



Bend Metro Park & Recreation District

October 2, 2018

Board of Directors Agenda and Reports

www.bendparksandrec.org



play for life



Our Vision

To be a leader in building a community connected to nature, active lifestyles and one another.

Our Mission

To strengthen community vitality and foster healthy, enriched lifestyles by providing exceptional park and recreation services.

We Value

Excellence by striving to set the standard for quality programs, parks and services through leadership, vision, innovation and dedication to our work.

Environmental Sustainability by helping to protect, maintain and preserve our natural and developed resources.

Fiscal Accountability by responsibly and efficiently managing the financial health of the District today and for generations to come.

Inclusiveness by reducing physical, social and financial barriers to our programs, facilities and services.

Partnerships by fostering an atmosphere of cooperation, trust and resourcefulness with our patrons, coworkers and other organizations.

Customers by interacting with people in a responsive, considerate and efficient manner.

Safety by promoting a safe and healthy environment for all who work and play in our parks, facilities and programs.

Staff by honoring the diverse contributions of each employee and volunteer, and recognizing them as essential to accomplishing our mission.

play for life

District Office | Don Horton, Executive Director

799 SW Columbia St., Bend, Oregon 97702 | www.bendparksandrec.org | (541) 389-7275



Board of Directors

October 2, 2018

District Office Building | 799 SW Columbia | Bend, Oregon

AGENDA



4:30 p.m. EXECUTIVE SESSION - The Board will meet in Executive Session prior to the work session pursuant to 192.660(2)(e) for the purpose of discussing real property transactions and ORS 192.660(2)(h) for the purpose of consultation with counsel concerning legal rights and duties regarding current litigation or litigation likely to be filed. This session is closed to all members of the public except for representatives of the news media.

5:30 p.m. CONVENE MEETING

STAFF INTRODUCTIONS

Sarah Bodo, Planner
Vince Carpenter, JSFC Facilities Specialist
Joelle Elston, JSFC Shift Supervisor
Alan Adams, Facilities Supervisor
Brian Crossley, Facilities Specialist
Joe Daniels, Facilities Specialist

WORK SESSION

1. Recreation Program Report: PAC at the Pavilion – *Shalee Hanks-Mink (15 min)*
2. Mirror Pond Funding Options Discussion – *Don Horton (45 min)*

6:50 p.m. BREAK/TRANSITION

7:00 p.m. REGULAR MEETING

VISITORS

The Board welcomes input from individuals who wish to speak at our public meetings. Meeting attendees who wish to speak are asked to submit a comment card provided at the sign-in table. When invited to the podium, please state your name and address for the record and limit your comments to three (3) minutes. Thank you for your involvement and time today.

CONSENT AGENDA

1. Meeting Minutes – 9/18/2018
2. Approve Park and Facility Rental Cost Recovery Levels

BUSINESS SESSION

1. Approve BMX Ground Lease – *Matt Mercer (15 min)*

2. PCMS Fields Award Design Contract – *Ian Isaacson (15 min)*

EXECUTIVE DIRECTOR’S REPORT

BOARD MEETINGS CALENDAR REVIEW

PROJECT REPORT: Attachment in Board Report

GOOD OF THE ORDER

ADJOURN



Accessible Meeting/Alternate Format Notification

This meeting location is accessible. Sign and other language interpreter service, assistive listening devices, materials in alternate format or other accommodations are available upon advance request. Please contact the Executive Assistant no later than 24 hours in advance of the meeting at sheilar@bendparksandrec.org or 541-706-6151. Providing at least 2 business days' notice prior to the meeting will help ensure availability.

BOARD AGENDA COMMUNICATION

AGENDA DATE:	October 2, 2018
SUBJECT:	Recreation Report-PAC Summer Camp
STAFF RESOURCE:	Shalee Hanks-Minks, Program Coordinator Kevin Collier, Facility Supervisor
PREVIOUS BOARD ACTION:	None
ACTION PROPOSED:	None – for information only
STRATEGIC PLAN:	
Theme:	Community Connection
Objective:	Respond to User Expectations

BACKGROUND

In order to assist the Board of Directors in developing familiarity with recreation programs and services, recreation staff will make a brief presentation on a specific program during the first work session of each month. The presentations will include an overview of the program history, content, goals and outcomes, participation trends, customer feedback and more.

This month's Recreation Report will be on the PAC, a summer day camp offered all summer long based out of the Pavilion. The PAC is the anchor program during the summer season at the Pavilion operating Monday-Friday, 7:00am-6:00pm and serving hundreds of youth and families needing a safe, healthy and fun place for their children grades 3-8.

BUDGETARY IMPACT

The program is a part of the Recreation Services general fund budget.

STAFF RECOMMENDATION

None, for information purposes only.

MOTION

None

ATTACHMENT

None

BOARD AGENDA COMMUNICATION

AGENDA DATE:	October 2, 2018
SUBJECT:	Mirror Pond Funding Discussion
STAFF RESOURCE:	Don Horton, Executive Director
PREVIOUS BOARD ACTION:	A Mirror Pond Funding Committee met to determine funding options, the report was handed out at the September 4 Board meeting.
ACTION PROPOSED:	Provide direction on next steps
STRATEGIC PLAN:	
Theme:	Operational Excellence
Objective:	Improve Business Practices
Initiative:	Provide a safe and healthy environment for all who work and play in our parks, facilities and programs.

BACKGROUND

The Mirror Pond Project is a multi-faceted project that included the extension of the Deschutes River Trail and bank improvements, the City of Bend storm water outfall improvements and the potential dredging of Mirror Pond. Both the City work and the Park District work have funding strategies in place. Mirror Pond Solutions, a limited liability corporation, who owns Mirror Pond is looking for partners to assist with the funding of the dredging based on the public value that the pond holds.

A committee was formed comprised of: city council members, park district board members, staff from both agencies, and representatives from Mirror Pond Solutions to identify funding options. Those options are included in attachment B.

Attached to this agenda communication form are two documents: a project background information document (attachment A) that summarizes the work done to date on this project and a funding options table (attachment B) that outlines all funding options identified by the committee. The funding options sheet also looks at the following test to help determine the feasibility of each option. The tests are as follows:

- Test 1 - Is it legal?
- Test 2 - Does it raise very little, some, or all of the required funds?
- Test 3 - Can it be implemented within permit timelines (12 months)?
- Test 4 - Does it provide a mechanism for sustaining funds (for future)?

The goal of this agenda item is to provide direction on next steps in order to agree upon a funding strategy. Should the Board wish to continue to work with Mirror Pond Solutions it will be helpful to provide direction as to which options the Board believes are viable and should be further explored.

The Bend City Council will be taking this issue up prior to our October 2 Board meeting. Their preferred options identified by City Council will be shared during our October 2 Board meeting.

BUDGETARY IMPACT

To be determined

STAFF RECOMMENDATION

The objective is to get overall direction from the Board on how to proceed. The decision points are:

1. Should discussions with the City of Bend and Mirror Pond Solutions on removing sedimentation from Mirror Pond continue?
2. If yes, what type of process would the Board like to proceed?
 - a. Options Include:
 - i. Formation of a publically noticed Council/Board subcommittee to refine funding strategy
 - ii. Schedule additional work sessions with the Board to further discuss strategy to move discussions forward
3. If yes to #1 and #2a(i), what are the preferred funding options to be considered? It would be the goal to narrow the options down to three or four preferred funding options to be considered by the committee.

MOTION

No motion necessary. This item is for discussion and general direction on how to proceed.

ATTACHMENTS

Attachment A: Project Background Information

Attachment B: Funding options identified by the committee

MIRROR POND SUMMARY OF KEY FACTS AND INFORMATION

DRAFT 8-10-18

The Problem

- Mirror Pond is a collector for sediment flowing through the Deschutes River, which backs up into the pond and further upstream as a result of Newport Avenue Dam, owned by Pacific Power.
- The 100-year-old banks along the river are currently failing and storm drains built several decades ago need to be replaced or capped.
- The pond was last dredged in 1984 to remove sediment, which was funded by a federal grant, City of Bend, Bend Parks and Recreation District (BPRD), and citizens.

History and Timeline in Studying Options and Developing a Solution

- The technical issues on sediment removal were studied in 2006 by a stakeholder committee and resulted in a report presented to City Council.
- The Mirror Pond Steering Committee was created by City Council in 2009 to oversee the development of a series of scenarios to address the sediment build-up and was comprised of representatives from BPRD, City of Bend, environmental organizations, business and neighborhood associations and other community stakeholders.
- This committee formed an Ad Hoc Advisory Committee to study and negotiate a potential agreement with Pacific Power on the future of the Newport Avenue Dam. The Ad Hoc Advisory Committee was comprised of City Councilor Mark Capell, BPRD Executive Director, Don Horton and Mirror Pond Steering Committee member, Ned Dempsey.
- The City Council and BPRD Board unanimously approved a resolution in December 2013 to affirm the recommendation of the Mirror Pond Ad Hoc Advisory Committee to pursue the preservation of Mirror Pond.
- Based on this direction, scientifically based illustrations were developed to depict visual concepts that were then taken to the public for input.
- Community meetings and on-line surveys resulted in input from over 4,000 people.
- Community input indicated an even division between those who preferred the river to flow in a more natural-like manner versus those who preferred the current look of the pond.
- In an effort to respond to an evenly divided community, a third option was developed that reintroduced habitat to the banks of the river along Drake Park, created fish passage, and preserved the water elevation of Mirror Pond. This option was supported by 74% of those polled.
- Community feedback of this third option addressed seven key interests and values identified in a public process, including:
 - Maintain the historic character and picturesque appeal of Mirror Pond.
 - Maintain or improving public spaces.
 - Enhance natural habitat.
 - Provide fish passage.
 - Reduce the quantity of sediment deposited in the river/pond.
 - Reduce the frequency that the pond needs to be dredged.
 - Identify funding with minimal burden on taxpayers.
- This input culminated with a resolution approved by both the BPRD Board and City Council in March 2015 that reflected these community values.
- The City and BPRD shared in the cost of creating this vision and spent \$275,840. Goals identified in this resolution include:
 - Maintain Mirror Pond in near historic form
 - Enhance habitat
 - Maintain or improve public access
 - Identify funding other than tax dollars.
 - Reduce the frequency and quantity of future sediment efforts
- To date, BPRD has spent an additional \$205,325 on bank and trail design

Mirror Pond Dam Ownership

- Upon passage of this resolution, the Mirror Pond Ad Hoc Advisory Committee participated in discussions with Pacific Power lasting from 2014 to 2015 about future ownership of Newport Avenue Dam given their initially stated desire to dispose of this asset.
- In 2016, Pacific Power changed direction and ultimately decided to retain ownership of the dam, which narrowed potential solution sets.
- Pacific Power stated that after exploring what divestment of the dam looked like for their organization and the community, it made sense to take a step back and re-evaluate and take some of the uncertainty off the shoulders of the community.

Private Sector Involvement

- In 2013, Mirror Pond Solutions (MPS), led by Bill Smith and Todd Taylor, was formed to explore private sector involvement in preserving Mirror Pond.
- MPS purchased land beneath the surface of Mirror Pond in 2015.
- MPS joined the City and BPRD as an interested party in negotiating the future of the Newport Avenue Dam with Pacific Power and became involved with the Ad Hoc Advisory Committee.
- After Pacific Power announced their intent to keep the Dam, MPS initiated efforts to secure the permits necessary to dredge Mirror Pond.
- MPS signed a non-binding memorandum of understanding with BPRD, which calls for both entities to work together toward the resolution of the Mirror Pond Project by identifying responsibilities of both entities and calls for MPS to donate the land beneath Mirror Pond to BPRD upon completion of dredging and setting in place a solution to fund future care of the pond.
- Since 2017, MPS has organized community fundraising efforts that have raised over \$320,000 towards dredging Mirror Pond.
- In the Spring of 2018, MPS received notice that all permits necessary to dredge Mirror Pond were approved, including US Army Corps of Engineers (USACE), Oregon Dept. of State Lands (DSL), and Oregon Dept. of Environmental Quality (DEQ).
- To date, MPS has spent \$434,000 on permitting and other direct costs
- MPS has explored financing options and are willing to carry a note to finance the project over a ten-year period.

Summary of Project Elements

- In an effort to reflect the community values stated in the Vision Document adopted by the City Council and BPRD Board by resolution in 2015, preserving Mirror Pond can be broken into four major elements including:
 1. Connecting the Deschutes River Trail;
 2. Restoring the banks along the pond;
 3. Replacing and/or modernizing stormwater outfalls; and
 4. Dredging accumulated sediment (both for present day and ongoing maintenance).
- Estimated costs and status for each of these elements are as follows:
 - Elements #1 and #2 are being led by BPRD and are currently at 60% design, estimated to cost \$6.5M upon completion.
 - Element #3 is being led by the City of Bend and has been included in the 20 yr. Stormwater Masterplan which includes replacement and/or modernization of the 13 outfalls, estimated to cost \$3.5M upon completion as well as additional costs estimated at \$8M to prevent sediment from entering into Mirror Pond (class V estimate).
 - Element #4 is being led by MPS and has developed a cost estimate for sediment removal at \$6.7M.

Funding Options

- In May 2018 at a joint meeting between the City Council and the BPRD Board, MPS requested that both bodies participate in a Working Group to explore funding options for dredging Mirror Pond
- MPS invited Council and Park & Recreation representatives to a meeting that was held on July 25th to share the history included in this outline as well as brainstorm funding options to be delivered by staff to the respective governing bodies.
- As discussed above, the project should best be thought of as including all four elements working together to preserve Mirror Pond for future generations. The cost estimates and funding gaps are summarized in the following table:

Project Element	Lead Agency	Cost Est.	Secured and/or Identified Funding & Source	Funding Gap	Possible Implementation Timeline
Trail Connection	BPRD	\$6.5M	\$6.5M - General Fund and System Development Charges	\$0	2015-2020
Riverbank Restoration					
Stormwater Outfalls	City of Bend	\$3.5M (+\$8M of CIP work to prevent future stormwater runoff)	Stormwater Fund	\$0	2015-2030
Dredging and ongoing maintenance	MPS	\$6.7M	TBD- see Exhibit A and Private Donations (\$320k to date)	\$6.4M	2016-2019

Total Project *\$16.7M (\$24.7M including CIP)* *\$6.4M*

- A complete listing of funding options was discussed, including several criteria that further elicit viability, which can be found in ‘Exhibit A’.

Next Step

- The City Council and Park and Recreation Board will receive this summary including funding options at their respective meetings in August 2018 and will make a decision on how to proceed.

EXHIBIT A

FUNDING SOLUTIONS MATRIX	LEGAL			VALUE			TIMING			SUSTAINING	
	YES		NO	\$\$\$	\$\$	\$	<12 MO	12-36 MO	>36 MO	YES	NO
	●	●	●	●	●	●	●	●	●	●	●
1 Increase Stormwater Charge		●			●			●		●	
2 City Bond Measure (Operating Levy)	●			●				●			●
3 Franchise Fee Increase (PP&L)	●			●			●			●	
4 Cash Contributions/In-Kind Contributions (Individual)	●					●	●			●	
5 Grant	●					●		●			●
6 TRT (Transient Room Tax)			●								
7 General Fund Contribution	●					●	●				●
8 Conservation based program to offset FF increase (PPL to fund)											
9 Urban Renewal Funds			●								
10 LID (local improvement district)			●								
11 Sale of Surplus Property by Public Agency	●					●		●			●
12 "User Fee"	●				●		●			●	
13 Bureau of Reclamation (BOR) funds	●					●			●	●	
14 PPL Cash	●					●			●		●
15 Legislative Ask	●					●		●			●
INDIRECT SUPPORT FOR HEALTH OF RIVER											
16 BOR Operations (Wickiup)										●	
17 City Stormwater Project										●	

Test 1 - Is it legal?

Test 2 - Does it raise very little, some, or all of the required funds?

Test 3 - Can it be implemented within permit timelines (12 months)?

Test 4 - Does it provide a mechanism for sustaining funds (for future)?

for proposal (RFP), this provides the opportunity to receive and score the bids and interview selected firms that look to best fit the project; a selection is made based on the criteria stated in the RFP. Once a selection is made, contract negotiations can begin. He said that part of the negotiations would be for their fee for the construction management piece. Mr. Hudspeth said the process is fair and open to all bidders; the difference is that through this process a contractor can be brought on early.

The Board asked how this process is still competitive.

Mr. Hudspeth explained that the selection with the RFP is still a competitive process. The bid will only be for the construction manager, the District will later ask for a guaranteed maximum price (GMP), and then the contractor will put the work out to bid publicly. If the contractor would like to do any of the work the process requires the contractor to submit a bid and compete for the work as well. Mr. Hudspeth commented that in some ways this process is more competitive.

Director Hovekamp made a motion to adopt Resolution No. 417 exempting the Drake Park Bank and Trail Improvement project from competitive bidding, and use the Construction Manager/General Contractor alternative contracting method to award a construction services contract for the Drake Park Bank and Trail Improvement project. Director Sprang seconded. The motion passed unanimously, 3-0.

The Contract Review Board was adjourned at 7:08 p.m.

EXECUTIVE DIRECTOR'S REPORT
BOARD MEETINGS CALENDAR REVIEW
PROJECT REPORT:
GOOD OF THE ORDER
ADJOURN: 7:09 p.m.



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BOARD AGENDA COMMUNICATION

AGENDA DATE:	October 2, 2018
SUBJECT:	Cost Recovery Guidelines for Facility Rentals
STAFF RESOURCE:	Matt Mercer, Recreation Services Director Michael Egging, Management Analyst
PREVIOUS BOARD ACTION:	November 7, 2012 - Approved Fees and Charges Policy March 6, 2018 – Received presentation August 7, 2018 – Received recommendations September 4, 2018 – Received examples of fee impacts
ACTION PROPOSED:	Approve Cost Recovery Guidelines for Facility Rentals
STRATEGIC PLAN:	
Theme:	Financial Stewardship
Objective:	Maintain Financial Stability
Initiative:	Implement cost recovery /subsidy allocation strategy that identifies appropriate level of subsidy and supports financial sustainability.
Tactic:	Create a cost recovery/subsidy allocation model for rentals, reservations, athletic field and special events.

BACKGROUND

The District has used the Cost Recovery and Subsidy Allocation Model for determining the appropriate level of tax support and providing guidance for fee setting for recreation programs and services since adoption of the current Fees and Charges Policy in 2012. The philosophical foundation of this policy is that the level of tax support that is appropriate for a service is directly related to degree of community expectation, access and benefit that the service provides. This tax use philosophy and the subsequent Cost Recovery and Subsidy Allocation Model are further described in the Fees and Charges Policy. At the 2017 annual Board workshop, the Board of Directors requested that staff consider applying the cost recovery methodology used for recreation programs to other fee-based services including facility and park rentals, athletic fields and special events. This was subsequently added to the Annual Strategic Action Plan. Since then, staff has developed the methodology and recommendations for applying cost recovery guidelines to facility rentals, and reported progress in the following three Board Work Sessions:

- At the March 6, 2018 Board Work Session, staff provided a review of cost recovery philosophy and methodology and presented a framework for applying this strategy to rentals and special events. The Board directed staff to further develop this methodology by identifying costs and current cost recovery levels and providing recommendations for Board consideration.

- At the August 7, 2018 Board Work Session, staff shared the methodology used for determining cost recovery for rentals, current cost recovery estimates and recommendations for future cost recovery levels for board consideration. The Board supported the recommendations but requested that staff provide further information including examples of the impacts the recommendations would have on fees and implementation strategies.
- At the September 2, 2018 Board Work Session, staff shared examples of fee changes that would be required to meet the recommended guidelines and various implementation strategies from one-time adjustments, to phased approaches to fee structure changes.

The current Fees and Charges Policy gives the Board authority to establish cost recovery guidelines while the staff is responsible for setting fees that are consistent with these guidelines and approved fee setting methods. A copy of the Fees and Charges Policy is attached with the references to Board authority in establishing cost recovery guidelines highlighted. Staff has also provided a summary of the cost recovery recommendations for facility rentals that were presented at both the August 7, 2018 and September 2, 2018 Board Work Sessions. Staff is asking the Board to approve these cost recovery guidelines pursuant to the Fees and Charges Model. Staff will in the near future bring a revised Fees and Charges Board Policy for the Board to adopt, which will include the cost recovery guidelines for both recreation services and facility rentals so that these reside in one policy and document.

BUDGETARY IMPACT

There are no significant impacts to the current year budget as most fee changes will not occur until later in the fiscal or next fiscal year. While some fees changes will result in decreased revenue, overall revenue generated from facility rentals is anticipated to increase over the next several years as the fee changes are implemented.

STAFF RECOMMENDATION

Staff recommends that the Board approve the cost recovery recommendations for facility rentals, which includes the identified costs to be recovered and the cost recovery expectation percentages.

MOTION

I move to approve the cost recovery recommendations for facility rentals, which includes the identified costs to be recovered and the cost recovery expectation percentages.

ATTACHMENT

Fees and Charges Policy
Cost Recovery Guidelines for Facility Rentals



Administrative Policy
Fees and Charges Policy

Approved by Executive Director
Ratified by Board of Directors: 11-7-12

Don Horton, Executive Director

FEES AND CHARGES

Purpose

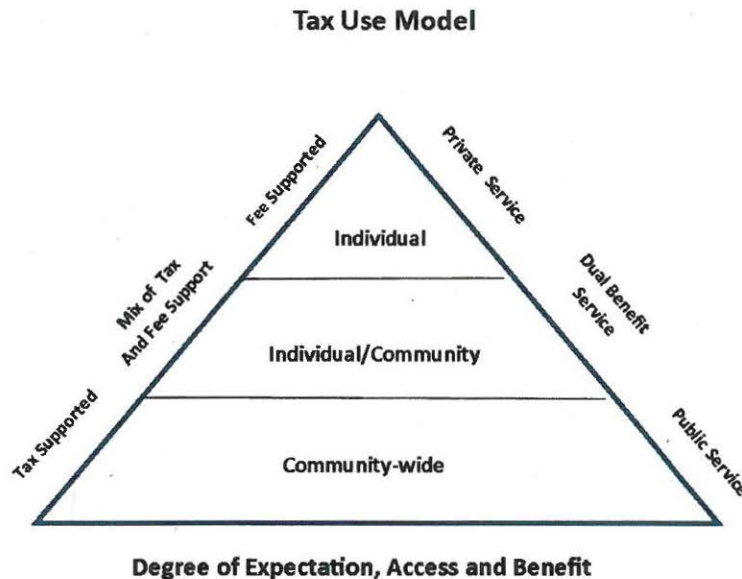
The purpose of the policy is to provide direction to staff in setting fees and charges for its programs, facilities and other services.

Introduction

The Bend Park and Recreation District relies on a mixture of tax revenue and user fees to provide high quality, accessible and diverse park and recreation services to District residents. Tax revenues fund basic services such as parks, trails and natural areas and help support a wide variety of recreation opportunities. Fees and charges are used to offset some or all of the direct cost of individual participation in a program or use of a facility. Fees and charges shift some of the cost of providing a service to the individuals who benefit directly from it. By charging fees, greater tax support is available to spread over a broader range of services allowing for a more diverse and sustainable park and recreation system.

Funding Philosophy

The District approach to funding park and recreation services is represented in the Tax Use Model below. This model shows the relationship between the degree of community versus individual expectation of, access to and benefit from a service and how the service is funded.

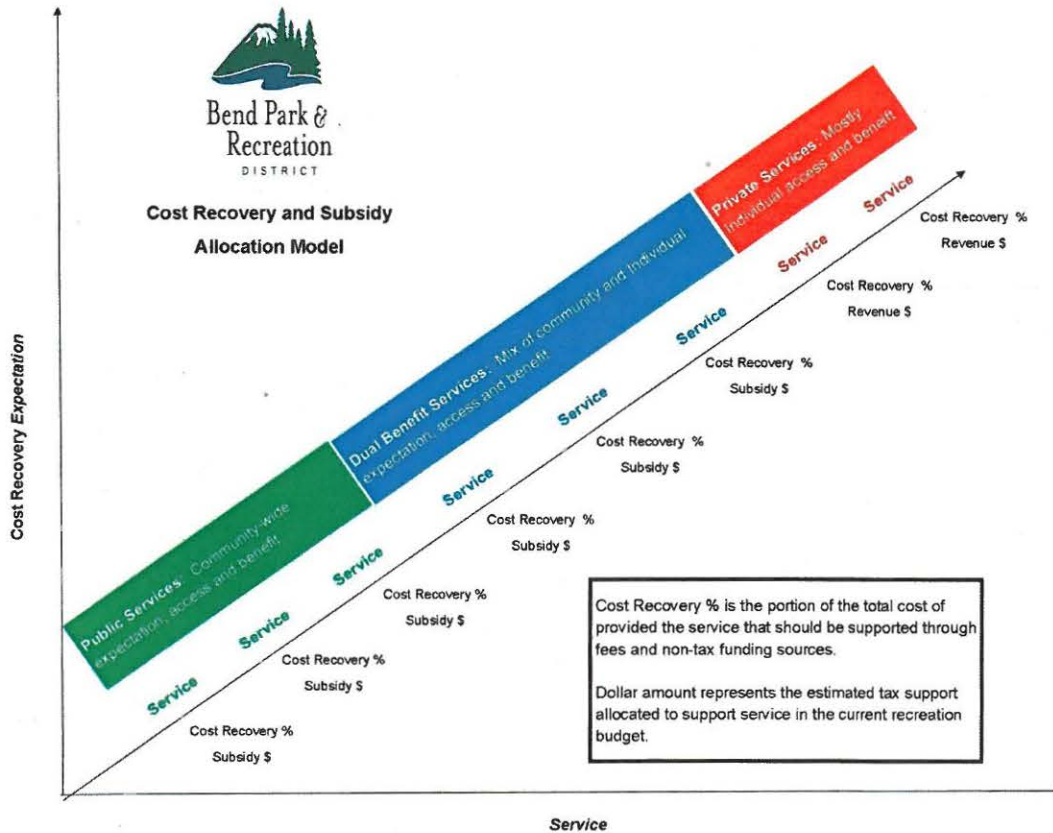


- A. **Community-wide:** Public services that are basic expectations, are widely accessible and provide community-wide benefit make up the base of the Tax Use Model. These services are usually supported fully or heavily through tax revenues. Examples of services that make up the base of the model include developing and maintaining parks, trails and natural areas, and providing community wide special events.

- B. **Individual/Community:** Many services, particularly recreation programs, land in the middle of the Tax Use Model as they are not usually considered a basic service but respond to significant community expectations and provide both individual and community access and benefit. These services are supported by a mixture of user fees and tax revenues with the proportion of user fee to tax support varying depending on the level of expectation, access and benefit provided to the user. Examples of services that comprise the middle of the model include the operation of recreation facilities and most recreation programs.
- C. **Individual:** Services that are not generally expected and/or are highly individualized are at the top of the Tax Use Model. These services should not be subsidized through tax revenue and in many cases should be enterprise operations that help support other services that provide broader community access and benefit. Examples of services that are at the top level of the model include concession sales, personal instruction, and private party rentals.

Cost Recovery and Subsidy Allocation Model

The Cost Recovery and Subsidy Allocation Model is the method by which the funding philosophy described above is operationalized into a clear strategy for allocation of district resources and fee setting. Through this process, the District Board of Directors approves the level of tax support provided to different categories of services and what portion of the cost of providing services should be recovered through user fees. The Subsidy Allocation part of the model shows the amount of tax support allocated to the various services provided by the District. The Cost Recovery part of the model shows the portion of the cost of providing services that are recovered through user fees and charges. This model is reviewed, updated and approved annually by the Board in advance of the budget process. It provides the foundation for developing Board priorities for budget and the establishment of appropriate fees for fee-based services. The Cost Recovery and Subsidy Allocation Model is shown below.



Fee Setting Methods

The District fee setting methods are based on a number of interrelated factors, including:

- The cost of providing the program or service;
- The level of cost recovery expected for the type of program or service in the Cost Recovery and Subsidy Allocation Model; and
- Market considerations as identified by the service’s position on the Service Analysis and Strategies Matrix.

The District uses three fee setting methods:

- Cost Recovery – Fee is determined primarily on the cost recovery expectation of the service based on its position in the Subsidy Allocation and Cost Recovery Model.
- Market – Fee is based on what people would typically expect or be willing to pay for the service.
- Comparative - Fee is based on comparisons with other providers, both public and private, relative to the value of the service.



These fee setting methods can be used jointly or individually. The service's placement on the Service Analysis and Strategies Matrix suggest the primary and secondary fee setting methods to use. Services should be priced so they recover no less than what is expected on the Subsidy Allocation and Cost Recovery Model.

Fee Setting Authority

Fee setting for individual programs and services is based on the Board-approved annual Cost Recovery and Subsidy Allocation Model and Fee Setting Methods described above. Individual program and service fees and charges are established at the Manager and Director level. If the fee does not support the service at the required cost recovery level, justification for the fee and/or continuation of the service at a higher subsidy must be approved by the Department Director.

References and Resources:

Service Development and Delivery Model
Cost Recovery and Subsidy Allocation Model
Service Analysis and Strategies Matrix

Related Policies:

Out of District Fee Policy
Needs Based Assistance Policy



Facility Rental Cost Recovery Guidelines

Costs to be Included

The following costs will be considered in determining current and recommended cost recovery levels for facility rentals.

Facility Type	Reservation Costs	Direct Service Costs	Operating Costs	Organizational Support Costs	Capital Improvements	Initial Investment
Parks and Shelters	Yes	Yes	No	No	No	No
Athletic Fields	Yes	Yes	No	No	No	No
Operated Recreation Facilities (JSFC, Pavilion, Senior Center)	Yes	Yes	Yes	No	No	No
Rental Halls	Yes	Yes	Yes	Yes	Yes	No

Cost Recovery Guidelines

The following cost recovery guidelines will be used in concert with the included costs above to set fees for facility rentals. Cost recovery expectations are shown as a range with the understanding that facility utilization, cost of operations, market conditions and other factors will result in some fluctuation of actual cost recovery from period to period. The intention is for cost recovery to remain within the appropriate range without having to make ongoing fee adjustments to meet a more specific cost recovery target.

Rental Function	Partner	Non-Profit	Private	Commercial
Community Events	0-50%	50-75%	N/A	100-125%
Organized Sport User Groups	0-50%	75-100%	100-125%	125-150%
Exclusive Rentals	0-50%	100-125%	125-150%	150-200%

BOARD AGENDA COMMUNICATION

AGENDA DATE:	October 2, 2018
SUBJECT:	Ground Lease for High Desert BMX
STAFF RESOURCE:	Matt Mercer, Recreation Services Director
PREVIOUS BOARD ACTION:	None
ACTION PROPOSED:	Approve Ground Lease agreement
STRATEGIC PLAN:	
Theme:	Community Connection
Objective:	Cultivate Partnerships
Initiative:	Manage ongoing partnerships to support District operations

BACKGROUND

The District provided land to High Desert BMX at Big Sky Park in 1997 for the development and operation of a BMX track and related facilities. Since then, High Desert BMX has operated the facility continuously under periodic (typically annual) Facilities Use Agreements with the District. After further consideration, District staff is recommending that the future agreement with High Desert BMX be a ground lease rather than a Facilities Use Agreement. A ground lease is more appropriate for this arrangement as the District provides the land and the tenant is responsible for all development, operations and maintenance of the improvements. This is similar to the ground lease with Bend FC Timbers for the development of multi-purpose soccer fields at Pine Nursery Park. Typically a Facility Use Agreement is used when the District develops and maintains a facility and allows others to use it under conditions.

The proposed ground lease with High Desert BMX has similar conditions and expectations as those contained in previous Facilities Use Agreements. The ground lease has a proposed term of 5-years providing High Desert BMX with a longer term commitment in order to continue to pursue track and facility improvements and expand their program. The District believes that the High Desert BMX facility and operations will complement the planned improvements at Big Sky, and provide a facility and service that the community might not otherwise have access.

BUDGETARY IMPACT

There is no budget impact as the District has not charged High Desert BMX a fee (other than utility payments) in the past and does not propose to charge a fee in the new agreement. Additionally, the new agreement does not commit any future District resources to the maintenance or improvements of the BMX facility.

STAFF RECOMMENDATION

Staff recommends that the Board approve the ground lease with High Desert BMX for the BMX facility at Big Sky Park.

MOTION

I move to approve the ground lease with High Desert BMX and direct the Executive Director to execute the agreement.

ATTACHMENT

Ground lease with High Desert BMX

GROUND LEASE AGREEMENT

DATED: October ____, 2018

BETWEEN: BEND PARK & RECREATION DISTRICT
799 SW Columbia Street
Bend, Oregon 97702 (“Landlord”)

AND: High Desert BMX (“Tenant”)
2169 NW Lolo Drive
Bend, Oregon 97703

RECITALS

Landlord leases to Tenant the following described property (the “Premises”) on the terms and conditions of this Ground Lease Agreement (this “Lease”):

A portion of the property (commonly known as the “BMX Track”) located at Big Sky Park, 21690 Neff Road, Bend, and Deschutes County, Oregon as represented in Exhibit A. The “Premises” for purposes of this Lease are defined as the BMX track and related facilities that are bounded by an existing fence.

AGREEMENT

1. **Occupancy.**

- 1.1. Term. The term of this Lease shall commence on the date of execution of lease and expire on December 31, 2023.
- 1.2. Possession. Tenant’s right to possession and obligations under the Lease shall commence on date this Lease has been signed by both Parties.
- 1.3. Renewal Option. If the Lease is not then in default, Tenant shall have the option, subject to Landlord’s consent, to renew this Lease for one (1) successive term of five (5) years. The renewal term shall commence on the day following the date of termination of the preceding term. So long as Tenant has performed all of its obligations under this Lease, the option to renew shall occur automatically unless Landlord notifies Tenant, in writing at least sixty (60) days in advance of the last day of the expiring term, that Landlord does not consent to the renewal option, and Landlord shall not unreasonably withhold consent.

2. **Rent.**

- 2.1. Rent. Tenant shall pay to Landlord the sum of zero dollars (\$0.00) per year as rent for the Premises. In lieu of rent, consideration for use of the Premises shall be Tenant's obligations regarding operation, maintenance, repair, control of the Premises, and other obligations of Tenant under this Lease.
- 2.2. Utilities. All utilities, including electricity, gas, water, stormwater, sewer, telephone, garbage, and security system, will be paid for by Tenant. Landlord will bill Tenant for water and electricity annually which is due and payable within 30 days of invoice.

3. **Use of the Premises.**

3.1. Permitted Use.

- 3.1.1. Tenant shall use the Premises exclusively for BMX training, camps, and race events. Food and beverage concessions directly related to these uses are also permitted. Any other use requires Landlord's prior written consent.
- 3.1.2. Tenant shall also have use of related park infrastructure that is not part of the Premises including parking lots, public restrooms, and utility infrastructure.
- 3.1.3. Large events (i.e., those estimated to have more than 150 attendees, including spectators) must be approved by Landlord in order to ensure they do not conflict with other park uses at that time, and that large event guidelines are followed.

3.2. Restrictions on Use. In connection with its use of the Premises, Tenant shall:

- 3.2.1. Refrain from any activity that does not conform to applicable laws and regulations of any public authority affecting the Premises and its use. Correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of a change in Tenant's specific use or to comply with the ADA, as described below.
- 3.2.2. Refrain from any activity which would make it impossible to insure the Premises against casualty.
- 3.2.3. Refrain from any use, other than those permitted herein, which would be reasonably offensive to users of neighboring properties or which would tend to create a nuisance or damage the reputation of the Premises.

3.2.4. Refrain from making any marks on or attaching any, antenna, aerial or other device to the exterior or interior walls, windows, fences or roof of the Premises without written consent of Landlord.

3.2.5. Refrain from any unlawful or illegal business, use or purpose.

3.3. ADA. With respect to the Americans with Disabilities Act of 1990 and the regulations promulgated thereunder, as the same shall be amended or supplemented from time to time (“ADA”), Tenant, at its sole cost and expense, shall be responsible for ADA compliance with respect to Tenant’s use or occupancy of, or alterations to, the Premises so long as they would be required as part of Tenant’s normal course of business.

4. Park Rules and Regulations.

4.1. Tenant agrees to follow the Park District Rules and Regulations as amended from time to time.

4.2. Tenant shall be responsible for developing and enforcing rules and regulations specific to its activities in order to encourage safe and appropriate use of the Premises

4.3. Tenant will not discriminate or permit discrimination at any event, against any person, on the basis of race, color, creed, national origin, age, gender, sexual orientation, religion, or disability

5. Repairs and Maintenance.

5.1. Landlord’s Obligations. Landlord shall not be responsible for any repairs to the Premises, except for damage caused by Landlord’s use of the Premises. Landlord shall be responsible for maintaining park infrastructure outside of the Premises including parking, restrooms, and other park amenities.

5.2. Tenant’s Obligations. Tenant shall maintain, repair, and replace the Premises and any improvements on the Premises as necessary to keep them in good order, condition, repair, and continuously safe for public use, consistent with the other park amenities throughout the entire Lease term. Tenant’s obligations shall extend to both structural and nonstructural items and to all maintenance, repair, and replacement work, including but not limited to unforeseen and extraordinary items. The following are specific examples of Tenant obligations:

5.2.1. Maintain and repair the BMX Track and related features.

5.2.2. Maintain and repair any structures or other improvements on the Premises.

5.2.3. Maintain and repair the fence surrounding perimeter of the Premises.

- 5.2.4. Maintain and repair landscaping and turf including irrigation, mowing, and weed control. Winterize the irrigation system at the end of each season.
 - 5.2.5. Keep the Premises free of debris and garbage, including emptying garbage cans on site a minimum of once a month and more often if necessary.
 - 5.2.6. Provide portable toilets for larger events. Tenant may use Landlord restrooms for routine daily needs.
 - 5.2.7. Provide separate garbage dumpster or other trash collection for larger events. Tenant may use Landlord dumpster for routine daily needs.
 - 5.2.8. Provide Landlord with a copy of keys for any structures for Fire Department Lockbox. The main entrance shall have a double padlock system to provide access for both Tenant and Landlord.
 - 5.2.9. Any repairs necessitated by the negligence of Tenant, its agents, employees and invitees, except as provided in Section 7.5 below dealing with waiver of subrogation.
 - 5.2.10. Any repairs or alterations required under Tenant's obligation to comply with laws and regulations as set forth in above, subject to the limitations of Section 3.2.1.
- 5.3. Right to Terminate if Repairs Not Made. If Tenant fails or refuses to make repairs which are required by Section 5.2, Tenant shall be in default and Landlord may terminate this Lease as provided in Section 13.
- 5.4. Tenant Right to Terminate. In the event a repair or ADA enhancement requires a significant capital expenditure, Tenant may choose to terminate this lease upon thirty (30) days' notice to Landlord.
- 5.5. Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Landlord will inspect facilities annually and provide Tenant with an inspection report. The inspection will include an assessment of Tenant Obligations under Section 5.2 and all capital improvements subject to this agreement.

6. **Alterations, Additions, and New Improvements.**

- 6.1. The term "Alteration" means any demolition, improvement, alteration, change, or addition, of, in or to all or any part of the Premises or any improvements on the Premises. Tenant shall make no Alterations of any kind on the Premises, excepting general maintenance or alterations to the BMX track itself, without first obtaining Landlord's written consent. All Alterations shall be at Tenant's sole cost and expense unless otherwise agreed to by separate agreement with Landlord. All Alterations shall be done in a professional and workmanlike manner and in accordance with the plans, specifications, and other matters approved by Landlord. Tenant shall be responsible for complying with all legal requirements including, but not limited to, land use laws, building permits, and the provisions of this Lease. Landlord reserves the right to impose additional

requirements on Tenant as a condition of Landlord's consent in connection with any Alterations.

- 6.2. Expansion of Premises. Landlord may withhold its consent to any Alteration that would expand the Premises beyond that which exists on the date of this Lease in Landlord's sole discretion.
- 6.3. Ownership of Alterations. All Alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise.

7. **Insurance.**

- 7.1. Tenant, at its expense, shall maintain at all times during the term of this Lease commercial general liability insurance in respect of the Premises and the conduct or operation of its business, with \$2,000,000 minimum combined single-limit coverage per occurrence, or its equivalent. Such policies shall contain such endorsements and deductibles as are reasonably requested by Landlord and the exclusions shall be limited to those approved by Landlord, such approval not to be unreasonably withheld.
- 7.2. All insurance policies (except workers' compensation policies) shall be written as primary policies and that insurance, if any, maintained by Landlord is excess and noncontributing. All such insurance policies shall be issued in the name of Tenant, with Landlord being included in the insurance policy definition of who is an additional insured.
- 7.3. All policies of insurance shall be issued by good, responsible companies reasonably acceptable to Landlord and that are qualified to do business in the state of Oregon. Executed copies of such policies of insurance, including additional insured endorsements specifically providing coverage for Landlord, shall be delivered to Landlord prior to the commencement of the Lease term, and renewal policies shall be delivered to Landlord not less than 30 days before the expiration of the term of each such policy. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant in like manner and to like extent. All insurance policies must contain a provision that the company writing the policy will give Landlord 30 days' prior written notice of any cancellation, substantial change of coverage, or the effective date of any reduction in amount of insurance.
- 7.4. Landlord may from time to time, but not more frequently than once every three years, require that the amount of commercial general liability insurance to be maintained by Tenant under Section 7.1 be increased so that the amount adequately protects Landlord's interest.

- 7.5. Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant release each other from any claims and demands of whatever nature for damage, loss or injury to the Premises, or to the other's property in, or about the Premises, that are caused by or result from risks or perils insured against under any property insurance policies required by the Lease to be carried by Landlord or Tenant and in force at the time of any such damage, loss or injury. Both Tenant and Landlord covenant that, to the fullest extent permitted by law and by their respective insurers, no insurer shall hold any right of subrogation against the other. Tenant shall advise its insurers of the foregoing and request such waiver be permitted under any policies maintained by Tenant pursuant to this Section 7.
8. **Non-Assignment; No Third-Party Rights**. This Agreement and each party's rights and responsibilities may not be assigned by either party without the prior written consent of the other party. This Agreement is for the benefit of Landlord and Tenant only, and not for the benefit of any third party.
9. **Taxes and Other Charges**.
- 9.1. Taxes. Presently, there are no real property taxes on the Premises. In the event real property taxes become due, Tenant shall pay and discharge, or cause to be paid and discharged, before any fine, penalty, interest, or cost may be added for delinquency, all general real property taxes, estate taxes, personal property taxes, privilege taxes, excise taxes, business and occupation taxes gross sales charges, assessments (including, but not limited to, assessments for public improvements or benefits), and all other governmental impositions and charges of every kind and nature whatsoever, whether or not now customary or within the contemplation of the parties regardless of whether the same shall be extraordinary or ordinary, general, or special, foreseen or unforeseen, or similar or dissimilar to any of the foregoing which, at any time during the term, shall be or become due and payable. Tenant may elect to pay any taxes due in accordance with statutory installment procedures. Tenant shall pay as due all taxes on its personal property located on the Premises.
- 9.2. Contest of Taxes. Tenant shall be permitted to contest the amount of any tax so long as such contest is conducted in a manner which does not cause any risk that Landlord's interest in the Premises will be foreclosed for non-payment.
10. **Hazardous Waste**.
- 10.1. Tenant agrees with and represents and warrants to Landlord that Tenant shall not cause or permit any hazardous substances or other dangerous, toxic substances or any solid waste to be generated, manufactured, refined,

transported, treated, stored, disposed, handled, processed, produced or released on the Premises, except those substances normally used in conjunction with repair and maintenance of a BMX track, and only in accordance with applicable law.

- 10.2. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all damages, claims, losses, liabilities and expenses of any kind, including without limitation, legal and consulting expenses, incurred by Landlord or which are asserted against or imposed upon Landlord, its successors and assigns, by any other party (including without limitation any governmental entity) arising out of or connected with Tenant's breach of or misrepresentation in any provision of this Section 10.
- 10.3. The representations and warranties made, and the indemnity obligations provided for in this Section 10 shall survive the termination of this Lease for any reason, notwithstanding any provision of this Lease to the contrary.

11. **Liability and Indemnity.**

11.1. Liens.

- 11.1.1. Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent or may elect to terminate this Lease. Any amount so added shall bear interest at the rate of twelve percent (12%) per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have because of Tenant's default.
 - 11.1.2. Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, so long as Landlord's property interests are not jeopardized. If a lien is filed as a result of non-payment, Tenant shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorneys' fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.
- 11.2. Indemnification. Tenant shall indemnify, defend, and hold Landlord harmless for, from, and against any claim, loss, or liability arising out of or related to, whether directly or indirectly, any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant.

12. **Default.** The following shall be events of default:

- 12.1. Default in Rent. Failure of Tenant to pay any rent or other charge within ten (10) days after written notice that it is due.
- 12.2. Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of this Agreement (other than the payment of rent or other charges) within twenty (20) days after written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.
- 12.3. Abandonment. Failure of Tenant for 30 days or more to occupy the Premises during BMX season for the permitted use under Section 3.1.1.

13. **Remedies on Default.**

- 13.1. Termination. In the event of a default, the Lease may be terminated at the option of Landlord by notice in writing to Tenant. If the Lease is terminated, Tenant's liability to Landlord for damages to the Premises, rent, and other charges shall survive such termination, and Landlord may reenter, take possession of the Premises and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages.
- 13.2. Waiver. No failure by Landlord to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy as a result of a breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Tenant, and no breach by Tenant, shall be waived, altered, or modified except by a written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach.

14. **Surrender.**

- 14.1. Except as otherwise provided in this Lease, Tenant, upon expiration or earlier termination of the Lease term, shall surrender and deliver up the Premises and all Improvements to the possession and use of Landlord without fraud or delay, free and clear of all tenancies and occupancies other than subleases to which Landlord shall have specifically consented, and free and clear of all liens and encumbrances other than those, if any, presently existing or created

or suffered by Landlord, without any payment or allowance whatever by Landlord on account of any Improvements on the Premises.

- 14.2. Tenant may remove its furniture, trade fixtures and equipment at or before termination; provided, however, that the removal will not injure the Premises or the Improvement or necessitate changes in or repairs to the same. Tenant shall pay or cause to be paid to Landlord the cost of repairing any damage arising from such removal and restoration of the Premises to their condition before such removal. Tenant shall not remove the Improvements (excepting those that do not attach to the Premises) without Landlord's prior written consent which consent may be withheld in Landlord's sole discretion.
- 14.3. Any personal property of Tenant that shall remain on the Premises after the termination of this Lease may, at the option of Landlord, be deemed to have been abandoned by Tenant and may either be retained by Landlord as its property or be disposed of, without accountability, in such a manner as Landlord may see fit, or if Landlord gives written notice to Tenant to such effect, such property shall be removed by Tenant at Tenant's sole cost and expense. If this Lease terminates early for any reason other than the default of Tenant then, anything to the contrary notwithstanding, Tenant shall have a reasonable time thereafter to remove its personal property.
- 14.4. Landlord shall not be responsible for any loss or damage occurring to any property owned by Tenant or its invitees.
- 14.5. The provisions of this Section 14 shall survive any termination of this Lease.
15. **Joint Venture.** The parties intend that no provision of this Agreement shall be construed as establishing a partnership, joint venture or other entity. The parties agree that they will not hold themselves out or represent to any third party that they are partners, and any party incurring any liability as a result of such a representation shall be entitled to indemnification from the other party for all costs associated and incurred as a result thereof, including reasonable attorneys' fees.
16. **Miscellaneous.**
 - 16.1. Premises "AS-IS". Tenant accepts the Premises in "AS-IS" condition, with all faults, based on Tenant's own inspection and evaluation of the Premises. Landlord makes no representation of warranty, express or implied, as to the condition of the Premises.
 - 16.2. Non-Waiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require

strict performance of the same provision in the future, or of any other provision.

- 16.3. Applicable Law. This Agreement will be construed, applied, and enforced in accordance with the laws of the State of Oregon. Any action or proceeding arising in and out of this Agreement will be litigated in the courts for the State of Oregon located in Deschutes County.
- 16.4. Arbitration/Mediation. Any dispute or claim that arises out of or which relates to this Agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement, will be resolved by arbitration in accordance with the then-effective arbitration rules of Arbitration Service of Portland, Inc., and judgement upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof. Landlord, Tenant and all other parties concerned with and involved in the performance of the Agreement are bound, each to the other, by this arbitration clause, provided such party has signed this Agreement, or signed any other Agreement to be bound by this arbitration clause. The parties acknowledge that mediation usually helps parties to settle their dispute. Therefore, any party may propose mediation whenever appropriate by any mediation process or mediator as the parties may agree upon. Any mediation, arbitration, or any other legal proceedings will take place in Deschutes County, Oregon.
- 16.5. Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorneys' fees.
- 16.6. Notices. Any notice required or permitted under this Lease shall be given when actually delivered or three (3) days after deposited in United States mail as certified mail, return receipt requested, addressed to the address first given in this Lease or to such other address as may be specified from time to time by either of the parties in writing.
- 16.7. Assignment and Subletting. No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of Landlord's property be conferred on any third person by any other means, without the prior written consent of Landlord.
- 16.8. Succession. Subject to the limitation on Tenant's right to sublease or assign its interest pursuant to Section 16.8, above, this Lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.
- 16.9. Annual Meeting. Landlord and Tenant will meet no later than March 1 of each season to discuss the scheduled use for the upcoming season including

regular practice, race schedule and larger special-event requests. This will also be the time to raise any suggestions or concerns about operations on the Premises during the previous season and recommend changes or improvements that may be made to improve the relationship between Landlord and Tenant.

Landlord: Bend Park and Recreation District

By: _____
Don Horton, Executive Director

Date: _____, 2018

Tenant: High Desert BMX

By: _____
Paul Hewes, President

Date: _____, 2018

BOARD AGENDA COMMUNICATION

AGENDA DATE:	October 2, 2018
SUBJECT:	Award Professional Services Contract for the Design of Athletic Fields at Pacific Crest Middle School
STAFF RESOURCE:	Ian Isaacson, Project Manager Brian Hudspeth, Development Manager
PREVIOUS BOARD ACTION:	June 19, 2018, Approved IGA with Bend-La Pine School District
ACTION PROPOSED:	Approve Professional Services Contract
STRATEGIC PLAN:	
Theme:	Community Connection
Objective:	Analyze and Adapt to Changing Community Need
Initiative:	Acquire land, and plan and develop trails, river access, parks, natural areas and recreation facilities to meet identified community demand and future need.

BACKGROUND

The District's 2019-2023 Capital Improvements Plan (CIP) includes funding for the development of athletic fields in partnership with Bend La-Pine Schools (BLS) at Pacific Crest Middle School (PCMS). BLS owns approximately 4.5 acres of land adjacent to PCMS, at the intersection of Skyliner Road and NW Elwood Drive. This property was originally intended for school field development (see attachment A). BLS did not have an immediate need to develop the fields for school use and approached the District about the potential to partner to build the fields for community use instead. The District's recent field use study identified the need to develop fields to serve the west side of Bend, and anticipated the potential of this partnership. The Board approved an intergovernmental agreement memorializing this partnership on June 19, 2018.

The District released a request for proposal (RFP) for professional design services on July 26, 2018. Proposals were opened on August 23. Four firms submitted proposals and all four firms met the technical requirements of the RFP. A review committee, comprised of District staff and a representative from BLS, reviewed and scored the proposals. Following the initial evaluation, two firms were selected for interviews. Following the interviews, the committee selected Bend Engineering Consultants (BECON) as the most qualified proposer. Staff has been negotiating the design contract price with BECON to provide full design, permitting and construction administration for this project.

During the board meeting, staff will provide the Board an update on the anticipated project schedule to complete construction of the fields.

BUDGETARY IMPACT

The current funding allocation for the development of this site in the fiscal-year 2019-2023 Capital Improvement Plan is \$2,000,000, in system development charges, to be spent over the next two fiscal years. The negotiated fee for the contract with BECON is as follows:

Total Maximum Fee	\$220,925.00
10% Contingency	\$22,092.50
Total Budget for Phase One	\$243,017.50

The remaining project funding allocation of \$1,756,982.50 will be used for permitting, construction and miscellaneous put-back to complete the project.

STAFF RECOMMENDATION

Staff recommends that the Board approve the contract with BECON for a total contract not to exceed \$220,925.00, and to include a 10% contingency of \$22,092.50 for a total budget not to exceed \$243,017.50 to complete the design work.

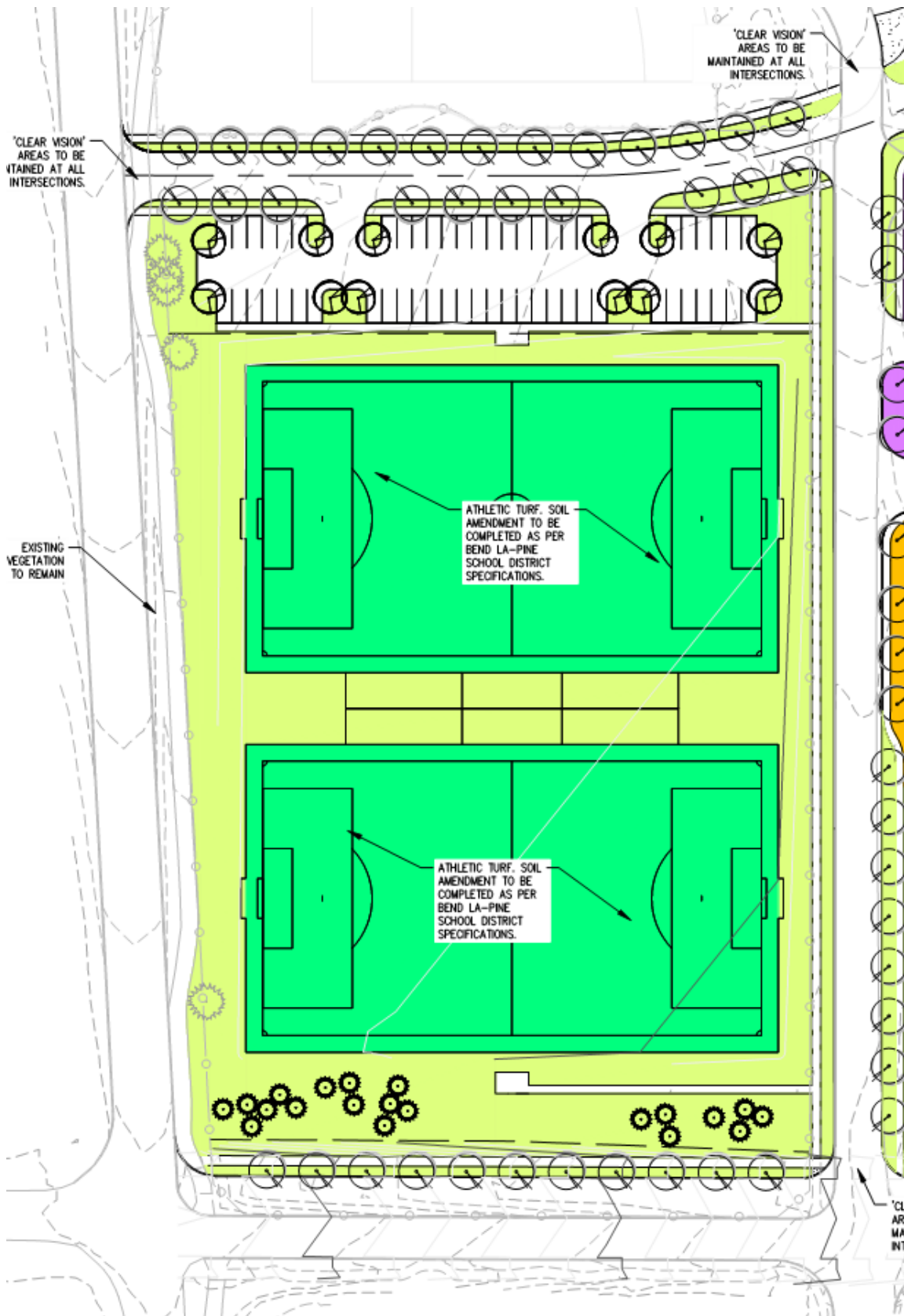
MOTION

I move to authorize the Executive Director to negotiate and execute a contract with Bend Engineering Consultants (BECON) for the Design of the Pacific Crest Athletic Field Development project in an amount not to exceed \$220,925.00 and to approve a 10% contingency of \$22,092.50 for a total design budget not to exceed \$243,017.50.

ATTACHMENT

Attachment A - Project Map

Attachment A



PLANNING & DEVELOPMENT PROJECT UPDATES October 2018



Deschutes River Trail (DRT):

Putnam to Riley Ranch Nature Reserve Bridge Segment – Brooks Resources provided an easement for the trail and parking area. However, development of this segment of trail and the parking area on this property are contingent upon acquisition of a trail easement on the adjoining property with an active surface mine, which may delay the trail project for a few more years.

Kirkaldy Ct. to Putnam Rd. Segment – After meetings with adjacent property owners and the Awbrey Meadows Home Owners Association Board of Directors, the issue of the District acquiring a trail easement over the buried Tumalo Irrigation pipeline has not yet been resolved. The trail alignment is also pending acquisition of other necessary trail easements from the surface mining property.

Galveston to Miller’s Landing Park Segment – The District is negotiating with the City of Bend to determine the scope of this project. Staff anticipates a modification to the intergovernmental agreement (IGA) to address additional utility work necessitated by the project. Due to the utility work that was completed over the last two years in the neighborhood, the City wanted to wait a couple more years before beginning another project in that area. This will give both the City and BPRD time to work on a revised scope of work and amend the current IGA.



Alpenglow Community Park: District staff met with the consultant team to discuss major elements of the park in greater detail. The team closely reviewed the play area, spray ground, bridges, event space, climbing area and structures. The team will be working over the coming months to prepare and submit the minor institutional master plan to the City of Bend.



Shevlin Park:

Signage- Staff recently completed the 100 percent design package for new interpretive, wayfinding, and regulatory signs in Shevlin Park, and for the 329 acre expansion of Shevlin Park, formerly known as the Tree Farm. The signage package installation is underway.

Accessibility Improvements- Design work for the ADA accessibility projects, which is funded by the State’s Local Government Grant (LGG), continues with construction anticipated during the summer of 2019. The project includes upgrading the existing Larch Grove Bridge, installation of a new trail to the Aspen Grove picnic shelter from the parking lot, and accessibility improvements in the parking lot adjacent to Aspen Hall.



Larkspur Center (Bend Senior Center): The District’s design team submitted to the District the 100 percent construction documents. Staff is currently reviewing the plans and specifications. Concurrently with the BPRD review, the architect is submitting to the City of Bend for permitting, and will provide a final cost estimate for review. Our CMGC (Construction Manager/General Contractor) is also estimating the 100 percent plans in preparation for supplying a guaranteed maximum price for the District later this fall. Construction is still scheduled to start in the spring of 2019.



Big Sky Park Expansion: District staff filed an appeal to the Board of County Commissioners on the findings from the hearing examiner which will dictate how staff moves forward with the design of some of the park elements. A hearing on the appeal is expected to occur in late October with a decision anticipated by mid-December. DOWL Engineers continue to work on the construction drawings and plans to have them wrapped up by late summer. It is anticipated that the project will be bid in the spring/summer of 2019.



Drake Park DRT & Bank Improvement Project: Staff met with the consulting team to continue design coordination. The design team needs to complete the design by this coming winter in order to be ready for permitting with all the agencies involved. Staff has also reached out to the City of Bend regarding the City’s stormwater outfalls. The City is hoping to contract with our design team to look at a possible joint project at the Galveston Ave outfall.



Juniper Park: Construction has begun on the ADA upgrades in the north and south parking lots with work scheduled to finish by the end of October.



Goodrich Park: BPRD staff and members of the Orchard District Neighborhood Association selected Vallier Design from Bend to work with staff for the park’s design. Staff anticipates being complete with the construction drawings in late fall/early winter this year with construction possibly starting in the fall of 2019. Staff is also working with the City of Bend on an IGA for construction of the final 250 +/- feet of Quimby Ave and sidewalk connections along 8th Street. The City has agreed to pay for all design and construction work to finish off the gravel street section. Additionally, staff has advertised for a public artist to be brought in as part of the design team to fabricate and install a piece as part of the development of the park.



Pioneer Park Restroom & Accessibility: Accessibility improvements to the entry, parking area, and restroom will start in mid to late September and be completed by the end of 2018.



Haul Road Trail: Staff is working with the City of Bend and Western Federal Lands to get all of the easement and right of way issues worked out. Work on the trail is not expected to begin until mid-2020.



Pacific Crest Middle School Fields: The District evaluated six proposals and selected Bend Engineering Consultants (BECON) to lead the design of this project. District staff will be seeking Board approval of the contract at the October 2 Board meeting. Pending contract approval, a notice to proceed will be issued immediately following the meeting.



Empire Crossing Park: District staff has been working with our consultant team on the grading, drainage and park designs. Staff will be holding a neighborhood public meeting on October 3rd at the Bend Elks Lodge on Boyd Acres from 6-7:00 PM to present conceptual drawings to the neighborhood and garner their feedback.



Deschutes River Restoration Planning: The Executive Director has signed the MOU with Upper Deschutes Watershed Council (UDWC) following approval from the Board in April. The UDWC and staff has applied for and was successful in receiving a Technical Assistance Grant for design work from OWEB to complete the design and engineering on the section of river from the Bill Healy Bridge to the Farewell Bend Bridge along river left. Staff will also conduct an outreach campaign once design has started. It is anticipated that UDWC will advertise the RFP for completing the design work in late October of this year with design being completed by summer of 2019.

Strategic Plan: Eight firms submitted proposals for the District’s Strategic Plan. Staff interviewed three of the firms and selected 110% Inc. as their preferred consultant. Staff is currently working on contract negotiations and expects to issue Notice to Proceed in mid-September, with a goal to complete the project by summer of 2019.

System Development Charge Methodology (SDC): District staff met with the Galardi Rothstein group in mid-September to begin the project. The team reviewed the scope, timeline, outreach strategy and background data needs. Staff anticipates beginning initial outreach to stakeholders in mid to late October, with a presentation of the overall project scope and initial outreach findings at the November 6 Board meeting.

Deschutes River Access Planning: Public lands in and around the City of Bend are experiencing a rapid increases in recreational use as growing numbers of residents and visitors use public lands for recreation and leisure. With increased use, sensitive wetland and riparian habitats along the Deschutes River have been impacted as hikers, cyclists, bird-watchers, anglers and floaters gravitate to the river corridor for recreational activities. In an effort to get a handle on and manage access to the river, District staff will be starting a planning effort to gain a better understanding on how patrons utilize the river and how to make access more sustainable.

Stormwater Planning: The Oregon Department of Environmental Quality (DEQ) is still in process of reviewing the District’s assessment report filed on September 13, 2017. Once review has been completed, the DEQ will schedule a meeting with District staff and consultants to determine next steps in the process of permitting and ongoing maintenance requirements.

**Board Calendar
2018-2019**

**This working calendar of goals/projects is intended as a guide for the board and subject to change.*

October 16 - Canceled

November 6

Work Session

- ◆ Recreation Program Report – (15min)
- ◆ Alcohol Permits – Sasha Sulia (40 min)
- ◆ SDC Methodology Project Scope – Michelle Healy and Lindsey Lombard (30 min)

Consent Agenda

- ◆ Codify Amended Policies

Business Session

- ◆ Receive Budget Committee Member Applications and Review Budget Calendar – Lindsey Lombard (20 min)
- ◆ River Summer Recreation Update – Julie Brown and Sasha Sulia (30 min)

November 20 - Canceled

December 4

Work Session

- ◆ Recreation Program Report – (15-min)
- ◆ Athletic Field Report and Policy Implementation Update – Becky Young and Michael Egging (45 minutes)
- ◆ 2018 Events in Parks Report – Chris Zerger & Sasha Sulia (20 min)

Business Session

- ◆ Appoint Budget Committee Member(s) – Lindsey Lombard (15 min)

December 18

Work Session

- ◆ City of Bend Climate Action Plan – Sasha Sulia, Cassie Lacey and Gillian Ockner (30 min)
- ◆ Community Recreation Survey Report - Matt Mercer (45 min)

Business Session

- ◆ Approve Guaranteed Maximum Price for Construction of Larkspur Community Center – Brian Hudspeth (45 min)

January 8, 2019

Board Workshop – 8:00 a.m. – 4:00 p.m.

- ◆ Annual Strategic Action Plan (Mid-Year Review)
- ◆ Financial Forecast
- ◆ Capital Improvement Plan (CIP) Discussion
- ◆ Property Tax Prioritization
- ◆ Board Self-Assessment

January 15

Work Session

Business Session

- ◆ Shevlin Park ADA / Bridge Work Award Construction Contract – *Brian Hudspeth (20 min)*

January 29

- ◆ SDC Workshop

February 5

Work Session

- ◆ Recreation Program Report – *(15 min)*
- ◆ Approve updated Fees and Charges Policy and Out of District Fee Policy – *Matt Mercer (45-min)*

Business Session

- ◆ Goodrich Park Award Construction Contract – *Jason Powell (20 min)*

February 19

Work Session

- ◆ Preliminary Larkspur Business Plan Review – *Matt Mercer and Sue Glenn (45 min)*

Business Session

- ◆ Approve Cost Recovery /Subsidy Allocation levels for Recreation Programs and Services – *Matt Mercer (45 min)*
- ◆ Cedarwood Trailhead Award Design Contract – *Perry Brooks (20 min)*

March 5

Work Session

- ◆ Recreation Program Report *(15 min)*

Business Session

- ◆ Northpointe Park Award Design Contract – *Laura Underhill (20 min)*

March 19

Work Session

- ◆ Outreach Report – *Amanda Jamison, Kathya Avilia Choquez (30 min)*
- ◆ Needs-Based Assistance Report – *Sue Boettner (30 min)*

Business Session

- ◆ Approve Needs-Based Assistance Plan for FY 2019-20 – *Sue Boettner (30 min)*

April 2

Work Session

Business Session

April 16

Work Session

Business Session

April - Budget Committee Tour

May 7

Work Session

- ◆ Recreation Program Report (15 min)

Business Session

May BUDGET MEETINGS (Tentative: May 13,15,16)

May 21 – Election Night

Work Session

Business Session

- ◆ Public Hearing - SDCs

June 4

Work Session

- ◆ Recreation Program Report (15 min)

Business Session

- ◆ Adopt Resolution No. XXX – Adopting a Revised Fee Schedule for System Development Charges, effective July 1, 2019 – *Lindsey Lombard*
- ◆ Hold Public Hearing and Adopt Resolution No. XXX – Adopting the Budget and Making Appropriations for Fiscal Year 2019-20, and Adopt Resolution No. XXX - Imposing and Categorizing Taxes for Fiscal Year 2018-19 – *Lindsey Lombard*
- ◆ Adopt Resolution No. XXX – Adopting the Capital Improvement Plan Summary for Fiscal Years Ending 2020 - 2024 – *Michelle Healy (10 min)*

June 18

Work Session

Business Session

TBD

IGA with the City for Planning – *Michelle Healy and Don Horton (45 min)*

Award construction contract for Big Sky Park – *Brian Hudspeth (15 min)*

Alpenglow’s BNSF Aerial Easement – Ian Isaacson

PCMS Fields Award Construction Contract – Brian Hudspeth

Adopt Strategic Plan

Strategic Plan Update

First and Second Reading for SDC Ordinance and Methodology

SDC Methodology Updates

Extend Applicable Athletic Field Policies to Operated Recreation Facilities – Matt Mercer

Independent Contractor Guidelines for Recreation Programs?? – Matt Mercer

Recreation Programming Plan – Matt Mercer and Michael Egging

Drake Park DRT Trail Easements – *Brian Hudspeth (20 min)*

Empire Crossing Park – Award Construction Contract – *Jason Powell (20 min)*