

CLACKAMAS COUNTY BOARD OF COUNTY COMMISSIONERS

Study Session Worksheet

Presentation Date: 10/10/2103 **Approx Start Time:** 10:30 p.m. **Approx Length:** 60 Min

Presentation Title: NCPRD Board Update

Department: North Clackamas Parks & Recreation District

Presenters: Gary Barth, Laura Zentner, Jeroen Kok, Karen Tolvstad, Chris Storey

Other Invitees: Kandi Ho, Marty Hanley from NCPRD staff

WHAT ACTION ARE YOU REQUESTING FROM THE BOARD?

Input and affirmation of the NCPRD Master Plan Update project

EXECUTIVE SUMMARY:

In June, 2013 the NCPRD Board was provided an update on the District's 10-year Master Plan update process and voted unanimously to have NCPRD pursue an "aspirational" path forward in finalizing a Master Plan for Board review and adoption in the spring of 2014. Staff and the NCPRD District Advisory Board (DAB) committed to provide the NCPRD Board with frequent updates on the process for input and guidance as that final plan is prepared. This meeting will provide a status update on the project and provide a high level summary of related activities and analysis that are guiding the Master Plan development.

FINANCIAL IMPLICATIONS (current year and ongoing):

The Master Plan update project is in the NCPRD approved budget for FY13/14 and will ultimately guide capital investments and operating expenditures in the years ahead.

LEGAL/POLICY REQUIREMENTS:

Completion of the Master Plan update will result in adoption of a new 10 year Master Plan in 2014.

PUBLIC/GOVERNMENTAL PARTICIPATION:

There has been and will continue to be extensive public engagement and coordination with the cities of Milwaukie and Happy Valley as an integral part of the Master Plan update project.

OPTIONS:

Based on the process to-date, the Board concurs with the approach the DAB and NCPRD staff is undertaking to complete a final aspirational Master Plan for Board adoption in 2014; or the Board advises staff to incorporate changes to the project plan moving forward.

RECOMMENDATION:

Staff respectively recommends the NCPRD Board accepts the results of the status update, provides directional input to staff and approves the planned next steps in the

Master Plan update project. The next project update will be scheduled with the Board for early 2014.

ATTACHMENTS:

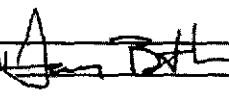
Study Session Agenda

SUBMITTED BY:

Division Director/Head Approval _____

Department Director/Head Approval _____

County Administrator Approval _____



Director NCPRD

Administrator NCPRD

For information on this issue or copies of attachments, please contact Lisa Meurs @ 503-742-4344



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

Date/Time: December 10, 2013, 10:30 a.m

BOARD OF DIRECTORS
STUDY SESSION MEETING AGENDA

- 1) Master Planning Update – 10 minutes
 - a) Project Status Report
 - b) Community engagement
 - c) NCPRD Story, a historical perspective

- 2) Analysis of Capital Funding & Expenditures (CapEx) – 15 minutes
 - a) Methodology
 - b) Expenditures
 - c) Sources of Capital Funds
 - d) Fund Balances
 - e) Impact on Capital Improvement Plan
 - f) Park SDC Methodology and Fees

- 3) Analysis of Operating Expenses to Tax Revenues (OpEx) – 15 minutes
 - a) Methodology
 - b) Residential tax revenues by “neighborhood area”
 - c) Commercial tax revenues
 - d) Operating expenses by category

- 4) Intergovernmental Agreements with Milwaukie and Happy Valley – 5 minutes
 - a) Historical Purpose
 - b) Current Issues
 - c) Next steps

- 5) Discussion and Q&A – 15 minutes



NORTH CLACKAMAS

PARKS & RECREATION DISTRICT

HISTORY AND RECONCILIATION OF SDC REVENUE



Background



- System Development Charges are **one-time** fees charged to **new development**
- **Pay a portion** of cost of new capital facilities
- To meet capital needs created by **growth**

Background



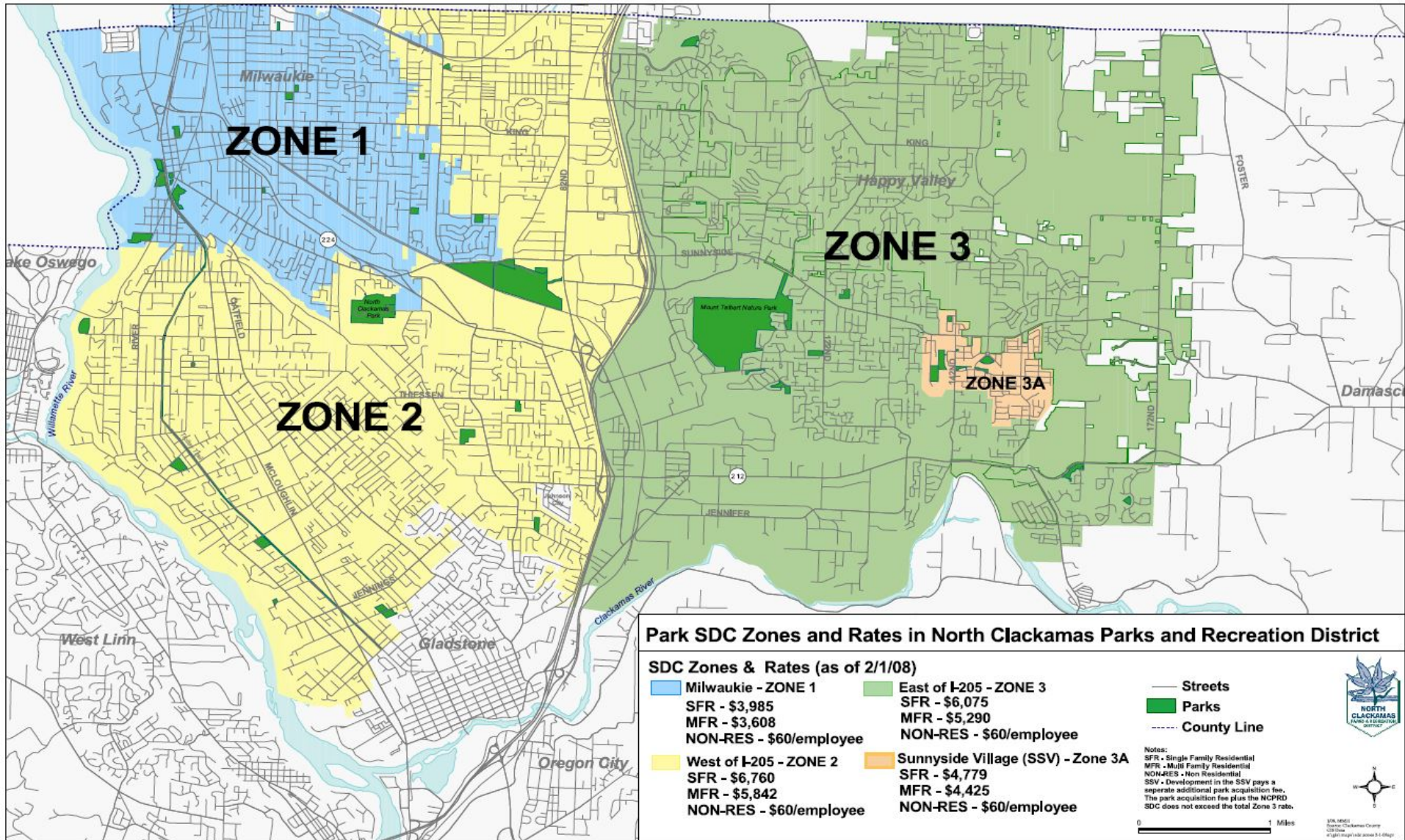
- District began collecting SDC's in 1994
 - No zone distinction except 3A (Sunnyside Village)
- Amended ordinance in 2004 and created zones
 - Zone 1
 - Zone 2
 - Zone 3
- Amended again in 2007
 - Incorporated non-residential SDC (per employee)
 - Fees subject to change in February of each fiscal year

Background – Zone definition



- Zone 1 – City of Milwaukie (**78% to DW**)
- Zone 2 – Unincorporated area west of I-205 (**50% to DW**)
- Zone 3 – City of Happy Valley and unincorporated area east of I-205 (**54% to DW**)
- Zone 3A – (**32.62% to DW**)

N CPRD Zone Map

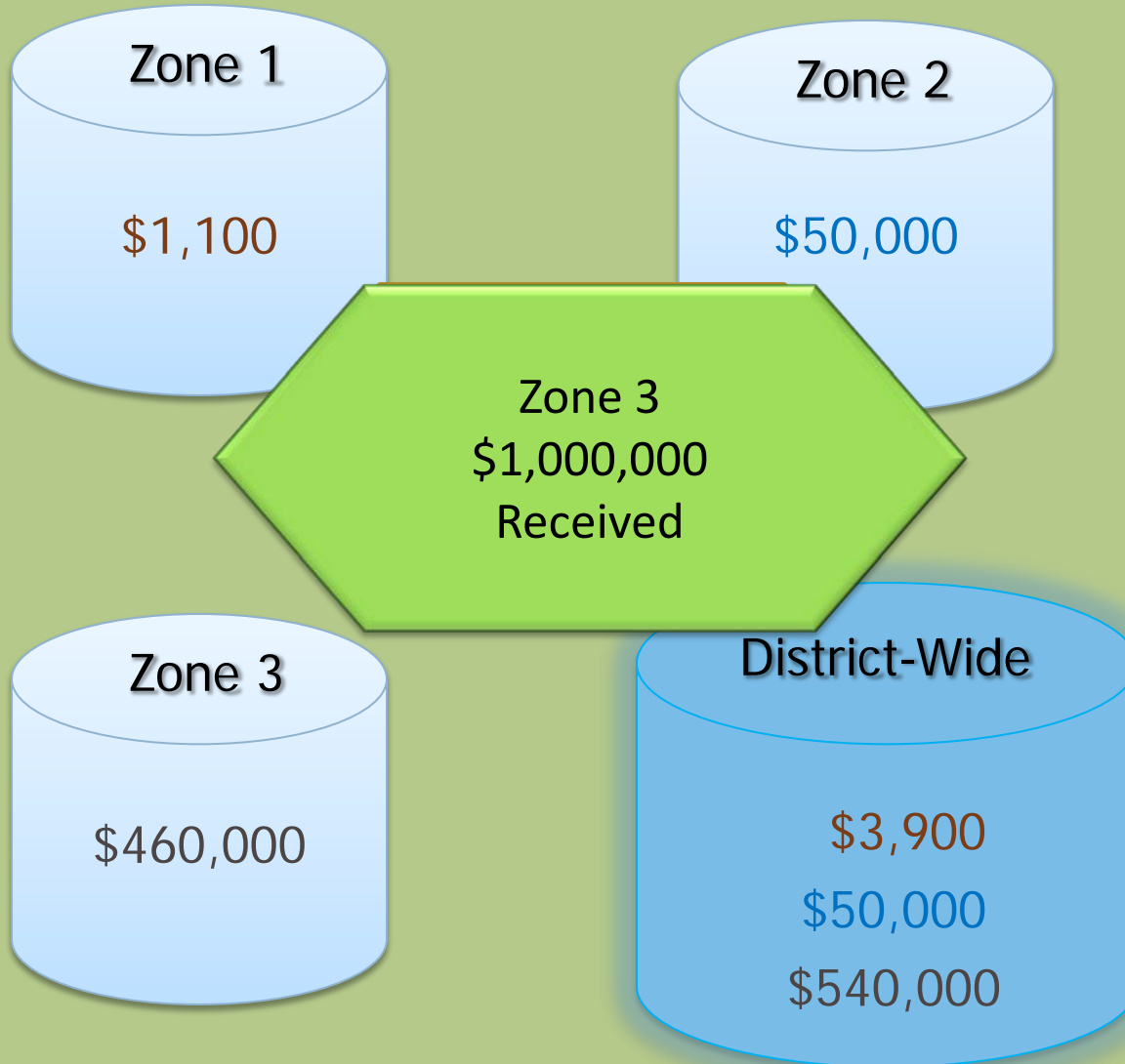


Current SDC Rates



Type of Development	Zone 1 – City of Milwaukie	Zone 2 – Unincorporated West of I-205	Zone 3 – Unincorporated East of I-205	Zone 3 – City of Happy Valley	Zone 3A - Sunnyside Village
Single Family Residential	\$3,985	\$6,760	\$6,075	\$6,075	\$6,075
Multi-Family	\$3,608	\$5,842	\$5,290	\$5,290	\$5,290
Non-Residential	\$60/Emp.	\$60/Emp.	\$60/Emp.	\$60/Emp.	\$60/Emp.

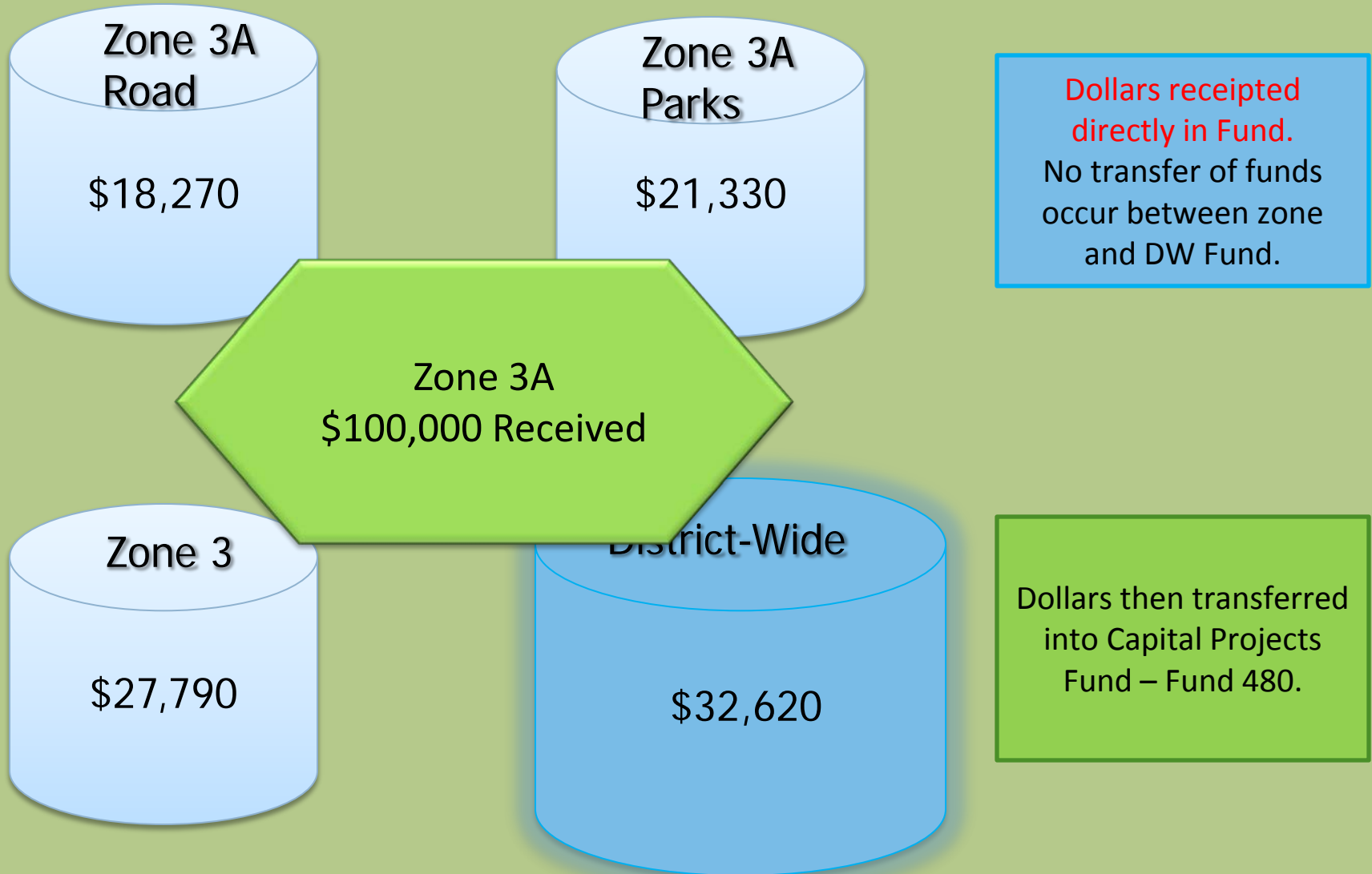
Incoming Funds - Example



Dollars received directly in Fund.
No transfer of funds occur between zone and DW Fund.

Dollars then transferred into Capital Projects Fund – Fund 480.

Incoming Funds – Example Zone 3A



How are SDC funds managed?



- All SDC funds transferred into Capital Projects fund.
- Track expenditures in Fund 480 by Zone
- Assumed all receipts and expenditures prior to 7/1/2004 – District Wide
 - Beg. Balance in 2004/05 was \$73,261

Zone Revenue/Expense Overview – Fund 480

		2004/2005	2005/2006	2006/2007	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	Totals
Program 00											
302000	Beginning Fund Balance	73,261	74,535	511,013	796,230	5,101,164	1,815,630	595,725	393,981	1,036,967	-
Program 07709 (Districtwide)											
333001	Local & Other Gov Grants	-	-	25,686	4,000,000	-	285,811	97,478	41,960	158,427	4,609,362
347450	Grant Revenue	-	29,766	185,679	14,164	-	-	239,000	-	-	468,609
360001	Misc Revenue	-	-	2,500	-	73,820	14,398	5,710	-	-	96,428
361000	Interest Earned	1,274	13,512	66,721	123,133	51,686	3,421	1,435	2,229	6,636	270,047
383200	Bond Sale Proceeds	-	-	-	7,910,180	-	-	-	-	-	7,910,180
390113	I/F Transfer From Fund 113	-	474,374	1,248,484	400,000	1,059,206	-	-	40,000	-	3,222,064
390280	I/F Transfer From Fund 280	167,901	-	1,781,795	405,197	26,270	-	-	185,136	343,478	2,909,777
391100	Interagency Trans From Fund 100	-	-	-	-	2,000,000	-	-	-	-	2,000,000
	Total Program 07709	\$ 169,175	\$ 517,652	\$ 3,310,865	\$ 12,852,674	\$ 3,210,982	\$ 303,630	\$ 343,623	\$ 269,325	\$ 508,541	\$ 21,486,467
	District Wide Revenue	\$ 169,175	\$ 517,652	\$ 3,310,865	\$ 12,852,674	\$ 3,210,982	\$ 303,630	\$ 343,623	\$ 269,325	\$ 508,541	\$ 21,486,467
Program 00											
431000	Professional Services	-	-	-	-	-	-	-	-	-	-
431001	Professional Svc-NCPRD SDC	-	-	-	-	-	-	-	-	-	-
431002	Professional Svc-Neo Trad	-	-	-	-	-	-	-	-	-	-
431900	Contracted Services	-	-	-	-	-	-	-	-	-	-
480102	Bond Issuance Cost	-	-	-	-	-	-	-	-	-	-
481160	Neighborhood Park Planning	-	-	(4,970)	-	-	-	-	-	-	(4,970)
481422	Design and Engineering	-	-	-	-	-	-	-	-	-	-
481430	Neighborhood Park Planning	-	-	-	-	-	-	-	-	-	-
481441	Reg. Park Planning	-	-	-	-	-	-	-	-	-	-
481800	Reg. Park Construction	-	-	-	-	-	-	-	-	-	-
485151	Land Acquisition	-	-	-	-	-	-	-	-	-	-
485152	NH Park Construction	-	-	-	-	-	-	-	-	-	-
485180	Construction	-	-	49,853	-	-	-	-	-	-	49,853
485301	Furniture/Fixtures/Equipment	-	-	-	-	-	-	-	-	-	-
	Total Program 00	\$ -	\$ -	\$ 44,883	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,883
Program 07709 (Districtwide)											
421110	Postage	-	-	-	-	(252)	-	-	-	-	(252)
431000	Professional Services	-	20,500	-	92	-	-	-	-	-	20,592
433100	Travel & Mileage	-	-	-	-	97	-	-	-	-	97
470383	I/F Transfer to Fund 383	-	-	-	-	-	172,543	211,563	100,000	-	484,106
481160	Neighborhood Park Planning	22,081	62,173	102,662	234,239	898,531	144,572	8,836	14,077	6,838	1,494,009
485150	Land Development	-	-	-	-	-	-	-	4,100	-	4,100
485151	Land Acquisition	-	-	6,800	7,790,594	541,253	(224)	-	7,661	-	8,346,084
485180	Construction	145,820	6,709	2,719,994	469,628	8,390,545	1,092,909	675,960	165,164	62,785	13,729,514
485340	Computer Software	-	-	-	-	-	-	-	30,600	5,240	35,840
	Total Program 07709	\$ 167,901	\$ 89,382	\$ 2,829,456	\$ 8,494,553	\$ 9,830,174	\$ 1,409,800	\$ 896,359	\$ 321,602	\$ 74,863	\$ 24,114,090
	District Wide Expenditures	\$ 167,901	\$ 89,382	\$ 2,874,339	\$ 8,494,553	\$ 9,830,174	\$ 1,409,800	\$ 896,359	\$ 321,602	\$ 74,863	\$ 24,158,973
	District Wide Balance	\$ 1,274	\$ 428,270	\$ 436,526	\$ 4,358,121	\$ (6,619,192)	\$ (1,106,170)	\$ (552,736)	\$ (52,277)	\$ 433,678	\$ (2,672,506)

Zone Revenue/Expense Overview

Program 07710 (Zone 1)

390281	I/F Transfer From Fund 281	-	-	-	-	59,531	-	3,762	2,094	3,411	68,798
Zone 1 Revenue		\$ -	\$ -	\$ -	\$ -	\$ 59,531	\$ -	\$ 3,762	\$ 2,094	\$ 3,411	\$ 68,798

Program 07710 (Zone 1)

481160	Neighborhood Park Planning	-	-	936	-	-	-	-	-	-	936
Zone 1 Expenditures		\$ -	\$ -	\$ 936	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 936
Zone 1 Balance		\$ -	\$ -	\$ (936)	\$ -	\$ 59,531	\$ -	\$ 3,762	\$ 2,094	\$ 3,411	\$ 67,862

Program 07711 (Zone 2)

332001	State Revenue	-	-	-	93,728	-	-	-	-	-	93,728
333001	Local & Other Gov Grants	-	-	-	-	121,642	-	-	-	-	121,642
347450	Grant Revenue	-	-	-	54,209	573,421	-	-	-	-	627,630
360001	Misc Revenue	-	15,000	-	-	1,345	-	-	-	-	16,345
390113	I/F Transfer From Fund 113	-	20,424	-	-	-	-	-	-	-	20,424
390282	I/F Transfer From Fund 282	-	4,576	-	297,053	323,326	30,000	77,014	417,708	226,088	1,373,765
Zone 2 Revenue		\$ -	\$ 40,000	\$ -	\$ 444,990	\$ 1,019,734	\$ 30,000	\$ 77,014	\$ 417,708	\$ 226,088	\$ 2,255,534

Program 07711 (Zone 2)

481160	Neighborhood Park Planning	-	31,792	14,994	114,387	7,880	-	-	-	-	169,053
485151	Land Acquisition	-	-	-	1,050	6,517	378,557	-	-	-	386,124
485180	Construction	-	-	1,700	310,608	840,749	-	-	81,799	54,960	1,388,816
Zone 2 Expenditures		\$ -	\$ 31,792	\$ 16,694	\$ 426,045	\$ 855,146	\$ 378,557	\$ -	\$ 81,799	\$ 54,960	\$ 1,844,993
Zone 2 Balance		\$ -	\$ 8,208	\$ (16,694)	\$ 18,945	\$ 164,588	\$ (348,557)	\$ 77,014	\$ 335,909	\$ 171,128	\$ 410,541

Program 07712 (Zone 3)

341880	Other Internal County Services	-	-	-	-	-	-	-	-	163,813	163,813
390283	I/F Transfer From Fund 283	-	-	196,000	216,132	3,109,539	234,822	270,216	359,760	1,221,280	5,007,749
Zone 3 Revenue		\$ -	\$ -	\$ 196,000	\$ 216,132	\$ 3,109,539	\$ 234,822	\$ 270,216	\$ 359,760	\$ 1,385,093	\$ 5,771,562

Program 07712 (Zone 3)

485151	Land Acquisition	-	-	134,610	-	-	-	-	2,500	22,500	159,610
485180	Construction	-	-	195,069	288,264	-	-	-	-	141,313	624,646
Zone 3 Expenditures		\$ -	\$ -	\$ 329,679	\$ 288,264	\$ -	\$ -	\$ -	\$ 2,500	\$ 163,813	\$ 784,256
Zone 3 Balance		\$ -	\$ -	\$ (133,679)	\$ (72,132)	\$ 3,109,539	\$ 234,822	\$ 270,216	\$ 357,260	\$ 1,221,280	\$ 4,987,306

Ending Fund 480 Balance \$ 2,866,464

SDC Zone Reconciliation – 6/30/13

<u>District Wide</u>		
Calculated Fund 480 Balance:		
Net Zone Balance at 6/30/13	\$ 2,672,506	Zone revenue spent at District-Wide level.
<u>Zone 1</u>		
Calculated Fund 480 Balance:		
Net Zone Balance at 6/30/13	\$ (67,862)	
Adjustment to Balance in FY 13-14:		
Budgeted Projects	80,000	Neighborhood Parks Planning
	\$ 80,000	
Adjusted Ending Balance:	\$ 12,138	
<u>Zone 2</u>		
Calculated Fund 480 Balance:		
Net Zone Balance at 6/30/13	\$ (410,541)	
Adjustment to Balance in FY 13-14:		
Budgeted Projects	30,000	Johnson Creek Park
Ending Fund Balances	380,541	From 480 End Balance
	\$ 410,541	
Adjusted Ending Balance:	\$ -	
<u>Zone 3</u>		
Calculated Fund 480 Balance:		
Net Zone Balance at 6/30/13	\$ (4,987,306)	
Adjustment to Balance in FY 13-14:		
Budgeted Projects	50,000	Happy Valley Skate Park
	20,000	Trillium Creek
Ending Fund Balances	2,000,000	From 480 End Balance
	1,500,000	From 280 End Balance
	\$ 3,570,000	
Adjusted Ending Balance:	\$ (1,417,306)	Amount due to Zone 3
Note:	Calculations do not include estimated SDC revenue for FY 13-14. Estimated District-Wide SDC revenue for FY 13-14 is \$1 Million.	

Balfour,
Bowman
& Brae,
Wichita,
Kronberg

What are the next steps?



- Adjust current projects to **ensure equity** by Zone.
- Ensure Zone balance is included at the **forefront of all major capital decisions**.
- Incorporate findings into MP and future District aspirational funding plans.
- **Update SDC ordinance** based on new CIP and updated MP.

Questions?



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Geographic Net Revenue Analysis

NCPRD District Advisory Board

November 20, 2013





Agenda

- Project Objectives & Approach
- Geographic Analysis
- Conclusions/Limitations



Project Objectives & Approach

Project Team

- Gary Barth & Laura Zentner from NCPRD
- Samantha Wolf
 - Portland State University Hatfield School of Government Fellow
- Paul Lewis – Consultant
 - Former city Finance Director and former Deloitte & Touché project manager



Project Objectives & Approach

Project Objectives

- Develop a methodology to assess the balance of revenues and expenses in various areas within NCPRD
- Analyze FY 2012-13 net revenue by geographic area to inform future resource generation and allocation strategies



Project Objectives & Approach

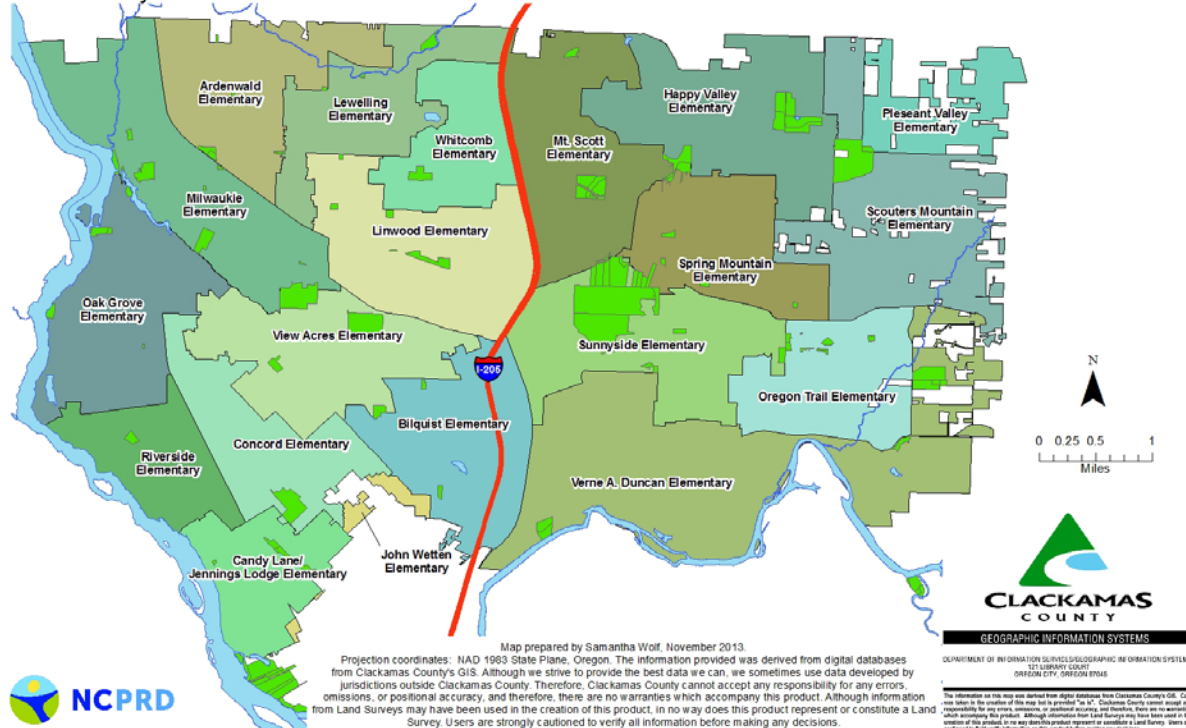
Selection of Geographic Areas

- Considered several different types of geographic areas including census designated places and CPOs
- Used elementary school attendance areas (ESAA)
 - Established “neighborhoods”
 - Generally similar population

Project Objectives & Approach

Selection of Geographic Areas

Elementary School Attendance Areas within NCPRD





Project Objectives & Approach

NCPRD Population Allocation

- NCPRD total 2010 population per Census data and Nielsen/Claritas: 111,772
- Allocated to ESAA's using residential master address file (MAF) points within each ESAA based on the county's GIS system and ESAA boundaries



Project Objectives & Approach

NCPRD Tax Revenue Allocation

- Tax parcels, valuation and taxes paid identified by ESAA
- Taxes paid on residential valuation assigned to their “home” ESAA
- Taxes on commercial, industrial, personal and utility property allocated to ESAAs based on population

Project Objectives & Approach

Revenue Allocation Summary

<u>Revenue Source</u>	<u>Amount</u>	<u>%</u>	<u>Allocation Factor</u>
Residential Property Tax	\$ 3,836,152	49.4%	Home ESAA
Commercial & Industrial Property Tax	\$ 1,480,532	19.1%	Population of ESAA
Personal and Utility Property Tax	\$ 97,268	1.3%	Population of ESAA
Direct Program Revenue	\$ 2,344,920	30.2%	Offset to Program Expenses
Total	\$ 7,758,872	100%	
Total Less Direct Program Revenue	\$ 5,413,952		



Project Objectives & Approach

Expense Allocation Summary

- Administration allocated to departments based on net expense
- Maintenance allocated based on park location and location and population for regional facilities
- All other “regional” facilities & services costs allocated based on population

Project Objectives & Approach

Expense Allocation Summary

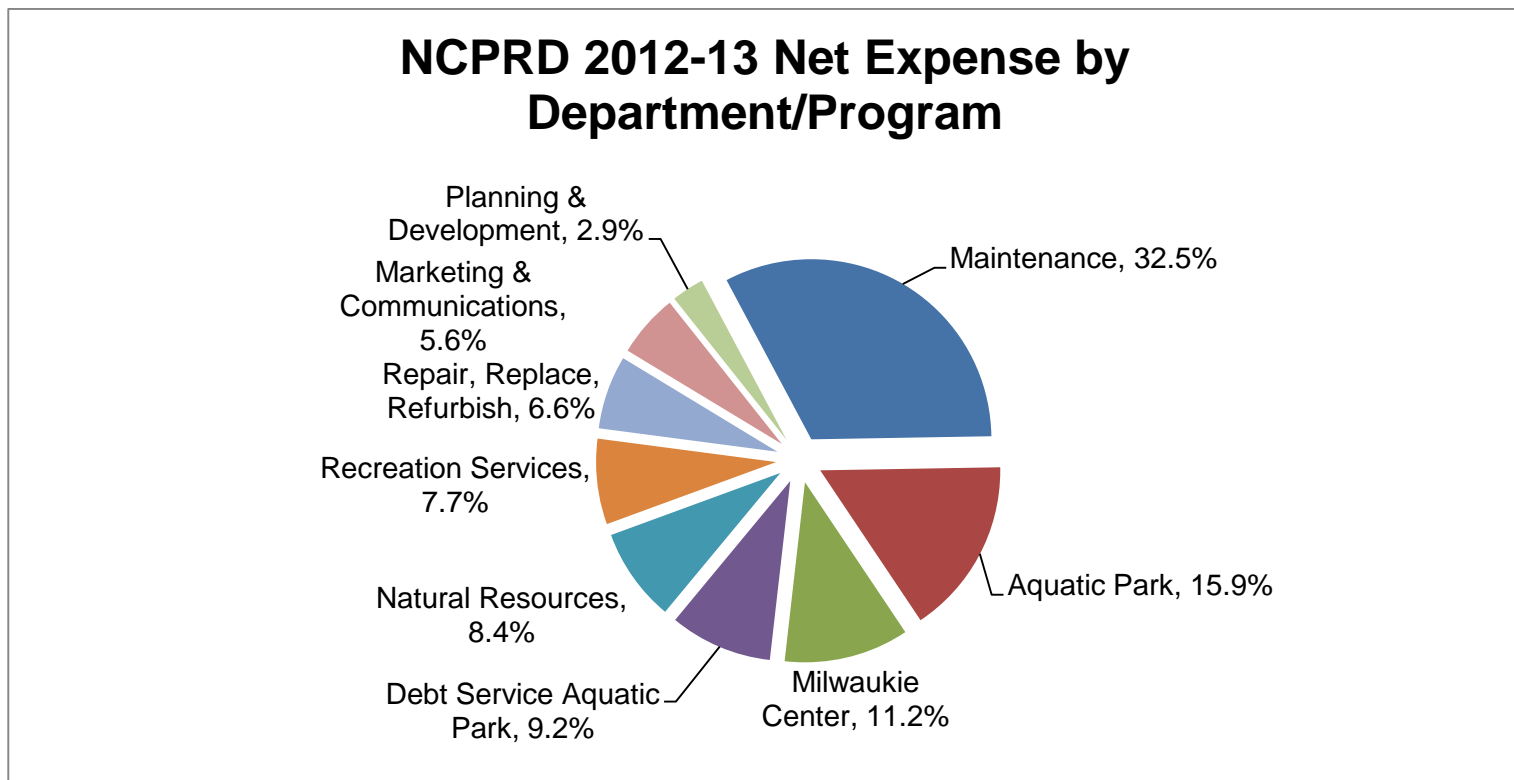
<u>Department or Program</u>	<u>Net Expense¹</u>	<u>%</u>	<u>Allocation Factor</u>
Debt Service	\$ 500,000	9.2%	Population of ESAA
Asset Replacement Reserves	\$ 357,400	6.6%	50% Population; 50% Park Acres
Maintenance Services	\$ 1,764,330	32.5%	Park Maintenance Estimate ²
Recreation Services	\$ 415,554	7.7%	Population of ESAA
Milwaukie Center	\$ 608,218	11.2%	Population of ESAA
Aquatic Center	\$ 860,949	15.9%	Population of ESAA
Marketing and Communications	\$ 306,411	5.6%	Population of ESAA
Planning	\$ 157,878	2.9%	Population of ESAA
Natural Resources	\$ 455,669	8.4%	Population of ESAA
Total	\$ 5,426,409	100%	

1) Includes NCPRD and County administrative costs; Net of direct revenue

2) A portion of the cost of regional parks allocated using population

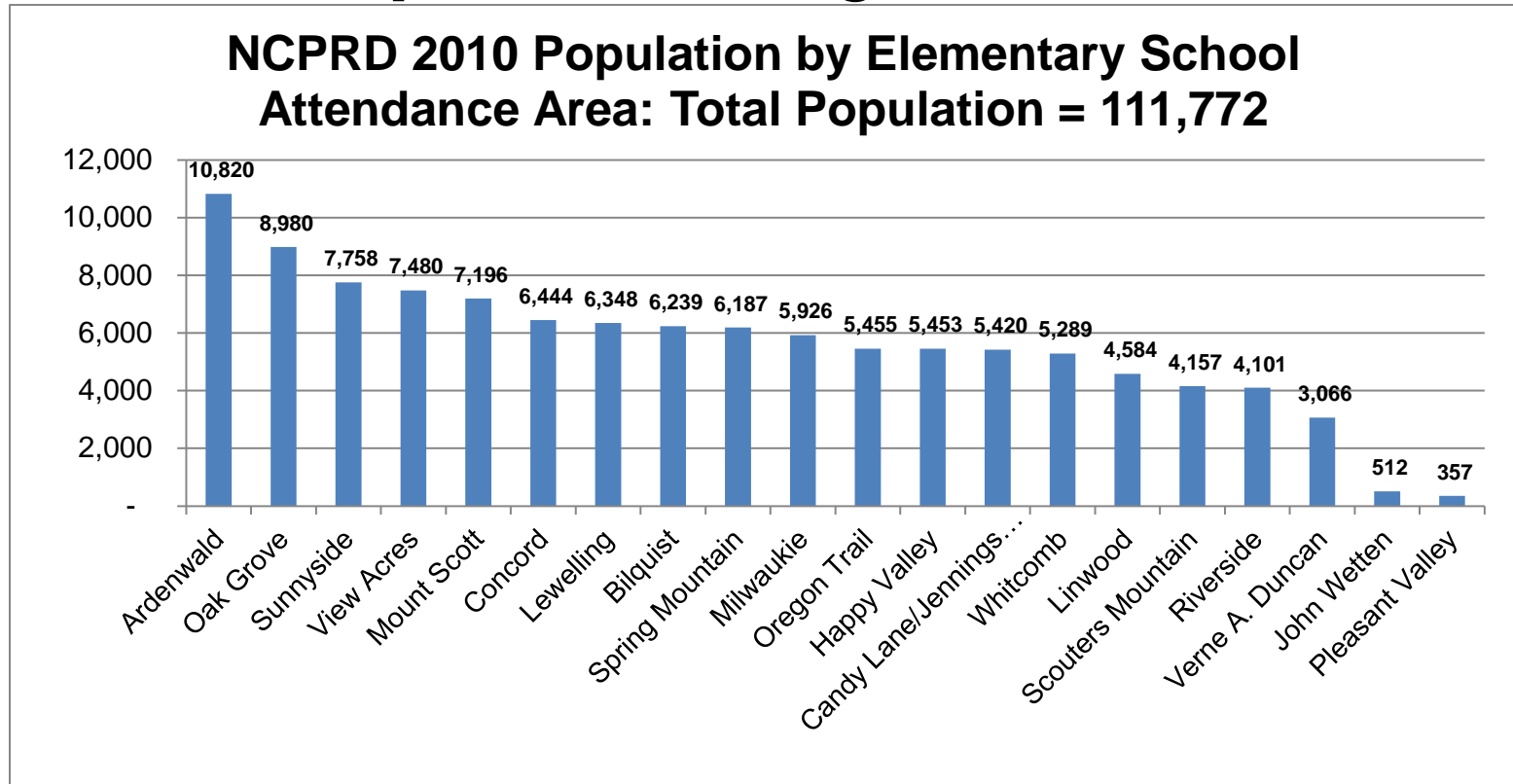
Project Objectives & Approach

Expense Allocation Summary



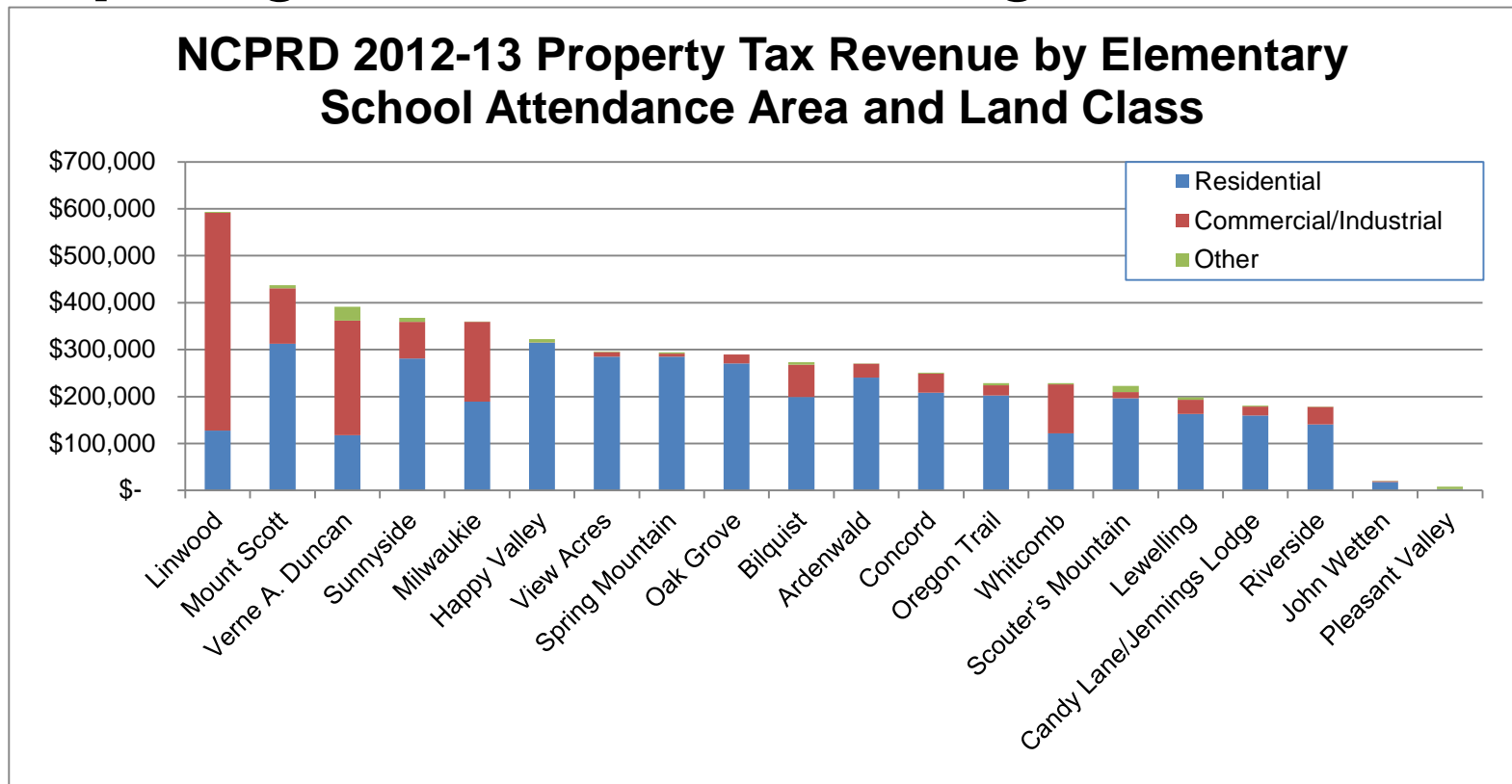
Geographic Analysis

NCPRD Population by ESAA



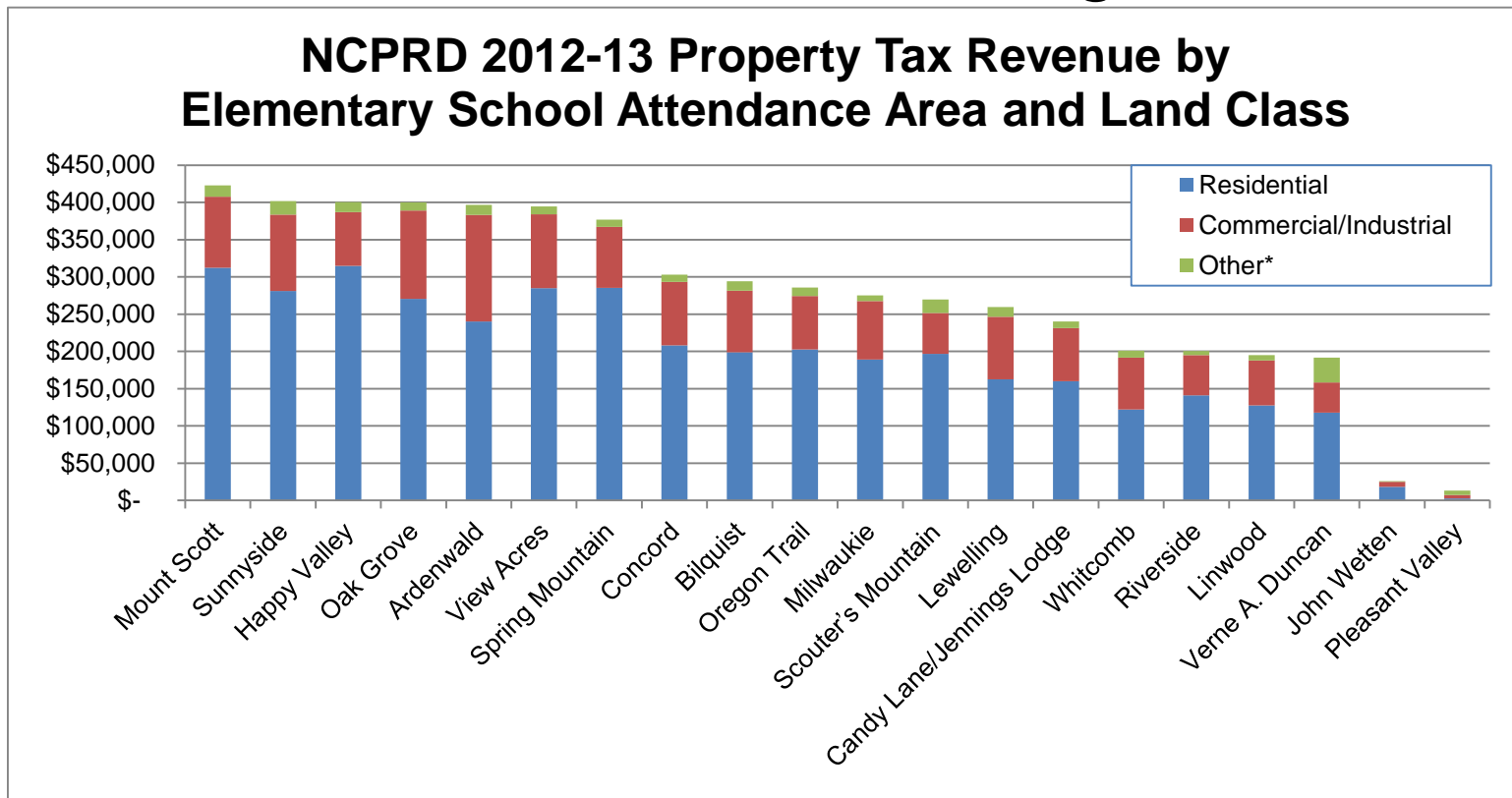
Geographic Analysis

Property Tax Revenue by ESAA



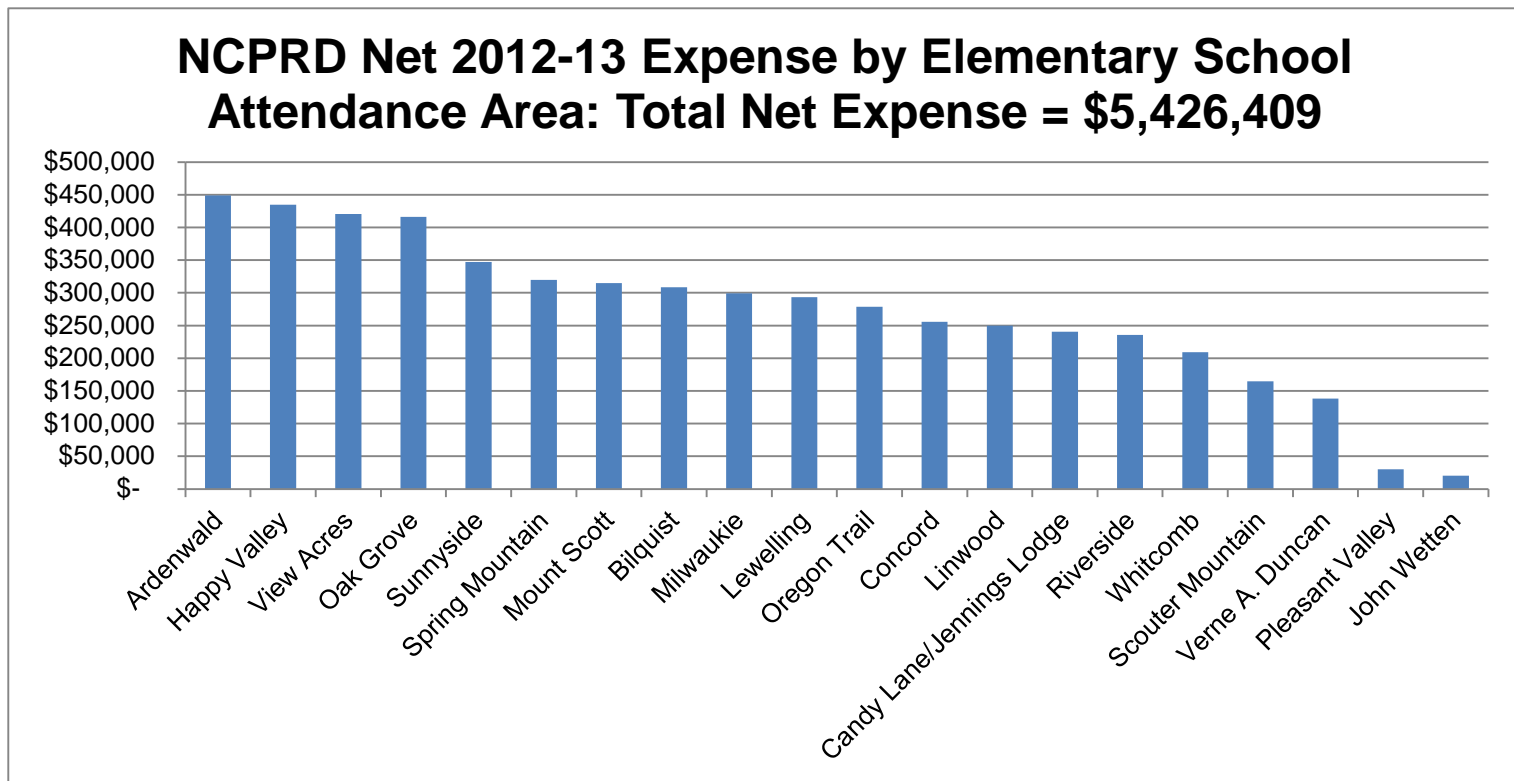
Geographic Analysis

Allocated Tax Revenue by ESAA



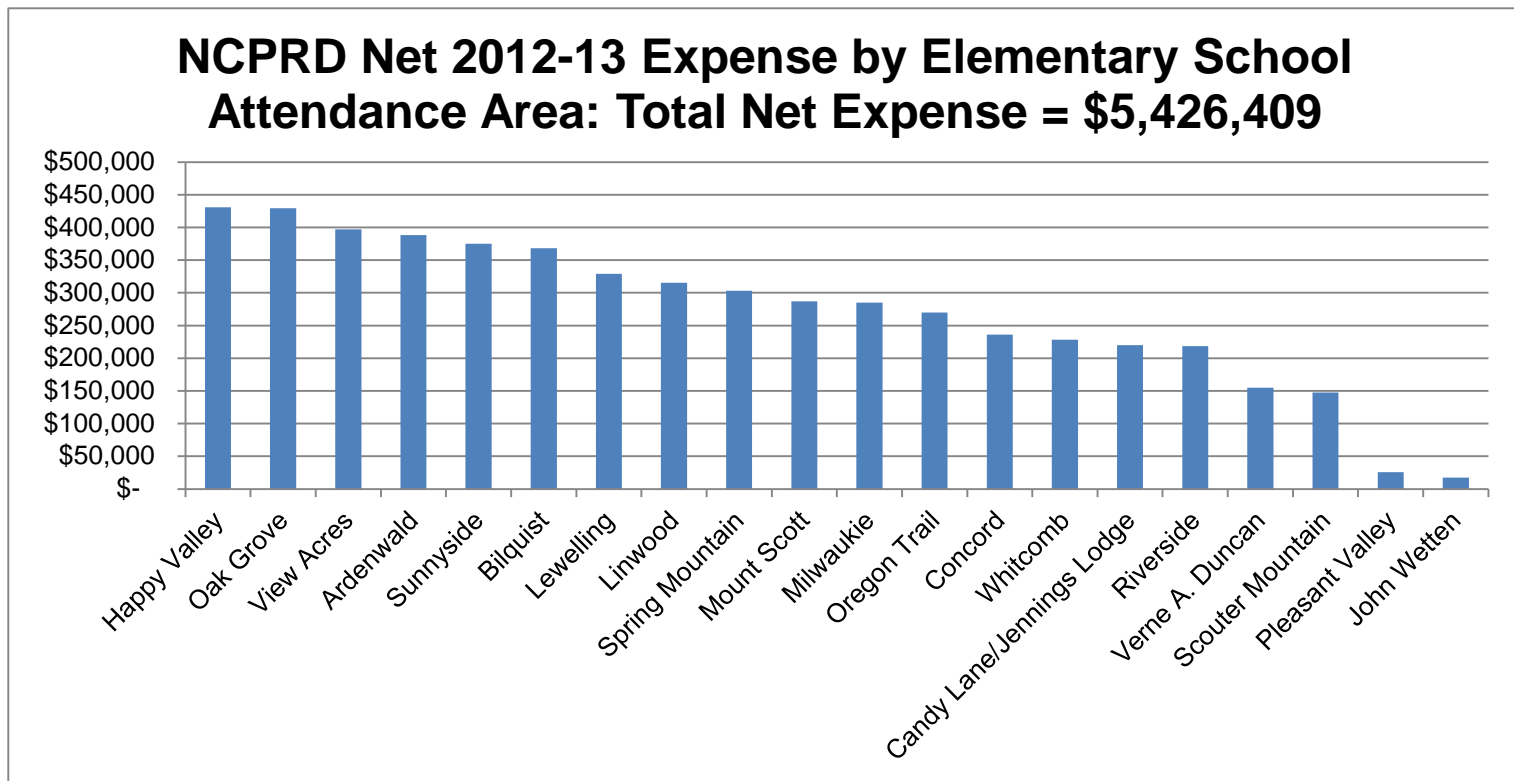
Geographic Analysis

Park Maintenance Expense by ESAA



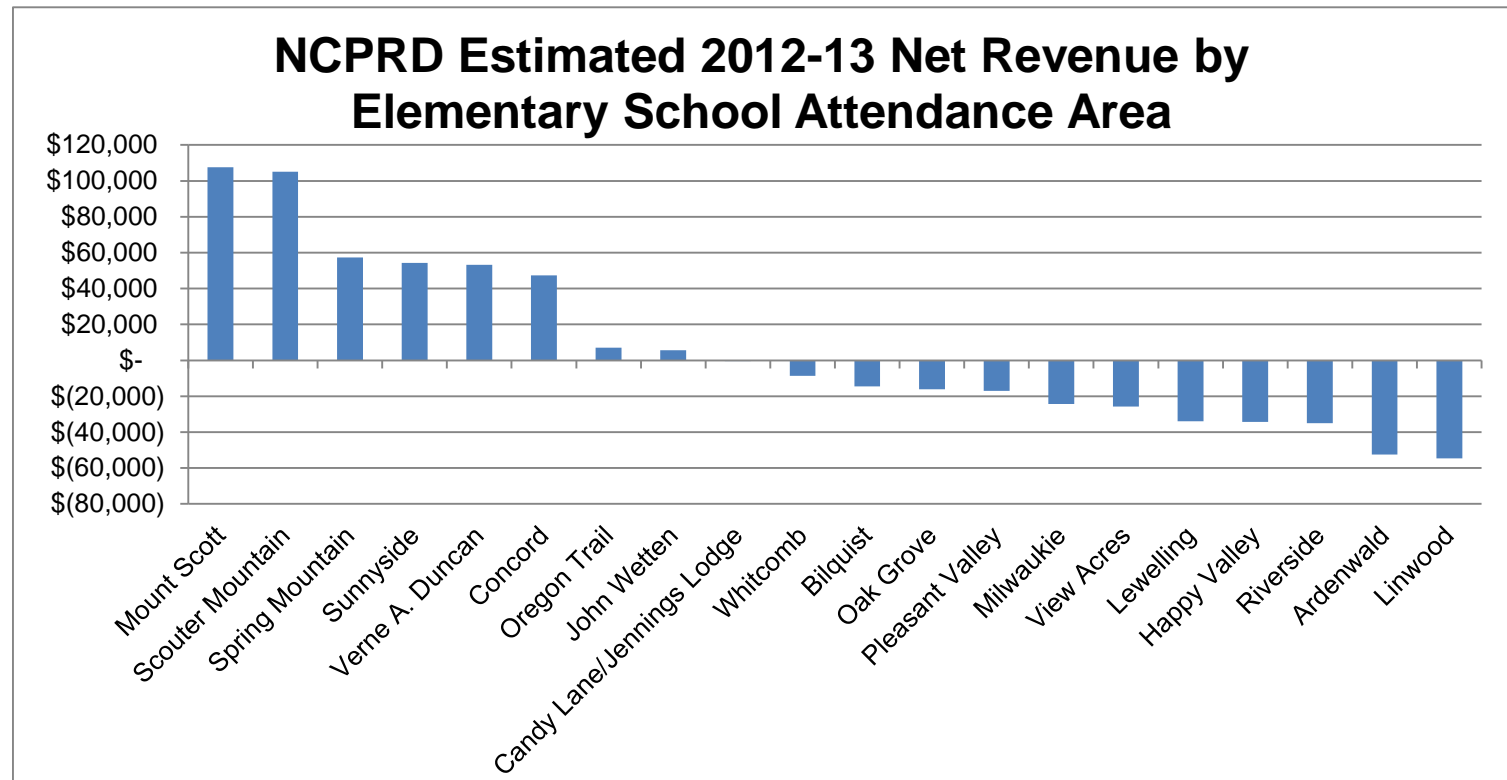
Geographic Analysis

Total Net Operating Expense by ESAA



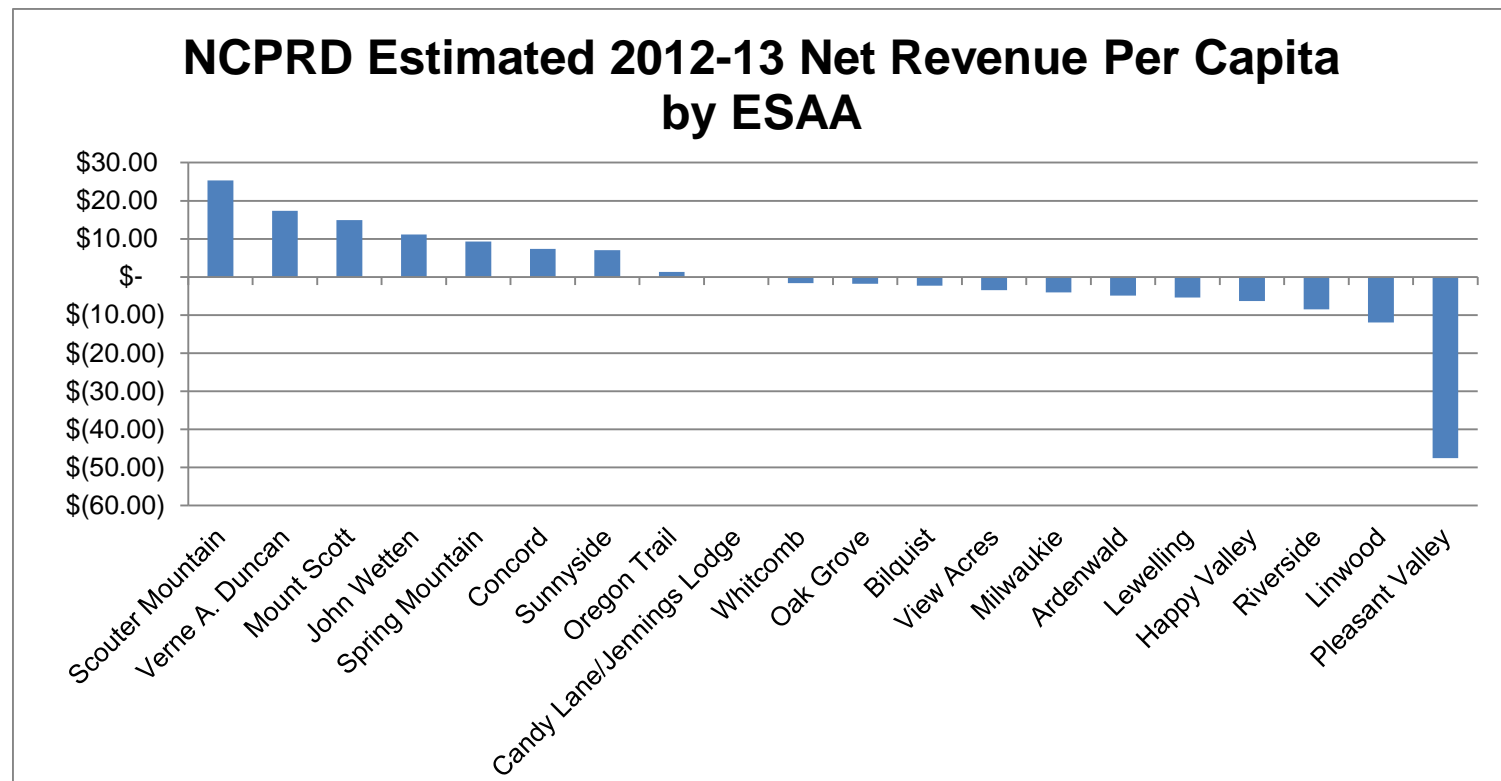
Geographic Analysis

NCPRD Net Revenue by ESAA



Geographic Analysis

Net Revenue per Capita by ESAA



Geographic Analysis

Net Revenue per Capita by ESAA

	ESAA	Population	Total Revenue	Total Rev/ Capita	Park/Trail Maintenance	Park/Trail/ Capita	All Other Expense	All Other/ Capita	Total Expense	Total Expense/ Capita	Net Revenue	Net Revenue/ Capita
Donor	Scouters	4,157	\$ 269,778	\$ 65	\$ 30,184	\$ 7	\$ 134,405	\$ 32	\$ 164,589	\$ 40	\$ 105,189	\$ 25
	Verne Duncan	3,066	\$ 191,582	\$ 62	\$ 38,459	\$ 13	\$ 99,951	\$ 33	\$ 138,410	\$ 45	\$ 53,172	\$ 17
	Mt Scott	7,196	\$ 422,672	\$ 59	\$ 80,938	\$ 11	\$ 234,115	\$ 33	\$ 315,053	\$ 44	\$ 107,620	\$ 15
	John Wetten	512	\$ 25,964	\$ 51	\$ 3,718	\$ 7	\$ 16,554	\$ 32	\$ 20,272	\$ 40	\$ 5,692	\$ 11
	Spring Mt	6,187	\$ 377,002	\$ 61	\$ 115,944	\$ 19	\$ 203,636	\$ 33	\$ 319,579	\$ 52	\$ 57,422	\$ 9
	Concord	6,444	\$ 303,167	\$ 47	\$ 47,427	\$ 7	\$ 208,381	\$ 32	\$ 255,808	\$ 40	\$ 47,359	\$ 7
	Sunnyside	7,758	\$ 401,632	\$ 52	\$ 94,550	\$ 12	\$ 252,768	\$ 33	\$ 347,318	\$ 45	\$ 54,314	\$ 7
Close to Break-Even	Oregon Trail	5,455	\$ 285,880	\$ 52	\$ 99,461	\$ 18	\$ 179,403	\$ 33	\$ 278,864	\$ 51	\$ 7,016	\$ 1
	CL/Jennings	5,420	\$ 240,084	\$ 44	\$ 63,931	\$ 12	\$ 176,485	\$ 33	\$ 240,415	\$ 44	\$ (331)	\$ (0)
	Whitcomb	5,289	\$ 200,825	\$ 38	\$ 38,404	\$ 7	\$ 171,005	\$ 32	\$ 209,409	\$ 40	\$ (8,584)	\$ (2)
	Oak Grove	8,980	\$ 399,995	\$ 45	\$ 122,918	\$ 14	\$ 293,266	\$ 33	\$ 416,183	\$ 46	\$ (16,188)	\$ (2)
	Bilquist	6,239	\$ 294,087	\$ 47	\$ 103,862	\$ 17	\$ 204,686	\$ 33	\$ 308,548	\$ 49	\$ (14,460)	\$ (2)
	View Acres	7,480	\$ 394,641	\$ 53	\$ 172,580	\$ 23	\$ 247,834	\$ 33	\$ 420,414	\$ 56	\$ (25,773)	\$ (3)
	Milwaukie	5,926	\$ 274,988	\$ 46	\$ 104,496	\$ 18	\$ 194,713	\$ 33	\$ 299,209	\$ 50	\$ (24,222)	\$ (4)
	Ardenwald	10,820	\$ 396,457	\$ 37	\$ 98,048	\$ 9	\$ 350,821	\$ 32	\$ 448,869	\$ 41	\$ (52,412)	\$ (5)
	Lewelling	6,348	\$ 259,418	\$ 41	\$ 86,158	\$ 14	\$ 207,274	\$ 33	\$ 293,432	\$ 46	\$ (34,013)	\$ (5)
	Happy Valley	5,453	\$ 400,427	\$ 73	\$ 247,889	\$ 45	\$ 186,856	\$ 34	\$ 434,745	\$ 80	\$ (34,318)	\$ (6)
Bene- factor	Riverside	4,101	\$ 200,441	\$ 49	\$ 99,298	\$ 24	\$ 136,115	\$ 33	\$ 235,412	\$ 57	\$ (34,972)	\$ (9)
	Linwood	4,584	\$ 195,174	\$ 43	\$ 98,314	\$ 21	\$ 151,504	\$ 33	\$ 249,818	\$ 54	\$ (54,644)	\$ (12)
	Pleasant Valley	357	\$ 13,092	\$ 37	\$ 17,753	\$ 50	\$ 12,310	\$ 34	\$ 30,063	\$ 84	\$ (16,971)	\$ (48)
	Total	111,772	\$5,547,304	\$ 50	\$ 1,764,330	\$ 16	\$3,662,079	\$ 33	\$5,426,409	\$ 49	\$ 120,895	\$ 1



Conclusions/Limitations

- Location of tax base, population and NCPRD facilities doesn't always match
- Very few significant "donor" or "benefactor" ESAAs
- Residential assessed value is the primary influence on revenue location
- Location of parks and population are the primary influences on expenses



Conclusions/Limitations

- Allocation of commercial/industrial tax revenue using population helps level revenue across ESAs
- More than 60% of expenses related to regional services and facilities which also levels expenses across ESAs
- Population estimates are from 2010 while financial data is from 2012-13



Thank You

- Acknowledgements
- Questions/Discussion



NORTH CLACKAMAS

PARKS & RECREATION DISTRICT

HISTORY OF CAPITAL EXPENDITURES (CAPeX)



What is CAPEX?



- **Capital expenditure – value in excess of \$5,000 with life greater than 1 year**
 - Parks, Facilities, Trails
- Expenditures include
 - Planning, design, engineering, construction, land acquisition, etc.
 - Does not include rolling stock
- Fund 480

CAPEX – Why is it needed?



- **Confusion/Questions - NCPRD capital assets**
 - Who owns? Who maintains? Who insures?
 - County, City of Milwaukie, NCPRD, Metro, Happy Valley, NC12
 - How were assets paid for?
 - Grants, SDCs, NCPRD GF, County GF, FFC Debt
- Are assets equitably distributed across the District?
- Unable to answer some questions
 - Creates doubt & mistrust

What will CAPEX help us achieve?

- Create transparency and openness with citizens
 - Build Trust
- Tell the story of the District
 - Complexity
 - Branding
- Clear up confusion about capital assets
- Create equity among residents
 - Uncover inequities
- Help guide MP and future aspirational funding objectives



How did we go about analyzing the Capital Assets?



22
years

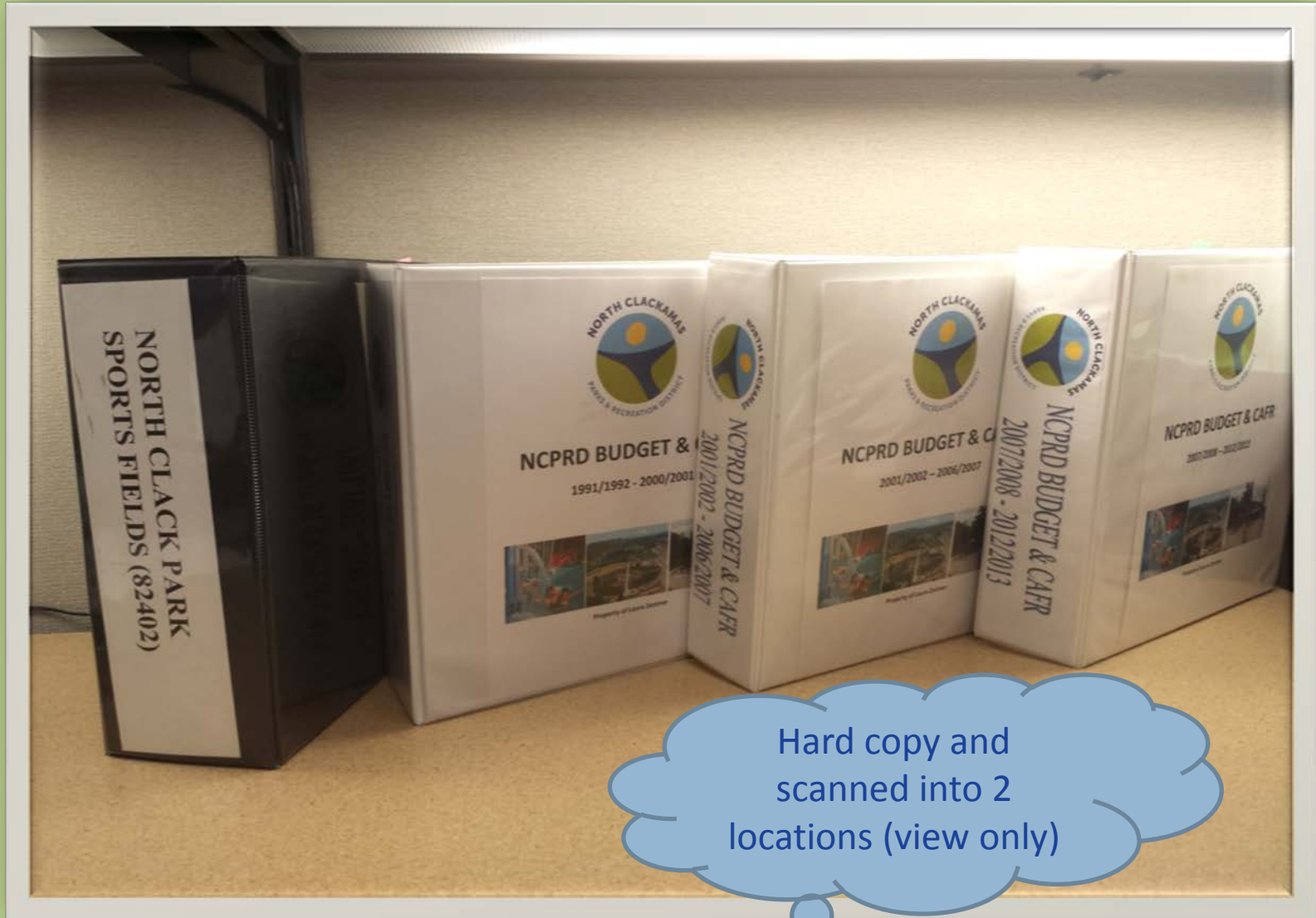
- Located all NCPRD Comprehensive Annual Financial Reports (CAFR) and budgets since the inception of the District
 - Created binders/scanned all documents
- Created spreadsheet
 - By fiscal year
 - Total revenues/capital expenditures

Expense detail
by planning,
construction,
land acquisition,
etc.

Comprehensive Annual Financial Reports

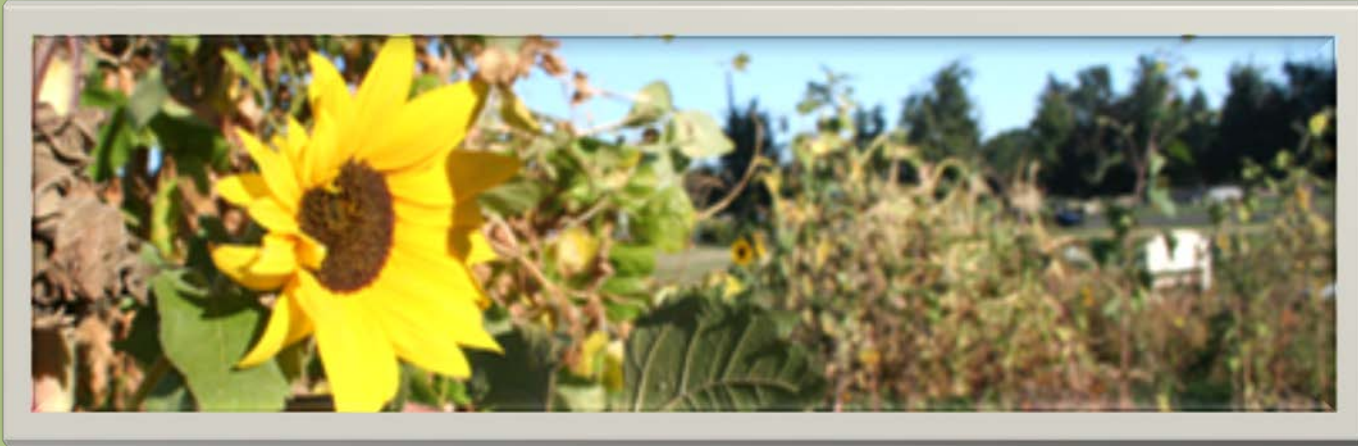


Budget Financial Reports



Hard copy and
scanned into 2
locations (view only)

What did we do next?



- Needed to determine expenditures by project
 - Project information back to 1999 via financial system
 - \$10 M with no project codes
 - Drilled down to vendor level to assign to facility/project

Expenditures by Project

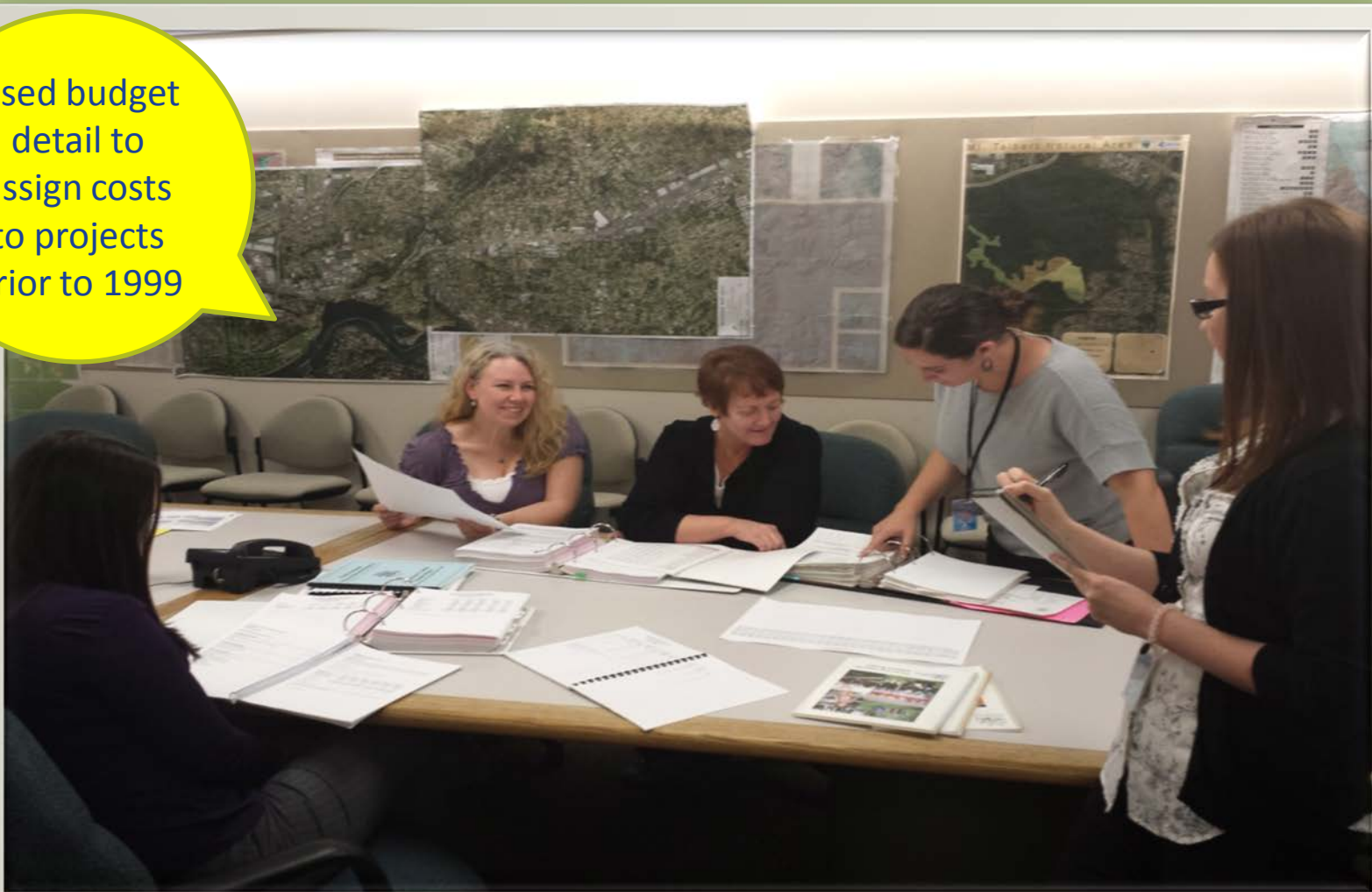
Project detail for 1999 - 2013

Project #	Project Name	Totals
00	No Project Number	10,717,030
82024	Spring Park Natural Area	\$ 6,600
82033	Trolley Trail- Arista Drive	\$ 5,169
82035	Concession Stand- Hood View Pk	\$ 55
82038	Mt Scott/Scouter's Mt Lp Trail	\$ 5,000
82042	OSLD Grant- Riskey	\$ 108,877
82044	NCP- Mt Scott Crk-WES1	\$ 33,545
82059	Sunnyside Village Park #5	\$ 166,313
82143	Hood View Playground	\$ 8,860
82302	North Clackamas Park	\$ 3,793
82303	Furnberg Park	\$ 7,585
82305	Water Tower Park	\$ 33,563
82317	Riskey Park	\$ 833
82327	Aquatic Park	\$ 30,000
82331	Justice Park	\$ 2,450
82338	Mill Park	\$ 165,663
82343	Sieben Creek	\$ 1,455
82355	Pfeifer Property	\$ 623,145
82357	Ashley Meadows	\$ 344,968
82358	Summerfield Property	\$ 88,809
82359	Trolley Trail Pre-Eng ODOT Gran	\$ 514,497
82360	Mt Talbert	\$ 28,776
82363	Village Green	\$ 161,590
82366	Altamont Park	\$ 574,230
82367	Inactive	\$ 131,545
82368	Stringfield Residence	\$ 74,988
82369	Trillium Creek Park	\$ 150,325
82373	NCP Cal Ripkin Grant	\$ 29,766
82374	NCP North Planning	\$ 86,993
82375	Trolley Trail Const Grant Ph 1	\$ 719,012
82378	Harmony/Three Creeks Planning	\$ 177,833
82379	View Acres School Soccer	\$ 145,769
82380	Lot Whitcomb School Soccer	\$ 122,433
82381	Alder Creek Middle School Soccer	\$ 339,633
82382	CIP/SDC Preparation	\$ 5,216
82383	Milwaukie Riverfront	\$ 100,000
82384	Stringfield Design & Engineering	\$ 110,126
82385	Stringfield Park	\$ 1,163,989
82387	Hood View Park	\$ 9,778,705
82388	Aldercreek Softball Field	\$ 47,423
82389	172nd Avenue Project	\$ 378,788
82390	Skate Park @ 162nd	\$ 26,975
82391	Sunnyside Village	\$ 16,457
82402	N Clackamas Pk Sports Fields	\$ 2,562,375
82403	Fall Into Art	\$ 1,464
82404	Trolley-Trail- Non Grant	\$ 547
	Total	\$ 29,803,168

No Project code for \$10 M out of \$29.8 M

Staff Reviewed 22 years of Budgets & Financial Reports

Used budget detail to assign costs to projects prior to 1999



Total Expenditures by Project

1992 - 2013

Facility Name	Project	Total
117th and Sunnyside	82026	\$ -
142nd and Territory	NA	\$ -
Alder Creek Middle School	82381	\$ 412,587
Alma Myra Park	82328	\$ 499,043
Altamont Park	82366	\$ 582,741
Ann-Toni Schreiber Park	82333	\$ 831,624
Aquatic Park	82327	\$ 10,922,466
Ardenwald Park	82307	\$ 56,100
Ashley Meadows Park	82357	\$ 505,508
Balfour Property	NA	\$ -
Ball-Michel Park (Lewelling)	82002	\$ -
Boardman Slough	NA	\$ 40,000
Bridgeton Street Property	NA	\$ -
Bunnell Park	82342	\$ 7,068
Century Park	82313	\$ 160,000
CIP/SDC Preparation	82382	\$ 97,159
Dogwood Park	82310	\$ -
Ella V. Osterman Park	82371	\$ -
Fall into Art	82403	\$ 1,464
Forest Creek Open Space	NA	\$ -
Furnberg Park	82303	\$ 129,585
Harmony Road Neighborhood Park	82032	\$ 462,833
Heddie Notz Park	82329	\$ 409,314
Highland Summit Open Space	NA	\$ -
Homewood Park	82010	\$ 100,000
Hood View Park	82387	\$ 18,233,139
Hull Street Open Space	NA	\$ -
James Abele Park Property	82330	\$ 45,237
Johnson Creek Blvd Property/Luther Rd	82012	\$ 378,283
Justice Property	82331	\$ 152,587
Lake Oswego to Milwaukie connection	82406	\$ 5,000
Lot Whitcomb ES Field	82380	\$ 122,433
Master Plan 2004	NA	\$ 97,852
Mill Park	82338	\$ 415,273
Milwaukie Center in North Clackamas Park	NA	\$ 231
Milwaukie High School Field	NA	\$ 250,000
Minthorn North Natural Area	82016	\$ -
Monroe/Washington Triangle	NA	\$ -
Mt. Scott/Scouters Mountain Trail	82038	\$ 9,100
Mt. Talbert Nature Park	82360	\$ 1,790,144
North Clackamas Park	82302	\$ 2,696,031
Orchard Summit Open Space	NA	\$ -
Pfeifer Park	82355	\$ 1,479,177
Pioneer Park (Sunnyside Village #5)	82059	\$ 182,770
Rex Putnam HS Field	82019	\$ 250,000
Risley Park	82317	\$ 525,935
Riverfront Park/Jefferson Street Boat Ramp	82383	\$ 100,000
Rivervilla Park	82341	\$ 396,011
Robert Kronberg Park (Kellogg Park)	82020	\$ -
Roswell Pond Open Space	NA	\$ -
Scott Creek Park	82044	\$ 33,545
Scott Park	82336	\$ 34,056
Shannon View Open Space	NA	\$ -
Sieben Park	82343	\$ 74,455
Southern Lites Neighborhood Park	82340	\$ 232,560
Spring Park Natural Area	82024	\$ 6,600
Stanley Park	82025	\$ -
Stringfield Park	82385	\$ 1,955,792
Summerfield Park	82358	\$ 117,298
Swanson Place Property	NA	\$ -
Trillium Creek Park	82369	\$ 177,470
Trolley Trail	82033	\$ 1,294,036
View Acres Elementary Field	82379	\$ 145,769
Village Green Park	82363	\$ 402,818
Water Tower Park	82305	\$ 30,601
Well #8 Open Space	NA	\$ -
Wichita Park Property (Water)	NA	\$ 3,019
Willamette Drive Open Space	NA	\$ 48,500
Total Expenditures		\$ 46,903,214

Hood
View
Park-
\$18.2 M

\$47 Million
in
expenditures
detailed by
project

Revenue/Expense Overview

Revenue by Type

Program Description	Totals	%
Bond Sale Proceeds	\$ 19,989,906	40.2%
I/F Transfer From Fund 280	\$ 6,648,159	13.4%
I/F Transfer From Fund 283	\$ 5,607,749	11.3%
Local & Other Gov Grants	\$ 5,541,163	11.1%
I/F Transfer From Fund 113	\$ 4,212,380	8.5%
Interagency Trans From Fund 100	\$ 2,000,000	4.0%
Contributions and Donations	\$ 1,489,583	3.0%
I/F Transfer From Fund 282	\$ 1,375,765	2.8%
Grants	\$ 1,154,673	2.3%
Interest Earned	\$ 822,639	1.7%
I/F Transfer From Fund 226	\$ 325,000	0.7%
Other Internal County Services	\$ 163,813	0.3%
Misc Revenue	\$ 150,610	0.3%
FEMA Reimbursement	\$ 112,712	0.2%
State Revenues (Grants)	\$ 106,728	0.2%
I/F Transfer From Fund 281	\$ 68,798	0.1%
Total Revenues	\$ 49,769,678	100.0%

SDC Zone	Zone Description	Total
Zone 1		
	City of Milwaukie Area	\$ 3,581,941
Zone 2		
	Unincorporated Clackamas County area within the district, west of I-205	\$ 19,202,522
Zone 3		
	City of Happy Valley, plus the unincorporated Clackamas County area within the district, east of I-205	\$ 24,118,751
Total Expenses		\$ 46,903,214


Expense by Zone

Zone 1 Detail

<i>Zone 1</i>	Total
Ardenwald Park	\$ 56,100
Balfour Property	\$ -
Ball-Michel Park (Lewelling)	\$ -
Century Park	\$ 160,000
Dogwood Park	\$ -
Furnberg Park	\$ 129,585
Homewood Park	\$ 100,000
Milwaukie Center in North Clackamas Park	\$ 231
Milwaukie High School Field	\$ 250,000
Minthorn North Natural Area	\$ -
Monroe/Washington Triangle	\$ -
North Clackamas Park	\$ 2,696,031
Riverfront Park/Jefferson Street Boat Ramp	\$ 100,000
Robert Kronberg Park (Kellogg Park)	\$ -
Roswell Pond Open Space	\$ -
Scott Park	\$ 34,056
Spring Park Natural Area	\$ 6,600
Stanley Park	\$ -
Water Tower Park	\$ 30,601
Well #8 Open Space	\$ -
Wichita Park Property (Water)	\$ 3,019
Other	\$ 15,718
City of Milwaukie Area	\$ 3,581,941

Zone 2 Detail

Zone 2	Total
Alder Creek Middle School	\$ 412,587
Alma Myra Park	\$ 499,043
Ann-Toni Schreiber Park	\$ 831,624
Aquatic Park	\$ 10,922,466
Boardman Slough	\$ 40,000
Bunnell Park	\$ 7,068
Harmony Road Neighborhood Park	\$ 462,833
Heddie Notz Park	\$ 409,314
Hull Street Open Space	\$ -
Johnson Creek Blvd Property/Luther Rd	\$ 378,283
Lake Oswego to Milwaukie connection	\$ 5,000
Lot Whitcomb ES Field	\$ 122,433
Mill Park	\$ 415,273
Rex Putnam HS Field	\$ 250,000
Risley Park	\$ 525,935
Rivervilla Park	\$ 396,011
Stringfield Park	\$ 1,955,792
Swanson Place Property	\$ -
Trolley Trail	\$ 1,294,036
View Acres Elementary Field	\$ 145,769
Willamette Drive Open Space	\$ 48,500
Other	\$ 80,555
<i>Unincorporated Clackamas County area within the district, west of I-205</i>	\$ 19,202,522



\$4.6 M to
be added to
Trolley Trail

Zone 3 Detail

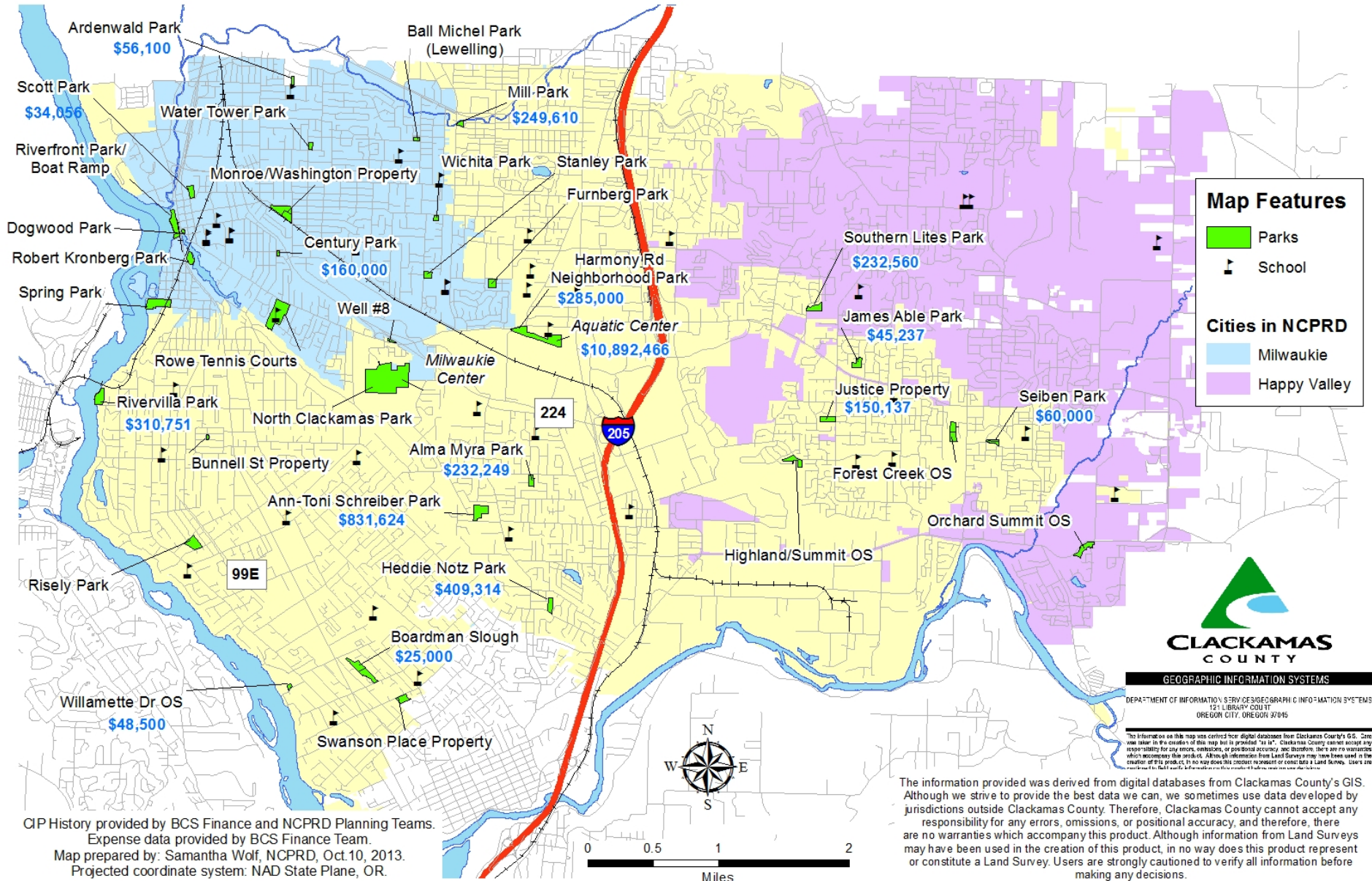
<i>Zone 3</i>	Total
117th and Sunnyside	\$ -
142nd and Territory	\$ -
Altamont Park	\$ 582,741
Ashley Meadows Park	\$ 505,508
Bridgeton Street Property	\$ -
Ella V. Osterman Park	\$ -
Forest Creek Open Space	\$ -
Highland Summit Open Space	\$ -
Hood View Park	\$ 18,233,139
James Abele Park Property	\$ 45,237
Justice Property	\$ 152,587
Mt. Scott/Scouters Mountain Trail	\$ 9,100
Mt. Talbert Nature Park	\$ 1,790,144
Orchard Summit Open Space	\$ -
Pfeifer Park	\$ 1,479,177
Pioneer Park (Sunnyside Village #5)	\$ 182,770
Scott Creek Park	\$ 33,545
Shannon View Open Space	\$ -
Sieben Park	\$ 74,455
Southern Lites Neighborhood Park	\$ 232,560
Summerfield Park	\$ 117,298
Trillium Creek Park	\$ 177,470
Village Green Park	\$ 402,818
Other	\$ 100,202
<i>City of Happy Valley, plus the unincorporated Clackamas County area within the district, east of I-205</i>	\$ 24,118,751

Contributed Capital?

- Need to add Trolley Trail (Zone 2)
 - \$4.6 Million as Contributed Capital
 - Added as part of FY 12/13 audit
 - Audit still in process



First 5 Years (1991 – 1995/96)



CIP History provided by BCS Finance and NCPRD Planning Teams.
Expense data provided by BCS Finance Team.
Map prepared by: Samantha Wolf, NCPRD, Oct. 10, 2013.
Projected coordinate system: NAD State Plane, OR.

What are the next steps?



- Finish GIS Maps in 5 year increments showing how capital assets were acquired over the last 22 years.
- Analyze Revenue By Project.
- Incorporate finding into MP and future District aspirational funding plans.
- Incorporate into NCPRD story



Summary

- Work not complete yet
 - Still need to analyze revenue by project
- The District is complex
- Will incorporate into Master Plan
- Will incorporate into “District Story”
- Will present findings to DAB, CCAB, City of Happy Valley & City of Milwaukie
- Partnerships are critical to provide best service to citizens

Questions?

Laura Zentner, CPA
BCS Deputy Director
503.742.4351
Lzentner@co.clackamas.or.us





**NORTH CLACKAMAS
PARKS & RECREATION DISTRICT**

Administration

150 Beaver Creek Rd.
Oregon City, OR 97045
503.742.4348 phone 503.742.4349 fax
ncprd.com

Memo

Date: October 21, 2013
To: Don Krupp, County Administrator
From: Gary Barth, Director BCS and Director of NCPRD
RE: NCPRD and Happy Valley IGA Amendment

A handwritten signature in black ink, appearing to read 'G. Barth', is written over the 'From:' line of the memo header.

NCPRD and the City of Happy Valley entered into an Intergovernmental Agreement August 2005 after Happy Valley annexed into the District. The IGA outlines the roles and responsibilities between the two parties.

Section 5 defines services provided by the City for the District for which NCPRD will provide payment to the city for said services. Section 5G outlines the payment terms. Section 5H is the one section in the IGA that contains a date range. During the period of between January 1, 2012 and September 15, 2012 the City was to notify the District whether or not the city would continue to provide the services in section 5. If the city chose to discontinue providing direct services then the District would assume those responsibilities and discontinue payments to the City accordingly.

The City and NCPRD mutually agreed to extend that date range in 5H to be between March 1, 2013 and September 30, 2013 in recognition that the District was embarking on a master plan update that may influence the city's decision.

In June 2013, the Board of NCPRD authorized staff and the District Advisory Board to enter into a second phase of analysis to explore an "aspirational" master plan for Board consideration in spring 2014. As a result the City staff and the District staff have proposed that a second amendment be entered into between the City and the District that will again extend the date in section 5H to be between October 1, 2013 and December 31, 2014. That will allow for completion of the District master plan before the City of Happy Valley has to make a decision on services they currently provide as outlined in section 5 of the IGA.

The City has provided the District a copy of a City Council resolution that authorized the City Manager to sign Amendment No. 2 to extend the date range in paragraph 5H to between October 1, 2013 and December 31, 2014. The City Manager signed and forwarded that Amendment to the District for signature. Staff is requesting that the NCPRD Board sign Amendment No. 2 to fully execute the extension or pass a resolution that would authorize the Director of NCPRD to sign the extension on behalf of the District.

Copies of relevant documents are attached. I recommend we take this to the NCPRD Board during an Issues discussion for final direction.

10/28/2008

COOPERATIVE INTERGOVERNMENTAL AGREEMENT

This Cooperative Intergovernmental Agreement (this "Agreement"), made this 21st day of October 2008, is entered by and between North Clackamas Parks and Recreation District, a county service district formed under ORS Chapter 451 hereinafter referred to as "District," and the City of Milwaukie, hereinafter referred to as "City," pursuant to the provisions of the Intergovernmental Cooperation Act, ORS 190.003-190.250.

WHEREAS, City is part of the District; and

WHEREAS, the District provides park services for the benefit of City residents; and

WHEREAS, the parties desire to revise that certain intergovernmental agreement dated August 20, 1992 to better clarify the roles and relationship of the parties regarding the provision of park and recreation services; and

WHEREAS, when the District was established in 1990 by a vote of the Clackamas County residents, the District agreed to acquire land and develop regional parks and recreation facilities for the North Clackamas area including:

- A State-of-the Art Aquatics Complex;
- 4 Lighted Softball Fields;
- 2 Lighted Soccer Fields;
- 2 Multi-purpose fields;
- 1 Riverfront Park in Oak Grove;
- Approximately 75 Acres of Natural Areas;
- Walking Trails Linking North Clackamas Park, the Southern Pacific Property (now called North Clackamas District Park), and Mount Talbert; and

WHEREAS, the City maintained and operated the Milwaukie Center through August 31, 1992; and

WHEREAS, during the fiscal year 1991-92, the District provided the City of Milwaukie with the funding to maintain and operate the Milwaukie Center; and

WHEREAS, this "pass-through" of funding was equivalent at a minimum to the 1990 City of Milwaukie budget allocation for the Milwaukie Center (\$165,955) plus a 6% annual increase for inflation. Upon transition the Milwaukie Center's budget increased each year by at least 6% per year until June 30, 1995; and

WHEREAS, the District also provided the Milwaukie Center's budget with an additional funding of \$98,000 to maintain and operate the Milwaukie Center upon completion of the Center's expansion by the City of Milwaukie. Subsequently, this sum was increased annually by at least 6% per year until June 30, 1995; and

WHEREAS, as of September 1, 1992, the City transferred maintenance and operations responsibility of the Milwaukie Center to the District and the District assumed responsibility for the maintenance and operation of the Milwaukie Center; and

WHEREAS, upon assuming maintenance and operation of the Milwaukie Center, the District accepted and assigned employees for the Milwaukie Center staff in accordance with ORS 236 under which employees were to perform to District standards and abide by District personnel regulations; and

WHEREAS, at the time of transfer (September 1, 1992) all Milwaukie Center policies developed by the Milwaukie Center Community Advisory Board ("C/CAB") were adopted by the District. This Board continues its role as primary policy advisor with regards to the activities and operations of the Milwaukie Center; and

WHEREAS, The Board of County Commissioners is the governing body (referred herein as the "BCC") of the District.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the City and District hereby agree:

I. PARKS CAPITAL IMPROVEMENTS

A. DISTRICT

- 1) While the City continues to support the development of the parks and recreation facilities listed here it acknowledges that parks and recreation facility development priorities continue to grow and change. To this end, the District shall coordinate closely with City staff and its citizens when developing its annual budget, its capital improvement plan, when amending and reviewing its master plan and modifying its System Development Charges ("SDC"). Notices of all District Advisory Board (or subcommittees thereof) or BCC meetings pertaining to the District's budget, Capital Improvement Plan, Master Plan or SDC changes will be sent to the City Manager or his or her designee.
- 2) The District may undertake improvements to parks owned by the City. These improvements are subject to the approval of the Milwaukie City Council, or its designee.

B. CITY

- 1) The City will retain the deeds to all parks and facilities owned by the City and operated and maintained by the District as listed in Attachment #1 ("Joint Parks").

All proposed name changes to parks and facilities within the City of Milwaukie will be reviewed according to the City's naming policy.

All parks and facilities owned by the City, but maintained and operated by the District, will have signage explaining this dual relationship. Signs within these parks shall state: "This park owned by the City of Milwaukie and maintained by the North Clackamas Parks and Recreation District."

- 2) The City may, at any time, construct new parks or make improvements to parks currently under its jurisdiction. These improvements will be at the City's own expense unless the District agrees to provide funding for these improvements. The District shall have no obligation to maintain or operate such parks unless otherwise agreed in writing. City staff will coordinate with District staff on any proposed park modifications to ensure ease of maintenance and operation.
- 3) For any parks other than Joint Parks, the City and the District will negotiate a level of service to be provided and any additional compensation owed by the City to the District. In those cases where the District denies the City's request to enhance, operate or maintain parks or facilities, the City will have the exclusive right to the option to enhance, maintain and operate these facilities at the City's own expense.
- 4) The City's requests for District enhancement, maintenance or operation of new City facilities will be made in writing and addressed to the Director of the District. The District Director shall review the request with the District Advisory Board ("DAB") and respond to the City with a decision within two months of the City's request.

II. MAINTENANCE OF PARKS FACILITIES

A. DISTRICT

- 1) The District will maintain and operate all Joint Parks.
- 2) The District will maintain all Joint Parks at a level equal to or better than the Milwaukie maintenance standards as set forth on Attachment #2.
- 3) Joint Parks may be shifted among maintenance standard levels at the mutual agreement of the City and the District.

B. CITY

- 1) City shall maintain all parks owned by the City unless otherwise agreed to herein.

III. RECREATIONAL PROGRAMMING

A. DISTRICT

- 1) The District will provide aquatics and recreational programming including programs for all ages and differing abilities, coordination and scheduling of fields services, and summer youth recreation programs for the entire North Clackamas area.
- 2) Except for North Clackamas Park (and the Milwaukie Center), use of all City parks and recreation facilities will be on a first come, first served basis. The District will be responsible for scheduling and management of all North Clackamas Park and Milwaukie Center facilities.

B. CITY

- 1) The City may provide recreation programs in addition to those provided by the District. These programs will be at the City's own expense and will not be covered by District funds. The City will coordinate its recreational programs with the District in order to avoid scheduling or service conflicts.

IV. MILWAUKIE CENTER

A. DISTRICT

- 1) Under the jurisdiction of the District, the Milwaukie Center continues to administer and provide a combination of educational, recreational, and social services to the community. These programs shall be primarily geared towards the needs and interests of older residents in the North Clackamas area.

B. JOINTLY, CITY AND THE DISTRICT

- 1) The District and the City may use the Milwaukie Center facilities for such activities as public meetings consistent with building policies. All other governmental users will pay a fee consistent with building use policies approved by the BCC.
- 2) From September 1, 1992 to October 2008, half (9) of the C/CAB members were appointed by the BCC and half (9) were appointed by the Milwaukie City Council.
- 3) Effective on the signing of this agreement, the C/CAB will reorganize and consist of a minimum of twelve (12) members who live or work within the District boundaries.

Of the twelve C/CAB members, there will be representation of one member each appointed by the City and the City of Happy Valley. The C/CAB and DAB and agree to recommend to the BCC for approval the individuals nominated by the City and City of Happy Valley city councils to fill the City representative seats. The BCC agrees to appoint the individuals nominated by the city councils unless there is good cause for rejecting the nomination. All other C/CAB applications for any of the remaining at-large board positions may be made directly to the C/CAB.

The C/CAB members will be recommended by the C/CAB and DAB and appointed by the BCC. C/CAB members will be appointed to staggered three-year terms with terms ending in October of each year. Current members will continue to serve until their term ends.

- 4) During the annual budget process the C/CAB will provide budget recommendations for the operation and maintenance of the Milwaukie Center, and in addition, the C/CAB will identify and prioritize necessary capital projects and provide project recommendations to the DAB. The recommendations for maintenance and operations, and capital improvements shall be reviewed by the DAB, who will then forward their recommendations to the District Budget Committee. The Budget Committee will then submit recommendations to the BCC for final decision.
- 5) The City will continue to retain the deed to the Milwaukie Center and all name changes made by the District to parks and facilities within the City must be approved by the City Council, under advisement of the C/CAB.

V. ADMINISTRATIVE ISSUES

A. DISTRICT ADVISORY BOARD

- 1) The DAB currently consists of an eleven-member board with representation allocated as follows:
 - 3 members from east of I-205 (one of which may reside in the City of Happy Valley), with one member term expiring in 2009;
 - 3 members from west of I-205 (one of which may reside in the City of Milwaukie), with one member term expiring in 2009;
 - 1 member from the City of Happy Valley;
 - 1 member from the City of Milwaukie;
 - 1 member from the Milwaukie Center; and
 - 2 members at large (one from east of I-205 and one from west of I-205).
- 2) District agrees to appoint the individual nominated by the City Councils to fill the City's representative seat unless there is good cause for rejecting the nomination.
- 3) DAB composition will be revisited and adjusted, in the event of significant District boundary changes or major population changes.
- 4) DAB members will be appointed to staggered four-year terms and may be removed at will by the BCC.
- 5) Effective July 1, 2009, representation on the DAB shall change to a nine member board. As of July 1, 2009, composition will include two members each from east and west of I-205, one member from the City of Happy Valley, one member from

the City of Milwaukie, one member from the Milwaukie Center and two members at large (one from east of I-205 and one from west of I-205).

- 6) Any subsequent substantive changes to the composition of the DAB will be reviewed by the City Council.

B. The District Director or their designee will provide the City Council with an annual report describing District operations and maintenance of facilities and programs within the City.

VI. REMOVAL OF CITY PARKS AND RECREATION FACILITIES FROM DISTRICT MAINTENANCE RESPONSIBILITY

- 1) The City may choose at any time to remove some or all of the Joint Parks or the Milwaukie Center from the District's maintenance responsibility.

If the City removes one or more of the Joint Parks and/or senior facilities, no reduction in the District tax rate will be provided to City residents. City residents will continue to receive all of the benefits of in-District residents (e.g., lower user fees, priority use of facilities). Further, District residents will continue to receive all of the benefits (e.g., scheduling, priority use of facilities, equal or lower fees) of the removed facilities and will be treated equally with residents of the City.

- 2) If the City chooses to remove those parks currently under its jurisdiction and/or the Milwaukie Center, a pass-through regarding operations and maintenance support will be negotiated at that time.
- 3) Employees of the District primarily responsible for the operations or maintenance of these facilities will be transferred to the City per ORS 236. Contracts entered into by the District for operations and maintenance support for the subject facilities will be assigned, either in part or in whole depending on the scope of project, to the City for the remainder of the contract term. The Parties agree to enter into any additional agreements or documents necessary to effectuate such transfers and/or assignments.
- 4) The City may choose at any time to withdraw entirely from the District pursuant to ORS 222.524 or its successor statute.

VII. ADDITIONAL PROVISIONS

A. HOLD HARMLESS

Each party agrees to release, defend, indemnify and/or hold harmless the other, its officers, commissioners, councilors, employees, and agents from and against all damages, claims, injuries, costs or judgments which may in any manner arise as a result of such party's performance under this Agreement, subject to Oregon Tort claims limitations.

B. DISPUTES

- 1) Disputes/Attorney Fees. If a dispute arises between the parties regarding breach of this Agreement or interpretation of any term of this Agreement, the parties shall first attempt to resolve the dispute by negotiation followed by mediation if negotiation fails to resolve the dispute.
 - a) Step One. The City Manager and the District Director, or other persons designated by the governing bodies, will negotiate on behalf of the entities they represent. The nature of the dispute shall be reduced to writing and shall be presented to each representative who shall then meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written determination of such resolution, signed by each party's representative and ratified by each governing body, which shall be binding upon the parties.
 - b) Step Two. If the dispute cannot be resolved within ten (10) days at step one, the parties shall submit the matter to non-binding mediation. The parties shall attempt to agree on a mediator. If they cannot agree, the parties shall request a list of five potential mediators from an entity or firm providing mediation services that is mutually acceptable to the parties. The parties will attempt to mutually agree on a mediator from the list provided, but if they cannot agree, the parties shall submit the matter to the Presiding Court of Clackamas County and the Presiding Judge shall appoint such a mediator from the list of mediators submitted by the mediation entity or firm. The mediator's fees shall be borne equally by the parties and the parties shall each bear their own costs, attorney fees and fees associated with the mediation. If the issue is resolved at this step, a written determination of such resolution shall be signed by each representative and approved by the respective governing body.

C. GOVERNING LAWS

This Agreement shall be construed and governed in all respects in accordance with laws of the State of Oregon without giving effect to the conflict of law provisions thereof.

D. SEVERABILITY

Should any portion of this Agreement or amendment thereto be adjudged by a Court of appropriate final jurisdiction to be in violation of any local, state or federal law, then such portion or portions shall become null and void, and the balance of this Agreement shall remain in effect. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation by the Court and to bring it into compliance with said laws.

E. NOTICES

All notices required or permitted to be given shall be in writing and shall be deemed given and received upon personal service or deposit in the United States mail, certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

To the City: City Manager
 10722 SE Main Street
 Milwaukie, OR 97222

To the District District Director
 150 Beaver Creek Road
 Oregon City, Oregon 97045

The foregoing addresses may be changed by written notice, given in the same manner. Notice given in any manner other than the manner set forth above shall be effective when received by the party for whom it is intended.

F. TERM

This Agreement shall remain in effect to the end of the fiscal year in which both parties have signed and will be automatically renewed for successive one (1) year periods effective on July 1 of each year unless written notice of cancellation is given by either party to the other at least 180 days prior to the beginning of the next fiscal year.

G. REVIEW

Formal review of this Agreement shall take place either:

- 1) At any time during the term of this Agreement, at the request of either party the Agreement may be formally reviewed by either or both parties and amended as agreed;
- 2) Beginning on July 1 of 2013, and each five years after that date, the City will formally review the IGA and meet with the DAB to discuss potential amendments; or
- 3) At such time as the District Master Plan is amended, the City will review the IGA and propose amendments to the District within one year of the effective date of the amended master plan.

H. CONSTITUTIONAL LIMITS

This Agreement is subject to any applicable constitutional debt limitations and is contingent upon funds being appropriated thereof.

I. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and supersedes any and all other agreements, written or oral, expressed or implied, pertaining to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly authorized officers on the dates hereinafter written.

CITY OF MILWAUKIE

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

Pat Duval / AIC

Lynn Peterson

By: Pat Duval

By: Lynn Peterson

Date: 10/28/08

Date: December 18, 2008

ATTACHMENT #1

A. MILWAUKIE PARKS TO BE MAINTAINED AND OPERATED BY
THE SERVICE DISTRICT

SITE

- Ardenwald Park
- ✓ Jefferson Street Boat Ramp
- ✓ Spring Park (enhanced)
- ✓ Stanley Park (excluding well site)
- ✓ Century Park
- ✓ Water Tower Park (excluding well site and water tank)
- ✓ Furnberg Park
- ✓ North Clackamas Park
- ✓ Dogwood Park
- Wichita Park
- ✓ Scott Park
- Robert Kronberg Park (enhanced)
- 40th and Harvey – NCP areas only
- ✓ Lewelling Community Park
- Homewood Park
- Riverfront Park (enhanced)
- Balfour Property (local share 2008)
- Lake Rd Property (local share 2008)
- Monroe Street Triangle (at 37th Ave)

B. MILWAUKIE OPEN SPACES TO BE MAINTAINED AND OPERATED BY
THE CITY OF MILWAUKIE

- Old Shop (40th & Harvey)
- City Hall Grounds and Parking Lot
- Well #8
- New Century Player/Historic Society Building
- Stanley Well area behind fence
- Monroe/Washington Triangles
- Water Tower Well areas behind fences and access road

If the City of Milwaukie so chooses, it may contract with the District to maintain some or all of the facilities listed above in Section B. If the City contracts with the District to maintain a facility listed in Section B, the District will charge the City a fee that will allow the District to cover (but not exceed) its maintenance costs.

ATTACHMENT #2

Park Maintenance Standards City of Milwaukie

The Milwaukie Parks facilities are divided into several categories. The categories include: High Maintenance, Moderate Maintenance, Basic Maintenance, Special Use Facilities, Infrastructure and Natural Resource Maintenance.

HIGH MAINTENANCE AREAS

High Maintenance Areas include: Ardenwald Park, Dogwood Park, Lewelling Community Park, the Milwaukie Center, North Clackamas Park, Riverfront Park, Scott Park and Water Tower Park.

High Maintenance areas are those associated with City buildings, located in the downtown area, located at an entry point into the City or are high use areas. These areas are mowed a minimum of once per week, edged twice per month and fertilized two times per year. Tree rings and flowerbeds are edged with string trimmers bi-weekly. Broadleaf weeds will be treated as needed. Flower beds are weeded and sprayed as needed. Trash and litter will be picked up weekly. All high maintenance areas are irrigated. Irrigation will be programmed, maintained and winterized. Trees and shrubs will be pruned as needed. Leaves will be removed annually in the fall. Picnic tables, playground equipment and signage will be monitored and repaired. Fencing will be repaired as needed. Mowing in these areas should be performed March through November as weather permits.

MODERATE MAINTENANCE AREAS

Moderate Maintenance areas include: Century Park, Furnberg Park, Homewood Park, Stanley Park, and 40th Avenue Maintenance Area.

Moderate maintenance areas are typically neighborhood parks. These facilities are mowed an average of once a week, trimmed and edged with a weed-eater monthly. Fertilizers are not applied. Trash and litter is collected on a weekly basis. Playgrounds are inspected on a weekly basis. Herbicides are applied as needed. Picnic tables, playground equipment and signage will be monitored and repaired when needed. Mowing in these areas should be performed March through November as weather permits.

BASIC MAINTENANCE

Basic Maintenance areas include: Balfour St, Jefferson Street Boat Ramp, Lake Rd, Robert Kronberg Park, Spring Park, Wichita Park and Balfour St.

Basic maintenance includes weekly litter and trash removal. Mowing will occur twice

yearly. Restrooms will be cleaned and stocked weekly. Parking lot islands will be string trimmed as needed. Signage and picnic tables will be monitored and repaired as needed. Herbicides will be applied as needed. Mowing in these areas should be performed March through November as weather permits.

SPECIAL USE FACILITIES

Special use facilities: There are a variety of special use facilities. The facilities are treated differently based on the activities that occur within them. These facilities range from the Cemetery to the Boat Ramp. Pieces of larger facilities are included within this category. An example of this would be the horse arena at North Clackamas Park. Although North Clackamas Park is listed as a High maintenance area, many of its amenities fit within the special use category. For the purpose of establishing a standard, Special use facilities will be listed independently and defined separately.

Boat Ramp: The boat ramp is primarily a parking lot. It does have some planting area between the upper and lower lots which are kept clear of vegetation. The vegetation removal is done both manually and chemically. To the southern end of the parking lot is a small grass area. This area is mowed on an as-needed basis. Litter and garbage is collected twice a week during the non-fishing season and three times a week during fishing season. The heaviest use time for this facility is during the Spring Chinook run. During this time of year, the ramp area is patrolled on a daily basis for litter.

North Clackamas Park (NCP) Horse Arena: The horse arena at NCP is offered on both a reservation and drop in basis. The critical elements of the arena include the fencing and the footing. Footing is replaced on an ongoing basis. Fencing is repaired as needed.

NCP Ballfields: The Softball fields are mowed on a weekly basis. This begins in late March or early April. Lighting maintenance is performed on an annual basis when the ground is firm enough to support the needed truck. Historically, these facilities are fertilized annually.

NCP Picnic areas: The three picnic areas in NCP are rented on a daily basis beginning the week after May 1st through September 30th. The shelter tables are washed before every picnic.

INFRASTRUCTURE

Infrastructure: This heading includes such items as roads, irrigation, and restrooms.

Restrooms: There are ten restrooms. The first eight restrooms are located at NCP. These block-constructed restrooms are washed and sanitized using a mixture of chlorine bleach on a weekly basis. During days of scheduled events they are inspected at regularly scheduled intervals depending on the size and type of the event. The other two restrooms are all steel and are located at the boat ramp. These restrooms are

cleaned at least once per week. During high use time, such as the spring Chinook run, the restrooms are cleaned and inspected on a daily basis.

Sidewalks and Parking Lots: All debris is blown from sidewalks on a weekly basis. Parking lots and roadways are swept and repaired on an as needed basis by City of Milwaukie Public Works. The city street sweeper will sweep NCP and Milwaukie Center parking lots twice monthly.

NATURAL RESOURCE AREAS

Natural areas are found in the following City parks: Furnberg Park, Homewood Park, Spring Park, Kronberg Park, Dogwood Park, Scott Park, North Clackamas Park and Riverfront Park.

Natural areas are characterized as being largely undeveloped landscapes, with relatively intact ecosystem structure and functions, and used primarily for passive recreation. Natural areas are considered to have limited or minimal human disturbance and provide habitat for Lower Willamette Valley biotic communities in an urban setting.

The District will provide staff, organize volunteers or coordinate contract workers to enhance park ecosystems utilizing methods such as removing invasive and/or dangerous plants and trees, litter collection on an as-needed basis, replacing or planting native plants and clearing pathways in a manner fitting natural areas. The use of chemicals shall be minimized in these areas.

Where practical and safe, the District will consider the impacts of maintenance to natural cycles of succession, disturbance, and wildlife habitat needs. For example, dead or declining trees in a natural area may create opportunities for standing snags, nurse logs and brush piles. Aquatic features like pools or in stream woody debris are maintained even if doing so decreases drainage. Every effort should be taken to retain or increase available enhancement resources on a given site while maintaining a safe environment for the public.

Natural and sensitive areas shall be monitored for the following:

- Public use, such as high impact, vandalism, graffiti, or illegal activity
- Silt or debris loading and drainage of wetlands, ponds, and streams
- Presence of invasive plants
- Water quality and upstream impacts
- Dog or other pet impacts to turf, trails and wetlands

Natural areas are subject to litter and dumping activity. Park visitors are less likely to dump or litter if a site is clean and appears well maintained. Maintenance activities may discourage this activity through these routine tasks:

- Weekly to semi-monthly inspection of trailheads and street ends
- Quick response clean-up when incidents are reported
- Inspection of dumped materials to identify the perpetrator
- Prompt removal of encampments (Milwaukie Code Enforcement staff should be contacted to assist with this)

Mayor
HON. LORI DEREMER

City Councilors
TOM ANDRUSKO
MARKLEY DRAKE
MICHAEL MORROW
TOM ELLIS



16000 SE MISTY DRIVE, HAPPY VALLEY, OREGON 97086
Telephone 503.783.3800 ~ Fax 503.658.5174
Website: www.ci.happy-valley.or.us

October 2, 2013

Gary Barth
North Clackamas Parks and Recreation District
150 Beaver Creek Road
Oregon City, OR 97045

Re: Extension of Annexation and Service Agreement

Dear Gary,

Please find attached the City of Happy Valley's signed Resolution 13-18 authorizing the City Manager to extend the Annexation and Service Agreement, as well as Amendment No. 2 outlining the terms of the agreement.

Amendment No. 2 has been reviewed by our City Attorney.

Please sign and return the attached agreement.

Thanks very much for your help in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Marylee", written over a horizontal line.

Marylee Walden
City Recorder and Director of
Human Resources

CITY OF HAPPY VALLEY, OREGON
RESOLUTION 13-18

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN AN EXTENSION TO
THE ANNEXATION AND SERVICE AGREEMENT BETWEEN THE NORTH
CLACKAMAS PARKS AND RECREATION DISTRICT AND THE CITY OF HAPPY
VALLEY

WHEREAS, The City of Happy Valley, annexed into the North Clackamas Parks and Recreation District through a voter approved election on May 16th of 2006; and,

WHEREAS, An Annexation and Service Agreement was drafted formalizing the responsibility of each party; and

WHEREAS, The Annexation and Service Agreement was binding for a period of 5 years; and,

WHEREAS, both the City and North Clackamas Parks and Recreation District entered into a one year Annexation and Service Agreement extension that expires on December 31st, 2013.

WHEREAS, North Clackamas Parks and Recreation District approached the City about an additional one year extension continuing through 2014.

WHEREAS, NCPRD is currently updating its Master Plan which will impact the City; and

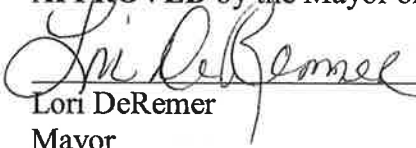
WHEREAS, The City of Happy Valley believes that it is in the best interest of both parties to extend the Annexation and Service agreement for another year to allow completion of the Master Plan Process, thereby creating a new renegotiation deadline of September 30, 2014:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Happy Valley, Oregon:


- 1) The City Manager is authorized to sign an extension to the original Annexation and Service Agreement with North Clackamas Parks and Recreation District.
- 2) The current extension will expire December 2014.
- 3) This extension will also include an increase in funding as identified in Section 5 (G) of the Annexation and Service Agreement.
- 4) This resolution is effective immediately upon passage by the City Council.

PASSED by the City Council on this 1st day of October, 2013.

APPROVED by the Mayor on this 1st day of October, 2013.


Lori DeRemer
Mayor

Attest:


Marylee Walden
City Recorder

ANNEXATION AND SERVICE AGREEMENT
BETWEEN
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
AND
THE CITY OF HAPPY VALLEY

AMENDMENT No. 2

This Second Amendment ("Amendment No. 2") by and between the City of Happy Valley ("City") and the North Clackamas Parks and Recreation District ("District") is entered into this 2nd day of October, 2013.

WHEREAS, City and District entered into that certain "Annexation and Service Agreement" (dated August 25, 2005) ("Agreement") provides for certain rights and responsibilities for the City and the District; and

WHEREAS, City has the right but not the obligation to cease providing certain park-related services the District is paying for pursuant to Section 5.H of the Agreement;

WHEREAS, The District is currently updating its District-wide Park and Recreation System Master Plan and

WHEREAS, City and District need additional time to complete the Master Plan and consider the optimal method for delivery of park and recreation services

NOW, THEREFORE, based on the foregoing and for good and sufficient consideration (the receipt of which is hereby acknowledged), City and District agree:

1. The first sentence of Section 5.H of the Agreement is hereby replaced with the following:
"Between October 1, 2013 and December 31, 2014, the City will notify the District in writing whether the City will continue to provide the services noted above."
2. A new subsection 7(J)is hereby added to the Agreement which new subsection is to read as follows:

J. The Agreement and any amendments or supplements (including this Amendment) shall not terminate unless (i) mutually agreed by the parties, or (ii) unilaterally by either the District or City with 180 days advance written notice to the other party.
3. Except as expressly amended by this Amendment, the Agreement remains in full force and effect as written.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly authorized officers on the dates hereinafter written.

CITY OF HAPPY VALLEY

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT



By: JASON TUCK

Date: 10/2/13

By:

Date:

AMENDMENT OF TERM TO ANNEXATION AND
SERVICE AGREEMENT BETWEEN NORTH
CLACKAMAS PARKS AND RECREATION DISTRICT
AND THE CITY OF HAPPY VALLEY

This Amendment of Term (this "Amendment") by and between the City of Happy Valley ("City") and North Clackamas Parks and Recreation District ("District") is entered into this 6th day of December, 2012.

WHEREAS, the City and District entered into that certain Annexation and Service Agreement dated August 25, 2005 as it may have been amended from time to time (the "Agreement") provides for certain rights and responsibilities for the parties therein; and

WHEREAS, the City has the right but not the obligation to cease providing certain park-related services that the District is paying for pursuant to Section 5.H of the Agreement;

WHEREAS, The District is currently updating its district-wide park and recreation system master plan to update and evaluate park and recreation needs and service provision methods throughout the District; and

WHEREAS, the City and District desire additional time to complete the master plan and consider the optimal method of delivery for the described services and both the City and District are amenable to an extension of time regarding the same;

NOW, THEREFORE, for good and sufficient consideration, the parties agree that:

1. The first sentence of Section 5.H of the Agreement is amended to read: "Between March 1, 2013 and September 30, 2013, the City will notify the District in writing whether or not the City will continue to provide the services noted above."
2. The Agreement and any amendments, including this Amendment, shall terminate on September 30, 2013.
3. Except as provided in this Amendment, the Agreement remains in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by the duly authorized officers on the dates hereinafter written.

CITY OF HAPPY VALLEY

NORTH CLACKAMAS PARKS AND RECREATION DISTRICT



By: Jason Tuck

Date: 12/6/12



By: Charlotta Lehan, Chair

Date: 12-20-2012

VIII. 1.

RECORDING MEMO

New Agreement/Contract
Amendment/Change Order Original Number
Policy, Reports

ORIGINATING COUNTY
DEPARTMENT:

NCPRD

PURCHASING FOR:

Annexation and Service Agreement Amendment

OTHER PARTY TO
CONTRACT/AGREEMENT:

The City of Happy Valley

BOARD AGENDA DATE:

December 20, 2012

AGENDA ITEM NUMBER:

VIII.1

PURPOSE:

Amendment of term to annexation and service agreement between NCPRD and
the City of Happy Valley

Clackamas County Official Records
Sherry Hall, County Clerk
Commissioners' Journals
Agreements & Contracts

2013-3008

01/02/2013 09:00:36 AM

Please return to Patrizia Zamboni Coash, NCPRD Admin after recording.

ANNEXATION and SERVICE AGREEMENT

This Agreement is entered into by and between the City of Happy Valley (City) and the North Clackamas Parks and Recreation District (District), both local governments in the State of Oregon, and referred to as the Parties.

FINDINGS

- a. City is a municipal corporation organized under the laws of this state.
- b. District is a limited purpose county service district organized under ORS Chapter 451 to provide parks and recreation services to a portion of Clackamas County.
- c. Under ORS Chapter 451, the Clackamas County Board of Commissioners is the District governing body.
- d. The Parties wish to jointly plan and implement adequate park and recreational services and facilities for existing and future residents.
- e. The Parties desire to accomplish this goal in the most effective and efficient manner and to provide excellent services to their citizens.
- f. The Parties agree that sharing resources to avoid unnecessary duplication of staff, equipment, and training will promote efficiency and effectiveness in administration and service delivery.
- g. ORS 190.003-190.030 authorizes City and District to enter into agreements for performance of any or all functions and activities that they have legal authority to perform.
- h. ORS 198.866-198.867 provides a process for annexation of City into District.

AGREEMENT

1. ANNEXATION TO DISTRICT.

A. After the Parties sign this Agreement, the City Council will adopt a resolution proposing annexation to District of all territory within City and certify a copy of the proposal to the District Board at their first regularly scheduled meeting in November, 2005. The District Board will then consider the annexation proposal pursuant to ORS 198.866 and Metro Chapter 3.09.

B. As City begins a process to annex territory, it will give notice to District. District may appear as a necessary part and support such annexations. As part of the annexation process, City will designate District as the provider of park services.

C. City intends to annex territory that is within District. As it makes such annexations, it will designate District as the provider of parks services. District may appear as a necessary party and support such annexations.

2. DISTRICT ADVISORY BOARD.

A. The District Board agrees to reorganize the District Advisory Board (DAB) and appoint a nine-member board with representation allocated as follows:

- 2 members from east of I-205 (one of which may reside in the City of Happy Valley)
- 2 members from west of I-205 (one of which may reside in the City of Milwaukie)
- 1 member from the City of Happy Valley*
- 1 member from the City of Milwaukie*
- 1 member from the Milwaukie Center
- 2 members at large (one from east of I-205 and one from west of I-205)

*District agrees to appoint the individual nominated by the City Council to fill the City's representative seat unless there is good cause for rejecting the nomination.

B. District Advisory Board composition will be revisited and adjusted, in the event of significant District boundary changes or major population changes.

C. DAB members will be appointed to staggered four-year terms and may be removed by the District Board.

3. CAPITAL IMPROVEMENT PLAN.

A. The Parties have each adopted a master plan for the development of park and recreational facilities within their boundaries. The parties have also adopted separate Capital Improvement Plans. The Parties agree that the projects listed below will be incorporated into each agency's Capital Improvement Plan and each project will be given a high priority classification. The Parties agree that the construction of the capital projects listed below is conditioned on the availability of adequate financial resources. At a minimum, each agency's Capital Improvement Plan will include the following projects:

1. A community park in the Rock Creek area of 20 to 30 acres to include athletic fields adjacent to a school site if possible.
2. Installation of all weather turf on an existing soccer field at Happy Valley City Park or mutually agreeable alternative location.

3. A Mt. Scott Creek Trail from its terminus at Adoline Street to the Mt. Talbert nature park trail head located on the south side of Sunnyside Road at approximately 117th Street; and

4. A community recreation center in a mutually agreeable location with gym(s), meeting rooms, multi-purpose rooms and other amenities as the Parties may mutually agree to include.

B. The Parties agree that the construction of the Capital Projects listed in Section 3A is conditioned upon the availability of adequate financial resources. The Parties recognize that neither the City nor the District currently have capital funds available to commit to these Capital Projects at the initiation of this Agreement. The Parties also recognize that the use of SDC funds may not be appropriate and/or available to cover the full cost of the Capital Projects. Therefore, the Parties agree to work cooperatively to:

1. Work with the County on the creation of an Urban Renewal District or Tax Increment Financing District in the general vicinity of SE 172nd Ave and SE Sunnyside Rd. that includes financial resources for property acquisition and development of a community park and community recreation center as noted in Section 3A of this Agreement.

2. Pursue state and federal grants and other grants as the Parties may agree are appropriate and necessary for the completion of these Capital Projects.

3. Dedicate SDC funds as specified in Section 4 of this Agreement.

4. Jointly identify suitable properties for these Capital Projects and collaborate in the development of willing sellers and the acquisition of appropriate ownership rights or options to acquire appropriate ownership rights.

C. The Parties agree that a Capital Project within City's boundaries will not be constructed until the Parties agree on a financial plan for the Capital Project that includes property acquisition, construction of improvements, and operations/maintenance of the completed Capital Project. City accepts full responsibility for acquisition of the right-of-way necessary for the Mt. Scott Creek Trail Capital Project, subject to district approval of the right-of-way alignment and acquisition costs. District will be responsible for all other Capital Project costs subject to Section 4 of this Agreement except as provided in Section 3D of this Agreement.

D. Upon completion of the projects specified in Section 3A, the City and the District will jointly identify three (3) additional projects that will be located within the City or the City's UGB. These additional projects will be incorporated into each agency's CIP if they are not already included. Construction of these additional projects will be conditioned on the availability of funds, City approval and City agreement to maintain the project under the terms of this Agreement. District must consult with City, but it may construct projects within the City that are identified in the District CIP as district wide projects or "zone" projects without City

approval. City will have no responsibility for construction, operations, or maintenance costs of such projects.

4. SDC FUND ADMINISTRATION

A. After annexation to the District, the Parties agree that the City will continue to collect its park SDCs at the City's rate as existing on the date of this Agreement or as subsequently adjusted within the City's boundaries. The District will amend its SDC ordinance to not collect its SDC within the City.

B. SDC funds that have been collected by the City prior to the date of annexation may be used by the City for projects identified in the City's CIP or, at the sole discretion of the City, transferred to Clackamas County, on behalf of the District, for placement in a special interest bearing account for exclusive use on the Capital Projects.

C. Except as provided in Section 4D, all SDCs collected by the City within the City's boundaries after the date of annexation, will be transferred to Clackamas County, on behalf of the District, on a monthly basis and placed in a special interest bearing account for exclusive use on the Capital Projects.

D. Should the City extend its boundaries, through annexation, into areas that have previously been subject to the District's SDCs, the following shall occur:

1. The District will take the necessary steps to terminate the collection of District's SDC in the area annexed by the City.

2. The City's SDC will be applied to all development occurring in the annexed area after the date of annexation.

3. Upon collection of an SDC, an amount equal to the District's SDC shall be distributed to the District's appropriate "zone" account and "district-wide" account per the provisions of the District's SDC ordinance and Capital Improvement Plan. The remaining balance shall be placed in the Capital Projects account specified in "B/C" above.

4. The District, at its sole discretion, may elect to allocate SDC funds from its "district-wide" account or the appropriate "zone" account to the Capital Projects when such projects are consistent with the "district-wide" or appropriate "zone" Capital Improvement Plan.

E. The District will be responsible for the overall administration and management of SDC funds and will be responsible for the annual accounting of SDC funds.

F. The City and District will each be authorized to withhold .5% of the SDC funds collected within the City to cover the costs associated with collection and administration.

G. The Parties shall meet once annually in the third quarter of the fiscal year to review the status of the SDC funds and Capital Projects.

5. SERVICES BY CITY/DISTRICT.

A. District will contract with City to provide the following services:

1. Maintenance of the following parks: Happy Valley City Park, Mt. Scott Creek Trail, Rebstock Park, Happy Valley Wetland Park, Happy Valley Nature Park, City owned open spaces, City owned trails, Southern Lights Park, and Ashley Meadows Park; and

2. Operation and staffing of the following parks: Happy Valley City Park, Mt. Scott Creek Trail, Rebstock Park, Happy Valley Wetland Park, Happy Valley Nature Park, City owned open spaces, City owned trails, Southern Lights Park, and Ashley Meadows Park.

B. Operations and staffing includes operation and maintenance, scheduling of activities, and field use coordination. In carrying out these maintenance obligations, City will meet or exceed the standards set out in Attachment A. District may provide recreation programs at these locations as space and funding are available and with City approval.

C. City will allow District reasonable access at reasonable times to these facilities to conduct District-sponsored activities and to assure compliance with City's obligations under this Agreement. Such access is subject to City's existing practices for the use of its recreational facilities.

D. District will provide recreation services to City residents on the same basis as they are available to other District residents. Subject to subsection 5.C above, recreation services may be provided at City's parks.

E. District will provide senior services to City residents on the same basis as they are available to other District residents. Subject to the availability of staff and financial resources, District may provide these services at facilities located within the City.

F. The Parties agree that all signage at the facilities subject to this section, and all publications referring to such facilities, will acknowledge that the facilities and services at those facilities are provided as a joint partnership of the Parties.

G. For the services provided by the City noted above, the District agrees to pay the City \$50,000 per quarter commencing on November 1, 2006. Subsequent payments shall be made to the City on or about the first day of each fiscal quarter (i.e. January 1, April 1, July 1 and October 1). The payment amount shall be automatically increased by 3% per year effective July 1 of each year beginning in 2007 except in years when District's property tax receipts fail to increase by 3%. In such case, the annual increase in the payment to the City will be limited to the annual percentage increase in District property tax receipts.

H. Between January 1, 2012 and September 15, 2012, the City will notify the District in writing whether or not the City will continue to provide the services noted above. If the City elects to terminate its services as noted above, quarterly payments to city shall be terminated and the District will assume all responsibilities related to the operation, staffing and maintenance of the facilities noted above.

I. During the period that City provides the services noted above, the City shall retain the right to establish and collect fees for the use of City's Parks. City agrees to utilize fees collected for park use solely for the benefit of the City owned parks noted in this agreement or the Capital Projects noted in Section 3 A. Should the City elect to terminate its services as described in "H" above, the District will assume the right to establish and collect fees for the use of City's parks.

6. MUTUAL INDEMNIFICATION.

A. Subject to Article XI of the Oregon Constitution and ORS 30.260 to 30.300, City will hold harmless District, its officers, agents and employees, and will defend and indemnify them for any claims or damages to property or injury to person, or for any penalties or fines resulting in whole or part from City's negligence in performing any obligation under this Agreement.

B. Subject to Article XI of the Oregon Constitution and ORS 30.260 to 30.300, District will hold harmless City, its officers, agents and employees, and will defend and indemnify them for any claims or damages to property or injury to persons, or for any penalties or fines resulting in whole or part from District's negligence in performing any obligation under this Agreement.

7. GENERAL PROVISIONS.

A. Amendments. The terms of this Agreement may be amended or supplemented by mutual agreement of the Parties. Any amendments or supplements must be in writing and approved by the City Council and District Board.

B. Audit. At reasonable time and upon reasonable notice, each party agrees that the other may inspect the books and records of the other with respect to matters related to this Agreement for the purpose of determining the accuracy of any accounting.

C. Severability. If any of the provisions of this Agreement are held invalid or unenforceable, the remaining provisions are valid and binding upon the Parties.

D. Notice. Any notice herein required or permitted to be given must be in writing and will be effective when actually received. Notice may be given by hand delivery or by the United States mail, first class, postage prepaid, addressed to the parties as follows:

CITY:

City of Happy Valley
Attention: City Manager
12295 SE King Road
Happy Valley, OR 97236

DISTRICT:

North Clackamas Parks and Recreation District
Attention: Director
9101 SE Sunnybrook Avenue
Clackamas, OR 97015

Changes to these addresses must be made by notice to the other party in the manner provided in this paragraph.

F. Dispute Resolution. The Parties will first attempt to resolve any dispute by negotiation between the City Manager and District Director followed by submission of the dispute to the City Council and District Board if negotiation fails to resolve the dispute. If the governing bodies are unable to resolve the dispute, the Parties may use all legal and equitable remedies available to them to enforce the terms of this Agreement. Mediation is the preferred first step before litigation.

G. Nonwaiver. Failure by either party to require performance by the other party of any provision does not affect the party's right to enforce the provision. Any waiver by a party of a failure to comply with any provision of this Agreement is not a waiver of any succeeding failure or a waiver of that provision.

H. Merger. This Agreement contains all the agreements and understanding between the Parties on this subject and supersedes all previous agreements and understandings.

I. Clarification/Memoranda. Upon identification of provisions of this Agreement that need interpretation or clarification, the Parties may prepare memoranda of understanding detailing the agreed-upon interpretation of this Agreement. Such memoranda must be presented for review and approval by the City Council and District Board.

The persons signing below certify they have authorization from their governing body to execute this Agreement and bind the Parties to its provisions.

CITY OF HAPPY VALLEY

NORTH CLACKAMAS PARKS
AND RECREATION DISTRICT

By: Eugene J. Gunt
Mayor

By: Bill Kamm
Chairperson

ATTEST:

By: Marylee Warden
City Recorder

ATTEST:

By: Mary Baetnke B-25-05
Recording Secretary

ATTACHMENT A
NORTH CLACKAMAS PARKS AND RECREATION DISTRICT
MAINTENANCE STANDARDS
FOR
PARK FACILITIES

- ✓ Mow turf once every 7-10 days during the mowing season from April through November, with additional mowing as needed the remainder of the year to maintain a well-manicured turf.
- ✓ Maintain turf at a level of 2 1/2-inches except in the early spring where the mower will be set at 3 inches. The mowers will be lowered to 2 ½ inches around June.
- ✓ Conduct documented park inspection once every month during the year.
- ✓ Blow walks and driveways weekly.
- ✓ Edge around walks, curbs, and plant beds every other week during the growing season.
- ✓ Spray broadleaf weeds in turf as necessary during the mowing season to maintain a predominantly weed-free turf.
- ✓ Weed eating as needed along the edges of the plant beds and tree rings to maintain uniform turf appearance.
- ✓ Program irrigation systems by June 1 and as needed throughout the summer. Inspect irrigation systems every two weeks during the mowing season.
- ✓ Operate irrigation system to maintain healthy turf and conserve water (i.e., one inch of water per week).
- ✓ Winterize irrigation system in the fall.
- ✓ Fertilize lawn areas in the spring and fall.
- ✓ Fertilize shrubs and trees in the spring.
- ✓ Apply bark mulch once a year to plant beds in the spring.
- ✓ Inspect level of safety chips in playgrounds periodically to assure there are 12 inches of chips. If the safety chip level is low, add chips.
- ✓ Remove leaves from facilities in the fall once every two weeks or as necessary.

ATTACHMENT A (Continued)

- ✓ Prune shrubs and trees in the fall or winter.
- ✓ Apply herbicides only when necessary to control weeds in shrub beds/flower beds, around trees, and other areas not accessible to mowers.
- ✓ Remove trash and litter weekly throughout the year or more frequently, if necessary.
- ✓ Visually Inspect play structures weekly. Level safety chips as necessary to maintain uniform depth. Remove damaged equipment from use as necessary. Cordon off area with caution tape if play equipment is unsafe. Repair damaged equipment within two weeks.
- ✓ Plant seasonal flowers under signs (spring).
- ✓ Remove graffiti within 24 hours.
- ✓ Maintain park structures, signage and other appurtenances in a clean, attractive, safe, and structurally sound condition.

Agenda

- Master Plan Update
- Capital Expenditures and Revenues
- Operating Expenditures and Revenues
- IGA's



NORTH CLACKAMAS
PARKS & RECREATION DISTRICT

Master Plan

- Completed Edits to First Draft
- Reviewed with DAB
- Incorporating DAB Input
- Developing Capital Improvement Plan

Master Plan

- Scheduled Outreach for Informing and Engaging Community
- Preparing Final 'NCPRD Story' Information

Story Highlights

North Clackamas Parks and Recreation District →	
MEASURE NO. 3-1 →	
<p>BALLOT TITLE</p> <p>FORM AND FUND PARKS AND RECREATION DISTRICT IN NORTH CLACKAMAS</p> <p>QUESTION:</p> <p>Shall the County form a North Clackamas parks and recreation service district with a \$1,989,803 tax base in 1991-92?</p> <p>SUMMARY:</p> <p>PARKS: North Clackamas has few parks and is growing rapidly. This measure will preserve open space for the future. The district will build parks, walking trails, two indoor pools, bike paths, and playgrounds. It will also provide recreation programs, natural areas, softball and soccer fields. The district will maintain new and existing parks.</p> <p>SENIOR SERVICES: The district will maintain and fund the Milwaukie Center. It will also offer more senior programs.</p> <p>AREA: This district will serve unincorporated areas east of the Willamette River, north of the Clackamas River, west of the urban growth boundary, and south of the Multnomah County limit. It includes the City of Milwaukie.</p> <p>FUNDING: About one-third of the costs will come from donations, grants, and fees. The tax base will fund the balance. The estimated first year rate is 66¢ per \$1000 of assessed property value. This amounts to \$3.30 per month for a \$60,000 home. The estimated tax cost for this measure is an ESTIMATE ONLY based on the best information available from the county assessor at the time of the estimate.</p>	<p>* RECREATIONAL ACTIVITIES: North Clackamas' only public swimming pool is 60 years old and in disrepair. Existing sportsfields are heavily used. The district will provide:</p> <ul style="list-style-type: none"> - An indoor swim center - New softball and soccer fields - Sportsfield improvements - Expanded recreation programs <p>* SENIOR SERVICES:</p> <ul style="list-style-type: none"> - Help expand and maintain the Milwaukie Center and senior programs <p>* MAINTENANCE: Provides funds for a high level of parks maintenance and safety throughout the area.</p>
<p>EXPLANATORY STATEMENT</p> <p>WHOSE IDEA WAS THIS?</p> <p>* Concerned residents of North Clackamas initiated the formation of this district. These citizens desired more parks and recreation in their rapidly growing area.</p> <p>WHAT WILL THE DISTRICT PROVIDE?</p> <p>* PRESERVE OPEN SPACE: North Clackamas has less parks per resident than any other area of urban Clackamas County. The district will provide:</p> <ul style="list-style-type: none"> - 10 neighborhood parks - 9 miles of walking/biking trails - 2 riverfront parks - 75 acres of natural area 	<p>WHAT IS THE EFFECT OF THIS MEASURE?</p> <p>* MATCH AVAILABLE FUNDS: Businessman, Bill Brod has announced that he will donate \$1,000,000 to build a pool if a parks district is formed. This generous donation will only be available if this measure is approved.</p> <p>* STABLE FUNDING: The district will provide stable funding for senior services, parks, and recreation. Its revenues are limited to these three purposes.</p> <p>* LOCAL CONTROL: Advisory Boards, composed of local residents, will participate in the location, design, and maintenance of parks.</p> <p>* COSTS: The estimated rate for this district's \$1,989,803 tax base is \$0.66 per \$1000 of assessed value, which equals \$3.30 a month on a \$60,000 home.</p> <p>WHO DEVELOPED THIS PLAN?</p> <p>* A 30-member Parks Task Force, composed of representatives from neighborhood associations, environmental groups, sports associations, youth, seniors, schools, and businesses developed this plan.</p> <p>* Citizen input was gathered through:</p> <ul style="list-style-type: none"> - surveys of 900 residents - 75 public meetings - public hearings <p>Passage of this measure will preserve open space, stabilize senior programs, and expand recreation in North Clackamas.</p> <p>Submitted by Board of County Commissioners Darlene Hooley, Chairman Ed Lindquist Judie Hammerstad</p>

Promises Made

- 10 New Neighborhood Parks
- 9 Miles Walking/Biking Trails
- 2 Riverfront Parks
- 75 Acres Natural Area
- Indoor Swim Center
- New Softball and Soccer Fields
- Sports Field Improvements
- Expanded Recreation Programs
- Expansion of Milwaukie Center

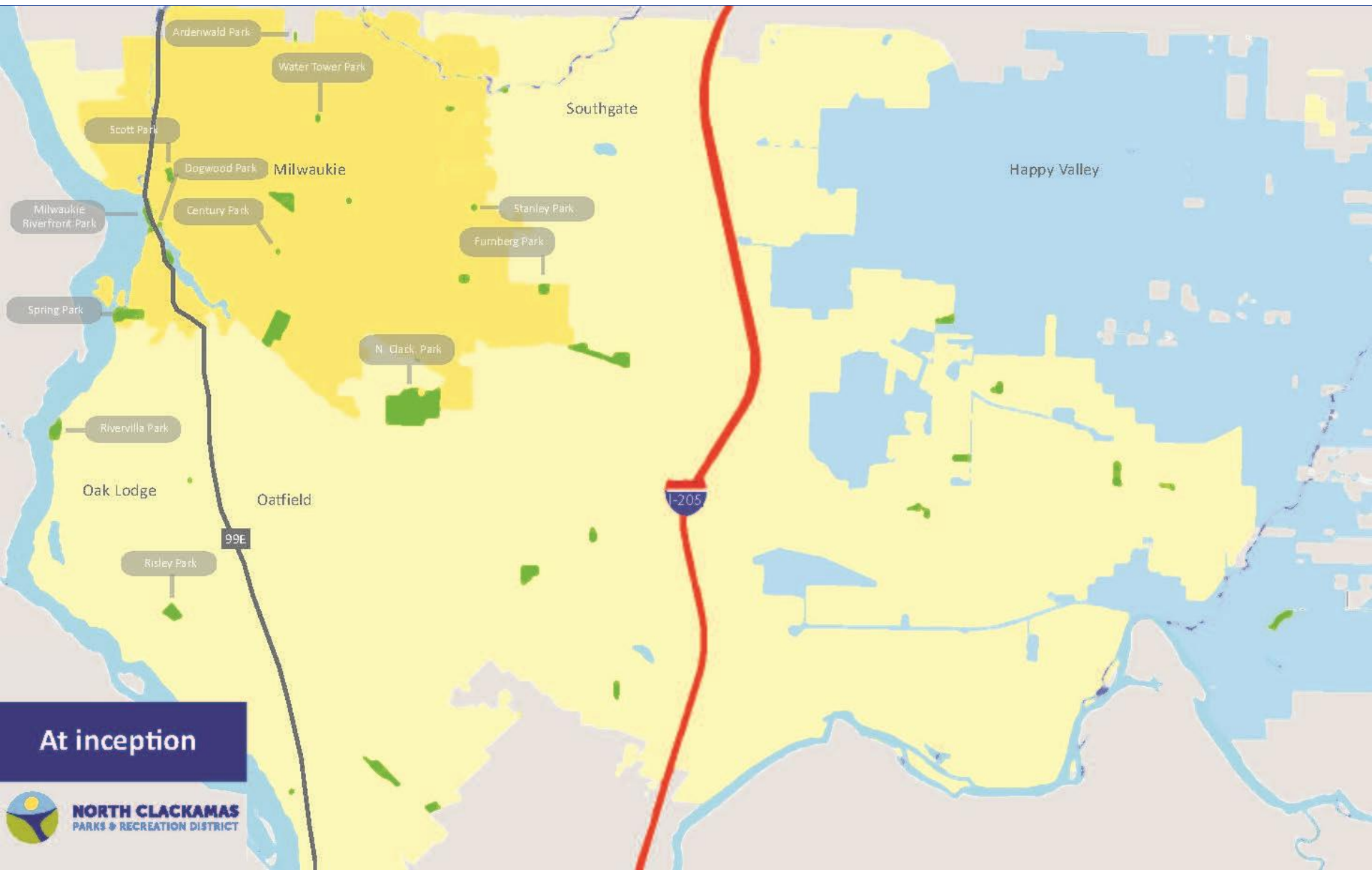
Promises Kept

- 10 New Neighborhood Parks (15 neighborhood parks)
- 9 Miles Walking/Biking Trails (16 miles of trail)
- 2 Riverfront Parks (Riverville improved, Riverfront in process)
- 75 Acres Natural Area (200 Acres at Talbert alone)
- Indoor Swim Center (Aquatic Park)
- New Softball and Soccer Sports Fields (NCP/Hood View)
- Sports Field Improvements (Putnam, Milwaukie, Aldercreek Schools)
- Expanded Recreation Programs
- Expansion of Milwaukie Center (Programming)

Original Vision for Central Complex

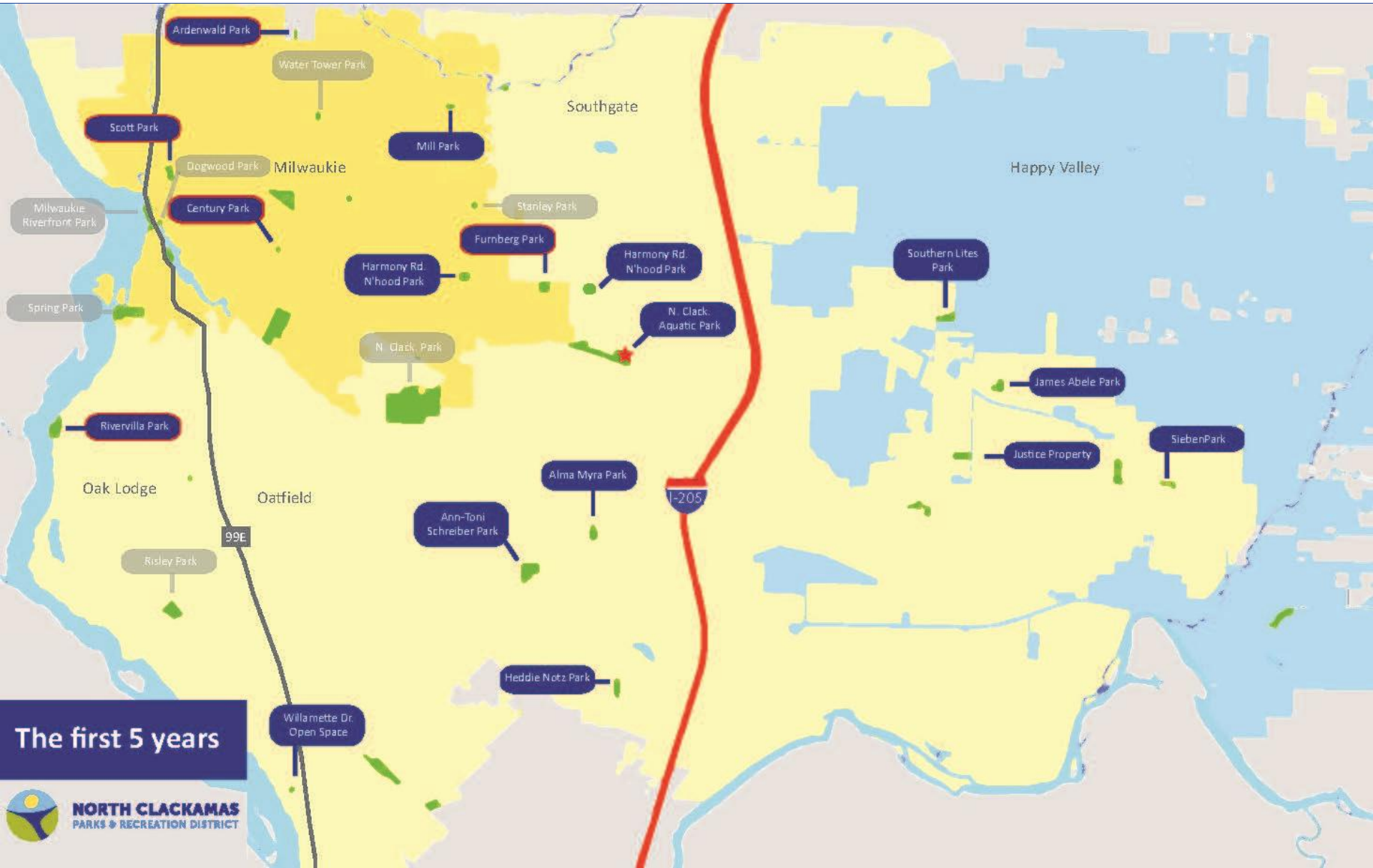


NCPRD Map - At Inception



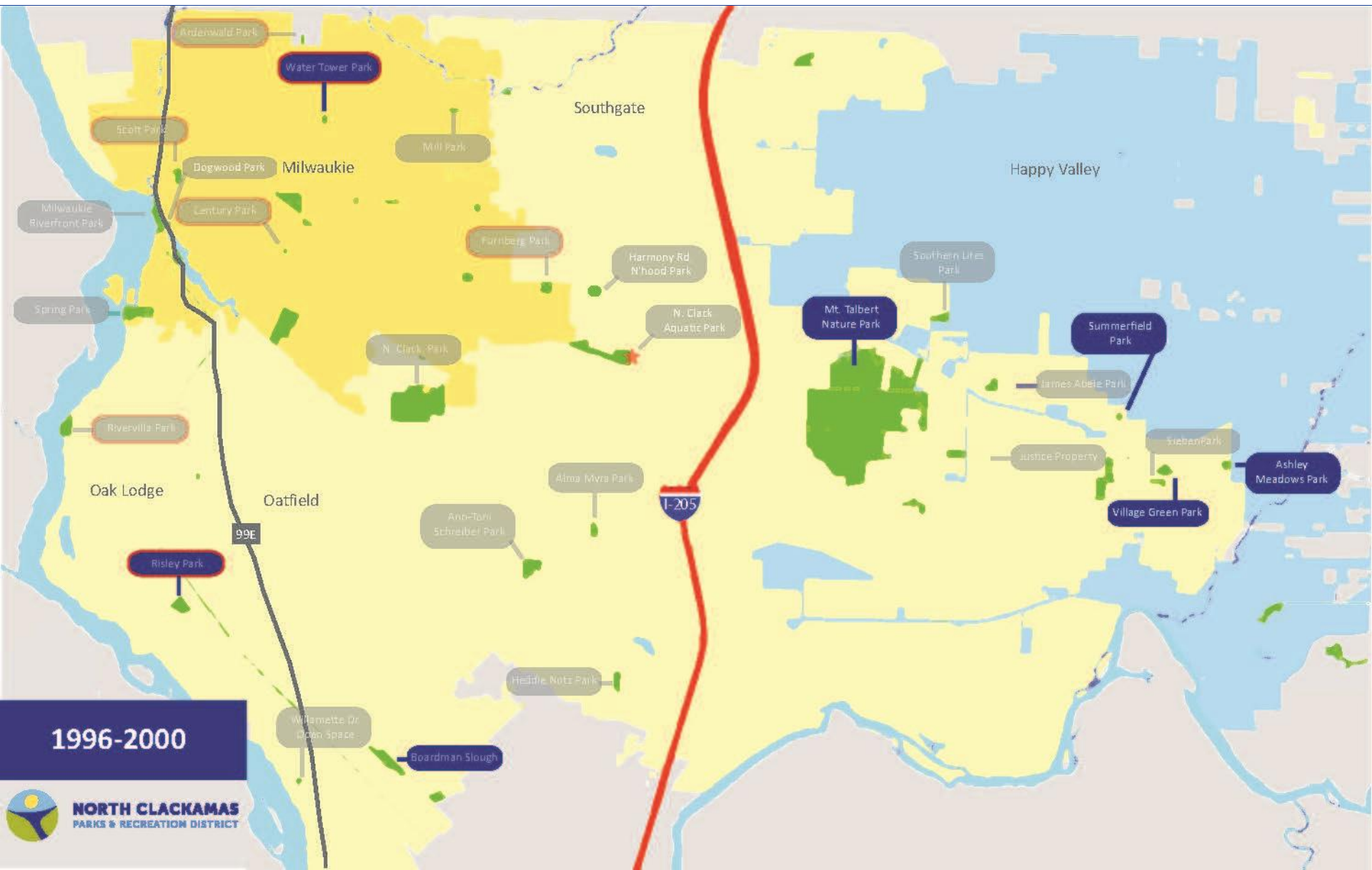
At inception

NCPRD Map - First Five Years



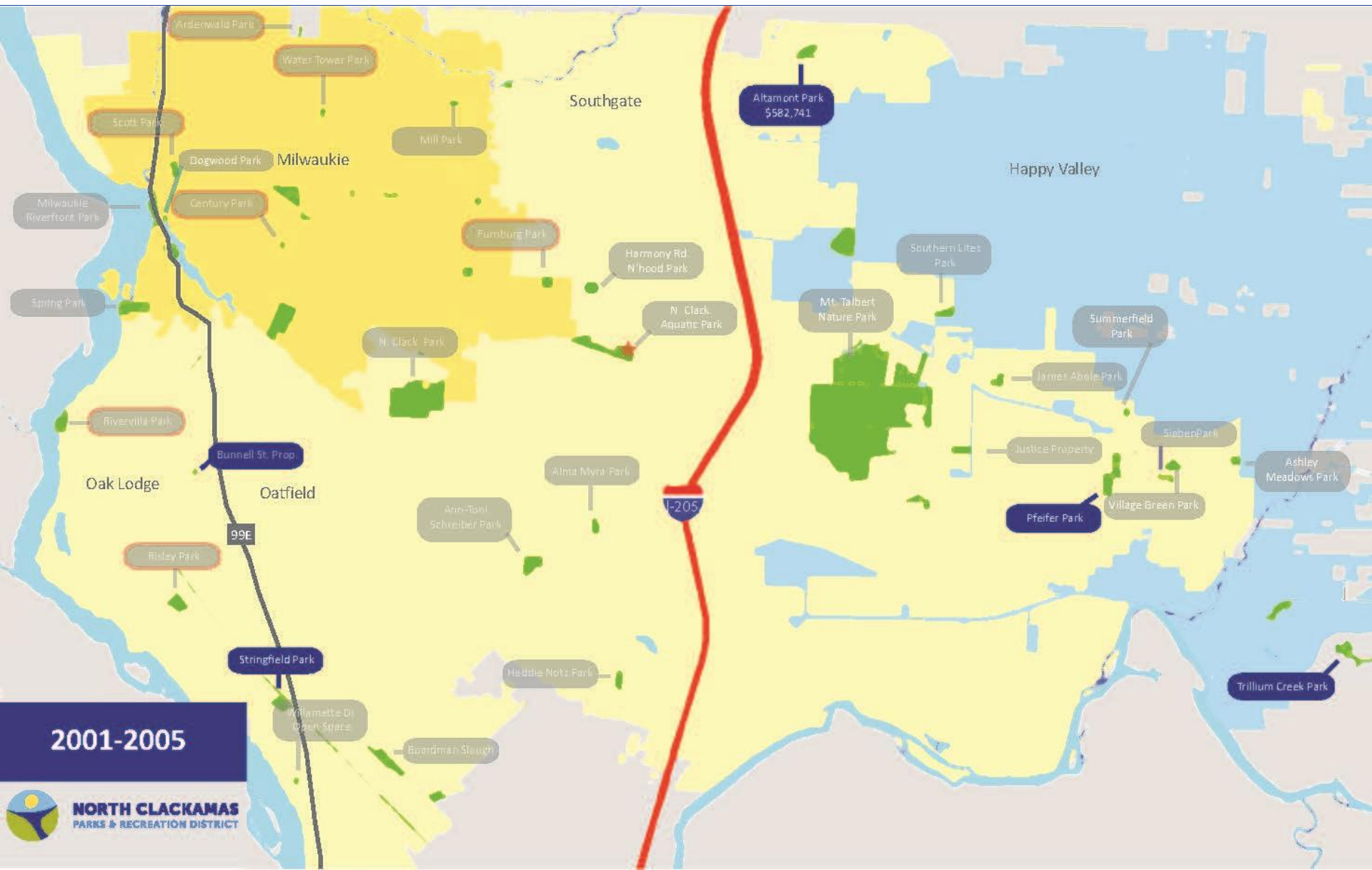
The first 5 years

NCPRD Map - 1996-2000



1996-2000

NCPRD Map- 2001-2005

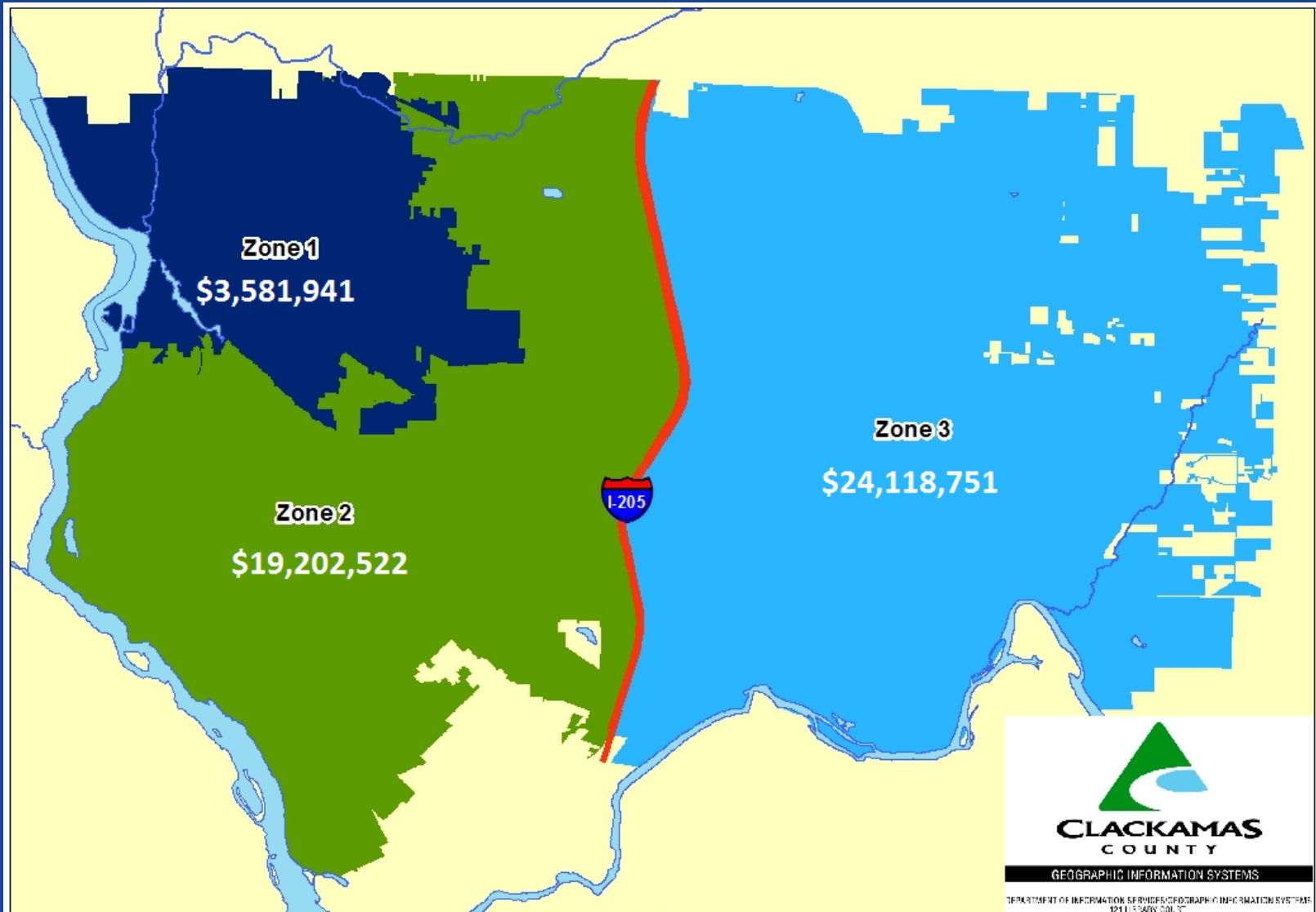


NCPRD Map- 2006-present



2006-present

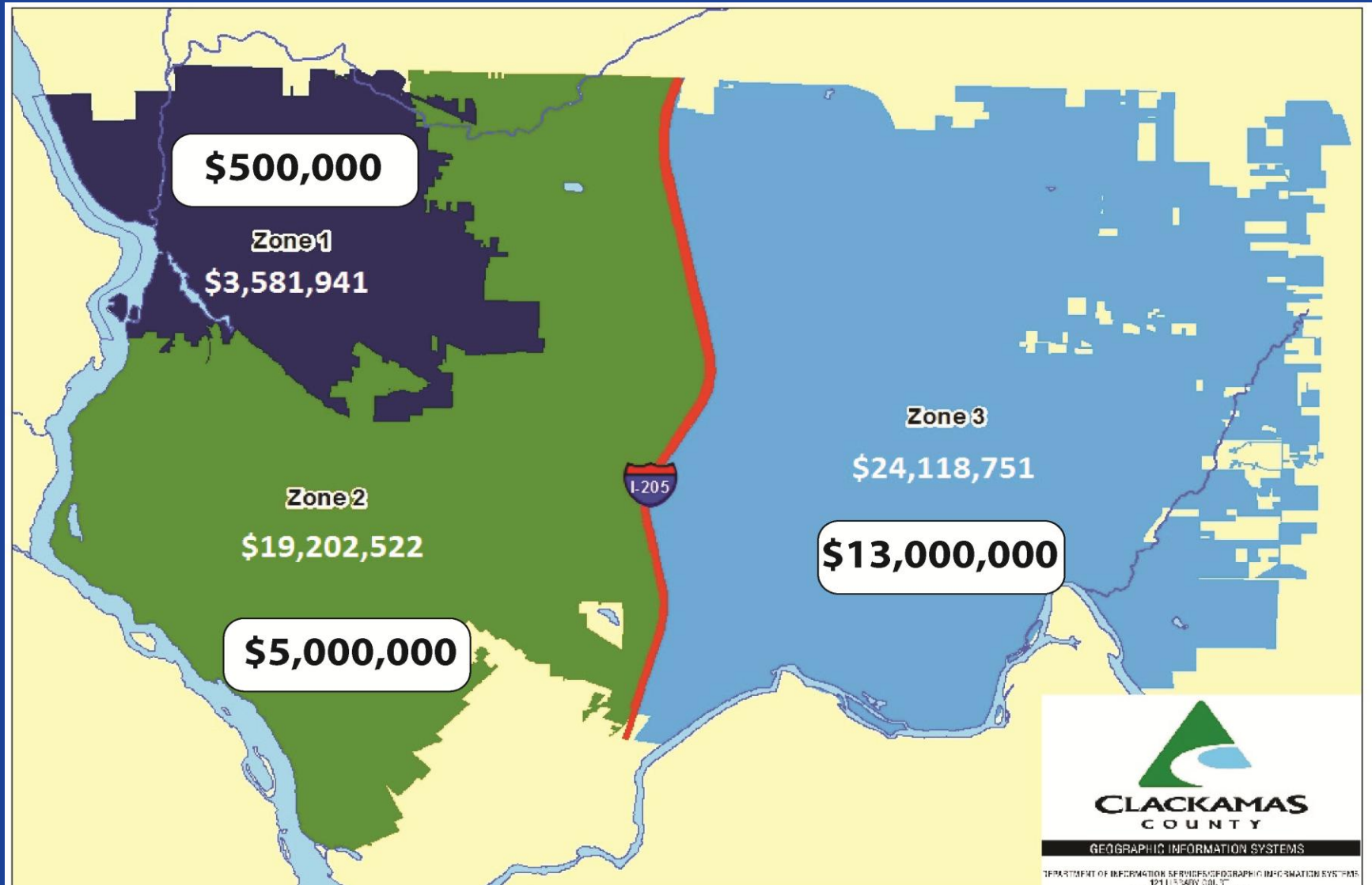
Summary by Zone: Capital Investments – 21 years



Capital Investment by Revenue Type

Revenue Type	1991 – 1996	1996 - 2001	2001 – 2006	2006 – 2011	2011 – 2013	Total
Bond Sale Proceeds	\$12,079,726	\$0	\$0	\$7,910,180	\$0	\$19,989,906
SDC's		\$1,941,403	\$2,294,456	\$7,030,657	\$2,758,955	\$14,025,471
NCPRD General Fund	\$812,000	\$0	\$652,690	\$2,707,690	\$40,000	\$4,212,380
Local & Other Gov't Grants	\$73,156	\$420,577	\$417,626	\$5,690,818	\$200,387	\$6,802,564
Transfer from County	\$0	\$0	\$0	\$2,000,000	\$0	\$2,000,000
Contributions & Donations	\$1,308,246	\$181,337	\$0	\$0	\$0	\$1,489,583
FEMA Reimbursement	\$15,056	\$97,656	\$0	\$0	\$0	\$112,712
Interest Earned	\$502,603	\$48,076	\$16,699	\$246,396	\$8,865	\$822,639
Misc.	\$12,700	\$7,546	\$32,591	\$97,773	\$163,813	\$314,423
Total	<u>\$14,803,487</u>	<u>\$2,696,595</u>	<u>\$3,414,062</u>	<u>\$25,683,514</u>	<u>\$3,172,020</u>	<u>\$49,769,678</u>

Summary by Zone: Estimated SDC's Collected

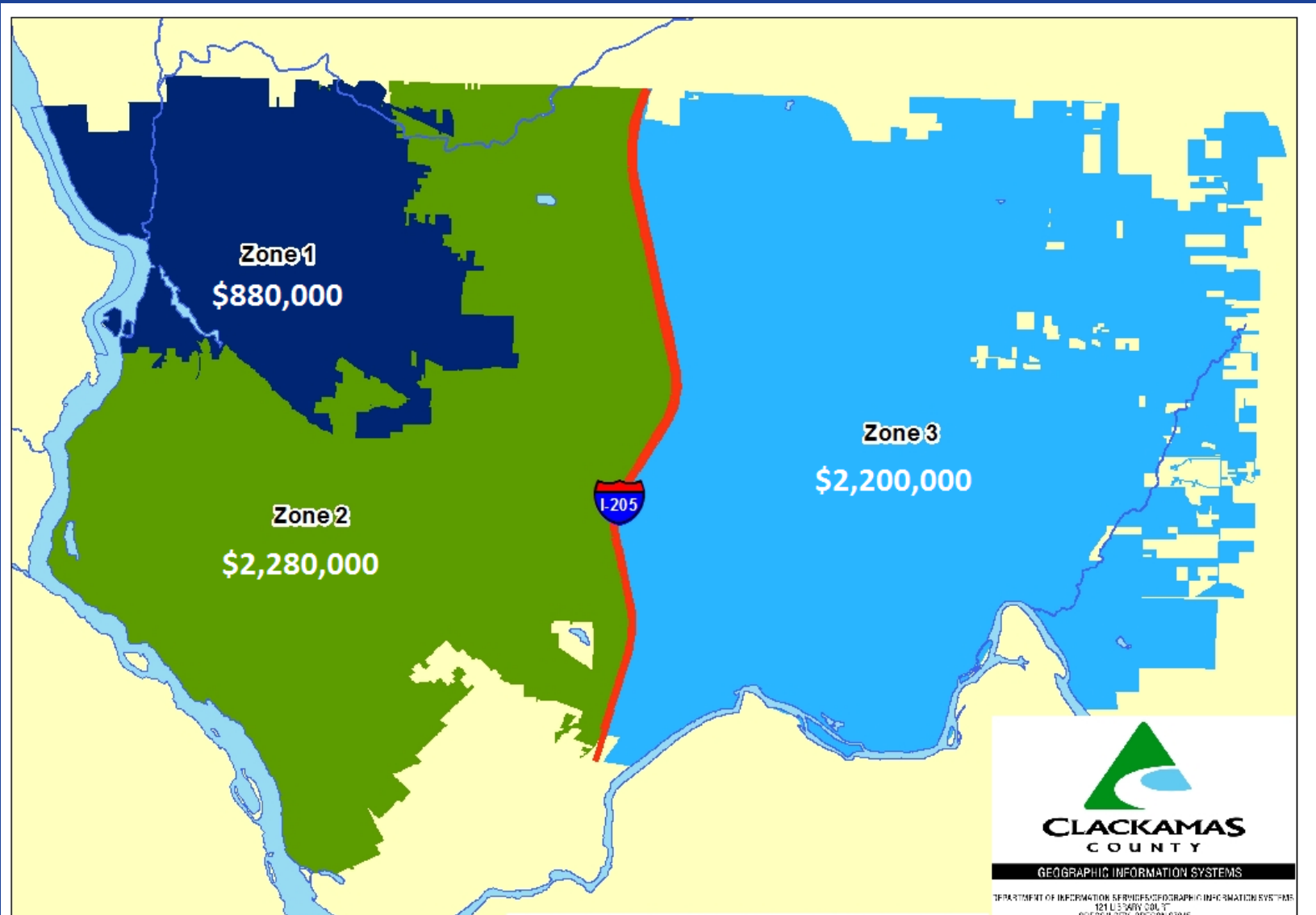


Future Capital Investments

Future Investments To Be Focused On:

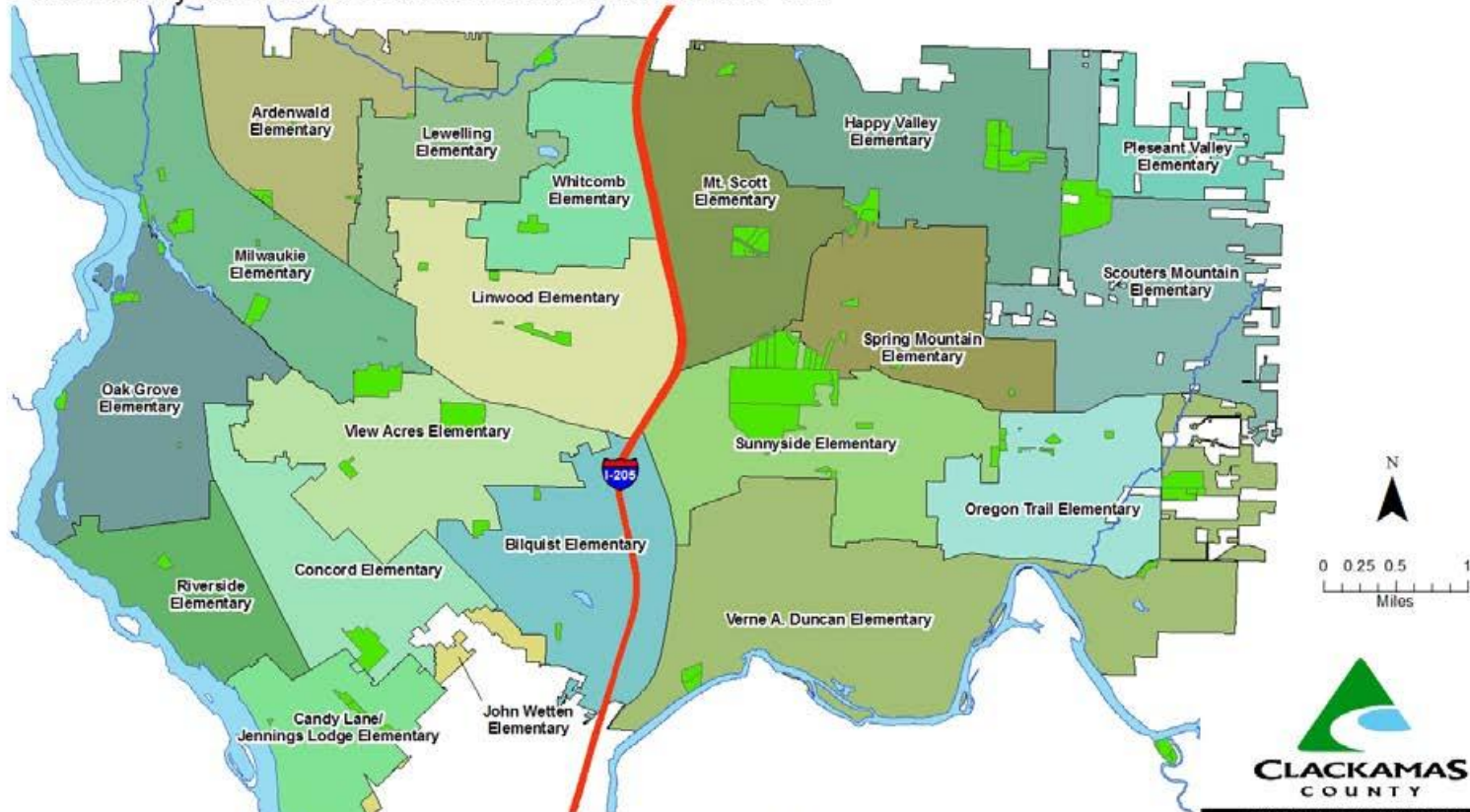
- Balancing SDC Investments By Zone
- Increasing Level of Service in Underserved Areas
- Capitalizing on Opportunities

Summary by Zone: Tax Revenue Collected FY 12-13



Elementary School Attendance Area Map

Elementary School Attendance Areas within NCPRD



Map prepared by Samantha Wolf, November 2013.

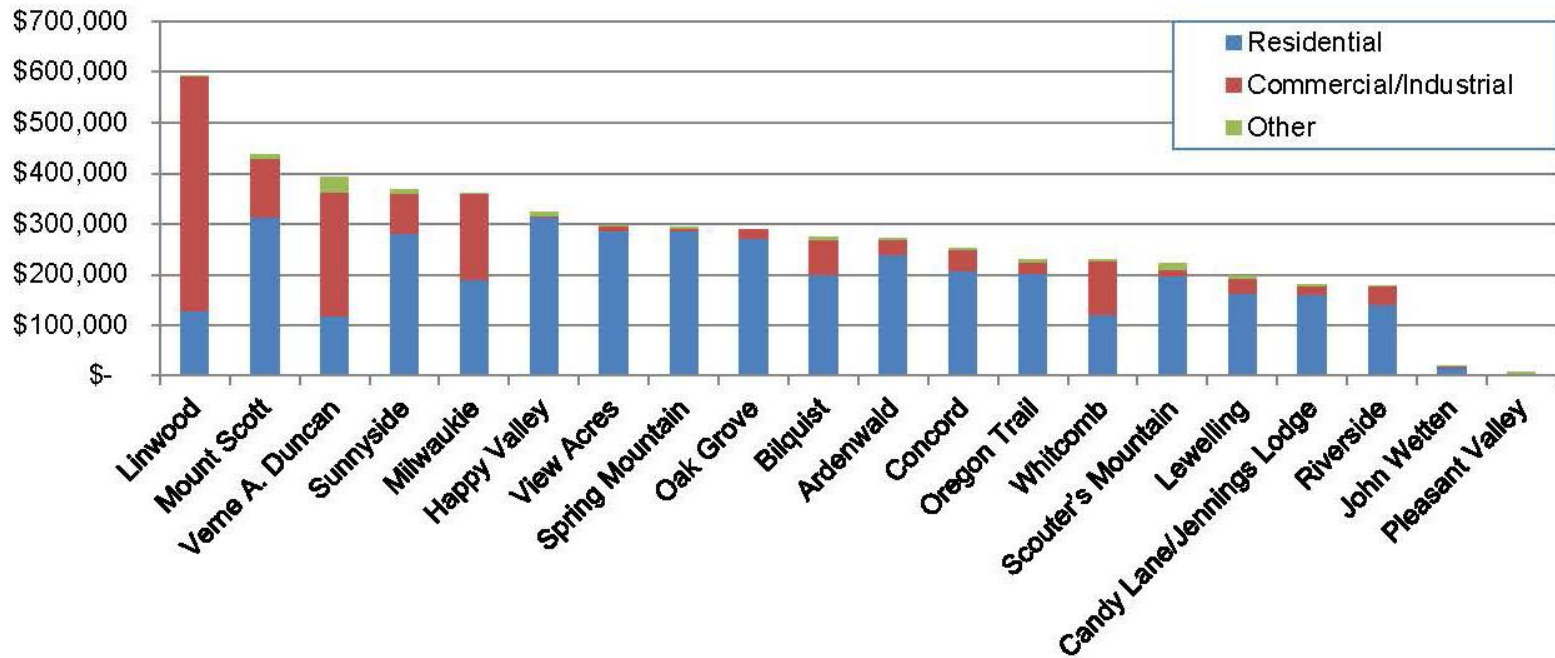
Projection coordinates: NAD 1983 State Plane, Oregon. The information provided was derived from digital databases from Clackamas County's GIS. Although we strive to provide the best data we can, we sometimes use data developed by jurisdictions outside Clackamas County. Therefore, Clackamas County cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users are strongly cautioned to verify all information before making any decisions.

CLACKAMAS COUNTY
GEOGRAPHIC INFORMATION SYSTEMS
DEPARTMENT OF INFORMATION SERVICES/GEOGRAPHIC INFORMATION SYSTEMS
121 LIBRARY COURT
OREGON CITY, OREGON 97143

The information on this map was derived from digital databases from Clackamas County's GIS. Care was taken in the creation of this map but is provided "as is". Clackamas County cannot accept any responsibility for any errors, omissions, or positional accuracy, and therefore, there are no warranties which accompany this product. Although information from Land Surveys may have been used in the creation of this product, in no way does this product represent or constitute a Land Survey. Users are cautioned to verify all information before making any decisions.

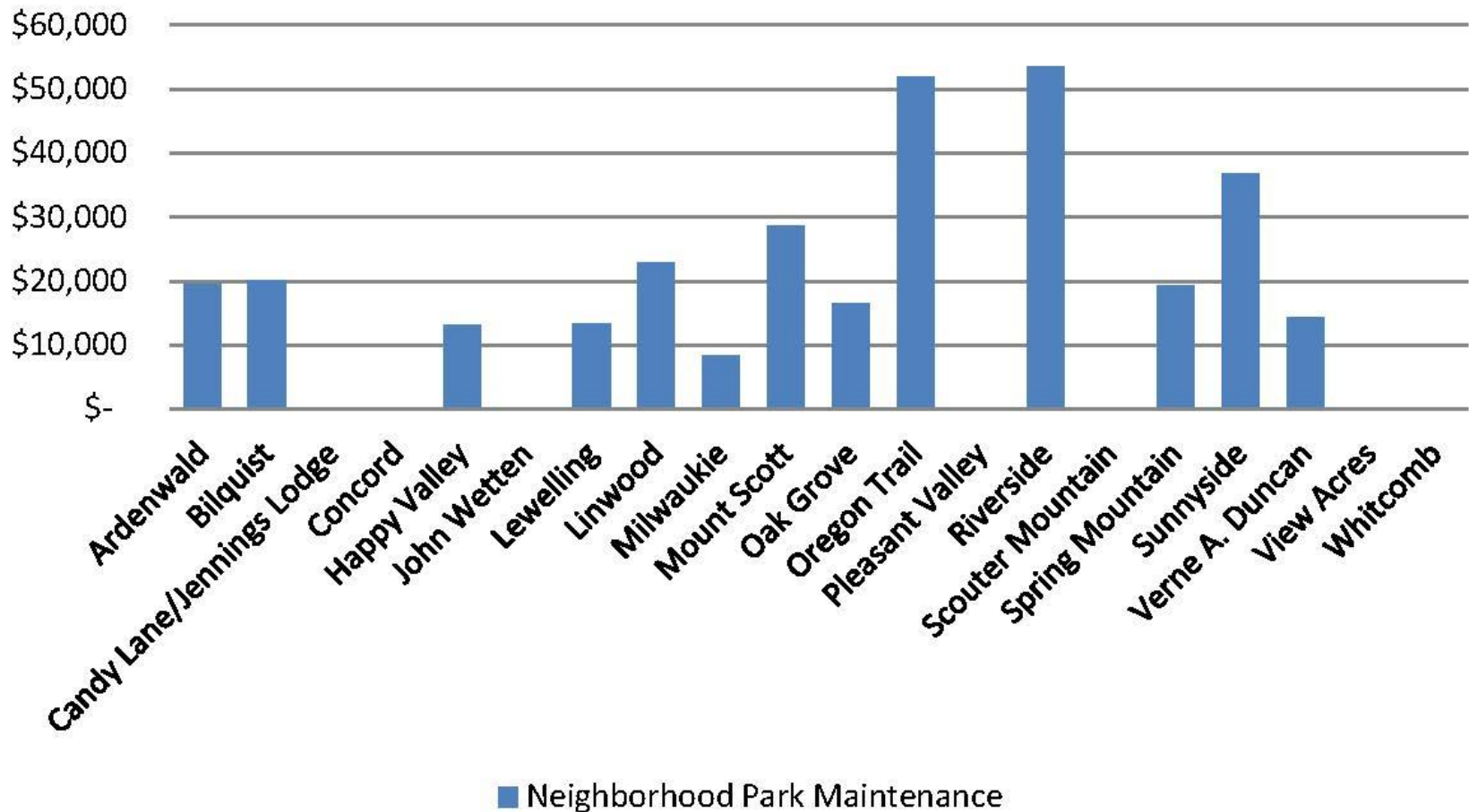
Property Tax Revenue by Neighborhood – FY 12/13

NCPRD 2012-13 Property Tax Revenue by Elementary School Attendance Area and Land Class



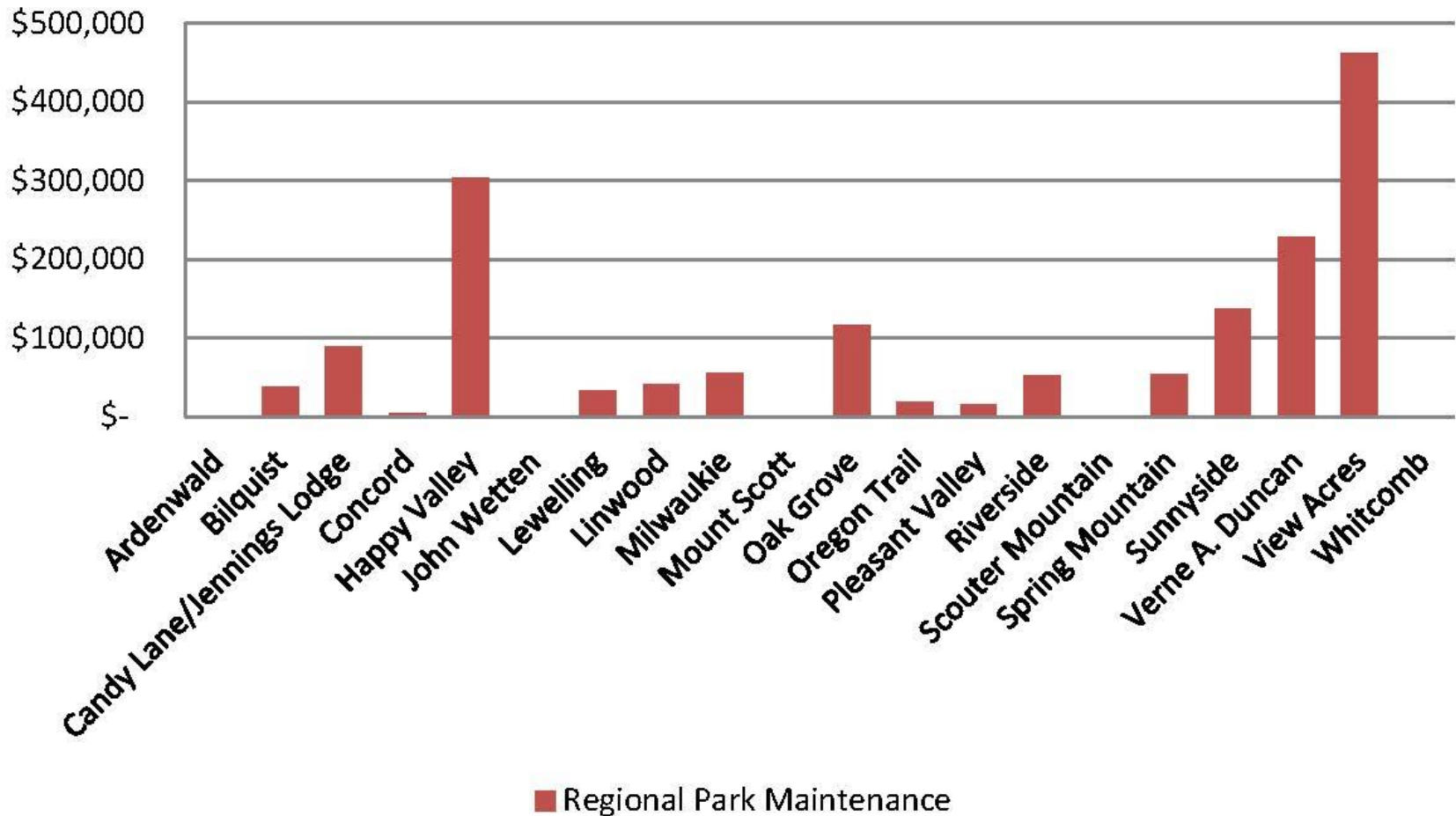
Neighborhood Park Maintenance – FY 12/13

Neighborhood Park Maintenance



Regional Parks, Open Space & Trails Maintenance – FY 12/13

Regional Park Maintenance



Tax Dollar Breakdown



IGA's with Milwaukie and Happy Valley

Focused on:

- Ownership
 - Based on Concept of Shared Ownership:
- Management
 - Maintenance Responsibilities, Standards, Accountability
- Representation
 - District Advisory Board Membership

Master Planning IGA Reviews

Potential Modifications:

- Ownership
 - Accounting Question of Capital Investment on City-Owned Properties
- Management
 - Need for Clear Accountability
- Representation

Master Plan Development

