tom Gail Park	36.00
Gladys Park	32.00
Chehalem Glenn G.C.	775.00
Herbert Hoover Park	54.00
Jaquith Park	60.00
Jaquith Ball Fields	124.00
Memorial/Scout House	16.00
Mountainview	0.00
Oak Knoll Park	16.00
Oaks Park	14.00
Brillas Park	10.00
Pre-School	16.00
Pride Gas	3.00
Renne Fields	0.00
Rilee Park	100.00
Rotary Park	48.00
Sander Park	12.00
Schaad Park	14.00
Scott Leavitt Park	6.00
Senior Center	56.00
Spring Meadow	12.00
Waste Mngt	3.00
vacation/holiday/sick/comp	60.00
Wilsonville Property	89.00
Youth Building	2.00
Other Properties (PCC)	42.00
<u>Total</u>	2436.00

April 2023

### **Aquatic & Fitness Center**

- Facility remained open 7 days a week. Facility was closed on Easter Sunday, April 9<sup>th</sup>.

### **Fitness Center**

- Regular Spring drop-in schedule continued for the sports courts and weight room.
- The new deadlift room opened up on April 21<sup>st</sup>. The patrons were excited to have the new equipment and the room is being used quite often.

### **Aquatic Center**

- April schedule kept us busy with new classes, public swims and swim lessons all month long.

### **Facility Building maintenance**

- Lifeguards are keeping up with checking the fire extinguishers each month so the maintenance crew does not have to worry about them.
- Our HVAC System to our knowledge is still being worked on. It's an ongoing issue. No updates.
- Two mobile pressure washers were purchased for use at the pool. Our on deck pressure wash systems on both sides are not working. No change in this matter, we really need the pressure wash system back up. The substitute pressure washers are not as strong as the original and cleaning with them is very entailed with more to set up.
- Management finished and laminated the emergency route exit signs and put them in various spots throughout the facility to make sure we are in compliance with this in case OSHA stops by.

### **Memberships**

- Memberships are definitely up and new patrons are making our facility their workout place more and more.
- Management still monitors patron check-ins to make sure expired passes are taken care of.
- Contacted insurances to renegotiate our contracts with them so we can be paid more per visit for the members they cover. So far, I have worked with two companies and still have two more to get a hold of. These new rates will start January of 2024.

### **Program Development & Registration**

- Adult and youth fencing classes continued through the month of April.
- Spring session one swim lessons got underway on April 3<sup>rd</sup>. All lessons are full.
- More classes have been added to the group fitness schedule in the fitness studio. Our classes are being well attended.
- Gaston 5<sup>th</sup> grade classes started swim lessons with us and will continue them through May.

### **Clubs/Teams**

- Chehalem Swim Team's practices continued all month of April.
- NWPC practices are in full swing preparing for their season. They hold scrimmages every Friday night.
  - Polo held their spring invite tournament on April 21-23<sup>rd</sup>. Event ran smoothly.

### **Aquatic & Fitness Center Staff**

- Lifeguards are still tentative with their schedules and we have 14 graduating seniors this year. Management scheduled another lifeguard class at the end of June to help replace staff we will be losing.

- Got back the summer intent forms from the staff. We have a better idea of which senior's we are losing and when this summer.
- April 30<sup>th</sup> we held an All staff meeting to go over things we have had come up and to make sure everyone is on the same page here at our facility.
- Said goodbye to five GFU staff for the summer. Only two will be returning to us in the fall. The rest are moving on permanently.
- Beginning the hiring process with five new lifeguards who have turned in applications. We have had three more turn in applications who are not yet certified. They will be attending our June class then we will hire them on.

### Rentals & Special Events

- Private Leisure Pool Parties (We are one of the few pools who are offering this and they are VERY popular!) We book out one month in advance and the first week of the month is very hectic with people calling to make reservations.
  - We had seventeen weekend/Friday night pool rentals in April, including several classroom rentals.

### Management Projects

- Kept up with the ordering of Janitorial supplies and made sure we have everything in stock.
- Management kept up with 451- AP.
- Management was able to order new desks that allow them to stand or sit as they work.
- Management keeps busy scheduling Pool party and classroom rentals for current month and one month out.
- Due to GFU staff leaving (Two being opening guards) we are now experiencing a shortage in opening guards. Management will be opening 2-3 times a week for approximately 6 weeks to make sure we are able to keep both sides open from 5:15 am – 9:00 am each day.

### Financial Reports

- Detailed April financial reports are attached.

<b>EXPENDITURES</b> <b>Yr to Date '22/23</b>	<b>REVENUE</b> <b>Yr to Date '22/23</b>
\$936,945.24 Raw value	
\$104,084.88 Fringe benefits	
\$1,041,030.12 Total expenditures with fringe benefits	\$1,067,788.82 Projected Revenue 22-23 = \$1,009,255.00
<b>Difference between Expenditures &amp; Revenue</b>	<b>\$26,758.70</b>

We have surpassed our projected revenue and remain in the black.

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

Activity Financial Report Apr 2023													
REVENUE													
Apr '22		Apr '23		Yr to Date 21/22		Yr to Date 22/23		Year End 20/21		Year End 21/22		Est June 22/23	
Aquatics - 451:													
451.003 Youth Fitness													
451.004 Gray & Golden		\$116.00	\$144.00	\$1,403.00	\$1,128.00	\$328.00	\$1,651.00	\$1,738.00					
451.006 Group Fitness (Studio)		\$480.00	\$232.00	\$1,296.00	\$1,823.50	\$302.00	\$1,800.00	\$970.00					
451.007/291 Water Exercise		\$80.00	\$34.00	\$2,124.00	\$818.50	\$1,186.00	\$2,252.00	\$4,200.00					
451.008 Weight Training		\$690.00	\$571.50	\$7,394.00	\$7,538.50	\$4,106.00	\$8,199.00	\$13,004.00					
451.011 Private Swim Lessons		\$4,956.50	\$3,393.00	\$37,876.50	\$35,464.91	\$10,206.30	\$41,710.50	\$51,188.00					
451.012 Optum Fitness Advantage*		\$1,520.00	\$2,368.00	\$11,412.00	\$18,232.00	\$4,316.00	\$15,004.00	\$16,975.00					
451.013 Water Safety		-\$200.00	\$300.00	\$1,840.00	\$4,581.00	\$7,489.65	\$4,150.00	\$6,225.00					
451.014 SilverSneakers - Tivly*		\$244.00	\$328.00	\$2,720.50	\$3,046.00	\$2,070.28	\$3,186.00	\$4,500.00					
451.015 Silver&Fit - ASH*		\$4,517.70	\$7,721.10	\$34,490.70	\$53,676.90	\$26,428.12	\$45,989.70	\$65,888.00					
451.016 Water Polo		\$1,790.00	\$5,250.00	\$8,807.50	\$27,375.00	\$5,290.00	\$8,807.50	\$18,650.00					
451.017 GFU				\$42,763.50	\$40,793.00	\$18,935.00	\$54,872.50	\$45,600.00					
451.018 Newberg High School													
451.019 School Districts				\$1,470.00		\$1,784.17	\$2,706.00						
451.020 Locker Income													
451.021 Locker Rental													
451.023 Pool Rental		\$2,795.00	\$4,375.00	\$29,182.25	\$44,270.50	\$55,774.74	\$34,827.25	\$19,042.00					
451.024 Classroom Rental		\$1,212.50	\$1,102.50	\$8,300.00	\$13,657.00	\$150.00	\$11,576.25	\$8,995.00					
451.025 Sauna/Spa		\$295.50	\$243.00	\$689.50	\$2,156.00		\$1,562.50	\$5,490.00					
451.026 Special Events													
451.027 Repasses													
451.061 Vending				\$428.25	\$1,447.43	\$339.55	\$637.85						
451.200 Aquatics Misc		\$11.22	\$28.00	\$11.22	\$187.63	\$480.00	\$11.22						
451.280 Sales		\$374.00	\$526.00	\$5,462.19	\$5,238.67	\$2,475.49	\$6,478.19	\$6,500.00					
451.281 CST/CVA				\$25,047.75	\$30,433.47	\$26,678.21	\$36,573.02	\$21,500.00					
451.282 Swim Lessons		\$5,275.00	\$7,882.40	\$122,821.50	\$105,958.55	\$56,283.50	\$170,250.25	\$145,071.00					
451.283 Lap Swim		\$786.00	\$647.50	\$9,768.00	\$6,562.00	\$24,526.00	\$11,174.50	\$15,513.00					
451.284 Public Swim		\$8,551.50	\$10,603.50	\$77,074.50	\$85,033.00	\$33,598.50	\$97,852.00	\$128,875.00					
451.285 Equipment Rental													
451.286 Membership Sales		\$40,604.90	\$54,467.50	\$312,080.24	\$490,399.26	\$137,726.88	\$410,376.14	\$342,380.00					
451.287 Weight Room		\$1,759.00	\$1,614.00	\$16,643.50	\$18,395.00	\$9,818.09	\$20,974.00	\$20,152.00					
451.289 Punch Cards - General		\$4,014.55	\$4,447.50	\$32,922.55	\$38,187.00	\$23,338.50	\$41,367.55	\$40,794.00					
451.290 Gift Certificates													
451.292 Preschool Swim Lessons													
451.294 SUP Yoga								\$1,020.00					
451.296 Patio Rental								\$4,750.00					
451.297 Facility Rental				\$357.50	\$457.50		\$625.00	\$1,540.00					
451.293/425 Basketball Court		\$1,221.00	\$2,291.00	\$13,143.00	\$22,457.50	\$1,694.00	\$15,001.50	\$15,795.00					
451.285/426 Pickleball Court		\$37.50	\$38.00	\$198.00	\$566.00	\$26.00	\$198.00	\$350.00					
451.021/427 Volleyball Court								\$50.00					
451.428 Sky Track													
451.429 Fencing		\$800.00		\$3,228.00	\$7,905.00	\$240.00	\$4,227.76	\$2,500.00					
451.666 CC Fees													
TOTAL AQUATIC REVENUE		\$81,931.87	\$108,607.50	\$811,105.65	\$1,067,788.82	\$455,590.98	\$1,054,191.18	\$1,009,255.00					

Activity Financial Report - Apr 2023		Department - Aquatics 451						
EXPENDITURES		Apr '22	Apr '23	Yr to Date 21/22	Yr to Date 22/23	Year End 20/21	Year End 21/22	Est June 22/23
<b>Aquatics - 451: Personnel Services</b>								
<b>Personnel Services</b>								
Aquatic Supervisor	\$1,669.78	\$1,888.90	\$16,289.69	\$18,779.49	\$18,087.06	\$19,629.26	\$22,667.00	
Aquatic Coordinator	\$4,068.58	\$4,870.66	\$39,417.16	\$57,295.74	\$47,887.68	\$47,554.32	\$61,367.00	
Aquatics Specialist	\$3,347.24	\$4,007.46	\$32,416.92	\$41,142.81	\$38,978.32	\$39,111.40	\$48,083.00	
Guards	\$12,453.75	\$17,016.18	\$138,619.05	\$196,443.95	\$96,234.31	\$161,174.16	\$251,160.00	
Instructors	\$5,045.85	\$6,190.99	\$48,502.91	\$59,588.71	\$22,257.76	\$54,878.44	\$101,674.00	
Group Fitness Instructors	\$1,250.27	\$1,828.60	\$8,832.99	\$16,962.37	\$8,135.43	\$11,472.88	\$18,756.00	
Personal Trainer	\$182.98	\$151.61	\$2,898.89	\$2,521.73	\$1,541.17	\$3,186.43	\$3,848.00	
FC Monitor	\$2,220.20	\$2,702.74	\$13,495.86	\$39,071.12	\$29,656.44	\$17,355.67	\$25,116.00	
Lead Guard	\$492.80	\$1,153.39	\$5,831.30	\$8,985.17	\$4,835.35	\$6,791.76	\$42,331.00	
Child Minder							\$25,116.00	
<b>Total Personnel Services</b>	\$30,731.45	\$39,810.53	\$306,304.77	\$440,791.09	\$267,613.52	\$361,154.32	\$600,118.00	
							\$180,332.00	
							\$780,450.00	
<b>Materials &amp; Services:</b>								
Office Supplies	\$1,222.42	\$45.20	\$3,826.59	\$4,842.63	\$4,220.66	\$4,582.86	\$5,510.00	
Postage Supplies	\$14.70	\$10.71	\$196.35	\$220.47	\$131.97	\$207.37	\$450.00	
Program Supplies	\$1,065.97	\$1,035.16	\$15,445.77	\$14,592.74	\$16,357.60	\$15,822.67	\$18,915.00	
Small Tools					\$75.86			
Chemical & Agricultural Supplies	\$4,545.98	\$3,280.75	\$34,537.52	\$36,515.18	\$33,708.33	\$47,620.19	\$30,800.00	
Store Supplies		\$50.97	\$3,670.79	\$5,516.57	\$2,403.54	\$4,250.99	\$7,500.00	
Gas & Oil Supplies		\$702.08						
Classifieds							\$625.00	
Brochure							\$1,450.00	
Flyers	\$56.05	\$42.38	\$886.90	\$450.59	\$676.61	\$999.00	\$4,850.00	
Professional Dues	\$301.83	\$270.44	\$3,238.85	\$5,571.18	\$4,163.75	\$3,742.01	\$5,340.00	
Conference/Workshops		\$381.69	\$328.00		\$179.04	\$328.00	\$1,450.00	
Staff Mileage					\$82.61		\$350.00	
Staff Expenses	\$9.37		\$202.22	\$434.80	\$1,396.79	\$212.22	\$1,000.00	
<b>Utilities:</b>								
Electricity	\$15,967.13	\$16,474.43	\$148,659.03	\$185,880.58	\$224,768.44	\$179,471.27	\$207,833.00	
Natural Gas	\$6,612.49	\$13,094.97	\$54,622.69	\$53,920.17	\$47,457.38	\$75,975.86	\$69,764.00	
Water/Sewer	\$926.87	\$5,372.67	\$8,088.63	\$55,647.67	\$46,854.56	\$10,869.24	\$29,825.00	
Telephone	\$295.18		\$6,351.89	\$2,907.48	\$4,376.92	\$7,240.98	\$8,700.00	
Fees (activeneel/bank/cc)	\$5,627.90	\$7,635.50	\$55,419.20	\$72,965.91	\$31,981.15	\$65,931.60	\$62,625.00	
Internet & Communication			\$642.21	\$1,512.92	\$1,384.20	\$642.21	\$1,067.00	
Data Storage & Backup							\$45.00	
Video & Online Photography	\$19.08		\$190.80	\$228.96	\$267.12	\$190.80	\$210.00	
Online Advertising			\$32.92			\$32.92	\$262.00	
Ground Maint/Repairs								
Program Contracts 451.380.003	\$1,081.32	-\$395.38	\$7,439.68	\$10,387.56	\$403.45	\$7,915.21	\$22,000.00	
Insurance Services			\$42,225.66	\$44,109.74	\$37,674.92	\$42,225.66	\$46,449.00	
Refunds			\$69.75	\$449.00	\$1,089.00	\$1,069.75	\$450.00	
<b>Total Materials &amp; Services</b>	\$37,746.29	\$46,597.41	\$386,075.45	\$496,154.15	\$459,653.90	\$469,330.81	\$527,470.00	
<b>TOTAL AQUATIC EXPENDITURES</b>	\$68,477.74	\$86,407.94	\$692,380.22	\$936,945.24	\$727,267.42	\$830,485.13	\$1,307,920.00	



## Adult Sports

May 2023 Activity Report, Department 452

Department 452 Participation Tracking		April 2023
Activity	Participants	Participant Hours
Adult City League BKB	90	720
Cam Run	500	500
Total	590	1220
Department 452 Financial Tracking		April 2023
Supervisory Staff Expense	1700	
Administrative Staff Expense	510	
Part Time Staff Expense	00	
Material Expense	9000	
Total Expense	11210	
Program Revenue	16195	
Net	4985	
Cost Per Participant	8.45	
Cost Per Participant Hour	4.09	

### Department 452 – Adult Sports

The Camellia Run took place on April 15 with 500 registered runners.

City League Basketball tipped off on April 3.

The league consists of nine teams playing on Monday/Wednesday evenings.



## Youth Sports

### May 2023 Activity Report, Department [453](#)

Department 453 Participation Tracking	April 2023	
Activity	Participants	Participant Hours
Youth Lacrosse	70	450
Youth Soccer	520	4000
CPRD Track club	110	900
<b>Totals</b>		

Department 453 Financial Tracking	April 2023	
Supervisory Staff Expense	11580	
Administrative Staff Expense	3000	
Part Time Staff Expense	315	
Program/Materials Expense	10890	
Total Expense	25785	
Program Revenue	19765	
Net	(6020)	
Cost Per Participant	(8.6)	
Cost Per Participant Hour	(1.13)	

### Department 453 – Youth Sports

All five Lacrosse teams started games on April 15

The youth soccer program kicked off its game schedule on April 17

The spring soccer program has 41 teams and 520 participants enrolled.

The CPRD track & field club has 110 participants enrolled and will participate in four meets this spring starting on May 5.

Registration for the nine summer sports camps opened April 1.



## MAY 2023 Activity Report

455 Care	May 2023	Fiscal Year To Date
Supervisory Staff	755.56	7,525.70
Recreation Coordinator	1,022.78	10,250.31
Care Director	3,634.36	36,081.22
Care Technician	0.00	0.00
Part Time Staff Expense	31,144.47	259,123.85
Fringe	7,829.05	68,116.29
program Expense	5,902.57	64,344.14
Utilities Expense	0.00	0.00
Total Expense	50,734.36	445,887.08
Program Revenue	36,926.21	474,998.20
Rental Revenue	0.00	0.00
Net	13,808.15	-29,111.12

In the month of April, We have had a lot of rain so the staff at all the sites have been getting creative for indoor games and activities. All sites have nice undercover areas so they still are able to go outside to get some fresh air.

We worked with the school district and their houseless students and was able to provide daycare, free, as they have to be bussed to and from school at odd times. The school district was very grateful with our help.

We are open for summer registration.

474 Pre School	May 2023	Fiscal Year To Date
Supervisory Staff	0.00	0.00
Admin Staff Expense	0.00	0.00
Pre School Instructor	3,634.36	36,081.22
Fringe	1,540.44	14,947.65
program Expense	312.52	1,717.48
Utilities Expense	649.04	5,275.12
Total Expense	\$6,166.66	61,766.27
Program Revenue	3,598.57	24,550.59
Rental Revenue	0.00	0.00
Net	\$2,568.09	37,215.68

The Pre-K childcare and the Bonnie Benedict preschool is wrapping up there letters and getting ready for nice weather so we can play outside! Working on Mother's Day gifts.

April 2023 Board Report  
 454-Recreation  
 456-Senior Center  
 457-Community School

454 Recreation	April 2023	Year to Date
Supervisory Staff Expense	\$755.56	\$7,525.70
Recreation Coordinator	\$2,556.96	\$25,358.91
Part Time Staff Expense	\$2,563.10	\$29,246.19
Fringe	\$2,396.24	\$23,727.71
program Expense	\$1,532.94	\$38,829.19
Utilities/Insurance Expense	0	\$4,482.64
Total Expense	\$9,804.80	\$129,170.34
Program Revenue	\$14,635.66	\$137,094.54
Rental Revenue	0	0
Net	\$-4,830.86	\$-7,924.20

456 Senior Center	April 2023	Year to Date
Supervisory Staff Expense	\$377.78	\$3,588.91
Recreation Coordinator	\$1,022.78	\$9,890.35
Senior Center Specialist	\$3,139.18	\$31,431.27
Part Time Staff Expense	\$51.75	\$260.13
Fringe	\$3,821.99	\$34,429.47
program Expense	\$449.81	\$6,126.12
Utilities/Insurance Expense	\$3,179.43	\$79,636.46
Total Expense	\$12,042.72	\$165,362.58
Program Revenue	\$1,704.49	\$29,250.90
Rental Revenue	\$1,085.00	\$64,549.91
Total Revenue	\$2,785.49	\$93,800.81
Net	\$9,257.23	\$71,561.77

457 Community School	April 2023	Year to Date
Special Services Supervisor	\$906.68	\$9,065.67
Recreation Coordinator	\$511.38	\$4,858.10
Part Time Staff Expense	\$0	\$1,018.69
Fringe	\$774.63	\$7,560.89
Program Expense	\$110.97	\$16,343.83
Utilities/Insurance Expense	\$0	\$3,553.35
Total Expense	\$2,303.66	\$42,440.53
Program Revenue	\$600.00	\$29,965.95
Net	\$1,703.66	\$12,474.58

Respectfully submitted by:  
 Matthew Compton  
 Recreation Coordinator

School Year Gymnastics is doing well.  
 40 Registered in December.  
 82 Registered in January  
 106 Registered in February  
 110 Registered in March  
 91 registered in April  
 98 registered in May

The Recreation and Community School Departments have put a lot of time into preparing for a busy summer day camp season. Registration for most of our camps opened in April but we are still adding a few activities to the schedule. As of today, we have 106 summer camps or activities scheduled through our Recreation and Community School programs. Camps that really cover a span of interests Including Esports, Nature, Equestrian, fitness, art, STEM and athletics.

On April 8<sup>th</sup> we held our annual Easter Egg Hunts. One in Dundee Billick Park and one on the ballfields of Jaquith. Both sites were very well attended by the public. The grounds were a little soft but the rain stayed away. Dundee Fire and rescue, The Dundee Community Committee, and TVF&R were all great community partners this weekend and made everything run smooth. And just in case you were wondering, the two hunts combined distributed 11,000 prize filled eggs.

CPRD Bingo License Application Status.  
 In April CPRD/The senior center submitted an application for a Class C bingo license from Oregon Department of Justice Charitable Gaming Division. Our application was accepted and a license was issues in May 2023. I few more details need to fall into place before we can move forward but we are very close to re-launching the senior center’s bingo program.

The Senior Center mealsite continues to be a focal point of the senior center’s operation. On average our Meals on Wheels program delivers 475 meals per week to homebound seniors. And starting this May, the senior center is serving lunches Monday through Thursday.

# Golf Activity April

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	23 vs 22	% Diff
Dry Days	7	11	9	19	13	15	18	8	10	16	21	26	10	11		
Starts by Category																
Resident	777	479	549	509	659	614	724	475	439	637	623	942	746	709	-37	-5.0%
Non Resident	1534	1294	1190	1326	1256	1238	1578	796	637	582	543	1581	838	737	-101	-12.1%
Group	88	15	90	15	52	64	0	0	162	0	0	0	0	0	0	0.0%
League	63	48	44	108	92	89	68	24	22	11	13	0	0	0	0	0.0%
Complimentary	348	266	406	604	529	444	514	241	212	241	293	758	634	407	-227	-35.8%
Misc/Promotional	476	820	411	351	706	964	1620	474	442	734	1076	1760	982	1298	316	32.2%
Prepaid Online																
Total Starts	3286	2922	2690	2913	3294	3413	4504	2010	1914	2238	2137	5041	3200	3151	-49	-1.5%
Revenue																
Green Fees	\$ 82,633	\$ 62,254	\$ 60,792	\$ 62,224	\$ 64,520	\$ 69,454	\$ 81,939	\$ 57,330	\$ 49,773	\$ 46,671	\$ 38,109	\$ 87,520	\$ 59,816	\$ 99,141	\$ 39,325.00	65.7%
Driving Range	\$ 8,352	\$ 10,777	\$ 9,458	\$ 9,559	\$ 9,457	\$ 9,981	\$ 13,732	\$ 9,315	\$ 8,608	\$ 9,428	\$ 359	\$ 15,725	\$ 10,133	\$ 12,125	\$ 1,992.00	19.7%
Rentals	\$ 18,769	\$ 18,273	\$ 15,624	\$ 14,708	\$ 16,446	\$ 17,932	\$ 37,734	\$ 14,360	\$ 15,694	\$ 16,958	\$ 14	\$ 30,310	\$ 18,437	\$ 22,278	\$ 3,841.00	20.8%
Golf Shop	\$ 7,860	\$ 7,827	\$ 5,648	\$ 6,288	\$ 5,418	\$ 6,533	\$ 7,575	\$ 4,068	\$ 4,944	\$ 5,128	\$ 1,965	\$ 10,813	\$ 8,501	\$ 9,795	\$ 1,294.00	15.2%
Snack Bar	\$ 14,180	\$ 12,178	\$ 10,886	\$ 9,106	\$ 10,759	\$ 14,545	\$ 18,457	\$ 7,577	\$ 6,809	\$ 9,011	\$ 179	\$ 16,327	\$ 10,732	\$ 13,424	\$ 2,692.00	25.1%
Instruction	\$ 1,346	\$ 679	\$ 642	\$ 960	\$ -	\$ 1,531	\$ 265	\$ 90	\$ 99	\$ 295	\$ -	\$ 1,145	\$ 420	\$ 825	\$ 405.00	96.4%
Miscellaneous	\$ 2,377	\$ 1,722	\$ 4,521	\$ 2,987	\$ 10,810	\$ 5,798	\$ 4,069	\$ 3,482	\$ 4,485	\$ 5,314	\$ 7,042	\$ 40,821	\$ 37,491	\$ 5,777	\$ (31,714.00)	-84.6%
Total Revenue	\$ 135,517	\$ 113,710	\$ 107,571	\$ 105,832	\$ 117,410	\$ 125,774	\$ 163,771	\$ 96,222	\$ 90,412	\$ 92,805	\$ 47,668	\$ 202,661	\$ 145,530	\$ 163,365	\$ 17,835.00	12.3%
\$ per Start																
Green Fees \$ per Start	\$ 25.15	\$ 21.31	\$ 22.60	\$ 21.36	\$ 19.59	\$ 20.35	\$ 18.19	\$ 28.52	\$ 26.00	\$ 20.85	\$ 17.83	\$ 17.36	\$ 18.69	\$ 31.46	\$ 12.77	68.3%
Driving Range \$ per Start	\$ 2.54	\$ 3.69	\$ 3.52	\$ 3.28	\$ 2.87	\$ 2.92	\$ 3.05	\$ 4.63	\$ 4.50	\$ 4.21	\$ 0.17	\$ 3.12	\$ 3.17	\$ 3.85	\$ 0.68	21.5%
Rentals \$ per Start	\$ 5.71	\$ 6.25	\$ 5.81	\$ 5.05	\$ 4.99	\$ 5.25	\$ 8.38	\$ 7.14	\$ 8.20	\$ 7.58	\$ 0.01	\$ 6.01	\$ 5.76	\$ 7.07	\$ 1.31	22.7%
Golf Revenue \$ per Start	\$ 33.40	\$ 31.25	\$ 31.92	\$ 29.69	\$ 27.45	\$ 28.53	\$ 29.62	\$ 40.30	\$ 38.70	\$ 32.64	\$ 18.01	\$ 26.49	\$ 27.62	\$ 42.38	\$ 14.76	53.4%
Golf Shop \$ per Start	\$ 2.39	\$ 2.68	\$ 2.10	\$ 2.16	\$ 1.64	\$ 1.91	\$ 1.68	\$ 2.02	\$ 2.58	\$ 2.29	\$ 0.92	\$ 2.15	\$ 2.66	\$ 3.11	\$ 0.45	17.0%
Snack Bar \$ per Start	\$ 4.32	\$ 4.17	\$ 4.05	\$ 3.13	\$ 3.27	\$ 4.26	\$ 4.10	\$ 3.77	\$ 3.56	\$ 4.03	\$ 0.08	\$ 3.24	\$ 3.35	\$ 4.26	\$ 0.91	27.0%
Concession Revenue	\$ 6.71	\$ 6.85	\$ 6.15	\$ 5.28	\$ 4.91	\$ 6.18	\$ 5.78	\$ 5.79	\$ 6.14	\$ 6.32	\$ 1.00	\$ 5.38	\$ 6.01	\$ 7.37	\$ 1.36	22.6%
Total Revenue \$ per Start	\$ 41.24	\$ 38.92	\$ 39.99	\$ 36.33	\$ 35.64	\$ 36.85	\$ 36.36	\$ 47.87	\$ 47.24	\$ 41.47	\$ 22.31	\$ 40.20	\$ 45.48	\$ 51.85	\$ 6.37	14.0%

Membership fees (annual pass purchases), were moved to greens fees revenue instead of misc. revenue for this report. Bottom line is this April we were up 12% in revenue over last April. The weather was certainly better this year, but still a pretty wet April.

YTD through April																
Dry Days	FY2011	FY2012	FY2013	FY2014	FY2015	FY2016	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY23 v FY22	% Diff	
Starts by Category	8040	14074	14081	14088	14095	14102	14109									
Resident	4904	3992	4390	5021	4291	5432	5004	5829			6639	7423	7976	553	7.4%	
Non Resident	15849	11572	14452	12070	10928	11557	9142	8900			8335	7874	6269	-1605	-20.4%	
Group	2652	3117	2346	1708	2093	1791	1748	1211			342	1593	1620	27	1.7%	
League	659	462	534	495	502	470	329	327			0	0	0	0	0.0%	
Complimentry	2175	2404	2608	2586	2153	2511	1740	1747			6169	5002	4121	-881	-17.6%	
Misc/Promotional	5133	6861	4167	3720	8135	7556	5039	7433			15412	9904	11084	1180	11.9%	
Total Starts	31372	28408	28497	25600	28102	29317	23002	25447			36897	31796	31070	-726	-2.3%	
Revenue																
Green Fees	\$ 674,601.00	\$ 629,014.00	\$ 637,107.00	\$ 529,296.00	\$ 594,547.00	\$ 582,508.73	\$ 516,890.00	\$ 527,899.00			\$ 681,067.00	\$ 611,489.00	\$ 715,715.00	\$ 104,226.00	17.0%	
Driving Range	\$ 70,050.00	\$ 58,905.00	\$ 60,017.00	\$ 55,191.00	\$ 54,711.00	\$ 59,418.00	\$ 47,596.00	\$ 52,294.00			\$ 93,124.00	\$ 84,106.00	\$ 85,669.00	\$ 1,563.00	1.9%	
Rentals	\$ 210,021.00	\$ 178,270.00	\$ 180,463.00	\$ 149,931.00	\$ 156,384.00	\$ 196,663.03	\$ 156,382.41	\$ 164,832.00			\$ 237,882.00	\$ 225,699.00	\$ 224,015.00	\$ (1,684.00)	-0.7%	
Golf Shop	\$ 69,044.00	\$ 62,331.00	\$ 67,400.00	\$ 56,980.00	\$ 63,892.00	\$ 49,939.82	\$ 41,473.00	\$ 49,379.00			\$ 80,379.00	\$ 69,904.00	\$ 81,950.00	\$ 12,046.00	17.2%	
Snack Bar	\$ 153,149.00	\$ 153,377.00	\$ 123,435.00	\$ 98,556.00	\$ 115,344.00	\$ 133,507.60	\$ 100,026.00	\$ 111,332.00			\$ 123,615.00	\$ 126,824.00	\$ 139,352.00	\$ 12,528.00	9.9%	
Instruction	\$ 13,744.00	\$ 12,314.00	\$ 14,369.00	\$ 12,923.00	\$ 5,309.00	\$ 2,384.00	\$ 1,400.00	\$ 4,069.00			\$ 11,210.00	\$ 14,213.00	\$ 8,305.00	\$ (5,908.00)	-41.6%	
Miscellaneous	\$ 47,483.00	\$ 44,059.00	\$ 38,496.00	\$ 7,486.00	\$ 16,614.00	\$ (6,526.94)	\$ 14,014.59	\$ 23,951.00			\$ 143,089.00	\$ 138,169.00	\$ 55,592.00	\$ (82,577.00)	-59.8%	
Total Revenue	\$ 1,238,092.00	\$ 1,138,270.00	\$ 1,126,287.00	\$ 911,363.00	\$ 1,006,801.00	\$ 1,017,894.24	\$ 879,782.00	\$ 933,756.00			\$ 1,370,346.00	\$ 1,270,404.00	\$ 1,310,598.00	\$ 40,194.00	3.2%	
\$ per Start																
Green Fees \$ per Start	\$ 21.50	\$ 22.14	\$ 22.36	\$ 20.68	\$ 21.16	\$ 19.87	\$ 22.47	\$ 20.75			\$ 18.46	\$ 19.23	\$ 23.04	\$ 3.80	19.8%	
Driving Range \$ per Start	\$ 2.23	\$ 2.07	\$ 2.28	\$ 2.16	\$ 1.95	\$ 2.03	\$ 2.07	\$ 2.06			\$ 2.52	\$ 2.65	\$ 2.76	\$ 0.11	4.2%	
Rentals \$ per Start	\$ 6.69	\$ 6.28	\$ 6.33	\$ 5.86	\$ 5.56	\$ 6.71	\$ 6.89	\$ 6.48			\$ 6.45	\$ 7.10	\$ 7.21	\$ 0.11	1.6%	
Golf Revenue \$ per Start	\$ 30.43	\$ 30.49	\$ 30.97	\$ 28.69	\$ 28.67	\$ 28.60	\$ 31.43	\$ 29.28			\$ 27.43	\$ 28.98	\$ 33.00	\$ 4.03	13.9%	
Golf Shop	\$ 2.20	\$ 2.19	\$ 2.37	\$ 2.23	\$ 2.27	\$ 1.70	\$ 1.80	\$ 1.94			\$ 2.18	\$ 2.20	\$ 2.64	\$ 0.44	20.0%	
Snack Bar	\$ 4.88	\$ 5.40	\$ 4.33	\$ 3.89	\$ 4.10	\$ 4.55	\$ 4.35	\$ 4.38			\$ 3.35	\$ 3.99	\$ 4.49	\$ 0.50	12.4%	
Concession Revenue	\$ 7.08	\$ 7.59	\$ 6.70	\$ 6.11	\$ 6.38	\$ 6.26	\$ 6.15	\$ 6.32			\$ 5.53	\$ 6.19	\$ 7.12	\$ 0.94	15.1%	
Total Revenue \$ per Start	\$ 39.46	\$ 40.07	\$ 39.52	\$ 35.60	\$ 35.83	\$ 34.72	\$ 38.25	\$ 36.69			\$ 37.14	\$ 39.95	\$ 42.18	\$ 2.23	5.6%	

Very similar to last year, with rounds dipping just a bit, but \$/round up.

**Subject:** Re: Query on playgrounds and the Scout House

**Date:** Wednesday, April 26, 2023 at 5:49:10 PM Pacific Daylight Time

**From:** Yamhill Advocate

**To:** Kat Ricker

**CC:** Don Clements

Also concerning your statement that City of Newberg owns the Scout House, I have already verified with the Scout troop that CPRD controls access to the Scout house so what exactly is the relationship here between the Scout house and CPRD?

Carey Martell  
Editor, Yamhill Advocate

On Wed, Apr 26, 2023 at 5:44 PM Yamhill Advocate <[yamhilladvocate@gmail.com](mailto:yamhilladvocate@gmail.com)> wrote:

Then why does CPRD list playgrounds and the Scout House as revenue sources in all of its audits?

This is an indisputable fact that CPRD is listing these assets as sources of revenue. How do you explain this discrepancy?

Carey Martell  
Editor, Yamhill Advocate

On Wed, Apr 26, 2023 at 8:26 AM Kat Ricker <[kricker@cprdnewberg.org](mailto:kricker@cprdnewberg.org)> wrote:

Carey:

CPRD does not generate revenue from either playgrounds or the Scout House. The Scout House is owned by City of Newberg.

Thank you for your interest in CPRD.

Kat Ricker

*Public Information Director*

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

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

**From:** Yamhill Advocate <[yamhilladvocate@gmail.com](mailto:yamhilladvocate@gmail.com)>

**Date:** Sunday, April 23, 2023 at 9:36 PM

**To:** Kat Ricker <[kricker@cprdnewberg.org](mailto:kricker@cprdnewberg.org)>

**Cc:** Don Clements <[dclements@cprdnewberg.org](mailto:dclements@cprdnewberg.org)>

**Subject:** Re: Public Records Request

In my efforts to better understand CPRD's expenses related to its properties I have reviewed many many years of the audit reports CPRD has submitted to the State of Oregon.

I would like to know how CPRD is generating revenues from playgrounds and the Scout House?

While I've noticed at times these two properties (or at least property categories in the case of "playgrounds") are paired with "Centers" / Community center ( ie the former Boys and Girls Club of America building across from the fire department) it does not make a lot of sense to me how these properties could possibly be generating the revenue numbers that CPRD is claiming that they do. Can you please explain in detail how revenue is generated revenue with these properties?

Can you also explain why the Scout house is being listed as an asset of CPRD and when that transfer of ownership occurred and why?

Carey Martell

Editor, Yamhill Advocate

On Thu, Mar 30, 2023, 10:10 PM Yamhill Advocate <[yamhilladvocate@gmail.com](mailto:yamhilladvocate@gmail.com)> wrote:

Thank you I suppose that answers my question. It sounds like you guys don't track costs for specific properties during budgeting. While that raises the question about how CPRD knows how much it needs for each property each year and also implies CPRD does not track how much it actually spends on each property each year, it does answer my question.

Carey Martell

Editor, Yamhill Advocate

On Thu, Mar 30, 2023, 2:21 PM Kat Ricker <[kricker@cprdnewberg.org](mailto:kricker@cprdnewberg.org)> wrote:

Carey:

The task of reorganizing budgeted expenditures per property would require substantial staff time, and CPRD would charge for this time. The CPRD budget is organized by expenditure categories such as Personnel Services, Maintenance and Repairs, Capital Outlay and more, rather than expenditures per property. The Parks and Facilities Supervisor is responsible for the Parks Department budget, and budgets for maintenance of properties accordingly. This supervisor also provides updates with details per property in monthly Activity Reports, which you can find in Board meeting packets which are available on our website at <https://www.cprdnewberg.org/meetings>. If you would like to learn more about the budgeting process, you might be interested in attending the annual Budget Committee meeting on April 4th; the public is welcome to ask questions of the committee and staff. If you would like to schedule an appointment to discuss the parks budget with the supervisor, please let me know.

Thank you for your interest in CPRD.

**Kat Ricker**

*Public Information Director*

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

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

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**From:** Yamhill Advocate <[yamhilladvocate@gmail.com](mailto:yamhilladvocate@gmail.com)>

**Date:** Tuesday, March 28, 2023 at 12:21 PM

**To:** Kat Ricker <[kricker@cprdnewberg.org](mailto:kricker@cprdnewberg.org)>

**Subject:** Re: Public Records Request

That did not answer my question. This is part of my public records request. I'll ask again.

My question is, if they are not documented then how does CRPD know how much it has spent on expenses related to specific properties? Are you suggesting CRPD does not keep track at all of how much money it spends on its individual properties, for things including but not limited to maintenance, improvements, etc.?

Carey Martell

Editor, Yamhill Advocate



On Tue, Mar 28, 2023, 10:53 AM Kat Ricker <[kricker@cprdnewberg.org](mailto:kricker@cprdnewberg.org)> wrote:

Hello Carey:

The CPRD Parks and Facilities budget is calculated by the Basic Services Supervisor, in order to budget across parks and facilities. If you are interested in learning more about the CPRD budgeting process, you may be interested in attending the upcoming annual budget committee meeting at 6 p.m. on Tuesday, April 4, at the administration building. The proposed 2023-24 budget will be discussed for consideration and possible approval then. Additional meetings, if needed, may be scheduled April 5 – 7.

Thanks for your interest.

Kat Ricker

*Public Information Director*

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

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

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**From:** Yamhill Advocate <[yamhilladvocate@gmail.com](mailto:yamhilladvocate@gmail.com)>

**Date:** Friday, March 24, 2023 at 1:07 PM

**To:** Kat Ricker <[kricker@cprdnewberg.org](mailto:kricker@cprdnewberg.org)>

**Subject:** Re: Public Records Request

Thank you for the timely fulfilment of the request.

You said,

"Expenditures are not documented per location; instead, these are documented as part of the Parks Department Budget within the annual District Budget, which is available to the public. See General Fund section, Parks Department, Utilities. Note that water is not included, since all properties are on wells."

My question is, if they are not documented then how does CRPD know how much it has spent on expenses related to specific properties? Are you suggesting CRPD does not keep track at all of how much money it spends on its individual properties, for things including but not limited to maintenance,

improvements, etc.?

Carey Martell

Editor, Yamhill Advocate

On Fri, Mar 24, 2023 at 12:15 PM Kat Ricker <[kricker@cpdnewberg.org](mailto:kricker@cpdnewberg.org)> wrote:

Dear Carey Martell:

Read on for response to your information request.

Properties which CPRD owns, leases, or otherwise controls and provides housing to employees and their names:

1. Ewing Young Park

1201 S. Blaine St.

Newberg, OR 97132

[REDACTED]

2. Bob and Crystal Rilee Park property

12075 NE Parrott Mtn. Rd.

Newberg, OR 97132

[REDACTED]

3. Chehalem Glenn Golf Course

30265 NE Wilsonville Rd.

Newberg, OR 97132

[REDACTED]

4. Brillas property

17800 NE Chehalem Dr.

Newberg, OR 97132

[REDACTED]

Expenditures are not documented per location; instead, these are documented as part of the Parks Department Budget within the annual District Budget, which is available to the public. See General Fund section, Parks Department, Utilities. Note that water is not included, since all properties are on wells.

The 2023-24 proposed budget will be discussed for adoption at the upcoming meeting of the Budget Committee on April 4<sup>th</sup>. It is available for view in the office now. Please let me know if you would like to schedule an appointment to come in and read it or any previous budgets. Previous budgets are also available in the office and online at <https://www.cprdnewberg.org/general/page/budget>.

Thank you for your interest.

**Kat Ricker**

*Public Information Director*

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

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

**From:** DontReply <[DontReply@cprdnewberg.org](mailto:DontReply@cprdnewberg.org)>

**Date:** Tuesday, March 21, 2023 at 2:07 PM

**To:** Kat Ricker <[kricker@cprdnewberg.org](mailto:kricker@cprdnewberg.org)>

**Subject:** Form submission from: Public Records Request

Submitted on Tuesday, March 21, 2023 - 2:07pm

Submitted by anonymous user: 73.25.246.194

Submitted values are:

Requestor Name Carey Martell

Organization (optional) Yamhill Advocate

Address 120 N. Everest Rd

Address 2 (if needed) Unit C

City, State, Zip Newberg Oregon 97132

Phone 5033896503

Email [yamhilladvocate@gmail.com](mailto:yamhilladvocate@gmail.com)

Describe your request Please provide me with a list of all properties which CPRD owns, leases or otherwise controls and which it provides housing to its employees, along with an accounting report of the expenses related to these properties at least over the past 5 years, as well as a list of the employees at each address

If you're seeking a fee waiver or reduction, please explain how making these records available primarily benefits the general public. This information is requested as part of my journalism work to review how CRPD spends its tax money.

The results of this submission may be viewed at:

<https://www.cprdnewberg.org/node/19027/submission/4301>

# FACTS

- ① Awhile back Maxine confronted chatty Cathy because she single handedly ruined the 9:15 am waterx classes with constant talking.
- ② Kathleen O'Malley, teacher, asked chatty Cathy to be quiet. She did this during the class. She asked us all to be polite. Chatty Kathy tried to bully Maxine
- ③ Chatty Kathy who is incredibly immature is termed out of class and tried to get in with the toddlers in the lazy river.
- ④ Wendy told her to go back to class "like a big girl".  
God bless Wendy.
- ⑤ Since then Chatty Kathy is fairly quiet, at least in Kathleen's class. Karen will not say anything to the rude people.

- ⑥ Maxine wears industrial ear phones to block out the rude people.
- ⑦ Bruce has moved away from Diane and Linda to avoid their incredibly persistent rude behavior.
- ⑧ Ann spent over \$200- on music head phones because asking Diane & Linda politely to be quiet is a waste of time.
- ⑨ Numerous letters have been sent to the pool and the Board about Diane and Linda talking loud (Linda is hard of hearing) BUT Their talking is absolutely non-stop 60 minutes.
- ⑩ Kathleen - who brought Chatty Cathy into adv & hood will not say the same to Linda & Diane. In fact Kathleen chats w/ Diane, adding fuel to the fire.

If any of us have the courage  
or stupidity to ask Diane and  
Linda to be quiet they tell us  
to F - ourselves.

The bottom line is these 2  
Lonely hearts have options:

public sessions

Those of us who are giving  
Cheltenham Park & Rec District  
thousands of dollars are  
stuck.

① Bruce comes less.

② Maxine has commercial  
headphones.

③ Ann spent \$200 plus.

What the hell does it take?



they smile & thumb their nose at us because you let them.

Wendy & Kathleen O'Malley  
took an adult and reasonable  
stand against Chatty Kathy.  
It brought her to near  
politeness. we can hear the  
teachers.

What has happened to the  
leadership at the pool  
and/or Board that now  
doesn't give a crap about  
the quality of classes,  
water x????????

Because Linda & Diane know  
there's no leadership they are  
worse and worse - destroying  
every single 9:15 water  
class - why?

Because (you) are allowing it.

Because they can.

A normal or decent person would behave.

The question is not  
who is writing these  
letters?

---

The question is why  
is no one reading them?

---

What happened to decency?

Why are these 2 adult women  
noisier and far more rude  
than the toddlers in the

next pool? Why are they  
happily ignoring numerous  
requests to be polite?

Because you allow it!

## Bottom Line

- ① It's an exercise class !!!
- ② We are ~~not~~ paying \$\$\$ to listen to lonely and rude women.
- ③ Talking is not polite in school, church, movies, etc.

It's downright RUDE

- ④ You can talk in ① public sessions at the pool.

② your home

③ restaurants, stores

④ EVERYWHERE

ELSE!!!

# FACT

Kathleen asked Chatty Cathy  
to be QUIET

She did this in front of the  
whole class.

Now she is Inconsistent  
and Thin Skinned

Now she is a prima donna  
and hysterical  
and needs an intervention  
seriously.

Any wonder these letters  
are anonymous ???

Death threats are next  
243 for those of us writing.



you would not let them talk in the  
gym/land classes

4/16/23

We give up!!!

We are starting the process  
for refunds of pool

membership (in full)

because we cannot take  
the water x classes we  
joined the pool for -

due to noisy, rude, lonely

foul mouth few women

e.s.p. DIANE + LINDA  
who destroy the program.

They tell us to f--- ourselves.

( At least 12  
of us so far )



# Oregon

Tina Kotek, Governor

**Employment Department**  
875 Union Street NE  
Salem, Oregon 97311  
employment.oregon.gov

0000106



CHEHALEM PARK AND RECREATION DISTRICT  
125 S ELLIOTT RD  
NEWBERG OR 97132-2117

Date Issued April 05, 2023  
Letter ID L0000548334  
Case ID 989255  
BIN 00514015-3

## Approval of Equivalent Plan Application

### Why am I receiving this notice?

The Oregon Employment Department received an equivalent plan application from CHEHALEM PARK AND RECREATION DISTRICT.

After reviewing your application and required documents, your application has been approved and is effective Jul 1, 2023. However, your equivalent plan coverage and benefits don't begin until Sept. 3, 2023 when Paid Leave Oregon benefits rollout.

### What should I do?

For the period of Jan. 1, 2023 – Jun 30, 2023, you were exempt from paying contributions to Paid Leave Oregon due to an approved declaration of intent on file.

Beginning on Jul 1, 2023, you will continue to be exempt from paying contributions to Paid Leave Oregon due to your equivalent plan approval.

You are required to begin providing employees paid leave coverage under your approved equivalent plan beginning Sept. 3, 2023.

### Have questions?

If you have questions regarding this message, please contact the Paid Leave Oregon Equivalent Plan Unit at [paidleave@oregon.gov](mailto:paidleave@oregon.gov) or 833-854-0166 (toll free) between 8 a.m. and 5 p.m., Monday through Friday. You can find more information about Paid Leave equivalent plans by visiting our website at [paidleave.oregon.gov](http://paidleave.oregon.gov).

Sincerely,  
Paid Leave Oregon  
Oregon Employment Department

### Need help?

The Oregon Employment Department (OED) is an equal opportunity agency. Everyone has a right to use OED programs and services. OED provides free help. Some examples are sign language and spoken language interpreters, written materials in other languages, braille, large print, audio and other formats. If you need help, please call 503-947-1488. TTY users call 711. You can also ask for help at



contributions.unit@employ.oregon.gov.

**¿Necesita asistencia?**

El Departamento de Empleo de Oregón (OED por sus siglas en inglés) es una agencia de igualdad de oportunidades. Todas las personas tienen derecho a utilizar los programas y servicios del OED. El OED proporciona ayuda gratuita. Algunos ejemplos son intérpretes de lenguaje de señas y lenguaje hablado, materiales escritos en otros idiomas, braille, letra grande, audio y otros formatos. Si necesita ayuda, llame al 503-947-1488. Los usuarios de TTY deben llamar al 711. También puede solicitar ayuda en [contributions.unit@employ.oregon.gov](mailto:contributions.unit@employ.oregon.gov).





Thursday, September 29, 2022

Page 1 of 2

## Opportunity to Comment

KH 600  
ADJOINING PROPERTY OWNER

**CHEHALEM PARK AND RECREATION DISTRICT**  
**125 S ELLIOTT RD**  
**NEWBERG OR 97132**

**775 Summer Street NE**  
**Suite 100**  
**Salem Oregon 97301-1279**  
**Ph 503-986-5200**  
**Fax 503-378-4844**

### APPLICATION No.: APP0064079

Applicant Name: ODOT

County: Yamhill; Waterbody: Wetland; TRSQQ: 03S02W28

Latitude 45.285000, Longitude -122.944000

The Oregon Department of State Lands (DSL) received an application for a project that involves removal or fill activity in a wetland or waterway. Your name was provided by the applicant as an adjoining landowner. We are notifying you of the opportunity to comment on the application. You can view the application via our website:

<http://www.statelandsonline.com>

Click on "Check Permit and Authorization Status."

Select the county for this project and then click on the application number. From here, you may read or download the application and submit comments electronically.

The comment period on this application ends at 5:00 pm on October 13, 2022.

All comments will be considered before a decision is made on the application. Copies of the applicable laws and rules are available on the DSL website at:

<http://www.oregon.gov/dsl/Laws/Pages/LawsRules.aspx>

You may also submit comments via US mail or fax. You may request a paper copy of the application by calling DSL at (503) 986-5200. Please have the application number and county name ready.

PLEASE MARK BOXES BELOW AND SUBMIT WRITTEN COMMENTS IN THE SPACE PROVIDED OR ATTACH ADDITIONAL SHEETS AS NEEDED.

I have reviewed the information and offer the following comments as they relate to effects on the wetlands or waterways:

- ☐ A permit is required from this agency. Permit type: \_\_\_\_\_
- ☐ The adverse impacts of the project to water resources, though measurable, would not unreasonably impact water resources or unreasonably interfere with navigation, fishing and/or public recreation.
- ☐ The reasonably expected adverse impacts of the project would be acceptable if the project design or construction methods were changed/alterd (Please explain below).
- ☐ An alternative site or design should be investigated (Please explain below).
- ☐ The project will adversely impact State and/or federally listed species (Please explain below).

- ☐ The project will adversely impact a known archeological and/or historical resource site (Please explain below).
- ☐ The project will adversely impact water resources. Please list/explain the expected adverse water resource impacts (e.g. loss of fish spawning area, conflicts with recreational boating, loss of high functioning wetland).
- ☐ The project will unreasonably interfere with navigation, fishing and or public recreation.
- ☐ The compensatory mitigation is insufficient to compensate for the reasonable expected adverse impacts of the project.
- ☐ We recommend that this permit be denied (Please explain below).

Comments:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**BRADLEY C. BERRY**  
**DISTRICT ATTORNEY**

**KATHRYN LYNCH**  
*Chief Deputy District Attorney*



**F. Cecilia Martinez**  
**Office Administrator**

OFFICE OF THE DISTRICT ATTORNEY  
FOR YAMHILL COUNTY  
535 E. 5TH STREET  
MCMINNVILLE, OREGON 97128  
TELEPHONE (503) 434-7539  
FAX: (503) 434-5760

April 20, 2023

VIA EMAIL: [rrwallis@gmail.com](mailto:rrwallis@gmail.com)  
[director@chehalemcenter.org](mailto:director@chehalemcenter.org)  
[john@newberglaw.com](mailto:john@newberglaw.com)

Dear Ms. Wallis:

In your public records petition under ORS 192.411 et seq., you appealed a denial of a public records request you made of the Chehalem Cultural Center for the following record:

"A copy of the rental contract between CCC and Rebuilding our school community for the event on March 16, 2023."

On April 4, 2023, I emailed Sean Andries, the Executive Director of Chehalem Cultural Center, to clarify the organization's position on your request.

On April 10, 2023, Mr. Andries replied to my email stating that he declined your record request as the Chehalem Cultural Center is an independent 501(c)(3) nonprofit organization and not a public body.

The Public Records Law applies to any public body in this state. A "public body" is broadly defined under ORS 192.311(4) to include

every state officer, agency, department, division, bureau, board and commission; every county and city governing body, school district, special district, municipal corporation, and any board, department, commission, council, or agency thereof; and any other public agency of this state.

Under ORS 192.311(6), this definition includes any state agency, which means "any state officer, department, board, commission or court created by the Constitution or statutes of this state."

The Public Records Law does not apply to private entities, such as nonprofit corporations, unless it is the "functional equivalent" of a public body. Marks v. McKenzie High School Fact-Finding Team, 319 Or 451 (1994). Determining whether a private entity is the functional equivalent of a public body depends on the entity's character and its relationship with government and government decision-making. The following factors are typically relevant in making this determination:

1. The entity's origin (e.g., whether the entity was created by government or had some origin independent of government).
2. The nature of the function assigned to and performed by the entity (e.g., whether that function is one traditionally associated with government or is one commonly performed by private entities).
3. The scope of the authority granted to and exercised by the entity (e.g., does the entity have the authority to make binding governmental decisions, or is it limited to making nonbinding recommendations).
4. The nature and level of government financial involvement with the entity. (Financial support may include payment of the entity's members or fees as well as provision of facilities, supplies, and other nonmonetary support.)
5. The nature and scope of government control over the entity's operation.
6. The status of the entity's officers and employees (e.g., whether the officers and employees are government officials or government employees).

Although Chehalem Cultural Center's website states that it receives support from several government bodies, I do not believe it to be the "functional equivalent" of a public body under the *Marks* criteria. As such, I find that it is a private entity and therefore not subject to the Public Records Law.

If you disagree with my decision, you may seek review by the Yamhill County Circuit Court pursuant to ORS 192.411.

Sincerely,



Kathryn Lynch  
Chief Deputy District Attorney  
Yamhill County District Attorney

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

JOHN T. BRIDGES  
STEPHEN C. PALMER  
RICHARD P. BROWN

ALLYN E. BROWN  
DONALD O. TARLOW  
Retired



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

May 9, 2023

Mr. Carey Martell  
120 N Everest Rd #C  
Newberg OR 97132

*Sent via first class mail*

**Re:** *Chehalem Park and Recreation District (CPRD)*

Dear Mr. Martell,

As you are aware our office represents Chehalem Park and Recreation District (CPRD).

In a recent mailing, you utilized a copy of CPRD's logo for your Special Mailer Edition- Yamhill Advocate. You have no legal right to use the logo and you must immediately remove it, and not use it in the future. If you fail to do so, CPRD will consider all available means to eliminate it.

Yours Truly,

BROWN, TARLOW, BRIDGES & PALMER, PC

John T. Bridges

JTB

cc: client



**NOTICE OF CITY COUNCIL PUBLIC HEARING  
URBAN RESERVE AREA EXPANSION**

A property owner in your neighborhood submitted an application to the City of Newberg for a comprehensive plan map change to designate urban reserves. The Newberg City Council will hold a hearing on May 15, 2023 at 7 pm at the Newberg Public Safety Building, 401 E Third Street, Newberg, OR, and via Zoom <https://us06web.zoom.us/j/84105771038> Or join by phone: US: +1 669 900 6833 Webinar ID: 841 0577 1038. You are invited to take part in the City's review of this project by sending in your written comments or testifying before the Newberg City Council. For more details about giving comments, please see the back of this sheet.

The application would add 95.3 acres of urban reserves for potential future urbanization. If the application is approved, urban development on the site could not occur until it is brought into the Urban Growth Boundary and annexed into the City of Newberg.

**APPLICANT:** Brian and Kathy Bellairs, and Bestwick LLC (represented by DOWL LLC)

**TELEPHONE:** 503 704-9872

**PROPERTY OWNER:** Brian and Kathy Bellairs, and Bestwick LLC

**LOCATION:** 31544 NE Corral Creek Road, 31905 NE Fernwood Road, 30575 NE Fernwood Road, 30445 NE Fernwood Road

**TAX LOT NUMBER:** R3222 02700, R3222 02500, R3222 2800, R3222 02900

Figure 1: Vicinity Map



We are mailing you information about this project because you own land within 500 feet of the proposed comprehensive plan map change. We invite you to participate in the land use hearing scheduled before the Newberg City Council. If you wish to participate in the hearing, you may do so in person or via Zoom, or be represented by someone else. You also may submit written

comments. Oral testimony is typically limited to five minutes per speaker.

If you mail your comments to the City, please put the following information on the outside of the envelope:

Written Comments: File No. CPMA21-0002 (City)/PA-01-21 (County)  
City of Newberg  
Community Development Department  
PO Box 970  
Newberg, OR 97132

All written comments must be received by 12:00 p.m. on May 11, 2023. Written information received after this time will be read out loud at the hearing subject to time limits for speakers, and will be included in the record if there are further proceedings.

You can look over all the information about this project or drop comments off at Newberg City Hall, 414 E First Street. You can also buy copies of the information for a cost of 25 cents a page. The application material is also available at <https://www.newbergoregon.gov/planning/page/cpma21-0002-newberg-urban-reserve-area-expansion-land-use-application>. A staff report relating to the proposal will be available for inspection at no cost seven days prior to the public hearing. If you have any questions about the project, you can call the Newberg Planning Division at 503-537-1240.

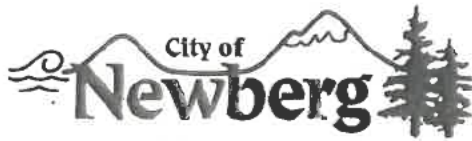
Any issue which might be raised in an appeal of this case with the Director of the Department of Land Conservation and Development must be raised during the public hearing process. You must include enough detail to enable the decision maker an opportunity to respond. The applicable criteria used to make a decision on this application for a comprehensive plan map are found in Newberg Development Code Section Newberg Development Code 15.100.050, 15.302.030(A) (1-5), applicable Newberg Comprehensive Plan Goals & Policies, Oregon Statewide Planning Goals, Newberg Urban Area Management Agreement, ORS 195.143-.145, ORS 197.610 – 626, and Oregon Administrative Rules OAR 660-012, 660-018, 660-021, 660-023.

Prior to the conclusion of the initial evidentiary hearing, any participant may request an opportunity to present additional evidence, arguments or testimony regarding the application through a continuance or extension of the record. Failure of an issue to be raised in the hearing, in person or by letter, or failure to provide statements or evidence sufficient to afford the decision maker an opportunity to respond to the issue precludes appeal to the Director of the Department of Land Conservation and Development based on that issue.

The Newberg City Council will make a decision on the application and forward their decision to Yamhill County Board of Commissioners for a separate public hearing. The Decision will also be sent to the Director of the Department of Land Conservation and Development. If you participate in the public hearing process, either by testifying at the public hearing, or by sending in written comments, we will send you information about any decision made by the City relating to this project.

Date Mailed: May 3, 2023





## Community Development Department

P.O. Box 970 • 414 E First Street • Newberg, Oregon 97132  
503-537-1240. Fax 503-537-1272 [www.newbergoregon.gov](http://www.newbergoregon.gov)

### WE WANT YOUR COMMENTS ON A PROPOSED NEW DEVELOPMENT IN YOUR NEIGHBORHOOD

The City of Newberg's Engineering Division on behalf of two (2) property owners in your neighborhood submitted an application to the City of Newberg's Community Development Department to reconstruct a failing stormwater outfall in the Stream Corridor (SC) Overlay Subdistrict. You are invited to take part in the City's review of this project by sending in your written comments. For more details about giving comments, please see the back of this sheet.

The project will include reconstructing an existing stormwater outfall that discharges into Hess Creek by relocating the existing outfall further downstream toward the bottom of the drainage. A new stormwater pipe and riprap flow dissipater will be installed along with site grading and the planting of grasses, shrubs, and 15 new trees.

APPLICANT: *Fatin Abdullah, City of Newberg Engineering Division*  
TELEPHONE: *503-554-7786*

PROPERTY OWNER: Jim Wheaton; Clare Sunderland;  
LOCATION: 740 S Wyooski S; 730 Wyooski St;  
TAX LOT NUMBER: R3220CA 00802; R3220CA 00700;



*Working Together For A Better Community-Serious About Service"*

B:\PROJECTS\2019 Wyooski Storm Outfall Replacement\2022-Wyooski Storm Outfall Documents\5. DESIGN\and Use Application\LUCS Submittal to Planning Department\2022-12-05 Type II Design Review Draft Notice  
Miller.docx

We are mailing you information about this project because you own land within 500 feet of the proposed new project. We invite you to send any written comments for or against the proposal within 14 days from the date this notice is mailed.

If you mail your comments to the City, please put the following information on the outside of the envelope:

Written Comments:MISC223-0001  
City of Newberg  
Community Development Department  
PO Box 970  
Newberg, OR 97132

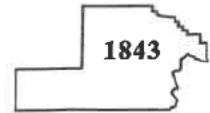
You can look over all the information about this project or drop comments off at Newberg City Hall, 414 E. First Street. You can also buy copies of the information for a cost of 25 cents a page. If you have any questions about the project, you can call the Newberg Planning Division at 503-537-1240 or view the project information online at <https://www.newbergoregon.gov/planning/page/misc223-0001-s-wynoooski-stormwater-outfall-replacement>. All written comments must be turned in by 4:30 p.m. on **05/14/2023**. Any issue which might be raised in an appeal of this case to the Land Use Board of Appeals (LUBA) must be submitted to the City in writing before this date. You must include enough detail to enable the decision maker an opportunity to respond. The applicable criteria used to make a decision on this application for design review approval are found in Newberg Development Code Sections 15.342.070 and 15.342.090

The Community Development Director will make a decision at the end of a 14-day comment period. If you send in written comments about this project, you will be sent information about any decision made by the City relating to this project.

Date Mailed: **05/01/2023**

# Yamhill County

## OFFICE OF COUNTY COUNSEL



535 NE Fifth Street, McMinnville, OR 97128 • 503/434-7502 • Fax 503/434-7553 • TTY 800/735-2900

**CHRISTIAN BOENISCH**  
COUNTY COUNSEL

**COLTON TOTLAND**  
ASSISTANT COUNTY COUNSEL

**JODI GOLLEHON**  
ASSISTANT COUNTY COUNSEL II

**NOHELY BARAJAS-MONTALVO**  
LEGAL ASSISTANT

May 4, 2023

RE: Planning Docket: #FP-10-22/SDR-40-22  
Applicant: NV5 Inc.  
Board Order 23-168

### To Interested Parties:

At the May 4, 2023 formal session of the Board of Commissioners, the Board adopted Board Order 23-168, including written findings and conditions upholding the Planning Commission's approval of the above referenced docket, and denying the appeal.

Findings in support of the Board's decision and conditions of approval are contained in Exhibit "A" of Board Order 23-168.

The order and findings may be reviewed, and copies obtained, at the Board of Commissioners Office during normal business hours. The Board of Commissioners Office is located at 434 NE Evans Street, McMinnville, Oregon.

This action constitutes final action by Yamhill County on the application referenced above, but you should be aware that a final land use decision by a local government may be appealed to the Land Use Board of Appeals in most instances. An appeal must be filed within 21 days of the date the decision became final.

If you have any questions regarding the county's action, please contact the Planning Department at (503) 434-7516.

Sincerely,

Nohely Barajas-Montalvo  
Legal Assistant, Yamhill County Counsel

Enclosure

Cc: Planning Department