



Bend Metro Park & Recreation District

June 20, 2023

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

June 20, 2023

District Office Building | 799 SW Columbia | Bend, Oregon



4:00 pm EXECUTIVE SESSION

The Board will meet in Executive Session prior to the regular meeting pursuant to ORS 192.660(2)(i) for the purpose of reviewing and evaluating the performance of an officer, employee, or staff member. This session is closed to all members of the public except for representatives of the news media. News media is asked to contact Sheila Reed to attend sheilar@bendparksandrec.org.

AGENDA

The board will meet in person with a virtual link to the regular meeting. The public may provide public input in-person at the meeting or via the virtual Zoom link.

Please use the link below to join the webinar:

<https://us02web.zoom.us/j/87992316039?pwd=Q3B3UkV2UUtSRFpEdUt5ZmxUTmlEUT09>

Passcode: 249613

Or Telephone:

US: +1 669 900 6833

Webinar ID: 879 9231 6039

Passcode: 249613

5:30 pm CONVENE MEETING

VISITORS

The board welcomes input from individuals at our public meetings about district-related issues. Members of the community who wish to make public comment may attend the meeting in person or virtually. To provide a public comment in person, please fill out one of the brief cards and submit it to staff in the back of the room. To provide public comment virtually, click on the "Raise Hand" option. You will be called into the meeting in the order received. Virtual visitors should turn on their cameras and microphones. All remarks should be limited to 3 minutes or less. If there are questions, follow up will occur after the meeting. Thank you for your involvement.

CONSENT AGENDA

1. Minutes: 05/02/2023

BUSINESS SESSION

1. Approve Trail Easement and Amendment to Agreement with Central Oregon Irrigation District – *Henry Stroud and Michelle Healy (20 min)*
2. Approve Business Use in Parks policy – *Matt Mercer and Michael Egging (30 min)*

3. Approve park name for Shevlin West park site – *Rachel Colton (10 min)*
4. Approve Resolution No. 2023-08 for land acquisition – *Michelle Healy (15 min)*

EXECUTIVE DIRECTOR’S REPORT
BOARD MEETINGS CALENDAR REVIEW
GOOD OF THE ORDER
ADJOURN

EXECUTIVE SESSION

The Board will meet in Executive Session following the regular meeting pursuant to ORS 192.660(2)(e) for the purpose of discussing real property transactions. This session is closed to all members of the public except for representatives of the news media. News media is asked to contact Sheila Reed to attend sheilar@bendparksandrec.org.



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 of Directors

June 6, 2023

District Office Building | 799 SW Columbia | Bend, Oregon



A video of the entire board meeting can be viewed on the website:

<https://www.bendparksandrec.org/about/board-meeting-videos/>

BOARD PRESENT

- Deb Schoen
- Nathan Hovekamp
- Jodie Barram
- Donna Owens
- Zavier Borja

STAFF PRESENT

- Don Horton, Executive Director
- Michelle Healy, Deputy Executive Director
- Julie Brown, Manager of Communications and Community Relations
- Kristin Donald, Administrative Services Director
- Matt Mercer, Director of Recreation
- Sheila Reed, Assistant to the Executive Director
- Brian Hudspeth, Development Manager
- Sasha Sulia, Superintendent of Parks
- Eric Baird, Finance Manager
- Jeff Hagler, Park Stewards Manager

VISITORS

- Evan Neigland: Mr. Neigland commented in favor of a footbridge at the South UGB location. He stated the advantages of having a bridge connecting to the west side. He said that the opposition is due to NIMBYism instead of environmentalism. He urged BPRD to take the necessary steps to move the project forward.
- Tom Ashton: Mr. Ashton advocated for easy access to greenspace and also in favor of the South UGB bridge.

WORK SESSION

1. Park Services Overview – *Sasha Sulia*

Ms. Sulia reviewed the staff, divisions and responsibilities of the Park Services department. She reviewed each of the following divisions: landscape, facilities, natural resources and trails, park stewardship, fleet, and administration.

2. Park Services: Natural Resources Vegetation Management – *Sasha Sulia*

Ms. Sulia spoke about the developed and natural landscapes. She said developed areas are high use areas and require daily maintenance. The maintenance includes water management, integrated pest management and park tree inventory and management plans.

Next she explained the native or natural landscapes management. She said this landscape treatment is not as frequent and is less predictable. The vegetation management plan and treatment prescriptions are in accordance with local and state agencies. Management activities include:

- Mechanical thinning or hand cutting
- Burning-broadcast or piles
- Chemical
- Biological

She said this division does a lot of vegetation restoration for riparian areas, park property that are full of non-native vegetation prior to development and to re-establish disturbed sites.

CONSENT AGENDA

1. Minutes: 05/02/2023

Director Barram made a motion to approve the consent agenda. Director Borja seconded. The motion was approved unanimously, 5-0.

BUSINESS SESSION

1. Hold Public Hearing and Adopt Resolution No. 2023-06 – Adopting the Budget and Making Appropriations for Fiscal Year 2023-24, and Adopt Resolution No. 2023-07 - Imposing and Categorizing Taxes for Fiscal Year 2023-24 – *Kristin Donald*

Director Schoen opened the public hearing and asked for any comments. There were no comments and the public hearing was closed.

Ms. Donald explained the two resolutions on the agenda and staff recommendations.

Director Hovekamp made a motion to adopt Resolution No. 2023-06 Adopting the Budget and Making Appropriations for Fiscal Year 2023-24. Director Barram seconded. The motion was approved unanimously, 5-0.

Director Hovekamp made a motion to adopt Resolution No. 2023-07 Imposing and Categorizing Taxes for Fiscal Year 2023-24. Director Owens seconded. The motion was approved unanimously, 5-0.

2. Adopt Resolution No. 2023-05 Adopting the 2024-2028 CIP – *Michelle Healy (5 min)*

Ms. Healy said each year the board adopts a five year capital improvement plan. She said the combination of all the years is about 64 million from SDCs, general property tax revenues and alternative funding.

Director Owens made a motion to adopt Resolution No. 2023-05, adopting the Five-Year Capital Improvement Plan for fiscal years ending 2024-2028. Director Borja seconded. The motion was approved unanimously, 5-0.

3. Approve Private Security Contract – *Jeff Hagler (15 min)*

Mr. Hagler said the contract tonight replaces the current contract. In the past the district has used two contractors to meet all the district needs. This year staff looked at combining the contracts to one company, a request for proposal was issued; both contractors submitted and Trident was selected.

Director Hovekamp made a motion to authorize the executive director to negotiate and award a contract with Trident Professional Security for unarmed private security services through June 30, 2025 for an amount not to exceed \$430,000, and to approve an additional \$15,000 each year for a total amount not to exceed \$460,000. Director Borja seconded. The motion was approved unanimously, 5-0.

EXECUTIVE DIRECTOR’S REPORT

Executive Director Horton reminded the board that the Big Sky Bike Park grand opening is on Friday and the joint meeting with the city is next week. He said there will be two items for the joint meeting agenda, the Mirror Pond Fish Passage and a Juneteenth Proclamation.

PROJECT REPORT

BOARD MEETINGS CALENDAR

GOOD OF THE ORDER

- Director Barram said she will be at Big Sky for the grand opening from 4-5pm. She mentioned that a resident asked that the district build more pickleball courts with lights. She said she wanted to address the visitors advocating for the southern foot bridge connection that in the budget this year, there is money allocated for outreach and facilitation for a possible community collaboration on the project (pending board direction).
- Director Schoen said she appreciates that people take the time to come before the board and liked that children were in attendance to witness the public process. She also attended an Envision Bend meeting and said she is excited to see the report of the meeting when it comes to the board.

ADJOURN 6:56 pm



Prepared by,

Sheila Reed
Executive Assistant

Deb Schoen, Chair

Nathan Hovekamp, Vice-Chair

Donna Owens

Zavier Borja

Jodie Barram

BOARD AGENDA COMMUNICATION

AGENDA DATE:	June 20, 2023
SUBJECT:	Central Oregon Irrigation District Agreement Amendment and Trail Easement
STAFF RESOURCE:	Henry Stroud, Planner Michelle Healy, Deputy Executive Director
PREVIOUS BOARD ACTION:	None
ACTION PROPOSED:	Approve trail easement and agreement amendment
STRATEGIC PLAN:	
Pillar:	Operations & Management Practices
Outcome:	A balance between caring for existing infrastructure and new development
Strategy:	Work with the board to determine the District's role in providing transportation options within the urban trail system in collaboration with the City of Bend

BACKGROUND

The Bend Park and Recreation District and Central Oregon Irrigation District (COID) have collaborated to provide trails along irrigation canal roads (ditch rider roads) for over 20 years. When COID is the underlying land owner along a canal, and there are no operational conflicts, COID has allowed the district to offer non-motorized trail use along its ditch rider roads. The district in turn helps with maintenance and provides additional eyes on the property for COID. This relationship is critical to creating the off-street trail network in Bend, and many of these ditch rider roads are planned to serve as the backbone of the fully built out trail system.

Recently, COID applied for several property line adjustments on properties they own surrounding the hydroelectric power generating station and the Central Oregon Historic Canal Trail in southwest Bend. These adjustments are being made in preparation for COID to sell a portion of their land, currently under contract with Pahlisch Homes, for residential development.

Collectively, these COID properties form a large, mostly undeveloped area that has been used for passive recreation by the community for many years. There are currently three primary trails that pass through the area: the Deschutes River Trail (DRT), the Central Oregon Historic Canal Trail (COHCT), and a third unnamed connector trail that runs from Brookwood to the DRT. The DRT is permitted through a permanent trail easement the district received in 2005, the COHCT is permitted through an agreement between the district and COID from 2002, and the third trail is provided as part of COID's license to operate the hydroelectric generating station from the Federal Energy Regulatory Commission (FERC). The trail established by the FERC license is only required to remain in place while the hydroelectric generating station is operating. Once power generation ceases there is no obligation by COID to retain the trail.

To assure public trail access on these properties into the future, the district and COID have reached an agreement to protect access to the existing sections of the DRT and COHCT, and establish long-term access to the trail required by the FERC license. Additionally, COID has agreed to expand public access between their property and the district's River Canyon Natural Area (see attachment B). The expanded trail access provides a 1.2-mile extension of the Deschutes River Trail.

Attached to this report are documents that do the following:

1. COID will grant the district a 20-foot-wide perpetual easement following the alignment of the FERC required trail connecting Brookwood Blvd. to the DRT. This new easement is relocatable if the trail needs to move due to future residential land development requirements (attachment C). The 20-ft width is consistent with most district trail easements and the city's development standards for trails.
2. The district and COID will amend the existing agreement from 2002 through an addendum that grants public use on the 1.2-mile section of the DRT along the siphon pipe from COID's forebay to River Canyon Natural Area. Through this agreement the district will operate and maintain the expanded trail (attachment A and B).

Acquisition of the new easement and expansion of the trail system through the agreement are the first steps for helping establish long term trail access on this property. The district anticipates additional opportunities to coordinate trail and open space needs during the site master planning process with the subsequent property owner.

BUDGETARY IMPACT

There is no cost for acquisition of the new trail easement or amendment to the existing agreement. Additional signage is required per the proposed amendment, which is a minor cost that can be covered within existing district resources. The newly formed trails crew in the natural resources division of the Park Services department will maintain the expanded Deschutes River Trail to River Canyon Natural Area.

STAFF RECOMMENDATION

Staff recommends the board approve acquisition of the new trail easement and the amendment to the existing agreement between COID and the district.

MOTION

I move to authorize the executive director to finalize and execute an amendment to the 2002 trail agreement between the district and COID, and to finalize and execute a new trail easement for the trail connecting Brookwood Blvd to the DRT.

ATTACHMENTS

Attachment A: 2002 BPRD COID Trail Agreement
Attachment B: Addendum #1 to 2002 Agreement
Attachment C: DRAFT FERC Trail Easement Agreement

CENTRAL OREGON IRRIGATION DISTRICT

Attachment A

A MUNICIPAL CORPORATION OF THE STATE OF OREGON

2598 N. HWY. 97

REDMOND, OR 97756-1219

(541) 548-6047
FAX (541) 548-0243

June 12, 2002

Bend Metro Park & Recreation District
ATTN: Wayne Smith
200 N.W. Pacific Park Lane
Bend, Oregon 97701

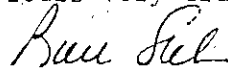
Dear Mr. Smith:

Enclosed, please find a signed copy of the agreement between C.O.I.D.
and Bend Metro Park & Recreation District.

Regarding what to do next, I would recommend members of, or respective
staff, meet to review what the B.M.P.R.D.'s trail plans currently
include regarding the COID canal system.

Please advise me as to who you would recommend we contact.

Yours very truly,



Ron Nelson
Secretary-Manager

RN:jw

enclosure

AGREEMENT

DATE: June 4, 2002

PARTIES:

CENTRAL OREGON IRRIGATION DISTRICT,
a Municipal Corporation of the State of Oregon ("COI")

BEND METRO PARK & RECREATION DISTRICT,
a Special District of the State of Oregon ("BMPRD")

RECITALS

A. The Parties desire to enter into an agreement to provide for a trail system open to the general public, and to protect COI's irrigation delivery system.

B. COI operates a system of irrigation canals and ditches, which delivers irrigation water to its members ("Delivery System") located on easements established in the early 1900s by statutes of the United States and the State of Oregon.

C. The BMPRD has an existing public trail system as shown on the Trail Map attached as Exhibit "A". The trails are located on property owned outright by the BMPRD and on easements from underlying land owners. The trail system has been adopted by the City of Bend as part of the Bend Area General Plan as the Bend Area Urban Trail Plan ("trail system").

D. The Parties wish to enter into an agreement which will govern the rights and responsibilities of the Parties for the joint use of the properties on sections of the trail system where COI has ownership of, or an easement on, the underlying property.

AGREEMENT

1. RESPONSIBILITIES OF THE BMPRD:

A. Trail Development. The BMPRD will develop and maintain pedestrian and bicycle trails, not to exceed fifteen (15) feet in width, on areas where COI maintains an access road along its existing Delivery System. The type of material utilized and the location of the trail shall be designed not to interfere with COI's use of the underlying access for irrigation purposes and will be submitted by BMPRD to COI for its review, modification and approval as the same is determined by COI to be appropriate.

B. Landscaping. Any modification or additions of landscaping shall be agreed to by COI, the BMPRD, and any other underlying land owner prior to installation.

C. Maintenance. The BMPRD shall be responsible for all maintenance related to its specific needs for pedestrian and bicycle trail use. Such maintenance shall not unreasonably interfere with COI's access and use.

D. Garbage/vandalism. The BMPRD shall be responsible for removal of garbage and repair of vandalism to the trail system caused by public use.

E. Signage. The Parties shall agree upon the location and content of signage to be installed. The signage shall be installed and maintained at the expense of BMPRD. Signs may cover the following topics:

- i. Limitation of hours of public access;
- ii. The primary right of COI to utilize the access for irrigation purposes, including the right to interrupt public access if necessary for maintenance or repair of its canal system;
- iii. The potential for elimination of public access;
- iv. The requirement that all dogs be on leashes and dog owners shall be responsible for removal of dog waste; and
- v. Use by the public for pedestrian and/or non motorized bicycles only.

2. RESPONSIBILITIES OF COI:

A. Noninterference. Because COI does not own fee title to most of the land proposed to be utilized for the trail system, it cannot grant any land rights to BMPRD but agrees that if the referenced trail is developed in accordance with 1(A) above, the trail will not interfere with the COI easements.

B. Maintenance and Capital Improvements. COI intends to continue its usual and customary maintenance of its access ways, which may benefit the BMPRD. During the course of annual maintenance of its delivery system, COI shall use its best efforts to deposit any dredged materials on the edge of trails so as to minimize any interference with trail use. Further COI may make any capital improvements it deems appropriate.

3. INDEMNIFICATION:

A. The BMPRD shall indemnify COI against all liability for damages, costs, losses and expenses resulting from, arising out of, or in any way connected with the occupation or use of the trail system by the BMPRD or the BMPRD's invitees, or guests, or the failure on the part of the BMPRD to perform fully all of the BMPRD's promises herein. COI shall not be liable to the BMPRD for any damages to physical improvements

erected by the BMPRD resulting from COI's operation of its canal system.

B. COI shall indemnify BMPRD against all liability for damages, costs, losses and expenses resulting from, arising out of or in any way connected with a break in the COI canal unless the same is caused or contributed to by the BMPRD.

4. JOINT RESPONSIBILITIES:


A. Annual Meetings. The Parties agree to meet from time to time and, at least annually, to discuss the ongoing implementation of this agreement, including provisions for new trail development, maintenance and operational issues.

B. Awareness Campaign. The parties shall work together to plan and implement a public awareness campaign of the trail system and the public's rights and responsibilities for use.

5. GOVERNING LAW: This agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to conflict-of-laws principles.


6. ATTORNEY FEES: If any arbitration, suit or action is instituted to interpret or enforce the provisions of the agreement, to rescind this agreement, or otherwise with respect to the subject matter of this agreement, the party prevailing on an issue shall be entitled to recover with respect to such issue, in addition to costs, reasonable attorney fees incurred in preparation or in prosecution or defense of such arbitration, suit, or action as determined by the arbitrator or trial court, and if any appeal is taken from such decision, reasonable attorney fees as determined on appeal.

CENTRAL OREGON IRRIGATION
DISTRICT



BY:
ITS: *see next.*

BEND METRO PARK
AND RECREATION DISTRICT



BY: *Interim Executive Director*
ITS: *Bend Metro Parks and Recreation*

FIRST ADDENDUM TO JUNE 4, 2002 AGREEMENT

Parties:

BEND PARK & RECREATION DISTRICT,

A Special District of the State of Oregon

CENTRAL OREGON IRRIGATION DISTRICT,

A Municipal Corporation of the State of Oregon

RECITALS

A. The Parties entered into an agreement dated June 4, 2002, to provide for a trail system open to the general public, and to protect COI's irrigation delivery system.

B. The Parties wish to acknowledge specifically a public recreation trail to be maintained by Bend Park & Recreation District on COI's "Siphon Power Plant" property, as depicted in Exhibit A as the "2023 Addendum." This trail runs from COI's diversion on the Deschutes River to its fore bay facility, immediately adjacent and parallel to its siphon pipe, and is entirely on land owned by COI.

AGREEMENT

1. COI CONSENT TO TRAIL USE

A. COI consents that Bend Park & Recreation District may operate a public recreation trail on the ditch road between COI's diversion and the forebay facility, provided that such use may not in any manner interfere with COI's continued use by vehicles and personnel of the ditch road for operations, maintenance, and access to its infrastructure and facilities. The general route of this trail is depicted in Exhibit 1 to this Addendum and described as the "2023 Addendum."

2. RESPONSIBILITIES OF BEND PARK & RECREATION DISTRICT

A. Bend Park & Recreation District shall maintain the trail for pedestrian use, including by addressing erosion, routing foot traffic, and generally maintaining an appropriate and safe trail for public recreational use.

B. Bend Park & Recreation District shall provide signs at regular intervals along the trail informing the public that the ditch road is shared between the public and COI, including vehicles and maintenance equipment, and warning of safety hazards.

3. ALL OTHER TERMS REMAIN THE SAME

All terms of the Parties June 4, 2002 Agreement continue to apply to both Parties as to the trail addressed in this Addendum.

CENTRAL OREGON IRRIGATION DISTRICT

BY:

Its:

DATE:

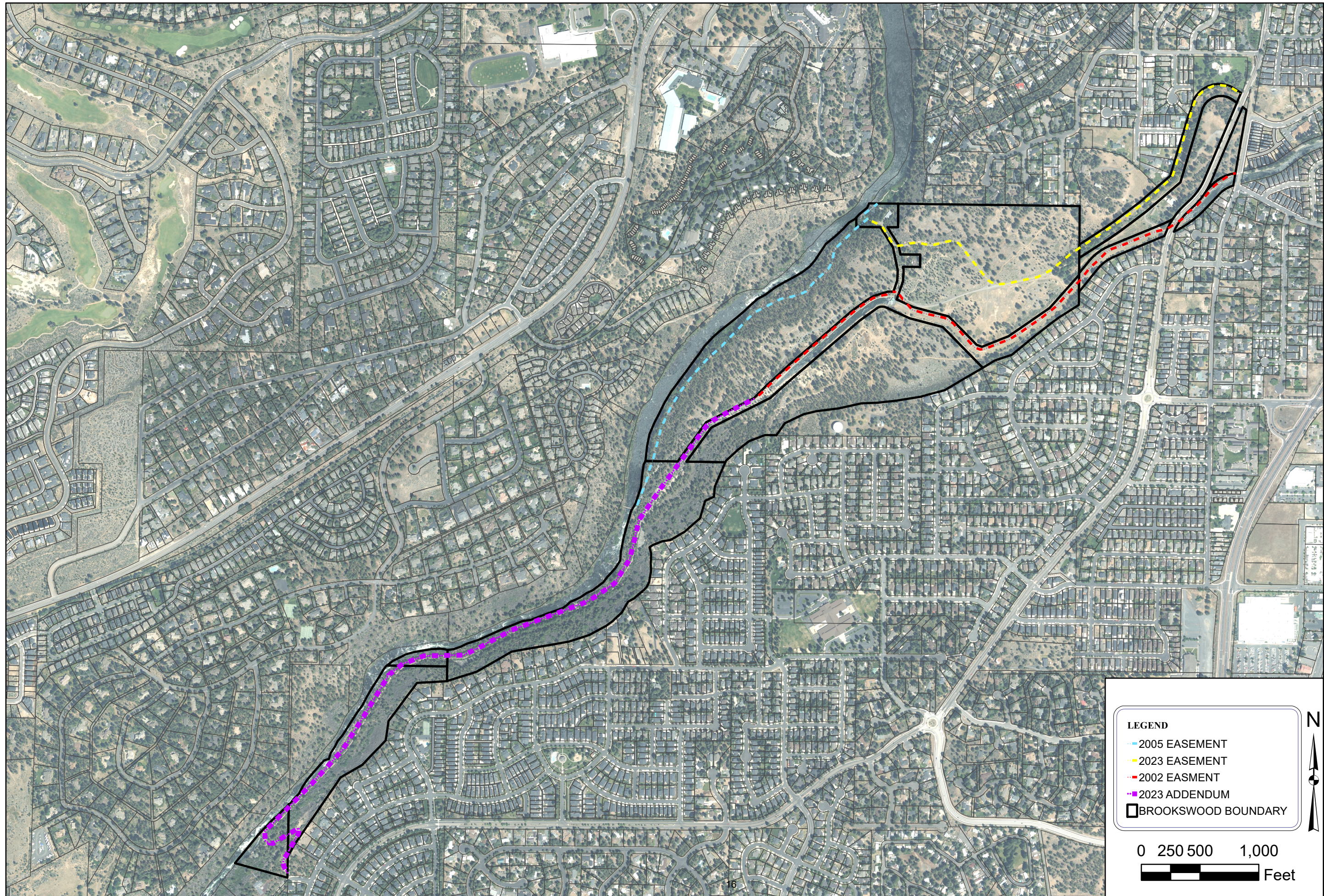
BEND PARK & RECREATION DISTRICT

BY:

Its:

DATE:

Exhibit 1
2023 Addendum Trail Map



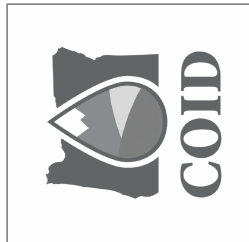
LEGEND

- 2005 EASEMENT
- 2023 EASEMENT
- 2002 EASEMENT
- 2023 ADDENDUM
- BROOKWOOD BOUNDARY

0 250 500 1,000
Feet



**2023 SPP BPRD TRAILS EXHIBIT
BROOKWOOD PROPERTY
CENTRAL OREGON IRRIGATION DISTRICT
BEND, OREGON**



After recording, return to:
 Central Oregon Irrigation District
 Attn: Craig Horrell
 1055 SW Lake Court
 Redmond, OR 97756

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

TRAIL EASEMENT

This **TRAIL EASEMENT** (this "**Easement**"), to be effective upon its recording in Deschutes County, Oregon, is made and executed by and between **CENTRAL OREGON IRRIGATION DISTRICT**, an Oregon municipal corporation ("**Grantor**") and **BEND PARK & RECREATION DISTRICT**, an Oregon special district ("**Grantee**").

WITNESSETH

WHEREAS, Grantor is the owner of that certain real property located in the City of Bend, Deschutes County, Oregon and referenced as Tax Property _____ Tax Map _____ (the "**Property**") and as more particularly described on the attached Exhibit A.

WHEREAS, Grantee wishes to have, and Grantor has agreed to grant an easement over, the Property for a trail to connect existing public right of way to the Deschutes River, at a location generally adjacent to the power house for Grantor's Central Oregon Siphon Hydroelectric Project No. 3571.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, a perpetual non-exclusive easement in gross over, under, through and upon a portion of the Property described in the attached Exhibit B and depicted on the attached Exhibit C (the "**Easement Area**") for purposes of constructing, repairing, maintaining, inspecting, operating, improving, and providing the public with recreational access to a trail and related improvements located within the Easement Area (collectively, the "**Trail**"). No improvements, structures or obstructions to public use of the Trail, such as landscaping or fencing, may be placed in the Easement Area without the consent of Grantee. This Easement is made subject to all exceptions to title on file or of record in the Official Records of Deschutes County, Oregon.

2. **Use Restrictions.** In no event may the public operate motorized vehicles (other than as required to comply with Americans with Disability Act and for electronic bicycles and

similar personal modes of transportation consistent with Grantee's then current rules and regulations) and/or conduct any commercial activities within the Easement Area without the prior written consent of Grantor. Use of the Easement Area by the public shall at all times be subject to Grantee's then current rules and regulations; provided, however, Grantee's failure to enforce the limitations on the scope of public use in this Easement shall not be grounds for termination of this Easement.

3. **Maintenance.** Except as provided in Section 4, the cost of constructing, maintaining, and repairing the Trail, and all other improvements within the Easement Area, shall be the sole responsibility of Grantee. Notwithstanding anything in this Easement to the contrary, Grantee may operate motor vehicles and other motorized equipment within the Easement Area for the purposes of constructing and maintaining the Trail and for emergency access.

4. **Reservation of Rights to Use Easement Area.** Grantor retains the right to use: (i) the Easement Area as long as Grantor's use of the Easement Area is not incompatible with use of the Easement Area by the Grantee or the public, and (ii) to the extent such use is not incompatible with use of the Easement Area, the subsurface areas of the Easement Area in such manner as Grantor shall deem proper. Grantor specifically reserves the right to allow utility lines to be installed under, across and within the Easement Area, provided such utility lines do not materially interfere with the public's use of the Easement as a trail. Grantee shall not damage or cause interference with the operations of any improvements or facilities installed by Grantor or other authorized users of the Easement. Grantor shall repair any damage caused to the Trail and related improvements in the Easement Area resulting from Grantor's use of the Easement Area.

5. **Obligations of Grantee.** In making use of the Easement, Grantee shall:

a. Use reasonable efforts to provide for the safety and convenience of all persons using the Easement Area; and

b. Maintain, repair and replace the Trail and related improvements within the Easement Area so that they are in good order, condition and repair and continuously safe for public use. In the event of any damage or destruction to the Easement Area, Grantee shall, except as provided in Section 4 above, promptly repair it to substantially the same condition as existed immediately prior to such damage or destruction. Grantee's obligations hereunder include, without limitation, trash removal, erosion control and sign maintenance.

c. Maintain vegetation within the Easement Area in accordance with Grantee's then-current practices for maintaining similar vegetation and natural areas.

6. **Binding Effect; Easement Runs with Property.** Grantee may not assign or transfer its interest in this Easement without Grantor's prior written consent, which shall not be unreasonably withheld. Subject to the foregoing, Grantor and Grantee agree that this Easement shall benefit and burden the parties, their respective heirs, successors and assigns, and any other party with an interest in the Property.

7. **Relocation.** The owner of the Property will have the right, at its option, to relocate the Easement Area to another course over and across the Property from time to time,

provided that: (i) Grantor provides Grantee with no less than 30 days' advance written notice of its intent to exercise its relocation option; (ii) Grantee approves of the relocation, which approval shall not be unreasonably withheld provided the relocated Easement Area is a minimum of 20 feet and provides access to the Deschutes River consistent with the access presently provided; (iii) Grantor pays all expenses associated with the relocation of the Trail and related improvements, (iv) Grantor pays all expenses associated with the documentation and recording of the amendment to effect such relocation; and (v) the present location of the Easement Area remains open for its intended use, and Grantee need not execute any amendment to this Easement, until the Trail and related improvements have been constructed and public access exists in the relocated Easement Area.

8. **Modification and Amendment.** No amendment, modification, or assignment of this Easement shall be effective until the written instrument setting forth its terms has been approved, executed, and acknowledged by the parties hereto and recorded in the real property records of Deschutes County, Oregon.

9. **Liens.** Grantee shall not permit any claim, lien or other encumbrance arising from Grantee's use of the Easement Area to accrue against or attach to the Easement Area or the Property.

10. **Indemnity.** Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, Grantee shall indemnify, defend and hold harmless Grantor, its heirs and assigns for, from and against any and all claims, liabilities, costs and expenses arising out of: (a) any act or omission of Grantee in connection with the construction, operation, or maintenance of Grantee's improvements within the Easement Area, including the Trail, or (b) the failure of Grantee to comply with the terms and provisions of this Easement. Subject to Grantor's obligations under Section 4, Grantor shall have no liability to Grantee, third parties, or the public arising out of the condition, improvement, maintenance, repair or replacement of the Easement Area or the use thereof.

11. **Arbitration.** In the event of a disagreement concerning this Easement, Grantor and Grantee shall initially attempt to resolve this matter in good faith. In the event the parties are unable to successfully resolve any such dispute, such dispute shall be resolved before a single arbitrator in accordance with the then-current rules of the Arbitration Service of Portland, Inc., and judgement upon the award rendered pursuant to such arbitration may be entered in any court having jurisdiction. Venue for such arbitration shall be in Bend, Oregon. The decision of the arbitrator shall be final and binding on the parties, and the fee of the arbitrator shall be shared equally by the parties.

12. **Attorney Fees.** If any arbitration, action, suit, and/or proceeding is instituted to interpret, enforce, and/or rescind this Easement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's attorney fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, action, suit, or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

13. **Severability.** If any term or provision of this Easement shall, to any extent or in any respect, be held invalid or unenforceable, the validity or enforceability of the term or provision in any other extent or respect, and the enforceability of the other terms and provisions of this Easement shall not be affected thereby. Any reading of a term or provision causing invalidity or unenforceability will yield to a construction permitting enforcement to the maximum extent permitted by applicable law.

14. **Waiver.** No waiver of any breach of any of the easements, covenants or agreements contained herein shall be construed as, or constitute, a waiver of any other breach or a waiver, acquiescence in, or consent to any further or succeeding breach of the same or any other easement, covenant, or agreement.

15. **Representation.** Each party acknowledges that such party has consulted with such party's own legal counsel or has knowingly waived the right to do so. The rule of construction that ambiguities be resolved against the drafter shall expressly not apply to this Easement.

[SIGNATURES ON NEXT PAGES]

IN WITNESS WHEREOF, Grantor and Grantee have signed this Easement effective this ____ day of _____, 2023.

GRANTOR:

Central Oregon Irrigation District,
an Oregon special district

By: _____

Name: _____

Title: _____

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on this ____ day of _____, 2023, by _____, as _____ of Central Oregon Irrigation District, an Oregon municipal corporation.

Notary Public for Oregon

[SIGNATURES CONTINUE ON NEXT PAGES]

GRANTEE:

Bend Park & Recreation District,
an Oregon special district

By: _____
Name: _____
Title: _____

State of Oregon)
) ss.
County of Deschutes)

This instrument was acknowledged before me on this ____ day of _____, 2023, by DON HORTON, as Executive Director of Bend Park & Recreation District, an Oregon special district.

Notary Public for Oregon

Exhibit A
Description of the Property

[To be inserted]

Exhibit B
Description of Easement Area



AKS ENGINEERING & FORESTRY, LLC
 12965 SW Herman Road, Suite 100, Tualatin, OR 97062
 P: (503) 563-6151 | www.aks-eng.com

AKS Job #6222

OFFICES IN: BEND, OR - KEIZER, OR - TUALATIN, OR - VANCOUVER, WA

EXHIBIT B

Trail Easement

A strip of land 20.00 feet wide (being 10.00 feet on both sides of the following described centerline), located in the Northeast One-Quarter of Section 7 and the Northeast One-Quarter of Section 8, Township 18 South, Range 12 East, Willamette Meridian, City of Bend, Deschutes County, Oregon, and the centerline being more particularly described as follows:

Beginning at a point on the westerly right-of-way line of Brookwood Boulevard (30.00 feet from centerline), said point bears North $20^{\circ}48'25''$ West 259.70 feet from the northwest corner of Lot 1 of the plat "Riverwalk", recorded as Instrument Number 2018-05968, Deschutes County Official Records; thence leaving said westerly right-of-way line, North $54^{\circ}02'16''$ West 18.89 feet; thence along a curve to the left with a Radius of 260.37 feet, a Central Angle of $92^{\circ}42'17''$, an Arc Length of 421.28 feet, and a Chord of South $79^{\circ}36'35''$ West 376.81 feet; thence along a compound curve to the left with a Radius of 100.00 feet, a Central Angle of $17^{\circ}21'49''$, an Arc Length of 30.31 feet, and a Chord of South $24^{\circ}34'32''$ West 30.19 feet; thence South $15^{\circ}53'38''$ West 204.17 feet; thence South $12^{\circ}39'19''$ West 91.00 feet; thence South $11^{\circ}47'02''$ West 215.69 feet; thence along a curve to the right with a Radius of 50.00 feet, a Central Angle of $18^{\circ}43'02''$, an Arc Length of 16.33 feet, and a Chord of South $21^{\circ}08'33''$ West 16.26 feet; thence South $27^{\circ}07'14''$ West 151.78 feet; thence South $48^{\circ}51'34''$ West 371.49 feet; thence along a curve to the right with a Radius of 50.00 feet, a Central Angle of $6^{\circ}17'41''$, an Arc Length of 5.49 feet, and a Chord of South $52^{\circ}00'25''$ West 5.49 feet; thence South $55^{\circ}09'16''$ West 173.51 feet; thence South $54^{\circ}08'24''$ West 454.48 feet; thence South $57^{\circ}22'19''$ West 35.39 feet; thence South $53^{\circ}43'09''$ West 33.37 feet; thence South $50^{\circ}22'45''$ West 112.84 feet; thence along a curve to the left with a Radius of 100.00 feet, a Central Angle of $6^{\circ}24'08''$, an Arc Length of 11.17 feet, and a Chord of South $47^{\circ}10'41''$ West 11.17 feet; thence South $43^{\circ}58'37''$ West 50.61 feet; thence along a curve to the right with a Radius of 100.00 feet, a Central Angle of $9^{\circ}38'43''$, an Arc Length of 16.83 feet, and a Chord of South $48^{\circ}47'58''$ West 16.81 feet; thence South $53^{\circ}37'20''$ West 38.94 feet; thence South $57^{\circ}27'08''$ West 39.98 feet; thence along a curve to the right with a Radius of 100.00 feet, a Central Angle of $6^{\circ}54'11''$, an Arc Length of 12.05 feet, and a Chord of South $60^{\circ}54'14''$ West 12.04 feet; thence South $64^{\circ}21'19''$ West 18.44 feet; thence along a curve to the right with a Radius of 100.00 feet, a Central Angle of $8^{\circ}08'30''$, an Arc Length of 14.21 feet, and a Chord of South $68^{\circ}25'34''$ West 14.20 feet; thence South $72^{\circ}29'49''$ West 29.04 feet; thence South $75^{\circ}21'43''$ West 115.67 feet; thence South $78^{\circ}14'59''$ West 212.11 feet; thence along a curve to the right with a Radius of 100.00 feet, a Central Angle of $61^{\circ}38'44''$, an Arc Length of 107.59 feet, and a Chord of North $70^{\circ}55'39''$ West 102.48 feet; thence North $40^{\circ}06'17''$ West 172.69 feet; thence North $41^{\circ}14'32''$ West 45.11 feet; thence North $41^{\circ}14'32''$ West 37.53 feet; thence along a curve to the right with a Radius of 100.00 feet, a Central Angle of $5^{\circ}30'28''$, an Arc Length of 9.61 feet, and a Chord of North $38^{\circ}29'18''$ West 9.61 feet; thence North $35^{\circ}44'04''$ West 53.98 feet; thence North $35^{\circ}59'33''$ West 59.09 feet; thence along a curve to the left with a Radius of 90.00 feet, a Central Angle of $62^{\circ}13'09''$, an Arc Length of 97.73 feet, and a Chord of North $67^{\circ}06'07''$ West 93.00 feet; thence South $81^{\circ}47'18''$ West 38.54 feet; thence along a curve to the left with a Radius of 100.00 feet, a Central Angle of

4°38'09", an Arc Length of 8.09 feet, and a Chord of South 79°28'14" West 8.09 feet; thence South 77°09'09" West 80.31 feet; thence along a curve to the right with a Radius of 200.00 feet, a Central Angle of 22°11'18", an Arc Length of 77.45 feet, and a Chord of South 88°14'48" West 76.97 feet; thence North 80°39'33" West 46.61 feet; thence North 84°09'02" West 39.75 feet; thence North 88°55'19" West 35.60 feet; thence along a curve to the left with a Radius of 100.00 feet, a Central Angle of 16°30'23", an Arc Length of 28.81 feet, and a Chord of South 82°49'29" West 28.71 feet; thence South 74°34'18" West 30.74 feet; thence South 75°11'58" West 43.84 feet; thence along a curve to the right with a Radius of 75.00 feet, a Central Angle of 75°48'19", an Arc Length of 99.23 feet, and a Chord of North 66°53'53" West 92.15 feet; thence North 28°59'43" West 134.06 feet; thence along a curve to the left with a Radius of 75.00 feet, a Central Angle of 42°18'43", an Arc Length of 55.39 feet, and a Chord of North 50°09'04" West 54.14 feet; thence North 71°18'27" West 120.36 feet to the Point of Terminus, being a point on the easterly line of a 20.00 foot wide trail easement per Instrument Number 2005-20154, Deschutes County Official Records, said point bears South 75°09'45" West 502.92 feet from the northeast corner of the southwest one-quarter of the northeast one-quarter of said Section 7.

The sidelines of the above described strip of land shall be extended and shortened to terminate at said westerly right-of-way line of Brookwood Boulevard and the easterly easement line of said Instrument Number 2005-20154.

The above described tract of land contains 1.98 acres, more or less.

The Basis of Bearings for this description is based on Survey Number CS 21066, Deschutes County Official Records.

6/1/2023

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LAND SURVEYOR

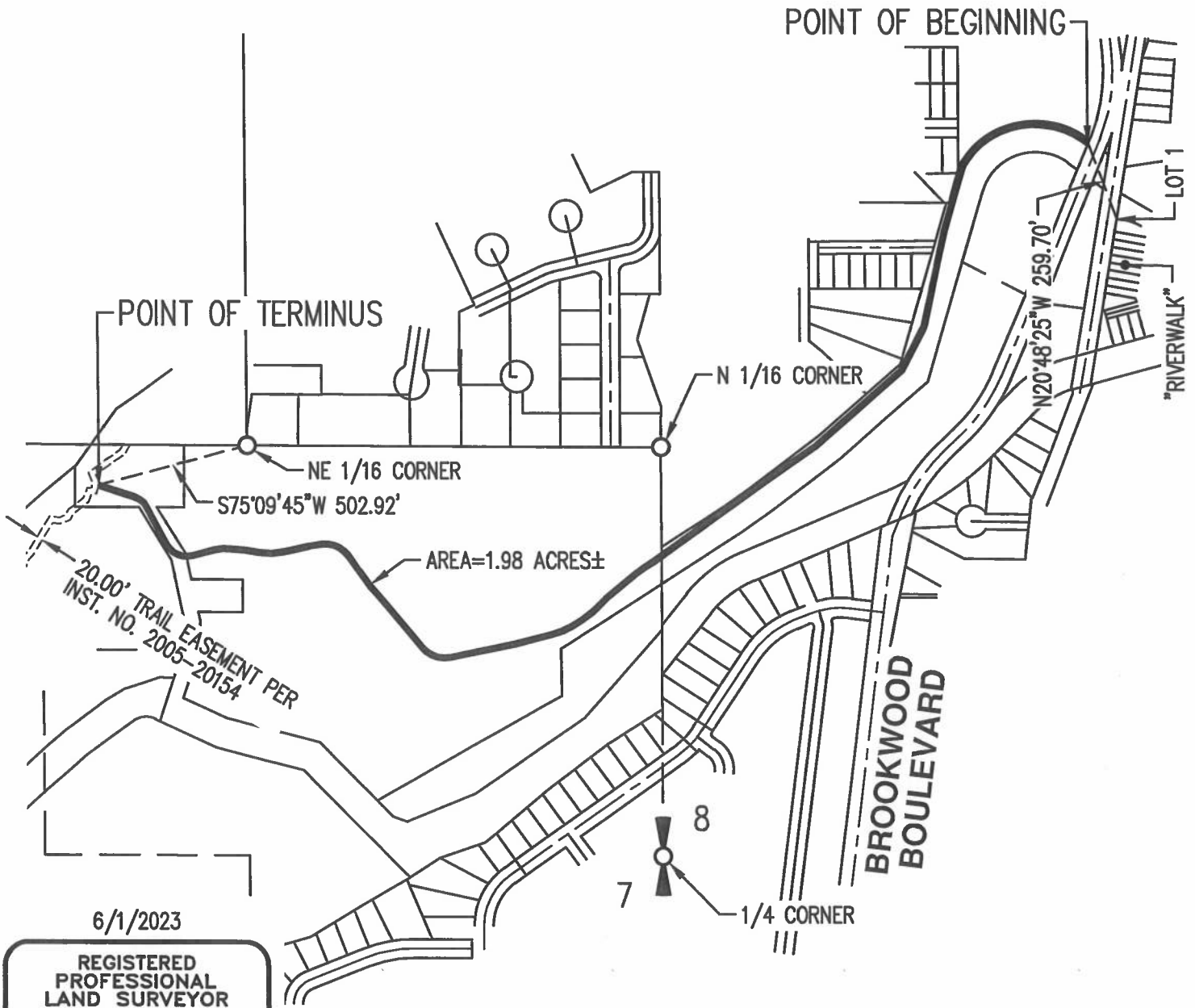
Michael S. Kalina

OREGON
JANUARY 12, 2016
MICHAEL S. KALINA
89558PLS
RENEWS: 6/30/25

Exhibit C
Depiction of Easement Area

EXHIBIT C

A STRIP OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 7 AND
THE NORTHWEST 1/4 OF SECTION 8,
TOWNSHIP 18 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN,
CITY OF BEND, DESCHUTES COUNTY, OREGON



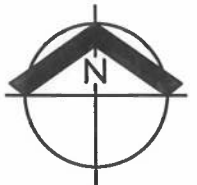
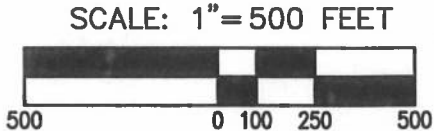
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12965 SW HERMAN RD, STE 100
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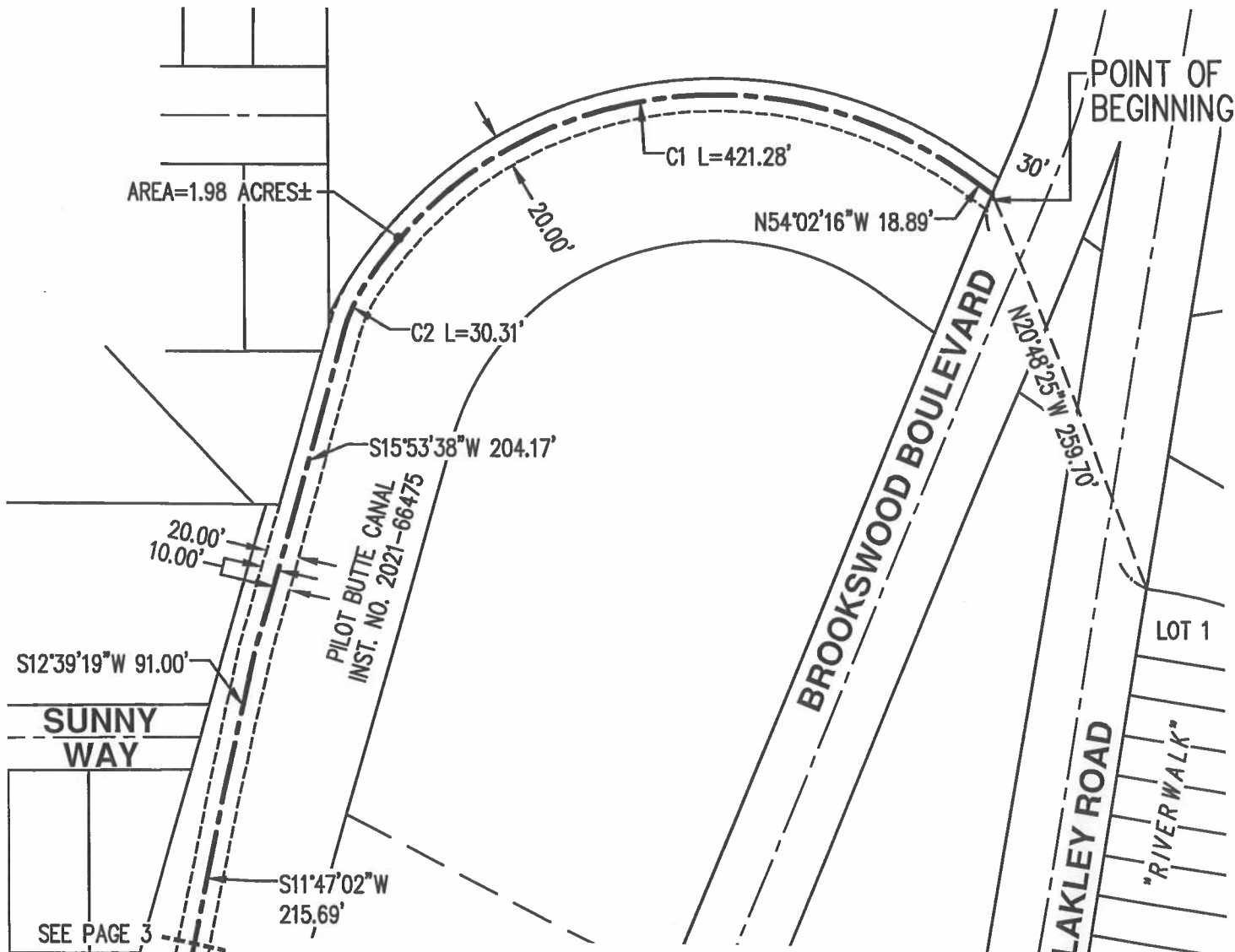


TRAIL EASEMENT

DRWN: WCB	CHKD: MSK
AKS JOB: 6222	EXHIBIT C

EXHIBIT C

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 TOWNSHIP 18 SOUTH, RANGE 12 EAST, WILLAMETTE MERIDIAN,
 CITY OF BEND, DESCHUTES COUNTY, OREGON



CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD
C1	260.37'	92°42'17"	421.28'	S79°36'35"W 376.81'
C2	100.00'	17°21'49"	30.31'	S24°34'32"W 30.19'

6/1/2023

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Michael S. Kalina

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 JANUARY 12, 2016
 MICHAEL S. KALINA
 89558PLS

RENEWS: 6/30/25

SCALE: 1" = 100 FEET



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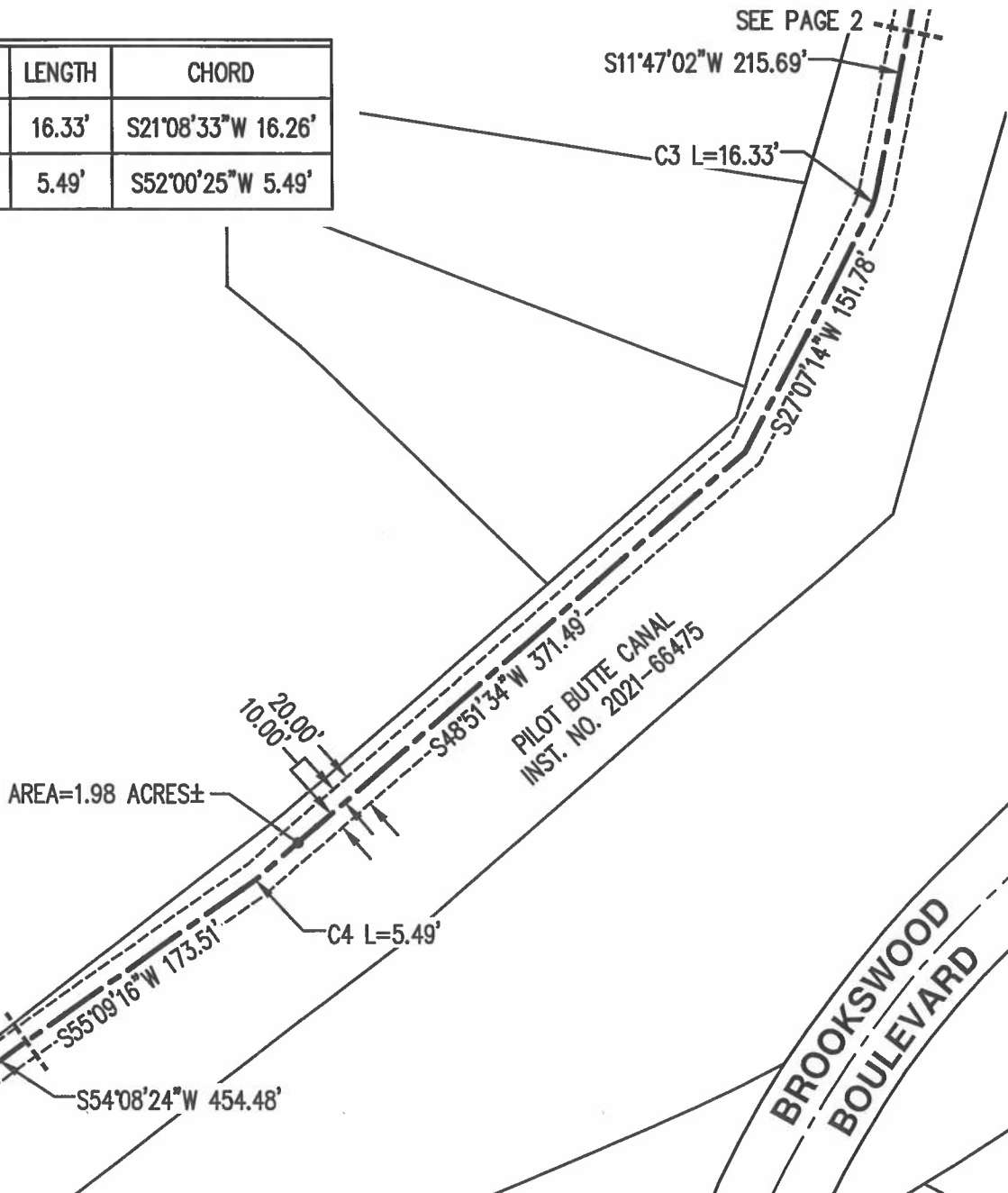
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CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD
C3	50.00'	18°43'02"	16.33'	S21°08'33"W 16.26'
C4	50.00'	6°17'41"	5.49'	S52°00'25"W 5.49'



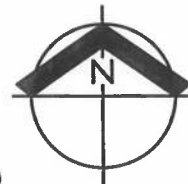
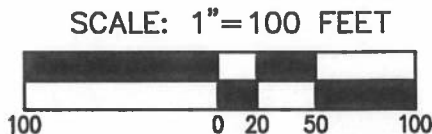
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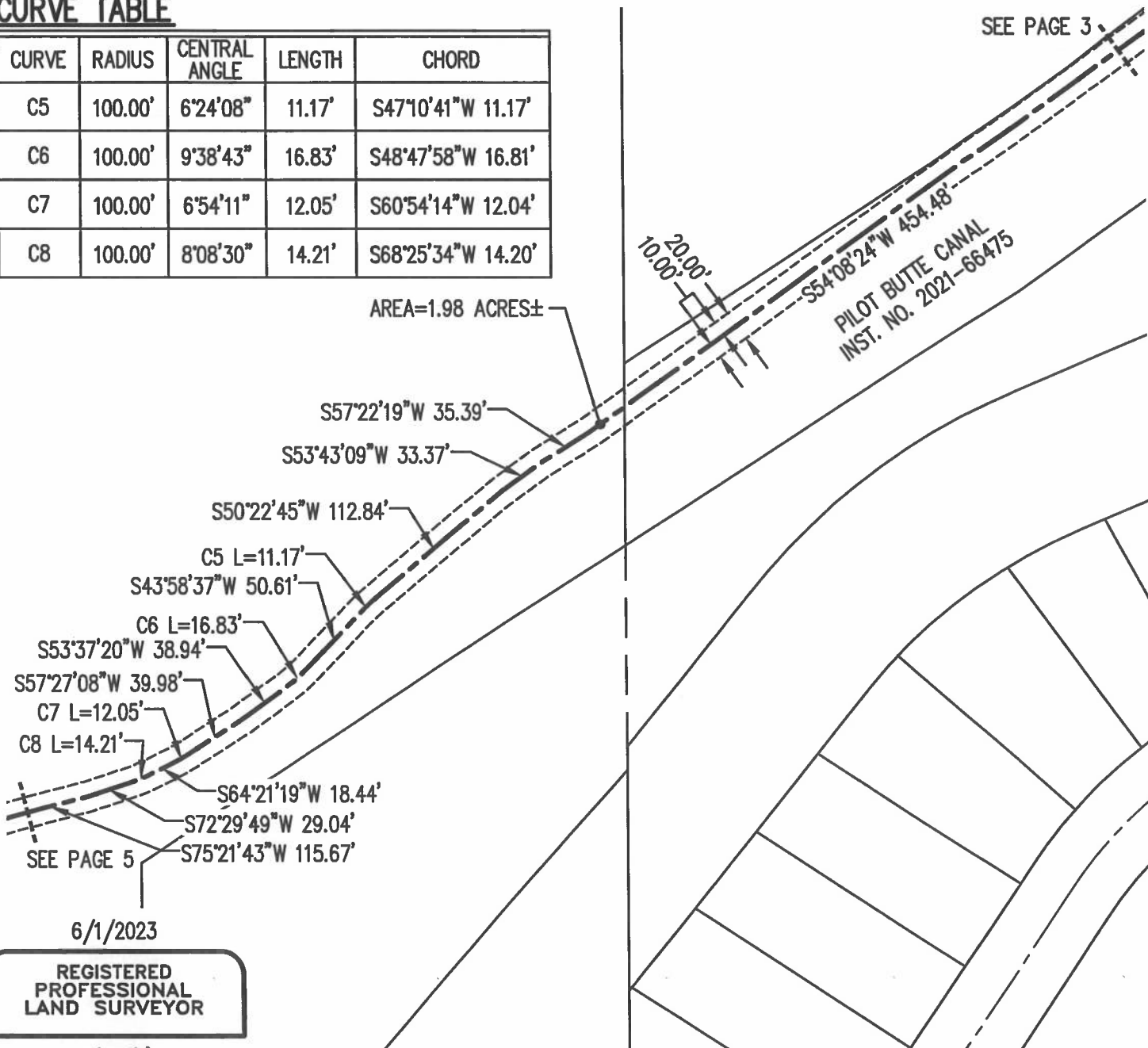
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CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD
C5	100.00'	6°24'08"	11.17'	S47°10'41"W 11.17'
C6	100.00'	9°38'43"	16.83'	S48°47'58"W 16.81'
C7	100.00'	6°54'11"	12.05'	S60°54'14"W 12.04'
C8	100.00'	8°08'30"	14.21'	S68°25'34"W 14.20'



AREA=1.98 ACRES±

SEE PAGE 3

PILOT BUTTE CANAL
 INST. NO. 2021-66475

SEE PAGE 5

6/1/2023

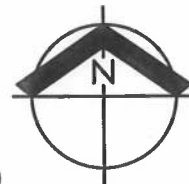
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RENEWS: 6/30/25

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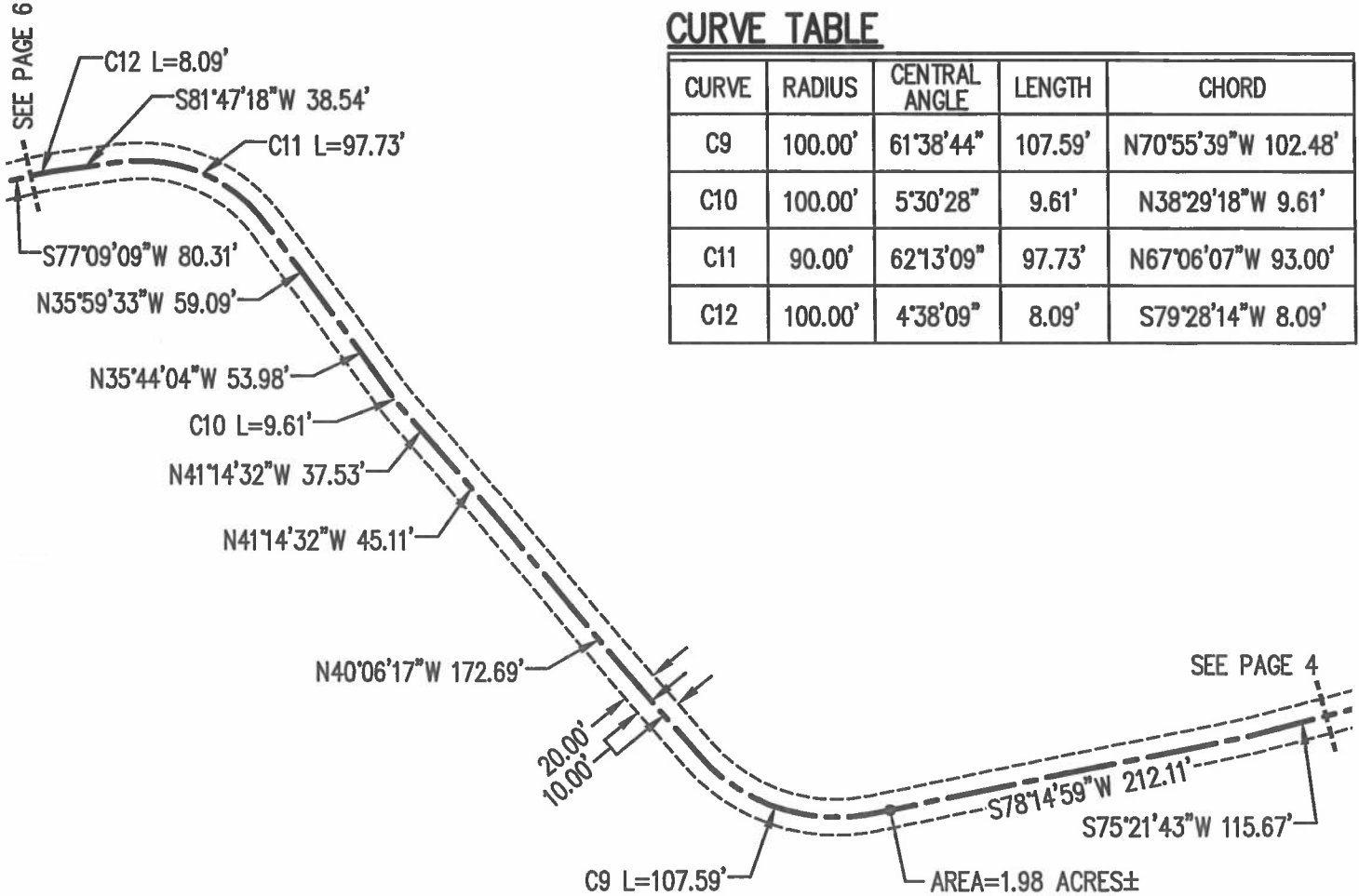
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 CITY OF BEND, DESCHUTES COUNTY, OREGON

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD
C9	100.00'	61°38'44"	107.59'	N70°55'39"W 102.48'
C10	100.00'	5°30'28"	9.61'	N38°29'18"W 9.61'
C11	90.00'	62°13'09"	97.73'	N67°06'07"W 93.00'
C12	100.00'	4°38'09"	8.09'	S79°28'14"W 8.09'



6/1/2023

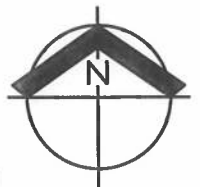
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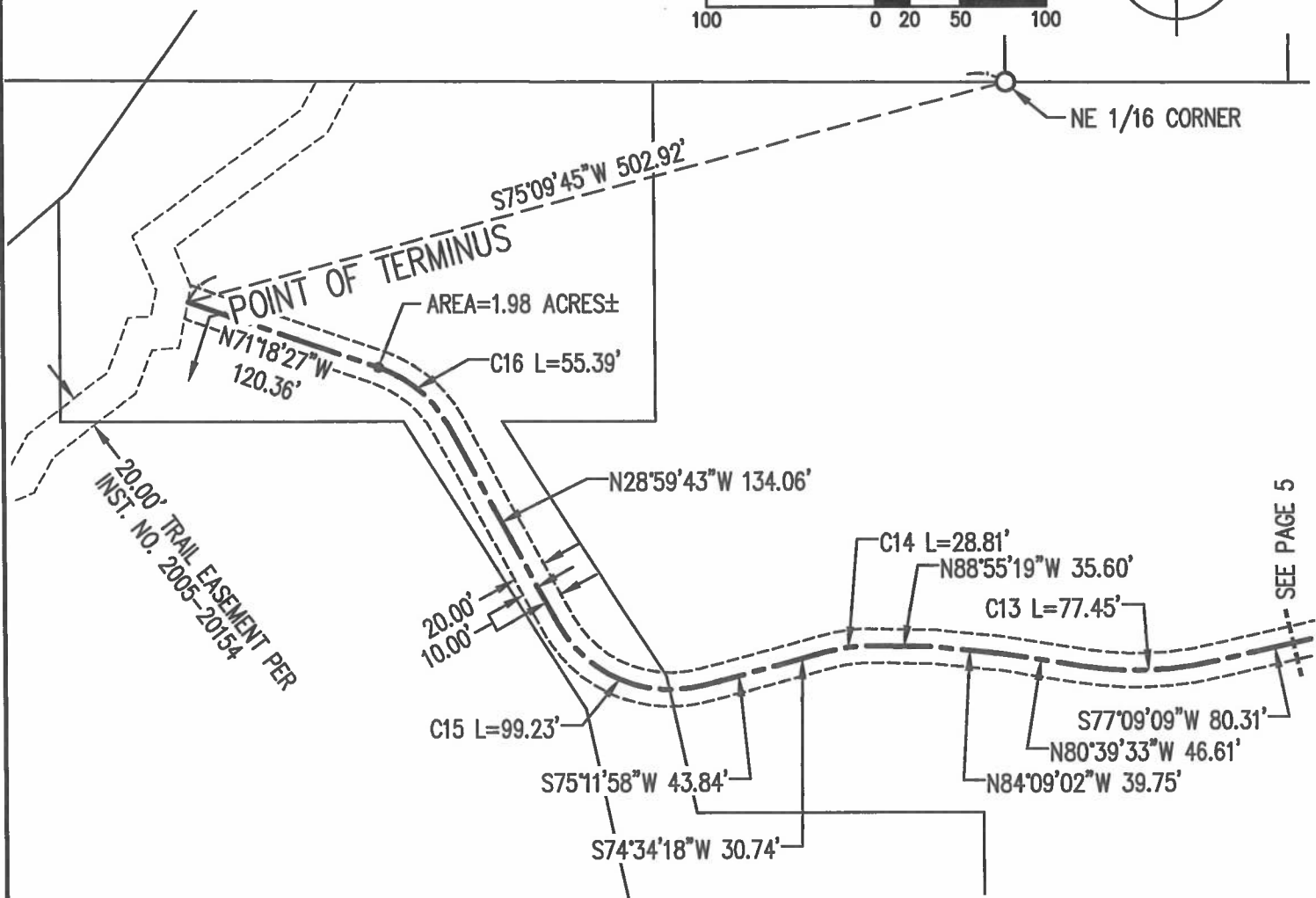
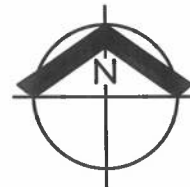
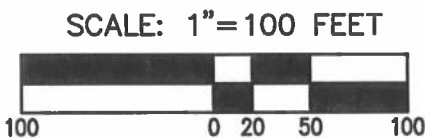
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SEE PAGE 5

6/1/2023

REGISTERED
 PROFESSIONAL
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Michael S. Kalina

OREGON
 JANUARY 12, 2016
 MICHAEL S. KALINA
 89558PLS
 RENEWS: 6/30/25

CURVE TABLE

CURVE	RADIUS	CENTRAL ANGLE	LENGTH	CHORD
C13	200.00'	22°11'18"	77.45'	S88°14'48"W 76.97'
C14	100.00'	16°30'23"	28.81'	S82°49'29"W 28.71'
C15	75.00'	75°48'19"	99.23'	N66°53'53"W 92.15'
C16	75.00'	42°18'43"	55.39'	N50°09'04"W 54.14'

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TRAIL EASEMENT

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DRWN: WCB	CHKD: MSK
AKS JOB: 6222	EXHIBIT C

BOARD AGENDA COMMUNICATION

AGENDA DATE:	June 20, 2023
SUBJECT:	Business Use in Parks
STAFF RESOURCE:	Michael Egging, Recreation Business Manager Matt Mercer, Director of Recreation Services
PREVIOUS BOARD ACTION:	January 21, 2014 – Board approved Business Operations in Parks and Facilities Policy March 2, 2010 - Board approved Concessions/Sales in Parks and Facilities Policy
ACTION PROPOSED:	Approve Business Use in Parks Board Policy
STRATEGIC PLAN:	
Pillar:	Community Relationships Operations & Management Practices
Outcome:	Exceptional customer and community experiences Financial well-being supported by strong business practices
Strategy:	Provide exceptional experiences during each facet of the customer's interaction with the District. Plan for long-term financial health.

BACKGROUND

On July 19, 2022, the board approved the “Event Rentals in Parks” policy to address the use of parks for a wide range of public and private events in the parks, including festivals, concerts, athletic events, organization and family gatherings, etc. This policy consolidated two previous, highly administrative policies into a more principal-based approach to event use of parks. At that time, staff informed the board that staff would be drafting a similar revision and consolidation to policies regarding business use in parks which shares some of the same policy considerations as event rentals in parks.

Staff has since completed a draft “Business Use in Parks” policy which combine two policies: "Concession/Sales in Parks and Facilities" and "Business Operations in Parks and Facilities". The previous policies had become outdated, unintentionally restrictive and increasingly difficult to apply to the diverse business-related requests we regularly receive. The new policy has current and more comprehensive definitions for different types of commercial activities and provides principal-based policy direction to guide staff decision making when considering individual requests and determining appropriate commercial activities in parks.

In recent years, our community has continued to evolve. We've witnessed growth in population, a

shift in demographics, and changing recreational habits and preferences. Notably, our statistically-valid surveys have shown increased support for more commercial activities in our parks although there also remains significant support in limiting commercial activities.

The new policy recognizes that the park system's primary purpose is to serve as a place for recreation and connection to nature, but it also recognizes the potential benefits that well-managed commercial activities, especially those that enhance the primary park experience, can bring to our park users and the broader community. The new policy provides a principal-based framework to filter proposals and guide decisions that balance commercial activity with the interests of our community and the integrity and purpose of our parks.

BUDGETARY IMPACT

Business use fees are based on board-approved cost recovery guidelines. Generally, these uses will be in the Private Benefit Service category and therefore are expected to recover all costs associated with the use and contribute revenue to support overall district operations. Overall the new policy is expected to provide more opportunities for revenue.

STAFF RECOMMENDATION

Staff recommends the board approve the final draft of the Business Use in Parks Policy and abolish the board-approved 2014 Business Operations in Parks and Facilities and 2010 Concessions/Sales in Parks and Facilities policies.

MOTION

I make a motion to adopt the Business Use in Parks Policy as presented and to abolish the board-approved 2014 Business Operations in Parks and Facilities and 2010 Concessions/Sales in Parks and Facilities policies.

ATTACHMENT

Attachment A: Draft Business Use in Parks Board Policy
Attachment B: Concession Sales in Parks and Facilities
Attachment C: Business Operations in Parks and Facilities

Deb Schoen, Chair

Page 1 of 4

Business Use in Parks

Purpose

To establish Board Policy for business and commercial activities in the parks. This policy is intended to articulate the district's philosophy regarding commercial activities in the parks, including concession sales, equipment rentals, instructional activities, and more, whether operated by the district, a business, non-profit or individual. This policy does not apply to park rentals and special events, such uses are addressed in a separate Event Rentals in Parks Board Policy.

Philosophy

The primary purpose of parks is to provide public access to open space for personal enjoyment, including, but not limited to leisure, recreation and connecting with nature. To ensure this purpose, commercial and business activity in parks is limited to services that complement or support park use and do not negatively impact the park experience.

Appropriate and well-operated commercial activities can provide valuable public benefits, including:

- Increased amenities, such as food and beverages and equipment rental services, can enhance the park visitors' experience. In some cases, these may even serve a public safety purpose.
- Convenient access within park premises can reduce the need for park users to travel to other locations for desired services.
- Additional revenue through rent, shared revenue, and other fees can offset park maintenance costs or provide revenue to support other public services.
- Commercial activity can result in job creation and contribution to the local economy.
- Amenities and services can help create a vibrant community atmosphere and attractive destinations.

Types of Commercial Activities

For purposes of this policy and the administration of the Business Use in Parks program, business activity is defined in the following three categories:

Concession Operations: These include the sale of food and beverage, rental of equipment and access to special amenities, further described in the following. These services are generally available to all park users during operational hours. Some concession operations may offer advanced registration.

Reviewer: Board of Directors
Last Review Date: N/A
Next Review Date: 2028
Review Schedule: 5 years

- **Food and Beverage:** Intended for consumption in parks serving the desire or need for refreshments among park visitors.
- **Equipment Rentals:** Equipment intended to support and enhance the park user's experience, such as river tubes, stand-up paddleboards, and bicycles.
- **Special Services:** Amenities and services that are not normally available in parks but can enhance the experience of park users (e.g. portable saunas/spas, play features, amusement rides, skill courses, massage, etc.)

Instructional Programs: These include organized instructed or led activities that typically require advance registration, further described in the following. Most of these are recurring activities that operate on a regular schedule and have predetermined limitations on participation.

- **Fitness Classes:** These range from personal training to larger group exercise classes.
- **Educational Programs:** These include photography classes, environmental education classes, fishing, art, music, drawing, or painting instruction.
- **Tour Services:** Guided tours that either use a park facility as staging space and/or involve traveling within the park.
- **Youth Camps:** These provide a structured setting and a variety of activities that serve youth of varying ages, usually in a half-day to full-day format.

Other Merchandise and Services: These include the promotion or sales of non-food and beverage products such as clothing, art, jewelry, etc. and promotion or sales of services that do not occur in the parks.

Policy Guidelines

Concession Operations: The location, frequency, and type of concession operations, including food and beverage, equipment rentals and other services, are determined by the district. The district may choose to operate the concessions internally or contract the service to others. Contracted concession operators are chosen by the district, typically through a competitive procurement process, such as a request for proposals. The duration of contracts will consider the amount of initial investment required to develop the operations. At the conclusion of the contracted period, the district will reevaluate the concession operations in a manner consistent with this policy, and if determined to continue, the opportunity will normally be offered through another competitive procurement process. To encourage creativity and innovation, businesses or individuals may also submit unique concession proposals for district consideration. Such proposals may be awarded a pilot program by the district through a short-term contract. The pilot program will be used to evaluate the success and suitability of the service in the park's context. Upon expiration of the short-term pilot program, the district may solicit further concession services in a manner consistent with this policy.

Instructional Programs: Businesses, non-profits and individuals may apply for a permit at any time to provide instructional activities in designated parks. The district determines locations where instructional programs are permitted, including the days and times that the locations are available and the capacity.

There is no competitive process for instructional programs; however, the following priority will be used when multiple entities request the same location and time. First priority will be given to district-provided programs and services, including those provided by partner organizations and independent contractors conducting business on behalf of the district. Second priority will be given to entities that have historically conducted activities at the time or location and are in good standing. The remaining locations and times will be granted on a first-come, first-served basis, provided the application has been approved.

Other Merchandise and Services: These are typically not allowed unless they are a part of an approved event park rental or an approved concession operation.

Permits

All individuals, organizations, and businesses seeking to conduct business activities within parks must obtain and possess any necessary approvals, permits and licenses as required by the district and other governmental entities.

The district waives its requirement for permits for business activities that adhere to all of the following:

- Activity serves less than five people, including staff.
- Activity is not a regularly scheduled, recurring service.
- Activity is not marketed to the public as occurring in the park.
- Activity does not require any specific park space, facility or amenity and has minimal impact on other park users.
- Activity does not involve the sale or promotion of merchandise.

Applications for business activities will be reviewed for the availability and suitability of the requested park based on the following criteria, which include, but are not limited to:

- The nature and scope of the business activity, including the expected number of participants, planned operations, area footprint, and schedule, inclusive of setup and cleanup.
- Available infrastructure to support the business activity, such as parking, restrooms, water, electricity, stage, shelters, etc.
- Potential conflicts with other park users, events, or programs.
- Degree of impact on the park, including effects on turf, trees, landscaping, natural areas, and facilities.
- Level of impact on the neighborhood, including parking, traffic, noise, and congestion.
- The business entity's plan to manage its operations and mitigate any impacts.

District staff may approve a request as submitted, approve it with modifications, or deny it. A written logistics plan may be required. District staff will provide options wherever feasible; however, the district cannot guarantee that all requests can be accommodated. The district will have the final say on the logistics of the business activities. Failure to comply with the district's requested changes may result in the cancellation of the business activity and the denial of future applications.

If an individual or business entity disagrees with a decision, they may appeal the decision to the Executive Director. Appeals must be submitted in writing and will receive a response within ten business days. The decision of the Executive Director is final.

Fees

Fees for Business Use in Parks will be based on Cost Recovery Guidelines in the User Fees and Charges Board Policy. Generally, these uses will be in the Private Benefit Service category and therefore are expected to recover all costs associated with the use and contribute revenue to support overall district operations.

Instructional programs are usually based on a flat rental fee structure that considers the park used, the duration of the activity and the expected number of participants/attendees.

Concession operations are normally charged a percentage of gross revenue.

DRAFT



Concessions/Sales in Parks and Facilities

Philosophy

Parks, trails and recreation facilities provide people with places to connect to the natural environment and recreate in a wide variety of ways. The district believes that keeping the general use of parks and facilities commercial-free enhances the park and recreation experience.

Definitions

Concession: The act of operating a business on park district property on a one time or recurring basis. *Example: sales – food sales or bike rentals*

Concessionaire/vendor: A person, group, or business to whom a concession has been granted to operate a business or service. *Example: Rotary sells hot dogs; Rotary is the concessionaire/vendor.*

Policy

There will be no on-site sales of products or services to the general public on park district property *except as defined below.*

Community Special Events

Vendors/concessionaires may sell or solicit products or services in district parks in association with an authorized community event. In such cases, the vendor is a component of the event and is required to abide by all event organizer and other applicable district or government rules and regulations. Vendor agreements are with the event organizer not the district.

District Sporting Events

The district may contract with a concessionaire for the provision of services to benefit patrons during sporting events at designated parks. Contracts may be awarded for up to three years. Contracts will be reviewed for performance on an annual basis or more often if determined necessary by district staff. The district may seek requests for proposals (RFP) for concessionaire services at the end of a contract in accordance with district policies. Contracts will be reviewed and managed by the Sports Division in cooperation with the Business Manager.

District Parks and Facilities

The district may contract with a concessionaire at a district park or facility for a *district identified need that enhances the experience of patrons.* When appropriate, contracts may be awarded for up to three years. Contracts will be reviewed for performance on an

annual basis or more often if determined necessary by staff. The district may seek requests for proposals (RFP) for concessionaire services at the end of a contract in accordance with district policies. Contracts will be reviewed and monitored by a facility manager in cooperation with the Business Manager.

Park and Facility Rentals

Renters may sell products or services to private/invited guests in designated district rental facilities. See Rental and Special Use Permits.

Process for submitting requests for concessions as described above:

Proposals must be submitted in writing to Bend Park & Recreation District, 799 SW Columbia St. Bend, Oregon 97702 attention: Business Manager. Proposals must include name of business/concessionaire, contact information including mailing address, telephone number and email address, as well as a description of the proposal. A decision will be made and provided in writing within 30 days of receipt.

All contracts must be approved and signed by the Executive Director and submitted to the Business Manager for recordkeeping.

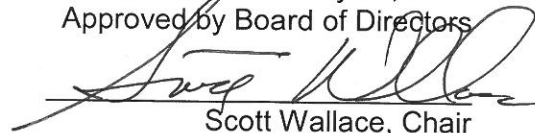
Exceptions to this policy require the authorization of the Executive Director.

Other related policies:

Rentals and Special Use Permit Policy
Partnership Policy



Board Policy
Approved Date: March 2, 2010
Amended: January 21, 2014
Approved by Board of Directors


Scott Wallace, Chair

Business Operations in Parks and Facilities

Philosophy

Parks, trails and recreation facilities provide people with places to connect to the natural environment and to recreate. Limiting commercialism in the park system allows the widest breadth of opportunities for individual interests to be served.

The burden of providing a site for the operation of a business rests on a business. Using publicly funded property as the venue for a business operation transfers the burden of care and maintenance of the property to taxpayers. Using tax payer money to subsidize a business is not in keeping with the district's commitment to responsible stewardship of public lands. Therefore, allowable business operations in parks will be limited to those defined in this policy. Use restrictions, evidence of insurance and fees and charges apply.

Definition

Business operations include, but are not limited to: sale, rental or promotion of merchandise or service; the provision of a paid service or program.

Park and Recreation District Rules and Regulations

Article 1, #4e: Conduct on District Property: People may not sell merchandise or services, or operate a concession on district property without permission of the district and must possess evidence of such approval.

Article 1, #4j: No person shall place signs, markers or instructions on district property without permission.

Article 10: No person shall organize, conduct or participate in any tournaments, camps or scheduled activity without prior authorization from the Executive Director or designee.

Administrative Policy

Business operations may occur as described below:

Public Events

Vendors/concessionaires may sell or rent products or services in district parks in association with an authorized community event. In such cases, the vendor is a component of the event and is required to abide by all event and other applicable district

or government rules and regulations. Vendor agreements are with the event organizer not the district.

Special Interest Concessions

The district may operate a business or contract with an independent contractor to operate a business on district park property to serve a district identified need, enhance the experience of patrons or addresses a community issue or need.

When appropriate, contracts may be awarded on an annual basis. Contracts will be reviewed for performance. The district may seek requests for proposals (RFP) for desired services in accordance with district policies.

Park and Facility Rentals

Renters may sell products or provide business services to private/invited guests in designated district rental facilities. Renters may not solicit, sell, market or otherwise promote a business to people outside the rental area.

Scheduled Activities/Programs

Businesses (for profit and non-profit) desiring to offer a program or activity to a group in a park require a permit, payment of park use rental fees, if applicable, and evidence of prescribed insurance. Examples of such activities include but are not limited to camps, recreation programs, fitness classes and instructional activities.

A permit may be granted for a one time use, repeated or annual use. A permit may be granted when the proposed program does not conflict with other known users, does not impede on the care and maintenance of the park, or does not detract from the general park visitor use or enjoyment. Other requirements may apply based upon the type of program and/or park use.

Leased Properties

Concessions and other business operations with leased properties will be addressed in lease agreements.

Processes:

A full description of processes and requirements associated with permitting business use on BPRD property can be found on the Bend Park and Recreation District website under Go outside/ Rent a Park or Facility.

All contracts must be approved and signed by the Executive Director and submitted to the Business Manager for recordkeeping.

Exceptions to this policy require the authorization of the Executive Director.

Supporting Policy or Documents

Administrative policy: Park Reservations and Permits

BOARD AGENDA COMMUNICATION

AGENDA DATE:	June 20, 2023
SUBJECT:	Shevlin West Park Site Naming
STAFF RESOURCE:	Rachel Colton, Park Planner
PREVIOUS BOARD ACTION:	None
ACTION PROPOSED:	Approve Name for the Shevlin West Park Site
STRATEGIC PLAN:	N/A

BACKGROUND

Per the adopted Park, Facility and Trail Naming Policy, a five-member Naming Committee makes recommendations to the board regarding the naming of district assets. The Naming Committee met on May 31, 2023 to discuss potential names for the Shevlin West neighborhood park property. Potential names considered by the committee included:

- Manzanita Meadows Park
- Wild Rose Park
- Cascade View Park
- Coyote Ridge Park
- Mt. Hood Park
- Skyline West Park

Additional information, including more details about each potential park name, is provided in the Naming Committee staff memorandum included as Attachment A of this report. After discussing the potential names, the Naming Committee members unanimously recommended Manzanita Ridge, a variation of one of the names suggested by staff and the community. More information about the committee's discussions related to the potential park name is provided in the Naming Committee May 31, 2023 meeting notes included as Attachment B of this report.

BUDGETARY IMPACT

Naming of the Shevlin West park site will have no direct budgetary impacts to the district. Park signage is already included in the budget for the park site, and the park's entry sign will include the approved park name.

STAFF RECOMMENDATION

Staff recommends that the board approve Manzanita Ridge Park as the name for the Shevlin West neighborhood park property.

MOTION

I make a motion to approve Manzanita Ridge Park as the name for the Shevlin West neighborhood park property.

ATTACHMENT

Attachment A – Naming Committee Memo – Shevlin West Neighborhood Park Site

Attachment B – Naming Committee May 31, 2023 Meeting Notes



TO: Bend Park and Recreation District Naming Committee

FROM: Rachel Colton, Park Planner

DATE: May 31, 2023

RE: Shevlin West Park Site Naming

The [Shevlin West Park Site](#) (park site) is a neighborhood park site located on Mt. Hood Drive, just west of the intersection of Mt. Hood Drive and NW Jackwood Place. The park site was owned by the Shevlin Investments LLC, and dedicated to the district in 2021. The site is approximately 3.5 acres in size and of an irregular shape. Attachment A: Site Map illustrates the property boundaries. It will provide a new neighborhood park for residents in the Shevlin West development and surrounding neighborhoods.

The existing site condition is undeveloped but disturbed. The property used to have a residence that has been removed. The site is relatively flat with ponderosa pines and some gentle elevation change from west to east. The park is immediately east of a District-owned natural area with trail connections from the park site on the Manzanita Trail to the Shevlin Commons neighborhood, Westgate neighborhood, and the [Shevlin Park Trails](#) system. The trail offers stunning forest and mountain views at the top of the ridge. Images of the site are available in Attachment B: Site Photos. Possible features that will be developed at the site include, but are not limited to, open lawn, picnic and gathering space, play area, trails and pathways per the [District's development standards for neighborhood parks](#).

The project to develop this park site commenced in Spring of 2023, with distribution of a design services request for proposals and initial community outreach, and park construction is expected to be complete Fall 2025.

Outreach

[The Parks, Facility and Trail Naming Policy \(naming policy\)](#) requires community outreach for district asset naming. Specifically, for neighborhood parks, "requests for potential names shall be solicited from the applicable Neighborhood Association and its membership, and as part of the planning and design process."

As part of the project kick off, the district distributed door hangers to approximately 275 residential units within about three-quarter miles of the project site to alert residents about the project, ways to provide feedback, and how to receive project updates. The door hangers directed interested parties to the [project website](#), which at that time, included a link to a survey to provide feedback on the project, including potential names. The door hanger also included a QR code that could be scanned as a direct link to the survey. The survey was open for approximately one-month. In addition, the district engaged

with the Summit West Neighborhood Association and nearby homeowner’s associations, who shared information about the public survey, and other details about the project with their membership via email. Engagement with the Summit West Neighborhood Association also included a presentation about the project at their annual meeting on May 2nd. A summary of the Round 1 outreach, including naming feedback, is included as Attachment C of this report. An email from a community member regarding potential names is included as Attachment D of this report. A total of 86 unique names were suggested by the community during the outreach process.

Potential Names

When considering potential names, staff worked to determine names that fell into one of the five naming categories identified in the naming policy:

- Geographic
- Indigenous, Cultural or Historic
- Native Flora or Natural Feature
- People
- Community Organization

Research to determine potential names included:

- Discussion with Naming Committee members and district staff;
- Multiple site visits to review native flora and fauna as well as geographic wayfinding elements; and
- Internet research to better understand the history and context of potential names, as well as additional potential names.

A total of six potential park names are recommended for consideration by the Naming Committee. These names are discussed below and are presented in the order of district staff preference.

- **Manzanita Meadows Park** – This name aligns with the Native Flora or Natural Feature naming category. Names in this category help illustrate the value the community places upon nature and the natural environment. Manzanita plants are present on and around the property. In addition, given the proximity of the park site to the Manzanita Trail, this name also aligns with the Geographic naming category. As such the name supports both wayfinding, as well as a connection to the natural environment.
- **Wild Rose Park** – This name aligns with the Native Flora or Natural Feature naming category. The Wild Rose is found in the vicinity of the park and its pinkish flowers turn into bright red rose hips in the fall. Native Americans used the fruit as a breath freshener and survival food. In addition, they are a valuable source of food for wildlife in winter. Though staff considers this name to be part of the Native Flora or Natural Feature naming category, the name also pays homage to the historic and cultural significance of the area.
- **Cascade View Park** – This name aligns with the Native Flora or Natural Feature naming category. The park site and neighborhood have views of the Cascade Mountain Range, so this name would also address the Geographic naming category to some extent.
- **Coyote Ridge Park** – This name aligns with the Native Flora or Natural Feature naming category. Coyotes are present in the area and this name reflects the importance of the habitat found in

the natural area surrounding the park, and illustrates the value the community places on the natural environment and the wildlife that calls the area home.

- **Mt. Hood Park** – This name aligns with the Geographic naming category given the fact that the park is located on Mt. Hood Drive and the park’s address is 62691 Mt. Hood Drive. This name would help facilitate ease of locating the park by aligning with the name of the street on which the park is located. In addition, on a clear day, you can see Mt. Hood, which is part of the Cascades Mountain Range, from the neighborhood.
- **Skyline West Park** – This name aligns with the Geographic naming category. Names in this category are place based and can help support wayfinding and establishing a sense of place. Even those who do not live close to this park would understand the general location of the park given the parks location within the Skyline West Neighborhood. District staff choose not to include the subdivision name (Shevlin West) as a potential name because we feel from a geographic reference perspective it’s confusing given this park is east of Shevlin Park.

The Naming Committee can consider these recommended names, as well as any others when discussing potential names and making their recommendation to the district’s board of directors. The board of directors is tentatively scheduled to review potential names for this park site at their regular meeting on June 20, 2023.

Attachment A: Site Map

Attachment B: Site Photos

Attachment C: Round 1 Outreach Naming Summary

Attachment D: Naming Email from Lance Larson dated April 14, 2023



Entrance to park/Manzanita Trail Signage



Center of Park



View west of park on Manzanita Trail



View of park looking north

Shevlin West Park Site – Round 1 Outreach Naming Summary

Project Summary and Background Information

The [Shevlin West park site](#) is a 3.5-acre property located on the west edge of the Shevlin West development. It will provide a new neighborhood park for residents in the Shevlin West development and surrounding neighborhoods.

The existing site condition is undeveloped but disturbed. The property used to have a residence that has been removed. The site is relatively flat with ponderosa pines and some gentle elevation change from west to east. The park is adjacent to District-owned natural area with a trail that includes connections from the park site on the Manzanita Trail to the Shevlin Commons neighborhood, Westgate neighborhood, and the [Shevlin Park Trails](#) system. The trail offers stunning forest and mountain views at the top of the ridge.

Possible features to develop the site may include, but are not limited to: open lawn, picnic and gathering space, play area, paved path, and natural soft surface trails in accordance with the district's Development Standards for neighborhood parks.

Project Schedule

The first round of public outreach began April 2023 with the goal of informing residents of the upcoming project and to solicit park name ideas.

The RFP for the design consultant was published April 24, 2023. Both the park name and design consultant contract are anticipated to go to the board for approval at the June 20, 2023 meeting.

The second round of public outreach will occur concurrently with survey and site investigation. The second round of public outreach will involve gathering information about what amenities people would like to see in the park. This information will inform the development of the three conceptual designs which are anticipated to be complete mid-fall 2023.

Two additional rounds of public outreach are anticipated to take place in the fall/winter of 2023-24. The focus will be to solicit input on conceptual design options that will then be refined into a preferred concept design. The preferred concept design will be taken to the board for approval in early 2024.

The preferred concept design will be the basis for construction document development. Construction is anticipated to start early spring 2025 and to be complete fall 2025.

Naming Outreach

Public outreach commenced the week of April 10th with email notification to key stakeholders, including: Summit West Neighborhood Association, nearby HOAs and individuals previously expressing interest in the project. During that week approximately 275 doorhangers were distributed to residences within

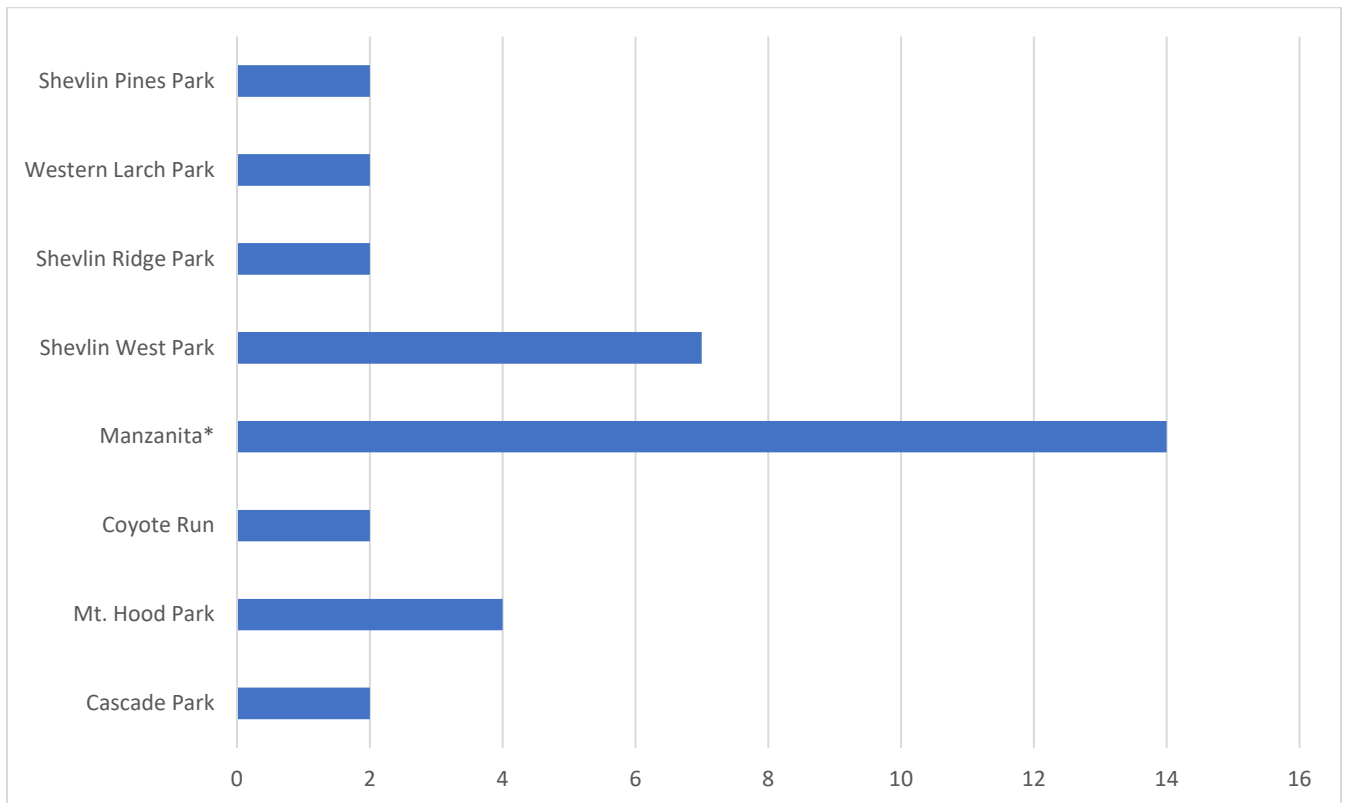
approximately .75-mile walking distance from the park property. The doorhanger provided information about the upcoming project, including the project website, contact information and a QR code and website for the naming survey. This information was also presented in-person at the Summit West Neighborhood Association annual meeting on May 2, 2023.

The survey was live for almost four weeks, from April 12 – May 8, 2023. 62 individual survey responses were received in addition to four email comments. Many respondents submitted multiple name suggestions, resulting in 86 unique name suggestions.

Some chose to explain their suggestion, but most did not. The name suggestions came from individuals and were not discussed in a public forum. They leaned very heavily toward the natural features of the site, particularly the flora and the mountains. There was a strong sentiment expressed in the importance of and connection to the natural character of the site.

Name Suggestion

The following name suggestions were received as part of the public outreach process. The chart below shows the name and the number of times it was suggested by unique individuals. The names listed below the chart were suggested one time each. Explanations, when provided are also included.



*Manzanita Park: To correlate with the trail connection and surrounding plants.

Adam Treu Park

Awbrey Hall Park: Because of its proximity to this locally famous burn scar (and nearby point of fire origin) and to serve as a reminder of its flammable location in the wildland urban interface. On site interpretation of this fire would naturally be a design feature of this new park-lessons from fire history in an exurban setting. (Also kind of an interesting story behind the misnaming of the actual fire in the heat of the moment, as it were).

Big Fun Park

Bill Smith Park

Cascade Crest

Cascade Grove Park

Catamount Park

Coopers Landing

Cornett Park

Coyote Park

Coyote Ridge

Desert Bloom Park

Desert Flower Park

Elderberry Park

Explorer Park

Fin Park

Five Peaks Park

Globemallow Park

Grace Goodwillie Park

Gryffon Park

Hawks Perch

Hooded Sage Park

Humanity: We can all benefit from more Humanity in our daily lives. "Meet me at Humanity" "let sit in a bench in Humanity and take in the views while we talk"

Huntsman Park

James Lawrence Park

Attachment 1C

Jesse Park

Little Shevlin Park

Marilyn Ross Park: My grandma (Marilyn Ross) lived in Bend my whole life and took me to Shevlin every summer. She was a big contributor to the community and volunteered at the library most of my life. I'm moving to this neighborhood and can't WAIT to take my kids there and tell them all about her. She knew about every flower, she was a big nature lover and loved children and community.

Manzanita Commons

Mazama Park

McLoughlin Meadow

Meadow Edge Park

Meadow View Park

Meadows West Park

Meadowlark Park

Milkweed Park

Mountain High Park

Mountain Peaks

Mountain Way

Neighbor's Park

Orangemallow Park

Pathways Park

Penstemon Park

Pine Cone Park

Pinedrop Park

Ponderosa Point

Rabbitbrush Park

Railroad Trail Park

Ridge Gate Park

Ruth Reid Park

Sage Park

Sage Clegg Park

Attachment 1C

Sand Lily Park

Seven Peaks

Shasta Park

Shevlin Conservation Park

Shevlin Crest Park

Shevlin Gateway Park: Proximity to the neighborhood

Shevlin Meadow Park

Shevlin Summit Park

Shevlin View Wildlife Conservation Park

Shevlin Wildlife Conservation Park

Sky View Park: Hopefully a place where you can view the stars and milky way at night.

Skyline West Park

Staats Summit Park

Star Gazer Park

Stonedcrop Park

Sunset Ridge Park

Three Peaks Park

Timber Lynn Park

“Togetherness Park” in Paiute: Would be fitting for a park in the old lands of this tribe, now part of the Confederated Tribes of Warm Springs.

Trails Post Park

Treu Park

Valentine Park: After Bill and Jessica Valentine, longtime Bend residents/parents/volunteer/community supporters who both died of cancer in the past 6 months.

Westward Park

Whispering Pines Park

Wild Lands Edge

Yáamash Park: This word means "doe deer" in the Sahaptin language, which is/was spoken by the indigenous peoples of this land.

Attachment 1C

Bronwen Mastro

From: Lance Larsen <l2larsen@me.com>
Sent: Friday, April 14, 2023 1:01 PM
To: Bronwen Mastro
Subject: Re: Shevlin West Park

Hi Bronwen. Thanks for your prompt reply. I am told the first step is to name the park. Here are some thoughts on that topic:

Please do **NOT** include any of the following words that are greatly overused in this nook of Bend and by developers and planners the world over:

1. "Shevlin" (we currently have shevlin commons, shevlin park, shevlin ridge, etc.... the list is endless. No more shevlins!).
2. The word "view" "cascade view", "prairie view", etc. Hackneyed and lacking imagination
3. Don't fall for the developer trick and name it after something that was destroyed during development (e.g., "quail glen, hawk ridge, Three Pines, Anderson Ranch, Tree Farm, etc.")
4. Never name a public infrastructure for a public servant unless that person is long gone and dead.

Ok, on a more productive note, here's some ideas for names or broad ideas for names:

1. Use a term that is meaningful to the region's First Peoples (Warm Springs Tribe and/or Northern Paiute et al). Be careful with this and vet it with knowledgeable people (High Desert Museum curators, tribal members, etc.). The last thing we need is controversy or saying something inappropriate. But it would be nice to have non-english named parks here in NW Bend and the entire PNW for that matter. After all, that park is a place where native people hunted and fished and hung out until we came along. The word "Isa" or "Issa" means "wolf" in Northern Paiute. The term "tubba" means chipmunk (very plentiful in that area btw). I also like Muihan, which means "moon" in N. Paiute. There are translators online. Of course, vet with those knowledgeable for sure.

N. Paiute Translator below:

<https://glosbe.com/en/pao/chipmunk>

2. Using a term that evokes desirable emotions or attributes is a good call: Harmony Park. Serenity Park, Bliss Park, Tranquil Park, Fortitude Park, etc.
3. That location is in a "hollow" ... a depression sort of bound on one side by houses to the east, but in a low draw and wild lands east of Shevlin Commons. So I like the words draw or hollow vs. "Park".
4. Or combine items from 1-3 above.... aka Tubba Hollow. Tubba Glen. Isa Draw. Harmony Hollow. Serenity Glen. Muihan Dark Skies Park (ok, I snuck that one in). No lights other than the moon!

Ok, thanks for asking for input, and thanks for listening. Good luck with the naming brainstorming workshops. We appreciate Bend P&R.

Keep the Wild Wild...

Lance

On Apr 14, 2023, at 10:56 AM, Bronwen Mastro <BronwenM@bendparksandrec.org> wrote:

Hi Lance,

Thank you for taking the time to share your thoughts regarding the upcoming park project. I have saved them with our public comments for consideration when we begin design. As that process progresses you will have more opportunities to provide additional input if desired. We appreciate your engagement.

Kind regards,
Bronwen

Bronwen Mastro (she | her), Landscape Architect, PLA, LEED BD+C

direct: (541) 706-6152 | main: (541) 389-7275 | fax: (541) 330-1019

email: bronwenm@bendparksandrec.org

Bend Park & Recreation District Office, 799 SW Columbia St., Bend, Oregon 97702

www.bendparksandrec.org

From: Lance Larsen <l2larsen@me.com>

Sent: Thursday, April 13, 2023 6:30 PM

To: Bronwen Mastro <BronwenM@bendparksandrec.org>

Subject: Shevlin West Park

Dear Bend Parks and Rec...

The proposed 3.5 acre park sits adjacent to undeveloped land, which is home to deer, coyote, birds, woodland critters, and other living things. The park cannot have lighting in any way, because that would interfere with the movements of nocturnal and diurnal megafauna, as well as being annoying to humans seeking peace and quite and dark skies. The proposed park should be minimally developed... a place simply to come and enjoy a moment in the unbuilt environment, walk you child or dog or both on single track trails.

We especially don't need play structures, ball fields, BBQ areas, bike jumps, skate parks, or anything else. That would be ridiculous. This park should not be a gateway to Shevlin Park. An additional concern is people are going to park cars inside this poorly considered subdivision and pack the streets with vehicles because Shevlin Park has inadequate parking. This park should not become a trailhead for anyone other than people that live in the subdivision (or nearby other subdivisions) who can walk to the trails that lead to Shevlin Park. The proposed park should not be highly developed. Please spend money elsewhere, not here. These pocket parks are generally poorly received and of little community value, and I frankly find them eyesores in our beautiful City. I find built parks adjacent to the unbuilt environment particularly off-putting and unthoughtful to the plants, animals and other organisms with which we share the Earth. Bend Parks and Rec should make every effort to create a park that is in harmony with the adjacent unbuilt ecosystem.

Attachment 1D

"Keep the Wild, Wild..."

Lance Larsen



Naming Committee Meeting Notes

Meeting Date: May 31, 2023

Meeting Time: 9:00am

Location: Bend Park and Recreation District Conference Room A, 799 SW Columbia Street

1. Welcome and Staff Introductions

- a. Present
 - i. Committee: Mike Berry, Jane Dunham, Carrie Ramoz, Rebekah Averette
 - ii. Staff: Rachel Colton, Kelsey Schwartz
- b. Absent
 - i. None – note that there is one vacant position on the Naming Committee

2. Shevlin West Park Site Naming

- a. Staff presentation, committee discussion and naming recommendation
 - i. Rachel reviewed information about the park site for committee members, including how it was acquired, property characteristics, trail connectivity, neighborhood park amenities and that this property fulfills the need for a park in Park Search Area 9.
 - ii. The committee's name suggestion is tentatively scheduled to be presented to the board on June 20th, along with the A&E contract approval.
 - iii. There are six names recommended by district staff for the committee to consider, they are presented in order of preference by staff. The Committee can select one of these, a variation of one of these or a name not listed.
 - 1. Rachel reviewed all the name suggestions and why they were selected, as well as how they comply with the naming policy.
 - 2. Manzanita Park was the top suggestion by survey recipients.
 - iv. Mike brought up tribal names and discussed the history of Billy Chinook. This general area of town has historical significance for the tribes.
 - 1. Rachel let the group know that staff have had general conversations with tribal representatives about naming, but any specific name recommendations related to tribal heritage would have to be reviewed with the tribes.

- a. BPRD staff has been advised that one way to pay homage is names related to resources benefiting the tribes, i.e. a plant, etc.
- b. BPRD leadership felt that this small, neighborhood park may not be the best opportunity to directly recognize tribal cultural heritage.
 - i. Jane agreed that this small park did not seem appropriate for a significant tribal name.
 - ii. Rebekah agreed, also noting that Shevlin Park, a much larger park, was named after Tom Shevlin, a white businessman who donated the parkland to the City.
- c. Rachel noted that because of larger issues the tribes are facing, collaborating on a park name could take over a year.
- v. The committee discussed the names in general and reviewed the entire list of names suggested by the community. Comments included:
 - 1. Carrie does not like the names with a location reference as they are not unique.
 - 2. Jane says she doesn't think it makes sense to use Wild Rose since the plant is not on the site.
 - a. Mike said there is bitterbrush and sand lilies on site. Bitterbrush sounds negative and there are not a lot of Sand Lilies, so neither may be the best name choices.
 - 3. Carrie believes Coyote can have a negative connotation to some people and may not be the best choice.
 - a. Jane agrees.
 - 4. The group thought about the Desert Bloom or Desert Flower but there was not enough interest.
 - 5. Carrie doesn't like the word "meadows" with Manzanita. It feels like a mouthful. What about something different like slope, glen, or hollow?
 - a. Rebecca likes Manzanita being in the name because of the trail connection.
 - b. Mike and Jane agree. Is there another word that can be used?
 - c. Rebecca doesn't like slope, it doesn't sound appropriate to the area.
 - d. Ridge makes sense because that is where the Manzanita bushes are growing and the ridge is adjacent to the park.
 - e. Staff notes that the neighboring property to the west with the ridge where the Manzanita is growing is BPRD owned and visitors wouldn't know where the property line is or that they are not technically off the park property.
- vi. Naming Committee unanimously recommended **Manzanita Ridge** as the park name.

3. Next steps

- a.** Board review Shevlin West Park Site Name Recommendation
 - i.** Tentatively scheduled for June 20, 2023
- b.** Naming Committee recruitment for one committee member will kick-off on June 12th. Rachel confirmed she will send information to existing committee members about the open position and requested they share it with anyone whom they think might be interested.

BOARD AGENDA COMMUNICATION

AGENDA DATE:	June 20, 2023
SUBJECT:	Approve Resolution 2023-08 Authorizing the Acquisition of the Rose Property
STAFF RESOURCE:	Don Horton, Executive Director Michelle Healy, Deputy Executive Director Sara Anselment, Planner
PREVIOUS BOARD ACTION:	Previously discussed in Executive Session
ACTION PROPOSED:	Approve Rose Property Purchase
STRATEGIC PLAN:	
Pillar:	Operations & Management Practices
Outcome:	A balance between caring for existing infrastructure and new development
Strategy:	Ensure the district is maintaining its adopted level of service targets

BACKGROUND

Planning for long-term growth and the accompanying park and recreation needs is critical to the future livability of Bend. The district projects the need for additional land for both active (e.g., athletic fields, sports courts, play areas, etc.) and passive recreation (e.g., trails and natural areas) as the community grows. It is imperative that the district plans for the future now, and acquires property ahead of population growth.

Finding suitable undeveloped land that is large enough to accommodate active and passive recreation is limited and extremely expensive within the current urban growth boundary (UGB). And, much of the land within the UGB is already identified for residential development to address critical housing needs. Land outside of the UGB can generally be used for parks, and offers larger, undeveloped parcels, within close proximity to the city boundary, at more affordable prices. Big Sky Park, most of Shevlin Park, and Riley Ranch Nature Reserve are all located outside of the current UGB. Pine Nursery Park was outside the UGB until it was brought in as part of the UGB expansion in 2016. Urban development is continuing to expand around all of these parks.

With the goal of finding land suitable for future park development, the district entered into a purchase and sale agreement (PSA) for two parcels totaling about 453 acres off of Rickard Road. The property is owned by Rose & Associates, LLC and is located less than a half mile from the UGB, directly south of the Knott Landfill (see Exhibit A). Over the last several months the district completed due diligence including, but not limited to, title review, appraisal, and a phase 1 environmental site assessment. The final closing condition of the PSA is approval by the Board of Directors.

The property is zoned Exclusive Farm Use (EFU) and Surface Mining (SM). Of the 453 acres, approximately 92 acres were previously mined for sand and gravel. The mine operations ceased more than a decade ago. SM zoning only allows uses related to mining, therefore, the SM zoned area will need to be rezoned to allow for park development. The remaining EFU zoned portion of the property has been used for agriculture purposes. EFU zoning allows for park and recreation uses with a conditional use permit and master plan. The district has no immediate plans or funding identified for development of the site, but will be pursuing a zone change for the parcel containing the SM zoning.

A portion of the property is currently cultivated for hay through a service contract with a private party. This use will remain in place for the foreseeable future.

BUDGETARY IMPACT

The 2024-2028 Capital Improvement Plan allocates \$4.25 million in property tax funding for the acquisition of regional/community park land. The agreed upon purchase price for the property is \$3.9 million, plus associated legal, closing and due diligence costs. Additionally, following closing, the district will proceed with the zone change application, requiring additional funds. There is sufficient funding remaining in the CIP after the acquisition to cover the zone change application costs.

STAFF RECOMMENDATION

Staff recommends approval of Resolution 2023-08 authorizing the executive director to proceed with the purchase of the Rose & Associates L.L.C. property.

MOTION

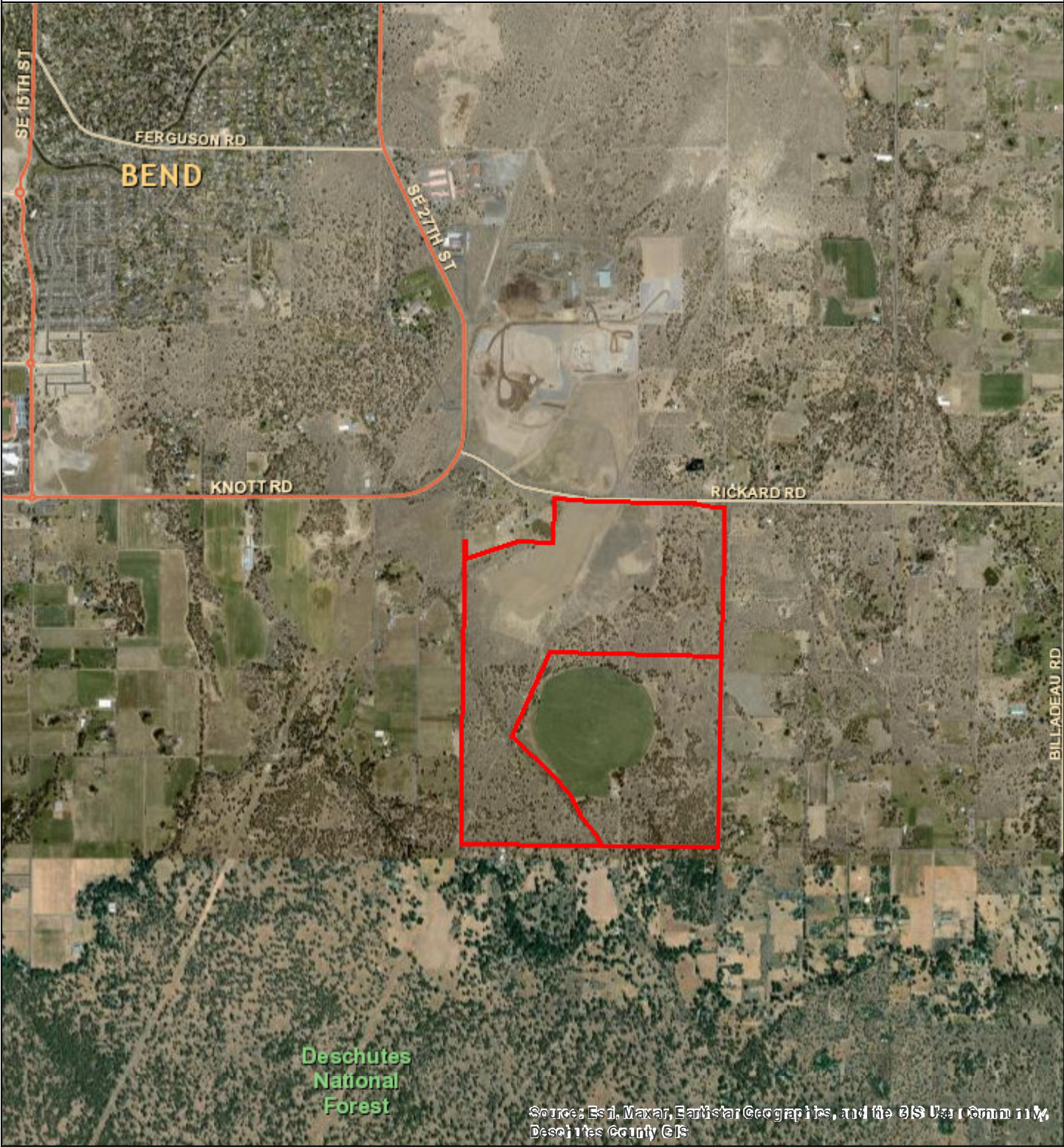
I move to approve Resolution 2023-08 authorizing the executive director to proceed with the purchase of the Rose & Associates L.L.C., property for an amount not to exceed \$3.9 million, plus all related closing costs.

ATTACHMENT

Attachment A - Subject Property
Attachment B - Resolution 2023-08

Exhibit A

Rose & Associates Property



Map and Taxlot: 1812230000200



BEND PARK AND RECREATION DISTRICT RESOLUTION NO. 2023-08

A RESOLUTION APPROVING THE PURCHASE REAL PROPERTY OWNED BY ROSE & ASSOCIATES, L.L.C., FOR A FUTURE REGIONAL PARK

WHEREAS, pursuant to ORS 266, the Bend Park and Recreation District desires to purchase 452.96 acres of real property located at 21455 Rickard Road and 60725 Arnold Market Road, in Bend, Oregon for a regional park; and

WHEREAS, the district identified the purchase of the property in the fiscal years 2024-2028 Capital Improvement Plan as necessary to serve the future park needs of the district; and

WHEREAS, the board adopted the Capital Improvement Plan for fiscal years 2024-2028 on June 6, 2023; and

WHEREAS, on June 6, 2023 the board approved the allocation of property tax funding in the Facility Reserve Fund for the purchase of the property in the fiscal year 2023-2024 adopted budget; and

WHEREAS, the district has negotiated with the property owners, Rose & Associates L.L.C., to purchase the property for \$3,900,000, to be paid in full at closing; and

NOW, THEREFORE, the Board of Directors resolves to authorize the purchase of the property owned by Rose & Associates, L.L.C., and delegate authority to the Executive Director to execute on behalf of the Board of Directors for the Bend Park and Recreation District, any and all documents necessary to complete the purchase of the property.

ADOPTED by the Board of Directors on this 20th day of June 2023.

Deb Shoen, Board Chair

Attest:

Don P. Horton, Executive Director

**Board Calendar
2023-2024**

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

July 4 - Canceled

July 18

WORK SESSION

BUSINESS SESSION

- Elect Board Chair and Vice-Chair
- Appoint Board Secretary
- Appoint Legislative Liaison
- Approve Board meeting dates and time
- Approve construction contract for Little Fawn Park – *Jason Powell*
- Outback Trail art donation proposal – *Henry Stroud and Romy Mortenson Brooks Resources (15 min)*
- Approve phase 3 amendment for MMC design consultant – *Ian Isaacson (15 min)*
- Naming Committee Member Appointment – *Rachel Colton (15 min)*
- Approve Executive Directors Evaluation

August 1

WORK SESSION

BUSINESS SESSION

August 15

WORK SESSION

BUSINESS SESSION

City of Bend presentation of parking districts (Tobias Marx) – *Sara Anselment*

IGA with the City for Mirror Pond Silt Removal – *Don Horton (30 min)*

Park Services Report: Prescribed Fire – *(30 min)*

Park Services Report: Hardsurface Program – *Alan Adams and Jason Monaghan (15 min)*

Update on Bi-lingual Communications – *Julie Brown and Kathya Avila Choquez (20 min)*

Website Update/Data Sharing

IGA with NUID for canal trail – *Henry Stroud*

Approve SE Neighborhood Park Development Agreement – *Henry Stroud (20 min)*

COVID Property overview

Approve preferred concepts for MMC – *Ian Isaacson*

Approve land acquisition – *Michelle Healy (15 min)*

City of Bend Housing Need Overview TBD