



DIRECTOR INFORMATION for
GENERAL BOARD MEETING
April 8, 2025

Redmond Area Park and Recreation District
465 SW Rimrock Dr
PO BOX 843
Redmond, OR 97756
Administrative office phone – 541-548-7275

BOARD OF DIRECTORS

Lena Berry, Director
Mercedes Bostick-Cook, Director
Matt Gilman, Director
David Rouse, Director
Kevin Scoggin, Director

RAPRD STAFF LEADERSHIP TEAM

Katie Hammer, Executive Director
Mike Elam, Recreation Manager
Jessica Rowan, Aquatic Director
Vicki Osbon, Administrative Services Manager

TABLE OF CONTENTS

General Board Meeting Agenda	pg 4
March 11, 2025, General Board Meeting Minutes	pg 5
Financial:	
March Financial Summary	pg 9
Community Recreation Center EOM & Financials	handout
Ordinance #1-2025 General Park and Facility Rules	pg 13
Action Agenda Items:	
Approval of IGA with City of Redmond for Spray Pad	pg 19
Executive Director Employment Agreement	pg 36
Discussion Items:	



Redmond Area Park and Recreation District
465 SW Rimrock Way
Redmond Oregon 97756
541-548-7275
www.raprd.org

GENERAL BOARD MEETING AGENDA

April 8, 2025 (revised)
7:30am

This meeting will take place in person at the Cascade Swim Center, 465 SW Rimrock Way, Redmond. Virtual access is available using the following link:
<https://meet.goto.com/647496005>

You can also dial in using your phone.
Toll Free: 877-309-2073
Access Code: 647496005

AGENDA

1. **Call to Order**
Adjustments to the Agenda
2. **Communications** (Comments by Citizens are Limited to 3 Minutes)
3. **Consent Agenda**
Approval of the General Board Meeting Minutes of March 11, 2025
Acknowledgement of Receipt of March 2025 Financial Summary
4. **Community Recreation Center Update**
5. **Public Hearing and First Reading of Ordinance 1-2025 Park and Facility Rules**
6. **Action Agenda Items**
Intergovernmental Agreement between the City of Redmond and RAPRD for the 2025 Season of the Centennial Park Spray Pad
Executive Director Employment Agreement Renewal
7. **Discussion Items**
8. **Public Comments**
9. **Board/Staff Comments**
10. **Adjournment**

Public Comments will be taken during the meeting. Those wishing to speak should sign up on the sheet provided. Comments by citizens are limited to five minutes. **Speakers will be called in order of sign up. Our meetings are recorded.** Accessibility requests must be made to Administrative Services Manager, Vicki Osbon at 541-548-7275 or by email at vicki.osbon@raprd.org at least 72 hours prior to any public meeting. **This is a no-smoking facility.**



Redmond Area Park and Recreation District
465 SW Rimrock Way
Redmond Oregon 97756
541-548-7275
www.raprd.org

**REDMOND AREA PARK AND RECREATION DISTRICT
BOARD OF DIRECTORS
Minutes of General Meeting**

A general meeting of the Board of Directors of the Redmond Area Park and Recreation District convened at 465 SW Rimrock Way, Redmond, Oregon, March 11, 2025, at 7:30am.

Attendance:

Director's Present: Matt Gilman
David Rouse
Mercedes Bostick-Cook (attended virtually)
Lena Berry
Kevin Scoggin

Directors Absent: None

Staff: Katie Hammer, Executive Director; Vicki Osbon, Administrative Services Manager, Jessica Rowan, Aquatic Director, Mike Elam, Recreation Manager

Media:

Public Attending: Chad Franke, HMK, Brian Palmer, Declan Palmer, Katie Jalo, David Cosper

GENERAL MEETING MINUTES

1. Call to Order: Matt Gilman called the meeting to order at 7:30am.
Adjustments to the Agenda: None

2. Communications:

Brian Palmer introduced himself and his son, Declan Palmer. Brian spoke about a recent experience during recreation swim. He said that he appreciated the quick response from Jessica Rowan and changes she is implementing.

David Cosper introduced himself and said he is running for Position 1 for the board.

Katie Jalo introduced herself and said she is also running for Position 1 for the board.

3. Consent Agenda:

Approval of the General Board Meeting Minutes from February 11, 2025,
Acknowledgement of Receipt of February 2025 Financial Summary:
David Rouse made a motion to approve the general board meeting minutes of February 11, 2025, and acknowledge receipt of the February 2024 financial summary as presented. Mercedes Bostick-Cook seconded the motion. Motion passed unanimously.

4. Community Recreation Center Update:

Chad Franke said that the metal building pieces for the natatorium are up, and they will begin craning the cross members that tie them together for the structure this week. Once the natatorium is finished, they will start on the gym side of the building. He said that the pools have already been dug out and backfilled to allow the cranes to work inside the structure. He said that they are working on underground plumbing and electrical as well. Chad also said that we received confirmation that our transformer will be available to us on schedule or early which is important for the project to get the HVAC equipment and getting it up and running prior to installing floors. Chad said that they are tracking on schedule to finish in February or March of 2026.

5. Action Agenda Items:

Approval of Amendment #2 for Earthwork Special Inspections Contract (Wallace Group)
Chad Franke explained that this is a \$16,000 amendment to our special inspections for geo technical site inspections. He explained that when they bid this work early in the project, the design and schedule isn't typically completed. The backfill that was needed to fill the trenches was done in 1-foot lifts and then compacted. Every time it was compacted it had to be tested to make sure the proper compaction was reached which increased the project scope. David Rouse moved to approve amendment #2 for earthwork special inspections contract (Wallace Group). Lena Berry seconded the motion. Motion passed with four directors in favor. Mercedes Bostick-Cook abstained.

Community Recreation Center Name

Katie Hammer said she asked the architects to send over slides with various names to the board that could visualize what the name would look like on the building. The board discussed various names. Lena Berry made a motion to name the new recreation center The Hub Aquatics and Recreation. David Rouse seconded the motion. Motion passes with four in favor (Berry, Bostick-Cook, Rouse, Scoggin) and one opposed (Gilman). Katie said she would reach out to the city to see if they would object to RAPRD using the name The Hub.

RAPRD Board Orientation Manual

Katie Hammer explained that every two years when there is an election, the manual is reviewed. She said that the manual has been reviewed, and the last update was the removal of the Activity Center a couple of years ago. She recommends that two updates adding in the community center name change and adding that classes are held at the Redmond Senior Center. She asked the board to let her know if there were any adjustments they felt were needed. The board pointed out that there were typos that

needed to be fixed. Lena Berry moved to approve the revised board orientation manual with review of the typos. David Rouse seconded the motion. Motion passed unanimously.

6. Discussion Items:

Park and Facility Rules Update

Katie Hammer said after the last meeting she made changes to the park and facility rules. She added a section on non-motorized vehicles because we did not have one. She talked about enforcement and penalties and added the exclusion section. She also talked about implementing a metal detector permit with guidelines. She said that we can remove the anchoring in the river rule. She said the rules have been sent to for legal counsel review. It was suggested that because Tetherow Crossing and Borden Beck are historical sites, that anything of historical significance is found, that verbiage be added to the metal detector permit stating the district retains ownership of those items.

Youth Sports Officials Code of Conduct

Katie Hammer said that when the parent and spectators code of conduct form was created it was mentioned that we should have a youth sports officials code of conduct as well. She said that she was presenting it for review and if there were any changes the board would like to make to let her know. It was also suggested that verbiage be added regarding technology.

7. Public Comments

None

8. Board & Staff Comments:

Kevin Scoggin, Board Member, thanked Jessica Rowan for handling the situation with the Palmer family.

Lena Berry, Board Member, thanked everyone for working together on the new recreation center name.

Mike Elam, Recreation Manager, said there are 800 kids registered for spring soccer. He said they are also adding a women's league for Adult softball.

Jessica Rowan, Aquatic Director, said high school swim season is over and we have added in recreation swim in the evening that has been well received. She said she will be running a lifeguard course over spring break. She also said that two staff members have received their certificates to be lifeguard instructors to assist her in teaching. She added that the outdoor pool will open on Memorial Day weekend.

Katie Hammer, Executive Director, gave an update on the parks and recreation master plan. Survey response is still low. We are doing another push in hopes we can increase the response rate. We are tentatively planning a community open house for April, but

this may be moved to May depending on survey responses. The consultant will attend the April or May board meeting for give an update.

Adjournment

Matt Gilman adjourned the meeting at 8:45am.

Board Chair, Matt Gilman

Recording Secretary, Vicki Osbon

Redmond Area Park and Recreation District
 Financial Summary
 March 31, 2025

Summary

Mar 31, 2025 is 75% of the 2024/2025 Fiscal year.

Financial Performance By Fund

General			
Resources (% of 23/24 Budget)	95%	Resources change from FY 22/23	-2%
Expenditures (% of 23/24 Budget)	52%	Expenses change from FY 22/23	-11%

	YTD FY Mar 23/24	YTD FY Mar 24/25	2024/2025 YE Budget	% Current Budget	Target %
Resources (Income)	\$ 2,003,257	\$ 1,956,689	\$ 2,052,000	95%	98.0%
Personnel Services	\$ 268,017	\$ 264,412	\$ 528,500	50%	61.0%
Materials & Services	\$ 109,792	\$ 159,174	\$ 286,000	56%	61.0%
Debt Service	\$ 97,090	\$ -	\$ -	0%	0.0%
Capital Outlay			\$ -	0%	0.0%
Transfers & Contingency			\$ 1,655,000	0%	0.0%

Aquatic			
Resources (% of 23/24 Budget)	94%	Resources change from FY 22/23	3%
Expenditures (% of 23/24 Budget)	68%	Expenses change from FY 22/23	15%

	YTD FY Mar 23/24	YTD FY Mar 24/25	2024/2025 YE Budget	% Current Budget	Target %
Resources (Income)	\$ 237,872	\$ 245,628	\$ 261,000	94%	75.0%
Personnel Services	\$ 500,855	\$ 575,965	\$ 825,500	70%	70.0%
Materials & Services	\$ 135,317	\$ 178,590	\$ 241,000	74%	72.0%
Debt Service	\$ 35,797	\$ 17,899	\$ 18,000	99%	100.0%
Capital Outlay	\$ 5,825		\$ 50,000	0%	0.0%

Redmond Aquatic Club Eels (RACE)			
Resources (% of 23/24 Budget)	60%	Resources change from FY 22/23	16%
Expenditures (% of 23/24 Budget)	63%	Expenses change from FY 22/23	7%

	YTD FY Mar 23/24	YTD FY Mar 24/25	2024/2025 YE Budget	% Current Budget	Target %
Resources (Income)	\$ 57,133	\$ 66,046	\$ 110,000	60%	68.0%
Personnel Services	\$ 62,345	\$ 62,224	\$ 86,400	72%	68.0%
Materials & Services	\$ 30,306	\$ 37,287	\$ 72,000	52%	65.0%

Financial Performance By Fund

Programs			
Resources (% of 23/24 Budget)	72%	Resources change from FY 22/23	-9%
Expenditures (% of 23/24 Budget)	54%	Expenses change from FY 22/23	3%

	YTD FY Mar 23/24	YTD FY Mar 24/25	2024/2025 YE Budget	% Current Budget	Target %
Resources (Income)	\$ 344,150	\$ 314,285	\$ 436,200	72%	71.0%
Personnel Services	\$ 231,345	\$ 237,592	\$ 468,000	51%	69.0%
Materials & Services	\$ 167,989	\$ 174,951	\$ 289,200	60%	71.0%
Capital Outlay			\$ -	0%	0.0%

Parks			
Resources (% of 23/24 Budget)	33%	Resources change from FY 22/23	-18%
Expenditures (% of 23/24 Budget)	23%	Expenses change from FY 22/23	12%

	YTD FY Mar 23/24	YTD FY Mar 24/25	2024/2025 YE Budget	% Current Budget	Target %
Resources (Income)	\$ 2,431	\$ 2,005	\$ 6,000	33%	56.0%
Personnel Services	\$ 85,385	\$ 90,734	\$ 159,500	57%	65.0%
Materials & Services	\$ 25,226	\$ 32,600	\$ 71,250	46%	66.0%
Capital Outlay			\$ 305,000	0%	0.0%

Year to Date Comparison by Program Category

YTD Detail

Property Tax Collections

FY 24/25 (Current)	1,844,848
FY 24/25 (Budget, current yr)	1,950,000
FY 23/24	1,856,242
FY 22/23	1,770,342
FY 21/22	1,682,296

Resources/Expense Detail

Pool Activities

Pool Activities Resources

FY 24/25 (Current)	106,533
FY 24/25 (Budget, current yr)	120,000
FY 23/24	114,226
FY 22/23	106,511
FY 21/22	87,612

Pool Activities Expenses

FY 24/25 (Current)	7,775
FY 24/25 (Budget, current yr)	20,000
FY 23/24	7,984
FY 22/23	5,731
FY 21/22	10,270

Youth Sport Leagues

Youth Sports League Resources

FY 24/25 (Current)	158,409
FY 24/25 (Budget, current yr)	186,000
FY 23/24	168,119
FY 22/23	136,768
FY 21/22	113,462

Youth Sports League Expenses

FY 24/25 (Current)	57,497
FY 24/25 (Budget, current yr)	98,000
FY 23/24	56,597
FY 22/23	62,809
FY 21/22	34,591

Note: Youth Sports League include: Youth Basketball, Soccer and LaCrosse

Enrichment Resources

Enrichment Resources

FY 24/25 (Current)	47,091
FY 24/25 (Budget, current yr)	73,000
FY 23/24	45,349
FY 22/23	30,739
FY 21/22	17,866

Enrichment Expenses

FY 24/25 (Current)	37,406
FY 24/25 (Budget, current yr)	45,100
FY 23/24	23,026
FY 22/23	37,916
FY 21/22	16,574

Fitness

Fitness Resources	
FY 24/25 (Current)	9,303
FY 24/25 (Budget, current yr)	20,000
FY 23/24	18,385
FY 22/23	8,957
FY 21/22	6,194

Note: Fitness classes are held at the Senior Center.

Fitness Expenses	
FY 24/25 (Current)	8,333
FY 24/25 (Budget, current yr)	12,500
FY 23/24	9,862
FY 22/23	8,256
FY 21/22	5,337

Adult Sport Leagues

Adult Sport League Resources	
FY 24/25 (Current)	2,299
FY 24/25 (Budget, current yr)	16,700
FY 23/24	5,175
FY 22/23	1,875
FY 21/22	2,184

Adult Sport League Expenses	
FY 24/25 (Current)	299
FY 24/25 (Budget, current yr)	10,600
FY 23/24	3,327
FY 22/23	775
FY 21/22	896

Note: Adult Sport Leagues include, Adult Softball and Adult Basketball.

Updated 4/1/25

**Redmond Area Park and Recreation District
Ordinance #1 - 2025 - GENERAL PARK AND FACILITY RULES**

**AN ORDINANCE ESTABLISHING GENERAL PARK AND FACILITY RULES; AND
REPEALING AND SUPERSEDING ORDINANCE #2006-1**

General Rules

1. No person shall disturb or otherwise endanger the comfort, health, peace, or safety of others.
2. **Criminal Activity:** No Person shall violate, or refuse to obey, any city, county, state, or federal laws, or ordinances regulations while in District Parks or Facilities or while participating in District Programs. Criminal activity on District property will be reported to the Redmond Police Department or Deschutes County Sheriff's Department
3. **Park Hours:** For public use, park hours are from sunrise to sunset, unless posted otherwise. Hours of use for District-sponsored or sanctioned activities may occur outside of the sunrise to sunset time period.
4. **Program or Facility Rules:** No person shall refuse to obey any District Program or District Facility rules.
5. **Direction of a District Employee:** No person shall refuse to obey and abide by all instructions, warnings, restrictions, and prohibitions on posted signs and notices, or communicated verbally or in writing by a District employee, or other person as designated by the Executive Director.
6. **Camping:** Overnight camping is not allowed except as authorized by the Board of Directors or authorized agent. To "camp" means to set up or to remain in or at a campsite. "Campsite" means a place where any bedding, sleeping bag, or other material used for bedding purposes, or any stove or fire is placed, established, or maintained for the purpose of maintaining a temporary place to live, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure, or any vehicle or part thereof.
7. **Fires:** Open fires and charcoal barbeques are prohibited. Portable propane camp stoves and gas barbeques are permitted to the extent that they are operated in a safe manner.
8. **Audio Devices:** No person shall create a noise, within District property, by use of a sound-amplifying device or otherwise, that is unnecessarily loud at a distance of 30 feet from the source except as authorized by the Executive Director or a Designee. A noise is "unnecessarily loud" if it interferes with normal spoken communication or could reasonably disturb sleep.
9. **Water Use:**
 - 9.1 No person shall bathe (unless in designated showers), wash clothing or other materials, or clean fish in streams, ponds, pools, or restrooms on District property.
 - 9.2 No person shall jump, dive, or otherwise launch oneself or any other person or object off any bridge into a river, canal, pond, or any other body of water located within District property.
 - 9.3 Persons entering any water body lake, river, and/or pond located within District property, shall do so at their own risk.
 - 9.4 In addition to these rules, all persons shall obey rules posted at particular bodies of water.

10. All private lands adjacent to District parks and property are off limits to the public. Person(s) shall only use paths, trails, and roads specifically designated for public use.

11. **Property Damage:** No person shall damage, remove, tamper with, modify, or deface District Property including vegetation, dirt, and rocks.

12. **Littering:** No person shall litter on District Property. Garbage and refuse shall be deposited in proper receptacles provided for this purpose. Personal garbage and refuse shall not be brought to District parks for disposal.

13. Animals:

13.1 No person shall feed waterfowl or other wildlife.

13.2 No person shall damage, harm, injure, molest, or otherwise disturb any wildlife or wildlife dwelling except as authorized by the Executive Director, a Designee, or other government agency with jurisdiction. Horses and other stock animals are prohibited, except in designated equestrian use areas or as authorized by the Executive Director or a designee.

13.3 Owners or keepers of an animal (hereinafter referred to as "Owners") are responsible and liable for the animal's actions. Animals or Owners may be excluded from District property for failure to abide by District rules.

13.4 Owners shall maintain control of dogs by securely holding onto a physical leash (not an electronic control device) of not more than six feet in length that is attached to the dog, except when in a designated off-leash area. Dogs may not be secured to a stationary object and left unattended on District property.

13.5 Owners shall promptly pick up and dispose of animal waste in proper receptacles.

13.6 Owners shall not allow an animal to damage the property of another, including by digging or burrowing, or to harass, threaten, injure, or fight with an animal or person.

13.7 Any dog that has a set of permanent canine teeth or that is six months of age or older, whichever comes first, must be licensed and current in vaccinations. Owners shall be found in violation of this rule if a dog is not wearing its collar and tag.

13.8 Only trained Assistance Animals that perform a specific task for a disability are allowed in District Facilities, or at District sponsored or sanctioned events or programs, unless permitted by the Executive Director. Emotional support animals are not considered Assistance Animals.

14. Non-motorized Vehicles:

Non-motorized vehicles, including bicycles, skateboards, scooters, in-line and roller skates and other similar devices exclusively powered by humans:

14.1 Shall not move at a speed or in a manner that endangers other people, pets, wildlife, or District Property

14.2 Shall not be placed in a manner that obstructs pedestrian or vehicular traffic on a path, trail, disabled access ramp, or building entrance.

14.3 May only be used on paths and trails which do not exclude their use.

15. Vehicles

15.1 Motorized vehicles are prohibited except in roadways, parking areas designated for motorized vehicles, as needed for public safety purposes, or by permit.

- 15.2 No person shall park a vehicle on District property unless the operator or passengers are using District facilities or participating in District programs. No person shall park a vehicle on District property for the purpose of offering the vehicle for sale.
- 15.3 No person shall block the flow of traffic in a parking lot, or prevent emergency vehicle access, by double parking or blocking a fire hydrant, driveway, or entry gate, or parking in an undesignated space.
- 15.4 No vehicle may be parked on District property between 10:00 pm and 5:00 am, except:
 - a. As authorized by the Executive Director or a Designee;
 - b. During District program or operating hours
- 15.5 Vehicles left upon District property in violation of these rules or in violation of Oregon law may be towed in accordance with Oregon law.

16. Business Operations, Leafleting, and Organized Events:

- 16.1 The following activities are prohibited on District property unless specifically authorized by the Executive Director or a Designee and with evidence of such permission on their person:
 - a. Operating a fixed or mobile concession.
 - b. Soliciting, selling, offering for sale, peddling, hawking, advertising, or vending any goods or services.
 - c. Displaying commercial advertisements, signs or business cards on facility bulletin boards or elsewhere on District property without prior approval.
- 16.2 Hand-billing and leafleting is permitted as long as the method of distribution does not violate District rules and regulations.
- 16.3 No person shall organize, conduct, or participate in any event or other scheduled activity that is publicly advertised without prior authorization from the Executive Director or a Designee. District activities have priority use of District facilities.

17. Prohibited Items for the Safety of Park Users, Property, and Wildlife: It is prohibited to possess or use the following items on District Property without approval from the Executive Director:

- a. Knives or blades over four (4) inches in length
- b. Axes, machetes, scythes, and other metal implements with a sharpened edge meant for cutting
- c. Firearm replicas
- d. Spray paint
- e. Game and trail cameras

18. Hunting, Firearms & Fireworks

- 18.1 No person shall possess a loaded firearm on District property except in accordance with Oregon and Federal law.
- 18.2 Consistent with ORS 166.360(9), and the exceptions as allowed under ORS 166.370, no person shall intentionally possess a loaded or unloaded firearm, or any other instrument used as a dangerous weapon, while in or on a District building.
- 18.3 No person shall use a weapon, as defined in ORS 166.360, on District property, except as authorized under Oregon law.
- 18.4 No person shall possess or use a bow and arrow, crossbow, spear gun, paintball gun, BB or pellet gun, airsoft gun, or device capable of launching a projectile by means of compressed gas or electricity while on District property.

- 18.5 Fishing is permitted on District property consistent with Oregon law, including licensing requirements under ORS Chapter 497.
 - 18.6 Hunting, trapping, or removing any wild animal from District property is prohibited unless authorized by the Executive Director, a Designee, or other government agency with jurisdiction.
 - 18.7 No person shall possess or use fireworks or other explosives on District property.
19. **Remote-controlled and Unmanned Aerial Vehicles:** In or on any District property, users must operate remote-controlled vehicles and unmanned aerial vehicles (i.e., a drone), whether for recreational or commercial purposes, consistent with the Federal Aviation Administration regulations.
20. **Specific Special Recreational Activities:**
- 20.1 Metal Detectors: No person shall use metal detectors on District Property without a permit issued by the District.
 - 20.2 Geocaching/letterboxing is permitted to the extent that the activity does not violate a District rule.
 - 20.3 Slacklines, hammocks, and similar devices are permitted to the extent that their use is consistent with District rules and causes no damage to vegetation or structures.
 - 20.4 No person shall tether, launch, or land a hot air balloon, paraglider, parachute, or other similar devices on District Property unless authorized in writing by the Executive Director
21. **Restrooms and Changing Areas:**
- 21.1 No person shall urinate or defecate on district property except in restroom toilets or portable toilets.
 - 21.2 Restrooms and portable toilets are to be used only for the elimination of human waste, hand washing, and other related personal hygiene functions.
 - 21.3 Facility locker rooms and group changing rooms are provided only to clean one's body and to store personal belongings during the time when the facility user is inside the building.
 - 21.4 Individual restrooms/changing rooms and restroom stalls are not to be occupied by more than one person and for no longer than 10 minutes, with the exception of those who need assistance and are accompanied by a caregiver.
 - 21.5 People may use the restroom that corresponds to their gender identity.
 - 21.6 No person over the age of six shall enter a restroom or locker facility designated for the opposite gender. Those who need assistance and are accompanied by a parent, legal guardian, or caregiver may enter the restroom, changing room, or locker facility that aligns with the gender of the parent, legal guardian, or caregiver.
 - 21.7 No person shall use a cell phone, camera, recording device or other photographic equipment inside a restroom, locker room or changing area.
 - 21.8 No person shall be within a restroom outside of posted hours of operation.
 - 21.9 No animals (excluding service animals), bicycles, camping materials, drug paraphernalia, or items used to prepare food for consumption are allowed in restrooms, locker rooms, or portable toilets.
22. **Substances:**
- 22.1 **SMOKING.** Smoking, vaping, and the use of tobacco or marijuana in any form is prohibited on any District Property, whether or not in a vehicle.

- 22.2 ALCOHOL. No alcoholic beverages are allowed in District Parks, Facilities, or Programs without prior written authorization of the Executive Director or their designee. Alcohol may be served at designated District Facilities if a certificate of compliance, as to all regulations pertaining to the use and consumption of alcoholic beverages, is provided to the appropriate District staff and advance authorization is given.
- 22.3 DRUGS. No person shall sell, buy, use, or possess any drug or narcotic prohibited by state law while on District Property or in District Programs.

23. Exclusion

- 23.1 A peace officer or the Executive Director or a Designee may exclude a person from District property, subject to Oregon law, for any of the following:
- a. Violation of District rules and regulations;
 - b. The person has been cited to appear, arrested, or otherwise taken into custody in a "Civil Exclusion Zone" for any of the offenses contained in the City of Redmond or Deschutes County code;
 - c. As ordered by a court of law; or
 - d. The person is deemed a public threat to visitors or to any District staff or property.
- 23.2 The Executive Director or a Designee shall determine the length of the exclusion period. If an excluded person violates the exclusion order, local law enforcement may be called, and the person may be arrested for criminal trespass.
- 23.3 Verbal or written exclusions will begin immediately. The excluded person will have 10 calendar days from the effective date of the notice to appeal the exclusion. The appeal must be in writing and delivered to the District's Executive Director. The appeal shall set forth the reason(s) that the exclusion is invalid or improper and shall request a written review. The District shall issue a written decision no later than 30 calendar days following receipt of the appeal.
- 23.4 If, as part of a written appeal, the excluded person requests a hearing, it shall be conducted by the board of Directors within 30 calendar days of the request. The board will render the final decision in writing within 15 business days of the hearing date. If a hearing is requested, no written decision shall be issued until after the hearing.
- 23.5 At any time during the exclusion, an excluded person may submit a petition in writing to the Executive Director for a temporary waiver of the exclusion.

24. ENFORCEMENT OF RULES AND REGULATIONS

- 24.1 The Executive Director, a Designee, or any peace officer as defined under ORS 133.005(3) is vested with authority to enforce these rules and regulations and to take the following action:
- a. Issue exclusions as provided by the District's Park and Facility Rules Policy and Oregon law to any person who violates any provision of the District's rules and regulations.
 - b. Refuse entrance to a District facility or program, or require a person to leave a District property, facility, or program.
- 24.2 A peace officer as defined under ORS 133.005(3) is vested with authority to enforce these rules and regulations and to take the following action:
- a. Issue citations or exclusions as provided by the District's Park and Facility Rules Policy and Oregon law to any person who violates any provision of the District's rules and regulations.

- b. Refuse entrance to a District facility or program, or require a person to leave a District property, facility, or program.
- 24.3** No person shall refuse to leave any District property, facility, or program after being directed to leave by a peace officer or the Executive Director or a Designee. Entering or remaining unlawfully in or upon District property may subject a person to exclusion or prosecution for criminal trespass in the second degree pursuant to ORS 164.245.
- 24.4** No person shall interfere with any District personnel or peace officer enforcing these rules and regulations. Intentionally acting in a manner that prevents or attempts to prevent District personnel or a peace officer from enforcing these rules and regulations may subject a person to exclusion or prosecution pursuant to ORS 162.247.
- 24.5** Pursuant to ORS 266.450, violation of these regulations is a misdemeanor punishable by exclusion; or upon conviction by a fine not to exceed \$100 or imprisonment not to exceed five days, or both.

24. Severability

Should any word, sentence, paragraph, clause or phrase of this ordinance be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of this ordinance, which shall remain in full force and effect.

25. Repeal

This Ordinance supersedes, replaces, and restates Ordinance #1-2006 in it's entirety. Ordinance #1 -2006 is hereby repealed.

RAPRD BOARD AGENDA COMMUNICATION

MEETING DATE: April 8, 2025

SUBJECT: Intergovernmental Agreement for the Operation of the Spray Pad at Centennial Park

STAFF RESOURCE: Jessica Rowan/Katie Hammer

ACTION PROPOSED: Approval of IGA for the Operation of the Spray Pad at Centennial Park for the 2025 season

BACKGROUND:

The City of Redmond Public Works department and RAPRD has partnered for the last three years for the maintenance and operation of the Spray pad. This partnership is mutually beneficial to both organizations. RAPRD has three certified pool operators on staff and has experience with aquatic facilities and features. The city will reimburse RAPRD for all costs incurred to provide staff for the spray pad. The city would be responsible for all chemical costs and contracting any large repairs.

This IGA is a renewal of the IGA for the 2025 season. The IGA is the same as previous years.

BUDGETARY IMPACT: The city will reimburse the District for the costs associated with payroll to provide staff for the spray pad.

RECOMMENDED MOTION: Motion to Approve the IGA for Operation of the Spray Pad at Centennial Park for the 2025 season.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF REDMOND
AND THE REDMOND AREA PARK AND RECREATION DISTRICT
FOR OPERATION OF THE CENTENNIAL PARK SPRAY PAD

This Intergovernmental Agreement (“Agreement”), dated effective May 22, 2025, is entered into by and between the City of Redmond, an Oregon municipal corporation (“City”), and the Redmond Area Park and Recreation District, a special taxing district (“RAPRD”).

WHEREAS, City and RAPRD are authorized pursuant to ORS 190.003 through 190.110 to enter into an intergovernmental Agreement for the performance of any or all functions which a party to the Agreement has the authority to perform; and

WHEREAS, the City owns the Centennial Park Spray Pad (“Spray Pad”) located at 725 SW Evergreen Avenue in Redmond; and

WHEREAS, the City’s core services include operating and maintaining park amenities; and

WHEREAS, RAPRD manages programs at other City park facilities, including operating the Centennial Park Kiosk next to the Spray Pad; and

WHEREAS, RAPRD has staff with the required certifications and training to perform specialized services necessary for daily operations of the Spray Pad; and

WHEREAS, the City is interested in contracting with RAPRD to perform specialized services at the Spray Pad.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. EFFECTIVE DATE/DURATION

1.1 This Agreement is effective May 22, 2025.

1.2 The Agreement shall commence upon signature of all parties and shall continue in full force and effect until terminated on or before September 8, 2025.

2. TERMINATION

2.1 This Agreement may be terminated by either party upon 30-days written notice to the other party.

2.2 Termination under this section shall not affect any obligations or liabilities accrued prior to the effective date of the termination.

3. PURPOSE

3.1 This Agreement provides the basis for a cooperative working relationship for the purpose of operating the Spray Pad.

4. SCOPE OF SERVICES

4.1 City of Redmond:

- 4.1.1 Provide expertise, historical data, experience, judgement, and personal attention necessary for RAPRD staff to perform services or troubleshooting.
- 4.1.2 Furnish all equipment, chemicals, materials, supplies and facilities necessary to perform services unless otherwise agreed in writing.
- 4.1.3 Shall be responsible for all costs and subcontractor arrangements for repairs to equipment, surfaces, and structures of the Spray Pad during the term of this agreement.
- 4.1.4 Insure the property including the equipment, name RAPRD as additional insured.
- 4.1.5 Perform the seasonal start-up, winterization, or significant troubleshooting of the Spray Pad jointly with RAPRD staff.

4.2 RAPRD:

- 4.2.1 Provide a Certified Operator as defined in Oregon Administrative Rules Chapter 333 – Division 60, Public Swimming Pools, to perform daily services.
- 4.2.2 Perform and document daily safety checks and complete the daily safety inspection record (ATTACHMENT A) for the Spray Pad.
- 4.2.3 Perform and document Oxidation Reduction Potential (ORP) chlorine and sanitation readings (ATTACHMENT B) every two (2) hours during operation of the Spray Pad. If the water quality is out of compliance, RAPRD will contact the City of Redmond and shut down the system via emergency switch per Public Works Standard Operating Procedure 2.1.3.1 (ATTACHMENT C).
- 4.2.4 Perform and document daily testing and complete the Oregon Health Authority (OHA) Public Swimming Pool Daily Record Sheet (ATTACHMENT D) for the Spray Pad.
- 4.2.5 Perform the backwashing of filters and rinsing of Spray Pad equipment as needed. Notify the City if excessive debris is observed and additional cleaning of Spray Pad area is required.
- 4.2.6 Perform the seasonal start-up, winterization, or significant troubleshooting of the Spray Pad jointly with City staff.

5. COMPENSATION

- 5.1 The maximum cost to the City shall not exceed \$15,000.00 over the term of this Agreement.
- 5.2 RAPRD will invoice the City monthly for costs of providing specialized services as completed by Certified Operator.
- 5.3 Any additional services requested by the City, but not included in the Scope of Services, shall be invoiced on a time-and-materials basis, and not included as part of this Agreement.

6. SPECIAL REQUIREMENTS

- 6.1 Legal Compliance: Each party agrees to comply with all applicable federal, state, and local ordinances, statutes, laws, and regulations.
- 6.2 Assignment: Neither this Agreement nor any of the rights granted by this Agreement may be assigned or transferred by either party.
- 6.3 Record and Fiscal Control System: All payroll and financial records pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- 6.4 Access to Records: Both parties and their duly authorized representatives, shall have access to all books, documents, papers, and records of the parties which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- 6.5 Attorney Fees: In the event of an action, lawsuit or proceeding, including appeal there from, is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for their own attorney fees, expenses, costs, and disbursements for said action, lawsuit, proceeding or appeal.
- 6.6 No Waiver of Claims: The failure by any party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or of any other provision of this Agreement.
- 6.7 Severability: Should any provision or provisions of this Agreement be construed by a court of competent jurisdiction to be void, invalid or unenforceable, such construction shall affect only the provision or provisions so construed, and shall not affect, impair, or invalidate any of the other provisions of this Agreement which shall remain in full force and effect.
- 6.8 Applicable Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon.
- 6.9 Each party shall be solely responsible for its own acts and those of its employees and officers under this Agreement. 10.1. To the extent permitted by Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the parties will hold harmless, indemnify, and defend the other party, its officers, agents, volunteers, and employees from all claims arising solely by reason of any act or failure to act by each party.
- 6.10 Entire Agreement: This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof, and supersedes any and all prior or contemporaneous agreements or understandings between the parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.

7. AMENDMENTS TO AGREEMENT

7.1 This Agreement may be amended at any time with the concurrence of both parties. Amendments become part of this Agreement only after the written amendment has been signed by both parties.

In agreement whereof, the parties have executed this Agreement on the dates specified next to their respective signature.

REDMOND AREA PARKS AND RECREATION DISTRICT

CITY OF REDMOND

Name: Date
Title:

Jessica MacClanahan,
Date
Public Works Director/City Engineer

Katie Hammer Date
Executive Director



CITY OF REDMOND
Public Works Department

ATTACHMENT A

243 E Antler Ave
Redmond, OR 97756-0100
(541) 504-2000

Water Division On-Call: (541) 419-1011

Centennial Park Spray Pad
Daily Safety Inspection Record

Month: _____

	Bathrooms & Drinking Fountains	AED & First Aid Kit	Emergency Phone	Control Vaults Secure	Signs & Pool Rules	Water Feature Deck	Water Quality ORP Value	Park Grounds	8 AM	10 AM	12 PM	2 PM	4 PM	6 PM	8 PM
1.															
2.															
3.															
4.															
5.															
6.															
7.															
8.															
9.															
10.															
11.															
12.															
13.															
14.															
15.															
16.															
17.															
18.															
19.															
20.															
21.															
22.															
23.															
24.															
25.															
26.															
27.															
28.															
29.															
30.															
31.															

Note: Bathrooms and Drinking fountains are clean and operational. AED and First Aid kits are functional and available. The emergency phone is available and operational. Vault lids are secure. Signs are in place and pool rules are in compliance. Spray deck is clear of debris (trash, food, diapers, etc.). Water quality does not appear to be compromised. The park grounds are in acceptable condition.

Comments: _____



Centennial Park Spray Pad Daily ORP Reading

Month: _____

	Inspector	8:00 am	10:00 am	12:00 pm	2:00 pm	4:00 pm	6:00 pm	8:00 pm
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								
21.								
22.								
23.								
24.								
25.								
26.								
27.								
28.								
29.								
30.								
31.								

Comments: _____

ATTACHMENT C



CITY OF REDMOND
PUBLIC WORKS DEPARTMENT

243 E ANTLER AVE
REDMOND, OR 97756
(541) 504-2000
www.redmondoregon.gov

STANDARD OPERATING PROCEDURES

SOP #	2.1.3.1
Division/Unit	Public Works
Procedure Title	Spray Park Vault
Issue Date	3/23/2022
Revision Date(s)	

PURPOSE: The purpose of this standard operating procedure is to define the common hazards and guidelines for the safety operations of the Spray Park in Centennial Park. The City of Redmond Public Works contracts with Redmond Area Park and Recreation District (RAPRD) on the maintenance of the park.

SCOPE: The scope of this work applies to Public Works employees and contractors who maintain the park.

DEFINITIONS:

Confined Space: Is a space that:

- 1) Is large enough and so configured that an employee can bodily enter and perform assigned work; and
- 2) Has limited or restricted means for entry or exit; and
- 3) Is not designed for continuous employee occupancy.

Permit-Required Confined Space: Is one that meets the definition of a confined space and has one or more of the following characteristics:

- 1) Contains, or has the potential to contain, a hazardous atmosphere;
- 2) Contains a material that has the potential for engulfing an entrant;
- 3) Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section; and / or
- 4) Contains any other recognizing serious safety or health hazards.

Alternate Confined Space: Is one that meets the definition of a permit-required confined space; however, the following characteristics apply:

- 1) The only hazard posed by the permit space is an actual or potential hazardous atmosphere; and
- 2) Continuous forced air ventilation alone is sufficient to maintain that permit space safety for entry; and
- 3) Documented monitoring and inspection data supports these conditions.

Prepared By: Andrea Leish Date: 3/23/2022		
----------------------------------------------	--	--

ATTACHMENT C

Non-Permit Required Confined Space: Non-permit required confined space means a confined space that does not contain or, with respect to atmospheric hazards, have the potential to contain any hazards capable of causing death or serious physical harm.

Authorized Entrant: Employees who have been trained and approved to enter a confined space.

Authorized Attendant: Employees who stand watch outside of the entry point of space and DO NOT enter the confined space.

PROCEDURE:

Hazards:

The vault at the Spray Park is a vented vault that houses the mechanical components for complete operation of the facility. The hazards in the vault include atmospheric hazards, physical hazards, electrical hazards, slips and falls, chemical hazards, and noise hazards.

Tools:

Tools will vary depending on the task being performed. Generally, the minimum equipment will include the following:

- Warning lines / control barriers
- Gas meter
- Personal Protective Equipment (PPE)
- Communication Devices
- Fresh air blower (if ventilation requirements cannot be met)

Safety Measures:

Any entry into the vault will require that several safety procedures be followed to ensure the safety of all employees and contractors including:

- Atmospheric testing procedures
- Confined space entry procedures
- Testing of emergency lighting
- Use of appropriate PPE (gloves, safety glasses, hard hats, hearing protection)
- Lockout / Tagout procedures (if applicable)

General Maintenance:

Prior to entry into the vault, remote monitoring is conducted within the food kiosk electrical closet. On site RAPRD employee(s) will conduct the analysis of the water quality every two hours while the Spray Park is operational. If the water quality is out of compliance (between 1-5 PPM chlorine) they will contact Public Works to fix the situation and if not, shut down the system via emergency shut off switch.

Entry Procedures:

ATTACHMENT C

City of Redmond Public Works evaluates and classifies the space prior to entry using the procedure identified in Appendix A. Regardless of classification, only authorized entrants may enter the space and authorized attendants will monitor the space from above and activate the rescue plan (911), if needed.

Authorized Entrant will have passed confined space awareness / permit required training and lockout / tag out authorized training. Prior to entry the confined space identification checklist must be completed (Appendix A). Their duties will include the following:

- Ability to identify the hazards which may be faced during entry. This includes signs and symptoms of an exposure to a hazard as well as an understanding the consequences of that exposure.
- Authorized entrants will maintain communication with the authorized attendant(s) and will notify the attendant in the event the entrants initiate evacuation.
- Authorized entrants will be provided with and use appropriate personal protective equipment as noted under the Safety Measures section.
- Authorized entrants will be instructed to exit the space when the authorized attendant orders an evacuation, when an alarm (gas meter) sounds or when the authorized entrant perceives that they are in danger. The only exception to the entrants following these directions would occur when the entrant is not physically able to evacuate on their own.

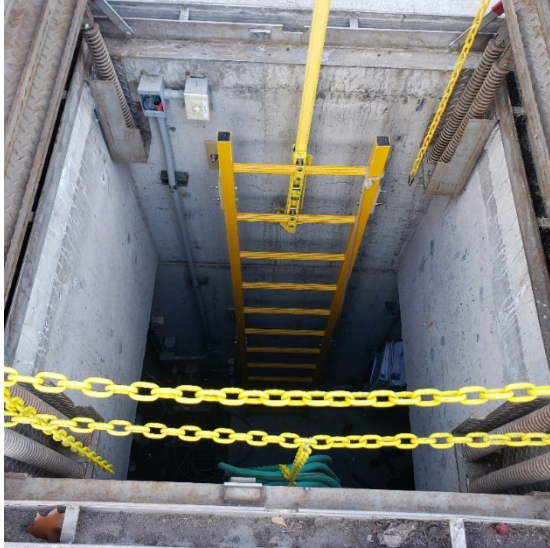


Authorized Attendant will NOT enter the space and / or leave their post while entrants are performing work. Their duties will include the following:

- Ensure a clear communication plan is in place between the authorized entrant(s) and themselves (cell phones, radios, etc.).

ATTACHMENT C

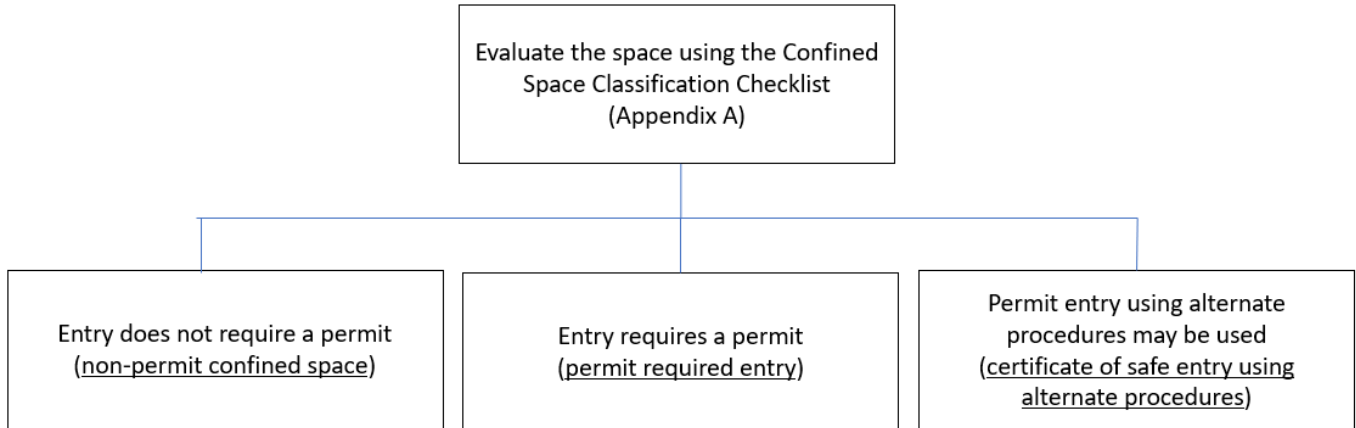
- Establish warning lines and control barriers outside of the vault opening. The warning lines and barriers will consist of yellow chains, cones, etc. The proper use of warning lines and control barriers helps to mitigate the potential fall hazard.
- Activates the rescue plan (call 911), if needed. Keep watch of bystanders and ensure area is kept clear of the public.



The vault has a ventilation system that blows fresh air into the vault at all times, however atmospheric monitoring will take place prior to entry and the confined space classification checklist will need to be completed prior to entrance into the vault (Appendix A). This checklist will be used to determine if the space can be declassified to a non-permit confined space and be entered using alternate procedures. Alternate procedures can be used to enter the space when:

- No other hazards exist; and
- Atmospheric hazards can be effectively removed and controlled by forced ventilation; and
- Workers can safely enter and work in the space; and
- All testing results and monitoring data are documented, retained, and made available to each employee who enters the space.
- If the above do not apply, a full entry permit is required.

ATTACHMENT C



All employees and contractors who may enter the vault at the Spray Park will review and sign off on the procedure. Annual review of the procedure and education will take place prior to opening of the park. All training records will be stored within the employee's profile within NEOGOV.

References:

[Oregon OSHA's Confined Space Standard OAR 437-002-0146](#)

City of Redmond – Confined Space Policy 6.10

ATTACHMENT C

APPENDIX A

Spray Park Confined Space Identification Checklist

Purpose: Determine if the confined space is a permit-required confined space

ONLY Authorized Entrants can complete the checklist

DATE: _____

TIME: _____

STEP 1: Atmospheric Monitor Testing

HAZARD	LIMIT/PEL	TOP 1/3 RESULTS	MID LEVEL RESULTS	LOWER 1/3 RESULTS	AIR QUALITY ACCEPTABLE?
Oxygen	19.5-23.5%				
Flammable, LFL	10% (max)				
H2S	10ppm				
CO	25ppm				

STEP 2: Is the air quality acceptable?

If **YES** – Continue to Step 3

If **NO** – Purge space until air is acceptable. If air cannot be controlled through forced ventilation alone, the space must be entered using an ENTRY PERMIT.

STEP 3: Check the space for physical hazards:

	CONDITION	YES	NO	N/A
1	All conditions making it unsafe to remove an entrance opening are eliminated (live electrical, moving parts or other forms of energy, potential for explosions, etc.)			
2	Hazardous energy sources (electrical, pressure, mechanical, pneumatic, etc.) are either total contained (covers and guards in place, no line breaking activities, not leaks, etc.) or properly isolated			
3	Space has been purged, flushed or is otherwise clean of any hazardous materials / chemicals.			
4	The work area is free of fire hazards and the work in the space will not create any fire hazards			
5	Space can be entered by a ladder or other method that allows self-entry and self-rescue options			

ATTACHMENT C

6	Traffic and pedestrian controls have been adequately addressed			
7	No other recognized safety hazards that could cause injury / death or that could impede exiting the space exist or has the potential to exist (visual hazards, falling objects and slip / trip hazards).			

STEP 4: Is the space clear of physical hazards (i.e., all questions above have been answered YES or NA)?

If **YES** – Continue to Step 5

If **NO** – **STOP!** If the physical hazards cannot be eliminated, the space must be entered using an ENTRY PERMIT

STEP 5: Could your work activities create physical hazards while working in the space? Conditions to consider:

- Performing hot work inside the space
- Bringing hazardous chemicals inside space (solvents, paints, coatings, gas-powered motors, exposed electrical, etc.)
- Creating slip / trip hazards
- Using electrical equipment in wet conditions without ground fault circuit protection
- Other

If **NO:** Go to Step 6

If **YES:** Can you eliminate the hazards? Describe how:

NOTE: If hazards cannot be eliminated: STOP! The space must be entered using an ENTRY PERMIT

STEP 6: If **ALL** physical hazards can be eliminated this is a Non-Permit Space. This means that this confined space does not contain, or have the potential to contain, any hazard capable of causing death or serious harm. Work may proceed without additional precautions.

NON-PERMIT Authorization: Person completing this Confined Space Evaluation Signs Below:

Signature

Date

If physical hazards can be eliminated and the air quality can be maintained within acceptable limits by using continuous forced air ventilation, the space may be entered using **Alternate Procedures:**

ATTACHMENT C

CERTIFICATE OF SAFE ENTRY USING ALTERNATE PROCEDURES

REQUIRED ENTRY CONDITIONS:

1. Employee(s) may not enter the space until forced air ventilation has eliminated any hazardous atmosphere
2. The forced air ventilation shall be used and directed as to ventilate the immediate areas where an employee is or will be present within the space and shall continue until all employees have left the space
3. The air supply for the forced air ventilation shall be from a clean source and may not increase the hazards in the space
4. The atmosphere within the space shall be periodically tested as necessary to ensure that the continuous forced air ventilation is preventing the accumulation of a hazardous atmosphere

ADDITIONAL ENTRY CONDITIONS *(check those that apply):*

Safety Watch Other: _____

REQUIRED PPE *(check those that apply):*

Hard hat Gloves Safety glasses Goggles Chem. resistant suit Rain boots Other: _____

List all Entrants who will be entering this space:

Entrant 1 Name: _____ Entrant 2 Name: _____

Entrant 3 Name: _____ Entrant 4 Name: _____

Entrants initial here: _____

Person Completing this Confined Space Classification Signature: _____

Date: _____

NOTE: Should unexpected hazards or conditions arise, work will stop, entrants will evacuate and the space will be re-evaluated.

If air cannot be controlled and hazards eliminated, an **Entry Permit is required**. Please contact your direct Supervisor and / or PW Safety Coordinator for further instructions.

POOL

Public Swimming Pool Daily Record Sheet



Month / Year	Name of Pool:	Location – City
--------------	---------------	-----------------

Operator's Initials	DATE	Daily Pre-Opening Tests					Total Alkalinity (1x / week)	Calcium Hardness (1x / wk)	Cyanuric Acid (1 x month)	TDS (Monthly)	Free Cl / Br Readings (1 or 4 hrs)					Number of Bathers - Total	Backwashed – Clean Filters	Recirculation Rate - GPM	Comments – Chemical Added / Amount Pool Problems Mechanical Breakdowns Swimmer Emergencies > (File Accident Report)
		Clarity	Pool Temp	Free Chlorine/Bromine	Combined Cl	pH					Insert the Time the Test is Done (below)								
	1																		
	2																		
	3																		
	4																		
	5																		
	6																		
	7																		
	8																		
	9																		
	10																		
	11																		
	12																		
	13																		
	14																		
	15																		
	16																		
	17																		
	18																		
	19																		
	20																		
	21																		
	22																		
	23																		
	24																		
	25																		
	26																		
	27																		
	28																		
	29																		
	30																		
	31																		

Comments: _____

Swimming Pool Water Quality Parameters

	Min.	Ideal	Max.
Free Chlorine	0.8 ppm	1.5-3.0 ppm	5.0 ppm
Combined Chlorine	0	0	0.5 ppm
Bromine	3.0 ppm	3.0-5.0 ppm	8.0 ppm
pH	7.2	7.3-7.5	7.6
Total Alkalinity	70 ppm	80-120 ppm	180 ppm
Calcium Hardness	175 ppm	250-350 ppm	-
Cyanuric Acid	0	0	150 ppm

POOL

Public Swimming Pool Safety Checklist



Month / Year	License Number
Name of Facility	
Street Address	
City, State Zip	
Name of Operator	Phone

Monthly Safety Self-Inspection

Item Checked

Maintenance Comments

Pool & Enclosure

- Fences – Openings < 4”, Good Repair
- Doors & Gates – Self-Closes, Completely Latches, Good Condition
- Window / Sliding Glass Door – Open < 4”
- Deck Equipment – Good Condition,
Fasteners and Fittings not corroded
Ladders – Handrail tight, Rungs tight
Starting Blocks - Removed / Disabled
Installed in >5’ water depth
- Deck – Clean, Disinfected, Good Repair, No Puddles,
No Carpet/Matting/Wood
- Skimmers / Gutters / Tile Line – Clean, Good Repair
- Lighting – Maintained, Adequate
- Safety Equipment – Provided, Good Repair
First Aid Kit Stocked, Phone Working
Rescue Tubes Provided and Used
- Test Kit – Clean, Stocked w/ Fresh Reagents,
Stored in Cool, Dry Location

Recirculation Equipment

- Pumps / Filter / Disinfectant Feeders
Maintained, Good Repair
- Gauges – Working, Accurate
Readings within Parameters
- Piping – Good Repair, Marked, No Leaks

Lifeguard Supervision

Use the space below to note any items of interest noted during routine lifeguard supervision. Items such as rescue tube use, scanning technique, alertness, use of sun protection, distractions, rescue incidents, people skills, etc. These notes can be used later for individual coaching or in-service training. Documentation can show behaviors noted and modified for liability and supervision purposes. More complete documentation should be included, as needed, in each employee’s personnel files.

Date	Comment

Date	Comment

RAPRD BOARD AGENDA COMMUNICATION

MEETING DATE: April 8, 2025

SUBJECT: Employment Agreement

STAFF RESOURCE: Katie Hammer, Executive Director

BACKGROUND:

The current employment agreement for the Executive Director, Katie Hammer was approved by the board on April 12, 2022 but after a recent review of personnel files it was noticed that this agreement was not signed by a RAPRD board member. The agreement in the packet is the same agreement that was approved in 2022 with updated dates.

RECOMMENDED ACTION: Motion to approve the employment agreement.

EMPLOYMENT AGREEMENT

Redmond Area Park and Recreation District herein referred to as “District” and Katie Hammer herein referred to as Hammer enter into this Employment Agreement to specifically address Hammer’s employment terms and conditions in her role as Executive Director. The duties and responsibilities of this role will be as outlined in a job description and periodically updated by the RAPRD Board of Directors. The parties understand and agree that the District will specify how the duties and responsibilities of the Executive Director will be defined.

For the duration in which Hammer remains in the position of Executive Director under the term of this Agreement, the parties agree as follows:

1. EMPLOYMENT TERM.

1.1 Employment Term. The term of this Agreement is for two calendar years, beginning July 1, 2025 and ending effective June 30, 2027. The terms and conditions specified herein shall continue for the duration of this Agreement, unless the Organization, at its sole discretion and consistent with Article 11, removes Hammer from the position due to its conclusion that there is a violation of this Agreement or a failure to satisfactorily perform the duties and responsibilities of the Executive Director, or as otherwise provided in Article 11.

1.2 Renewal Term. This Agreement shall be renewed automatically for an additional term of two years, unless either party provides written notice to the other of its intention not to renew this Agreement. Such written notice must be delivered on or before May 31 of the renewal year.

2. DUTIES AND RESPONSIBILITIES.

2.1 Hammer shall perform the duties and responsibilities of Executive Director in accordance with applicable federal and state law; rules, and regulations of the District; and the Position Description attached to this Agreement as Exhibit 1. Hammer will have her job performance individually evaluated on an ongoing basis by the District, in a manner and format chosen by the District.

2.2 The District shall provide Hammer with an office, administrative support, and other facilities and equipment, adequate for the performance of duties under this Agreement.

3. COMPENSATION.

3.1 Salary. The District agrees to pay to Hammer a base salary of \$_____ per month (\$_____ per year), Any increase in salary of Hammer shall be at the sole discretion of the District but should be evaluated annually during Hammer’s performance evaluation.

3.2 Incentive Compensation. In addition to the salary set forth in this Section 3, Hammer may receive incentive compensation at the sole discretion of the District based upon the following: (a) the District's periodic performance evaluation of her performance as Executive Director; and (b) contribution to the achievement of the District's written goals and objectives or area(s) of assigned responsibility as approved by the District.

4. OTHER ACTIVITIES.

Except as otherwise agreed to in writing by the District, during the term of this Agreement and any renewal term, Hammer shall not engage in any activities that may interfere directly or indirectly with the District's operations within the State of Oregon or with the performance of her duties under this Agreement. She may receive compensation as a lecturer, consultant, or engage in any other activities which do not interfere with her ability to perform her responsibilities under this Agreement. Hammer shall inform the District of her performance of any such outside activities and such activities shall not exceed five (5) business days absent without Hammer first receiving written District approval; five additional days may be granted with written district board approval.

5. EXPENSE REIMBURSEMENT.

5.1 In General. Subject to review by the District, the District shall pay or reimburse Hammer for all reasonable and necessary expenses incurred by her in the performance of her duties under this Agreement, and in accordance with the policies of and budget approved by the District.

6. OTHER BENEFITS.

6.1 Paid Time Off (PTO). Hammer shall be entitled to accrue PTO which includes vacation, holiday and sick leave, on the same terms and conditions as other management level employees and in accordance with the written personnel policies of the District.

6.2 Insurance Benefits. Hammer may participate in any or all insurance benefits on the same terms and conditions as such benefits are available to other District management level employees.

6.4 Retirement Benefits. Hammer shall be entitled to participate in the Oregon Public Employees Retirement System and the District's optional 453 (b) plan, and in any additional, replacement or successor tax-qualified retirement plan sponsored by the District for the benefit of its employees generally, on the same terms and conditions as apply to other management level employees.

7. PERFORMANCE EVALUATION.

7.1 Each year, by the month of January, the District Board of Directors shall evaluate and assess Hammer's performance as Executive Director.

7.2 Such evaluation shall relate to the duties and responsibilities of Hammer under this Agreement and her progress toward the goals jointly established, and the working relationship between Hammer, the staff and the rest of the management group. The evaluation shall be completed by the District in accordance with procedures as established. The Chairperson of the District's Board of Directors shall meet with Hammer to discuss the evaluation. A copy of the written evaluation shall be delivered to her. If Hammer disagrees with such evaluation, she may respond in writing delivered to the Chair of the Board. All such writings shall be made a part of her confidential personnel file.

8. NONDISCLOSURE OF CONFIDENTIAL INFORMATION.

Hammer agrees not to disclose or use for his personal benefit any proprietary information, confidential information, or other data relating to the District that she may acquire in the performance of her duties under this Agreement, except as permitted by the District. This obligation continues for Hammer in any future position within the District or if her employment is terminated for any reason.

9. INDEMNIFICATION.

9.1 As provided in this Section 9, the District may, in its sole discretion as exercised by its Board, indemnify Hammer to the fullest extent permitted by state and federal law and as incorporated by reference, the Oregon Business Corporation Act (ORS) Chapter 60). Any determination as to indemnity or for advance of expenses under this Section 9 will be made by the District using its typical process for such decisions. Any indemnification or advance of expenses to Hammer under this Section 9 will be reported to any appropriate body. In accordance with this Section 9, the District may indemnify Hammer against any and all expenses, including, without limitation, judgments, fines, amounts paid in settlement, attorneys' fees, costs, and disbursements.

9.2 As used in this Section 9, the term 'Proceeding' means any threatened, pending, or completed action, suit, or proceeding, whether brought as a director derivative action; and whether of a civil, criminal, administrative, or investigative nature; and whether formal or informal.

9.3 Except as provided in Section 9.3, if Hammer becomes involved as a party or otherwise in a Proceeding by reason of this current position whether or not she is serving in such capacity at the time any liability or expense is incurred, the District may indemnify Hammer against liability incurred in the Proceeding and pay for or reimburse Hammer for reasonable expenses incurred in connection with the Proceeding if:

9.3.1 Hammer acted in good faith, as solely determined by the Board or in a final judgment by a court or arbitrator;

9.3.2 In the case of conduct in Hammer's official capacity, that she reasonably believed that her conduct was in the District's best interest; and in all other cases, that Hammer's conduct was not opposed to the District's best interest; and

9.3.3 In the case of any criminal Proceeding, that Hammer had no reasonable cause to believe that her conduct was unlawful.

9.4 The District shall not indemnify Hammer under this Section 9 in connection with a Proceeding in which she is adjudged liable to the District, or in connection with any other Proceeding charging improper personal benefit to Hammer in which she is adjudged liable on the basis that she improperly received personal benefit.

9.5 Expenses incurred by Hammer in defending a Proceeding may be paid by the District in advance of the final disposition of such Proceeding at the written request of Hammer, if she furnishes to the District the following:

9.5.1 A written affirmation of Hammer's good faith belief that she has met the standard of conduct described in Section 9.2, above; or is otherwise entitled to be indemnified by the District under its articles, bylaws, or any other indemnification rights granted by District to her in her role as Executive Director; and

9.5.2 A written undertaking to repay such advance to the extent it is ultimately determined that she is not entitled to be indemnified by the District.

9.6 The provisions of this Section 9 shall not be deemed exclusive of any other rights to which she may be entitled under the District's articles or bylaws; or any statute, agreement, general, or specific action of the Board, or otherwise; and shall continue and inure to the benefit of Hammer heirs, executors, and administrators; and shall extend to all claims for indemnification or advancement of expenses made after the execution of this Agreement.

9.7 The District may purchase and maintain insurance on behalf of Hammer as Executive Director against liability incurred by her, whether or not the District would have had the power to indemnify her against the same liability under the provisions of this Section 9 or the laws of the State of Oregon.

10. EFFECT OF THIS AGREEMENT.

This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns. Hammer shall not assign any part of her rights under this Agreement without the written consent of the District.

11. TERMINATION.

11.1 This Agreement shall terminate in accordance with the provisions of Section 1 of this Agreement, except those provisions that extend beyond the agreement.

11.2 The District may terminate this Agreement by providing Hammer thirty (30) days prior written notice of its intention to terminate this Agreement. No cause or reason shall be required for termination under this Section 11.2. Upon termination under this Section 11.2, Hammer shall be paid all salary earned and unpaid as of the date of termination, plus accrued, unused PTO, consistent with the District's policy on payment of PTO on termination. In addition, Hammer will be paid severance equal to a lump sum equivalent to four weeks pay plus one week pay for each year of service to the District (including time prior to this agreement), less appropriate withholding for taxes ("Severance Payment"), on the condition that she agrees to accept such severance in exchange for a full discharge of any and all claims that she may have against the District, its successors, officers, directors, agents, employees, members, and representatives, related to or arising out of the District's employment or termination of his employment. Hammer agrees to execute a general release prepared by the District, memorializing and acknowledging the same, prior to receiving the Severance Payment. Payment under this clause shall be in addition to any payment under the attached Change in Control provisions which are separate and apart from any provisions in this Employment Agreement.

11.3 The District may terminate this Agreement *for cause* by providing Hammer with fifteen (15) days prior written notice of its intention to terminate this Agreement. The following shall constitute "for cause" for termination:

11.3.1 Any dishonest, fraudulent, or criminal act of Hammer; or any act or omission by his that results in the District's civil liability to a third party;

11.3.2 Any acts that result in termination of Hammer's faithful performance bond, or the imposition of a deductible amount upon her bond;

11.3.3 Hammer's material breach of this Agreement;

11.3.4 Hammer's inability to perform her essential job functions, with or without reasonable accommodation, for a period of time exceeding one hundred twenty (120) calendar days due to illness, injury, or other incapacity.

11.3.5 Upon termination under this Section 11.3, Hammer shall be paid all earned and unpaid salary, plus accrued, unused PTO consistent with the District's policies for payment of PTO on termination. Hammer shall not be entitled to the Severance Payment under this Section.

11.4 This Agreement shall automatically expire upon the occurrence of any of the following events, with no notice required:

11.4.1 Hammer is removed from her position based on the District's decision to place a new individual into the position or the District's determination that Hammer is not performing her job duties to the sole satisfaction of the District; or

11.4.2 Hammer's death; or

11.4.4 Upon termination under this Section 11.4, Hammer or her Estate shall be paid all salary earned as of the date of termination, plus any accrued and unused PTO consistent with the District's policies for payment of PTO upon termination, plus severance equal to a lump sum equivalent to four weeks pay plus one week pay for each year of service to the District (including time prior to this agreement), less appropriate withholding for taxes.

11.5 In the event substantially all of the business or assets of the District are acquired by an unrelated entity in a merger, consolidation, sale of assets, or similar transaction ("change-in-control transaction") that results in the termination of Hammer, then she shall be compensated in accordance with section 11.2 of this Employment Agreement.

11.6 In the event that Hammer resigns following public suggestion that she do so whether formal or informal by the majority of the board or because of a hostile work environment created by individual board members, then Hammer may declare the Agreement involuntarily terminated and severance pay provisions under section 11.2 of this agreement shall apply.

11.7 This Agreement may be terminated by Hammer upon the giving of thirty (30) days prior written notice to the District. No cause shall be required for termination under this Section. Upon termination under this Section, Hammer shall be paid all earned and unpaid salary as of the date of termination, plus any accrued, unused PTO consistent with the District's policies for payment of PTO on termination.

12. OTHER PROVISIONS.

12.1 Amendments. This Agreement may be altered, amended, or modified only by written agreement executed by Hammer and the District.

12.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be effective on the earlier of actual receipt or two days after the mailing thereof by certified mail, return receipt requested.

12.3.1 If to the District, notice is to be sent to PO BOX 843
Redmond, OR 97756

12.3.2 If to Hammer, notice is to be sent to _____

12.4 Severability. The terms of this Agreement are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

12.5 Governing Law. This Agreement shall be construed according to the laws of the State of Oregon, even if Oregon's choice-of-law rules otherwise would require application of the law of a different jurisdiction. Any litigation arising under or regarding this Agreement, whether in the federal or state courts or by arbitration under Section 13, shall occur within Deschutes County, Oregon.

13. AGREEMENT TO ARBITRATE

13.1 Any controversy, claim, or counterclaim arising out of or relating to this Agreement or the breach thereof, or in any way arising out of or relating to Hammer employment by the District, whether in contract, tort, or asserting rights created by federal, state, or local statutes (including but not limited to Title VII, the Civil Rights Act of 1964, Americans with Disabilities Act, Fair Labor Standards Act, Age Discrimination in Employment Act, and all other statutes governing the employment relationship), or otherwise, shall be settled by binding arbitration. The parties agree that they shall mediate prior to arbitration, unless both parties agree in writing to waive the mediation requirement. The costs of mediation and arbitration shall be shared equally by the parties, except as otherwise provided in this Agreement. In the event of arbitration, the arbitrator's decision shall be final and binding and judgment may be entered thereon. In the event that a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee, for having to compel arbitration or defend or enforce the award. THIS ARBITRATION AGREEMENT SUBSTANTIALLY AFFECTS THE PARTIES' LEGAL RIGHTS. By agreeing to arbitrate, the parties knowingly and voluntarily give up their legal right to bring a court action and have a jury trial.

14. ENTIRE AGREEMENT.

This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and communications between the parties concerning such subject matter, whether oral or written.

DATED this _____ day of _____, 20.

Redmond Area Park and Recreation District

District Board Chairman

Katie Hammer Billington