



Bend Park & Recreation District

May 5, 2026

# Board of Directors Agenda and Reports

[www.bendparksandrec.org](http://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 through parks, trails and recreation.

## Our Community Pledge

To reflect our community, welcome and serve equitably, and operate with transparency and accountability.

## We Value

**COMMUNITY** by interacting in a responsive, considerate and efficient manner to create positive patron experiences and impact in the community.

**INCLUSION** by reducing physical, social and financial barriers to our programs, facilities and services, and making them more equitable for all.

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

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

**SUSTAINABILITY** by fostering a balanced approach to fiscal, environmental and social assets to support the health and longevity of the district, the environment and our community.

*play for life*

District Office

799 SW Columbia St., Bend, Oregon 97702 | [www.bendparksandrec.org](http://www.bendparksandrec.org) | (541) 389-7275



# Board of Directors

May 5, 2026

District Office Building | 799 SW Columbia | Bend, Oregon



## AGENDA

### 4:00 pm EXECUTIVE SESSION

The board will meet in Executive Session prior to the regular meeting pursuant to ORS 192.660(2)(i) for the purpose of reviewing and evaluating the performance of an employee. This session is closed to all members of the public except for representatives of the news media. News media is asked to contact Natalie Macsalka to attend [Nataliem@bendparksandrec.org](mailto:Nataliem@bendparksandrec.org).

The board of directors will hold its bi-monthly regularly scheduled meeting. In accordance with Oregon state law, this meeting is open to the public and may be attended in person or remotely.

**In-person:** Community Room at 799 SW Columbia St. Bend, OR 97703

**Virtual/remotely:** There are two ways to join remotely:

- Via Zoom: click the link below and enter the passcode:  
<https://us02web.zoom.us/j/81492874137?pwd=lbOwoSKVFsLbsWus4AaYbKYz2aNuFW.1>  
Passcode:541688
- **Telephone:** Call 1 669 900 6833 and enter webinar ID:814 9287 4137 Passcode: 541688

### 5:30 pm CONVENE MEETING

#### ROLL CALL

#### VISITORS

The board welcomes comments on district-related topics. This time is for listening only and is not intended to be a dialog with the board. Comments are limited to three minutes and may be provided in person or virtually. In-person speakers must complete a comment card and submit it to staff. Virtual participants should use the "Raise Hand" feature and will be called in the order received; cameras and microphones should be enabled. If there are questions, follow up will occur after the meeting. Thank you for your involvement.

#### WORK SESSION

1. ORPA Leadership Academy Presentations – *Adam Kau and Cayla Gleaton (30 min)*
2. Forest Health and Fire Fuels Program and Projects – *Zara Hickman and Sasha Sulia (30 Min)*

#### CONSENT

1. Walter E. Nelson Co. (Juniper Paper) Custodial Supply Pricing Agreement
2. Trust for Public Land Technical Assistance Letter

**BUSINESS SESSION**

1. Resolution No.2026-05 adopting a revised System Development Charge (SDC) fee schedule effective July 1, 2026 – *Kristin Toney (10 min)*
2. JSFC Outdoor Pool Cover Replacement and Renovation Project Amendment to Pre-Construction Design Build Contract with Pence Contractors, LLC. – *Brian Hudspeth (15 min)*

**EXECUTIVE DIRECTOR’S REPORT**

**MEETING SUMMARY** – 4/21/26

**REPORTS** – Project Update; Third Quarter Admin Update

**BOARD MEETINGS CALENDAR**

**GOOD OF THE ORDER**

**ADJOURN**



Accessible Meeting/Alternate Format Notification

This meeting location is accessible. Sign and other language interpreter services, 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 [nataliem@bendparksandrec.org](mailto:nataliem@bendparksandrec.org) or 541-706-6151. Providing at least 2 business days’ notice prior to the meeting will help ensure availability.

**BOARD AGENDA COMMUNICATION**

<b>AGENDA DATE:</b>	May 5, 2026
<b>SUBJECT:</b>	ORPA Leadership Academy
<b>STAFF RESOURCE:</b>	Jase Newton, Recreation Services Director
<b>PREVIOUS BOARD ACTION:</b>	None
<b>ACTION PROPOSED:</b>	None
<b>STRATEGIC PLAN:</b>	
<b>Priority:</b>	Team
<b>Goal:</b>	Invest in the growth and development of all district employees
<b>Strategy:</b>	Support a culture of learning and growing by providing support for staff to access training

**BACKGROUND**

The Oregon Recreation and Park Association (ORPA) just graduated its latest cohort from the Leadership Academy in April 2026. The ORPA Leadership Academy is an eight-month multi session program professional development program designed to provide competencies in leadership skills for park and recreation professionals. In partnership with Portland State University, the Leadership Academy combines education with practical project development and the benefit of an expanding professional network across Oregon. More specific information about the program can be found here: [Leadership Academy - Oregon Recreation & Park Association](#).

“Investing in the growth and development of all district employees” is a goal of the district. “Supporting a culture of learning and growing by providing support for staff to access training” is one of the strategies identified in the 2023 strategic plan to achieve that goal. Two district team members, Cayla Gleaton (Recreation Center Supervisor) and Adam Kau (Customer Service Supervisor) completed the program this past April. Both leadership graduates will share information about their experience in the program and summarize their capstone projects during the board meeting.

**BUDGETARY IMPACT**

The 2026 leadership program registration fee was \$1,200 per person, plus travel costs for two in-person cohort events in Portland. Funding to cover these costs was included in the travel and training budgets in the recreation department this fiscal year.

**STAFF RECOMMENDATION**

None

**MOTION**

None

<b>BOARD AGENDA COMMUNICATION</b>
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<b>AGENDA DATE:</b>	May 5, 2026
<b>SUBJECT:</b>	Forest Health and Fire Fuels Program and Projects
<b>STAFF RESOURCE:</b>	Sasha Sulia, Park Services Director Zara Hickman, Natural Resources and Trails Manager
<b>PREVIOUS BOARD ACTION:</b>	None
<b>ACTION PROPOSED:</b>	Information only.
<b>STRATEGIC PLAN:</b>	<p><b>Priority:</b> Service</p> <p><b>Goal:</b> Steward fiscal resources, and further environmental and social sustainability</p> <p><b>Strategy:</b> Continue efforts to be responsible stewards of the natural environment and evaluate and identify opportunities to respond to changing environmental conditions</p>

**BACKGROUND**

Historically, Central Oregon’s dry forests adapted to frequent, low intensity fires that maintained open forest structure and reduced fuel accumulation. Decades of fire suppression, logging operations, and current environmental factors have increased forest density and surface fuels, elevating the risk of severe wildfire in and around Bend.

The district’s forest health and fuels reduction program is a two-part strategy to promote forest health and resilience while reducing wildfire risk within district-owned properties. Additionally, the district implements Bend Fire & Rescue priorities into project prescriptions to enhance defensible space efforts where neighborhoods meet natural areas.

The Natural Resources vegetation management budget has steadily increased over the past four years. The proposed fiscal year (FY) 2026–2027 budget represents a 60% increase from last year. This higher budget is attributed to an increase in contracted fuels reduction acreage and the rising cost of this work.

During the current fiscal year (FY 2025–2026), the district’s in-house Natural Resources (NR) division completed nine projects totaling 39 acres. As part of collaborative efforts with Bend Fire & Rescue, in-house prescriptions also include a 20-foot buffer where district property abuts private property, creating fuel breaks and enhancing structural defense in alignment with the national Firewise program.

The district also has three contracted fuels reduction projects in FY 2025–2026, totaling 90 acres. These include pile burning at North Shevlin and mowing at Alpine Park and Shevlin Park adjacent to Tree Farm.

For FY 2026–2027, the district has three contracted projects planned, totaling 140 acres: Archie Briggs Canyon Natural Area, Eastgate and Rose Property. Treatments will include cutting and piling trees 8 inches and smaller in diameter at breast height (DBH). Trees larger than 8 inches DBH will be removed and utilized offsite. Piles will be left to cure and burned at a later date. The Archie Briggs Canyon Natural Area project is scheduled for burning in the following fiscal year (fall/winter 2027).

During the work session, staff will share the district’s methodology, provide additional details on current and upcoming projects, and discuss key opportunities and challenges.

### **BUDGETARY IMPACT**

The Natural Resources and Trails Division budget is requesting \$210,560 of general fund dollars for vegetation management and the proposed projects for FY 2026-27.

### **STAFF RECOMMENDATION**

None – for information purposes only.

### **MOTION**

None

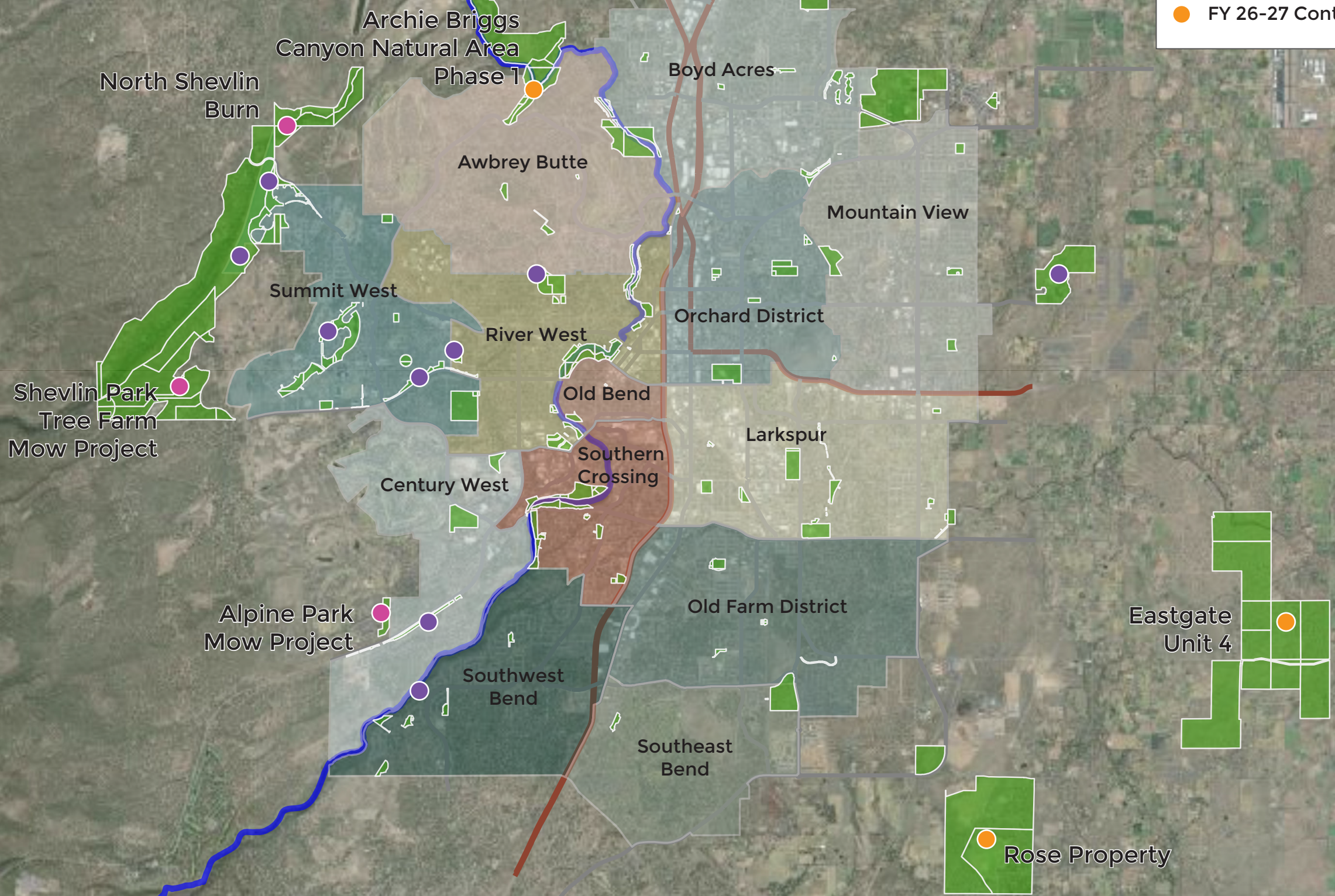
### **ATTACHMENTS**

BPRD Forest Health and Fuels Reduction Projects

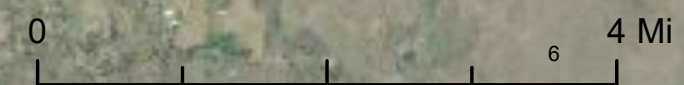
# BPRD Forest Health and Fuels Reduction Projects



- FY 25-26 In-house
- FY 25-26 Contracted
- FY 26-27 Contracted



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**BOARD AGENDA COMMUNICATION**

- AGENDA DATE:** May 5, 2026
- SUBJECT:** Walter E. Nelson Co. (Juniper Paper) Custodial Supply Pricing Agreement
- STAFF RESOURCE:** Kristin Toney, Administrative Services Director  
JoAnna Edwards, Contracts and Procurement Coordinator  
Glen McClean, Custodian Supervisor
- ACTION PROPOSED:** Authorize the executive director to execute a three-year pricing agreement with Juniper Paper for custodial paper products and related supplies.
- STRATEGIC PLAN:**
- Priority:** Service
  - Goal:** Steward fiscal resources, and further environment and social sustainability
  - Strategy:** Use financial modeling and other planning tools to evaluate operational costs and identify opportunities for long-term efficiency and cost stability

**BACKGROUND**

Bend Park and Recreation District staff conducted a district-wide review of custodial supply purchasing practices to identify opportunities to improve cost stability, increase operational efficiency, reduce waste, and ensure alignment with public procurement requirements.

Custodial paper products represent a high-volume operational expense across district facilities, including recreation centers, administrative buildings, and park sites. Historically, these items have been purchased through multiple vendors without a long-term pricing agreement, which limited the district’s ability to standardize products and stabilize costs over time.

As part of this review, staff evaluated pricing and service models from multiple vendors, including existing district suppliers and cooperative contract providers. Staff obtained three competitive quotes in accordance with Oregon intermediate procurement requirements and compared pricing across commonly used high-volume products such as toilet paper, paper towels, liners, disinfecting supplies, and related custodial consumables. The evaluation also included review of delivery practices, administrative workload associated with ordering and invoicing, dispenser compatibility, and product standardization opportunities across facilities.

Walter E. Nelson, Co., also known as Juniper Paper, provided the most competitive pricing across the district’s highest volume custodial paper products. In addition to favorable pricing, Juniper Paper currently supplies the district’s pool chemicals, including chlorine, and has demonstrated consistent service reliability and familiarity with district operations. Continuing to work with an

existing supplier supports efficient coordination of deliveries and reduces administrative complexity.

During this evaluation process, staff also worked closely with custodial and operations teams to identify opportunities to reduce product waste and improve consistency across facilities. This included reviews of paper towel dispensing systems, restroom supply usage patterns, and alternatives to single-use disinfecting wipes that support both cost savings and sustainability goals.

The proposed agreement (attachment A) establishes district-wide pricing stability for key custodial supplies and supports improved forecasting of operational expenses. Establishing a pricing agreement also strengthens the district's purchasing structure by aligning high-volume consumable purchases with a formal contract rather than relying on individual facility ordering practices.

### **BUDGETARY IMPACT**

The proposed agreement is estimated to be approximately \$450,000 over three years, based on current usage levels and projected operational needs.

Establishing a district-wide pricing agreement provides:

- improved cost predictability for custodial consumables
- reduced administrative time associated with ordering and invoice corrections
- standardized products across facilities
- improved coordination with an existing supplier already delivering pool chemicals
- reduced risk of mid-year price volatility

Staff also evaluated alternative vendor proposals during this process. While some vendors offered competitive pricing on select product categories, Walter E. Nelson, Co. provided the most favorable overall pricing across the district's highest-volume paper products and best aligned with existing operational relationships.

### **STAFF RECOMMENDATION**

Staff recommend approval of a three-year pricing agreement with Walter E. Nelson, Co. for custodial paper products and related supplies in an amount not to exceed \$450,000 to support cost stability, operational efficiency, and continued coordination with an existing district supplier.

### **MOTION**

***I move to approve a three-year pricing agreement with Walter E. Nelson, Co. for custodial paper products and related supplies in an amount not to exceed \$450,000 and authorize the executive director to execute the agreement.***

### **ATTACHMENT**

Attachment A – Walter E. Nelson, Co. Paper Pricing Agreement



## PRICE AGREEMENT

This Price Agreement (this “**Agreement**”) is between:

Bend Park and Recreation District (the “**District**”), an Oregon special district  
799 SW Columbia Street  
Bend, OR 97702

and

Walter E Nelson CO. (“**Contractor**”)  
1028 Paiute Way  
Bend, OR 97702

The District and Contractor (each a “**Party**” and, collectively, the “**Parties**”) agree as follows:

### 1 Purpose

- (a) The District requested pricing from Contractor on March 11<sup>th</sup>, 2026 (“**Request**”) for custodial paper products and related consumable supplies. Simultaneously, the District evaluated pricing for Hillyard chemical products, including chlorine, from Contractor and other available vendors. Based on the pricing received and the District’s evaluations of available vendor pricing, the District and Contractor desire to establish this Price Agreement for both custodian products and chemicals. This Agreement sets forth the general terms and conditions that shall apply to all Orders issued by the District against this Agreement pursuant to which Contractor agrees to provide the Services.
- (b) The District makes no representation or guarantee that any specific amount of purchases will be made under this Agreement.

### 2 Services

“Services” means the furnishing, supply, delivery, and related inventory support of custodial paper products, facility consumables, and Hillyard chemical products as described in Exhibit B and Exhibit E, as may be ordered by the District from time to time.

### 3 Agreement Term

- (a) This Agreement shall be effective upon the Effective Date, and the term shall continue through June 30, 2029 (the “**Term**”).

### 4 Agreement Price

- (a) For Contractor’s performance of the Services, District will pay Contractor pursuant to the following (the “**Exhibit E - Price Schedule**”):
  - (1) **Original Term Pricing:** Pricing shall be as detailed in Exhibit E (Price Schedule).
  - (2) **Renewal Term Pricing:** Contractor may request annual price adjustments not to exceed:
    - (A) Four percent (4%) for custodial paper products and facility consumables; and
    - (B) Three percent (3%) for Hillyard chemical products.

Any requested adjustment must be submitted no later than April 1 of each year and shall not take effect unless approved in writing by the District. If Contractor fails to provide renewal pricing, pricing from the immediately preceding term shall remain in effect. No price increases shall occur during the initial term of this Agreement.

- (b) Pricing includes all delivery, fuel, handling, environmental, and administrative charges. No additional surcharges shall apply unless approved in writing by the District.

**5 Payment Terms**

- (a) The District shall pay Contractor within 30 days of receipt of a properly itemized and accurate invoice following completion, and the District’s acceptance, of the Services, or as the District may otherwise provide for in a Purchase Order, if any.
  - (1) Contractor shall not submit, and the District shall not be liable for: (1) any charge that exceeds the rates agreed upon in section 4 above.

**6 Agreement Documents**

- (a) For purposes of this Agreement, the “**Agreement Documents**” consist of the following documents listed in order of precedence for the purpose of determining conflicting provisions in the Agreement Documents except that in the event of overlap or inconsistency between the terms of the Agreement Documents, the term that provides a better quality or quantity of service to the District shall control. To the extent that any terms of a Contractor’s document conflicts with terms of this Agreement (including, without limitation, the attached Exhibit A), such terms are void and are expressly and wholly subject to the terms of this Agreement.
  - (1) This Agreement;
  - (2) The Terms and Conditions attached as Exhibit A;
  - (3) Statement of Work attached as Exhibit B;
  - (4) The District’s Request for Pricing, issued March 11, 2026 incorporated by reference as Exhibit C;
  - (5) Contractor’s Pricing dated March 18, 2026 submitted in response to the District’s Pricing Request incorporated by reference as Exhibit D;
  - (6) Contractor’s Final Price Schedule dated April 20, 2026 attached as Exhibit E.

**7 Ordering Procedures**

- (a) Contractor shall provide weekly on-site inventory support at District facilities where custodial paper products and related consumables are stocked. A Contractor representative shall visit each applicable facility approximately once per week to perform PAR stock counts and assist with preparation of recommended replenishment orders. Contractor acknowledges that inventory support visits described in this section are included as part of standard services provided under this Agreement and shall not result in additional fees or surcharges.

The District reserves the right to place orders by email or other mutually agreed ordering method in lieu of or in addition to Contractor-prepared replenishment recommendations.

In support of efficient delivery coordination and to minimize delivery-related costs, the District will make reasonable efforts to consolidate routine supply orders into approximately one order per week across the District when operationally feasible.

Facility visit schedules may be adjusted by mutual agreement based on seasonal demand or operational needs.

Pricing under this Agreement includes delivery and inventory support services. No fuel surcharges, delivery fees, service charges, or similar administrative charges shall apply unless approved in writing by the District.

**8 Miscellaneous**

- (a) **Entire Agreement; Signatures.** The Agreement Documents contain the entire understanding of the Parties regarding the subject matter of this Agreement and supersede all prior and contemporaneous negotiations and agreements between the Parties, whether written or oral, with respect to the subject matter of this Agreement. This Agreement may be signed in counterparts. An electronically transmitted signature page will be considered an original signature page. At the request of a Party, the other Party will confirm an electronically transmitted signature page by delivering an original signature page to the requesting Party.
- (b) **Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- (c) **Waiver.** Failure of either Party to enforce any provision of this Agreement shall not constitute waiver of the right to require such performance in the future nor of the right to enforce any other provision of this Agreement. Payment by the District shall not constitute the District’s waiver of any rights under this Agreement.
- (d) **Time.** Time is of the essence in the performance of all obligations under this Agreement. Contractor shall at all times carry on the Services diligently, without delay and punctually fulfill all requirements of the Services.
- (e) **Amendments.** This Agreement may only be amended by written instrument, signed by both Parties.
- (f) **Assignment.** Except for portions of the Services performed by Contractor’s employees or subcontractors approved by the District, this Agreement is not assignable or transferable by Contractor without the District’s prior written consent, which may be withheld in the District’s sole discretion, and any purported assignment or transfer without the District’s consent shall be void.
- (g) **Further Assurances; Survival.** The Parties will sign such other documents and take such other actions as are reasonably necessary to further effect and evidence this Agreement. The termination of this Agreement, regardless of how it occurs, will not relieve a Party of obligations that have accrued before the termination. All Contractor representations, warranties, covenants, and obligations contained in this Agreement (including, without limitation, Contractor’s indemnity obligations) will survive the termination of this Agreement.

- (h) **Governing Law; Venue.** This Agreement shall be interpreted and administered under the laws of the State of Oregon without regard to conflict of laws principles. Any claim or dispute that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Deschutes County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
- (i) **Attorney’s Fees.** If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including, without limitation, any proceeding brought under the United States Bankruptcy Code, the prevailing Party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing Party’s reasonable attorneys’ fees and other fees, costs, and expenses of every kind, including, without limitation, the costs and disbursements specified in ORCP (Oregon Rules of Civil Procedure) 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- (j) **Interpretation.** As used in this Agreement, the term “person” means any natural person, corporation, limited liability company, partnership, joint venture, firm, association, trust, unincorporated organization, governmental agency, political subdivision, or any other entity, as context may require. All pronouns, and any variations, will be deemed to refer to the masculine, feminine, or neutral, as the identity of the person 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. The word “days” means calendar days unless expressly provided otherwise. The titles, captions, or headings of the articles and sections in this Agreement are inserted for convenience of reference only and are not intended to be a part, or to affect the meaning or interpretation, of this Agreement.
- (k) **Effectiveness and Date.** This Agreement will become effective when all Parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party’s signature) (the “**Effective Date**”). If a Party signs this Agreement but fails to date their signature, the date the other Party receives the signing Party’s signature will be deemed to be the date the signing Party signed this Agreement.

*(signatures to immediately follow)*

**The Parties are signing this Agreement on the date stated below that Party’s signature. The signatures of the Parties authorized representatives below acknowledge that they have read and understood this Agreement and agree to be bound by its terms and conditions:**

**WALTER E. NELSON CO.**

**BEND PARK AND RECREATION DISTRICT**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**EXHIBIT A**  
**TERMS AND CONDITIONS**

**1 Definitions**

For purposes of these terms and conditions, the following definitions apply:

“**Cooperative Contract**” shall mean a contract awarded as a result of a procurement conducted on behalf of more than one governmental agency.

“**OAR**” shall mean Oregon Administrative Rules.

“**ORS**” shall mean Oregon Revised Statutes.

“**Permissive Cooperative Contract**” shall mean a Cooperative Contract in which the purchasing contracting agencies are not identified.

**2 Compliance with Applicable Law**

Throughout the term of this Agreement, Contractor shall comply with all laws, rules, codes, regulations, policies, and applicable requirements imposed by governmental authorities having jurisdiction over the Services.

**3 Indemnification and Hold Harmless**

(a) Contractor agrees to hold harmless, indemnify, and defend the District, and its officers, directors, employees, agents, volunteers, and contractors, from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature (including, without limitation, reasonable attorneys’ fees and settlement costs) resulting from, arising out of, or related to:

- (1) Any misrepresentation, breach or alleged breach of any representation, warranty, agreement, or obligation under this Agreement by Contractor or its affiliates or subcontractors;
- (2) Any actual or alleged performance or nonperformance of the Services;
- (3) Any claim or liability arising from any contract between Contractor and any third party, whether or not made to effectuate the purposes of this Agreement, and regardless of whether Contractor enters into such contracts as the District’s agent or as principal;
- (4) Any actual or alleged violation of any applicable law by Contractor;
- (5) Taxes, together with interest and penalties, that are Contractor’s responsibility under this Agreement;
- (6) Infringement or alleged infringement of any patent, copyright, trademark, trade secret, right of privacy, right of publicity, or other personal or proprietary right of a third party in connection with the Services; and
- (7) Any other claim related to the Services and due to any act, negligence, willful misconduct, or omission by Contractor or its affiliates or subcontractors or their respective officers, directors, employees, suppliers, subcontractors, agents, successors, or affiliates.

4 **Independent Contractor**

Contractor is an independent contractor, and not an employee, of the District. Contractor is free from direction and control over the means and manner of performing the Services, subject only to the right of the District to specify the desired results, and the District reserves the right to evaluate the quality of the Services. The District will not withhold any taxes from any payments made to Contractor, and Contractor will be responsible for paying all taxes arising out of or resulting from Contractor’s performance of the Services, including, without limitation, income, social security, workers’ compensation, and employment insurance taxes. Contractor is solely responsible for obtaining all licenses, approvals, and certificates necessary or appropriate to perform the Services. This Agreement does not create a joint venture, partnership, or agency relationship between the District and Contractor. Contractor does not have the authority to bind the District to any contract or other agreement or represent to any person that Contractor is an agent of the District. Contractor has the authority to hire other persons to assist Contractor in performing the Services (and has the authority to fire such persons). The District shall neither have nor exercise any control or direction over the means or manner by which Contractor or its employees under its control shall perform their work and other functions.

5 **Force Majeure**

Neither Party shall be responsible for any nonperformance or delay in the performance of any obligation under this Agreement caused by fire, riot, acts of God, terrorism, war, government-imposed restrictions, or any other cause which is beyond the Party’s reasonable control (each a “Force Majeure Event”). Such Party shall, however, promptly notify the other Party of any Force Majeure Event and shall make all reasonable efforts to perform such obligation as soon as reasonably possible after the end of such cause for delay or nonperformance. No Force Majeure Event shall commence or be deemed to have occurred unless, within 10 days of the event constituting the Force Majeure Event, the Party claiming such delay has provided written notice to the other specifying the circumstances that the claiming Party contends constitutes a Force Majeure Event. Notwithstanding the foregoing, the District may terminate this Agreement upon written notice to Contractor after reasonably determining that the Force Majeure will likely prevent successful performance of this Agreement.

6 **Termination**

- (a) **Mutual Consent.** This Agreement may be terminated at any time by mutual written agreement of the Parties.
- (b) **Termination for Convenience.** The District may, at its sole discretion, terminate this Agreement, in whole or in part, upon 30 days’ written notice to Contractor.
- (c) **Termination by District.** The District may, at its sole discretion, terminate this Agreement, immediately upon written notice to Contractor, or on such later date as the District may establish in its notice, upon the occurrence of any of the following events:
  - (1) The District fails to receive funding, appropriations, limitations, allotments, or other expenditure authority at levels sufficient to pay for the Services;

- (2) Federal, state, or local laws, rules, regulations, ordinances, or guidelines are modified or interpreted in a way that either the purchase of the Services by the District under this Agreement, or the District’s payment for the Services from the planned funding source, is prohibited;
  - (3) Contractor is in default of this Agreement beyond all applicable notice and cure periods; or
  - (4) As otherwise provided in this Agreement.
- (d) **Termination by Contractor.** Contractor may terminate this Agreement if the District fails to make any payment to Contractor within 30 days of written notice from Contractor that such payment is past due.
- (e) **Effect of Termination.** Upon receipt of written notice of termination: (1) Contractor shall stop all performance under this Agreement as directed by the District, (2) the District shall pay Contractor the fees and expenses for the Services reasonably incurred prior to such termination (but shall not be responsible for any lost profit or other consequential damages), and (3) Contractor shall deliver to the District all documents, information, works-in-progress, and other property that are or would be the property of the District had the Agreement been completed.

**7 Events of Default**

- (a) The occurrence of any of the following events shall constitute a default by Contractor under this Agreement:
- (1) Contractor institutes, or has instituted against it, insolvency, receivership, or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
  - (2) Contractor no longer holds any license or certificate that is required for Contractor to perform its obligations under this Agreement and Contractor has not obtained a replacement license or certificate within 14 days after receipt of notice of the default from the District; or
  - (3) Contractor fails to perform any covenant, warranty, or other obligation under this Agreement, including failure to perform any obligation within the time specified or any extension of that time, and Contractor fails to cure such nonperformance within 14 days after receipt of written notice from the District; provided, however, if the default is of such a nature that it cannot be completely remedied within the 14-day cure period, Contractor shall not be in default if Contractor begins correction of the default within such 14-day period and diligently proceeds in good faith to effect the remedy as soon as practicable.

**8 Notices**

All notices or other communications required or permitted by this Agreement must be in writing, delivered to the Parties at the addresses set forth above, or such other address as a Party may designate by written notice to the other Party. Notices are considered delivered upon actual receipt if delivered personally, by fax (with electronic confirmation of delivery), by email (with hard copy delivered within two business days), or by a nationally recognized overnight delivery service; or at the end of the third business day after the date deposited in the United States mail, postage pre-paid, certified, return receipt requested.

9 **Insurance**

- (a) **Insurance Coverages.** Contractor shall obtain and maintain throughout the term of this Agreement, the following insurance coverages:
- (1) **General Liability.** Commercial general liability insurance (occurrence form), including coverage for bodily injury, property damage, independent contractors, contractual liability (covering Contractor’s indemnification obligations under this Agreement), personal injury, products and completed operations, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Contractor’s liability insurance shall be primary and will not seek contribution from any insurance or self-insurance maintained by the District.
  - (2) **Auto Liability.** Applicable to any automobile assigned to or used in the performance of the Services, whether owned, hired or non-owned, with a limit of liability of not less than \$1,000,000 combined single limit per accident.
  - (3) **Workers’ Compensation.** Statutory Limits. Contractor shall comply with ORS 656.017, unless exempt under ORS 656.126, which requires subject employers to provide Oregon workers’ compensation coverage for all their subject workers including employers’ liability coverage with limits not less than \$500,000. No workers’ compensation insurance has been or will be obtained by the District for Contractor or Contractor’s employees and subcontractors.
- (b) **Additional Insured.** Contractor shall name the District, its officers, employees, and agents as additional insureds on all liability policies other than errors and omissions and workers’ compensation policies.
- (c) **Notice.** There shall be no cancellation, material change, potential exhaustion of aggregate limits, or non-renewal of insurance coverage(s) without 30-days written notice from Contractor, or Contractor’s insurer(s), to District. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this Agreement by District.
- (d) Contractor shall, within 5 days after execution of this Agreement and prior to commencement of any Services, furnish the District with original certificates of insurance, including the additional insured and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause), and a copy of the declarations and endorsement page of the commercial general liability policy, listing all policy endorsements. Contractor shall deliver new certificates, endorsements, and declarations and endorsement pages to the District within 5 days after replacement or renewal of any required insurance policy. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section 9, at any time. Failure to obtain the required documents prior to the Services beginning shall not waive the Contractor’s obligation to provide them. Any failure of Contractor to provide evidence of required insurance shall constitute a material breach of this Agreement and shall be grounds for immediate termination of this Agreement by District.
- (e) Contractor understands that the stated limits of liability are the minimum acceptable by the District, Contractor further understands it is the responsibility of Contractor to determine the appropriate limits of liability in excess of the District’s minimum acceptable limits to meet Contractor’s risk.

- (f) If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

**10 Non-Discrimination**

Contractor shall comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race; color; gender; age; religion; ancestry, national origin; U.S. military veteran status; marital status; sexual orientation; disability; medical condition; source of income; or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement.

**11 Warranty**

- (a) Contractor will perform the Services to the best of Contractor’s ability, diligently, and without delay, in good faith, in a professional manner in accordance with the highest professional standards of the industry, free from any material errors, omissions, or defects, and in strict compliance with the terms and conditions of this Agreement.
- (b) For goods and materials, Contractor agrees to the following: Contractor (1) warrants that Contractor has title to the goods and materials, free and clear of all liens, mortgages, pledges, security interests, reservations, restrictions, conditions, claims, and/or any other encumbrances (collectively, “**Encumbrances**”); (2) will sell, transfer, convey, and assign the goods and materials to the District free and clear of all Encumbrances; (3) the goods and materials are new, unblemished, fit for the District’s intended use, in good repair and operating condition, and free from all defects; (4) will assign any manufacturer’s warranties to District; and (5) if there is no manufacturer’s warranty, Contractor will warrant the goods and materials against all defects for a period of one-year from date of delivery to the District.

**12 Continuing Obligation**

Notwithstanding the expiration date of this Agreement, Contractor is obligated to fulfill its responsibilities until warranty, guarantee, maintenance, and parts availability requirements have completely expired.

**13 Identification of Employees**

While on District property, Contractor shall ensure that its employees wear identifying uniforms or other designation of identity (e.g. identification badge, hat, and/or coat with Contractor’s logo and/or name).

**14 Cooperative Contract**

This Agreement is not a Permissive Cooperative Contract.

**15 Public Contracting Requirements**

- (a) As required by ORS 279B.045, Contractor represents and warranties that Contractor has, and will throughout the duration of this Agreement, comply with the tax laws of Oregon or a political subdivision of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Contractor’s

failure to comply with the tax laws of Oregon or a political subdivision of Oregon before Contractor executed this Agreement or during the term of this Agreement is a default for which the District may terminate this Agreement and seek damages and other relief available under the terms of this Agreement or under applicable law.

- (b) As required by ORS 279B.220, Contractor shall: (1) make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Services provided for in this Agreement, (2) pay all contributions or amounts due the Industrial Accident Fund from Contractor or Contractor’s subcontractor(s), if any, incurred in the performance of this Agreement, (3) not permit any lien or claim to be filed or prosecuted against the District on account of any labor or material furnished, and (4) pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (c) As required by ORS 279B.230, Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of Contractor, of all sums that Contractor agrees to pay for the services and all moneys and sums that Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- (d) As required by ORS 279B.235(1)(a), Contractor shall not employ an employee for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires otherwise, and in such cases, Contractor shall pay the employee at least time and a half pay for: (1) all overtime in excess of eight hours in any one day or 40 hours in any one week if the work week is five consecutive days, Monday through Friday; or all overtime in excess of 10 hours in any one day or 40 hours in any one week if the work week is four consecutive days, Monday through Friday; and (2) all work the employee performs on Saturday and on any legal holiday specified in ORS 279B.020.
- (e) As required by ORS 279B.235(1)(b), Contractor shall comply with the prohibition set forth in ORS 652.220. Contractor’s compliance with ORS 652.220 is a material element of this Agreement, Contractor’s failure to comply is a breach that entitles the District to terminate this Agreement for cause.
- (f) As required by ORS 279B.235(1)(c), Contractor shall not prohibit any of Contractor’s employees from discussing the employee’s rate of wage, salary, benefits or other compensation with another employee or another person and Contractor shall not retaliate against an employee who discusses the employee’s rate of wage, salary, benefits or other compensation with another employee or another person.
- (g) As required by ORS 279B.235(2), Contractor shall give notice in writing to employees who perform any work in relation to this Agreement, either at the time of hire or before work begins on this Agreement, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that Contractor may require the employees to work.

**– END OF EXHIBIT A - TERMS AND CONDITIONS –**



**EXHIBIT B  
STATEMENT OF WORK**

**1 Scope of Work**

Provide paper products and Hillyard chemical products listed in Exhibit E.

**2 Delivery**

Contractor shall coordinate deliveries with District staff during normal business hours unless otherwise agreed.

**3 Product Compatibility Protection**

Contractor shall not substitute products without prior written approval from the District.

**4 Quality Standards**

All products shall be new, unused, and suitable for their intended purpose.

**5 Inventory Availability**

Contractor shall maintain sufficient inventory levels to support normal District ordering requirements.

**6 Customer Services**

- (a) Contractor shall have an adequate number of competent, properly trained customer service staff available Monday through Friday between 8:00 AM and 5:00 PM pacific time, excluding federal holidays.
- (b) Contractor shall provide a response to customer service complaints and issues within two-business days, and shall provide resolution for all complaints and issues within a reasonable timeframe.

**7 Standardization Flexibility Clause**

The District reserves the right to standardize product selections during the term of this Agreement and may modify ordered product types accordingly without penalty.

**8 Products**

- (a) Contractor must provide the following specified products:

Category A – Paper Products

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Standard toilet tissue</li> <li>• Jumbo tissue</li> <li>• Hard wound towels</li> <li>• Can liners</li> <li>• Dispensers</li> <li>• Gloves</li> <li>• Kitchen roll towels</li> <li>• Facial tissue cube boxes</li> <li>• Tampon convenience packs</li> <li>• Toilet seat covers</li> <li>• Juniper Breeze hand/body soap</li> </ul> | <ul style="list-style-type: none"> <li>• Affinity Foam instant soap</li> <li>• Hand sanitizer</li> <li>• Non-Acid restroom cleaner</li> <li>• Suprox concentrated peroxide cleaner</li> <li>• Multipurpose cleaner</li> <li>• Window cleaner</li> <li>• Lysol disinfectant spray</li> <li>• Crème clean cleanser</li> <li>• Liquid bleach</li> <li>• Krud Kutter Degreaser</li> <li>• Consume Bacteria Digestant</li> </ul> |
|---|---|

- Bloc-Aid Drain Cleaner
- Deep-Six Defoamer
- Zinc-free floor finish
- Crystal Clean Liquid Laundry Detergent
- Urinal Screens
- Soap dispensers
- Gum remover aerosol
- Furniture polish
- Magic erasers
- Nitrile Exam Gloves – Medium
- Nitrile Exam Gloves – Large
- Nitrile Exam Gloves – X-Large
- Nitrile Gloves – XXL
- Park trash can liners
- 11 AR1041C TUFF-TX LNR 33x39 1.5 CL 250
- 13 AR1049C 40 X 46 1.5Mil Clear Coreless Can Liners 250/Cs
- ARVH243308N 24x33 8 Mic Clear Hi Density Liner Rolls 1000/cs 10-15gl
- 33X40 16MIC HI-D CLEAR ROLL CAN
- 38X58 1.5MIL BLK 60G ROLL CAN
- 43X47 1.5MIL BLK 56G ROLL CAN

Category B- Hillyard Chemicals and other chemical products

- Gym sanitizer
- Chlorine 15 gallon carboy
- Chlorine 55 gallon drum
- Chlorine bleach

(b) The District reserves the right to add or remove products from this Agreement at any time at its sole discretion. If needed, new products will be added to this Agreement at a mutually agreed upon price at the time of the addition, once agreed upon, pricing shall remain fixed for the then current Agreement term.

9 **SDS Requirements**

Contractor shall provide Safety Data Sheets (SDS) for all chemical products supplied under this Agreement upon request and whenever products are updated or changed.

10 **Service Locations**

Contractor shall perform the Services at the following locations (“**Service Location(s)**”), and other locations as the District may require from time to time:

SERVICE LOCATIONS	
<p><b><u>ASPEN HALL</u></b>                      18920 NW Shevlin Park Road                      Bend, OR 97701                      Hours: key access</p>	<p><b><u>JUNIPER SWIM AND FITNESS CENTER (JSFC)</u></b>                      800 NE 6<sup>th</sup> Street                      Bend, OR 97701                      Hours: Monday – Friday, 5:15AM – 9:00PM</p>

<p><b><u>DISTRICT OFFICE</u></b>                  799 SW Columbia Street                  Bend, OR 97702                  Hours: Monday – Friday, 8:00AM – 5:00PM</p>	<p><b><u>LARKSPUR COMMUNITY CENTER</u></b>                  1600 SE Reed Market Road                  Bend, OR 97702                  Hours: Monday – Friday, 7:30AM – 4:00PM</p>
<p><b><u>HOBBY HUT (HARMON PARK)</u></b>                  1100 NW Harmon BLVD                  Bend, OR 97701                  Hours: Monday – Thursday, 8:00 AM - Noon</p>	<p><b><u>PARK SERVICES (CAMPUS)</u></b>                  1675 SW Simpson Avenue                  Bend, OR 97702                  Hours: Monday – Friday, 7:30AM – 4:00PM</p>
<p><b><u>HOLLINSHEAD BARN</u></b>                  1235 NE Jones Road                  Bend, OR 97701                  Hours: key access</p>	<p><b><u>THE PAVILION</u></b>                  1001 SW Bradbury Way                  Bend, OR 97702                  Hours: Monday – Friday, 8:00AM – 8:00PM</p>

11 **Safety**

Contractor shall comply with all safety laws, rules, ordinances, regulations, and policies applicable to the area of work. Contractor shall provide protection for all persons, District property, and other personal property within or adjacent to the working area or approach thereto and shall erect temporary barricades or other protections as necessary.

12 **Highest Standards**

Contractor shall perform the Services in a thorough and professional manner and in compliance with all state, local, and District laws, rules, ordinances, codes, and policies. In addition to the minimum required specifications, pursuant to ORS 279B.060(2)(c), Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the goods and/or services at all times for the duration of this Agreement.

**– END OF STATEMENT OF WORK –**



**EXHIBIT E**  
**CONTRACTOR'S PRICE SCHEDULE**

Item Description	Description	Cost
Round Roll Paper Towels	8X800 FT/6 PER CS	\$34.29
Round towel dispenser	single dispenser	\$22.00
Jumbo Roll Toilet Tissue – 2 Ply, 9"	WHT 2PLY BATH TISSUE 3.43" 12RL/1000'/CS	\$30.80
Standard Roll Toilet Tissue – 2 Ply	2 Ply Standard 96/500/Cs - walter nelson	\$56.94
Kitchen Roll Towels	30/85/CS 2 PLY	\$37.21
Facial Tissue Cube Boxes	90 SHEETS, BOX/36 CS	\$30.00
Juniper Breeze Hand / Body Soap 55 gallon	55 GALLON DRUM	\$522.65
Affinity Foam Instant Hand Soap	NO FRAGRANCE/1250 ML/4/CS	\$40.47
Hand Sanitizer Gel – Personal Size	24/CS 2OZ/PURELL SANITIZER/FLIP TOP	\$46.20
Hand Sanitizer Foam mounted disp	1000ML/4/CS	\$74.00
Hand Sanitizer Gel – Pump Bottle	PURELL HAND SANITIZER 12Oz 12/CS	\$60.04
Tampon Convenience Packs	TAMPONS/NATURAL/500/CS BIODEGRADABLE	\$124.00
Toilet Seat Covers	1/2 FOLD 20/250/CS SEPTIC SAFE	\$35.93
Non-Acid Restroom Cleaner	4 GALLON/CS	\$89.00
Suprox Concentrated Peroxide Cleaner	4 GALLON/CS	\$89.00
Arsenal 1 Multi-Purpose Cleaner	32OZ CLOROX PRO ECO CLEAN ALL PURPOSE CLEANER SPRY 9/CS 60276	\$83.04
Arsenal 1 Window Cleaner	2.5 LITER/4 CS	\$106.00
Halt Hospital Disinfectant	2.5 LITER/4 CS	\$66.40
Lysol Disinfectant Spray – Crisp Linen	LYSOL DISINFECTANT SPRAY CRISP LINEN SCENT 12/19OZ/CS 79329	\$51.72
Creme Clean Cleanser	BEST BET LIQ CREME CLEANSER MINT FRAGRANCE 12QT/CS 07712	\$46.68
Liquid Bleach – 1 Gallon	6 GALLON/CS	\$26.52
Krud Kutter Degreaser	4 GALLON/CS	\$67.80
Consume Bacteria Digestant	4 GALLON/CS	\$55.87
Bloc-Aid Drain Cleaner	4 GALLON/CS	\$49.32
Deep-Six Defoamer	FIBERPRO FOAM CONTROL LIQUID DEFOAMER 4GL/CS 40304	\$45.64
Zinc-Free Floor Finish	5 GALLON/BOX	\$129.00
Crystal Clean Liquid Laundry Detergent	4 GALLON/CS	\$16.63
Urinal Screens – Fresh Garden	AIRWORKS URINAL SCREEN 6BX/10EA/CS AWUS232-BX	\$22.20
Basin Mount Soap Dispensers	CLEARVU ENCORE PLASTIC 30OZ SOAP DISPENSER 12/CS 9330	\$19.90
Gum Remover Aerosol	32OZ//LIQUID/12/CS	\$13.60
Furniture Polish	19oz 12/CASE	\$54.84
Magic Eraser Cleaning Pads	6/BOX 6 BOX PER CASE	\$38.58
Gym Sanitizer	2.5 LITER/4 CS	\$83.80
Chlorine 15 gallon carboy	15 gallon	\$79.80
Chlorine 55 gallon drum	55 gallon	\$273.5

Chlorine Bleach	1 gallon	\$17.68
Nitrile Exam Gloves – Medium	7ML 10 BOX PER CS/100 PER BOX	\$44.66
Nitrile Exam Gloves – Large	7ML 10 BOX PER CS/100 PER BOX	\$66.00
Nitrile Exam Gloves – X-Large	7ML 10 BOX PER CS/100 PER BOX	\$66.00
Nitrile Gloves – XXL	7ML 10/BOX PER CS/100 PER BOX	\$67.69
Park trash can liners	36X58 1.7MIL LD BLACK OPAQUE CAN LINER 100/CS CLSB553658	\$35 .00
11 AR1041C TUFF-TX LNR 33x39 1.5 CL 250	11 AR1041C TUFF-TX LNR 33x39 1.5 CL 250	\$59
13 AR1049C 40 X 46 1.5Mil Clear Coreless Can Liners 250/Cs	13 AR1049C 40 X 46 1.5Mil Clear Coreless Can Liners 250/Cs	\$87.00
10 ARVH243308N 24x33 8 Mic Clear Hi Density Liner Rolls 1000/cs 10-15gl	10 ARVH243308N 24x33 8 Mic Clear Hi Density Liner Rolls 1000/cs 10-15gl	35.4
33X40 16MIC HI-D CLEAR ROLL CAN	33X40 16MIC HI-D CLEAR ROLL CAN	25.7
38X58 1.5MIL BLK 60G ROLL CAN	38X58 1.5MIL BLK 60G ROLL CAN	29.4
43X47 1.5MIL BLK 56G ROLL CAN	43X47 1.5MIL BLK 56G ROLL CAN	28.21

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**BOARD AGENDA COMMUNICATION**

**AGENDA DATE:** May 5, 2026

**SUBJECT:** Trust for Public Land Technical Assistance Letter

**STAFF RESOURCE:** Michelle Healy, Executive Director

**PREVIOUS BOARD ACTION:** TPL presentation April 7, 2026

**ACTION PROPOSED:** Authorize Signature of Technical Assistance Letter

**STRATEGIC PLAN:**

**Priority:** Service

**Goal:** Steward fiscal resources, and further environmental and social sustainability

**Strategy:** Use financial modeling and other planning tools to holistically evaluate, plan and forecast necessary expenditures for system expansion, operations and maintenance

**BACKGROUND**

During the April 7, 2026, board meeting, Nathan Henry, the Western Conservation Finance Director from the Trust for Public Land (TPL) shared information about TPL’s Conservation Finance program. This program helps public agencies with the design, passage and implementation of funding measures for parks, open space, trails and related public projects.

Mr. Henry specifically explained the types of technical support TPL offers to public agencies, including preparing financial feasibility reports, conducting public opinion research, developing program recommendations, planning campaigns, and providing voter education. Following the presentation, the board indicated an interest in exploring future funding options with TPL.

A technical assistance letter (see attachment A) signed by the chair of the board of directors is the first step to working with TPL. The letter specifically requests that TPL engage with the district to explore financial strategies through their conservation financial program. It does not commit the district to pursue any specific action but allows TPL to start research into funding options for the board’s consideration.

**BUDGETARY IMPACT**

None, TPL provides these services at no cost to public agencies.

**STAFF RECOMMENDATION**

Staff recommend the board authorize the board chair to sign the attached technical assistance letter.

**MOTION**

*I move to authorize the board chair, Donna Owens, to sign a technical assistance letter requesting assistance from the Trust for Public Land.*

**ATTACHMENTS**

Attachment A – TPL Technical Assistance Letter



May 5, 2026

Nathan Henry  
Western Conservation Finance Director  
Trust for Public Land  
6220 SE 23<sup>rd</sup> Avenue  
Portland, OR 97202

Kristin Kovalik  
Oregon Program Director  
Trust for Public Land  
15 SW Colorado Avenue, Suite 100  
Bend, OR 97702

Dear Mr. Henry and Ms. Kovalik:

On behalf of the Bend Park and Recreation District (BPRD), I would like to request technical assistance from Trust for Public Land in connection with our efforts to finance parks, trails, open spaces, and other related community and conservation priorities. As part of your advice and assistance, I understand that you may undertake feasibility research, conduct public opinion surveys, and develop strategies for our consideration.

I am interested not only in the facts that you can provide, but also your organization's opinions and recommendations on public financing measures available to BPRD. This could include the public's priorities and attitudes concerning outdoor recreation, parks, trails, natural areas, and other aspects of land and water conservation.

Information provided to BPRD will be public record as a matter of law. This request does not in any way commit public funds to the efforts of Trust for Public Land related to this request, nor does it require public disclosure of any confidential information of the organization.

This request will continue in effect for any advice you offer or presentations you submit for the use of this body related to such measures. In addition, I would like to take this opportunity to request that you continue to be available to provide technical advice and assistance in this area and on related matters in the future.

Sincerely,

Donna Owens, Chair  
Bend Park and Recreation District Board of Directors

A handwritten signature in a light blue, cursive script that reads "play for life".

District Office

**BOARD AGENDA COMMUNICATION**

<b>AGENDA DATE:</b>	May 5, 2026
<b>SUBJECT:</b>	Resolution No. 2026-05, adopting a revised System Development Charge (SDC) fee schedule effective July 1, 2026
<b>STAFF RESOURCE:</b>	Kristin Toney, Administrative Services Director
<b>PREVIOUS BOARD ACTION:</b>	The SDC fee schedule was last set with Resolution No. 2025-06 on June 3, 2025, effective July 1, 2025.
<b>ACTION PROPOSED:</b>	Adopt Resolution No. 2026-05, providing for a revised SDC Fee Schedule effective July 1, 2026, that includes a 1.88% 2026-27 annual index adjustment.

**BACKGROUND**

In June 2025, the board adopted an updated SDC methodology, project list, and fee schedule, establishing baseline SDC rates effective July 1, 2025. As part of that action, the board authorized annual updates to the fee schedule to reflect indexed changes in construction, land acquisition, and administrative costs. The inflation adjustment applied this year is the routine index update and does not represent a new methodology or policy change.

The district's annual SDC fee schedule adjustment becomes effective July 1 of each year. The timing of the decision regarding the fee adjustment is sequenced to correspond with the district's annual budget process and to inform the City of Bend and Deschutes County of SDC fee changes in a timely manner. The current SDC fee schedule went into effect July 1, 2025, pursuant to Resolution No. 2025-04 adopted June 3, 2025.

The adopted Methodology Report: Parks System Development Charges, Section 3.4.1, Inflationary Adjustments, outlines the formula for calculating and adjusting fees on an annual basis. The adjustments are proportionately indexed to:

- The Engineering News Record (ENR) US 20–City Average Construction Cost Index; and
- Bend land values as determined by changes in Real Market Value (RMV), as reported by the Deschutes County Assessor's Office

The recommended FY 2026–27 fee adjustment is based on the proportional rates of change in the two cost factors between December 2024 and December 2025 (see attachment 1). This year, the indices call for a fee adjustment increase of 1.88% for FY 2026–27 due to the combined effect of:

- An increase in Bend land values (2.80%) combined with
- An increase in the ENR 20-city construction cost index (1.72%)

The resulting SDC fee increases are listed in Resolution No. 2026-05 (attachment 2).

There are no proposed changes to the objection or appeal fees, and the updated SDC fees include administrative costs.

### **BUDGETARY IMPACT**

The SDC fee schedule affects future SDC fee revenues and the funding available for SDC-eligible projects in the district's adopted Capital Improvement Plan. Inflation-adjusted fees help the district's SDC revenues keep pace with rising costs to acquire and develop parks, trails, and recreation facilities. However, it is important to recognize that there is a time lag between the dates of the indices used and the date the new fees are effective; in periods of significant cost inflation, the annual fee adjustment may not keep pace.

### **STAFF RECOMMENDATION**

Staff recommend adoption of the revised SDC fee schedule, including both average and tiered fees, contained in Resolution No. 2026-05.

### **MOTION**

*I make a motion to adopt Resolution No. 2026-05, adopting a revised fee schedule for System Development Charges effective July 1, 2026.*

### **ATTACHMENT**

1. SDC Calculations and Tier Adjustment Summary, Fiscal Year 2026-27
2. Resolution No. 2026-05, Adopting a Revised Fee Schedule for System Development Charges

BUSINESS SESSION ITEM 1- Attachment 1

## System Development Charge Adjustment Factor Calculation FY 2026-27

		Real Market Value (RMV) All Taxable Properties (A)	Real Market Value (RMV) of New Property (B)	RMV of Property Without New Construction (A) - (B) = (C)	Market-Related Change in RMV (C1 - C2) / C1
1	2025-26	42,726,919,820	486,302,220	42,240,617,600	2.80%
2	2024-25	41,486,989,419	429,173,890	41,057,815,529	

The SDC methodology uses the estimated market-related change in real property value as a proxy for the change in land value because the County Assessor does not publish data about the change in land value alone. The Assessor's Office estimates the total change in real market value (RMV) as well as the value of new construction added to the roll each year. The market-related change in real property values can be estimated by subtracting the new construction value from total RMV. When compared to the base value for RMV from the previous year, an average growth rate for the increase in real property, including land value, can be made.

	20-city Dec. 2025	20-city Dec. 2024	Difference	% Change
<b>ENR CCI</b>	14,118.46	13,880.00	238.46	1.72%

During the 12-month period from December 2024 through December 2025, the Engineering News Record Construction Cost Index 20-City Index changed from \$13,880.00 to \$14,118.46. This represents a percentage increase of 1.72%.

**To adjust the cost based upon the index percentages in the 2025 SDC Methodology:**

<u>Construction</u>	+	<u>Land Value</u>	=	<u>Adjustment Factor</u>
85% x 1.72%	+	15% x 2.80%	=	1.88%
0.0146	+	0.0042	=	0.0188

<u>Fees</u>	<u>2025-26 fee</u>	<u>2026-27 fee adjusted for inflation</u>
Single-Unit Dwelling Average	12,063	12,290
Single-Unit Dwelling (<600 sq ft)	8,444	8,603
Single-Unit Dwelling (601 - 1,200 sq ft)	9,699	9,881
Single-Unit Dwelling (1,201 - 1,600 sq ft)	10,712	10,913
Single-Unit Dwelling (1,601 - 2,200 sq ft)	11,436	11,651
Single-Unit Dwelling (2,201 - 3,000 sq ft)	12,111	12,339
Single-Unit Dwelling (>3,000 sq ft)	13,221	13,470
Multi-Unit Dwelling Average Accessory	8,589	8,751
Accessory Dwelling Unit (ADU)	5,211	5,309
Overnight Accommodations Unit	9,023	9,193
Manufactured Dwelling	10,905	11,110
Dormitory (per person)	4,825	4,916

**BEND PARK AND RECREATION DISTRICT  
RESOLUTION NO. 2026-05  
A RESOLUTION ADOPTING A REVISED FEE SCHEDULE FOR  
SYSTEM DEVELOPMENT CHARGES**

**WHEREAS**, June 3, 2025, the Board of Directors (the “board”) for the Bend Park and Recreation District (the “district”) adopted Ordinance No. 13 - System Development Charges, authorizing the assessment and collection of System Development Charges (“SDCs”) and Resolution No. 2025-04-Adopt a Methodology for Calculating System Development Charges; and

**WHEREAS**, Ordinance No. 13 allows the district to establish SDC fees necessary to serve future public park needs of the residents of the district; and

**WHEREAS**, the terms “Single-unit Dwelling,” “Multi-unit Dwelling,” “Manufactured Dwelling,” “Accessory Dwelling Unit,” “Dormitory” and “Overnight Accommodations Unit” are defined in Ordinance No. 13; and

**WHEREAS**, the adopted Methodology Report: Parks System Development Charges, Section 3.4.1, Inflationary Adjustments, outlines a formula for calculating and adjusting fees on an annual basis; and

**WHEREAS**, the district incurs costs associated with administering the SDC program, including internal administration (such as fees related to the district’s formal objection and appeal processes) as well as payments to the City of Bend and Deschutes County to collect the park SDCs on behalf of the district (the “Administrative Costs”); and,

**NOW, THEREFORE**, the Board of Directors hereby resolves as follows:

1. The district’s SDCs for the period July 1, 2026 through June 30, 2027, shall be imposed at the full amount allowed under the adopted Methodology, and shall be:

<b>Fees</b>	<b>2026-27 fee adjusted for inflation</b>
Single-Unit Dwelling Average	12,290
Single-Unit Dwelling(<600 sq ft)	8,603
Single-Unit Dwelling (601 - 1,200 sq ft)	9,881
Single-Unit Dwelling(1,201 - 1,600 sq ft)	10,913
Single-Unit Dwelling (1,601 - 2,200 sq ft)	11,651
Single-Unit Dwelling (2,201 - 3,000 sq ft)	12,339
Single-Unit Dwelling (>3,000 sq ft)	13,470
Multi-Unit Dwelling Average Accessory	8,751
Accessory Dwelling Unit (ADU)	5,309
Overnight Accommodations Unit	9,193
Manufactured Dwelling	11,110
Dormitory (per person)	4,916

2. The district’s additional fees for the period July 1, 2026 through June 30, 2027, shall be:

- a. Formal Objection Fee \$500.00
- b. Appeal Fee \$1,000.00

3. Effective on July 1 of each subsequent year, the Administrative Costs will also be adjusted to reflect current costs by the district to collect park SDC fees.

4. Miscellaneous. All pronouns contained in this Resolution, and any variations of such pronouns, will be deemed to refer to the masculine, feminine or neutral, singular or plural, as the applicable 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. Any reference to a particular law, statute, rule, regulation, code or resolution includes the law, statute, rule, regulation, code or resolution now in force or as later amended. The provisions of this Resolution are declared to be 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 at any time by resolution of the board to cure editorial or clerical errors, or to comply with applicable law.

ADOPTED by the Board of Directors of the district on this 5th day of May, 2026.

\_\_\_\_\_  
Donna Owens, Board Chair

Attest:

\_\_\_\_\_  
Michelle Healy, Executive Director

<b>BOARD AGENDA COMMUNICATION</b>
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<b>AGENDA DATE:</b>	May 5, 2026
<b>SUBJECT:</b>	JSFC Outdoor Pool Cover Replacement and Renovation Project Amendment to Pre-Construction Design Build Contract with Pence Contractors, LLC.
<b>STAFF RESOURCE:</b>	Brian Hudspeth, Director of Planning & Development
<b>PREVIOUS BOARD ACTION:</b>	January 7, 2025, Pool Cover Discussion April 1, 2025, Adopted Resolution No. 2025-01 June 3, 2025, Award Design Build Contract January 6, 2026, Project Update
<b>ACTION PROPOSED:</b>	Approve Amendment to Pence Contractors, LLC Design Build Contract for Pre-Construction Services.
<b>STRATEGIC PLAN:</b>	
<b>Priority:</b>	Service
<b>Goal:</b>	Maintain quality, clean and safe parks, trails and facilities.
<b>Strategy:</b>	Take care of what we have by prioritizing investment in existing assets.

**BACKGROUND**

In June 2025, the district awarded a Progressive Design-Build contract to Pence Contractors for several improvements at Juniper Swim and Fitness Center (JSFC), including a new cover over the 50-meter pool. Pence has been working closely with staff to refine the project scope and develop cost estimates.

At the January 6, 2026, board meeting, staff presented three project options ranging in cost from approximately \$1.5 million to over \$11 million. These options, along with associated Capital Improvement Plan (CIP) and budget impacts, were further discussed during the board budget workshop. After receiving feedback from the board, staff continued with the original project scope, excluding the locker room remodel. Subsequently, staff also removed the roofing scope from the Pence contract and are advancing that as a separate, stand-alone project.

The JSFC project utilizes a Progressive Design-Build delivery method, which consists of two primary phases: pre-construction services and the Guaranteed Maximum Price (GMP) phase. The pre-construction phase includes design and permitting, while the GMP establishes the final cost to construct the project.

To advance the design to a level sufficient for permitting, Pence has engaged its key subcontractors, including mechanical, plumbing, and building trades. The design costs associated

with these subcontractors now need to be incorporated into the pre-construction portion of the contract.

### **BUDGETARY IMPACT**

The 2026–2030 Capital Improvement Plan (CIP) allocates \$9,670,000 in property tax revenue for the JSFC Pool Cover Project and assumes the issuance of debt. To date, \$83,121 has been billed under the pre-construction contract, which has a not-to-exceed amount of \$391,134, leaving 308,013 remaining.

This additional pre-construction cost request is \$246,159.00, with added contingency of \$24,000.00, it would bring the total pre-construction budget not to exceed \$661,293. This will leave \$9,008,707 available for the GMP and project completion. The GMP and other miscellaneous owner costs may exceed this remaining amount, and staff have added additional funding in the proposed FY 2027 CIP to address the funding needs, consistent with the feedback received at the budget workshop.

### **STAFF RECOMMENDATION**

Staff recommend that the board approve an amendment to the pre-construction portion of the contract with Pence Contractors in the amount of \$246,159 along with an additional \$24,000 in contingency, for a total pre-construction budget not to exceed \$661,293. This funding will allow completion of design and permitting for the JSFC Outdoor Pool Cover and Rehabilitation Project.

### **MOTION**

***I move to authorize the executive director to finalize and execute a Pre-Construction amendment with Pence Contractors, LLC for \$246,159, and to approve an additional \$24,000 of contingency for a total Pre-Construction amount not to exceed \$661,293.***

### **ATTACHMENT**

None



**PLANNING & DEVELOPMENT  
PROJECT UPDATES  
May 2026**

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**COMMUNITY PARK PROJECTS**

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**Pine Nursery Park Phase 5:** *This project constructs the final features identified in the approved development plan for this highly used community park. Project work includes athletic field lighting, artificial turf infields, more pickleball courts, pickleball court lighting, full court basketball, new trail connectivity, ADA access improvements, off-leash dog area improvements, pedestrian trail lighting, maintenance area improvements, landscaping, and irrigation.*

<https://www.bendparksandrec.org/project/pine-nursery-park-phase-5/>

**Phase: Construction**

No updates

Update

- The pickleball courts and full court basketball are paved, as well as the pedestrian pathway from Deschutes Market Road. Artificial turf infield surfacing is being installed, work on the athletic field light pole bases is still underway, and pedestrian pathway lighting is about to begin. Construction is anticipated to be complete by fall of 2026.

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**Sawyer Park Upgrades:** *Decades of use and increased visitors to the park created the need for an improved entrance and parking lot. The plans include relocating the parking area closer to O.B. Riley Road, adding accessible parking, habitat restoration, improving trail accessibility, and the addition of a permanent restroom, picnic shelter, and river overlook. This project is funded in part by grants from the Land and Water Conservation Fund and the Local Government Grant Program.*

<https://www.bendparksandrec.org/project/sawyerparkupgrades/>

**Phase: Permitting**

No updates

Update

- The project was advertised for bid April 10. Bids are due May 14.

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**NEIGHBORHOOD PARK PROJECTS**

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**Coulter Grove Park:** *The district purchased this property in 2023 to fulfill Search Area 18. Neighborhood parks offer recreation amenities such as picnic shelters, open lawn play areas, children's play areas, paths, and natural areas. The scope of the project will be refined through the public outreach process prior to the start of the design phase.*

<https://www.bendparksandrec.org/project/reed-lane-neighborhood-park-site/>

**Phase: Outreach/Design**

No updates

Update

- The third round of public outreach is complete and input is being summarized. Information from this round of outreach will inform the preferred concept design.

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## TRAIL PROJECTS

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**Deschutes River Trail South – Refinement Study:** *This project will investigate and refine alternatives for completing the Deschutes River Trail South project. It does not include scope for final design or construction at this time.*

<https://www.bendparksandrec.org/project/deschutes-river-trail-south-study/>

**Phase: Planning**

No updates

Update

- BPRD staff and Kittelson & Associates Inc. hosted a drop-in style public open house on Thursday, April 2 to solicit high level input from the community to guide staff in developing new trail alignments for review. The open house was attended by approximately 240 people. Preliminary trail alignments for review are expected to be developed by mid-May.

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**North Unit Canal Trail – Phase 1:** *This trail in northeast Bend is planned to be a 10-foot-wide multi-use trail with primarily compacted gravel surface, with some portions having asphalt surface. Phase 1 includes the development between Canal Row Park and the future extension of Yeoman Road, which will also provide access to Pine Nursery Park. The segment of the trail that passes through the new Pahlisch Homes Petrosa subdivision will be transferred to BPRD for management upon completion and will offer connections to interior trails for Fieldstone Park.* <https://www.bendparksandrec.org/project/northunitcanaltrail/>

**Phase: Permitting**

No updates

- The district has completed property acquisition and has submitted a permit application to the Bureau of Reclamation. Currently, staff do not have a set timeline for the permit review and approval process.

Update

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**Riverfront Street Deschutes River Trail Improvements:** *Riverfront Street, between Galveston Avenue and Miller’s Landing Park, is a local street with narrow sidewalk that has functioned as the DRT for many years. It is one of the last remaining “gaps” through downtown Bend. In 2023, BPRD and the city signed an intergovernmental agreement as a joint effort led by the City of Bend and supported by BPRD. The renewed project will seek to improve conditions for trail users as well as replace the street and other public infrastructure as needed.* <https://www.bendparksandrec.org/project/deschutes-river-trail-riverfront/>

**Phase: Design**

No updates

- The City of Bend has provided the district with 30% design documents and cost estimates for the “one-way street” design approach and include a 10-foot-wide concrete trail in lieu of sidewalk throughout the entire street corridor. Design work is expected to be completed mid-2026, however, funding for construction has still not been identified, so a timeline for construction cannot be provided at this time.

Update

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## REGIONAL/ COMMUNITY WIDE PROJECTS

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**Art Station:** *This new facility will be built adjacent to the basketball court at Larkspur Park. It will have an entry space, three classrooms, office space, and restrooms. The surrounding natural space and trails will be a beneficial asset to the Art Station for inspiration and space to create, while preserving the landscape and trail experience to the fullest extent possible.*

<https://www.bendparksandrec.org/project/art-station/>

**Phase: Construction**

No updates

Update

- Interior mechanical, electrical and plumbing are roughed in, and utility work on site is nearly complete. Siding and roofing should be complete by the second week of May. The Art Station is expected to be under construction through the summer of 2026.

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**Bend White Water Park Maintenance and McKay Park River Access Project:** After completion in 2016, the Whitewater Park is due for review and maintenance. The first phase of this project used survey and engineering analysis to compare the current functions of the park with the original design intent. The district will work with the consultant to determine the scope of work for a project to update and improve the whitewater park features. The project also includes improving river access for all users at McKay Park. The preferred concept design was completed and approved in 2023 under the McKay, Miller's, and Columbia Park River Access and Restoration project. <https://www.bendparksandrec.org/project/bend-whitewater-park-maintenance-and-mckay-park-access/>

**Phase: Design**

No updates

- Conceptual design development began in late summer 2025 and will continue through the winter. These concepts, which will be presented to the public in summer 2026, will allow the project team to analyze varying levels of options to address priorities.

Update

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**Columbia Park River Access Project:** The preferred concept design includes bank improvements to enhance the natural area within this reach of river frontage, as well as a small, hardened access point for river users. It is anticipated that this project will go out to bid in summer 2026 with construction beginning in early fall 2026. This project was prioritized from the 2018 Deschutes River Access and Habitat Restoration Plan, and the preferred concept design was completed under the 2023 McKay, Miller's, and Columbia Park River Access project.

<https://www.bendparksandrec.org/project/columbia-park-river-access-project/>

**Phase: Permitting**

No updates

- With the Gilchrist Bridge IGA executed between the district and city, BPRD staff have begun to prepare permit applications to both state and federal agencies. Final bridge design documents are being completed and will be integrated into the bid package along with the Columbia River Access designs.

Update

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## ASSET MANAGEMENT PROJECTS

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**Sylvan Park Playground Renovation:** The small wood-based playground was built in 1993, no longer serving the needs of the neighborhood. The district will replace the playground and surfacing and create an accessible route to the playground from the parking area. <https://www.bendparksandrec.org/project/sylvan-park-playground-renovation/>

**Phase: Construction**

No updates

Update

- Work has begun on site, primarily grading and some hardscaping. Completion is expected early this summer (2026).

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**JSFC Outdoor Pool Roof Cover Replacement and Renovation Project:** This design build contract project combines five projects needed for the facility which are: replacement of the existing 50-meter pool cover, replacement of the main chiller unit, replacement of the roofing material covering the south wing, re-lining of the Myrtha walls in the 50-meter pool and remodeling the original locker rooms on the northwest side of the building. Work is scheduled to begin Fall 2027.

<https://www.bendparksandrec.org/project/juniper-renovations/>

**Phase: Planning**

No updates

- In June of 2025, the district hired Pence Construction as a Design Build contractor to complete both design and construction of the project. Pence has been working on preliminary design and bringing on additional design build contractors to move the project forward for better cost estimating. Design and permitting will continue through 2026. Staff are now evaluating costs and project scope with the contractor. Changes to each will be included in the draft CIP for fiscal year 2027.

Update

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**Boyd Acres Park Services Complex:** *The district has executed a purchase and sale agreement (PSA) with the City of Bend for the purchase of their existing utility shop on Boyd Acres Road to become the new Park Services site. This PSA allows the city to occupy the facility until their new facility is complete, which is anticipated at the end of 2026. The district is developing a design for tenant improvements to be constructed once the district takes ownership of the property.*

**Phase: Construction**

**No updates:**

- Construction is in progress. Planning for the move between the Simpson and Boyd Acres locations is in progress and will take place summer/fall 2026.

**Update**

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**Hollinshead Park ADA and Preferred Concept Design:** *Knowing the importance of this historic property, community members and BPRD staff worked together in 2010 to develop a preferred concept plan for the future of the property. Improvements for the park include a new permanent restroom, ADA-compliant pathways, renovation of the parking area, enclosing the off-leash area, a "history walk" with interpretive signs in collaboration with the Deschutes Historical Society, and a maintenance report to preserve the park's structures. Construction is slated to begin mid-2027.*

<https://www.bendparksandrec.org/project/hollinshead-park/>

**Phase: Permitting**

**No updates**

- With additional design work required by the City of Bend for right-of-way improvements, the team will soon complete additional site survey so the design work can be completed. Once finished, staff will focus efforts towards securing alternative funding opportunities via an LGGP grant for installation of the upgrades.

**Update**

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**Old Bend Gym Wall Renovation:** *The Old Bend Gym is a historic building on the National Register of Historic Places. The building is owned by BPRD, operated by the Boys & Girls Club on property owned by the Bend-La Pine School District. The entry to the building from NW Wall Street utilizes an exterior staircase for access to the second floor. The structural wall supporting the staircase is failing and needs to be replaced.*

**Phase: Permitting**

**No updates**

**Update**

- A grant from the Kinsman Foundation was received to create molds of the cast stone decorative features on the building corners. This will allow the district to recast and replace the features in the future. The work will take place this fall.
- 

**Larkspur Park Playground Renovation:** *After years of use at this highly popular playground, renovations and replacements of the existing playground surfacing is needed. The major priority for this replacement is to ensure property ADA access is maintained throughout the playground area, including proper grade transitions from hardscape to playground surfacing.*

**Phase: Planning**

**No updates**

- Additional analysis is required to determine the full scope of this project. Staff will continue to develop options.

**Update**

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## OTHER PROJECTS AND FUTURE DEVELOPMENT

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**Park Search Area Planning:** *District planners regularly work with local developers or private property owners to acquire property for new parks and trails in district Park Search Areas as defined by the Comprehensive Plan: 2024 Midterm Update.*

**No updates**

- The district recently entered into a Purchase and Sale Agreement for the purchase of a new 2-acre neighborhood park site in southeast Bend within the Pahlisch Easton neighborhood development. Staff are currently performing due diligence and title review, and the sale is expected to be completed prior to July 1, 2026.

**Update**

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**SDC Waivers for Affordable Housing:** **No updates**

- Park SDC waivers for 787 single- and multi-family units have been approved through coordination with the City of Bend at a cost to the district of about \$5.5 million in waived SDC fees. BPRD has also approved SDC waivers for three temporary shelter projects, totaling 32 units, and at a cost of \$200,737 to the district. The board approved an additional 150 waivers for 2025 and 2026, all 150 of which have been used. Staff and legal counsel have completed the necessary deed restriction documents for 614 units since May 2020.

 **Update**

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**Deschutes River Access and Habitat Restoration Plan (River Plan) Update:** *The Deschutes River Access and Habitat Restoration Plan (River Plan) was adopted in November 2021 and includes 28 projects. Over the past four years, the district has completed 12 of the 28 projects, or approximately 43%. Planning staff are working on a minor update to the plan to reflect changing conditions within the river corridor and to incorporate new sources of data regarding environmental conditions and river park usage.*

 **No updates**

- Staff provided the board with an update on plan implementation and the scope of the update and are currently working on background data collection and review, including a review of the habitat inventory work completed by BPRD's 2025 summer intern.

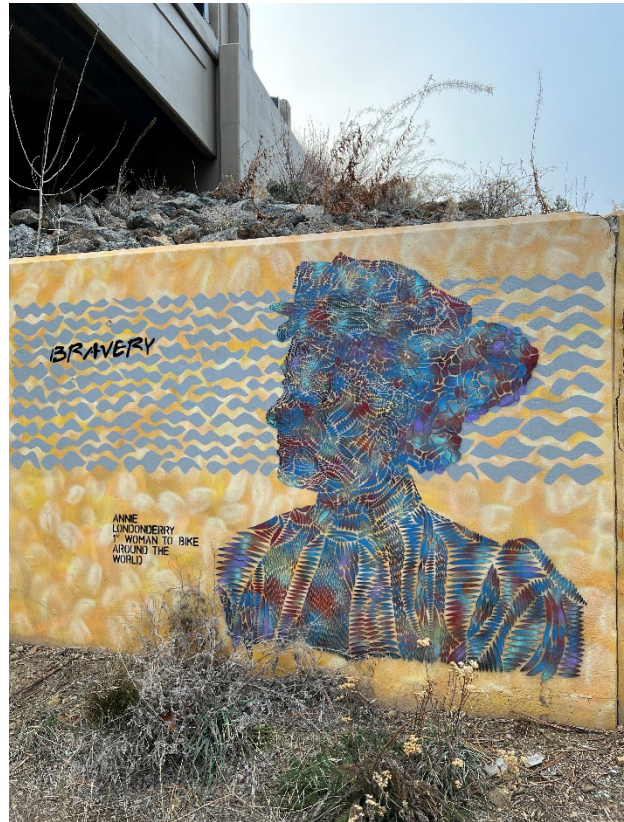
 **Update**

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Bend Park and Recreation District

# Quarterly Financial Report – Q3

7/1/25 – 03/31/26



Kristin Toney  
Administrative Services Director

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## Executive Summary

The Bend Park and Recreation District continues to build on a strong fiscal foundation guided by the Strategic Plan and priorities established in the FY 2025–26 Budget. During the third quarter, the district transitioned from winter operations into spring, supporting strong program registrations while continuing to maintain clean, safe, and welcoming parks, trails, and facilities. This quarter reflects the district’s ongoing commitment to caring for existing assets, supporting more than 700 employees, and preparing for the busiest service seasons ahead.

The third quarter is a key period where spring and summer programs take shape while staff also prepare facilities and operations for future seasons. Investments made now help ensure a successful summer and position the district well for winter planning and long-term readiness. This balance between meeting current community demand and preparing for what is next remains central to the district’s approach. Overall, the district’s financial health remains sound. All major funds are operating within budget, and year-to-date expenditures reflect normal seasonal activity. The district is well positioned to continue delivering high-quality services while maintaining long-term fiscal sustainability as we move into the fourth quarter.

## Quarter 3 Summary

The third quarter spans late summer through the end of winter programming, covering the period from July 1, 2025 through March 31, 2026. At this point in the fiscal year, expenditures totaling 57.3% of the annual budget remain well within expected parameters.

### Revenue Highlights:

- Property tax collections are at 99.1% of budget, consistent with the timing of receipts being November and December.
- Charges for services reached 72.1% of budget, reflecting strong participation in summer and fall recreation programs.
- System development fees are at 136.6% of budget, indicating stronger-than-expected development activity.
- Intergovernmental revenues exceed estimates due to the timing of grant receipts.

	BUDGET	ACTUAL	VARIANCE TO BUDGET	% OF BUDGET
<b>Revenues</b>				
Property taxes	\$ 26,530,620	\$ 26,300,665	\$ (229,955)	99.1%
Charges for services	14,820,900	10,687,288	(4,133,612)	72.1%
System development fees	6,500,000	8,878,694	2,378,694	136.6%
Grants, contributions, and sponsorships	138,000	422,070	284,070	305.8%
Intergovernmental	115,000	470,433	355,433	409.1%
Investment earnings	1,983,460	2,256,428	272,968	113.8%
Reimbursement for interfund services	170,000	-	(170,000)	0.0%
Miscellaneous	118,000	120,783	2,783	102.4%
<b>Total revenues</b>	<b>50,375,980</b>	<b>49,136,360</b>	<b>(1,239,620)</b>	<b>97.5%</b>

*Expenditure Highlights:*

- Personnel services account for 71.2% of the annual budget, aligning with this point of time of the year.
- Materials and services are at 66.6%, reflecting higher costs during summer operations and a natural slowdown during cooler months.
- Capital outlay is at 45.8%, we purchased the Boyd Acres site from the city and the major projects are scheduled for later in the fiscal year.

	<u>BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCE TO BUDGET</u>	<u>% OF BUDGET</u>
<b>Expenditures</b>				
Personnel services	27,270,360	19,408,010	7,862,350	71.2%
Materials & services	9,907,040	6,600,237	3,306,803	66.6%
Special payments	-	-	-	-
Capital outlay	32,572,230	14,908,900	17,663,330	45.8%
Debt service	2,175,340	282,666	1,892,674	13.0%
Total expenditures	<u>71,924,970</u>	<u>41,199,813</u>	<u>30,725,157</u>	<u>57.3%</u>

## General Fund

The General Fund is operating within expected parameters for the third quarter. Revenues from charges for services remain strong, and property tax collections are projected to exceed initial estimates. Spending across all departments remains within budget at this point of the year, and the fund continues to maintain a healthy balance that supports ongoing operations and future needs.

<b>Appropriation by Function/Program</b>	<u>BUDGET</u>	<u>ACTUAL</u>	<u>TO BUDGET</u>	<u>BUDGET</u>
Administration	\$ 4,750,900	\$ 3,465,721	\$ 1,285,179	72.9%
Community engagement	2,175,650	1,537,366	638,284	70.7%
Planning and design	1,705,000	1,236,411	468,589	72.5%
Park services	9,417,850	6,450,684	2,967,166	68.5%
Recreation services	18,231,880	12,914,424	5,317,456	70.8%
Rental program	-	-	-	-
Debt service	-	-	-	-
<b>Appropriation Total</b>	<u>\$ 36,281,280</u>	<u>\$ 25,604,606</u>	<u>\$ 10,676,674</u>	<u>70.6%</u>

## GENERAL FUND

### Schedule of Revenues, Expenditures, and Changes in Fund Balances - Budget and Actual through Period 09 ended March 31, 2026

	100*	100*	VARIANCE	% OF
	BUDGET	ACTUAL	TO BUDGET	BUDGET
<b>Revenues</b>				
Property taxes	\$ 24,414,540	\$ 24,273,869	\$ (140,671)	99.4%
Charges for services	14,164,500	10,222,328	(3,942,172)	72.2%
System development fees	-	-	-	-
Grants, contributions, and sponsorships	138,000	73,793	(64,207)	53.5%
Intergovernmental	115,000	118,651	3,651	103.2%
Investment earnings	543,000	486,045	(56,955)	89.5%
Reimbursement for interfund services	170,000	-	(170,000)	0.0%
Miscellaneous	108,000	102,228	(5,772)	94.7%
Total revenues	<u>39,653,040</u>	<u>35,276,913</u>	<u>(4,376,127)</u>	<u>89.0%</u>
<b>Expenditures</b>				
Personnel services	26,902,330	19,144,472	7,757,858	71.2%
Materials & services	9,378,950	6,460,134	2,918,816	68.9%
Special payments	-	-	-	-
Capital outlay	-	-	-	-
Debt service	-	-	-	-
Total expenditures	<u>36,281,280</u>	<u>25,604,606</u>	<u>10,676,674</u>	<u>70.6%</u>
Excess (deficiency) of revenues over expenditures	<u>3,371,760</u>	<u>9,672,306</u>	<u>6,300,546</u>	<u>286.9%</u>
<b>Other Financing Sources and uses</b>				
Transfers in	615,000	-	(615,000)	0.0%
Transfers out	(6,000,000)	-	6,000,000	0.0%
Contingency	-	-	-	-
Reserves	(6,062,080)	-	6,062,080	0.0%
Total other financing sources and uses	<u>(11,447,080)</u>	<u>-</u>	<u>11,447,080</u>	<u>0.0%</u>
Net change in fund balance	(8,075,320)	9,672,306	17,747,626	
Beginning Fund Balance	<u>9,691,810</u>	<u>9,796,806</u>	<u>104,996</u>	
Ending Fund Balance	<u>\$ 1,616,490</u>	<u>\$ 19,469,113</u>	<u>\$ 17,852,623</u>	

**% of Budget**

70.6%

The fund maintains a healthy balance, supporting ongoing operations and future needs.

## Capital Funds

All capital funds are maintaining strong balances and are well-positioned to support planned capital improvements and equipment purchases throughout the year. Most capital expenditures are expected to ramp up in subsequent quarters as projects move from planning to construction.

*System Development Charges (SDC) Fund*- SDC revenues are well ahead of pace, while capital expenditures are expected to accelerate later in the year as projects progress.

- Revenues: \$8.9 million (136.6% of annual budget), reflecting strong development activity.
- Expenditures: \$6.5 million (48.8% of budget), primarily with the construction activity of the Pine Nursery phase 5 and the Art Station.

*Facility Reserve Fund*- The majority of the capital projects scheduled for future quarters. This fund is mainly funded through transfer from the General fund.

- Expenditures: \$8 million (42.4% of budget), largely driven by the Boyd Acres site purchase and now construction. Most additional capital projects will ramp up in the final quarter of the fiscal year.

*Equipment Reserve Fund*- Equipment Reserve expenditures are on track, with additional equipment purchases anticipated later in the fiscal year. This fund is mainly funded through transfer from the General fund.

- Expenditures: \$433,854 (66.4% of budget), primarily vehicle purchases. Additional equipment replacements are anticipated later in the fiscal year for the transition of teams to Boyd Acres.

## Conclusion

In summary, the district remains financially stable and operationally resilient as we close the third quarter of FY 2026. All major funds are performing within budget expectations, with expenditures reflecting spring operations and the planning and preparation that support upcoming summer programs and facility readiness. Strong fund balances continue to support ongoing services, planned capital investments, and upcoming equipment needs. As the district transitions from spring into the summer season, we remain focused on responsible stewardship of public resources and long-term financial sustainability.



# Board Meeting Summary

April 21, 2026

District Office Building | 799 SW Columbia | Bend, Oregon



## **BOARD PRESENT**

Cary Schneider

Jodie Schiffman

Donna Owens

Nathan Hovekamp

Deb Schoen had an excused absence

The Bend Park & Recreation District (BPRD) Board of Directors approved two policy and partnership items aimed at supporting growth, planning coordination, and service delivery. A [video recording](#) of the meeting is available.

## **Vehicle fleet leasing**

During the work session, board members received information about vehicle fleet leasing, where staff outlined challenges with the district’s aging fleet, including rising maintenance costs, safety limitations, and unpredictable replacement cycles. Staff presented leasing as a potential solution to improve reliability, modernize vehicles, stabilize annual costs, and reduce administrative workload. Feedback from BPRD staff and other Oregon agencies that use fleet leasing was summarized. No decision was made, and staff will return to the board at a future meeting with a proposed contract for consideration.

## **North Shevlin Trail Plan**

The second work session presentation covered the North Shevlin Refined Trail Plan. Staff explained how increased visitation, new neighborhood development, and informal trail use have led to erosion, habitat impacts, and safety concerns in North Shevlin. The refined plan proposes formal trail alignments, closure of damaged social trails, and improved access points. Board members were asked to provide input as staff continues refining the plan and develops preliminary cost estimates. The plan includes 1.2 miles of new trails, closing 1.8 miles of existing social trails, and repurposing 1.1 miles of existing trails.

## **Consent Agenda**

The board approved the employee health insurance contract for the 2026–27 benefit year. After a competitive review process, the district will continue coverage with PacificSource, resulting in

a 7.4% increase—lower than initially proposed. The approved contract maintains comprehensive medical coverage for employees, includes stable dental and vision rates, and reflects the district’s commitment to attracting and retaining a strong workforce.

**Director Schiffman made a motion to authorize the executive director to execute the June 2026 through May 2027 health insurance contract with PacificSource for an amount not to exceed \$2,855,544. Director Hovekamp seconded the motion. The motion passed unanimously with a roll call vote.**

### **Annexation Policy and Procedures**

The board approved Annexation Policy and Procedures updates, which guide how new properties are added to the district as Bend continues to grow. The revisions modernize language, remove outdated provisions related to deferred annexation outside the urban growth boundary, and clarify how unique or one-time annexation scenarios are handled. These updates help ensure that properties benefiting from district services are appropriately included and contribute to park and recreation funding.

**Director Schneider made a motion to approve the updated Annexation Policy and Procedures. Director Schiffman seconded the motion. The motion passed unanimously with a roll call vote.**

### **Revised IGA for Trail Maintenance and Coordinated Planning with the City of Bend**

The board also authorized the executive director to pursue a revised Intergovernmental Agreement (IGA) with the City of Bend focused on trail maintenance and coordinated planning. The updated agreement allows the city to install and maintain wayfinding signage on BPRD property, while clearly defining design standards, responsibilities and review procedures. The revisions improve coordination between agencies, support consistent trail navigation for the public, and are not expected to increase district costs.

**Director Hovekamp made a motion to authorize the executive director to finalize and execute a revised Intergovernmental Agreement for Trail Maintenance and Coordinated Planning with the city of Bend. Director Schneider seconded the motion. The motion passed unanimously with a roll call vote.**

The next board meeting is May 5.

## Board Calendar 2026

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

### **May12**

Budget committee meeting

### **MAY 19 Board Reports Due 5/8**

#### **EXECUTIVE SESSION –**

- Land w/City
- Officer Evaluation

#### **WORK SESSION**

#### **BUSINESS SESSION**

### **JUNE 2 Board Reports Due 5/8**

#### **EXECUTIVE SESSION**

#### **WORK SESSION**

#### **BUSINESS SESSION**

- Award Sawyer Park Construction contract – *Jason Powell (15 min)*
- Hold Public Hearing and Adopt Resolution No. 2026-XX – Adopting the Budget and Making Appropriations for Fiscal Year 2026-27, and Adopt Resolution No. 2026-XX– Imposing and Categorizing Taxes for Fiscal Year 2026-27 – *Kristin Toney (10 min)*
- Approve Contract for Vehicle Leasing - *Kristin Toney and Sasha Sulia (15min)*
- Approve Executive Director’s Evaluation – *Kathleen Hinman (5 min)*
- Boyd Acres Property naming – *Rachel Colton (10 min)*

#### **REPORTS**

- Project Update

### **JUNE 2 Board Reports Due 5/8**

#### **EXECUTIVE SESSION**

#### **WORK SESSION**

#### **BUSINESS SESSION**

- Boyd Acres Property naming – *Rachel Colton (10 min)*
- Award Sawyer Park Construction contract – *Jason Powell (15 min)*
- Adopt Resolution No. 2026-xx approving FY2027-FY31 Capital Improvement Plan—*Brian (5min)*
- Hold Public Hearing and Adopt Resolution No. 2026-XX – Adopting the Budget and Making Appropriations for Fiscal Year 2026-27, and Adopt Resolution No. 2026-XX– Imposing and Categorizing Taxes for Fiscal Year 2026-27 – *Kristin Toney (10 min)*
- Approve Contract for Vehicle Leasing - *Kristin Toney and Sasha Sulia (15min)*
- Approve Executive Director’s Evaluation – *Kathleen Hinman (5 min)*

#### **REPORTS**

- Project Update

### **JUNE 16 Board Reports Due 6/5**

#### **WORK SESSION**

- Climate Adaptation Plan Overview – *Quinn Keever (30 min)*

**BUSINESS SESSION**

- Neighborhood Park PSA Addendum – *Sara Anselment (10 min)*

**Future Topics**

IGA with NUID for canal trail – *Henry Stroud*

DEI Update – *Bronwen Mastro*

South UGB Updates – *Henry Stroud*

Bend Whitewater Park – *Ian Isaacson*

Coulter Grove Park Concept Plan– *Bronwen Mastro 7-21-26*

Park Search Area 5 (Talline) PSA – *Quinn Keever*

Therapeutic Recreation Update

B&G Club Lease – *Kristin Toney*

MOU with Historical Society for Hollinhead Museum – *Julie Brown (20 min)*

Girls in Sport