



Administration Office  
503/645-6433  
Fax 503/629-6301

**Board of Directors Regular Meeting**  
**March 8, 2010**  
**6:00 p.m. Executive Session; 7:00 p.m. Regular Meeting**  
**HMT Recreation Complex, Peg Ogilbee Dryland Meeting Room**  
**15707 SW Walker Road, Beaverton**

**AGENDA**

- 6:00 PM 1. Executive Session\*
- A. Personnel
  - B. Land
- 7:00 PM 2. Call Regular Meeting to Order
- 7:05 PM 3. Action Resulting from Executive Session
- 7:10 PM 4. Audience Time\*\*
- 7:15 PM 5. Board Time
- 7:20 PM 6. Consent Agenda\*\*\*
- A. [Approve: Minutes of February 8, 2010 Regular Meeting](#)
  - B. [Approve: Monthly Bills](#)
  - C. [Approve: Monthly Financial Statement](#)
  - D. [Approve: 2010 Local Government Grant Program Applications Resolutions](#)
  - E. [Award: Pedestrian Path Asphalt Overlay Project Contract](#)
  - F. [Approve: Resolution Declaring Intent to Reimburse Capital Expenditures](#)
- 7:25 PM 7. Unfinished Business
- A. [Approve: Bureau of Environmental Services Easement Request at Garden Home Recreation Center/Fanno Creek Trail](#)
  - B. [Ratify: Collective Bargaining Agreement](#)
  - C. [Update: Sustainability Program](#)
  - D. [Information: General Manager's Report](#)
- 8:15 PM 8. New Business
- A. [Update: Natural Resources](#)
- 8:30 PM 9. Adjourn

**\*Executive Session:** Executive Sessions are permitted under the authority of ORS 192.660. Copies of the statute are available at the offices of Tualatin Hills Park and Recreation District. **\*\* Public Comment:** If you wish to be heard on an item not on the agenda, or a Consent Agenda item, you may be heard under Audience Time with a 3-minute time limit. If you wish to speak on an agenda item, also with a 3-minute time limit, please wait until it is before the Board. **Note:** Agenda items may not be considered in the order listed. **\*\*\*Consent Agenda:** If you wish to speak on an agenda item on the Consent Agenda, you may be heard under Audience Time. Consent Agenda items will be approved without discussion unless there is a request to discuss a particular consent agenda item. The issue separately discussed will be voted on separately. In compliance with the American with Disabilities Act (ADA), this material, in an alternate format, or special accommodations for the meeting, will be made available by calling 503-645-6433 at least 48 hours prior to the meeting.



## MEMO

**DATE:** March 2, 2010  
**TO:** The Board of Directors  
**FROM:** Doug Menke, General Manager  
**RE:** Information Regarding the March 8, 2010 Board of Directors Meeting

### **Agenda Item #6 – Consent Agenda**

Attached please find Consent Agenda items #6A-F for your review and approval.

**Action Requested: Approve Consent Agenda Items #6A-F as submitted:**

- A. Approve: Minutes of February 8, 2010 Regular Meeting**
- B. Approve: Monthly Bills**
- C. Approve: Monthly Financial Statement**
- D. Approve: 2010 Local Government Grant Program Applications Resolutions**
- E. Award: Pedestrian Path Asphalt Overlay Project Contract**
- F. Approve: Resolution Declaring Intent to Reimburse Capital Expenditures**

### **Agenda Item #7 – Unfinished Business**

#### **A. Bureau of Environmental Services Easement Request at Garden Home Recreation Center/Fanno Creek Trail**

Attached please find a memo from Jim McElhinny, Director of Park & Recreational Services, regarding a City of Portland Bureau of Environmental Services (BES) project to replace a sewer line that crosses the Garden Home Recreation Center Park and a section of the Fanno Creek Trail. BES staff will be at your meeting to make a second presentation on the project, the first having occurred at the January 11, 2010 Regular meeting, and to answer any questions the Board of Directors may have.

**Action Requested: Board of Directors approval of the following actions:**

- 1.) Acceptance of the BES Community Benefit Funds;**
- 2.) Authorization for the General Manager to sign the Obligation Agreements; and**
- 3.) Approval of the easement requests as presented and authorization for the General Manager to execute the easements.**
- 4.) In addition, staff should seek input and return to the Board with a recommendation as to how the Community Benefit Funds should be used.**

#### **B. Collective Bargaining Agreement**

Attached please find a memo from Keith Hobson, Director of Business & Facilities, requesting the Board of Directors ratify the Collective Bargaining Agreement with the Park District Employees Association for the three-year period beginning on July 1, 2010. Keith will be at your meeting to provide an overview of the memo and to answer any questions the Board of Directors may have.

**Action Requested:** Board of Directors ratification of the Collective Bargaining Agreement with the Park District Employees Association for the three-year period beginning on July 1, 2010.

**C. Sustainability Program**

Attached please find a memo from Jim McElhinny, Director of Park & Recreational Services, providing an update on the Park District's Sustainability Program. Jim, along with Bruce Barbarasch, Superintendent of Natural Resources & Trails Management, will be at your meeting to provide an overview of the memo and to answer any questions the Board of Directors may have.

**Action Requested:** This is an informational presentation. No action is requested.

**D. General Manager's Report**

Attached please find the General Manager's Report for the March 8, 2010 Regular meeting.

**Agenda Item #8 – New Business**

**A. Natural Resources**

Attached please find a memo from Jim McElhinny, Director of Park & Recreational Services, providing an update on the Park District's Natural Resources Department. Jim, along with Bruce Barbarasch, Superintendent of Natural Resources & Trails Management, will be at your meeting to provide an overview of the memo and to answer any questions the Board of Directors may have.

**Action Requested:** This is an informational presentation. No action is requested.

**Other Packet Enclosures**

- [Management Report to the Board](#)
- [Monthly Bond Capital Report](#)
- [Monthly Capital Report](#)
- [Newspaper Articles](#)



## Tualatin Hills Park & Recreation District Minutes of a Regular Meeting of the Board of Directors

A Regular Meeting of the Tualatin Hills Park & Recreation District Board of Directors was held at the HMT Recreation Complex, Peg Ogilbee Dryland Training Center, 15707 SW Walker Road, Beaverton, on Monday, February 8, 2010. Executive Session 6:00 p.m.; Regular Meeting 7:00 p.m.

Present:

Larry Pelatt	President/Director
Bob Scott	Secretary/Director
William Kanable	Secretary Pro-Tempore/Director
Joseph Blowers	Director
Doug Menke	General Manager

Absent:

John Griffiths	Director
----------------	----------

### **Agenda Item #1 – Executive Session (A) Personnel (B) Legal (C) Land**

Secretary, Bob Scott, called Executive Session to order for the following purposes:

- To conduct deliberations with persons designated by the governing body to carry out labor negotiations,
- To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed, and
- To conduct deliberations with persons designated by the governing body to negotiate real property transactions.

Executive Session is held pursuant to ORS 192.660(2), which allows the Board to meet in Executive Session to discuss the aforementioned issues.

Secretary, Bob Scott, noted that representatives of the news media and designated staff may attend the Executive Session; however, media will be excused during discussions regarding labor negotiations. All other members of the audience are asked to leave the room. Representatives of the news media are specifically directed not to disclose information discussed during the Executive Session. No final action or final decision may be made in Executive Session. At the end of the Executive Session, the Board will return to open session and welcome the audience back into the room.

### **Agenda Item #2 – Call Regular Meeting to Order**

President, Larry Pelatt, called the Regular Meeting to order at 7:05 p.m.

### **Agenda Item #3 – Action Resulting from Executive Session**

*There was no action resulting from Executive Session.*

## **Agenda Item #4 – Presentation**

### **A. The Intertwine**

Doug Menke, General Manager, introduced David Bragdon, Metro Council President, to make a presentation on The Intertwine. The Intertwine is a unifying name and brand for the Portland metropolitan area's network of parks, trails and natural areas. The Intertwine Alliance, of which the Park District is a founding member, is a coalition of businesses, nonprofits and public agencies that have joined together to promote The Intertwine and commit to linking trails, parks and natural areas with homes, jobs and schools to create one of the greatest parks network in the world.

David provided a detailed overview of areas The Intertwine is involved in, such as land acquisition, conservation, active transportation, regional parks system and conservation education, as well as the many projects Metro has partnered with the Park District, via a PowerPoint presentation, a copy of which was entered into the record, and offered to answer any questions the Board may have.

President, Larry Pelatt, lauded the beneficial partnership the Park District shares with Metro, as well as other regional agencies, noting that not many other areas in the country enjoy such a unique alliance as The Intertwine.

- ✓ Joe Blowers agreed with Larry's comments, noting that so much more can be accomplished for the public when agencies work together.

## **Agenda Item #5 – Request for Exemption from Competitive Bidding Process for Old Wagon Trail Boardwalk Replacement**

### **A. Open Hearing**

President, Larry Pelatt, opened the public hearing.

### **B. Staff Report**

Keith Hobson, Director of Business & Facilities, provided an overview of the memo included within the Board of Directors information packet regarding the staff request for an exemption from the public bidding process for the design and re-construction of the Old Wagon Trail Boardwalk and to utilize the design/build process as an alternate contracting method. The 2008 Bond Program allocated \$350,870 for trail and boardwalk improvements to the Old Wagon Trail, located within the northwest portion of the Tualatin Hills Nature Park near wetlands and within an Oak Restoration Area. Due to the environmentally sensitive nature of the project area, staff determined that the need to remain flexible during the construction process of the new boardwalk is essential. After reviewing the timing and construction management involved in standard design/bid/build procurement, staff recommends pursuing a design/build contract. Utilization of a design/build process would allow for the most efficient use of project funds by having a single team, well versed in boardwalk construction, carry the project from start to finish. This would also provide the flexibility needed to make in-field adjustments in the design during construction, minimizing the project's impact to environmentally sensitive areas. Keith noted that the exemption would not substantially diminish competition since the District would still conduct a Request for Proposals (RFP) process to select the design/build team; it would merely change the process from being a cost-based solicitation to a qualitative solicitation. The solicitation would also be done before design is completed,

ensuring that the construction technique and design is compatible with the environmentally sensitive areas. Keith offered to answer any questions the Board may have.

Joe Blowers asked whether recycled plastic would be used to reconstruct the boardwalk rather than treated lumber.

- ✓ Steve Gulgren, Superintendent of Planning & Development, confirmed this.

President, Larry Pelatt, commented that flexibility could be built into a traditional RFP process and that cost would not be the sole determining factor.

- ✓ Keith replied that a public improvement bid using factors other than cost would still require an exemption from the rules as adopted by the Park District and that there are other factors dictating why staff is recommending a design/build process.

Larry replied that if that is accurate, the Park District needs to reexamine its policies regarding procurement as it would be losing a huge capacity to be flexible by not utilizing ORS 279C.

- ✓ Keith replied that staff would reexamine the policies. However, that issue aside, the recommendation for design/build would still have merit even if the Park District had the ability to look at factors other than cost.

Larry commented that on one hand, the findings state that the design/build process would not reduce competition, but on the other hand, under the category of Technical Complexity, the desire to limit the firms to those that are technically capable is listed.

- ✓ Keith replied that on any procurement process, the desire is to award the project only to qualified vendors. The intent is to have a process that allows the Park District to define and identify a truly qualified vendor, but, within that subset, have as open and competitive procurement as possible.

Bill Kanable asked for confirmation that under the Park District's normal RFP procurement process, this project would be open to all contractors and that the Park District would have to award the contract based on price.

- ✓ Larry replied that the contractors applying would still need to meet the qualifications in order to bid on the project.
- ✓ Keith replied that with a traditional RFP process, the Park District would create a set of specifications that would include contractor requirements in order to be eligible to bid on the project. Contractors would either meet the minimum threshold or would not and of those that met the threshold, the Park District would award the project to the lowest bidder. The difference in the process being requested is that the RFP becomes a qualitative process where all factors can be looked at in conjunction with each other and the Park District could make a decision based on overall scoring whereby cost is a factor, but so are the contractors' overall qualifications.

Larry replied that he does not believe that the process Keith just described is any different from what a traditional RFP process can be. He wants to ensure that the Park District is being as competitive as possible. Larry noted that part of his concern is the current economy and that the more firms the Park District can expose to the potential of doing work, the better the Park District is doing for its community.

Bob Scott stated that although he understands Larry's comments, he believes that this particular project dictates the exemption more than another project might because of the sensitive environmental areas, as well as the fact that the requested process would allow the Park District to judge the proposals on many different levels.

Keith stated that the intent within the design/build process is to have as competitive of a procurement as possible, noting that it would be publicly advertised and that the period of advertisement would be left open long enough to enable firms to partner with other firms.

- ✓ Larry suggested that encouragement to explore partnership opportunities be added within the background section of the proposal, and that the bidding process be left open for 30 days.

**C. Public Comment**

There was no testimony during Public Comment.

**D. Board Discussion**

There was no Board discussion.

**E. Close Hearing**

President, Larry Pelatt, closed the public hearing.

**F. Board Action**

**Bob Scott moved the Board of Directors, acting as the Local Contract Review Board, approve the findings to support an exemption from competitive bidding requirements and approve an exemption from public bidding requirements and authorization to use an alternative contracting method for the Old Wagon Trail Boardwalk Replacement Project.**

**Bill Kanable seconded the motion. Roll call proceeded as follows:**

Joe Blowers	Yes
Bill Kanable	Yes
Bob Scott	Yes
Larry Pelatt	Yes

**The motion was UNANIMOUSLY APPROVED.**

**Agenda Item #6 – Audience Time**

*There was no testimony during Audience Time.*

**Agenda Item #7 – Board Time**

President, Larry Pelatt, commented that he has received several positive comments from the public about staff responses to inquiries and thanked staff for their efforts.

**Agenda Item #8 –Consent Agenda**

**Bill Kanable moved the Board of Directors approve Consent Agenda items (A) Minutes of January 11, 2010 Regular Meeting, (B) Monthly Bills, (C) Monthly Financial Statement, and (D) Resolution Authorizing Transfer of Metro Local Share Funds. Joe Blowers seconded the motion. Roll call proceeded as follows:**

Bob Scott	Yes
Joe Blowers	Yes
Bill Kanable	Yes
Larry Pelatt	Yes

**The motion was UNANIMOUSLY APPROVED.**

**Agenda Item #9 – Unfinished Business**

**A. Bond Program**

Doug Menke, General Manager, introduced Hal Bergsma, Director of Planning, and Keith Hobson, Director of Business & Facilities, to provide an overview of the memo included within the Board of Directors information packet.

Hal provided a detailed overview of the memo sections regarding capital projects, the land acquisition process, natural resource program activities, and play structure replacements, while Keith provided an overview of the memo section regarding structural upgrade projects. Hal and Keith offered to answer any questions the Board may have.

Bill Kanable expressed a desire to stay informed as to the upcoming schedule of various public meetings being held for bond measure projects.

- ✓ Doug Menke, General Manager, noted that the Board of Directors would be provided a list of upcoming meetings.

**B. Advisory Committee Members**

Doug Menke, General Manager, referenced the memo and applications included within the Board of Directors information packet, noting that this evening the Board is being asked to consider the initial appointments to the recently approved broad-based advisory committees. Once the appointments have been made, staff will hold a mandatory orientation meeting for all committee members.

**Bill Kanable moved the Board of Directors approve the attached resolution for all advisory committee applicants as stated in Resolution 2010-02. Bob Scott seconded the motion.**

**Roll call proceeded as follows:**

<b>Joe Blowers</b>	<b>Yes</b>
<b>Bob Scott</b>	<b>Yes</b>
<b>Bill Kanable</b>	<b>Yes</b>
<b>Larry Pelatt</b>	<b>Yes</b>

**The motion was UNANIMOUSLY APPROVED.**

President, Larry Pelatt, thanked the advisory committee applicants in attendance this evening and congratulated them on their appointments.

**C. FY 2010-11 Park District Goals & Objectives**

Doug Menke, General Manager, provided a brief overview of the memo included within the Board of Directors information packet, noting that at the January 11, 2010 Regular Board Meeting, Park District staff presented proposed FY 2010-11 Goals & Objectives for the Board’s consideration. At the meeting, the Board consensus was for Board members to submit any suggested edits to the General Manager’s office prior to the February 8, 2010 Regular Board Meeting. The draft being presented to the Board of Directors for consideration of adoption this evening includes Board member comments, as well as comments from the Chair of the Trails Advisory Committee and two additional modifications proposed by Park District staff.



**Bob Scott moved the Board of Directors adopt the FY 2010-11 Park District Goals & Objectives as presented. Joe Blowers seconded the motion. Roll call proceeded as follows:**

<b>Bill Kanable</b>	<b>Yes</b>
<b>Joe Blowers</b>	<b>Yes</b>
<b>Bob Scott</b>	<b>Yes</b>
<b>Larry Pelatt</b>	<b>Yes</b>

**The motion was UNANIMOUSLY APPROVED.**

#### **D. General Manager's Report**

Doug Menke, General Manager, provided a detailed overview of the General Manager's Report included within the Board of Directors information packet, which included the following topics:

- Congressman David Wu Visit
- Urban & Rural Reserves Update
  - Hal Bergsma, Director of Planning, provided a detailed update regarding the regional urban and rural reserves process, specifically pertaining to the area designated as 6B which includes South Cooper Mountain and the Park District's Cooper Mountain Nature Park.
- Nature Mobile Update
- Board of Directors Meeting Schedule

Doug offered to answer any questions the Board of Directors may have regarding the General Manager's Report.

#### Urban & Rural Reserves Update

President, Larry Pelatt, asked when the final decisions would be made in this process.

- ✓ Hal replied that it is anticipated that a majority of the process would be completed by the end of the month.

Joe Blowers pondered how the urban designation for area 6B would effect the fulfillment of the land acquisitions needed in order to complete the Cooper Mountain Nature Park.

- ✓ Hal replied that if the Board of Directors has a preference as to the designation for this area, that staff would convey that preference.

Joe commented that Cooper Mountain Nature Park was originally targeted to be close to 500 acres and is currently half of that. In terms of ecological integrity, it would be preferable to ultimately have a 500-acre site. He is concerned whether the Park District would be able to accomplish this if the area is designated as an urban reserve, which would increase the values of the surrounding property.

- ✓ Hal noted that he has suggested to Metro staff and City of Beaverton staff that if a portion of the area is going to be designated as urban, it should be the land located adjacent to Scholls Ferry Road, which is flatter and further away from the regional park, as well as perhaps the land at the top of Cooper Mountain. He noted that discussion has occurred regarding if land is brought into the urban reserve, it should be land that supports the Murray-Scholls Town Center plan and has fairly direct access to that area.

Joe noted that regardless of the late hour, if there is any chance the Park District may influence the decision, it should attempt to do so as it is clearly in our best interest.

- ✓ Doug Menke, General Manager, noted that with Board consensus, Park District staff would convey that message.

Bill Kanable expressed concern with angering the area's property owners, but noted that the Board of Directors needs to make decisions based on the long-term best interests of the Park District, which would be to keep that area designated as rural.

President, Larry Pelatt, asked whether the Park District has any influence this late in the process.

- ✓ Hal replied that the Park District's influence would be marginal at this point, but could tip the balance as well.
- ✓ Doug replied that the Board's conversation thus far is complementary to the staff level discussions so having the Board behind that thought process could be beneficial.

Larry stated that he feels that the Board should stay neutral if it does not have significant weight in the process.

- ✓ Joe replied that he believes it would be significantly difficult for the Park District to enlarge the Cooper Mountain Nature Park if the surrounding area is designated as an urban reserve, especially financially.

Larry replied that while he does not disagree with that statement, he does not see much value in the Board getting involved in such a large issue when it has little influence as to the outcome.

- ✓ Joe replied that he does not see the harm in the Board voicing its preference.
- ✓ Bill agreed, noting that he does not believe the Park District has a lot to lose in voicing its opinion.

President, Larry Pelatt, confirmed the Board consensus to voice opposition to designating the entire area of 6B as an urban reserve.

- ✓ Hal asked for confirmation that land around Scholls Ferry Road and perhaps the top of Cooper Mountain would be appropriate for an urban reserve and to leave the rest as rural.

Larry confirmed this.

## **Agenda Item #10 – New Business**

### **A. District Sites & Trails Renaming Project**

Steve Gulgren, Superintendent of Planning & Development, provided a detailed overview of the memo included within the Board of Directors information packet regarding the District Sites & Trails Renaming Project. Steve noted that the Comprehensive Plan update in 2006 identified key needs pertaining to the names of Park District sites and trails, including the recommendation to distinguish sites by name as to whether the site is primarily for active or passive recreational use. Planning staff is leading a multi-department team on the project and is working through a process to identify which sites should be considered for renaming based upon Comprehensive Plan classifications and guidelines. Steve noted that no specific action by the Board is being requested this evening and that staff would return to the Board at a future date to seek approval of the proposed name changes pursuant to Board Policy.

Bob Scott commented that if a site contains both a natural area and a trail, the name should indicate both aspects of the site, not just the trail, in order to give the site a tighter definition. He provided an example of Willow Creek Trail & Natural Area.

- ✓ Bill Kanable expressed agreement with Bob's suggestion, noting that some of the Park District's larger sites have many different designations within their property lines.

Joe Blowers referenced Fanno Creek Park, which has Fanno Creek Trail running through it as well as a natural area. He asked whether that site would become just Fanno Creek Trail or Fanno Creek Trail & Natural Area.

- ✓ Steve replied that there are many sites that could have multiple designations and that the criteria developed for the project would guide staff in those instances.
- ✓ Hal Bergsma, Director of Planning, noted that it is not always going to be clear what the site should be named and provided an example of Little People's Park.
- ✓ Steve noted that the name would be driven primarily by the intended use of the site.

President, Larry Pelatt, asked whether the project would have an impact on the classification of acreages for the Park District overall, as well as the proportional usage of funding in accordance with those acreages.

- ✓ Doug Menke, General Manager, confirmed that the project would impact the classification of acreages, noting, however, that the reality is that it would be an appropriate impact.

Larry stated that it is a calculation that the Board would want to see.

- ✓ Joe commented that the project would also impact the Park District's honesty with the public. He used Bauman Park as an example, noting that if someone going there was expecting to find play equipment and a classic park setting, they would be disappointed.

Bill suggested a method of listing all of the different aspects of a site under its name.

Joe asked about the background of the name for Jordan-Husen Park.

- ✓ Doug replied that the Husen name refers to the park site and that the Jordan name refers to the trail.

Joe asked why the park name is hyphenated.

- ✓ Steve replied that it was a carry forward from the master planning process, which was a combined process for both properties.

Joe asked why the Park District does not just call it one name.

- ✓ Doug replied that first staff needs to check to see if either of the names are tied to the acquisition process. Otherwise, the goal of this entire project is to simplify.

### **Agenda Item #1 – Executive Session (C) Land (*taken out of order*)**

President, Larry Pelatt, reconvened Executive Session to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

**Agenda Item #11 – Adjourn**

There being no further business, the meeting was adjourned at 9:00 p.m.

---

Larry Pelatt, President

---

Bob Scott, Secretary

Recording Secretary,  
Jessica Collins

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
242214	01/15/10	KRYP-FM Advertising	1,000.00 \$ 1,000.00
241962	01/05/10	OPSIS Architecture, LLP	19,875.25
241977	01/05/10	Scott Edwards Architecture, LLP	8,066.09
242088	01/12/10	City of Beaverton	4,592.00
242109	01/12/10	Peterson Structural Engineers	3,950.00
242171	01/15/10	3J Consulting, Inc.	1,488.00
242188	01/15/10	Caswell/Hertel Surveyors, Inc.	4,734.00
242261	01/15/10	TVA Architects, Inc.	10,500.00
		<b>Capital Outlay-Bond-Facility Expansion &amp; Improvements</b>	<b>\$ 53,205.34</b>
242285	01/19/10	Oregon Dept. of Environmental Quality Capital Outlay-Bond-Metro Natural Areas	1,510.00 \$ 1,510.00
241914	01/05/10	David Evans & Associates, Inc	20,089.56
242221	01/15/10	MacKay & Sposito, Inc.	13,299.39
		<b>Capital Outlay-Bond-New/Redeveloped Community Parks</b>	<b>\$ 33,388.95</b>
242318	01/25/10	GreenWorks, PC Capital Outlay-Bond-New/Redeveloped Neighborhood Parks	5,342.50 \$ 5,342.50
241941	01/05/10	Kompan, Inc.	69,777.00
242001	01/07/10	G.R. Morgan Construction	27,079.75
242253	01/15/10	Sitelines Park & Playground	1,092.00
242387	01/28/10	Cedar Landscape, Inc.	13,481.00
		<b>Capital Outlay-Bond-Replacements &amp; Improvements</b>	<b>\$ 111,429.75</b>
241947	01/05/10	MacKay & Sposito, Inc.	33,998.85
241990	01/05/10	Vigil-Agrimis, Inc.	4,811.40
242351	01/25/10	Vigil-Agrimis, Inc.	1,181.60
		<b>Capital Outlay-Bond-Trail/Linear Parks</b>	<b>\$ 39,991.85</b>
241956	01/05/10	Nevue Ngan Associates Capital Outlay-Bond-Youth Athletic Field Development	5,658.00 \$ 5,658.00
241895	01/05/10	Barbara's Custom Windows	1,401.00
241945	01/05/10	Les Schwab Central Billing Dept.	1,730.77
241984	01/05/10	TT&L Sheet Metal, Inc.	1,523.00
242003	01/07/10	Interstate Roofing, Inc.	26,728.20
242015	01/07/10	Pearsall Tile & Marble, LLC	7,863.05
242086	01/12/10	AAM, Inc.	4,800.00
242205	01/15/10	Grainger	1,104.43
242218	01/15/10	Lincoln Equipment, Inc.	5,109.27
242260	01/15/10	Toughstuff Industrial Floors	20,000.00
242294	01/21/10	Koeber's, Inc.	13,632.00
242369	01/26/10	Jacobs Heating & Air Conditioning	3,382.00
		<b>Capital Outlay-Building Replacements</b>	<b>\$ 87,273.72</b>
241894	01/05/10	Architects Barrentine Capital Outlay-Carryover Projects	4,655.90 \$ 4,655.90
242409	01/28/10	Redwood Lane Nursery, Inc. Capital Outlay-Facility Challenge Grants	2,820.00 \$ 2,820.00
242220	01/15/10	MacKay & Sposito, Inc.	4,025.00
242403	01/28/10	Pacific Fence & Wire Co.	1,010.00
		<b>Capital Outlay-Park &amp; Trail Replacements</b>	<b>\$ 5,035.00</b>
242125	01/14/10	Kerr Contractors Inc & Atlas Track and Tennis	1,813.65
242126	01/14/10	Kerr Contractors Inc & Centerstone Corp	5,033.86
242128	01/14/10	Kerr Contractors Inc & Eagle Plumbing	1,323.52
242131	01/14/10	Kerr Contractors Inc & Kraft Masonry, Inc.	2,058.00

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
242132	01/14/10	Kerr Contractors Inc & Lathrope Construction, LLC	4,698.40
242133	01/14/10	Kerr Contractors Inc & Modular Paving Systems	6,295.95
242134	01/14/10	Kerr Contractors Inc & Modular Paving Systems	4,390.95
242136	01/14/10	Kerr Contractors Inc & Roger Langelièrs Construction	3,322.86
242137	01/14/10	Kerr Contractors Inc & Eagle Elsner	11,862.69
242138	01/14/10	Kerr Contractors Inc & Specialized Pavement Marking	11,362.50
242367	01/26/10	Hartwell Homes, LLC	3,466.78
		<b>Capital Outlay-SDC-Park Development/Improvements</b>	<b>\$ 55,629.16</b>
241886	01/05/10	PGE	22,504.05
241926	01/05/10	Fred Shearer & Sons	1,276.89
242163	01/15/10	PGE	8,118.28
242359	01/25/10	PGE	32,202.82
		<b>Electricity</b>	<b>\$ 64,102.04</b>
242150	01/15/10	Standard Insurance Company	201,510.67
242423	01/29/10	Blue Cross/Blue Shield	171,967.18
242427	01/29/10	MetLife	22,051.66
242430	01/29/10	Standard Insurance Company	2,125.55
242435	01/29/10	UNUM Life Insurance-LTC	1,411.63
242436	01/29/10	Unum Life Insurance-LTD	10,393.56
		<b>Employee Benefits</b>	<b>\$ 409,460.25</b>
242145	01/15/10	Aetna / ING Life Insurance	6,003.82
242147	01/15/10	Manley Services	6,286.49
242151	01/15/10	Standard Insurance Company	25,250.27
242152	01/15/10	Standard Insurance Company	2,952.83
242422	01/29/10	Aetna / ING Life Insurance	6,003.82
242426	01/29/10	Manley Services	7,307.49
242431	01/29/10	Standard Insurance Company	27,660.36
242432	01/29/10	Standard Insurance Company	3,702.83
242434	01/29/10	THPRD - Employee Assn.	6,644.88
		<b>Employee Deductions</b>	<b>\$ 91,812.79</b>
241942	01/05/10	Landmark Ford	92,457.85
242203	01/15/10	General Implement Distributors	2,499.50
		<b>Fleet Capital Replacement</b>	<b>\$ 94,957.35</b>
241985	01/05/10	Tualatin Valley Water District	7,071.37
242190	01/15/10	Conoco Phillips Company	1,720.40
		<b>Gas &amp; Oil (Vehicles)</b>	<b>\$ 8,791.77</b>
241885	01/05/10	NW Natural	27,974.38
242358	01/25/10	NW Natural	43,740.50
		<b>Heat</b>	<b>\$ 71,714.88</b>
242006	01/07/10	Kronos Incorporated	2,970.00
		<b>Information Technology Improvement</b>	<b>\$ 2,970.00</b>
242019	01/07/10	THBOA	5,268.40
242243	01/15/10	Rhythm Of My Heart	2,643.00
242340	01/25/10	Rhythm Of My Heart	1,485.00
242346	01/25/10	THBOA	10,934.95
		<b>Instructional Services</b>	<b>\$ 20,331.35</b>
242252	01/15/10	SDAO	121,173.00
		<b>Insurance</b>	<b>\$ 121,173.00</b>
241898	01/05/10	Beaverton Auto Parts	2,048.80
241900	01/05/10	Beaverton Plumbing, Inc.	1,300.00
241930	01/05/10	Guaranteed Pest Control	1,404.00
242184	01/15/10	Beaverton Plumbing, Inc.	1,212.06
242195	01/15/10	Engineered Control Products	8,841.71
242238	01/15/10	Pavement Maintenance, Inc.	1,045.00

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
242251	01/15/10	Schulz-Clearwater Sanitation	1,312.79
242283	01/19/10	Jack Howk/Rescue Rooter Plumbing	2,180.70
242344	01/25/10	Schulz-Clearwater Sanitation	1,230.00
		<b>Maintenance Services</b>	<b>\$ 20,575.06</b>
241890	01/05/10	Airgas Nor Pac, Inc.	3,201.76
241909	01/05/10	Cinder Butte Rock Products	1,800.00
241910	01/05/10	Coastwide Laboratories	4,324.97
241959	01/05/10	NW Truckstell Sales, LLC	2,226.00
241989	01/05/10	Univar USA, Inc.	3,903.74
242173	01/15/10	Airgas Nor Pac, Inc.	1,366.95
242179	01/15/10	Baker Rock Resources	1,093.68
242189	01/15/10	Coastwide Laboratories	3,787.18
242256	01/15/10	Suburban Propane	2,554.61
242292	01/21/10	Home Depot Credit Services	7,880.77
242327	01/25/10	Meshier Supply Co.	1,422.90
242382	01/28/10	Baker Rock Resources	2,361.84
		<b>Maintenance Supplies</b>	<b>\$ 35,924.40</b>
242384	01/28/10	Beaverton Youth Cheer	1,899.00
		<b>Misc. Other Services</b>	<b>\$ 1,899.00</b>
241961	01/05/10	OfficeMax - A Boise Company	2,333.86
242230	01/15/10	OfficeMax - A Boise Company	1,132.67
		<b>Office Supplies</b>	<b>\$ 3,466.53</b>
241988	01/05/10	United States Postal Service	3,000.00
242264	01/15/10	United States Postal Service	3,000.00
		<b>Postage</b>	<b>\$ 6,000.00</b>
241978	01/05/10	Signature Graphics	29,632.00
		<b>Printing &amp; Publication</b>	<b>\$ 29,632.00</b>
241917	01/05/10	Ed Murphy & Associates	1,195.96
241946	01/05/10	MacKay & Sposito, Inc.	1,441.00
242102	01/12/10	Claudia Johnson	2,925.00
242121	01/12/10	TouchStone Technology, Inc.	1,822.50
242186	01/15/10	Beery, Elsnor & Hammond, LLP	5,614.23
242213	01/15/10	JD White	2,402.50
242375	01/26/10	Talbot, Korvola & Warwick, LLP	3,300.00
		<b>Professional Services</b>	<b>\$ 18,701.19</b>
241919	01/05/10	Ellison Advertising, LLC	1,157.95
241923	01/05/10	Food Services of America	1,591.89
242139	01/14/10	Les Mills West Coast, Inc.	2,320.00
242209	01/15/10	HSBC Business Solutions	2,695.42
		<b>Program Supplies</b>	<b>\$ 7,765.26</b>
242169	01/15/10	Waste Management of Oregon	5,048.40
242282	01/19/10	Farmington Landfill, Inc.	1,398.75
		<b>Refuse Services</b>	<b>\$ 6,447.15</b>
242244	01/15/10	Ricoh Americas Corporation	1,464.38
242245	01/15/10	Ricoh Americas Corporation	3,420.98
		<b>Rental Equipment</b>	<b>\$ 4,885.36</b>
242185	01/15/10	Beaverton School District #48	1,129.98
242316	01/25/10	Fred Shearer & Sons	8,224.00
		<b>Rental Facility</b>	<b>\$ 9,353.98</b>
241891	01/05/10	Alan Hodgson Consulting	1,736.00
241918	01/05/10	Edwards Enterprises	3,040.00
241979	01/05/10	Sound Security, Inc.	9,426.00
241994	01/07/10	Alan Hodgson Consulting	1,705.00
242399	01/28/10	Metro Mountain Climbing, LLC	1,000.00
		<b>Technical Services</b>	<b>\$ 16,907.00</b>

<u>Check Number</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Check Amount</u>
242161	01/15/10	Nextel Communications	2,631.56
242357	01/25/10	Integra Telecom Telecommunications	4,707.68
			<u>\$ 7,339.24</u>
241887	01/05/10	Tualatin Valley Water District	6,718.21
242155	01/15/10	City of Beaverton	7,201.70
242361	01/25/10	Tualatin Valley Water District Water & Sewer	1,679.08
			<u>\$ 15,598.99</u>
		<b>Report Total:</b>	<u><u>\$ 1,476,748.76</u></u>



## Tualatin Hills Park & Recreation District

### General Fund Financial Summary January, 2010



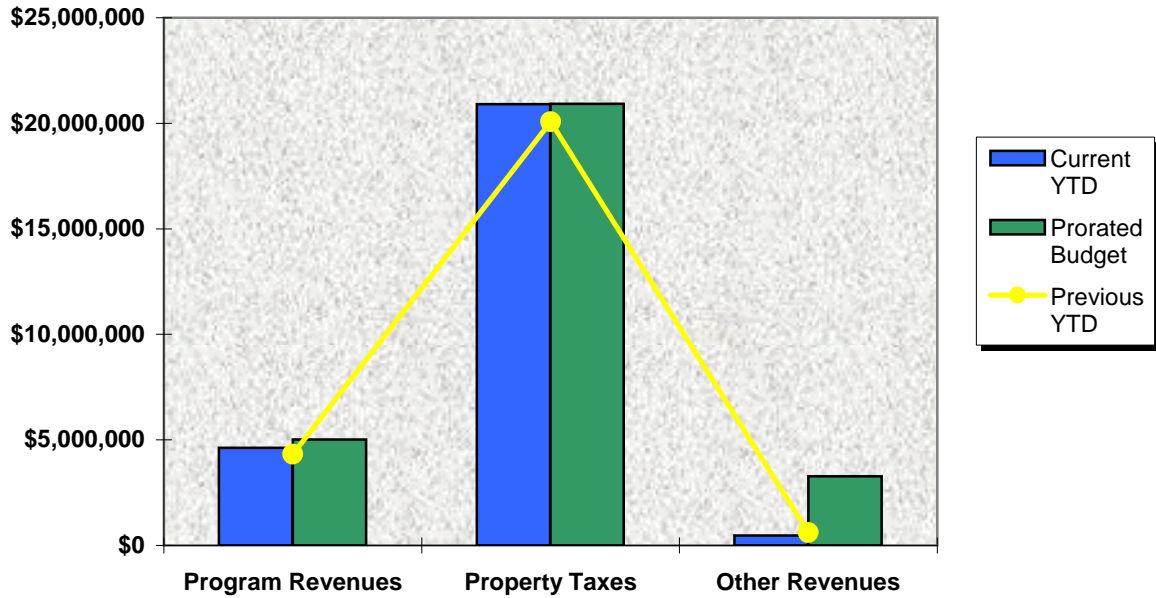
	<i>Current Month</i>	<i>Year to Date</i>	<i>Prorated Budget</i>	<i>% YTD to Prorated Budget</i>	<i>Full Fiscal Year Budget</i>
<b>Program Resources:</b>					
Aquatic Centers	\$ 439,485	\$ 1,313,841	\$ 1,307,794	100.5%	\$ 2,500,562
Tennis Center	209,682	536,328	570,295	94.0%	981,575
Recreation Centers & Programs	719,186	2,157,834	2,418,336	89.2%	4,562,899
Sports Programs & Field Rentals	87,582	528,810	612,667	86.3%	1,122,100
Interpretive Programs	16,649	79,720	107,640	74.1%	303,210
<b>Total Program Resources</b>	<b>1,472,584</b>	<b>4,616,533</b>	<b>5,016,732</b>	<b>92.0%</b>	<b>9,470,346</b>
<b>Other Resources:</b>					
Property Taxes	195,787	20,912,907	20,927,335	99.9%	22,921,506
Interest Income	6,117	27,306	157,275	17.4%	225,000
Facility Rentals/Sponsorships	14,579	112,322	145,582	77.2%	294,700
Grants	645	10,045	10,045	100.0%	660,940
Miscellaneous Income	13,216	317,622	2,966,347	10.7%	3,621,913
<b>Total Other Resources</b>	<b>230,344</b>	<b>21,380,202</b>	<b>24,206,584</b>	<b>88.3%</b>	<b>27,724,059</b>
<b>Total Resources</b>	<b>\$ 1,702,928</b>	<b>\$ 25,996,735</b>	<b>\$ 29,223,315</b>	<b>89.0%</b>	<b>\$ 37,194,405</b>
<b>Program Related Expenditures:</b>					
Parks & Recreation Administration	91,196	386,671	272,027	142.1%	585,005
Aquatic Centers	250,142	2,256,877	2,105,147	107.2%	3,502,741
Tennis Center	70,934	527,670	526,859	100.2%	905,256
Recreation Centers	272,881	2,887,145	3,010,889	95.9%	4,993,182
Programs & Special Activities	107,209	1,090,996	1,140,311	95.7%	1,827,422
Athletic Center & Sports Programs	140,181	877,348	927,350	94.6%	1,695,339
Natural Resources/Nature Park	88,931	682,984	789,075	86.6%	1,344,251
<b>Total Program Related Expenditures</b>	<b>1,021,474</b>	<b>8,709,691</b>	<b>8,771,660</b>	<b>99.3%</b>	<b>14,853,196</b>
<b>General Government Expenditures:</b>					
Board of Directors	10,407	109,309	853,685	12.8%	1,880,364
Administration	93,481	932,589	992,487	94.0%	1,629,700
Business & Facilities	1,109,312	8,951,216	9,240,664	96.9%	15,349,940
Planning	98,905	730,452	664,828	109.9%	1,266,339
Capital Outlay	96,411	805,838	3,083,439	26.1%	5,806,854
<b>Total Other Expenditures:</b>	<b>1,408,516</b>	<b>11,529,404</b>	<b>14,835,104</b>	<b>77.7%</b>	<b>25,933,197</b>
<b>Total Expenditures</b>	<b>\$ 2,429,990</b>	<b>\$ 20,239,095</b>	<b>\$ 23,606,763</b>	<b>85.7%</b>	<b>\$ 40,786,393</b>
<b>Revenues over (under) Expenditures</b>	<b>\$ (727,062)</b>	<b>\$ 5,757,640</b>	<b>\$ 5,616,552</b>	<b>102.5%</b>	<b>\$ (3,591,988)</b>
<b>Beginning Cash on Hand</b>		4,302,587	3,591,988	119.8%	3,591,988
		<b>\$ 10,060,227</b>	<b>\$ 9,208,540</b>	<b>109.2%</b>	<b>\$ -</b>

# Tualatin Hills Park and Recreation District

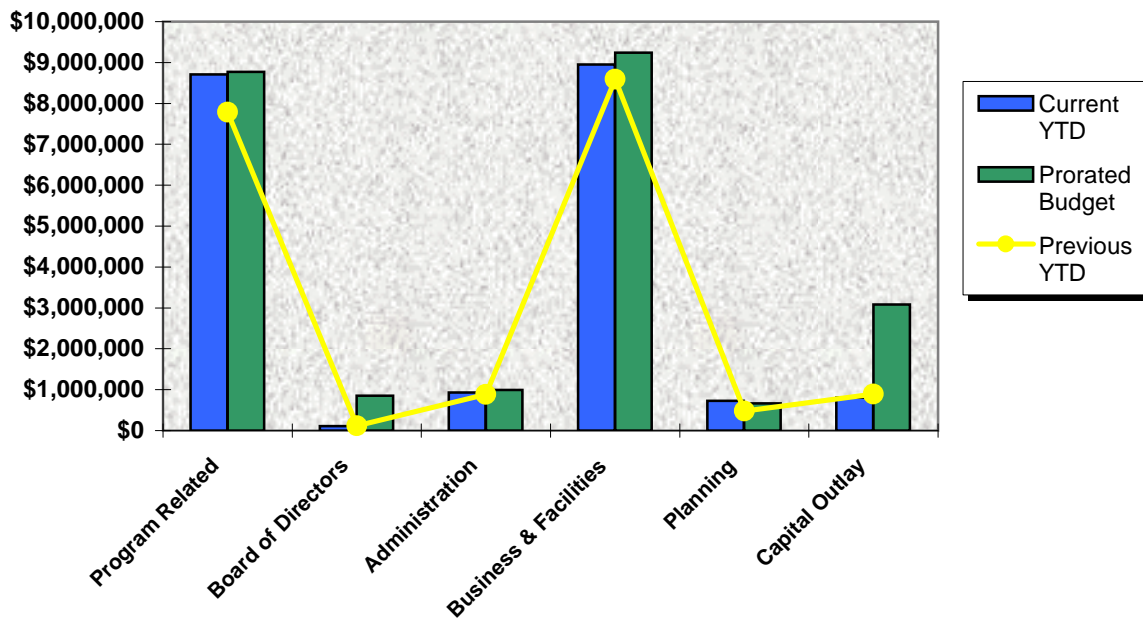
## General Fund Financial Summary

January, 2010

### General Fund Resources



### General Fund Expenditures





[6D]

## MEMO

**DATE:** February 24, 2010  
**TO:** Doug Menke, General Manager  
**FROM:** Hal Bergsma, Director of Planning

**RE:** 2010 Local Government Grant Program (LGGP) Applications Resolutions

### Summary

The Oregon Parks and Recreation Department is accepting applications for the 2010 Local Government Grant Program (LGGP). Applications are due by April 5, 2010. Staff is recommending that the Park District apply for two grants – one in the small grant category to replace existing play equipment at Cedar Hills Recreation Center (CHRC) and one in the large grant category to install play equipment, a picnic pavilion, and site furnishings associated with the Camille Park bond redevelopment project. Staff requests the Board of Directors approval and signature on two resolutions, so staff can apply for two 2010 LGGP grants.

### Background

Grant proposals may include land acquisition, park development, and/or rehabilitation of existing facilities. Eligible park development projects include basic outdoor recreation facilities and associated support facilities, such as play equipment, picnic pavilions, and site furnishings. Eligible rehabilitation projects include the repair, restoration, or reconstruction of facilities, which have been necessitated by obsolescence or normal wear and tear not attributed to lack of maintenance. Staff has identified the replacement of the play equipment at CHRC (rehabilitation project) and the installation of play equipment, picnic pavilion, and site furnishings at Camille Park (development/rehabilitation project) as strong candidates for 2010 LGGP assistance.

Grants in the small grant category are for requests of \$50,000 or less. Grants in the large grant category are for requests of more than \$50,000. LGGP grants require a 50% match in funding from the sponsoring agency.

### Proposal Request

**CHRC** – Staff is anticipating the total project cost for this project to be approximately \$100,000. This number includes the play equipment, site furnishings, ADA improvements, site prep work, installation, landscaping, and a 20% contingency. The proposed play equipment would replace outdated play equipment that does not meet current safety standards and for which routine maintenance has become more challenging due to the difficulty in finding replacement parts and materials.

Staff recommends submitting a small grant application for \$50,000, which is 50% of the total estimated project cost. Staff is proposing that the LGGP grant amount of \$50,000 be initially funded from the FY 2010-11 General Fund. (Grant funds are not disbursed until after a project

is completed. The project would not be started if the grant is not approved.) This amount would be reimbursed at the completion of the project. The District's matching amount of \$50,000 would also be funded from the FY 2010-11 General Fund.

Camille Park – Staff is proposing requesting \$150,000 in grant assistance to cover costs associated with the implementation of the Camille Park Master Plan. The proposed grant funds are for the design/engineering, permitting and installation of the nature play equipment, picnic pavilion, site furnishings, and ADA improvements. Staff currently estimates the grant amount of \$150,000 is equal to what is not currently available in the designated bond funding for the Camille Park redevelopment project.

The proposed grant application of \$150,000 is 23% of the total estimated Camille Park redevelopment project cost of \$650,000. Staff is proposing that the LGGP grant amount, if the grant is received, be initially funded from the FY 2010-11 General Fund. This amount would be reimbursed at the completion of the project. The Park District's financial responsibility is estimated at \$500,000, which is 77% of the total estimated project cost. The District's matching amount of \$500,000 would be funded from the 2008 Bond Measure.

#### **Benefits of Proposal**

With a successful award of the LGGP small grant, the Park District will receive 50% of the estimated project cost for the play equipment replacement project at CHRC. With a successful award of the LGGP large grant, the Park District will receive nearly 25% of the estimated project cost for the Camille Park bond redevelopment project, which will be used to cover the current estimated shortfall for this project. Both projects will improve overall accessibility, compliance with current industry safety standards, and reduced overall maintenance costs.

#### **Potential Downside of Proposal**

With successful grant applications, the appropriation of funds in the FY 2010-11 General Fund will be required to complete the projects for reimbursement and to fulfill the local match requirement (small grant). The projects will include site prep work that could temporarily disrupt users/activities at both CHRC and Camille Park.

#### **Maintenance Impact**

The impact to maintenance costs should be minimal. The new improvements will reduce current maintenance costs and staff time associated with repairs/retrofitting at the existing facilities. Regular and routine maintenance of the new improvements will be in a similar fashion as is currently practiced by the Park District at CHRC and Camille Park.

#### **Action Requested**

Board of Directors approval of Resolution No. 2010-03 and Resolution No. 2010-04 to apply for the 2010 Local Government Grant Program (LGGP) Grants for the replacement of play equipment at CHRC and the design and installation of nature play equipment, picnic pavilion, and site furnishings at Camille Park.

**RESOLUTION NO. 2010-03**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
TUALATIN HILLS PARK & RECREATION DISTRICT  
AUTHORIZING APPLICATION FOR THE  
2010 LOCAL GOVERNMENT GRANT PROGRAM  
FOR PLAY EQUIPMENT REPLACEMENT AT CEDAR HILLS RECREATION CENTER**

**WHEREAS**, state funds are available through the Oregon Parks and Recreation Department for the 2010 Local Government Grant Program for park projects; and

**WHEREAS**, the Tualatin Hills Park & Recreation District (THPRD) is a local government agency/special service district that is eligible to receive said state grant funds; and

**WHEREAS**, replacement of existing aging play equipment with new play equipment, following ADA guidelines, at Cedar Hills Recreation Center is a high priority project that would meet local needs identified in THPRD's Comprehensive Plan; the Oregon State Comprehensive Outdoor Recreation Plan (SCORP); and the Oregon Statewide Planning Goals and Objectives for recreation.

**LET IT HEREBY BE RESOLVED BY THE BOARD OF DIRECTORS OF THE TUALATIN HILLS PARK & RECREATION DISTRICT IN BEAVERTON, OREGON, that:**

THRPD staff is authorized to submit an application to the Oregon Parks and Recreation Department for assistance in funding the design and installation of new play equipment at Cedar Hills Recreation Center.

Approved by the Tualatin Hills Park & Recreation District Board of Directors on the 8<sup>th</sup> day of March 2010.

\_\_\_\_\_  
Larry Pelatt, President

\_\_\_\_\_  
Bob Scott, Secretary

ATTEST:

\_\_\_\_\_  
Jessica Collins, Recording Secretary

**RESOLUTION NO. 2010-04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
TUALATIN HILLS PARK & RECREATION DISTRICT  
AUTHORIZING APPLICATION FOR THE  
2010 LOCAL GOVERNMENT GRANT PROGRAM  
FOR NATURE PLAY EQUIPMENT, PICNIC PAVILION AND SITE FURNISHINGS  
ASSOCIATED WITH THE CAMILLE PARK REDEVELOPMENT PROJECT**

**WHEREAS**, state funds are available through the Oregon Parks and Recreation Department for the 2010 Local Government Grant Program for park projects; and

**WHEREAS**, the Tualatin Hills Park & Recreation District (THPRD) is a local government agency/special service district that is eligible to receive said state grant funds; and

**WHEREAS**, the design and installation of nature play equipment, picnic pavilion, and site furnishings, following ADA guidelines, associated with the redevelopment of Camille Park is a high priority project that would meet local needs identified in the Camille Park Master Plan, THPRD's Comprehensive Plan; the Oregon State Comprehensive Outdoor Recreation Plan (SCORP); and the Oregon Statewide Planning Goals and Objectives for recreation.

**LET IT HEREBY BE RESOLVED BY THE BOARD OF DIRECTORS OF THE TUALATIN HILLS PARK & RECREATION DISTRICT IN BEAVERTON, OREGON, that:**

THRPD staff is authorized to submit an application to the Oregon Parks and Recreation Department for assistance in funding the design and installation of new nature play equipment, picnic pavilion, and site furnishings associated with the Camille Park redevelopment project.

Approved by the Tualatin Hills Park & Recreation District Board of Directors on the 8<sup>th</sup> day of March 2010.

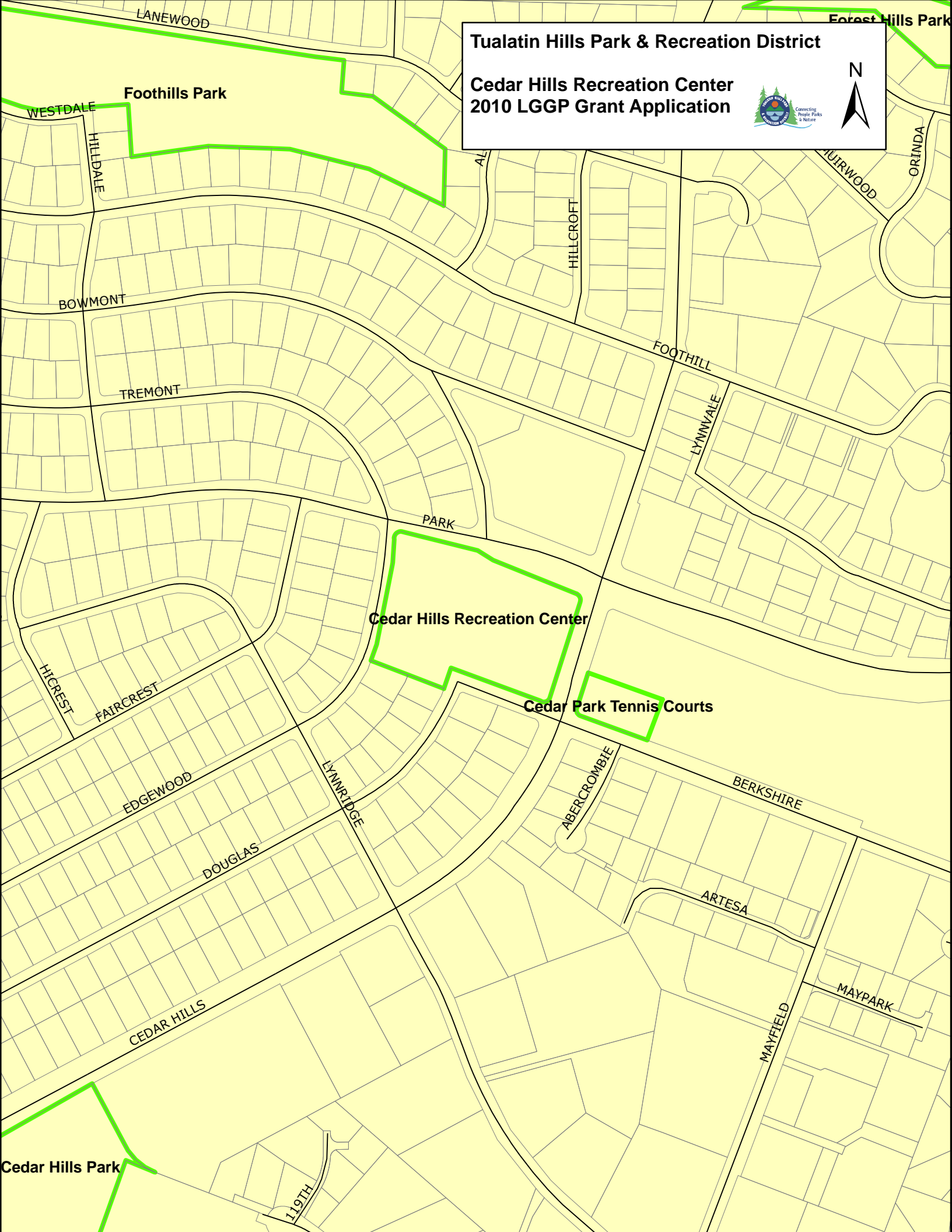


\_\_\_\_\_  
Larry Pelatt, President

\_\_\_\_\_  
Bob Scott, Secretary

ATTEST:

\_\_\_\_\_  
Jessica Collins, Recording Secretary

**Tualatin Hills Park & Recreation District**  
**Cedar Hills Recreation Center**  
**2010 LGGP Grant Application**



Tualatin Hills Park & Recreation District  
Cedar Hills Recreation Center  
2010 LGGP Grant Application



Cedar Hills Recreation Center

Cedar Park Tennis Courts

EDGEWOOD

TREMONT

PARK

BOWMONT

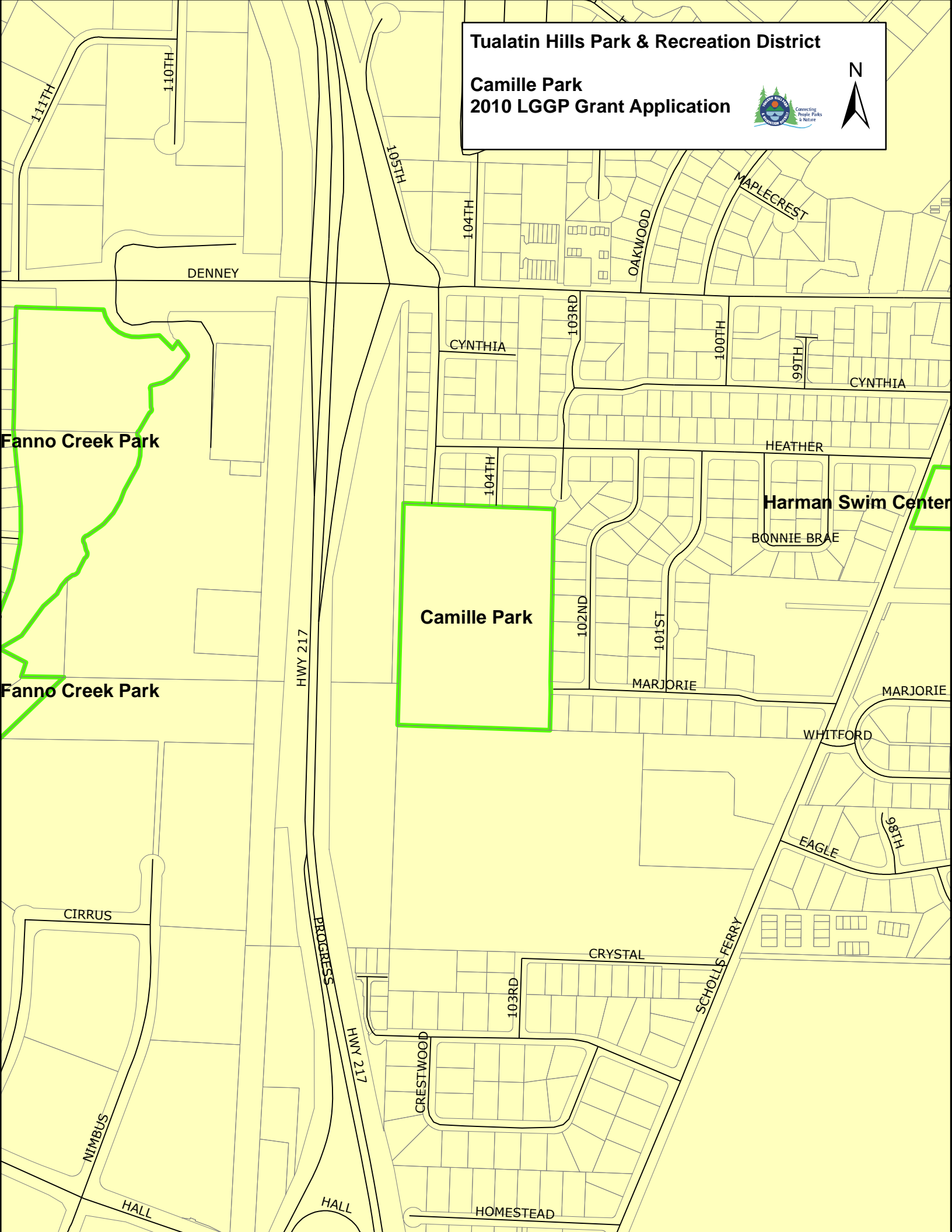
CEDAR HILLS

BERKSHIRE

DOUGLAS



**Tualatin Hills Park & Recreation District**  
**Camille Park**  
**2010 LGGP Grant Application**



Tualatin Hills Park & Recreation District

Camille Park  
2010 LGGP Grant Application



DENNEY

105TH

104

102ND

MARJORIE

Camille Park





[6E]

**MEMO**

**DATE:** February 25, 2010  
**TO:** Doug Menke, General Manager  
**FROM:** Keith Hobson, Director of Business & Facilities  
**RE:** **Pedestrian Path Asphalt Overlay Project Contract**

**Summary**

On February 24, 2010, the District held the bid opening to provide pedestrian path asphalt overlays of approximately 8,600 lineal feet at thirteen park sites. Six bids were received, with Brix Paving Company submitting the apparent low base bid of \$153,601.97 and low alternate bid of \$16,035.56. The budget for the project is \$293,000 and is funded from two sources: the FY 2009/10 General Fund Capital Replacement Program provides \$177,000 for the project and the Bond Fund provides the balance of \$116,000. Staff is combining Operations Capital and Bond projects to realize project and scheduling efficiencies.

Staff is requesting authorization to approve the low bid to provide asphalt pedestrian path overlays at thirteen park sites.

**Background**

In October of 2009, staff engaged MacKay & Sposito Inc. to develop plans and specifications for pedestrian pathway asphalt overlays at thirteen park sites. Most of the existing pathway paving at these sites is in excess of 15 years and displays varying degrees of lifting, cracking, and other surface failures. Repair overlays at each site vary in length depending on existing conditions and needs.

The base bid addressed overlays at thirteen park sites totaling approximately 8,300 lineal feet. The alternate bid provided an additional 300 lineal feet of overlays at the same thirteen sites in case the base bids were below budget.

**Bid Results:**

Bids were opened and reviewed on February 24 in the following amounts:

<b>Contractor</b>	<b>Base Bid</b>	<b>Alternate Bid</b>
Brix Paving Co., Inc	\$153,601.97	\$16,035.56
Action Asphalt Co., Inc	\$172,345.75	\$20,501.90
Coast Pavement Services Inc	\$198,120.00	\$33,964.00
Hoss Paving Co., Inc.	\$199,520.28	\$35,432.80
Signature Paving Services, Inc.	\$216,955.00	\$39,510.00
Kodiak Pacific Construction Inc.	\$342,840.00	\$36,025.00

**Proposal Request**

Staff is requesting approval to award the contract to the apparent low bidder, for both the base bid and the alternate, and proceed with the project.

Staff conducted reference checks of the proposed contractor and subcontractors, focusing on related experience in the technical areas required to complete the project and on the quality and performance of similar projects. Reference checks were conducted with City of Tigard, City of King City, and the Construction Contractors Board; all were positive.

Staff is satisfied that the contractor and subcontractors have sufficient prior work experience in the technical areas required for this project and that the quality of prior work performance meets accepted standards.

**Proposed Work Schedule:**

Award Bid	March 8
Pre-Construction Meeting	March 15
Construction Begins	March 22
Construction Ends	June 15

Dry weather is necessary for accessing parks and laying asphalt. In the event of prolonged wet periods, a delay could be expected.

**Benefits of Proposal**

The benefit of approval satisfies a commitment of the 2008 Bond Measure to fund pathway paving at 13 parks. Paving will improve safety, adjust ADA slopes, correct cracks, uplifting and leveling. The difference between the project budget and the recommended bid award represents savings of \$35,438 to the bond fund, and \$87,925 to the General Fund. These amounts do not reflect the project design cost of approximately \$10,000, which will be apportioned between the two funds.

**Potential Downside of Proposal**

There is no apparent downside to the proposal.

**Action Requested**

Board of Directors approval to award the contract to provide pedestrian path asphalt overlays of 8,600 lineal feet at thirteen park sites to Brix Paving Co., Inc., for the total bid amount of \$169,637.53, which includes the base bid and the bid alternate.



[6F]

## MEMO

**DATE:** February 26, 2010  
**TO:** Doug Menke, General Manager  
**FROM:** Keith Hobson, Director of Business & Facilities

**RE:** Resolution Declaring Intent to Reimburse Capital Expenditures

### Summary

Staff is requesting Board of Directors approval of a reimbursement resolution allowing the District to reimburse costs incurred with the acquisition and renovation of a new maintenance facility from proceeds of debt to be issued in the future.

### Background

Over the past several months, staff has been working with a commercial real estate broker to identify potential acquisition sites for a new centralized maintenance facility. In January 2010, the Board of Directors authorized staff to enter into a Letter of Intent with identified property owners to begin non-binding negotiations. Staff has now entered into the Letter of Intent, and expects to begin actively conducting due diligence on the proposed site.

Staff has also been working with the District's Financial Advisor and Bond Counsel to prepare for issuance of debt to finance the proposed acquisition. The District was fortunate to receive an allocation of Recovery Zone Economic Development Bonds from Washington County in the amount of \$3.1 million. This allocation will allow the District to finance a portion of the acquisition at a lower interest cost than would otherwise be available through tax-exempt financing. The balance of the acquisition would be financed through traditional tax-exempt debt.

### Proposal Request

Tax laws related to the use of tax-exempt financing do not generally allow the debt proceeds to be used to reimburse costs already incurred. While there are limited exceptions to this, the use of a resolution declaring the intent to reimburse these costs will ensure that all of these costs are eligible for reimbursement.

Since the District will be actively conducting due diligence on the proposed site, and negotiating a proposed purchase agreement with the owner, it is prudent to adopt a reimbursement resolution now to ensure that any costs incurred would be eligible for reimbursement by the debt proceeds.

Attached is Resolution 2010-05, prepared by Jim Shannon of Mersereau & Shannon, the District's Bond Counsel, which allows the District to reimburse up to \$8,000,000 of identified project expenditures with the proceeds from tax-exempt debt.

This resolution does not authorize issuance of the debt or authorize the purchase of the property. These steps will require future Board action.

**Benefits of Proposal**

Approval of the resolution will ensure that all costs incurred in the acquisition of a new Maintenance Facility are eligible for reimbursement from the proceeds of tax-exempt debt to be issued at a later date.

**Potential Downside of Proposal**

There is no apparent downside to the proposal.

**Action Requested**

Board of Directors approval of Resolution 2010-05 adopting a statement of official intent to reimburse certain capital expenditures from the proceeds of a borrowing reasonably expected to be entered into by the District.

**Resolution No. 2010-05**

**A RESOLUTION OF TUALATIN HILLS PARK AND RECREATION DISTRICT, WASHINGTON COUNTY, OREGON ADOPTING A STATEMENT OF OFFICIAL INTENT TO REIMBURSE CAPITAL EXPENDITURES FROM THE PROCEEDS OF A BORROWING REASONABLY EXPECTED TO BE ENTERED INTO BY THE DISTRICT**

**WHEREAS**, Tualatin Hills Park and Recreation District, Washington County, Oregon, (the "District") intends to acquire, construct, renovate and equip a maintenance facility (the "Project"), and

**WHEREAS**, the District has already incurred, or intends to incur expenditures relating to the Project, all within the meaning of Treasury Regulations §1.50-2(f)(2), and the Board of Directors of the District desires to declare its intent to finance the Project with the proceeds of tax-exempt obligations, the interest on which shall be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), or obligations issued under the authority of the American Recovery and Reinvestment Act of 2009 (the "Obligations"), and to reimburse the District for any expenditures relating to the Project incurred by the District prior to the issuance of the Obligations.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:**

**Section 1. Reimbursement Resolution.** The Board adopts this Resolution as its official intent to allocate from the proceeds of a proposed borrowing reasonably expected to be entered into by the District, capital expenditures made not more than sixty (60) days prior to and following the adoption of this Resolution, to and including the date of the proposed borrowing. Preliminary expenditures in an amount not exceeding 20% of the Obligation proceeds or expenditures which do not exceed the lesser of \$100,000 or 5% of the Obligation proceeds are not subject to the 60 day limitation stated above. Preliminary expenditures include architectural, engineering, surveying, soil testing and similar costs incurred prior to commencement of acquisition, construction or rehabilitation of the Project, other than land acquisition, site preparation and similar costs incident to commencement of construction.

**Section 2. Reimbursement Period.** The District shall make the reimbursement allocation from the proceeds of the borrowing to the respective fund or accounts of the District from which the capital expenditures have been made no later than eighteen (18) months after the later of the date of the expenditure or the date that the Project is placed in service, but in no event more than three (3) years after the date of the expenditure. The Board acknowledges that such reimbursement from the proceeds of the borrowing may be made only to the extent that all other applicable

requirements of Treasury Regulations §1.150-2 are met with respect to the tax-exempt borrowing, and hereby directs all District officials and personnel to take such lawful actions as may be necessary or appropriate in order to ensure that such expenditures may be reimbursed from the proceeds of the borrowing to the fullest extent permitted by law.

**Section 3. Description of Project.** The Project consists of the acquisition, construction, renovation and equipping of a maintenance facility and related capital projects.

**Section 4. Project Cost.** It is anticipated the cost of the Project, including costs incidental thereto, will not exceed \$8,000,000.

**Section 5. Further Action.** The Director of Business and Facilities is hereby authorized to take such further action as is necessary to carry out the intent and purposes hereof in compliance with the applicable provisions of law.

This resolution shall take effect on the date of its adoption.

This resolution is adopted by the Board of Directors of Tualatin Hills Park and Recreation District, Washington County, Oregon this 8<sup>th</sup> day of March 2010.

TUALATIN HILLS PARK AND RECREATION  
DISTRICT, WASHINGTON COUNTY, OREGON

\_\_\_\_\_  
Larry Pelatt, President

\_\_\_\_\_  
Bob Scott, Secretary

ATTEST:

\_\_\_\_\_  
Jessica Collins, Recording Secretary





[7A]

## MEMO

**DATE:** February 26, 2010  
**TO:** Doug Menke, General Manager  
**FROM:** Jim McElhinny, Director of Park & Recreational Services  
**RE:** **Bureau of Environmental Services Easement Request at Garden Home Recreation Center/Fanno Creek Trail**

### Summary

The City of Portland's Bureau of Environmental Services (BES) is proposing to replace a sewer line (that crosses the Garden Home Recreation Center's [GHRC] open space and a section of the Fanno Creek Regional Trail east of Vista Brook Park) with two new lines. This memo discusses their easement request and obligations agreements as well as timing, impacts, and mitigation.

### Background

In 2000, BES installed a pressurized sewer line and pump station in the Garden Home neighborhood to serve sewer and stormwater needs of residents in the western part of the City of Portland, but not the citizens of Washington County. The sewer developed leaks in 2005 and, by 2009, it became apparent that the line would need to be replaced. Staff has been in discussions with BES staff regarding different replacement options and ways to minimize project impacts on Park District patrons. BES staff came to the Board during the January 11, 2010 Board Meeting to discuss the project and seek initial input.

### Proposal Request

BES wishes to remove the existing sewer line and replace it with two slightly larger pipes, following the same alignment, between June 2010 (for the pit to extend piping under Oleson Road) and November 2010. They will need construction and permanent easements from THPRD. BES Project Manager Dan Hebert will be at the March 8, 2010 Board meeting to provide a project update, review their requests and answer any questions the Board may have. The BES Proposal, Obligation Agreements, and Easement requests are attached.

### Obligation Agreements

The Obligation Agreements note the details of the negotiations with BES staff listing the conditions, obligations and responsibilities tied to the project. Park District staff has worked closely with BES staff to lessen impacts to patrons using GHRC and the trail. Obligation Agreements have been prepared to address such issues and impacts. Of particular importance, BES has agreed to delay construction on the perimeter of the Center's open space and play area at the Center area until after Labor Day. This will

minimize impacts to summer camps and programs. BES soon expects to reach a parking agreement that will allow GHRC patrons to park at the adjacent retail center, near the facility. BES staff has been in discussions with Washington County about installing a temporary traffic signal or flashing light at the Oleson Road crosswalk north of Garden Home Road, which will allow for a safe pedestrian crossing. BES is also working with Washington County to gain approvals for safety enhancements during the Garden Home Road trail detour.

### **Community Benefit Funds**

To address the impact and inconvenience our patrons may experience as a result of the project, BES is offering Community Benefit Funds in the amount of \$275,000. Staff, following a community involvement process (including input from the Garden Home Friends Group and staff), will make a recommendation to the Board of Directors as to how the funds should be used to make upgrades at the GHRC.

### **Easement Requests**

BES had an appraisal completed to determine the value of the easements requested on Park District properties. The appraiser determined a value of \$255,000. Park District staff had an independent appraiser review the BES appraisal of the easements and they found them to be accurate and appropriate. The Park District's legal counsel reviewed the easement documents and approved them from a legal perspective.

### **Benefits of Proposal**

The reconstructed parking lot and trail areas will provide smoother surfaces and delay the need for repaving older surfaces. Easement fees and the Community Benefit Funds will provide revenue and enhancements that will benefit patrons and the District.

### **Potential Downside of Proposal**

A permanent easement will limit future development activities on our property; however, because the easement is on the perimeter of the property, the impact should be minor. Trail patrons will be temporarily displaced from a section of the Fanno Creek Regional Trail; however, a detour on Garden Home Road is being arranged. Parking availability will be reduced and/or cause patrons to have to park vehicles farther from the GHRC in the short term; however, parking at the adjacent retail center is being arranged by BES which is anticipated to ease this issue. Staff will monitor construction impacts and restoration to assure a safe construction environment and an end product that is satisfactory to the Park District.

### **Action Requested**

Board of Directors approval of the following actions:

- 1.) Acceptance of the BES Community Benefit Funds;
- 2.) Authorization for the General Manager to sign the Obligation Agreements; and
- 3.) Approval of the easement requests as presented and authorization for the General Manager to execute the easements.
- 4.) In addition, staff should seek input and return to the Board with a recommendation as to how the Community Benefit Funds should be used.



— CITY OF PORTLAND —  
**ENVIRONMENTAL SERVICES**



1120 SW Fifth Avenue, Room 1000, Portland, Oregon 97204 ■ Dan Saltzman, Commissioner ■ Dean Marriott, Director

February 25, 2010

Tualatin Hills Park and Recreation District  
15707 SW Walker Road  
Beaverton, OR 97006

Attn: Mr. James McElhinny, Director of Park and Recreation Services

RE: Proposed Obligations Agreements for BES Pressure Sewer Construction on the Fanno  
Creek Regional Trail and the Garden Home Recreation Center

Attached for your consideration are two proposed Obligations Agreements that would be executed in concert with the permanent and temporary easements that BES has requested from the Tualatin Hills Park and Recreation District (THPRD) for the replacement of the Garden Home Section of the Fanno Basin pump station pressure line. The proposed Obligations Agreements incorporate the issues that have been discussed with THPRD staff in regard to the construction activities planned for 2010 on the Fanno Creek Regional Trail and at the THPRD Garden Home Recreation Center.

The BES project manager has contacted the Washington County transportation office, and is expecting to receive a response from Washington County regarding two of the provisions in these agreements. BES has asked Washington County transportation for input as to what type of pedestrian and bicycle safety enhancements might be allowed along the existing bike/pedestrian trail on the north shoulder of SW Garden Home Road between SW 77<sup>th</sup> and SW 84<sup>th</sup> Avenues during construction. The BES project manager has also tasked our design consultant, CH2M Hill, with communicating with Washington County regarding the potential of temporarily adding a pedestrian crossing signal at the existing crosswalk on SW Oleson between the Lamb's Thriftway and the Garden Home Rec Center.

We have appreciated the willingness and availability on the part of THPRD staff to meet and discuss the issues of construction impacts related to this project. BES project staff will continue to coordinate with THPRD Rec Center and Trail staff through the construction phase of the project to implement and monitor the provisions of the Obligations Agreements.

The two attached Obligations Agreements accompany the offer for easements that the City of Portland delivered to THPRD on February 8, 2010. These items are presented for review by THPRD staff and consideration for approval by the THPRD Board of Directors.

Thank you for your consideration of these issues and agreements.

Sincerely,

Daniel J. Hebert  
Senior Engineer and Project Manager  
Bureau of Environmental Services  
City of Portland

CITY OF PORTLAND, OREGON  
OBLIGATIONS AGREEMENT

File No.: 6963-10, Garden Home  
Recreation Center Site  
Grantor: Tualatin Hills Park and  
Recreation District  
Date: February 24, 2010

As part of the Fanno Basin Pressure Line – Garden Home Section Replacement Project, Tualatin Hills Park & Restoration District (THPRD) and the City of Portland (City), its agents and contractors (Contractor) agree to the following obligations:

1. Pipeline trenching and associate work including the installation temporary construction fencing will not begin on the Recreation Center property any earlier than the first workday following Labor Day, September 6, 2010. This restriction does not apply to the work required for the installation of the steel casing pipe under SW Oleson Road.
2. Under an Owner Controlled Insurance Program (OCIP) the City will provide the following insurance coverage for the project; Statutory Workers Compensation, Employer’s Liability, Commercial General Liability, Excess Liability, Builders Risk, and Contractor Pollution Liability. THPRD will be named as an additional insured party on the City provided insurance coverage.
3. The City will require the Contractor to replace the entire pervious asphalt pavement parking lot in the northeast corner of the property from the north edge of an existing shallow ‘v’ concrete gutter to all existing concrete curbs north of the drainage swale with a pervious asphalt pavement, including re-striping the parking spaces.
4. The City will require the Contractor to repair any other pavement damage on the property that results from construction activities in accordance with the provisions of contract specification section 01545 Protection and Maintenance of Work and Property, which covers the “...protection and restoration of any damage that may occur to utilities and public and private property.” Immediately after all construction equipment and materials are removed from the site, the Contractor will be required to slurry seal the entrance and parking lot from the entrance northward to the existing shallow ‘v’ concrete gutter. All parking spaces will be re-striping by the Contractor.
5. The City will require the Contractor to install and maintain chain link fencing, a minimum of 5-feet high around the limits of the construction area, which will include permanent and temporary construction easement areas, for the duration of construction on the Recreation Center property.
6. The City will require the Contractor to provide adequate traffic flaggers during construction to separate construction traffic and Recreation Center traffic at the Center entrance/exit driveway during any construction activities on the property.

7. The City will facilitate written permission from the owner of Lamb's Thriftway and THPRD to allow THPRD patrons to use designated areas of the Lamb's parking lot during construction activities at the Recreation Center property. The agreement for the use of the Lamb's parking area is understood to be at no cost to BES.
8. The City will require the Contractor to provide a flagger during construction work hours at the crossing of SW Oleson Road to assist THPRD patrons using the Lamb's parking lot to cross SW Oleson Road.
9. The City will coordinate with Local Transportation authorities to determine allowable safety enhancements that could be installed along the existing bike/pedestrian trail along the north shoulder of SW Garden Home Road between SW 77<sup>th</sup> and SW 84<sup>th</sup> Avenues during construction, and require the Contractor install such safety enhancements as may be allowed by Local Transportation authorities.
10. The City will coordinate with Local Transportation authorities to determine an appropriate pedestrian traffic control device, or system that the authorities will allow to be installed in an existing pedestrian cross-walk in SW Oleson Rd. to assist pedestrians crossing Oleson Rd. to access the THPRD Recreation Center.
11. The City will require the Contractor to protect an existing memorial locate behind the baseball field backstop on the Recreation Center property. The Contractor will further be required to remove the memorial, and place it at a temporary storage site on the Recreation Center property as designated by THPRD staff. At the conclusion of construction, and as a part of the site restoration work the Contractor will be required to re-install the memorial in its previous location.
12. If any of the construction work under the terms of this agreement is outside of the right of way, Grantor hereby grants the City, its employees or contractors, permission to enter upon their remaining property for the purpose of performing any of said construction work.
13. It is understood and agreed that City's performance of this agreement is a portion of the consideration for the property rights acquired from the Grantor as evidenced by the signed Sewer Easement and Temporary Construction Easement between Grantor and City. It is further understood that the City's performance of its obligations under this agreement shall be at no cost to THPRD. This agreement shall not be effective or binding until Grantor receives notice from the City accepting the easements.

City of Portland  
Bureau of Environmental Services

Tualatin Hills Park and Recreation District,  
an Oregon Park and Recreation District

By: \_\_\_\_\_  
Scott T. Gibson, Principal Engineer

By: \_\_\_\_\_  
(Name, Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John Deyo, Right of Way Agent

By: \_\_\_\_\_  
(Name, Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF PORTLAND, OREGON  
OBLIGATIONS AGREEMENT

File No.: 6963-1, Fanno Creek  
Trail Alignment  
Grantor: Tualatin Hills Park and  
Recreation District  
Date: February 24, 2010

As part of the Fanno Basin Pressure Line – Garden Home Section Replacement Project, Tualatin Hills Park & Restoration District (THPRD) and the City of Portland (City), its agents and contractors (Contractor) agree to the following obligations:

1. Under an Owner Controlled Insurance Program (OCIP) the City will provide the following insurance coverage for the project; Statutory Workers Compensation, Employer’s Liability, Commercial General Liability, Excess Liability, Builders Risk, and Contractor Pollution Liability. THPRD will be named as an additional insured party on the City provided insurance coverage.
2. The City will require the Contractor to repair any damage to the trail that results from construction activities in accordance with the provisions of contract specification section 01545 Protection and Maintenance of Work and Property, which covers the “...protection and restoration of any damage that may occur to utilities and public and private property.”
3. The City will require the Contractor to install and maintain construction fencing around active construction areas on the trail. During evening or other non-work hours the active construction zone will be fenced and secured.
4. The City will coordinate with Local Transportation authorities to determine allowable safety enhancements that could be installed along the existing bike/pedestrian trail along the north shoulder of SW Garden Home Road between SW 77<sup>th</sup> and SW 84<sup>th</sup> Avenues during construction, and require the Contractor install such safety enhancements as may be allowed by Local Transportation authorities.
5. The City will be responsible for any and all jurisdictional requirements relating to sewer, mitigation, and reconstruction of the recreation trail.
6. The City will require the Contractor to remove, and replace any portion of the trail, within the construction area, that shows evidence of settlement within 2-years after substantial completion of the Garden Home Section Replacement Project.
7. If any of the construction work under the terms of this agreement is outside of the right of way, Grantor hereby grants the City, its employees or contractors, permission to enter upon their remaining property for the purpose of performing any of said construction work.

8. It is understood and agreed that City's performance of this agreement is a portion of the consideration for the property rights acquired from the Grantor as evidenced by the signed Sewer Easement and Temporary Construction Easement between Grantor and City. It is further understood that the city's performance under this agreement shall be at no cost to THPRD. This agreement shall not be effective or binding until Grantor receives notice from the City accepting the easements.

City of Portland  
Bureau of Environmental Services

Tualatin Hills Park and Recreation District,  
an Oregon Park and Recreation District

By: \_\_\_\_\_  
Scott T. Gibson, Principal Engineer

By: \_\_\_\_\_  
(Name, Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
John Deyo, Right of Way Agent

By: \_\_\_\_\_  
(Name, Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_





Sam  
Adams  
Mayor

Susan D.  
Keil  
Director

February 4, 2010

**HAND-DELIVERED**

Tualatin Hills Park and Recreation District  
Jim McElhinny, Director, Park and Recreational Services  
15707 SW Walker Rd.  
Beaverton, OR 97006

RE: R/W #6963-1, 10 – Fanno Basin Pressure Line - Garden Home Section Replacement Project

Dear Mr. McElhinny,

Design of the Fanno Basin Pressure Line - Garden Home Section Replacement Project has been completed. The City of Portland will be constructing this facility to replace the existing pressure line with two new 30-inch pressure lines in order to significantly increase capacity of the system and to meet projected flow demands, as well as to remove non-metallic pressure piping that has failed to perform adequately. Project construction is tentatively scheduled to begin May, 2010.

As designed, construction of the new pressure main will impact property owned by Tualatin Hills Park and Recreation District (THPRD). In order for the City of Portland to complete this work, it is necessary for the City to obtain a permanent sewer easement and temporary construction easement from THPRD. The maps that accompany the enclosed easement documents show the areas of the property needed for these purposes, and the areas are further described within the easement documents that accompany this letter.

Please note that, because of zoning and use considerations, the valuation of the easements has been completed in two separate Appraisal Reports, one identified as "Fanno Creek Trail Alignment" (R/W #6963-1) and the other as "Garden Home Recreation Center Site" (R/W 6963-10).

Pursuant to ORS Chapter 35 (Eminent Domain; Public Acquisition of Property), THPRD is entitled to just compensation for the property rights to be acquired by the City, as determined through a written appraisal. Based on the enclosed Appraisal Reports and as outlined in the enclosed Acquisition Summary Statement, the City's offer to THPRD is \$255,000.00. The City has taken into consideration the value of the property rights being acquired and loss in value, if any, of the remaining property. Please note that the valuation of the property rights is based on the assumption that the property is free of contamination by hazardous substances.

Oregon law provides a minimum of 40 days from the date of this initial written offer to accept or reject the offer; however, THPRD may do so at any time prior to the expiration of that time period. If the offer is neither accepted nor rejected at the end of the 40-day period, the offer will be considered rejected.

The enclosed legal documents cover the terms of our proposed real property agreement. Please read them carefully and, if acceptable, sign where indicated in the presence of a notary. The documents must then be returned to this office for acceptance and recording. After the City accepts the legal documents and any related agreements, you will receive notification of that acceptance and payment will follow.

An Equal  
Opportunity  
Employer

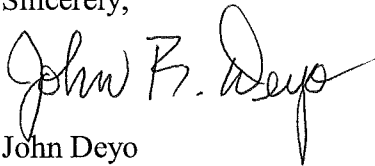
The City will pay recording costs, title insurance premiums, and all other normal costs of this transaction. Concurrent with issuing payment to THPRD for the purchase of the easement rights, the City is required to file a 1099-S with the Internal Revenue Service. Please provide the necessary taxpayer information on the attached W-9 form.

THPRD has the right to donate the property rights if it so chooses. Should THPRD desire to do so, please notify me, and I will see that you receive the necessary forms and instructions.

For an explanation of the City's acquisition and relocation procedures, please see the enclosed brochures "Acquiring Land for Public Projects" and "Moving Because of a Public Project?". For an outline of any relocation benefits available to you, see the "Relocation Summary Statement" which is also attached.

Thank you for your cooperation and time. If you have any questions, please don't hesitate to contact me at 503-823-4285 or by e-mail at [John.Deyo@pdxtrans.org](mailto:John.Deyo@pdxtrans.org).

Sincerely,



John Deyo  
Right-of-Way Acquisition

Enclosures:

Acquisition Summary Statement  
Relocation Summary Statement  
Easement Documents with Exhibits "A" (Legal Description) and "B" (Exhibit Map)  
Appraisal Reports (2)  
Acquisition Brochure  
Relocation Brochure  
IRS Form W-9

cc: Dan Hebert, BES Project Manager  
John Deyo, PBOT Right of Way Acquisition

File: R/W #6963-1, 10  
 Name: Tualatin Hills Park and  
 Recreation District  
 Date: February 4, 2010

**Acquisition Summary Statement**

Land: \$254,416.00  
 Damages: \$     N/A      
 Other: \$     N/A      
**Total Just Compensation \$255,000.00 (Rounded)**

**Land to Acquire:**

Fanno Creek Trail Alignment, R/W 6963-1:

<u>Parcel</u>	<u>Parcel Type</u>	<u>Area Units</u>
PSE No. 1, Exhibit "B-1"&"B-2"	Permanent Sewer Easement	77,360 square feet
PSE No. 2, Exhibit "B-3"	Permanent Sewer Easement	10,347 square feet
PSE No. 3, Exhibit "B-4"	Permanent Sewer Easement	91 square feet
TCE Parcel 1, Exhibit "B-3"	Temp. Construction Easement	433 square feet
TCE Parcel 2, Exhibit "B-4"	Temp. Construction Easement	731 square feet

Garden Home Recreation Center Site, R/W 6963-10:

<u>Parcel</u>	<u>Parcel Type</u>	<u>Area Units</u>
30' PSE, Exhibit "B"	Permanent Sewer Easement	25,196 square feet
TCE No. 1, Exhibit "B"	Temp. Construction Easement	41,956 square feet
TCE No. 2, Exhibit "B"	Temp. Construction Easement	4,672 square feet

Improvements in Acquisition Area: N/A

**Notice to Vacate:**

Written notice to vacate will not be required. Possession will be upon payment.

**Valuation Information:**

Fanno Creek Trail Alignment, R/W 6963-1:

Valuation by: John Donnerberg  
 Date of Valuation: August 14, 2009  
 Value: \$53,410.00  
 Date Written: August 28, 2009

Garden Home Recreation Center Site, R/W 6963-10:

Valuation by: John Donnerberg  
 Date of Valuation: August 14, 2009  
 Value: \$201,006.00  
 Date Written: January 22, 2010

**RELOCATION  
BENEFIT SUMMARY  
NON-RESIDENTIAL OCCUPANTS**

FILE NO. <b>R/W #6963-1, 10</b>	NAME <b>Tualatin Hills Park and Recreation District</b>
FAP No.	DATE <b>February 4, 2010</b>

Federal and State laws provide relocation benefits for displaced businesses, farms, and non-profit organizations. You may be eligible for the following assistance. **Please read the brochure, "Moving Because of a Public Project?"**, for additional information concerning this assistance.

- RELOCATION ADVISORY ASSISTANCE:** To provide you with current information regarding availability of comparable properties, and to provide information on Federal and State assistance programs, etc.
  
- SEARCH EXPENSES** in locating a new site, not to exceed \$2,500. Expenses may include transportation expenses, meals and lodging away from home, time spent searching based on reasonable salary and earnings, fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of the replacement site.
  
- ACTUAL DIRECT LOSSES TO TANGIBLE PERSONAL PROPERTY:** This benefit is intended to compensate for personal property that cannot be moved. The payment is based on the actual value of the items not moved or the estimated cost to move the item(s), whichever is less.
  
- MOVING COST - BASED ON ESTIMATES:** A payment to you for moving your personal property 50 miles (80 kilometers) or less. This amount is based on the lower of two estimates prepared by qualified estimators. **We must be notified of when you plan to move.**
  
- COMMERCIAL MOVE COST:** A payment based on the actual and reasonable documented cost of moving your personal property 50 miles (80 kilometers) or less by a certified moving company. **We must be notified of when you plan to move.**
  
- REESTABLISHMENT EXPENSES:** In addition to the payments for actual, reasonable, and related moving expenses, you may be eligible to receive a payment not to exceed \$10,000 for expenses incurred in reestablishing your business, farm, or non-profit organization at a replacement site.
  
- FIXED PAYMENT:** If you apply and are found eligible, no other relocation benefits will be paid. If eligible, a payment of not less than \$1,000 nor more than \$20,000 will be made. This payment is based on the average annual net earnings of your operations, during the two taxable years prior to displacement.
  
- YOU ARE NOT ELIGIBLE FOR THE RELOCATION BENEFITS LISTED ABOVE:** A review of this acquisition indicates that you will not be displaced by this project.
  
- RELOCATION APPEAL:** If you have been denied eligibility for relocation benefits, or if you do not agree with the amount of a relocation payment, you have the right of appeal, and you may file a written request for an appeal of your relocation benefits within 90 days of this notification.

**SEWER EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that **Tualatin Hills Park & Recreation District**, an Oregon Park and Recreation District (Grantor), in consideration of the sum of Two Hundred Four Thousand Seven Hundred Forty-Eight and no/100 Dollars (\$204,748.00), and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon (Grantee), does hereby grant unto said City of Portland an exclusive and perpetual easement for the purpose of laying down, constructing, reconstructing, operating, inspecting, monitoring and maintaining a sewer or sewers and appurtenances, through, under, over and along the following described parcel:

As described on Exhibit "A" and depicted on Exhibits "B", "B-1", "B-2", "B-3" and "B-4" attached hereto.

IT IS UNDERSTOOD and agreed that:

- A. Grantee will restore the easement area to a condition that is as good as or better than the condition existing prior to the original construction, except as to permanent changes made necessary by and authorized under this easement.
  
- B. No other utilities, buildings, facilities, easements, material storage, grade change or tree planting will be allowed within the easement boundaries without prior written consent of the Director of the Bureau of Environmental Services. Landscaping which by its nature is shallow rooted and may be easily removed to permit access to the sewer lines and facilities authorized by this easement shall not require consent.

---

R/W #6963-1

SID 1S124DB02301, 1S12402304,  
1S124DB01800

After Recording Return to:

106/800/John Deyo

Tax Statement shall be sent to:

No Change

- C. This easement includes the right of access for construction, inspection, maintenance or other sewerage system activities.
- D. This easement does not grant or convey to Grantee any right or title to the surface of the soil along the route of said sewer except for the purpose of laying down, constructing, reconstructing, operating, inspecting and maintaining the same.
- E. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- F. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- G. Grantor represents and warrants that it has the authority to grant this easement, that the subject property is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- H. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said property or property rights.
- I. Grantor represents that to the best of its knowledge, after appropriate inquiry under the circumstances, the subject property is in compliance with all local, State and Federal environmental laws and regulations.
- J. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the property, and disclosed any known report, investigation, survey or environmental assessment regarding the subject property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- K. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- L. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such liability.
- M. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, City shall hold harmless, indemnify and defend Grantor and its officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the acts or omissions of the City its officers, employees, or agents within the easement area. Grantor shall hold harmless, indemnify and defend the City and its

officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the acts or omissions of the Grantor, its officers, employees, agents, or contractors within the easement area.

IN WITNESS WHEREOF, Tualatin Hills Park and Recreation District, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by \_\_\_\_\_ (name) as \_\_\_\_\_ (title) this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

TUALATIN HILLS PARK AND RECREATION DISTRICT,  
AN OREGON PARK AND RECREATION DISTRICT

By: \_\_\_\_\_  
(name and title)

STATE OF OREGON  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date),  
by \_\_\_\_\_ (name) as \_\_\_\_\_ (title) of Tualatin  
Hills Park and Recreation District, an Oregon Park and Recreation District.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

APPROVED:

\_\_\_\_\_  
Bureau of Environmental Services Director  
or designee

**EXHIBIT "A"**

FANNO BASIN PUMP STATION PRESURE LINE – GARDEN HOME SECTION  
REPLACEMENT PROJECT NO. E08293, R/W #6963-1

PERMANENT SEWER EASEMENT NO. 1 – FANNO CREEK TRAIL ALIGNMENT

A PORTION OF PROPERTIES CONVEYED TO TUALATIN HILLS PARK AND RECREATION DISTRICT BY DOCUMENTS NO. 96-075563 AND 98-070074, SITUATED IN THE NORTHWEST ONE-QUARTER SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST, AND THE NORTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE ABANDONED OREGON ELECTRIC RAILROAD RIGHT OF WAY AND THE EAST LINE OF THAT PROPERTY CONVEYED TO PORTLAND GOLF CLUB BY DOCUMENT NO. 78-27949 AND RECORDED JUNE 21, 1978; THENCE N 11° 25' 49" E ALONG SAID EAST LINE A DISTANCE OF 16.14 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN TO BE DESCRIBED; THENCE WESTERLY ALONG THE ARC OF A 2850.93 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10° 11' 03", AN ARC DISTANCE OF 506.75 FEET (THE CHORD BEARS N 76° 01' 33" W 506.08 FEET) TO A POINT; THENCE N 87° 49' 04" W A DISTANCE OF 223.06 FEET TO A POINT; THENCE SOUTHERLY ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90° 14' 01", AN ARC DISTANCE OF 63.00 FEET (THE CHORD BEARS S 15° 16' 50" W 56.68 FEET) TO A POINT; THENCE S 29° 50' 11" E A DISTANCE OF 62.92 FEET TO A POINT; THENCE S 02° 15' 00" W A DISTANCE OF 260.88 FEET TO A POINT ON THE SOUTH LINE OF DOCUMENT NO. 98-070074; THENCE N 87° 46' 10" W ALONG SAID SOUTH LINE A DISTANCE OF 854.46 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE N 02° 15' 20" E ALONG THE WEST LINE OF SAID TRACT A DISTANCE OF 197.94 FEET TO A POINT; THENCE S 89° 16' 33" W A DISTANCE OF 159.68 FEET TO THE WEST LINE OF SECTION 24; THENCE N 02° 00' 16" E ALONG SAID WEST LINE A DISTANCE OF 13.89 FEET TO A POINT ON THE SOUTH LINE OF DOCUMENT NO 96-075563; THENCE S 89° 14' 41" W ALONG SAID SOUTH LINE A DISTANCE OF 152.47 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A 140.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 31° 00' 10", AN ARC DISTANCE OF 75.75 FEET (THE CHORD BEARS N 75° 15' 14" W 74.83 FEET) TO THE POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH LINE OF DOCUMENT NO. 96-075563; THENCE N 89° 14' 41" E ALONG SAID NORTH LINE A DISTANCE OF 389.96 FEET TO A POINT; THENCE S 44° 16' 02" E A DISTANCE OF 42.05 FEET TO A POINT; THENCE S 02° 12' 57" W A DISTANCE OF 143.73 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A 30.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 40° 23' 02", AN ARC DISTANCE OF 21.15 FEET (THE CHORD BEARS S 17° 58' 29" E 20.71 FEET) TO A POINT; THENCE S 87° 46' 44" E A DISTANCE OF 370.20 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "HERTEL PLS 1896" SET ON SN 28, 062; THENCE S 87° 46' 44" E A DISTANCE OF 400.18 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG



**EXHIBIT "A" – cont.**

FANNO BASIN PUMP STATION PRESURE LINE – GARDEN HOME SECTION  
REPLACEMENT PROJECT NO. E08293, R/W #6963-1

PERMANENT SEWER EASEMENT NO. 1 – FANNO CREEK TRAIL ALIGNMENT, cont.

THE ARC OF A 55.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02° 36' 17", AN ARC DISTANCE OF 2.50 FEET (THE CHORD BEARS N 47° 13' 32" E 2.50 FEET) TO A POINT; THENCE N 02° 13' 48" E A DISTANCE OF 245.10 FEET TO A POINT; THENCE N 29° 45' 21" W A DISTANCE 19.47 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 126° 05' 21", AN ARC DISTANCE OF 132.04 FEET (THE CHORD BEARS N 33°12' 30" E 106.96 FEET) TO A POINT; THENCE S 83° 39' 15" E A DISTANCE OF 161.29 FEET TO A POINT; THENCE S 87° 46' 27" E A DISTANCE OF 101.75 FEET TO A POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A 2873.15 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 08° 52' 21", AN ARC DISTANCE OF 444.92 FEET (THE CHORD BEARS S 75° 25' 45" E 444.47 FEET) TO A POINT IN THE EAST LINE OF THE AFOREMENTIONED PORTLAND GOLF CLUB TRACT; THENCE S 11° 25' 49" W ALONG SAID EAST LINE A DISTANCE OF 22.42 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 77,360 SQUARE FEET, MORE OR LESS.

**EXHIBIT "A" – cont.**

FANNO BASIN PUMP STATION PRESURE LINE – GARDEN HOME SECTION  
REPLACEMENT PROJECT NO. E08293, R/W #6963-1

PERMANENT SEWER EASEMENT NO. 2 – FANNO CREEK TRAIL ALIGNMENT

A PORTION OF THAT CERTAIN TRACT DESCRIBED IN DOCUMENT NO. 91-007539, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THAT TRACT DESCRIBED IN DOCUMENT NO. 91-007539, SAID POINT BEING N 11° 25' 49" E A DISTANCE OF 16.14 FEET FROM THE SOUTHWEST CORNER OF SAID TRACT; THENCE CONTINUING N 11° 25' 49" E ALONG THE WEST LINE OF SAID TRACT A DISTANCE OF 30.27 FEET TO A POINT; THENCE EASTERLY ALONG THE ARC OF A 2880.93 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06° 27' 30", AN ARC DISTANCE OF 324.73 FEET (THE CHORD BEARS S 67° 47' 04" E 324.56 FEET) TO A POINT; THENCE S 02° 15' 14" W A DISTANCE OF 50.12 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID TRACT; THENCE WESTERLY ALONG SAID SOUTHERLY LINE ON THE ARC OF A 2834.93 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00° 39' 36", AN ARC DISTANCE OF 32.65 FEET (THE CHORD BEARS N 64° 29' 11" W 32.65 FEET) TO A POINT; THENCE N 02° 15' 14" E A DISTANCE OF 17.36 FEET TO A POINT; THENCE WESTERLY ALONG THE ARC OF A 2850.93 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05° 58' 53", AN ARC DISTANCE OF 297.62 FEET (THE CHORD BEARS N 67° 56' 35" W 297.48 FEET) TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 10,347 SQUARE FEET, MORE OR LESS.

**EXHIBIT "A" – cont.**

FANNO BASIN PUMP STATION PRESURE LINE – GARDEN HOME SECTION  
REPLACEMENT PROJECT NO. E08293, R/W #6963-1

PERMANENT SEWER EASEMENT NO. 3 – FANNO CREEK TRAIL ALIGNMENT

A PORTION OF LOT 11 OF THE DULY RECORDED PLAT OF GARDEN HOME, SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD ON THE WEST LINE OF SW OLESON ROAD, SAID IRON ROD HAVING A YELLOW PLASTIC CAP MARKED "HERTEL PLS 1896", SET ON PROPERTY LINE ADJUSTMENT SURVEY SN 30,913, WASHINGTON COUNTY SURVEY RECORDS; THENCE N 46° 03' 16" W A DISTANCE OF 11.83 FEET TO A POINT; THENCE N 80° 32' 34" E A DISTANCE OF 19.17 FEET TO A POINT ON THE WEST LINE OF SW OLESON ROAD; THENCE S 42° 27' 43" W ALONG SAID WEST LINE A DISTANCE OF 15.40 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 91 SQUARE FEET, MORE OR LESS.

**EXHIBIT "A" – cont.**

**FANNO BASIN PUMP STATION PRESURE LINE – GARDEN HOME SECTION  
REPLACEMENT PROJECT NO. E08293, R/W #6963-10**

30' Permanent Sewer Easement – Garden Home Recreation Center Site

A portion of Lots 11 and 12, of the duly recorded plat of "Garden Home", situated in the Southeast one-quarter of Section 24, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, more particularly described as follows:

BEGINNING at a 5/8" iron rod with a yellow plastic cap marked "CH2M Hill" at station 77+97.11, on the West line of SW Oleson Road;

Thence S 42° 56' 49" W, along the West line of SW Oleson Road, a distance of 12.74 feet;

Thence N 48°42'23" W, a distance of 70.42 feet;

Thence N 50°24'32" W, a distance of 110.74 feet;

Thence N 73°30'24" W, a distance of 92.94 feet;

Thence N 87°45'24" W, a distance of 208.91 feet;

Thence S 02°14'36" W, a distance of 234.72 feet;

Thence N 87°45'18" W, a distance of 108.86 feet;

Thence N 42°34'09" W, a distance of 10.68 feet to the West line of said Lot 12;

Thence N 01°42'15" E, along the West line of said Lot 12 a distance of 38.65 feet, to the Northeast corner of Lot 9 of the subdivision of Lots 13 & 14 of said "Garden Home" as described in document number 98-110591;

Thence S 39°28'55" E, a distance of 21.74 feet;

Thence S 87°45'18" E, a distance of 72.29 feet;

Thence N 02°14'36" E, a distance of 234.72 feet;

Thence S 87°45'24" E, a distance of 242.66 feet;

Thence S 73°30'24" E, a distance of 103.88 feet to the Southwesterly line of the Oregon Electric Railroad (Abandoned);

Thence S 50°14'03" E along said Southwesterly line, a distance of 56.07 feet to a 5/8" iron rod with yellow plastic cap marked "Hertel PLS 1896", marking the adjusted line as established on SN 30,913;

Thence S 43°08'24" E along said adjusted line a distance of 24.90 feet to a 5/8" iron rod with yellow plastic cap marked "Hertel PLS 1896";

Thence S 52°03'59" E, along said adjusted line a distance of 52.74 feet to a 5/8" iron rod with yellow plastic cap marked "Hertel PLS 1896";

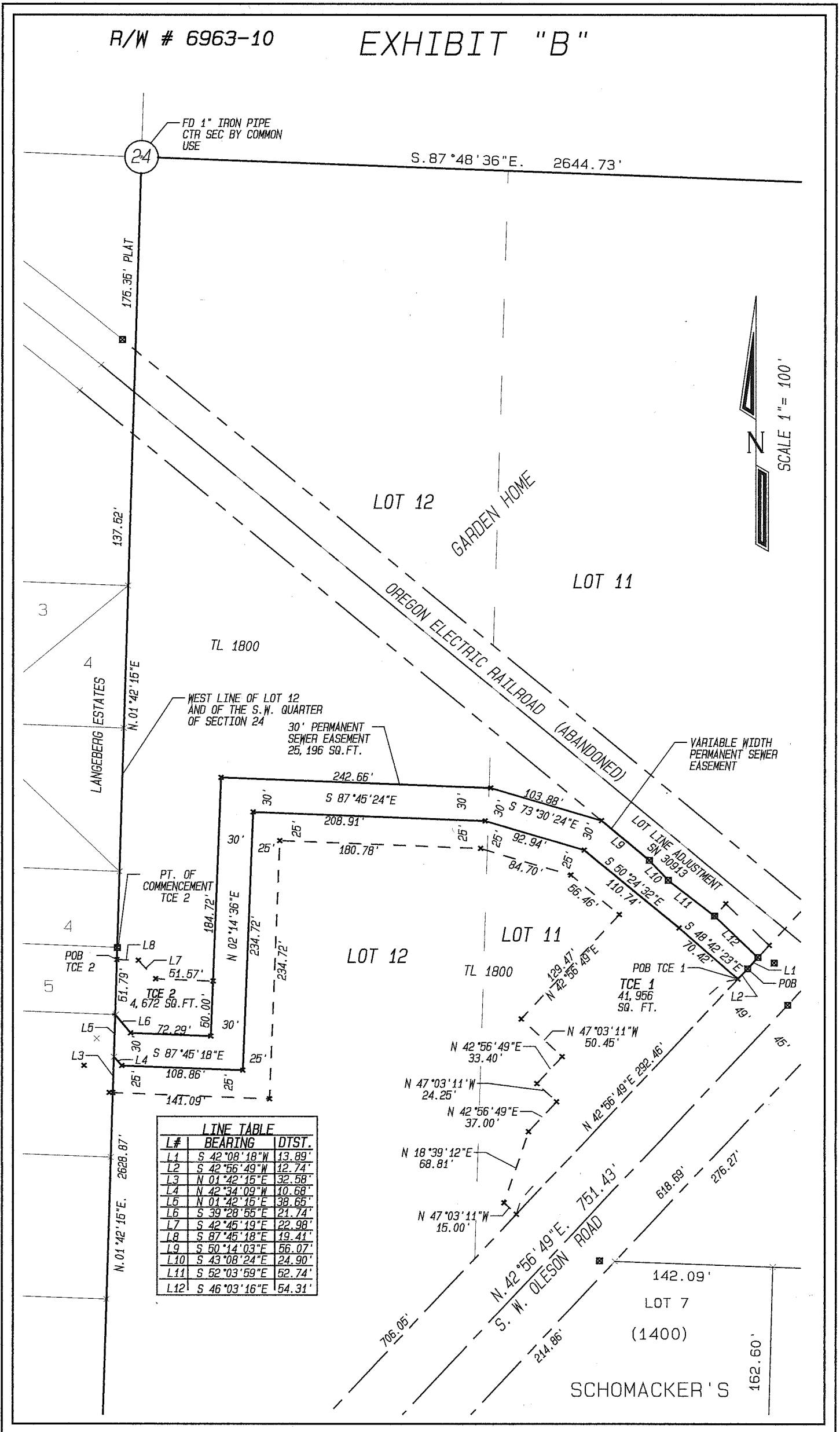
Thence S 46°03'16" E, along said adjusted line, a distance of 54.31 feet to the West line of SW Oleson Road and a 5/8" iron rod with yellow plastic cap marked "Hertel PLS 1896";

Thence S 42°08'18" W, along the West line of SW Oleson Road, a distance of 13.89 feet to the POINT of BEGINNING.

Containing an area of 25,196 square feet, more or less.

R/W # 6963-10

EXHIBIT "B"



SCALE 1" = 100'

L#	BEARING	DTST.
L1	S 42°08'18"W	13.89'
L2	S 42°56'49"W	12.74'
L3	N 01°42'15"E	32.58'
L4	N 42°34'09"W	10.68'
L5	N 01°42'15"E	38.65'
L6	S 39°28'55"E	21.74'
L7	S 42°45'19"E	22.98'
L8	S 87°45'18"E	19.41'
L9	S 50°14'03"E	56.07'
L10	S 43°08'24"E	24.90'
L11	S 52°03'59"E	52.74'
L12	S 46°03'16"E	54.31'

EXHIBIT "B-1"

R/W #6963-1

OREGON ELECTRIC RAILROAD (ABANDONED)

DOCUMENT NO.  
96-075563

(201)

(202)

N. 89°14' 41" E.

389.96'

L = 75.75'

152.47'  
S. 89°14' 41" W.

13.89' 159.68'

R = 140.00'  
Δ = 31°00' 10"  
L = 75.75'  
C = 74.83'  
N. 75°15' 14" W.

(200)

DOCUMENT NO.  
97-031934

N. 02°00' 16" E.  
W/LINE SEC 24

IRON PIPE  
(GONE)

POSITION OF WEST  
ONE-QUARTER CORNER  
SECTION 24 1S, 1W

50'

N. 02°15' 20" E. 197.94'

S. 44°16' 02" E.  
42.05'

S. 02°12' 57" W. 143.72'  
L = 21.15'

SEWER EASEMENT NO. 1  
77,360 SQ. FT.

R = 30.00'  
Δ = 40°23' 02"  
L = 21.15'  
C = 20.71'  
S. 17°58' 29" E.

S. 87°46' 44" E. 370.20'

FD 5/8" CIR W/YPC  
"HERTEL PLS 1896"  
SN 28, 062

N. 87°46' 10" W. 854.46'

DOCUMENT NO. 98-070074

175.69'

145.00'

40'

145.15'

146.55'

S.W. 83RD AVE.

129.42'

LOT 10

146.00'

S. 87°53' 12" E.

LOT 9

SCALE: 1" = 100'

EXHIBIT "B-2"

R/W #6963-1

R = 40.00'  
 Δ = 90°14' 01"  
 L = 63.00'  
 C = 56.68'  
 S. 15°16' 50" W.

R = 60.00'  
 Δ = 126°05' 21"  
 L = 132.04'  
 C = 106.96'  
 N. 33°12' 30" E.

R = 2850.93'  
 Δ = 10°11' 03"  
 L = 506.75'  
 C = 506.08'  
 N. 76°01' 33" W.

R = 2873.15'  
 Δ = 08°52' 21"  
 L = 444.92'  
 C = 444.47'  
 S. 75°25' 45" E.

SEWER EASEMENT NO. 1  
 77,360 SQ. FT.

R = 55.00'  
 Δ = 02°36' 17"  
 L = 2.50'  
 C = 2.50'  
 N. 47°13' 32" E.

DOCUMENT NO. 98-070074  
 L = 444.92'  
 L = 506.75'

EAST LINE DOCUMENT NO. 78-27949 OF 6/21/78  
 N. 11°25' 49" E.

SCALE: 1" = 100'

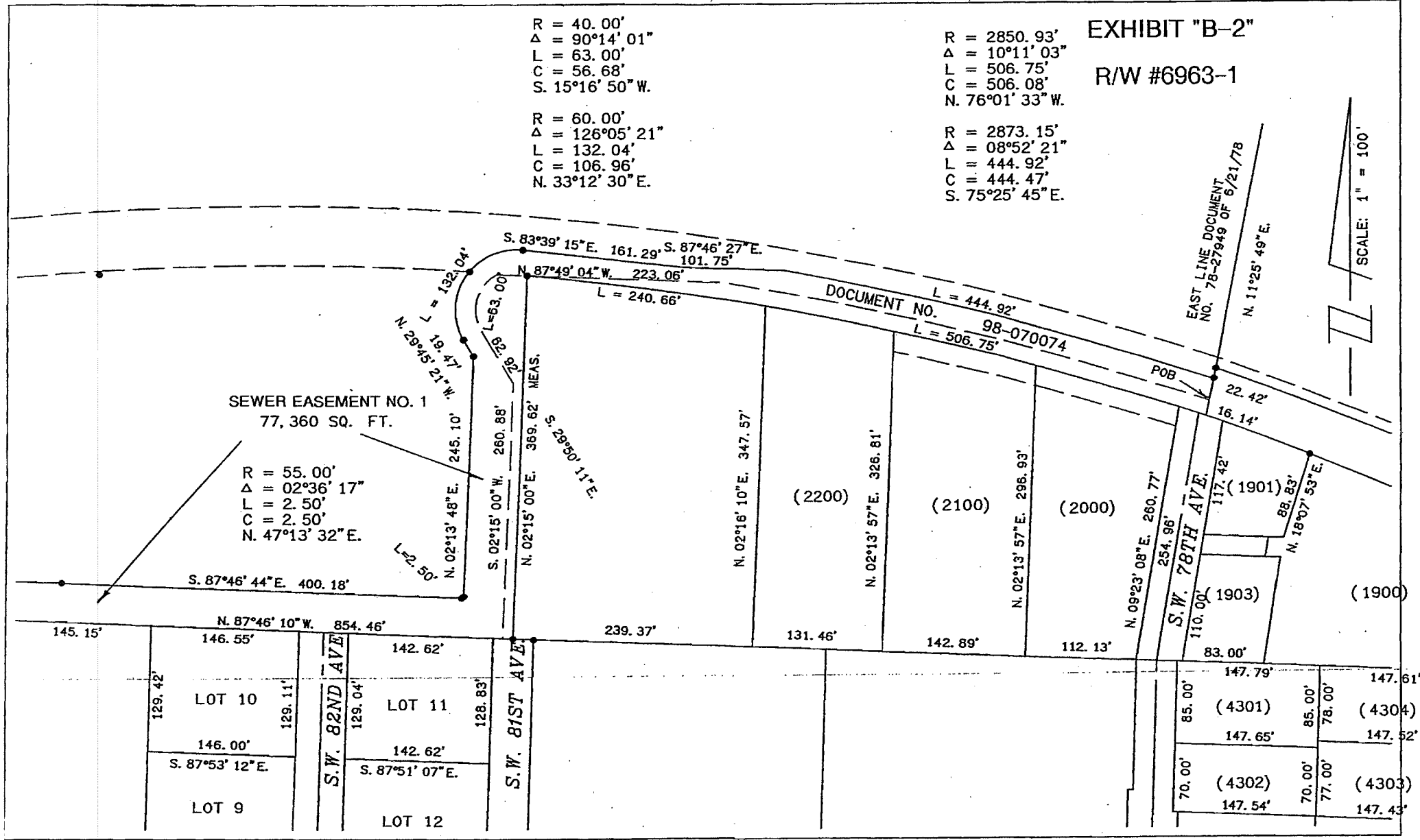


EXHIBIT "B-3"

R/W #6963-1

R = 2834.93'  
Δ = 00°32' 51"  
L = 27.09'  
C = 27.09'  
S. 65°05' 24" E.

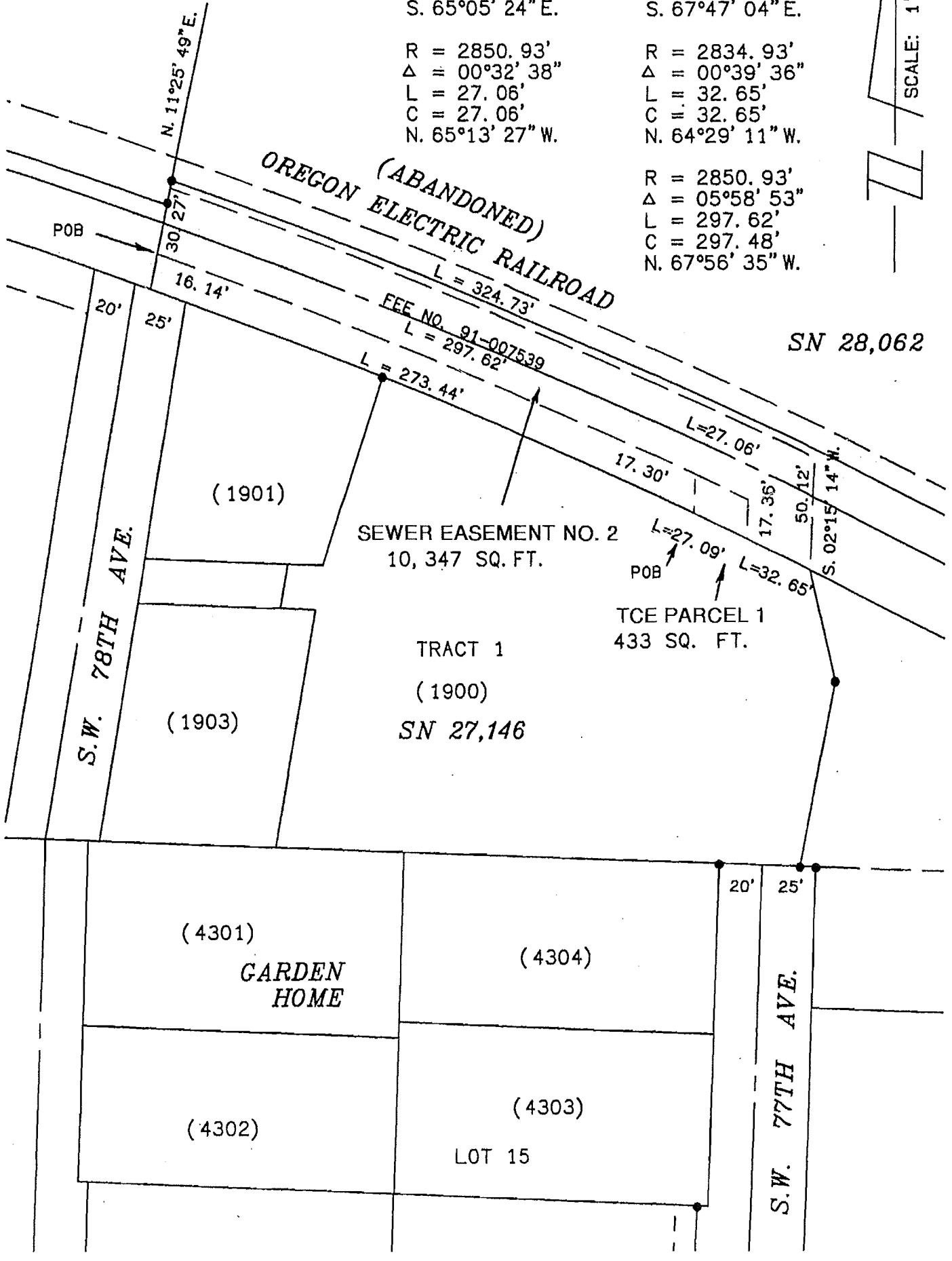
R = 2880.93'  
Δ = 06°27' 30"  
L = 324.73'  
C = 324.56'  
S. 67°47' 04" E.

R = 2850.93'  
Δ = 00°32' 38"  
L = 27.06'  
C = 27.06'  
N. 65°13' 27" W.

R = 2834.93'  
Δ = 00°39' 36"  
L = 32.65'  
C = 32.65'  
N. 64°29' 11" W.

R = 2850.93'  
Δ = 05°58' 53"  
L = 297.62'  
C = 297.48'  
N. 67°56' 35" W.

SCALE: 1" = 60'



OREGON (ABANDONED)  
ELECTRIC RAILROAD

FEE NO. 91-007539  
L = 324.73'  
L = 297.62'

SN 28,062

SEWER EASEMENT NO. 2  
10,347 SQ. FT.

TCE PARCEL 1  
433 SQ. FT.

TRACT 1  
(1900)  
SN 27,146

S.W. 78TH AVE.

S.W. 77TH AVE.

(4301)

(4304)

GARDEN HOME

(4302)

(4303)

LOT 15

POB

POB

N. 11°25' 49" E.  
30.27'

16.14'

20'

25'

L = 273.44'

L = 27.06'

17.30'

17.36'

50.12'

S. 02°15' 14" W.

L = 27.09'

L = 32.65'

20'

25'



GARDEN

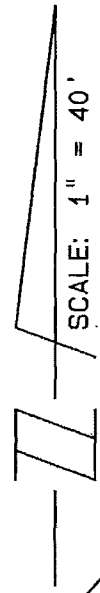
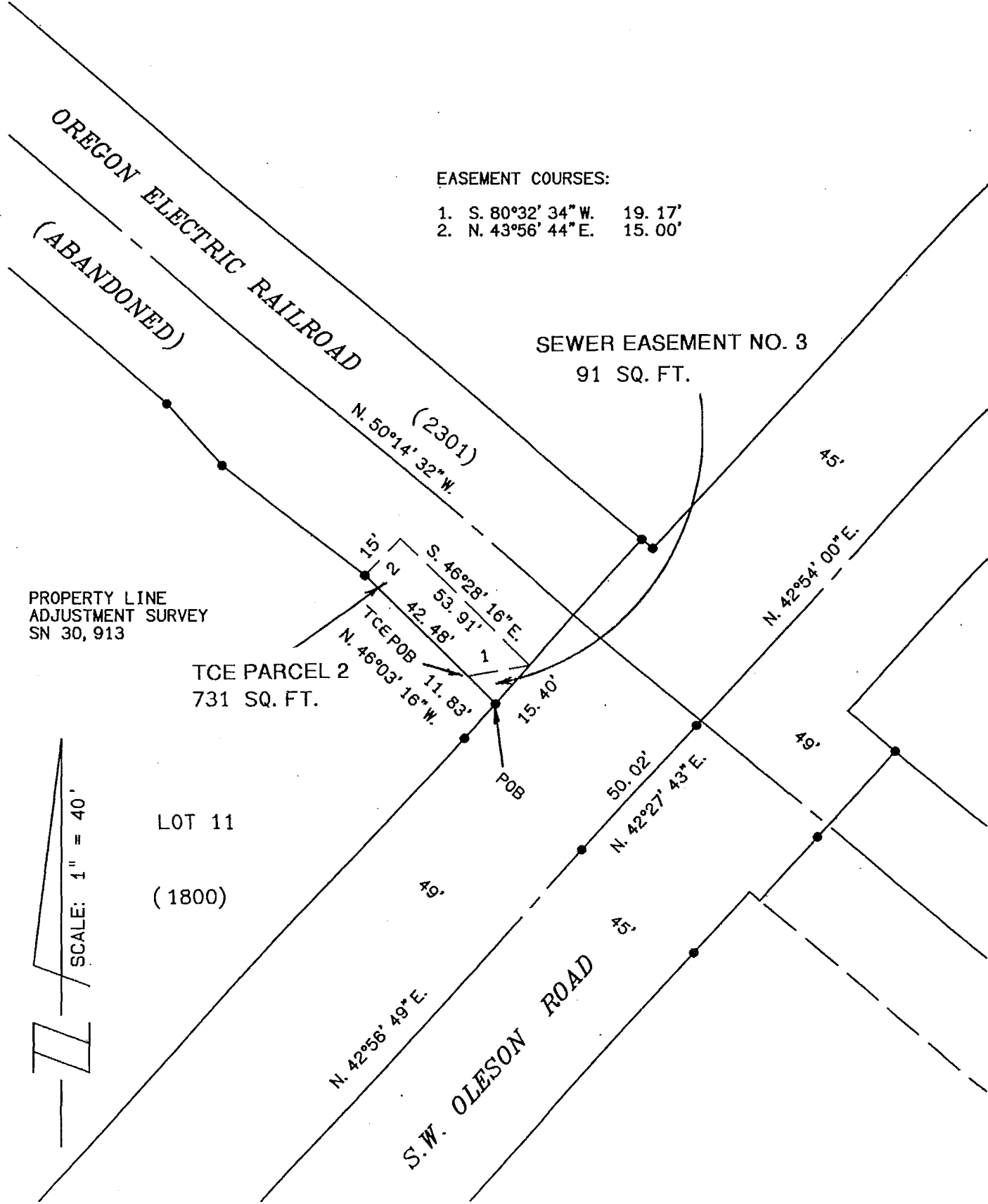
EXHIBIT "B-4"

R/W #6963-1

HOME

EASEMENT COURSES:

- 1. S. 80°32' 34" W. 19.17'
- 2. N. 43°56' 44" E. 15.00'



LOT 11  
(1800)

SEWER EASEMENT NO. 3  
91 SQ. FT.

PROPERTY LINE  
ADJUSTMENT SURVEY  
SN 30, 913

TCE PARCEL 2  
731 SQ. FT.

S.W. OLESON ROAD

**TEMPORARY CONSTRUCTION EASEMENT**

KNOW ALL PERSONS BY THESE PRESENTS, that **Tualatin Hills Park & Recreation District**, an Oregon Park and Recreation District (Grantor), in consideration of the sum of Fifty Thousand Two Hundred Fifty-Two and no/100 Dollars (\$50,252.00) and other good and valuable consideration, to it paid by the City of Portland, a municipal corporation of the State of Oregon (Grantee), does hereby grant unto said City of Portland a temporary easement for the purpose of supporting construction activities associated with the Fanno Basin Pump Station-Force Main Garden Home Section Replacement Project, through, under, over and along the following described parcel:

As described on Exhibit "A" and depicted on Exhibits "B", "B-3" and "B-4" attached hereto.

IT IS UNDERSTOOD and agreed that:

- A. This easement is temporary and granted for original construction for a term of sixteen (16) months, commencing no earlier than April 1, 2010 and terminating no later than August 31, 2011. However, use of the easement area shall not exceed a total of six (6) months during the time it is in effect and Grantor shall be provided reasonable opportunity to make non-conflicting use of the easement area when the area is not being used by Grantee.
  
- B. In the event of project delays, the term of this easement will automatically extend by the same amount of time as the period of delay, but in no event will it be extended beyond midnight August 31, 2012.

---

R/W #6963-1

After Recording Return to: \_\_\_\_\_

SID 1S124DB02301, 1S12402304  
1S124DB01800

106/800/John Deyo \_\_\_\_\_

Tax Statement shall be sent to: \_\_\_\_\_

\_\_\_\_\_  
No Change

- C. Grantee agrees to provide Grantor with at least seven (7) days notice prior to commencing work under this easement.
- D. Grantee agrees that it will make every reasonable effort to minimize construction impacts and will maintain access to Grantor's property to the extent practicable.
- E. The City will restore the easement area to a condition that is as good as or better than the condition existing prior to the original construction.
- F. Grantor reserves all other rights not conveyed herein, but will not exercise said rights in any manner that would be inconsistent or interfere with or materially affect rights herein granted.
- G. This easement shall bind the heirs and assigns of Grantor and shall inure to the benefit of the successors in title of Grantee.
- H. Grantor represents and warrants that it has the authority to grant this easement, that the subject property is free from all liens and encumbrances that would materially affect the easement grant, and that it will defend the same to Grantee against the lawful claims and demands of all persons whomsoever.
- I. This easement is granted pursuant to the exercise of the eminent domain power and authority of Grantee, with the consideration paid by Grantee accepted as just compensation for the property or property rights conveyed, which includes damage to the property remainder, if any, resulting from the acquisition or use of said property or property rights.
- J. Grantor represents that to the best of its knowledge, after appropriate inquiry under the circumstances, the subject property is in compliance with all local, State and Federal environmental laws and regulations.
- K. Grantor represents that it has disclosed all knowledge of any release of hazardous substances onto or from the property, and disclosed any known report, investigation, survey or environmental assessment regarding the subject property. "Release" and "hazardous substance" shall have the meaning as defined under Oregon law.
- L. Grantor warrants that there are no underground storage tanks, as defined under Oregon law, presently on or under the subject property.
- M. Grantee, by accepting this easement, is not accepting liability for any preexisting release of hazardous substances onto or from the subject property, and Grantor is not attempting to convey any such liability.
- N. Subject to the limits of the Oregon Constitution and the Oregon Tort Claims Act, City shall hold harmless, indemnify and defend Grantor and its officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the acts or omissions of the City its officers, employees, or agents within

the easement area. Grantor shall hold harmless, indemnify and defend the City and its officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character (including the cost of defense thereof, including attorney fees) in favor of any person on account of personal injury, death, damage to property, or violation of law, which arises out of, or results from, the acts or omissions of the Grantor, its officers, employees, agents, or contractors within the easement area.

IN WITNESS WHEREOF, Tualatin Hills Park and Recreation District, pursuant to a resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by \_\_\_\_\_ (name) as \_\_\_\_\_ (title) this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

TUALATIN HILLS PARK AND RECREATION DISTRICT,  
AN OREGON PARK AND RECREATION DISTRICT

By: \_\_\_\_\_  
(name and title)

STATE OF OREGON  
County of Multnomah

This instrument was acknowledged before me on \_\_\_\_\_ (date),  
by \_\_\_\_\_ (name) as \_\_\_\_\_ (title) of Tualatin  
Hills Park and Recreation District, an Oregon Park and Recreation District.

\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

APPROVED:

\_\_\_\_\_  
Bureau of Environmental Services Director or designee

**EXHIBIT "A"**

FANNO BASIN PUMP STATION PRESURE LINE – GARDEN HOME SECTION  
REPLACEMENT PROJECT NO. E08293, R/W #6963-1

TEMPORARY CONSTRUCTION EASEMENT (TCE) PARCEL 1 – FANNO CREEK TRAIL  
ALIGNMENT

A PORTION OF THAT CERTAIN TRACT DESCRIBED IN DOCUMENT NO. 91-007539, SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT TRACT DESCRIBED IN DOCUMENT NO. 91-007539, AND RUNNING EASTERLY ALONG THE SOUTH LINE THEREOF ON THE ARC OF A 2834.93 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05° 31' 35", AN ARC DISTANCE OF 273.44 FEET (THE CHORD BEARS S 68° 07' 37" E 273.33 FEET) TO THE POINT OF BEGINNING OF THE TRACT HEREIN TO BE DESCRIBED; THENCE CONTINUING EASTERLY ALONG SAID SOUTH LINE ON THE ARC OF A 2834.93 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 00° 32' 51", AN ARC DISTANCE OF 27.09 FEET (THE CHORD BEARS S 65° 05' 24" E 27.09 FEET) TO A POINT; THENCE N 02° 15' 14" E A DISTANCE OF 17.36 FEET TO A POINT; THENCE WESTERLY ALONG THE ARC OF A 2850.93 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 00° 32' 38", AN ARC DISTANCE OF 27.06 FEET (THE CHORD BEARS N 65° 13' 27" W 27.06 FEET) TO A POINT; THENCE S 02° 15' 14" W A DISTANCE OF 17.30 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 433 SQUARE FEET, MORE OR LESS.

**EXHIBIT "A" – cont.**

FANNO BASIN PUMP STATION PRESURE LINE – GARDEN HOME SECTION  
REPLACEMENT PROJECT NO. E08293, R/W #6963-1

TEMPORARY CONSTRUCTION EASEMENT (TCE) PARCEL 2 – FANNO CREEK TRAIL  
ALIGNMENT

A PORTION OF LOT 11 OF THE DULY RECORDED PLAT OF GARDEN HOME, SITUATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD ON THE WEST LINE OF SW OLESON ROAD, SAID IRON ROD HAVING A YELLOW PLASTIC CAP MARKED "HERTEL PLS 1896", SET ON PROPERTY LINE ADJUSTMENT SURVEY SN 30,913, WASHINGTON COUNTY SURVEY RECORDS; THENCE N 46° 03' 16" W A DISTANCE OF 11.83 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN TO BE DESCRIBED; THENCE CONTINUING N 46° 03' 16" W A DISTANCE OF 42.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP MARKED "HERTEL PLS 1896"; THENCE N 43° 56' 44" E A DISTANCE OF 15.00 FEET TO A POINT; THENCE S 46° 28' 16" E A DISTANCE OF 53.91 FEET TO A POINT; THENCE S 80° 32' 34" W A DISTANCE OF 19.17 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 731 SQUARE FEET, MORE OR LESS.

**EXHIBIT "A" – cont.**

**FANNO BASIN PUMP STATION PRESURE LINE – GARDEN HOME SECTION  
REPLACEMENT PROJECT NO. E08293, R/W #6963-10**

Temporary Construction Easement (TCE) No. 1 – Garden Home Recreation Center Site

A portion of lots 11 and 12, of the duly recorded plat of Garden Home, situated in the Southeast one-quarter of Section 24, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron rod with a yellow plastic cap marked "CH2M Hill" at station 77+97.11, on the West line of SW Oleson Road; Thence S 42°56'49" W along said West right of way a distance of 12.74 feet to the TRUE POINT of BEGINNING of the tract herein described;

Thence continuing along said West right of way, S 02°56'49" W, a distance of 292.46 feet;

Thence N 47°03'11" W, perpendicular to said West right of way, a distance of 15.00 feet;

Thence N 18°39'12" E, a distance of 68.81 feet;

Thence N 42°56'49" E, parallel to said West right of way, a distance of 37.00 feet;

Thence N 47°03'11" W, perpendicular to said West right of way a distance of 24.25 feet;

Thence N 42°56'49" E, parallel to said West right of way, a distance of 33.40 feet;

Thence N 47°03'11" W, perpendicular to said West right of way, a distance of 50.45 feet;

Thence N 42°56'49" E, parallel to said West right of way, a distance of 129.47 feet;

Thence N 50°24'32" W, a distance of 56.46 feet;

Thence N 73°30'24" W, a distance of 84.70 feet;

Thence N 87°45'24" W, a distance of 180.78 feet;

Thence S 02°14'36" W, a distance of 234.72 feet;

Thence N 87°45'18" W, a distance of 141.09 feet, to the West line of said Lot 12;

Thence N 01°42'15" E, along said West line, a distance of 32.58 feet;

Thence S 42°34'09" E, a distance of 10.68 feet;

Thence S 87°45'18" E, a distance of 108.86 feet;

Thence N 02°14'36" E, a distance of 234.72 feet;

Thence S 87°45'24" E, a distance of 208.91 feet;

Thence S 73°30'24" E, a distance of 92.94;

Thence S 50°24'32" E, a distance of 110.74 feet;

Thence S 48°42'23" E, a distance of 70.42 to the West right of way of SW Oleson Road and the TRUE POINT of BEGINNING.

Containing an area of 41,956 square feet, more or less.

**EXHIBIT "A" – cont.**

**FANNO BASIN PUMP STATION PRESURE LINE – GARDEN HOME SECTION  
REPLACEMENT PROJECT NO. E08293, R/W #6963-10**

Temporary Construction Easement (TCE) No. 2 – Garden Home Recreation Center Site

A portion of Lot 12, of the duly recorded plat of Garden Home, situated in the Southeast one-quarter of Section 24, Township 1 South, Range 1 West of the Willamette Meridian, Washington County, Oregon, more particularly described as follows:

Commencing at a 5/8" iron rod with a yellow plastic cap inscribed "Alpha Engineering Inc.", marking the Southeast corner of Lot 4 of Esther Woods Estates, a duly recorded plat in Book 109 of Plats, Page 40, records of Washington County;

Thence S 01°42'15" W, along the West line of said Lot 12 of Garden Home, a distance of 10.69 feet to the TRUE POINT of BEGINNING of the tract herein described;

Thence S 87°45'18" E, a distance of 19.41 feet;

Thence S 42°45'19" E, a distance of 22.98 feet;

Thence S 87°45'18" E, a distance of 51.57 feet;

Thence S 02°14'36" W, a distance of 50.00 feet;

Thence N 87°45'18" W, a distance of 72.29 feet;

Thence N 39°28'55" W, a distance of 21.74 feet, to the West line of said Lot 12 and the Northeast corner of Lot 9 of the subdivision of Lots 13 & 14 of said "Garden Home" as described in document number 98-110591;

Thence N 01°42'15" E., along said West line, a distance of 51.79 feet to the TRUE POINT of BEGINNING.

Containing an area of 4,672 square feet, more or less.



R/W # 6963-10

EXHIBIT "B"

24

FD 1" IRON PIPE  
CTR SEC BY COMMON  
USE

S. 87°48'36"E. 2644.73'



LOT 12

GARDEN HOME

LOT 11

OREGON ELECTRIC RAILROAD (ABANDONED)

TL 1800

LANGERBERG ESTATES

WEST LINE OF LOT 12  
AND OF THE S.W. QUARTER  
OF SECTION 24

30' PERMANENT  
SEWER EASEMENT  
25,196 SQ. FT.

VARIABLE WIDTH  
PERMANENT SEWER  
EASEMENT

PT. OF  
COMMENCEMENT  
TCE 2

TCE 2  
4,672 SQ. FT.

LOT 11

LOT 12

TL 1800

POB TCE 1  
TCE 1  
41,956  
SQ. FT.

LINE TABLE		
L#	BEARING	DTST.
L1	S 42°08'18"W	13.89'
L2	S 42°56'49"W	12.74'
L3	N 01°42'15"E	32.58'
L4	N 42°34'09"W	10.68'
L5	N 01°42'16"E	38.65'
L6	S 39°28'55"E	21.74'
L7	S 42°45'19"E	22.98'
L8	S 87°45'18"E	19.41'
L9	S 50°14'03"E	56.07'
L10	S 43°08'24"E	24.90'
L11	S 52°03'59"E	52.74'
L12	S 46°03'16"E	54.31'

S. W. OLESON ROAD

SCHOMACKER'S

LOT 7  
(1400)

175.35' PLAT  
137.52'  
N. 01°42'15"E  
2628.87'  
N. 01°42'15"E.

242.66'  
S 87°45'24"E  
103.88'  
S 73°30'24"E  
92.94'  
84.70'  
55.46'  
110.74'  
S 50°24'32"E  
S 48°42'23"E  
70.42'  
129.47'  
N 42°56'49"E  
N 47°03'11"W  
50.45'  
N 42°56'49"E  
33.40'  
N 47°03'11"W  
24.25'  
N 42°56'49"E  
37.00'  
N 18°39'12"E  
66.81'  
N 47°03'11"W  
15.00'  
N 42°56'49"E  
751.43'  
618.63'  
276.27'  
142.09'

706.05'  
214.86'  
162.60'

EXHIBIT "B-3"

R/W #6963-1

R = 2834.93'  
Δ = 00°32' 51"  
L = 27.09'  
C = 27.09'  
S. 65°05' 24" E.

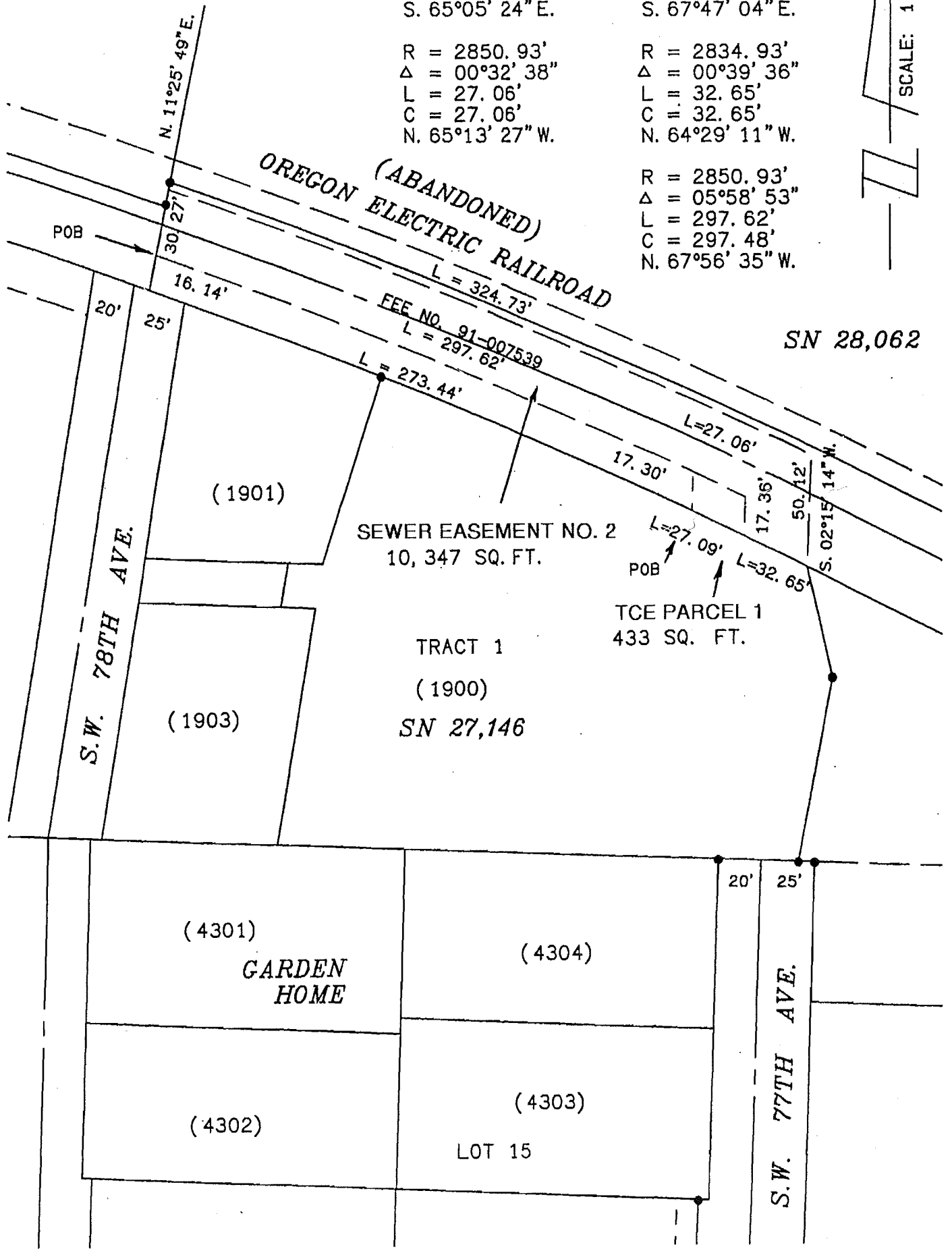
R = 2850.93'  
Δ = 00°32' 38"  
L = 27.06'  
C = 27.06'  
N. 65°13' 27" W.

R = 2880.93'  
Δ = 06°27' 30"  
L = 324.73'  
C = 324.56'  
S. 67°47' 04" E.

R = 2834.93'  
Δ = 00°39' 36"  
L = 32.65'  
C = 32.65'  
N. 64°29' 11" W.

R = 2850.93'  
Δ = 05°58' 53"  
L = 297.62'  
C = 297.48'  
N. 67°56' 35" W.

SCALE: 1" = 60'



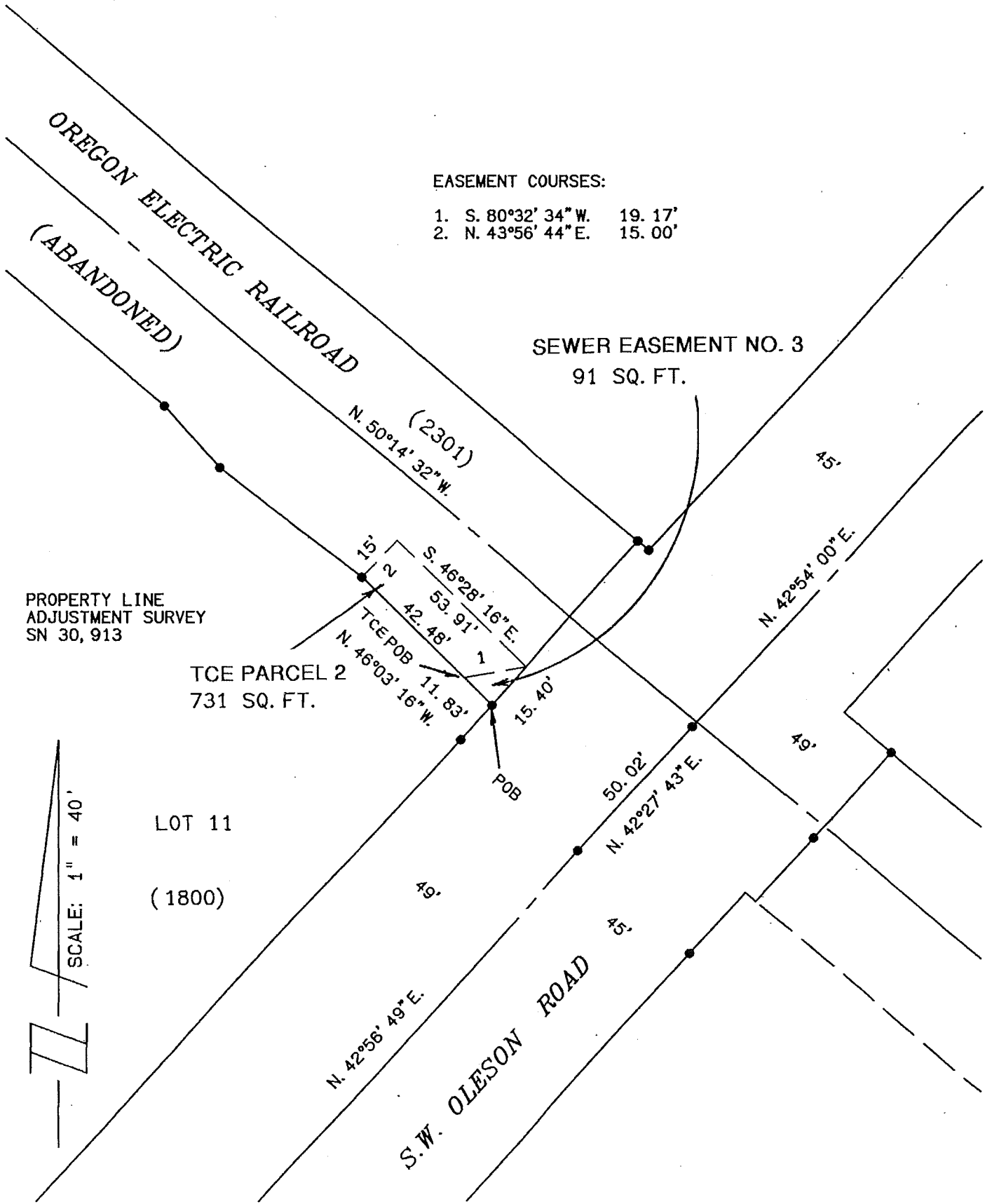
GARDEN  
HOME

EXHIBIT "B-4"

R/W #6963-1

EASEMENT COURSES:

1. S. 80°32' 34" W. 19.17'
2. N. 43°56' 44" E. 15.00'





[7B]

## MEMO

**DATE:** February 25, 2010  
**TO:** Doug Menke, General Manager  
**FROM:** Keith Hobson, Director of Business & Facilities  
**RE:** Collective Bargaining Agreement

### Summary

Staff recommends that the Board of Directors ratify the Collective Bargaining Agreement with the Park District Employees Association for the three-year period beginning on July 1, 2010.

### Background

Park District Management staff has recently completed negotiations with the Park District Employees Association on a new collective bargaining agreement for the three years beginning July 1, 2010, and ending June 30, 2013. By mutual agreement, these negotiations were limited to specific contract sections, and the parties were able to reach a tentative agreement by the end of January. Staff has provided regular updates on the status of the negotiations to the Board of Directors and shared a summary of the tentative agreement with the Board at their February 8, 2010 Executive Session.

Attached is the Collective Bargaining Agreement resulting from these negotiations, including two Memoranda of Understanding. Since this agreement had limited changes from the previous agreement, the changes have been shown in red-line format. Park District Legal Counsel has reviewed this agreement. On February 24, 2010, the members of the Park District Employees Association, by majority vote, approved the Collective Bargaining Agreement.

### Proposal Request

Based upon the approval by the members of the Park District Employees Association, staff is requesting Board ratification of the Collective Bargaining Agreement. Staff has reviewed key issues related to the negotiations with the Board of Directors prior to and during the negotiations, and believes that the proposed agreement meets the major targets identified by the Board in these discussions.

### Action Requested

Board of Directors ratification of the Collective Bargaining Agreement with the Park District Employees Association for the three-year period beginning on July 1, 2010.

# COLLECTIVE BARGAINING AGREEMENT

TUALATIN HILLS PARK AND RECREATION DISTRICT

AND

TUALATIN HILLS PARK AND RECREATION DISTRICT  
EMPLOYEES ASSOCIATION

200710-20103



**Collective Bargaining Agreement**  
**200710-20103**

**TABLE OF CONTENTS**

Article 1: Recognition .....	1
Article 2: Management Rights.....	2
Article 3: General Conditions .....	2
Article 4: Fair Share .....	3
Article 5: Association Representatives Meeting with Staff .....	4
Article 6: Employee List .....	4
Article 7: Equal Opportunities .....	4
Article 8: Attendance.....	5
Article 9: Anniversary Date .....	5
Article 10: Wages.....	5
Article 11: Rate Range and Merit Increase .....	6
Article 12: Pay Periods.....	7
Article 13: Overtime and Compensatory Time .....	8
Article 14: Standby Time.....	8
Article 15: Employee Benefits .....	9
Article 16: Holidays .....	11
Article 17: Vacation .....	13
Article 18: Sick Leave .....	14
Article 19: Personal Leave .....	15
Article 20: Compassionate Leave .....	15
Article 21: Family Medical Leave .....	16
Article 22: Donation of Leave.....	17
Article 23: Extended Leave Without Pay.....	17

**Collective Bargaining Agreement**  
**200710-20103**

**TABLE OF CONTENTS**

Article 24: Military Leave .....	17
Article 25: Court Appearances/Jury Duty .....	18
Article 26: Workers Compensation Insurance.....	18
Article 27: Transportation and Travel.....	19
Article 28: Probationary Employees .....	19
Article 29: Personnel Files .....	21
Article 30: Employment Evaluation .....	22
Article 31: Educational Aid.....	23
Article 32: Training and Conferences.....	23
Article 33: Promotional Opportunities .....	24
Article 34: Reclassification Procedure .....	25
Article 35: Layoff and Recall .....	27
Article 36: Outside Employment.....	29
Article 37: Political Activity .....	29
Article 38: Drug & Alcohol Abuse Policy .....	30
Article 39: Disciplinary Action.....	34
Article 40: Grievance Procedure .....	34
Article 41: Savings Clause .....	36
Article 42: Duration and Termination .....	37

## Collective Bargaining Agreement 200710-20103

### AGREEMENT

This Agreement entered into the 1<sup>st</sup> day of July 200710 between the TUALATIN HILLS PARK AND RECREATION DISTRICT, hereinafter designated as "District" and the TUALATIN HILLS PARK & RECREATION DISTRICT EMPLOYEES ASSOCIATION, hereinafter referred to as "Association."

### ARTICLE 1

#### RECOGNITION

##### **Section 1.1:**

The District recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees in the bargaining unit.

##### **Section 1.2:**

The bargaining unit shall consist of all full time (FT) and regular part time (RPT) employees of the District, EXCLUDING the General Manager, Assistant General Manager, Director of Business Services, Director of Park and Recreational Services, Director of Communications and Development, Executive Secretary, Management Team Support Specialist, Superintendent of Programs and Special Activities, Superintendent of Maintenance Operations, Superintendent of Aquatic Program Services, Superintendent of Sports and Recreational Activities, Superintendent of Planning and Development, Superintendent of Security Operations, Superintendent of Natural Resources and Trail Management, Senior Park Planner, Finance Manager, Human Resources Manager, Human Resources Coordinator, Risk and Contract Manager, Information Services Manager, Operations Analyst, Park Maintenance Coordinator, Athletic Facilities Coordinator, Building Maintenance Coordinator, Vehicle/Equipment Coordinator, Center Supervisors, and seasonal employees.

##### **Section 1.3:**

A FT employee is one (1) in a FT budgeted position or one (1) working in a FT schedule on a year round basis. A RPT employee is one (1) in a budgeted position working scheduled hours of not less than thirty (30) hours per week nor more than thirty-five (35) hours per week on a year-round basis. Hereinafter the term employees, without reference to FT or RPT shall be construed as to mean all members of the bargaining unit as described in Section 1.2.

##### **Section 1.4:**

The District will notify the Association prior to posting new or amended position classifications and will indicate whether or not it believes any of them should be included within the bargaining unit. If the Association believes any new or amended job classification should be included within the bargaining unit, the executive committee and union representative may meet with District representatives to discuss the matter. If agreement is not reached within a reasonable time, the District may proceed with posting the position. Either or both parties may request mediation for a determination of whether or not the classification is within the bargaining unit. Prior to such determination, the position classification shall remain out of the bargaining unit.



## ARTICLE 2

### MANAGEMENT RIGHTS

#### Section 2.1:

It is recognized that an area of responsibility must be reserved to the employer if the District is to effectively serve the public. Except to the extent expressly governed by a specific provision of this Agreement, the responsibilities of management are exclusively functions to be exercised solely by the District and are not subject to negotiation. By way of illustration and not limitation, the following are listed as such management functions:

- A. The determination of the services to be rendered to the citizens served by the District.
- B. The determination of the District's financial budgetary, accounting and organization policies and procedures.
- C. The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the District establishing personnel rules and regulations not inconsistent with any other term of this Agreement.
- D. The management and direction of the work force including, but not limited to, the right to determine the methods, processes and the manner of performing work; the determination of the duties and qualifications of job classifications; the right to hire, promote, train, demote, transfer and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize departments or divisions; the right to determine schedules of work; and the right to purchase, dispose and assign equipment or supplies.

## ARTICLE 3

### GENERAL CONDITIONS

#### Section 3.1:

No employee shall suffer any reduction in salary or benefits because of the adoption of this Agreement.

#### Section 3.2:

During the life of this Agreement, the Association agrees not to engage in any strike or work stoppage and the District agrees not to engage in any lockout.

#### Section 3.3:

No employee shall be discharged or discriminated against for upholding Association purposes and taking an active part in the affairs of the Association. No employee, who is a member of the Association, except as provided herein, shall use the District's time for Association activities. Reasonable time will be provided during contract negotiations.

**Section 3.4:**

The Association shall have the right to appoint representatives. The representatives shall be recognized by the District in the adjustment of any grievance when called upon by said officers of the Association to do so. The representative shall not be discriminated against for discharging the duties assigned to them by the Association, it being understood that the discharge of such duties shall not interfere with the normal performance of his/her work for the District; provided, however, that reasonable time will be allowed for any such representative to assist an employee in adjusting a grievance.

**Section 3.5:**

No provision of this Agreement shall be interpreted to authorize any party, the District, the bargaining unit, or any employee to perform any act, or failure to perform any act, if the performance or failure to perform would result in a violation of the law or rule of any federal, state or local government body or administrative agency.

**Section 3.6:**

The District shall provide each employee with copies of the Collective Bargaining Agreement.

**Section 3.7:**

No more than six (6) Chapter Officers, plus one (1) alternate, and elected or appointed Association representatives, upon approved application, may be granted time off with pay from their regular duties for collective bargaining and contract administration. Whenever possible, such meetings will be scheduled so as not to interfere with District duties. No more than ten (10) Chapter Officers and elected or appointed Association representatives, upon approved application, may be granted time off without pay from regular duties to attend the Oregon School Employees Association (OSEA) annual conference.

**ARTICLE 4**

**FAIR SHARE**

The terms of this Agreement have been made for all employees in the bargaining unit and not only for the members of the Association.

**Section 4.1:**

It is therefore fair that each employee covered by this Agreement pay his/her share of the cost of negotiating and administering it.

**Section 4.2:**

Any employee in the bargaining unit who has not joined the Association within thirty (30) days of the signing of this Agreement or within thirty (30) days of becoming an employee shall pay the Association an amount equal to the uniform dues of members of the Association, provided that any employee hired prior to July 1, 1979 shall not be subject to this provision unless s/he is a current dues paying member of the Association or chooses to become a member during the life of this Agreement. In such event, this Article shall apply as written.

**Section 4.3:**

Any individual employee, who has objection to the above, based on a bona fide religious tenet or teaching of a church or religious body, of which s/he is a member, shall inform the District and Association of his/her objection. Such employee shall be allowed to contribute an amount equal to uniform dues to a nonreligious charity mutually agreed upon between the employee and the Association. The employee shall furnish proof to the District and the Association that this has been done.

**Section 4.4:**

Payroll deduction of dues and/or in lieu of dues shall be made by the disbursing officer of the District each month to the Treasurer of the Association without any requirement of specific authorization by the affected employee and shall continue for the life of the Agreement as long as the employee is employed in the bargaining unit. The amount of dues shall be indicated by the Association to the District in writing and shall be effective on the date indicated by the Association.

**ARTICLE 5**

**ASSOCIATION REPRESENTATIVES MEETING WITH STAFF**

**Section 5.1:**

Representatives of the Association shall be afforded the opportunity to meet with employees before or after monthly staff meeting when such employees' work schedule makes it impossible for them to attend regular Association membership meetings.

**ARTICLE 6**

**EMPLOYEE LIST**

**Section 6.1:**

Once each quarter, the District will provide the Association with an up-to-date list of all employees. Such a list shall include the date of hire, address, classification and rate of pay.

**ARTICLE 7**

**EQUAL OPPORTUNITIES**

**Section 7.1:**

The District is an equal opportunity employer and will not allow discrimination toward any employee with regard to gender, age, race, color, national origin, sexual orientation, marital status, disability, veteran status, religious affiliation or any other classification protected under law.

## ARTICLE 8

### ATTENDANCE

#### Section 8.1:

If an employee is unable to report to work at the designated starting time, s/he is expected to provide sufficient notice. Notification must be given to the immediate Supervisor as soon as possible, and no later than the first one-half (½) hour of the regular scheduled work shift (this notification requirement shall be waived for emergency situations). Notification requirements may vary depending on a particular job function; departments may establish other written procedures, including prior notice requirements.

## ARTICLE 9

### ANNIVERSARY DATE

#### Section 9.1:

The anniversary date for the purposes of sick leave and vacation accruals and pension for those employees hired the first (1<sup>st</sup>) through fifteenth (15<sup>th</sup>) of the month shall be the first (1<sup>st</sup>) day of the month of hire.

#### Section 9.2:

The anniversary date for the purposes of sick leave and vacation accruals and pension for those employees hired the sixteenth (16<sup>th</sup>) of the month, but before the first (1<sup>st</sup>) of the following month shall be the first (1<sup>st</sup>) day of the month following the month in which the employee was hired.

## ARTICLE 10

### WAGES

#### Section 10.1:

The District agrees that each FT employee shall be paid in accordance with the schedule contained in the Rate Range Chart commencing July 1, 20~~07~~10, as found in Section 11.3.

- A. FT employees shall receive merit increases as provided for in Section 11.2.

#### Section 10.2:

The District agrees that each RPT employee shall be paid in accordance with the schedule contained in the Rate Range Chart commencing July 1, 20~~07~~10, as found in Section 11.3. The base salary for RPT employees shall be an hourly rate based upon 2,080 hours per year, minus six percent (6%), at the applicable rates set forth in the Rate Range Chart in Section 11.3.

Effective July 1, 2011, the base salary for RPT employees shall increase to an hourly rate based upon 2,080 hours per year, to be equal to FT wages, at the applicable rates set forth in the Rate Range Chart in Section 11.3.

- A. RPT employees shall receive merit increases as provided for in Section 11.2.

#### Section 10.3:

The District agrees that each FT employee shall be paid in accordance with the schedule

contained in the Rate Range Chart, adjusted effective July 1, 2007~~10~~, for the period ending June 30, 2008~~11~~. ~~For the 2007-08 fiscal year, the Cost of Living adjustment will be 2.6 percent (2.6%) for all FT employees such adjustment to be the increasing of wage rates by the percentage determined and published by the U.S. Government Bureau of Labor and Statistics as the change in the Portland Consumer Price Index for all Urban Consumers (CPI-U) January, 2009 to December, 2009. However, in no event shall the Cost of Living Adjustment be less than zero percent (0%).~~

**Section 10.4:**

The District agrees that each RPT employee shall be paid in accordance with the schedule contained in the Rate Range Chart, adjusted effective July 1, 2007~~10~~, for the period ending June 30, 2008~~11~~. ~~For the fiscal year 2007-08, the Cost of Living adjustment will be 2.6 percent (2.6%) for all RPT employees. such adjustment to be the increasing of wage rates by the percentage determined and published by the U.S. Government Bureau of Labor and Statistics as the change in the Portland Consumer Price Index for all Urban Consumers (CPI-U) January, 2009 to December, 2009. However, in no event shall the Cost of Living Adjustment be less than zero percent (0%).~~

**Section 10.5:**

The District agrees that each FT employee shall be paid in accordance with the schedule contained in the Rate Range Chart, adjusted effective July 1, 2008~~11~~, for the period ending June 30, 2009~~12~~, such adjustment to be the increasing of wage rates by the percentage determined and published by the U.S. Government Bureau of Labor and Statistics as the change in the Portland Consumer Price Index for all Urban Consumers (CPI-U) January, 2007~~10~~ to December, 2007~~10~~. However, in no event shall the Cost of Living Adjustment be less than zero percent (0%).

**Section 10.6:**

The District agrees that each RPT employee shall be paid in accordance with the schedule contained in the Rate Range Chart, adjusted effective July 1, 2008~~11~~, for the period ending June 30, 2009~~12~~, such adjustment to be the increasing of wage rates by the percentage determined and published by the U.S. Government Bureau of Labor and Statistics as the change in the Portland CPI-U January, 2007~~10~~ to December, 2007~~10~~, upon the conditions set forth in Section 10.2 above. However, in no event shall the Cost of Living Adjustment be less than zero percent (0%).

**Section 10.7:**

The District agrees that each FT employee shall be paid in accordance with the schedule contained in the Rate Range Chart, adjusted effective July 1, 2009~~12~~, for the period ending June 30, 2010~~13~~, such adjustment to be increasing of wage rates by the percentage determined and published by the U.S. Government Bureau of Labor and Statistics as the change in the Portland CPI-U January, 2008~~11~~ to December, 2008~~11~~. However, in no event shall the Cost of Living Adjustment be less than zero percent (0%).

**Section 10.8:**

The District agrees that each RPT employee shall be paid in accordance with the schedule contained in the Rate Range Chart, adjusted effective July 1, 2009~~12~~, for the period ending June 30, 2010~~13~~, such adjustment to be increasing of wage rates by the percentage determined and published by the U.S. Government Bureau of Labor and Statistics as the change in the Portland CPI-U January, 2008~~11~~ to December, 2008~~11~~, upon the conditions set forth in Section 10.2 above. However, in no event shall the Cost of Living Adjustment be less than zero percent

(0%).

## ARTICLE 11

### RATE RANGE AND MERIT INCREASE

**Section 11.1:**

The Rate Range Chart shall be updated each year. Employees hired or promoted after July 1, 20~~07~~10 shall be placed on a step contained on the Rate Range Chart. All employees shall normally be hired at the starting salary, Step A, and progress through Step I.

**Section 11.2:**

The anniversary date, for the purposes of merit increase, for employees hired the first (1<sup>st</sup>) through the fifteenth (15<sup>th</sup>) of the month shall be the first (1<sup>st</sup>) day of the month of hire. The anniversary date, for the purposes of merit increase, for employees hired the sixteenth (16<sup>th</sup>) of the month, but before the first (1<sup>st</sup>) of the following month shall be the first (1<sup>st</sup>) day of the month following the month in which the employee was hired.

On the anniversary date of hire, the employee shall receive a merit increase upon meeting expectations as identified on the performance evaluation form.

The District shall have the sole right of awarding the merit increase but the employee shall have access to the grievance procedure as provided herein.

**Section 11.3:**

See Rate Range Charts.

**Section 11.4:**

Nothing in this Section shall prohibit the District from giving an employee an additional merit increase beyond that indicated herein; provided, however, such additional increases shall not be considered as an "early" anniversary date increase, and the employee shall still be entitled to future anniversary increases.

**Section 11.5:**

An employee shall be classified and paid at the rate for which they are normally assigned. However, if an employee assumes the duties of a higher paid classification for more than five (5) consecutive days s/he shall be paid at the higher rate for all time spent performing the higher paid duties. Rate of pay to be determined in accordance with Section 11.6.

**Section 11.6:**

If an employee is promoted to a higher paying classification, the employee shall be moved effective with the date of assignment to the step in the new classification which represents an increase in pay closest to five percent (5%) monthly.

**ARTICLE 12**

**PAY PERIODS**

**Section 12.1:**

Employees of the District shall be paid twice a month on the fifteenth (15<sup>th</sup>) and the last banking day of the month.

**Section 12.2:**

If the fifteenth (15<sup>th</sup>) of the month falls on a legal holiday or Saturday, the pay date shall be moved up to the day preceding. If the fifteenth (15<sup>th</sup>) of the month falls on a Sunday and Monday is a legal holiday, the pay date shall be moved to the Friday before. If the fifteenth (15<sup>th</sup>) of the month falls on Monday and Monday is a legal holiday, the pay date shall be moved to the Friday before. If the fifteenth (15<sup>th</sup>) of the month falls on a Sunday, the pay date shall be moved to the day following.

## ARTICLE 13

### OVERTIME AND COMPENSATORY TIME

#### **Section 13.1:**

An employee's workweek shall be predetermined, on a consistent and regular basis; however, there are times when employees of the District will be required to work over forty (40) hours a week.

All employees will receive one and one half (1½) hours compensatory paid time off for each authorized overtime hour worked in excess of forty (40) hours in any workweek.

If an employee has a balance of forty (40) compensatory time hours or more at the beginning of the payroll period, an employee may elect cash compensation for the overtime hours worked during that pay period. Overtime paid as cash compensation will be limited to eighty (80) hours per contract year. No overtime will be worked without prior approval from the Supervisor.

When leave hours taken plus hours worked exceed forty (40) hours in a workweek, the employee's leave hours shall be reduced by the number in excess of forty (40) for that workweek. For purposes of this Section, leave hours will not include holiday hours.

#### **Section 13.2:**

Employees requesting time off shall take accrued compensatory time, in excess of forty (40) hours prior to taking vacation time. The Supervisor must approve use of compensatory time.

#### **Section 13.3:**

Compensatory time shall be capped at two hundred forty (240) hours. Overtime hours worked in excess of the two hundred forty (240) cap shall be paid in cash.

#### **Section 13.4:**

Compensation paid to an employee for accrued compensatory time off shall be paid at the regular rate earned by the employee at the time the employee receives such payment.

#### **Section 13.5:**

Upon termination, an employee who has accrued compensatory time off shall be paid for the unused compensatory time off at a rate of compensation not less than the average regular rate received by such employee during the last three (3) years of the employee's employment, or the final regular rate received by such employee, whichever is higher.

## ARTICLE 14

### STANDBY TIME

#### **Section 14.1:**

Standby Time is defined as any time an employee is required to carry a pager unit or cellular phone for the purpose of being called during off duty hours in an emergency situation. One employee from each crew affected will be required to carry a pager unit for a period not to exceed one calendar week at a time on a rotating basis. No one employee shall be required to carry the pager for a period longer than one week in duration at a time.



**Section 14.2:**

Employees required to carry a pager unit shall be compensated a standby premium adjustment equal to twelve (12) hours straight time for each weekly rotation (prorated if less than seven [7] days). All compensation for Standby Time will be provided as compensatory time.

As provided for in Section 13.1, employees have the option to be paid cash wages for overtime hours worked up to eighty (80) hours per contract year.

Compensation for Standby Time shall be in addition to the employee's regular salary and in addition to any call-out compensation the employee may accrue.

**Section 14.3:**

When an employee receives a call while on standby and the call results in the employee being required to physically report to a worksite, the employee shall be compensated for actual time worked, with a minimum of two (2) hours call back, at the overtime rate. Time spent traveling from home to the worksite and back shall be regarded as actual time worked. Actual time worked during a call out shall be provided as compensatory time stated in Section 14.2. If call back overlaps with regular work hours, compensation shall not be paid twice for the same hours.

**Section 14.4:**

The employee who is called-back to work shall receive private car mileage, both ways, between home and the duty station at the rate prescribed in Section 27.3.

**ARTICLE 15**

**EMPLOYEE BENEFITS**

**Section 15.1:**

**MEDICAL & DENTAL INSURANCE**

Medical Insurance

~~Effective July 1, 2007, if the renewal rate for the 2010-11 fiscal year is less than 10% over the previous fiscal year rate,~~ the District shall retain Regence Blue Cross/Blue Shield, Preferred Provider Plan, medical insurance or the equivalent for all FT and RPT employees and their dependents.

For FT employees, the District shall pay one hundred percent (100%) of the premium for employee only coverage. FT employees electing spouse, dependent or family coverage shall contribute five percent (5%) of the difference between the employee only rate and the spouse, dependent or family rate.

For RPT employees, the District shall pay seven-eighths (7/8) of the premium for employee only coverage. RPT employees electing spouse, dependent or family coverage shall contribute five percent (5%) of the difference between the employee only rate and the spouse, dependent or family rate plus one-eighth (1/8) of the remaining portion of the difference between the employee only rate and the spouse, dependent or family rate.

For all employees participating on the Regence BlueCross/BlueShield, Preferred Provider Plan, as of July 1 of each year, the District will contribute \$300 per employee per year, non-cumulative, into the employee's Section 125 Plan to offset medical expenses. No compensation is allowed for any unused funds.

If during the ~~2010-2011, 200811-0912~~ or ~~200912-1013~~ fiscal years, the renewal premium for Regence BlueCross/BlueShield, Preferred Provider Plan increases ten percent (10%) or more over the previous year's rate, the District may reopen Article 4415 and renegotiate the plan. Article 15 shall only be opened if the formal renewal rate proposal is an increase of 10% or more of the previous fiscal year rate. If the contract is opened under this Article, Section 3.2 does not apply. All other Articles and Sections shall remain in force.

In the event eligible spouses are both employed by the District, one (1) spouse shall be entitled to spouse, dependent or family coverage (as provided above) while the other spouse shall be entitled to employee only coverage. Additional coverage may be purchased at the full group rate.

#### Dental Insurance

Effective July 1, 2007, if the renewal rate for the 2010-2011 fiscal year is less than 10% over the previous fiscal year rate, the District shall retain MetLife dental insurance, or the equivalent, (\$2,000 maximum yearly coverage per person) for all FT and RPT employees and their dependents. For FT employees, the District shall pay one hundred percent (100%) of the premium for employee only coverage. FT employees electing spouse, dependent or family coverage shall contribute five percent (5%) of the difference between the employee only rate and the spouse, dependent or family rate.

For RPT employees, the District shall pay seven-eighths (7/8) of the premium for employee only coverage. RPT employees electing spouse, dependent or family coverage shall contribute five percent (5%) of the difference between the employee only rate and the spouse, dependent or family rate plus one-eighth (1/8) of the remaining portion of the difference between the employee only rate and the spouse, dependent or family rate.

If during the 2010-2011, 2011-12 or 2012-13 fiscal years, the renewal premium for Metlife dental insurance, or equivalent (\$2,000 maximum yearly coverage per person) increases ten percent (10%) or more over the previous year's rate, the District may reopen Article 15 and renegotiate the plan. Article 15 shall only be opened if the formal renewal rate proposal is an increase of 10% or more of the previous fiscal year rate. If the contract is opened under this Article, Section 3.2 does not apply. All other Articles and Sections shall remain in force.

In the event eligible spouses are both employed by the District, one (1) spouse shall be entitled to spouse, dependent or family coverage (as provided above) while the other spouse shall be entitled to employee only coverage. Additional coverage may be purchased at the full group rate.

Eligibility for insurance coverage shall be determined according to the existing written agreements with the District and its insurance coverage carrier.

#### **Section 15.2: LIFE INSURANCE**

The District provides \$25,000 worth of term life insurance and \$25,000 of accidental death and dismemberment coverage for employees. The District pays all premiums in full.

**Section 15.3:  
PENSION PLANS**

~~A. For FT employees hired prior to July 1, 2010, the District has shall provide~~ a group annuity contract (Tier I) with Standard Insurance Company under which the company invests District and employee contributions in order to provide pension benefits for FT employees when they retire.

~~A.~~ FT employees become eligible the first (1<sup>st</sup>) day of the month coinciding with or following six (6) months of service.

~~B.~~ FT employees shall pay six percent (6%) of the Retirement plan with the District providing the remaining portion. Employees may make voluntary contributions of up to twenty-five percent (25%) of their earnings.

~~C.~~ In the case of retirement only, one-half (½) the value of unutilized sick leave at retirement will be included in total compensation before averaging.

B. For new FT employees hired July 1, 2010 or after, and all RPT employees, the District shall provide a hybrid pension plan through Standard Insurance Company (Tier II) which is comprised of two components, an employer paid pension fund and an Individual Account Program (IAP).

Any new FT employee hired July 1, 2010 or after shall enter the Tier II pension plan and will become eligible the first (1<sup>st</sup>) day of the month coinciding with or following six (6) months of service. FT employees shall contribute 6% of their salary (pre-tax) into a separate individual account (IAP) which is treated as a defined contribution account. The IAP funds shall be pooled and invested by the District fund manager.

All RPT employees will begin receiving pension benefits under the Tier II plan phased in as follows:

During July 1, 2010-June 30, 2011, no pension benefits will be earned by RPT employees. However RPT employees will begin satisfying vesting requirements as of the latter of July 1, 2010 or his/her hire date.

During July 1, 2011-June 30, 2012, RPT employees will begin making a mandatory 6% contribution to the IAP account, if possible.

During July 1, 2012-June 30, 2013, RPT employees shall receive full Tier II pension benefits (IAP + employer contribution) and will begin earning years of service credits.

**Section 15.4:  
DEFERRED COMPENSATION**

The District agrees to maintain a tax deferred compensation program for employees covered by this Agreement.

**Section 15.5:  
LONG TERM DISABILITY**

A Long Term Disability insurance program for sixty-six and two-thirds percent (66<sup>2/3</sup>%) of pre-disability earnings, with a maximum benefit of ~~\$6,000-9,000~~ per month, (reduced by any deductible benefits) will be provided by the District, for all FT and RPT employees. Long Term Disability will begin after sixty (60) days of disability.

**Section 15.6:  
LONG TERM CARE**

The District provides a Long Term Care insurance program for all FT employees. Long Term Care provides a maximum benefit of \$1,000 per month for home care and \$2,000 per month for facility care, with a lifetime maximum benefit of \$36,000. Long Term Care will begin after a ninety (90) day elimination period.

**Section 15.7:  
FLEXIBLE SPENDING ACCOUNT**

The District provides a Section 125 Flexible Spending Account for all employees. The Section 125 Flexible Spending Account allows employees to pay for group health insurance premiums, other health and dependent care expenses, with pre-tax payroll deductions.

**Section 15.8:  
EMPLOYEE ASSISTANCE PROGRAM**

A comprehensive Employee Assistance Program (EAP) is provided by the District, at no cost, for all employees.

**Section 15.9:  
BENEFIT COMMITTEE**

The parties agree a benefit committee will be established and maintained. The benefit committee will be responsible for gathering and reviewing a variety of benefit information and for formulating recommendations for District Management review, including: ensuring the District's benefit programs remain competitive, cost containment measures are originated, and for the development of an educated employee approach toward health insurance benefits. Committee membership will be equally comprised – half (½) Association Members and half (½) District Management. Upon mutual agreement, if the benefit committee finds an advantageous benefit program, Article 15 may be re-opened for renegotiation.

**ARTICLE 16**

**HOLIDAYS**

**Section 16.1:**

FT employees shall receive ten (10) paid holidays (eight [8] hours each):

- |   |                                   |
|---|-----------------------------------|
| 1. January 1                                  | New Year's Day                    |
| 2. Monday closest to January 17 <sup>th</sup> | Martin Luther King's Birthday     |
| 3. 3 <sup>rd</sup> Monday in February         | President's Day                   |
| 4. Day Observed                               | Memorial Day                      |
| 5. July 4                                     | Independence Day                  |
| 6. 1 <sup>st</sup> Monday in September        | Labor Day                         |
| 7. November 11                                | Veterans Day                      |
| 8. 4 <sup>th</sup> Thursday in November       | Thanksgiving Day                  |
| 9. 4 <sup>th</sup> Friday in November         | Friday following Thanksgiving Day |
| 10. December 25                               | Christmas Day                     |

**Section 16.2:**

RPT employees shall receive ten (10) paid holidays (seven [7] hours each):

- |   |                  |
|---|------------------|
| 1. January 1                            | New Year's Day   |
| 2. Day Observed                         | Memorial Day     |
| 3. July 4                               | Independence Day |
| 4. 1 <sup>st</sup> Monday in September  | Labor Day        |
| 5. 4 <sup>th</sup> Thursday in November | Thanksgiving Day |
| 6. December 25                          | Christmas Day    |
| 7. Four (4) Floater Holidays            | July 1 – June 30 |

RPT employees shall be granted four (4) non-cumulative Floater Holidays per contract year. Floater Holidays must be used by the end of the contract year and are not cumulative. Employees are required to receive prior approval by the Supervisor, and must provide two (2) weeks notice prior to taking the leave. The District shall have the option to retain staff, as it deems necessary to operate the District. Use of Floater Holiday shall be in full day increments (seven [7] hours) and cannot be reduced when paid hours for the workweek exceed thirty-five (35) hours.

**Section 16.3:**

An employee who is required to work a scheduled holiday will be compensated by one and one half (1½) hours pay for each hour worked in addition to holiday pay. In emergency situations, when an employee not previously scheduled, is called into work, the employee will be compensated by two (2) hours pay for each hour worked in addition to holiday pay.

**Section 16.4:**

If any of the above-listed holidays fall on a Saturday, it shall be observed on Friday, and if it falls on Sunday, it shall be observed on Monday. If an employee's regularly assigned work shift includes Saturday and/or Sunday and the actual holiday falls on a Saturday or Sunday the employee shall have the option to receive holiday pay on either the actual holiday or the observed holiday.

**Section 16.5:**

Should the holiday fall on an employee's scheduled day off, the employee may request an additional day off prior to, or following, the observed holiday. The employee will receive his/her whole scheduled shift off; the FT employee will be compensated eight (8) hours, RPT seven (7) hours. Any additional hours in the employee's scheduled work shift must be worked during the same workweek, or the employee may request paid/unpaid leave. If an employee's work shift extends on both sides of 12:00 AM, midnight, the employee shall receive one (1) full work shift off with pay. If more than one (1) shift extends into the holiday the employee shall choose, with approval of his/her Supervisor, which shift will be designated as the holiday shift.

## ARTICLE 17

### VACATION

#### **Section 17.1:**

In order to make adequate preparation, no vacation leave for a period greater than fifteen (15) working days shall be granted unless a written request is submitted to the Office of the General Manager or designee, at least two (2) weeks prior to the time when the leave is to be begin. Employee vacations of fifteen (15) working days or less, shall be scheduled cooperatively between the employee and his/her immediate Supervisor. Supervisors must be reasonable in allowing the use of vacation time and may not unreasonably deny vacation requests. Where positions affect essential service levels, employees while on paid/work time may be asked to assist in securing substitutes.

#### **Section 17.2:**

Vacation for FT employees shall be earned as follows:

- A. One (1) year to completion of three (3) years – ten (10) eight (8) hour days
- B. Four (4) years to completion of nine (9) years – fifteen (15) eight (8) hour days
- C. Ten (10) years to completion of fourteen (14) years – eighteen (18) eight (8) hour days
- D. Fifteen (15) years to completion of nineteen (19) years – twenty-one (21) eight (8) hour days
- E. After twenty (20) years – twenty-four (24) eight (8) hour days

Due to the nature of service, FT employees shall be allowed to accumulate a maximum of two hundred forty (240) hours vacation time. When accrued vacation hours reach the two hundred forty (240) hour cap, new accruals are suspended until total hours are reduced to less than two hundred forty (240).

#### **Section 17.3:**

Vacation for RPT employees shall be earned as follows:

- F. One (1) year to completion of three (3) years – ten (10) seven (7) hour days
- G. Four (4) years to completion of nine (9) years – fifteen (15) seven (7) hour days
- H. Ten (10) years to completion of fourteen (14) years – eighteen (18) seven (7) hour days
- I. Fifteen (15) years to completion of nineteen (19) years – twenty-one (21) seven (7) hour days
- J. After twenty (20) years – twenty-four (24) seven (7) hour days

Due to the nature of service, RPT employees shall be allowed to accumulate a maximum of two hundred ten (210) hours vacation time. When accrued vacation hours reach the two hundred ten (210) hour cap, new accruals are suspended until total hours are reduced to less than two hundred ten (210).

#### **Section 17.4:**

If a FT employee's vacation hours total two hundred (200) or more, the FT employee shall be guaranteed approval of a request for a minimum of forty (40) hours of vacation time off within that payroll period.

#### **Section 17.5:**

Employees who terminate employment with the District, for any reason, will be paid for all unused vacation at their latest salary or hourly rate.

**Section 17.6:**

If a RPT employee is promoted into a FT position, total years of service under the Agreement will be credited when calculating vacation accrual rates.

**ARTICLE 18**

**SICK LEAVE**

**Section 18.1:**

All FT employees shall accumulate sick leave at the rate of one (1) day (eight [8] hours) per month to an unlimited accumulation of sick leave at the currently scheduled salary or rate of pay. Sick leave shall be deducted in fifteen (15) minute increments.

**Section 18.2:**

All RPT employees shall accumulate sick leave at the rate of seven (7) hours per month at the currently scheduled salary or rate of pay. Sick leave shall be deducted in fifteen (15) minute increments.

**Section 18.3:**

RPT Attendance Incentive

If a RPT or FT employee has a balance of ~~eighty (80) hours~~ 210 hours (RPT)/ 240 hours (FT) or more of sick leave at the end of the ~~calendar~~ contract year and has used less than one-half (½) his/her annual sick leave accrual (eighty-four [84] hours [RPT]/ ninety-six [96] hours [FT]) in that previous contract year, that employee is eligible to have up to fifteen percent (15%) of his/her remaining sick leave accrued in that contract year converted to vacation leave. Conversion may be made once per contract year.

Sick leave used for an absence which qualifies under the FMLA and/or OFLA or an absence due to disability under the ADA shall be excluded for purposes of determining whether an employee has used one-half (½) of his/her annual sick leave accrual (~~eighty-four [84] hours~~) in that ~~calendar~~ contract year.

**Section 18.4:**

An employee unable to perform his/her duties due to personal illness/injury, necessity for medical/dental care, or the illness of an immediate family member requiring assistance may use accrued sick leave.

When sick leave is taken to care for an immediate family member, other care arrangements will be made as soon as possible, except where leave is provided for by family leave laws and the employee is eligible for such leave.

Employees shall make a reasonable effort to schedule medical and dental appointments that must occur during their work shift at a time that will minimize their time away from the workplace and produces the least amount of impact to District services and programs.

As used in this Article, "immediate family member" shall be defined as dependents and other close relatives who reside in the employee's household.

In order to receive compensation while on sick leave, the employee shall provide sufficient notice (unless unable to do so because of the serious nature of the injury or illness). Notification must be given to the immediate Supervisor, as soon as possible, and no later than the first one-half (½) hour of the regular scheduled work shift. Notification requirements may vary depending

on a particular job function; departments may establish other written procedures, including prior notice requirements. Substitutes are the immediate Supervisor's responsibility. For absences of three (3) consecutive days or more, or if a pattern of misuse develops, a certificate from an attending physician may be required.

**Section 18.5:**

When an employee is receiving compensation under the State Accident Insurance Fund, the employee shall have the choice of deducting as sick leave the difference between the amounts paid by State Accident Insurance Fund and the employee's regular salary.

**Section 18.6:**

Upon termination of District employment, no compensation will be granted for unused sick leave.

## **ARTICLE 19**

### **PERSONAL LEAVE**

**Section 19.1:**

All FT Employees shall be granted two (2), non-cumulative, Personal Leave days (eight [8] hours) per contract year, to be used by the end of the contract year.

Employees are required to receive prior approval for Personal Leave, by the Supervisor, and must give two (2) weeks notice prior to the leave except for personal emergencies. If an emergency, notification must be given to the Supervisor as soon as possible in accordance with Article 8. The District shall have the option to retain staff, as it deems necessary to operate the District.

**Section 19.2:**

All RPT employees shall be granted two (2), non-cumulative, Personal Leave days (seven [7] hours) per contract year, to be used by the end of the contract year. Employees are required to receive prior approval for Personal Leave, by the Supervisor, and must give two (2) weeks notice prior to the leave except for personal emergencies. If an emergency, notification must be given to the Supervisor as soon as possible in accordance with Article 8. The District shall have the option to retain staff, as it deems necessary to operate the District.

## **ARTICLE 20**

### **COMPASSIONATE LEAVE**

**Section 20.1:**

In the event of a death in an employee's immediate family, a leave shall be granted with pay, upon approval by the General Manager or designee in order to make funeral arrangements if necessary, or to attend the funeral. A maximum of five (5) days (eight [8] hours) for FT employees or five (5) days (seven [7] hours) for RPT employees per contract year, non-accumulative will be allowed if warranted by the situation. Substitutes are the responsibility of the Supervisor.

**Section 20.2:**

Immediate family includes spouse, domestic associate, children, parents, grandparents, grandchildren, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law,



stepparents, and stepchildren.

## ARTICLE 21

### FAMILY MEDICAL LEAVE

#### **Section 21.1:**

An employee may request a leave of absence without pay not to exceed a period of twelve (12) weeks, within a one (1) year period, when required to leave employment because of his/her own serious illness, the birth or adoption, or placement of a foster child, or to provide care for a spouse, same sex domestic partner, parent, parent-in-law or child suffering from a serious health condition.

A female employee may take an additional twelve (12) weeks of leave within any one (1) year period for illness, injury or condition related to pregnancy or childbirth that disables the employee from performing any available job duties offered.

An employee who uses Family Medical Leave to care for a newborn, newly adopted child or newly placed foster child may also be entitled to take up to twelve (12) weeks, within the one (1) year period, to care for a child with an illness or injury that is not a serious health condition, but requires home care.

Under certain circumstances, Family Medical Leave may be taken intermittently or on a "reduced leave schedule."

#### **Section 21.2:**

In order to retain credit for past service, the employee must:

- A. Notify the office of the General Manager or designee, thirty (30) days prior to the anticipated leave. For unanticipated leave the employee must give verbal or written notice within twenty-four (24) hours of commencement of the leave. Any person on behalf of the employee taking leave may give notice.
- B. Actually be returned to work not later than twelve (12) weeks after commencement of the leave.

#### **Section 21.3:**

An employee shall be reinstated to the former job, if the job still exists, even if it has been filled during the employee's leave, unless the employee would have been bumped or displaced if leave had not been taken. If the position has been eliminated, the employee will be placed in an equivalent position.

#### **Section 21.4:**

An employee shall be entitled to use accrued sick leave, vacation, compensatory time or leave without pay in any combination for the period of the Family Medical Leave. Use of compensatory time and vacation are subject to the provisions as outlined in Section 13.2. Any compensatory time taken during a period the employee is eligible for OFLA and/or FMLA will not be counted by the District toward that leave(s). This time will, however, be counted toward Extended Leave which an employee may request under Article 21.

#### **Section 21.5:**

The employee taking Family Medical Leave is entitled to receive health benefits while they are on leave under the same terms and conditions as when s/he were on the same job.

## ARTICLE 22

### DONATION OF LEAVE

#### Section 22.1:

The District will allow employees to donate accumulated vacation and compensatory time to a co-worker, under the following conditions:

- A. The receiving employee provides certification from a health care provider (including estimated time away from work) attesting to a serious health condition that precludes them from performing the essential functions of his/her job.
- B. The receiving employee is non-probationary and has had no disciplinary action taken against the employee, nor is the employee on a corrective plan of action due to abuse of sick leave within the previous twelve (12) months.
- C. The receiving employee has exhausted all his/her leave balances.

#### Section 22.2:

All donations shall be anonymous and truly voluntary. All leave donations shall be posted to the receiving employee's medical leave account and may not exceed the amount required to carry the employee through the elimination period for disability insurance. The employee receiving donations shall take all his/her accruing leaves first.

#### Section 22.3:

All unused hours in the medical leave account will be pro-rated back to the donating employee's vacation leave account.

## ARTICLE 23

### EXTENDED LEAVE WITHOUT PAY

#### Section 23.1:

The office of the General Manager or designee, after receiving written justification, may grant extended leave without pay.

## ARTICLE 24

### MILITARY LEAVE

#### Section 24.1:

An employee requiring a leave of absence for training or service, in the Armed Forces or as a member of the National Guard, shall be provided leave and re-employment rights in accordance with the Uniformed Services Employment and Re-Employment Rights Act and applicable state regulations.

An employee requesting Military Leave must provide notice of his/her obligation or intention to perform service or training, 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.

An employee is entitled to a leave of fifteen (15) consecutive calendar days (October 1 through September 30) of absence due to military leave orders. Military leaves are without pay. Employees may use vacation, personal leave or compensatory time accrued before the commencement of the leave, if eligible to use such benefits. Employees will be eligible to be paid for holidays that they would otherwise be entitled to that occur during the military leave. Employees may use paid leave only for regularly scheduled workdays, during their regularly scheduled workweek during the fifteen (15) day period.

For employees entering military service for extended periods of active duty, leave shall be granted in accordance with the Oregon Revised Statutes and Federal Law, as they now read or may be amended to read in the future.

## **ARTICLE 25**

### **COURT APPEARANCES/JURY DUTY**

#### **Section 25.1:**

An employee shall be granted leave with pay any time they are required to report for jury duty or as a witness in cases in which the employee has no interest. The employee shall reimburse the District all witness fees or pay for jury duty, except mileage expenses, unless the employee receives said compensation while on an authorized leave of absence without pay.

An employee who is required to report for jury duty or as a witness shall be excused, with approval from his/her Supervisor, from appearing for his/her normal shift on that workday if the jury duty or witness responsibilities exceeds four (4) hours for FT employees or three and one-half (3½) hours for RPT employees.

If jury duty or witness responsibilities continue for four (4) hours or less for FT or three and one-half (3½) hours or less for RPT employees on the day shift, the employee shall report for the remainder of his/her workday. An employee on other than day shift shall have the number of hours spent on jury or witness duty deducted from his/her normal shift on that workday and shall report for the balance of his/her work shift as arranged by the Supervisor.

#### **Section 25.2:**

An employee who appears pursuant to subpoena before any court or administrative agency in any matter in which the employee has no personal interest shall be paid the regular pay for the hours of work lost to such appearance. The employee shall pay to the District any fees for such appearance up to the amount of regular pay received. The employee shall retain any expense reimbursement received for such appearance.

## **ARTICLE 26**

### **WORKERS COMPENSATION INSURANCE**

#### **Section 26.1:**

The District will provide workers compensation insurance for all employees in the bargaining unit in conformance with the State Workers Compensation Act.

**Section 26.2:**

Additional compensation by the District shall be granted in an amount equal to the difference between the amount received from the workers compensation carrier and the employee's regular salary for a period not to exceed the employee's accumulated sick leave, vacation, and compensatory time off. The additional compensation referred to above shall be charged against the employee's accumulated sick leave, vacation, or compensatory time off.

**Section 26.3:**

Sick leave and vacation benefits shall accrue during the period compensation is paid.

**Section 26.4:**

All insurance and pension benefits shall be provided for employees per the contract for six (6) months from the beginning of the workers compensation leave regardless of the employee's accumulation of sick leave, vacation leave and/or compensatory time.

**ARTICLE 27**

**TRANSPORTATION AND TRAVEL**

**Section 27.1:**

The District will reimburse employees for transportation expenses incurred in furthering of District business.

**Section 27.2:**

Payment of expense for travel on behalf of the District by employees will be as provided by District policies and procedures. Disputes over payment of expenses shall be directed to the General Manager or designee, for resolution. Such disputes will not be subject to the grievance procedure.

**Section 27.3:**

All employees who use their own vehicle to accomplish their assigned duties shall be reimbursed for mileage at the rate established by the Internal Revenue Service. In addition, employees involved in an accident while conducting assigned District business, will receive reimbursement toward their insurance deductible up to \$500.

**ARTICLE 28**

**PROBATIONARY EMPLOYEES**

**Section 28.1:**

A new employee shall be placed on a six (6) month probationary period in order to demonstrate abilities and fitness for the position to which s/he has been appointed.

**Section 28.2:**

Supervisors should make every effort during this period to fairly evaluate the new employee and help him/her during the period of adjustment to District service.

**Section 28.3:**

During the initial probationary period, the new FT employee:

- A. Does qualify for compensatory time off.
- B. Does qualify for sick leave for each consecutive month worked.
- C. Does qualify for compassionate leave.
- D. Does qualify for medical insurance programs.
- E. Does qualify to participate on the Section 125 Flexible Spending Account Plan.
- F. Does qualify for the EAP.
- G. Does not qualify for any vacation leave; however, s/he does accumulate vacation time, which may be taken after completing the probationary period.
- H. Does not qualify for personal leave. Upon completion of the probationary period, if on or before December 31, the employee shall be granted two (2) personal leave days; if after December 31, the employee shall be granted one (1) day of personal leave.
- I. Does not qualify for dental insurance.
- J. Does not qualify for the District's \$300 contribution to the Section 125 Plan to offset medical expenses.
- K. Does not qualify for retirement benefits.
- L. Does not qualify for life insurance.
- M. Does not qualify for long term disability/long term care.
- N. Does not qualify for Family Medical Leave.

**Section 28.4:**

During the initial probationary period, the new RPT employee:

- A. Does qualify for compensatory time off.
- B. Does qualify for sick leave for each consecutive month worked.
- C. Does qualify for compassionate leave.
- D. Does qualify for medical insurance (as provided for in Section 15.1).
- E. Does qualify to participate on the Section 125 Flexible Spending Account plan.
- F. Does qualify for the EAP.
- G. Does not qualify for vacation leave; however, s/he does accumulate vacation time which may be taken after completing the probationary period.
- H. Does not qualify for personal leave. Upon completion of the probationary period, if on or

before December 31, the employee shall be granted two (2) personal leave days; if after December 31, the employee shall be granted one (1) day of personal leave.

- I. Does not qualify for dental insurance.
- J. Does not qualify for the District's \$300 contribution to the Section 125 Plan to offset medical expenses.
- K. Does not qualify for life insurance.
- L. Does not qualify for Family Medical Leave.

**Section 28.5:**

Within completion of the six (6) month probationary period, the employee will:

- A. Be appointed to FT or RPT status, or
- B. Receive one (1) additional six (6) month probationary period by advance written notice stating the reason(s) therefore; or
- C. Will not be retained as an employee of the District.

**Section 28.6:**

An employee promoted into a position in a higher grade shall serve a promotional probationary period of three (3) months. If the District determines that an employee on promotional probation is unable to perform satisfactorily in the new position, such employee shall have the option of reverting to his/her position or a position of similar status. Promotional probation shall not be subject to the grievance procedure.

## **ARTICLE 29**

### **PERSONNEL FILES**

**Section 29.1:**

Personnel files will be maintained at the Administration Office by the Human Resources Department. An employee's file will contain all materials and documents pertinent to his/her employment with the District. With prior notification to Human Resources, each employee shall have the right to review the contents of his/her own personnel file.

**Section 29.2:**

Access to this file will be limited to the employee, the employee's Supervisors, the General Manager, Assistant General Manager, Director of Business Services, Human Resources Manager, Human Resources Coordinator and one (1) Office Technician assigned to keep the personnel records current.

**Section 29.3:**

Personnel records are subject to the Public Records Law ORS 192.410 to 192.505 and applicable case law. The District shall notify the employee of any request made to gain access under the above referenced statutes. Other than the above, the employee must give written permission to anyone else wishing to access the file.

**Section 29.4:**

An employee may attach a rebuttal to materials in the personnel file or add relevant materials of the employee's choosing.

**Section 29.5:**

Each employee shall read and sign any written material that is placed in his/her personnel file. It will be noted on the material that signing does not necessarily indicate agreement.

**ARTICLE 30**

**EMPLOYMENT EVALUATION**

**Section 30.1:**

At least once a year or earlier, all employees will discuss their employment and performance with the District administration. At this time, the employee's file will be reviewed and any areas of concern by either the employee or the administration may be discussed confidentially. These meetings will be conducted on a scheduled basis annually no later than the employee's anniversary date. However, an employee may request and receive a meeting with District administration at any mutually agreeable time. A copy of the performance evaluation will be provided to the employee.

**Section 30.2:**

Matters of evaluation shall be subject to the grievance procedure. Probationary employees shall not use the grievance procedure for evaluation matters.

**Section 30.3:**

An employee shall receive current job descriptions describing the duties of his/her job once a year on his/her evaluation date, or when job duties are changed.

**Section 30.4:**

An employee whose performance is inadequate will be provided an opportunity for improvement under the following procedure:

- A. A stated written plan of assistance will be provided that (a) identifies the work deficiency, (b) establishes time limits for correcting the deficiency and (c) provides suggestions for improvement. The plan of assistance will be delivered to the employee at a formal conference and shall be signed by both the immediate Supervisor and employee. Refusal to sign the plan within twenty-four (24) hours may be grounds for disciplinary action.
- B. On or before the expiration of the corrective period, the Supervisor, the employee and his/her representative (if s/he so chooses) shall meet (not less than monthly) to discuss the employee's progress or lack thereof toward the expected improvements. The Supervisor will notify the employee of the decision to recommend continued employment or dismissal provided that nothing will preclude a Supervisor, at his/her discretion, from continuing the employee's assisted status, if, in his/her judgment, positive but less than full improvement has been shown. In no case, however, shall a plan of assistance exceed six (6) months.

## ARTICLE 31

### EDUCATIONAL AID

#### **Section 31.1:**

An employee may be reimbursed fifty percent (50%) of the cost of tuition at a State of Oregon college, or the equivalent to fifty percent (50%) of Portland State University's tuition amount if attending a private college, books and fees for a class that demonstrates direct application to the current position or the next logical promotional step.

Any employee may also be reimbursed fifty percent (50%) of the cost of any training program that relates to his/her present District employment or possible promotion to a position in the District service.

#### **Section 31.2:**

In order to qualify for such reimbursement, the employee must:

- A. Submit a written request with justification, in a timely manner, prior to enrollment and receive written approval from the office of the General Manager or designee.
- B. Successfully complete the course of training program and present grade reports, or certificates of satisfactory completion, promptly.

#### **Section 31.3:**

Any employee shall be reimbursed one hundred percent (100%) of the costs of tuition, books and fees for any successfully completed course, or training program prescribed by the District.

#### **Section 31.4:**

Whenever possible, the class should be scheduled outside normal working hours.

#### **Section 31.5:**

Successfully completed means "to receive a passing grade" or certificate of satisfactory completion.

#### **Section 31.6:**

The employee shall be provided with compensatory time when required courses extend working hours over forty (40) hours per workweek excluding travel time.

## ARTICLE 32

### TRAINING AND CONFERENCES

#### **Section 32.1:**

The District shall pay one hundred percent (100%) of the costs of tuition, books and fees for any course, or training program prescribed by the District.

#### **Section 32.2:**

The District shall pay the costs of registration, materials, and any necessary travel costs for conferences, seminars or other technical training prescribed by the District. With prior approval by the General Manager or designee, the District may also pay these costs for conferences or seminars voluntarily attended by the employees.



**Section 32.3:**

An employee shall be provided with compensatory time when class time for required courses or training, or compensable travel time extends total working hours over a forty (40) hour workweek.

Compensable travel time includes time spent traveling during the course of a workday. Except for required courses, time that is spent in travel away from home outside of regular work hours as a passenger on an airplane, train, boat, bus or automobile is not considered compensable travel time.

For required courses, all travel time outside of regular work hours shall be considered compensable travel time. Employees who earn compensable travel time as a result of required training may have their schedule adjusted within that workweek provided they receive a minimum twenty-four (24) hour notice of any schedule changes.

**ARTICLE 33**

**PROMOTIONAL OPPORTUNITIES**

**Section 33.1:**

When a job opening occurs in the District, all openings will be posted in all the operating facilities for a minimum of ten (10) working days before filling. This procedure will provide existing employees an opportunity to apply.

- A. If a qualified applicant, who is an existing employee, files for such a job, s/he will be given preference for an interview over an outside applicant.
- B. The best-qualified applicant interviewed, as determined by the District, will be selected.
- C. Any employee not selected for an interview or who interviews for a vacant position and is not selected, shall upon request within five (5) working days, be entitled to be informed of the reasons. Only a refusal to inform the employee will be grievable under this Section.

**Section 33.2:**

Nothing contained herein shall prevent the District from temporarily filling vacancies pending the recruitment process.

**Section 33.3:**

Notwithstanding Section 33.1, the District may fill a vacant position by transferring an employee who is currently working within the job description to be posted, or at a higher level. All transfers shall be upon agreement of the employee and Supervisors. If the position is to be filled by transfer, notification will be sent to all potentially eligible employees, and they will be provided with a reasonable opportunity to apply. If no transfer applicant is selected, the position will be posted for recruitment.

## ARTICLE 34

### RECLASSIFICATION PROCEDURE

#### **Section 34.1:**

The purpose of the reclassification of a position is to recognize that additional duties and responsibilities of a higher level have been added to the job. This deals not so much with volume - as in more of the same tasks to be done, but in duties which will require additional skills or more independent judgment to be exercised by the incumbent in the position. Greater efficiency by the position incumbent resulting in more work getting done or the completion of a class, certificate or degree by the incumbent would not necessarily be reason to reclassify the job. The determination for reclassification is based on the requirements for the position.

#### **Section 34.2:**

A position incumbent or Supervisor may request a reclassification. The Position Analysis Questionnaire (PAQ) must be completed and signed by both the employee and the Supervisor before consideration for reclassification. Employees and Supervisors should work together to complete the PAQ. The employee and Supervisor must determine what new responsibilities have been added to the job by comparing it with the most recent job description.

- A. The Supervisor(s) will submit the PAQ to the Human Resources Manager.
- B. Within three (3) weeks (calendar days) a review date will be scheduled with the Classification Review Panel.
- C. The incumbent and one (1) representative will be afforded the opportunity to present at the review hearing. Fourteen (14) calendar days advanced notice will be given.
- D. Written materials will be submitted no later than ten (10) calendar days prior to the review hearing.
- E. Any individual presenting information or providing representation for the incumbent making the request shall not be allowed to sit on the Classification Review Panel.

#### **Section 34.3:**

If the position is determined to be of a higher grade, the position will be reclassified using the following guidelines:

#### **Re-Classification as a result of periodic review or other requests:**

Whenever a position is reclassified as a result of a periodic classification review, by employee or department request, the recruitment will be waived and the incumbent placed in the reclassified position if:

- A. The reclassification has resulted from an incremental change in duties; and
- B. The incumbent has been in the position six (6) months or more and satisfactorily completed probation; and
- C. The Supervisor(s) and the Human Resources Department find that the incumbent possesses the minimum qualifications of the higher-level position.

**Position upgrade resulting from a reorganization of a department or unit:**

When a position is upgraded as a result of a departmental reorganization, the Human Resources Department, in consultation with the Supervisor(s), shall determine the appropriate selection procedure.

In determining if the recruitment shall be promotional only the following shall be considered: analysis of job duties and availability of internal applicants. If determined promotional,

- A. An eligible applicant will be an employee currently working within the job description of the position that is to be upgraded, or within the job description(s) between the current and proposed upgrade position.
- B. An employee who is successful in the recruitment process and is appointed to an upgraded position as a result of reorganization shall serve a three (3) month trial period.
- C. An employee who is unsuccessful in completing the required trial period shall be demoted to the previously held position/classification, and his/her salary range and step shall return to the original position held.

In the event that the position has been downgraded, the employee shall be placed in the position without competing for the position. An employee whose position has been downgraded shall be given preference in referral to other positions within the same or equivalent classification as the position held prior to classification downgrading. Employee's wages are temporarily fixed until the wages appropriate to the downgraded position are equivalent to the employee's current wage.

In the event the District chooses to upgrade a position, a copy of the proposed new position description will be provided to the Association for its review and comments.

**Section 34.4:**

The incumbent will receive a written report completed by the Human Resources Department within forty-five (45) calendar days after the PAQ was submitted. The report shall contain the final recommendation, and will include a brief summary of the issues relating to the review. If there are special circumstances that affect completion of a reclassification request within forty-five (45) days, the Human Resources Manager will meet with the employee to discuss the status of the request.

**Section 34.5:**

In the event an employee does not receive a determination within the forty-five (45) day time-line, as provided for in Section 34.4, and the results have determined the employee's position is to be reclassified, the employee's compensation adjustment shall be applied retro-active back to forty-five (45) days after the date the request was first submitted.

**Section 34.6:**

In the case of a negative determination, the employee may appeal to the Classification Review Panel. Upon determination of the Classification Review Panel, a final appeal may be made to the General Manager.

**Section 34.7:**

The Association may request a meeting with the District to confer regarding pay for changes in duties within their job classification, by giving written notice not more than twenty (20) calendar days after receipt of the District's written decision. The meeting between the District and the Association shall take place not more than twenty (20) calendar days after receipt of the Association's written request.

**Section 34.8:**

The Association may, after meeting with the District as outlined in 34.7, demand to bargain over the pay for changes in duties within the classification. The demand to bargain shall be in writing no later than twenty (20) calendar days from the date the Association meets with the District.

**Section 34.9:**

It is understood that this Article cannot be construed in any way as limiting the rights of either party to present such matters during negotiations.

**Section 34.10:**

The parties agree that procedural issues only which arise out of this Article shall be subject to the grievance procedure contained in this Agreement.

**ARTICLE 35**

**LAYOFF AND RECALL**

**Section 35.1:**

**LAY-OFF**

Definitions:

“Length of Service” shall mean an employee’s total length of continuous service since his/her date of original hire under the Agreement, less any months in which a month of service was not complete. Part-time (PT) and seasonal assignments shall not be considered when computing length of service.

“Job Classification” means a specific classification identified by a title and classification description.

A “position” is a FT or RPT budgeted position as defined in Section 1.3 of the Agreement.

“Classification Group” means a listing of job classifications that are functionally related to one another in such a way that duties, responsibilities and qualifications within the classification group permit incumbents to transfer skills and experiences from one class within the classification group to another. The listing of classifications within the classification group are in rank order, with the most difficult and/or demanding jobs listed at the top. (Note: A classification group may consist of a single job classification.)

**Section 35.2:**

**NOTICE OF LAYOFF**

If the District determines the need for a permanent reduction in its contracted work force (excluding temporary reductions), notice of not less than two (2) weeks shall be provided to employees to be laid off.

The District reserves the right to determine positions to be eliminated. When a position is to be eliminated, the layoff will occur within the affected job classification or, if there is more than one (1) equally-ranked job classification in that job classification group, within those equally-ranked classes.

The position to be eliminated, resulting in employee layoff, shall be determined by the District on the basis of the operational needs. However, where there are two (2) or more positions in the affected classification (or equally ranked job classifications in the classification group), an

employee's length of service as determined in Section 35.1 of the Agreement shall apply. Whenever practical, no employees covered by the Agreement shall be laid off within a job classification until all PT and seasonal employees in such job classifications have been terminated.

When the layoff is in a job classification with more than one (1) position, the least senior employee holding one (1) of those positions will be given the notice of layoff and the remaining employees in those positions will be reassigned to cover the remaining jobs. However, a less senior employee may be retained, and the next senior employee laid off instead, if the less senior employee has unique skills or abilities which are necessary for a remaining position and which cannot be learned, or qualified to perform, by more senior employees in the classification, within fourteen (14) calendar days.

**Section 35.3:  
BUMPING RIGHTS**

An employee who is given the initial notice of layoff under Section 35.2 can either accept the layoff or can use his or her seniority to exercise bumping rights. A request to bump must be made within five (5) days of receipt of the layoff notice. The bumping right can be exercised to assume the position of the least senior employee who holds a position in the next lower classification in the classification group, as long as the bumping employee has greater seniority than that other employee.

An employee who is displaced by being bumped under the preceding paragraph may also use his/her seniority in the same manner to bump into the next lower classification in the classification group. If there is no less senior employee in the next classification, then they may bump to the least senior employee in the next lower classification in descending order within the classification group.

Employees who are to be laid off may not bump employees with less seniority in higher-ranking job titles within the classification group. However, an employee who has service under the Agreement in another classification group with the District may exercise bumping rights within that classification group.

In order to bump, the employee must have the ability, capacity and skill to perform the job and must demonstrate ability to perform all job functions within fourteen (14) calendar days from the date s/he assumes the job duties. If, after a trial period of fourteen (14) calendar days, the employee cannot perform the duties of the lower classification in a satisfactory manner, the employee may, at the discretion of the District, either be given additional time for training and job mastery or be laid off. If s/he is laid off, the District will fill the position either by recall of an employee who was laid off from a higher classification within the classification group or by recalling the employee who was bumped out of that position.

**Section 35.4:  
REDUCTION IN HOURS**

If a position is reduced from FT to RPT, the least senior qualified person in the classification group will receive the reduction. However, a more senior person may accept the reduction if they choose to do so.

**Section 35.5:  
RECALL**

Employees laid off shall be placed on a recall list in order of seniority, as defined in Section 35.1 of the Agreement and may be recalled to any position in which they have had service under the Agreement. Placement on the recall list shall automatically terminate twenty-four (24) months after the effective day of going on the recall list. No new employee will be hired into a job title

from which qualified employees have been laid off for less than twenty-four (24) months.

If an employee on the recall list is recalled by the District, the employee has fourteen (14) calendar days from the receipt of the certified letter, to the last known address, to accept or reject the position. If the position is accepted, the employee has fourteen (14) calendar days to report. If the employee rejects the offer or fails to report within fourteen (14) calendar days, it will be considered voluntary termination.

If an employee on the recall list is offered a position that provides ten percent (10%) or greater reduction in hourly rate or a reduction in benefits that they were receiving at the time of layoff, s/he will not forfeit his/her right to a recall by refusing the position.

If an employee on the recall list has accepted a lesser position, s/he has the right to return to the original position, subject to the seniority over employees still on the recall list, should it become available within twenty-four (24) months of lay off.

An employee rehired off of the recall list shall have his/her accrued sick leave hours, as of the date s/he was placed on the recall list, reinstated. An employee rehired off the recall list shall also have his/her vacation accrual rate reinstated at the rate in effect when s/he was placed on the recall list.

## **ARTICLE 36**

### **OUTSIDE EMPLOYMENT**

#### **Section 36.1:**

In that the occasional necessity or desire for additional income may arise, employees of the District will be allowed to hold outside employment. However, any outside job or position must:

- A. In no way detract from the efficiency of the employee while performing his/her District work.
- B. In no way discredit the District.
- C. Not take preference over extra duty that may be required by District employment.
- D. In no way constitute a conflicting interest with employment in the District.
- E. In no way be used in conjunction with District employment to produce direct economic gain to the individual employee.

## **ARTICLE 37**

### **POLITICAL ACTIVITY**

#### **Section 37.1:**

Political activity by employees is not prohibited; so long as it is carried on during the employee's off duty hours and is not detrimental to his/her performance with the District.

## ARTICLE 38

### DRUG & ALCOHOL ABUSE POLICY

#### Section 38.1:

The District has a responsibility to employees, participants and the general public to ensure and enhance safe working conditions.

To fulfill this obligation and to ensure and comply with Federal and State anti-drug abuse laws, the District must establish a work environment where employees are free from the effects of drugs and alcohol by means of drug awareness education as well as a drug testing program.

The purpose of this program is to establish a fair and equitable policy for all District employees regarding the possession, sale, distribution or use of a controlled substance and the testing for use of drugs or alcohol in the workplace. Although drug and alcohol abuse will not be tolerated, it is also the intent of the District to provide assistance should an employee come under the influence.

#### Drug Awareness Education

The District will provide employees training in drug awareness. This would include the effects, recognition and types of behavior associated with drug and alcohol use and how to approach or address the problem with a fellow employee and what types of treatment are available.

#### Section 38.2:

#### TESTING

##### A. Pre-hire Testing

All job announcements and advertisements for positions will state, "THPRD is a drug free workplace." All employment applications will contain a statement that the District is a drug free workplace and a pre-hire drug test will be required for all FT and RPT employees. If an applicant tests positive or refuses the test, they will not be offered employment.

##### B. Random Testing

All District FT and RPT employees will be included in the selection for a drug test. Selection will be done entirely at random, at unpredictable times within each quarter. Since testing will be done entirely by random selection, an employee could be tested more than once during the year.

##### C. Vehicle Accident/Incident Testing

A District driver operating a vehicle while conducting District business, if involved in a reportable accident or incident, will be tested if one (1) or more of the following occur:

1. A citation for a moving violation;
2. The accident results in any injury beyond first-aid;
3. The accumulative damage (includes property and other vehicle damage involved) is \$1,000 or more;
4. There is a reasonable cause to believe that the driver has been operating the vehicle while under the influence.

D. Reasonable Cause Testing

The District may implement fact finding for reasonable cause testing based on objective and specific facts sufficient to lead a reasonable person to suspect an employee has consumed or is under the influence of drugs or alcohol. Such facts or circumstances must be able to be articulated to the employee.

The Supervisor shall request the Human Resources Manager or another Supervisor to verify and assist in the documentation of the fact finding. In the event District management personnel has reasonable cause to believe the employee is under the influence of drugs or alcohol and the employee's ability to perform the functions of the job may be impaired or the employee's ability to perform his/her job safely may be reduced, reasonable cause testing will be administered per the following:

1. The Supervisor shall discuss the fact finding with him/her individually and confidentially. The employee has the right to request union representation. In the event a representative is not available, the test will not be delayed.
2. The employee will be reminded of the District policy and procedures concerning drug and alcohol use.
3. The employee shall submit to the testing procedures.

In the event a drug or alcohol test is required (except random testing), the employee will be transported by the Supervisor or the Human Resources Manager, immediately, for testing.

The employee will be on sick leave until test results are reviewed. If results prove negative, the employee will be compensated for sick leave used.

**Section 38.3:**

**TESTING PROCEDURES**

- A. If an employee voluntarily acknowledges that drugs or alcohol are a problem in his/her life, s/he is under the influence or suffering from the effects of drug or alcohol use, the employee shall be immediately referred to the District's EAP for assessment and referral to an appropriate treatment program.
- B. If the employee denies that s/he is under the influence of drugs or alcohol, the Supervisor(s) shall notify the employee that a drug/alcohol test is required to confirm the employee's denial and that it shall be performed immediately. The employee shall then be asked to sign the District's consent form.

Once an employee signs the consent form, the Supervisor or Human Resources Manager will then transport the employee to the appropriate medical facility for testing. Once the appropriate medical forms are filled out, the employee will provide a sample to be tested.

- C. Should the employee refuse to consent to a drug/alcohol test, the Supervisor shall inform the employee of the following:
  1. Failure to submit to testing will be treated as if the employee had tested positive and the positive test result procedures will be enforced, and
  2. A suspension, without pay, for five (5) workdays will be issued.



Any subsequent refusals by the employee to submit to a test shall constitute cause for dismissal.

**Section 38.4:**  
**COLLECTION & TESTING**

Providence Occupational Health, or other state approved laboratories, will establish the collection procedures. All specimens will be collected and forwarded to a National Institute of Drug Abuse (NIDA) certified laboratory and be tested in accordance of the NIDA and Federal standards and the levels as established by both.

A. Tampering with a Sample

If an employee should tamper with a collected sample, the sample will be treated as a positive sample and the employee will be subject to a separate disciplinary action for just cause under Article 38 and may result in termination.

B. Positive Test Result

In accordance with the Federal and State anti-drug abuse laws all positive test results will be reviewed by a Medical Review Officer (MRO). The MRO will receive test results from the laboratory and will contact both the District and the employee to review test results.

1. Upon a positive test result, the employee will be provided the opportunity to enter into a Last Chance Agreement for a period of two (2) years which will include a mandatory referral to the District's EAP for evaluation and recommendations of an appropriate treatment program.
2. Failure to follow treatment recommendations and to allow the Human Resources Manager to communicate about the recommendations and compliance with the appropriate professionals can lead to disciplinary action including termination.
3. If a report is made and, in the opinion of the treatment professional, the person can safely return work, the employee may do so. If, however, the professional believes that such a return to work is detrimental to the employee or the Park District person, property or other, then such a recommendation will be forwarded to the Human Resources Manager to determine whether termination or suspension from work, until the professional is satisfied, is appropriate.
4. The cost of the treatment program, if any, will be paid by the employee or medical insurance provider (if covered, to the extent of coverage).
5. Failure to execute the Last Chance Agreement shall result in immediate termination.
6. An employee enrolled in a drug treatment program under the EAP will be subject to unannounced drug tests up to two (2) years beyond the completion of treatment.

From the time an employee has a positive test result or otherwise is discovered to have a problem, the employee will be considered to be on sick leave until the employee can provide the District with a release from the EAP counselor or any appropriate treatment program. If the employee has no sick leave, vacation and compensatory time will be used. If the employee has no compensatory time, sick or vacation leave available, the employee will not be compensated for the time off.

Failure to report a relapse to the appropriate treatment professional may result in termination.

**Section 38.5:**

**SELF RECOGNIZED SUBSTANCE ABUSE**

An employee is encouraged to request voluntary assistance with drug use and/or alcohol abuse problem(s), on a confidential basis, through the EAP or other local health agency.

- A. If in the opinion of a qualified drug/alcohol counselor the employee requires rehabilitation services or treatment, the employee will have the option to enroll.
- B. An employee with a self recognized substance problem that voluntarily requests assistance will not be subject to disciplinary action. However, a request for assistance will not be used to exempt an employee from job performance requirements.
- C. Any employee who complies with the above requirements prior to violation of this policy shall immediately be granted leave in order to undergo treatment. Should the employee not have sufficient compensatory time, sick or vacation leave, leave without pay may be granted.

**Section 38.6:**

**MEDICALLY AUTHORIZED DRUGS**

It is the employee's responsibility to determine from the physician whether or not any medication would impair performance. An employee utilizing prescribed and/or over the counter medication(s) that could adversely affect job safety or performance should immediately report that fact to his/her Supervisor. With the employee's written consent, a consultation with the attending physician, concerning the effects a substance may have on an employee, may be appropriate. Any failure to report the use of such medication or failure to provide proper evidence of medical authorization will result in disciplinary action.

**Section 38.7:**

**ADMINISTRATION OF THE PROGRAM**

The Human Resources Manager, Assistant General Manager and Director of Business Services will be responsible for managing and monitoring the program.

**Section 38.8:**

**CONFIDENTIALITY**

The District will use every effort consistent with the circumstances to conduct the testing procedures in a manner that will preserve the employee's privacy and dignity. These efforts shall include the restriction of information pertaining to testing or the results of testing to those Managers or Supervisors who need to have access to such information in order to make and implement personnel decisions involving the employee. Only reasonable information will be shared and the employee shall be party to all communication regarding shared information.

**Section 38.9:**

**UNLAWFUL ACTIONS**

Any employee convicted or indicted of a violation of any criminal drug statute or has been issued a citation for operating a vehicle while under the influence of intoxicants must inform his/her Supervisor or the Human Resources Manager within the employee's next working day. Failure to do so will result in disciplinary action.

## ARTICLE 39

### DISCIPLINARY ACTION

#### **Section 39.1:**

It is expected that employees will use good judgment in their actions and not cause discredit to the District, themselves, or other employees; however, the objective when disciplinary action is called for, shall be to correct the situation rather than to inflict treatment that is punitive in nature.

#### **Section 39.2:**

Disciplinary action may include but is not limited to warning, reprimand, suspension (without pay), demotion, or discharge. While discipline will normally be progressive, management has the right to apply the appropriate level of discipline. No employee shall be disciplined without just cause.

#### **Section 39.3:**

A disciplinary action shall be removed from the employee's personnel file if it is determined that it was based on erroneous facts or circumstances.

#### **Section 39.4:**

Any disciplinary action shall be addressed through a subsequent performance evaluation process, which shall note improvement or lack of improvement toward satisfactorily correcting the situation. An employee may initiate the subsequent evaluation process, after a reasonable time, by generating a self-evaluation addressing the issue relative to the disciplinary action.

#### **Section 39.5:**

The employee who has been placed on suspension will be notified within ten (10) working days as to the number of days his/her suspension shall run.

#### **Section 39.6:**

No suspension or discharge will be allowed unless approved by the office of the General Manager or designee.

## ARTICLE 40

### GRIEVANCE PROCEDURE

#### **Section 40.1:**

In the event an employee or the Association has a grievance arising out of the contract or work condition, the following procedures shall be followed:

##### **Step 1:**

The employee, with or without an Association representative, shall first discuss the grievance with his/her immediate Supervisor within fifteen (15) working days from the date the employee knows or should have known of the alleged violation. If the grievance is not resolved and the employee wishes to proceed further with the grievance, the employee shall within ten (10) working days file the grievance in writing to the immediate Supervisor on the grievance form furnished by the District, and set forth the facts, Section(s) of the Agreement involved and remedies sought. The employee's immediate Supervisor shall then attempt to adjust the matter and respond in writing to the grievance within ten (10) working days from receipt of the written grievance.

**Step 2:**

If the grievance has not been settled, it may be presented by the employee, with or without an Association representative, to the Division Head within ten (10) working days after the response from the immediate Supervisor is received (physically received or postmark date). The Division Head shall respond in writing to the grievance within ten (10) working days of receipt of the grievance.

**Step 3:**

If the grievance has not been settled, it may be presented in writing by the employee, with or without an Association representative, to the General Manager or designee, within ten (10) working days after the response of the Division Head is received (physically received or postmark date). The General Manager or designee, shall respond in writing to the grievance within ten (10) working days after the receipt of the grievance.

**Step 4:**

If the grievance has not been settled, the Association may, within ten (10) working days after the reply of the General Manager or designee is received (physically received or postmark date), serve notice of its intention to arbitrate the grievance. Such notice shall be in writing and delivered to the General Manager or designee.

**Section 40.2:**

After either party has indicated its desire to take a grievance to arbitration, it shall jointly request of the Employment Relations Board a list of names of seven (7) arbitrators. The parties shall select an arbitrator from the list by such method as they may jointly elect or, if they are unable to agree on such method, then by lot and proceed alternately to strike names until the final name is left on the list that shall then be the arbitrator. Nothing in this Section shall prohibit the parties from agreeing upon a permanent arbitrator or permanent list. The arbitrator's decision shall be final and binding, but s/he shall have no power to alter, modify, add to or detract from the terms of the Agreement, and shall have no power to make an award which is retroactive for a period in excess of ninety (90) calendar days prior to the date the grievance was filed under Step 1 of the procedure contained in this Article.

**Section 40.3:**

The arbitrator's fee and expenses shall be divided equally between the parties. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

**Section 40.4:**

The Association may file at Step 2 any grievance involving a claim or dispute which affects two (2) or more employees.

**Section 40.5:**

Representatives selected by the Association to act as "Association Representatives" shall be certified in writing to the District by the Association.

**Section 40.6:**

The time limits specified in this Section may be waived by mutual consent.

## **ARTICLE 41**

### **SAVINGS CLAUSE**

**Section 41.1:**

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of said court shall apply only to the specified Article, Section or portion thereof directly specified in said decision.

**ARTICLE 42**

**DURATION AND TERMINATION**

**Section 42.1:**

This Agreement shall be effective July 1, 20~~07~~10, and continue in full force and be effective until June 30, 20~~10~~13.

**Section 42.2:**

The Association shall notify the District in writing no later than December 1, 20~~09~~12, of its intention to negotiate a successor Agreement. Negotiations are to begin within thirty (30) days of that notification.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20~~07~~10.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
THPRD Association Negotiation Team Member

\_\_\_\_\_  
THPRD Association Negotiation Team Member

\_\_\_\_\_  
THPRD Association Negotiation Team Member

\_\_\_\_\_  
THPRD Association Negotiation Team Member

\_\_\_\_\_  
THPRD Association Negotiation Team Member

**Tentative Agreement**

**MEMORANDUM OF UNDERSTANDING**

BETWEEN

TUALATIN HILLS PARK AND RECREATION DISTRICT

AND

TUALATIN HILLS PARK AND RECREATION DISTRICT  
EMPLOYEES ASSOCIATION CHAPTER #400

- A. Employees who are Step I as of June 30, 2010, shall receive a one-time payment of 0.55% (0.0055) of their annual salary.
- B. Payment shall be made as soon as possible after the effective day of the 2010-2013 contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

FOR THE ASSOCIATION:

FOR THE DISTRICT:

\_\_\_\_\_

\_\_\_\_\_

**Tentative Agreement**

**MEMORANDUM OF UNDERSTANDING**

BETWEEN

TUALATIN HILLS PARK AND RECREATION DISTRICT

AND

TUALATIN HILLS PARK AND RECREATION DISTRICT  
EMPLOYEES ASSOCIATION CHAPTER #400

The parties have agreed to the basic provisions of the Tier II pension plan (attached) and to the formation of a pension committee. The pension committee will be responsible for reviewing a variety of information related to final development of the Tier II pension plan, making recommendations to District management, and ensuring successful implementation.

The Committee membership shall be equally comprised of half (½) Association Members and half (½) District Management.

This memorandum of understanding shall remain in effect until the Tier II pension plan is full implemented.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

\_\_\_\_\_  
President

\_\_\_\_\_  
President

FOR THE ASSOCIATION:

FOR THE DISTRICT:

\_\_\_\_\_

\_\_\_\_\_





[7C]

## MEMO

**DATE:** March 2, 2010  
**TO:** Doug Menke, General Manager  
**FROM:** Jim McElhinny, Director of Park & Recreational Services  
**RE:** Sustainability Program

### Summary

The District's Sustainability Program has made slow, but steady improvements since inception. Several large projects identified in the Energy Savings Performance Contract will help the District save resources and money in the long term. A number of smaller projects such as the recycling program, Eco-Biz automotive shop certification, and the no-mow program produce day-to-day substantiality results. Staff and patrons will be further involved in sustainability through upcoming Month of Green activities.

### Background

In 2005, the Park District started the Sustainable Practices Program which targeted "low-hanging fruit" and produced notable results including a District-wide recycling program for paper, plastic, metal, and cardboard. In 2008, the program grew from a few individual practices to a more holistic approach which recognized the need to reflect sustainability across the three dimensions of environmental, economic, and community needs. The program is guided by a three-member steering committee consisting of management level staff who work closely with a sustainability council of nine members who represent levels of staff ranging from Superintendents to Office Techs.

The Sustainability Program's key principles call on staff to do the following:

- Use resources and materials wisely.
- Respect and conserve natural systems.
- Educate our patrons and ourselves.

In 2009, the District joined other agencies in Washington County including Tualatin Valley Fire & Rescue, City of Beaverton, and Tualatin Valley Water District in forming Partners for a Sustainable Washington County Community (PSWCC). The consortium hired a full-time coordinator who performs services for members, offers trainings, and promotes communication and partnerships between partners.

### Recent Activities

Staff have been involved in many different activities, some quite large, others much smaller. Below is a sampling of sustainable activities staff have pursued:

- The *Energy Savings Performance Contract* used a contractor to do an energy audit of our facilities to determine which capital projects would produce high financial and sustainability returns on investment. As a result of the project, we will replace lights, HVAC units, and water heaters with more efficient models, saving fuel and dollars. The cost of these improvements will be funded through utility cost savings.
- An *internal audit of activities* and a staff survey determined sustainable activities the District could pursue. Select results will be implemented next year and are described in the section below.
- The *Sustainability Costing Model* is a spreadsheet that was developed to help staff decide on the most sustainable product purchases. It is geared toward bulk or large items such as vehicles.
- Staff made a *presentation* at a recent PSWCC training titled, the Business Case for Sustainability.
- The first *in-park recycling program* THPRD has ever tried took place in 2009. Lessons learned will help guide further recycling can installations.
- *Solar panels* at Cooper Mountain Nature House generated enough power during the summer that the District received a credit from Portland General Electric.

### **Plans for Next Year**

Staff chose activities that show a high return on investment and involvement to pursue over the next year. Each major department will be involved in the program:

- *Information Services* staff will phase in the use of central printers instead of individual desktop printers as feasible. This will reduce operating costs and materials. They will also program select computers to go into sleep mode when unused to save electricity.
- *Maintenance* staff will focus on a trip reduction program that aims to reduce the number of miles District vehicles are driven, while providing a higher level of service in parks. Staff will also pursue an Eco-Biz Landscape certification.
- *Natural Resources* staff will work with other departments to run an educational and promotional event called Month of Green. The event will tout THPRD's sustainability accomplishments while connecting patrons to sustainable practices they can do that benefit parks and the environment.
- *Business Services* staff will create green purchasing practices for commonly used items and train more staff on the sustainability costing model.
- *Building Operations* staff will implement select recommendations of the Energy Savings Performance Contract and will pursue increased recycled content in custodial paper products.
- *Planning* staff will develop sustainable materials standard specifications for upcoming projects including bond projects.
- *Park Maintenance* staff will work with Natural Resources to complete phase 2 of a pilot recycling in parks project.
- *Program and Other Staff:* A Sustainability Innovation Program will offer a pool of funds for staff to pursue smaller sustainability projects within their specific work areas.

### **Action Requested**

This is an informational presentation. No action is requested.



[7D]

## MEMO

**DATE:** February 26, 2010  
**TO:** The Board of Directors  
**FROM:** Doug Menke, General Manager

**RE:** General Manager's Report for March 8, 2010

### **Tualatin Hills Park Foundation Update**

THPRD and the Tualatin Hills Park Foundation have collaborated on a new strategy designed to increase fundraising for both organizations.

Bob Schulz has been hired on a consulting basis as a Development Director to solicit donor funds during the next year. Schulz retired in 2009 from Portland Parks & Recreation, where he amassed a long-term track record of success in securing major grants/sponsorships. In his new role, he will focus exclusively on fundraising for the Park District and Park Foundation.

Lynda Myers, supervisor of the Jenkins Estate, will take on the added role of executive director of the Park Foundation. Her primary responsibilities will be to manage day-to-day operations of the foundation, leaving fundraising to Schulz. She will continue to oversee the Jenkins Estate.

Bob and Lynda assumed their new responsibilities March 1.

### **District Compiled Policies Update**

In order to enable the work of the Development Director mentioned above, staff will be working on proposed adjustments to the District Compiled Policies as well as new District Operational Rules. Policy areas to be developed include gifts and memorials, sponsorship and naming, as well as commemorative benches. The proposed changes to the District Compiled Policies will be presented to the Board of Directors for consideration of adoption at a future Board meeting.

### **Beaverton's State of the City**

Beaverton Mayor Denny Doyle invited me to participate in the mayor's "State of the City" address at the Beaverton City Library Auditorium on February 23. I gave brief remarks about THPRD's bond measure implementation and successful partnership with the city. The event was attended by about 150 community leaders and citizens and was broadcast live on community TV channels.

### **Board of Directors Meeting Schedule**

Please note the following Board of Directors meeting schedule:

- April Regular Board Meeting – Monday, April 5, 2010

- Budget Committee Work Session – Monday, April 19, 2010
- May Regular Board Meeting – Monday, May 3, 2010
- Budget Committee Meeting – Monday, May 17, 2010



[8A]

## MEMO

**DATE:** March 2, 2010  
**TO:** Doug Menke, General Manager  
**FROM:** Jim McElhinny, Director of Parks & Recreational Services

**RE:** Natural Resources Update

Bruce Barbarasch, Superintendent of Natural Resources and Trails Management, will be at the March 8, 2010 Board of Directors meeting to make a presentation about the current and future projects of the Natural Resources Department. The Department's mission is to connect people to nature through trails, environmental education, and stewardship. Highlights from Cooper Mountain Nature Park, bond projects, the Nature Mobile, and the Trails Management Program will be shared.



## Management Report to the Board March 8, 2010

### Administration

*Hal Bergsma, Director of Planning*

*Jessica Collins, Executive Assistant*

*Keith Hobson, Director of Business & Facilities*

*Jim McElhinny, Director of Park & Recreational Services*

*Bob Wayt, Director of Communications & Development*

1. THPRD's Summer 2010 Activities Guide and Summer Camp Guide have gone to the printer and will be mailed to more than 100,000 households within district boundaries in late March. Summer registration begins April 17. The activities guide and camp guide will be available online ([www.thprd.org](http://www.thprd.org)) in mid-March, and the camp guide will also be distributed through the Beaverton School District.
2. As part of ongoing communications of bond measure implementation, the Park District mailed an informational postcard to all households within one mile of Murrayhill Park, where a play equipment replacement was recently completed. The 5½ x 8½ postcard, which was bright yellow to attract attention, included key information about the project and featured a photo of children using the new play equipment. THPRD plans to send similar postcards to site neighbors as bond projects are completed.
3. In another example of the Park District's continuing partnership with the City of Beaverton, THPRD will host an information table at the city's "Pooches on the Green" event on Saturday, March 20, from 11:00 a.m. to 3:00 p.m. The second annual gathering – billed as "a St. Paw-trick's Day celebration for dogs and their friends" – will be held at City Park, 5<sup>th</sup> Street and Hall Boulevard, near the city library. The THPRD table will include information about Garden Home's annual summer "Bow Wow Bash," the district's dog park at Hazeldale, and doggy coloring sheets for children.

### Aquatics

*Sharon Hoffmeister, Superintendent of Aquatic Program Services*

1. The Family Dressing Rooms (bond measure project) are complete at Aloha Swim Center. These will make a nice addition for families and guests with special needs requiring assistance.
2. The Aquatic Center will be hosting Aquatic School during Spring Break week. They will be offering a Lifeguard Training course as well as a Water Safety Instructor course. This is a great opportunity for those looking for training in order to apply for summer employment.

3. With the end of the High School swimming season, afternoon swim lessons resume at Aloha, Beaverton and Sunset Swim Centers.
4. Beaverton Swim Center will be closed March 15-28, for capital projects including re-tiling the shower rooms and replacing the lights in the lobby and dressing rooms.

#### **Maintenance**

*Dave Chrisman, Superintendent of Maintenance Operations*

1. With the onset of spring like conditions, selected mowing is now underway. Parks and fields that are not too wet will be mowed. Our mowing equipment has completed our winter service program and is available. Staff evaluates use and visibility, and the condition of the turf before deciding to proceed. If the spring weather continues, it is important to mow so that the tall grass does not become a greater burden later.
2. Plans are now in review with Washington County for the paving of the parking lot at Aloha Swim Center using a pervious material. We are hopeful that construction for this project will occur this summer. In addition to improving the existing surface, the pervious material will allow for improved drainage in the area and increase parking capacity by eight stalls. This project is funded in the District's Bond Program.
3. The Maintenance Operations Department will be hosting the 2010 International Northwest Parks & Recreation Association Conference in September. Parks and facility operations staff and administrators from Oregon, Washington and Canada attend the annual conference. The theme for the conference will be "Bonding for Success" and in addition to featuring our recent bond, will provide educational sessions and opportunities for several site visits. The two-day conference will be held September 16-17. Staff are now developing the conference educational sessions and processing the many other conference host responsibilities. Approximately 80 delegates are expected to attend.

#### **Natural Resources & Trails Management**

*Bruce Barbarasch, Superintendent of Natural Resources & Trails Management*

1. Wildflower Partnership. Staff began a demonstration project with the U.S. Fish and Wildlife Service featuring an endangered wildflower called Nelson's checkermallow. The goal of the project is to increase diversity and expose visitors to this rare plant at Camille Park, Tualatin Hills Nature Park Garden, and Greenway Park.
2. Planting at Murrayhill. Contractors planted about 20,000 native shrubs over seven acres. This completes the first major phase of enhancement for the Murrayhill Bond Project.
3. Month of Green. Staff continue to plan activities for our new sustainability event called Month of Green. Community events titled "Nature Days in the Park" are planned for Vista Brook, Morgan's Run, and Hart Meadows in April.

4. Nature Mobile. The Nature Mobile was at Fir Grove and Autumn Ridge Parks on President's Day and received a lot of media coverage (Beaverton Valley Times, KGW, and KATU). Kids and families had a great time.
5. Volunteer Report. Two hundred ninety volunteers worked in six different parks in January, including PCC Rock Creek, Foothills, Summercrest, Matrix Hill, Murrayhill, and Tualatin Hills Nature Parks. They removed approximately 42 cubic yards of weeds and installed hundreds of plants. Together our volunteers contributed approximately 790 hours of time, valued at approximately \$14,200.

### **Planning & Development**

*Steve Gulgren, Superintendent of Planning & Development*

1. 2008 Bond Measure Update: Planning & Development staff has continued to move forward on several projects from the next phase of the Master Schedule. Three Requests for Quotes (RFQs) were received for the Camille Park project. Staff is currently reviewing the RFQs to determine the best consultant proposal. Camille Park already has an approved Master Plan from 2007. Staff has prepared RFQs for the renovation/redevelopment of Pioneer Park and Vista Brook Park. The RFQ for Pioneer Park was released during the week of February 22 and Vista Brook's RFQ was released shortly thereafter.
2. Winkelman Park Master Plan: WHPacific has completed the site analysis/field work and has shared the information with the Internal Design Team (IDT) as well as the Public Task Force (PTF). Proposed program elements for the site have also been discussed with the IDT and the PTF. Staff will forward the proposed program elements onto the Management Team for review, input and concurrence. WHPacific will begin preparing two master plan options that will be presented at the first neighborhood meeting/open house in early April.

### **Programs & Special Activities**

*Lisa Novak, Superintendent of Programs & Special Activities*

1. John Marty Park Community Garden and Cedar Hills Community Garden are full for the 2010 growing season. Harman Community Garden will have several plots available. The Superintendent of Programs & Special Activities is working with Park Maintenance to restore Eichler Park Community Garden for the 2010 growing season, and also develop a new Community Garden at Ridgewood Park.
2. The Leader In Training Experience Program recruitment for the summer camp volunteer program (14-17-year olds) is active at schools, centers, and community partners. One hundred positions are available. The recruitment and interview process will continue through April.
3. The Stuhr Center's annual St. Paddy's Day Party will be held on March 17 and will include traditional Irish entertainment and food.
4. The high school tennis season began January 22. Tennis staff have been working with their counterparts in Park Maintenance to clean the outdoor courts that will be



used by the high schools. The courts are Sunset (4), Westview (8), Highland Park (4), and Camille Park (4).

5. The historic cottonwood tree in front of the Fanno Farmhouse has been successfully pruned and stabilized. The tree has long outlived its predicted lifespan, but with the great care taken by THPRD arborists, we hope to keep it for at least another 10 years. This tree is the oldest cottonwood in Washington County.

### **Recreation**

*Eric Owens, Superintendent of Recreation*

1. West Portland Boxing Team hosted the Fred Enslow Memorial Boxing Tournament at Garden Recreation Center on Saturday and Sunday, February 27 and 28.
2. Community Schools have undergone a dramatic increase in participation. During Winter 2009, there were 91 people enrolled while in Winter 2010 there are 242 people enrolled.
3. The Rec Mobile will return to the same four apartment complexes during spring break as it visited during winter break (Merlo Station, Fir Crest Manor, Spencer House and Willow Springs). It will be at each apartment complex from 10:00 a.m.- 2:00 p.m.
4. Four fitness instructors went through, completed and passed the Les Mills Bodypump certification the weekend of February 12, 13 and 14. The program was an intensive 25-hour course with emphasis on technique, customer service and professionalism when leading a group fitness program. Staff is anxiously awaiting the launch of this program. The classes will begin Spring Term at Cedar Hills and Garden Home Recreation Centers and with hopes to target men and younger patrons with this program.
5. Conestoga Recreation & Aquatic Center recently completed their Heartfelt Family Fun Night. Families were able to come and make valentines, play in the gym, eat snacks and swim. It was a great evening with over 250 people in attendance.

### **Security Operations**

*Mike Janin, Superintendent of Security Operations*

1. In an effort to increase our ability to observe our hallways during business hours, Security Operations met with five security companies in November 2009 to receive quotes on a 4-5 camera video observation system. Our plan was to submit a request for partial funding to SDAO and their Security Matching Grant program. The owner of one of the company's bidding, Brian Cook, happened to be a member of the last graduating class of Garden Home School. He asked to donate half of the camera project at that facility. Mr. Cook is also a strong supporter of THPRD. After review of the project and request through the GHRC Advisory Committee who funded the remaining balance, we are happy to report that GHRC has a 4-camera video system that is monitored by the front desk receptionist during business hours. We are waiting for SDAO to reply regarding a similar project at Cedar Hills Recreation Center.

2. The Superintendent of Security Operations was asked to present at this year's annual SDAO conference in Seaside, Oregon on February 6. A well-attended seminar was conducted regarding THPRD's Emergency Response Plan and the importance of training, prevention, preparation and response in dealing with emergencies in the work place.

**Business Services**

*Cathy Brucker, Finance Manager*

*Nancy Hartman-Noye, Human Resources Manager*

*Mark Hokkanen, Risk and Contract Manager*

*Ann Mackiernan, Operations Analysis Manager*

*Phil Young, Information Services Manager*

1. The District received an allocation of Recovery Zone Economic Development Bonds (RZEDB) in the amount of \$3.1 million from Washington County. RZEDB financing is federally subsidized as part of the economic stimulus package. This allocation, which is designated for the purchase of a new maintenance facility, will allow the District to borrow funds at a lower interest rate than traditional tax-exempt financing.
2. Risk Management staff is in the process of reviewing and updating the Park District's Workers Compensation Insurance Schedule with help from Beecher Carlson (Insurance Agent of Record), for the upcoming renewal period beginning July 2010.
3. The spring training calendar has been set. This season's training series will focus on supervisory essentials and is open to all full-time and regular part-time employees interested in enhancing their skills to apply toward future promotional opportunities. Three sessions have been scheduled March through June, areas of concentration will include understanding the role of the supervisor and effective communication.
4. The Operations Analyst is currently reviewing the fee calculations for all of the summer 2010 classes as listed in the Activities Guide.
5. "April is Earthquake and Tsunami Awareness Month." In coordination with Security Operations and programs offered by the Governor's Office and Oregon Emergency Management, the Park District is preparing to conduct its annual earthquake drill. Departments will participate by practicing the Drop, Cover and Hold technique, while others will include the general public in educational sessions and practice evacuation scenarios.

Calendar of Upcoming Meetings & Events

<b>March</b>						
<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>7</b>	<b>8</b> BOARD MEETING	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b> Little Leprechauns @ Garden Home	<b>13</b> Princess Tea @ Jenkins Estate
<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b> St. Patrick's Day Party @ Stuhr Center	<b>18</b>	<b>19</b>	<b>20</b>
<b>21</b>	<b>22</b> SPRING BREAK	<b>23</b> SPRING BREAK Cooper Mountain Nature Park Open House	<b>24</b> SPRING BREAK	<b>25</b> SPRING BREAK	<b>26</b> SPRING BREAK	<b>27</b>
<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>			
						<b>2010</b>

# April

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
				<b>1</b>	<b>2</b> Conestoga Underwater Egg Hunt Bunny Bash @ Garden Home	<b>3</b> Cedar Hills Spring Egg Hunt
<b>4</b>	<b>5</b> BOARD MEETING	<b>6</b>	<b>7</b> Newcomers Welcome @ Stuhr Center	<b>8</b>	<b>9</b>	<b>10</b> Green Garden Fair @ Nature Park
<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b> Blaze @ Athletic Center 700ppl	<b>17</b> Blaze @ Athletic Center 700ppl
<b>18</b> Blaze @ Athletic Center 700ppl	<b>19</b> BUDGET COMMITTEE WORK SESSION	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b> Rhododendron Show @ Jenkins Estate Prezcup @ Athletic Center 3000ppl
<b>25</b> Prezcup @ Athletic Center 3000ppl	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b> THSC Spring Classic @ Aquatic Ctr 500ppl	

2010

# May

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
						<b>1</b> OR St Cup @ Athletic Center 1000ppl THSC Spring Classic @ Aquatic Center 500ppl
<b>2</b> THSC Spring Classic @ Aquatic Center 500ppl	<b>3</b> BOARD MEETING	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b> Barefoot Quilt Show @ Jenkins Estate OR St Cup @ Athletic Center 1000ppl
<b>9</b> Barefoot Quilt Show @ Jenkins Estate	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b> Metro Dist Tourn @ Tennis Center 600ppl	<b>14</b> Metro Dist Tourn @ Tennis Center 600ppl	<b>15</b> Metro Dist Tourn @ Tennis Center 600ppl
<b>16</b>	<b>17</b> BUDGET COMMITTEE MEETING	<b>18</b>	<b>19</b>	<b>20</b> OSAA State Tourn @ Tennis Center 1150ppl	<b>21</b> OSAA State Tourn @ Tennis Center 1150ppl	<b>22</b> OSAA State Tourn @ Tennis Center 1150ppl
<b>23</b> BYL @ Athletic Center 500ppl	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b> Nike Friendship @ Athletic Center 3,000ppl	<b>29</b> Nike Friendship @ Athletic Center 3,000ppl
<b>30</b> Nike Friendship @ Athletic Center 3,000ppl	<b>31</b> Nike Friendship @ Athletic Center 3,000ppl					

## 2010

**Tualatin Hills Park and Recreation District**  
**Monthly Bond Capital Projects Report**  
**Estimated Cost vs. Budget**  
**Through 12/31/09**

Description	Project Budget			Project Expenditures		Estimated Cost to Complete	Project Cumulative	Est. Cost (Over) Under Budget
	Initial Project Budget	Adjustments	Current Project Budget	Expended Prior Years	Expended Year-to-Date			
	(1)	(2)	(1+2)	(4)	(5)			
<b>BOND CAPITAL PROJECTS FUND</b>								
<u>LAND ACQUISITION</u>								
New Neighborhood Park	1,500,000	-	1,500,000	-	59,202	1,440,798	1,500,000	-
New Neighborhood Park	1,500,000	-	1,500,000	-	-	1,500,000	1,500,000	-
New Neighborhood Park	1,500,000	-	1,500,000	-	-	1,500,000	1,500,000	-
New Neighborhood Park	1,500,000	-	1,500,000	-	-	1,500,000	1,500,000	-
New Neighborhood Park	1,500,000	-	1,500,000	-	-	1,500,000	1,500,000	-
New Neighborhood Park	1,500,000	-	1,500,000	-	-	1,500,000	1,500,000	-
New Community Park	10,000,000	-	10,000,000	-	6,850	9,993,150	10,000,000	-
Natural Area Acquisitions	8,400,000	-	8,400,000	-	-	8,400,000	8,400,000	-
New Linear Park and Trail Acquisitions	1,200,000	-	1,200,000	-	10,843	1,189,157	1,200,000	-
Community Center Site Acquisition	5,000,000	-	5,000,000	-	-	5,000,000	5,000,000	-
<b>TOTAL LAND ACQUISITION</b>	<b>33,600,000</b>	<b>-</b>	<b>33,600,000</b>	<b>-</b>	<b>76,895</b>	<b>33,523,105</b>	<b>33,600,000</b>	<b>-</b>
<u>NEW/REDEVELOPED NEIGHBORHOOD PARKS</u>								
AM Kennedy Park	1,285,250	-	1,285,250	2,072	58,908	1,224,270	1,285,250	-
Barsotti Park	1,285,250	-	1,285,250	-	-	1,285,250	1,285,250	-
Kaiser Ridge Park	771,150	-	771,150	-	-	771,150	771,150	-
Roy Dancer Park	771,150	-	771,150	-	-	771,150	771,150	-
Roger Tilbury Memorial Park	771,150	-	771,150	-	-	771,150	771,150	-
Cedar Mill Park	1,125,879	-	1,125,879	-	-	1,125,879	1,125,879	-
Camille Park	514,100	-	514,100	-	418	513,682	514,100	-
Somerset West Park	1,028,200	-	1,028,200	-	-	1,028,200	1,028,200	-
Pioneer Park	514,100	-	514,100	-	-	514,100	514,100	-
Vista Brook Park	514,100	-	514,100	-	-	514,100	514,100	-
Westside Waterhouse Trail Connection	1,542,300	-	1,542,300	974	5,638	1,535,688	1,542,300	-
Nature Park Old Wagon Trail	359,870	-	359,870	223	11,652	347,995	359,870	-
NE Quadrant Trail - Bluffs	257,050	-	257,050	951	-	256,099	257,050	-
<b>TOTAL NEW/REDEVELOPED NEIGHBORHOOD PARKS</b>	<b>10,739,549</b>	<b>-</b>	<b>10,739,549</b>	<b>4,220</b>	<b>76,616</b>	<b>10,658,713</b>	<b>10,739,549</b>	<b>-</b>
<u>NEW/REDEVELOPED COMMUNITY PARKS</u>								
SW Community Park	7,711,500	-	7,711,500	-	319	7,711,181	7,711,500	-
Cedar Hills Park	6,194,905	-	6,194,905	2,346	67,498	6,125,061	6,194,905	-
Schiffler Park	3,598,700	-	3,598,700	2,477	88,578	3,507,645	3,598,700	-
<b>TOTAL NEW/REDEVELOPED COMMUNITY PARKS</b>	<b>17,505,105</b>	<b>-</b>	<b>17,505,105</b>	<b>4,823</b>	<b>156,395</b>	<b>17,343,887</b>	<b>17,505,105</b>	<b>-</b>
<u>TRAILS/LINEAR PARKS</u>								
Westside Trail Segments 1, 4, & 7	4,267,030	-	4,267,030	1,334	110,094	4,155,602	4,267,030	-
Jordan/Jackie Husen Park	1,645,120	-	1,645,120	1,508	34,049	1,609,563	1,645,120	-
Lowami Hart Woods Park	822,560	-	822,560	1,708	15,498	805,354	822,560	-
Rock Creek & North Bethany Trails	2,262,040	-	2,262,040	1,273	7,781	2,252,986	2,262,040	-
Waterhouse Trail Segments 1, 5 and West Spur	3,804,340	-	3,804,340	3,273	97,844	3,703,223	3,804,340	-
<b>TOTAL TRAILS/LINEAR PARKS</b>	<b>12,801,090</b>	<b>-</b>	<b>12,801,090</b>	<b>9,096</b>	<b>265,266</b>	<b>12,526,728</b>	<b>12,801,090</b>	<b>-</b>
<u>YOUTH ATHLETIC FIELDS</u>								
Winkleman Park	514,100	-	514,100	394	952	512,754	514,100	-
Meadow Waye Park	514,100	-	514,100	1,504	18,797	493,799	514,100	-
New Fields in NW Quadrant	514,100	-	514,100	-	-	514,100	514,100	-
New Fields in NE Quadrant	514,100	-	514,100	-	-	514,100	514,100	-
New Fields in SW Quadrant	514,100	-	514,100	-	-	514,100	514,100	-
New Fields in SE Quadrant	514,100	-	514,100	-	-	514,100	514,100	-
<b>TOTAL YOUTH ATHLETIC FIELDS</b>	<b>3,084,600</b>	<b>-</b>	<b>3,084,600</b>	<b>1,898</b>	<b>19,749</b>	<b>3,062,953</b>	<b>3,084,600</b>	<b>-</b>

**Tualatin Hills Park and Recreation District**  
**Monthly Bond Capital Projects Report**  
**Estimated Cost vs. Budget**  
**Through 12/31/09**

Description	Project Budget			Project Expenditures		Estimated Cost to Complete	Project Cumulative	Est. Cost (Over) Under Budget
	Initial Project Budget	Adjustments	Current Project Budget	Expended Prior Years	Expended Year-to-Date			
	(1)	(2)	(1+2)	(4)	(5)			
<b>FACILITY EXPANSIONS AND IMPROVEMENTS</b>								
Structural Upgrades at several facilities	5,141,000	-	5,141,000	93,819	21,570	5,025,611	5,141,000	-
Sunset Swim Center Structural Upgrades and parking lot	1,135,133	-	1,135,133	-	6,776	1,128,357	1,135,133	-
Sunset Swim Center Air Handling Tunnel/Pool Tank	514,100	-	514,100	285,918	8,362	-	294,280	219,820
Elsie Stuhr Center Expansion	1,542,300	-	1,542,300	3,225	31,587	1,507,488	1,542,300	-
Conestoga Recreation & Aquatic Center Expansion	5,449,460	-	5,449,460	5,506	88,365	5,355,589	5,449,460	-
Aloha ADA Dressing Rooms	123,384	-	123,384	74	33,094	90,216	123,384	-
Aquatics Center ADA Dressing Rooms	133,666	-	133,666	215	4,895	128,556	133,666	-
Athletic Center HVAC Upgrades	514,100	-	514,100	5,007	134,882	352,748	492,637	21,463
HMT ADA Parking and other site improvement	950,057	-	950,057	-	3,979	946,078	950,057	-
ADA Improvements - numerous sites	293,037	-	293,037	-	-	293,037	293,037	-
<b>TOTAL FACILITY EXPANSION AND IMPROV.</b>	<b>15,796,237</b>	<b>-</b>	<b>15,796,237</b>	<b>393,764</b>	<b>333,510</b>	<b>14,827,680</b>	<b>15,554,954</b>	<b>241,283</b>
<b>REPLACEMENTS AND IMPROVEMENTS</b>								
Play Structure Replacements at 11 sites	810,219	-	810,219	3,788	324,649	481,782	810,219	-
Bridge/Boardwalk Replacements at 6 sites	244,712	-	244,712	-	-	244,712	244,712	-
Irrigation Replacement at Roxbury Park	49,354	-	49,354	-	41,902	7,452	49,354	-
Pedestrian Path Replacement at 3 sites	116,188	-	116,188	-	473	115,715	116,188	-
<b>TOTAL REPLACEMENTS AND IMPROVEMENTS</b>	<b>1,220,473</b>	<b>-</b>	<b>1,220,473</b>	<b>3,788</b>	<b>367,024</b>	<b>849,661</b>	<b>1,220,473</b>	<b>-</b>
<b>NATURAL RESOURCES PROJECTS</b>								
Roger Tilbury Memorial Park	30,846	-	30,846	-	-	30,846	30,846	-
Cedar Mill Park	30,846	-	30,846	-	-	30,846	30,846	-
Jordan/Jackie Husen Park	308,460	-	308,460	-	-	308,460	308,460	-
NE/Bethany Meadows Trail Habitat Connection	246,768	-	246,768	-	-	246,768	246,768	-
Kaiser Ridge Park	10,282	-	10,282	-	-	10,282	10,282	-
Allenbach Acres Park	41,128	-	41,128	-	-	41,128	41,128	-
Crystal Creek Park	246,768	-	246,768	-	-	246,768	246,768	-
Foothills Park	61,692	-	61,692	-	7	61,685	61,692	-
Commonwealth Lake Park	41,128	-	41,128	-	137	40,991	41,128	-
Nature Park	30,846	-	30,846	-	33	30,813	30,846	-
Pioneer Park	10,282	-	10,282	-	-	10,282	10,282	-
Whispering Woods Park	51,410	-	51,410	-	384	51,026	51,410	-
Willow Creek Nature Park	20,564	-	20,564	-	163	20,401	20,564	-
AM Kennedy Park	30,846	-	30,846	-	-	30,846	30,846	-
Camille Park	77,115	-	77,115	-	-	77,115	77,115	-
Vista Brook Park	20,564	-	20,564	-	-	20,564	20,564	-
Greenway Park/Koll Center	61,692	-	61,692	-	-	61,692	61,692	-
Bauman Park	82,256	-	82,256	-	-	82,256	82,256	-
Fanno Creek Park	162,456	-	162,456	-	-	162,456	162,456	-
Hideaway Park	41,128	-	41,128	-	-	41,128	41,128	-
Murrayhill Park	61,692	-	61,692	-	1,633	60,059	61,692	-
Hyland Forest Park	71,974	-	71,974	-	40	71,934	71,974	-
Cooper Mountain Area	205,640	-	205,640	-	-	205,640	205,640	-
Winkleman Park	10,282	-	10,282	-	-	10,282	10,282	-
Lowami Hart Woods Park	287,896	-	287,896	-	-	287,896	287,896	-
Rosa/Hazeldale Parks	28,790	-	28,790	-	-	28,790	28,790	-
Mt Williams Park	102,820	-	102,820	-	-	102,820	102,820	-
Jenkins Estate	154,230	-	154,230	-	-	154,230	154,230	-
Summercrest Park	10,282	-	10,282	-	-	10,282	10,282	-
Morrison Woods Park	61,692	-	61,692	-	-	61,692	61,692	-
Interpretive Sign Network	339,306	-	339,306	-	-	339,306	339,306	-
Beaverton Creek Trail	61,692	-	61,692	-	-	61,692	61,692	-

**Tualatin Hills Park and Recreation District**  
**Monthly Bond Capital Projects Report**  
**Estimated Cost vs. Budget**  
**Through 12/31/09**

Description	Project Budget			Project Expenditures		Estimated Cost to Complete	Project Cumulative	Est. Cost (Over) Under Budget
	Initial Project Budget	Adjustments	Current Project Budget	Expended Prior Years	Expended Year-to-Date			
	(1)	(2)	(1+2)	(4)	(5)			
Bethany Wetlands Park	41,128	-	41,128	-	-	41,128	41,128	-
Bluegrass Downs Park	15,423	-	15,423	-	-	15,423	15,423	-
Restoration of new properties to be acquired	643,022	-	643,022	-	-	643,022	643,022	-
<b>TOTAL NATURAL RESOURCES PROJECTS</b>	<b>3,702,946</b>	<b>-</b>	<b>3,702,946</b>	<b>-</b>	<b>2,397</b>	<b>3,700,549</b>	<b>3,702,946</b>	<b>-</b>
<b>BOND ADMINISTRATION COSTS</b>								
Debt Issuance Costs	1,493,000	-	1,493,000	516,987	-	976,013	1,493,000	-
Technology Needs	18,330	-	18,330	20,597	313	-	20,910	(2,580)
Office Furniture	7,150	-	7,150	3,642	298	3,210	7,150	-
Consultant Costs	31,520	-	31,520	-	14	31,506	31,520	-
	1,550,000	-	1,550,000	541,226	625	1,010,729	1,552,580	(2,580)
	<b>100,000,000</b>	<b>-</b>	<b>100,000,000</b>	<b>958,815</b>	<b>1,298,477</b>	<b>97,504,005</b>	<b>99,761,297</b>	<b>238,703</b>



**Tualatin Hills Park and Recreation District**  
**Monthly Capital Project Report**  
**Estimated Cost vs. Budget**  
**Through 1/31/10**

Description	Project Budget					Project Expenditures		Estimated Total Costs			Est. Cost (Over) Under Budget		
	Prior Year Budget Amount	Budget Carryover to Current Year	New Funds Budgeted in Current Year	Cumulative Project Budget	Current Year Budget Amount	Expended Prior Years	Expended Year-to-Date	Estimated Cost to Complete	Basis of Estimate	Project Cumulative	Current Year	Project Cumulative	Current Year
	(1)	(2)	(3)	(1+3)	(2+3)	(4)	(5)	(6)		(4+5+6)	(5+6)		
<b>GENERAL FUND</b>													
<b>CAPITAL OUTLAY DIVISION</b>													
<b>CARRY FORWARD PROJECTS</b>													
Off-leash Dog Park Construction	15,000	15,000	35,000	50,000	50,000	-	-	50,000	Budget	50,000	50,000	-	-
Land Acquisition- Jenkins Estate Right of Way	90,000	90,000	-	90,000	90,000	-	-	90,000	Budget	90,000	90,000	-	-
John Quincy Adams Young House Renovation	100,000	5,000	-	100,000	5,000	85,687	484	4,516	Budget	90,687	5,000	9,313	-
Stuhr Center- Bequest Funded Project	75,000	63,000	-	75,000	63,000	6,443	-	63,000	Budget	69,443	63,000	5,557	-
GIS Development	40,000	35,362	(4,492)	35,508	30,870	7,036	994	29,876	Budget	37,906	30,870	(2,398)	-
Server Replacement	-	-	4,492	4,492	4,492	-	4,482	-	Complete	4,482	4,482	10	10
Board/Conference Room-Audio	8,000	6,500	-	8,000	6,500	1,073	-	6,500	Budget	7,573	6,500	427	-
Software Upgrades	25,000	25,000	-	25,000	25,000	6,420	-	18,580	Budget	25,000	18,580	-	6,420
Challenge Grant Competitive Fund	30,000	30,000	-	30,000	30,000	-	4,979	25,021	Budget	30,000	30,000	-	-
John Marty Park Community Garden	14,750	5,700	2,000	16,750	7,700	15,016	-	7,700	Budget	22,716	7,700	(5,966)	-
HMT Administration Center Front Office Remodel	15,000	5,530	70,000	85,000	75,530	7,576	17,615	57,915	Budget	83,106	75,530	1,894	-
BMX Park Maintenance	3,000	3,000	-	3,000	3,000	-	-	3,000	Budget	3,000	3,000	-	-
Performance Contract Energy Efficiency Improvements	14,500	14,500	-	14,500	14,500	-	-	14,500	Budget	14,500	14,500	-	-
Barnes School Field Irrigation Restoration	35,000	35,000	-	35,000	35,000	-	1,071	33,929	Budget	35,000	35,000	-	-
Tennis Center Roof Overlay Panels	20,000	14,500	-	20,000	14,500	5,500	457	14,043	Budget	20,000	14,500	-	-
Conestoga Recreation & Aquatic Center Rewire Underwater	47,000	46,406	-	47,000	46,406	4,447	15,691	-	Complete	20,138	15,691	26,862	30,715
Athletic Field Turf Renovation	100,000	95,000	-	100,000	95,000	3,244	94,940	-	Complete	98,184	94,940	1,816	60
Tennis Court Resurface/Overlay	67,490	67,490	-	67,490	67,490	67,488	-	-	Complete	67,488	-	2	67,490
Large Rotary Mower	50,000	50,000	36,000	86,000	86,000	-	82,293	-	Complete	82,293	82,293	3,707	3,707
<b>TOTAL CARRYOVER PROJECTS</b>	<b>749,740</b>	<b>606,988</b>	<b>143,000</b>	<b>892,740</b>	<b>749,988</b>	<b>209,930</b>	<b>223,006</b>	<b>418,580</b>		<b>851,516</b>	<b>641,586</b>	<b>41,224</b>	<b>108,402</b>
<b>ATHLETIC FACILITY REPLACEMENT</b>													
Resurface Tennis Courts (5 Sites)			90,307	90,307	90,307	-	90,308	-	Complete	90,308	90,308	(1)	(1)
Long Jump Court Resurface			2,000	2,000	2,000	-	1,998	-	Complete	1,998	1,998	2	2
Athletic Facility Fence Repair			8,300	8,300	8,300	-	8,726	-	Complete	8,726	8,726	(426)	(426)
Baseball/Softball Backstop Replacement (1 Site)			3,456	3,456	3,456	-	3,053	-	Complete	3,053	3,053	403	403
Basketball Asphalt Pads (2 Sites)			16,000	16,000	16,000	-	13,315	-	Complete	13,315	13,315	2,685	2,685
Install Bleacher Backs & Rails			6,600	6,600	6,600	-	6,168	-	Complete	6,168	6,168	432	432
Athletic Field Lamps & Ballasts			16,500	16,500	16,500	-	12,380	3,210	Award	15,590	15,590	910	910
Garden Home Recreation Center Weight Room Equipment			9,000	9,000	9,000	-	9,000	-	Complete	9,000	9,000	-	-
<b>TOTAL ATHLETIC FACILITY REPLACEMENT</b>			<b>152,163</b>	<b>152,163</b>	<b>152,163</b>	<b>-</b>	<b>144,948</b>	<b>3,210</b>		<b>148,158</b>	<b>148,158</b>	<b>4,005</b>	<b>4,005</b>
<b>ATHLETIC FACILITY IMPROVEMENT</b>													
Baseball/Softball Field Netting (various sites)			5,000	5,000	5,000	-	2,731	2,269	Budget	5,000	5,000	-	-
Synthetic Turf Magnet			3,500	3,500	3,500	-	3,470	-	Complete	3,470	3,470	30	30
Lost Park Water Meter			10,000	10,000	10,000	-	9,127	-	Complete	9,127	9,127	873	873
Sunset Park Asphalt & Drainage Improvement			6,000	6,000	6,000	-	3,640	-	Complete	3,640	3,640	2,360	2,360
Sunset Park Athletic Field Drainage			50,171	50,171	50,171	-	4,703	45,468	Budget	50,171	50,171	-	-
PCC Recreation Complex Boomless Spray System Support			3,500	3,500	3,500	-	3,587	-	Complete	3,587	3,587	(87)	(87)
Cedar Hills Recreation Center Volleyball Standards			2,500	2,500	2,500	-	1,594	-	Complete	1,594	1,594	906	906
<b>TOTAL ATHLETIC FACILITY IMPROVEMENT</b>			<b>80,671</b>	<b>80,671</b>	<b>80,671</b>	<b>-</b>	<b>28,852</b>	<b>47,737</b>		<b>76,589</b>	<b>76,589</b>	<b>4,082</b>	<b>4,082</b>
<b>PARK AND TRAIL REPLACEMENTS</b>													
Drinking Fountains (3 Sites)			19,000	19,000	19,000	-	3,625	15,375	Budget	19,000	19,000	-	-
Irrigation (3 Sites)			70,000	70,000	70,000	-	11,016	58,984	Budget	70,000	70,000	-	-
Signage (Signage Master Plan Project)			75,000	75,000	75,000	-	995	74,005	Budget	75,000	75,000	-	-
Fanno Farm House Fence Replacement			15,000	15,000	15,000	-	-	15,000	Budget	15,000	15,000	-	-
Forest Hills Park Tables & Benches			1,810	1,810	1,810	-	-	1,810	Budget	1,810	1,810	-	-
Jenkins Estate Well & Stable Septic System			28,000	28,000	28,000	-	713	27,287	Budget	28,000	28,000	-	-
Concrete Sidewalk Repair (11 Sites)			87,500	87,500	87,500	-	27,858	59,642	Budget	87,500	87,500	-	-
Asphalt Path Replacement & Repair (11 Sites)			177,000	177,000	177,000	-	26,046	150,954	Budget	177,000	177,000	-	-
Waterhouse Bridge Repair			25,000	25,000	25,000	-	23,735	-	Complete	23,735	23,735	1,265	1,265
Hiteon Park Play Structure			40,000	40,000	40,000	-	39,784	-	Complete	39,784	39,784	216	216
Foothills Park Fence/Fabric			-	-	-	-	1,771	-	Complete	1,771	1,771	(1,771)	(1,771)
CHRC Fencing			1	-	-	-	1,010	-	Complete	1,010	1,010	(1,010)	(1,010)
<b>TOTAL PARK AND TRAIL REPLACEMENTS</b>			<b>538,311</b>	<b>538,310</b>	<b>538,310</b>	<b>-</b>	<b>136,553</b>	<b>403,057</b>		<b>539,610</b>	<b>539,610</b>	<b>(1,300)</b>	<b>(1,300)</b>

**Tualatin Hills Park and Recreation District**  
**Monthly Capital Project Report**  
**Estimated Cost vs. Budget**  
**Through 1/31/10**

Description	Project Budget				Project Expenditures		Estimated Total Costs				Est. Cost (Over) Under Budget		
	Prior Year Budget Amount	Budget Carryover to Current Year	New Funds Budgeted in Current Year	Cumulative Project Budget	Current Year Budget Amount	Expended Prior Years	Expended Year-to-Date	Estimated Cost to Complete	Basis of Estimate	Project Cumulative	Current Year	Project Cumulative	Current Year
	(1)	(2)	(3)	(1+3)	(2+3)	(4)	(5)	(6)		(4+5+6)	(5+6)		
<b><u>PARK AND TRAIL IMPROVEMENTS</u></b>													
Memorial Benches			8,000	8,000	8,000	-	1,219	6,781	Budget	8,000	8,000	-	-
Bethany Lake Community Garden Expansion			15,000	15,000	15,000	-	100	14,900	Budget	15,000	15,000	-	-
Future Community Garden			35,000	35,000	35,000	-	-	35,000	Budget	35,000	35,000	-	-
RTP Grant - Fanno Creek Trail Bridge			48,000	48,000	48,000	-	-	-	Budget	-	-	48,000	48,000
MTIP Grant - Fanno Creek Trail/Hall Crossing			359,000	359,000	359,000	-	-	-	Budget	-	-	359,000	359,000
LGGP Grant - PCC Recreation Complex Restrooms			35,000	35,000	35,000	-	-	-	Budget	-	-	35,000	35,000
<b>TOTAL PARK AND TRAIL IMPROVEMENTS</b>			<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>-</b>	<b>1,319</b>	<b>56,681</b>		<b>58,000</b>	<b>58,000</b>	<b>442,000</b>	<b>442,000</b>
<b><u>CHALLENGE GRANTS</u></b>													
Challenge Grants			75,000	75,000	75,000	-	7,936	67,064	Budget	75,000	75,000	-	-
<b>TOTAL CHALLENGE GRANTS</b>			<b>75,000</b>	<b>75,000</b>	<b>75,000</b>	<b>-</b>	<b>7,936</b>	<b>67,064</b>		<b>75,000</b>	<b>75,000</b>	<b>-</b>	<b>-</b>
<b><u>BUILDING REPLACEMENTS</u></b>													
Harman Swim Center Filter Pit Sump Pump			3,000	3,000	3,000	-	2,855	-	Complete	2,855	2,855	145	145
Chemtrol Units (2 Pools)			4,400	4,400	4,400	-	4,606	-	Complete	4,606	4,606	(206)	(206)
Raleigh Swim Center Skim Gutter Valve			1,000	1,000	1,000	-	-	931	Award	931	931	69	69
Raleigh Swim Center Main Drain Valve			1,000	1,000	1,000	-	-	931	Award	931	931	69	69
Beaverton Swim Center Circulation Pump			4,400	4,400	4,400	-	-	4,400	Budget	4,400	4,400	-	-
Jenkins Estate Pump House Re-roof			18,000	18,000	18,000	-	9,934	8,066	Budget	18,000	18,000	-	-
Jenkins Estate Gate House Re-roof			22,000	22,000	22,000	-	16,794	-	Complete	16,794	16,794	5,206	5,206
Conestoga Recreation & Aquatic Center Gym Roof Cap			3,000	3,000	3,000	-	1,523	1,477	Budget	3,000	3,000	-	-
Dryland Training Center Roof			40,000	40,000	40,000	-	-	41,284	Award	41,284	41,284	(1,284)	(1,284)
Aloha Swim Center Metal Roof Coat			18,000	18,000	18,000	-	20,530	-	Complete	20,530	20,530	(2,530)	(2,530)
Windows & Doors (9 Sites)			35,931	35,931	35,931	-	8,243	27,688	Budget	35,931	35,931	-	-
Beaverton Swim Center Shower Room Wall Tile			16,000	16,000	16,000	-	-	15,899	Award	15,899	15,899	101	101
Aquatic Swim Center North Windows Recaulk			16,000	16,000	16,000	-	967	15,033	Budget	16,000	16,000	-	-
Cedar Hills Recreation Center Tile (Room 2 & 3)			38,000	38,000	38,000	-	15,134	22,866	Budget	38,000	38,000	-	-
Garden Home Recreation Center Tile Floor			7,500	7,500	7,500	-	7,863	-	Complete	7,863	7,863	(363)	(363)
Athletic Center Floor Study			25,000	25,000	25,000	-	2,708	22,292	Budget	25,000	25,000	-	-
Wood Floor Resurface (4 Sites)			21,150	21,150	21,150	-	16,133	1,215	Award	17,348	17,348	3,802	3,802
Carpets (4 Sites)			33,226	33,226	33,226	-	28,474	-	Complete	28,474	28,474	4,752	4,752
Cedar Hills Recreation Center Lower R/R Vinyl Floor			15,000	15,000	15,000	-	-	15,000	Budget	15,000	15,000	-	-
Aloha Swim Center Non-Skid Floor (Pool Deck)			20,000	20,000	20,000	-	20,000	-	Complete	20,000	20,000	-	-
Exterior Painting (4 Sites)			10,200	10,200	10,200	-	7,486	2,714	Budget	10,200	10,200	-	-
Garden Home Recreation Center Tile Floor (Room 15)			7,000	7,000	7,000	-	-	5,523	Award	5,523	5,523	1,477	1,477
Cedar Hills Recreation Center Lighting Shower Rooms			1,000	1,000	1,000	-	-	1,000	Budget	1,000	1,000	-	-
Cedar Hills Recreation Center Lights (Rooms C1 & D, Lwr Hall)			10,000	10,000	10,000	-	1,036	8,964	Budget	10,000	10,000	-	-
Somerset West Swim Center Interior Light Fixtures			1,320	1,320	1,320	-	62	1,258	Budget	1,320	1,320	-	-
Athletic Center Pathway Light Fixtures			23,000	23,000	23,000	-	-	23,000	Budget	23,000	23,000	-	-
HMT Administration Center Skylight (Front Entry)			38,000	38,000	38,000	-	-	38,000	Budget	38,000	38,000	-	-
Garden Home Recreation Center Beams (Front Entry)			4,000	4,000	4,000	-	933	3,067	Budget	4,000	4,000	-	-
Window Shades & Blinds (4 Sites)			43,045	43,045	43,045	-	3,101	39,944	Budget	43,045	43,045	-	-
Sunset Swim Center Window Shades			12,500	12,500	12,500	-	10,500	-	Complete	10,500	10,500	2,000	2,000
Athletic Center Gym Divider Curtains ( 5)			38,000	38,000	38,000	-	36,570	-	Complete	36,570	36,570	1,430	1,430
Locker Light Fixtures (2 Sites)			14,000	14,000	14,000	-	6,289	7,711	Budget	14,000	14,000	-	-
Jenkins Estate Main House Dishwasher			3,700	3,700	3,700	-	-	3,700	Budget	3,700	3,700	-	-
Garden Home Recreation Center Light Fixtures (Rm 8)			2,600	2,600	2,600	-	-	2,600	Budget	2,600	2,600	-	-
Supply Fan Motor (2 Sites)			9,500	9,500	9,500	-	-	9,500	Budget	9,500	9,500	-	-
Aloha Swim Center Balcony Fans			2,200	2,200	2,200	-	813	1,387	Budget	2,200	2,200	-	-
Exhaust Fans (4 Sites)			13,500	13,500	13,500	-	-	13,500	Budget	13,500	13,500	-	-
HMT Administration Center Condensing Unit (Server Room)			8,500	8,500	8,500	-	-	8,500	Budget	8,500	8,500	-	-
Stuhr Center HVAC Ductwork Cleaning			11,500	11,500	11,500	-	11,280	-	Complete	11,280	11,280	220	220
Jenkins Estate Water Tower Heater			1,150	1,150	1,150	-	559	-	Complete	559	559	591	591
Garden Home Recreation Center Heat Pump (Library)			18,000	18,000	18,000	-	-	13,090	Award	13,090	13,090	4,910	4,910
Schlottman House Heat Pump Units (2 each)			13,000	13,000	13,000	-	5,461	7,539	Budget	13,000	13,000	-	-
Cedar Hill Recreation Center (2) drinking fountains			4,000	4,000	4,000	-	3,954	-	Complete	3,954	3,954	46	46
Jenkins Estate Stable Water Heater			1,000	1,000	1,000	-	-	1,000	Budget	1,000	1,000	-	-
Harman Swim Center ADA Drinking Fountain			2,500	2,500	2,500	-	1,976	-	Complete	1,976	1,976	524	524
Stuhr Center Garbage Disposal (Kitchen)			2,600	2,600	2,600	-	-	2,215	Award	2,215	2,215	385	385

**Tualatin Hills Park and Recreation District**  
**Monthly Capital Project Report**  
**Estimated Cost vs. Budget**  
**Through 1/31/10**

Description	Project Budget				Project Expenditures		Estimated Total Costs			Est. Cost (Over) Under Budget			
	Prior Year Budget Amount	Budget Carryover to Current Year	New Funds Budgeted in Current Year	Cumulative Project Budget	Current Year Budget Amount	Expended Prior Years	Expended Year-to-Date	Estimated Cost to Complete	Basis of Estimate	Project Cumulative	Current Year	Project Cumulative	Current Year
	(1)	(2)	(3)	(1+3)	(2+3)	(4)	(5)	(6)		(4+5+6)	(5+6)		
<b>BUILDING REPLACEMENTS (continued)</b>													
Harman Swim Center Holding Tank (Domestic)			32,000	32,000	32,000	-	-	32,000	Budget	32,000	32,000	-	-
Garden Home Recreation Center Batteries Emergency Light System			2,000	2,000	2,000	-	802	1,198	Budget	2,000	2,000	-	-
Raleigh Swim Center Security Fence			2,500	2,500	2,500	-	-	1,274	Award	1,274	1,274	1,226	1,226
Beaverton Swim Center Furnace			5,000	5,000	5,000	-	3,382	-	Complete	3,382	3,382	1,618	1,618
Jenkins Estate Gate House Furnace			3,000	3,000	3,000	-	-	3,000	Budget	3,000	3,000	-	-
Tennis Center Indoor Court Relamp			4,300	4,300	4,300	-	3,857	-	Complete	3,857	3,857	443	443
Tennis Center East Air Structure Relamp			1,300	1,300	1,300	-	1,074	46	Award	1,120	1,120	180	180
Jenkins Estate Stove/Oven			-	-	-	-	5,070	-	Complete	5,070	5,070	(5,070)	(5,070)
<b>TOTAL BUILDING REPLACEMENTS</b>			<b>688,522</b>	<b>688,522</b>	<b>688,522</b>	<b>-</b>	<b>259,969</b>	<b>408,812</b>		<b>668,781</b>	<b>668,781</b>	<b>19,741</b>	<b>19,741</b>
<b>BUILDING IMPROVEMENTS</b>													
Asbestos Abatement (2 Sites)			9,000	9,000	9,000	-	300	8,700	Budget	9,000	9,000	-	-
Chemical Storage Sheds (3 Sites)			5,000	5,000	5,000	-	-	5,000	Budget	5,000	5,000	-	-
Aluminum Folding Tables for Special Events			3,500	3,500	3,500	-	-	3,500	Budget	3,500	3,500	-	-
Nature Park Interpretative Center Office Furniture			1,000	1,000	1,000	-	231	769	Budget	1,000	1,000	-	-
Jenkins Estate Enclosed Metal Dish Storage Cabinets			2,700	2,700	2,700	-	-	2,700	Budget	2,700	2,700	-	-
Vent Ductwork at Tennis Center			-	-	-	-	1,726	-	Complete	1,726	1,726	(1,726)	(1,726)
<b>TOTAL BUILDING IMPROVEMENTS</b>			<b>21,200</b>	<b>21,200</b>	<b>21,200</b>	<b>-</b>	<b>2,257</b>	<b>20,669</b>		<b>22,926</b>	<b>22,926</b>	<b>(1,726)</b>	<b>(1,726)</b>
<b>ENERGY SAVINGS PERFORMANCE CONTRACT</b>													
Energy Saving Improvements			3,000,000	3,000,000	3,000,000	-	-	1,675,000	Award	1,675,000	1,675,000	1,325,000	1,325,000
<b>TOTAL ENERGY SAVINGS PERFORMANCE CONTRACT</b>			<b>3,000,000</b>	<b>3,000,000</b>	<b>3,000,000</b>	<b>-</b>	<b>-</b>	<b>1,675,000</b>		<b>1,675,000</b>	<b>1,675,000</b>	<b>1,325,000</b>	<b>1,325,000</b>
<b>ADA PROJECTS</b>													
Garden Home Recreation Center ADA Accessible Indoor Play			1,000	1,000	1,000	-	1,000	-	Complete	1,000	1,000	-	-
<b>TOTAL ADA PROJECTS</b>			<b>1,000</b>	<b>1,000</b>	<b>1,000</b>	<b>-</b>	<b>1,000</b>	<b>-</b>		<b>1,000</b>	<b>1,000</b>	<b>-</b>	<b>-</b>
<b>TOTAL CAPITAL OUTLAY DIVISION</b>	<b>749,740</b>	<b>606,988</b>	<b>5,199,867</b>	<b>5,949,606</b>	<b>5,806,854</b>	<b>209,930</b>	<b>805,840</b>	<b>3,100,810</b>	<b>-</b>	<b>4,116,580</b>	<b>3,906,650</b>	<b>1,833,026</b>	<b>1,900,204</b>

**Tualatin Hills Park and Recreation District**  
**Monthly Capital Project Report**  
**Estimated Cost vs. Budget**  
**Through 1/31/10**

Description	Project Budget				Project Expenditures		Estimated Total Costs			Est. Cost (Over) Under Budget			
	Prior Year Budget Amount	Budget Carryover to Current Year	New Funds Budgeted in Current Year	Cumulative Project Budget	Current Year Budget Amount	Expended Prior Years	Expended Year-to-Date	Estimated Cost to Complete	Basis of Estimate	Project Cumulative	Current Year	Project Cumulative	Current Year
	(1)	(2)	(3)	(1+3)	(2+3)	(4)	(5)	(6)		(4+5+6)	(5+6)		
<b>INFORMATION SERVICES DEPARTMENT</b>													
Workstations			65,000	65,000	65,000	-	17,106	47,894	Budget	65,000	65,000	-	-
Servers (Kronos, CRA, Unity, (3) Telephone)			35,000	35,000	35,000	-	27,030	7,970	Budget	35,000	35,000	-	-
LAN/WAN equipment			35,000	35,000	35,000	-	-	29,070	Award	29,070	29,070	5,930	5,930
Printers/network printers			5,000	5,000	5,000	-	1,408	3,592	Budget	5,000	5,000	-	-
FAX- IP based solution			3,000	3,000	3,000	-	-	1,037	Award	1,037	1,037	1,963	1,963
Software- Misc. Applications, Development & Network			20,000	20,000	20,000	-	3,523	16,477	Budget	20,000	20,000	-	-
Computer Workstation & Telephone for Front Desk			3,400	3,400	3,400	-	-	-	Complete	-	-	3,400	3,400
Computer Workstation for Athletic Center			500	500	500	-	-	500	Budget	500	500	-	-
Selectron Upgrade			4,000	4,000	4,000	-	2,992	1,000	Award	3,992	3,992	8	8
Kronos Update			26,760	26,760	26,760	-	16,551	10,209	Budget	26,760	26,760	-	-
<b>TOTAL INFORMATION TECHNOLOGY IMPROVEMENTS</b>			<b>197,660</b>	<b>197,660</b>	<b>197,660</b>	<b>-</b>	<b>68,610</b>	<b>117,749</b>		<b>186,359</b>	<b>186,359</b>	<b>11,301</b>	<b>11,301</b>
<b>TOTAL INFORMATION SYSTEMS DEPARTMENT</b>	<b>-</b>	<b>-</b>	<b>197,660</b>	<b>197,660</b>	<b>197,660</b>	<b>-</b>	<b>68,610</b>	<b>117,749</b>		<b>186,359</b>	<b>186,359</b>	<b>11,301</b>	<b>11,301</b>
<b>MAINTENANCE DEPARTMENT</b>													
<b>BUILDING EQUIPMENT REPLACEMENT</b>													
Conestoga Recreation/Aquatic Center Pressure Washer			2,000	2,000	2,000	-	1,540	-	Complete	1,540	1,540	460	460
Stuhr Center Pressure Washer			2,000	2,000	2,000	-	1,620	-	Complete	1,620	1,620	380	380
Somerset West Swim Center Vacuum			1,500	1,500	1,500	-	-	1,500	Award	1,500	1,500	-	-
Conestoga Recreation/Aquatic Center Carpet Extractor			1,800	1,800	1,800	-	1,080	-	Complete	1,080	1,080	720	720
Garden Home Recreation Center Propane Floor Buffer			4,000	4,000	4,000	-	3,897	-	Complete	3,897	3,897	103	103
Sunset Swim Center Ladder (Upper Roof Access)			2,500	2,500	2,500	-	1,772	-	Complete	1,772	1,772	728	728
Conestoga Recreation/Aquatic Center Water Feature Remote Control			1,600	1,600	1,600	-	828	-	Complete	828	828	772	772
Conestoga Recreation/Aquatic Center One-Man Lift			8,000	8,000	8,000	-	6,596	-	Complete	6,596	6,596	1,404	1,404
Athletic Center Pressure Washer			1,500	1,500	1,500	-	-	1,500	Budget	1,500	1,500	-	-
<b>TOTAL BUILDING EQUIPMENT REPLACEMENT</b>			<b>24,900</b>	<b>24,900</b>	<b>24,900</b>	<b>-</b>	<b>17,333</b>	<b>3,000</b>		<b>20,333</b>	<b>20,333</b>	<b>4,567</b>	<b>4,567</b>
<b>FLEET REPLACEMENTS</b>													
Utility Vehicles (3) Electric Gators			30,000	30,000	30,000	-	19,976	10,024	Budget	30,000	30,000	-	-
Bunker Rake			9,500	9,500	9,500	-	10,140	-	Complete	10,140	10,140	(640)	(640)
Aerator / Seeder			13,500	13,500	13,500	-	11,257	-	Complete	11,257	11,257	2,243	2,243
Large Rotary Mower			86,000	86,000	86,000	-	82,293	-	Complete	82,293	82,293	3,707	3,707
Trim Rotary Mowers (2)			22,000	22,000	22,000	-	23,577	-	Complete	23,577	23,577	(1,577)	(1,577)
Utility Vehicle Toro 3300D Workman			22,000	22,000	22,000	-	19,219	-	Complete	19,219	19,219	2,781	2,781
Full Size Pickups (4)			79,000	79,000	79,000	-	80,557	-	Complete	80,557	80,557	(1,557)	(1,557)
Compact Pickups (3)			42,000	42,000	42,000	-	45,711	-	Complete	45,711	45,711	(3,711)	(3,711)
Spreader			4,000	4,000	4,000	-	3,611	-	Complete	3,611	3,611	389	389
15-passenger van			25,500	25,500	25,500	-	24,350	-	Complete	24,350	24,350	1,150	1,150
Blower			7,200	7,200	7,200	-	6,325	-	Complete	6,325	6,325	875	875
<b>TOTAL FLEET REPLACEMENTS</b>			<b>340,700</b>	<b>340,700</b>	<b>340,700</b>	<b>-</b>	<b>327,016</b>	<b>10,024</b>		<b>337,040</b>	<b>337,040</b>	<b>3,660</b>	<b>3,660</b>
<b>TOTAL MAINTENANCE DEPARTMENT</b>	<b>-</b>	<b>-</b>	<b>365,600</b>	<b>365,600</b>	<b>365,600</b>	<b>-</b>	<b>344,349</b>	<b>13,024</b>		<b>357,373</b>	<b>357,373</b>	<b>8,227</b>	<b>8,227</b>
<b>GRAND TOTAL GENERAL FUND</b>	<b>749,740</b>	<b>606,988</b>	<b>5,763,127</b>	<b>6,512,866</b>	<b>6,370,114</b>	<b>209,930</b>	<b>1,218,799</b>	<b>3,231,583</b>	<b>-</b>	<b>4,660,312</b>	<b>4,450,382</b>	<b>1,852,554</b>	<b>1,919,732</b>

**Tualatin Hills Park and Recreation District**  
**Monthly Capital Project Report**  
**Estimated Cost vs. Budget**  
**Through 1/31/10**

Description	Project Budget				Project Expenditures		Estimated Total Costs			Est. Cost (Over) Under Budget			
	Prior Year Budget Amount	Budget Carryover to Current Year	New Funds Budgeted in Current Year	Cumulative Project Budget	Current Year Budget Amount	Expended Prior Years	Expended Year-to-Date	Estimated Cost to Complete	Basis of Estimate	Project Cumulative	Current Year	Project Cumulative	Current Year
	(1)	(2)	(3)	(1+3)	(2+3)	(4)	(5)	(6)		(4+5+6)	(5+6)		
<b>SDC FUND</b>													
<u>LAND ACQUISITION</u>													
Land Acquisition (FY 09)	335,000	335,000	(274,367)	60,633	60,633	-	12,107	48,526	Budget	60,633	60,633	-	-
Land Acquisition (FY 10)	-	-	-	-	-	-	1,578	(1,578)	Budget	-	-	-	-
Bonny Slope/BSD Land Acquisition	-	-	350,000	350,000	350,000	-	395,000	-	Complete	395,000	395,000	(45,000)	(45,000)
Church of Christ Property	-	-	274,367	274,367	274,367	-	274,367	-	Complete	274,367	274,367	-	-
Southwest Quadrant Acquisition	-	-	765,000	765,000	765,000	-	750,318	-	Complete	750,318	750,318	14,682	14,682
<b>TOTAL LAND ACQUISITION</b>	<b>335,000</b>	<b>335,000</b>	<b>1,115,000</b>	<b>1,450,000</b>	<b>1,450,000</b>	<b>-</b>	<b>1,433,370</b>	<b>46,948</b>		<b>1,480,318</b>	<b>1,480,318</b>	<b>(30,318)</b>	<b>(30,318)</b>
<u>IMPROVEMENT/DEVELOPMENT PROJECTS</u>													
PCC Rock Creek Construction (related costs)	-	-	-	-	-	-	6,428	-	Complete	6,428	6,428	(6,428)	(6,428)
Beaverton Powerline Trail Segments 7-11	802,500	-	-	802,500	-	469,227	468,736	247,060	Budget	1,185,023	715,796	(382,523)	(715,796)
Synthetic Turf Field Matching Funds	800,000	600,000	-	800,000	600,000	200,000	-	600,000	Budget	800,000	600,000	-	-
Fanno Creek Trail	1,311,950	1,261,950	-	1,311,950	1,261,950	223,128	32,481	1,229,469	Budget	1,485,078	1,261,950	(173,128)	-
MTIP Grant Match for Westside Trail	40,000	40,000	-	40,000	40,000	283	-	40,000	Budget	40,283	40,000	(283)	-
Winkleman Park Initial Site Improvements	-	-	70,000	70,000	70,000	-	38,324	31,676	Budget	70,000	70,000	-	-
Bonny Slope/BSD Trail Development	175,000	175,000	-	175,000	175,000	47	-	175,000	Budget	175,047	175,000	(47)	-
LWCF Grant Match/Schiffler Park Pavillion	40,000	40,000	10,000	50,000	50,000	-	-	50,000	Budget	50,000	50,000	-	-
Jackie Husen Park Construction	190,844	190,844	-	190,844	190,844	-	-	190,844	Budget	190,844	190,844	-	-
PCC Rec Complex Site Amenities	-	-	72,000	72,000	72,000	-	5,114	66,886	Budget	72,000	72,000	-	-
MTIP Grant Match-Fanno Creek Trail/Hall Blvd Crossing	-	-	41,000	41,000	41,000	-	-	41,000	Budget	41,000	41,000	-	-
LGGP Grant Match-PCC Restroom	-	-	35,000	35,000	35,000	-	-	35,000	Budget	35,000	35,000	-	-
RTP Grant Match-Fanno Creek Bridge	-	-	12,000	12,000	12,000	-	-	12,000	Budget	12,000	12,000	-	-
Winkleman Park Master Plan	-	-	100,000	100,000	100,000	-	3,548	96,452	Budget	100,000	100,000	-	-
Undesignated Projects	-	-	2,536,965	2,536,965	2,536,965	-	-	-	Budget	-	-	2,536,965	2,536,965
<b>TOTAL DEVELOPMENT/IMPROVEMENT PROJECTS</b>	<b>3,360,294</b>	<b>2,307,794</b>	<b>2,876,965</b>	<b>6,237,259</b>	<b>5,184,759</b>	<b>892,685</b>	<b>554,631</b>	<b>2,815,387</b>		<b>4,262,703</b>	<b>3,370,018</b>	<b>1,974,556</b>	<b>1,814,741</b>
<b>Total - SDC Fund</b>	<b>3,695,294</b>	<b>2,642,794</b>	<b>3,991,965</b>	<b>7,687,259</b>	<b>6,634,759</b>	<b>892,685</b>	<b>1,988,001</b>	<b>2,862,335</b>		<b>5,743,021</b>	<b>4,850,336</b>	<b>1,944,238</b>	<b>1,784,423</b>

**KEY**  
 Budget Estimate based on original budget - not started and/or no basis for change  
 Reallocated Project Scope has been reduced to provide funding for another project  
 Award Estimate based on Contract Award amount or quote price estimates  
 Complete Project completed - no additional estimated costs to complete.

# Dalrymple won't seek re-election

Beaverton City Councilor Bruce S. Dalrymple said Tuesday that he would not seek re-election to the Position 1 seat he has held since 2006.

Dalrymple said he based his "difficult decision" on the "desire to spend more time with my family."

"Bruce has given the citizens of Beaverton exemplary service as a city councilor," said Beaverton Mayor Dennis Doyle.

"While I'm disappointed that he will not be running again for council, I'm looking forward to working with him over the next year to continue to improve Beaverton.

"I'm confident that he will always be actively involved in our community."

Dalrymple's term ends Dec. 31. No one has yet filed for his position. While on the council, he served as a liaison to the Beaverton Arts Commission, Budget Committee, Beaverton Committee for Citizen Involvement, Human Rights Advisory Commission and Library Advisory Board.

Prior to his time with the city, Dalrymple held leadership roles with the Tualatin Hills Park and Recreation District Board of Directors and the Washington County Planning Commission. He viewed his appointment to the council in 2006 as a natural next step in his 19 years of community service in elected or appointed positions within Washington County.



**DALRYMPLE**

## NEWS BRIEFS

### Park district appoints Kristin Atman as new interpretive programs supervisor

Kristin Atman has joined the Tualatin Hills Park and Recreation District as its interpretive programs supervisor.

Atman, who started her new job Jan. 19, oversees operation of the environmental learning centers at the Tualatin Hills Nature Park in Beaverton and Cooper Mountain Nature Park in Aloha. She also manages park district staff and volunteers to provide high-quality environmental education programs and events for the public.

Atman comes to the park district from Chicago, where she was director of programs for Project Exploration, a nonprofit science education organization, starting in April 2006. Prior to that, she was the interpretive specialist and environmental education coordinator at the Buffalo Bill Historical Center in Cody, Wyo., for four years.

She also held interpretive education positions at the Field Museum in Chicago and Wolf Lake Fish Hatchery Visitor Center in Kalamazoo, Mich., and was a park ranger for the National Park Service in Yellowstone National Park.

"Kristin was chosen for her experience working in museums, parks and with underserved audiences," said Bruce Barbarasch, superintendent of natural resources and trails management for the park district. "We are fortunate to be able to add to our staff a person of her communications skills, experience and passion."

A native of Michigan, Atman holds a bachelor of science degree in resource ecology management and environmental policy from the University of Michigan in Ann Arbor. She did post-graduate work at the University of Chicago and Montana State University, and holds certificates from the National Association of Interpretation as an interpretive trainer and guide.

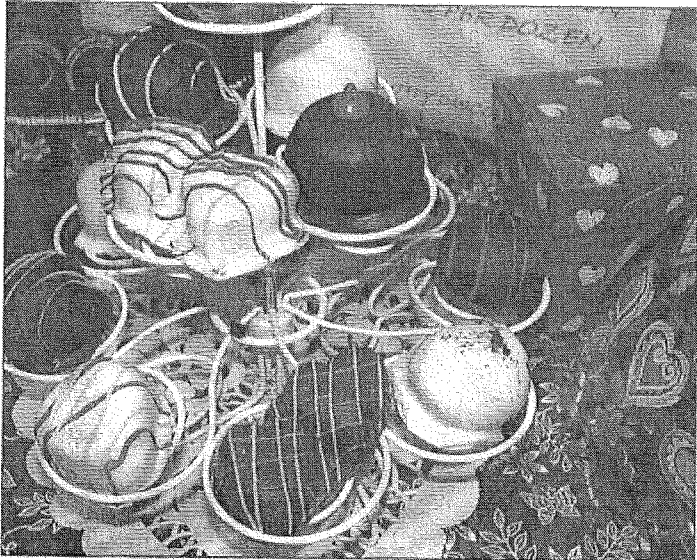


Photo courtesy of Jenkins Estate

**Chocolate lovers can enjoy "fat-burning" delights at Historic Jenkins Estate's 13th annual Chocolate Festival next Friday.**

## **Historic Jenkins Estate celebrates 13th annual Chocolate Fantasy Fest**

BEAVERTON — Historic Jenkins Estate cordially invites the public to its 13th annual Chocolate Fantasy Festival from 3 to 9 p.m. Friday, Feb. 12, at 8005 SW Grabhorn Road, in Beaverton.

Stroll through the Stable and Main House and meet local chocolatiers, bakeries and wineries. Enjoy fine chocolates and find that perfect Valentine gift for your loved ones. In addition, be inspired with chocolate culinary

demonstrations in the kitchen, door prizes and live entertainment.

Parking is free. Admission is \$5 per person (2 and older). Tickets are available at the door.

For more information, call 503-629-6355 or e-mail questions to [gdubois@thprd.com](mailto:gdubois@thprd.com).

## Elsie Stuhr Center to celebrate 35 years of service to seniors

BEAVERTON — The Elsie Stuhr Center will celebrate 35 years of service to Beaverton-area seniors from 1 to 2:30 p.m. Thursday, Feb. 18.

A slideshow of the center's history will be available for viewing during the celebration. The party will also include remarks by Beaverton officials, followed by birthday cake and ice cream and entertainment by magician Jeff Martin.

"This is a chance for us to celebrate who we are and what we do here," said Stuhr Center Supervisor Linda Jo Enger. "For many people, this center is their lives. This is a chance to celebrate them. It's also a chance to celebrate our volunteers and 35 years of working cooperatively with the city."

The Stuhr Center, owned and operated by the Tualatin Hills Park & Recreation District, is at 5550 SW Hall Blvd., Beaverton. Named in honor of THPRD co-founder Elsie Stuhr, the center offers programs, classes and drop-in activities Monday through Saturday that are specifically designed for residents "55 and better."



# Elsie Stuhr Center celebrates 35 years

The Elsie Stuhr Center will celebrate 35 years of service to Beaverton seniors on Thursday, Feb. 18, from 1 to 2:30 p.m.

A slideshow of the center's history will be available for viewing during the celebration. The party will also include remarks by park district and city leaders, followed by birthday cake and ice cream and entertainment by magician Jeff Martin.

"This is a chance for us to celebrate who we are and what we do here," said Stuhr Center Supervisor LindaJo Enger. "For many people, this center is their lives. This is a chance to celebrate them. It's also a chance to celebrate our volunteers and 35 years of working cooperatively with the city."

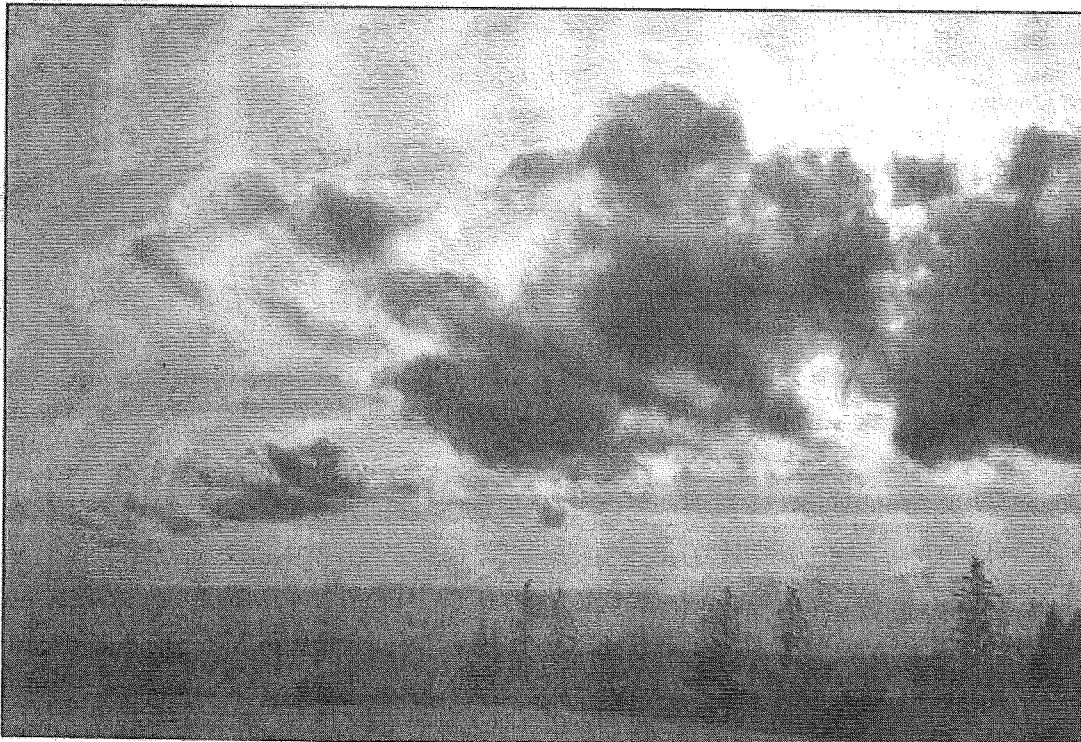
The Stuhr Center, owned and operated by the Tualatin Hills Park and Recreation District, is located at 5550 S.W. Hall Blvd. Named in honor of the park district's co-founder Elsie Stuhr, the center offers programs, classes and drop-in activities Monday through Saturday that are specifically designed for residents 55 and older.

Dedicated on Feb. 18, 1975, the center had a membership of 2,000 by the end of that year. Today, the center receives more than 130,000 visits annually.

The Stuhr Center's program offerings include health and fitness instruction, arts and crafts, social events and classes geared to the interests of seniors. Also available are group tour opportunities ranging from Oregon day trips to multi-day adventures in the United States and abroad. For more information, call the center at 503-629-6342.

The center is about to undergo the fourth renovation in its history: A project to enlarge the fitness room, expand and remodel the lobby and reception area, create 13 additional parking spaces and make structural upgrades. The north parking lot will be repaved with a sustainable, pervious material.

The \$1.5 million project is funded by the park district's November 2008 bond measure. Planning is under way and construction is set to begin in the spring of 2011.



## Heaven's gate

Sun and clouds created memorable interplay in the sky above Cooper Mountain Nature Park on Saturday afternoon. Cooper Mountain Nature Park, a Tualatin Hills Parks and Recreation facility located at 18892 S.W. Kemmer Road, will host an open house from 11 a.m. to 2 p.m. Sunday, Feb. 21.

Tualatin Hills Park and Recreation District

# Nature Mobile

helps kids explore the wild side

The Nature Mobile revved up its engine Monday to bring outdoor activities to two neighborhood parks.

The brightly painted truck's first stop was Fir Grove Park, where a team of Tualatin Hills Park and Recreation District staffers offered children ages 3 to 13 an array of games, crafts and activities to explore the great outdoors through the district's newest mobile education program.

"We've planned some really fun activities and gathered artifacts geared to spark the interest of kids who normally have no real contact or relationship with the great outdoors," said Elisa Joy Payne, nature connection program coordinator.

"Our hope is that these children create a connection to their natural environment, build respect for it and eventually the desire to protect and save it."

Students spent their Presidents' Day holiday learning about the indigenous animals that reside right in their own backyards.

They were encouraged to touch the soft pelts of a bobcat, beaver and other critters; learn how to identify

flowers growing in the park; and play games including a prey and predator version of red light, green light.

Even parents joined in the fun by decorating colorful animal masks as their children learned which creatures use camouflage to hide.

The fun continued as the Nature Mobile packed up and made a second stop in the afternoon at Autumn Ridge Park.

As soon as the doors to the truck opened, children playing in the park and neighborhood flocked to the scene to check out what was going on.

Adelle Petraitis, 4, and her 3-year-old sister Cecelia were among the kids to take part in the free activities, don fox masks and ask questions about local wildlife.

The Nature Mobile was a welcome surprise for the girls' mother, Shavaghn Petraitis, and grandfather, Duff Brandon, as well.

"It's nice that they are here," Shavaghn Petraitis said of the mobile classroom as she watched Brandon marvel at the softness of a fox pelt with his granddaughters.

The park district's Nature

Mobile will continue to visit schools, low-income apartments and parks during school breaks throughout the year.

Using crafts and hands-on activities, children will learn and make connections to the natural world outside their door, Payne said. Beyond that, they will also begin to appreciate their connection to nature and how it serves as a home to countless creatures.

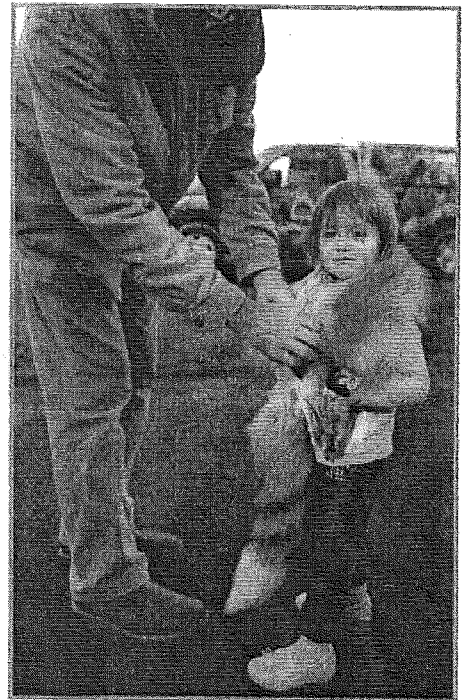
"Many of our Nature Mobile visitors lack opportunities to travel far from home," added Bruce Barbarasch, superintendent of natural resources for the park district. "By offering them a look into a different, natural world, they can develop an understanding of their environment in order to appreciate and preserve it."

"And for most children, it couldn't come at a better time to offset the doldrums during a long holiday weekend."

Community organizations are encouraged to call Elisa Joy Payne at 503-629-6350 to inquire about both free and fee-based programs or to schedule a Nature Mobile visit.



**CURIOUS CRITTERS** — Kylie Alto, 12, pretends to be a fox hunting a possum, played by her younger sister Taylor, during a prey and predator version of red light, green light. Below, Duff Brandon urges his granddaughter Cecelia Petraitis to feel the soft pelt of a fox, which is used to teach kids about native animals.



Photos by Jaime Valdez



**OregonLive.com**

Everything Oregon

## **Tualatin Hills Park and Recreation District seeking oversight committee volunteers**

**By Roger Gregory, The Oregonian**

February 18, 2010, 10:17AM

Tualatin Hills Park & Recreation District is recruiting volunteer applicants for its Citizens Oversight Committee now through Friday, March 19.

The purpose of the 12-member committee is to ensure delivery of the park district's overall bond measure obligations; they do not focus on specific projects or activities. The most recent measure, Park Bond Measure 34-156 for \$100 million, was approved by voters in November 2008.

Terms of service are two years, with members eligible for reappointments to two additional terms. The oversight committee meets at least twice per year. Applicants must be residents within the park district boundaries.

To obtain an application form, visit and print one from the Web site at **[www.thprd.org](http://www.thprd.org)**. Forms may also be requested by calling 503-645-6433, or visiting the district administration office in person at 15707 S.W. Walker Road.

**--Roger Gregory**

© 2010 OregonLive.com. All rights reserved.



## Park district board taking applications for bond oversight committee

Friday, February 19, 2010

### The Hillsboro Argus

Applications are being accepted through March 19 for six positions on the Tualatin Hills Park & Recreation District's Citizens Oversight Committee.

The committee's purpose is to ensure that the park district meets the objectives of its voter-approved \$100 million bond measure and uses the funds as planned. Members serve two-year terms and may be reappointed for two additional terms.

The committee has a capacity of 12 positions and meets at least two times per year. Members focus on delivery of the overall bond measure obligations, not specific projects or activities.

Those with interest in a committee position may obtain an application at the THPRD Administration Office, 15707 SW Walker Road, Beaverton, or online at [www.thprd.org](http://www.thprd.org), or request an application by calling 503-645-6433. Applicants must live within THPRD boundaries.

The THPRD Board will review applications and make initial appointments at their April 5 meeting.

Due to the complexities of bond implementation and the significant dollar amount associated with the measure, THPRD welcomes applications from professionals in real estate, finance, auditing, public budgeting, banking, general business and law. However, any district resident is eligible to apply.

©2010 Hillsboro Argus

# Park bond committee seeks folks

Applications are being accepted through March 19 for six positions on the Tualatin Hills Park and Recreation District's Citizens Oversight Committee.

The committee's purpose is to ensure that the park district meets the objectives of its voter-approved \$100 million bond measure and uses the funds as planned. Members serve two-year terms and may be reappointed for two additional terms.

The committee has a capacity of 12 positions and meets at least two times per year. Members focus on delivery of the overall bond measure obligations, not specific projects or activities.

Those with interest in a committee position may obtain an application at the Administration Office, 15707 S.W. Walker Road, or online at [www.thprd.org](http://www.thprd.org). Applicants must live within park district boundaries.

The THPRD Board will review applications and make initial appointments at its April 5 meeting.

Due to the complexities of bond implementation and the significant dollar amount associated with the measure, THPRD welcomes applications from professionals in real estate, finance, auditing, public budgeting, banking, general business and law.

Parks Bond Measure 34-156 was approved in November 2008 by voters within the district. The measure will provide funds for land acquisition and dozens of improvement projects focused on parks, trails, natural area preservation, athletic fields, expansions of the Elsie Stuhr Center and the Conestoga Recreation & Aquatic Center, and replacement and rehabilitation of aging facilities.