



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

**Board of Directors Regular Meeting
Tuesday, June 18, 2019**

**6:30 pm Executive Session
7:00 pm Regular Meeting**

**HMT Recreation Complex, Peg Ogilbee Dryland Meeting Room
15707 SW Walker Road, Beaverton**

AGENDA

1. Executive Session*
 - A. Land
2. Call Regular Meeting to Order
3. Action Resulting from Executive Session
4. Recognition of Outgoing Board Members
5. Presentation
 - A. [Proclamation: Parks and Recreation Month](#)
6. [Budget Hearing: Resolution Adopting the Fiscal Year 2019/20 Budget, Levying Taxes, and Making Appropriations](#)
 - A. Open Hearing
 - B. Staff Report
 - C. Public Comment**
 - D. Board Discussion
 - E. Close Hearing
 - F. Board Action
7. Audience Time**
8. Board Time
 - A. Committee Liaisons Update
9. Consent Agenda***
 - A. [Approve: Resolution Authorizing Issuance of Tax and Revenue Anticipation Notes for FY 2019/20](#)
 - B. [Approve: Resolution Amending District Compiled Policies Chapter 6 – Finance](#)
 - C. [Approve: Resolution Authorizing System Development Charge Indexed Rate Annual Cost Adjustment](#)
 - D. [Approve: Employment Agreement for the District General Manager](#)
 - E. [Approve: Intergovernmental Agreement with Clean Water Services for Bethany Lake Berm](#)
10. New Business
 - A. [Review: Integrated Pest Management](#)
 - B. [Approve: Cedar Grove Plaza Master Plan](#)
11. 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 & Recreation District. *Public Comment/Audience Time:** 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. 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 a board member requests to discuss a particular Consent Agenda item. The issue separately discussed will be voted on separately.

Free childcare during the meeting is available at the Athletic Center. To reserve a spot, please contact Dayna Dixon at 503-619-3861 or ddixon@thprd.org (or, contact the Athletic Center at 503-629-6330). In compliance with the Americans 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: June 13, 2019
TO: Board of Directors
FROM: Doug Menke, General Manager

RE: **Information Regarding the June 18, 2019 Board of Directors Meeting**

Agenda Item #5 – Presentation

A. Proclamation: Parks and Recreation Month

Attached please find a proclamation declaring the month of July as Parks and Recreation Month.

Agenda Item #6 – Budget Hearing: Resolution Adopting the Fiscal Year 2019/20 Budget, Levying Taxes and Making Appropriations

Enclosed please find a memo outlining the process for the budget hearing to adopt the Fiscal Year 2019/20 Budget.

Action Requested: Board of directors' approval of Resolution 2019-07 to adopt the 2019/20 budget, levy ad valorem taxes, and make appropriations.

Agenda Item #9 – Consent Agenda

Attached please find consent agenda items #9A-E for your review and approval.

Action Requested: Approve Consent Agenda Items #9A-E as submitted:

- A. Approve: Resolution Authorizing Issuance of Tax and Revenue Anticipation Notes for FY 2019/20**
- B. Approve: Resolution Amending District Compiled Policies Chapter 6 – Finance**
- C. Approve: Resolution Authorizing System Development Charge Indexed Rate Annual Cost Adjustment**
- D. Approve: Employment Agreement for the District General Manager**
- E. Approve: Intergovernmental Agreement with Clean Water Services for Bethany Lake Berm**

Agenda Item #10 – New Business

A. Integrated Pest Management

Attached please find a memo regarding the district's Integrated Pest Management strategy. Bruce Barbarasch, Nature & Trails Manager, and Mike Cero, Park Maintenance Supervisor, will be at your meeting to provide an overview of the memo and to answer any questions the board may have.

B. [Cedar Grove Plaza Master Plan](#)

Attached please find a memo presenting a preferred master plan for Cedar Grove Plaza. Gery Keck, Design & Development Manager, will be at your meeting to provide an overview of the memo and master plan, and to answer any questions the board may have.

Action requested: Board of directors' approval of the preferred master plan for the Cedar Grove Plaza.

Other Packet Enclosures

- [Newspaper Articles](#)



[5A]

TUALATIN HILLS PARK & RECREATION DISTRICT

PROCLAMATION

By the Board of Directors

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, and voters felt so strongly about the importance of parks and recreation that they voted in 1955 to establish Tualatin Hills Park & Recreation District to provide dedicated parks and recreation services; and

WHEREAS, our parks and recreation are vitally important to our quality of life, ensuring our health and wellness, and contributing to our economic and environmental well-being; and

WHEREAS, parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for people experiencing disabilities, and improve our mental, emotional and physical health; and

WHEREAS, parks and recreation programs are fundamental to the environmental well-being of our community; and

WHEREAS, parks and recreation programs provide the opportunity to build community and bring our incredibly diverse population together to share experiences, learn from each other, and build cross-cultural connections that strengthen the fabric of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect our natural habitats, improve the quality of the air we breathe, provide vegetative buffers, and preserve the ecological beauty of these areas for children and adults to connect with nature and recreate outdoors; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month;

NOW, THEREFORE, the Board of Directors of the Tualatin Hills Park & Recreation District does hereby declare the month of July 2019 as

Parks and Recreation Month

And do urge all those in the Tualatin Hills Park & Recreation District to support and promote this observance.

Signed this 18th day of June, 2019.

Ali Kavarianian, President

Felicita Montebianco, Secretary



MEMO

DATE: May 28, 2019
TO: Doug Menke, General Manager
FROM: Keith Hobson, Director of Business & Facilities
RE: **Budget Hearing: Resolution Adopting the Fiscal Year 2019/20 Budget, Levying Taxes, and Making Appropriations**

In accordance with Oregon Local Budget Law, the THPRD Board of Directors must conduct a public budget hearing on the approved budget prior to adopting the budget for the 2019/20 fiscal year. Also in accordance with Oregon Local Budget Law, a notice of this hearing and a summary of the approved budget have been published.

After conducting a budget hearing, the board needs to adopt the budget and take certain other actions relative to the 2019/20 fiscal year. The attached resolution takes the following actions as required by Oregon Local Budget Law:

Adopt the Budget

The budget, as approved by THPRD's Budget Committee, must be adopted by resolution no later than June 30, and needs to state the total amount of all budget requirements. After closing the budget hearing, the board may make limited adjustments to the approved budget prior to adoption, if necessary.

Levy Ad Valorem Taxes

Local governments that use ad valorem property taxes to balance their budgets must declare the tax amount or tax rate by resolution. Property taxes are imposed for the tax year on the assessed value of all taxable property within the park district.

Make Appropriations

The resolution includes a schedule of appropriations, based on the approved budget, which provides THPRD with the legal spending authority for the fiscal year.

This resolution has been reviewed by THPRD's legal counsel.

Action Requested

Board of directors' approval of Resolution 2019-07 to adopt the 2019/20 budget, levy ad valorem taxes, and make appropriations.

RESOLUTION NO. 2019-07

TUALATIN HILLS PARK & RECREATION DISTRICT, OREGON

A RESOLUTION CONSISTENT WITH THE REQUIREMENTS OF ORS 294.456 APPROVING A BUDGET, MAKING APPROPRIATIONS, DETERMINING, MAKING, DECLARING, ITEMIZING AND CATEGORIZING THE AD VALOREM PROPERTY TAX AMOUNTS AND RATES TO BE CERTIFIED TO THE WASHINGTON COUNTY ASSESSOR FOR FISCAL YEAR 2019/20 FOR THE TUALATIN HILLS PARK & RECREATION DISTRICT

WHEREAS, the Tualatin Hills Park & Recreation District (THPRD) must, consistent with the requirements of the Oregon Local Budget Law (ORS 294.305 to 294.565) prepare and adopt an annual budget; and

WHEREAS, THPRD has complied with the procedures set out in Oregon’s Local Budget Law for preparing the budget, involving the public, estimating revenues, expenditures and proposed ad valorem property taxes and outlining the programs and services provided by THPRD.

NOW THEREFORE, it is hereby resolved as follows:

Section 1. Budget Approved and Adopted. The THPRD Board of Directors hereby approves and adopts a budget for Fiscal Year 2019/20 in a total amount of \$130,450,053. A copy of the budget will be kept on file in THPRD’s Administration Office.

Section 2. Levy of Taxes. The THPRD Board of Directors hereby make the appropriations described in Section #3 below and determine, make and declare the ad valorem property tax amount provided for in the budget at the rate of \$1.3073 per \$1,000 of assessed value (AV) and a property tax of \$8,293,555 for bonded debt. Taxes are hereby imposed and categorized for Tax Year 2019/20 upon the assessed value of all taxable property within the boundaries of THPRD. The following allocations and categorization (subject to the limitations of OR. CONST. Article XI, Sec. 11b) make up the levy:

	Subject to the General Government Limitations	Excluded from Limitations
General Fund	\$1.3073 / \$1,000 AV	
Bonded Debt Fund		\$8,293,555

Section 3. Fiscal Year 2019/20 Appropriations. The amounts for the fiscal year

beginning July 1, 2019 and for the purposes shown below are hereby appropriated as follows:

General Fund

Board of Directors	\$ 267,956
Administration	\$ 2,891,689
Business & Facilities	\$22,853,208
Park & Recreation Services	\$23,001,621
Capital Outlay	\$20,017,227
Contingency	\$ 2,600,000
Transfers to Other Funds	\$ 4,768,000
TOTAL APPROPRIATIONS	<u>\$76,399,701</u>

Bonded Debt Fund

Bond Principal Payments	\$ 5,310,000
Bond Interest Payments	\$ 2,655,956
TOTAL APPROPRIATIONS	<u>\$ 7,965,956</u>

Systems Development Charge Fund

Capital Outlay	<u>\$31,413,770</u>
TOTAL APPROPRIATIONS	<u>\$31,413,770</u>

Maintenance Mitigation Fund

Materials and Services	<u>\$ 175,000</u>
TOTAL APPROPRIATIONS	<u>\$ 175,000</u>

Capital Replacement Reserve Fund

Capital Outlay	\$ 410,000
Ending Fund Balance	<u>\$ 4,250,000</u>
TOTAL APPROPRIATIONS	<u>\$ 4,660,000</u>

Bond Capital Projects Fund

Capital Outlay	<u>\$ 9,835,626</u>
TOTAL APPROPRIATIONS	<u>\$ 9,835,626</u>

Section 4. The Budget Officer, Keith D. Hobson, is hereby authorized consistent with the terms of ORS 310.060 to certify to the Washington County Clerk and Washington County Assessor the tax levy made by this resolution and shall file with the State Treasurer and the Division of Audits of the Secretary of State a true copy of the Budget

as finally adopted.

Section 5. This resolution takes effect on July 1, 2019.

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BOARD OF DIRECTORS APPROVAL: June 18, 2019

Ali Kavianian
President/Director

Felicita Monteblanco
Secretary/Director

Adoption and date attested by:

Jessica Collins
Recording Secretary



MEMO

DATE: May 23, 2019
TO: Doug Menke, General Manager
FROM: Keith Hobson, Director of Business & Facilities

RE: Resolution Authorizing Issuance of Tax and Revenue Anticipation Notes for FY 2019/20

Introduction

The attached resolution authorizes the issuance of up to \$3,000,000 of short-term borrowing, in the form of Tax and Revenue Anticipation Notes (TRANS), to finance THPRD's operating cash flow during the 2019/20 fiscal year.

Background

Due to timing of cash flow generated by annual property taxes, THPRD traditionally requires short-term borrowing at the beginning of the fiscal year to meet its operating needs. Traditionally, THPRD has utilized TRANS as the vehicle for this type of short-term borrowing.

The Approved 2019/20 Budget includes appropriations for the cost of the borrowing, issuance cost and interest.

Proposal Request

Staff are requesting approval of the attached resolution which provides the authorization to negotiate and execute the sale of the TRANS to provide THPRD's interim funding needs. This resolution will authorize the general manager, the director of Business & Facilities or the chief financial officer, as Authorized Officer, to establish the interest rate and negotiate and execute the sale of these notes. Preliminary staff investigation has determined the interest rate of the TRANS will be approximately 2.42%. This resolution has been reviewed by Mersereau and Shannon, THPRD's bond counsel.

Action Requested

Board of directors' approval of Resolution 2019-08 authorizing the issuance, sale, execution and delivery of Tax and Revenue Anticipation Notes in an amount not to exceed \$3,000,000, and related matters.

RESOLUTION 2019-08

A RESOLUTION OF THE TUALATIN HILLS PARK & RECREATION DISTRICT, WASHINGTON COUNTY, OREGON AUTHORIZING THE ISSUANCE, SALE, EXECUTION AND DELIVERY OF A TAX AND REVENUE ANTICIPATION NOTE, SERIES 2019, IN AN AMOUNT NOT TO EXCEED \$3,000,000, AND RELATED MATTERS.

The Board of Directors of Tualatin Hills Park & Recreation District, Washington County, Oregon (the "District"), determines as follows:

SECTION 1: FINDINGS

The Board of the District finds:

1. The District has or will adopt a budget for the 2019/20 fiscal year, providing for the collection of ad valorem property tax revenues and other revenues in an amount not less than \$3,750,000. Oregon law permits the issuance of a tax and revenue anticipation note in an amount which does not exceed 80% of the taxes or other revenues, except grant moneys, budgeted to be received during the period the tax and revenue anticipation note is outstanding, so long as the tax and revenue anticipation note matures no later than 13 months after the date of issuance. The District has or will certify a rate to the Assessor of Washington County, Oregon, in an amount that will produce not less than \$3,750,000 as ad valorem property taxes of the District for the 2019/20 fiscal year.
2. The District has or will provide for the issuance of a tax and revenue anticipation note in its duly adopted budget for the 2019/20 fiscal year.
3. It is in the best interest of the District to borrow money with the foregoing limitations, to meet current expenses by issuing its Tax and Revenue Anticipation Note, Series 2019, as provided in this resolution.

SECTION 2: NOTE AUTHORIZED

For the above purposes, the District shall issue an aggregate principal amount of not to exceed \$3,000,000 Tax and Revenue Anticipation Note, Series 2019 (the "Note") pursuant to ORS 287A.180. The Note shall be dated with the date specified by the Authorized Officer, shall mature not later than 13 months after the date of issuance, and shall bear interest payable at maturity at a rate to be established by the Authorized Officer. The Note may be issued as a single note, multiple notes or as a line of credit, shall be in denominations as specified in consultation with the purchaser of the Note and may be issued as a taxable or tax-exempt obligation.

SECTION 3: OPTIONAL PREPAYMENT

The Note shall be subject to optional prepayment prior to maturity as determined by the Authorized Officer and as permitted by the purchaser of the Note.

SECTION 4: PROVISION FOR PAYMENT OF NOTE AND SPECIAL ACCOUNT

The District covenants to budget and appropriate sufficient funds for the payment of the Note together with interest thereon to the date of maturity and payment of the Note. The District shall establish a separate Special Account to which the District shall deposit, by 30 days prior to the maturity date of the Note, ad valorem taxes or payment of revenues sufficient to pay the Note on their maturity date. Investment earnings, after full funding of principal and interest in the Special Account may be transferred to the District's general fund. For fiscal year 2019/20, the District shall appropriate as an interest expenditure, the interest due on the Note on maturity.

SECTION 5: SECURITY

The District's ad valorem property taxes subject to the limits of Article XI, Sections 11 and 11b of the Oregon Constitution and the full faith and credit of the District (including all legally available revenues in the District's General Fund) are hereby irrevocably pledged to the punctual payment of principal of and interest on the Note.

SECTION 6: NOTE PURCHASE AGREEMENT AND DISCOUNT

The General Manager, the Director of Business & Facilities, or the Chief Financial Officer (the "Authorized Officer"), is hereby authorized to negotiate and execute, on behalf of the District, a purchase agreement with the purchaser of the Note providing for the private negotiated sale of the Note. Any such agreement shall be consistent with the terms hereof and may allow for an origination fee. The terms of any such purchase agreement shall be binding upon the District when executed by the Authorized Officer.

SECTION 7: DEPOSIT OF PROCEEDS

The Note proceeds received by the District shall be deposited in the general fund of the District.

SECTION 8: FORM OF NOTE

The District may issue the Note as one or more typewritten notes or in the form of a line of credit and shall be in substantially the form approved by the Authorized Officer.

SECTION 9: EXECUTION

The Note shall be executed on behalf of the District with the manual signature of the Authorized Officer.

SECTION 10: TAX COVENANTS

If the Note is issued as a tax-exempt obligation, the District covenants for the benefit of the owners of the Note to comply with all provisions of the Internal Revenue Code of 1986, as amended (the "Code") which are required for Note interest to be excluded from gross income for federal income tax purposes, unless the District obtains an opinion of nationally recognized bond counsel that such compliance is not required for the interest paid on the Note to be so excluded. The District makes the following specific covenants with respect to the Code:

1. The District shall not take any action or omit any action, if it would cause the Note to become an "arbitrage bond" under Section 148 of the Code and shall pay any rebate to the United States which is required by Section 148(f) of the Code.

2. The District shall not use the proceeds of the Note in a fashion which would cause the Note to be a “private activity bond” within the meaning of Section 141 of the Code.
3. The covenants contained in this Section 10 and any covenants in the closing documents for the Note shall constitute contracts with the owners of the Note, and shall be enforceable by them.

SECTION 11: OTHER FEDERAL TAX MATTERS

If the Note is issued as a tax-exempt obligation, the Authorized Officer is hereby authorized to designate the Note for purposes of paragraph (3) of Section 265(b) of the Code as a “qualified tax-exempt obligation” so long as the Note does not constitute a private activity bond as defined in Section 141 of the Code, and that not more than \$10,000,000 aggregate principal amount of obligations, the interest on which is excludable under Section 103(a) of the Code from gross income for federal income tax purposes (excluding, however, private activity bonds other than qualified 501(c)(3) bonds) including the Note, have been or shall be issued by the District, including all subordinate entities of the District, if any, during the current calendar year in which the Note is issued.

If the Note is issued as a tax-exempt obligation, the Authorized Officer may enter into covenants on behalf of the District to protect the tax-exempt status of the Note.

SECTION 12: AUTHORITY OF AUTHORIZED OFFICER

The Authorized Officer is hereby authorized to enter into any agreements and to execute any documents or certificates which may be required to issue, sell and deliver the Note in accordance with this Resolution.

ADOPTED by the Board of Directors of Tualatin Hills Park & Recreation District, Washington County, Oregon at a regular meeting this 18th day of June, 2019.

TUALATIN HILLS PARK & RECREATION DISTRICT
WASHINGTON COUNTY, OREGON

By: _____
Ali Kavianian, President

By: _____
Felicita Monteblanco, Secretary

ATTEST:

By: _____
Jessica Collins, Recording Secretary



MEMO

DATE: May 23, 2019
TO: Doug Menke, General Manager
FROM: Keith Hobson, Director Business & Facilities

RE: **Resolution Amending District Compiled Policies Chapter 6 - Finance**

Introduction

The district's financial policy, as contained in Chapter 6 of the District Compiled Policies (DCP 6), needs to be updated to incorporate policies associated with the Capital Replacement Reserve Fund. DCP 6 was last updated on June 8, 2015, and did not include policies on funding and utilization of the Capital Replacement Reserve Fund.

Background

The district's financial policies contained in DCP 6.02 through 6.06 were developed in 2005 as part of the development of the Long-term Financial Plan (LTFP). The process used to develop these policies included an analysis of alternative working guidelines against established criteria. THPRD staff reviewed alternatives with the board to identify the preferred working guideline alternative to include in the policy.

In 2013 the district, working with GreenPlay, LLC, completed an update of the Comprehensive Plan. At that time, the district and GreenPlay, LLC completed the development of a resource allocation and cost recovery philosophy and model, and a service assessment and service portfolio. At the September 9, 2013 board of directors meeting, the board approved two reports that represented the outcome of these projects:

1. Comprehensive Plan Update
2. Service and Financial Sustainability Analysis

These reports contained a number of recommendations that were compiled into an updated Strategic Plan and a new Service and Financial Sustainability Plan. These plans were adopted by the board of directors at their December 9, 2013 meeting.

The Service and Financial Sustainability Plan contained recommendations related to the development of a capital replacement reserve, specifically:

- **Goal 2 – Establish a sinking fund for life cycle repair/replacement projects**

For the last four fiscal years, the district has budgeted for, and implemented the creation of the capital replacement reserve with funding levels at \$850,000 a year, resulting in a reserve balance of \$3,400,000. In the Proposed 2019/20 Budget, the reserve fund is being transferred from the general fund, to a segregated fund.

At the May 14, 2019 board meeting, staff presented the alternatives assessment, in which the options for the policy and associated working guidelines were evaluated and discussed by the

board, and based upon recommendations from that discussion, staff has prepared an updated policy for consideration.

Proposed Policies and Working Guidelines

The proposed policies and working guidelines for the Capital Replacement Reserve Fund are included in Exhibit A. Policies and guidelines are intended to work together as follows:

- Policies are intended to make a broad statement of purpose. Included are policy statements that are intended to address the policy questions that are related to the Capital Replacement Reserve.
- Working Guidelines are intended to provide specificity to the policy statement.

The proposed policies include the following:

- Establishment of the reserve fund
- Funding of the reserves
- Use of the reserves

Staff is requesting board of directors' approval of the attached resolution, No. 2019-09, which amends DCP 6 to include the policies and working guidelines regarding funding and utilization of the Capital Replacement Reserve Fund.

Benefits of Proposal

The proposed amendment to DCP 6 updates the district policies to include policies for administering the Capital Replacement Reserve Fund, which is being established as a separate fund in the 2019/20 budget. Clear financial policies are a financial management best practice and will provide clear direction on the board's intent for the management of this fund.

Potential Downside of Proposal

There is no apparent downside to this proposal.

Action Requested

Board of directors' approval of Resolution No. 2019-09, amending District Compiled Policies Chapter 6 - Finance.

RESOLUTION NO. 2019-09

TUALATIN HILLS PARK & RECREATION DISTRICT, OREGON

A RESOLUTION APPROVING DISTRICT COMPILED POLICIES CHAPTER SIX,
AS AMENDED

WHEREAS, The Tualatin Hills Park & Recreation District (District) board adopted District Compiled Policies (DCP) Chapter 6 on April 6, 2009 and amended Chapter 6 on June 8, 2015;

WHEREAS, The District board desires to amend sections of DCP Chapter 6 concerning District Finance;
and

WHEREAS, The amendments to Chapter 6 amend provisions relating to Capital Replacement Reserve Fund.

THE TUALATIN HILLS PARK & RECREATION DISTRICT RESOLVES AS FOLLOWS:

Section 1. The DCP Chapter 6, as amended and attached as Exhibit A to this resolution is adopted. This new Chapter 6 replaces the Chapter previously adopted by the Board on April 6, 2009 and amended on June 8, 2015.

Section 2. This resolution takes effect immediately upon adoption.

Approved and adopted on June 18, 2019 by the Board of Directors of the Tualatin Hills Park & Recreation District.

Ali Kavianian, President

Felicita Montebianco, Secretary

ATTEST:

Jessica Collins, Recording Secretary

DISTRICT COMPILED POLICIES

CHAPTER 6 – FINANCE

6.01 Fees and Charges

- (A) The manager will establish fees for District services based on policy guidelines established by the Board. These policy guidelines include:
- (1) Fees will be calculated to achieve the desired level of cost recovery based on direct cost for each service type.
 - (2) Fees will be established for out-of-district users of District services that are equitable with fees for District residents recognizing the contribution made by District residents through property taxes.
 - (3) Appropriate fee discounts will be established for select user groups including seniors, youth, patrons with disabilities, and the military. Only District residents will be eligible for fee discounts. Only one discount may be applied to each fee.
 - (4) The “THPRD Scholarship Program” will provide accommodation for low-income District residents in the form of a limited amount of user fee waivers.
 - (5) Fees will periodically be compared against similar fees for both public and private sector providers.
 - (6) Fees will be adjusted and implemented, as necessary, to ensure continued equity, consistency and fairness.
- (B) The Board will review District fee policy as needed to ensure fees are in line with these guidelines.

6.02 Debt Policies

- (A) The District use of non-general obligation supported debt should not negatively impact future operations.

Working Guidelines: The District should not issue any new non-general obligation debt until other financial targets are met, unless the source of future annual debt service is identified, with preference toward using debt for projects that provide cost savings or revenue enhancements.

- (B) The District use of non-general obligation debt should provide an appropriate matching of the benefits provided to the cost of the debt service.

DISTRICT COMPILED POLICIES

- (1) Working Guidelines – use of debt: *Non-general obligation debt should be used for projects that provide savings or revenue enhancements that meet or exceed the debt service costs, and for land acquisition or capital improvements. Non-general obligation debt may be used to finance capital replacements in an emergency situation.*
- (2) Working Guidelines – term of debt: *The term of non-general obligation debt should not exceed 100% of the weighted average life of the projects being funded.*

6.03 Minimum Fund Balances / Reserves

- (A) The District should maintain an appropriate level of ending fund balance in the General Operating Fund to provide financial stability and minimize service disruptions.

Working Guidelines: The District should maintain ending general operating fund balance levels of 10 percent of operating expenses. In any year in which the District is not at the targeted fund level, the budgeted contingency or unappropriated ending fund balance will be increased by 1% of property tax revenues.

- (B) The District should measure its obligation for replacement of assets and ensure that replacements are managed in a manner that does not negatively impact District services.
 - (1) Working Guidelines – measurement of replacement obligation: *The District should measure the replacement obligation based on deferred replacements (i.e. backlog) for both major and routine replacements plus percentage of life used for major replacements.*
 - (2) Working Guidelines – prioritization of maintenance replacements funding: *The District should priority fund all major items replacements (subject to condition of asset deferrals) a minimum of \$350,000 of routine replacements, and fund the balance of routine replacements based on available funding.*

6.04 Cost Recovery

- (A) The District should establish consistent guidelines to measure the full cost of District programs and capital projects.
 - (1) Working Guidelines – operating programs: *The District will measure the cost of providing services for both the direct cost and indirect cost. The direct cost includes all the specific identifiable expenses (fixed and*

DISTRICT COMPILED POLICIES

variable) associated with providing a service, program or facility; these costs would not exist without the service or program. The indirect cost encompasses overhead (fixed and variable) including the administrative cost of the District; these costs would exist without any of the specific services or programs.

- (2) Working Guidelines – capital projects: *The District should measure the cost of capital projects based on the direct external cost plus the full cost (including indirect cost allocations) of District staff time to manage the projects.*

- (B) The District should maintain fee policies that utilize the measurement of cost recovery / subsidy of District programs subject to other District goals.

Working Guidelines: The desired level of cost recovery of direct costs will be based on the level of public versus private benefit the service provides as sorted by into five tiers:

- a. Tier 5, mostly individual benefit, will have desired cost recovery of 200%,*
- b. Tier 4, considerable individual benefit, will have desired cost recovery of 150%,*
- c. Tier 3, individual and community benefit, will have desired cost recovery of 100%.*
- d. Tier 2, considerable community benefit, will have desired cost recovery of 75%,*
- e. And Tier 1, mostly community benefit, will have little to no cost recovery from fees.*

Categories of District services have been sorted and assigned a cost recovery tier through the Service and Financial Sustainability Assessment. Service categories can move between tiers, if necessary, but only upon completion of an established review process with criteria consistent with those that drove the initial tier assignment.

- (C) The District should recognize cost recovery of internal support functions for activities funded by special or restricted funds to ensure that there are no hidden interfund subsidies.

Working Guidelines: The District should charge the cost of staff support to capital projects, and should recognize an interfund reimbursement so that all capital costs are borne by the capital projects fund.

6.05 Cost / Benefit Analysis

The District should establish a consistent methodology of measuring cost / benefit analysis that can be used for proposed capital expansion or acquisitions.

DISTRICT COMPILED POLICIES

Working Guidelines: *The District should assess cost / benefit based on net present value of net financial returns using a discount rate equal to the District current borrowing rate.*

6.06 Financial Goal Measurement

- (A) The District should establish, through the long-term financial planning process, financial goals and strategies and should periodically review these goals and strategies.

Working Guidelines: *The District should review the goals and strategies annually as part of the Board of Directors annual goals and objectives.*

- (B) The District should periodically measure progress toward financial goals.

Working Guidelines: *The District should develop an annual reporting process for measuring progress toward financial goals.*

6.07 Capital Replacement Reserve Fund

- (A) The District will create and maintain a separate Capital Replacement Reserve Fund for the purpose of funding life cycle repair/replacement projects for the District's capital assets (Goal 2 from the District's Service and Financial Sustainability Plan, 2013).

- (B) The District will establish a target funding level for the reserve fund that is adequate to fund identified replacements as they come due.

(1) Working Guidelines – funding level: *The reserve fund target funding level should be based on the aggregate cost of replacement multiplied by the percentage of asset life expired as of the date of the target calculation.*

(2) Working Guidelines – target funding: *The assets to be used to calculate the reserve fund target funding level will be all assets that the District classifies as Major Replacements assets.*

- (C) The District will fund the Capital Reserve fund using general operating revenues at an amount necessary to maintain the funding target.

(1) Working Guidelines – Funding to target: *Until the Capital Reserve fund is funded at the reserve fund target funding level, the District will transfer funds*

DISTRICT COMPILED POLICIES

into the reserve fund at an amount sufficient to reach the reserve fund target funding level by the end of fiscal year 2024/25. Funding of the reserve will be not less than a net of \$850,000 each fiscal year.

- (2) Working Guidelines – Funding after meeting target: *Once the Capital Reserve fund is funded at the Target funding level, the District will fund the reserve at an annual amount necessary to maintain the balance at the reserve fund target funding level.*

- (D) The District will utilize replacement funds to fund replacements included in the target balance calculation.
 - (1) Working Guidelines: *The capital replacement reserve will cover the full cost of the applicable asset replacement, even if the actual cost exceeds the amount set aside in the reserve.*

 - (2) Working Guidelines: *The timing of actual replacements using replacement reserve funds will be based on an actual condition of asset assessment, and not solely based on an estimated useful life.*

 - (3) Working Guidelines: *The capital replacement reserve fund can only be expended for the replacement of assets in the target balance calculation.*

- (E) Any use of the replacement reserve fund that exceeds the funded balance for that item will be repaid to the reserve by the general fund.
 - (1) Working Guidelines: *Repayment of an excess payment by the reserve fund will be established each year through the budget process.*



MEMO

DATE: June 3, 2019
TO: Doug Menke, General Manager
FROM: Keith Hobson, Director of Business and Facilities

RE: **Resolution Approving System Development Charge Annual Cost Adjustment**

Introduction

Staff is seeking board approval of a resolution to approve the System Development Charge (SDC) annual cost adjustment for 2019, and direct staff to coordinate with Washington County and the City of Beaverton to implement the adjusted fees effective August 1, 2019.

Background

At the board meeting on June 11, 2019, staff introduced the most recent SDC annual index calculation. The adjustment factors are noted below:

Land Value	$5.27\% \times 0.50 = 2.64\%$
Construction Costs	<u>$+ 0.80\% \times 0.50 = 0.40\%$</u>
	$100\% = 3.04\%$

The following table shows the impact of implementing the annual adjustment index.

Tualatin Hills Park & Recreation			
2018 System Development Charge Annual Adjustment - Implementation Analysis			
Category/Area	Current SDCs	Index-Based Adjustment	Potential New Fee for 2019
Districtwide			
Single Family Residential	\$11,545	\$350	\$11,895
Multi-Family residential	\$9,214	\$280	\$9,494
New Employee	\$385	\$12	\$397
ADU	\$6,576	\$200	\$6,776
Senior Housing	\$6,803	\$206	\$7,010
South Cooper Mountain			
Single Family Residential	\$13,495	\$410	\$13,905
Multi-Family residential	\$10,770	\$327	\$11,097
New Employee	\$385	\$12	\$397
ADU	\$7,687	\$233	\$7,920
Senior Housing	\$7,952	\$241	\$8,193

Tualatin Hills Park & Recreation 2018 System Development Charge Annual Adjustment - Implementation Analysis			
Bonny Slope West			
Single Family Residential	\$13,672	\$415	\$14,087
Multi-Family residential	\$10,910	\$331	\$11,241
New Employee	\$385	\$12	\$397
ADU	\$7,788	\$236	\$8,024
Senior Housing	\$8,056	\$244	\$8,300
North Bethany			
Single Family Residential	\$13,115	\$398	\$13,513
Multi-Family residential	\$10,467	\$318	\$10,785
New Employee	\$385	\$12	\$397
ADU	\$7,700	\$234	\$7,934
Senior Housing	\$7,965	\$242	\$8,207

*Adopted rate in 2016 was implemented at 3% reduction (Full rates = \$13,931 SF and \$11,118 MF)

A comparison of the current and adjusted rates (to the 2019 index) to rates throughout the region is included on Attachment A.

Proposal Request

Staff requests that the board of directors approve Resolution No. 2019-10 approving the System Development Charge (SDC) annual cost adjustment for 2019, and direct staff to coordinate with Washington County and the City of Beaverton to implement the adjusted fees effective August 1, 2019. The attached resolution has been reviewed and approved by district legal counsel.

Benefits of Proposal

The recommended annual rate adjustment, as prescribed by THPRD’s adopted SDC methodology, allows the SDC rates to keep up with inflationary increases to land and construction costs. The proposed increased SDC rate will help pay for capacity improvements and additional park and trail projects in the future.

Potential Downside of Proposal

There appears to be no downside to this proposal. The moderate increase in rates appears to reflect the current status of the economy and the development community.

Action Requested

Staff is requesting board approval of the staff recommendation to increase the System Development Charge (SDC) rates, adopt Resolution No. 2019-10, and direct staff to coordinate with Washington County and the City of Beaverton to implement the adjusted fees effective August 1, 2019.

Park SDCs Around the Metro Region

	Single-Family	Multi-Family
Hillsboro - South Hillsboro (with LID/without LID)	\$13,010/\$15,079	\$11,883/\$13,651
Portland* (>2,200sf house)	\$11,570 - \$14,615	\$11,570 - \$14,616
THPRD - Bonny Slope West	\$14,087	\$11,241
THPRD - South Cooper Mountain Area	\$13,905	\$11,097
Lake Oswego	\$13,595	\$7,562
THPRD - North Bethany	\$13,513	\$10,785
Portland* (1,700-2,199sf house)	\$10,451 - \$13,217	\$10,451 - \$13,218
THPRD - Base	\$11,895	\$9,494
Portland* (1,200-1,699sf house)	\$9,204 - \$11,641	\$9,204 - \$11,642
Portland* (700-1,199sf house)	\$7,656 - \$9,682	\$7,656 - \$9,683
Tigard - River Terrace	\$8,534	\$6,270
Tigard	\$8,097	\$5,941
Sherwood	\$7,921	\$5,945
Gresham - Springwater	\$7,095	\$7,095
Portland* (<700sf house)	\$5,118 - \$6,472	\$5,118 - \$6,473
Clackamas County - West of I-205	\$6,760	\$5,842
Clackamas County - East of I-205 & Sunnyside Village	\$6,075	\$5,290
Tualatin	\$5,973	\$5,973
Canby	\$5,672	\$5,905
Gresham - Pleasant Valley	\$5,533	\$5,533
Oregon City	\$5,411	\$4,280
Hillsboro	\$5,288	\$5,288
Gresham	\$4,086	\$4,086
Milwaukie	\$3,985	\$3,608

*Portland SDC rates effective July 1, 2019; Lower end of range = Central City; upper end of range = non-central city

RESOLUTION NO. 2019-10

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
TUALATIN HILLS PARK & RECREATION DISTRICT
APPROVING SYSTEM DEVELOPMENT CHARGE ANNUAL COST
ADJUSTMENT**

WHEREAS, the Tualatin Hills Park & Recreation District (THPRD) has by resolution (dated and signed November 17, 1998) adopted a System Development Charge (SDC) (hereinafter the “SDC Resolution”); and

WHEREAS, the THPRD board approved the SDC Administrative Procedures Guide (SDC APG) on November 14, 2017; and

WHEREAS, Section 4(f) of the SDC Resolution and Section 4.B of the SDC APG provide for the annual adjustment of SDCs based on adopted cost indexes to account for changes in the costs of acquiring land and constructing park and recreation facilities; and

WHEREAS, the THPRD board adopted the current SDC methodology by Resolution No. 2016-06; and

WHEREAS, annual review of the district’s SDC rates in light of applicable cost indexes is appropriate at this time.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TUALATIN HILLS PARK & RECREATION DISTRICT:

Section 1. Pursuant to Section 4(f) of the SDC Resolution and Section 4.B. of the SDC APG, the following SDC annual cost adjustment, is hereby approved:

Land Value	$5.27\% \times 0.50 = 2.64\%$
Construction Costs	$+ 0.80\% \times 0.50 = 0.40\%$
	<hr/>
	100% = 3.04%

Section 2. The adjustment shall increase Tualatin Hills Park & Recreation District’s SDCs using the SDC methodology set forth under Resolution No. 2016-06 as follows:

Tualatin Hills Park & Recreation 2018 System Development Charge Annual Adjustment - Implementation Analysis			
Category/Area	Current SDCs	Index-Based Adjustment	New Fee for 2019
Districtwide			
Single Family Residential	\$11,545	\$350	\$11,895
Multi-Family residential	\$9,214	\$280	\$9,494
New Employee	\$385	\$12	\$397
ADU	\$6,576	\$200	\$6,776
Senior Housing	\$6,803	\$206	\$7,010
South Cooper Mountain			
Single Family Residential	\$13,495	\$410	\$13,905
Multi-Family residential	\$10,770	\$327	\$11,097
New Employee	\$385	\$12	\$397
ADU	\$7,687	\$233	\$7,920
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Multi-Family residential	\$10,467	\$318	\$10,785
New Employee	\$385	\$12	\$397
ADU	\$7,700	\$234	\$7,934
Senior Housing	\$7,965	\$242	\$8,207

*Adopted rate in 2016 was implemented at 3% reduction (Full rates = \$13,931 SF and \$11,118 MF)

Section 3. This resolution shall be effective August 1, 2019 to allow Washington County and the City of Beaverton time to implement the adjustment.

Adopted this 18th day of June 2019.

TUALATIN HILLS PARK &
RECREATION DISTRICT

Ali Kavarianian, President

Felicita Montebianco, Secretary

Adoption and date attested by:

Jessica Collins, Recording Secretary



MEMO

DATE: June 13, 2019
TO: The Board of Directors
FROM: Doug Menke, General Manager

RE: **Employment Agreement for the District General Manager**

On your consent agenda for consideration at the June 18, 2019 meeting is a request to approve an amended employment agreement for myself. This employment agreement would take effect on July 1, 2019.

Action Requested

Board of directors' approval of the employment agreement for General Manager Doug Menke.

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is effective as of July 1, 2019 by and between the **TUALATIN HILLS PARK & RECREATION DISTRICT**, a park and recreation district organized under ORS chapter 266 (the “District”), and **DOUG MENKE** (the “General Manager”), collectively the “parties”.

RECITALS:

A. The District desires to continue to employ Doug Menke as the General Manager and to establish by this Agreement the terms and conditions of continued employment of Doug Menke as the District’s General Manager.

B. Doug Menke desires to continue to be employed as the General Manager of the District according to the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of Doug Menke’s employment with the District pursuant to the terms, conditions, and covenants as set forth below, the parties agree as follows:

1. Duties. The District shall continue to employ Doug Menke as the General Manager, responsible for the management and operations of the District. Doug Menke agrees to perform the functions and duties of the General Manager as specified in the Job Description for the General Manager, attached hereto as Exhibit A and fully incorporated into this Agreement. The General Manager further agrees to perform his duties consistent with District policies and procedures, rules and regulations, and as prescribed or assigned by the Board of Directors of the District periodically. The Board of Directors vests in the General Manager the day-to-day management of District operations, and reserves to itself sole policy-making authority including but not limited to, personnel, budget, and financial policies.

2. Term of Agreement. The current General Manager’s Employment Agreement will expire on December 31, 2019. This Agreement will be in effect, unless specifically extended or terminated as provided herein, for a period of three (3) years from July 1, 2019 through June 30, 2022.

3. Renewal. Subject to the provisions in Section 10, this Agreement automatically renews for one additional three year term on the same terms and conditions found in this Agreement unless terminated in writing by either party at least thirty (30) days in advance of the expiration date (i.e., not later than June 30, 2022). The District and General Manager also have the right to terminate the Agreement consistent with and subject to Section 10 below.

4. No Term of Employment. Notwithstanding the term of this Agreement, the employment relationship between the parties is at-will. The District may terminate the General

Manager's employment at any time for any lawful reason or for no reason at all, subject to the provisions of this Agreement. Similarly, the General Manager may resign his employment at any time, subject to the provisions of this Agreement.

5. Outside Employment. Subject to prior approval of the District Board, and consistent with the limitations of state law governing use of public office for personal financial gain, the General Manager may engage in outside employment, provided that the outside employment:

- a) In no way detracts from the efficiency of the General Manager while performing his District work.
- b) Does not occur during the normal business hours of the District and in no way interferes with the General Manager's ability to effectively discharge his assigned duties and responsibilities.
- c) In no way discredits the District.
- d) In no way constitutes a conflicting interest with the General Manager's employment at the District.

6. Hours of Work. The General Manager shall determine his hours of work so as to be available to the public on a predictable and regular basis and so as to accomplish the goals and tasks directed by the Board of Directors. The General Manager is salaried and exempt from overtime compensation.

7. Annual Performance Evaluation. The Board of Directors shall meet with the General Manager annually in conjunction with the District's annual goal setting and budget process to evaluate and assess the performance of the General Manager. In the event that the District determines that the performance of the General Manager is unsatisfactory in any respect or needs improvement in any area, the Board of Directors shall describe those concerns in reasonable detail and as objectively as practicable. Failure to improve performance or otherwise cure such deficiencies can be grounds for Termination for Cause as set forth below in Section 10(b).

8. Compensation. Commencing on the effective date of this Agreement, the District shall pay the General Manager for services rendered an annual base salary to be determined by the Board in its discretion and reflected in adopted Board action in the General Manager's personnel file. In addition, the District, at its discretion, may award the General Manager some, none, or all of an annual bonus based on the Board's assessment of the General Manager's performance in the preceding fiscal year. The bonus, at the boards discretion, may be paid as cash compensation, a contribution to the District's 401(a) defined contribution plan on behalf of General Manager, or a combination thereof. The timing and amount of contributions to the

District 401(a) plan will be subject limitations established under the internal revenue code and the District's plan agreement. The Board will review the base salary, potential bonus, merit increases and other benefits available to the General Manager at the time of the General Manager's annual performance review.

9. Benefits. The General Manager shall be eligible to participate in all employee pension and welfare benefit plans and programs made available and as hereafter may be provided to regular District employees generally per the Employee Handbook, including but not limited to the following fringe benefits: health insurance programs covering medical insurance, dental insurance, life insurance, and long term disability; retirement benefits pursuant to the group annuity contract and deferred compensation plan; vacation; and sick leave.

10. Termination and Severance. The General Manager's employment is at-will meaning that the General Manager can be terminated at any time, including before expiration of the initial or any subsequent term of this Agreement as covered by Section 3 above in which event the General Manager's duties, obligations, compensation and benefits terminate except as specified below:

a. Termination Without Cause. The General Manager's employment may be terminated by either District or the General Manager for any reason whatsoever upon the giving of thirty (30) calendar days' written notice to the other party. During the notice period, the General Manager must continue to fulfill all of his duties and responsibilities and use his best efforts to aid in the transition to any replacement. However, nothing herein shall require the District to maintain General Manager in active employment during the notification period. Regardless of whether the General Manager remains in active employment, he shall be entitled to receive his salary and benefits during the thirty (30) day notice period unless he engages in conduct that would give rise to Termination for Cause as defined below.

b. Termination for Cause. The General Manager's employment may be terminated immediately in the sole discretion of the District acting by and through the District Board upon the occurrence of any one of the following events:

i. The General Manager willfully and/or continuously fails or is negligent in the performance of his duties, or refuses to comply with the policies, standards and regulations of the District or Board directives as are established periodically. The Board of Directors has the discretion, but not the requirement, to allow the General Manager to remedy such misconduct or negligence to the Board's reasonable satisfaction within thirty (30) calendar days after written notice, including a description of the misconduct or negligence, has been delivered to the General Manager by the Board.

ii. The General Manager has committed acts of fraud, dishonesty, misappropriation of funds or other District assets, intentional deception of the Board or other authority, embezzlement, or other crimes, or otherwise engaged in misconduct or fraternization reflecting poorly, in the sole determination of the Board, on the General Manager or the District; or

iii. The General Manager has violated any material term of this Agreement.

c. Severance Upon Termination Without Cause. In the event the General Manager is involuntarily terminated by the District without cause per Section 10(a) before expiration of any three year term of this Agreement and then upon the execution of a mutual release and waiver of any and all potential claims by the parties against each other, District agrees to and will pay the General Manager twelve (12) months of base salary computed based upon the General Manager's then current annual base salary. This amount shall be payable by the District to the General Manager either as a lump sum or in equal monthly allotments over twelve (12) months subject to mutual agreement by the District and the General Manager. In addition, solely during the twelve (12) month period immediately following termination without cause, the District shall enable the General Manager to continue to receive those District medical, dental, long-term disability insurance and life insurance benefits that the General Manager was eligible for and received immediately prior to termination, provided that during the twelve (12) month period the General Manager continues to pay to the District or the other relevant parties the appropriate deductibles, co-payments, and benefit plan participation fees required of District employees. If terminated for cause under Section 10(b) of this Agreement, or if the General Manager voluntarily resigns under Section 10(d) of this Agreement, then the District shall have no obligation to provide for or pay any severance payment and the District shall have no obligation to provide the General Manager with any continuing benefits of any kind. If, within the twelve (12) month period following termination without cause, the General Manager accepts a new job or position with an organization that provides some or all of the aforementioned benefits then the General Manager's eligibility to continue to receive severance payments, medical, dental, long-term disability insurance, and life insurance benefits from the District for the remainder of the twelve (12) month period shall immediately cease.

d. Voluntary Resignation. If the General Manager voluntarily resigns his employment and thereby terminates this Agreement before the expiration of the three year term of the Agreement or any subsequent three year renewal period, then in order to resign in good standing the General Manager shall give the District at least thirty (30) calendar days' notice.

e. Termination by Death or Disability. The General Manager's employment and right to compensation and other benefits under this Agreement shall terminate if the General Manager is unable to perform the duties and responsibilities of his position due to health or disability in excess of ninety (90) calendar days unless otherwise required by law. The General Manager's heirs, beneficiaries, successors, or assignees shall not be entitled to any of the compensation benefits to which the General Manager is entitled under this Agreement except: (i) to the extent required by law; and (ii) to the extent a benefit plan, by its terms, provides otherwise.

11. Reimbursement of District-Related Business Expenses. The District shall reimburse the General Manager for reasonable expenses of a non-personal and District-related nature under the same terms and conditions that apply to reimbursement of district-related business expenses of other District management employees. At the request of the Board, the General Manager shall submitting a written accounting of such reimbursed expenses.

12. Professional Growth of General Manager. The District encourages the continuing professional growth of General Manager through:

- a. Membership and/or participation in the operations, programs, and other activities conducted or sponsored by local, state, and national park and recreation advocacy and professional groups;
- b. Membership in relevant community organizations.
- c. Attendance at relevant training seminars and courses offered by public or private entities; and
- d. Subscriptions to relevant professional publication.

The District will permit a reasonable amount of release time for the General Manager to attend to such matters and pay for the necessary subscriptions, memberships, tuition, travel, food, and lodging expenses. Such professional growth expenses will be limited to amounts budgeted for that purpose in General Manager's budget. The General Manager shall document and account for such professional growth expenses under the same terms and conditions that apply to other District management employees. No later than July 31 of each year, the General Manager will prepare and share with the Board a tentative calendar indicating planned professional travel and vacation time. The General Manager will alert the Board President of any subsequent changes. The General Manager will notify the Board in advance of any out-of-state travel. The General Manager will report to the Board regarding the General Manager's activities upon return to the District from any out-of-state professional travel.

13. Retention Incentive. Upon completion by General Manager of three full years of service under this Agreement (June 30, 2022), the District shall make a one-time payment to the

General Manager in the amount of 20% of the General Manager's then current annual base salary. In the event that the District or the General Manager exercises their respective rights to terminate this Agreement pursuant to Section 10 of the Agreement prior to completion of the three full years of service, the District shall be released from its obligation to make this payment.

14. Entire Agreement. Except as set forth herein, this Agreement represents the entire agreement and understanding between the parties regarding its subject matter, and supersedes and replaces any and all prior agreements, whether written or oral, formal or informal, regarding its subject matter. This provision is not intended to limit the application of otherwise applicable District policies or requirements.

15. Amendments. This Agreement only may be amended by written agreement executed by and delivered to both parties.

16. Waiver. No waiver of any provision of this Agreement shall be valid unless in writing, signed by the party against whom the waiver is sought to be enforced. The waiver of any breach of this Agreement or failure to enforce any provision of this Agreement shall not constitute a waiver of any subsequent breach.

17. Governing Law. This Agreement shall be construed with and governed by the laws of the State of Oregon.

18. Mediation. Should any dispute arise between the parties regarding the terms of this Agreement or work or services covered thereby, it is agreed that such dispute is required to be submitted to a mediator prior to arbitration. The parties shall exercise good faith efforts to select a mediator. The mediator shall be compensated by the District. Mediation will be conducted in Portland, Oregon, unless both parties agree otherwise. Both parties agree to exercise good faith efforts to resolve disputes covered by this section through this mediation process. If either party requests mediation under the terms of this agreement, and the other party fails to respond within ten calendar days, or if the parties fail to agree on a mediator within ten calendar days, a mediator shall be appointed by the presiding judge of the Washington County Circuit Court upon request of either party.

19. Arbitration. In the event the parties have a dispute concerning the terms of this Agreement or the terms and conditions of the employment relationship (and they have not otherwise resolved the matter through the mediation process set out in subsection (17) above) then the dispute shall be resolved by submitting it to binding arbitration.

1. Within thirty (30) calendar days of a notice by either party to the other requesting arbitration, District and General Manager shall select an arbitrator from a list of three (3) names obtained from Arbitration Services of Portland, Inc. (ASP). The arbitrator shall for purposes of the arbitration proceedings, apply the rules of mandatory arbitration as adopted by the ASP in effect at the time of the arbitration. The arbitrator shall not have the authority to change, modify or otherwise fail to adhere to the provisions of this Employment Agreement.

2. Within sixty (60) calendar days of the selection or appointment of the arbitrator, both the District and the General Manager shall concurrently submit to the arbitrator (each supplying a copy to the other) a written statement of their respective legal and factual positions on the dispute. The arbitrator shall determine, after a hearing on the merits and within forty-five (45) calendar days after receipt of the statements, the determination of the dispute which determination shall be final and binding unless the arbitrator has exceeded his/her authority and/or jurisdiction.
3. Each party shall bear equally the expense of the arbitrator and all other expenses of conducting the arbitration. Each party shall bear its own expenses for witnesses, depositions and attorneys in any arbitration or any other action arising out of or related to this Agreement or the terms and conditions of the employment relationship. The prevailing party may not seek reimbursement of its expenses from the other party.

20. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from the Agreement and the other provisions shall remain in full force and effect.

21. Terms. The terms of this Agreement are contractual in nature, and are not to be construed as mere recitals.

22. Personal Nature. This Agreement is a contract for personal services and may not be assigned in whole or part by the General Manager.

23. Notices. All notices, requests, demands, and other communications required by this Agreement shall be in writing and shall be delivered by any method, which provides for proof of delivery, to the respective parties at the addresses provided below:

Doug Menke
565 NW 167th Avenue
Beaverton, OR 97006

Board of Directors
Tualatin Hills Park & Recreation District
15707 SW Walker Road
Beaverton, OR 97006

Dated this ____ day of _____, 2019.

Doug Menke

Dated this ____ day of _____, 2019.

TUALATIN HILLS PARK &
RECREATION DISTRICT

By _____

Ali Kavarianian

President of the Board



MEMO

DATE: June 5, 2019
TO: Doug Menke, General Manager
FROM: Aisha Panas, Director of Park & Recreation Services
RE: Intergovernmental Agreement with Clean Water Services for Bethany Lake Berm

Introduction

The Bethany Lake berm is an important structure to maintain water levels in the lake and to support an existing sewer line. In recent years the berm has been eroding, which could lead to a failure. The berm stabilization study aims to develop a low-maintenance, cost effective solution to protect the sewer line and control or limit erosion of the berm in an environmentally-consistent manner.

Background

Bethany Lake Park covers approximately 42 acres in the northwest quadrant of the park district. An earthen berm with a concrete spillway on the west side of the lake maintains the water level in the lake. The berm has long shown signs of minor erosion. Since 2005 staff observed small sinkholes and erosion, likely due to wildlife. In 2010, Clean Water Services (CWS) requested and received an easement to install a sewer line along the berm. In 2015 washouts on the berm were patched, but erosion continued.

Included in this memo for additional reference are a vicinity map (Exhibit A) and an aerial map (Exhibit B).

Proposal

Staff propose a partnership between CWS and THPRD to share the costs of an engineering study that will propose solutions to the problem. THPRD will be responsible for up to \$25,000 in engineering costs.

Major elements of the study include, but are not limited to:

- Task 1 – Project management
- Task 2 – Conduct feasibility study
- Task 3 – Design alternatives development and evaluation
- Task 4 – Prepare technical memo summarizing findings and recommended alternative

CWS will:

1. Hire and manage consultant(s) to develop project components listed above.
2. Serve as project manager, thereby coordinating and communicating with involved parties.
3. Invoice THPRD for project-related expenses up to limits noted below.

THPRD will:

1. Provide Bethany Lake historical data, information, and reports.
2. Provide timely review and comments to CWS on project-related requests.
3. Contribute to on-site construction visits.
4. Provide public outreach in the form of meetings, signage, and mailings.

THPRD will pay CWS for design costs, not to exceed \$25,000. District will invoice THPRD and provide copies of expenses and materials in support thereof. The attached intergovernmental agreement outlines the transfer of funds and has been approved by legal counsel.

Benefits of Proposal

The district saves funds on the project planning costs and has a partner for future work.

Potential Downside of Proposal

There is no apparent downside.

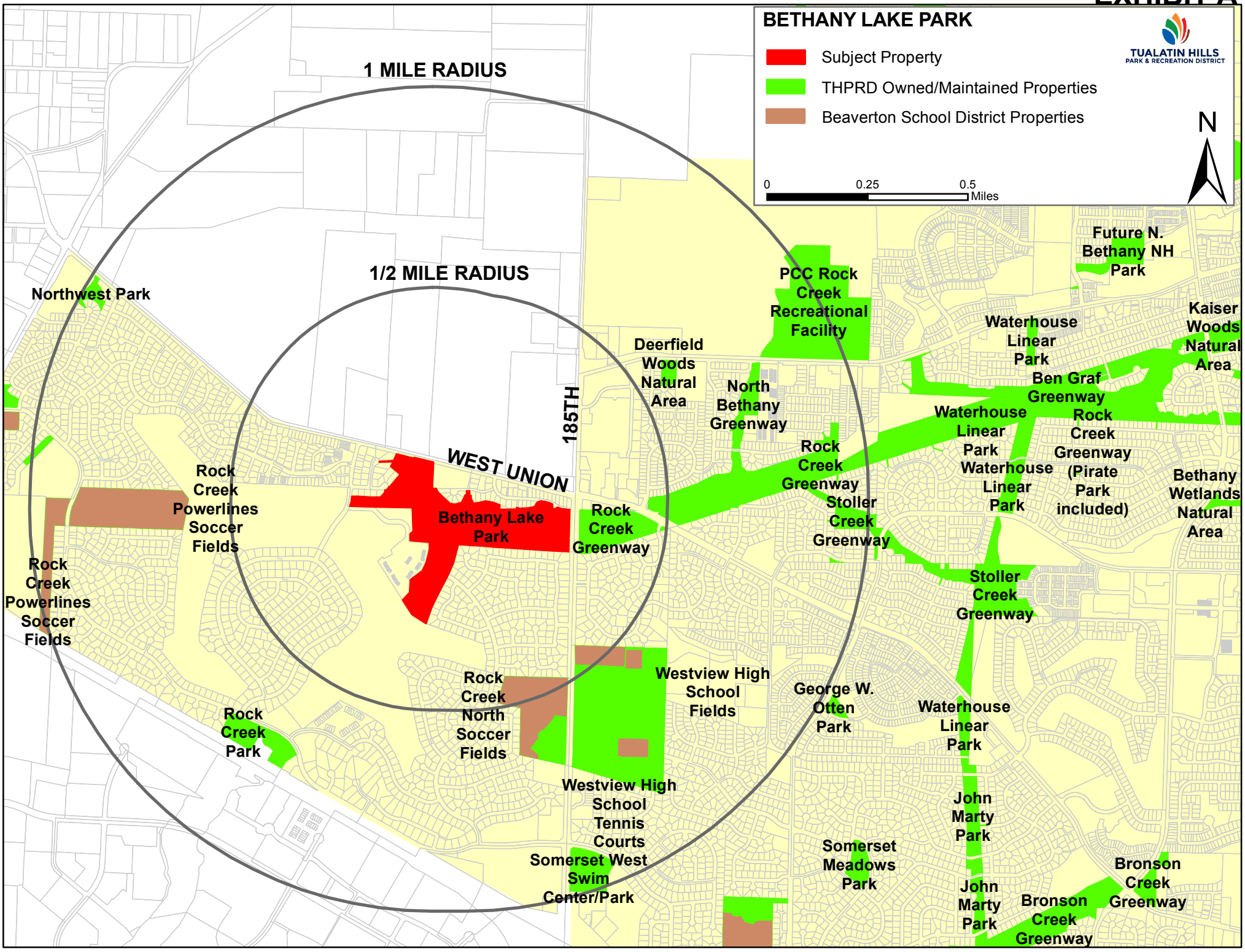
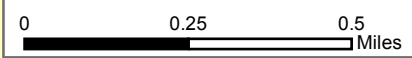
Action Requested

Board of directors' approval of the intergovernmental agreement with Clean Water Services and authorization for the general manager or designee to execute the necessary documents to facilitate the project.



BETHANY LAKE PARK

- Subject Property
- THPRD Owned/Maintained Properties
- Beaverton School District Properties





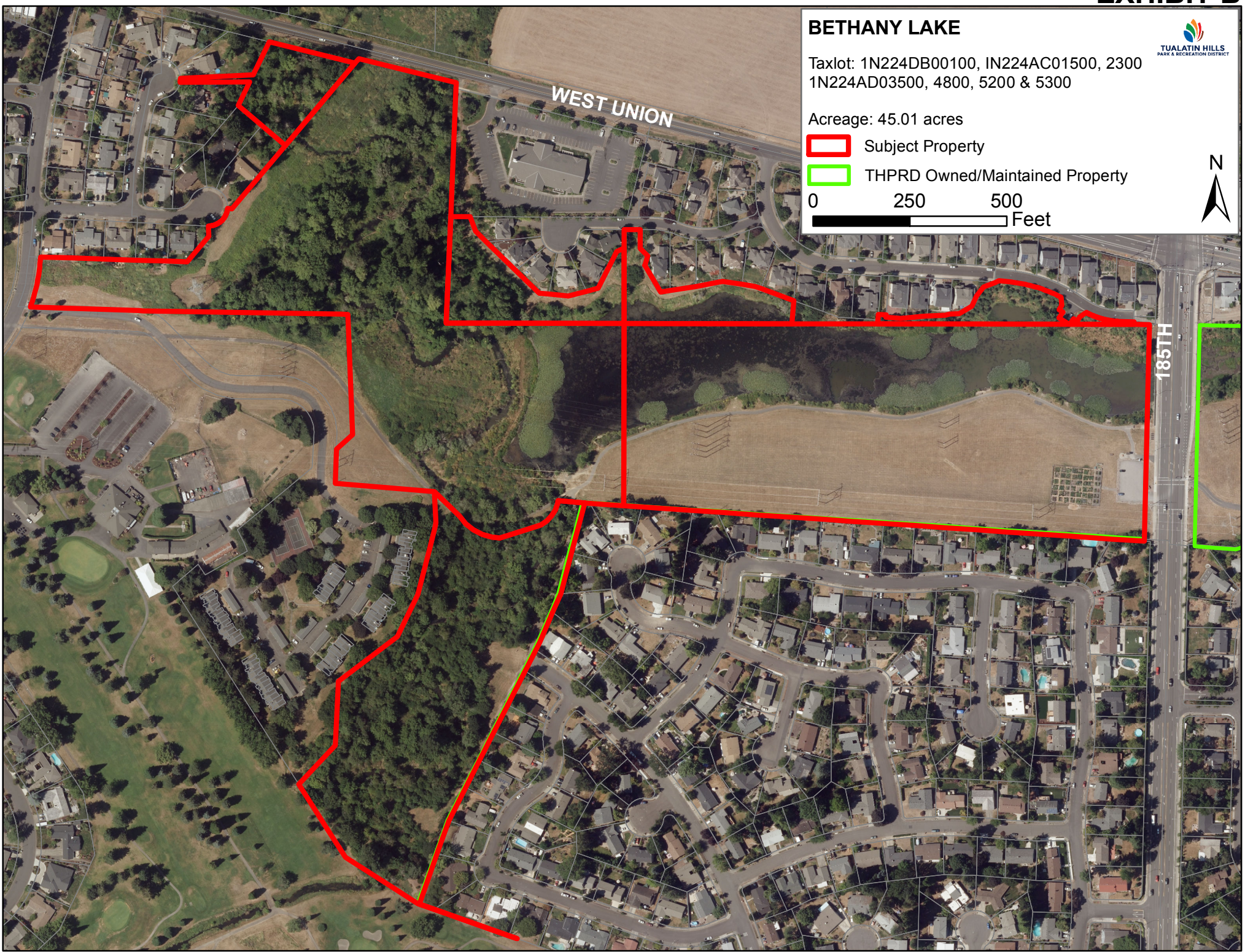
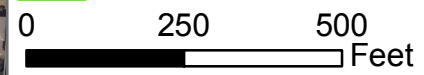


BETHANY LAKE

Taxlot: 1N224DB00100, 1N224AC01500, 2300
1N224AD03500, 4800, 5200 & 5300

Acreage: 45.01 acres

-  Subject Property
-  THPRD Owned/Maintained Property



**INTERGOVERNMENTAL AGREEMENT
BETHANY LAKE BERM STABILIZATION STUDY**

**CLEAN WATER SERVICES AND
TUALATIN HILLS PARK AND RECREATION DISTRICT**

This Agreement , dated _____, 2019, is between Clean Water Services (District) and Tualatin Hills Park and Recreation District (THPRD).

RECITALS

1. ORS 190.003 - 190.110 provides for intergovernmental cooperation and authorizes local governments to enter into written agreements with other local governments to perform any or all functions and activities that a party to the Agreement has the authority to perform.
2. District and THPRD collaborate on projects that enhance riparian and floodplain ecological functions and values, improve wildlife habitat, monitor stream conditions, pretreat storm water, and allow for sanitary sewer service in an effort to improve water quality in the Tualatin Basin.
3. District and THPRD entered into an Agreement dated February 14, 2001 that outlines the procedures for working together on projects.
4. District and THPRD desire to improve the efficiency and cost effectiveness of service to the public and ratepayers by streamlining processes and improving delivery mechanisms.
5. District and THPRD have agreed to work cooperatively to study ways to protect the berm and buried sewer line on the west side of Bethany Lake.
6. THPRD will provide data, staff time, and partial funding.
7. District will manage the study and contribute partial funding.

NOW, THEREFORE, District and THPRD agree as follows:

A. DESCRIPTION

The Bethany Lake berm is an important structure to maintain water levels in the lake and to support an existing sewer line. The berm stabilization project aims to develop a low-maintenance, cost effective solution to protect the sewer line and control or limit erosion of the berm in an environmentally-consistent manner.

Major elements of the Project Evaluation include, but are not limited to:

- Task 1 – Project Management

- Task 2 – Conduct Feasibility Study
- Task 3 – Design Alternatives Development and Evaluation
- Task 4 – Prepare Technical Memo Summarizing Findings and Recommended Alternative

B. DISTRICT OBLIGATIONS

District shall:

1. Hire and manage a consultant to develop the Project Evaluation components listed above.
2. Pay the consultant.
3. Serve as project manager and coordinate and communicate with THPRD.
4. Invoice THPRD for project-related expenses up to the limits noted in Section D.

C. THPRD OBLIGATIONS

THPRD shall:

1. Provide District with Bethany Lake historical data, information, and reports it possesses.
2. Provide timely review and comments to District on project-related requests.
3. Participate with the District in project meetings and workshops.
4. Participate in on-site project evaluation visits.
5. Pay District within 30 days of receipt and approval of District's invoice.
6. Provide public outreach in the form of meetings, signage, and mailings.

D. COMPENSATION

THPRD shall pay District for 50% of the costs to have a consultant perform Tasks 1-4 of the Project Evaluation described in Section A. THPRD's share will not exceed \$25,000. District will invoice THPRD quarterly and provide copies of expenses and materials in support thereof.

E. GENERAL TERMS

1. Laws and Regulations. District and THPRD agree to abide by all applicable laws and regulations.

2. Term of this Agreement. This Agreement is effective from the date listed on page one and remains in effect until the respective obligations of THPRD and District have been performed or this Agreement is terminated as provided in Section E.5.
3. Indemnification. Consistent with the terms of the Oregon Constitution and Oregon Tort Claims Act, THPRD and District hereby agree to indemnify and defend each other, their officers, employees and agents from and against all claims, demands, penalties, and causes of action of any kind or character relating to or arising from this Agreement 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 negligent or other legally culpable acts or omissions of the indemnitor, its officers, employees or agents.
4. Integration. This document constitutes the entire agreement between THPRD and the District on the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, representations or communications of every kind on the subject. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not constitute a waiver by either party of any right under this Agreement nor prejudice the waiving party's exercise of the right in the future.
5. Termination. This Agreement may be terminated immediately by mutual written agreement of the parties with the termination taking effect 30 days from the written agreement to terminate.
6. Resolution of Disputes. If any dispute arises out of this Agreement and cannot be resolved by the respective Project Managers, THPRD's General Manager and District's Chief Executive Officer (CEO) will attempt to resolve the issue. If THPRD's General Manager and District's CEO are not able to resolve the dispute, the parties will submit the matter to mediation, each party paying its own costs, including attorney's fees, and sharing equally in common costs. If any dispute is not resolved by mediation, the parties agree to arbitrate any dispute in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to the arbitration may be entered in any court having jurisdiction thereof.
7. Interpretation of Agreement.
 - A. This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.
 - B. The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.
8. Severability/Survival. If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired. All provisions concerning the limitation of liability, indemnity and conflicts of interest shall survive the termination of this Agreement for any cause.

- 9. Approval Required. This Agreement and all amendments, modifications or waivers of any portion thereof shall not be effective until approved by 1) District's CEO or the CEO's designee and when required by applicable District's rules, District's Board of Directors and 2) THPRD.
- 10. Choice of Law. This Agreement and all rights, obligations and disputes arising out of the Agreement shall be governed by Oregon law.
- 11. No Third Party Rights. District and THPRD are the only parties to this Agreement and the only parties entitled to enforce its terms. There are no intended beneficiaries and no rights granted to any third party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CLEAN WATER SERVICES

TUALATIN HILLS PARK AND RECREATION DISTRICT

By: _____
Chief Executive Officer or Designee

By: _____
Title: _____

APPROVED AS TO FORM

APPROVED AS TO FORM

District Counsel

THPRD Counsel



MEMO

DATE: June 5, 2019
TO: Doug Menke, General Manager
FROM: Keith Hobson, Director of Business & Facilities
 Aisha Panas, Director of Park & Recreation Services

RE: Integrated Pest Management

Integrated Pest Management (IPM) is an important strategy used by THPRD in the maintenance of parks and facilities. IPM is an ecologically-based pest control strategy that relies heavily on natural mortality factors such as natural enemies and weather, and seeks out control tactics that disrupt these factors as little as possible. IPM uses pesticides, but only after systematic monitoring of pest populations and natural control factors indicate a need. Pesticide is a general term for any substance, including herbicides, used to control pests such as weeds, insects, diseases, and disease-carrying organisms.

Examples of the THPRD IPM Program include:

- Mowing high grass and brush to reduce weed seed crops in rough areas.
- Pruning of trees and shrubs to reduce susceptibility to disease and insect problems.
- Appropriate fertilizing to encourage plant health and resistance to pests (i.e., weeds, insects, and disease).
- Using plants with natural resistance to pests.
- Combining turf aeration and over-seeding along with any application of broadleaf weed control to eliminate the need for repeated applications.
- Manual removal of weeds in shrub and landscape beds.
- Prudent use of pesticides when necessary and after other options have been explored.

THPRD staff are skilled in identifying and evaluating pest problems. When pest problems occur that are unusual or beyond the scope of in-house experts, contracts are made with private consultants or advice is obtained from other agencies, such as the state universities, Oregon Department of Agriculture, or Oregon State University Extension Service experts. All staff who apply pesticides are licensed by the state of Oregon and are trained with the latest information concerning laws and safety, identification of pest weeds, diseases, and insects, and appropriate control methods using the IPM approach.

An important tool in the IPM toolbox is the use of the glyphosate, the active chemical in the widely-known herbicide Roundup. Staff consider Roundup to be one of the most important chemicals for treatment of grasses and other weeds along fence lines, baselines and infields, around signs, trail shoulders, and to treat select invasive weeds in natural areas. Roundup works by preventing plants from making proteins that they need to grow. Regulators classify pesticides based on their degree of toxicity and Roundup received the lowest classification of "caution" (the three-tiered rating scale consists of caution, warning, and danger). Roundup is often used in concert with other IPM techniques such as applying wood chips to keep weeds down around the base of an ornamental tree. Herbicides allow staff to be much more efficient and effective with their time than with simple hand weeding, thereby providing patrons with a consistently high level of service.

THPRD staff using pesticides follow guidelines laid out by federal and state regulators who monitor current science. Although we continue to learn new techniques and strive to find the least toxic products, staff rely on research agencies for guidance on how safe chemicals are for use in public places. In April 2019, the Environmental Protection Agency (EPA) wrote that it “continues to find that there are no risks to public health when glyphosate is used in accordance with its current label and that glyphosate is not a carcinogen. The agency’s scientific findings on human health risk are consistent with the conclusions of science reviews by many other countries and other federal agencies.”

Staff have generally been using less Roundup per acre over time due to increased skill and management of our IPM program. Without the use of this product, staff would likely use other chemicals to save time and maintain our current level of service and aesthetic. Other chemicals staff have investigated that play the same role are considered more toxic (receiving a warning or danger label) and tend to cost significantly more than Roundup. Each year our IPM committee reviews new products and techniques to ensure that we’re using the least toxic, most effective chemicals.

If staff were to discontinue Roundup usage, we’d immediately see some aesthetic changes, such as messier edges along trails, fence lines, and amenities. We’d also see less healthy natural areas, especially in project areas where the use of Roundup allows new plants to grow without significant competition from encroaching weeds and grasses. It would also take staff longer to do their work; they’d likely use more fuel to do more frequent mowing or string trimming, creating noise and odors in parks. Weed-eating around trees and shrubs has a high likelihood of damaging the trees. Ballfields would see aesthetic and safety changes. Without skinned infields and smooth turf areas, balls would bounce and possibly hit players more and the playing surfaces would be more uneven, potentially resulting in more twisted ankles and falls.

Alternative herbicides as compared to Roundup:

Product/Technique	Pros	Cons
Finale Glufosinate	Does not contain glyphosate.	Need to apply twice as much product. Cost is nearly six times more. Has warning, not caution label.
Cheetan Pro Glufosinate	Does not contain glyphosate. Has caution, not warning or danger label.	Cost is nearly three times more.
Roundup	Known to be effective. On Beaverton School District approved list. Has caution, not warning or danger.	Public perception is in question.

Staff checked with other agencies in the region to see if they are changing practices as a result of recent court cases or new science. Although other agencies are watching and continuing to stay informed, no agency was considering eliminating Roundup. Many agencies on the National Recreation & Park Association listserv noted that they are considering changes, but few have actually stopped using the product.

In summary, staff continue to work towards a reduction in the use of all herbicides in all park district areas. Each choice we make has tradeoffs, but by using limited amounts of chemicals that are deemed less toxic, staff feel they are moving in the right direction to provide safety and value to our patrons.



[10B]

MEMO

DATE: May 31, 2018
TO: Doug Menke, General Manager
FROM: Keith Hobson, Director of Business & Facilities

RE: **Cedar Grove Plaza Master Plan**

Introduction

Staff are requesting board of directors' approval of the preferred master plan for the Cedar Grove Plaza project. THPRD has worked with Community Partners for Affordable Housing (CPAH) and their design team to create this master plan. To date, CPAH has hosted three neighborhood meetings to gather public input on the plaza master plan as well as the overall affordable housing development. On December 16, 2016, and December 11, 2018, they presented to the Five Oaks Creek Neighborhood Association Committee and on September 11, 2017, they presented to the Citizen Participation Organization #1. Staff has also presented the plaza master plan to the Parks Advisory Committee on March 21, 2019, to seek their input. The public and Parks Advisory Committee assisted on refining a preferred plaza master plan that is being presented to the board. CPAH completed a preliminary construction estimate for the plaza, which is noted below with the project budget.

Background

In October 2018, CPAH approached the district regarding a partnership in their proposed affordable house development called Cedar Grove. The Cedar Grove development is a 0.755-acre (32,893 SF), 44-unit affordable housing development located on the southeast corner of NW Murray Boulevard, and NW Cornell Road. The Cedar Grove Plaza is 2,050 SF on the north side of the housing development. One of the challenges to the plaza is noise mitigation required to meet Department of Housing and Urban Development standards. Through partnership with the district, CPAH can meet these standards with the inclusion of a water feature in the plaza. The plaza will include amenities such as a water feature, planters, seat walls and lighting.

Per the district's System Development Charge (SDC) Administrative Guidelines, CPAH is in the process of hiring a third-party estimator to complete a cost estimate for the plaza development. The design teams proposed improvements are estimated to cost \$330,000. The SDC fee for this development is estimated to be \$405,416. The cost estimate or \$330,000 along with the cost of an easement to encumber the land will be included in the Memorandum of Understanding for SDC credits and will not exceed the SDC fee of \$405,416.

Staff anticipates construction of the Cedar Grove development to begin in the fall of 2019 with completion in 2020.

Included in the board packet for reference are a vicinity map (Exhibit A), an aerial map (Exhibit B) and an easement boundary map (Exhibit E).

Proposal Request

Staff are requesting board of directors' approval of the preferred master plan for the Cedar Grove Plaza (Exhibit C).

Benefits of Proposal

The proposed development is in an area that currently lacks any parks and recreation services, as shown on Exhibit D. Thus, the inclusion of the plaza will provide an amenity in this area.

Additionally, Beaverton Development Code Section 60.05.35 (Building Design and Orientation Guidelines) calls for buildings that enhance the visual character of the community and take into account the surrounding neighborhoods, provide permanence, and create a sense of place. In residential, commercial and multiple use districts, building design should contribute to a safe, high quality pedestrian-oriented streetscape. The preferred master plan fulfills these needs. This project will provide a new resource to gathering and play for the surrounding community allowing for both passive and active recreation, as well as respite for the many pedestrians that travel through the currently auto-centric gateway to the Cedar Mill neighborhood.

Potential Downside of Proposal

There is no potential downside to the proposal.

Maintenance Impact

The annual incremental increase to the maintenance cost, as a result of the preferred improvements in the development of the plaza, is estimated at \$20,933. In addition, the annual impact for future capital replacement is estimated at \$1,226.

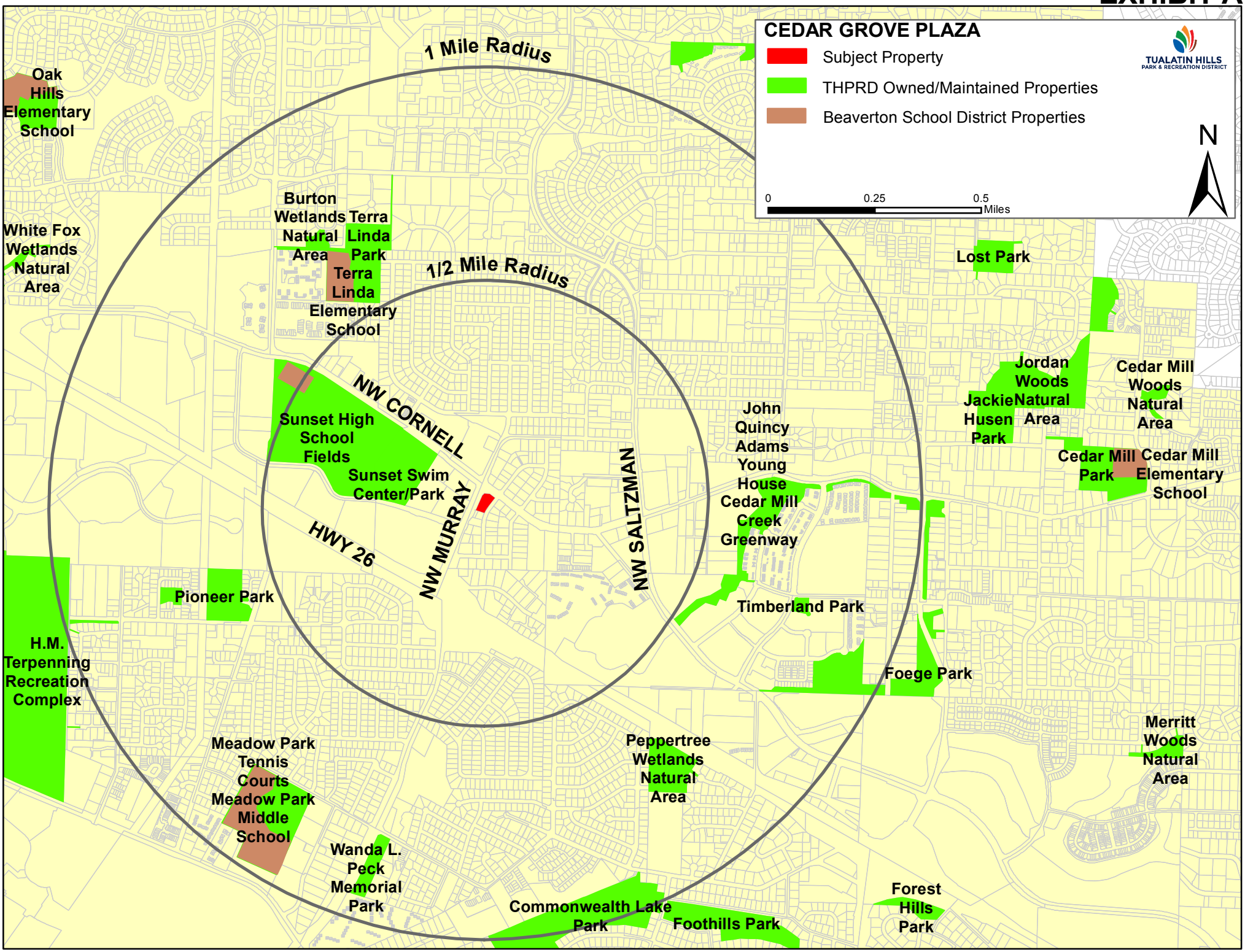
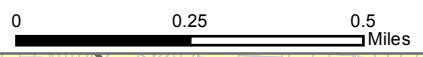
Action Requested

Board of directors' approval of the preferred master plan for the Cedar Grove Plaza.



CEDAR GROVE PLAZA

- Subject Property
- THPRD Owned/Maintained Properties
- Beaverton School District Properties







CEDAR GROVE PLAZA

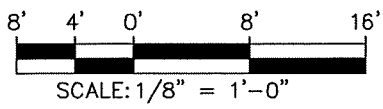
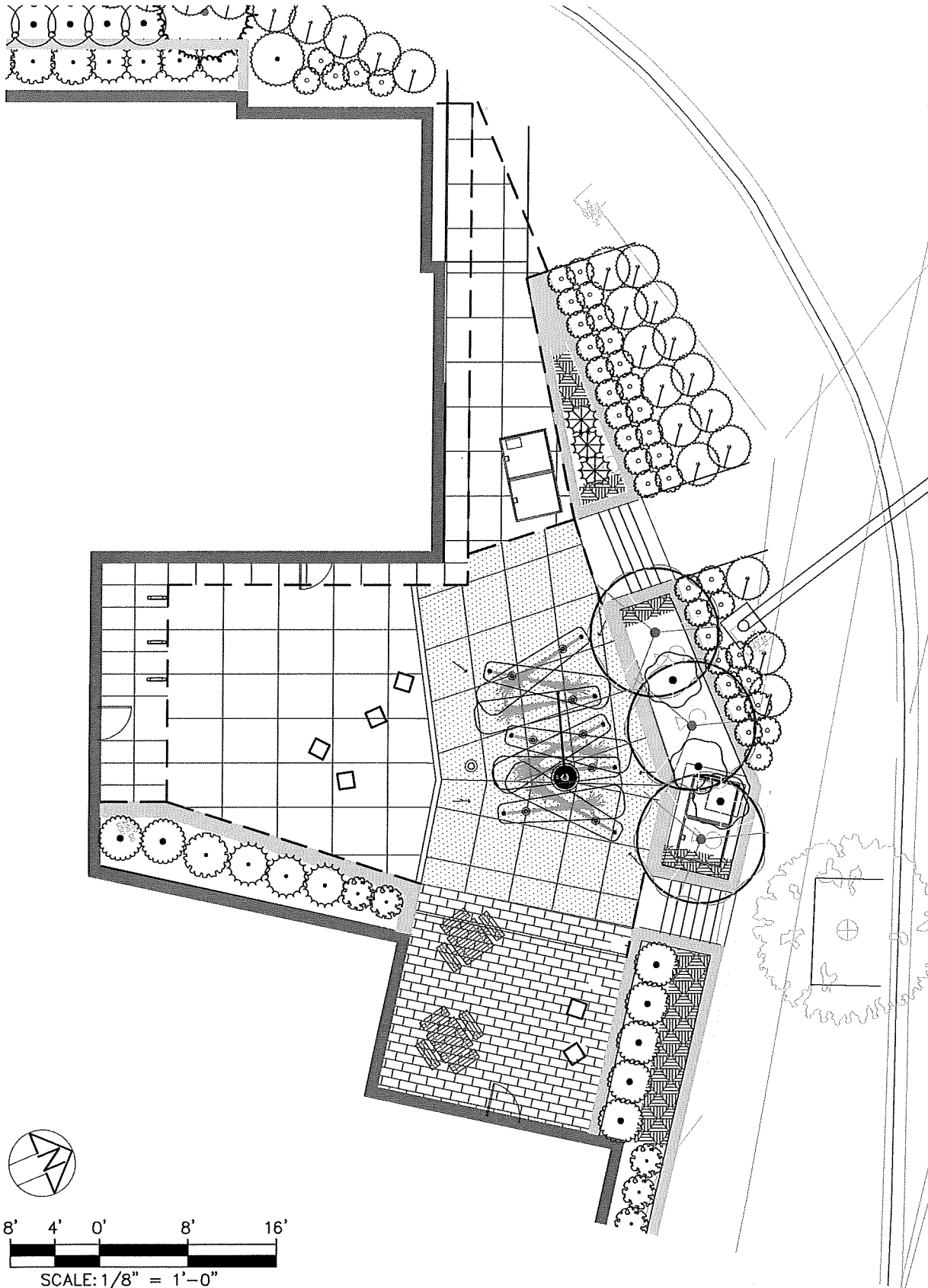
Taxlot: 1N133DB03400

Acreage: 0.75 acres

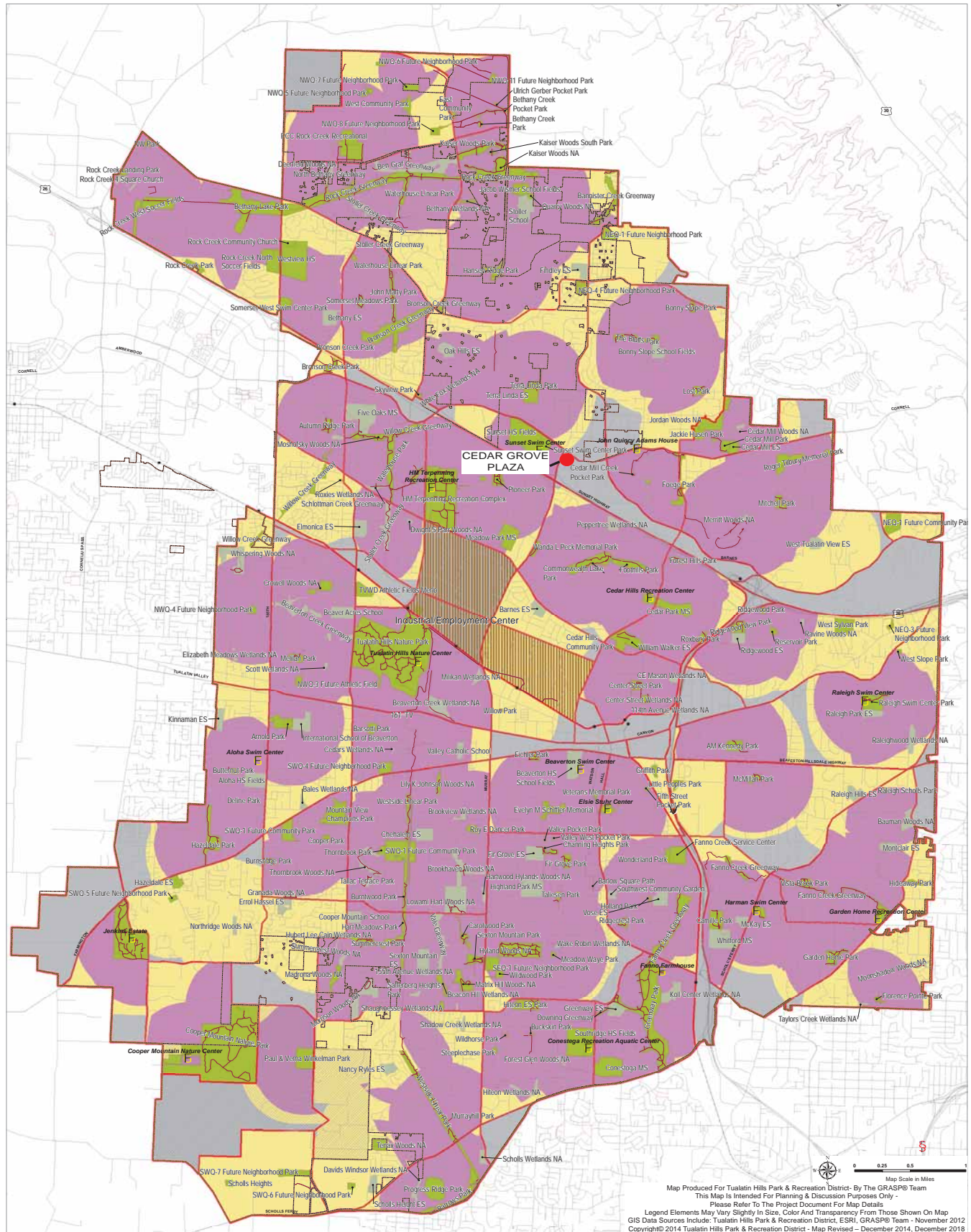
 Subject Property

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 Feet





Perspective D: Gaps in Walkable Access to All Recreation



Map Produced For Tualatin Hills Park & Recreation District - By The GRASP® Team
 This Map Is Intended For Planning & Discussion Purposes Only -
 Please Refer To The Project Document For Map Details
 Legend Elements May Vary Slightly In Size, Color And Transparency From Those Shown On Map
 GIS Data Sources Include: Tualatin Hills Park & Recreation District, ESRI, GRASP® Team - November 2012
 Copyright© 2014 Tualatin Hills Park & Recreation District - Map Revised - December 2014, December 2018

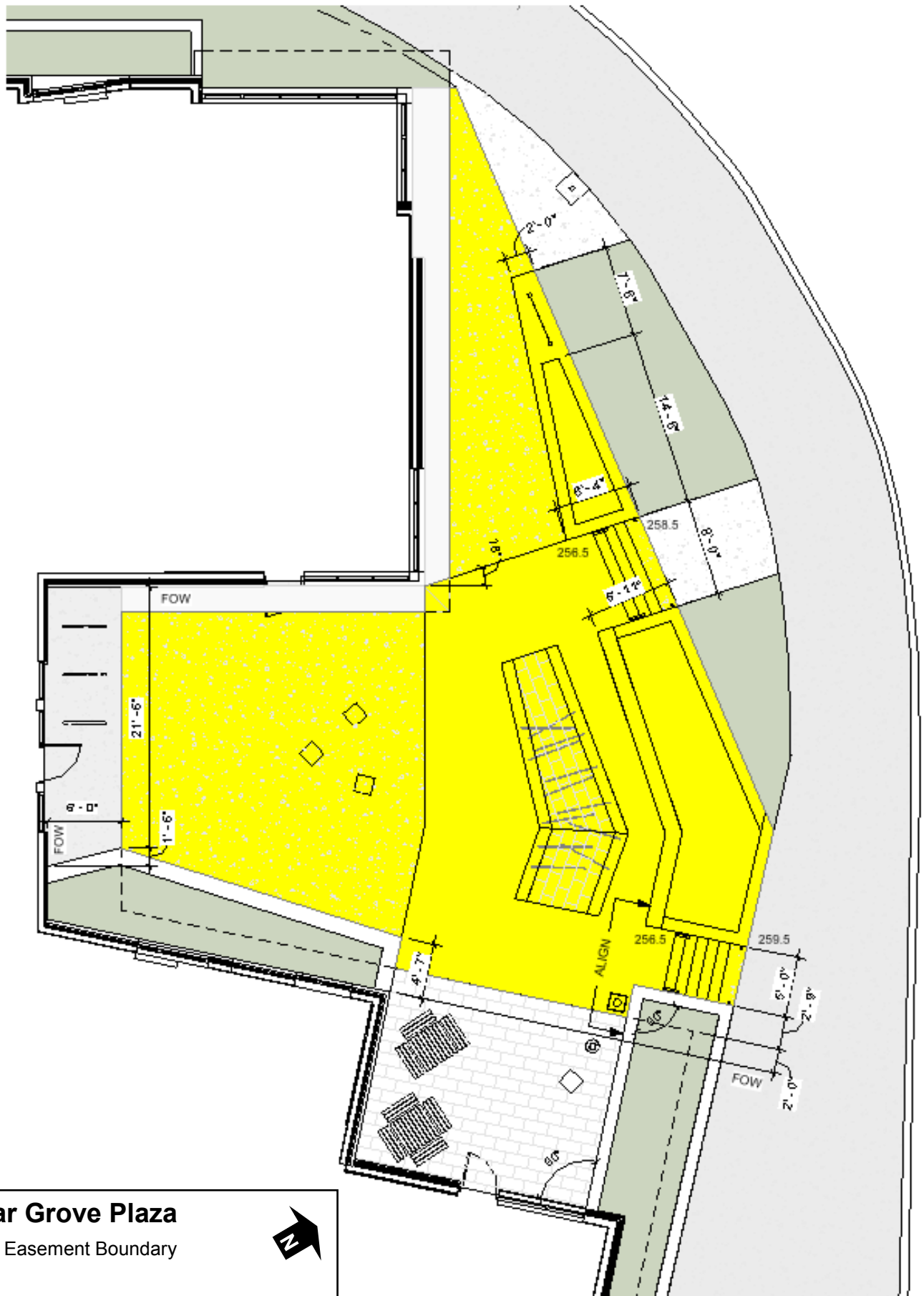
Legend

- Threshold Analysis
- Bracketed Value: 74.7
- No Service
- Below Service Threshold
- At or Above Service Threshold


- Indoor Facility
- Outdoor Recreation Area (Inventory)
- Outdoor Recreation Area (Assumed Score)
- Trail Within THPRD
- Trails Outside of THPRD
- Major Road

- Street
- Lightrail Line
- Lightrail Stop
- Level of Service Exempt Area
- Urban Reserve
- Current THPRD Boundary
- THPRD Ultimate Service Boundary





Cedar Grove Plaza

 Easement Boundary



Beaverton eyes pilot to protect homeless

New policy stems from city efforts on homeless living in cars

By PETER WONG
The Times

Beaverton is moving toward a safe-parking pilot project that will enable some people to get off the streets while they try to obtain permanent housing.

The one-year project, which the City Council reviewed April 9, drew support from critics of last year's council action to ban car camping on city streets.

Among those critics were students and teachers from Beaverton and Sunset high schools and the city's own Human Rights Advisory Commission, which went on record opposing the ban that the council adopted on a 4-1 vote on June 12.

"I am glad we are creating a program where they can have a place to stay and get access to programs that can get them out of that spot," said Tonia Cottrell, a commission member.

She referred to recent findings by Kimberly Repp, Washington County's epidemiologist, that evictions result in severe personal stress that can lead to suicide.

The council also heard from students and two teachers — Rita Morgan of Beaverton High School, and faculty adviser for Club Hope, and Beth Merrill of Sunset High School — who spoke out against last year's ban at three council meetings.

The Beaverton district has led Oregon in the number of students who report they lack permanent stable housing, although a fraction (108) of the 2,236 so far this school year are considered "unsheltered."

Reyna Ayala, now a sophomore at Beaverton High School, was among those students who spoke out.

"We feel this is a significant step in the right direction to address our concerns we brought up in testimony last June," she said. "It speaks volumes that the city of Beaverton is overseeing the project but putting trust in 'Just Compassion.'"

Just Compassion of East Washington County, which operates Beaverton's severe-

weather shelter from November through March, will conduct background checks of participants under a \$30,000 contract with the city. The group also will enforce rules — participants must sign agreements to abide by them — and connect participants with resources and housing, with the eventual goal of permanent shelter.

The maximum permitted stay is four months, although it can be extended if housing is imminent. There is a 30-day probationary period for participants.

Mayor Denny Doyle said last year that the project, modeled on Eugene's two-decade-old program, would take effect after city staff and others came up with details.

The project will allow a maximum of five sites, dispersed throughout the city. The city, Tualatin Hills Parks and Recreation District, and a church have offered to play host to three of them.

The sites were not disclosed, although Doyle said police know where they are.

Each site will allow a maximum of three vehicles, which must be operational and have current registration. Participants will have access to portable restrooms and hand-washing stations, pod storage and garbage removal. The city budget set aside \$12,200 for the portable restrooms and pod storage.

"I had been opposed," Beaverton resident David Marcus Duncan said. Although he said he still had concerns, "after listening to all of them, I have changed my mind."

In addition to the severe-weather shelter, which has now operated for three seasons, Beaverton also is a participant in Family Promise of Beaverton. Under that program, which began last year, the city and participating agencies — mostly churches — provide temporary shelter for families while children attend school and parents obtain access to services and seek permanent housing.

Counting those and the city's efforts to promote subsidized housing for low-income people, the current Beaverton city budget set aside more than \$2 million.

"None of us thinks the Safe Parking Program is the solution. It is a tool," Councilor Marc San Soucie said.

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Fresh Air: Zoo News is Good News

The cuteness is here!

Zoo welcomes rare red panda

FRESH AIR

What's black and white and red all over? Mei Mei the red panda! The fluffy 3-year-old arrived at the Oregon Zoo earlier last month, and is making herself right at home in her new habitat.

"We're so excited to have Mei Mei here," said keeper Sara Morgan. "She's very outgoing and curious — she poked her nose out and started exploring right away."

Mei Mei's new home is in the zoo's former Amur leopard habitat. To prepare for her arrival, her care team remodeled the space to accommodate a



tree-dwelling, bamboo-eating red panda by adding many branches and leafy plants, along with a bubbling pond and lots of room to climb. To keep her cool in hot weather, they added some refreshing misters and an air-conditioned den box.

"Red pandas are known for their climbing ability, and Mei Mei is no exception," Morgan said. "If you visit her at the zoo and don't spot her right away, be sure to look up — she can often be found lounging in the trees."



To see a video, go to bit.ly/RedPandaArrives.

Though they share part of their name with giant pandas, red pandas are in a class all by themselves: The sharp-toothed, ring-tailed omnivores are the only members of the Ailuridae family. Found in the montane forests of the Himalayas and major mountain ranges of southwestern China, their striking red, white and black

fur provides camouflage in the shadowed nooks of the trees amongst reddish moss and white lichens.

Red pandas are an endangered species with population declining by about 50% in the past 20 years. In addition to habitat loss and fragmentation, they also face threats from poaching and the illegal wildlife trade. Accredited zoos are participating in coordinated breeding programs to help preserve them.



For additional info about the ZAP program, visit oregonzoo.org/zap.

Fresh Air: THPRD

Love em' and Leash em'

Be a good neighbor

FRESH AIR

Your dog may be your best friend but that doesn't mean everyone wants to get to know them. Did you know, the number one concern THPRD's Park Patrol responds to on a regular basis are complaints of off-leash dogs. It's important that all guests feel free to enjoy and experience our shared park spaces and you can help make that happen by following the rules and keeping your dog leashed.

Respect Others
Your dog running loose may seem like no big deal but to others it can be an unwelcome or scary experience. Not everyone feels safe around dogs and it's important we all respect that we share our park spaces.

It's the Law
In Washington County, all dogs MUST be leashed and under your physical control when not on private property or in designated off-leash dog parks. The leash must be 7 feet or shorter. It is a violation of both the county's ordinance and THPRD rules to allow your dog to be off-leash on park property outside of designated off-leash spaces. You can be subject to a \$160 citation from the county or



face a possible exclusion order from THPRD property.

Not all Dogs Like to Socialize

One of the most common complaints THPRD hears is from owners of dogs, following the leash rules, who are upset about an off-leash dog who approached their dog. Some dogs may be nervous, reactive, fearful, or in-training. Some have been attacked by a dog before and are fearful of dogs approaching them.

Off-Leash Dog Parks are Available

THPRD offers three off-leash dog parks: Hazeldale Park, Winkelman Park, and PCC Rock Creek. We are looking to expand off-leash designated dog options and hope to open additional fenced dog runs soon. Please visit www.thprd.org to learn more about what is available.

Enhanced Action

To respond to the numerous park users who have reached out, THPRD staff are working on a plan of action to encourage all park visitors to respect the leash rules. You can expect to see more signage and reminders at problem locations this spring and summer. Park Patrol will be spending the month of June handing out reminders and encouraging all guests to follow the rules. As the summer progresses, Park Patrol will be issuing exclusions to repeat violators, so please be sure to respect the leash rules.

The reality is with more than 120 parks, 1,500 acres of nature areas, and 51 miles of trails, Park Patrol staff can not be everywhere and respond to all reports of off-leash dogs. That's why it's important that we all respect the rules and remember that parks are there for everyone to feel safe and enjoy. Thank you for doing your part to make our parks welcoming for everyone.



To report a concern to Park Patrol please call 971.246.0168. For more information, visit www.thprd.org



Fresh Air: Pacific Gas & Electric

Small changes add up

Earn Peak Time Rebates when you shift your energy use

FRESH AIR

Now there's a new way you can save money and help contribute to a cleaner future. Peak Time Rebates rewards you for shifting your energy use for a couple hours on the 12 to 20 days a year when the temperatures are unusually hot or cold.

During these times energy demand (and prices) are at their highest. By reducing your energy consumption during these peak periods, you can save money and keep prices more affordable for the entire community.

How it works

Get notified. We will notify

you of a Peak Time Event the day before it occurs through a text or email.

Shift use.



During an event, you can reduce your energy use with simple changes like waiting to wash dishes and laundry or adjusting your thermostat 1 to 3 degrees.

Earn rebates.



If you reduce your energy use during the Peak Time Event, you can get rewarded with a rebate on your next bill.



Learn more and enroll online portlandgeneral.com/ptr

12 — Beaverton Resource Guide | Volume 9 — Issue 6 (June 2019)

Connecting businesses with their customers and residents with their community

The Beaverton Resource Guide | June 2019

THPRD is your summer fun destination



Party in the Park

Enjoy an all-day festival of free activities, including drop-in sports, swimming, crafts, games, climbing walls, inflatables and more. The day begins with an untimed Family Triathlon and includes the Beaverton Police Department's popular K-9 demonstration and other activities.



JUL 27

Celebrated for 21 years!



Big Truck Day

The Conestoga parking lot will be filled with bulldozers, fire engines, freight trucks, cranes, buses, tow trucks and other specialty vehicles. Climb aboard, get behind the wheel, and honk the horn of these big rigs!

thprd.org/events/big-truck-day

The All Ability Tri4Youth

Presented with nonprofit partner FACT Oregon, this is a fun, safe race that encourages young athletes to compete to the best of their abilities. It is designed for everyone 5 to 24 years of age - with or without disabilities! Participants will swim (50 yards), bike (two miles), and run (half-mile) on a fully accessible course.



AUG 10



Free Fitness in the Park

Enjoy the outdoors while working on your personal fitness goals! THPRD offers free, instructor-led fitness classes in many parks. Walk with Me programs in many parks are also available. All fitness levels welcome, no registration needed.

thprd.org/fitness-in-the-park

Check out our full event schedule at thprd.org

Imagine the fun!

June

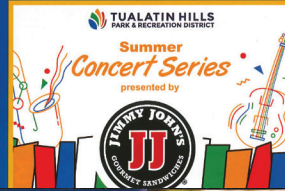
- Friday, June 7 6:30-8:30 pm Family Picnic Dance Conestoga Recreation & Aquatic Center
- Saturday, June 8 All Day Family Health & Fitness Day All Centers
- Saturday, June 8 11 am-Noon Spicy & Wise Zumba® Gold Party Elsie Stuhler Center
- Saturday, June 15 10:00-4:30 pm Women's Only Swim Aloha Swim Center
- Sunday, June 15 12:30-3:30 pm Family Fun Day/Dad's Day Summer Kick-off Beaverton Swim Center
- Thursday, June 20 6-8 pm Concert & Event Moorish View Champions Park
- Wednesday, June 25 2 pm Estate & Runnagge Sale Kickoff Party Elsie Stuhler Center
- Wednesday, June 19 6-8 pm Community Night & Summer Reading Kickoff Garden Home Recreation Center
- Friday, June 21 All Day International Yoga Day All Centers
- Friday, June 21 6-8 pm Pride Pool Party Harman Swim Center

August

- Friday, Aug. 2 6:30-8:30 pm Puffbliss Beaverton Swim Center
- Saturday, Aug. 3 10 am-2 pm Big Truck Day Conestoga Recreation & Aquatic Center
- Thursday, Aug. 8 6-8 pm Concert Greenway Park
- Friday, Aug. 9 8:30-10 pm Stars in the Park! Harman Swim Center
- Saturday, Aug. 10 9 am-2 pm All Ability Triathlon HVT Recreation Complex
- Aug. 11-17 All Week Patron Appreciation Week Conestoga Recreation & Aquatic Center
- Sunday, Aug. 18 2-5 pm Fiesta on all Pampas Schiller Park
- Thursday, Aug. 22 6-8 pm Concert Raleigh Park
- Saturday, Aug. 24 10 am-2 pm Garden Home Mini Market Garden Home Recreation Center

July

- Thursday, July 4 11 a.m.-1 p.m. Concert Veterans Memorial Park
- Saturday, July 6 TBD Theater in the Park Kaiser Woods Park
- Wednesday, July 2 11:30 am-1:30 pm Red, White & Blue Barbecue Elsie Stuhler Center
- Friday, July 12 4-9 pm Fitness Aloha Swim Center
- Saturday, July 13 3-4:30 pm Aquatic Warrior Challenge Beaverton Swim Center
- Thursday, July 18 6-8 pm Concert Cedar Mill Park
- Friday, July 19 8:30-10 pm Stars in the Park! Harman Swim Center
- Wednesday, July 25 Estate & Runnagge Sale Kickoff Party



Imagine the adventure...



TUALATIN HILLS PARK & RECREATION DISTRICT

Westside's #1 Summer Camp Provider

10 Locations on the Westside

400+ Camps (Full-day and Half-day)

Sports Aquatics Nature Arts

Ages 3 to 17

Affordable Rates & Scholarship Program

Tualatin Hills Park & Recreation District

2019

Summer Fun Guide!

Explore your local parks
Play in a pool
Enjoy free activities and events



For info: www.thprd.org

Search: @THPRD



TUALATIN HILLS PARK & RECREATION DISTRICT

www.thprd.org
503-645-6433

The Times Summer Fun Guide
June 2019