



Bend Metro Park & Recreation District

January 16, 2024

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.



District Office | Don Horton, Executive Director

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WORK SESSION

1. Integrated Pest Management – *Mike Duarte and Zara Hickman (30 min)*
2. 2024 Strategic Plan Development Approach – *Rachel Colton (20 min)*
3. Trail Planning Update – *Henry Stroud (45 min)*

CONSENT

1. Minutes: 01/02/2024

BUSINESS SESSION

1. Public Hearing - Amended Public Contracting Rules – *Justin Sweet (25 min)*
2. Riverfront IGA amendment – *Henry Stroud and Brad Tower(15 min)*
3. Accept Pickleball Lights donation – *Matt Mercer (10 min)*

EXECUTIVE DIRECTOR'S REPORT

REPORTS

BOARD MEETINGS CALENDAR REVIEW

GOOD OF THE ORDER

ADJOURN



Accessible Meeting/Alternate Format Notification

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

BOARD AGENDA COMMUNICATION

AGENDA DATE:	January 16, 2024
SUBJECT:	Integrated Pest Management
STAFF RESOURCE:	Mike Duarte, Landscape Manager Zara Hickman, Natural Resources Manager
PREVIOUS BOARD ACTION:	None
ACTION PROPOSED:	None
STRATEGIC PLAN:	
Pillar:	Operations & Management Practices
Outcome:	Be a local leader in environmental stewardship
Strategy:	Improve efforts to be responsible stewards of the natural environment

BACKGROUND

Staff will provide the board an overview of the district's integrated pest management (IPM) program. The IPM plan covers the management of all types of pest found in parks, trails and facilities (see attachment A). IPM is an extensive topic, however, with the continued interest in herbicide use in parks, staff will focus this work session presentation specifically on weed management.

Staff will explain the district's tiered approach to controlling weeds. This approach includes a multitude of control strategies from initial park design, maintenance practices, to herbicide use. Staff will also explain the types of herbicides used in district's parks, the amounts, and the criteria staff considers when choosing to use herbicides over other control methods.

Additional information about the district's IPM program is available for the public on the district's website – <https://www.bendparksandrec.org/about/maintenance/integrated-pest-management/>.

BUDGETARY IMPACT

None

STAFF RECOMMENDATION

None, for information only.

MOTION

None

ATTACHMENT

IPM plan

BEND PARK & RECREATION DISTRICT

Integrated Pest Management Program

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INTEGRATED PEST MANAGEMENT PROGRAM

General Information

The purpose of this document is to provide the employees and patrons of the Bend Park and Recreation District (BPRD) an overview of the philosophy guiding the use of integrated pest management strategies (IPM) and least toxic pest control methods. It will also provide specific policy-based direction used for implementing those principles.

One of the responsibilities of the Park Services Division of the BPRD is to control pests that are detrimental to the landscapes and facilities belonging to the District in a manner that is safe, environmentally responsible, and cost effective. To accomplish this, we employ the principles of Integrated Pest Management, an approach which uses multi-faceted strategies that minimize impact on the environment and human health.

BPRD's Park Services Department maintains and operates more than 3,035 acres of developed and undeveloped parkland and facilities in a safe, attractive, healthy and useful condition. These properties include 81 community, sports and neighborhood parks and open spaces along with 70 miles of trail, the Juniper Swim & Fitness Center, The Pavilion, the Bend Senior Center, District Office and Park Services. BPRD recognizes its responsibility to protect and preserve these assets and the public investment they represent to the best of our abilities. Furthermore, it also recognizes its responsibilities to its employees, user groups, and the general public and therefore employs the highest professional standards in the performance of duties.

Integrated Pest Management

The principles of Integrated Pest Management are generally regarded as the foundation of a sound pest control program by public and private organizations nationwide. Although there are numerous definitions of IPM, the following definition is from the U.S. Environmental Protection Agency for its publication, *IPM for Turfgrass and Ornamentals*:

"IPM is the coordinated use of pest and environmental information with available pest control methods to prevent unacceptable levels of pest damage by the most economical means with the least possible hazard to people, property, and the environment. The goal of IPM is to manage pests and the environment so as to balance costs, benefits, public health, and environmental quality. IPM systems use all available technical information on the pest and its interactions with the environment. Because IPM programs apply a holistic approach to pest management decision making, the process takes advantage of all appropriate pest management options, including, but not limited to pesticides. Thus, IPM is: A system using multiple methods; A decision-making process; A risk reduction system; Information intensive; Cost-effective; Site specific."

This definition does not mention the aesthetic concerns that are important in controlling quality in the maintenance of District properties. However, BPRD recognizes its responsibility to maintain the

economic investment in their properties; therefore, aesthetic concerns can be equated to economic concerns.

A few examples of the BPRD IPM Program:

- Using disease resistant and native varieties of plant materials in the design process.
- Pruning of trees and shrubs to allow for greater air circulation, thereby reducing susceptibility to disease and insect problems.
- Allowing for native areas to remain “non-irrigated” to discourage weed germination.
- Manual eradication of noxious weeds from parks, trails, and riparian areas.
- Appropriate turf care practices (mowing, fertilization, irrigation, aeration) to promote healthy vigorous turf growth and discourage broadleaf weed germination.
- Utilizing centralized irrigation controllers in all parks.
- Timely applications of EPA approved pre-emergence herbicides by state licensed applicators to inhibit weed germination and minimize regeneration.
- Mulching of planting beds to reduce establishment of weeds.
- Application of selective herbicides including pre-emergence to control invasive weeds and prevent their spread.

Key Elements of the program:

BPRD personnel responsible for landscape and facility maintenance programs shall utilize the principles of Integrated Pest Management (IPM). The controls used in this program may include manual, mechanical, cultural, biological, and synthetic methods. It's not uncommon to use a combination of methods. Methods selected to control specific pest populations are first evaluated internally by BPRD Landscape and Natural Resources professionals on a case-by-case basis. BPRD employees carry a Public Pesticide Applicators License and receive training on current information concerning laws and safety, pest, diseases and IPM methods on a yearly basis. When pest problems occur that are unusual or beyond the scope of in-house experts, advice is obtained from other qualified sources such as state universities, state departments of agriculture, and university extension service experts. By using our expertise to monitor pest problems carefully and using all the valuable resources available to us, we can arrive at a solution that is both economically and environmentally responsible and achieve our goal of providing the public with safe and aesthetically pleasing park areas and facilities.

Goals

The goals of the IPM program at BPRD are as follows:

1. Protect human health and the surrounding environment by employing a range of preventative strategies using the least-toxic products for pest control and eradication.
2. Inspect and monitor pest populations to enhance control strategies.
3. Minimize the quantity and toxicity of chemicals used for pest management.
4. Minimize the impact on the environment by using target specific pesticides when deemed necessary in the landscapes or buildings.

5. Establish clear criteria for acceptable circumstances when using a pesticide other than the least toxic method is necessary.
6. Provide park users with advanced notice of IPM activities involving the use of a pesticide.
7. Economic investment

Pesticide Use

Pesticide is a general term for any substance used to control pests. Pests that attack park properties consist primarily of weeds, insects, disease organisms and rodents. BPRD personnel select the best methods available to control these pests. When it is necessary to use synthetic controls, BPRD will use methods that avoid or minimize risks by careful selection and application of the pesticide.

Applicators of pesticides shall consider synergistic responses, residual build-up, persistence in the soil profile and other factors mentioned later in this document. District employees are required to comply with all pesticide label directions; Federal, State, and local pesticide regulations; safety laws; and district policies.

BPRD has found that pesticides have at times provided a high degree of control, especially when used with other methods. The implementation of these carefully balanced management practices is evidence of the District's commitment to environmental sustainability as outlined in the general information section in the beginning of this document.

Best management practices attempt to eliminate waste in any program. They involve careful and competent planning, purchasing only what is needed and utilizing application practices which include only mixing the amount that is needed to complete the desired results. When waste material is generated, BPRD complies strictly with the Oregon Department of Environmental Quality and the U.S. Environmental Protection Agency regulations for disposal.

Laws and Regulations, Training

Several Federal and State agencies regulate the use of pesticides. BPRD complies with all pesticide laws and regulations. BPRD allows only State Licensed Public Pesticide applicators to apply pesticides. State applicators licensing assures that a level of knowledge with current IPM practices, materials selection and landscape Best Management Practices (BMP). To obtain a Public Pesticide Applicators License, applicators must pass a series of tests given by the Oregon State Department of Agriculture. Licensed applicators are legally liable if they apply pesticides contrary to State and Federal laws and label directions. This provides additional incentive to maintain a high level of professionalism in our work force. Furthermore, BPRD Park Services Managers and Supervisors monitor staff to ensure that all licensed applicators attend the required recertification and continuing education training necessary to maintain their licenses and to stay current with any new developments pertinent to pesticide use and landscape BMP's.

Worker Protection Standard

The worker protection standard is a federal regulation that was designed to protect workers (people

involved in the production of agricultural plants) and pesticide handlers (people mixing, loading or applying pesticides or tasks involving direct contact with pesticides). This standard only applies to agricultural settings and not parks. Although BPRD does not fall under this requirement, many portions of this standard are utilized in our standards and policies to ensure worker safety.

Safety

Bend Park and Recreation District has made a commitment in recruiting and maintaining a high level of expertise within our Park Services staff. This is evident in our excellent safety record with respect to the use of chemical pesticides and through the training of staff in the safe and effective methods of applying and handling pesticides along with our commitment to using products that provide the most control and least toxicity.

Standards and Procedures

Approved Pest Control Strategies

The following is a list of possible control strategies among the many available to help control pests in our parks. Prevention through IMP Standard creation, planning and design and plant selection is the first priority. The second priority is control through cultural and mechanical control. The application of biological, natural or synthetic controls is to be considered last.

Prevention

Prevention Through IPM Standards

- Consider acceptance of natural settings and appearances. Where deemed appropriate, a park landscape can be left alone or can receive varying standard of care. This can serve as a dual purpose of reducing or eliminating pest control measures as well as reducing maintenance costs.
- Prioritization of parks for control measures. Determine which parks require what type of pest control and at what level. (For Example, “undeveloped” properties such as an Areas of Special Interest (ASI), natural spaces and open space may require only manual efforts for noxious weed control, whereas fully developed parks may require a more comprehensive control measures.)
- Establishment of thresholds for action levels of tolerances for different pests. Thresholds can vary according to plant, pest and site. Determining if an action threshold has been met will be made on a case-by-case basis or as described
- Establishment of “pesticide free zones” in a park or natural space. The designation would include the possible use of alternative chemical or non-chemical pest control practices to maintain a space. I.e. off leash areas, adjacent to playgrounds and in chipped fall surface areas or adjacent to a community garden.

Prevention Through Design and Plant Selection

- Use of native, disease and/or pest resistant plant materials in park landscapes.
- Eliminate or modify problematic areas.
- Use proper spacing with plant material at the time of installation to reduce insect and disease problems.
- Commit to high species diversity and eliminate monocultures in plantings.
- Elimination of alternate hosts for diseases.

Prevention Through IPM Practices and Non- Chemical control

Cultural Practices

- Obtain knowledge of culture of genus and species to provide healthiest possible growth conditions.
- Make adequate site preparations before plant installation, investigate soil, drainage and slope/grade issues including water needs.
- Proper timing, amount and use of fertilizers. Consider the effects of over and under fertilization to target plant material and surface run-off to groundwater must be considered.
- Utilize soil testing prior to installation of plant material and to determine a management plan once established.
- Proper irrigation practices including scheduling, repairs and renovations of outdated systems to prevent drought or flood stress promoting plant health.
- Scheduled mowing of fine turf areas to promote growth and vigor.
- Aeration, over seeding and topdressing of turf areas to assist with water and air exchange while combating wear, compaction and broadleaf weed pressure.
- Raking and debris removal in beds or turf to eliminate insect hibernation or breeding areas and to remove possible contaminants.
- Mulching of beds and tree wells for weed reduction, water retention and winter protection.

Mechanical Controls

- Remove dead, damaged or diseased wood from trees and plant material.
- Prune or remove plant material when needed to promote air circulation and light penetration reducing the potential for mildew fungi to grow.
- Mechanical edging of turf.
- Hand weeding of specific weeds in shrub beds, tree wells or natural areas.
- Removal of spent flowers or sucker growth on trees, shrubs and perennial plant material.
- Mowing of rough areas for vegetation control.
- String trimming to control unwanted vegetation.

Non-Chemical Controls

- Use traps where practical for insects, rodents and mammals.
- Introduce approved biological controls such as predatory insects, nematodes or microbial products into the target area.

Prevention Through Chemical Controls

Naturally Derived or Synthetic Chemical Controls

- Pheromone traps.
- Insecticidal soaps.
- Botanically and bacterially derived pesticides.
- Artificially synthesized pesticides.

Criteria for Choosing a Synthetic Pest Control Method

The following criteria shall be used as guidelines for evaluating what methodology and or synthetic pesticide should be selected to gain control over a specific pest. All personnel responsible for pest control should consider all of these and any other factors that are relevant to the selection of a pesticide. Pesticides shall be chosen from the list of approved pesticides in Appendix 1.

Possible Health Effects and Toxicity

Both acute and chronic to the:

- Applicator
- Public
- Target pest
- Beneficial and non-target plants and organisms
- Surrounding environments

Costs

Both long and short term as it relates to:

- Material costs
- Application costs
- Length of control
- Environmental costs
- Cost of not doing anything and not using synthetic pest control.

Physical Characteristics of the Product

- Persistence in the environment
- Ability to be tank mixed with other chemicals
- Volatility at different temperatures
- Leachability, surface and soil bonding qualities.
- Flammability
- Ease of cleanup of equipment.

Special Considerations

The following should be considered for each situation:

- The kind of use an area may receive. Who may be entering the area and what type of activities will be taking place?
- What is the “re-entry interval” for the product being selected?
- What is the method of delivery and what type of equipment is needed to complete the job efficiently?
- Current and anticipated weather conditions.
- Site conditions including soil, slope, grade, drainage patterns, irrigation and adjacent to water ways.
- Previous pesticide applications to the site, intervals in between and the cumulative effects of repeat applications.
- Development of pest resistance to particular control methods, and the proper rotation of the methods to minimize risk of resistance.
- Positive and negative effects of combining pesticides.

Noxious Weeds

Noxious weeds are plants that are designated as among those representing the greatest public menace and are a top priority for action by weed control programs, as defined by the Oregon Department of Agriculture’s Noxious Weed Control Program. Noxious weeds are injurious to public health, agriculture, recreation, wildlife, or property; and impact and displace desirable vegetation and wildlife habitat. Noxious weed control is a priority of BPRD not only because of the detrimental impacts, but also due to regulations mandating noxious weed management. There are a number of regulations that address noxious weeds specifically. These create a legal obligation for BPRD to manage noxious weeds. Regulations exist at multiple levels.

Oregon Revised Statute 569.180

“In recognition of the imminent and continuous threat to natural resources, watershed health, livestock, wildlife, land and agricultural products of this state, and in recognition of the widespread infestations and potential infestations of noxious weeds throughout this state, noxious weeds are declared to be a public nuisance and shall be detected, controlled and, where feasible, eradicated on all lands in this state. It is declared to be the policy of this state that priority shall be given first to the prevention of new infestations of noxious weeds and then to the control and, where feasible, eradication of noxious weeds in infested areas.”

Deschutes County Ordinance No. 2014-002

“Every Owner or Occupant of land shall use integrated vegetation management practices to destroy or prevent the reproducing by any manner or spreading on the Owner's land or land occupied by Occupant of any Weed classified as a Noxious Weed by the Board using the most efficient and practical means available.”

City of Bend Chapter 13.30.010

“No person shall allow the growth of noxious vegetation on the property they own within the Bend City limits.”

Deschutes County maintains a list of noxious weed species and designates them as “A”, “B” or “C”, with A being the highest priority. This list is included in Appendix 5. Noxious weeds are addressed more aggressively than other weeds due to their invasive nature and potential negative impacts. Pesticide

products with all signal words will be considered for use. This will allow multiple options to be available when determining the best approach for addressing noxious weeds.

Waterways Pest Management

Bend Park and Recreation Department recognizes the importance of the rivers, streams, ponds, and wetlands that fall under our management. The sensitive nature of such habitats, their plant and animal communities, and their direct link with other waterways require additional considerations to ensure their health.

As in the rest of the Pest Management Program, Integrated Pest Management principles will be employed in all landscape management decision-making. Management of unwanted vegetation, diseases, and pests will follow the IPM decision-making rationale.

- Proper planning and management decisions begin the IPM process.
- Cultural methods of vegetation and pest control are preferred and will be employed next.
- Mechanical means of vegetation and pest control are next in line of preference, and will be utilized where feasible.
- Biological methods of vegetation and pest control are to be considered before chemical means, where they are feasible.
- Botanical and synthetic pesticides will be used only when no other feasible methods exist.
- Products used near waterways have been approved for aquatic use.
- Product labels will be followed.

Definitions

Action level: The point at which control measures are necessary to prevent a pest population from exceeding the threshold.

Acute: Refers to exposure of a single or limited dose of a pesticide.

Adjuvant: A substance other than water which is not in itself a pesticide but which enhances or is intended to enhance the effectiveness of the pesticide with which it is used. Adjuvants for use with agricultural pesticides have been categorized as extenders, wetting agents, sticking agents and fogging agents.

Biological Control: Control of pests by disrupting their ecological status, as through the use of organisms that are natural predators, parasites, or pathogens.

Bioswale: Vegetated landscape feature designed to remove silt and pollution from surface runoff water. Often found next to parking lots or buildings to collect rainwater from adjacent impervious surfaces.

Buffer Zone: An upland or wetland area immediately adjacent to or surrounding a wetland or other water that is set aside to protect the wetland or other waters from conflicting adjacent land uses and to support ecological functions. (from Oregon Department of State Lands, Division 85, OAR 141-085-0510).

Carbamate: Any of a variety of organic compounds that are derivatives of carbamic acid and exert an anticholinesterase action on the nervous system similar to organophosphates. Often used in insecticides.

Chronic: Refers to exposure to small, repeated doses of a pesticide over time.

Emergent (weeds or plants): Growing above the surface of a water body. Does not include floating plants.

Handler (of pesticides): As regards this policy, a handler is anyone who uses pesticides as part of their job.

Invasive (organisms): Tending to spread into an area without natural controls.

Inversion (temperature): The weather condition where the temperature at ground level is lower than that of the air above. Often characterized by fog or formation of a layer of smoke as it rises.

Non-native: Not indigenous to an area. This usually applies to organisms that are of foreign origin. Also known as exotic.

Noxious (in reference to weeds): Highly likely, or previously shown to be, invasive. Such plants often show characteristics such as high annual seed production, high germination rate of seeds, and both vegetative and sexual reproduction. These plants are often nonnative and typically have no natural enemies in local ecosystems to keep them in check.

Ordinary High Water Line (OHWL): The line on the bank or shore to which the high water ordinarily rises annually in season. The OHWL excludes exceptionally high water levels caused by large flood events (e.g., 100 year events). (from Oregon Department of State Lands, Division 85, OAR 141-085-0510).

Organophosphate: Any of a variety of organic compounds that contain phosphorus and often have intense neurotoxic activity. Often used in insecticides.

Pest: A general term for any plant, animal, or disease that adversely affects other plants, animals, landscaped areas, or natural areas.

Pesticide: A general term for any substance used to control pests. This includes natural and synthetic substances, as well as organisms (biological controls) used to control a pest.

The following products are not pesticides:

1. Deodorizers, bleaching agents, disinfectants and substances for which no pesticidal claim is made in the sales or distribution thereof, and
2. Fertilizers and plant nutrients.

Pesticide Storage Container: A container for storage of pesticides that meets both OSHA and National Fire Protection Association, Code 30, specifications.

Rinsate: Rinse water or dilute pesticide from cleaning pesticide equipment.

Solution: A mixture made by dissolving a solid, liquid, or gas in a liquid. The mixture will not separate or settle out in normal use.

Submerged (weeds or plants): Not growing above the surface of a water body. Includes floating plants (even if they are not rooted in soils).

Surfactant: Surface Acting Agent - Material that can greatly reduce the surface tension of water when used in very low concentrations. Soap is a simple surfactant. Pesticide surfactants are nonionic (do not ionize, but will have a slight electrostatic charge due to the polarity of dissimilar atoms in the molecule), anionic (ionized, have a strong negative charge), or cationic (ionized, have a strong positive charge).

Threshold: The level of pest presence above which unacceptable amounts of danger or injury are likely to occur.

Weed: Any plant that interferes with current management of the land or where it is not wanted.

BPRD Standards

1. **Licensing and Continuing Education Training**
Defines the education and licensing requirements by the Oregon Department of Agriculture for all BPRD personnel who buy, handle and apply pesticides for the district.
2. **Control Methods for Pest Problems**
Establishes IPM methods and Approved Pest Control Strategies.
3. **Use of Protective Clothing and Equipment**
Outlines the requirements for protective equipment and clothing for parks employees handling or applying pesticides.
4. **Purchasing and Storage of Pesticides**
Defines the methods for purchasing and storing pesticides.
5. **Pesticides Approved for Use In Parks**
Describes the approval process for pesticides used in parks.
6. **Notification of Pesticide Use at the Site**
Outlines the on-site notification procedures that are to be used prior, during and after an application has taken place.
7. **Pesticide Application on BPRD Managed Property**
This standard establishes procedures for applications for all pesticide materials being applied by BPRD personnel.
8. **Pesticide Application Record Keeping**
Defines record keeping standards for applications on park property.
9. **Use of Remaining Pesticide Solutions and Rinses**
Describes how pesticides and rinsates are to be handled.
10. **Disposal of Empty Pesticide Containers, Unusable Pesticides and Equipment**
Describes how empty pesticide containers, unusable pesticides and equipment are to be handled.
11. **Emergency Information Concerning Accidental Pesticide Exposure**
Defines the procedure's that will be followed in responding to inquiries from employees and the public in regards to pesticide exposure.
12. **Rodent Control**
Describes methods and limitations of rodent control by parks personnel.

13. Pesticide Applications by Non-BPRD Employees

Describes the framework, licensing requirements and notification requirements when an outside contractor is used for a pesticide application.

14. Pesticide Spill Response

This policy outlines the responsibility, training, reporting and cleanup methods involved if a materials spill takes place on district owned property.

Standard 1 Licensing and Continuing Education Training

PURPOSE

This standard defines the education and licensing requirements by the Oregon Department of Agriculture for all BPRD personnel who buy, handle and apply pesticides for the district. It is BPRD's desire to maintain the highest standards of professional conduct and will continue to equal or exceed the minimum requirements of the State of Oregon.

STANDARD

All BPRD personnel handling or applying pesticides shall hold a Public Pesticide Applicators License issued by the Oregon Department of Agriculture. This license requires an exam in Laws & Safety and at least one category exam in the following:

- Ornamental & Turf
- Agriculture
- Right-of-way

Oregon State law requires that in order to maintain your license a Public Pesticide applicator must:

- Accumulate a total of 40 credit hours during the five year certification period.
- No more than 15 credit hours may be accumulated in any calendar year.

All BPRD license holders are required to participate in these trainings to enhance and maintain their knowledge and expertise in pest management. Ultimate responsibility for maintaining a valid license lies with the applicator.

Continuing education classes are offered by a variety of sources including the Oregon State University Extension Service, community colleges, industry professional associations and other accredited sources. BPRD will keep pesticide applicators informed of, and will pay for approved supplemental education and licensing fees to meet continued certification and licensing requirements.

All BPRD applicators must be permanent status employees. Regardless of license status, no seasonal employee shall apply pesticides on park land without special approval from the Park Services Manager.

PURPOSE

This standard establishes IPM methods and Approved Pest Control Strategies for use in the management of BPRD park property. The following terms are used as defined.

- Threshold – The level of a pest presence above which unacceptable amounts of danger, negative impacts or injury is likely to occur.
- Action level – The point at which control measures are necessary to prevent a pest population from exceeding a threshold.

STANDARD

BPRD personnel responsible for park and facilities maintenance programs shall utilize the principles of Integrated Pest Management (IPM) to control pest problems. Park landscape, facilities and natural spaces will be monitored for unwanted pests and once a threshold has been met, appropriate actions will be determined. Following the methods of IPM, BPRD staff shall use the Approved Pest Control Strategies to determine the most cost effective and environmentally sensitive pest control method available. If a chemical control is selected, only licensed staff will apply the chemical selected from the approved list of pesticides located in Appendix 1 of this document. After a control measure has been made, the site will be monitored to assess the efficiency of the application and any impact of the control measure that was taken.

Standard 3**Use of Protective Clothing and Equipment**

PURPOSE

This standard describes the requirements for the use of protective clothing and equipment by BPRD personnel when applying pesticides on park property. Specific information on protective equipment is available on the individual product label or the Safety Data Sheets (SDS)

STANDARD

BPRD personnel that come in contact with any pesticide shall follow all clothing and equipment use requirements listed on the specific product label, or SDS for the selected pesticide. In house training on how to interpret an SDS label along with Hazardous Communication is provided by BPRD yearly or on an as needed basis.

The required personal protective equipment (PPE) listed under the label requirement will be provided to the employee by BPRD. These mandated requirements may include respiratory protection, eye protection, coveralls along with chemically resistant boots or gloves. The applicator is responsible for the cleaning, storing, maintaining and the appropriate disposal of PPE equipment.

The label is considered the law. Any documented violation of this policy may result in disciplinary action.

PURPOSE

This standard defines the methods for purchasing and storing pesticides for use on park property.

STANDARDPurchasing pesticides or materials

Only full-time employees who are licensed applicators are authorized to purchase pesticides and materials for BPRD. Pesticides include herbicides, insecticides, fungicides, rodenticides and many other substances used to kill, harm or repel pests. In most cases BPRD only purchases pesticides in the "General Use" category. Although "General Use" pesticides may be bought over the counter without a pesticide license, BPRD still requires this level of control when purchasing materials.

Storage of Pesticides

Pesticides or pesticide containers shall be kept in secure and safe locations in accordance of existing laws. They shall be secured in a well ventilated and if possible, heated storage area. Areas of storage will be labeled "Pesticide Storage Area".

Documentation

A binder with the proper Safety Data Sheets will be kept at each facility where pesticides are stored.

Licensed applicators trained in the safe handling of pesticides will clean each storage facility on a yearly basis.

Standard 5**Pesticides approved for Use in Parks**

PURPOSE

This standard describes the approval process for pesticides used in parks. The approved list for each unit is in Appendix 1 of the IPM document. District standard requires strict adherence to all label requirements concerning the safe and effective use of pesticides.

Pesticides vary widely in their characteristics and labels for uses. Not every registered pesticide will be appropriate for use within BPRD's IPM program. BPRD experience and IPM principles have demonstrated that it is more desirable to have a broader specialized selection of products that target specific pests, rather than a small number of general use pesticides. This narrows the effects of control to the target pest only. It may also aide in the reduction of the number of resistant pests that can arise from continued use of a small number of general use controls. It can also lead to an overall reduction of pesticide usage required to maintain parks and open spaces.

IPM program needs for various pesticides can change as new pest challenges arise. Availability of products can change, active ingredients may be discontinued and label uses are updated added or removed. Knowledge about a particular pesticide may change over time and could influence their suitability for use with the IPM program. For these reasons, approved lists need to be flexible to allow for additions or removal from the program.

STANDARD

BPRD shall maintain a list of pesticides approved for use by district personnel on park property stated in Appendix 1 of the IPM document. This list will be used when choosing the proper pesticide when an application is deemed necessary. The most appropriate, cost effective and least toxic pesticide from the list shall be used. The list should be reviewed on a yearly basis to insure that they are kept current. Requests by staff to add or delete a pesticide will be reviewed by the Departments manager to ensure that the product meets the following criteria:

1. Is registered by the Environmental Protection Agency.
2. EPA Level III "Caution" or Level II "Warning" or Level 1 "Danger"
3. Is labeled for use in parks, trails, natural spaces or right-of- way.
4. Meets the criteria of the districts IPM program including the Criteria for Choosing a Synthetic Pest Control Method.

Once approved, the pesticide can be added to the list and the pesticide is authorized for purchase by licensed district employees.

Use of pesticides for unauthorized or illegal applications by BPRD staff will be caused for disciplinary action. The districts IPM policy expects adherence to all pesticide label requirements concerning safe, legal and effective use of pesticides.

PURPOSE

This standard outlines the on-site notification procedures that are to be used prior, during and after an application has taken place. BPRD understands that park users may want to be informed of a specific pesticide treatment. Label requirements for pesticide applications may also mandate that entry into a treated area be avoided for a specific interval. If no mention of re-entry is made on the label, then the general rule is to wait until the liquid pesticide is dry and any dust has settled from a dry application before removal of notification and re-entry into an application site is allowed.

STANDARD

It is the standard procedure of BPRD to notify the public that a pesticide application has taken place on a site through the use of a sign, such as, "Notice THIS AREA HAS BEEN TREATED". An example of this sign is provided in Appendix 4. These signs are posted in clearly visible locations, at park entries, trail heads and / or any other application site. Signs will be placed a maximum of 200 feet between each sign. The intent of the sign placements is so that park users will encounter them before they enter a treated area.

Re-entry specifications are listed if required by label. Signs will be removed after the re-entry specification has been met. This is usually after the liquid is dry and the dust has settled from a dry granular application unless otherwise noted.

Standard 7**Pesticide Application on BPRD Managed Property**

PURPOSE

This standard establishes procedures for pesticide applications in a safe and legal manner by district employees on BPRD managed property. All registered pesticides are accompanied by a legal label specific to each product that defines the legal use. Pesticides must be applied according to these label directions. These directions include safety measures, mixing, diluting, storage, disposal and restrictions on re-entry into a treated site.

STANDARD

It is the standard procedure of BPRD for their employees to apply pesticides in a safe and legal manner on BPRD managed property and adhere to all the requirements for the safe and efficient use of pesticides.

The following criteria shall be met when applying pesticides. Some of these requirements are addressed further in other standard procedures.

- BPRD applicators must be licensed with the State of Oregon.
- The label is the law.
- Personal protective Equipment shall be used wherever indicated by the product label and it will be maintained in a workable and safe manner.
- Spray equipment shall be maintained in a safe and useful condition. Where applicable, spray equipment shall be calibrated regularly.
- Use the Criteria for Choosing a Synthetic Pest Control Method.
- Pesticides shall be chosen from the approved lists as provided for the appropriate work units.
- Pesticides shall be applied only when appropriate weather conditions exist.
- Notification signs shall be posted in areas where pesticides are applied and removed once label re-entry requirements have been met.
- All applications shall be documented on the approved application forms. An example is in Appendix 3.

PROCEDURES

1. Skilled staff will determine the threshold and action level for a specific pest problem.
2. Control strategies in the field are decided on by a licensed Park Maintenance 2 employee, Supervisor or Manager. The "Approved Pest Control Strategies" shall be used as a guide for decision making.
3. Special situations may require expertise outside BPRD such as a University Extension Program, Pest control advisor or manufacturer representative.

If pesticides are to be used:

1. Choose the pesticide using the Criteria for “Choosing a Synthetic Pest Control Method” and from the “Approved Pesticide List” (Appendix 1).
2. Check and calibrate application equipment.
3. Check weather conditions, including wind, rain, humidity and temperature. Applications should only be made in calm weather to prevent drift.
4. Post “Notice Signs”
5. Apply material according to the label and in accordance with state and federal regulations.
6. Record applications on use report.
7. Remove signs after re-entry requirements have been met.
8. Evaluate the results of control measures.

Standard 8**Pesticide Application Record Keeping**

PURPOSE

This standard outlines the methods for record keeping related to pesticide applications by BPRD employees. The State of Oregon requires that written application records be kept. The law requires that licensed applicators record the details of pesticide applications and keep these records for no less than three years. These records must be stored in a central location and be available for review.

STANDARD

It is the standard of BPRD to record and keep records of all applications performed by BPRD employees. A master file of copies of these records shall be kept at the Park Services Complex and overseen by each departments Park Services Manager. Each operating unit shall keep records of applications made by their own personnel. These records shall be maintained for no less than three years. A sample pesticide use report can be found in Appendix 3.

Standard 9**Use of Remaining Pesticides Solutions and Rinses**

PURPOSE

This standard outlines methods for use of remaining pesticide solutions and rinses in a legal and safe manner. Applicable laws require that all pesticide solutions and rinses be applied to target areas according to label directions. These solutions and rinses may also be disposed of at an authorized pesticide disposal site.

STANDARD

It is the standard of BPRD to conduct our pesticide operations so that disposal of material is not necessary. Pesticide solutions and rinses are applied according to the label and to legal target areas so there are no remaining pesticides. This shall be accomplished by accurately gauging the amount of pesticide needed for the job. BPRD promotes the use of advance planning to minimize the number of times it is necessary to switch pesticides in spray equipment. In order to reduce the amount of excess rinsate, it is the policy of BPRD to rinse equipment only at the end of the spray cycle or when changing to pesticides that are incompatible with those in the tank.

PROCEDURES

Following are some considerations to make before starting to spray to ensure the proper amount of pesticide is mixed.

Advance considerations:

- Weather conditions and predictions.
- Acreage / square footage of the job site.
- Calendar: special events, mowing, irrigation, etc.
- Type and size of the equipment appropriate to do the job.
- Mix only enough product to perform the job.

Rinse the sprayer if the following conditions apply:

- It is necessary to use a pesticide incompatible with that previously used.
- It is the end of a spraying cycle.

Use the following rinse process:

1. Read the pesticide label. The following should not conflict with label information or state or federal regulations. Contact your supervisor if you see a conflict or have questions.
2. Wear protective clothing, as listed on the label or on the Safety Data Sheets when handling pesticides, pesticide containers or pesticide equipment.

3. Fill the spray equipment approximately $\frac{1}{4}$ full with clean water. Add a neutralizing agent if the pesticide label recommends one. Shake or agitate so that all inside surfaces are washed. If possible use the spray hose to rinse the inside surface of the tank. These procedures should coincide with all label regulations.
4. Spray the rinse water out of the spray equipment onto an approved target area. Rinse water should be run through all hoses, booms, etc. Filters should be cleaned. Because of the dilute nature of the pesticide in the rinse water, a coarse spray can be used and is recommended to save time. Do not “pond” or saturate the soil.
5. If the tank is to be stored, repeat steps 3 and 4 above, without a neutralizing agent.

Standard 10 Disposal of Empty Pesticides Containers, Unusable Pesticides and Equipment

PURPOSE

BPRD considers proper disposal of pesticides and pesticide containers to be of the utmost importance to the safety and well-being of employees and the public.

Several governmental agencies regulate pesticide disposal. No one agency has comprehensive authority. Agencies involved may include, but are not limited to, the Oregon State Department of Agriculture, Oregon Department of Environmental Quality, U.S. Environmental Protection Agency, and state and federal Occupational Safety and Health Administration (OSHA) programs.

STANDARD

BPRD shall dispose of pesticides and empty pesticide containers in accordance with all State and Federal regulations and label recommendations. The disposal of these materials requires care in handling and use of all necessary protective equipment.

PROCEDURES

Read the pesticide label. The following steps should not conflict with label information or State and Federal regulations. Contact your supervisor if you see a conflict or have questions.

Wear protective clothing when handling pesticides or pesticide containers, as listed on the label or on the Safety Data Sheets.

Non-rigid containers including bags and sacks:

1. Pesticide material must be emptied into application equipment to the extent made possible by physical agitation of the container.
2. Visually verify that residues have been removed.
3. Roll up the container when empty.
4. Dispose as per label.

Rigid containers such as plastic or metal:

1. Pesticide material must be emptied into application equipment to the extent possible by pouring, then visually verifying that the residues have been removed.

2. The container must be at least triple-rinsed with clean water until clean, with the contaminated rinse water being poured into the spray equipment. Empty the pesticide and all rinses into the sprayer before the full amount of diluting water is added to the spray equipment. After the container is clean, it shall be punctured and crushed.
3. Dispose as per label.

STORAGE OF EMPTY PESTICIDE CONTAINERS

1. Containers must be labeled ("Needs Rinsing") and stored in a locked cabinet until they can be rinsed and disposed of per the label.
2. Special containers needing special handling must be delivered, deposited, and recorded by a licensed applicator in the waste storage container located in the Pesticide Storage Container. Drop material into the appropriate waste storage box.
3. Record the date, name of the pesticide, quantity, size of the container, and the applicator signature. These records shall be maintained at the site and copies forwarded to the Park Maintenance Coordinator on a twice-yearly basis.

DISPOSAL OF UNUSABLE PESTICIDES

Unusable pesticides are ones that: 1) are damaged through vaporization, freezing, infiltration of moisture to containers, or photo decomposition; 2) have exceeded their shelf life; 3) have visually changed their composition or structure in some manner; or (4) have totally or partially suspended registrations.

1. The Safety Coordinator should be informed of the plans in advance to dispose of pesticides.
2. The person disposing of pesticides should keep a record of distribution on file for three years stored with the other spray records.
3. If the pesticide has reduce effectiveness for example, due to the long storage, moisture or freeze damage, follow the recommendations of the dealer, manufacturer, or licensed consultant and use procedures in this policy as they apply.

One option could be to apply the material realizing that full control may not achievable using the damaged pesticide. If this option cannot be followed legally, follow recommendations of the dealer or manufacturer or licensed consultant. It is not legal to transfer damaged or altered pesticides to another party for use. It may be necessary to arrange for disposal of the pesticide in a manner recommended by D.E.Q.

Disposal of Pesticides with Totally or Partially Suspended Registrations, which are rendered legally unusable by BPRD.

1. Keep up-to-date on the industry news and use up materials before they are legally banned if possible.

2. Follow recommendation of the manufacturer or dealer in finding a legal user for the pesticide.
3. If the pesticide is unopened and/or still retains its integrity, it may be possible to transfer the pesticide to a legally registered bureau, agency, or group for use.
4. Dispose of the pesticide in a manner recommended by D.E.Q

Standard 11 Emergency Information Concerning Accidental Pesticide Exposure

PURPOSE

This standard defines BPRD's response to inquiries by employees and the general public concerning adverse health effects as a result of accidental exposure to pesticides. Due to public concerns, handling of inquiries needs to be professional, calm, and prompt. BPRD does not have toxicological or other medical expertise on staff. This expertise is however, readily available in the community. Therefore, these concerns will be referred to the medical community.

STANDARD

BPRD will keep employees who apply pesticides informed of proper procedures to be taken in case of pesticide exposure. Anyone inquiring about pesticide exposure will be referred to his or her personal physician, the Oregon Poison Center (OPC), or the Pesticide and Analytical Response Center (PARC).

Safety Data Sheet information is available to all personnel for their own use. This information includes symptoms produced by the product and procedures for handling overexposure to individual pesticides. If symptoms of illness occur during or shortly after applying pesticides, call OPC or get the patient to medical attention immediately.

Non-emergency questions received by BPRD shall be referred to the Park Services Manager or Supervisor, who will refer the questioner to the appropriate individuals or sources for more information.

PROCEDURES

Use planning to avoid emergencies and to expedite aid should an accident occur.

- Research symptoms and problems of each pesticide to be used on the Safety Data Sheets.
- Use all safety procedures and protective gear as recommended on the label or in the Safety Data Safety Sheets.
- Have a copy of the appropriate label available while applying or transporting pesticides, both concentrated and diluted.

In case of a medical emergency related to suspected pesticide exposure:

- Handle any emergency situation as per First Aid instructions.
- Call for emergency assistance if necessary.
- Refer to Oregon Poison Center.
- Take a label for reference for medical personnel if it is necessary to leave the site.
- Inform your supervisor as soon as possible.

- Inform the Park Services Manager as soon as possible.

In response to a non-emergency inquiry:

- Respond to simple direct questions.
- Refer detailed or technical questions to the Park Services Manager.
- Inform your supervisor.

PURPOSE

This standard outlines procedures for rodent control measures on BPRD managed property. Major pests include rats, woodrats, mice, voles and gophers. The control of rats is considered a vector problem due to the fact they can carry disease to humans. Gophers and voles are a turf problem.

Mechanical controls used to control mammalian pests can be harmful to small children and pets who might be exploring holes or otherwise accessing baited areas.

STANDARD

Control of rats and mice is desired because they are vectors for disease. No license is required for mechanical control of rats and mice. If necessary, chemical control can be contracted out to private pest control professionals.

Control of gophers and voles can be done by park employees or hired out to pest control contractor. Care should be used to assure that set traps or baits are hidden from view and are not a safety hazard to park visitors. Any need for chemical controls can be referred to vector control and arranged through the Park Services Supervisor or Manager.

PURPOSE

Pesticide applications that are carried out by personnel other than BPRD employees, such as those done by private contractors, must undergo a preliminary approval process before the work begins.

STANDARD

Contractors that are hired by BPRD to perform pesticide applications shall provide both commercial operator and all applicator license numbers. They must identify and describe fully the materials chosen from the approved product list, proposed methods of application, equipment employed, the purpose of the application, and supply the appropriate labels and SDS information. They must also follow all BPRD notification procedures that will be used.

Furthermore, they must satisfy all of the additional BPRD contractual language pertaining to pesticide applications. This may include safety precautions, liability issues and responsibilities. These issues are dealt with in the contract language agreed to before the project has begun by both the district and the contractor.

PROCEDURE

After receiving the contractor proposal, the Park Services Manager shall review the proposal and approve or deny the request based on the principles of this policy. The same criteria for determining the best method of pest control for BPRD applications shall be applied to the evaluation of contractor proposals. IPM techniques and methodology shall be required and employed.

PURPOSE

This standard outlines the responsibilities, training, reporting and cleanup methods involved if a materials spill takes place on district owned property.

STANDARD**DESCRIPTION AND TRAINING**

All employees who work with pesticides will have spill response training. Employees are trained to assess the risk of the spill, protect themselves, stop/confine the spill and clean up. This training is in addition to training received during pesticide applicators license training.

The Safety Coordinator and / or Park Services Manager will be responsible for notifying regulatory agencies, documenting incidents, ensuring that the cleanup is complete, and for making arrangements for the disposal of hazardous waste.

SPILL PREVENTION

BPRD personnel will employ a variety of practices to reduce the potential of a pesticide spill. These will include the following:

Purchasing

When procuring chemicals, a factor in determining which chemical formulation to purchase will be the ease with which it can be cleaned up in the event of a spill. Types of packaging and formulations that may help to prevent a spill from occurring will be factors as well. Characteristics of the pesticide, such as toxicity and reactivity that may affect the seriousness of a spill, will also be considered.

Preparation

Planning, training of personnel, and acquisition and maintenance of equipment and supplies will be done to reduce the risk of a spill occurring, and to minimize damage, should one occur. For example, regular preventive maintenance will be done on sprayers, replacing hoses and valves before they wear out.

Work Practices

District personnel will use practices to minimize the potential for a spill to occur and to ease clean up should one occur. For example, pesticides should be placed in a leak proof container (including backpack

sprayers and measuring tip-n-pour bottles) while being transported.

BPRD Approved Pesticide List

BPRD recognizes that pesticide information and best management practices change as research and information becomes available. The approved list provides recommendations based on reliable and accurate information from subject matter experts. Part of a good IPM approach allows for the choice of ideal materials for a specific need and for managing pest resistance with rotations of different products rather than using a “one material fits all” approach.

It's important to understand that pesticide applications are used after many other IPM strategies have been tried or considered. The majority of BPRD pest management practices utilized while maintaining parks never involve pesticides. Furthermore, great deal of our park acreage never receive any type of pesticide applications. IPM strategies that BPRD employs include prevention of pests through policy and park design, and control of pests through cultural practices, biological controls and mechanical methods.

All pesticides available for use within parks must be placed on an approved list. Pesticides not appearing on the following lists are not to be used within the boundaries of BPRD owned property.

HERBICIDES

Herbicides used for the control of pre-emergent weeds.

Name	Active Ingredient	Primary Use
Dimension	Dithiopyr (0.25%)	Used in shrub beds, cracks, tree wells and fence lines. Can be mixed with a non-selective herbicide.
Pendulum	Pendimethalin: N-(ethylpropyl)-3,4-dimethyl-2,6-dinitrobenenamine	Used in shrub beds, cracks, tree wells and fence lines. Can be mixed with a non-selective herbicide.
Surflan AS	Oryzalin	Used in shrub beds, cracks, tree wells and fence lines. Can be mixed with a non-selective herbicide.

Non-selective herbicide for the control of post-emergent weeds.

Round Up Quick Pro	Glyphosate	Primary post vegetation control used with other methods in shrub beds, tree wells, fence lines and other park areas to control invasive weeds.
Round Up Pro Aquatic	Glyphosate	Primary post vegetation control used with other methods along the borders adjacent to waterways.

Selective herbicide for the control of post emergent broadleaf weeds.

Speed Zone	2,4-D (ester)+mecoprop-p acid+dicamba acid+ carfentrazone-ethyl	Used for spot treatment broadleaf weed control in turf areas.
Vastlan	Triclopyr choline	Used for woody plant species and annual broadleaf and noxious weed control.

Surfactants

Preference	Alkyphenol ethoxylate, sodium salts of soya, fatty acids, isopropyl alcohol	Nonionic surfactant and antifoaming agent used in tank mixing
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Emergency Phone Numbers

Fire, Ambulance, HAZMAT	911
Oregon Poison Center	1-800-222-1222
Pesticide Analytic & Response Center	503-731-4025
Oregon Department of Agriculture	503-986-4550
Department of Environmental Quality (DEQ)	541 388-6146
Environmental Protection Agency	1-800-424-4372
Oregon Department of Fish & Wildlife	541-447-5111
Park Services	541-388-5435

**Pesticide Reporting Record****Applicator****License # :****EXAMPLE**

Date / Time	Site	Zip Code	Product Brand Name / Supplier	Product EPA Reg. No.	Amount oz.	Purpose

EXAMPLE

NOTICE

This area has been
treated to control
weeds _____

Turf ☐ Beds/Tree Wells ☐ Pavers ☐



Bend Park & Recreation
DISTRICT

Deschutes County Weed Policy and Classification System

"Noxious Weed" means any weed designated by the Deschutes County Board of County Commissioners ("Board") that is injurious to public health, agriculture, recreation, wildlife, or any public or private property; any weed that impacts and displaces desirable vegetation, such as Threatened and Endangered plant species, wildlife habitat, and livestock.

It is acknowledged that certain noxious weeds have become so thoroughly established and are spreading so rapidly on private, state, county, and federally owned lands that they may have been declared by Oregon Revised Statute 569.350 to be a menace to public welfare. Steps leading to eradication where possible, and intensive control are necessary. It is further recognized that the responsibility for such eradication and intensive control rests not only on the private landowner and operator, but also the county, state and federal government.

Noxious Weed Control Rating System

Noxious Weeds, for the purpose of this system, shall be designated "A", "B" or "C"

1. An "A" designated weed is the highest priority noxious weed designated by the Board. The Weed Control District will comply with a state wide management plan and/or implement a county wide plan for intensive control and monitoring. An "A" rated weed may also be a weed of known economic or ecological importance which occurs in small enough infestations to make eradication or containment possible; or one that is not known to occur here, but its presence in neighboring counties make future occurrence here seem imminent.

Action: Infestations are subject to intensive eradication, containment or control when and where found.

2. A "B" designated weed is a weed that has the potential to cause economic or ecological harm to agriculture, recreation, wildlife and transportation systems. Distribution is limited in the County, region or State. Intensive control to limit or eliminate reproduction and spread will occur at the County level as resources and situations allow.

Action: Intensive containment, control and monitoring by the landowner is required.

3. A "C" designated weed is a weed that has the potential to cause economic or ecological harm to agriculture, recreation, wildlife and transportation systems. Distribution is widespread in the County, region or State; therefore, eradication is unlikely and treatment is a lower priority.

Action: Control and monitoring by the landowner is recommended.

This list is available on the web at www.deschutes.org/weeds or by contacting the Deschutes County at 541-322-7117.

"A" Rated Weeds:

<u>Common Name</u>	<u>Scientific Name</u>
African Rue	<i>Peganum harmala</i>
Buffalobur +	<i>Solanum rostratum</i>
Common Houndstongue	<i>Cynoglossum officinale</i>
Dyer's Woad **	<i>Isatis tinctoria</i>
Eurasian Milfoil +	<i>Myriophyllum spicatum</i>
False Brome	<i>Brachypodium sylvaticum</i>
Giant Cane (Giant Reed)	<i>Arundo donax</i>
Hoary Alyssum +	<i>Berteroa incana</i>
Hydrilla	<i>Hydrilla verticillata</i>
Leafy Spurge +	<i>Euphorbia esula</i>
Meadow Knapweed	<i>Centaurea nigrescens</i>
Mediterranean Sage +	<i>Salvia aethiopis</i>
Medusahead Rye +	<i>Taeniatherum caput-medusae</i>
Musk Thistle **	<i>Carduus nutans</i>
Orange Hawkweed +	<i>Hieracium aurantiacum</i>
Perennial Pepperweed +	<i>Lepidium latifolium</i>
Purple Loosestrife +	<i>Lythrum salicaria</i>
Rush Skeletonweed	<i>Chondrilla juncea</i>
Russian Knapweed +	<i>Acroptilon repens</i>
Saltcedar Tamarix +	<i>Tamarix ramosissima</i>
Scotch Thistle +	<i>Onopordum acanthium</i>
Squarrose Knapweed	<i>Centaurea virgata</i>
Sulfur Cinquefoil	<i>Potentilla recta</i>
Tansy Ragwort +	<i>Senecio jacobaea</i>
Ventenata +	<i>Ventenata dubia</i>
Water Primrose	<i>Ludwigia ssp.</i>
Whitetop; Hoary Cress +	<i>Lepidium draba</i>
Wild Carrot +	<i>Daucus carota</i>
Yellow Floating Heart +	<i>Nymphoides spp.</i>
Yellow Starthistle **	<i>Centaurea solstitialis</i>

"B" Rated Weeds:

<u>Common Name</u>	<u>Scientific Name</u>
Canada Thistle +	<i>Cirsium arvense</i>
Dalmation Toadflax +	<i>Linaria dalmatica</i>
Diffuse Knapweed +	<i>Centaurea diffusa</i>
Kochia +	<i>Kochia scoparia</i>
Myrtle Spurge +	<i>Euphorbia myrsinites</i>

Common Name**Scientific Name**

Poison Hemlock +
Puncturevine +
Ribbon Grass +
Russian Thistle +
Scotch Broom
Spotted Knapweed +
Yellow Toadflax +
Yellowflag Iris +

Conium maculatum
Tribulus terrestris
Phalaris arundinacea var. *picta*
Salsola spp.
Cytisus scoparius
Centaurea stoebe
Linaria vulgaris
Iris pseudacorus

"C" Rated Weeds:**Common Name****Scientific Name**

Bull Thistle +
Bur Buttercup +
Cheat Grass (Downy Brome) +
Common Mullein +
Dodder +
Field Bindweed +
Filaree Redstem +
Horseweed +
Oxeye Daisy +
Poverty Sumpweed +
Quackgrass +
Reed Canary Grass +
South American Waterweed +
Spiny Cocklebur +
St Johnswort +
Sweet Clover(s) -Only on Right of Ways +
Western Water-Hemlock / +

Cirsium vulgare
Ranunculus testiculatus
Bromus tectorum
Verbascum thapsus
Cuscuta spp.
Convolvulus arvensis
Erodium cicutarium
Conyza canadensis
Leucanthemum vulgare
Iva axillaries
Agropyron repens
Phalaris arundinacea
Elodea densa
Xanthium spinosum
Hypericum perforatum
Melilotus officinalis
Cicuta douglasii

+ Currently in the County

**All known populations have been treated

/ Natives but Poisonous to Animals or Humans

BOARD AGENDA COMMUNICATION

AGENDA DATE:	January 16, 2024
SUBJECT:	2024 Strategic Plan Development Approach
STAFF RESOURCE:	Rachel Colton, Park Planner Michelle Healy, Deputy Executive Director
PREVIOUS BOARD ACTION:	June 18, 2019 – Adopted Strategic Plan
ACTION PROPOSED:	None
STRATEGIC PLAN:	N/A

BACKGROUND

The 2019-2023 Strategic Plan will sunset at the end of this fiscal year, and a new Strategic Plan will be necessary to establish the framework for how the district will serve the community and its staff through internal operations in the coming years. The new plan will be completed in-house and staff anticipates the 2024 Strategic Plan will be ready for board action in October 2024. The plan will be developed in five phases:

1. **Data Review:** Including, but not limited to the current Strategic Plan, 2018 Comprehensive Plan, 2022 Perception Survey, 2022 Employee Survey, 2022/2023 Recreation Annual Report, 2023 Community Needs Assessment Survey, applicable district policies, Diversity Equity and Inclusion Action Plan, and the district's mission, vision and values.
2. **Staff and Board Feedback:** This will be the most time intensive phase and will include a staff survey, staff focus groups and board work sessions.
3. **Annotated Outline:** This outline will provide the framework for the 2024 Strategic Plan.
4. **Draft 2024 Strategic Plan:** The plan will be informed by data review, and staff and board feedback. Board review of draft plan is targeted to occur in September.
5. **Finalize and Adopt 2024 Strategic Plan:** The plan will be updated to reflect staff and board feedback, with board action on the plan targeted to occur in October.

During the board meeting, staff will provide an overview of the 2024 Strategic Plan development approach and timeline.

BUDGETARY IMPACT

The 2024 Strategic Plan will be developed in-house, with minimal expenditures associated with hosting feedback meetings with district staff and the board. Once approved, the 2024 Strategic Plan will guide the district's future investments in a variety of key focus areas.

STAFF RECOMMENDATION

None, for informational purposes only.

MOTION

None

ATTACHMENTS

None

BOARD AGENDA COMMUNICATION

AGENDA DATE:	January 16, 2024
SUBJECT:	Trail Planning Update
STAFF RESOURCE:	Henry Stroud, Trail Planner
PREVIOUS BOARD ACTION:	None
ACTION PROPOSED:	None
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

This presentation is intended to provide an overview of district trail projects including planning and trail development. It will cover the following topics:

1. Our existing trail system
2. Recent accomplishments in trail development
3. Significant trail gaps and status of planning/development
4. Status of other active trail projects

In our most recent community needs survey, Bend residents again ranked soft surface trails and hard surface trails as the #1 and #5 most important park and recreation needs, respectively. Soft surface and hard surface trails also rank as the #1 and #3 most used facilities in the park system. These results are consistent with past community needs surveys as well as findings in the 2019–2023 Statewide Comprehensive Outdoor Recreation Plan (SCORP) where Oregonians throughout the state identified using local trails and paths as their top outdoor activity behind running or cycling on local streets and sidewalks.

To meet the high demand for trails, the Bend Park and Recreation District's 2018 Comprehensive Plan proposes a network of soft and hard surface trails that will connect neighborhoods to parks, the river, and other amenities throughout Bend. The proposed alignments are the result of collaborative planning with the city of Bend and other agencies.

District staff have been working to advance our highest priority trail projects and to develop additional portions of the planned trail system through private land development as opportunities arise. This presentation will provide a review of current projects as well as significant trail gaps and the opportunities and constraints to completing them.

BUDGETARY IMPACT

None

STAFF RECOMMENDATION

None

MOTION

None

ATTACHMENT

None

January 2, 2024

District Office Building | 799 SW Columbia | Bend, Oregon



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

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

Don Horton, Executive Director
Michelle Healy, Deputy Executive Director
Matt Mercer, Director of Recreation
Brian Hudspeth, Development Manager
Kristin Toney, Administrative Services Director
Julie Brown, Manager of Communications and Community Relations
Henry Stroud, Planner
Sara Anselment, Planner
Bronwen Mastro, Landscape Architect
Eric Baird, Finance Manager

Larry Waters: Mr. Waters said he wanted to thank the board and staff for finishing the trail at Sunset Hill. He said it is beautiful with nice signage.

Brent Stinski: Mr. Stinski commended the district on the quality of the community needs survey that was just completed. He said the public response reflects trust in the district for the community.

1. Community Needs Survey report – *Sara Anselment and RRC*

Jake Jorgenson from RRC reviewed the final report of the Community Needs Survey. He explained the statistically valid sample and the open link sample and stated that 2,754 combined surveys were completed.

Mr. Jorgenson shared that trails are the most used recreation facility for both samples and the top three most visited facilities include: gravel/natural surface trails, natural area parks and paved trails, followed by off-leash parks and riverfront parks. He explained the needs and unmet needs and the desire for each according to the surveys. The top three facilities most important to households include:

soft surface trails, natural area parks and dog parks. He said this data helps to shape the top three community issues that were identified as:

- Maintain parks, trails and recreation facilities at a high level of care
- Provide stewardship of the natural areas along the Deschutes River
- Build new parks and trails in areas of town without park or trail access

The survey showed support for the additional following items:

- A future bond if the bond paid for things most important to their household.
- A southern footbridge crossing over the Deschutes River to connect to forest service land at Good Dog Park.
- Adding more park land and facilities to maintain the quality of service per resident for future growth.

Mr. Jorgenson said there were additional comments and suggestions focused on swimming and water facilities, natural parks and river access, disc golf and recreational courses, homelessness, housing and park usage and indoor facilities and ice rinks.

Next, Mr. Jorgensen revealed the key findings for trails as the most utilized recreation facilities (with use from 90 percent of the invite sample) and natural area parks, large community parks, riverfront parks and river access points (70 percent use from both samples).

Respondents also endorsed the following:

- trail development, land preservation for open space and trail improvement with substantial support from both samples.
- A willingness to pay extra to support BPRD in bonds.
- Approval for constructing a footbridge across the Deschutes River.
- Preference for adding more park lands and facilities to maintain service quality per resident.

2. Level of Service Update – *Sara Anselment and Henry Stroud*

Mr. Stroud explained the comprehensive plan as a ten-year plan and overarching policy direction that was last updated in 2018. He said it is a companion document to the capital improvement plan (CIP) and one of the key parts to the comprehensive plan is the needs assessment, along with inventory of the existing system, population and demographics, distribution of amenities and level of service metrics. He stated the district's most recent population estimate is 108,508 people and is estimated to grow to 121,000 by 2028.

He explained the level of service (LOS) for regional parks, community parks and trails and said the district is exceeding the goals for regional parks, but slightly under in neighborhood and community parks and trails. He shared the park area search update, noting that there are 26 park search areas.

Mr. Stroud gave an inequity map update and said staff uses census data and looks at indicators including percentages of disabled, poverty, age dependent, population density and minority

populations in areas of Bend. He showed a composite map based on these factors and said staff uses it to help prioritize projects and make decisions on funding.

Ms. Anselment said the comprehensive plan was adopted in 2018 with 99 projects. She reviewed the definitions of not started, in progress, complete and other. She said 25 have been completed, 38 not started, 32 in progress and four have been removed from consideration.

3. Sawyer Park project update – *Bronwen Mastro*

Ms. Mastro reviewed the project timeline; the park was dedicated to the district in 1980 and was identified as a renovation project in the 2018 Comprehensive Plan. She said the project started as a parking project, but staff learned from the community there was a desire for more amenities, and the project changed. The preferred concept and design received board approval in October 2022, with grants playing a crucial role in funding the project.

Ms. Mastro said the park is located on historical tribal lands, prompting staff to work with the tribe to create a final cultural and historic resources report that resulted in some revisions to the project plan. She reviewed the project budget and scope and mentioned that both increased significantly, and added that grant funding will cover about two-thirds of the cost. She reviewed the preferred concept design and spoke about coordination with the city to add a crosswalk near the park. She said the parking will be moved closer to the road and increased the number of spaces with room to grow. A picnic shelter and restroom will be built near the parking and existing ones will be re-done.

Ms. Mastro provided details on the archaeological site 35DS310 within the project area. The survey encompassed background reviews, pedestrian surveys, 14 shovel test excavations, and eight quarter test unit excavations. Results indicated the collection of 533 cultural materials and the observation of 20 artifacts on the surface, though not all were collected. The boundaries of the archaeological site were expanded based on the survey findings.

Ms. Mastro reviewed the recommended changes to the plan indicating that areas of the park will have no impact to the land. She said all the same elements of the plan stayed intact, but were moved or shrunk to accommodate the recommendations.

She reviewed the next steps:

- Design development, construction documents and permitting.
- Cultural and historic resource coordination through the National Park Service (NPS) and the State Historic Preservation Office (SHPO).
- Signed Memorandum of Agreement (MOA).
- LWCF notice to proceed.
- Construction with a completion date of early 2026.

CONSENT AGENDA

1. Minutes: 12/19/2023

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

BUSINESS SESSION

1. Accept 2022-23 Annual Comprehensive Financial Report – *Eric Baird and Brenda Bartlett (20 min)*

Mr. Baird introduced Ms. Bartlett as the auditor of the Annual Comprehensive Financial Report (ACFR). He explained the breakdown of the report as the introduction, financial section, statistical section and audit comments. He reviewed the fund highlights and announced the district is in a healthy financial position and reviewed the last five years of the district funds, revenues and expenditures.

Ms. Bartlett explained that they do a financial statement audit. She said the district received an unmodified or clean audit opinion for fiscal year 2023. She said Oregon state standards include determining if state law was followed for adoption of the budget and appropriations were not misused. She reviewed public contracts and purchasing rules and said nothing came to the attention to show that the rules were not followed. She remarked that policies and procedures of the district were solid.

Ms. Bartlett led the board through various pages of the document and explained what the auditors were looking at in the audit. She said the responsibility of the auditors is to the board and the audit was a clean audit with no major areas of concern to report.

Director Barram made a motion to accept the Bend Park and Recreation District's audited Annual Comprehensive Financial Report for the fiscal year 2023. Director Borja seconded. The motion was approved unanimously, 5-0.

2. Approve preferred concept for Manzanita Ridge – *Bronwen Mastro*

Ms. Mastro reviewed the Manzanita Ridge park project timeline and said the board will see the preferred concept tonight. She described the neighborhood park site as 3.5 acres adjacent to district owned natural area on the NW side of Bend. She reviewed the budget of \$1,668,510, funded by SDCs.

Ms. Mastro detailed the existing site conditions, emphasizing the presence of mature ponderosa pines, gentle elevation changes, and trail connections to other parks and trail systems. She noted the stunning views that contribute to the unique character of the location.

The project kickoff involved comprehensive outreach and park naming activities. Ms. Mastro shared that feedback from the community emphasized the desire for natural areas, inclusive amenities for multiple generations, and the creation of a community space. The importance of walking on trails, engagement with nature, and concerns about playgrounds, off-leash dogs, parking, increased traffic, and water use were also highlighted.

Three distinct park design concepts—Enhanced Nature, Modern Stargazing, Nature Discovery, and Art—were presented. Ms. Mastro said that these designs were circulated to the same individuals involved in the outreach efforts, resulting in 138 responses. The preferred concept design incorporates elements from all three initial designs.

Director Borja made a motion to approve the Manzanita Ridge Park Preferred Concept Design. Director Schoen seconded. The motion was approved unanimously, 5-0.

EXECUTIVE DIRECTOR’S REPORT

Executive Director Horton shared that the board self-evaluation form was emailed to them today.

BOARD MEETINGS CALENDAR REVIEW

GOOD OF THE ORDER

- Director Schoen said she would like an update on the proposed sports complex meeting if staff attends the meeting.
- Director Hovekamp said that each board member received a copy of a draft letter that was requested by the board to the city on the SDC update and transportation fee. He mentioned the public comments in regards to the board’s MUPTE vote and shared some concerns about consistency from the board with these approvals. He reviewed the letter with the board (attached to the minutes). The board shared their support for sending the letter.

ADJOURN 8:36 pm

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Prepared by,

Sheila Reed
Assistant to the Executive Director

Nathan Hovekamp, Chair

Jodie Barram, Vice-Chair

Donna Owens

Zavier Borja

Deb Schoen



January 3, 2024

Bend City Council
710 NW Wall Street
Bend, OR 97701

SUBJECT: Comments on the city's SDC update and Transportation Utility Fee Proposal

Dear Mayor Kebler and Councilors:

We appreciate city staff's attendance at our December 19 work session and their efforts to proactively share details about your System Development Charge (SDC) update process, and proposal to create a new transportation fee on all residential and non-residential utility customers. Though the board took no formal action on either initiative, we do wish to share feedback and questions raised in advance of the upcoming council meetings where you will be discussing these initiatives.

Affordability is frequently discussed in the community and is something that both of our agencies are trying to address. Whether its decisions around what fees we charge, the choices we make about pursuing bond measures, or the provision of discounts or scholarships to those with less ability to pay, community affordability is always top of mind for the district. Our commitment to affordable living and our efforts to use tax payer dollars efficiently is why it is critically important that we highlight the potentially large effect of these two initiatives. Coupled with the effects from other recent initiatives such as, urban renewal, tax exemptions (i.e., multiple unit property tax exemption program), waivers of park SDCs for affordable housing projects, reduced SDC collections from our tiered methodology (over \$400K to date), and pending increases in city building and planning permit fees (expected to increase between 20-30% this year), cumulatively impact the district's ability to maintain core services and expand services to meet population growth.

While each request taken on its own may seem negligible, the collective impact adds up to millions of dollars in either diverted or forgone revenues, or increased costs for essential community services. These effects are felt not only by the park district, but other taxing entities, including the city, that face the same challenges. The city, however, has the advantage of other tools (like creating the utility fee, or pursuing a gas tax) to mitigate impacts that other agencies may not. To that end, the board wants to assure that as a partner agency, the city is considering the impact that our collective fees and taxes have on the cost of living and doing business in Bend.

Further, the district recently conducted two statistically valid surveys to identify the priority needs and issues that BPRD should address for the community. Resoundingly, both surveys demonstrate that people in Bend expect the district to focus on its mission and provide the services for which it was established. Cutting district services to support the provision of market rate housing, or waivers for affordable housing projects, was ranked far below providing the district's core services. It's within this context that we as the district's elected policy makers need to make decisions on behalf of the community.

System Development Charges

Both the district and the city rely on SDCs to fund needed infrastructure, yet if not properly structured they can affect the affordability of our community. We understand the challenges associated with building the necessary infrastructure our community relies on and SDCs are a tool to help keep pace with that demand. The district is in a unique position as both a collector of park SDCs and a payer of city SDCs for development projects. The comments below are provided from both perspectives.

Residential Tiered Fee Structure

We applaud the city's efforts to create a tiered SDC fee structure for residential development. The district adopted a tiered structure in 2019, and implemented it in 2021, following the city's roll out of new permitting software. After nearly two years of tiered rates, we see the greatest SDC savings for developers building multifamily housing developments with smaller units. Therefore, we were a bit surprised to see that the city is not considering a tiered approach for multifamily units, which would reduce the fees for smaller units. That said, the district is open to revisiting our structure and aligning the square footage tiers for single family units, and reconsidering our decision to tier multifamily developments, to be more consistent with the city's new structure. **We would like additional information from the city about the equity implications and supporting data related to the decision to not implement tiered rates for multifamily developments. This information will assist us in making informed decisions.**

Deferrals

The district's SDC ordinance currently only allows deferral of SDC payment to occupancy for multifamily developments. In the past there was trepidation about expanding deferrals to single family developments due to the inability of the city's permit system to track and assure payment at occupancy. City staff shared that the city's new system has the appropriate checks in place that would more easily allow for this to happen now. We are willing to consider expanding the deferral program to single family dwellings, however, **we want to assure that those seeking a deferral (single family or multifamily) are required to pay the SDC rates in place at the time of occupancy, rather than rates at the time of their deferral request.**

The district's and city's SDCs are currently indexed each year in an effort to keep up with the rising costs of land and construction. If developers seeking a deferral are not charged the established rates at the time of occupancy, or at least charged a sufficiently high enough interest rate to keep pace with development costs, these developers are provided a discount over other SDC payers, and the city and district are left with a shortage of revenue to build the necessary improvements to serve new growth. **It is essential to maintain equity by charging the rates in effect at the time of occupancy and evaluating the broader drawbacks of such changes.**

Exemptions and waivers

The district currently provides up to 75 affordable housing waivers a year for deed-restricted affordable housing that commits to a 30-year deed restriction, meet certain area median income requirements and receives city SDC exemptions. We also provide waivers for emergency, short term shelters outside of the annual cap for people experiencing homelessness, domestic violence or other similar situations.

Since the start of the district's SDC waiver program in 2019, the district has provided 540 waivers, valued at about \$3.25M. As of January 1, 2024, there are 75 waivers for deed restricted affordable housing available for eligible projects before the program ends on December 31, 2024.

With the proposed increases to the city's SDC rates, and the addition of the transportation fee, it is uncertain if the district will be able to extend the waiver program beyond the program's end date. **If the city is open to partnering with the district by providing some level of relief on city SDC rates and the transportation fee, it could assist in mitigating revenue impacts, making an extension of the waiver program more viable.**

Non-residential updates

The district only charges SDCs on residential development and overnight guest accommodations. We do not charge non-residential SDC rates. This decision was made in 2019 after feedback from the development community and city. However, the district is assessed city SDCs for the development of most parks and recreation facilities, and most commonly park SDCs are the funding source that pays the city SDC fees.

The district's SDC fees, like the city's fees, are calculated based on the growth impacts on the system and the costs of the park and recreation infrastructure projects needed to serve that growth. Project budgets include all the costs necessary for development – land acquisition, project administration (including city collection charges), design, permitting fees, and construction. Any time one of those individual costs goes up, it has a corresponding impact on the park SDC fee that must be charged.

The city's prior transportation methodology included discounts for some projects, including recreation centers. The removal of those discounts, along with the base rate increases in the new methodology, results in a significant increase to the cost of a new recreation center. Additionally, the shift from using water meter size to square footage as the determining factor for water SDCs also results in a large increase in costs to these types of projects and other park projects.

For example, a project like The Pavilion could see a significant increase in SDC fees. Although city staff has indicated that the unique nature of The Pavilion may qualify it for the "off-ramp" method of calculating SDCs, if The Pavilion was indoor court or field space instead of ice, the "indoor fitness and recreation" fee would be charged, resulting in over a 300% increase in fees (from \$500k to over \$2M).

We do appreciate that city staff listened to our feedback during the development of the new SDC methodologies, particularly related to sewer costs for pools and concerns around using square footage for water in parks. We also recognize the inherent challenge with the current non-residential structure with its multitude of different categories, and the desire to simplify the system and reduce administrative efforts. **That said, we are concerned some of the changes will have a sizable impact to the overall cost of public projects built by the district (and other public agencies) and request that the city consider changes or accommodations, such as discounts, to mitigate the costs and reduce the burden to the public.**

Transportation Utility Fee

While we understand the methodology for the transportation utility fee is still in flux, based on what we've heard thus far we are anticipating a cost of over \$150K annually to the district's operating budget, which is funded through tax dollars. These tax dollars are provided to the district by the public, who is also being asked to pay the transportation utility fee on their homes, and indirectly to local business owners and through taxes they pay for other government services. While \$15/month on residential units may seem meager to some, it could be a hardship to many in our community. The cumulative effect

of the residential and non-residential fee will be another element that impacts the cost of living and doing business in Bend.

The district provides 88 miles of trails, and is a partner with the city on building and maintaining the transportation system. Through the development of paved and natural surface trails, bridges and other improvements, we contribute to the city's low stress network that promotes walking and cycling. We also have an intergovernmental agreement (IGA) with the city for operations and maintenance of trails that are used for transportation purposes throughout town. Through the IGA the district maintains miles of trails and side paths that are part of the transportation system, including some within city rights of ways. This includes surfacing, sweeping, signage, snow removal, and other services. **The board wishes to highlight this relationship and propose two potential options for consideration: the city could either exempt the district from the transportation utility fee, or provide the district revenue from the fee to help support the operations and maintenance of the trail system.**

Further, we suggest the city consider other tools to help support the maintenance of the transportation system, such as revisiting the concept of a gas tax, which would recoup revenue from tourists, and other non-residents who also make use of and have an impact on the transportation system.

As public agencies, we are constantly balancing the costs of projects and fees with issues of affordability and the community's expectations. We understand that the city established service levels in the recently updated transportation system plan and water system plans based on community feedback. If the level of service for public amenities like roads are not considered with the need for other public services like parks, childcare, schools, libraries, fire, police, public health, etc. we question if the city's current initiatives are aligned with the broader community needs and the city's stated goals of addressing affordable housing. It is imperative that all public agencies assure their provision of services and associated costs balances our collective community's needs and ability to pay. We recognize that other market forces influence the cost of living in Bend aside from SDCs, a new transportation utility fee, or increases in permitting fees. However, the city has control over SDCs and other fees, and as a policy making board, we urge you to make decisions that assure an appropriate balance is struck in the best interest of the community.

Sincerely,

A handwritten signature in black ink, reading "Nathan Hovekamp". The signature is fluid and cursive, with the first name "Nathan" being more prominent and the last name "Hovekamp" following in a similar style.

Nathan Hovekamp, Board Chair
Bend Park and Recreation District

BOARD AGENDA COMMUNICATION

AGENDA DATE:	January 16, 2024
SUBJECT:	Public Hearing - Amended Public Contracting Rules
STAFF RESOURCE:	Justin Sweet, Contracts and Risk Administrator
PREVIOUS BOARD ACTION:	January 17, 2023, adopted Resolution No. 2023-01 August 7, 2018, adopted Resolution No. 416
ACTION PROPOSED:	Adopt Resolution No. 2024-01
STRATEGIC PLAN:	N/A

BACKGROUND

In accordance with Oregon's revised statutes, the Board of Directors acting as the district's local contract review board have the right and obligation to regularly review and update the district's public contracting rules to ensure the rules are consistent with statute, administrative rule, best practices, and the business needs of the district.

The board adopted Resolution No. 416 in August 2018 which replaced the district's then current public contracting rules. Subsequently, the board adopted Resolution No. 2023-01 in January 2023 which amended, in part, the public contracting rules adopted under Resolution No. 416 to take advantage of changes to statute and administrative rules as they related to the evaluation and award of contracts to, architects, engineers, and related services.

Since those previous board actions, statute and administrative rules, best practices, and the district's business needs have changed. Notably, this month changes to statute became operative which substantially increase the dollar amounts of certain procurement thresholds. Therefore, the district desires to exercise the additional discretion provided by these changes to simplify and modernize its procurement practices to ensure best value is realized for the district and its taxpayers.

To realize this desire, staff recommend the board adopts proposed Resolution No. 2024-01 which amends in whole the district's public contracting rules established under Resolution No. 416 and amended by Resolution No. 2023-01.

Proposed changes to the public contracting rules include:

- escalating the Executive Director's contract approval authority from \$120,000 to \$250,000 in alignment with the state's new formal solicitation threshold for goods and services, and the increased cost of doing business;

- removes unnecessary restatement of administrative rule to keep the rules in alignment with administrative rule as they are changed; and
- updated class special procurements which better reflect the district's current needs and the marketplace.

For the board's reference, attached to the agenda item I have included the draft administrative purchasing policy and authorization limits so you can see the policies we intend to implement to effectuate these proposed new public contracting rules.

In accordance with statute to adopt and approve the class special procurements and draft findings in support which are included in the amended and restated public contracting rules and attached to Resolution No. 2024-01, the board must hold a public hearing for the purpose of receiving public comment. After receiving public comment, the board should close the public hearing. The board should thereafter consider public comment, Resolution No. 2024-01, and the draft findings.

Further, in accordance with statute and administrative rule, after approval of the class special procurements, public notice will be advertised allowing seven-days for protest.

BUDGETARY IMPACT

None

STAFF RECOMMENDATION

Staff recommends the board adopts Resolution No. 2024-01 to amend and restate the district's public contracting rules.

MOTION

I make a motion to adopt Resolution No. 2024-01 amending and restating the district's public contracting rules.

ATTACHMENTS

Attachment A - Resolution No. 2024-01, Exhibit A – Amended and Restated Public Contracting Rules, and Exhibit B - Findings in Support of Adopting Class Special Procurements and Exemptions.

Attachment B - Draft Administrative Purchasing Policy, attached for reference only.

Attachment C - Draft Bend Park and Recreation District Authorization Limits, attached for reference only.

BPRD RESOLUTION NO. 2024-01
A RESOLUTION OF THE BEND PARK AND RECREATION DISTRICT BOARD OF DIRECTORS ADOPTING
AMENDED AND RESTATED PUBLIC CONTRACTING RULES

WHEREAS, the Bend Park and Recreation District (the “**District**”) is an Oregon public contracting agency subject to Oregon’s Public Contracting Code (Oregon Revised Statutes (“**ORS**”) Chapters 279A, 279B, and 279C); certain of the Model Rules (Oregon Administrative Rules (“**OAR**”) Chapter 137, Divisions 46 – 49); and

WHEREAS, pursuant to ORS 279A.065(6) and ORS 279A.070, the District may adopt and amend public contracting rules and procedures; and

WHEREAS, the District’s current public contracting rules were adopted by the District’s Board of Directors acting as the District’s local contract review board, under Resolution No. 416 on August 7, 2018 and amended by Resolution No. 2023-01 on January 17, 2023; and

WHEREAS, the District desires to amend and restate its public contracting rules in their entirety to simplify, clarify, and modernize procurement practices so that they reflect the marketplace and industry standards.

NOW, THEREFORE, BE IT RESOLVED that the Bend Park and Recreation Board of Directors, acting as the local contract review board, resolves as follows:

1. The public contracting rules including, without limitation, the class special procurements and exemptions, attached as Exhibit A and incorporated by this reference are hereby adopted.
2. Once adopted, the public contracting rules in Exhibit A replace and supersede any earlier adopted rules, policies, and authorities relating to the same subject matter, including without limitation, Resolution No. 416 and Resolution No. 2023-01.
3. The findings in support of adopting class special procurements and exemptions attached as Exhibit B and incorporated by this reference are hereby adopted.
4. All pronouns contained in this resolution, and variations thereof, will be deemed to refer to the masculine, feminine, or neutral, singular, or plural, as the context may require. The singular includes the plural, and the plural includes the singular. The word “or” is not exclusive. The words “include,” “includes,” and “including” are not limiting.
5. The provisions of this resolution are severable. If any section, subsection, sentence, clause, or portion of this resolution is for any reason held invalid, unenforceable, or unconstitutional, such invalid, unenforceable, or unconstitutional section, subsection, sentence, clause, or portion will (a) yield to a construction permitting enforcement to

the maximum extent permitted by applicable law, and (b) not affect the validity, enforceability, or constitutionality of the remaining portion of this resolution. This resolution may be corrected by resolution of the Board of Directors to cure editorial or clerical errors.

ADOPTED by the Board of Directors on this sixteenth day of January, 2024.

Nathan Hovekamp, Board Chair

Attest:

Don P. Horton, Executive Director

EXHIBIT A
Amended and Restated Public Contracting Rules
[attached]

Nathan Hovekamp, Chair

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Public Contracting Rules
(Resolution No. 2024-01)

Purpose

The purpose of these rules is to govern the district's procurement of goods and services in accordance with Oregon law and in a manner that is fair, equitable, and fiscally-responsible.

Article 1
DELEGATION

1.1 **Definitions**

Terms used, but not defined, in these rules have the meanings given to such terms in Oregon Revised Statutes ("**ORS**") Chapters 279A, 279B, and 279C (the "**Public Contracting Code**") and Oregon Administrative Rules ("**OAR**") Chapter 137, Divisions 46 – 49 (the "**Model Rules**").

1.2 **Local Contract Review Board**

The district's board of directors is the local contract review board.

1.3 **Model Rules**

Except as otherwise provided by these rules, the district adopts the Model Rules.

1.4 **Authority**

Unless expressly limited by law, the Model Rules, the local contract review board, or these rules, all authority or duties assigned to contracting agencies by the Public Contracting Code may be exercised or performed by the Executive Director ("**Executive Director**" means the district's Executive Director or its designee(s)).

1.5 **Approval**

- (a) The local contract review board shall approve all public contract awards, and amendments which result in amended contract totals, estimated to cost \$250,000 or more, except in the event of an emergency, in which case public contracts may be awarded in accordance with section 2.6. The Executive Director may approve all public contract awards, and amendments which result in amended contract totals, estimated to cost less than \$250,000.
- (b) The Executive Director may, by written designation or administrative policy, specify the thresholds for specific district staff members to approve public contract awards or amendments.

1.6 **Administrative Policy**

The Executive Director shall prepare and maintain an administrative policy that specifies procedures for public contracting under these rules and shall review the administrative policy when the Public Contracting Code, Model Rules, and/or organizational needs change.

Article 2 SOURCE SELECTION

2.1 **Public Contracts Generally**

- (a) No financial obligation or expenditure may be incurred by the district unless the financial obligation or expenditure has: (1) budget authorization; (2) complied with these rules; and (3) approval of the appropriate signatory authority; unless the financial obligation or expenditure is required by law, board of directors' resolution, or for payroll.
- (b) No district board member, officer, employee, or agent may use their official position to obtain financial gain or avoidance of financial detriment for themselves, a relative or household member, or for any business with which the board member, officer, employee, agent, or their relative or household member is associated.

2.2 **Disadvantaged, Minority, Women, and Emerging Small Business Enterprises**

The district is committed to purchasing goods and services in a manner that is fair and equitable for all, supports the local economy, and removes barriers to all prospective suppliers, including those certified as a disadvantaged business enterprise, minority-owned business, woman-owned business, veteran-owned business, or emerging small business under ORS Chapter 200. The Executive Director shall develop and promote processes and procedures to provide opportunities to historically underutilized businesses in accordance with this section.

2.3 **Sustainable Purchasing**

The district is committed to purchasing goods and services in a sustainable manner which provides environmental, social, and economic benefits whenever possible. The Executive Director shall prepare, maintain, and implement administrative policies and procedures that enable the district to select sustainable goods and services where appropriate.

2.4 **Personal Services**

- (a) The Executive Director, acting on behalf of the district, may award Personal Services Contracts for services other than Professional Design Services where the contract's dollar value does not exceed \$250,000, without competitive bidding, however, unless deemed impractical, the Executive Director shall use competitive processes whenever comparable options are available within the open market to ensure best value. If competitive processes are deemed impractical, the Executive Director shall document the reasons why in the procurement file. Contracts for Personal Services Contracts for services other than Professional Design Services exceeding \$250,000 must be awarded under the procedures of ORS 279B.060, OAR 137-047-0260, and where applicable, OAR 137-047-0261.
- (b) The Executive Director, acting on behalf of the district, may award Professional Design Services under the procedures of ORS Chapter 279C and Division 48 of the Model Rules.

- (c) In these rules, the following definitions apply:

“Personal Services” means services performed by accountants, attorneys, auditors, architects, engineers, photogrammetrists, transportation planners, land surveyors, other licensed professionals, computer programmers, artists, graphic designers, performers, consultants, and other services as determined by the Executive Director which require specialized technical, creative, professional, or communication skills or talents, unique and specialized knowledge, or the exercise of discretionary judgement, and for which the quality of the service depends on attributes that are unique to the service provider.

“Personal Services Contracts” means contracts for the provision of Personal Services.

“Professional Design Services” means Personal Services that are required to be performed by an Architect, Engineer, Photogrammetrist, Transportation Planner, or Land Surveyor, and Related Services, each as defined in ORS 279C.100.

2.5 **Electronic Advertising**

- (a) The local contract review board finds that Electronic Advertisement (as defined in OAR 137-046-0110(14)) of public notices instead of in a newspaper of general circulation are likely to be cost-effective.
- (b) Except when a public improvement contract is estimated to cost more than \$125,000, the Executive Director is authorized to publish public notices through Electronic Advertisement when the Executive Director determines it is appropriate and consistent with the Public Contracting Code, the Model Rules, and these rules.

2.6 **Emergency Procurements**

- (a) The Board Chair or Executive Director may make Emergency procurements of hazardous material removal and cleanup services under the procedures of section 3.2(j) of these rules, goods or services under the procedures of OAR 137-047-0280, construction services under the procedures of OAR 137-049-0150, or Professional Design Services under the procedures of ORS 279C.110(11).
- (b) In these rules, the following definition applies:

“Emergency” means the definition provided in ORS 279A.010(f).

2.7 **Cooperative Procurements**

Subject to applicable local contract review board approval requirements stated in these rules, the district may purchase goods under the Oregon Cooperative Procurement Program (**“ORCPP”**) or from any similar federal or regional program including, without limitation, programs pursuant to 10 USC 281 and the E-Government Act of 2002 (Public Law 107-347). Purchases under other federal or state programs will be permitted upon a finding by the local contract review board or Executive Director, that the program is sufficiently similar to ORCPP and/or programs pursuant to the aforementioned federal laws in effectuating or promoting transfers of property between contracting agencies.

Article 3 SPECIAL PROCUREMENTS

3.1 Sole Source

- (a) The district may award public contracts without competition as provided for in ORS 279B.075 and OAR 137-047-0275, however, the district shall use competitive methods wherever possible to achieve best value and must document in the procurement file the reasons why a competitive process was deemed to be impractical.
- (b) If the district intends to make several purchases over an extended period of time of (1) the product of a particular manufacturer or supplier or (2) services from a particular service provider, the district must so state in the procurement file, the solicitation documents, if any, and the public notice required under OAR 137-047-0275(2). Such documentation and public notice constitute sufficient notice for subsequent purchases. The Executive Director shall not authorize a sole source procurement for a period in excess of five-years without new findings supporting continuation of the sole source procurement.

3.2 Class Special Procurements

The district may award a public contract under a class special procurement pursuant to the requirements of ORS 279B.085 and OAR 137-047-0285. Such procurements allow the district to enter into one or more contracts over time without following the requirements of competitive sealed bidding, competitive sealed proposals, and/or small or intermediate procurements. The local contract review board declares the procurements listed below as class special procurements. Unless otherwise specified in a particular special procurement rule, such contracts may be awarded in any manner that the Executive Director deems appropriate to the district's needs, including, without limitation, by direct appointment. However, the district shall use competitive methods where feasible and applicable to achieve best value and where applicable shall document in the procurement file the reasons why a competitive process was deemed to be impractical. The resulting contract must be in writing and the procurement file must document the use of the class special procurement by name to identify the sourcing method. Any public contract awarded on the basis of a class special procurement which is estimated to cost \$250,000 or more shall be advertised by the district not less than seven-days prior to award of the contract during which time the district shall receive protests from affected persons and resolve all timely submitted protests in accordance with ORS 279B.400 and OAR 137-047-0700.

- (a) **Advertising (Purchase Of).** The Executive Director, acting on behalf of the district, may purchase media advertising, regardless of dollar value, without competitive bidding.
- (b) **Advertising (Sale Of).** The Executive Director, acting on behalf of the district, may authorize the sale of advertising in district publications, district facilities, and for district activities, regardless of dollar value, without competitive bidding.
- (c) **Concession Agreements.** The district may enter into contracts that grant a franchise or concession to a private entity, individual, or other government agency to promote or sell, for its own business purposes, specified types of goods or services from district property and under which the concessionaire or promoter makes payments to the district based, at least in part, on

the concessionaire's revenues from sales or the value of such promotion to the sponsor's business, whether on or off district property. A concession agreement does not include an agreement which represents a rental, lease, license, permit, or other arrangement for the use of public property. Concession agreements may be awarded by any method deemed appropriate by the Executive Director, including without limitation, by direct appointment, private negotiation, from a qualified pool, or using a competitive process.

- (d) **Copyrighted and Library Materials.** The Executive Director, acting on behalf of the district, may purchase copyrighted materials when there is only one known supplier available for such goods. This includes, without limitation, new books, periodicals, curriculum materials, reference materials, audio and visual media, and non-mass marketed software from a particular publisher or its designated distributor.
- (e) **Disposal of Abandoned, Seized, and/or Non-Owned Property.** Contracts or arrangements for the sale or other disposal of abandoned, seized, and/or other personal property not owned by the district at the time the district obtains possession of such property are not subject to competitive procurement procedures. The Executive Director may select any method of disposal including, without limitation, donation to a charitable organization.
- (f) **Disposal of Surplus Property.**
 - (1) **Methods.** Surplus property may be disposed of by any commercially reasonable method upon a determination by the Executive Director that the method of disposal is in the best interests of the district. Factors that may be considered by the Executive Director include, without limitation, costs of sale, administrative costs, and public benefits to the district. The Executive Director will maintain a record of the reason for the disposal method selected, and the manner of disposal, including the name of the person to whom the surplus property was transferred. For the purpose of this rule, "commercially reasonable method" includes, without limitation, transfer or sale to another agency, auction, bid, liquidation sale, fixed-price sale, trade-in, donation, and any other method determined reasonable under the circumstances by the Executive Director.
 - (2) **Disposal of Property with Minimal Value.** Surplus property which has a value of less than \$500, or for which the costs of sale are likely to exceed sale proceeds, may be disposed of by any means determined to be cost-effective, including by disposal as waste. Prior to disposing of property pursuant to this subsection (2), the district official proposing to dispose of the property will obtain a written confirmation from another district official determining that the value of the property is less than \$500 or that the cost of selling the property is likely to exceed sale proceeds. The district official making the disposal will make a record of the value of the item and the manner of disposal.
 - (3) **Restriction on Sale to District Employees.** District staff are not restricted from competing, as members of the public, for the purchase of publicly-sold surplus property, but will not be permitted to offer to purchase property to be sold to the first qualifying bidder until at least three-days after the first date on which notice of the sale is first publicly advertised.
- (g) **Donated Materials and/or Services.** The district may accept donated services and/or materials regardless of dollar value under the following circumstances: (1) the donor has agreed to donate all, or a portion of, the materials and/or services necessary to complete a project; and (2) the

donor enters into an agreement with the district whereby the donor agrees to comply with public contracting requirements applicable to the particular project and any requirements that the district deems necessary or beneficial.

- (h) **Equipment Repair and Overhaul.** The Executive Director, acting on behalf of the district, may purchase equipment repair or overhaul services and parts without competitive bidding where the contract's dollar value does not exceed \$250,000 subject to the following conditions:
 - (1) unless deemed impractical, the Executive Director shall use competitive processes whenever comparable options are available within the open market to ensure best value;
 - (2) service or parts required are unknown and the cost cannot be determined without extensive preliminary dismantling or testing; and/or
 - (3) service or parts required are for sophisticated equipment for which specially trained personnel are required and such personnel are available from only one source.
- (i) **Gasoline, Diesel Fuel, Heating Oil, Lubricants, and Asphalt.** The district may enter into contracts for gasoline, diesel fuel, heating oil, lubricants, and/or asphalt without competitive bidding subject to the following: (1) prior to selection of the contractor, the district obtains quotes (written or oral) from at least three suppliers in the area; and (2) the district makes its purchase from the least expensive source of those providing quotes.
- (j) **Hazardous Material Removal and Cleanup.** The Executive Director, acting on behalf of the district, may purchase services to remove or clean up hazardous material or oil from any supplier in an Emergency or when ordered to do so by the Oregon Department of Environmental Quality (DEQ) pursuant to its authority under ORS Chapter 466, conditioned on the following:
 - (1) to the extent reasonable under the circumstances, the district will encourage competition by attempting to obtain informal price quotations or proposals from potential service providers;
 - (2) the district department responsible for managing or coordinating the cleanup will prepare a written description of the circumstances that require the cleanup and/or a copy of the DEQ order for the cleanup to the Executive Director, together with a request for contract authorization; and
 - (3) the district department responsible for managing or coordinating the cleanup will record in the procurement file whether there was time for competition, and, if so, the measures taken to encourage competition, the amount of the price quotations obtained, if any, and the reason for selecting the contractor to whom award is made.
- (k) **Information Technology.** The Executive Director, acting on behalf of the district, may enter into information technology contracts, including contracts for hardware and software, where the contract's dollar value does not exceed \$250,000, without competitive bidding, however, unless deemed impractical, the Executive Director shall use competitive processes whenever comparable options are available within the open market to ensure best value.

- (l) **Insurance (Employee Benefit).** The district, may purchase employee benefit insurance and other insurance without competitive bidding, regardless of dollar amount, subject to the terms of any collective bargaining agreement between the district and represented employee groups.
- (m) **Legal Services.** The district may enter into contracts for legal services with licensed attorneys without competitive bidding regardless of dollar value when the district's needs require the unique and specialized knowledge and experience of a particular attorney or law firm.
- (n) **Purchases Under Federal Contracts.** When the price of goods and services has been established by a contract of the federal government pursuant to a federal contract award, the Executive Director, acting on behalf of the district, may purchase the goods and services in accordance with the federal contract without subsequent competitive bidding. In exercising its authority under this special procurement, the district will obtain and document permission from the appropriate federal agency to purchase under the federal contract and document the cost savings to be gained for the district from the anticipated purchases under the federal contract. The district will not contract pursuant to this rule in the absence of a cost savings to the district by using this method.
- (o) **Requirements Contracts (Price Agreements).** The Executive Director, acting on behalf of the district, may establish requirements contracts for the purposes of minimizing paperwork, achieving continuity of products, securing a source of supply, reducing inventory, combining the district requirements for volume discounts, standardization among district departments, and/or reducing lead time for ordering. Purchases under requirements contracts may be utilized in accordance with the following:
 - (1) the requirement contract must have originally been procured by competitive bidding unless otherwise allowed by these rules;
 - (2) the district may purchase the goods or services from the awarded contractor without first undertaking additional competitive procurement procedures; and
 - (3) the term of any requirements contract, including renewals, will not exceed five years unless otherwise exempted pursuant to ORS 279B.085.
- (p) **Sponsorship Agreements.** Sponsorship agreements under which the district receives or makes a gift, donation, or consideration in exchange for official recognition may be awarded by any method deemed appropriate by the district, including without limitation, by direct appointment, private negotiation, from a qualified pool, or using a competitive process.
- (q) **Telecommunications Services.** The Executive Director, acting on behalf of the district, may enter into public contracts for telecommunications services, regardless of dollar value, without competitive bidding if no competition exists within the area for the service required. To determine whether competition exists, the Executive Director will consider the following factors:
 - (1) determination of alternative providers available within the geographic and service market area;
 - (2) the extent to which alternative services offered are comparable or substitutable in technology, service provided, and performance; and

- (3) the extent to which alternative providers can respond to the district's interest in consistency and continuity of services throughout its service area, volume discounts, equitable service for all users, centralized management, and limiting the district's liability.
- (r) **Telecommunications Systems.** The Executive Director, acting on behalf of the district, may enter into telecommunications systems contracts, including contracts for hardware and/or software, where the contract's dollar value does not exceed \$250,000, without competitive bidding, however, unless deemed impractical, the Executive Director shall use competitive processes whenever comparable options are available within the open market to ensure best value.
- (s) **Temporary Extensions or Renewals.** The district may enter into contracts for a single period of one-year or less for the temporary extension or renewal of an expiring and non-renewable or recently expired contract, other than contracts for public improvements, without competitive bidding.
- (t) **Temporary Use of District Property.** The district may negotiate and enter into a license, permit, and/or other contract for the temporary use of district-owned property without using a competitive selection process under the following circumstances:
 - (1) the contract results from an unsolicited proposal to the district based on the unique attributes of the property or the unique needs of the proposer;
 - (2) the proposed use of the property is consistent with the district's use of the property and the public interest; and
 - (3) the district reserves the right to terminate the license, permit, and/or other contract without penalty, in the event that district determines that the arrangement is no longer consistent with the district's present or planned use of the property or the public interest.
- (u) **Use of Existing Contractors.** When a public improvement needs minor alteration, repair, or maintenance at or near the site of work being performed by a district contractor, the district may hire that contractor to perform such work subject to the following:
 - (1) the contractor was selected through a selection process permitted by these rules;
 - (2) the Executive Director first obtains a price quotation for the additional work from the contractor that is competitive and reasonable;
 - (3) the total cost of the proposed work will not exceed the threshold specified in ORS 279C.335(d); and
 - (4) the original contract is amended to reflect the new work and is approved by the Executive Director before work begins.
- (v) **Used Personal Property.** The Executive Director, acting on behalf of the district, may purchase used personal property and equipment, regardless of dollar value, without competitive bidding if such property is suitable for the district's needs and can be purchased for a lower cost than substantially similar new property. The district's research determining that the used personal property can be purchased for a lower cost than substantially similar new property must be

documented in the procurement file. For the purpose of this class special procurement, the cost of used personal property will be based upon the life-cycle cost of the property over the period for which the property will be used by the district.

EXHIBIT B
Findings in Support of Adopting Class Special Procurements and Exemptions

Oregon Revised Statutes (“**ORS**”) 279B.085 authorizes a local contract review board, upon adoption of appropriate findings, to establish special selection, evaluation, and award procedures for, or exempt from competition, the award of a specific contract or classes of contracts. Pursuant to that authority, the district has, after notice and an opportunity to comment at a regular meeting, adopted Resolution No. 2024-01, which establishes classes of contracts and the solicitation methods for their award, together with the following specific findings in support thereof.

1 Specific Findings – Class Special Procurements

The district approves the specific findings for the establishment of special solicitation methods for the classes of public contracts described below and also finds that the establishment of each class of contract and the methods approved for their award are unlikely to encourage favoritism in the awarding of public contracts or substantially diminish competition for public contracts, and will result in substantial cost savings to the district, and/or otherwise substantially promote the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055, 279B.060, 279B.065, or 279B.070 or under any rules adopted thereunder.

(a) Advertising (Purchase Of).

- (1) Alternate Award Process. Contracts may be awarded in any manner that the Executive Director deems appropriate to the district's needs, including, without limitation, by direct appointment.
- (2) Cost Savings and Other Benefits. Size of and frequency of average advertisement (including district staff time and all notices required to be published by the district by applicable statute or regulation) does not justify the cost of solicitation. Time period of recognition of need to advertise until date of advertisement is too short to issue a solicitation.
- (3) Effect on Competition. The potential market is limited because not all advertisers work in all markets. Choice of advertising medium is somewhat price sensitive, but is primarily driven by location and size of circulation compared to the district's target audience.
- (4) Effect on Favoritism. Minimal to no effect on favoritism is expected due to the lack of competitors and specialized contracting needs.

(b) Advertising (Sale Of).

- (1) Alternate Award Process. The Executive Director may authorize the sale of advertising in district publications, district facilities, and for district activities, regardless of dollar value, without competitive bidding.
- (2) Cost Savings and Other Benefits. Avoids unnecessary solicitation expenses such as district staff time, outside legal counsel, and expenses associated with notices required to be published by the district by applicable statute or regulation.

- (3) Effect on Competition. The sale of advertising is not for the purpose of generating revenue for the district, but rather is utilized to offset the cost of publication or operations. Businesses generally purchase advertising space in the spirit of goodwill and as a means of supporting community activities.
- (4) Effect on Favoritism. Minimal to no effect on favoritism is expected because any interested individual or business who wishes to advertise may do so by contacting District staff.

(c) Concession Agreements.

- (1) Alternate Award Process. Contracts may be awarded in any manner that the Executive Director deems appropriate to the district's needs, including, without limitation, by direct appointment.
- (2) Cost Savings and Other Benefits. This special procurement:
 - (A) allows the district to take advantage of unique revenue opportunities;
 - (B) is not a contract for the acquisition or disposal of goods or services;
 - (C) is most similar to personal services contracts because the quality of the concession may be more important than price factors;
 - (D) allows a private entity or individual to promote or sell, for its own business purposes, specified types of goods or services from district property; and
 - (E) concessionaire makes payments to the district based, in part, on the concessionaire's revenues from the concession operations.
- (3) Effect on Competition. Minimal to no effect on competition is expected as this special procurement responds to particular and unique opportunities.
- (4) Effect on Favoritism. Minimal to no effect on favoritism is expected as this special procurement responds to particular and unique opportunities.

(d) Copyrighted and Library Materials.

- (1) Alternate Award Process. Contracts may be awarded in any manner that the Executive Director deems appropriate to the district's needs, including, without limitation, by direct appointment.
- (2) Cost Savings and Other Benefits. This special procurement is necessary to allow the district to acquire special needs products that are unique and for which a single copyright owner or licensee is the only source of the material. Eliminates unnecessary competitive solicitation when a competitive market does not exist.
- (3) Effect on Competition. By their nature, copyrighted materials are protected for the use of a single owner and are often produced by a single supplier who may be the owner of the copyright or its licensee.

- (4) Effect on Favoritism. There is no effect on favoritism due to the lack of competitors and specialized contracting needs.

(e) Disposal of Abandoned, Seized, and/or Non-Owned Property.

- (1) Alternate Award Process. Abandoned, seized, or non-owned property may be disposed of in any manner that the Executive Director deems appropriate to the district's needs.
- (2) Cost Savings and Other Benefits. Avoids an unnecessary solicitation expense by allowing the Executive Director to determine whether the cost of solicitation is justified by the value of the property to be disposed. Allows the Executive Director to establish programs for donation to charitable organizations.
- (3) Effect on Competition. No impact on competition as this special procurement responds to particular and unique circumstances.
- (4) Effect on Favoritism. No impact on favoritism as this special procurement responds to particular and unique circumstances.

(f) Disposal of Surplus Property.

- (1) Alternate Award Process. Surplus property may be disposed of in any manner that the Executive Director deems appropriate to the district's needs.
- (2) Cost Savings and Other Benefits. Avoids an unnecessary solicitation expense by allowing the Executive Director to determine whether the cost of solicitation is justified by the value of the property to be disposed. Allows the Executive Director to establish programs for donation to charitable organizations.
- (3) Effect on Competition. No impact on competition as this special procurement responds to particular and unique circumstances.
- (4) Effect on Favoritism. No impact on favoritism as this special procurement responds to particular and unique circumstances.

(g) Donated Materials and/or Services.

- (1) Alternate Award Process. Contracts may be awarded in any manner that the Executive Director deems appropriate to the district's needs, including, without limitation, by direct appointment.
- (2) Cost Savings and Other Benefits. Avoids unnecessary solicitation expenses when services and/or materials are donated to the district. Affords the district the ability to take advantage of such donated materials and/or services, enables the district to use its limited funds in other areas, and frequently results in materials and/or services the district would not otherwise be able to afford.
- (3) Effect on Competition. No competitive market exists or equivalent suppliers will be identified and allowed to compete.
- (4) Effect on Favoritism. There is no effect on favoritism since services and/or materials are donated.

(h) Equipment Repair and Overhaul.

- (1) Alternate Award Process. Competitive methods will be used whenever possible to achieve best value. In situations where a competitive process is deemed to be impractical, the reasons must be documented in the procurement file. If the anticipated purchase price exceeds \$250,000, competitive quotes must be obtained and retained in the procurement file.
- (2) Cost Savings and Other Benefits. The need for equipment repair cannot be planned for and often must be handled on an expedited basis to avoid additional expense and adverse impact on the public's ability to utilize district services. Experience with a single contractor can help improve reliability over the course of several projects.
- (3) Effect on Competition. Allows contractor to be selected based on ability to provide accurate, reliable, and fast service, which encourages competitive contract performance with the option to replace a contractor who does not maintain the aforementioned attributes.
- (4) Effect on Favoritism. The requirement that the Executive Director must utilize competitive procurement processes for purchases anticipated to exceed \$250,000 and otherwise must use competitive methods whenever possible or else document the reasons why a competitive process was deemed impractical will prevent favoritism.

(i) Gasoline, Diesel Fuel, Heating Oil, Lubricants, and Asphalt.

- (1) Alternate Award Process. Contracts may be awarded in any manner that the Executive Director deems appropriate to the district's needs, including, without limitation, by direct appointment.
- (2) Cost Savings and Other Benefits. The purchases under this special procurement are likely to be at levels that qualify as small or intermediate procurements and the process is similar to the process required for intermediate procurements. Allows the district to quickly and efficiently obtain necessary goods from the supplier providing the lowest price quote.
- (3) Effect on Competition. This special procurement encourages competition by requiring an informal competitive process and requiring the district to use the least expensive source of those providing quotes.
- (4) Effect on Favoritism. This special procurement discourages favoritism by requiring an informal competitive process and requiring the district to use the least expensive source of those providing quotes.

(j) Hazardous Material Removal and Cleanup.

- (1) Alternate Award Process. Contracts may be awarded in any manner that the Executive Director deems appropriate to the district's needs, including, without limitation, by direct appointment.
- (2) Cost Savings and Other Benefits. When the district is ordered, or in the event of an emergency ("**Emergency**" as defined in ORS 279A.010(f)) has, to remove or clean up

hazardous material, it must respond within a very short time period. This time period generally does not allow for the district to take the time necessary to solicit written bids or proposals for the work to be performed. The time required to comply with competitive procurement requirements could render the district liable for delays in responding to cleanup or removal orders. Such delay might also expose the district to potential liability from third parties if the cleanup is not completed quickly.

- (3) Effect on Competition. This special procurement will only be used in an Emergency or in situations where a remedial order is in effect and therefore there is no time to utilize a competitive procurement method. Routine competitive procurement methods will be used where time permits.
- (4) Effect on Favoritism. Minimal effect on favoritism since the district will follow competitive procurement procedures unless precluded by time constraints.

(k) Information Technology.

- (1) Alternate Award Process. Competitive methods will be used whenever possible to achieve best value. In situations where a competitive process is deemed to be impractical, the reasons must be documented in the procurement file. Where the contract's dollar value does not exceed \$250,000, the Executive Director may award contracts in any manner deemed appropriate to the district's needs, including, without limitation, by direct appointment.
- (2) Cost Savings and Other Benefits. Rapid changes in technology and technology pricing make it necessary for the district to be able to purchase needed computer equipment quickly. It is frequently possible to take advantage of lower pricing due to the frequent price changes in the marketplace.
- (3) Effect on Competition. Generally, there is sufficient competition among suppliers in the area of information technology and software for the district to secure competitive quotes or proposals. The district is required to make a good-faith effort to secure competitive quotes or proposals under this rule.
- (4) Effect on Favoritism. Minimal effect on favoritism as the district is required to obtain competitive quotes or proposals where practical. As price is the primary factor, it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts.

(l) Insurance (Employee Benefit).

- (1) Alternate Award Process. The district may purchase employee benefit insurance and other insurance without competitive bidding, regardless of dollar value, subject to the terms of any collective bargaining agreement.
- (2) Cost Savings and Other Benefits. The nature, type, specific services to be provided, and timing of employee benefit insurance are dictated by collective bargaining agreements between the district and represented labor groups. The district must fulfill its contractual obligations to represented employee groups to provide appropriate employee benefits. The district relies on its professional insurance broker or agent-of-

record to solicit competitive proposals from responsible companies to furnish employee benefit coverages and other insurance coverages.

- (3) Effect on Competition. Minimal effect on competition is expected since the district's agent-of-record solicits proposals from employee benefit insurance providers and other insurance providers under conditions that foster competition among a sufficient number of potential suppliers. The district evaluates the proposals submitted to furnish employee benefit insurance for the best value to the district given the requirements specified by the employee benefits portions of the district's agreements with represented labor groups.
- (4) Effect on Favoritism. Minimal to no effect on favoritism is expected as competitive methods are utilized by the district's professional insurance broker or agent-of-record wherever possible to ensure best value.

(m) Legal Services.

- (1) Alternate Award Process. The district may award contracts for legal services without competitive bidding, regardless of dollar value, when the circumstances dictate the unique and specialized knowledge and experience of a particular attorney or law firm.
- (2) Cost Savings and Other Benefits. Avoids unnecessary solicitation expenses when there are few available attorneys or law firms available to address the district's particular needs and ensures the district can select the firm most advantageous to the district.
- (3) Effect on Competition. Minimal effect on competition is expected since the district's particular needs will narrow the field of available attorneys and law firms, and where the district's needs and marketplace support, the district will use competitive processes.
- (4) Effect on Favoritism. Minimal effect on favoritism is expected as this special procurement responds to particular and unique circumstances.

(n) Purchases Under Federal Contracts.

- (1) Alternate Award Process. This special procurement allows the Executive Director to make purchases of goods and services when the price has been established by a contract of the federal government, which contract was awarded through a competitive procurement process.
- (2) Cost Savings and Other Benefits. The district may use this special procurement method when it determines that there is a cost savings to be made in avoiding the solicitation process and/or through taking advantage of low pricing obtained by the federal government.
- (3) Effect on Competition. The contracts are awarded through competitive processes and Oregon companies are not excluded or disadvantaged in competing for federal contracts.
- (4) Effect on Favoritism. Minimal effect on favoritism since the contracts are awarded at the price most advantageous to the federal government. The district is required to document the cost savings it will achieve by purchasing pursuant to the federal contract.

These facts ensure that the district purchases the desired goods and/or services at the best price available, rather than from a preferred contractor.

(o) Requirements Contracts (Price Agreements).

- (1) Alternate Award Process. The district initially awards requirements contracts as a result of competitive procurement or an applicable exemption. This special procurement allows such a contract to be converted into one that will allow the district to secure a constant source of supply for the contracted-for goods and/or services.
- (2) Cost Savings and Other Benefits. Allows the district to reduce inventory, combine district requirements for volume discounts, standardize goods and/or services among district departments, and reduce lead time for ordering.
- (3) Effect on Competition. It is unlikely that this special procurement will diminish competition for district contracts as the district initially enters into such contracts through a competitive process or an applicable exemption.
- (4) Effect on Favoritism. Minimal effect on favoritism is expected since the district initially enters into such contracts through a competitive process or applicable exemption.

(p) Sponsorship Agreements.

- (1) Alternate Award Process. Contracts may be awarded in any manner that the Executive Director deems appropriate to the district's needs, including, without limitation, by direct appointment.
- (2) Cost Savings and Other Benefits. This special procurement allows the district to respond to unsolicited proposals for revenue or marketing opportunities that would otherwise be unknown or unavailable.
- (3) Effect on Competition. Mandatory open competition would likely discourage creative proposals from sponsors or district participation. Sponsorship often results from the match between a unique attribute of an event or asset and unique characteristics of the sponsor for which no competitive market exists.
- (4) Effect on Favoritism. Minimal to no effect on favoritism is expected as this special procurement responds to particular and unique opportunities.

(q) Telecommunications Services.

- (1) Alternate Award Process. The Executive Director may enter into a public contract for telecommunications services without competitive procurement methods if no competition exists within the area for the service required.
- (2) Cost Savings and Other Benefits. The Executive Director will use competitive methods wherever possible to achieve best value. If competition exists, competitive quotes or proposals will be obtained.
- (3) Effect on Competition. It is important that the district take advantage of price competition in the marketplace. There may be circumstances, however, where sufficient competition does not exist in the relative geographic and service market area. In such

cases, the district will follow the rule described in the Telecommunications Services class special procurement in Article 3 (Special Procurements) of the district's Public Contracting Rules in determining whether sufficient competition exists to make a competitive procurement.

- (4) Effect on Favoritism. There is generally sufficient competition among providers of telecommunications services for the district to secure competitive quotes or proposals. Because price is a primary factor, it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts.

(r) Telecommunications Systems.

- (1) Alternate Award Process. Competitive methods will be used whenever possible to achieve best value. In situations where a competitive process is deemed to be impractical, the reasons must be documented in the procurement file. Where the contract's dollar value does not exceed \$250,000, the Executive Director may award contracts in any manner deemed appropriate to the district's needs, including, without limitation, by direct appointment.
- (2) Cost Savings and Other Benefits. Rapid changes in technology and technology pricing make it necessary for the district to be able to purchase needed telecommunications hardware and/or software quickly. It is important that the district be able to take advantage of price competition in the marketplace.
- (3) Effect on Competition. There is generally sufficient competition among suppliers of telecommunications hardware and software for the district to secure competitive quotes or proposals. The district is required to make a good-faith effort to secure competitive quotes or proposals under this rule.
- (4) Effect on Favoritism. Minimal effect on favoritism as the district is required to obtain competitive quotes or proposals where practical. As price is the primary factor, it is unlikely that this special procurement will encourage favoritism in the awarding of public contracts.

(s) Temporary Extensions or Renewals.

- (1) Alternate Award Process. Competitive processes are not required.
- (2) Cost Savings and Other Benefits. Allows the district to prepare for competitive solicitation when existing contracts expire without notice due to administrative error or as business needs change.
- (3) Effect on Competition. Delays competition by not more than one-year.
- (4) Effect on Favoritism. No impact on favoritism, at expiration of temporary extension, standard competitive procedures will apply.

(t) Temporary Use of District Property.

- (1) Alternate Award Process. Contracts may be awarded in any manner that the Executive Director deems appropriate to the district's needs, including, without limitation, by direct appointment.
- (2) Cost Savings and Other Benefits. Allows the district to respond to unsolicited proposals for unique revenue opportunities.
- (3) Effect on Competition. No effect on competition as no competitive market exists.
- (4) Effect on Favoritism. No effect on favoritism as this special procurement responds to particular and unique opportunities.

(u) Use of Existing Contractors.

- (1) Alternate Award Process. From time to time, the district needs to perform repair or maintenance functions at or near a site where a contractor, already hired by the district through a competitive selection process, is performing other work. The Executive Director may obtain an informal price quotation from the contractor already at or near the site to perform the additional work. If the Executive Director determines that the informal price quotation is competitive for work of that type, then the contractor may be awarded the additional work without the need for competitive bidding provided that the value of the additional work, as estimated by the contractor, does not exceed the amount stated in the Use of Existing Contractors class special procurement in Article 3 (Special Procurements) of the district's Public Contracting Rules.
- (2) Cost Savings and Other Benefits. The district will achieve cost savings because the cost of the additional work will be lower than if the work was competitively bid because the contractor is already mobilized at or near the site of the work and will not need to recover the cost of mobilization as would a new contractor.
- (3) Effect on Competition. It is unlikely that this exemption will substantially diminish competition in the award of district contracts as the contractor was originally selected through a competitive bidding process and other contractors are unable to be as competitive given the reduction in mobilization and bidding costs.
- (4) Effect on Favoritism. Favoritism is not applicable where the contractor has already been selected through a competitive procurement process. The occurrence of such additional work is often unforeseen and the district is not required to provide the contractor with the work if the price quote is not competitive.

(v) Used Personal Property.

- (1) Alternate Award Process. Contracts may be awarded in any manner that the Executive Director deems appropriate to the district's needs, including, without limitation, by direct appointment.
- (2) Cost Savings and Other Benefits. The district is responsible to manage expenditures in the best interests of the public. Cost savings can be achieved through the purchase of used property and equipment in certain instances. The district purchases used property

and equipment when it meets the district's needs and is cost-effective. Considerations include type, quantity, repairs and accessories necessary to implement use, and estimated useful life of the used item.

- (3) Effect on Competition. No impact on competition as this special procurement allows the district to respond to unique opportunities that become available sporadically and without notice. Used equipment and property is usually sold on a first-come, first-served basis. When used equipment or property does become available, the district must be able to respond immediately in order to obtain the property or equipment.
- (4) Effect on Favoritism. No impact on favoritism since the district is responding to unique opportunities. When a used item is available, there is often little competition available and sources for used items of the type, quality, and quantity required by the district are inconsistent.

Don Horton, Executive Director

Page 1 of 2

Purchasing Policy

Purpose

The purpose of this policy is to provide direction to district employees in planning and making purchases on the district's behalf, and to simplify, clarify, and modernize procurement practices in alignment with law, rule, and Board Policy so that they reflect the marketplace and industry standards.

Article 1
DELEGATION

1.1 Definitions

Terms used, but not defined, in this policy have the meanings given to such terms in the district's Public Contracting Rules adopted under Resolution No. 2024-01 (the "**Rules**"), the "**Pubic Contracting Code**" (Oregon Revised Statutes ("**ORS**") Chapters 279A, 279B, and 279C), and the "**Model Rules**" (Oregon Administrative Rules ("**OAR**") Chapter 137, Divisions 46 – 49).

1.2 Authority

This policy is authorized under and subject to the district's Public Contracting Rules, the Pubic Contracting Code, and the Model Rules.

1.3 Authorization Limits

Subject to the Rules, the Executive Director delegates authority to district staff to approve, and where applicable sign, contracts, amendments, budgeted expenditures, and invoices as detailed in the Bend Park and Recreation District Authorization Limits which is attached to this policy as Exhibit A.

1.4 Purchasing Procedures Manual

The Administrative Services Director shall prepare and maintain a Purchasing Procedures Manual that specifies procedures for public contracting under the Rules and shall review the manual when the Rules, this policy, and/or organizational needs change. In the event any requirements of the Purchasing Procedures Manual are in conflict with this policy, this policy will supersede such requirements.

Article 2
SOURCING; OTHER RULES

2.1 Disadvantaged, Minority, Women, and Emerging Small Business Enterprises

(The district will work with other local government agencies, other local organizations, interested suppliers and contractors, and experts to develop, administer, and periodically update procurement processes which result in a procurement program that is fair and equitable for all, supports the local economy, and removes barriers to all prospective suppliers, including those certified as a disadvantaged business enterprise, minority-owned business, woman-owned business, veteran-owned business, or emerging small business under ORS Chapter 200, and will update this policy and this section once those procurement processes have been developed.)

2.2 Sustainable Purchasing

(The district will work internally and may work with other local government agencies, other local organizations, interested suppliers and contractors, and experts to develop, administer, and periodically update procurement processes which result in a procurement program that purchases goods and services in a sustainable manner which provides environmental, social, and economic benefits whenever possible, and will update this policy and this section once those procurement processes have been developed.)



BEND PARK AND RECREATION DISTRICT AUTHORIZATION LIMITS

Effective as of <Month DD, YYYY>

Title	Contract Signatory ¹	Amendments ² (Amended Contract Total)	Budgeted Expenditures ³	Invoice Approval ⁴
Board of Directors	≥ \$250,000	≥ \$250,000	N/A	N/A
Executive Director	< \$250,000 (including contingency)	Up to Board approved contingency or < \$250,000	< \$250,000	Up to contract
Pay Schedule 19 and above (Directors)	< \$100,000 (including contingency)	Up to Board approved contingency or amend contract total by ≤ 10%	< \$100,000	Up to contract
Communications and Community Relations Manager, Development Manager, and Superintendent of Park Operations	< \$50,000 (including contingency)	N/A	< \$50,000	Up to contract
Pay Schedule 16 through 18 (Managers)	N/A	N/A	< \$50,000	Up to contract
Pay Schedule 14 and 15 (Managers)	N/A	N/A	< \$25,000	< \$25,000
Pay Schedule 11 through 13 (Supervisors and Coordinators)	N/A	N/A	< \$5,000	< \$5,000

Note: Only positions which fall within the above listed pay schedules have authority to enter into contracts, make expenditures, and/or approve invoices, as applicable. Authorization limits only apply to budgeted expenditures and commitments within your department or division. Expenses not included in your budget, department, or division must be reviewed and approved by the appropriate Manager or Director.

¹ Contracts for which no specific dollar amounts are listed must be entered into consistent with the authority of this schedule.

² Amendments include change orders and allowance authorizations.

³ Budgeted Expenditures are for direct expenses which do not require signature or authorization of a contract, or commit the district to any ongoing obligation(s).

⁴ Invoices include applications for payment.

Approved: _____

Don Horton, Executive Director

BOARD AGENDA COMMUNICATION

AGENDA DATE:	January 16, 2024
SUBJECT:	Approve Amendment to IGA for Riverfront Street Improvements with the City of Bend
STAFF RESOURCE:	Henry Stroud, Planner
GUEST PRESENTER:	Brad Tower, City of Bend
PREVIOUS BOARD ACTION:	February 21, 2023 – Approved IGA for Riverfront Street Improvements
ACTION PROPOSED:	Authorize executive director to finalize and execute Amendment 1 to IGA with the city of Bend
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

In 2023, the district entered into an intergovernmental agreement (IGA) with the city of Bend for the redevelopment of Riverfront Street to enhance trail connectivity between Miller's Landing Park and Drake Park. Under the terms of the approved IGA (attachment A), the district agreed to allocate \$703,600 in SDC funds towards the project. The cost of the design phase will be funded 50% by each agency and the district agreed to provide an initial allocation of \$253,000 for design reserving the remaining \$450,600 for contribution towards construction at a later date.

Since approval of the IGA, the city released a request for proposals for design and engineering services and has selected a consultant to complete this phase of the project. The city and the selected consultant have negotiated a cost for these services of \$683,684. Upon consultation with the city and review of the cost proposal, district staff are supportive of the city's desire to enter into a contract with the selected consultant for this amount.

District staff would like to amend the IGA to increase the district's initial allocation from \$253,000 to \$346,750 to cover 50% of the designs. The remaining BPRD funds available for construction would be reduced from \$450,600 to \$356,850.

Additionally, the IGA is being amendment to:

1. Update the expected design completion date from October 2024 to October 2025.
2. Update anticipated construction costs from \$2 - \$3 million to \$3 - \$5 million (approx.).
3. Clarify that the city's grant of \$346,750 had a total state exchange fund amount of \$325,945 and that the city will fund the remaining \$20,805 from the Street Preservation Fund.
4. Clarify that any future funding contributions towards construction of the project will be contingent upon approval by the district or the city.

The district's legal counsel reviewed the draft Amendment 1 to the IGA (attachment B).

BUDGETARY IMPACT

The district has committed a maximum of \$703,604 in system development charge funding towards this project. The proposed amendment does not change this amount, but does increase the proportion of these funds used for design versus construction. The need for additional city funds or other funding sources will be determined based on updated cost estimates created during the design phase of this project. The district has agreed to help the city apply for grants or other funding sources for construction.

STAFF RECOMMENDATION

Staff recommends the board authorize the executive director to finalize and execute Amendment 1 to the IGA for Riverfront Street Improvements with the city of Bend.

MOTION

I make a motion to authorize the executive director to finalize and execute Amendment 1 to the Intergovernmental Agreement for the Riverfront Street Improvements project with the city of Bend.

ATTACHMENT

Attachment A: IGA for Riverfront Street Improvements

Attachment B: Amendment 1

INTERGOVERNMENTAL AGREEMENT RIVERFRONT STREET IMPROVEMENTS

This Intergovernmental Agreement (“Agreement”) is entered into effective 4/10/2023 (“Effective Date”) by and between the Bend Park and Recreation District, an Oregon special district (“BPRD”), and the City of Bend, an Oregon municipal corporation (the “City”), individually a “Party” and together the “Parties”.

RECITALS

- A. The Deschutes River Trail (the “DRT”) extends over seventeen (17) miles along the Deschutes River and through the heart of the city of Bend. The DRT is the spine of BPRD’s trail network and one of the longest and most complete trails in Bend. The DRT is designated in the BPRD comprehensive plan as a “Primary Trail” – a major route that crosses multiple neighborhoods and connects multiple park sites.
- B. The DRT consists of five segments: (1) Awbrey Reach; (2) River Run Reach; (3) Pioneer Reach; (4) Old Mill Reach; and (5) South Canyon Reach. The Pioneer Reach section of the DRT includes a segment of the trail that uses narrow curb-tight sidewalks along Riverfront Street in the Old Bend Neighborhood between Drake Park and Miller’s Landing (“Riverfront Segment”). The sidewalks within the Riverfront Segment are in poor condition, lack curb ramps, and cross many residential driveways.
- C. BPRD began work to improve the Riverfront Segment in 2014 but stopped in 2017 due to utility impacts, project complexity, and funding limitations. The 2014 project produced several design concepts, ranging from improving existing conditions, enhancing the street in various ways, and reducing the street to one-way vehicular travel to allow space for a two-way cycle track (“Initial Concept Designs”). BPRD expended approximately \$96,400 for public outreach and design work for the Initial Concept Designs. However, the Initial Concept Designs never proceeded past the conceptual stage.
- D. In coordination with the City, BPRD desires to renew its effort to redesign the streetscape and sidewalk and extend a multi-use path within the Riverfront Segment (the “Project”). A joint effort between BPRD and the City will address the previous limitations of utility impacts, project complexity, and available funding. The City agrees to take the lead on the Project because the scope includes potential franchise utility relocations, City utility work, and pavement reconstruction, which are City elements much more extensive than the multi-use path.
- E. The purpose of the Project is to (1) rebuild Riverfront Street to include a safe multi-use trail to connect the existing DRT at Miller’s Landing and Drake Park, (2) rebuild Riverfront Street in accordance with City of Bend Design Standards and Specifications; and (3) maintain private driveway access and provide parking on one side of Riverfront Street, as feasible.

- F. The Project has been designated as a high-priority project in the BPRD Comprehensive Plan. The Riverfront Segment Project is depicted on the BPRD Trails Map as Project 13E. The BPRD Trails Map is incorporated in the City of Bend Transportation System Plan ("TSP") and the Project is depicted as a planned segment of the City's Low Stress Bicycle Network.
- G. The City of Bend TSP established a bicycle program that intends to facilitate people traveling by bicycle within the City along the planned Low Stress Bicycle Network. The purpose of this is to reduce greenhouse gases and vehicle miles traveled ("VMT"), as well as increase the safety of people riding bicycles. Part of the bicycle program includes wayfinding, which is meant to guide people riding along the Low Stress Bicycle Network. The City has identified the first north-south and east-west routes that will receive wayfinding, and Riverfront Street is currently planned to be a part of the north-south route.
- H. The Project total cost has not been determined, but early estimates range from \$2 million to \$3 million, which includes up to \$300,000 for design.
- I. BPRD has agreed to fund the Project with an initial amount of \$703,600. The City of Bend has agreed to fund the Project with an initial amount of \$346,750 from a Surface Transportation Block Grant ("STBG") it received from the Bend Metropolitan Planning Organization ("MPO"). The City and BPRD will share the costs to design the Project equally. Any funds remaining following completion of the design will be allocated to the cost of construction.
- J. The City and BPRD will work together to identify and secure additional funds for construction of the Project.
- K. The City and BPRD desire to enter into this Agreement to outline the Parties' responsibilities and coordinate planning, design, construction, and funding for the Project.

AGREEMENT

1. Effective Date and Duration

This Agreement is effective when signed by both Parties and will terminate six (6) months following substantial completion of the Project, currently expected to be October of 2024. This Agreement may be amended as provided in Section 2 and earlier terminated as provided in Section 13.

2. Amendment

The terms of this Agreement may not be waived, altered, modified, supplemented, amended, or extended in any manner whatsoever, except by written instrument signed

by both Parties. Any such waiver, alteration, modification, supplement, amendment, or extension, if made, shall be effective only in the specific instance and for the specific purpose given.

3. Payment and Project Funding

- A. BPRD will pay to City \$253,000.00 (Two Hundred Fifty-Three Thousand Dollars and no cents) to fund the design and preparation of the construction bid documents for the Project. Remaining funds, if any, will be used to fund construction of the Project. Payment shall be made to the City following approval of the Agreement by BPRD's Board of Directors.
- B. The remaining \$450,600.00 of funds committed by BPRD for the Project will be held by BPRD for later contribution to the Project ("Later Contribution"). BPRD may use such Later Contribution as matching funds for additional grants consistent with subsection G below but will not otherwise encumber the Later Contribution without the prior written consent of the City.
- C. City will fund the design and preparation of the construction bid documents for the Project in the amount of \$346,750.00 (Three Hundred Forty-Six Thousand Seven Hundred Fifty Dollars and no cents). Remaining funds, if any, will be used to fund construction of the Project. Funding shall be made following approval of the Agreement by the Bend City Council.
- D. The City will establish a Project-specific fund (the "Project Fund") in which it will deposit BPRD's initial contribution of \$253,000.00 and the City's initial contribution of \$346,750.00 and any other contributions to the Project. The funds in the Project Fund may be spent by the City at its reasonable discretion, provided the funds are spent on costs or expenses related to the Project and otherwise consistent with this Agreement. The City shall keep accurate books and records relating to the Project Fund throughout the term of the Agreement.
- E. Within 90-days following City approval of the final Project design, or within a reasonable time following written request by BPRD, City shall provide to BPRD an accounting showing the expenditures from the Project Fund through that date.
- F. Funds remaining in the Project Fund following approval of the final Project design shall be spent by the City to fund construction of the Project, including costs related to preparing the construction bid documents.
- G. BPRD and City will work together to identify and secure additional funds for construction of the Project. Any additional funds identified and secured by either BPRD or the City to fund the Project will be deposited by BPRD or the City, as applicable, in the Project Fund.

- H. In the event BPRD and the City are unable to identify and secure additional funds for construction of the Project within one (1) year following final approval of the Project design, City agrees, following a written request by BPRD, to return to BPRD any amounts deposited by BPRD into the Project Fund less one-half (1/2) of the amount spent up to that date on the Project from the Project Fund.
- I. Within a reasonable time following securing additional funds for construction of the Project, the Parties agree to amend this Agreement to memorialize final construction costs and Party contributions.

4. City Rights and Obligations

- A. City will fully manage the design and construction of the Project.
 - i. City may hire and manage a consultant team to complete the survey, planning, design, contract administration, and project management services to assist in the completion of the design of the Project.
 - ii. City agrees to design the Project to include, at a minimum, an eight (8) foot wide paved multi-use path on either the west or east side of Riverfront Street that connects the existing DRT path in Drake Park north of Galveston to the existing path at the north end of Miller's Landing Park.
 - iii. City will provide BPRD with design concepts and consultant-recommended preferred alternative, as well as 60% and 90% plan sets for the preferred design alternative.
 - iv. City agrees to work with BPRD to address BPRD comments, so the Project complies with BPRD's standards for multi-use paths, but the City has final review and approval authority over design and construction of the Project.
 - v. City may hire and manage a contractor team to complete the construction of the Project.
 - vi. City will draft construction bid documents and manage all applicable procurement processes related to construction of the Project, including additional service requests or change orders.
 - vii. City will comply with the applicable provisions of ORS Chapter 279, 279A, 279B, and 279C, and any other applicable rules governing procurement of the work.

- B. City will provide BPRD with copies of the design development, construction documents, as-builts, and any other Project-related documents within a reasonable time following a request for the same from BPRD.
- C. City will pay all applicable application and permit fees for costs associated with design and construction of the Project. The City will pay franchise relocation costs to the extent required by applicable state law or franchise agreement.
- D. City will work collaboratively with BPRD to identify solutions to any problems that may arise during the design and construction of the Project.
- E. City will retain ownership of the multi-use path following completion of the Project and agrees to allow BPRD to maintain the path as a District Maintained Trail or Trail Route, depending on the Project's final design, to the extent required by the Parties' Intergovernmental Agreement for Trail Planning and Maintenance, as may be amended from time to time.

5. BPRD Rights and Obligations

- A. BPRD will assist the City as reasonably necessary in the design, bid, construction and permitting process for the Project.
 - i. BPRD will provide the City with the Initial Conceptual Designs and summary of, or minutes from, public meetings in which the Initial Conceptual Designs were presented, addressed, or discussed.
 - ii. BPRD will provide written comments within two (2) weeks of receipt of the 60% plan documents for the preferred design alternative, which are described in Section 4, above.
 - iii. BPRD will provide written comments within two (2) weeks of receipt of the 90% plan documents, which are described in Section 4, above. BPRD will review these plan documents only for compliance with BPRD's adopted standards. Such review shall not be unreasonably delayed, conditioned, or withheld.
- B. BPRD will work collaboratively with the City to determine solutions to problems that may arise during the design and construction of the Project.
- C. BPRD agrees to maintain the path as a District Maintained Trail or Trail Route, depending on the Project's final design, to the extent required by the Parties' Intergovernmental Agreement for Trail Planning and Maintenance, as may be amended from time to time.

6. Community Outreach

- A. The Project will include up to two rounds of community outreach during the design phase: (1) during final design concept evaluation to solicit public input on the design alternatives and consultant-recommended preferred design; and (2) at 60% design of the preferred alternative.
 - i. During the design phase, the City and BPRD will co-lead both rounds of community outreach.
- B. City will lead community outreach during the construction phase of the Project, with reasonable support from BPRD.

7. Coordination Meetings

- A. The Parties agree to hold an annual formal coordination meeting to evaluate and coordinate the responsibilities outlined in this Agreement and to make modifications to this Agreement and its exhibits, as necessary.
- B. The Parties also agree to hold regular meetings as reasonably necessary to:
 - i. Coordinate planning, design, and construction efforts.
 - ii. Develop funding strategies for the Project, including capital improvement planning and application for grant funds.
 - iii. Discuss updates and amendments to planning documents to reflect completion of the Project and changing conditions on the ground.

8. Authorized Coordinators

Each Party designates the following person as their representative for purposes of this Agreement ("Authorized Coordinator"). Either Party may change the Authorized Coordinator by written notice to the other Party.

City: Brad Tower, Project Engineer, 575 NE 15th Street, Bend, OR 97701, Phone: (541) 323-8528, btower@bendoregon.gov, or assigned designee.

BPRD: Henry Stroud, Planner, 799 SW Columbia St., Bend, OR 97702, Phone: (541) 706-6155, henrys@bendparksandrec.org, or assigned designee.

9. Notices

All notices and demands of a legal nature that either Party may be required or may desire to serve upon the other Party shall be in writing and shall be served upon the other Authorized Coordinator by personal service, email followed by mail delivery of the original of the notice, by overnight courier with proof of receipt, or by certified mail, return receipt requested, postage prepaid, addressed to the authorized coordinator for the other Party.

10. Dispute Resolution

The Authorized Coordinators, in coordination with the Project teams, shall attempt in good faith to resolve any dispute arising out of this Agreement. The Authorized Coordinators may escalate disputes that cannot be resolved following a good faith attempt to the Assistant City Engineers and the BPRD Development Manager. If not resolved, the dispute shall be presented to the City Transportation and Mobility Department Director, and BPRD Deputy Executive Director, who shall attempt in good faith to resolve the dispute. If the City Transportation and Mobility Department Director, and BPRD Deputy Executive Director are unable to resolve the dispute within seven (7) calendar days, the City Manager and BPRD's Executive Director will attempt to resolve the dispute in good faith. If the dispute remains unresolved following no less than fourteen (14) calendar days after being presented to the City Manager and BPRD's Executive Director, the Parties may then agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation. If such dispute resolution is not successful at resolving the dispute, the Parties agree that any claim, action, suit, or proceeding between City and BPRD arising from or relating to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County, Oregon, or, if the claim must be brought in a federal forum, the United States District Court for the District of Oregon. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the state of Oregon.

11. Indemnification

Subject to the limits of the Oregon Tort Claims Act and the Oregon Constitution, each Party shall defend, indemnify, and hold the other Party, and its officers, agents, employees and volunteers, harmless against all liability, claims, losses, demands, suits, fees and judgments (collectively referred to as "claims") that may be based on, or arise out of, damage or injury (including death) to persons or property caused by or resulting from any act or omission of the Party in connection with the performance of this Agreement or by conditions created thereby or based upon violation of any statute, ordinance or regulation. This indemnification shall not apply to claims caused by the sole negligence or willful misconduct of the other Party, its officers, agents, employees and volunteers. The Parties agree that they are not agents of each other and are not entitled to indemnification and defense under ORS 30.285 and ORS 30.287. Nothing in this Section 9, or any other provision of this Agreement, is intended to limit the applicability of any immunity available to either Party under applicable laws, rules, regulations, or ordinances including, without limitation, recreational use immunity provided in ORS 105.682.

12. Insurance

The Parties shall maintain commercial general liability insurance in an amount sufficient to cover the maximum liability under the Oregon Tort Claims Act, as those limits may be increased over time, insuring against bodily injury and property damage from all activities, conditions, and operations under this Agreement. To the maximum extent possible under

their respective insurance policies, the Parties agree to waive subrogation for claims arising from the obligations of this Agreement.

13. Termination

This Agreement is a binding agreement so that City may design and construct the Project. This Agreement may be modified or amended as provided in Section 2 but may not be terminated except by mutual agreement.

14. Entire Agreement

This Agreement contains the entire understanding of the Parties and supersedes all prior negotiations and agreements, whether written or oral, between the Parties with respect to the subject matter of this Agreement.

15. No Third-Party Beneficiaries

No other person shall have any rights, interests or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

16. Agreement to be Bound and Authorization to Sign

Each Party, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions. Each undersigned signer represents that it has the authority to sign on behalf of the represented entity.

17. Recitals Incorporated

All recitals and exhibits are hereby incorporated and made a part of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

By signing below, each party represents that all appropriate approvals have been obtained to enter into this Agreement.

**BEND PARK AND RECREATION
DISTRICT**

DocuSigned by:

Don Horton

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Don Horton, Executive Director
Date: 4/10/2023

CITY OF BEND

DocuSigned by:

Eric King

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Eric King, City Manager
Date: 4/10/2023

Approved as to Form

DocuSigned by:

Michael Selkirk

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City Attorney's Office

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR RIVERFRONT STREET IMPROVEMENTS

This First Amendment is to the Intergovernmental Agreement for Riverfront Street Improvements between the City of Bend (the City) and Bend Park and Recreation District (BPRD), dated April 10, 2023 (the “Original Agreement”).

Recitals

- A. On April 10, 2023, the City and BPRD entered into the Original Agreement to coordinate planning and funding for the redesign of the streetscape and sidewalk on a certain portion of Riverfront Street in Bend and to extend a multi-use path within the Riverfront Segment of the Deschutes River Trail (the “Project”).
- B. The Original Agreement estimated that the total Project cost would range from \$2 million to \$3 million, which included up to \$300,000 for design.
- C. BPRD agreed to fund the Project with an initial amount of \$703,600.00 and City agreed to fund the Project with an initial amount of \$346,750.00. The City and BPRD agreed to share the costs to design the Project equally, and further agreed that any funds remaining following completion of the design would be allocated to the cost of construction.
- D. Accordingly, BPRD agreed to pay to the City \$253,000.00 to fund the Project design, and to hold back the remaining \$450,600.00 for later contribution to the Project. The City agreed to fund the design in the amount of \$346,750.00, reserving any remaining funds for construction. The total amount allocated to Project design in the Original Agreement by BPRD and City was \$599,750.00.
- E. On June 13, 2023, following a formal request for proposals, the City awarded a design contract for the Project to Harper Houf Peterson Righellis Inc. (HHPR), pending successful contract negotiations, in the amount of \$683,684.85.
- F. The Parties believe the increase in design costs versus the estimate is primarily due to a change in market conditions, as well as an unanticipated need for right-of-way retracement along Riverfront Street.
- G. BPRD and the City now desire to amend the Original Agreement to update the anticipated design and construction cost and to increase BPRD’s design allocation by \$93,750.00 to match the City’s design allocation of \$346,750.00, which together will provide sufficient funding to cover the cost of HHPR’s pending design contract.

Terms of Amendment

1. The anticipated total Project cost estimates in Recital H are \$3 million to \$5.68 million, which includes updated design cost based on HHPR's proposed \$683,684.85 fee.
2. Section 3(a) of the Original Agreement is amended to require BPRD to pay to City \$346,750.00 to fund the design and preparation of construction bid documents for the Project. The remaining funds, if any, will be used to fund construction of the Project. Payment shall be made to the City following approval of this First Amendment by BPRD's Board of Directors.
3. The remaining \$356,850.00 of BPRD's total \$703,600.00 Project allocation will be held by BPRD for later contribution to the Project consistent with Section 3(b) of the Original Agreement.
4. The source of the City's funding obligation set forth in Recital I is clarified as follows: City's design contribution of \$346,750.00 is comprised of a Surface Transportation Block Grant in the amount of \$325,945.00 and \$20,805 from the City's Street Preservation Fund. The total amount of the City's funding obligation is not affected by this First Amendment.
5. Neither Party has any obligation under the Original Agreement or this Amendment to allocate additional funds for construction of the Project. The Parties acknowledge that future contributions by either City or BPRD for construction of the Project will be contingent on the allocation of additional funding as may be approved by the applicable Party. However, BPRD and the City agree to work together to identify and secure additional funds for construction as set forth in the Original Agreement.
6. Section 1 of the Original Agreement is amended to extend the estimated substantial completion date to October of 2025.
7. All provisions of the Original Agreement not modified by this First Amendment remain in effect. The terms of this First Amendment prevail over any conflicting or inconsistent provision of the Original Agreement.

CITY OF BEND

**BEND PARK AND RECREATION
DISTRICT**

Eric King, City Manager
Date: _____

Don P. Horton, Executive Director
Date: _____

Approved as to form:

City Attorney's Office

BOARD AGENDA COMMUNICATION

AGENDA DATE:	January 16, 2023
SUBJECT:	Approve Acceptance of Donation for Pickleball Court Lights
STAFF RESOURCE:	Matt Mercer, Recreation Services Director
PREVIOUS BOARD ACTION:	None
ACTION PROPOSED:	Approve Acceptance of Donation
STRATEGIC PLAN:	
Pillar:	Community Relationships
Outcome:	The District is strategic about partnerships
Strategy:	Partner where there is a shared mission and broad community benefit.

BACKGROUND

The pickleball complex at Pine Nursery Community Park consists of 16 courts developed by the district with support of donations spearheaded by the Bend Pickleball Club. Eight of the existing courts were designed for future lighting with the underground infrastructure installed at the time of construction. The lights were not installed due to lack of funding and uncertainty over the need for additional court time. Since then, pickleball interest and participation has continued to explode and the district regularly hears from community members desiring more open play opportunities. This fall, a group of pickleball enthusiasts approached the district about donating funds to purchase and install lights on the eight courts with the existing infrastructure. While supported by the Bend Pickleball Club, the intent was to improve access to the pickleball courts for community drop-in use and not organized Bend Pickleball Club play. The group had received a local cost estimate that put the cost for purchase and installation of the lights at approximately \$60,000. District staff confirmed this estimate and offered to install the lights using district employees if the fundraising effort was successful at raising a minimum of \$40,000 required to purchase the lights and related equipment.

The fundraising effort has met that goal through donations to the Bend Park & Recreation Foundation as well as a \$20,000 contribution from the Bend Pickleball Club to the district. The Pickleball Club will receive no additional benefit or use of the courts due to their contribution except to be able to utilize the lights for the limited number of tournaments they are allowed under an existing use agreement. Any excess funds generated from the fundraising effort will be held in the foundation pickleball fund for future pickleball court improvements.

Pursuant to the recently adopted Gifts and Dedications Policy, the board must approve donations and gifts greater than \$25,000 in value. District staff believes that this contribution enhances an existing community facility and meets a community need for additional pickleball capacity,

including the opportunity for those who cannot play during daylight hours to benefit from the courts. As indicated earlier, the lights were included in the original design and therefore approved in the conditional use permit with Deschutes County. It is also worth noting that the Timbers fields adjacent to the pickleball courts are also lit.

BUDGETARY IMPACT

The cost of the lights and related equipment will be 100% funded through the donations. The district is contributing in-kind services (valued at approximately \$20,000) toward the project by completing the installation of the lights with district staff. There will be a small annual increase in electrical costs for operation of the high efficiency LED lights and occasional repair or maintenance expenses. The district is not obligated to replace the lights at the end of their life cycle.

STAFF RECOMMENDATION

Staff recommends that the board accept the community donations to purchase and install lights at the pickleball courts at Pine Nursery Community Park.

MOTION

I move to accept the gifts and donations for the purpose of purchasing and installing lights at the pickleball courts at Pine Nursery Community Park.

ATTACHMENT

None

Board Calendar 2024

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

February 2

BOARD WORKSHOP 9am-3pm

February 20

WORK SESSION

- Comprehensive Project Prioritization results and unmet needs evaluation – *Sara Anselment (40 minutes)*
- South UGB Bridge – *Henry Stroud (45 min)*

CONSENT

- Adopt resolution of support for LGGP Grant

BUSINESS SESSION

- MUPTE Review Timber Yards TENTATIVE – *Rachel Colton (30 min)*
- Approve Lease Amendment for Boys and Girls Club – *Justin Sweet (15 min)*
- Hold a Public Hearing and Adopt Resolution No. 2024-XX approving the use of alternate contracting method for JSFC Outdoor Pool Cover – *Justin Sweet (30 min)*

March 5

WORK SESSION

- Board Policy – *Don Horton (15 min)*

BUSINESS SESSION

- Approve Fiscal Policies – *Kristin Toney (30 min)*
- Approve Audit Services Contract Award – *Justin Sweet and Kristin Toney (15 min)*

March 19

WORK SESSION

BUSINESS SESSION

- Approve Pine Nursery Phase 5 concept plan – *Bronwen Mastro (15 min)*
- Approve Exclusion Policy – *Jeff Hagler (30 min)*

Future Topics:

Comprehensive Park Search Areas, Trails and Crossings –

Comprehensive Plan Draft Review– *Sara Anselment*

Comprehensive Plan Adoption – *Sara Anselment*

SDC Project List Update – *Sara Anselment and Michelle Healy*

Approve MUPTE Resolution and IGA – *Michelle Healy and Rachel Colton (20 min)*

SDC Waivers

IGA with the City for Mirror Pond Silt Removal – *Don Horton (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 – *Julie Brown*

IGA with NUID for canal trail – *Henry Stroud*

Approve SE Neighborhood Park Purchase and Sale Agreement – *Henry Stroud (20 min)*

Drake Park bank and trail improvement CMGC contract review – Brian Hudspeth

DEI Update – Bronwen Mastro

Approve easement acquisition NUC Trail

Trails count and River Use report